AGENDA
REGULAR MEETING
CITY OF BANNING
BANNING, CALIFORNIA

October 10, 2017
5:00 p.m.

Banning Civic Center
Council Chambers
99 E. Ramsey Street

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

Per City Council Resolution No. 2016-44 matters taken up by the Council before 10:00 p.m. may be concluded, but no new matters shall be taken up after 10:00 p.m. except upon a unanimous vote of the council members present and voting, 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 – Suffragan Bishop Preston Norman, Jr., Praise Tabernacle
- Pledge of Allegiance
- Roll Call – Councilmembers Andrade, Franklin, Peterson, Welch, Mayor Moyer

II. REPORT ON CLOSED SESSION

III. PUBLIC COMMENTS / CORRESPONDENCE / ANNOUNCEMENTS & REPORTS

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 for 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.

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

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

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

IV. APPOINTMENTS

1. Appoint two members of the City Council to the Community Development Block Grant (CDBG) Ad Hoc Committee

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: Approve Consent items 1 through 13: 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 – 09/26/17 (Closed Session) **1**
2. Approval of Minutes – Regular Meeting – 09/26/17 ..... **3**
3. Approval of Minutes – Special Meeting – 09/27/17 (Closed Session) **55**
4. Ordinance 1512 – 2nd Reading – Approving a Notice of Exemption and Approving Zoning Text Amendment 17-97503 Amending Various Sections of the Zoning Code (Title 17 of the Banning Municipal Code) Related to Accessory Dwelling Units **57**
5. Ordinance 1515 2nd Reading - Amending Chapter 15 of the Banning Municipal Code to Add Section 15.12.110 Setting Forth Expedited Procedures for Permitting Electric Vehicle Charging Systems **65**
6. Accept Project 2017-09WW "WWTP Fencing" as Complete, Authorize the City Manager to Sign, and Direct the City Clerk to Record the Notice of Completion **69**
7. Approve the Employment Agreement Between the City and Stephen H. Badgett for the Position of Interim Electric Utility Director **75**
8. Support Efforts by the Banning Unified School District to Serve the Butterfield Development Project **81**
9. Adopt Resolution 2017-95, Accepting a Non-Cash Donation from Wassau Tile, Inc. – Outdoor Furnishings **85**
10. Adopt Resolution 2017-82, Approving a Memorandum of Understanding with Teamsters Employee Unit **103**
11. Adopt Resolution 2017-97, Approving a Memorandum of Understanding with the IBEW Utility Employee Unit **153**
12. Adopt Resolution 2017-99, Approving a Memorandum of Understanding with the IBEW General Employee Unit **213**
13. Adopt Resolution 2017-103, Approving a Legal Services Agreement **275**

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

VI. REPORTS OF OFFICERS

1. Resolution 2017-87, Adopting California Statewide Communities Development Authority Community Facilities Districts Goals and Policies Statement **293**
(Staff Report – Rochelle Clayton, Deputy City Manager)

Recommendation: **Consider adopting Resolution 2017-87, adopting California Statewide Communities Development Authority Goals and Policies for Mello-Roos Community Facilities Districts.**

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

BANNING UTILITY AUTHORITY

Roll Call: Boardmembers Andrade, Franklin, Peterson, Welch, Chairman Moyer

I. REPORTS OF OFFICERS

1. Resolution 2017-15 UA, Awarding a Professional Services Agreement with the Morongo Band of Mission Indians for Cultural Resources Monitoring in Support of the Banning Water Canyon Pipeline Replacement Project **317**
(Staff Report – Art Vela, Public Works Director)

Recommendation: **Consider Adopting Resolution 2017-15 UA; 1) Awarding a Professional Services Agreement to Morongo Band of Mission Indians of Cabazon, California in the amount of $39,200 for Cultural Resources Monitoring and approving a $10,000 contingency for a total project budget of $49,200. 2) Authorizing the Interim City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the project and approval of change orders within the $10,000 contingency. 3) Authorizing the Interim City Manager or his designee to execute the Professional Services Agreement with Morongo Band of Mission Indians of Cabazon, CA in the amount of $39,200.**

2. Resolution 2017-16 UA, Awarding a Professional Services Agreement To Aspen Environmental Group for Environmental Support Services for the Banning Water Canyon Pipeline Replacement Project..... **341**
(Staff Report – Art Vela, Public Works Director)
Recommendation: **Consider Adopting Resolution 2017-16 UA; 1) Awarding a Professional Services Agreement to Aspen Environmental Group of Agoura, California in the amount of $172,259 for Environmental Support Services for the Banning Water Canyon Pipeline Replacement Project. 2) Authorizing the Interim City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the project. 3) Authorizing the Interim City Manager or his designee to execute the Professional Services Agreement with Aspen Environmental Group of Agoura, CA in the amount of $172,259.**

BUA ADJOURNMENT – Next regular meeting: Tuesday, October 24, 2017.

Adjourn Joint Meeting and reconvene the regular City Council Meeting.

BANNING FINANCING AUTHORITY (BFA) - no meeting.

VII. ITEMS FOR FUTURE AGENDAS

New items –

Pending Items – City Council

1. Update on Banning Business Center
2. Information Technology – Media Room/Production Set
3. Visioning Workshop
4. Penalty for Illegal Fireworks
5. Feasibility of Outsourcing Maintenance of Parks
6. Update on Armory Lease
7. Update on Vicious Dogs on Repplier Road
8. Purchasing Program Assessment
9. WRCOG Meeting Attendance by Staff
10. Update on Agreement with Robertson's

VIII. ADJOURNMENT

NOTICE: Any member of the public may address this meeting of the Mayor and City 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]

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.

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

09/26/17
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Pro Tem Franklin on September 26, 2017, at 4:02 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Andrade
Councilmember Franklin
Councilmember Peterson
Councilmember Welch

ABSENT: Mayor Moyer

OTHERS PRESENT: Alejandro Diaz, Interim City Manager
John Cotti, Interim City Attorney
Rochelle Clayton, Deputy City Manager
Ted Shove, Economic Development Manager
Sonja De La Fuente, Deputy City Clerk

CLOSED SESSION

Mayor Pro Tem Moyer opened the closed session items for public comments.

Harry Sullivan asked how BRAD Partners, LLC was able to get a closed session meeting with the Council regarding the airport.

Interim City Attorney Cotti explained that BRAD Partners would not be in attendance, that price and terms would be presented by City staff to the Council for consideration.

Economic Development Manager Shove advised that staff is still looking into the corporate structure of BRAD Partners, LLC of Delaware.

Seeing no further comments, the Mayor Pro Tem closed the items for public comments

Interim City Attorney listed the items on the Closed Session Agenda, as follows: 1) CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8: Real Property Negotiations Pursuant to Government Code Section 54956.8; Property description: APN: 540-202-001, located in the vicinity of the intersection of Ramsey Street and Third Street. City Negotiator: Alex Diaz, Interim City Manager and Ted Shove, Economic Development Manager – Negotiating Parties: Guia Vittali; Under Negotiation: Price and Terms. 2) CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8; Property description:

APN: 541-141-005 and 541-141-006, located in the vicinity of the intersection of San Gorgonio Avenue and Williams Street. City Negotiator: Alex Diaz, Interim City Manager and Ted Shove, Economic Development Manager – Negotiating Parties: Robert Rochelle and David Wang; Under Negotiation: Price and Terms. 3) CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8: Property description: APN: 532-130-012, 532-130-018, and 532-130-011, Banning Municipal Airport. City Negotiator: Alex Diaz, Interim City Manager and Ted Shove, Economic Development Manager – Negotiating Parties: BRAD Partners, LLC; Under Negotiation: Price and Terms. 4) CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54957.6 Agency designated representative: Deputy City Manager Rochelle Clayton. Employee Organizations: International Brotherhood of Electrical Workers (IBEW) – Utility Unit, International Brotherhood of Electrical Workers (IBEW) – General Unit; and Banning Police Management Association (BPMA). 5) PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT - Public employment pursuant to Government Code Section 54957. Title: City Attorney.

Councilmember Peterson requested item number one on the Agenda be moved to the end.

The Meeting went into closed session at 4:10 p.m. and reconvened to open session at 4:52 p.m.

ADJOURNMENT

By common consent the meeting adjourned at 4:55 p.m.

Minutes Prepared by:

_____

Sonja De La Fuente, Deputy City Clerk

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

09/26/2017
REGULAR MEETING

A regular meeting of the Banning City Council was called to order by Mayor Pro Tem Franklin on September 26, 2017, at 5:10 p.m. in the Banning Civic Center Council Chamber, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Council Member Andrade
Council Member Franklin
Council Member Peterson
Council Member Welch

ABSENT: Mayor Moyer

OTHERS PRESENT: Alejandro Diaz, Interim City Manager
John Cotti, Interim City Attorney
Rochelle Clayton, Deputy City Manager
Heidi Meraz, Community Services Director
Patty Nevins, Community Development Director
Art Vela, Public Works Director
Tim Chavez, Fire Battalion Chief
Ted Shove, Economic Development Manager
Jim Steffens, Power Resources & Revenue Administrator
Sonja De La Fuente, Deputy City Clerk
Leila Lopez, Office Specialist

The Invocation was given by Ron Brady with the Church of Jesus Christ of Latter-Day Saints. Council Member Peterson led the audience in the Pledge of Allegiance to the Flag.

REPORT ON CLOSED SESSION

Interim City Attorney John Cotti indicated there were five items on the Closed Session Agenda. Interim City Attorney John Cotti listed the items on the closed session agenda, which included: 1) CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8: Real Property Negotiations Pursuant to Government Code Section 54956.8; Property description: APN: 540-202-001, located in the vicinity of the intersection of Ramsey Street and Third Street. City Negotiator: Alex Diaz, Interim City Manager and Ted Shove, Economic Development Manager – Negotiating Parties: Guia Vittali; Under Negotiation: Price and Terms. 2) CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8; Property description: APN: 541-141-005 and 541-141-006, located in the vicinity of the intersection of San Gorgonio Avenue and Williams Street. City Negotiator: Alex Diaz, Interim City Manager and Ted Shove, Economic Development Manager –

Negotiating Parties: Robert Rochelle and David Wang; Under Negotiation: Price and Terms. 3) CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8: Property description: APN: 532-130-012, 532-130-018, and 532-130-011, Banning Municipal Airport. City Negotiator: Alex Diaz, Interim City Manager and Ted Shove, Economic Development Manager – Negotiating Parties: BRAD Partners, LLC; Under Negotiation: Price and Terms. 4) CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54957.6 Agency designated representative: Deputy City Manager Rochelle Clayton. Employee Organizations: International Brotherhood of Electrical Workers (IBEW) – Utility Unit, International Brotherhood of Electrical Workers (IBEW) – General Unit; and Banning Police Management Association (BPMA). 5) PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT - Public employment pursuant to Government Code Section 54957. Title: City Attorney. Attorney Cotti indicated that at the conclusion of the meeting, the Council took no reportable action.

PRESENTATIONS

1. 10851 Award to Detective Brandon Smith

Lieutenant Richard Mendez with the San Gorgonio CHP Office, representing the CHP and AAA, announced that from May 8, 2016 through May 3, 2017 Detective Smith was able to recover six rolling vehicles resulting in seven arrests and recovered two abandoned vehicles. Lieutenant Mendez stated this is Detective Smith's second award, with the last awarded in 2012, and that this is a distinguished accomplishment and something to be proud of.

2. Proclamation – Michael McDowell, Banning High School

Interim City Manager/Police Chief Diaz presented a Proclamation to Michael McDowell, Security Supervisor at Banning High School, recognizing his lifesaving efforts.

3. Proclamation – Rail Safety Month

Mayor Pro Tem Franklin and the City Council presented Sara Logan with Operation Lifesaver with a Proclamation recognizing September as Rail Safety Month.

PUBLIC COMMENTS / CORRESPONDENCE / ANNOUNCEMENTS & REPORTS

PUBLIC COMMENTS

Inge Schuler thanked the City Council for reinstating the extensive meeting minutes. She asked if the October 17th Open House would be taking the place of Town Hall meetings, and if questions for the Open House would have to be approved ahead of time. She also asked about WRCOG, how people get on the committees, if they have bylaws, a website, financial reports, etc. She would like as much information about WRCOG as possible so she can share with those who have asked her about it.

Bob Rochelle feels five minutes is very generous for the public comment period. He announced that he lives at 1538 Bryan Street and all are invited to his party he will be hosting on November 1st at his house in Fair Oaks Ranch from 4:00 p.m. – 11:00 p.m. with food provided by Russo's and an open bar.

Ed Miller expressed concern about a potential water rate increase. He feels the City budget is in trouble. He also expressed concern about the repayment of the water bond where funds were not used on water projects.

Gay Perkie with Banning Estates HOA read a letter written by Jerod Pannell, Community Manager. (Exhibit "A")

Jeremiah Price explained that he is a resident of Sun Lakes and is present on behalf of approximately 40-50 residents. He feels the variable billing by the utility affects the residents. He also does not feel the billing department is not flexible in working with the residents when it comes to level pay and extensions.

Jennifer Flesher expressed concern regarding a very serious public health concern and how the abandoned business center poses a threat to the community. She provided a letter to Chief Diaz.

Val Westholder spoke with her brother who is former military regarding the DD 214 and he informed her everyone has one.

David Ellis announced that he is a member of the Planning Commission, and that they are unpaid volunteers. He stated that he exercises his right to free speech to criticize certain council members when he feels actions may be harmful to the City. He provided history regarding his service on the Planning Commission. He announced that Mayor Pro Tem Franklin had filed a restraining order against him and that it was dismissed by the judge.

Don Smith commented on item number two under Public Hearing on the Agenda. His concern after reviewing the plan for the properties on East Wilson across from the daycare center and ballpark. He represents owners of an adjacent property and of property in the vicinity. He believes that the proposed plan has cul-de-sacs that are too narrow and would only allow for parking on one side. Due to the size of the proposed houses, he strongly recommends full width streets even if that takes losing a couple of houses in the process.

Roy Franklin advised the Council that he believes Mr. Ellis is lying and that he came to his house and tried intimidating his wife and he doesn't appreciate it. He announced that he will not stand for anyone calling his wife a liar.

Colleen Wallace asked what the code says about Planning Commissioners doing these things. In regard to the east side, she feels it would be a good to build houses there.

Chuck Hokanson expressed concern about utilities being on at the abandoned Banning Business Center and possibly causing the explosions.

Harry Sullivan asked about the airport hangars and the City's use of those hangars for storage and not paying rent. He provided a copy of the response he received from the City to his Request for Public Records. (Exhibit "B") Mr. Sullivan also announced that City staff are working on getting the money from the skydiving operation's lease into the airport fund.

Seeing no further comments, Mayor Pro Tem Franklin closed public comment.

Interim City Manager/Police Chief Diaz thanked Jennifer Flesher for her grass roots effort and announced her letter the petition with over 1,000 signatures will go to the judge. He also assured Mr. Hokanson that there are no utilities on at the abandoned Business Center and CalFire concluded that the explosion came from propane tanks. The Police Department has a Homeless Outreach operation.

Council Member Peterson asked about a YouTube video showing one of the occupants at the abandoned Business Center hooking up to gas.

Manager Diaz explained that was a rigged connection to a propane tank.

Mayor Pro Tem Franklin announced that water rates will be on a future agenda. She also said WRCOG will be on a future City Council Agenda in October. There is a website and the next meeting is on October 2nd and it is open to the public.

Manager Diaz explained that staff will be available at the Open House on October 18th to provide answers to the attendees.

Mayor Pro Tem Franklin asked Manager Diaz to work on the issue from Banning Estates and staff to look into the variable billing issue. She also mentioned that she requested a copy of her father's DD214 and the copy she received was a copy of a burnt document and was illegible. She advised that staff is still working on the airport issues.

Mayor Pro Tem Franklin moved Item 1 under Reports of Officers to the top of the Agenda.

REPORTS OF OFFICERS

1. Animal Control Ad-Hoc Committee Update

Interim City Manager Diaz informed the Council that a citizen ad-hoc committee was formed to address animal control. He introduced Inge Schuler, one of the citizens who were very involved. Ms. Schuler read a report regarding the committee. She explained that they were formed after Council Member Franklin requested an ad-hoc committee of citizens in May 2016. Council Member Franklin, Mayor Moyer, Chief Diaz, and Sergeant Fisher met with some citizens on a monthly basis through August 2017. A survey was mailed to 12,000 and

148 were returned with no constructive comments. An estimate for very basic shelter renovation came in at just over $700,000 and annual operating expensive plus annual operating expenses. In August 2017 the committee decided to abandon further exploration and agreed to meet for a follow-up only on December 4, 2017, at 6:00 p.m. at the Banning Police Department.

Manager Diaz explained that something good that has come out of this is the low cost spay and neuter clinic has performed over 600 spay/neuter procedures since they started. They also determined that the City of Banning is receiving services from the City of Beaumont for a reasonable price.

Mayor Pro Tem Franklin wanted to clarify that this committee was not led by City Council Members or Staff, it was led by citizens, to gather ideas and getting information to the citizens to help understand why the city is where it is today in regard to animal services.

Mayor Pro Tem Franklin opened the item for public comments.

Jim Price asked about volunteers cleaning up the facility and if three bids were obtained for the renovation. He feels $700,000 is high.

CORRESPONDENCE

The Deputy City Clerk read correspondence from Mary Hamlin with Pass Job Connection (Exhibit "C").

ANNOUNCEMENTS/REPORTS

Council Member Andrade reported on the following:

- The Healthy City Committee has started a Healthy City Facebook page where recipes and activities will be shared with the community.

Mayor Pro Tem Franklin reported on the following:

- The Downtown Ad-Hoc Committee, along with Community Development Director Nevins met with a business man about activities for the downtown area to create more of a livable downtown. He will present this to the Healthy City Committee next week.
- The School 2+2 met last week and discussed the development by Pardee being part of the Banning Unified School District, without changing any of the existing boundaries. It was the consensus of Council that it be on the next agenda for the City Council to support this. Two people on the committee will be writing articles for the local paper. The Mayor for the City and the School Board Trustee for the school district.

CITY ATTORNEY REPORT

Interim City Attorney John Cotti did not have anything to report.

CITY MANAGER REPORT

Interim City Manager Alex Diaz asked Mayor Pro Tem Franklin to remind the community about the YES program. She explained the following:

- The Youth Essential Skills (YES) Leadership Workshop for ages 8-18. Will be held on Saturday, September 30th from 10:00 a.m. until 2:00 p.m. There will be presentations on important topics and food will be provided. This is free to the community and offered by a non-profit organization.

CONSENT ITEMS

Mayor Pro Tem Franklin asked if there were any items to be pulled. There were none.

1. Minutes – Special Meeting – 09/11/17 (Closed Session)

Recommendation: Approve the Minutes from the September 11, 2017 Special Meeting of the Banning City Council (Closed Session)

2. Minutes – Regular Meeting – 09/11/17

Recommendation: Approve the Minutes from the September 11, 2017 Regular Meeting of the Banning City Council

3. Accounts Payable and Payroll Warrants Issued in the Month of August 2017

Recommendation: Approve and Ratify Accounts Payable and Payroll Warrants Issued in the Month of August 2017

4. Capital Improvement Project Status List

Recommendation: Receive and file the Capital Improvement Project Status List

5. List of Contracts Approved Under the City Manager's Signature Authority

Recommendation: Receive and file the list of Contracts Approved under the City Manager's signature authority

6. Position Recruitment Status

Recommendation: Receive and File the status report on the recruitment of open positions in the City of Banning.

7. Resolution 2017-96 Approving the Equipping of Seven Police Vehicles by Innovative Emergency Equipment

Recommendation: Approve Resolution 2017-96, authorizing an amendment to Resolution 2017-20 allowing the police department to make an additional payment of $2,005 to Innovative Emergency Equipment for needed modifications and installation of weapon racks in police vehicles.

Mayor Pro Tem Franklin opened the consent items for public comment. Seeing none, closed public comment.

Motion Welch/Andrade to approve the Consent Items. Motion carried, 4-0, with Mayor Moyer absent.

PUBLIC HEARING

1. Resolution 2017-89, Authorizing the Acceptance of the 2017 U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant in the Amount of $11,604 to be used by the Police Department to Purchase New Axon Tasers, Rechargeable Batteries, and Extended Warranties.

Interim City Manager/Police Chief Alejandro Diaz presented the Staff Report regarding this item as contained in the agenda packet.

Mayor Pro Tem Franklin opened the public hearing for comments from the public. Seeing none, closed the public hearing. She opened the item for discussion by members of the City Council. There was none.

Motion Andrade/Welch to adopt Resolution 2017-89. Motion carried, 4-0, with Mayor Moyer absent.

2. Resolution 2017-91, Approving Tentative Tract Map (TTM) 36710, Planned Unit Development Permit 17-9507, Design Review 15-7004 and a Mitigated Negative Declaration for Property Located North of East Wilson Street and West of North Florida Street.

Community Development Director Patty Nevins presented the Staff Report as contained in the Agenda packet. She provided the Council and Deputy City Clerk with a letter received from the Superintendent of Banning Unified School District. (Exhibit "D")

Mayor Pro Tem Franklin asked if the Council had any questions.

Council Member Welch expressed concern with the 5,000 square foot lot sized, mostly because there is not an age restricted community and believes there would be a traffic

concern. Also, asked about the Airport Land Use Commission requirements. He also doesn't understand the vast difference in lot sizes.

Council Member Peterson asked why the Council should approve this project, as he believes it violates every zoning code in the City. He also asked the police would be able to enforce parking since it would be private property. He declared that they would not be able to. He asked why this is being considered a single family development when it has stoves, sinks and refrigerators on the second floor. Director Nevins indicated it would still be considered a single family home. He asked if the Council received everything the Planning Commissioners received. Director Nevins explained that the Council received everything except the plans provided to the Planning Commission that included lot dimensions showing what the homes could fit on and not actual lot sizes, so those were removed to avoid confusion. Council Member Peterson asked for the item to be pulled from the agenda and since the Council was not provided all of the information. He wanted to know why the information was changed, who changed it, and who authorized it.

Mayor Pro Tem Franklin opened the public hearing for comments from the public.

Ed Miller suggested the City follow the General Plan.

Jerry Westholder expressed concern with the 4,500 square foot lot size and potential parking issues. He also asked where the water would come from, and if the residents would be charged Mello-Roos.

Lorenzo Amis understands there are issues with the project, but would like to see them resolved and the project move forward, as new homes are needed in the City.

Edwin Enwedo explained that he owns property at Wilson and Alessandro and would like the same consideration as the large developers, because when he purchased the ½ acre lot it was zoned high density then it was re-zoned to low density and he wasn't able to do anything with it.

Val Westholder asked if this is a Diversified Pacific development. Mayor Pro Tem Franklin informed Ms. Westholder that it is not.

Leroy Miller agrees that the project needs to be done right, but wants to see it move forward. He suggested holding community meetings in the area.

Beau Cooper, Entitlement Manager with United Engineering Group, explained that he was representing the McRae Group of Companies, LLC of Scottsdale Arizona. He wanted to assure the Council that there was nothing malicious going on and apologized for any confusion caused by removing the sample lot sizes from the plans. He provided some explanation in regard to how the project got to where it is today and feels it is a good project.

Council Member Peterson expressed concern about the extra kitchen area upstairs in all of the plans, the exterior material types, small lot sizes, possible HOA without gates, and that he is dissatisfied with the project.

Mayor Pro Tem Franklin suggested the developer meet with the community.

Seeing no further comments, Mayor Pro Tem Franklin closed the public hearing.

Motion Peterson/Andrade to table Resolution 2017-89. Motion carried, 4-0, Mayor Moyer was absent.

3. Ordinance 1515 Amending Chapter 15 of the Banning Municipal Code to Add Section 15.12.110 Setting Forth Expedited Procedures for Permitting Electric Vehicle Charging Systems.

Community Development Director Patty Nevins presented the Staff Report as contained in the Agenda packet.

Mayor Pro Tem Franklin opened the public hearing for comments from the public. Seeing none, closed the public hearing.

Mayor Pro Tem Franklin asked the City Clerk to read the title of Ordinance 1515. The Deputy City Clerk read "Ordinance 1515, an Ordinance of the City of Banning, Amending Chapter 15 of the Banning Municipal Code to Add Section 15.12.110 Setting Forth Expedited Procedures for Permitting Electric Vehicle Charging Systems."

Motion Welch/Andrade to waive further reading of Ordinance 1515. Motion carried, 4-0, with Mayor Moyer absent.

Motion Welch/Andrade that Ordinance 1515 pass its first reading. Motion carried, 4-0, with Mayor Moyer absent.

3. Ordinance 1512 Approving a Notice of Exemption and Approving Zoning Text Amendment 17-97503 Amending Various Sections of the Zoning Code (Title 17 of the Banning Municipal Code) Related to Accessory Dwelling Units.

Community Development Director Patty Nevins presented the Staff Report as contained in the Agenda packet.

Council Member Peterson asked how big a lot had to be to have the second dwelling unit. Director Nevins indicated there is no minimum lot size.

Mayor Pro Tem Franklin opened the public hearing for comments from the public. Seeing none, closed the public hearing.

Mayor Pro Tem Franklin asked the City Clerk to read the title of Ordinance 1512. The Deputy City Clerk read "Ordinance 1512, an Ordinance of the City of Banning, Approving a Notice of Exemption and Approving Zoning Text Amendment 17-97503 Amending Various Sections of the Zoning Code (Title 17 of the Banning Municipal Code) Related to Accessory Dwelling Units."

Motion Andrade/Welch to waive further reading of Ordinance 1512. Motion carried, 4-0, with Mayor Moyer absent.

Motion Andrade/Franklin that Ordinance 1512 pass its first reading. Motion carried, 4-0, with Mayor Moyer absent.

REPORTS OF OFFICERS

2. Selection of an Entry Monument Sign

Public Works Director Art Vela presented the Staff Report as contained in the Agenda packet. He asked Council for direction on which design (Exhibit "E") to utilize in the construction documents.

Council Member Welch indicated that he liked concept #1. Council Member Peterson suggested incorporating the same theme as the Sunset grade separation project. Director Vela stated that design #3B had the same materials utilized in the Sunset grade separation project. Council Member Andrade liked concept #1 and #3B combined with a stagecoach incorporated into the design. Mayor Pro Tem Franklin suggested concept #3B with Stagecoach Town USA in #1 added and etched in if possible. Director Vela will work the suggestions into the construction documents.

Mayor Pro Tem Franklin opened the item for public comment. Seeing none, closed public comment.

3. Resolution 2017-84, Accepting the Recommendations of the Banning Electric Utility Energy Storage Three-Year Reevaluation Study Determining it is Still Not Cost Effective for the Electric Utility to Adopt Energy Storage Targets.

Power Resource & Revenue Administrator Jim Steffens presented the Staff Report as contained in the Agenda packet. A revised Exhibit to the Resolution was provided to Council and public. (Exhibit "F")

Mayor Pro Tem Franklin opened the item for public comment. Seeing none, closed public comment.

Motion Welch/Peterson to adopt Resolution 2017-84. Motion carried, 4-0, with Mayor Moyer absent.

4. Resolution 2017-88, Establishing a Vendor List and Blanket Purchase Order for the Purchase of Inventory Supplies and Commodities Not to Exceed an Annual Aggregate of $300,000 for the Electric Utility and $300,000 for the Water/Wastewater Utility

Public Works Director Art Vela presented the Staff Report as contained in the Agenda packet.

Council Member Peterson asked if this would expedite the purchasing process. Director Vela confirmed that it would.

Mayor Pro Tem Franklin and Council Member Andrade expressed concern with the five year recommendation.

Mayor Pro Tem Franklin opened the item for public comment.

Jeremiah Price agreed that this was a great concept, however expressed concern with technological changes and getting the best prices.

Director Vela explained that the vendors on the list are not manufacturers, but are material suppliers. If vendors are overcharging they can be removed from the list.

Seeing no further public comment, Mayor Pro Tem Franklin closed public comment.

Council directed staff to reduce the length to three years, not the recommended five years.

Motion Peterson/Andrade to adopt Resolution 2017-88 with the recommended modifications. Motion carried, 4-0, with Mayor Moyer absent.

5. Resolution 2017-92, Accepting Community Development Block Grant (CDBG) Funds for the Lion's Park Expansion Project

Economic Development Manager Ted Shove presented the Staff Report as contained in the Agenda packet.

Mayor Pro Tem Franklin opened the item for public comment. Seeing none, closed public comment.

Motion Welch/Peterson to adopt Resolution 2017-92; Accepting Community Development Block Grant (CDBG) Funds for the Lion's Park Expansion Project. Motion carried, 4-0, with Mayor Moyer absent.

6. Consider Resolution 2017-93; Amending the Fiscal Year 2017-18 Budget to Incorporate a List of Projects Funded by SB 1, the Road Repair and Accountability Act

Public Works Director Vela presented the Staff Report as contained in the Agenda packet.

Council Member Peterson expressed concern with a possible repeal and asked if the City receives funds and the law is repealed, would the City have to pay the money back. Director Vela explained that the money would be allocated and not spent until any repeal is completed.

Council Member Franklin asked if the money would be coming directly from the State and Director Vela confirmed that he believed it would.

Mayor Pro Tem Franklin opened the item for public comment. Seeing none, closed public comment.

Motion Peterson/Welch to adopt Resolution 2017-93; Amending the Fiscal Year 2017-18 Budget to Incorporate a List of Projects Funded by SB 1, the Road Repair and Accountability Act. Motion carried, 4-0, with Mayor Moyer absent.

7. Consider Formal Positions on Pending State Legislation

Public Information Officer Philip Southard presented the Staff Report as contained in the Agenda packet.

Council Member Peterson expressed his opposition to SB 2, SB3, and SB35. Council Member Andrade expressed that she is opposed to all. Council Member Welch agreed with Council Member Peterson. Mayor Pro Tem Franklin does not have a position on SB2 or SB3, but opposes SB35 and AB890.

Mayor Pro Tem Franklin opened the item for public comment. Seeing none, closed public comment.

ITEMS FOR FUTURE AGENDAS

1) Update on Robertson's Agreement (requested by Council Member Welch)

ADJOURNMENT

By common consent the meeting was adjourned 7:49 P.M.

Minutes Prepared by:

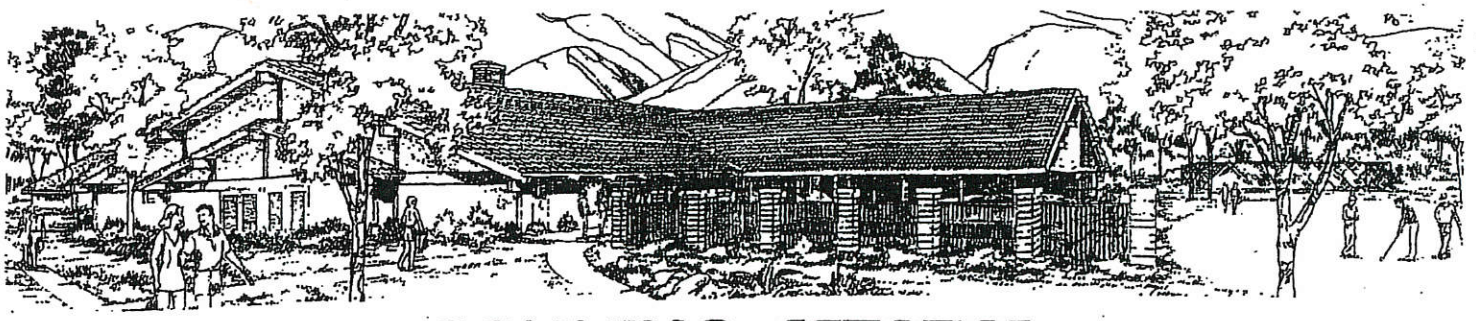
_____

Sonja De La Fuente, Deputy City Clerk

These Minutes reflect actions taken by the City Council. The entire discussion of this meeting can be found by visiting the following website: https://banninglive.viebit.com/player.php?hash=BhrPP3G3e51u or by requesting a CD or DVD at Banning City Hall located at 99 E. Ramsey Street.

EXHIBIT A

Rec'd 9/26/17



BANNING ESTATES

August 18, 2017

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

Dear Sir or Madam:

I am the managing agent of the Banning Estates Homeowners Association ("Association"), which is the governing association for the common interest development located in the City of Banning, at 3800 W. Wilson St. ("Community"). This correspondence in sent in regard to the Association's concerns regarding the safety of its homeowners and tenants due to the violent, threatening, and erratic behavior of one of its residents (referred to herein as "Resident").

In particular—and in addition to threatening and erratic behavior exhibited over the last couple of years—the Resident recently threatened to shoot approximately ten (10) homeowners in the Community. Accordingly, the Association's Board of Directors ("Board") is concerned that the Resident poses a grave danger to the other residents of the Community. As such, I am sending this correspondence on behalf of the Board, to seek assistance from the City of Banning, because the response provided by the Banning City Police Department ("BCPD") has been unsatisfactory.

For example, on May 27, 2017, the Resident threatened the life of a Community-member as well as that member's dogs. It is my understanding that the BCPD were called to the scene but that no further action was taken. There are two incident reports reflecting this episode (1705270084 and 1705270069).

Further, on July 4, 2017, while many Community-members were enjoying the national holiday at the pool area, the Resident used foul, inflammatory and derogatory language in a loud and abusive way, and did so in front of children. She also broke the handrail to the pool and the nearby gate, by violently pulling the lag bolts out of the stucco. Statements from individuals who witnessed these events are enclosed.



BANNING ESTATES

As a result of the foregoing incidents, as well as the incidents that occurred earlier this year and in 2016, the Board called the Resident and the owner of the unit where she resides (her son) to a hearing, which they each attended. At the hearing, the Board determined that the Resident had caused nuisances in violation of the Association's governing documents and suspended her from the pool and clubhouse areas for thirty (30) days, in accordance with its Rules Violations Procedures.

Nevertheless, on August 2, 2017, the Resident approached a homeowner near the clubhouse, in direct contravention of her suspension. After a verbal altercation, the Resident assaulted the homeowner by violently grabbing her arm and then began ranting around the Community. Several homeowners witnessed this and called the BCPD. No action was taken by the officers who responded to the call.

After the police left the scene, the Resident returned to the area and began verbally assaulting the approximately ten (10) residents present, including ***threatening to shoot*** everyone who was there. She said, "***I have a .357 magnum gun. I know where you all live.***" After this threat was made, another homeowner called the BCPD. I also called the BCPD at this point, as several scared homeowners informed me of the Resident's violent threats. When I called the BCPD, I was told that no action was taken on the first incident (the assault) because "it was not prosecutable" and "the victim did not want to press charges." However, it is my understanding that the victim made a police report about the assault and has expressed an interest in pressing charges. The BCPD sent another officer to the scene to further investigate the specific threats to shoot people. The officer apparently spoke to one person who may not have even witnessed the incident, and did not investigate further. The incident numbers for that day are 1708020069 and 1708020073.

In sum, this situation has become untenable for the Community. The Board has attempted to use the Associations' governing documents to suppress the ongoing problems presented by the Resident, but the Resident has ignored those efforts. As such, the Association turned to the BCPD, but the BCPD has unfortunately not taken this matter seriously and has not provided sufficient assistance in helping to prevent a potentially tragic situation. Thus, we are now turning to the City to seek assistance.

If you have any questions regarding this correspondence, I can be reached at (760) 776-5100 ext. 6306.



BANNING ESTATES

Sincerely,

Jerod Pannell, CCAM
Community Manager

CC:
Alex Diaz
George Moyer
Debbie Franklin
Daniela Andrade
Don M. Peterson
Art Welch

EXHIBIT B

Recd 9-26-17 SD

REQUEST OF DOCUMENTS

To:
Marie Calderon City Clerk
99 E. Ramsey St.
Banning, CA. 92220

September 12, 2017

RECEIVED
SEP 12 2017
BY: City Clerks office

From:
Harry Sullivan
316 N. Sunset Ave.
Banning, CA. 92220
Ph. 951-849-2132

I Harry Sullivan am requesting copies of these documents under The California Public Records Act.

RE: Banning Municipal Airport.

1. List of all hangers and other buildings being used and / or occupied buy City Departments.
2. Date of occupancy.
3. Amount of rent being paid into Airport Fund, by each individual unit.

Sincerely,
Harry S. Sullivan
Harry S Sullivan
Sept. 12, 2017

Leila Lopez

From: Laurie Sampson
Sent: Thursday, September 21, 2017 2:44 PM
To: Leila Lopez; Sonja De La Fuente
Subject: Harry Sullivan Public Records Request
Attachments: City Occupied Units.pdf

Leila, please find attached a list of city occupied hangars at the Banning Municpal Airport.

Laurie J. Sampson
Public Works Department/Engineering
99 E. Ramsey St.
P.O. Box 998
Banning, CA 92220
(951) 922-3139 Phone
(951) 922-3141 Fax
Email: lsampson@ci.banning.ca.us
Website: www.ci.banning.ca.us

Proud History
Prosperous Tomorrow

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.

Airport Units Occupied by City Departments

North Side:
Unit A
Unit E
Unit F-1

Farrell Cooper Hangars

FC-B2
FC-B3
FC-B5
FC-B6
FC-B7

FC-D1
FC-D2
FC-D3
FC-D4
FC-D5
FC-D6
FC-D7

AIRPORT UNITS OCCUPIED BY CITY DEPARTMENTS

NORTH SIDE:

UNIT A
UNIT E
UNIT F-1

N/A

FARRELL COOPER HANGARS

FC2
FC3
FC5
FC6
FC7

FCC
CC

FCG
CG2
CG3
CC4
CC5
FC6
FC7

N/A

THERE IS NO RECORD OF WHEN THESE UNITS WERE OCCUPIED BY CITY DEPARTMENTS.

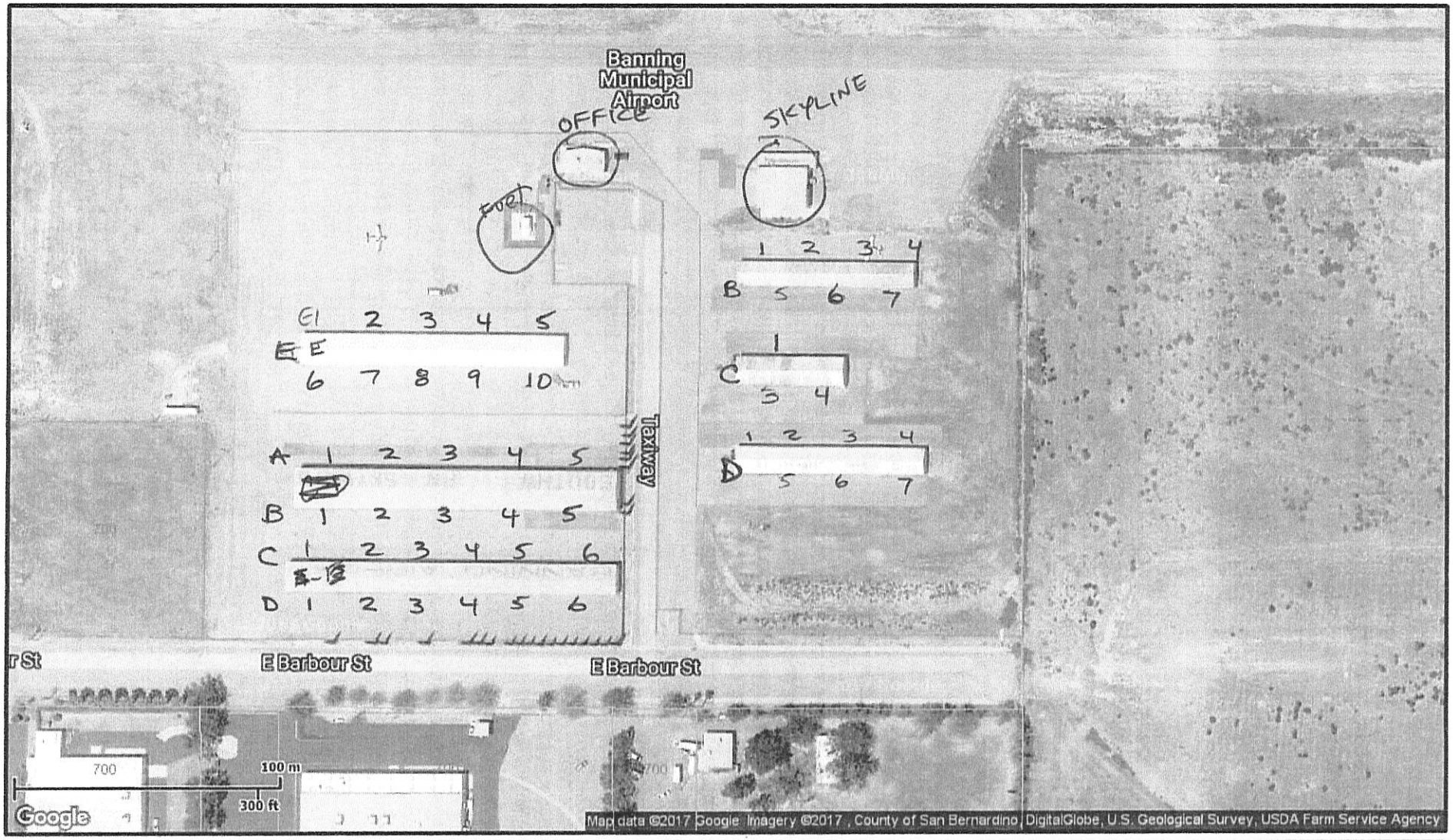
Default Title



1" = 188 ft	Sub Title	09/25/2017	N W E S	BANNING, CA Proud History Prosperous Tomorrow

This map represents a visual display of related geographic information. Data provided hereon is not a guarantee of actual field conditions. To be sure of complete accuracy, please contact Banning staff for the most up-to-date information.

Default Title



1" = 188 ft	Sub Title	09/25/2017	N W E S	BANNING, CA Proud History Prosperous Tomorrow

This map represents a visual display of related geographic information. Data provided hereon is not a guarantee of actual field conditions. To be sure of complete accuracy, please contact Banning staff for the most up-to-date information.

EXHIBIT C

RECEIVED
SEP 18 2017
1:30PM
By Office of the City Clerk

Pass Job Connection
1433 Snead St
Banning, CA 92220
www.passjobconnection.org
(951) 797-9041

To the Banning City Council: September 18, 2017

As CEO of the Pass Job Connection, I am writing this response to clear up some comments that were made at the City Council Meeting on Sept 11, 2017, as well as being posted on several sites on the internet.

The PASS JOB CONNECTION:

1. Has been registered with the IRS as a 501(c)3 organization since 2014, and is currently up to date on Form 990 filings. See attachment #1.

2. Has retained its tax exempt status and is eligible to accept donations. Attachment #2 is proof from the IRS website.

3. Is registered with the California Attorney General. The registration is now current. Attachment #3 is a copy of the email correspondence from the Attorney General's office with instructions on how to bring the registration up to date, as well as copies of the registration forms submitted.

4. Is registered with the Secretary of State. The registration is up to date. The Statement of Registration is required only in even-numbered years. See attachment #4.

5. Is now registered with The County of Riverside. Attachment #5 is a copy of the registration form with the County Seal.

6. Was encouraged to use the Banning City Logo on its promotional materials and website by then Economic Development Director, Bill Manis, in March of 2014. Attachment #6 is a copy of the email received with logo image attached.

7. Operates in partnership with the City. A letter of support from the City dated August 19, 2014 states in the 1st paragraph: *"The City's partnership with Mary,*

and the Pass Job Connection..." and in the 3rd paragraph: *"The Pass Job Connection will also be partnering with my Department team..."*
A copy of the letter and the press release from the City announcing this service to the community are attachment #7.

8. Does not occupy any city-owned office space. The Pass Job Club (sponsored by and manned by members of the Pass Job Connection) does use a room at the Community Center for 1-2 hours each week to assist people with their job search activities, such as resume creation and review, interviewing techniques, and other related activities. Permission for this specific use was granted by Bill Manis.

9. Is a current member of the Banning Chamber of Commerce.

10. Is a voting member of the Riverside County Continuum of Care.

I hope this information clears up any misunderstandings.

Sincerely,

Mary L. Hamlin

Mary L. Hamlin
CEO

IRS

Manage Form 990-N (e-Postcard)

Home | Security Profile | Logout

EIN	Organization Name	Tax Year	End Date	Created On	Status	Submission ID	Action
46-5447787	PASS JOB CONNECTION	2016	06-30-2017	09-11-2017	Accepted	10065520172541398362	

«« Prev Page 1 ▼ Next »»

CREATE NEW FILING

Attachment # 1

Annual Electronic Filing Requirement for Small Exempt Organizations — Form 990-N (e-Postcard)

English (https://www.irs.gov/charities-non-profits/annual-electronic-filing-requirement-for-small-exempt-organizations-form-990-n-e-postcard)

Charitable Organizations (https://www.irs.gov/taxonomy/term/17431)

Churches and Religions Organizations (https://www.irs.gov/taxonomy/term/17476)

Political Organizations (https://www.irs.gov/taxonomy/term/17636)

Private Foundations (https://www.irs.gov/taxonomy/term/17681)

Other Non-Profits (https://www.irs.gov/taxonomy/term/17571)

Contributors (https://www.irs.gov/taxonomy/term/17521)

Search for Charities (https://www.irs.gov/taxonomy/term/17731)

Education Sessions (https://www.irs.gov/taxonomy/term/17556)

Charity and Nonprofit Audits (https://www.irs.gov/taxonomy/term/17471)

Life Cycle (https://www.irs.gov/taxonomy/term/17566)

Free e-Newsletter (https://www.irs.gov/taxonomy/term/17561)

Planned Outage: Sept. 17, 2017

This service will be unavailable on Sunday, Sept. 17, 2017, from approximately 1 a.m. until approximately 1 p.m. Eastern time, due to planned maintenance. We apologize for any inconvenience.

About filing

Form 990-N, *Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990EZ*, must be submitted electronically.

- The Form 990-N electronic-filing system moved from Urban Institute's website to IRS.gov in February 2016. **All filers** must register at IRS.gov prior to filing their next Form 990-N. This is a one-time registration; you won't be asked to register again when filing next year.
- Form 990-N must be completed and filed electronically. **There is no paper form.**
- Form 990-N filers may choose to file a complete Form 990 or Form 990-EZ instead.
- Use the Form 990-N Electronic Filing System (e-Postcard) User Guide (https://www.irs.gov/pub/irs-pdf/p5248.pdf) while registering and filing. **Most common problems can be avoided by following the User Guide.**
- For filing system and website issues, see How to File: Frequently Asked Questions (https://www.irs.gov/charities-non-profits/annual-electronic-notice-form-990-n-for-small-organizations-faqs-how-to-file). If site issues are unresolved, call TE/GE Customer Accounts Services at 877-829-5500. A representative will file your Form 990-N information.
- Organizations should continue efforts to file, even if late.

Who must file

Most small tax-exempt organizations whose annual gross receipts (https://www.irs.gov/charities-non-profits/gross-receipts-defined) are normally $50,000 or less (https://www.irs.gov/charities-non-profits/gross-receipts-normally-25000-50000-or-less) can satisfy their annual reporting requirement by electronically submitting Form 990-N if they choose not to file Form 990 or Form 990-EZ instead.

Exceptions to this requirement include:

- Organizations that are included in a group return,

- Churches (https://www.irs.gov/pub/irs-pdf/p1828.pdf), their integrated auxiliaries, and conventions or associations of churches, and
- Organizations required to file a different return (https://www.irs.gov/charities-non-profits/form-990-n-e-postcard-organizations-not-permitted-to-file)

Form 990-N filing due date

Form 990-N is due every year by the 15th day of the 5th month after the close of your tax year (https://www.irs.gov/charities-non-profits/exempt-organizations-annual-reporting-requirements-filing-procedures-tax-year). **You cannot file the *e-Postcard* until after your tax year ends.**

Example: If your tax year ended on December 31, the *e-Postcard* is due May 15 of the following year. If the due date falls on a Saturday, Sunday, or legal holiday, the due date is the next business day.

If your 990-N is late, the IRS will send a reminder notice to the last address we received.

While there is no penalty assessment for filing Form 990-N late, organizations that fail to file required Forms 990, 990-EZ or 990-N for three consecutive years will automatically lose their tax-exempt status (https://www.irs.gov/charities-non-profits/automatic-revocation-of-exemption). Revocation of the organization's tax-exempt status will happen on the filing due date of the third consecutively-missed year. Watch this IRS YouTube presentation (https://www.youtube.com/watch?v=Gb5sE70vFVA) for more information.

Information you will need when filing Form 990-N

Form 990-N is easy to complete. You'll need only eight items of basic information (https://www.irs.gov/charities-non-profits/information-needed-to-file-e-postcard) about your organization.

Ready to file?

After you have read the information above and the User Guide, use the Form 990-N Electronic Filing System (e-Postcard) (https://sa.www4.irs.gov/epostcard/) page to start the process.

Search for Form 990-N filings

To search for organizations that have filed Form 990-N and to view their filings, see *Exempt Organizations Select Check* (https://www.irs.gov/charities-non-profits/exempt-organizations-select-check). You can also download the entire database of Form 990-N filings.

Additional information

- Frequently Asked Questions (https://www.irs.gov/charities-non-profits/annual-electronic-notice-form-990-n-frequently-asked-questions-and-answers) - Form 990-N
- User Guide (https://www.irs.gov/pub/irs-pdf/p5248.pdf) for Form 990-N Electronic Filing System (e-Postcard)
- Form 990 Overview course (https://www.stayexempt.irs.gov/Existing-Organizations/form-990-overview) at StayExempt.IRS.gov
- Frequently Asked Questions (https://www.irs.gov/charities-non-profits/automatic-exemption-revocation-for-non-filing-frequently-asked-questions-2) - Automatic revocation for not filing annual return or notice
- Final regulations (https://www.irs.gov/pub/irs-tege/td9454.pdf) (August 10, 2009)
- Educational tools (https://www.irs.gov/charities-non-profits/charitable-organizations/exempt-organizations-educational-tools) - Help spread the word – Help small tax-exempt organizations stay exempt!
- EO Select Check (https://www.irs.gov/charities-non-profits/exempt-organizations-select-check) - Search for organizations that have filed Form 990-N and view their filings
- EO Update (https://www.irs.gov/charities-non-profits/subscribe-to-exempt-organization-update) - Subscribe to the IRS Exempt Organizations email newsletter that highlights new information

Charities & Non-Profits Topics

- Charities & Non-Profits A-Z Site Index (https://www.irs.gov/charities-non-profits/charities-non-profits-a-z-site-index)
- Exempt Organizations Select Check (https://www.irs.gov/charities-non-profits/exempt-organizations-select-check)
- Calendar of Events (https://www.irs.gov/charities-non-profits/calendar-of-events)
- Exempt Organizations Audit Process (https://www.irs.gov/charities-non-profits/exempt-organizations-audit-process)
- Current Edition of Exempt Organizations Update (https://www.irs.gov/charities-non-profits/current-edition-of-exempt-organizations-update)
- Webinars for Tax Exempt Government Entities (https://www.irs.gov/government-entities/webinars-for-tax-exempt-government-entities)
- Life Cycle of an Exempt Organization (https://www.irs.gov/charities-non-profits/life-cycle-of-an-exempt-organization)
- Taxpayer Bill of Rights (https://www.irs.gov/taxpayer-bill-of-rights)
- Requesting Educational Services from Tax Exempt Government Entities (https://www.irs.gov/retirement-plans/requesting-educational-services-from-tax-exempt-government-entities)
- Tax Exempt Government Entities Division At a Glance (https://www.irs.gov/government-entities/tax-exempt-government-entities-division-at-a-glance)
- Tax Exempt and Government Entities Issue Snapshots (https://www.irs.gov/government-entities/tax-exempt-and-government-entities-issue-snapshots)

Share (https://www.irs.gov/pub/irs-non-profits/annual-

Print (https://www.irs.gov/charities-non-profits/annual-

IRS

Exempt Organizations Select Check

Exempt Organizations Select Check Home

Organizations Eligible to Receive Tax-Deductible Charitable Contributions (Pub. 78 data) - Search Results

The following list includes tax-exempt organizations that are eligible to receive tax-deductible charitable contributions. Click on the "Deductibility Status" column for an explanation of limitations on the deductibility of contributions made to different types of tax-exempt organizations.

Results are sorted by EIN. To sort results by another category, click on the icon next to the column heading for that category. Clicking on that icon a second time will reverse the sort order. Click on a column heading for an explanation of information in that column.

1-1 of 1 results

Results Per Page 25 ▼ OK

« Prev | 1-1 | Next »

EIN ▲	Legal Name **(Doing Business As)** ▲	City ▲	State ▲	Country ▲	Deductibility Status ▲
46-5447787	Pass Job Connection	Banning	CA	United States	PC

« Prev | 1-1 | Next »

Return to Search

Gmail Mary Hamlin <mhamlinpjc@gmail.com>

RE: Pass Job Connection / CT0231639

3 messages

Delinquency <delinquency@doj.ca.gov> Mon, Sep 11, 2017 at 1:58 PM
To: "mhamlinpjc@gmail.com" <mhamlinpjc@gmail.com>

Mary,

Thank you for contacting the Registry of Charitable Trusts regarding the above referenced entity. Listed below is what is needed to clear the delinquency. You must use the current year form and current year fee structure for all past filings. You can obtain the RRF-1 form from our website http://oag.ca.gov/charities. I have attached a blank RRF-1 form and instruction sheet for your convenience.

1. Registration Renewal Fee (RRF-1) Report (s), together **with required renewal fee**, for fiscal year(s) ending: **06/30/2015 and 06/30/2016** (Fees due are based on the Gross Annual Revenue reported for that year and are required if the Revenue is $25,000 or above – the RRF-1 form has a sliding fee scale explaining the amount of fees due).

2. Complete (including all Schedules, both public and confidential) copies of the IRS Form 990, 990-PF, or 990-EZ report(s) for fiscal year(s) ending: **06/30/2015 and 06/30/2016** (The 990 is **only required IF** the Gross Annual Revenue is $50,000 or more; if it is not, then we do not require the 990 to be filed with our office).

Thank you,

Jason

Department of Justice/Attorney General's Office

Registry of Charitable Trusts/Delinquency Program

916-210-6400 x 6

From: RCT
Sent: Monday, September 11, 2017 11:40 AM
To: Delinquency <delinquency@doj.ca.gov>
Subject: FW: Form submission from: Contact the Registrar

Hi Delinquency Team,

Please review below and respond with steps to cure delinquency.

CT0231639

Attachment #3

Thanks,

Matt

From: Contact Registrar Webform via State of California - Department of Justice - Xavier Becerra Attorney General [mailto:webmaster@doj.ca.gov]
Sent: Monday, September 11, 2017 10:08 AM
To: RCT <rct@doj.ca.gov>
Subject: Form submission from: Contact the Registrar

State *of* California Department *of* Justice
Xavier Becerra ~ Attorney General

Social Networks

September 11, 2017

Form submission from: Contact the Registrar

Submitted on Monday, September 11, 2017 - 10:07am
Submitted values are:

==Your Information==
First Name: Mary
Last Name: Hamlin
Email Address: mhamlinpjc@gmail.com
Subject: Charitable Registration

==Message==
Message: I am the CEO of the Pass Job Connection. It was brought to my attention that our report is delinquent. I mailed in the appropriate form last week. Our number is CT 0231639, FEIN

465447787. Is there anything else I need to do to bring us current. Our income is less than $5,000 per year.

© 2017 DOJ

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Please visit the remainder of the Attorney General's site at: http://oag.ca.gov/

To unsubscribe from this list, please go to: https://oag.ca.gov/subscribe

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

2 attachments

rrf1_instructs_05.pdf
39K

rrf1_form_05.pdf
92K

Mary Hamlin <mhamlinpjc@gmail.com> Mon, Sep 11, 2017 at 4:17 PM
To: Michael Owen <MOwenUSA@gmail.com>

[Quoted text hidden]

2 attachments

rrf1_instructs_05.pdf
39K

rrf1_form_05.pdf
92K

Mary Hamlin <mhamlinpjc@gmail.com> Mon, Sep 11, 2017 at 5:28 PM
To: Delinquency <delinquency@doj.ca.gov>

Thank you for your prompt reply. Forms have been mailed.

Mary Hamlin
[Quoted text hidden]

MAIL TO:
Registry of Charitable Trusts
P.O. Box 903447
Sacramento, CA 94203-4470
Telephone: (916) 445-2021

WEB SITE ADDRESS:
http://ag.ca.gov/charities/

ANNUAL REGISTRATION RENEWAL FEE REPORT TO ATTORNEY GENERAL OF CALIFORNIA

Sections 12586 and 12587, California Government Code
11 Cal. Code Regs. sections 301-307, 311 and 312

Failure to submit this report annually no later than four months and fifteen days after the end of the organization's accounting period may result in the loss of tax exemption and the assessment of a minimum tax of $800, plus interest, and/or fines or filing penalties as defined in Government Code section 12586.1. IRS extensions will be honored.

State Charity Registration Number CT 0231639

Pass Job Connection
Name of Organization

1433 Snead St
Address (Number and Street)

Banning CA 92220
City or Town, State and ZIP Code

Check if:
☐ **Change of address**
☐ **Amended report**

Corporate or Organization No. _____

Federal Employer I.D. No. 46-5447787

ANNUAL REGISTRATION RENEWAL FEE SCHEDULE (11 Cal. Code Regs. sections 301-307, 311 and 312)
Make Check Payable to Attorney General's Registry of Charitable Trusts

Gross Annual Revenue	Fee	Gross Annual Revenue	Fee	Gross Annual Revenue	Fee
Less than $25,000	0	Between 100,001 and $250,000	$50	Between $1,000,001 and $10 million	$150
Between $25,000 and $100,000	$25	Between $250,001 and $1 million	$75	Between $10,000,001 and $50 million	$225
				Greater than $50 million	$300

PART A - ACTIVITIES

For your most recent full accounting period (beginning 07 / 01 / 2016 **ending** 06 / 30 / 2017 **) list:**

Gross annual revenue $ 1,000 **Total assets $** 3,000

PART B - STATEMENTS REGARDING ORGANIZATION DURING THE PERIOD OF THIS REPORT

Note: If you answer "yes" to any of the questions below, you must attach a separate sheet providing an explanation and details for each "yes" response. Please review RRF-1 instructions for information required.

		Yes	No
1.	During this reporting period, were there any contracts, loans, leases or other financial transactions between the organization and any officer, director or trustee thereof either directly or with an entity in which any such officer, director or trustee had any financial interest?	☐	☒
2.	During this reporting period, was there any theft, embezzlement, diversion or misuse of the organization's charitable property or funds?	☐	☒
3.	During this reporting period, did non-program expenditures exceed 50% of gross revenues?	☐	☒
4.	During this reporting period, were any organization funds used to pay any penalty, fine or judgment? If you filed a Form 4720 with the Internal Revenue Service, attach a copy.	☐	☒
5.	During this reporting period, were the services of a commercial fundraiser or fundraising counsel for charitable purposes used? If "yes," provide an attachment listing the name, address, and telephone number of the service provider.	☐	☒
6.	During this reporting period, did the organization receive any governmental funding? If so, provide an attachment listing the name of the agency, mailing address, contact person, and telephone number.	☐	☒
7.	During this reporting period, did the organization hold a raffle for charitable purposes? If "yes," provide an attachment indicating the number of raffles and the date(s) they occurred.	☐	☒
8.	Does the organization conduct a vehicle donation program? If "yes," provide an attachment indicating whether the program is operated by the charity or whether the organization contracts with a commercial fundraiser for charitable purposes.	☐	☒
9.	Did your organization have prepared an audited financial statement in accordance with generally accepted accounting principles for this reporting period?	☐	☒

Organization's area code and telephone number (951) 797 - 9041

Organization's e-mail address info@passjobconnection.org

I declare under penalty of perjury that I have examined this report, including accompanying documents, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of authorized officer	Printed Name	Title	Date
Mary L Hamlin	Mary L Hamlin	CEO	9/12/2017

MAIL TO:
Registry of Charitable Trusts
P.O. Box 903447
Sacramento, CA 94203-4470
Telephone: (916) 445-2021

WEB SITE ADDRESS:
http://ag.ca.gov/charities/

ANNUAL REGISTRATION RENEWAL FEE REPORT TO ATTORNEY GENERAL OF CALIFORNIA

Sections 12586 and 12587, California Government Code
11 Cal. Code Regs. sections 301-307, 311 and 312

Failure to submit this report annually no later than four months and fifteen days after the end of the organization's accounting period may result in the loss of tax exemption and the assessment of a minimum tax of $800, plus interest, and/or fines or filing penalties as defined in Government Code section 12586.1. IRS extensions will be honored.

State Charity Registration Number: CT 0231639
Name of Organization: Pass Job Connection
Address (Number and Street): 1433 Snead St
City or Town, State and ZIP Code: Banning CA 92220

Check if:
☐ Change of address
☐ Amended report

Corporate or Organization No.:
Federal Employer I.D. No.: 46 5447787

ANNUAL REGISTRATION RENEWAL FEE SCHEDULE (11 Cal. Code Regs. sections 301-307, 311 and 312)
Make Check Payable to Attorney General's Registry of Charitable Trusts

Gross Annual Revenue	Fee	Gross Annual Revenue	Fee	Gross Annual Revenue	Fee
X Less than $25,000	0	Between 100,001 and $250,000	$50	Between $1,000,001 and $10 million	$150
Between $25,000 and $100,000	$25	Between $250,001 and $1 million	$75	Between $10,000,001 and $50 million	$225
				Greater than $50 million	$300

PART A - ACTIVITIES

For your most recent full accounting period (beginning 07/01/15 ending 6/30/16) list:

Gross annual revenue $ 2,747.08 Total assets $ 3,125.57

PART B - STATEMENTS REGARDING ORGANIZATION DURING THE PERIOD OF THIS REPORT

Note: If you answer "yes" to any of the questions below, you must attach a separate sheet providing an explanation and details for each "yes" response. Please review RRF-1 instructions for information required.

		Yes	No
1.	During this reporting period, were there any contracts, loans, leases or other financial transactions between the organization and any officer, director or trustee thereof either directly or with an entity in which any such officer, director or trustee had any financial interest?	☐	☒
2.	During this reporting period, was there any theft, embezzlement, diversion or misuse of the organization's charitable property or funds?	☐	☒
3.	During this reporting period, did non-program expenditures exceed 50% of gross revenues?	☐	☒
4.	During this reporting period, were any organization funds used to pay any penalty, fine or judgment? If you filed a Form 4720 with the Internal Revenue Service, attach a copy.	☐	☒
5.	During this reporting period, were the services of a commercial fundraiser or fundraising counsel for charitable purposes used? If "yes," provide an attachment listing the name, address, and telephone number of the service provider.	☐	☒
6.	During this reporting period, did the organization receive any governmental funding? If so, provide an attachment listing the name of the agency, mailing address, contact person, and telephone number.	☐	☒
7.	During this reporting period, did the organization hold a raffle for charitable purposes? If "yes," provide an attachment indicating the number of raffles and the date(s) they occurred.	☐	☒
8.	Does the organization conduct a vehicle donation program? If "yes," provide an attachment indicating whether the program is operated by the charity or whether the organization contracts with a commercial fundraiser for charitable purposes.	☐	☒
9.	Did your organization have prepared an audited financial statement in accordance with generally accepted accounting principles for this reporting period?	☐	☒

Organization's area code and telephone number (951) 797 - 9041
Organization's e-mail address info@passjobconnection.org

I declare under penalty of perjury that I have examined this report, including accompanying documents, and to the best of my knowledge and belief, it is true, correct and complete.

Mary L Hamlin	Mary L. Hamlin	CEO	9-11-17
Signature of authorized officer	Printed Name	Title	Date

MAIL TO:
Registry of Charitable Trusts
P.O. Box 903447
Sacramento, CA 94203-4470
Telephone: (916) 445-2021

WEB SITE ADDRESS:
http://ag.ca.gov/charities/

ANNUAL REGISTRATION RENEWAL FEE REPORT TO ATTORNEY GENERAL OF CALIFORNIA

Sections 12586 and 12587, California Government Code
11 Cal. Code Regs. sections 301-307, 311 and 312

Failure to submit this report annually no later than four months and fifteen days after the end of the organization's accounting period may result in the loss of tax exemption and the assessment of a minimum tax of $800, plus interest, and/or fines or filing penalties as defined in Government Code section 12586.1. IRS extensions will be honored.

State Charity Registration Number: CT0231639
Name of Organization: Pass Job Connection
Address (Number and Street): 1433 Snead St
City or Town, State and ZIP Code: Banning CA 92220

Check if:
☐ Change of address
☐ Amended report

Corporate or Organization No.:
Federal Employer I.D. No.: 46 5447787

ANNUAL REGISTRATION RENEWAL FEE SCHEDULE (11 Cal. Code Regs. sections 301-307, 311 and 312)
Make Check Payable to Attorney General's Registry of Charitable Trusts

Gross Annual Revenue	Fee	Gross Annual Revenue	Fee	Gross Annual Revenue	Fee
X Less than $25,000	0	Between 100,001 and $250,000	$50	Between $1,000,001 and $10 million	$150
Between $25,000 and $100,000	$25	Between $250,001 and $1 million	$75	Between $10,000,001 and $50 million	$225
				Greater than $50 million	$300

PART A - ACTIVITIES

For your most recent full accounting period (beginning 07 / 01 / 14 ending 6 / 30 / 15) list:

Gross annual revenue $ 500.00 Total assets $ 500.00

PART B - STATEMENTS REGARDING ORGANIZATION DURING THE PERIOD OF THIS REPORT

Note: If you answer "yes" to any of the questions below, you must attach a separate sheet providing an explanation and details for each "yes" response. Please review RRF-1 instructions for information required.

		Yes	No
1.	During this reporting period, were there any contracts, loans, leases or other financial transactions between the organization and any officer, director or trustee thereof either directly or with an entity in which any such officer, director or trustee had any financial interest?	☐	☒
2.	During this reporting period, was there any theft, embezzlement, diversion or misuse of the organization's charitable property or funds?	☐	☒
3.	During this reporting period, did non-program expenditures exceed 50% of gross revenues?	☐	☒
4.	During this reporting period, were any organization funds used to pay any penalty, fine or judgment? If you filed a Form 4720 with the Internal Revenue Service, attach a copy.	☐	☒
5.	During this reporting period, were the services of a commercial fundraiser or fundraising counsel for charitable purposes used? If "yes," provide an attachment listing the name, address, and telephone number of the service provider.	☐	☒
6.	During this reporting period, did the organization receive any governmental funding? If so, provide an attachment listing the name of the agency, mailing address, contact person, and telephone number.	☐	☒
7.	During this reporting period, did the organization hold a raffle for charitable purposes? If "yes," provide an attachment indicating the number of raffles and the date(s) they occurred.	☐	☒
8.	Does the organization conduct a vehicle donation program? If "yes," provide an attachment indicating whether the program is operated by the charity or whether the organization contracts with a commercial fundraiser for charitable purposes.	☐	☒
9.	Did your organization have prepared an audited financial statement in accordance with generally accepted accounting principles for this reporting period?	☐	☒

Organization's area code and telephone number (951) 797 - 9041
Organization's e-mail address info@passjobconnection.org

I declare under penalty of perjury that I have examined this report, including accompanying documents, and to the best of my knowledge and belief, it is true, correct and complete.

Mary L Hamlin	Mary L Hamlin	CEO	9-11-17
Signature of authorized officer	Printed Name	Title	Date

Alex Padilla
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Wednesday, September 13, 2017. Please refer to document **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C3664336 PASS JOB CONNECTION

Registration Date:	04/07/2014
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC NONPROFIT
Status:	ACTIVE
Agent for Service of Process:	MARY L HAMLIN 1433 SNEAD ST BANNING CA 92220
Entity Address:	1433 SNEAD ST BANNING CA 92220
Entity Mailing Address:	1433 SNEAD ST BANNING CA 92220

A Statement of Information is due EVERY EVEN-NUMBERED year beginning five months before and through the end of April.

Document Type	File Date	PDF
SI-COMPLETE	01/28/2016	
SI-COMPLETE	10/20/2014	
REGISTRATION	04/07/2014	

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- If the image is not available online, for information on ordering a copy refer to **Information Requests**.
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Frequently Asked Questions**.

Modify Search **New Search** **Back to Search Results**

Attachment #4
Page 40 of 445

PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

P.O. Box 751, Riverside, CA 92502-0751 -- (951) 486-7000
38-686 El Cerrito Road, Palm Desert, CA 92211 -- (760) 863-8732

OFFICE OF THE COUNTY CLERK

FICTITIOUS BUSINESS NAME STATEMENT

SEE REVERSE SIDE FOR FEES AND INSTRUCTIONS

- USE BLACK INK ONLY -
MUST BE TYPED OR PRINTED
INITIAL CROSS OUTS
NO WHITE OUT ALLOWED

CLERK'S USE ONLY
$_____ Fee # 17-294580 Receipt
Comments: _____

FILED
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

R-201712073

09/13/2017 01:16 PM Fee: $ 58.00
Page 1 of 1

THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS:

1a. **Fictitious Business Name** (If more than one business name at same address - Attach Supplemental Sheet)
PASS JOB CONNECTION

1b. List COMPLETE Physical Business Address (No P.O. Boxes or Postal Facilities)
1433 SNEAD ST, BANNING, CA 92220

1c. Name of County (where business is located)
RIVERSIDE

Mailing Address (If different than business address – optional)

2a. **Registrant Information** (Individual, Corp., LLC, Gen. Partner, etc.)
PASS JOB CONNECTION
If individual-spell out first, middle and last names (use dash if no middle name)
1433 SNEAD ST
Residence Address (if Corp. or LLC enter the physical address of the Corp./LLC)
BANNING City **CA** State **92220** Zip
List State of Corp./LLC. Must be registered in California **CA**

2b. **Registrant Information** (Individual, Corp., LLC, Gen. Partner, etc.)
If individual-spell out first, middle and last names (use dash if no middle name)
Residence Address (if Corp. or LLC enter the physical address of the Corp./LLC)
City State Zip
List State of Corp./LLC. Must be registered in California

2c. **Registrant Information** (Individual, Corp., LLC, Gen. Partner, etc.)
If individual-spell out first, middle and last names (use dash if no middle name)
Residence Address (if Corp. or LLC enter the physical address of the Corp./LLC)
City State Zip
List State of Corp./LLC. Must be registered in California

2d. **Registrant Information** (Individual, Corp., LLC, Gen. Partner, etc.)
If individual-spell out first, middle and last names (use dash if no middle name)
Residence Address (if Corp. or LLC enter the physical address of the Corp./LLC)
City State Zip
List State of Corp./LLC. Must be registered in California

3. This business is conducted by: (If More Than four Registrants - Attach Additional Sheet Showing Owner Information)
☐ Individual ☐ Married Couple ☐ Trust ☒ Corporation ☐ General Partnership
☐ A Limited Partnership ☐ Co-partners ☐ Joint Venture ☐ Limited Liability Company ☐ Limited Liability Partnership
☐ An Unincorporated Association - other than a partnership ☐ State or Local Registered Domestic Partnership

4. ☐ Registrant has not yet begun to transact business under the fictitious name(s) listed above.
☒ Registrant commenced to transact business under the fictitious business name(s) listed above on 2014

I declare that all the information in this statement is true and correct. (A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions Code that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars ($1,000).)

5. Signature(s) Mary L Hamlin
(Only one is required)

Typed or Printed Name(s) **MARY L. HAMLIN**

If Limited Liability Company/Corporation, Title **C.E.O.** QC'D BY: MH

THIS STATEMENT WAS FILED WITH THE COUNTY CLERK OF RIVERSIDE COUNTY ON DATE INDICATED BY FILE STAMP ABOVE

NOTICE-IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS BUSINESS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (b) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THIS STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION. THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER FEDERAL, STATE OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONAL CODE).

I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.

PETER ALDANA

RIVERSIDE COUNTY CLERK

By _____, Deputy

ACR 500 (Rev. 12/2013) Available in Alternate Formats

Attachment 5

From: bmanis <bmanis@ci.banning.ca.us>
To: mmurshedi <mmurshedi@aol.com>
Subject: FW: City Logo
Date: Mon, Mar 31, 2014 4:30 pm
Attachments: banning logo-Color-V3.jpg (1754K)

Here you go!

Bill R. Manis
Director of Economic Development/
Public Information Officer

99 E. Ramsey Street
Banning, CA 92220
(951) 922-3181 Direct
(951) 922-3171 Main
Website: www.ci.banning.ca.us

1 Attached Images

Attachment #6

Proud History
Prosperous Tomorrow

City of Banning

99 E. Ramsey Street · P.O. Box 998 · Banning, CA 92220-0998 · (951) 922-3125 · Fax (951) 922-3128

ECONOMIC DEVELOPMENT DEPARTMENT

August 19, 2014

Re: **Pass Job Connection Letter of Support**

Dear Lingafelter Program Board:

I am pleased to write this letter of support for the Pass Job Connection. Mary Hamlin and her team of volunteers have been providing the City of Banning with workforce development assistance since June of 2012. The City's partnership with Mary, and the Pass Job Connection, has proven to be a valuable resource to my Department due to the limited resources I have available.

Specifically, The Pass Job Connection provides individual and group assistance relating to job search activities. Their workforce development services include creating effective resumes, applying for jobs online and on paper, and interviewing skills and techniques.

The Pass Job Connection will also be partnering with my Department team this year on my 2nd Annual Employment Resource Fair scheduled for September 25, 2014. Mary and her team will be hosting several on-site courses at the Employment Resource Fair geared toward increasing the skill sets of local job seekers.

Having worked in the economic development and workforce development industry for almost 30 years I can honestly say that Mary Hamlin is a quality resource for our community. Her professional approach and "can do" attitude has been extremely beneficial to the services my Department provides to the general public.

Please let me know if you have any questions.

Sincerely,

Bill R. Manis

Bill R. Manis
Economic Development Director/
Public Information Officer
City of Banning

Cc Mary Hamlin

From: bmanis <bmanis@ci.banning.ca.us>
To: mmurshedi <mmurshedi@aol.com>
Subject: Follow Up
Date: Wed, Jun 11, 2014 8:18 am
Attachments: PRESS RELEASE - Workforce Development Training 6_11_14.docx (32K)

Hello Mary –

Here is the final version of the press release, please remind me of what else you need this week.

Thanks,

Bill R. Manis
Director of Economic Development/
Public Information Officer

99 E. Ramsey Street
Banning, CA 92220
(951) 922-3181 Direct
(951) 922-3171 Main
Website: www.ci.banning.ca.us



CITY OF BANNING

PRESS RELEASE

June 11, 2014

For Immediate Release
Contact: Bill Manis (951) 922-3181
Director of Economic Development/
Public Information Officer

FOR IMMEDIATE RELEASE

SUBJECT: FREE Job Search Assistance Available at Banning Community Center and Cabazon Community Center – Starting June 3, 2014 – The First Tuesday & Thursday of Each Month

Free job search assistance will be available on the first Tuesday of the month, starting on Tuesday, June 3rd at 1 pm at the Banning Community Center, located at 789 N. San Gorgonio Ave. Job seekers will be provided with assistance in finding employment opportunities offered by the Pass Job Connection and the City of Banning. The first Thursday of each month, at 2 pm, the Pass Job Connection will be at the Cabazon Community Center, located at 50390 Carmen Ave. Topics will include creating a winning resume, applying for jobs online and on paper, where to find jobs, interview techniques and networking strategies. Individual assistance will also be available.

For more information, call (951) 797-9041

###

EXHIBIT D

Recd 9-26-17

"Enlightening Young Minds"
Banning
UNIFIED SCHOOL DISTRICT

RECEIVED
AUG 29 2017
By

August 29, 2017

City of Banning
Patty Nevins, Director
Community Development Department
99 E. Ramsey Street
Banning, CA 92220

Dear Ms. Nevins,

The Banning Unified School District ("District") is in support of the Planned Unit Development to create 46 single-family residential lots and five lettered lots ("Project").

However, because there have been pedestrian issues already in that area, I strongly recommend that East Wilson Street and North Florida Street become a controlled intersection. The District and the Riverside County Office of Education have three (3) educational facilities adjacent to this intersection. The Project can only add to the current pedestrian issues.

Thank you for the opportunity to respond to the Mitigated Negative Declaration regarding Tentative Track Map No. 36710. If you have any questions please feel free to contact me at (951) 922-4049, or via email at kwilliams@banning.k12.ca.us.

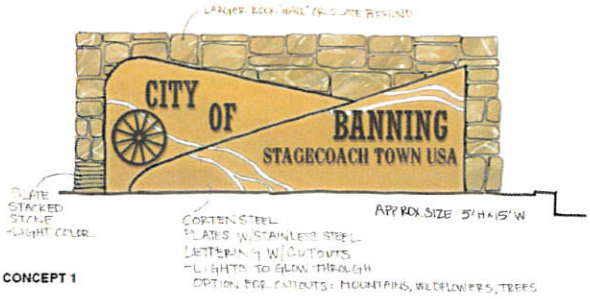
Best Regards,

Robert T. Guillen,
Superintendent

Board of Education • Alfredo Andrade • Martha Bederio • Alex Cassadas • Kerri Mariner • Vacant

161 W. Williams Street, Banning, CA 92220 • Ph (951) 922-0200 • FAX (951) 922-0227 • www.banning.k12.ca.us

EXHIBIT E



CONCEPT 1



3-D LETTERS



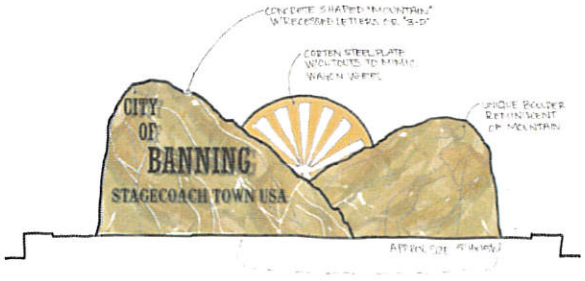
SLATE STACKED STONE - LIGHT COLOR



CORTEN STEEL LETTERS CUTOUT



ILLUMINATED LETTERS WITH LED LIGHTS



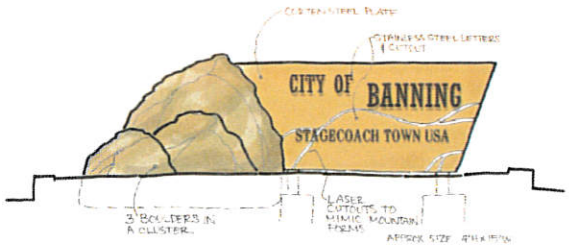
CONCEPT 2



CORTEN STEEL PLATE WITH CUTOUTS



CORTEN STEEL PLATE



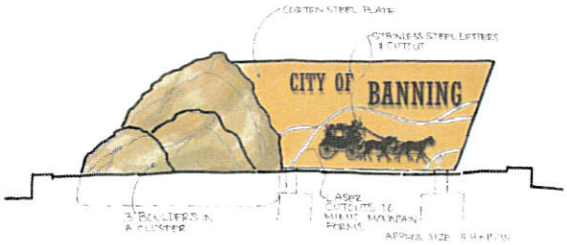
CONCEPT 3A



CORTEN STEEL PLATE WITH CUTOUTS



STAINLESS STEEL LETTERS ON COTREN STEEL PLATE



CONCEPT 3B



CORTEN STEEL PLATE WITH CUTOUTS



STAINLESS STEEL LETTERS ON COTREN STEEL PLATE

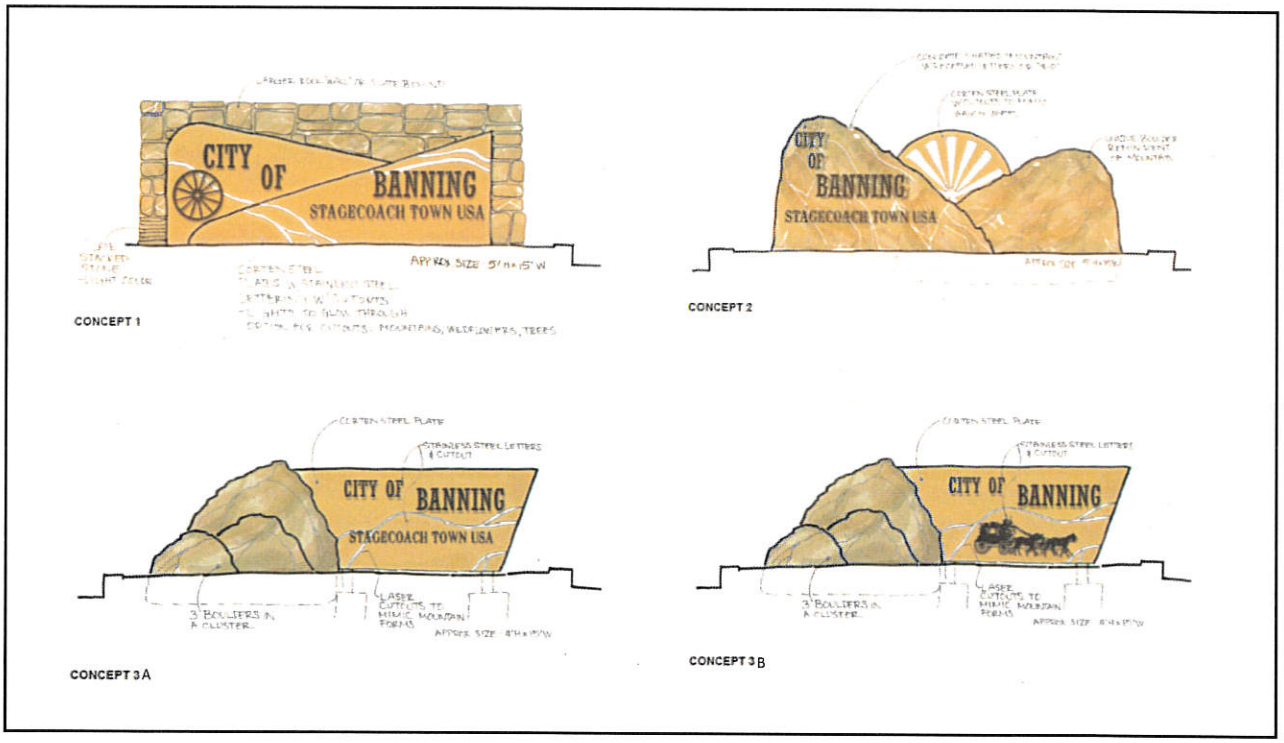

CITY OF BANNING
STAGECOACH TOWN USA
CONCEPT 1
CITY OF BANNING
STAGECOACH TOWN USA
CONCEPT 2
CITY OF BANNING
STAGECOACH TOWN USA
CONCEPT 3A
CITY OF BANNING
CONCEPT 3B

EXHIBIT F

Reference Case Output

Simple Payback N/A

NPV ($2,882,000)

Return to the Introduction | Data Input Module | Computational Module

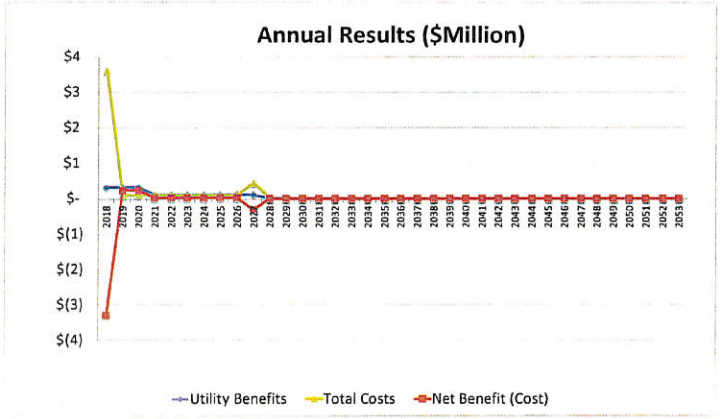
Select Beneficiaries

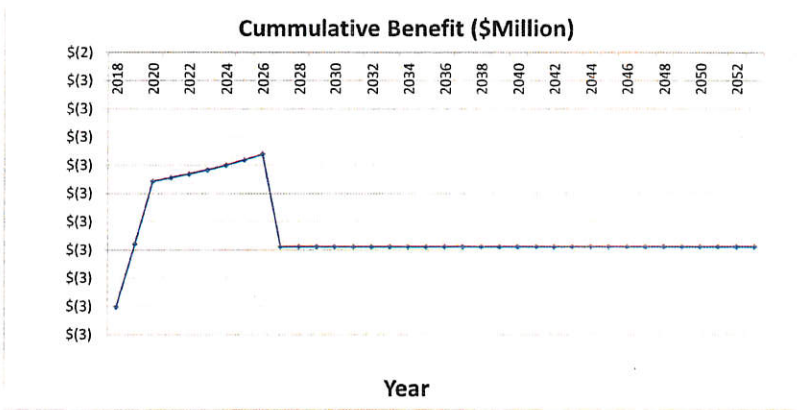
Select the stakeholder to whom the benefits should accrue.
Select only one stakeholder for each benefit.

Utility	Balancing Authority	Customer	Society	Benefits	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
1	0	0	0	Wholesale Energy Market Revenue	$ 92,800	$ 92,800	$ 92,800	$ 92,800	$ 92,800	$ 94,600	$ 96,500	$ 98,500	$ 100,400	$ 102,400
1	0	0	0	Capacity Market Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	0	0	0	Ancillary Services Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	0	0	0	Optimized Generator Operation (Non-Utility Merchant)	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000
1	0	0	0	Optimized Generator Operation (Utility/Ratepayer)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
0	1	0	0	Reduced Congestion Cost (DeRegulated)	$ 23,900	$ 23,900	$ 23,900	$ 23,900	$ 23,900	$ 23,900	$ 23,900	$ 23,900	$ 23,900	$ 23,900
0	1	0	0	Reduced Congestion Cost (Regulated)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	0	0	0	Deferred Generation Investments (Deregulated)	$ 210,000	$ 210,000	$ 210,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	0	0	0	Deferred Generation Investments (Regulated)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
0	1	0	0	Deferred Transmission Investments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	0	0	0	Deferred Distribution Investments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	0	0	0	Reduced Electricity Losses	$ 3,900	$ 3,900	$ 3,900	$ 3,900	$ 3,900	$ 4,000	$ 4,100	$ 4,200	$ 4,200	$ 4,300
1	0	0	0	Reduced Electricity Cost (Reg Utility)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
0	0	1	0	Reduced Electricity Cost (End User)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
0	0	1	0	Reduced Outages (Consumer)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	0	0	0	Reduced Outages (Utility/Ratepayer)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	0	0	0	Improved Power Quality	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
0	0	0	1	Reduced CO2 Emissions	$ 13,700	$ 15,700	$ 18,000	$ 20,800	$ 23,900	$ 24,300	$ 24,800	$ 25,300	$ 25,800	$ 26,400
0	0	0	1	Reduced SOx Emissions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
0	0	0	1	Reduced NOx Emissions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
0	0	0	1	Reduced Particulate Matter Emissions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
0	0	0	1	Reduced Water Use	$ (2,800)	$ (3,100)	$ (3,200)	$ (3,700)	$ (3,900)	$ (3,900)	$ (3,900)	$ (3,900)	$ (3,900)	$ (3,900)
				Utility Benefits	$ 313,700	$ 313,700	$ 313,700	$ 103,700	$ 103,700	$ 105,600	$ 107,600	$ 109,700	$ 111,600	$ 113,700
				Balancing Authority	$ 23,900	$ 23,900	$ 23,900	$ 23,900	$ 23,900	$ 23,900	$ 23,900	$ 23,900	$ 23,900	$ 23,900
				Customer	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
				Societal Benefits	$ 10,900	$ 12,600	$ 14,800	$ 17,100	$ 20,000	$ 20,400	$ 20,900	$ 21,400	$ 21,900	$ 22,500
				Total Benefits	$ 348,500	$ 350,200	$ 352,400	$ 144,700	$ 147,600	$ 149,900	$ 152,400	$ 155,000	$ 157,400	$ 160,100

Costs	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
System Cost	$ 3,524,200									
Operating and maintenance costs	$ 91,030	$ 91,030	$ 91,030	$ 91,030	$ 91,030	$ 91,030	$ 91,030	$ 91,030	$ 91,030	$ 91,030
Decommissioning and Disposal Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 350,000
Total Costs	$ 3,615,230	$ 91,030	$ 91,030	$ 91,030	$ 91,030	$ 91,030	$ 91,030	$ 91,030	$ 91,030	$ 441,030
Net Benefit (Cost)	$ (3,301,530)	$ 222,670	$ 222,670	$ 12,670	$ 12,670	$ 14,570	$ 16,370	$ 18,670	$ 20,570	$ (327,930)
Cumulatavie Net Benefit (Cost)	$ (3,301,530)	$ (3,078,860)	$ (2,856,190)	$ (2,843,520)	$ (2,830,850)	$ (2,816,280)	$ (2,799,710)	$ (2,781,040)	$ (2,760,470)	$ (3,087,800)
Simple Payback	#REF!									
NPV	($2,882,052)									

See Calculations





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MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

09/27/17
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Moyer on September 27, 2017, at 1:05 p.m. at the Banning Civic Center Large Conference Room, 99 E. Ramsey Street, Banning, California.

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

OTHERS PRESENT: Alejandro Diaz, Interim City Manager
Sonja De La Fuente, Deputy City Clerk

CLOSED SESSION

Mayor Pro Tem Moyer opened the closed session items for public comments; seeing none, closed public comment.

There was one item to be discussed in closed session, which was Pubic Employee Appointment/Employment - Public employment pursuant to Government Code Section 54957. Title: City Attorney.

The Meeting went into closed session at 1:06 p.m.

The Council conducted interviews of potential City Attorney candidates and at the conclusion of those interviews directed the Interim City Manager to negotiate a contract for City Attorney services.

The Meeting reconvened to open session at 4:05 p.m.

ADJOURNMENT

By common consent the meeting adjourned at 4:05 p.m.

Minutes Prepared by:

_____
Sonja De La Fuente, Deputy City Clerk

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ORDINANCE 1512

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A NOTICE OF EXEMPTION AND APPROVING ZONING TEXT AMENDMENT 17-97503 AMENDING VARIOUS SECTIONS OF THE ZONING CODE (TITLE 17 OF THE BANNING MUNICIPAL CODE) RELATED TO ACCESSORY DWELLING UNITS

WHEREAS, the City of Banning has enacted procedural regulations as part of the adopted Municipal Code; and

WHEREAS, the City Council has authority per Chapter 17.116 (Zoning Ordinance Amendments) of the City of Banning Municipal Code to approve, approve with modifications, or disapprove amendments to the Zoning Ordinance; and

WHEREAS, as of January 1, 2017, amendments to Section 65852.2 of the California Government Code became effective that regulate Residential Second Units which are now defined as Accessory Dwelling Units; and

WHEREAS, text within the Zoning Code, Title 17, of the City of Banning Municipal Code requires amending to become compliant with California Government Code Section 65852.2; and

WHEREAS, on September 6, 2017, during a duly noticed public hearing, the Planning Commission adopted Resolution 2017-10 recommending to the City Council the adoption of Ordinance 1512 approving a Notice of Exemption and Zoning Text Amendment 17-97503; and

WHEREAS, on the 15th day of September, 2017 the City gave public notice as required under Chapter 17.68 (Hearings and Appeals) of the City of Banning Municipal Code by advertising in the Record Gazette newspaper of the holding of a public hearing at which the Notice of Exemption and Zoning Text Amendment would be considered; and

WHEREAS, on the 26th day of September, 2017 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 proposed amendments, and at which time the City Council considered the Notice of Exemption and Zoning Text Amendment 17-97503; and

WHEREAS, the City Council has carefully considered all pertinent documents and the staff report offered in this case as presented at the public hearing held on the 26th day of September, 2017;

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. The City Council has reviewed and considered the information included in the General Plan, Zoning Code and Staff Report for the public hearing and public testimony prior to taking action on the proposed Zoning Text Amendment and Ordinance. This information is on file and available at the Community development Department at the City Hall of the City of Banning.

SECTION 3. The City Council finds that the Zoning Text Amendment is consistent with the goals and policies of the General Plan and is internally consistent with the Zoning Ordinance.

SECTION 4. The City Council has independently reviewed and considered the requirements of the California Environmental Quality Act and finds and determines that the adoption of Ordinance 1512 and Zoning Text Amendment 17-97503 is exempt pursuant to Section 15061 (b)(3), Review for Exemption, of the California Environmental Quality Act (CEQA) as the project will not have a significant effect on the environment.

SECTION 5. The City Council hereby further finds and determines that the City has followed the procedures for Ordinance Amendments as set forth in Sections 65850 thru 65863.12 of the California Government Code.

SECTION 6. The City Council of the City of Banning hereby adopts Ordinance 1512, adopting Zoning Text Amendment 17-97503, amending various sections of the Development Code, Title 17 as described below:

Section 17.04.070 – Definitions.

Dwelling Unit, Accessory means an attached or detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

1. An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.

2. A manufactured home, as defined in Section 18007 of the Health and Safety Code.

Living area means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

Primary Unit shall mean a single-family residential unit constructed and intended as the principal building on a lot.

Second Dwelling Unit See, Dwelling Unit, Accessory.

Table 17.08.020 Permitted, Conditional and Prohibited Residential Uses

	R/A	R/A/H	RR	RR/H	VLDR	LDR	MDR	HDR*	MH P
Accessory Dwelling Unit	P	P	P	P	P	P	P	P	X

Table 17.08.040 – Use Specific Development Standards

	R/A	R/A/H	RR	RR/H	VLDR	LDR	MDR	HDR*	MH P
F. Accessory Dwelling Unit	*	*	*	*	*	*	*	*	

17.08.100 – Accessory dwelling unit standards

A. These standards are adopted pursuant to California Government Code Section 65852.2. The purpose of these standards is to establish procedures and standards for the development of accessory dwelling units in a manner that preserves the integrity of single-family and multi-family residential areas, avoids adverse impacts on such areas and ensures a safe and attractive residential environment. It is not the intent of this chapter to override private, lawful use restrictions as may be set forth in conditions, covenants and restrictions (CC&Rs) or similar instruments.

B. An application for an accessory dwelling unit shall be considered ministerially without discretionary review or a hearing within 120 days after receiving the application.

C. The following standards shall apply to accessory dwelling units:

1. An accessory dwelling unit shall be consistent with the provisions of the applicable zoning district and the goals and policies of the general plan.

2. The lot shall contain an existing primary unit at the time an application for an accessory dwelling unit is submitted, or the application for the accessory dwelling unit may be made in conjunction with the development of the primary unit.

3. No more than one accessory dwelling unit shall be permitted on any one lot.

4. The minimum gross floor area of an accessory dwelling unit shall be 500 square feet.

5. The increased floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet.

6. The total area of floor space for a detached accessory dwelling unit shall not exceed 1,200 square feet.

7. The owner of the lot shall reside on the lot, either in the primary unit or in the accessory dwelling unit. Prior to issuance of a building permit approval, the property owner shall enter into a restrictive covenant with the city regarding such owner-occupancy requirement on a form prepared by the city, which shall be recorded against the property. Such covenant shall further provide that the accessory dwelling unit shall not be sold, or title thereto transferred separate from that of the property. If the owner ceases to reside on the property, use of the accessory dwelling unit shall be discontinued and (a) if it is an attached accessory dwelling unit, the unit converted into a portion of the primary unit, or (b) if it is a detached accessory dwelling unit, the unit removed or converted to a legal use. The director may grant temporary relief from this owner-occupancy requirement.

8. An attached accessory dwelling unit shall share at least one common wall with the living area of the primary unit. The floor area of the garage shall be included in the calculation of existing living area if the garage is to be converted to living area as part of the same permit to allow the attached accessory dwelling unit.

9. The total gross floor area of all covered structures, including an attached accessory dwelling unit, shall not exceed the lot coverage area as prescribed by the applicable zoning district.

10. No attached accessory dwelling unit shall cause the height of the primary unit to exceed the height limitation for the applicable zoning district. If the attached accessory dwelling unit is not located above any portion of the existing primary unit, the maximum height of such unit shall not exceed the height of the primary dwelling unit.

11. An attached accessory dwelling unit shall have a separate entrance; however, in no event shall any external stairwell be placed within the side yard setback.

12. In addition to the required parking for the primary unit, a minimum of one off-street parking space shall be provided on the same lot that the accessory dwelling unit is located on for (a) each bedroom in the accessory dwelling unit and (b) for each studio unit. This paragraph shall not apply to a unit described in item 13.

    a. Off street parking shall be permitted in setback areas in locations determined by the Planning Department or through tandem parking. This paragraph shall not apply to a unit described in item 13.

    b. When an accessory dwelling unit garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, and those off street

parking spaces are required to be replaced, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts. This paragraph shall not apply to a unit described in item 13 or to the required covered parking for the primary structure in accordance with Chapter 17.28.

13. No parking requirements shall be imposed on the proposed accessory dwelling unit if the unit satisfies any of the following;

    a. The accessory dwelling unit is located within one-half mile of public transit.

    b. The accessory dwelling unit is located within an architecturally and historically significant historic district.

    c. The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.

    d. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit; or

    e. When there is a car share vehicle located within one block of the accessory dwelling unit.

14. The design of an accessory dwelling unit shall be architecturally compatible with the primary unit on the same parcel with the predominant architecture of the area.

15. No setback shall be required for a legally constructed existing garage that is converted to an accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.

D. Within 120 days of a complete application, the Director of Community Development, or designee, shall approve an application for an accessory dwelling unit if all of the following requirements are met: (1) the accessory dwelling unit is located within a single-family residential zone; (2) there is only one accessory dwelling unit per single-family lot and the unit is contained within the existing space of a single-family residence or accessory structure; (3) the accessory dwelling unit has independent exterior access from the existing residence; and (4) the side and rear setbacks are sufficient for fire safety.

E. Fees charged for accessory dwelling units.

1. Accessory dwelling units shall not be considered new residential uses for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service.

    a. For an accessory dwelling unit described in item D., the applicant shall not be required to install a new or separate utility connection

directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge.

b. For an accessory dwelling unit that is not described in item D., the applicant shall be required to install a new or separate utility connections directly between the accessory dwelling unit and the utility.

F. Upon approval of an accessory dwelling unit on a lot, the lot shall not be further divided unless there is adequate land area to divide the lot consistent with the general plan and zoning designation.

G. All construction, structural alterations or additions made to create an accessory dwelling unit shall comply with current building, electrical, fire, plumbing and zoning code regulations.

H. In the event of any conflicts between the standards set forth in this chapter and those set forth in the regulations of the applicable zoning district, the provisions of this chapter shall prevail.

I. The applicant shall pay to the city all applicable fees imposed on such new development, including, but not limited to, park and recreational facility fees.

J. Decisions of the director approving or denying an application for an accessory dwelling unit shall be subject to an appeal to the Planning Commission in accordance with procedures set forth in chapter 17.68, hearings and appeals. To maintain the nondiscretionary review required under Government Code Section 65852.2, the issues on appeal shall be limited to the applications compliance with the regulations in this chapter.

17.08.250 Single-family architecture

H. Ancillary Structures. Ancillary structures such as guest houses, accessory dwelling units, barns, storage sheds, cabanas, and the like, should be designed to be architecturally compatible with the main structure through the use of walls, roofs, trellises, fences, wall connections, and/or landscaping.

Table 17.12.020 – Permitted, Conditional and Prohibited Commercial and Industrial Uses

Zone	DC	GC	HSC	PO	I	AI	BP	IMR
Residential Uses								
Accessory Dwelling Unit	X	X	X	X	X	X	X	X

SECTION 7. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provision to the other persons or circumstances shall not be affected thereby.

SECTION 8. The Mayor shall sign and the City Clerk shall certify passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in this regard and this Ordinance shall take effect thirty days after its final passage.

PASSED, APPROVED, AND ADOPTED this 10th day of October, 2017.

_____
George Moyer, Mayor
City of Banning

ATTEST:

_____
Sonja De La Fuente, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
John C. Cotti, Interim City Attorney
Jenkins & Hogin, LLP

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that Ordinance 1512 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 26th day of September, 2017, and was duly adopted at a regular meeting of said City Council on the 10th day of October, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Sonja De La Fuente, Deputy City Clerk
City of Banning, California

ORDINANCE 1515

AN ORDINANCE OF THE CITY OF BANNING AMENDING CHAPTER 15 OF THE BANNING MUNICIPAL CODE TO ADD SECTION 15.12.110 SETTING FORTH EXPEDITED PROCEDURES FOR PERMITTING ELECTRIC VEHICLE CHARGING SYSTEMS

WHEREAS, the State of California and the City of Banning has consistently promoted and encouraged the use of fuel-efficient electric vehicles; and

WHEREAS, the State of California recent adopted Assembly Bill 1236, which requires local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging systems; and

WHEREAS, creation of an expedited, streamlined permitting process for electric vehicle charging stations would facilitate convenient charging of electric vehicles and help reduce the City's reliance on environmentally damaging fossil fuels.

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

SECTION 1. TITLE, WORDS AND PHRASES

This Ordinance shall be known as the City of Banning Electric Vehicle Charging Station Permit Expediting Ordinance. The terms, phrases, and words used in this Ordinance shall be construed in compliance with the definitions set forth by California Government Code Section 65850.7.

SECTION 2. Section 15.12.110 of the City of Banning Municipal is hereby added to read as follows:

15.12.110 Expedited Electric Vehicle Charging Station Permitting

Electric Vehicle Charging Stations which qualify for expedited permit processing, pursuant to Government Code Section 65850.7, shall be subject to the administrative permitting procedures set forth in the City's Electric Vehicle Charging Station Permit Expediting Ordinance.

A. Expedited Review Process
Consistent with Government Code Section 65850.7, the Building Official shall implement an expedited administrative permit review process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited administrative permit review process and checklist may refer to the recommendations in the checklist prescribed by the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the

"Zero-Emission Vehicles in California: Community Readiness Guidebook" published by the Governor's Office of Planning and Research. The City's / County's adopted checklist shall be published on the City's / County's website.

B. Electronic Submittals

Consistent with Government Code Section 65850.7, the Building Official shall allow for electronic submittal of permit applications covered by this Ordinance and associated supporting documentations. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

C. Association Approval

Consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

C. Permit Application Processing

A permit application that satisfies the information requirements in the City's adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the City adopted checklist, and is consistent with all applicable laws, the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the City. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

D. Technical Review

It is the intent of this Ordinance to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in Government Code 65850.7, the City may require the applicant to apply for a use permit.

SECTION 3. Effect.

Any provision of the City of Banning Municipal Code or appendices thereto, inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, are hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 4. Severability.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every Section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause this Ordinance, or a summary thereof to be published once in the official newspaper within 15 days after its adoption. This Ordinance shall become effective on September 30, 2016.

SECTION 6. Effective Date.

This Ordinance shall take effect on October 1, 2017.

PASSED, APPROVED, AND ADOPTED this 10TH day of October, 2017.

_____
George Moyer, Mayor
City of Banning

ATTEST:

_____
Sonja De La Fuente, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
John C. Cotti, Interim City Attorney
Jenkins & Hogin, LLP

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that Ordinance 1515 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 26th day of September, 2017, and was duly adopted at a regular meeting of said City Council on the 10th day of October, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

CITY OF BANNING
BANNING UTILITY AUTHORITY REPORT

TO: **BANNING UTILITY AUTHORITY**

FROM: **Alejandro Diaz, Interim City Manager**

PREPARED BY: **Art Vela, Public Works Director**
Luis Cardenas, Senior Civil Engineer

MEETING DATE: **October 10, 2017**

SUBJECT: **Notice of Completion for Project No. 2017-09WW, "WWTP Fencing"**

RECOMMENDED ACTION:

That the City Council accept Project No. 2017-09WW, "WWTP Fencing" as complete, authorize the City Manager to sign the Notice of Completion, and direct the City Clerk to record the Notice of Completion.

BACKGROUND:

On June 27, 2017 the City Council adopted Resolution No. 2017-10 UA awarding an Agreement to Moore Fence Company, Inc. of Perris, CA in the amount of $82,915 for the completion of Project No. 2017-09WW, "WWTP Fencing."

The principal items of work included the removal of 2,559 feet of existing fencing of various materials; the installation of 2,561 feet of new 6-foot high chain-link security fencing with barbed wire; replacement of 541 feet of barbed wire on existing chain-link fencing; and the installation of a new double-gate for the City of Banning Waste Water Treatment Plant located at 2242 E. Charles Street, Banning CA 92220.

JUSTIFICATION:

Previously, the waste water treatment plant fencing, consisting of various materials and heights had fallen into disrepair and had some noticeable gaps. In order to secure the site to deter vandalism and prevent nuisance tumble weeds from damaging equipment

or interrupting operations, City Council approved the "WWTP Fencing" project to strategically replace or repair the sections of fencing most in need of attention.

The low bidder, Moore Fence Company, Inc. was awarded the contract and completed work on September 6, 2017. Public works staff verified through multiple field inspections that the workmanship and materials were satisfactory and that the contractor had met his obligations.

FISCAL IMPACT:

The final contract amount for this project was $83,365.00, which is 0.5% above the original contract amount and well within the approved 10% contingency. The reason for the higher cost was that two existing fence posts were loose and staff directed the contractor to re-set them. The project was funded by the Wastewater Operations Fund, Account No. 680-8000-454.90-22 (Fencing Improvements).

OPTIONS:

1. Accept Project No. 2017-09WW, "WWTP Fencing" as complete and direct the City Clerk to record the Notice of Completion.

2. City Council may elect to not accept the project as complete, which would keep the project open and prevent the release of retention funds.

ATTACHMENTS:

1. Notice of Completion

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

(Notice of Completion)

WHEN RECORDED MAIL TO:

Office of the City Clerk
City of Banning
P.O. Box 998
Banning, California 92220

FREE RECORDING:
Exempt Pursuant to
Government Code §6103

NOTICE OF COMPLETION

PROJECT NO. 2017-09WW, "WWTP FENCING"

THIS NOTICE OF COMPLETION IS HEREBY GIVEN by the OWNER, the City of Banning, a municipal corporation, pursuant to the provisions of Section 3093 of the Civil Code of the State of California, and is hereby accepted by the City of Banning, pursuant to authority conferred by the City Council this October 10, 2017, and the grantees consent to recordation thereof by its duly authorized agent.

That the OWNER, the City of Banning, and Moore Fence Company, Inc. of Perris, California, the vendee, entered into an agreement dated July 11, 2017, for Project No. 2017-09WW, "WWTP Fencing".

The principal items of work included the removal of 2559 feet of existing fencing of various materials; installation of 2561 feet new 6-foot high chain-link security fencing with barbed wire; replacement of 541 feet of barbed wire on existing chain-link fencing; and the installation of a new double gate for the City of Banning Waste Water Treatment Plant located at 2242 E. Charles Street, Banning, CA 92220.

That the work of improvement was completed on September 6, 2017, for Project No. 2017-09WW "WWTP Fencing":

(1) The Nature of Interest was removal and replacement completed on September 6, 2017 for Project No. 2017-09WW, "WWTP Fencing".

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

(3) That said work of improvement was performed at 2242 E. Charles Street in Banning, California 92220.

(4) That the original contractor for said improvement was Moore Fence Company, Inc., State Contractor's License No.915105.

(5) That Performance and Payment bonds were required for this project.

(6) The nature of interest is in fee.

Dated: October 10, 2017

CITY OF BANNING
A Municipal Corporation

By_____
Alejandro Diaz, Interim City Manager

APPROVED AS TO FORM:

_____
John Cotti, Interim City Attorney
Jenkins & Hogin, LLP

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2017 by _____ proved to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

(S e a l)

_____
Notary Public in and for said County and State

STATE OF CALIFORNIA)
) ss
COUNTY OF RIVERSIDE)

SONJA DE LA FUENTE, being duly sworn, deposes and says:

That I am the Deputy City Clerk of the City of Banning, which City caused the work to be performed on the real property hereinabove described, and is authorized to execute this Notice of Completion on behalf of said City; that I have read the foregoing Notice and know the contents thereof, and that the facts stated therein are true based upon information available to the City of Banning, and that I make this verification on behalf of said City of Banning. I declare under perjury that the forgoing is true and correct.

Executed on_____, 2017 at Banning, California.

_____
Deputy City Clerk of the City of Banning

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Alejandro Diaz, Interim City Manager**

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

MEETING DATE: **October 10, 2017**

SUBJECT: **Employment Agreement between the City of Banning and Stephen H. Badgett for the position of Interim Electric Utility Director**

RECOMMENDED ACTION:

Approve the Employment Agreement between the City and Stephen H. Badgett for the position of Interim Electric Utility Director.

JUSTIFICATION:

The Electric Utility Director's resignation created the need for a temporary employee to act as Interim Electric Utility Director to take over the day to day operations of the Electric Department effective October 11, 2017. Additionally, the Interim Electric Utility Director shall assist the City with recruitment and the interview process of the permanent replacement.

FISCAL IMPACT:

The fiscal impact will be a salary savings during this interim appointment.

ATTACHMENT:

1. Employment Agreement

Approved by:

Alejandro Diaz, Interim City Manager

ATTACHMENT 1

INTERIM ELECTRIC UTILITY DIRECTOR AGREEMENT BETWEEN THE CITY OF BANNING AND STEPHEN H. BADGETT

THIS AGREEMENT is entered into this 10th day of October, 2017 by and between the CITY OF BANNING, a general law city and municipal corporation ("CITY") and STEPHEN H. BADGETT, Retired Annuitant ("TEMPORARY EMPLOYEE").

1. **APPOINTMENT OF INTERIM ELECTRIC UTILITY DIRECTOR.** TEMPORARY EMPLOYEE is appointed as CITY's Interim Electric Utility Director. TEMPORARY EMPLOYEE will serve at the pleasure of the Interim City Manager and may be replaced at any time, with or without cause, without amending this Agreement.

2. **SCOPE OF SERVICES.** TEMPORARY EMPLOYEE will perform the services needed to serve CITY which will include, without limitation, the following:

A. TEMPORARY EMPLOYEE will work part-time, or approximately twenty (20) hours per week, until the position has been filled or TEMPORARY EMPLOYEE reaches nine hundred sixty (960) work hours in this fiscal year;

B. Perform the functions and duties specified by statute and relevant CITY ordinances and resolutions for an Electric Utility Director, and to perform such other legally permissible and proper duties and functions as CITY may from time to time assign; and

C. Additionally, TEMPORARY EMPLOYEE will coordinate with the Interim City Manager to implement an acceptable transition plan with regard to the anticipated filling of the Electric Utility Director position.

3. **COMPENSATION**. Acting pay compensation is to be the top step of base pay of the Electric Utility Director salary range. CITY agrees to pay TEMPORARY EMPLOYEE an hourly wage of eighty four dollars and thirty six cents ($84.36), paid biweekly during the term of TEMPORARY EMPLOYEE's service as interim Electric Utility Director. Upon termination of this Agreement, TEMPORARY EMPLOYEE's compensation will revert to the amount TEMPORARY EMPLOYEE is entitled to at the time this Agreement became effective.

4. **TERM.** The term of this Agreement will be until such time that a permanent Electric Utility Director is appointed, unless otherwise extended by written amendment by the parties, terminated in accordance with this Agreement, and will be automatically terminated upon CITY employing an Electric Utility Director.

5. **EXPENSE REIMBURSEMENT**. During the term of this Agreement, City will reimburse TEMPORARY EMPLOYEE for reasonable business expenses, including travel, parking, business meetings and professional dues associated with maintaining membership in Electric Utility Director related professional organizations pursuant to the applicable provisions of Banning Municipal Code and City administrative policies.

6. **CONFLICTS OF INTEREST.** TEMPORARY EMPLOYEE represents that neither TEMPORARY EMPLOYEE nor any of the attorneys or other persons employed by TEMPORARY EMPLOYEE have any material financial interest, direct or indirect, in any contract or decision made by or on behalf of CITY that may be affected by the services to be provided to CITY pursuant to this Agreement, other than a financial interest that is similar, in all material respects, to the interests of the general public. TEMPORARY EMPLOYEE agrees that he will comply with CITY's conflict of interest code as adopted by City Council resolution.

7. **TERMINATION OF SERVICES.**

A. CITY may terminate this Agreement with or without cause at any time by serving TEMPORARY EMPLOYEE with notification of such termination by mail, by fax, or by CITY's Representative's oral notice of termination followed by written confirmation of same served on TEMPORARY EMPLOYEE by mail.

B. TEMPORARY EMPLOYEE may terminate this Agreement with or without cause upon fifteen (15) days written notice to CITY.

C. CITY will compensate TEMPORARY EMPLOYEE for his services and reimburse him for costs rendered through and including the effective date of any termination.

8. **NOTICES**. Notices required under this Agreement must be given by personal service or by first class mail, postage prepaid, and addressed as follows:

To TEMPORARY EMPLOYEE:
Stephen H. Badgett
24957 Tyler Place
Murrieta, CA 92562

To CITY:
City of Banning
99 E. Ramsey Street
Banning, CA 92220
Attn: Interim City Manager

9. INDEMNIFICATION:

A. CITY will indemnify and defend TEMPORARY EMPLOYEE from any and all claims, demands, actions, losses, or charges arising out of, related to, or as a consequence of TEMPORARY EMPLOYEE performing his duties as Interim Electric Utility Director. Further, CITY will pay all expenses, costs and attorney's fees arising out of or related to the same.

B. The Parties agree that this Section will survive the termination of this Agreement. CITY's obligations under this Section apply whether TEMPORARY EMPLOYEE is or is not retained by the CITY at the time any such claim, demand, action, loss or charge is made or occurs, as the case may be so long as the action giving rise to the claim occurred during the time TEMPORARY EMPLOYEE was retained by CITY.

10. **PERMITS AND LICENSES.** TEMPORARY EMPLOYEE, at his sole expense, will obtain and maintain during the term of this Agreement, all permits, licenses, and certificates that may be required, as determined by TEMPORARY EMPLOYEE, in connection with the performance of services under this Agreement.

11. **ASSIGNABILITY.** This Agreement is for TEMPORARY EMPLOYEE's professional services. TEMPORARY EMPLOYEE 's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

12. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Riverside County.

13. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

14. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

15. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

16. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's Interim City Manager, or designee, may execute any such amendment on behalf of CITY.

17. **ACCEPTANCE OF FACSIMILE SIGNATURES.** The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

18. **EFFECTIVE DATE.** This Agreement is effective on October 10, 2017.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF BANNING,
a municipal corporation.

_____
George Moyer,
Mayor

Stephen H. Badgett,
an individual.

_____

ATTEST:

_____
Marie Calderon
City Clerk

APPROVED AS TO FORM:

_____
John C. Cotti, Interim City Attorney
Jenkins & Hogin

CITY OF BANNING
CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Philip Southard, Public Information Officer

MEETING DATE: October 10, 2017

SUBJECT: Support Efforts by the Banning Unified School District to Serve the Butterfield Development Project

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RECOMMENDED ACTION:

Support efforts by the Banning Unified School District (Banning USD) to serve the future residents of the Butterfield housing development.

BACKGROUND:

At the September 26th City Council Meeting, the City Council indicated that they would like to consider lending their support to have the Butterfield Project be served solely by Banning USD. Under the existing school district boundaries, a significant portion of the new housing project will be served by the Beaumont Unified School District (Beaumont USD).

JUSTIFICATION:

The City of Banning and Banning USD have a long-standing partnership and a mutual interest in seeing one another succeed. The City and Banning USD also have an existing MOU that allows for mutual aid and services that bring a positive benefit to the entire Banning community.

The Butterfield Specific Plan is expected to bring nearly 5,000 new residential units into the City's jurisdiction. As it currently stands, this project is served by both the Banning USD and Beaumont USD, even though the entire project resides within the Banning city limits Having a split between the City and school district creates a loss of community in

this neighborhood. Banning USD is also losing out on significant new revenue by not having this entire development within its boundaries.

FISCAL IMPACT:

None

OPTIONS:

1. Approve as recommended
2. Do not approve and provide alternative direction

ATTACHMENTS:

1. Letter of Support

Approved by:

Alejandro Diaz
Interim City Manager

ATTACHMENT 1

October 10, 2017

Superintendent Robert T. Guillen
Banning Unified School District
161 W Williams Street
Banning, CA 92220

Superintendent Guillen,

The Banning City Council would like to express our support for the Banning Unified School District (Banning USD) in its efforts to amend its boundaries to include the planned Butterfield development east of Highland Springs Avenue.

The Butterfield development project will add nearly 5,000 new homes to the City of Banning over the next 30 years. As it currently stands, this project is served by both the Banning USD and Beaumont USD, even though the entire project resides within the Banning city limits. In helping create a sense of community among this new neighborhood, we believe that it would be beneficial for Banning USD to have sole jurisdiction in providing educational services.

The City of Banning and Banning USD have a long-standing partnership and a mutual interest in seeing one another succeed. The City and Banning USD also have an existing MOU that allows for mutual aid and services that bring a positive benefit to the entire Banning community.

It is for these reasons that the Banning City Council supports Banning USD in providing educational services for the entire Butterfield development project.

Sincerely,

George Moyer
Mayor

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Alejandro Diaz, Interim City Manager**

PREPARED BY: **Art Vela, Director of Public Works**

MEETING DATE: **October 10, 2017**

SUBJECT: **Resolution 2017-95, Accepting a Non-Cash Donation from Wausau Tile, Inc.**

RECOMMENDED ACTION:

Discuss and consider adopting Resolution 2017-95, accepting a non-cash donation from Wausau Tile, Inc. made up of outdoor furnishings.

BACKGROUND:

Wausau Tile, Inc. ("Wausau") is a local manufacturer and distributor of tile products located at 1150 E. Lincoln Street in Banning. The company specializes in precast concrete and metal furnishings including benches, bollards, recreational equipment, planters, pavers and so forth. Recently, Wausau contacted Public Works staff with a donation opportunity which includes outdoor furnishings that have been manufactured with non-structural imperfections, have been slightly damaged and/or items that did not receive approval from their customers, primarily due to color. As a result, Wausau has offered these items to the City as a donation. The items have a total retail value of $15,834.

JUSTIFICATION:

Per Administrative Policy No. B-27, prior to acceptance of any donations with a value greater than $1,000, City Council approval is required.

If accepted, the items donated by Wausau, which includes waste receptacles, planters, bollards and benches, can be used throughout City facilities as deemed appropriate.

FISCAL IMPACT:

Not applicable.

OPTIONS:

1. Approve as recommended.

2. Do not approve. Per Administrative Policy No. B-27, the City reserves the right to decline any donation.

ATTACHMENTS:

1. Resolution 2017-95
2. Administrative Policy No. B-27
3. Donation List
4. Pictures

Approved by:

Alejandro Diaz
Interim City Manager

ATTACHMENT 1

RESOLUTION 2017-95

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ACCEPTING A NON-CASH DONATION FROM WAUSAU TILE, INC.

WHEREAS, Wausau Tile, Inc. identified inventory that was not salable due to manufacturing imperfections, slight damage or incorrect coloring; and

WHEREAS, Wausau Tile, Inc. contacted the City and offered a non-cash donation in the form of outdoor furnishings such as waste receptacles, planters, bollards and benches with a product retail value of $15,800; and

WHEREAS, Administrative Policy No. B-27 requires City Council approval on donations exceeding a value of $1,000; and

WHEREAS, under this approval, various waste receptacles, planters, bollards and benches will be received as a donation and distributed throughout City facilities.

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

The Banning City Council adopts Resolution 2017-95 accepting a non-cash donation from Wausau Tile, Inc.

PASSED, APPROVED AND ADOPTED this 10th day of October, 2017.

_____
George Moyer, Mayor
City of Banning

ATTEST:

_____
Sonja De La Fuente, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
John C. Cotti, Interim City Attorney
Jenkins & Hogin, LLP

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-95, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of October, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Sonja De La Fuente, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

CITY OF BANNING ADMINISTRATIVE POLICY		
Subject: Donations to City Funds and Programs/Administration		Policy No. **B-27**
Reference:	**Effective: 4/2015** **Review Date: 7/2018**	Page No. 1 of 4

Attached is Donations to City Funds and Programs/Administration Policy

City of Banning

Donations to City Funds and Programs/Administration

Effective Date: 4/2015
Review Date: 7/2018
Prepared by: Administrative Services

Approved:

Department

City Manager

PURPOSE:

The City of Banning recognizes that there are programs administered by the City that residents may wish to support by donating cash, equipment, or materials and supplies. This policy outlines the parameters under which the City will accept a donation and how the funds will be administered and accounted for.

- Provide procedures related to the requirements for acceptance of cash donations.
- Ensure that City departments are accountable for proper documentation, administration and activities, in accordance with donor instructions and as a fiduciary custodian of such donations. .

POLICY:

Approval of Donations

Prior to acceptance of cash, equipment, or materials and supplies for any City fund, program or activity, the City Manager or the City Council (as outlined in this policy) must approve acceptance of the donation and establishment of a new trust fund (where required).

Donation Requirements

Donations must reflect positively on the City or its image (e.g., donations from an organization or individual known to promote or permit discriminatory practices or behavior would be unacceptable). Donations must relate to City approved programs, projects, or activities.

Donations in an amount less than $1,000 will, at the discretion of the City Manager, be placed in an appropriate line item account and fund related to the purpose of the donation. Amounts greater than $1,000 must be approved by the City Council and will be placed in a fiduciary type (then existing or newly created) fund dedicated solely for the purpose of that donation. The City reserves the right to decline any donation with restrictions that would create an undue administrative burden upon the City.

Donation amounts greater than $250 will be acknowledged in writing by the City. Consistent with IRS regulations, non-cash donations will not stipulate a value but will simply provide a description of what was donated. In the latter case, the donor should consult a tax expert, but in any event, is responsible for assigning a value for taxable write off purposes.

Donation Submittal Process

A donor may obtain a donation submittal form from the City or simply submit a letter to the City along with the donation amount. The form or letter should indicate for what purpose the donation is made and any restrictions the donor would like placed on the donated funds. The City will provide written acknowledgement of the donation and related restrictions. The acknowledgement will also note how the City will account for the funds.

Maintenance and Monitoring of Donations

Donations which are determined to not require a new fund, but instead are deposited into a fund already established for the purpose the donation was given, will receive the accounting and reporting accorded that particular fund. Any donation set up as its own distinct fund will be handled consistent with government fund accounting. Reporting on that fund will be provided with the annual audited financial statements. Any donor desiring information prior to issuance of the audited financial statements can request, on a quarterly basis, unaudited information by contacting the City Finance Department.

City of Banning
DONATION ACCEPTANCE FORM

Per City of Banning Policy gifts, grants, or bequests of less than $1,000 in value may be accepted by the City Manager. Anything $1,000 or above shall be approved by the Banning City Council.

Acceptance of Monetary Gifts, Grants and Other Revenues from Private Sources

Donor (Entity Name): WAUSAU TILE, INC.

Recipient Organization: CITY OF BANNING

Are Funds to be used for a Specific Purpose?	No ■ (General Donation)	Yes ☐

If for a Specific Purpose Description is Required:

Amount($): RETAIL $15,834 (WAUSAU TILE, INC. JPlunkett JUSTIN PLUNKETT 7/6/17

Acceptance of Non-Monetary Gifts, Grants and Other Revenues from Private Sources

Type of Item Donated:	Purpose:
CONCRETE SITE FURNISHINGS	

Approval Signatures

City Manager's Approval Yes ☐ No ☐ Signature:_____

Date:_____

City Council Approval Yes ☐ No ☐ Signature:_____

Date:_____

ATTACHMENT 3

DONATION - ITEM LIST

Description	Quantity
ASH-N-TRASH, ASH URN AND WASTE RECEPTACLE COMBO, GREY, EXPOSED ROCK	1
WASTE RECEPTACLE, TAN, EXPOSED	1
WASTE RECEPTACLE, GREY, EXPOSED	1
UMBRELLA STAND, CHARCOAL, WEATHERSTONE	3
PLANTER, CHARCOAL, WEATHERSTONE	1
PLANTER, CHARCOAL, WEATHERSTONE	1
PLANTER, BRICK RED, WEATHERSTONE	1
PLANTER, BRICK RED, WEATHERSTONE	1
PLANTER, SAND, WEATHERSTONE	1
PLANTER, WHITE, ACID WASHED	4
PLANTER, WHITE, ACID WASHED	3
WASTE RECEPTACLE, GREY, ACID WASHED	1
SNUFFER, GREY, ACID WASHED	1
BOLLARD, SOULARD GREEN, WEATHERSTONE	4
SIGN BASE, BUFF, WEATHERSTONE	1
BOLLARD	4
BENCH, WHITE, ACID WASHED	1
BENCH, POLISHED TOP	1
BENCH, SAND, SMOOTH STAINED	1
BENCH, BUFF, WEATHERSTONE	1
BENCH, CHARCOAL, WEATHERSTONE	1
BENCH, GREY, WEATHERSTONE	1
PLANTER, BRICK RED, ACID WASHED	9
TOTAL ITEMS	44

ATTACHMENT 4





















CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Alejandro Diaz, Interim City Manager**

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

MEETING DATE: **October 10, 2017**

SUBJECT: **Adoption of Resolution 2017-82 Approving the Tentative Agreement for a Successor Memorandum of Understanding (Deal Points) and the Memorandum of Understanding Between the City of Banning and the Teamsters Local 1932, Management Unit (Teamsters) for the period July 1, 2017 through June 30, 2020.**

RECOMMENDATION:

Adoption of Resolution 2017-82 approving the tentative agreement for a successor Memorandum of Understanding (deal points) and the Memorandum of Understanding ("MOU") between the City of Banning ("City") and the Teamsters Local 1932 Management Unit (Teamsters) for the period July 1, 2017 through June 30, 2020.

JUSTIFICATION:

Section 3505.1 of the Meyers-Milias-Brown Act provides that "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding". Once approved by the governing body of a local agency, a memorandum of understanding becomes a binding agreement between the employee organization and the local agency.

BACKGROUND:

The preceding MOU between the City and the Teamsters expired on June 30, 2017. The City negotiation team had numerous communication exchanges and meetings with the Teamsters representatives beginning in November 2016.

Accordingly, the City has negotiated and all parties have agreed on an MOU based upon the prior Teamsters MOU with all changes detailed in the attached Tentative Agreement between the City and Teamsters. The primary changes are summarized as follows:

- A three year term from July 1, 2017 through June 30, 2020, retroactive upon adoption
- All represented Unit members shall receive a cost of living adjustment to salaries by an increase of three percent of base pay, based on all represented members being funded by utilities
- The City will increase the contribution to each employee's cafeteria account by fifty dollars per month, or an amount equal to six hundred dollars annually for the payment of that employee's medical insurance premium related to a City sponsored medical and dental plans, effective July of 2017, 2018 and 2019

The Teamsters MOU 2017-2020 represents the full and complete negotiated and agreed upon MOU. Upon approval of the tentative agreement, Teamsters MOU 2017-2020 and adoption of Resolution 2017-82, the MOU shall be ratified and fully executed.

OPTIONS:

1. Ratify the Tentative Agreement and Teamsters MOU 2017-2020 with adoption of Resolution 2017-82.

2. Do not ratify the Tentative Agreement and Teamsters MOU 2017-2020, and continue negotiations.

FISCAL IMPACT:

The negotiated changes result in a fiscal impact to the Utility Funds of Electric, Water, and Wastewater. The fiscal impact was included in the calculation that was presented with the all impacts to the Utility units, as the Teamsters Management Unit represents 12 employees of the approximate 165 City employees.

ATTACHMENTS:

1. Resolution 2017-82

2. Tentative Agreement for Successor Memorandum of Understanding Between The City of Banning and Teamsters Local 1932

3. Teamsters MOU 2016-2017 (Resolution 2016-95)

Approved by:

Alejandro Diaz, Interim City Manager

ATTACHMENT 1

RESOLUTION 2017-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING THE TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING (DEAL POINTS) AND APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE TEAMSTERS LOCAL 1932 REPRESENTING THE MANAGEMENT EMPLOYEES UNIT AND THE CITY OF BANNING FOR THE PERIOD OF JUNE 30, 2017 THROUGH JULY 1, 2020

WHEREAS, the City of Banning ("City") has formally recognized the Teamsters Local 1932 as the exclusive employee organization for the Management employees bargaining unit; and

WHEREAS, the prior Memorandum of Understanding between the City and the Teamsters expired on June 30, 2017; and

WHEREAS, the City and Teamsters have successfully met and conferred reached a Tentative Agreement For A Successor MOU between the City and the Teamsters Local 1932 Management employees for the period of July 1, 2017 through June 30, 2020 pursuant to the Meyers-Milias-Brown Act ("MMBA")(Gov't Code Sections 3500-3511) and the City's Employer-Employee Relations Resolution No. 2010-45; and

WHEREAS, MMBA Section 3505.1 provides that:

> "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding"; and

WHEREAS, the City labor representative and the Teamsters representatives have also jointly and concurrently prepared and signed, and the Teamsters has ratified, a proposed successor Teamsters Memorandum of Understanding for the period July 1, 2017 through June 30, 2020, where once approved by the governing body of a local agency becomes a binding agreement between the employee organization and the local agency.

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

SECTION 1: That the City Council approves the Tentative Agreement For A Successor MOU between the City and Teamsters Local 1932 for the period of July 1, 2017 through June 30, 2020, a fully executed copy of which is provided herewith as Attachment 1 and by this reference made a part hereof.

SECTION 2: That the City Council approves the Memorandum of Understanding Between the City and the Teamsters Local 1932 for the period July 1, 2017 through June 30, 2020, a fully executed copy of which is provided herewith as Attachment 2 and by this reference made a part hereof.

PASSED, APPROVED AND ADOPTED this 10th day of October, 2017.

_____
George Moyer, Mayor
City of Banning, California

ATTEST:

_____
Sonja De La Fuente, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
John C. Cotti, Interim City Attorney
Jenkins & Hogin, LLC

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-82 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of October, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING
Between
The City of Banning and
Teamsters Local 1932

Mid-Management & Professional Unit Employees

October 5, 2017

1. All terms and conditions of prior Memorandum of Understanding ("MOU") between the City and the Teamsters Local 1932 (Teamsters), formerly San Bernardino Public Employees Association, Mid-Management & Professional Unit Employees Unit shall continue unless expressly modified or changed herein.

2. Article 1.3 – Term - Except as otherwise provided herein, the successor MOU between the City and the Teamsters relative to wages, hours, and other terms and conditions of employment shall remain in force until its term expires at close of business on June 30, 2020.

3. Article 1.4 – Unit Members – Remove the Redevelopment Manager position and add the Senior Electrical Engineer position.

4. Article 11.1b – Salary Survey – In the event that salary survey results are implemented for another bargaining unit in the City, the Mid-Manager Bargaining unit salary survey results will be implemented within 30 days. Both parties have the option to request a meet and confer regarding the process of the implementation.

5. Article 11.1c – Salary Classifications – Remove the Redevelopment Manager position and add the Economic Development Manager and Senior Electrical Engineer positions. *The Salary Range of Senior Electrical Engineer not determined.*

6. Article 11.2 – Salaries – Effective July 3, 2017, all Teamsters represented Unit members, funded by utilities, shall receive a cost of living (COLA) salary increase of three percent of base pay rate as shown on the salary schedule. Thereafter, a three percent COLA increase effective the first pay period in July 2018 and July 2019.

7. Article 11.2, paragraph 2 – Performance Evaluations – Annual increase for satisfactory performance will be a minimum of two (2) steps or approximately five percent. Department Heads will have the option of granting a higher salary increase based on exceptional performance with approval of the City Manager.

8. Article 11.2a – Performance Evaluations – Employee shall be granted a step increase upon receiving a satisfactory overall evaluation on the City approved employee evaluation form OR such step increase will be automatically implemented if employee's

supervisor is thirty days late on giving such evaluation, retroactive to the due date of the evaluation.

9. Add to Article 11.3 – Probationary Period – Employee will pass probation at the end of the one year probation period upon a satisfactory performance evaluation, or shall pass probation if employee's supervisor does not provide the performance evaluation by the due date of such.

10. Article 12.1 – Exempt Employees – Add the Economic Development Manager, Senior Electrical Engineer and Management Analyst positions. Remove the Public Works Analyst and Redevelopment Manager positions.

11. Article 16.1 – Mileage, Meals & Other Reimbursements – Add the Economic Development Manager and Management Analyst positions. Remove the Redevelopment Manager position.

12. Article 17.1 – Tuition Reimbursement – Maximum reimbursement to all permanent employee Unit members shall be four thousand five hundred dollars per fiscal year, for tuition and required books related to classes qualified for tuition reimbursement.

13. Article 18.3 – Sick Leave Buy Out – Sick leave buy out may not reduce the employee's available sick leave bank below eighty hours; and (a) Sick Leave Upon Separation - Add after twenty years of continuous City service, a represented employee shall be eligible to convert to cash an amount equivalent to fifty percent of all unused sick leave.

14. Article 18.4 – Bereavement – Unit Members covered by this MOU are granted bereavement leave. *(Remove probationary period language.)*

15. Article 19.6 - Holiday Leave Accrual - The City shall grant New Year's Eve as a paid Holiday. *(In exchange for the Sick Leave Buy Out bank balance increase.)*

16. Article 20.1 – City Contributions to Cafeteria Plan – The City agrees to the following contribution to each employee's cafeteria account: Effective July 1, 2017, increase monthly cafeteria plan by fifty dollars per month; this will not constitute changes to existing medical and dental plans until the next open enrollment period. The cafeteria increase will be effective July 1, 2017 and will be paid as a six hundred dollar one-time lump sum payable in the first full pay period after adoption of the MOU for employees hired prior or by July 1, 2017; employees hired after July 1, 2017 will receive a prorated amount or the prorated portion must be paid back to the City if employment terminates prior to June 30, 2018. A fifty dollar per month increase shall be effective July 1, 2018 and July 1, 2019.

17. Article 20.3 – Eye Wear Reimbursement – City shall reimburse up to a maximum of three hundred dollars every two years per member and/or dependents.

18. ADD Article – Administrative Leave Provision – Employees will be granted paid time off based on their regular work schedule. Employee will be compensated for holidays while they are on paid administrative leave.

SIGNATURES ON FOLLOWING PAGE

TENTATIVE AGREEMENT FOR A SUCCESSOR
MEMORANDUM OF UNDERSTANDING
Between City and Teamsters for 2017-2020 Term

CITY OF BANNING	**Teamsters Local 1932**
_____	_____
Rochelle Clayton, Deputy City Manager	Natalie Harts, Business Agent
_____	_____
	Brandon Robinson, Employee

ATTACHMENT 3

MEMORANDUM OF UNDERSTANDING BETWEEN

THE CITY OF BANNING

AND

TEAMSTERS LOCAL 1932

JULY 1, 2016 – JUNE 30, 2017

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ARTICLE 1- PREAMBLE

1.1- Parties. This Memorandum of Understanding (hereinafter MOU) is entered into between The City of Banning, a municipal corporation (hereinafter "City") and Teamsters Local 1932 (hereinafter "Association"), a California nonprofit mutual benefit corporation and the recognized employee organization for the mid-management and professional unit of representation (the "Unit"), relative to wages, hours, and other terms and conditions of employment as provided by Sections 3500-3510 of the California Government Code, otherwise known as the Meyers-Milias-Brown Act.

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

1.3- MOU Term. Except as otherwise provided herein, this MOU shall be effective as of July 1, 2016 and shall remain in full force and effect until June 30, 2017 or until a successor MOU is adopted or impasse procedures are completed and the City Council approves unilateral implementation of its last, best and final offer, whichever occurs first.

1.4- Unit Members. This MOU covers employees in the following classifications:

Assistant Civil Engineer
Assistant Planner
Assistant Director Water/Wastewater
Associate Civil Engineer
Associate Electrical Engineer
Associate Planner
City Engineer
Community Services Manager
Customer Service & Billing Manager
Development Service Manager
Economic Development Manager
Electric Operations Manager
Fleet Maintenance Manager
Parks/Streets Maintenance Manager
Planning Engineer
Power Resource and Revenue Administrator
Principal Civil Engineer
Management Analyst
Public Works Superintendent
Purchasing Manager
Recreation Manager
Redevelopment Manager
Risk Management Analyst
Senior Planner
Senior Civil Engineer
Transit Manager
Utility Financial Analyst
Water/Wastewater Superintendent

ARTICLE 2- CONTINUATION OF RULES & POLICIES

2.1- Governing Law. Subject to the terms of this MOU, all City Ordinances, Policies, Resolutions, Rules and Regulations, including the Personnel Rules and Regulations of the City of Banning, the Employer-Employee Relations Resolution; and the Administrative Policies of the City of Banning, or successor rules, shall remain in effect during the course of this MOU.

2.2- Meet and Confer. The Association and the City agree to meet and confer during the term of this MOU over the adoption or revision of City Ordinances, Resolutions, Policies, Rules, Regulations, Administrative and/or Personnel Policies regarding mandatory subjects of negotiation pursuant to the Meyers-Millias-Brown Act, including but not limited to updating the City's Personnel Rules and the City's Employer- Employee Relations Resolution.

2.3- Departmental Policies. The Association recognizes the right of the City to adopt new or revised departmental rules and regulations which are not in conflict with this MOU and which are not regarding mandatory subjects of negotiation. In adopting such new or revised departmental rules and regulations, the City shall receive and consider input, if any, submitted by Unit members. The process of making such input shall not delay the timely implementation of such rule. Such input shall generally be solicited as follows:

(a) The City shall provide a draft of the proposed change to the President of the Association or his/her designee. At the time of providing the draft, a time shall be set to meet and confer on the proposed change. Such date shall be no less than twenty-five (25) and no more than thirty-five (35) calendar days following date of presentation of the draft.

(b) Within twenty (20) days following date of presentation, the Association shall provide copies of its comments to the Administrative Services Director/Deputy City Manager or his/her designee in writing. Failure to provide written comments within the twenty (20) day time period shall be deemed to be acceptance of the proposal as presented and termination of the requirement for further meet and confer.

(c) If agreement is not reached on the proposal at the first meeting, a second meeting shall be held within fifteen (15) days thereafter. If an agreement is not reached at the second meeting as to a matter which is not a mandatory subject of meet and confer, the City may proceed with the adoption of the policy without further meetings.

(d) The time limits set forth herein may be modified by the written agreement of the parties.

ARTICLE 3- EMPLOYEE RIGHTS

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

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

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

3.4- Additional Employee Rights. Unit members shall also have:

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

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

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

ARTICLE 4- MANAGEMENT RIGHTS

4.1 – City Rights. The Association recognizes and agrees that the City and its representatives have the responsibility and the authority to manage and direct all operations and activities of the City including, but not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards and the processes and the materials to be employed; the right to subcontract any work or operation; to expand or diminish services; to determine the procedures and standards of selection for employment and promotion; determine classifications; direct its employees; take disciplinary action; relieve its employees of duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted and to assign work to employees; take all necessary actions to carry out its mission in emergencies; and, exercise complete control and discretion over its organization and work performance technology.

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

ARTICLE 5- ASSOCIATION DUES DEDUCTION

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

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

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

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

5.5- The aggregate amount of Association dues deductions by the City shall be transmitted monthly to the Association. The City shall provide the Association with a list each month indicating the dues deducted from the pay of any Unit member and those Unit members for whom no deduction was made pursuant to the provisions of Sections 5.2, 5.3 and 5.4.

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

ARTICLE 6- ASSOCIATION REPRESENTATIVES

Three (3) Unit members selected by the Association may attend scheduled meetings with City management during regular hours without loss of pay, provided that such employees shall not leave their work station or assignment without first providing adequate notice to their supervisor. Additional employees who are not on duty may participate at no additional cost to the City. Such meetings shall be scheduled in a manner consistent with the City's operating requirements and work schedules. Nothing herein shall be deemed to preclude the scheduling of such meetings at hours other than such employee's regular working hours, in which event attendance shall be without pay.

ARTICLE 7- BULLETIN BOARDS

7.1- Authorized Postings. The City will furnish adequate bulletin board space where currently available. Only areas designated by the Human Resource Department may be used for posting notices. Bulletin boards may be used for the following notices:

(a) Scheduled Association meetings, agenda and minutes.

(b) Information on Association elections and election results.

(c) Information regarding Association special, credit association, recreational, and related Bulletins.

(d) Reports of official business of the Association including reports of committees or the board of directors.

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

(f) Such other items as may be approved by the Human Resource Director upon request of the Association.

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

ARTICLE 8- MEMORANDUM OF UNDERSTANDING COPIES

After it has been executed by the parties, the City shall provide the Association with one (1) executed copy and one (1) electronic copy (PDF) of this MOU. Association shall be responsible for providing copies of this MOU to Unit members at Association's expense. City shall also provide a copy of the executed MOU to any Unit member hired or promoted into the Unit after the effective date of the MOU. The City may charge for any additional copies.

ARTICLE 9- MEETINGS

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

9.2- Use of City Facilities. The Association may be granted permission to use City facilities for the purpose of meeting with employees to conduct its internal affairs provided space for such meetings can be made available without interfering with City needs. Permission to use facilities must be obtained by the Association from the Administrative Services Director/Deputy City Manager or his/her designee. The Association shall be held fully responsible for any damages to and security of any facility that is used by the Association.

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

9.4- Subcontracting Work. The City shall notify the Association President of its intention to subcontract work performed by employees covered by this MOU no later than the date bids are requested for said contract work. The Association may comment on the proposed subcontracting and may request a meeting under Article 9 to discuss it or if applicable may ask for a meet and confer on the effects.

ARTICLE 10- HOURS OF WORK

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

ARTICLE 11- SALARIES, PERFORMANCE EVALUATIONS, RETIREMENT BENEFITS, AND EDUCATION INCENTIVE

11.1- Salary Survey & Salary Classifications.

(a) The City will fund a salary survey by a professional consultant that will commence in July 2016 and will establish negotiations with Teamsters for the 2017-2018 MOU.

(b) The Salary Survey shall include the Cities listed below for each manager in the specified Divisions. At the conclusion of the Salary Survey, the high and low salaries will be disregarded and the mean salary for each position shall be determined as the salary to base negotiations on.

General	Electric Utility	Water Utility	Wastewater Utility
• La Quinta • Coachella • Palm Springs • Colton • Azusa • Corona • Riverside	• Anaheim • Riverside • Colton • Azusa • Southern California Edison • Pasadena • Burbank	• Anaheim • Azusa • Colton • Riverside • Eastern Municipal Water District • Redlands	• Riverside • Redlands • Colton • Ontario • Chino • Coachella Valley • Eastern Municipal Water District

(c) Unit classifications are assigned to salary ranges, as set forth below in accordance with the City's adopted Salary Table. Employees will be able to progress through the salary range as set forth in section 11.2.

Classification	Salary Range
Assistant Director	85
City Engineer	85
Electric Operations &	85
Development Services	84
Utility Financial Analyst	76
Power Resource & Revenue	85
Redevelopment Manager	85
Senior Civil Engineer	82
Water/Wastewater	81
Public Works Superintendent	81
Senior Planner	79
Purchasing Manager	77
Planning Engineer	76
Associate Civil Engineer	76
Associate Electrical Engineer	76
Fleet Maintenance Manager	75
Transit Manager	73
Customer Service & Billing	71
Streets/Parks Maintenance	70
Assistant Civil Engineer	68
Associate Planner	68
Community Services Manager	68
Management Analyst	68
Risk Management Analyst	64
Assistant Planner	63
Recreation Manager	62
Principal Civil Engineer	N/A

The City and the Association agree to meet and confer regarding the job description and salary range for the classification of Principal Civil Engineer at such time as the City desires to fund a position in that classification. The City reserves the right to fill the position with the current incumbent in the classification of Career Part-Time Associate Civil Engineer, or with any other qualified applicant, whichever best meets its needs at that time.

11.2- Salaries, Performance Evaluations, Probationary Period & Assignment to Ranges.

Effective July 1, 2016, all unit members shall receive a cost of living adjustment (COLA) salary increase of two percent (2%) on the base pay rate as shown on the salary schedule provided herewith as Attachment A.

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

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

(b) A first denial of a step increase shall not be an allowable subject of the exercise of employee rights under the grievance procedure outlined herein.

(c) An employee denied a step increase shall thereafter have monthly meetings to review his/her performance with his/her supervisor and shall have the City approved employee evaluation form completed no later than six (6) months after the date of the performance evaluation which led to the denial of the step increase. If the employee's overall performance is rated satisfactory, then the employee shall be granted the appropriate step increase effective the first pay period following the six month re-evaluation period. Such step increase shall not be retroactive.

(d) If the employee's performance continues to be unsatisfactory after the six month re-evaluation period, the employee shall be given a final denial of step increase for the remainder of the regular evaluation period. After this final denial the monthly meetings to review his/her performance with his/her supervisor shall continue until the employee's next annual review. Denial of a step increase under this subsection shall be subject to review by an Evaluation Review Committee. The Evaluation Review Committee shall be comprised of the Employee Relations Officer, a non-evaluating Department Head selected by the employee, and an Association business representative. The Evaluation Review Committee shall make any adjustment to the evaluation that it deems justified by majority vote and its decision shall be final with no other right of appeal or grievance on the matter.

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

11.3- Probationary Period. The probationary period for newly hired represented employees will be one (1) year. The probationary period for promotions will remain at six (6) months.

Probation Extension on an employees' initial probation can be extended if necessary, for a period not to exceed six (6) months. If extended, such action must be extended during initial probation period. Any extended period of absence from duty four continuous weeks (2 pay periods) or more for any reason except scheduled vacation, will automatically cause a probation period to be extended equal to the period of absence.

The City agrees that as soon as practicable, job specifications will be reviewed to determine any necessary changes in minimum education requirements.

11.4- California Public Employees Retirement System (CalPERS) Formulas.

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

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

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

11.5- Contributions to CalPERS.

(a) Effective January 1, 2013, all miscellaneous new hires defined by CalPERS as "new members" pay their full employee member contribution rate towards their CalPERS retirement benefit per the Public Employees Pension Reform Act of 2013 (rates vary per retirement formula).

(b) Effective the first full pay period that included January 22, 2013, all Association represented employees began paying their full member contribution rate as well to their respective retirement plan with CalPERS and the City eliminated any and all Employer Paid Member Contributions.

11.6- FICA. Unit members shall pay the employee's portion of the Federal Insurance Contributions Act (FICA) tax and the City shall be responsible for payment of the employer's portion.

11.7- Disability.

(a) Each Unit member shall pay the cost of membership in the State Disability Insurance or other long term disability insurance selected by the City.

(b) An employee with sick leave accruals available may use their accruals in conjunction with STD/LTD benefits until exhausted. When sick leave is exhausted, an employee may use accumulated vacation leave and may also elect to use compensatory time to extend full pay as long as possible except when exempted by Human Resources Policy and the Family Leave Policy. An employee is prohibited from receiving more than 100% of salary in combined sick/vacation/comp time and the City mandated STD or LTD benefits.

11.8- Direct Deposit. All Unit members shall be paid by direct deposit of their payroll check into an account of their choice, except those employees who either do not hold an account with a financial institution that offers direct deposit or who do not hold an account of any type. It shall be the responsibility of the employee to establish and maintain such account. When separation from the City is caused by death, payment of all outstanding compensation, including Salary and all remaining Sick Leave, Vacation, Comp Time or Holiday Time accruals shall be paid into the employee's direct deposit account the same as regular payroll.

11.9- Residency Credit. All Unit members who reside within City limits shall receive one $150 per month per employee(s) household discount against the cost of electric and water service during the period of such residence.

11.10- Education Incentive. Unit members whose job specification does not require a bachelor's degree as a minimum requirement shall receive additional compensation of $200.00 per month for a Bachelor's Degree; employees who possess a Bachelor's Degree and a job related certificate shall receive $225.00 per month; employees who possess a Bachelor's Degree and a certification through a professional designation of official competency after taking a test or meeting established criteria by a universally recognized authority or association will receive $250.00 per month; employees who possess a Master's Degree will receive $275.00 per month; those employees who possess a Master's Degree and a certification through a professional designation of official competency after taking a test or meeting criteria established by a universally recognized authority of association shall receive $300.00 per month.

ARTICLE 12- COMPENSATORY TIME, OVERTIME AND ON-CALL PAY

12.1- Exempt Employees.

Except as outlined in Article 12.8, the following listed Unit classifications shall not receive overtime pay:

Assistant Director Water/Wastewater
Associate Civil Engineer
Associate Electrical Engineer
City Engineer
Community Services Manager
Customer Services & Billing Manager
Development Services Manager (Building Official)
Electric Operations & Maintenance Manager
Fleet Maintenance Manager
Parks/Streets Maintenance Manager
Planning Engineer
Public Works Analyst
Public Works Superintendent
Power Resource & Revenue Administrator
Principal Civil Engineer
Public Works Superintendent
Purchasing Manager
Recreation Manager
Redevelopment Manager
Risk Management Analyst
Senior Civil Engineer
Senior Planner
Transit Manager
Utility Financial Analyst
Water/Wastewater Superintendent

12.2- Non-Exempt Employees.

The following Unit members are entitled to receive overtime pay:

Assistant Planner
Associate Planner
Assistant Civil Engineer

12.3- Compensated time off for Non-Exempt employees listed in Article 12.2:

(a) Non-Exempt Unit members shall be paid for all overtime at the rate of time and one-half (1-112) for each hour worked, or they shall accrue compensatory time off hours at the rate of one and one-half hour (1-1/2) for each hour worked up to a maximum of two-hundred forty (240) hours.

(b) Unit members may exercise the option to cash out a maximum of sixty (60) hours of compensatory time off per fiscal year.

12.4- Hours Worked. For purposes of overtime calculation, "hours worked" for non-exempt Unit members shall include time spent in required court appearances as set forth in Article 14. All other hours paid for but not worked, including, but not limited to vacation, holiday, sick leave, on call time and compensatory time off shall not be counted as hours worked for overtime calculation.

12.5- Non-Exempt Overtime. All work performed by Unit members listed in Article 12.2 in excess of forty (40) hours per week shall be paid at the rate of one and one half times (1-1/2) the employee's regular hourly base rate of pay, except for employees who choose to be compensated In additional compensatory time as outlined in Article 12.3 All overtime worked shall be authorized by a supervisor in advance of working overtime hours, if possible. Otherwise, the claim for overtime shall be subject to review by the Administrative Services Director.

12.6- Non-Exempt On-Call Status. Only the employees listed in Article 12.2, the non-FLSA (Fair Labor Standards Act) exempt Unit members, shall be entitled to additional compensation for on call status. Unit members required to remain in an on call status shall, at employee's option, receive an additional eight (8) hours of compensatory time or pay at his/her regular rate for each week for such duty plus and additional one (1) hour for any week in which a holiday occurs. Unit members shall be entitled to receive the pro rata equivalent for any partial week.

(a) When required to respond, Unit members shall receive, at employee's option, a minimum of two (2) hours of compensatory time or pay at his/her regular rate for any time worked during the first one (1) hour and compensatory time or pay at time and one-half (1-1/2) for each hour worked thereafter.

(b) For purposes of this Article, Unit members shall be deemed to be In on call status only when all of the following conditions are met:

(1) The appropriate Director has placed the employee in on call status by a notice in writing;

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

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

12.7- CTO Cash-Out. In the event a Unit member terminates his or her employment, the City shall "cash out" the employee's accrued compensatory time. The employee shall be compensated for all such compensatory time at his/her then current, straight time rate of pay.

12.8- Contract Overtime for Non-Exempt Employees. In assessing costs against such other agency for work performed by Unit members, the City shall assess compensation for such employee at the rate of one and one-half (1-1/2) times the regular rate of compensation. Represented employees shall receive in compensation the greater of that received from the third party agency for the employee's services or such compensation as he/she shall be otherwise entitled to under law and this MOU.

12.9- Personal Leave. Unit members shall receive paid personal leave time accrued at a rate of 3.77 hours per pay period to compensate for time spent in excess of normal working hours in completing their responsibilities. This personal leave time shall be capped at a total of one hundred ninety-two (192) hours, at which time accrual shall cease until the unused balance of accrued time drops below the cap.

(a) In the event a Unit member terminates his or her employment with the City, the employee shall be compensated for all accrued personal leave at his or her then current rate of pay.

(b) Unit members may exercise the option to cash out a maximum of sixty (60) personal leave hours per fiscal year from their active or unique personal leave bank.

ARTICLE 13- ACTING PAY AND PROMOTION PAY

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

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

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

ARTICLE 14- PAY FOR JURY DUTY & COURT APPEARANCES

Any Unit member who shall be summoned for attendance to any court for jury duty during his/her normal working hours shall be deemed to be on duty and there shall be no loss of salary, but any jury fees received by him/her shall be paid into the City treasury. Any employee, who shall be called as a witness arising out of and in the course of his/her City employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received by him/her shall be paid into the City treasury. An employee absent as a witness in a private matter shall not be entitled to be paid during such absence, but he/she may, however, use vacation leave, holiday leave, personal leave or compensatory leave for such absence.

ARTICLE 15- SAFETY, EQUIPMENT, AND TRAINING

15.1- The City will provide Unit members safety equipment in accordance with California State Law. Effective the first full pay period in January, 2013, and annually thereafter, the City shall provide a yearly boot/safety shoe allowance of two-hundred fifty dollars ($250) to each employee who is required, by nature of his/her work to wear a specific type/style of shoe or boot. An approved shoe/boot is one which meets the minimum standards as determined by the department head. Departmental standards shall not be less than those which may be required by CAL/OSHA. Employees shall wear approved shoes/boots during working hours where required by work conditions.

15.2- The City shall reimburse Unit members the reasonable replacement value of personal property destroyed in the course and scope of their employment. The employee shall make application for reimbursement by presenting to the appropriate supervisor the damaged or destroyed article. Personal property subject to this provision consists of personal property necessary to fulfill the employee's job duties and that is approved in advance for use on the job. Replacement for prescription eyewear is limited to two-hundred dollars ($200) per pair per year. Replacement for watches is limited to one-hundred dollars ($100) per year. Replacement of items will be secondary to any applicable insurance.

15.3- A Joint Safety and Training Committee shall be continued.

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

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

(c) Findings. Proceedings of the Committee shall be completely independent of any disciplinary action and the Committee's findings shall not be entered into the record of any such disciplinary proceedings.

ARTICLE 16- MILEAGE, MEALS AND OTHER REIMBURSEMENTS

16.1- Effective July 1, 2008, the following listed Unit member classifications were provided with a two-hundred fifty dollar ($250) per month vehicle allowance under this section. The City also provides employees with mileage reimbursements as provided in the Administrative Policy E-1 dated September 1, 2001, except that AP E-1 item C.4 was amended as follows: mileage for trips exceeding forty (40) miles round trip shall be reimbursable at the current IRS rate for total trip mileage that exceeds forty (40) miles, an employee may only request reimbursement for expenses equal to or greater than twenty dollars ($20) and an employee must keep record of the mileage or aggregate from multiple trips to establish the twenty dollar ($20) minimum.

Associate Civil Engineer
Associate Electrical Engineer
Associate Planner
Assistant Civil Engineer
Assistant Planner
Community Services Manager
Customer Service & Billing Manager
Planning Engineer
Power Resource & Revenue Administrator
Principal Civil Engineer
Purchasing Manager
Recreation Manager
Redevelopment Manager
Risk Management Analyst
Senior Planner
Senior Civil Engineer
Utility Financial Analyst

16.2- The following listed Unit member classifications shall be provided with a City Vehicle for performing City business and travel to and from work:

Assistant Director Water/Wastewater
City Engineer
Development Services Manager (CBO)
Fleet Maintenance Manager
Public Works Superintendent
Streets/Parks Maintenance Manager
Electric Operations & Maintenance Manager
Public Utilities Superintendent

In the event the City vehicle is unavailable, then the employee shall receive a vehicle allowance or mileage, consistent with City policy. The City is currently working on a new and updated Vehicle Policy and the parties agree to meet and confer on such policy even to the extent that it changes the benefits provided in this Article.

16.3- All Unit members receiving such vehicle allowance shall name the City as an additional named insured on any policy of insurance providing coverage for the vehicle used by the employee for the purposes set forth herein. Proof of current insurance shall be available upon request.

16.4- Unit members assigned a take home vehicle shall be reimbursed for use of their own vehicle for authorized City business at the rate set by the Internal Revenue Service.

16.5- Unit members shall be reimbursed for meals as per the Administrative Policies of the City and in compliance with IRS rules, whichever is more current.

16.6- The City shall bear the full cost of any fidelity or other bonds required of Unit members under any law or ordinance.

ARTICLE 17- TUITION, AND PROFESSIONAL TRAINING AND TRAVEL

17.1- Qualifications. Maximum reimbursement to all permanent employee Unit members shall be three thousand five hundred dollars ($3,500) per fiscal year for tuition and required books related to classes qualified for tuition reimbursement. Tuition paid will be reimbursed for courses approved by the Department Head and taken in an accredited educational institution provided that:

(a) The subject matter of the course relates to obtaining a degree, including prerequisites, or relates directly to and contributes toward the employee's position with the City.

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

(c) The employee has furnished evidence that the course has been completed with at least a 'C' grade or "pass" grade, verified by Human Resources.

17.2- Reimbursement.

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

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

17.3- Training. The City hereby agrees to pay, as outlined in Article 16, the travel and subsistence expenses of Unit members for professional and official travel, meetings, and occasions required to continue the professional development of Unit members and to adequately pursue necessary official and other functions of the City, including but not limited to annual state conference of the California League of Cities, and such other national, regional, state and local governmental groups provided it is budgeted in the annual operations budget. Time spent in City required and approved training or conferences, including travel time shall be included as time worked in accordance with FLSA standards. The City shall not pay for the costs incurred to meet minimum job requirements. Reimbursement for meals, lodging or travel are subject to IRS rules for reporting compensation through payroll or reimbursement through accounts payable.

17.4- Tools. The City hereby agrees to finance at no interest the purchase of any job- related tools or equipment that serve the professional development of any Unit members over the term of this MOU. Such tools and equipment shall be approved in advance by the Human Resources Department. Repayment to the City by the Unit member shall be made by payroll deductions until the amount loaned is completely repaid. The maximum period for repayment shall be two (2) years.

ARTICLE 18- SICK LEAVE

18.1- Sick Leave Accrual. Unit members shall accrue three and sixty-nine hundredth (3.69) hours of sick leave per pay period. Sick leave shall accrue up to a cap of four hundred (400) hours. Leave banks can be utilized for time off or for conversions per provisions in the MOU.

18.2- Use of Sick Leave. Sick leave shall be granted only where consistent with the City's Sick Leave policy (currently AP-01), except as otherwise provided in the Family Medical Leave Act and Pregnancy Leave policies of the City (currently AP-02).

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

(a) Sick Leave Upon Separation. Upon separation, service retirement, disability retirement, or termination, a Unit member shall be eligible to receive a cash payment for accrued sick leave in the "Banks" in an amount equivalent to straight time, to a maximum of ninety-six (96) hours. After ten (10) years of continuous City service, all hours accrued in the "Bank," less the total hours cashed out in 18.3, shall be eligible for conversion to cash in an amount equivalent to thirty percent (30%) of such unused sick leave. Such reimbursement to be computed based upon the employees' final compensation rate. (See AP-01.)

(b) Sick Leave Conversion. Beginning with the eleventh (11) year of City service, Unit members may convert the value of the total amount of their sick leave "Bank" minus forty (40) hours to either Deferred Compensation or the Retiree Health Savings.

18.4- Bereavement. All Unit members covered by this MOU who have passed their probation are granted bereavement leave. In the event of the death of a member of their family, including spouse, domestic partner, mother, father, brother, sister, child, stepchild, grandchild, or grandparent of the employee or any one of the same relatives of the employee's spouse or domestic partner, the employee shall be allowed thirty (30) hours of bereavement leave for each death of a family member. In the event of the death of a spouse or multiple family deaths occurring within a twenty-four (24) hour period, the employee shall be allowed forty (40) hours of bereavement leave.

18.5- Bereavement - Use of Leave Balances. In addition to the foregoing bereavement leave, the Unit member may also utilize up to twenty (20) hours from accrued sick leave, if there is a death of a family member and up to forty (40) hours from accrued sick leave in the event of the death of a spouse or multiple family deaths. If the employee has insufficient accumulated sick leave to exercise this option, then the employee may utilize accrued vacation, or compensated time off for the additional bereavement leave.

ARTICLE 19- VACATION AND HOLIDAY LEAVE

19.1 -Vacation Leave Accruals. Unit member vacation leave shall accrue in accordance with the following schedules:

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

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

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

19.2- Maximum Vacation Leave Accrual. Vacation leave may be accrued to a maximum of three-hundred twenty (320) hours. If an employee has accumulated the maximum allowed under this Article, said employee will receive no further vacation leave accruals until said employees uses a portion of his/her vacation leave and his/her vacation leave accruals have been reduced below the maximum. There shall be no retroactive receipt of any vacation leave lost as a result of this Article.

19.3- Vacation Leave Approval Required. Vacation leave may be taken with approval of the employee's supervisor, and as otherwise consistent with the policies of the City. Vacation leave may be taken at any time after six (6) months of City employment. Vacation leave taken shall not be in excess of that actually accrued at the time such vacation leave is taken. Vacation leave must be approved a minimum of fourteen (14) days in advance of the first day of such vacation. Exceptions may be made to the fourteen (14) day notice requirement for emergencies or at the discretion of the employee's supervisor.

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

19.5- Vacation Payment. In-Lieu. Unit members with greater than two-hundred fifty (250) hours of accrued vacation time may request a one-time cash out of fifty percent (50%) of the total available hours to be paid at their current pay rate. Unused vacation accrual in excess of eighty (80) hours may be paid off at the option of the employee up to a maximum of eighty (80) hours per fiscal year.

19.6- Holiday Leave Accrual. The following holidays shall be granted to employees: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Eve and Christmas.

(a) One (1) ten (10) hour floating holiday will be credited to Employee's Holiday Leave bank July 1st each year. Accrued floating holiday hours may be taken in one hour increments. Leave balances must be used during the fiscal year or they will be cashed out according to Administrative Policy A-30.

(b) Effective July 1, 2013, all of a Unit member's existing holiday leave hours were moved to a new unique leave account bank. The cash value of any holiday leave hours in the unique leave account bank shall be equal to and, upon cash-out, remain at the employee's then current pay rate. Upon termination, for any reason, the employee shall be entitled to one- hundred percent (100%) of the unused holiday leave on the books then existing, including that in the unique leave bank account.

19.7- Holiday Leave Approval Required. Holiday leave (section 19.6 (a) and (b)) other than City recognized holidays (City Hall closed) must be approved a minimum of fourteen (14) days in advance of the first day of such leave. Exceptions may be made to the fourteen (14) day notice requirement for emergencies or at the discretion of the Unit member's supervisor.

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

19.9- Additional Holidays. If, during the term of this MOU, the City Council recognizes an additional Holiday for City employees, Unit members will be granted the holiday.

19.10- Promotional Pay Out of Leave. Prior to implementation of a promotion to a different bargaining unit, the City shall be entitled to cash-out at the Unit member's current pay rate, all vacation, holiday and comp time leave banks in excess of three hundred (300) hours collectively. Employee will identify which leave balances will remain.

ARTICLE 20 - CAFETERIA PLAN

20.1- City Contributions to Cafeteria Plan. Effective July 1, 2016, increase monthly cafeteria plan by $50 per month; this will not constitute changes to existing medical and dental plans until the next open enrollment period. The cafeteria increase will be paid as a $600.00 one-time check payable in the first full pay period after adoption of the MOU for employees hired prior to or by July 1, 2016. Thereafter, effective July 1, 2017, the cafeteria plan contribution will be increased to $1,250 per month.

(a) Said contribution shall first be used to provide for health insurance for the employee. Employee shall be covered by health insurance with a City approved health plan unless the employee provides proof to the City that employee is covered by another acceptable health plan as determined by the City's Human Resource Department.

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

1. Health Insurance for employee's spouse and/or dependents;
2. Dental Insurance for employee, spouse and/or dependents;
3. Eye care plan for employee, spouse and/or dependents;
4. Deferred compensation programs;
5. Eye care plan for employee, spouse and/or dependents; and
6. Supplemental insurance options.

(c) Unit members may elect to receive ninety-two and five-tenths percent (92.5%) of the balance in cash as CalPERS non-includable taxable income.

(d) The City will pay for life insurance in the amount of one-hundred fifty thousand dollars ($150,000) and the Unit member will pay the taxes on the portion of the premium attributable to coverage above fifty thousand dollars ($50,000).

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

20.3- Eye Wear Reimbursement. The City will reimburse Unit members and/or their dependents a maximum of two-hundred fifty dollars ($250) per Unit member and/or Dependent for prescription eyewear every two (2) years from the date of last reimbursement.

ARTICLE 21- LAYOFFS AND RE-EMPLOYMENT

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

21.2- Reasons for Layoff. The City retains the right to determine when a lack of work or lack of funds condition exists. Lack of work means that a category of work effort within the City can be fulfilled with fewer employees at an acceptable level of service. Lack of funds means that the City cannot sustain operations at the current level of employment within the funding available.

21.3- Notice of Layoff. Any layoff initiated under the provisions of this MOU can take place at any time during the year. The City shall notify the affected Unit members in writing at least sixty (60) calendar days prior to the employee's last day of work. The City reserves the right to pay the employee for such sixty (60) day period or any remaining portion thereof, and to require the employee to immediately vacate City property. A copy of any notice will be f01warded to the appropriate Association representative. Any notice of layoff shall specify the reason for the layoff and effective date. The form, procedure and timing of such notice shall be subject to the established Grievance Procedure, provided however, that the City's decision to layoff is not subject to the Grievance Procedure. The date of layoff shall not be delayed by the pendency of a grievance.

21.4- Order of Layoff. Any layoff shall be effective within classes determined by the City. The order of layoff shall be based on the City Manager's evaluation of critical position function and seniority measured as the length of uninterrupted service within the class as measured to the date of the layoff notice.

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

21.6- Re-Employment Rights.

(a) Any Unit member who has been given a written notice of layoff may compete for any open position for which he or she is qualified. The City will make reasonable efforts to notify the affected employee of any position that is open or any future position that is opening for the Unit member's consideration. The Human Resource Department shall receive and date the resume/application and set up testing for the Unit member who is qualified for that position. The Unit member shall compete with any other laid off employee who also qualifies for that position. A Unit member that has been laid off and is qualified shall compete for the position that has opened or that is opening prior to it being open to present employees or to the public.

(b) Unit members who have been laid off or reduced in classification under the provisions of this Article shall be placed upon reemployment lists for a period of two (2) years, or until they are re-employed with the City, whichever occurs first. For purposes of this section, "reemployment" means any full-time employment with the City. Employees on a reemployment list shall have hiring preference for vacancies in their original classifications in order of their respective seniorities within those classifications, with the most senior employees having first preference. Employees on such reemployment lists shall also have preference over new hires in applying for vacancies in bargaining unit classifications other than those from which they were laid off, and according to the City's usual and customary hiring practices.

(c) This Article shall be implemented consistent with the provisions of Administrative Policy AP-10.

ARTICLE 22-·GRIEVANCE PROCEDURE

22.1- FLSA Applicability. As to all Unit members, no discipline may be imposed except as consistent with FLSA rules for the applicable class of exempt employee.

22.2- Grievable Matters. Any permanent employee in the Unit who has a grievance based upon his/her demotion, dismissal, reduction in pay, improper treatment, violation of the personnel ordinance or salary resolution, shall be entitled to have the matter reviewed through the following grievance procedure outlined in this Article. This right shall not extend to complaints concerning Performance Evaluation forms.

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

22.4- Step One. If the grievance is not adjusted to the satisfaction of the Unit member under the procedures set forth in Sections 23.3 above, the employee or his/her representative may submit the grievance, in writing, to their department head, within fourteen (14) calendar days after the completion of the last step under paragraph 23.3 above. The department head and a representative of the Human Resources department shall meet with the employee and his/her representative if applicable, within fourteen (14) calendar days of receipt of such written grievance, and the department head shall deliver a decision in writing, to the employee, along with the reasons for such decision, within fourteen (14) calendar days after the meeting.

22.5- Step Two. If the grievance is not adjusted to the satisfaction of the employee under the procedure set forth in Section 23.4 above, the employee or his/her representative may submit written notice to the City Manager within fourteen (14) calendar days after the completion of the last step under paragraph 23.4 above of his/her intent to submit the matter to advisory arbitration. The procedures set forth below shall be followed.

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

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

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

(d) The cost of the arbitrator shall be split equally by the City and the Association.

(e) All arbitration proceedings shall be recorded. The arbitrator shall be required to provide both parties with a decision and with written findings of fact in support of the decision. The arbitrator's decision shall be consistent with and supported by the substantive law.

22.6- Step Three. Within seven (7) calendar days after the Association and City receive the advisory arbitrator's recommendation, either party may submit written argument whether the arbitrator's opinion should be accepted, rejected or modified. Within fourteen (14) calendar days after the seven (7) day period above has expired, the City Manager shall advise the Association and the department head whether the City Manager is accepting, rejecting, or modifying the recommended decision. The decision of the City Manager shall be final and binding.

22.7- Time Extensions. The above time limits may be changed by mutual agreement

ARTICLE 23- SAVINGS CLAUSE

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

ARTICLE 24- COMPLETE AGREEMENT

Anything contained herein to the contrary notwithstanding, during the meeting and conferring resulting in this MOU, the City and the Association each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the Meyers-Milias-Brown Act imposes an obligation to meet and confer. Except as specifically set forth elsewhere in this MOU, the City expressly waives its right to require the Association meet and confer, and the Association expressly waives its right to require the City to meet and confer, over all matters as to which the Meyers-Milias-Brown Act imposes an obligation to meet and confer, whether or not: (a) such matters are specifically referred to in this MOU; (b) such matters were discussed between the City and the Association during the negotiations which resulted in this MOU; (c) such matters were within the contemplation of or knowledge of the City or the Association at the time this MOU was negotiated and executed. This MOU contains the entire understanding, undertaking, and agreement of the City and the Association, after exercise of the right and opportunity referred to in the first sentence of this Article, and

finally determines all matters of meeting and conferring for its term. Changes in this MOU, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the City and the Association.

ARTICLE 25- RATIFICATION AND EXECUTION

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

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THEIR SIGNATURES TO BE AFFIXED THIS 1st DAY OF November, 2016.

For the City of Banning

Michael Rock,
City Manager

Rochelle Clayton,
Deputy City Manager

Rita Chapparosa, Human
Resources/Risk Manager

Teamsters Local, 1932

Steve Matthews,
Labor Relations Representative

Brandon Robinson,
Employee Representative

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Michael Rock,
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Brandon Robinson,
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ATTACHMENT 2
to Resolution No. 2016-95

(Memorandum of Understanding between the
City and Teamsters Local 1932)

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
27	Hourly	10.2814	10.5436	10.8126	11.0884	11.3712	11.6612	11.9586	12.2637	12.5764	12.8972	13.2262	13.5635	13.9095
	Biweekly	822.51	843.49	865.01	887.07	909.69	932.90	956.69	981.09	1,006.12	1,031.78	1,058.09	1,085.08	1,112.76
	Annual	21,385.32	21,930.77	22,490.14	23,063.77	23,652.04	24,255.31	24,873.96	25,508.40	26,159.02	26,826.23	27,510.46	28,212.14	28,931.72
28	Hourly	10.5384	10.8072	11.0828	11.3655	11.6554	11.9527	12.2575	12.5702	12.8908	13.2196	13.5567	13.9025	14.2571
	Biweekly	843.07	864.57	886.62	909.24	932.43	956.21	980.60	1,005.61	1,031.26	1,057.57	1,084.54	1,112.20	1,140.57
	Annual	21,919.80	22,478.89	23,052.23	23,640.20	24,243.17	24,861.52	25,495.63	26,145.93	26,812.80	27,496.69	28,198.02	28,917.24	29,654.80
29	Hourly	10.8017	11.0772	11.3597	11.6495	11.9466	12.2513	12.5638	12.8843	13.2129	13.5499	13.8955	14.2499	14.6134
	Biweekly	864.14	886.18	908.78	931.96	955.73	980.11	1,005.10	1,030.74	1,057.03	1,083.99	1,111.64	1,139.99	1,169.07
	Annual	22,467.54	23,040.60	23,628.27	24,230.93	24,848.97	25,482.77	26,132.73	26,799.27	27,482.81	28,183.79	28,902.64	29,639.84	30,395.83
30	Hourly	11.0716	11.3540	11.6436	11.9406	12.2452	12.5575	12.8778	13.2062	13.5431	13.8885	14.2427	14.6060	14.9786
	Biweekly	885.73	908.32	931.49	955.25	979.61	1,004.60	1,030.22	1,056.50	1,083.45	1,111.08	1,139.42	1,168.48	1,198.29
	Annual	23,029.00	23,616.38	24,218.74	24,836.46	25,469.94	26,119.58	26,785.78	27,468.98	28,169.60	28,888.10	29,624.92	30,380.53	31,155.42
31	Hourly	11.3486	11.6380	11.9349	12.2393	12.5514	12.8716	13.1999	13.5366	13.8818	14.2359	14.5990	14.9713	15.3532
	Biweekly	907.88	931.04	954.79	979.14	1,004.12	1,029.73	1,055.99	1,082.92	1,110.55	1,138.87	1,167.92	1,197.71	1,228.26
	Annual	23,605.00	24,207.07	24,824.49	25,457.67	26,106.99	26,772.88	27,455.75	28,156.03	28,874.18	29,610.64	30,365.89	31,140.41	31,934.67
32	Hourly	11.6324	11.9291	12.2334	12.5454	12.8654	13.1935	13.5300	13.8751	14.2290	14.5920	14.9641	15.3458	15.7372
	Biweekly	930.59	954.33	978.67	1,003.63	1,029.23	1,055.48	1,082.40	1,110.01	1,138.32	1,167.36	1,197.13	1,227.67	1,258.98
	Annual	24,195.42	24,812.55	25,445.42	26,094.43	26,759.99	27,442.53	28,142.48	28,860.28	29,596.39	30,351.28	31,125.42	31,919.31	32,733.44
33	Hourly	11.9232	12.2273	12.5392	12.8590	13.1870	13.5233	13.8683	14.2220	14.5847	14.9567	15.3382	15.7294	16.1306
	Biweekly	953.86	978.19	1,003.14	1,028.72	1,054.96	1,081.87	1,109.46	1,137.76	1,166.78	1,196.54	1,227.06	1,258.36	1,290.45
	Annual	24,800.28	25,432.84	26,081.53	26,746.76	27,428.96	28,128.57	28,846.01	29,581.76	30,336.27	31,110.03	31,903.52	32,717.25	33,551.74
34	Hourly	12.2214	12.5331	12.8528	13.1806	13.5168	13.8615	14.2151	14.5776	14.9495	15.3308	15.7218	16.1228	16.5340
	Biweekly	977.71	1,002.65	1,028.22	1,054.45	1,081.34	1,108.92	1,137.21	1,166.21	1,195.96	1,226.46	1,257.74	1,289.82	1,322.72
	Annual	25,420.44	26,068.81	26,733.72	27,415.60	28,114.86	28,831.96	29,567.34	30,321.49	31,094.87	31,887.97	32,701.31	33,535.39	34,390.74
35	Hourly	12.5269	12.8464	13.1740	13.5101	13.8547	14.2080	14.5704	14.9420	15.3232	15.7140	16.1148	16.5258	16.9473
	Biweekly	1,002.15	1,027.71	1,053.92	1,080.81	1,108.37	1,136.64	1,165.63	1,195.36	1,225.85	1,257.12	1,289.18	1,322.07	1,355.79
	Annual	26,055.90	26,720.48	27,402.01	28,100.93	28,817.67	29,552.70	30,306.47	31,079.46	31,872.18	32,685.11	33,518.77	34,373.70	35,250.44
36	Hourly	12.8402	13.1677	13.5036	13.8480	14.2012	14.5634	14.9349	15.3158	15.7065	16.1071	16.5179	16.9392	17.3713
	Biweekly	1,027.22	1,053.42	1,080.29	1,107.84	1,136.10	1,165.07	1,194.79	1,225.27	1,256.52	1,288.57	1,321.43	1,355.14	1,389.70
	Annual	26,707.68	27,388.89	28,087.47	28,803.87	29,538.54	30,291.95	31,064.57	31,856.91	32,669.45	33,502.72	34,357.24	35,233.55	36,132.22

Effective 07/01/2016

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
37	Hourly	13.1609	13.4966	13.8409	14.1939	14.5559	14.9272	15.3079	15.6984	16.0988	16.5094	16.9305	17.3623	17.8051
	Biweekly	1,052.88	1,079.73	1,107.27	1,135.51	1,164.47	1,194.18	1,224.63	1,255.87	1,287.90	1,320.75	1,354.44	1,388.98	1,424.41
	Annual	27,374.76	28,072.98	28,789.01	29,523.30	30,276.32	31,048.55	31,840.48	32,652.60	33,485.44	34,339.52	35,215.38	36,113.58	37,034.70
38	Hourly	13.4900	13.8341	14.1869	14.5488	14.9199	15.3004	15.6906	16.0909	16.5013	16.9221	17.3538	17.7964	18.2503
	Biweekly	1,079.20	1,106.73	1,134.95	1,163.90	1,193.59	1,224.03	1,255.25	1,287.27	1,320.10	1,353.77	1,388.30	1,423.71	1,460.02
	Annual	28,059.18	28,774.86	29,508.79	30,261.44	31,033.29	31,824.82	32,636.55	33,468.98	34,322.63	35,198.07	36,095.83	37,016.49	37,960.63
39	Hourly	13.8274	14.1801	14.5418	14.9127	15.2930	15.6831	16.0831	16.4933	16.9140	17.3454	17.7878	18.2415	18.7068
	Biweekly	1,106.19	1,134.41	1,163.34	1,193.01	1,223.44	1,254.65	1,286.65	1,319.47	1,353.12	1,387.63	1,423.03	1,459.32	1,496.54
	Annual	28,761.04	29,494.62	30,246.91	31,018.39	31,809.54	32,620.88	33,452.90	34,306.15	35,181.17	36,078.50	36,998.72	37,942.40	38,910.16
40	Hourly	14.1731	14.5346	14.9053	15.2855	15.6754	16.0752	16.4852	16.9057	17.3369	17.7791	18.2325	18.6976	19.1745
	Biweekly	1,133.85	1,162.77	1,192.43	1,222.84	1,254.03	1,286.01	1,318.82	1,352.45	1,386.95	1,422.32	1,458.60	1,495.81	1,533.96
	Annual	29,480.04	30,231.96	31,003.05	31,793.82	32,604.75	33,436.37	34,289.20	35,163.78	36,060.66	36,980.43	37,923.65	38,890.93	39,882.88
41	Hourly	14.5272	14.8977	15.2777	15.6673	16.0669	16.4768	16.8970	17.3280	17.7699	18.2232	18.6880	19.1646	19.6535
	Biweekly	1,162.17	1,191.81	1,222.21	1,253.39	1,285.36	1,318.14	1,351.76	1,386.24	1,421.60	1,457.86	1,495.04	1,533.17	1,572.28
	Annual	30,216.48	30,987.18	31,777.54	32,588.06	33,419.25	34,271.64	35,145.77	36,042.20	36,961.49	37,904.23	38,871.02	39,862.46	40,879.20
42	Hourly	14.8905	15.2703	15.6598	16.0592	16.4688	16.8889	17.3197	17.7614	18.2144	18.6790	19.1554	19.6440	20.1451
	Biweekly	1,191.24	1,221.63	1,252.78	1,284.74	1,317.51	1,351.11	1,385.57	1,420.91	1,457.16	1,494.32	1,532.44	1,571.52	1,611.60
	Annual	30,972.30	31,762.28	32,572.41	33,403.20	34,255.18	35,128.89	36,024.89	36,943.74	37,886.03	38,852.35	39,843.32	40,859.56	41,901.73
43	Hourly	15.2613	15.6505	16.0497	16.4591	16.8789	17.3094	17.7509	18.2036	18.6679	19.1441	19.6324	20.1331	20.6466
	Biweekly	1,220.90	1,252.04	1,283.98	1,316.72	1,350.31	1,384.75	1,420.07	1,456.29	1,493.43	1,531.53	1,570.59	1,610.65	1,651.73
	Annual	31,743.42	32,553.07	33,383.37	34,234.84	35,108.04	36,003.50	36,921.81	37,863.53	38,829.28	39,819.66	40,835.30	41,876.85	42,944.96
44	Hourly	15.6443	16.0433	16.4525	16.8721	17.3024	17.7438	18.1963	18.6605	19.1364	19.6245	20.1250	20.6384	21.1648
	Biweekly	1,251.54	1,283.46	1,316.20	1,349.77	1,384.20	1,419.50	1,455.71	1,492.84	1,530.91	1,569.96	1,610.00	1,651.07	1,693.18
	Annual	32,540.04	33,370.01	34,221.14	35,093.99	35,989.09	36,907.03	37,848.38	38,813.74	39,803.73	40,818.96	41,860.09	42,927.77	44,022.69
45	Hourly	16.0356	16.4446	16.8640	17.2941	17.7353	18.1876	18.6515	19.1272	19.6151	20.1154	20.6285	21.1546	21.6942
	Biweekly	1,282.85	1,315.57	1,349.12	1,383.53	1,418.82	1,455.01	1,492.12	1,530.18	1,569.21	1,609.23	1,650.28	1,692.37	1,735.53
	Annual	33,354.00	34,204.73	35,077.15	35,971.83	36,889.33	37,830.23	38,795.13	39,784.63	40,799.38	41,840.01	42,907.18	44,001.57	45,123.88
46	Hourly	16.4362	16.8554	17.2854	17.7262	18.1784	18.6420	19.1175	19.6051	20.1052	20.6180	21.1438	21.6831	22.2362
	Biweekly	1,314.90	1,348.44	1,382.83	1,418.10	1,454.27	1,491.36	1,529.40	1,568.41	1,608.41	1,649.44	1,691.51	1,734.65	1,778.90
	Annual	34,187.34	35,059.32	35,953.55	36,870.58	37,811.00	38,775.40	39,764.41	40,778.64	41,818.74	42,885.37	43,979.20	45,100.94	46,251.28
47	Hourly	16.8472	17.2769	17.7175	18.1694	18.6329	19.1081	19.5955	20.0953	20.6078	21.1335	21.6725	22.2253	22.7921
	Biweekly	1,347.77	1,382.15	1,417.40	1,453.55	1,490.63	1,528.65	1,567.64	1,607.62	1,648.63	1,690.68	1,733.80	1,778.02	1,823.37
	Annual	35,042.10	35,935.88	36,852.46	37,792.42	38,756.36	39,744.88	40,758.61	41,798.20	42,864.30	43,957.60	45,078.78	46,228.56	47,407.67

Effective 07/01/2016

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
48	Hourly	17.2684	17.7089	18.1605	18.6237	19.0988	19.5859	20.0854	20.5977	21.1231	21.6619	22.2144	22.7810	23.3620
	Biweekly	1,381.47	1,416.71	1,452.84	1,489.90	1,527.90	1,566.87	1,606.84	1,647.82	1,689.85	1,732.95	1,777.15	1,822.48	1,868.96
	Annual	35,918.28	36,834.41	37,773.91	38,737.37	39,725.41	40,738.64	41,777.72	42,843.31	43,936.07	45,056.70	46,205.92	47,384.44	48,593.03
49	Hourly	17.7004	18.1519	18.6149	19.0897	19.5766	20.0759	20.5880	21.1131	21.6516	22.2038	22.7702	23.3509	23.9465
	Biweekly	1,416.03	1,452.15	1,489.19	1,527.17	1,566.13	1,606.07	1,647.04	1,689.05	1,732.13	1,776.31	1,821.61	1,868.07	1,915.72
	Annual	36,816.90	37,755.95	38,718.96	39,706.52	40,719.28	41,757.86	42,822.94	43,915.18	45,035.28	46,183.95	47,361.92	48,569.93	49,808.75
50	Hourly	18.1428	18.6055	19.0801	19.5667	20.0658	20.5776	21.1024	21.6407	22.1926	22.7587	23.3392	23.9345	24.5449
	Biweekly	1,451.42	1,488.44	1,526.40	1,565.34	1,605.26	1,646.21	1,688.19	1,731.25	1,775.41	1,820.69	1,867.13	1,914.76	1,963.59
	Annual	37,736.94	38,699.46	39,686.53	40,698.77	41,736.83	42,801.37	43,893.07	45,012.60	46,160.69	47,338.07	48,545.47	49,783.67	51,053.46
51	Hourly	18.5964	19.0707	19.5571	20.0559	20.5675	21.0921	21.6300	22.1817	22.7475	23.3277	23.9227	24.5329	25.1586
	Biweekly	1,487.71	1,525.65	1,564.57	1,604.47	1,645.40	1,687.37	1,730.40	1,774.54	1,819.80	1,866.22	1,913.82	1,962.63	2,012.69
	Annual	38,680.44	39,667.02	40,678.77	41,716.32	42,780.34	43,871.49	44,990.48	46,138.01	47,314.80	48,521.62	49,759.21	51,028.37	52,329.90
52	Hourly	19.0613	19.5474	20.0460	20.5573	21.0816	21.6193	22.1708	22.7362	23.3162	23.9109	24.5207	25.1462	25.7875
	Biweekly	1,524.90	1,563.79	1,603.68	1,644.58	1,686.53	1,729.55	1,773.66	1,818.90	1,865.29	1,912.87	1,961.66	2,011.69	2,063.00
	Annual	39,647.40	40,658.65	41,695.69	42,759.18	43,849.79	44,968.22	46,115.18	47,291.40	48,497.61	49,734.59	51,003.12	52,304.01	53,638.07
53	Hourly	19.5379	20.0362	20.5473	21.0714	21.6088	22.1600	22.7252	23.3048	23.8992	24.5088	25.1339	25.7750	26.4324
	Biweekly	1,563.03	1,602.90	1,643.78	1,685.71	1,728.70	1,772.80	1,818.01	1,864.38	1,911.94	1,960.70	2,010.71	2,062.00	2,114.59
	Annual	40,638.84	41,675.37	42,738.35	43,828.43	44,946.32	46,092.72	47,268.36	48,473.99	49,710.36	50,978.28	52,278.53	53,611.95	54,979.37
54	Hourly	20.0264	20.5372	21.0610	21.5982	22.1490	22.7140	23.2933	23.8874	24.4967	25.1215	25.7623	26.4194	27.0932
	Biweekly	1,602.11	1,642.97	1,684.88	1,727.85	1,771.92	1,817.12	1,863.47	1,911.00	1,959.74	2,009.72	2,060.98	2,113.55	2,167.46
	Annual	41,654.85	42,717.30	43,806.85	44,924.18	46,070.02	47,245.08	48,450.11	49,685.88	50,953.17	52,252.78	53,585.54	54,952.30	56,353.91
55	Hourly	20.5270	21.0506	21.5875	22.1381	22.7028	23.2818	23.8756	24.4846	25.1091	25.7495	26.4063	27.0798	27.7705
	Biweekly	1,642.16	1,684.05	1,727.00	1,771.05	1,816.22	1,862.54	1,910.05	1,958.77	2,008.73	2,059.96	2,112.50	2,166.39	2,221.64
	Annual	42,696.18	43,785.19	44,901.97	46,047.24	47,221.72	48,426.16	49,661.32	50,927.98	52,226.95	53,559.05	54,925.13	56,326.05	57,762.70
56	Hourly	21.0400	21.5766	22.1269	22.6913	23.2701	23.8636	24.4723	25.0964	25.7366	26.3930	27.0662	27.7565	28.4645
	Biweekly	1,683.20	1,726.13	1,770.15	1,815.30	1,861.61	1,909.09	1,957.78	2,007.72	2,058.92	2,111.44	2,165.29	2,220.52	2,277.16
	Annual	43,763.10	44,879.32	46,024.01	47,197.90	48,401.73	49,636.27	50,902.29	52,200.60	53,532.03	54,897.42	56,297.63	57,733.56	59,206.11
57	Hourly	21.5661	22.1162	22.6803	23.2588	23.8520	24.4604	25.0843	25.7241	26.3802	27.0530	27.7431	28.4507	29.1763
	Biweekly	1,725.29	1,769.30	1,814.42	1,860.70	1,908.16	1,956.83	2,006.74	2,057.93	2,110.42	2,164.24	2,219.44	2,276.05	2,334.11
	Annual	44,857.56	46,001.70	47,175.02	48,378.26	49,612.20	50,877.61	52,175.29	53,506.07	54,870.80	56,270.33	57,705.57	59,177.40	60,686.78
58	Hourly	22.1051	22.6689	23.2471	23.8400	24.4481	25.0716	25.7111	26.3669	27.0394	27.7291	28.4364	29.1617	29.9054
	Biweekly	1,768.41	1,813.51	1,859.77	1,907.20	1,955.85	2,005.73	2,056.89	2,109.35	2,163.15	2,218.33	2,274.91	2,332.93	2,392.44
	Annual	45,978.54	47,151.27	48,353.91	49,587.22	50,852.00	52,149.03	53,479.14	54,843.18	56,242.01	57,676.52	59,147.61	60,656.23	62,203.33
59	Hourly	22.6577	23.2356	23.8283	24.4361	25.0593	25.6985	26.3539	27.0261	27.7155	28.4224	29.1473	29.8907	30.6531
	Biweekly	1,812.62	1,858.85	1,906.26	1,954.88	2,004.75	2,055.88	2,108.32	2,162.09	2,217.24	2,273.79	2,331.78	2,391.26	2,452.25
	Annual	47,128.08	48,330.13	49,562.84	50,826.99	52,123.38	53,452.84	54,816.21	56,214.35	57,648.15	59,118.53	60,626.40	62,172.74	63,758.52

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Salary Schedule
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Attachment "A"

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
60	Hourly	23.2241	23.8165	24.4239	25.0469	25.6857	26.3409	27.0127	27.7017	28.4083	29.1329	29.8759	30.6379	31.4194
	Biweekly	1,857.93	1,905.32	1,953.92	2,003.75	2,054.86	2,107.27	2,161.02	2,216.14	2,272.66	2,330.63	2,390.07	2,451.04	2,513.55
	Annual	48,306.18	49,538.28	50,801.80	52,097.55	53,426.35	54,789.04	56,186.49	57,619.59	59,089.23	60,596.36	62,141.93	63,726.92	65,352.34
61	Hourly	23.8047	24.4119	25.0346	25.6731	26.3279	26.9994	27.6881	28.3943	29.1185	29.8612	30.6228	31.4039	32.2049
	Biweekly	1,904.38	1,952.95	2,002.76	2,053.85	2,106.23	2,159.95	2,215.05	2,271.54	2,329.48	2,388.90	2,449.83	2,512.31	2,576.39
	Annual	49,513.86	50,776.76	52,071.87	53,400.02	54,762.04	56,158.80	57,591.19	59,060.11	60,566.49	62,111.30	63,695.51	65,320.13	66,986.19
62	Hourly	24.4001	25.0224	25.6606	26.3151	26.9863	27.6746	28.3805	29.1044	29.8467	30.6080	31.3887	32.1893	33.0103
	Biweekly	1,952.01	2,001.79	2,052.85	2,105.21	2,158.91	2,213.97	2,270.44	2,328.35	2,387.74	2,448.64	2,511.09	2,575.14	2,640.82
	Annual	50,752.14	52,046.62	53,374.13	54,735.49	56,131.57	57,563.26	59,031.47	60,537.13	62,081.19	63,664.63	65,288.46	66,953.71	68,661.43
63	Hourly	25.0101	25.6480	26.3022	26.9731	27.6610	28.3666	29.0901	29.8320	30.5929	31.3732	32.1734	32.9941	33.8356
	Biweekly	2,000.81	2,051.84	2,104.18	2,157.84	2,212.88	2,269.32	2,327.21	2,386.56	2,447.43	2,509.86	2,573.88	2,639.52	2,706.85
	Annual	52,021.02	53,347.87	54,708.56	56,103.96	57,534.94	59,002.43	60,507.35	62,050.65	63,633.31	65,256.34	66,920.77	68,627.65	70,378.07
64	Hourly	25.6353	26.2892	26.9597	27.6474	28.3525	29.0757	29.8173	30.5778	31.3577	32.1576	32.9778	33.8189	34.6815
	Biweekly	2,050.83	2,103.14	2,156.78	2,211.79	2,268.20	2,326.06	2,385.38	2,446.23	2,508.62	2,572.60	2,638.22	2,705.51	2,774.52
	Annual	53,321.52	54,681.54	56,076.25	57,506.53	58,973.29	60,477.46	62,020.00	63,601.88	65,224.11	66,887.72	68,593.75	70,343.31	72,137.48
65	Hourly	26.2763	26.9465	27.6338	28.3386	29.0614	29.8027	30.5628	31.3423	32.1417	32.9616	33.8023	34.6644	35.5486
	Biweekly	2,102.10	2,155.72	2,210.70	2,267.09	2,324.91	2,384.21	2,445.02	2,507.39	2,571.34	2,636.92	2,704.18	2,773.15	2,843.89
	Annual	54,654.66	56,048.68	57,478.26	58,944.30	60,447.73	61,989.51	63,570.62	65,192.05	66,854.84	68,560.04	70,308.73	72,102.02	73,941.06
66	Hourly	26.9329	27.6199	28.3243	29.0468	29.7876	30.5474	31.3265	32.1256	32.9449	33.7852	34.6470	35.5307	36.4369
	Biweekly	2,154.63	2,209.59	2,265.95	2,323.74	2,383.01	2,443.79	2,506.12	2,570.04	2,635.60	2,702.82	2,771.76	2,842.45	2,914.95
	Annual	56,020.44	57,449.30	58,914.60	60,417.27	61,958.28	63,538.59	65,159.20	66,821.15	68,525.49	70,273.30	72,065.69	73,903.80	75,788.79
67	Hourly	27.6062	28.3103	29.0324	29.7729	30.5323	31.3111	32.1097	32.9287	33.7685	34.6298	35.5131	36.4189	37.3478
	Biweekly	2,208.50	2,264.83	2,322.59	2,381.83	2,442.58	2,504.88	2,568.77	2,634.29	2,701.48	2,770.39	2,841.05	2,913.51	2,987.82
	Annual	57,420.90	58,885.48	60,387.41	61,927.65	63,507.18	65,126.99	66,788.12	68,491.62	70,238.57	72,030.07	73,867.27	75,751.33	77,683.44
68	Hourly	28.2962	29.0179	29.7580	30.5170	31.2954	32.0936	32.9122	33.7517	34.6125	35.4954	36.4007	37.3291	38.2813
	Biweekly	2,263.69	2,321.43	2,380.64	2,441.36	2,503.63	2,567.49	2,632.98	2,700.13	2,769.00	2,839.63	2,912.06	2,986.33	3,062.50
	Annual	58,856.04	60,357.22	61,896.69	63,475.43	65,094.43	66,754.73	68,457.38	70,203.45	71,994.06	73,830.34	75,713.46	77,644.61	79,625.01
69	Hourly	29.0038	29.7436	30.5022	31.2802	32.0780	32.8962	33.7353	34.5957	35.4781	36.3830	37.3110	38.2627	39.2386
	Biweekly	2,320.30	2,379.49	2,440.18	2,502.42	2,566.24	2,631.70	2,698.82	2,767.66	2,838.25	2,910.64	2,984.88	3,061.01	3,139.09
	Annual	60,327.90	61,866.62	63,444.59	65,062.81	66,722.30	68,424.12	70,169.35	71,959.09	73,794.48	75,676.68	77,606.89	79,586.33	81,616.26
70	Hourly	29.7291	30.4873	31.2650	32.0624	32.8802	33.7188	34.5789	35.4608	36.3653	37.2928	38.2440	39.2195	40.2198
	Biweekly	2,378.33	2,438.99	2,501.20	2,564.99	2,630.41	2,697.51	2,766.31	2,836.87	2,909.22	2,983.43	3,059.52	3,137.56	3,217.58
	Annual	61,836.48	63,413.68	65,031.11	66,689.79	68,390.78	70,135.16	71,924.03	73,758.52	75,639.81	77,569.07	79,547.55	81,576.49	83,657.18

Effective 07/01/2016

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
71	Hourly	30.4720	31.2492	32.0463	32.8636	33.7019	34.5615	35.4430	36.3470	37.2741	38.2248	39.1997	40.1996	41.2249
	Biweekly	2,437.76	2,499.94	2,563.70	2,629.09	2,696.15	2,764.92	2,835.44	2,907.76	2,981.93	3,057.98	3,135.98	3,215.97	3,297.99
	Annual	63,381.78	64,998.40	66,656.24	68,356.38	70,099.88	71,887.84	73,721.42	75,601.75	77,530.05	79,507.53	81,535.45	83,615.10	85,747.78
72	Hourly	31.2341	32.0307	32.8477	33.6855	34.5447	35.4258	36.3294	37.2560	38.2062	39.1807	40.1801	41.2049	42.2559
	Biweekly	2,498.73	2,562.46	2,627.82	2,694.84	2,763.58	2,834.06	2,906.35	2,980.48	3,056.50	3,134.46	3,214.40	3,296.39	3,380.47
	Annual	64,966.86	66,623.90	68,323.21	70,065.87	71,852.97	73,685.65	75,565.07	77,492.44	79,468.96	81,495.89	83,574.53	85,706.18	87,892.20
73	Hourly	32.0148	32.8313	33.6687	34.5275	35.4081	36.3113	37.2374	38.1872	39.1612	40.1600	41.1844	42.2348	43.3120
	Biweekly	2,561.18	2,626.51	2,693.50	2,762.20	2,832.65	2,904.90	2,978.99	3,054.98	3,132.90	3,212.80	3,294.75	3,378.78	3,464.96
	Annual	66,590.70	68,289.16	70,030.95	71,817.16	73,648.92	75,527.41	77,453.82	79,429.35	81,455.28	83,532.88	85,663.46	87,848.40	90,089.06
74	Hourly	32.8151	33.6520	34.5104	35.3906	36.2933	37.2190	38.1683	39.1418	40.1401	41.1640	42.2139	43.2906	44.3948
	Biweekly	2,625.21	2,692.16	2,760.83	2,831.25	2,903.46	2,977.52	3,053.46	3,131.34	3,211.21	3,293.12	3,377.11	3,463.25	3,551.58
	Annual	68,255.34	69,996.26	71,781.59	73,612.45	75,490.01	77,415.45	79,390.01	81,414.93	83,491.50	85,621.04	87,804.89	90,044.44	92,341.11
75	Hourly	33.6355	34.4934	35.3732	36.2754	37.2006	38.1495	39.1225	40.1204	41.1437	42.1931	43.2693	44.3729	45.5047
	Biweekly	2,690.84	2,759.47	2,829.85	2,902.03	2,976.05	3,051.96	3,129.80	3,209.63	3,291.50	3,375.45	3,461.54	3,549.83	3,640.37
	Annual	69,961.80	71,746.25	73,576.21	75,452.84	77,377.34	79,350.93	81,374.85	83,450.40	85,578.88	87,761.66	90,000.11	92,295.65	94,649.74
76	Hourly	34.4765	35.3558	36.2576	37.1824	38.1308	39.1034	40.1007	41.1235	42.1724	43.2481	44.3512	45.4824	46.6425
	Biweekly	2,758.12	2,828.47	2,900.61	2,974.59	3,050.46	3,128.27	3,208.06	3,289.88	3,373.79	3,459.85	3,548.09	3,638.59	3,731.40
	Annual	71,711.10	73,540.16	75,415.88	77,339.44	79,312.06	81,334.99	83,409.52	85,536.96	87,718.67	89,956.02	92,250.44	94,603.38	97,016.33
77	Hourly	35.3386	36.2399	37.1643	38.1122	39.0843	40.0812	41.1035	42.1518	43.2270	44.3295	45.4602	46.6197	47.8088
	Biweekly	2,827.09	2,899.19	2,973.14	3,048.97	3,126.74	3,206.49	3,288.28	3,372.15	3,458.16	3,546.36	3,636.82	3,729.58	3,824.70
	Annual	73,504.26	75,379.06	77,301.68	79,273.33	81,295.28	83,368.80	85,495.20	87,675.84	89,912.10	92,205.40	94,557.19	96,968.97	99,442.26
78	Hourly	36.2218	37.1456	38.0931	39.0647	40.0611	41.0829	42.1307	43.2053	44.3073	45.4374	46.5963	47.7848	49.0036
	Biweekly	2,897.74	2,971.65	3,047.45	3,125.17	3,204.89	3,286.63	3,370.46	3,456.42	3,544.58	3,634.99	3,727.71	3,822.79	3,920.29
	Annual	75,341.28	77,262.93	79,233.60	81,254.54	83,327.01	85,452.35	87,631.90	89,867.04	92,159.19	94,509.80	96,920.37	99,392.42	101,927.52
79	Hourly	37.1275	38.0745	39.0456	40.0415	41.0628	42.1102	43.1842	44.2857	45.4152	46.5736	47.7615	48.9797	50.2290
	Biweekly	2,970.20	3,045.96	3,123.65	3,203.32	3,285.02	3,368.81	3,454.74	3,542.85	3,633.22	3,725.89	3,820.92	3,918.38	4,018.32
	Annual	77,225.22	79,194.93	81,214.87	83,286.34	85,410.64	87,589.12	89,823.17	92,114.20	94,463.67	96,873.06	99,343.90	101,877.77	104,476.26
80	Hourly	38.0553	39.0260	40.0214	41.0421	42.0890	43.1625	44.2634	45.3924	46.5501	47.7374	48.9550	50.2037	51.4842
	Biweekly	3,044.43	3,122.08	3,201.71	3,283.37	3,367.12	3,453.00	3,541.07	3,631.39	3,724.01	3,819.00	3,916.40	4,016.29	4,118.73
	Annual	79,155.06	81,173.99	83,244.41	85,367.64	87,545.03	89,777.96	92,067.83	94,416.11	96,824.29	99,293.89	101,826.48	104,423.67	107,087.10
81	Hourly	39.0072	40.0021	41.0224	42.0687	43.1417	44.2421	45.3705	46.5277	47.7144	48.9315	50.1795	51.4594	52.7719
	Biweekly	3,120.57	3,200.17	3,281.79	3,365.49	3,451.33	3,539.36	3,629.64	3,722.22	3,817.16	3,914.52	4,014.36	4,116.75	4,221.75
	Annual	81,134.88	83,204.31	85,326.52	87,502.85	89,734.70	92,023.47	94,370.63	96,777.64	99,246.05	101,777.42	104,373.36	107,035.50	109,765.55
82	Hourly	39.9820	41.0018	42.0476	43.1201	44.2199	45.3478	46.5044	47.6906	48.9069	50.1544	51.4336	52.7455	54.0908
	Biweekly	3,198.56	3,280.15	3,363.81	3,449.61	3,537.59	3,627.82	3,720.35	3,815.24	3,912.56	4,012.35	4,114.69	4,219.64	4,327.26
	Annual	83,162.64	85,283.79	87,459.03	89,689.76	91,977.39	94,323.37	96,729.18	99,196.35	101,726.46	104,321.09	106,981.90	109,710.58	112,508.86

Effective 07/01/2016

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
83	Hourly	40.9814	42.0267	43.0986	44.1979	45.3252	46.4813	47.6669	48.8826	50.1294	51.4080	52.7193	54.0639	55.4429
	Biweekly	3,278.52	3,362.14	3,447.89	3,535.83	3,626.02	3,718.50	3,813.35	3,910.61	4,010.36	4,112.64	4,217.54	4,325.11	4,435.43
	Annual	85,241.40	87,415.57	89,645.19	91,931.68	94,276.49	96,681.10	99,147.05	101,675.90	104,269.24	106,928.73	109,656.06	112,452.95	115,321.17
84	Hourly	42.0063	43.0778	44.1765	45.3033	46.4588	47.6437	48.8590	50.1051	51.3831	52.6937	54.0377	55.4160	56.8294
	Biweekly	3,360.51	3,446.22	3,534.12	3,624.26	3,716.70	3,811.50	3,908.72	4,008.41	4,110.65	4,215.50	4,323.02	4,433.28	4,546.36
	Annual	87,373.20	89,601.74	91,887.12	94,230.80	96,634.25	99,099.00	101,626.62	104,218.71	106,876.91	109,602.91	112,398.44	115,265.28	118,205.23
85	Hourly	43.0563	44.1545	45.2807	46.4356	47.6200	48.8346	50.0801	51.3575	52.6674	54.0107	55.3883	56.8011	58.2498
	Biweekly	3,444.50	3,532.36	3,622.45	3,714.85	3,809.60	3,906.77	4,006.41	4,108.60	4,213.39	4,320.86	4,431.07	4,544.09	4,659.99
	Annual	89,557.02	91,841.26	94,183.76	96,586.02	99,049.54	101,575.90	104,166.69	106,823.57	109,548.21	112,342.35	115,207.75	118,146.24	121,159.68
86	Hourly	44.1327	45.2583	46.4127	47.5965	48.8105	50.0554	51.3321	52.6414	53.9841	55.3610	56.7730	58.2211	59.7061
	Biweekly	3,530.61	3,620.66	3,713.01	3,807.72	3,904.84	4,004.43	4,106.57	4,211.31	4,318.73	4,428.88	4,541.84	4,657.69	4,776.49
	Annual	91,795.92	94,137.27	96,538.33	99,000.64	101,525.75	104,115.26	106,770.83	109,494.13	112,286.88	115,150.87	118,087.91	121,099.86	124,188.63
87	Hourly	45.2360	46.3898	47.5730	48.7864	50.0308	51.3069	52.6155	53.9575	55.3337	56.7451	58.1924	59.6767	61.1988
	Biweekly	3,618.88	3,711.18	3,805.84	3,902.91	4,002.46	4,104.55	4,209.24	4,316.60	4,426.70	4,539.61	4,655.39	4,774.13	4,895.90
	Annual	94,090.92	96,490.80	98,951.90	101,475.76	104,064.01	106,718.26	109,440.22	112,231.60	115,094.18	118,029.77	121,040.24	124,127.49	127,293.49
88	Hourly	46.3668	47.5495	48.7623	50.0060	51.2815	52.5894	53.9308	55.3063	56.7170	58.1636	59.6471	61.1685	62.7287
	Biweekly	3,709.35	3,803.96	3,900.98	4,000.48	4,102.52	4,207.16	4,314.46	4,424.51	4,537.36	4,653.09	4,771.77	4,893.48	5,018.29
	Annual	96,443.04	98,902.92	101,425.53	104,012.49	106,665.44	109,386.04	112,176.05	115,037.21	117,971.35	120,980.32	124,066.05	127,230.48	130,475.62
89	Hourly	47.5261	48.7383	49.9814	51.2563	52.5636	53.9043	55.2792	56.6891	58.1350	59.6178	61.1384	62.6978	64.2970
	Biweekly	3,802.09	3,899.07	3,998.51	4,100.50	4,205.09	4,312.34	4,422.33	4,535.13	4,650.80	4,769.43	4,891.08	5,015.83	5,143.76
	Annual	98,854.32	101,375.70	103,961.39	106,613.03	109,332.30	112,120.93	114,980.68	117,913.38	120,920.88	124,005.09	127,167.96	130,411.51	133,737.78
90	Hourly	48.7143	49.9568	51.2310	52.5377	53.8777	55.2520	56.6612	58.1064	59.5885	61.1083	62.6670	64.2654	65.9045
	Biweekly	3,897.15	3,996.55	4,098.48	4,203.02	4,310.22	4,420.16	4,532.90	4,648.51	4,767.08	4,888.67	5,013.36	5,141.23	5,272.36
	Annual	101,325.78	103,910.20	106,560.53	109,278.46	112,065.72	114,924.07	117,855.32	120,861.34	123,944.03	127,105.34	130,347.29	133,671.93	137,081.37
91	Hourly	49.9319	51.2055	52.5116	53.8509	55.2244	56.6330	58.0775	59.5588	61.0779	62.6358	64.2333	65.8717	67.5518
	Biweekly	3,994.56	4,096.44	4,200.92	4,308.07	4,417.95	4,530.64	4,646.20	4,764.70	4,886.23	5,010.86	5,138.67	5,269.73	5,404.14
	Annual	103,858.44	106,507.45	109,224.03	112,009.90	114,866.83	117,796.62	120,801.14	123,882.29	127,042.03	130,282.37	133,605.35	137,013.09	140,507.74
92	Hourly	51.1805	52.4859	53.8246	55.1974	56.6053	58.0491	59.5297	61.0480	62.6051	64.2019	65.8395	67.5188	69.2409
	Biweekly	4,094.44	4,198.87	4,305.97	4,415.79	4,528.42	4,643.93	4,762.37	4,883.84	5,008.41	5,136.15	5,267.16	5,401.50	5,539.27
	Annual	106,455.36	109,170.61	111,955.12	114,810.64	117,739.00	120,742.05	123,821.70	126,979.90	130,218.65	133,540.00	136,946.08	140,439.02	144,021.06
93	Hourly	52.4599	53.7979	55.1701	56.5773	58.0203	59.5002	61.0178	62.5741	64.1701	65.8068	67.4853	69.2066	70.9718
	Biweekly	4,196.79	4,303.83	4,413.61	4,526.18	4,641.63	4,760.01	4,881.42	5,005.93	5,133.61	5,264.55	5,398.83	5,536.53	5,677.74
	Annual	109,116.54	111,899.67	114,753.78	117,680.69	120,682.25	123,760.37	126,917.01	130,154.15	133,473.86	136,878.25	140,369.46	143,949.73	147,621.31

Effective 07/01/2016

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
94	Hourly	53.7717	55.1432	56.5496	57.9920	59.4711	60.9880	62.5436	64.1388	65.7747	67.4524	69.1728	70.9371	72.7465
	Biweekly	4,301.73	4,411.45	4,523.97	4,639.36	4,757.69	4,879.04	5,003.49	5,131.10	5,261.98	5,396.19	5,533.83	5,674.97	5,819.72
	Annual	111,845.04	114,697.76	117,623.24	120,623.34	123,699.96	126,855.05	130,090.61	133,408.71	136,811.43	140,300.94	143,879.46	147,549.24	151,312.64
95	Hourly	55.1158	56.5216	57.9632	59.4416	60.9577	62.5125	64.1070	65.7421	67.4189	69.1385	70.9019	72.7104	74.5649
	Biweekly	4,409.26	4,521.73	4,637.06	4,755.33	4,876.62	5,001.00	5,128.56	5,259.37	5,393.51	5,531.08	5,672.16	5,816.83	5,965.19
	Annual	114,640.86	117,564.89	120,563.50	123,638.59	126,792.12	130,026.08	133,342.52	136,743.56	140,231.34	143,808.08	147,476.05	151,237.57	155,095.04
96	Hourly	56.4938	57.9347	59.4124	60.9278	62.4818	64.0754	65.7098	67.3857	69.1045	70.8671	72.6746	74.5282	76.4292
	Biweekly	4,519.50	4,634.78	4,752.99	4,874.22	4,998.54	5,126.04	5,256.78	5,390.86	5,528.36	5,669.37	5,813.97	5,962.26	6,114.33
	Annual	117,507.06	120,504.20	123,577.78	126,729.75	129,962.12	133,276.93	136,676.29	140,162.36	143,737.34	147,403.51	151,163.18	155,018.75	158,972.66
97	Hourly	57.9061	59.3830	60.8977	62.4509	64.0438	65.6773	67.3525	69.0703	70.8321	72.6387	74.4914	76.3914	78.3398
	Biweekly	4,632.49	4,750.64	4,871.81	4,996.07	5,123.50	5,254.18	5,388.20	5,525.63	5,666.56	5,811.10	5,959.31	6,111.31	6,267.19
	Annual	120,444.66	123,516.72	126,667.14	129,897.91	133,211.09	136,608.77	140,093.11	143,666.33	147,330.68	151,088.50	154,942.16	158,894.11	162,946.87
98	Hourly	59.3537	60.8676	62.4201	64.0122	65.6448	67.3192	69.0362	70.7971	72.6028	74.4546	76.3537	78.3011	80.2983
	Biweekly	4,748.30	4,869.41	4,993.61	5,120.97	5,251.59	5,385.53	5,522.90	5,663.77	5,808.23	5,956.37	6,108.29	6,264.09	6,423.86
	Annual	123,455.70	126,604.56	129,833.74	133,145.28	136,541.28	140,023.90	143,595.35	147,257.89	151,013.85	154,865.61	158,815.62	162,866.37	167,020.44
99	Hourly	60.8376	62.3893	63.9806	65.6125	67.2860	69.0022	70.7622	72.5671	74.4180	76.3161	78.2626	80.2587	82.3058
	Biweekly	4,867.01	4,991.15	5,118.45	5,249.00	5,382.88	5,520.18	5,660.98	5,805.37	5,953.44	6,105.29	6,261.01	6,420.70	6,584.47
	Annual	126,542.22	129,769.81	133,079.71	136,474.05	139,954.95	143,524.64	147,185.38	150,939.49	154,789.36	158,737.41	162,786.17	166,938.19	171,196.12
100	Hourly	62.3583	63.9488	65.5799	67.2526	68.9679	70.7270	72.5310	74.3809	76.2781	78.2236	80.2188	82.2649	84.3631
	Biweekly	4,988.66	5,115.90	5,246.39	5,380.20	5,517.43	5,658.16	5,802.48	5,950.47	6,102.25	6,257.89	6,417.51	6,581.19	6,749.05
	Annual	129,705.24	133,013.50	136,406.14	139,885.32	143,453.23	147,112.15	150,864.40	154,712.34	158,658.44	162,705.18	166,855.14	171,110.94	175,475.30
101	Hourly	63.9172	65.5475	67.2193	68.9338	70.6921	72.4951	74.3442	76.2404	78.1850	80.1792	82.2243	84.3215	86.4722
	Biweekly	5,113.38	5,243.80	5,377.55	5,514.71	5,655.37	5,799.61	5,947.54	6,099.23	6,254.80	6,414.34	6,577.94	6,745.72	6,917.77
	Annual	132,947.82	136,338.79	139,816.24	143,382.40	147,039.51	150,789.90	154,635.95	158,580.09	162,624.83	166,772.74	171,026.45	175,388.65	179,862.11
102	Hourly	65.5154	67.1864	68.9001	70.6574	72.4596	74.3078	76.2031	78.1467	80.1399	82.1840	84.2802	86.4298	88.6343
	Biweekly	5,241.23	5,374.91	5,512.01	5,652.60	5,796.77	5,944.62	6,096.25	6,251.74	6,411.19	6,574.72	6,742.41	6,914.38	7,090.74
	Annual	136,272.00	139,747.75	143,312.16	146,967.48	150,716.03	154,560.20	158,502.41	162,545.17	166,691.05	170,942.67	175,302.73	179,774.00	184,359.32
103	Hourly	67.1533	68.8661	70.6226	72.4239	74.2711	76.1655	78.1082	80.1004	82.1434	84.2386	86.3872	88.5906	90.8501
	Biweekly	5,372.26	5,509.29	5,649.81	5,793.91	5,941.69	6,093.24	6,248.65	6,408.03	6,571.47	6,739.09	6,910.97	7,087.24	7,268.01
	Annual	139,678.80	143,241.45	146,894.96	150,641.67	154,483.93	158,424.20	162,464.97	166,608.80	170,858.32	175,216.24	179,685.30	184,268.35	188,968.30
104	Hourly	68.8319	70.5875	72.3879	74.2342	76.1276	78.0693	80.0606	82.1026	84.1967	86.3442	88.5465	90.8050	93.1211
	Biweekly	5,506.55	5,647.00	5,791.03	5,938.74	6,090.21	6,245.55	6,404.85	6,568.21	6,735.74	6,907.54	7,083.72	7,264.40	7,449.69
	Annual	143,170.26	146,821.96	150,566.80	154,407.16	158,345.47	162,384.23	166,526.00	170,773.41	175,129.16	179,596.00	184,176.78	188,874.39	193,691.82
105	Hourly	70.5526	72.3521	74.1975	76.0900	78.0308	80.0210	82.0620	84.1551	86.3016	88.5028	90.7601	93.0751	95.4490
	Biweekly	5,644.21	5,788.17	5,935.80	6,087.20	6,242.46	6,401.68	6,564.96	6,732.41	6,904.13	7,080.22	7,260.81	7,446.01	7,635.92
	Annual	146,749.44	150,492.43	154,330.89	158,267.25	162,304.02	166,443.75	170,689.06	175,042.66	179,507.29	184,085.81	188,781.10	193,596.15	198,534.01

Effective 07/01/2016

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
106	Hourly	72.3165	74.1610	76.0526	77.9924	79.9817	82.0217	84.1137	86.2591	88.4592	90.7155	93.0293	95.4021	97.8354
	Biweekly	5,785.32	5,932.88	6,084.21	6,239.39	6,398.53	6,561.73	6,729.10	6,900.73	7,076.74	7,257.24	7,442.34	7,632.17	7,826.83
	Annual	150,418.38	154,254.95	158,189.38	162,224.16	166,361.85	170,605.07	174,956.52	179,418.96	183,995.22	188,688.21	193,500.89	198,436.32	203,497.64
107	Hourly	74.1246	76.0152	77.9540	79.9423	81.9813	84.0724	86.2167	88.4158	90.6709	92.9835	95.3552	97.7873	100.2815
	Biweekly	5,929.97	6,081.22	6,236.32	6,395.39	6,558.51	6,725.79	6,897.34	7,073.26	7,253.67	7,438.68	7,628.41	7,822.98	8,022.52
	Annual	154,179.12	158,111.61	162,144.41	166,280.06	170,521.20	174,870.52	179,330.76	183,904.77	188,595.45	193,405.76	198,338.77	203,397.60	208,585.46
108	Hourly	75.9777	77.9156	79.9029	81.9409	84.0309	86.1742	88.3722	90.6262	92.9377	95.3082	97.7391	100.2321	102.7886
	Biweekly	6,078.22	6,233.25	6,392.24	6,555.28	6,722.47	6,893.94	7,069.78	7,250.10	7,435.02	7,624.66	7,819.13	8,018.56	8,223.09
	Annual	158,033.70	162,064.51	166,198.12	170,437.17	174,784.34	179,242.39	183,814.15	188,502.51	193,310.46	198,241.04	203,297.37	208,482.67	213,800.23
109	Hourly	77.8770	79.8633	81.9003	83.9893	86.1315	88.3284	90.5813	92.8916	95.2609	97.6907	100.1824	102.7376	105.3580
	Biweekly	6,230.16	6,389.07	6,552.03	6,719.14	6,890.52	7,066.27	7,246.50	7,431.33	7,620.88	7,815.25	8,014.59	8,219.01	8,428.64
	Annual	161,984.16	166,115.73	170,352.68	174,697.69	179,153.53	183,723.02	188,409.06	193,214.62	198,142.75	203,196.58	208,379.31	213,694.24	219,144.72
110	Hourly	79.8239	81.8599	83.9478	86.0890	88.2847	90.5365	92.8458	95.2139	97.6424	100.1329	102.6869	105.3060	107.9919
	Biweekly	6,385.91	6,548.79	6,715.82	6,887.12	7,062.78	7,242.92	7,427.66	7,617.11	7,811.39	8,010.63	8,214.95	8,424.48	8,639.35
	Annual	166,033.66	170,268.51	174,611.38	179,065.02	183,632.25	188,315.98	193,119.17	198,044.86	203,096.19	208,276.37	213,588.66	219,036.46	224,623.20
111	Hourly	81.8197	83.9066	86.0467	88.2414	90.4921	92.8002	95.1672	97.5945	100.0837	102.6365	105.2543	107.9389	110.6920
	Biweekly	6,545.58	6,712.53	6,883.74	7,059.31	7,239.37	7,424.02	7,613.37	7,807.56	8,006.70	8,210.92	8,420.34	8,635.11	8,855.36
	Annual	170,184.96	174,525.70	178,977.15	183,542.14	188,223.57	193,024.40	197,947.68	202,996.53	208,174.16	213,483.85	218,928.97	224,512.97	230,239.40
112	Hourly	83.8651	86.0041	88.1978	90.4473	92.7543	95.1201	97.5462	100.0342	102.5857	105.2023	107.8855	110.6373	113.4592
	Biweekly	6,709.21	6,880.33	7,055.82	7,235.79	7,420.34	7,609.61	7,803.70	8,002.74	8,206.86	8,416.18	8,630.84	8,850.98	9,076.73
	Annual	174,439.38	178,888.63	183,451.36	188,130.47	192,928.93	197,849.78	202,896.13	208,071.20	213,378.27	218,820.69	224,401.93	230,125.53	235,995.11
113	Hourly	85.9620	88.1545	90.4030	92.7088	95.0734	97.4984	99.9852	102.5354	105.1507	107.8326	110.5830	113.4035	116.2960
	Biweekly	6,876.96	7,052.36	7,232.24	7,416.70	7,605.87	7,799.87	7,998.81	8,202.83	8,412.05	8,626.61	8,846.64	9,072.28	9,303.68
	Annual	178,800.90	183,361.40	188,038.21	192,834.31	197,752.75	202,796.63	207,969.16	213,273.62	218,713.38	224,291.88	230,012.67	235,879.37	241,895.71
114	Hourly	88.1108	90.3582	92.6629	95.0263	97.4501	99.9356	102.4846	105.0986	107.7792	110.5282	113.3474	116.2384	119.2032
	Biweekly	7,048.87	7,228.66	7,413.03	7,602.11	7,796.01	7,994.85	8,198.77	8,407.88	8,622.34	8,842.26	9,067.79	9,299.07	9,536.25
	Annual	183,270.54	187,945.04	192,738.76	197,654.76	202,696.14	207,866.11	213,167.94	218,605.00	224,180.74	229,898.70	235,762.49	241,775.85	247,942.59
115	Hourly	90.3136	92.6172	94.9795	97.4020	99.8864	102.4341	105.0467	107.7261	110.4737	113.2915	116.1811	119.1444	122.1833
	Biweekly	7,225.09	7,409.37	7,598.36	7,792.16	7,990.91	8,194.72	8,403.74	8,618.09	8,837.90	9,063.32	9,294.49	9,531.55	9,774.66
	Annual	187,852.38	192,643.74	197,557.31	202,596.21	207,763.63	213,062.85	218,497.23	224,070.22	229,785.36	235,646.26	241,656.65	247,820.35	254,141.25
116	Hourly	92.5714	94.9325	97.3538	99.8370	102.3834	104.9948	107.6728	110.4191	113.2354	116.1236	119.0855	122.1229	125.2377
	Biweekly	7,405.71	7,594.60	7,788.31	7,986.96	8,190.67	8,399.58	8,613.82	8,833.53	9,058.83	9,289.89	9,526.84	9,769.83	10,019.02
	Annual	192,548.46	197,459.60	202,496.01	207,660.87	212,957.47	218,389.16	223,959.39	229,671.70	235,529.71	241,537.13	247,697.78	254,015.55	260,494.48

Effective 07/01/2016

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Alejandro Diaz, Interim City Manager**

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

MEETING DATE: **October 10, 2017**

SUBJECT: **Adoption of Resolution 2017-97 Approving the Tentative Agreement for a Successor Memorandum of Understanding (Deal Points) and the Memorandum of Understanding Between the City of Banning and the International Brotherhood of Electric Workers Local 47, Utility Unit (IBEW Local 47 Utility) for the period July 1, 2017 through June 30, 2020.**

RECOMMENDATION:

Adoption of Resolution 2017-97 approving the tentative agreement for a successor Memorandum of Understanding (deal points) and the Memorandum of Understanding ("MOU") between the City of Banning ("City") and the International Brotherhood of Electric Workers Local 47, Utility Unit for the (IBEW Local 47 Utility) period July 1, 2017 through June 30, 2020.

JUSTIFICATION:

Section 3505.1 of the Meyers-Milias-Brown Act provides that "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding". Once approved by the governing body of a local agency, a memorandum of understanding becomes a binding agreement between the employee organization and the local agency.

BACKGROUND:

The preceding MOU between the City and the IBEW Local 47 Utility Unit expired on June 30, 2017. The City negotiation team had numerous communication exchanges

and meetings with the IBEW Local 47 Utility Unit representatives beginning in November 2016.

Accordingly, the City has negotiated and all parties have agreed on an MOU based upon the prior IBEW Local 47 Utility MOU with all changes detailed in the attached Tentative Agreement between the City and IBEW Local 47 Utility Unit. The primary changes are summarized as follows:

- A three year term from July 1, 2017 through June 30, 2020, retroactive upon adoption
- All represented Unit members shall receive a cost of living adjustment to salaries by an increase of three percent of base pay, based on all represented members being funded by utilities
- The City will increase the contribution to each employee's cafeteria account by fifty dollars per month, or an amount equal to six hundred dollars annually for the payment of that employee's medical insurance premium related to a City sponsored medical and dental plans, effective July of 2017, 2018 and 2019

The IBEW Local 47 Utility MOU 2017-2020 represents the full and complete negotiated and agreed upon MOU. Upon approval of the tentative agreement, IBEW Local 47 Utility MOU 2017-2020 and adoption of Resolution 2017-97, the MOU shall be ratified and fully executed.

OPTIONS:

1. Ratify the Tentative Agreement and IBEW Local 47 Utility MOU 2017-2020 with adoption of Resolution 2017-97.

2. Do not ratify the Tentative Agreement and IBEW Local 47 MOU 2017-2020, and continue negotiations.

FISCAL IMPACT:

The negotiated changes result in a fiscal impact to the Utility Funds of Electric, Water, and Wastewater.

ATTACHMENTS:

1. Resolution 2017-97

2. Tentative Agreement for Successor Memorandum of Understanding Between The City of Banning and IBEW Local 47 Utility Unit

3. IBEW Local 47 Utility MOU 2016-2017 (Resolution 2016-94)

Approved by:

Alejandro Diaz, Interim City Manager

ATTACHMENT 1

RESOLUTION 2017-97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING THE TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING (DEAL POINTS) AND APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE BANNING INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS – LOCAL 47 REPRESENTING THE UTILITY EMPLOYEES UNIT AND THE CITY OF BANNING FOR THE PERIOD OF JUNE 30, 2017 THROUGH JULY 1, 2020

WHEREAS, the City of Banning ("City") has formally recognized the International Brotherhood of Electrical Workers (IBEW) - Local 47 Utility Employees as the exclusive employee organization for the Utility employees bargaining unit; and

WHEREAS, the prior Memorandum of Understanding between the City and the IBEW expired on June 30, 2017; and

WHEREAS, the City and IBEW have successfully met and conferred reached a Tentative Agreement For A Successor MOU between the City and the International Brotherhood of Electrical Workers (IBEW) - Local 47 Utility Employees for the period of July 1, 2017 through June 30, 2020 pursuant to the Meyers-Milias-Brown Act ("MMBA")(Gov't Code Sections 3500-3511) and the City's Employer-Employee Relations Resolution No. 2010-45; and

WHEREAS, MMBA Section 3505.1 provides that:

> "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding"; and

WHEREAS, the City labor representative and the IBEW representatives have also jointly and concurrently prepared and signed, and the IBEW has ratified, a proposed successor IBEW Memorandum of Understanding for the period July 1, 2017 through June 30, 2020, where once approved by the governing body of a local agency becomes a binding agreement between the employee organization and the local agency.

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

SECTION 1: That the City Council approves the Tentative Agreement For A Successor MOU between the City and the International Brotherhood of Electrical Workers (IBEW) - Local 47 Utility Employees for the period of July 1, 2017 through June 30, 2020, a fully executed copy of which is provided herewith as Attachment 1 and by this reference made a part hereof.

SECTION 2: That the City Council approves the Memorandum of Understanding Between the City and the International Brotherhood of Electrical Workers (IBEW) - Local 47 Utility Employees for the period July 1, 2017 through June 30, 2020, a fully executed copy of which is provided herewith as Attachment 2 and by this reference made a part hereof.

PASSED, APPROVED AND ADOPTED this 10th day of October, 2017.

_____
George Moyer, Mayor
City of Banning, California

ATTEST:

_____
Sonja De La Fuente, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
John C. Cotti, Interim City Attorney
Jenkins & Hogin, LLC

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-97 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of October, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING
Between
The City of Banning and
The International Brotherhood of Electrical Workers-Local 47
Utilities Employees Unit

September 12, 2017

1. All terms and conditions of prior Memorandum of Understanding ("MOU") between the City and the International Brotherhood of Electrical Workers-Local 47 (IBEW-Local 47) Utility Unit shall continue unless expressly modified or changed herein.

2. Article 1.3 – Term - Except as otherwise provided herein, the successor MOU between the City and the IBEW-Local 47 relative to wages, hours, and other terms and conditions of employment shall remain in force until its term expires at close of business on June 30, 2020.

3. Article 1.4 – Unit Members – The Public Works Director will review the classifications under his authority to make classification changes by the end of the fiscal year of 2017-2018. Adjustments will be made for the fiscal year of 2018-2019 if the budget permits.

4. Article 5.1 – Probation Period UPDATE – The probationary period for newly hired represented employees will be 12 months. ...After serving six (6) months in the probationary period, the employee shall be eligible for a six month merit increase based upon a satisfactory performance evaluation. The employee will pass probation at the end of the one year probation period upon a satisfactory performance evaluation, or shall pass probation if employee's supervisor does not provide the performance evaluation on time. Represented employees who have previously successfully completed a probationary period and who are subsequently promoted or reclassified, shall serve a six (6) month probationary period in the new position and shall receive an increase of two (2) steps upon a satisfactory performance evaluation. At the conclusion of the six (6) month probationary period, employee shall pass probation upon a satisfactory performance evaluation, or shall pass probation and receive step increase if employee's supervisor does not provide the performance evaluation on time.

5. Article 5.1 – Probation Period ADDITION – Add after last sentence the following: Probation Period on an employee's initial probation can be extended if necessary, for a period not to exceed six (6) months. If extended, such action must be extended during initial probation period. Any extended period of absence from duty of four continuous weeks (2 pay periods) or more for any reason except scheduled vacation, will automatically cause a probation period to be extended equal to the period of absence.

6. Article 10.3 – Budget Oversight Committee ADD – City shall notify the appointed member of the scheduled Budget and Finance Committee meeting held to discuss the annual proposed budget and the mid-year proposed budget adjustments.

7. Article 14.1 – Salaries – Effective July 3, 2017 all Unit members shall receive a cost of living (COLA) salary increase of three percent of the base pay rate as shown on the salary schedule. Thereafter, a three percent COLA effective the first pay period in July 2018 and July 2019.

8. Article 14.1, paragraph 2 – Performance Evaluations UPDATE – Annual increase for satisfactory performance will be a minimum of two steps or approximately five percent. Department Heads will have the option of granting a higher salary increase based on exceptional performance with approval of the City Manager.

9. Article 14.1(a) – Performance Evaluations UPDATE – Employee shall be granted a step increase upon receiving a satisfactory overall evaluation on the City approved employee evaluation form OR such step increase will be automatically implemented if employee's supervisor is thirty days late on giving such evaluation, retroactive to the due date of the evaluation.

10. Article 14.2(c) – Certificate Pay CHANGE – All incumbents who have completed the Apprenticeship program shall be promoted to Technician at the next ~~evaluation anniversary~~ pay period as defined in the Apprenticeship Agreement.

11. Article 14.2(d) – Certificate Pay CHANGE – ~~The following sets forth the incentive pay percentages # or water/wastewater classifications employed by the City.~~ Employee shall be paid a 5% incentive for the first certificate obtained above the minimum job requirements and an additional 2.5% incentive for each additional certificate obtained up to a total of 12.5%. Under no circumstances shall the cumulative total for incentives exceed 12.5%. No incentives are paid for the classification minimum requirements.

12. Article 14.2(e) – Certificate Pay ADD – All incumbents in the Electric Utility Powerline Technician classification shall complete a formalized training program on maintenance and construction work on energized 12kV power lines using insulate / isolate procedures with rubber gloves, and upon training completion and commencement, shall receive six percent assignment pay. One year following the completion of the formalized training program, a review shall be conducted by the Operations Manager and Powerline Crew Supervisor to certify that all incumbents are practicing the use of said rubber gloves to work on energized 12kV power lines.

13. Article 14.3 – Bilingual Premium Pay REMOVE – Compensation shall be capped at $110 per pay period beginning the first full pay period upon adoption of this MOU.

14. Article 14.4 – Retention Bonus CONTINUED – Represented Unit members in the classifications of Probation Powerline Technician, Powerline Technician, Powerline Crew Supervisor, Substation Test Technician, Meter Test Technician, Electric Service Planner and Senior Electric Service Planner shall receive a retention bonus of $5,000 on the first

pay date after June 30, 2018, 2019 and 2020, as long as they are still employed with the City on the date they are to be paid.

15. Article 15.1 – Maximum Comp Time Accrual LANGUAGE CLEAN UP – All work performed by Unit members in excess of forty hours in one week, where such hours are required and approved by management, shall be paid at the rate of two times the employee's regular hourly base rate of pay, unless the premium rate is higher at the rate of one and one half times the employee's regular hourly base rate of pay. *(This language shall be applied to any section that refers to overtime.)*

16. Article 15.3(a) – Call Out Minimum Compensation LANGUAGE CLEANUP – The City agrees to pay to the Unit member a minimum of two (2) hours pay for any time worked during the first hour when called-out for emergencies, and double time ~~and one-half (1/2)~~ for each hour worked thereafter, unless the premium rate is higher at the rate of time and one half (1½). Call out minimum compensation does not apply to answering phone calls or emails off-site or off-duty, though employees are still entitled to pay for actual time worked in responding to such calls. When a call out exceeds one hour and the employee has returned to the yard, and subsequently receives another call out, the employee shall begin a 2nd call out and not a continuance from the 1st call out (conversely, if the employee has not yet returned to the yard, it is a continuance from the 1st call out).

17. Article 15.5(b) – On Call Status CHANGE – "The employee is required to respond to the City yard or other designated location within a specified time not to exceed ~~thirty (30)~~ forty-five (45) minutes"

18. Article 15.6 – Communication Devices LANGUAGE CLEANUP – REMOVE: "a beeper, pager or other"

19. Article 21.1 – Sick Leave Accrual LANGUAGE CLEANUP – REMOVE: "Effective 1st full pay period in July 2013, excess hours above two hundred twenty-four (224) were moved to an "old sick" leave account. During fiscal year 2013 and thereafter, any hours that exceed regular cap of four hundred (400) hours will not be accrued". ADD: Employees with remaining "Old Sick Leave" accounts must utilize these hours prior to using their regular sick leave hours.

20. Article 21.3 – Sick Leave Buy Out UPDATE – Buy-out of sick leave may not reduce the employee's available sick leave bank below ~~eighty (80)~~ one hundred twenty (120) hours.

21. Article 21.6 – Bereavement UPDATE – ~~Non-probationary~~ All Unit members shall be allowed thirty (30) hours with pay for bereavement leave upon the death of a member of their family.

22. Article 22.2(a) – Vacation Leave Buy Out CHANGE – ADD: Buy out of leave may not reduce the employees available leave bank below 40 hours.

23. Article 22.6 – Holidays UPDATE – The City shall grant New Year's Eve as a paid Holiday **in exchange** for the Sick Leave Buy Out and Vacation Leave Buy Out bank balance increases.

24. Article 23.1 – City Contributions to Cafeteria Plan – Effective July 1, 2017, increase monthly cafeteria plan by fifty dollars per month; this will not constitute changes to existing medical and dental plans until the next open enrollment period. The cafeteria increase will be effective July 1, 2017 and will be paid as a six hundred dollar one-time lump sum payable in the first full pay period after adoption of the MOU for employees hired prior or by July 1, 2017; employees hired after July 1, 2017 will receive a prorated amount and the prorated portion must be paid back to the City if employment terminates prior to June 30, 2018. A fifty dollars per month increase shall be effective July 1, 2018 and July 1, 2019.

25. Article 23.1(c) – City Contributions to Cafeteria Plan ADDITION – Unit members may elect to receive ninety-two and five-tenths percent (92.5%) of the balance in cash as CalPERS non-includable taxable income.

26. Article 23.2 – Eye Wear Reimbursement UPDATE – The City will reimburse a maximum of two hundred fifty dollars annually for protective or prescription eye wear for an employee and/or prescription eye wear for the employee's dependents.

27. Article 25.2 – Computer Loan – City agrees to include guidelines for program.

28. Article 25.4 – Utility Allowance – REMOVE: "household"; "Current employees residing in the same household will be grandfathered to allow both employees to receive such discount."

29. ADD ARTICLE – Employees have an option to roll over their buy-outs into a 457 plan with the City.

30. ADD ARTICLE – Administrative Leave Provision – Employees will be granted paid time off based on their regular work schedule. Employee will be compensated for holidays while they are on paid administrative leave.

31. ADD ARTICLE – Administrative Policy A-30, Alternative Work Week - "Holiday bank will be created for each employee to accrue flexible holiday hours. Hours accrued in the bank are subject to a mandatory annual buy-out with the payroll closest to June 1st of each year".

SIGNATURES ON FOLLOWING PAGE

TENTATIVE AGREEMENT FOR A SUCCESSOR
MEMORANDUM OF UNDERSTANDING
Between City and The International Brotherhood of Electrical Workers-Local 47
Utilities Employees Unit

CITY OF BANNING	**IBEW – LOCAL 47**
_____	_____
Rochelle Clayton, Deputy City Manager	Pat Lavin, Business Manager
_____	_____
	John Baca, Assistant Business Manager
_____	_____
_____	_____

ATTACHMENT 3

MEMORANDUM OF UNDERSTANDING

THE CITY OF BANNING

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS - LOCAL 47

UTILITY UNIT

July 1, 2016 through June 30, 2017

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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BANNING AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS - LOCAL 47 REPRESENTING THE METER READING, ELECTRIC AND WATER UTILITY EMPLOYEES UNIT FOR THE PERIOD JULY 1, 2016 THROUGH JUNE 30, 2017

ARTICLE 1 – PREAMBLE

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

1.2 Recognition. The City continues to recognize IBEW as the only Recognized Employee Organization representing full time, permanent employees presently in the Unit or hereafter employed by the City and eligible for inclusion in the Unit. It is understood that this MOU shall constitute a bar to any petition or request for recognition of any representational unit which includes classifications of employees covered by this MOU or such petitions to represent such employees at any time during the term hereof. This provision shall not preclude employees from exercising their rights as may be provided by the Meyers-Milias-Brown Act or the Employer-Employee Relations Resolution of the City.

1.3 Term. Except as otherwise provided herein, this MOU between the City and IBEW relative to wages, hours, and other terms and conditions of employment shall become effective upon approval by City Council and thereafter shall remain in full force until its term expires at close of business on June 30, 2017, except that if no successor MOU has been negotiated and approved by June 30, 2017, then this MOU shall extend and not be terminated until such time as a successor MOU is approved by City Council or City Council unilaterally implements its last, best and final offer after impasse procedures have been followed, whichever occurs first.

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

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

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

ARTICLE 2 - CONTINUATION OF RULES & POLICIES

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

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

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

ARTICLE 3 - EMPLOYEE RIGHTS

3.1 Non Discrimination. The provisions of this MOU shall apply to all persons covered by this MOU without discrimination on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, pregnancy, childbirth, gender, gender identity, gender expression, age, sexual orientation, citizenship status or any other basis protected by applicable law, nor will there be any discrimination with respect to hiring, retention or any condition of employment because of membership or activities on behalf of the IBEW.

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

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

3.4 Additional Employee Rights. Employees shall also have:

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

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

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

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 City Authority & Management Prerogative. IBEW recognizes and agrees that, except as limited by this MOU, the City and its representatives have the responsibility and the authority to manage and direct all operations and activities of the City including, but not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards and the processes and the materials to be employed; the right to subcontract any work or operation; to expand or diminish services; to determine the procedures and standards of selection for employment and promotion; determine classifications; direct its employees; take disciplinary action; relieve its employees of duty because of lack of work or for other legitimate reasons; maintain the efficiency of

governmental operations; determine the methods, means and personnel by which government operations are to be conducted and to assign work to employees and to establish and change work schedules and assignments and to determine the days and hours when the employees shall work; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and work performance technology.

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

4.2 Subcontracting. At no time shall the City subcontract work that was previously completed by IBEW Represented employees whose services have been terminated without prior notification to meet and confer with the IBEW representative.

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

ARTICLE 5 - PROBATIONARY PERIOD

5.1 All employees appointed to a position represented by IBEW shall serve a twelve (12) month probationary period. The probationary period shall be considered a part of the examination and selection process and shall not include any time served under any limited service or provisional appointment but shall date from the time of appointment to a regular position. After serving six (6) months in the probationary period, the employee shall be eligible for a six month merit increase based upon a satisfactory performance evaluation. This will be the employee's new anniversary date for future performance evaluations/merit increases. Employees will also receive a probationary review at the completion of their probationary period. Represented employees who have previously successfully completed a probationary period and who are subsequently promoted, shall serve a six (6) month probationary period in the new position.

ARTILE 6 - DUES DEDUCTION; AGENCY SHOP

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

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

6.3 Sufficient Earnings. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of IBEW dues deduction authorized.

When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings.

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

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

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

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

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

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

Section 3546.5, may satisfy the financial reporting requirement of this Section 3502.5 by providing the City with a copy of the financial reports.

ARTICLE 7 -UNION REPRESENTATIVES

7.1 Meetings. Two (2) employees selected by IBEW may attend scheduled meetings with City management during regular hours without loss of pay, provided that such employees shall not leave their work station or assignment without first securing approval of their Department Head twenty-four (24) hours in advance. Such meetings shall be scheduled in a manner consistent with the City's operating requirements and work schedules. Nothing herein shall be deemed to preclude the scheduling of such meetings at hours other than such employee's regular working hours, in which event attendance shall be without pay.

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

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

ARTICLE 8 -BULLETIN BOARDS

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

(a) scheduled IBEW meetings, agenda and minutes.

(b) information on IBEW elections and the results.

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

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

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

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

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

ARTICLE 9 - MEMORANDUM OF UNDERSTANDING COPIES

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

ARTICLE 10 - MEETINGS

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

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

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

ARTICLE 11 -HOURS OF WORK

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

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

ARTICLE 12 -LIGHT DUTY

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

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

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

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

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

ARTICLE 13 - REST PERIOD

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

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

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

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

(d) Represented employees required to return to work during an earned rest period, shall be compensated at the overtime rate of pay for all time worked. This overtime pay shall be in lieu of, and not in addition to, the regular rate of pay. Employees not required by management to return to work, but who choose to take less than an eight (8) hour rest period, shall be paid their regular hourly rate of pay for all regularly scheduled work hours.

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

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

(g) For the purpose of rest period eligibility, on any day that is not a regularly scheduled workday (including holidays) the hours that fall within the times of the employees' normally scheduled work shift, had it been a regular work day, will be counted as time worked.

ARTICLE 14- SALARIES, PERFORMANCE EVALUATIONS

14.1 Wage Increases/Performance Evaluations

Effective July 1, 2016, all Unit members shall receive a cost of living (COLA) salary increase of two percent (2%) of base pay rate as shown on the salary schedule provided herewith as Attachment A. This increase is for Unit members still employed at the time this MOU is adopted by City Council.

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

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

(b) A first denial of a step increase shall not be an allowable subject of the exercise of employee rights under the grievance procedure outlined herein.

However, an employee may upon request have such first denial reviewed by the Employee Relations Officer. Employee shall have the right to request a hearing with the Employee Relations Officer and to have a representative of his/her choice present. The decision of the Employee Relations Officer shall be final at this stage.

(c) An employee denied a step increase shall thereafter have monthly meetings to review his/her performance with his/her supervisor and shall have the City approved employee evaluation form completed no later than six months after the date of the performance evaluation which led to the denial of the step increase. If the employee's overall performance is rated satisfactory, then the employee shall be granted the appropriate step increase effective the first pay period following the six month re-evaluation period. Such step increase shall not be retroactive.

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

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

Classification	Salary Range
Utility Service Assistant	48
Utility Engineering Services Assistant	48
Field Service Representative	51
Lead Field Service Representative	51
Electric Services Worker	52
Wastewater Collection Systems Technician	52
Water Production Operator I/II	52/57
Water Services Worker	52
Warehouse Services Specialist	52
Wastewater Collection Systems Specialist	56
Public Benefits Coordinator	55
Water Meter Crew Lead	56
Water Valve Flushing Crew Lead	56
Water Construction Crew Lead	56
Wastewater Collection Systems Supervisor	60 (4 ranges above WCG Lead)

Water Crew Supervisor (Prod & Distrib)	60 (4 ranges above WCC Lead)
Apprentice Meter Test Technician (Ph 1-4)	67 (Equal to Pwrln Appren)
Apprentice Meter Test Technician (Ph 5,6 &Prob)	73 (Equal to Pwrln Appren)
Assistant Water Superintendent	67
Auto Cad/GIS Technician	68
Powerline Apprentice - Phase 1 – 65% of Powerline Technician	
Powerline Apprentice - Phase 2 – 70% of Powerline Technician	
Powerline Apprentice - Phase 3 – 75% of Powerline Technician	
Powerline Apprentice - Phase 4 – 80% of Powerline Technician	
Powerline Apprentice - Phase 5 – 85% of Powerline Technician	
Powerline Apprentice - Phase 6 – 90% of Powerline Technician	
Probationary Powerline Technician - Phase 7 – 95% of Powerline Technician	
Powerline Technician	75 (Step 13)
Substation Test Technician	75
Meter Test Technician	75 (Equal to Pwrln Tech)
Electrical Services Planner	77 (5% above Pwrln Tech)
Powerline Crew Supervisor	79 (10% above Pwrln Tech)
Senior Electric Services Planner	79 (Equal to Crew Spvsr)
Senior Electric Distribution System Designer	N/A

14.2 Certificate Pay

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

(b) All incumbents in Electric Utility Apprenticeships shall be placed at a point on the allocated range which reflects the corresponding phase, upon commencement, pursuant to ratios a. through g. listed below. Upon successful completion of each phase, apprentice will promote to the next phase and receive the stated range increase, pursuant to ratios a. through g. listed below, upon commencement of that next phase. The Apprenticeship phasing shall be in accordance with their Apprentice Agreement with future wage increases pursuant to the following ratios:

a. Phase 1 - 65% of Powerline Technician at Top Step (Currently Step 13)

b. Phase 2 - 70% of Powerline Technician at Top Step (Currently Step 13)

c. Phase 3 - 75% of Powerline Technician at Top Step (Currently Step 13)

d. Phase 4 - 80% of Powerline Technician at Top Step (Currently Step 13)

e. Phase 5 - 85% of Powerline Technician at Top Step (Currently Step 13)

f. Phase 6 - 90% of Powerline Technician at Top Step (Currently Step 13)

g. Phase 7 - Probationary Powerline Technician - 95% of Powerline Technician at Top Step (Currently Step 13)

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

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

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

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

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

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

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

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

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

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

Wastewater Collections Systems Technician (Requires CWEA-1)

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

Wastewater Collections Systems Specialist (Requires CWEA-2)

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

Wastewater Collections System Supervisor

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

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

14.4 Retention Bonus. Represented Unit members in the classifications of Probation Powerline Technician, Powerline Technician, Powerline Crew Supervisor, Substation Test Technician, Meter Test Technician, Electric Service Planner and Senior Electric Service Planner shall receive a retention bonus of $5,000 on the first pay date after June 30, 2017 as long as they are still employed with the City on the date they are to be paid.

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

14.6 Salary Survey. The City agrees to fund a salary survey with an approved consultant, that will commence in July 2016 and upon conclusion of the survey, the City will establish negotiations with IBEW for the 2017-2018 MOU.

The survey shall include evaluation of Rubber Gloving certificate pay by each agency survey for the Electric Utility, Hazardous Pay program to Wastewater and Water employees that come in contract with hazardous waste, chemicals, or/or bacteria/viruses and will be conducted over the following agreed upon agencies for each group:

ELECTRIC UTILITY	WATER UTILITY	WASTEWATER UTILITY
Anaheim	Anaheim	Riverside
Riverside	Azusa	Redlands
Colton	Colton	Colton
Azusa	Riverside	Ontario
Southern California Edison	Eastern Municipal Water District	Chino
Pasadena	East Valley Water District	Coachella Valley
Burbank	Redlands	Eastern Municipal Water District

The survey will include benchmarked positions as follows: Powerline Technician for Electric, Water Service Worker or Pipefitter for Water; Wastewater Systems Technician/Specialist for Wastewater.

At the conclusion of the Salary Survey, the high and low salaries will be disregarded and the mean salary for each position shall be determined as the salary to base the 2017-2018 MOU negotiations on.

ARTICLE 15 -OVERTIME, ON-CALL PAY

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

15.1a Compensation Leave Buy Out. All represented employees may elect to receive a maximum buy-out of eighty (80) hours of combined compensation and vacation time each fiscal year. [Examples: employees may cash out 40 hours of compensation & 40 hours of vacation, 20 hours of compensation & 60 hours of vacation, 50 hours of compensation & 30 hours of vacation, etc. so as not to exceed a combined total of 80 hours of compensation and vacation time.]

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

15.3 Call Out Minimum Compensation.

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

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

submitted to the Department Head and attached to the time card for any call-out hours worked by the Secondary on-call person.

15.4 On-Call Pay.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 16 - TEMPORARY UPGRADE PAY AND PROMOTION PAY

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

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

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

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

ARTICLE 17 - PAY FOR JURY DUTY & COURT APPEARANCES

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

ARTICLE 18 - SAFETY, EQUIPMENT AND TRAINING

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

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

18.3 Boot/Safety Shoe Allowance. The City shall provide a yearly boot /safety shoe allowance of $300 to each employee who is required, by the nature of his/her work to wear a specific type/style of shoe or boot. An approved shoe/boot is one which meets the

minimum standards as determined by the Department Head and approved by the Joint Safety and Training Committee. Departmental standards shall not be less than those which may be required by CAL/OSHA. Employees shall wear approved shoes/boots during working hours where required by work conditions.

18.4 Damaged Property. The City shall reimburse unit employees the reasonable replacement value of personal property destroyed in the course and scope of their employment. The employee shall make application for reimbursement by presenting to the Department Head the damaged or destroyed article. Personal property subject to this provision consists of personal property necessary to fulfill the employee's job duties and that is approved in advance for use on the job. Replacement for prescription eyewear is limited to $200 per year. Replacement for watches is limited to $100 per year. Excluded from this definition are items of clothing used by the employee in the exercise of his/her discretion in lieu of City issued uniform apparel. Replacement of items will be secondary to any applicable insurance.

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

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

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

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

ARTICLE 19 - MILEAGE, MEALS AND OTHER REIMBURSEMENT

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

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

(a) Employees called back within two hours after the end of their shift shall earn one thirty minute paid meal period and one meal period compensation of $16.00.

(b) During call-out overtime, one thirty minute meal period and one meal compensation of $16.00 will be earned for each consecutive four hours of paid overtime completed.

(c) During extension of the regular work day, one paid thirty minute meal period and one meal compensation of $16.00 will be earned after two consecutive hours paid overtime completed; thereafter, meals will be earned after completion of each four consecutive hour intervals as described above.

(d) Employees that work two consecutive hours or more immediately prior to the beginning of a regular shift will earn one thirty minute meal period and one meal compensation of $16.00.

(e) Planned overtime – If planned overtime extends beyond the length of a regular work day, one paid thirty minute meal period and one meal compensation of $16.00 will be earned after two consecutive hours worked beyond the number of hours in employee's regular schedule completed; thereafter, meals will be earned after completion of each four consecutive hour intervals of planned overtime. For example, employee's regular schedule in 4/10's; when planned overtime exceeds 10 hours in one day this section applies.

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

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

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

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

ARTICLE 20 - TUITION REIMBURSEMENT: EDUCATION INCENTIVE

20.1 Qualifications.

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

(b) Maximum reimbursement shall be $4,500 per fiscal year. Tuition actually paid will be reimbursed to all permanent employees for courses and required books related to classes qualified for tuition reimbursement approved by the Department Head and taken in an accredited educational institution provided that:

(i) The subject matter of the course relates to obtaining a degree, including prerequisites, or relates directly to and contributes toward the employee's position with the City.

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

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

20.2 Reimbursement Requirements.

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

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

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

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

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

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

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

(d) $4,000.00 (four thousand dollars) shall be payable for successful completion of a Master's Degree from an accredited college or university in any subject after three (3) years of employment with the City.

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

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

Employees completing certain education programs will receive 100% of the incentive pay with satisfactory proof. Employees who have already completed their degree and not received 100% of the incentive pay will be paid the remaining percentage due at time of the 2016-2017 MOU adoption, to make the employee's incentive pay whole at 100%.

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

ARTICLE 21 - SICK AND BEREAVEMENT LEAVE

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

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

21.3 Sick Leave Buy Out. All represented employees may elect to receive a maximum buy-out of forty (40) hours each fiscal year, however, such buy-out may not reduce the employee's available sick leave bank below eighty (80) hours.

21.4 Sick leave upon separation. Upon separation, service retirement or termination, after ten (10) years of continuous City service, the employee shall be eligible to convert to cash an amount equivalent to thirty percent (30%) of all unused sick leave or contribute the entire remaining balance of sick leave to the employee's 457 Deferred Compensation Account (subject to IRS maximum contributions provided by law) or City's Retiree medical Savings Account, if available. Such reimbursement is to be computed based upon the employee's final compensation rate and to be paid within one payroll period of the effective date of separation.

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

21.6 Bereavement. Non-probationary Unit members shall be allowed thirty (30) hours with pay for bereavement leave upon the death of a member of their family. For this section, family includes the following persons: spouse, domestic partner, mother, father, brother, sister, child, stepchild, grandchild, or grandparent of the employee or any one of the same relatives of the employee's spouse or domestic partner. The thirty (30) hours of bereavement shall be allowed for each death of a family member. An employee shall be allowed a maximum of forty (40) hours bereavement leave under this section for multiple family deaths occurring during the same twenty-four (24) hour period. Probationary employees may elect to use bereavement leave without pay, but upon successful completion of their probationary period they will be reimbursed for such leave at their rate of pay at the time of bereavement.

21.6 Salary Continuation. For any work related injury, an employee shall have sixteen (16) weeks of Salary Continuation Pay for time off work authorized by the treating physician, including time for scheduled appointments with the treating physician.

21.7 Work Related Injuries. All other aspects of employees work related injuries will be governed by the City Administrative Policy No. RM-03, Return to Work/Temporary Modified/Work Assignment Program.

ARTICLE 22 - VACATION AND HOLIDAY ACCRUALS

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

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

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

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

22.2 Maximum Vacation Leave Accrual. An employee may accrue vacation leave to a maximum of three-hundred twenty (320) hours. If an employee has accumulated the maximum allowed under this Article, said employee will receive no further vacation leave accruals until said employee uses a portion of his/her vacation leave and his/her vacation leave accruals have been reduced below the maximum. There shall be no retroactive receipt of any vacation leave lost as a result of this Article.

22.2a Vacation Leave Buy Out. All represented employees may elect to receive a maximum buy-out of 80 hours of combined vacation and compensation time each fiscal year. [Examples: employees may cash out 40 hours of vacation & 40 hours of compensation, 20 hours of vacation & 60 hours of compensation, 50 hours of vacation & 30 hours of compensation, etc. so as not to exceed a combined total of 80 hours of vacation and compensation time.]

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

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

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

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

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

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

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

22.9 Floating Holiday. The floating holiday set forth in Article 21.6 above, shall be credited as ten (10) hours to each represented employee's account effective with the first payroll in each fiscal year. Floating holiday leave balances must be used during the fiscal year or they will be cashed out according to Administrative Policy A-30.

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

22.11 Holiday Leave. When holiday leave is taken, the employee will be paid at the standard ten (10) hours per day, regardless of the assignment of a ten (10), or twelve (12) hour scheduled workday. When holiday leave is taken, anyone working less than a ten (10) hour work day schedule shall receive leave time as compensation for the difference between their regular work day on the holiday and ten (10) hours. An employee may utilize any accrued leave bank except sick leave to supplement the twelve (12) hour scheduled day.

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

22.13 Promotional Pay Out of Leave. Prior to implementation of a promotion to a different Unit, the City shall be entitled to cash out at the employee's current pay rate all vacation, holiday and comp time leave banks in excess of one hundred sixty (160) hours collectively.

ARTICLE 23 - MEDICAL AND DENTAL INSURANCE

23.1 City Contributions To a Cafeteria Plan. Effective July 1, 2016, increase monthly cafeteria plan by $50 per month; this will not constitute changes to existing medical and dental plans until the next open enrollment period. The cafeteria increase, as an option can be paid as a $600.00 one-time check payable no later than the first full pay period after adoption of the MOU for employees hired prior or by July 1, 2016. Employees hired after July 1, 2016 will receive a prorated share or monthly distribution. Thereafter, effective July 1, 2017 the cafeteria plan contribution will be increased to $1,250 per month to each Unit member for the cafeteria benefits plan detailed in this section, subject to change during negotiations for the MOU effective July 1, 2017.

(a) Said contribution shall first be used to provide for Health Insurance for employee. Employee shall be covered by Health Insurance with a City approved Health Plan unless the employee provides proof to the City that employee is covered by another acceptable health plan as determined by the Human Resources Department.

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

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

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

(iii) Life insurance for employee, excluding voluntary life insurance.

(iv) Deferred compensation program.

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

(vi) Supplemental insurance options.

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

23.3 IRS 125 Plan. During the term of this MOU, the City shall maintain an Internal Revenue Section (IRS) 125 program which will allow employees to allocate specified amounts of monthly pre-tax salary or wages for the reimbursement of medical care expenses or dependent care expenses or both as defined by the IRS.

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

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

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

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

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

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

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

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

ARTICLE 24 - RETIREMENT AND MEDICARE

24.1 California Public Employees Retirement System (CalPERS) Formulas.

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

(b) Beginning on or after December 11, 2012, the City implemented the 2% @ 60 retirement formula for miscellaneous new hires with average three years for

calculation of final retirement benefit, which after January 1, 2013 shall only apply to new hires defined by CalPERS as "classic members." (Approved by City Council through side letter December 11, 2012.)

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

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

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

ARTICLE 25 - MISCELLANEOUS BENEFITS

25.1 Disability Insurance.

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

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

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

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

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

ARTICLE 26 - IBEW RETIREE MEDICAL FUND

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

ARTICLE 27 - LAYOFFS AND RE-EMPLOYMENT

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

27.2 Reasons For Lay Off. The City retains the right to determine when a lack of work or lack of funds condition exists. Lack of work means that a category of work effort within the City can be fulfilled with fewer employees at an acceptable level of service. Lack of funds means that the City cannot sustain operations at the current level of employment within the funding available.

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

27.4 Order Of Lay Off. The classifications of employees to be affected by any layoff shall be as determined by the City in its sole discretion. The order of layoff shall be based upon continuous seniority within the affected classification, except as provided in Section 27.4(a). With respect to the classifications which have been retitled by the City, "continuous seniority within the affected classification" shall not be limited to time in the newly titled classification but shall mean all current continuous time in full-time permanent employment with the City in whatever classification.

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

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

27.5 Reduction Of Class.

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

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

(b) Seniority for purposes of layoff shall be determined by the total continuous time served by an employee in his/her current position in addition to any time served by the employee in a position in the same job series with a pay range equal to or higher than the employee's current position. If an employee leaves the service of the City for any period of time the employee's prior service shall not be considered as service for the purpose of calculating the employee's seniority for any purpose.

(c) Alternatively, and exclusive of an election under the previous paragraph 27.5(a), an employee may choose to be reduced in classification and compensation to an existing position in a class series, if the employee has greater continuous length of service with the City than the incumbent in the lower classification in the class series. Class series is defined as a vertical succession of positions that encompass the same general set of job duties

that increase in complexity and responsibility as one moves upward through the class series.

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

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

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

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

ARTICLE 28 - GRIEVANCE PROCEDURE

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

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

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

employee, along with his reasons for such decision, within fourteen (14) calendar days after the meeting.

28.4 Step Two. If the grievance is not adjusted to the satisfaction of the employee under the procedures set forth in Sections 28.2 and 28.3 above, then the employee or his/her steward may submit the grievance, in writing, to the City Manager, within fourteen (14) calendar days after the completion of the last step under paragraph 28.3 above. The City Manager shall meet with the employee, and his/her steward, if applicable, within fourteen (14) calendar days of receipt of such written grievance, and shall deliver his decision in writing, to the employee, along with the reasons for such decision, within fourteen (14) calendar days after the meeting.

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

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

(b) Within fourteen (14) calendar days of receipt of the list of arbitrators the City and IBEW (or the employee if not represented by IBEW in a discipline case) shall attempt to reach an agreement on an arbitrator. Failing to agree on an arbitrator, the parties shall take turns striking the names or arbitrators from the FMCS list until one (1) name remains. IBEW (or the employee if not represented by IBEW in a discipline case) shall strike the first name.

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

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

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

Manager is accepting, rejecting, or modifying the recommended decision. The decision of the City Manager shall be the final decision of the City.

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

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

ARTICLE 29 - SEVERABILITY CLAUSE

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

ARTICLE 30 - COMPLETE AGREEMENT

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

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

ARTICLE 31 - POSTING JOB VACANCIES

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

ARTICLE 32 - RE-OPENERS

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

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

(a) The parties agree to reopen to discuss the salary survey results for the new MOU for FY-2017-2018.

ARTICLE 33 - RATIFICATION AND EXECUTION.

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

In witness whereof, the parties have caused their signatures to be affixed this 12 day of DECEMBER 2016.

For: The City of Banning

Michael Rock
City Manager

Rochelle Clayton,
Deputy City Manager

Rita Chapparosa,
Human Resources & Risk Manager

For: IBEW Local 47

Pat Lavin
Business Manager

John Baca
Assistant Business Manager

N/A
Stan Stosel
Senior Assistant Business Manager

Benjamin Coffey
Employee Representative

Employee Representative

Employee Representative

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
27	Hourly	10.2814	10.5436	10.8126	11.0884	11.3712	11.6612	11.9586	12.2637	12.5764	12.8972	13.2262	13.5635	13.9095
	Biweekly	822.51	843.49	865.01	887.07	909.69	932.90	956.69	981.09	1,006.12	1,031.78	1,058.09	1,085.08	1,112.76
	Annual	21,385.32	21,930.77	22,490.14	23,063.77	23,652.04	24,255.31	24,873.96	25,508.40	26,159.02	26,826.23	27,510.46	28,212.14	28,931.72
28	Hourly	10.5384	10.8072	11.0828	11.3655	11.6554	11.9527	12.2575	12.5702	12.8908	13.2196	13.5567	13.9025	14.2571
	Biweekly	843.07	864.57	886.62	909.24	932.43	956.21	980.60	1,005.61	1,031.26	1,057.57	1,084.54	1,112.20	1,140.57
	Annual	21,919.80	22,478.89	23,052.23	23,640.20	24,243.17	24,861.52	25,495.63	26,145.93	26,812.80	27,496.69	28,198.02	28,917.24	29,654.80
29	Hourly	10.8017	11.0772	11.3597	11.6495	11.9466	12.2513	12.5638	12.8843	13.2129	13.5499	13.8955	14.2499	14.6134
	Biweekly	864.14	886.18	908.78	931.96	955.73	980.11	1,005.10	1,030.74	1,057.03	1,083.99	1,111.64	1,139.99	1,169.07
	Annual	22,467.54	23,040.60	23,628.27	24,230.93	24,848.97	25,482.77	26,132.73	26,799.27	27,482.81	28,183.79	28,902.64	29,639.84	30,395.83
30	Hourly	11.0716	11.3540	11.6436	11.9406	12.2452	12.5575	12.8778	13.2062	13.5431	13.8885	14.2427	14.6060	14.9786
	Biweekly	885.73	908.32	931.49	955.25	979.61	1,004.60	1,030.22	1,056.50	1,083.45	1,111.08	1,139.42	1,168.48	1,198.29
	Annual	23,029.00	23,616.38	24,218.74	24,836.46	25,469.94	26,119.58	26,785.78	27,468.98	28,169.60	28,888.10	29,624.92	30,380.53	31,155.42
31	Hourly	11.3486	11.6380	11.9349	12.2393	12.5514	12.8716	13.1999	13.5366	13.8818	14.2359	14.5990	14.9713	15.3532
	Biweekly	907.88	931.04	954.79	979.14	1,004.12	1,029.73	1,055.99	1,082.92	1,110.55	1,138.87	1,167.92	1,197.71	1,228.26
	Annual	23,605.00	24,207.07	24,824.49	25,457.67	26,106.99	26,772.88	27,455.75	28,156.03	28,874.18	29,610.64	30,365.89	31,140.41	31,934.67
32	Hourly	11.6324	11.9291	12.2334	12.5454	12.8654	13.1935	13.5300	13.8751	14.2290	14.5920	14.9641	15.3458	15.7372
	Biweekly	930.59	954.33	978.67	1,003.63	1,029.23	1,055.48	1,082.40	1,110.01	1,138.32	1,167.36	1,197.13	1,227.67	1,258.98
	Annual	24,195.42	24,812.55	25,445.42	26,094.43	26,759.99	27,442.53	28,142.48	28,860.28	29,596.39	30,351.28	31,125.42	31,919.31	32,733.44
33	Hourly	11.9232	12.2273	12.5392	12.8590	13.1870	13.5233	13.8683	14.2220	14.5847	14.9567	15.3382	15.7294	16.1306
	Biweekly	953.86	978.19	1,003.14	1,028.72	1,054.96	1,081.87	1,109.46	1,137.76	1,166.78	1,196.54	1,227.06	1,258.36	1,290.45
	Annual	24,800.28	25,432.84	26,081.53	26,746.76	27,428.96	28,128.57	28,846.01	29,581.76	30,336.27	31,110.03	31,903.52	32,717.25	33,551.74
34	Hourly	12.2214	12.5331	12.8528	13.1806	13.5168	13.8615	14.2151	14.5776	14.9495	15.3308	15.7218	16.1228	16.5340
	Biweekly	977.71	1,002.65	1,028.22	1,054.45	1,081.34	1,108.92	1,137.21	1,166.21	1,195.96	1,226.46	1,257.74	1,289.82	1,322.72
	Annual	25,420.44	26,068.81	26,733.72	27,415.60	28,114.86	28,831.96	29,567.34	30,321.49	31,094.87	31,887.97	32,701.31	33,535.39	34,390.74
35	Hourly	12.5269	12.8464	13.1740	13.5101	13.8547	14.2080	14.5704	14.9420	15.3232	15.7140	16.1148	16.5258	16.9473
	Biweekly	1,002.15	1,027.71	1,053.92	1,080.81	1,108.37	1,136.64	1,165.63	1,195.36	1,225.85	1,257.12	1,289.18	1,322.07	1,355.79
	Annual	26,055.90	26,720.48	27,402.01	28,100.93	28,817.67	29,552.70	30,306.47	31,079.46	31,872.18	32,685.11	33,518.77	34,373.70	35,250.44
36	Hourly	12.8402	13.1677	13.5036	13.8480	14.2012	14.5634	14.9349	15.3158	15.7065	16.1071	16.5179	16.9392	17.3713
	Biweekly	1,027.22	1,053.42	1,080.29	1,107.84	1,136.10	1,165.07	1,194.79	1,225.27	1,256.52	1,288.57	1,321.43	1,355.14	1,389.70
	Annual	26,707.68	27,388.89	28,087.47	28,803.87	29,538.54	30,291.95	31,064.57	31,856.91	32,669.45	33,502.72	34,357.24	35,233.55	36,132.22

Effective 07/01/2016

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
37	Hourly	13.1609	13.4966	13.8409	14.1939	14.5559	14.9272	15.3079	15.6984	16.0988	16.5094	16.9305	17.3623	17.8051
	Biweekly	1,052.88	1,079.73	1,107.27	1,135.51	1,164.47	1,194.18	1,224.63	1,255.87	1,287.90	1,320.75	1,354.44	1,388.98	1,424.41
	Annual	27,374.76	28,072.98	28,789.01	29,523.30	30,276.32	31,048.55	31,840.48	32,652.60	33,485.44	34,339.52	35,215.38	36,113.58	37,034.70
38	Hourly	13.4900	13.8341	14.1869	14.5488	14.9199	15.3004	15.6906	16.0909	16.5013	16.9221	17.3538	17.7964	18.2503
	Biweekly	1,079.20	1,106.73	1,134.95	1,163.90	1,193.59	1,224.03	1,255.25	1,287.27	1,320.10	1,353.77	1,388.30	1,423.71	1,460.02
	Annual	28,059.18	28,774.86	29,508.79	30,261.44	31,033.29	31,824.82	32,636.55	33,468.98	34,322.63	35,198.07	36,095.83	37,016.49	37,960.63
39	Hourly	13.8274	14.1801	14.5418	14.9127	15.2930	15.6831	16.0831	16.4933	16.9140	17.3454	17.7878	18.2415	18.7068
	Biweekly	1,106.19	1,134.41	1,163.34	1,193.01	1,223.44	1,254.65	1,286.65	1,319.47	1,353.12	1,387.63	1,423.03	1,459.32	1,496.54
	Annual	28,761.04	29,494.62	30,246.91	31,018.39	31,809.54	32,620.88	33,452.90	34,306.15	35,181.17	36,078.50	36,998.72	37,942.40	38,910.16
40	Hourly	14.1731	14.5346	14.9053	15.2855	15.6754	16.0752	16.4852	16.9057	17.3369	17.7791	18.2325	18.6976	19.1745
	Biweekly	1,133.85	1,162.77	1,192.43	1,222.84	1,254.03	1,286.01	1,318.82	1,352.45	1,386.95	1,422.32	1,458.60	1,495.81	1,533.96
	Annual	29,480.04	30,231.96	31,003.05	31,793.82	32,604.75	33,436.37	34,289.20	35,163.78	36,060.66	36,980.43	37,923.65	38,890.93	39,882.88
41	Hourly	14.5272	14.8977	15.2777	15.6673	16.0669	16.4768	16.8970	17.3280	17.7699	18.2232	18.6880	19.1646	19.6535
	Biweekly	1,162.17	1,191.81	1,222.21	1,253.39	1,285.36	1,318.14	1,351.76	1,386.24	1,421.60	1,457.86	1,495.04	1,533.17	1,572.28
	Annual	30,216.48	30,987.18	31,777.54	32,588.06	33,419.25	34,271.64	35,145.77	36,042.20	36,961.49	37,904.23	38,871.02	39,862.46	40,879.20
42	Hourly	14.8905	15.2703	15.6598	16.0592	16.4688	16.8889	17.3197	17.7614	18.2144	18.6790	19.1554	19.6440	20.1451
	Biweekly	1,191.24	1,221.63	1,252.78	1,284.74	1,317.51	1,351.11	1,385.57	1,420.91	1,457.16	1,494.32	1,532.44	1,571.52	1,611.60
	Annual	30,972.30	31,762.28	32,572.41	33,403.20	34,255.18	35,128.89	36,024.89	36,943.74	37,886.03	38,852.35	39,843.32	40,859.56	41,901.73
43	Hourly	15.2613	15.6505	16.0497	16.4591	16.8789	17.3094	17.7509	18.2036	18.6679	19.1441	19.6324	20.1331	20.6466
	Biweekly	1,220.90	1,252.04	1,283.98	1,316.72	1,350.31	1,384.75	1,420.07	1,456.29	1,493.43	1,531.53	1,570.59	1,610.65	1,651.73
	Annual	31,743.42	32,553.07	33,383.37	34,234.84	35,108.04	36,003.50	36,921.81	37,863.53	38,829.28	39,819.66	40,835.30	41,876.85	42,944.96
44	Hourly	15.6443	16.0433	16.4525	16.8721	17.3024	17.7438	18.1963	18.6605	19.1364	19.6245	20.1250	20.6384	21.1648
	Biweekly	1,251.54	1,283.46	1,316.20	1,349.77	1,384.20	1,419.50	1,455.71	1,492.84	1,530.91	1,569.96	1,610.00	1,651.07	1,693.18
	Annual	32,540.04	33,370.01	34,221.14	35,093.99	35,989.09	36,907.03	37,848.38	38,813.74	39,803.73	40,818.96	41,860.09	42,927.77	44,022.69
45	Hourly	16.0356	16.4446	16.8640	17.2941	17.7353	18.1876	18.6515	19.1272	19.6151	20.1154	20.6285	21.1546	21.6942
	Biweekly	1,282.85	1,315.57	1,349.12	1,383.53	1,418.82	1,455.01	1,492.12	1,530.18	1,569.21	1,609.23	1,650.28	1,692.37	1,735.53
	Annual	33,354.00	34,204.73	35,077.15	35,971.83	36,889.33	37,830.23	38,795.13	39,784.63	40,799.38	41,840.01	42,907.18	44,001.57	45,123.88
46	Hourly	16.4362	16.8554	17.2854	17.7262	18.1784	18.6420	19.1175	19.6051	20.1052	20.6180	21.1438	21.6831	22.2362
	Biweekly	1,314.90	1,348.44	1,382.83	1,418.10	1,454.27	1,491.36	1,529.40	1,568.41	1,608.41	1,649.44	1,691.51	1,734.65	1,778.90
	Annual	34,187.34	35,059.32	35,953.55	36,870.58	37,811.00	38,775.40	39,764.41	40,778.64	41,818.74	42,885.37	43,979.20	45,100.94	46,251.28
47	Hourly	16.8472	17.2769	17.7175	18.1694	18.6329	19.1081	19.5955	20.0953	20.6078	21.1335	21.6725	22.2253	22.7921
	Biweekly	1,347.77	1,382.15	1,417.40	1,453.55	1,490.63	1,528.65	1,567.64	1,607.62	1,648.63	1,690.68	1,733.80	1,778.02	1,823.37
	Annual	35,042.10	35,935.88	36,852.46	37,792.42	38,756.36	39,744.88	40,758.61	41,798.20	42,864.30	43,957.60	45,078.78	46,228.56	47,407.67

Effective 07/01/2016

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
48	Hourly	17.2684	17.7089	18.1605	18.6237	19.0988	19.5859	20.0854	20.5977	21.1231	21.6619	22.2144	22.7810	23.3620
	Biweekly	1,381.47	1,416.71	1,452.84	1,489.90	1,527.90	1,566.87	1,606.84	1,647.82	1,689.85	1,732.95	1,777.15	1,822.48	1,868.96
	Annual	35,918.28	36,834.41	37,773.91	38,737.37	39,725.41	40,738.64	41,777.72	42,843.31	43,936.07	45,056.70	46,205.92	47,384.44	48,593.03
49	Hourly	17.7004	18.1519	18.6149	19.0897	19.5766	20.0759	20.5880	21.1131	21.6516	22.2038	22.7702	23.3509	23.9465
	Biweekly	1,416.03	1,452.15	1,489.19	1,527.17	1,566.13	1,606.07	1,647.04	1,689.05	1,732.13	1,776.31	1,821.61	1,868.07	1,915.72
	Annual	36,816.90	37,755.95	38,718.96	39,706.52	40,719.28	41,757.86	42,822.94	43,915.18	45,035.28	46,183.95	47,361.92	48,569.93	49,808.75
50	Hourly	18.1428	18.6055	19.0801	19.5667	20.0658	20.5776	21.1024	21.6407	22.1926	22.7587	23.3392	23.9345	24.5449
	Biweekly	1,451.42	1,488.44	1,526.40	1,565.34	1,605.26	1,646.21	1,688.19	1,731.25	1,775.41	1,820.69	1,867.13	1,914.76	1,963.59
	Annual	37,736.94	38,699.46	39,686.53	40,698.77	41,736.83	42,801.37	43,893.07	45,012.60	46,160.69	47,338.07	48,545.47	49,783.67	51,053.46
51	Hourly	18.5964	19.0707	19.5571	20.0559	20.5675	21.0921	21.6300	22.1817	22.7475	23.3277	23.9227	24.5329	25.1586
	Biweekly	1,487.71	1,525.65	1,564.57	1,604.47	1,645.40	1,687.37	1,730.40	1,774.54	1,819.80	1,866.22	1,913.82	1,962.63	2,012.69
	Annual	38,680.44	39,667.02	40,678.77	41,716.32	42,780.34	43,871.49	44,990.48	46,138.01	47,314.80	48,521.62	49,759.21	51,028.37	52,329.90
52	Hourly	19.0613	19.5474	20.0460	20.5573	21.0816	21.6193	22.1708	22.7362	23.3162	23.9109	24.5207	25.1462	25.7875
	Biweekly	1,524.90	1,563.79	1,603.68	1,644.58	1,686.53	1,729.55	1,773.66	1,818.90	1,865.29	1,912.87	1,961.66	2,011.69	2,063.00
	Annual	39,647.40	40,658.65	41,695.69	42,759.18	43,849.79	44,968.22	46,115.18	47,291.40	48,497.61	49,734.59	51,003.12	52,304.01	53,636.07
53	Hourly	19.5379	20.0362	20.5473	21.0714	21.6088	22.1600	22.7252	23.3048	23.8992	24.5088	25.1339	25.7750	26.4324
	Biweekly	1,563.03	1,602.90	1,643.78	1,685.71	1,728.70	1,772.80	1,818.01	1,864.38	1,911.94	1,960.70	2,010.71	2,062.00	2,114.59
	Annual	40,638.84	41,675.37	42,738.35	43,828.43	44,946.32	46,092.72	47,268.36	48,473.99	49,710.36	50,978.28	52,278.53	53,611.95	54,979.37
54	Hourly	20.0264	20.5372	21.0610	21.5982	22.1490	22.7140	23.2933	23.8874	24.4967	25.1215	25.7623	26.4194	27.0932
	Biweekly	1,602.11	1,642.97	1,684.88	1,727.85	1,771.92	1,817.12	1,863.47	1,911.00	1,959.74	2,009.72	2,060.98	2,113.55	2,167.46
	Annual	41,654.85	42,717.30	43,806.85	44,924.18	46,070.02	47,245.08	48,450.11	49,685.88	50,953.17	52,252.78	53,585.54	54,952.30	56,353.91
55	Hourly	20.5270	21.0506	21.5875	22.1381	22.7028	23.2818	23.8756	24.4846	25.1091	25.7495	26.4063	27.0798	27.7705
	Biweekly	1,642.16	1,684.05	1,727.00	1,771.05	1,816.22	1,862.54	1,910.05	1,958.77	2,008.73	2,059.96	2,112.50	2,166.39	2,221.64
	Annual	42,696.18	43,785.19	44,901.97	46,047.24	47,221.72	48,426.16	49,661.32	50,927.98	52,226.95	53,559.05	54,925.13	56,326.05	57,762.70
56	Hourly	21.0400	21.5766	22.1269	22.6913	23.2701	23.8636	24.4723	25.0964	25.7366	26.3930	27.0662	27.7565	28.4645
	Biweekly	1,683.20	1,726.13	1,770.15	1,815.30	1,861.61	1,909.09	1,957.78	2,007.72	2,058.92	2,111.44	2,165.29	2,220.52	2,277.16
	Annual	43,763.10	44,879.32	46,024.01	47,197.90	48,401.73	49,636.27	50,902.29	52,200.60	53,532.03	54,897.42	56,297.63	57,733.56	59,206.11
57	Hourly	21.5661	22.1162	22.6803	23.2588	23.8520	24.4604	25.0843	25.7241	26.3802	27.0530	27.7431	28.4507	29.1763
	Biweekly	1,725.29	1,769.30	1,814.42	1,860.70	1,908.16	1,956.83	2,006.74	2,057.93	2,110.42	2,164.24	2,219.44	2,276.05	2,334.11
	Annual	44,857.56	46,001.70	47,175.02	48,378.26	49,612.20	50,877.61	52,175.29	53,506.07	54,870.80	56,270.33	57,705.57	59,177.40	60,686.78
58	Hourly	22.1051	22.6689	23.2471	23.8400	24.4481	25.0716	25.7111	26.3669	27.0394	27.7291	28.4364	29.1617	29.9054
	Biweekly	1,768.41	1,813.51	1,859.77	1,907.20	1,955.85	2,005.73	2,056.89	2,109.35	2,163.15	2,218.33	2,274.91	2,332.93	2,392.44
	Annual	45,978.54	47,151.27	48,353.91	49,587.22	50,852.00	52,149.03	53,479.14	54,843.18	56,242.01	57,676.52	59,147.61	60,656.23	62,203.33
59	Hourly	22.6577	23.2356	23.8283	24.4361	25.0593	25.6985	26.3539	27.0261	27.7155	28.4224	29.1473	29.8907	30.6531
	Biweekly	1,812.62	1,858.85	1,906.26	1,954.88	2,004.75	2,055.88	2,108.32	2,162.09	2,217.24	2,273.79	2,331.78	2,391.26	2,452.25
	Annual	47,128.08	48,330.13	49,562.84	50,826.99	52,123.38	53,452.84	54,816.21	56,214.35	57,648.15	59,118.53	60,626.40	62,172.74	63,758.52

Effective 07/01/2016

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
60	Hourly	23.2241	23.8165	24.4239	25.0469	25.6857	26.3409	27.0127	27.7017	28.4083	29.1329	29.8759	30.6379	31.4194
	Biweekly	1,857.93	1,905.32	1,953.92	2,003.75	2,054.86	2,107.27	2,161.02	2,216.14	2,272.66	2,330.63	2,390.07	2,451.04	2,513.55
	Annual	48,306.18	49,538.28	50,801.80	52,097.55	53,426.35	54,789.04	56,186.49	57,619.59	59,089.23	60,596.36	62,141.93	63,726.92	65,352.34
61	Hourly	23.8047	24.4119	25.0346	25.6731	26.3279	26.9994	27.6881	28.3943	29.1185	29.8612	30.6228	31.4039	32.2049
	Biweekly	1,904.38	1,952.95	2,002.76	2,053.85	2,106.23	2,159.95	2,215.05	2,271.54	2,329.48	2,388.90	2,449.83	2,512.31	2,576.39
	Annual	49,513.86	50,776.76	52,071.87	53,400.02	54,762.04	56,158.80	57,591.19	59,060.11	60,566.49	62,111.30	63,695.51	65,320.13	66,986.19
62	Hourly	24.4001	25.0224	25.6606	26.3151	26.9863	27.6746	28.3805	29.1044	29.8467	30.6080	31.3887	32.1893	33.0103
	Biweekly	1,952.01	2,001.79	2,052.85	2,105.21	2,158.91	2,213.97	2,270.44	2,328.35	2,387.74	2,448.64	2,511.09	2,575.14	2,640.82
	Annual	50,752.14	52,046.62	53,374.13	54,735.49	56,131.57	57,563.26	59,031.47	60,537.13	62,081.19	63,664.63	65,288.46	66,953.71	68,661.43
63	Hourly	25.0101	25.6480	26.3022	26.9731	27.6610	28.3666	29.0901	29.8320	30.5929	31.3732	32.1734	32.9941	33.8356
	Biweekly	2,000.81	2,051.84	2,104.18	2,157.84	2,212.88	2,269.32	2,327.21	2,386.56	2,447.43	2,509.86	2,573.88	2,639.52	2,706.85
	Annual	52,021.02	53,347.87	54,708.56	56,103.96	57,534.94	59,002.43	60,507.35	62,050.65	63,633.31	65,256.34	66,920.77	68,627.65	70,378.07
64	Hourly	25.6353	26.2892	26.9597	27.6474	28.3525	29.0757	29.8173	30.5778	31.3577	32.1576	32.9778	33.8189	34.6815
	Biweekly	2,050.83	2,103.14	2,156.78	2,211.79	2,268.20	2,326.06	2,385.38	2,446.23	2,508.62	2,572.60	2,638.22	2,705.51	2,774.52
	Annual	53,321.52	54,681.54	56,076.25	57,506.53	58,973.29	60,477.46	62,020.00	63,601.88	65,224.11	66,887.72	68,593.75	70,343.31	72,137.48
65	Hourly	26.2763	26.9465	27.6338	28.3386	29.0614	29.8027	30.5628	31.3423	32.1417	32.9616	33.8023	34.6644	35.5486
	Biweekly	2,102.10	2,155.72	2,210.70	2,267.09	2,324.91	2,384.21	2,445.02	2,507.39	2,571.34	2,636.92	2,704.18	2,773.15	2,843.89
	Annual	54,654.66	56,048.68	57,478.26	58,944.30	60,447.73	61,989.51	63,570.62	65,192.05	66,854.84	68,560.04	70,308.73	72,102.02	73,941.06
66	Hourly	26.9329	27.6199	28.3243	29.0468	29.7876	30.5474	31.3265	32.1256	32.9449	33.7852	34.6470	35.5307	36.4369
	Biweekly	2,154.63	2,209.59	2,265.95	2,323.74	2,383.01	2,443.79	2,506.12	2,570.04	2,635.60	2,702.82	2,771.76	2,842.45	2,914.95
	Annual	56,020.44	57,449.30	58,914.60	60,417.27	61,958.28	63,538.59	65,159.20	66,821.15	68,525.49	70,273.30	72,065.69	73,903.80	75,788.79
67	Hourly	27.6062	28.3103	29.0324	29.7729	30.5323	31.3111	32.1097	32.9287	33.7685	34.6298	35.5131	36.4189	37.3478
	Biweekly	2,208.50	2,264.83	2,322.59	2,381.83	2,442.58	2,504.88	2,568.77	2,634.29	2,701.48	2,770.39	2,841.05	2,913.51	2,987.82
	Annual	57,420.90	58,885.48	60,387.41	61,927.65	63,507.18	65,126.99	66,788.12	68,491.62	70,238.57	72,030.07	73,867.27	75,751.33	77,683.44
68	Hourly	28.2962	29.0179	29.7580	30.5170	31.2954	32.0936	32.9122	33.7517	34.6125	35.4954	36.4007	37.3291	38.2813
	Biweekly	2,263.69	2,321.43	2,380.64	2,441.36	2,503.63	2,567.49	2,632.98	2,700.13	2,769.00	2,839.63	2,912.06	2,986.33	3,062.50
	Annual	58,856.04	60,357.22	61,896.69	63,475.43	65,094.43	66,754.73	68,457.38	70,203.45	71,994.06	73,830.34	75,713.46	77,644.61	79,625.01
69	Hourly	29.0038	29.7436	30.5022	31.2802	32.0780	32.8962	33.7353	34.5957	35.4781	36.3830	37.3110	38.2627	39.2386
	Biweekly	2,320.30	2,379.49	2,440.18	2,502.42	2,566.24	2,631.70	2,698.82	2,767.66	2,838.25	2,910.64	2,984.88	3,061.01	3,139.09
	Annual	60,327.90	61,866.62	63,444.59	65,062.81	66,722.30	68,424.12	70,169.35	71,959.09	73,794.48	75,676.68	77,606.89	79,586.33	81,616.26
70	Hourly	29.7291	30.4873	31.2650	32.0624	32.8802	33.7188	34.5789	35.4608	36.3653	37.2928	38.2440	39.2195	40.2198
	Biweekly	2,378.33	2,438.99	2,501.20	2,564.99	2,630.41	2,697.51	2,766.31	2,836.87	2,909.22	2,983.43	3,059.52	3,137.56	3,217.58
	Annual	61,836.48	63,413.68	65,031.11	66,689.79	68,390.78	70,135.16	71,924.03	73,758.52	75,639.81	77,569.07	79,547.55	81,576.49	83,657.18

Effective 07/01/2016

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
71	Hourly	30.4720	31.2492	32.0463	32.8636	33.7019	34.5615	35.4430	36.3470	37.2741	38.2248	39.1997	40.1996	41.2249
	Biweekly	2,437.76	2,499.94	2,563.70	2,629.09	2,696.15	2,764.92	2,835.44	2,907.76	2,981.93	3,057.98	3,135.98	3,215.97	3,297.99
	Annual	63,381.78	64,998.40	66,656.24	68,356.38	70,099.88	71,887.84	73,721.42	75,601.75	77,530.05	79,507.53	81,535.45	83,615.10	85,747.78
72	Hourly	31.2341	32.0307	32.8477	33.6855	34.5447	35.4258	36.3294	37.2560	38.2062	39.1807	40.1801	41.2049	42.2559
	Biweekly	2,498.73	2,562.46	2,627.82	2,694.84	2,763.58	2,834.06	2,906.35	2,980.48	3,056.50	3,134.46	3,214.40	3,296.39	3,380.47
	Annual	64,966.86	66,623.90	68,323.21	70,065.87	71,852.97	73,685.65	75,565.07	77,492.44	79,468.96	81,495.89	83,574.53	85,706.18	87,892.20
73	Hourly	32.0148	32.8313	33.6687	34.5275	35.4081	36.3113	37.2374	38.1872	39.1612	40.1600	41.1844	42.2348	43.3120
	Biweekly	2,561.18	2,626.51	2,693.50	2,762.20	2,832.65	2,904.90	2,978.99	3,054.98	3,132.90	3,212.80	3,294.75	3,378.78	3,464.96
	Annual	66,590.70	68,289.16	70,030.95	71,817.16	73,648.92	75,527.41	77,453.82	79,429.35	81,455.28	83,532.88	85,663.46	87,848.40	90,089.06
74	Hourly	32.8151	33.6520	34.5104	35.3906	36.2933	37.2190	38.1683	39.1418	40.1401	41.1640	42.2139	43.2906	44.3948
	Biweekly	2,625.21	2,692.16	2,760.83	2,831.25	2,903.46	2,977.52	3,053.46	3,131.34	3,211.21	3,293.12	3,377.11	3,463.25	3,551.58
	Annual	68,255.34	69,996.26	71,781.59	73,612.45	75,490.01	77,415.45	79,390.01	81,414.93	83,491.50	85,621.04	87,804.89	90,044.44	92,341.11
75	Hourly	33.6355	34.4934	35.3732	36.2754	37.2006	38.1495	39.1225	40.1204	41.1437	42.1931	43.2693	44.3729	45.5047
	Biweekly	2,690.84	2,759.47	2,829.85	2,902.03	2,976.05	3,051.96	3,129.80	3,209.63	3,291.50	3,375.45	3,461.54	3,549.83	3,640.37
	Annual	69,961.80	71,746.25	73,576.21	75,452.84	77,377.34	79,350.93	81,374.85	83,450.40	85,578.88	87,761.66	90,000.11	92,295.65	94,649.74
76	Hourly	34.4765	35.3558	36.2576	37.1824	38.1308	39.1034	40.1007	41.1235	42.1724	43.2481	44.3512	45.4824	46.6425
	Biweekly	2,758.12	2,828.47	2,900.61	2,974.59	3,050.46	3,128.27	3,208.06	3,289.88	3,373.79	3,459.85	3,548.09	3,638.59	3,731.40
	Annual	71,711.10	73,540.16	75,415.88	77,339.44	79,312.06	81,334.99	83,409.52	85,536.96	87,718.67	89,956.02	92,250.44	94,603.38	97,016.33
77	Hourly	35.3386	36.2399	37.1643	38.1122	39.0843	40.0812	41.1035	42.1518	43.2270	44.3295	45.4602	46.6197	47.8088
	Biweekly	2,827.09	2,899.19	2,973.14	3,048.97	3,126.74	3,206.49	3,288.28	3,372.15	3,458.16	3,546.36	3,636.82	3,729.58	3,824.70
	Annual	73,504.26	75,379.06	77,301.68	79,273.33	81,295.28	83,368.80	85,495.20	87,675.84	89,912.10	92,205.40	94,557.19	96,968.97	99,442.26
78	Hourly	36.2218	37.1456	38.0931	39.0647	40.0611	41.0829	42.1307	43.2053	44.3073	45.4374	46.5963	47.7848	49.0036
	Biweekly	2,897.74	2,971.65	3,047.45	3,125.17	3,204.89	3,286.63	3,370.46	3,456.42	3,544.58	3,634.99	3,727.71	3,822.79	3,920.29
	Annual	75,341.28	77,262.93	79,233.60	81,254.54	83,327.01	85,452.35	87,631.90	89,867.04	92,159.19	94,509.80	96,920.37	99,392.42	101,927.52
79	Hourly	37.1275	38.0745	39.0456	40.0415	41.0628	42.1102	43.1842	44.2857	45.4152	46.5736	47.7615	48.9797	50.2290
	Biweekly	2,970.20	3,045.96	3,123.65	3,203.32	3,285.02	3,368.81	3,454.74	3,542.85	3,633.22	3,725.89	3,820.92	3,918.38	4,018.32
	Annual	77,225.22	79,194.93	81,214.87	83,286.34	85,410.64	87,589.12	89,823.17	92,114.20	94,463.67	96,873.06	99,343.90	101,877.77	104,476.26
80	Hourly	38.0553	39.0260	40.0214	41.0421	42.0890	43.1625	44.2634	45.3924	46.5501	47.7374	48.9550	50.2037	51.4842
	Biweekly	3,044.43	3,122.08	3,201.71	3,283.37	3,367.12	3,453.00	3,541.07	3,631.39	3,724.01	3,819.00	3,916.40	4,016.29	4,118.73
	Annual	79,155.06	81,173.99	83,244.41	85,367.64	87,545.03	89,777.96	92,067.83	94,416.11	96,824.29	99,293.89	101,826.48	104,423.67	107,087.10
81	Hourly	39.0072	40.0021	41.0224	42.0687	43.1417	44.2421	45.3705	46.5277	47.7144	48.9315	50.1795	51.4594	52.7719
	Biweekly	3,120.57	3,200.17	3,281.79	3,365.49	3,451.33	3,539.36	3,629.64	3,722.22	3,817.16	3,914.52	4,014.36	4,116.75	4,221.75
	Annual	81,134.88	83,204.31	85,326.52	87,502.85	89,734.70	92,023.47	94,370.63	96,777.64	99,246.05	101,777.42	104,373.36	107,035.50	109,765.55
82	Hourly	39.9820	41.0018	42.0476	43.1201	44.2199	45.3478	46.5044	47.6906	48.9069	50.1544	51.4336	52.7455	54.0908
	Biweekly	3,198.56	3,280.15	3,363.81	3,449.61	3,537.59	3,627.82	3,720.35	3,815.24	3,912.56	4,012.35	4,114.69	4,219.64	4,327.26
	Annual	83,162.64	85,283.79	87,459.03	89,689.76	91,977.39	94,323.37	96,729.18	99,196.35	101,726.46	104,321.09	106,981.90	109,710.58	112,508.86

Effective 07/01/2016

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
83	Hourly	40.9814	42.0267	43.0986	44.1979	45.3252	46.4813	47.6669	48.8826	50.1294	51.4080	52.7193	54.0639	55.4429
	Biweekly	3,278.52	3,362.14	3,447.89	3,535.83	3,626.02	3,718.50	3,813.35	3,910.61	4,010.36	4,112.64	4,217.54	4,325.11	4,435.43
	Annual	85,241.40	87,415.57	89,645.19	91,931.68	94,276.49	96,681.10	99,147.05	101,675.90	104,269.24	106,928.73	109,656.06	112,452.95	115,321.17
84	Hourly	42.0063	43.0778	44.1765	45.3033	46.4588	47.6437	48.8590	50.1051	51.3831	52.6937	54.0377	55.4160	56.8294
	Biweekly	3,360.51	3,446.22	3,534.12	3,624.26	3,716.70	3,811.50	3,908.72	4,008.41	4,110.65	4,215.50	4,323.02	4,433.28	4,546.36
	Annual	87,373.20	89,601.74	91,887.12	94,230.80	96,634.25	99,099.00	101,626.62	104,218.71	106,876.91	109,602.91	112,398.44	115,265.28	118,205.23
85	Hourly	43.0563	44.1545	45.2807	46.4356	47.6200	48.8346	50.0801	51.3575	52.6674	54.0107	55.3883	56.8011	58.2498
	Biweekly	3,444.50	3,532.36	3,622.45	3,714.85	3,809.60	3,906.77	4,006.41	4,108.60	4,213.39	4,320.86	4,431.07	4,544.09	4,659.99
	Annual	89,557.02	91,841.26	94,183.76	96,586.02	99,049.54	101,575.90	104,166.69	106,823.57	109,548.21	112,342.35	115,207.75	118,146.24	121,159.68
86	Hourly	44.1327	45.2583	46.4127	47.5965	48.8105	50.0554	51.3321	52.6414	53.9841	55.3610	56.7730	58.2211	59.7061
	Biweekly	3,530.61	3,620.66	3,713.01	3,807.72	3,904.84	4,004.43	4,106.57	4,211.31	4,318.73	4,428.88	4,541.84	4,657.69	4,776.49
	Annual	91,795.92	94,137.27	96,538.33	99,000.64	101,525.75	104,115.26	106,770.83	109,494.13	112,286.88	115,150.87	118,087.91	121,099.86	124,188.63
87	Hourly	45.2360	46.3898	47.5730	48.7864	50.0308	51.3069	52.6155	53.9575	55.3337	56.7451	58.1924	59.6767	61.1988
	Biweekly	3,618.88	3,711.18	3,805.84	3,902.91	4,002.46	4,104.55	4,209.24	4,316.60	4,426.70	4,539.61	4,655.39	4,774.13	4,895.90
	Annual	94,090.92	96,490.80	98,951.90	101,475.76	104,064.01	106,718.26	109,440.22	112,231.60	115,094.18	118,029.77	121,040.24	124,127.49	127,293.49
88	Hourly	46.3668	47.5495	48.7623	50.0060	51.2815	52.5894	53.9308	55.3063	56.7170	58.1636	59.6471	61.1685	62.7287
	Biweekly	3,709.35	3,803.96	3,900.98	4,000.48	4,102.52	4,207.16	4,314.46	4,424.51	4,537.36	4,653.09	4,771.77	4,893.48	5,018.29
	Annual	96,443.04	98,902.92	101,425.53	104,012.49	106,665.44	109,386.04	112,176.05	115,037.21	117,971.35	120,980.32	124,066.05	127,230.48	130,475.62
89	Hourly	47.5261	48.7383	49.9814	51.2563	52.5636	53.9043	55.2792	56.6891	58.1350	59.6178	61.1384	62.6978	64.2970
	Biweekly	3,802.09	3,899.07	3,998.51	4,100.50	4,205.09	4,312.34	4,422.33	4,535.13	4,650.80	4,769.43	4,891.08	5,015.83	5,143.76
	Annual	98,854.32	101,375.70	103,961.39	106,613.03	109,332.30	112,120.93	114,980.68	117,913.38	120,920.88	124,005.09	127,167.96	130,411.51	133,737.78
90	Hourly	48.7143	49.9568	51.2310	52.5377	53.8777	55.2520	56.6612	58.1064	59.5885	61.1083	62.6670	64.2654	65.9045
	Biweekly	3,897.15	3,996.55	4,098.48	4,203.02	4,310.22	4,420.16	4,532.90	4,648.51	4,767.08	4,888.67	5,013.36	5,141.23	5,272.36
	Annual	101,325.78	103,910.20	106,560.53	109,278.46	112,065.72	114,924.07	117,855.32	120,861.34	123,944.03	127,105.34	130,347.29	133,671.93	137,081.37
91	Hourly	49.9319	51.2055	52.5116	53.8509	55.2244	56.6330	58.0775	59.5588	61.0779	62.6358	64.2333	65.8717	67.5518
	Biweekly	3,994.56	4,096.44	4,200.92	4,308.07	4,417.95	4,530.64	4,646.20	4,764.70	4,886.23	5,010.86	5,138.67	5,269.73	5,404.14
	Annual	103,858.44	106,507.45	109,224.03	112,009.90	114,866.83	117,796.62	120,801.14	123,882.29	127,042.03	130,282.37	133,605.35	137,013.09	140,507.74
92	Hourly	51.1805	52.4859	53.8246	55.1974	56.6053	58.0491	59.5297	61.0480	62.6051	64.2019	65.8395	67.5188	69.2409
	Biweekly	4,094.44	4,198.87	4,305.97	4,415.79	4,528.42	4,643.93	4,762.37	4,883.84	5,008.41	5,136.15	5,267.16	5,401.50	5,539.27
	Annual	106,455.36	109,170.61	111,955.12	114,810.64	117,739.00	120,742.05	123,821.70	126,979.90	130,218.65	133,540.00	136,946.08	140,439.02	144,021.06
93	Hourly	52.4599	53.7979	55.1701	56.5773	58.0203	59.5002	61.0178	62.5741	64.1701	65.8068	67.4853	69.2066	70.9718
	Biweekly	4,196.79	4,303.83	4,413.61	4,526.18	4,641.63	4,760.01	4,881.42	5,005.93	5,133.61	5,264.55	5,398.83	5,536.53	5,677.74
	Annual	109,116.54	111,899.67	114,753.78	117,680.69	120,682.25	123,760.37	126,917.01	130,154.15	133,473.86	136,878.25	140,369.46	143,949.73	147,621.31

Effective 07/01/2016

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
94	Hourly	53.7717	55.1432	56.5496	57.9920	59.4711	60.9880	62.5436	64.1388	65.7747	67.4524	69.1728	70.9371	72.7465
	Biweekly	4,301.73	4,411.45	4,523.97	4,639.36	4,757.69	4,879.04	5,003.49	5,131.10	5,261.98	5,396.19	5,533.83	5,674.97	5,819.72
	Annual	111,845.04	114,697.76	117,623.24	120,623.34	123,699.96	126,855.05	130,090.61	133,408.71	136,811.43	140,300.94	143,879.46	147,549.24	151,312.64
95	Hourly	55.1158	56.5216	57.9632	59.4416	60.9577	62.5125	64.1070	65.7421	67.4189	69.1385	70.9019	72.7104	74.5649
	Biweekly	4,409.26	4,521.73	4,637.06	4,755.33	4,876.62	5,001.00	5,128.56	5,259.37	5,393.51	5,531.08	5,672.16	5,816.83	5,965.19
	Annual	114,640.86	117,564.89	120,563.50	123,638.59	126,792.12	130,026.08	133,342.52	136,743.56	140,231.34	143,808.08	147,476.05	151,237.57	155,095.04
96	Hourly	56.4938	57.9347	59.4124	60.9278	62.4818	64.0754	65.7098	67.3857	69.1045	70.8671	72.6746	74.5282	76.4292
	Biweekly	4,519.50	4,634.78	4,752.99	4,874.22	4,998.54	5,126.04	5,256.78	5,390.86	5,528.36	5,669.37	5,813.97	5,962.26	6,114.33
	Annual	117,507.06	120,504.20	123,577.78	126,729.75	129,962.12	133,276.93	136,676.29	140,162.36	143,737.34	147,403.51	151,163.18	155,018.75	158,972.66
97	Hourly	57.9061	59.3830	60.8977	62.4509	64.0438	65.6773	67.3525	69.0703	70.8321	72.6387	74.4914	76.3914	78.3398
	Biweekly	4,632.49	4,750.64	4,871.81	4,996.07	5,123.50	5,254.18	5,388.20	5,525.63	5,666.56	5,811.10	5,959.31	6,111.31	6,267.19
	Annual	120,444.66	123,516.72	126,667.14	129,897.91	133,211.09	136,608.77	140,093.11	143,666.33	147,330.68	151,088.50	154,942.16	158,894.11	162,946.87
98	Hourly	59.3537	60.8676	62.4201	64.0122	65.6448	67.3192	69.0362	70.7971	72.6028	74.4546	76.3537	78.3011	80.2983
	Biweekly	4,748.30	4,869.41	4,993.61	5,120.97	5,251.59	5,385.53	5,522.90	5,663.77	5,808.23	5,956.37	6,108.29	6,264.09	6,423.86
	Annual	123,455.70	126,604.56	129,833.74	133,145.28	136,541.28	140,023.90	143,595.35	147,257.89	151,013.85	154,865.61	158,815.62	162,866.37	167,020.44
99	Hourly	60.8376	62.3893	63.9806	65.6125	67.2860	69.0022	70.7622	72.5671	74.4180	76.3161	78.2626	80.2587	82.3058
	Biweekly	4,867.01	4,991.15	5,118.45	5,249.00	5,382.88	5,520.18	5,660.98	5,805.37	5,953.44	6,105.29	6,261.01	6,420.70	6,584.47
	Annual	126,542.22	129,769.81	133,079.71	136,474.05	139,954.95	143,524.64	147,185.38	150,939.49	154,789.36	158,737.41	162,786.17	166,938.19	171,196.12
100	Hourly	62.3583	63.9488	65.5799	67.2526	68.9679	70.7270	72.5310	74.3809	76.2781	78.2236	80.2188	82.2649	84.3631
	Biweekly	4,988.66	5,115.90	5,246.39	5,380.20	5,517.43	5,658.16	5,802.48	5,950.47	6,102.25	6,257.89	6,417.51	6,581.19	6,749.05
	Annual	129,705.24	133,013.50	136,406.14	139,885.32	143,453.23	147,112.15	150,864.40	154,712.34	158,658.44	162,705.18	166,855.14	171,110.94	175,475.30
101	Hourly	63.9172	65.5475	67.2193	68.9338	70.6921	72.4951	74.3442	76.2404	78.1850	80.1792	82.2243	84.3215	86.4722
	Biweekly	5,113.38	5,243.80	5,377.55	5,514.71	5,655.37	5,799.61	5,947.54	6,099.23	6,254.80	6,414.34	6,577.94	6,745.72	6,917.77
	Annual	132,947.82	136,338.79	139,816.24	143,382.40	147,039.51	150,789.90	154,635.95	158,580.09	162,624.83	166,772.74	171,026.45	175,388.65	179,862.11
102	Hourly	65.5154	67.1864	68.9001	70.6574	72.4596	74.3078	76.2031	78.1467	80.1399	82.1840	84.2802	86.4298	88.6343
	Biweekly	5,241.23	5,374.91	5,512.01	5,652.60	5,796.77	5,944.62	6,096.25	6,251.74	6,411.19	6,574.72	6,742.41	6,914.38	7,090.74
	Annual	136,272.00	139,747.75	143,312.16	146,967.48	150,716.03	154,560.20	158,502.41	162,545.17	166,691.05	170,942.67	175,302.73	179,774.00	184,359.32
103	Hourly	67.1533	68.8661	70.6226	72.4239	74.2711	76.1655	78.1082	80.1004	82.1434	84.2386	86.3872	88.5906	90.8501
	Biweekly	5,372.26	5,509.29	5,649.81	5,793.91	5,941.69	6,093.24	6,248.65	6,408.03	6,571.47	6,739.09	6,910.97	7,087.24	7,268.01
	Annual	139,678.80	143,241.45	146,894.96	150,641.67	154,483.93	158,424.20	162,464.97	166,608.80	170,858.32	175,216.24	179,685.30	184,268.35	188,968.30
104	Hourly	68.8319	70.5875	72.3879	74.2342	76.1276	78.0693	80.0606	82.1026	84.1967	86.3442	88.5465	90.8050	93.1211
	Biweekly	5,506.55	5,647.00	5,791.03	5,938.74	6,090.21	6,245.55	6,404.85	6,568.21	6,735.74	6,907.54	7,083.72	7,264.40	7,449.69
	Annual	143,170.26	146,821.96	150,566.80	154,407.16	158,345.47	162,384.23	166,526.00	170,773.41	175,129.16	179,596.00	184,176.78	188,874.39	193,691.82
105	Hourly	70.5526	72.3521	74.1975	76.0900	78.0308	80.0210	82.0620	84.1551	86.3016	88.5028	90.7601	93.0751	95.4490
	Biweekly	5,644.21	5,788.17	5,935.80	6,087.20	6,242.46	6,401.68	6,564.96	6,732.41	6,904.13	7,080.22	7,260.81	7,446.01	7,635.92
	Annual	146,749.44	150,492.43	154,330.89	158,267.25	162,304.02	166,443.75	170,689.06	175,042.66	179,507.29	184,085.81	188,781.10	193,596.15	198,534.01

Effective 07/01/2016

Attachment "B"

City of Banning
Salary Schedule
2.5506% Between Steps

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
106	Hourly	72.3165	74.1610	76.0526	77.9924	79.9817	82.0217	84.1137	86.2591	88.4592	90.7155	93.0293	95.4021	97.8354
	Biweekly	5,785.32	5,932.88	6,084.21	6,239.39	6,398.53	6,561.73	6,729.10	6,900.73	7,076.74	7,257.24	7,442.34	7,632.17	7,826.83
	Annual	150,418.38	154,254.95	158,189.38	162,224.16	166,361.85	170,605.07	174,956.52	179,418.96	183,995.22	188,688.21	193,500.89	198,436.32	203,497.64
107	Hourly	74.1246	76.0152	77.9540	79.9423	81.9813	84.0724	86.2167	88.4158	90.6709	92.9835	95.3552	97.7873	100.2815
	Biweekly	5,929.97	6,081.22	6,236.32	6,395.39	6,558.51	6,725.79	6,897.34	7,073.26	7,253.67	7,438.68	7,628.41	7,822.98	8,022.52
	Annual	154,179.12	158,111.61	162,144.41	166,280.06	170,521.20	174,870.52	179,330.76	183,904.77	188,595.45	193,405.76	198,338.77	203,397.60	208,585.46
108	Hourly	75.9777	77.9156	79.9029	81.9409	84.0309	86.1742	88.3722	90.6262	92.9377	95.3082	97.7391	100.2321	102.7886
	Biweekly	6,078.22	6,233.25	6,392.24	6,555.28	6,722.47	6,893.94	7,069.78	7,250.10	7,435.02	7,624.66	7,819.13	8,018.56	8,223.09
	Annual	158,033.70	162,064.51	166,198.12	170,437.17	174,784.34	179,242.39	183,814.15	188,502.51	193,310.46	198,241.04	203,297.37	208,482.67	213,800.23
109	Hourly	77.8770	79.8633	81.9003	83.9893	86.1315	88.3284	90.5813	92.8916	95.2609	97.6907	100.1824	102.7376	105.3580
	Biweekly	6,230.16	6,389.07	6,552.03	6,719.14	6,890.52	7,066.27	7,246.50	7,431.33	7,620.88	7,815.25	8,014.59	8,219.01	8,428.64
	Annual	161,984.16	166,115.73	170,352.68	174,697.69	179,153.53	183,723.02	188,409.06	193,214.62	198,142.75	203,196.58	208,379.31	213,694.24	219,144.72
110	Hourly	79.8239	81.8599	83.9478	86.0890	88.2847	90.5365	92.8458	95.2139	97.6424	100.1329	102.6869	105.3060	107.9919
	Biweekly	6,385.91	6,548.79	6,715.82	6,887.12	7,062.78	7,242.92	7,427.66	7,617.11	7,811.39	8,010.63	8,214.95	8,424.48	8,639.35
	Annual	166,033.66	170,268.51	174,611.38	179,065.02	183,632.25	188,315.98	193,119.17	198,044.86	203,096.19	208,276.37	213,588.66	219,036.46	224,623.20
111	Hourly	81.8197	83.9066	86.0467	88.2414	90.4921	92.8002	95.1672	97.5945	100.0837	102.6365	105.2543	107.9389	110.6920
	Biweekly	6,545.58	6,712.53	6,883.74	7,059.31	7,239.37	7,424.02	7,613.37	7,807.56	8,006.70	8,210.92	8,420.34	8,635.11	8,855.36
	Annual	170,184.96	174,525.70	178,977.15	183,542.14	188,223.57	193,024.40	197,947.68	202,996.53	208,174.16	213,483.85	218,928.97	224,512.97	230,239.40
112	Hourly	83.8651	86.0041	88.1978	90.4473	92.7543	95.1201	97.5462	100.0342	102.5857	105.2023	107.8855	110.6373	113.4592
	Biweekly	6,709.21	6,880.33	7,055.82	7,235.79	7,420.34	7,609.61	7,803.70	8,002.74	8,206.86	8,416.18	8,630.84	8,850.98	9,076.73
	Annual	174,439.38	178,888.63	183,451.36	188,130.47	192,928.93	197,849.78	202,896.13	208,071.20	213,378.27	218,820.69	224,401.93	230,125.53	235,995.11
113	Hourly	85.9620	88.1545	90.4030	92.7088	95.0734	97.4984	99.9852	102.5354	105.1507	107.8326	110.5830	113.4035	116.2960
	Biweekly	6,876.96	7,052.36	7,232.24	7,416.70	7,605.87	7,799.87	7,998.81	8,202.83	8,412.05	8,626.61	8,846.64	9,072.28	9,303.68
	Annual	178,800.90	183,361.40	188,038.21	192,834.31	197,752.75	202,796.63	207,969.16	213,273.62	218,713.38	224,291.88	230,012.67	235,879.37	241,895.71
114	Hourly	88.1108	90.3582	92.6629	95.0263	97.4501	99.9356	102.4846	105.0986	107.7792	110.5282	113.3474	116.2384	119.2032
	Biweekly	7,048.87	7,228.66	7,413.03	7,602.11	7,796.01	7,994.85	8,198.77	8,407.88	8,622.34	8,842.26	9,067.79	9,299.07	9,536.25
	Annual	183,270.54	187,945.04	192,738.76	197,654.76	202,696.14	207,866.11	213,167.94	218,605.00	224,180.74	229,898.70	235,762.49	241,775.85	247,942.59
115	Hourly	90.3136	92.6172	94.9795	97.4020	99.8864	102.4341	105.0467	107.7261	110.4737	113.2915	116.1811	119.1444	122.1833
	Biweekly	7,225.09	7,409.37	7,598.36	7,792.16	7,990.91	8,194.72	8,403.74	8,618.09	8,837.90	9,063.32	9,294.49	9,531.55	9,774.66
	Annual	187,852.38	192,643.74	197,557.31	202,596.21	207,763.63	213,062.85	218,497.23	224,070.22	229,785.36	235,646.26	241,656.65	247,820.35	254,141.25
116	Hourly	92.5714	94.9325	97.3538	99.8370	102.3834	104.9948	107.6728	110.4191	113.2354	116.1236	119.0855	122.1229	125.2377
	Biweekly	7,405.71	7,594.60	7,788.31	7,986.96	8,190.67	8,399.58	8,613.82	8,833.53	9,058.83	9,289.89	9,526.84	9,769.83	10,019.02
	Annual	192,548.46	197,459.60	202,496.01	207,660.87	212,957.47	218,389.16	223,959.39	229,671.70	235,529.71	241,537.13	247,697.78	254,015.55	260,494.48

Effective 07/01/2016

ATTACHMENT "C"
CLASS SERIES LIST – UTILITY EMPLOYEES

ELECTRICAL UTILTIY/SKILLED	*TECHNICAL*	*PUBLIC BENEFITS*	*TECHNICAL/SKILLED*
Sr. Electrical Service Planner* Powerline Crew Supervisor * Sr. Electrical Service Planner can bump a Sr. Powerline Crew Supervisor	Substation Test Technician Meter Test Technician	Public Benefits Coordinator	AutoCAD/GIS Technician
Powerline Technician* Electrical Service Planner* *equal salary ranges.	Apprentice Meter Technician	Utility Services Assistant	
Powerline Apprentice			
Electrical Service Worker			
Field Service Representative			
Utility Engineering Assistant			

WATER UTILITY/SKILLED	*WASTEWATER UTILITY/SKILLED*	*INVESTORY/WAREHOUSE*	
Assistant Water Superintendent	Wastewater Collections Systems Supervisor	Warehouse Services Specialist	
Water Crew Supervisor	Wastewater Collections Systems Specialist		
Water Crew Lead	Wastewater Collections Systems Technician		
Lead Field Service Representative			
Water Service Worker			
Field Service Representative			

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CITY OF BANNING
CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Rochelle Clayton, Deputy City Manager

MEETING DATE: October 10, 2017

SUBJECT: **Adoption of Resolution 2017-99 Approving the Tentative Agreement for a Successor Memorandum of Understanding (Deal Points) and the Memorandum of Understanding Between the City of Banning and the International Brotherhood of Electric Workers Local 47, General Unit (IBEW Local 47 General) for the period July 1, 2017 through June 30, 2020.**

RECOMMENDATION:

Adoption of Resolution 2017-99 approving the tentative agreement for a successor Memorandum of Understanding (deal points) and the Memorandum of Understanding ("MOU") between the City of Banning ("City") and the International Brotherhood of Electric Workers Local 47, General Unit for the (IBEW Local 47 General) period July 1, 2017 through June 30, 2020.

JUSTIFICATION:

Section 3505.1 of the Meyers-Milias-Brown Act provides that "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding". Once approved by the governing body of a local agency, a memorandum of understanding becomes a binding agreement between the employee organization and the local agency.

BACKGROUND:

The preceding MOU between the City and the IBEW Local 47 General expired on June 30, 2017. The City negotiation team had numerous communication exchanges and meetings with the IBEW Local 47 General representatives beginning in November 2016.

Accordingly, the City has negotiated and all parties have agreed on an MOU based upon the prior IBEW Local 47 General MOU with all changes detailed in the attached Tentative Agreement between the City and IBEW Local 47 General. The primary changes are summarized as follows:

- A three year term from July 1, 2017 through June 30, 2020, retroactive upon adoption
- All represented Unit members shall receive a cost of living adjustment to salaries by an increase of one percent of base pay effective July of 2017, 2018 and 2019
    - 2017 COLA: IF July 1, 2017 to December 31, 2017 Actual Revenue exceeds the budget and Actual Expenditures are less than the budget by at least $250,000, than an additional one percent COLA shall be granted effective January 1, 2018
    - 2018 & 2019 COLA: IF 2017 & 2018, respectively, Actual Property Tax, Sales Tax and Transient Occupancy Tax (TOT) Revenue (Revenue) exceeds 2016 & 2017 (respectively) Actual Revenue by $500,000, than an additional one percent COLA shall be granted; or by $750,000, than an additional two percent COLA shall be granted for each respective fiscal year
- The City will increase the contribution to each employee's cafeteria account by fifty dollars per month, or an amount equal to six hundred dollars annually for the payment of that employee's medical insurance premium related to a City sponsored medical and dental plans, effective July of 2017, 2018 and 2019

The IBEW Local 47 General MOU 2017-2020 represents the full and complete negotiated and agreed upon MOU. Upon approval of the tentative agreement, IBEW Local 47 General MOU 2017-2020 and adoption of Resolution 2017-99, the MOU shall be ratified and fully executed.

OPTIONS:

1. Ratify the Tentative Agreement and IBEW Local 47 General MOU 2017-2020 with adoption of Resolution 2017-99.

2. Do not ratify the Tentative Agreement and IBEW Local 47 MOU 2017-2020, and continue negotiations.

FISCAL IMPACT:

The negotiated changes result in a fiscal impact to the General Fund in FY17-18 of approximately $15,000.

ATTACHMENTS:

1. Resolution 2017-99

2. Tentative Agreement for Successor Memorandum of Understanding Between The City of Banning and IBEW Local 47 General

3. IBEW Local 47 General MOU 2016-2017 (Resolution 2016-93)

Approved by:

Alejandro Diaz, Interim City Manager

ATTACHMENT 1

RESOLUTION 2017-99

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING THE TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING (DEAL POINTS) AND APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE BANNING INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS – LOCAL 47 REPRESENTING THE GENERAL EMPLOYEES UNIT AND THE CITY OF BANNING FOR THE PERIOD OF JUNE 30, 2017 THROUGH JULY 1, 2020

WHEREAS, the City of Banning ("City") has formally recognized the International Brotherhood of Electrical Workers (IBEW) - Local 47 General Employees as the exclusive employee organization for the general employees bargaining unit; and

WHEREAS, the prior Memorandum of Understanding between the City and the IBEW expired on June 30, 2017; and

WHEREAS, the City and IBEW have successfully met and conferred reached a Tentative Agreement For A Successor MOU between the City and the International Brotherhood of Electrical Workers (IBEW) - Local 47 General Employees for the period of July 1, 2017 through June 30, 2020 pursuant to the Meyers-Milias-Brown Act ("MMBA")(Gov't Code Sections 3500-3511) and the City's Employer-Employee Relations Resolution No. 2010-45; and

WHEREAS, MMBA Section 3505.1 provides that:

> "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding"; and

WHEREAS, the City labor representative and the IBEW representatives have also jointly and concurrently prepared and signed, and the IBEW has ratified, a proposed successor IBEW Memorandum of Understanding for the period July 1, 2017 through June 30, 2020, where once approved by the governing body of a local agency becomes a binding agreement between the employee organization and the local agency.

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

SECTION 1: That the City Council approves the Tentative Agreement For A Successor MOU between the City and the International Brotherhood of Electrical Workers (IBEW) - Local 47 General Employees for the period of July 1, 2017 through June 30, 2020, a fully executed copy of which is provided herewith as Attachment 1 and by this reference made a part hereof.

SECTION 2: That the City Council approves the Memorandum of Understanding Between the City and the International Brotherhood of Electrical Workers (IBEW) - Local 47 General Employees for the period July 1, 2017 through June 30, 2020, a fully executed copy of which is provided herewith as Attachment 2 and by this reference made a part hereof.

PASSED, APPROVED AND ADOPTED this 10th day of October, 2017.

_____
George Moyer, Mayor
City of Banning, California

ATTEST:

_____
Sonja De La Fuente, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
John C. Cotti, Interim City Attorney
Jenkins & Hogin, LLC

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-99 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of October, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

TENTATIVE AGREEMENT FOR A SUCCESSOR
MEMORANDUM OF UNDERSTANDING
Between
The City of Banning and
The International Brotherhood of Electrical Workers-Local 47
General Employees Unit

October 5, 2017

1. All terms and conditions of prior Memorandum of Understanding ("MOU") between the City and the International Brotherhood of Electrical Workers-Local 47 (IBEW-Local 47) General Unit shall continue unless expressly modified or changed herein.

2. Article 1.3 – Term - Except as otherwise provided herein, the successor MOU between the City and the IBEW-Local 47 General Unit relative to wages, hours, and other terms and conditions of employment shall remain in force until its term expires at close of business on June 30, 2020.

3. Article 1.4 – Unit Members – Insert - Salary ranges to all classifications.

4. Article 5.1 – Probation Period UPDATE – The probationary period for newly hired represented employees will be 12 months. ...After serving six (6) months in the probationary period, the employee shall be eligible for a six month merit increase based upon a satisfactory performance evaluation. The employee will pass probation at the end of the one year probation period upon a satisfactory performance evaluation, or shall pass probation if employee's supervisor does not provide the performance evaluation on time. Represented employees who have previously successfully completed a probationary period and who are subsequently promoted or reclassified, shall serve a six (6) month probationary period in the new position and shall receive an increase of two (2) steps upon a satisfactory performance evaluation. At the conclusion of the six (6) month probationary period, employee shall pass probation upon a satisfactory performance evaluation, or shall pass probation and receive step increase if employee's supervisor does not provide the performance evaluation on time.

5. Article 5.1 – Probation Period ADDITION – Add the following after last sentence: Probation Period on an employee's initial probation can be extended if necessary, for a period not to exceed six (6) months. If extended, such action must be extended during initial probation period. Any extended period of absence from duty of four continuous weeks (2 pay periods) or more for any reason except scheduled vacation, will automatically cause a probation period to be extended equal to the period of absence.

6. Article 14.1 – Salaries – Effective July 3, 2017 all Unit members shall receive a cost of living (COLA) salary increase of one percent of base pay rate as shown on the salary schedule. Effective the first pay period of July 2018: one percent COLA increase;

effective first pay period of July 2019: one percent COLA increase. ***2017 COLA**: IF July 1, 2017 to December 31, 2017 Actual Revenue exceeds the budget and Actual Expenditures are less than the budget by $250,000, than an additional one percent COLA shall be granted effective January 1, 2018. ****2018 & 2019 COLA**: IF 2017 & 2018 respectively ACTUAL Property Tax, Sales Tax and Transient Occupancy Tax (TOT) Revenue (REVENUE) exceeds 2016 & 2017 (respectively) ACTUAL REVENUE by $500,000 = two percent COLA; or $750,000 = three percent COLA for each respective fiscal year.

Retro to 7/3/2017	**Minimum COLA**	If 7/1/17 - 12/31/17 Actuals are $250,000 better than Budget = **Additional 1% effective 1/1/18**	
YEAR 1	1%		
Effective July 2018		If FY17 Revenues Increase from FY16 by $500k =	If FY17 Revenues Increase from FY16 by $750k =
YEAR 2	1%	**2%**	**3%**
Effective July 2019		If FY18 Revenues Increase from FY17 by $500k =	If FY18 Revenues Increase from FY17 by $750k =
YEAR 3	1%	**2%**	**3%**

7. Article 14.1, paragraph 2 – Performance Evaluations UPDATE – Annual increase for satisfactory performance will be a minimum of two (2) steps or approximately five percent. Department Heads will have the option of granting a higher salary increase based on exceptional performance with approval of the City Manager.

8. Article 14.1(a) – Performance Evaluations UPDATE – Employee shall be granted a step increase upon receiving a satisfactory overall evaluation on the City approved employee evaluation form OR such step increase will be automatically implemented if employee's supervisor is thirty (30) days late on giving such evaluation, retroactive to the due date of the evaluation.

9. Article 14.3 – Bilingual Premium Pay REMOVE – Compensation shall be capped at $110 per pay period beginning the first full pay period upon adoption of this MOU.

10. Article 14 – NEW SECTION – ADD – Reclassified employees to receive an evaluation and increase with satisfactory evaluation after 6 months in the position.

11. Article 15.1a – Maximum Comp Time Accrual ADD – 15.1a Compensation Leave Buy Out. All represented employees may elect to receive a maximum buy-out of eighty (80) hours of combined compensation and vacation time each fiscal year. [Examples:

employees may cash out 40 hours of compensation & 40 hours of vacation, 20 hours of compensation & 60 hours of vacation, 50 hours of compensation & 30 hours of vacation, etc. so as not to exceed a combined total of 80 hours of compensation and vacation time.]

12. Article 15.6 – Communication Devices LANGUAGE CLEANUP – REMOVE: "a beeper, pager or other"

13. Article 21.1 – Sick Leave Accrual LANGUAGE CLEANUP – REMOVE: "Effective 1st full pay period in July 2013, excess hours above two hundred twenty-four (224) were moved to an "old sick" leave account. During fiscal year 2013 and thereafter, any hours that exceed regular cap of four hundred (400) hours will not be accrued". ADD: Employees with remaining "Old Sick Leave" accounts must utilize these hours prior to using their regular sick leave hours.

14. Article 21.3 – Sick Leave Buy Out UPDATE – Buy-out of sick leave may not reduce the employee's available sick leave bank below ~~eighty (80)~~ ninety (90) hours in year one of the MOU; one hundred (100) hours in year two of the MOU; and one hundred twenty (120) hours in year three of the MOU.

15. Article 21.4 – Sick Leave Upon Separation – ADD: after twenty years of continuous City service, a represented employee shall be eligible to convert to cash an amount equivalent to fifty percent of all unused sick leave.

16. Article 21.6 – Bereavement UPDATE – ~~Non-probationary~~ All Unit members shall be allowed thirty (30) hours with pay for bereavement leave upon the death of a member of their family.

17. Article 22.5 – Vacation Payment in Lieu CHANGE – cash-out option from every two years to an annual maximum buy-out of eighty (80) hours of combined compensation and vacation time each fiscal year. [Examples: employees may cash out 40 hours of compensation & 40 hours of vacation, 20 hours of compensation & 60 hours of vacation, 50 hours of compensation & 30 hours of vacation, etc. so as not to exceed a combined total of 80 hours of compensation and vacation time.]

18. Article 22.6 – Holidays UPDATE – The City shall grant New Year's Eve as a paid Holiday <u>in exchange</u> for the Sick Leave Buy Out bank minimum balance increases.

19. Article 23.1 – City Contributions to Cafeteria Plan – Effective July 1, 2017, increase monthly cafeteria plan by fifty dollars per month; this will not constitute changes to existing medical and dental plans until the next open enrollment period. The cafeteria increase will be effective July 1, 2017 and will be paid as a six hundred dollar one-time lump sum payable in the first full pay period after adoption of the MOU for employees hired prior or by July 1, 2017; employees hired after July 1, 2017 will receive a prorated amount and the prorated portion must be paid back to the City if employment terminates prior to June

30, 2018. A fifty dollars per month increase shall be effective July 1, 2018 and July 1, 2019.

20. Article 23.1(c) – City Contributions to Cafeteria Plan ADDITION – ADD (c) Unit members may elect to receive ninety-two and five-tenths percent (92.5%) of the balance in cash as CalPERS non-includable taxable income.

21. Article 23.2 – Eye Wear Reimbursement UPDATE – The City will reimburse a maximum of three hundred dollars every two years for protective or prescription eye wear for an employee and/or prescription eye wear for the employee's dependents.

22. Article 25.6 – Utility Allowance – REMOVE: "household"; "Current employees residing in the same household will be grandfathered to allow both employees to receive such discount."

23. ADD ARTICLE – Buy Out - City agrees to state in each buy-out section that there is an option to roll-over into 457.

24. ADD ARTICLE – Administrative Leave Provision – Employees will be granted paid time off based on their regular work schedule. Employee will be compensated for holidays while they are on paid administrative leave.

25. ADD ARTICLE – Administrative Policy A-30, Alternative Work Week - "Holiday bank will be created for each employee to accrue flexible holiday hours. Hours accrued in the bank are subject to a mandatory annual buy-out with the payroll closest to June 1st of each year".

SIGNATURES ON FOLLOWING PAGE

TENTATIVE AGREEMENT FOR A SUCCESSOR
MEMORANDUM OF UNDERSTANDING
Between City and The International Brotherhood of Electrical Workers-Local 47
General Employees Unit

CITY OF BANNING	**IBEW – LOCAL 47**
_____	_____
Rochelle Clayton, Deputy City Manager	Pat Lavin, Business Manager
_____	_____
	John Baca, Assistant Business Manager
_____	_____
_____	_____
_____	_____

ATTACHMENT 3

MEMORANDUM OF UNDERSTANDING BETWEEN

THE CITY OF BANNING

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS - LOCAL 47

GENERAL EMPLOYEES UNIT

July 1, 2016 through June 30, 2017

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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BANNING AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS - LOCAL 47 REPRESENTING THE GENERAL EMPLOYEES UNIT FOR THE PERIOD July 1, 2016 THROUGH JUNE 30, 2017

ARTICLE 1 - PREAMBLE

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

1.2 Recognition. The City continues to recognize IBEW as the exclusive recognized employee organization representing full time, permanent employees in the Unit or hereafter employed by the City and eligible for inclusion in the Unit. It is understood that this MOU shall constitute a bar to any petition or request for recognition of any representational unit which includes classifications of employees covered by this MOU or such petitions to represent such employees at any time during the term hereof. This provision shall not preclude employees from exercising their rights as may be provided by the Meyers-Milias-Brown Act or the Employer-Employee Relations Resolution of the City.

1.3 Term. Except as otherwise provided herein, this MOU between the City and IBEW relative to wages, hours, and other terms and conditions of employment shall become effective upon approval by City Council and thereafter shall remain in full force until its term expires at close of business on June 30, 2017, except that if no successor MOU has been negotiated and approved by June 30, 2017, then this MOU shall extend and not be terminated until such time as a successor MOU is approved by City Council or City Council unilaterally implements its last, best and final offer after impasse procedures have been followed, whichever occurs first.

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

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

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

ARTICLE 2 - CONTINUATION OF RULES & POLICIES

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

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

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

ARTICLE 3 - EMPLOYEE RIGHTS

3.1 Non Discrimination. The provisions of this MOU shall apply to all persons covered by this MOU without discrimination on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, pregnancy, childbirth, gender, gender identity, gender expression, age, sexual orientation, citizenship status or any other basis protected by applicable law, nor will there be any discrimination with respect to hiring, retention or any condition of employment because of membership or activities on behalf of IBEW.

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

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

3.4 Additional Employee Rights. Employees shall also have:

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

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

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

ARTICLE 4 -MANAGEMENT RIGHTS

4.1 City Authority & Management Prerogative. IBEW recognizes and agrees that, except as limited by this MOU, the City and its representatives have the responsibility and the authority to manage and direct all operations and activities of the City including, but not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards and the processes and the materials to be employed; the right to subcontract any work or operation; to expand or diminish services; to determine the procedures and standards of selection for employment and promotion; determine classifications; direct its employees; take disciplinary action; relieve its employees of duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted and to assign work to employees and to establish and change work schedules and assignments and to determine the days and hours when the employees shall work; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and work performance technology.

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

4.2 Subcontracting. At no time shall the City subcontract work that was previously completed by IBEW represented employees whose services have been terminated without prior notification to meet and confer with the IBEW representative.

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

ARTICLE 5 -PROBATIONARY PERIOD

All employees appointed to a position represented by IBEW shall serve a twelve (12) month probationary period. The probationary period shall be considered a part of the examination and selection process and shall not include any time served under any limited service or provisional appointment, but shall date from the time of appointment to a regular position. After serving six (6) months in the probationary period, the employee shall be eligible for a

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

ARTICLE 6 -DUES DEDUCTION; AGENCY SHOP

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

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

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

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

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

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

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

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

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

ARTICLE 7 - EMPLOYEE ORGANIZATION REPRESENTATIVES

7.1 Meetings. Two (2) employees selected by IBEW may attend scheduled meetings with City management during regular hours without loss of pay, provided that such employees shall not leave their work station or assignment without first securing approval of their Department Head twenty-four (24) hour in advance. Such meetings shall be scheduled in a manner consistent with the City's operating requirements and work schedules. Nothing herein shall be deemed to preclude the scheduling of such meetings at hours other than such employee's regular working hours, in which event attendance shall be without pay.

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

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

ARTICLE 8 - BULLETIN BOARDS

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

(a) scheduled IBEW meetings, agenda and minutes.

(b) information on IBEW elections and the results.

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

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

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

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

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

ARTICLE 9 - MEMORANDUM OF UNDERSTANDING COPIES

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

ARTICLE 10 -MEETINGS

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

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

10.3 Budget Oversight Committee. The City agrees to continue the Budget Oversight Committee, with IBEW entitled to appoint one (1) member. Said Committee shall have an

equal number of members appointed by the City's recognized employee organizations and the City. Said Committee shall be advisory only to the City Manager. The City shall determine the necessity of such meetings. The City agrees to meet with the committee at least once per year.

ARTICLE 11 - HOURS OF WORK

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

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

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

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

ARTICLE 12 - LIGHT DUTY

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

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

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

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

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

ARTICLE 13 - REST PERIOD

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

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

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

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

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

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

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

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

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

14.1 Wage Increases/Performance Evaluations

Effective July 1, 2016 all Unit members shall receive a cost of living (COLA) salary increase of two percent (2%) of base pay rate as shown on the salary schedule provided herewith as Attachment A. This increase is for all Unit members still employed at the time this MOU is adopted by City Council.

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

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

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

(c) An employee denied a step increase shall thereafter have monthly meetings to review his/her performance with his/her supervisor and shall have the City approved employee evaluation form completed no later than six months after the date of the performance evaluation which led to the denial of the step increase. If the employee's overall performance is rated satisfactory, then the

employee shall be granted the appropriate step increase effective the first pay period following the six month re-evaluation period. Such step increase shall not be retroactive.

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

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

Classification	Salary Range
Accountant	54
Accountant II	59
Accounting Specialist	53
Building Permit Specialist	55
Building Inspector	62
Building Maintenance Specialist	49
Bus Driver	47
Bus Driver Lead/Trainer	55
Buyer	54
Cable Services Specialist	44
Code Compliance Officer	58
Community Center Caretaker	36
Custodian	34
Development Project Coordinator	58
Economic/Redevelopment Project Coordinator	58
Engineering Services Assistant	48
Executive Assistant	57
Executive Secretary	53
Financial Services Specialist	47
Fleet Maintenance Mechanic	53
Information Technology Coordinator	59
Information Technology/Media Technician	57
Lead Fleet Maintenance Mechanic	56
Lead Public Safety Dispatcher	56
Lead Police. Records Specialist	45
Maintenance Worker	45
Motor Sweeper Operator	50
Office Specialist	44
Payroll Coordinator	53
Police Assistant II	48
Police Assistant I	44
Police Information Technology Technician	59
Police Records Assistant	33
Program Coordinator	43
Public Safety Dispatcher	52
Public Works Inspector	62
Receptionist	31
Recreation Coordinator	51
Senior Building Inspector	67
Senior Code Compliance Officer	61
Senior Maintenance Worker	50
Senior .Utility Billing Representative	48
Transit Field Supervisor	59

Utility Billing Representative	43
Work Release Crew Lead	47

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

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

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

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

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

14.6 Y-Rating. When a Unit member is reclassified to a new or existing class with a lower maximum salary rate, he or she may be assigned a "Y-Rate" designation under which the Unit member will remain at his or her current salary. Unit members with "Y-Ratings" will be frozen at their current prevailing pay rate and will not participate in salary range adjustment until salary schedules related to their new assignment exceed the Y-rated pay

rate. Establishment of a "Y-Rate" salary for a Unit member is an administrative determination and requires the approval of the Unit member's department head, the Human Resources Director, and the City Manager. The practice is not to be confused with involuntary demotion, salary range adjustments, or other normal personnel procedures including administrative actions that result in bumping rights.

14.7. Salary Survey. The City agrees to fund a salary survey with an approved consultant that will commence in July 2016 and it will be used for discussion with IBEW for the MOU commencing in 2017. The consultant will recommend benchmark positions to survey.

The survey shall include evaluation of certification pay for Information Technology (MCTS/MCSA) and Code Enforcement Officer certifications by each agency and will be conducted over the following agreed upon agencies:

City of La Quinta
City of Coachella
City of Palm Springs
City of Colton
City of Azusa
City of Corona
City of Riverside

At the conclusion of the Salary Survey, the high and low will be disregarded and the mean salary for reach position shall be determined as the salary to base the re-open discussion on.

ARTICLE 15 - OVERTIME, ON-CALL PAY

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

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

15.3 Call Out Minimum Compensation.

The City agrees to pay to the Unit member a minimum of two (2) hours pay for any time worked during the first hour when called out for emergencies, and time and one-half (1/2) for each hour worked thereafter. For example, should an employee be called out to work two (2) hours of emergency duty he would be compensated with three and one-half (3-1/2) hours pay at the regular hourly base rate of pay; two (2) hours pay for the first hour worked

and one and one-half (1-1/2) hours pay for the second hour worked. Call out minimum compensation does not apply to answering phone calls or emails off-site or off-duty, though employees are still entitled to pay for actual time worked in responding to such calls. If in the future the City provides portable internet capable devices, then call out minimum pay will not apply to use of those devices off duty and/or off site to check and/or respond to calls or clear messages and/or alarms, though employees are still entitled to pay for actual time worked responding to such calls.

15.4 On-Call Pay.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 16 - TEMPORARY UPGRADE PAY AND PROMOTION PAY

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

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

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

ARTICLE 17 - PAY FOR JURY DUTY & COURT APPEARANCES

17.1 Jury Duty.

(a) Any employee summoned for attendance to any court for jury duty during his/her normal working hours shall be deemed to be on duty and there shall be no loss of salary, but any jury fees received by him/her shall be paid into the City treasury. Any employee who shall be called as a witness arising out of and in the course of his/her City employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received by him/her shall be paid into the City treasury. An employee absent as a witness in a private matter shall not be entitled to be paid during such absence, he/she may, however, use vacation time for such absence.

(b) All night shift dispatchers who are summoned for jury duty the day following their shift should notify their supervisor to arrange for alternate scheduling. In the event that alternate shift coverage is unavailable, the dispatcher will be allowed time off for up to eight (8) hours before reporting for jury duty and will be compensated for scheduled hours lost as normal working hours. If the same dispatcher is scheduled to work the night following the jury duty summons, they should notify their supervisor to arrange for alternate coverage. Eight (8) hours includes all time between leaving work and the time

assigned to report to jury duty or time released from jury duty and returning to scheduled work. Time paid that was not worked for the purpose of this section will not count towards overtime. However, any dispatchers allowed time off either before or after a jury summons will have the option of using regular accruals (vacation or comp time) to account for any scheduled time they would have normally worked, but are allowed off.

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

ARTICLE 18 - SAFETY EQUIPMENT AND TRAINING

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

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

18.3 Boot/Safety Shoe Allowance. The City shall provide a yearly boot /safety shoe allowance from $125 to $250 to each employee who is required, by the nature of his/her work to wear a specific type/style of shoe or boot. Two hundred fifty dollars ($250) will be granted to employees that are required to wear an approved shoe/boot which meets the minimum standards as determined by the Department Head and approved by the Joint Safety and Training Committee. Departmental standards shall not be less than those which may be required by CalOSHA. One hundred twenty-five dollars ($125) will be granted to employees that are required to wear a boot that is a non-CalOSHA required boot and must be worn as a requirement of their uniform. Employees shall wear approved shoes/boots during working hours where required by work conditions.

18.4 Damaged Property. The City shall reimburse Unit employees the reasonable replacement value of personal property destroyed in the course and scope of their employment. The employee shall make application for reimbursement by presenting to the Department Head the damaged or destroyed article. Personal property subject to this provision consists of personal property necessary to fulfill the employee's job duties and that is approved in advance for use on the job. Replacement for prescription eyewear is limited to $200 per year. Replacement for watches is limited to $100 per year. Excluded from this definition are items of clothing used by the employee in the exercise of his/her discretion in lieu of City issued uniform apparel. Replacement of items will be secondary to any applicable insurance.

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

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

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

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

ARTICLE 19 - MILEAGE, MEALS AND OTHER REIMBURSEMENT

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

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

(a) Employees called back within two hours after the end of their shift shall earn one thirty minute paid meal period and one meal period compensation of $16.00.

(b) During call-out overtime, one thirty minute meal period and one meal compensation of $16.00 will be earned for each consecutive four hours of paid overtime completed.

(c) During extension of the regular work day, one paid thirty minute meal period and one meal compensation of $16.00 will be earned after two consecutive hours paid overtime completed; thereafter, meals will be earned after completion of each four consecutive hour intervals as described above.

(d) Employees that work two consecutive hours or more immediately prior to the beginning of a regular shift will earn one thirty minute meal period and one meal compensation of $16.00.

(e) Planned overtime – If planned overtime extends beyond the length of a regular work day, one paid thirty minute meal period and one meal compensation of $16.00 will be earned after two consecutive hours worked beyond the number of hours in employee's regular schedule completed; thereafter, meals will be earned after completion of each four consecutive hour intervals of planned overtime. For example, employee's regular schedule in 4/10's; when planned overtime exceeds 10 hours in one day this section applies.

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

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

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

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

(j) When Public Safety Dispatchers are notified of the need to extend a work day (or work planned overtime) four hours or less before beginning of the work day to be extended or less than four hours before the start of the planned overtime they will be subject to meal periods under Section 19.2 (b-d) and will qualify for the meal periods and meal compensation of $16.00.

ARTICLE 20 - TUITION REIMBURSEMENT: EDUCATION INCENTIVE

20.1 Qualifications.

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

(b) Maximum reimbursement shall be $4,000 per fiscal year. Tuition actually paid will be reimbursed to all permanent employees for courses and required books related to classes qualified for tuition reimbursement approved by the Department Head and taken in an accredited educational institution provided that:

i, The subject matter of the course relates to obtaining a degree, including prerequisites, or relates directly to and contributes toward the employee's position with the City.

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

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

20.2 Reimbursement Requirements.

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

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

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

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

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

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

employee completes the program as previously approved by the Human Resources Department.

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

(d) $4,000.00 (three thousand dollars) shall be payable for successful completion of a Master's Degree from an accredited college or university in any subject after 3 (three) years of employment with the City.

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

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

100% of the total payable incentive shall be payable upon presentation of acceptable documentation (including transcripts) showing completion of certificate or degree.

Employees who have already completed their degree and not received 100% of the incentive pay will be paid the remaining percentage due at time of the 2016-2017 MOU adoption to make the employee's incentive pay whole at 100%.

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

ARTICLE 21 - SICK AND BEREAVEMENT LEAVE

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

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

21.3 Sick Leave Buy Out. Conversion of sick leave will not be permitted. All represented employees may elect to receive a maximum buy-out of forty (40) hours each fiscal year of either sick leave or comp time or vacation, or a combination thereof, under this section provided, however, such buy-out may not reduce the employee's available sick leave bank below eighty (80) hours effective July 1, 2016. No such restriction shall apply to the buy-out of accrued comp time or vacation time.

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

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

21.6 Bereavement. Non-probationary Unit members shall be allowed thirty (30) hours with pay for bereavement leave upon the death of a member of their family. For this section family includes the following persons: spouse, domestic partner, mother, father, brother, sister, child, stepchild, grandchild, or grandparent of the employee or any one of the same relatives of the employee's spouse or domestic partner,. The thirty (30) hours of bereavement shall be allowed for each death of a family member. An employee shall be allowed a maximum of forty (40) hours bereavement leave under this section for multiple family deaths occurring during the same twenty-four (24) hour period. Probationary employees may elect to use bereavement leave without pay, but upon successful completion of their probationary period they will be reimbursed for such leave at their rate of pay at the time of bereavement.

ARTICLE 22 - VACATION AND HOLIDAY ACCRUALS

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

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

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

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

22.2 Maximum Vacation Leave Accrual. An employee may accrue a maximum of three-hundred twenty (320) hours of vacation leave. If an employee has accumulated the maximum allowed under-this Article, said employee will receive no further Vacation Leave accruals until said employees uses a portion of his/her Vacation Leave and his/her Vacation Leave accruals have been reduced below the maximum. There shall be no retroactive receipt of any Vacation .Leave lost as a result of this Article.

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

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

22.5 Vacation Payment In Lieu. No more than once every two (2) years, at the request of the employee and with the approval of the Department Head and the verification from Human Resources of sufficient leave balance, in order to meet unusual or emergency conditions, an employee may be paid forty (40) hours of vacation pay in lieu of time off. The balance of accrued vacation shall not be allowed to go below forty (40) hours as the result of this vacation buy-out.

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

New Year's Day
Martin Luther King Day
President's Day

Memorial Day
Fourth of July
Labor Day
Veteran's Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas
One (1) floating holiday

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

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

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

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

22.11 Holiday Leave. When Holiday Leave is taken, the employee will be paid at the standard ten (10) hours per day, regardless of the assignment of a ten (10), or twelve (12) hour scheduled workday. When Holiday Leave is taken, anyone working less than a ten (10) hour work day schedule shall receive leave time as compensation for the difference between their regular work day on the holiday and ten (10) hours. An employee may utilize any accrued leave bank except sick leave to supplement the twelve (12) hour scheduled day.

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

22.13 Promotional Pay Out of Leave. Prior to implementation of a promotion to a different bargaining unit, the City shall be entitled to cash out at the employee's current pay rate all vacation, holiday and comp time leave banks in excess of one hundred sixty (160) hours collectively.

ARTICLE 23 - MEDICAL AND DENTAL INSURANCE

23.1 City Contributions to a Cafeteria Plan. Effective July 1, 2016, increase monthly cafeteria plan by $50 per month; this will not constitute changes to existing medical and dental plans until the next open enrollment period. The cafeteria increase, as an option, can be paid as a $600.00 one-time check payable in the first full pay period after adoption of the MOU for employees hired prior to adoption of this MOU by City Council. Employees hired after July 1, 2016 will receive a pro-rata share or monthly distribution. Thereafter, effective July 1, 2017, the cafeteria plan contribution will be increased to $1,250 per month to each Unit member for the cafeteria benefits plan detailed in this section, subject to change during negotiations for the MOU effective July 1, 2017.

(a) Said contribution shall first be used to provide for Health Insurance for employee. Employee shall be covered by Health Insurance with a City approved Health Plan unless the employee provides proof to the City that employee is covered by another acceptable health plan as determined by the Human Resources Department.

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

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

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

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

iv. Deferred compensation program.

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

vi. Supplemental insurance options

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

23.3 I.R.S. 125 Plan. During the term of this MOU, the City shall maintain an Internal Revenue Section (IRS) 125 program which will allow employees to allocate specified amounts of monthly pre-tax salary or wages for the reimbursement of medical care expenses or dependent care expenses or both as defined by the IRS.

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

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

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

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

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

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

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

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

ARTICLE 24 - RETIREMENT AND MEDICARE

24.1 California Public Employees Retirement System (CalPERS) Formulas.

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

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

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

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

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

ARTICLE 25 - MISCELLANEOUS BENEFITS

25.1 Disability Insurance.

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

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

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

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

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

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

25.7 Tool Reimbursement (Equipment Mechanic). Employees in the position of Equipment Mechanic shall be entitled to a reimbursement of up to $1,500 per year upon

proof of purchase of tools for use in the performance of their duties. Such purchase shall have been previously approved by the supervisor.

ARTICLE 26 - IBEW RETIREE MEDICAL FUND

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

ARTICLE 27 - LAYOFFS AND RE-EMPLOYMENT

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

27.2 Reasons For Lay Off. The City retains the right to determine when a lack of work or lack of funds condition exists. Lack of work means, that a category of work effort within the City can be fulfilled with fewer employees at an acceptable level of service. Lack of funds, means that the City cannot sustain operations at the current level of employment within the funding available.

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

27.4 Order Of Lay Off. The classifications of employees to be affected by any lay off shall be as determined by the City in its sole discretion. The order of lay off shall be based upon continuous seniority within the affected classification, except as provided in Section 27.4(a). With respect to the classifications which have been retitled by the City, "continuous seniority within the affected classification" shall not be limited to time in the newly titled classification but shall mean all current continuous time in full-time permanent employment with the City in whatever classification.

(a) Critical Position Function. There are various job functions set forth in the position description for each classification. Certain of these functions may be determined by the City Manager to be vital to the ongoing operations of the City. By way of further definition, a function is "critical" if the City Manager, in the exercise of his/her sole discretion, determines that the City cannot best provide necessary services with the reduced work force without employees capable of performing the "critical" function. A senior employee may be selected for lay off over a more junior employee if the junior employee has demonstrated the ability to perform these critical

position functions and the more senior employee has not. No person shall be deprived of the opportunity to develop his/her skills in a critical position function.

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

27.5 Reduction Of Class.

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

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

(b) Seniority for purposes of layoff shall be determined by the total continuous time served by an employee in his/her current position in addition to any time served by the employee in a position in the same job series with a pay range equal to or higher than the employee's current position. If an employee leaves the service of the City for any period of time the employee's prior service shall not be considered as service for the purpose of calculating the employee's seniority for any purpose.

(c) Alternatively, and exclusive of an election under the .previous paragraph 27.5(a), an employee may choose to be reduced in classification and compensation to an existing position in a class series, if the employee has greater continuous length of service with the City than the incumbent in the lower classification in the class series. Class series is defined as a vertical succession of positions that encompass the same general set of job duties that increase in complexity and responsibility as one moves upward through the class series.

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

(e) Anything contained herein to the contrary notwithstanding, any employee may choose to be reduced in an entry level position if the employee meets the

minimum qualifications for the position and has more seniority with the City than an incumbent in the position. For purposes of this subsection an "entry level position" is a position requiring no prior experience.

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

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

ARTICLE 28 - GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

28.7 Step Four. Within fourteen (14) calendar days after the parties receive the arbitrator's recommendation the opinion of the arbitrator will be final on matters relating to the interpretation or administration of this MOU. Arbitration on discipline is advisory only. If the decision relates to discipline, within fourteen (14) calendar days after the parties receive the arbitrator's recommendation on disciplinary matters, the City Manager shall advise IBEW and/or the employee and the Department Head whether the City Manager is accepting, rejecting, or modifying the recommended decision. The decision of the City Manager shall be the final decision of the City.

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

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

ARTICLE 29 - SEVERABILITY CLAUSE

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

ARTICLE 30 - COMPLETE AGREEMENT

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

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

ARTICLE 31 - POSTING JOB VACANCIES

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

ARTICLE 32 - RE-OPENERS

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

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

(a) The parties agree to reopen to discuss the salary survey results for the new MOU for FY 2017-2018.

ARTICLE 33 RATIFICATION AND EXECUTION.

This MOU has been developed as a result of meet and confer sessions between authorized representatives of the City and IBEW regarding issues related to wages, hours and other terms and conditions of employment. The City's representatives and IBEW have reached an understanding as to certain recommendations to be made to the City Council for the City of Banning and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and benefit resolution which will provide for the changes contained in said joint recommendation. IBEW also represents that its members have ratified this MOU. Accordingly, the parties hereto acknowledge that this MOU shall not be in full force and effect until adoption by the Banning City Council. In witness whereof, the parties have caused their signatures to be affixed this 22 day of December, 2016.

For: The City of Banning

Michael Rock
City Manager

Rochelle Clayton,
Deputy City Manager

Rita Chapparosa,
Human Resources & Risk Manager

For: IBEW Local 47

Pat Lavin
Business Manager

John Baca
Assistant Business Manager

Patrick Stephens
Employee Representative

Robert Medina
Employee Representative

Sandra Castaneda
Employee Representative

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
27	Hourly	10.2814	10.5436	10.8126	11.0884	11.3712	11.6612	11.9586	12.2637	12.5764	12.8972	13.2262	13.5635	13.9095
	Biweekly	822.51	843.49	865.01	887.07	909.69	932.90	956.69	981.09	1,006.12	1,031.78	1,058.09	1,085.08	1,112.76
	Annual	21,385.32	21,930.77	22,490.14	23,063.77	23,652.04	24,255.31	24,873.96	25,508.40	26,159.02	26,826.23	27,510.46	28,212.14	28,931.72
28	Hourly	10.5384	10.8072	11.0828	11.3655	11.6554	11.9527	12.2575	12.5702	12.8908	13.2196	13.5567	13.9025	14.2571
	Biweekly	843.07	864.57	886.62	909.24	932.43	956.21	980.60	1,005.61	1,031.26	1,057.57	1,084.54	1,112.20	1,140.57
	Annual	21,919.80	22,478.89	23,052.23	23,640.20	24,243.17	24,861.52	25,495.63	26,145.93	26,812.80	27,496.69	28,198.02	28,917.24	29,654.80
29	Hourly	10.8017	11.0772	11.3597	11.6495	11.9466	12.2513	12.5638	12.8843	13.2129	13.5499	13.8955	14.2499	14.6134
	Biweekly	864.14	886.18	908.78	931.96	955.73	980.11	1,005.10	1,030.74	1,057.03	1,083.99	1,111.64	1,139.99	1,169.07
	Annual	22,467.54	23,040.60	23,628.27	24,230.93	24,848.97	25,482.77	26,132.73	26,799.27	27,482.81	28,183.79	28,902.64	29,639.84	30,395.83
30	Hourly	11.0716	11.3540	11.6436	11.9406	12.2452	12.5575	12.8778	13.2062	13.5431	13.8885	14.2427	14.6060	14.9786
	Biweekly	885.73	908.32	931.49	955.25	979.61	1,004.60	1,030.22	1,056.50	1,083.45	1,111.08	1,139.42	1,168.48	1,198.29
	Annual	23,029.00	23,616.38	24,218.74	24,836.46	25,469.94	26,119.58	26,785.78	27,468.98	28,169.60	28,888.10	29,624.92	30,380.53	31,155.42
31	Hourly	11.3486	11.6380	11.9349	12.2393	12.5514	12.8716	13.1999	13.5366	13.8818	14.2359	14.5990	14.9713	15.3532
	Biweekly	907.88	931.04	954.79	979.14	1,004.12	1,029.73	1,055.99	1,082.92	1,110.55	1,138.87	1,167.92	1,197.71	1,228.26
	Annual	23,605.00	24,207.07	24,824.49	25,457.67	26,106.99	26,772.88	27,455.75	28,156.03	28,874.18	29,610.64	30,365.89	31,140.41	31,934.67
32	Hourly	11.6324	11.9291	12.2334	12.5454	12.8654	13.1935	13.5300	13.8751	14.2290	14.5920	14.9641	15.3458	15.7372
	Biweekly	930.59	954.33	978.67	1,003.63	1,029.23	1,055.48	1,082.40	1,110.01	1,138.32	1,167.36	1,197.13	1,227.67	1,258.98
	Annual	24,195.42	24,812.55	25,445.42	26,094.43	26,759.99	27,442.53	28,142.48	28,860.28	29,596.39	30,351.28	31,125.42	31,919.31	32,733.44
33	Hourly	11.9232	12.2273	12.5392	12.8590	13.1870	13.5233	13.8683	14.2220	14.5847	14.9567	15.3382	15.7294	16.1306
	Biweekly	953.86	978.19	1,003.14	1,028.72	1,054.96	1,081.87	1,109.46	1,137.76	1,166.78	1,196.54	1,227.06	1,258.36	1,290.45
	Annual	24,800.28	25,432.84	26,081.53	26,746.76	27,428.96	28,128.57	28,846.01	29,581.76	30,336.27	31,110.03	31,903.52	32,717.25	33,551.74
34	Hourly	12.2214	12.5331	12.8528	13.1806	13.5168	13.8615	14.2151	14.5776	14.9495	15.3308	15.7218	16.1228	16.5340
	Biweekly	977.71	1,002.65	1,028.22	1,054.45	1,081.34	1,108.92	1,137.21	1,166.21	1,195.96	1,226.46	1,257.74	1,289.82	1,322.72
	Annual	25,420.44	26,068.81	26,733.72	27,415.60	28,114.86	28,831.96	29,567.34	30,321.49	31,094.87	31,887.97	32,701.31	33,535.39	34,390.74
35	Hourly	12.5269	12.8464	13.1740	13.5101	13.8547	14.2080	14.5704	14.9420	15.3232	15.7140	16.1148	16.5258	16.9473
	Biweekly	1,002.15	1,027.71	1,053.92	1,080.81	1,108.37	1,136.64	1,165.63	1,195.36	1,225.85	1,257.12	1,289.18	1,322.07	1,355.79
	Annual	26,055.90	26,720.48	27,402.01	28,100.93	28,817.67	29,552.70	30,306.47	31,079.46	31,872.18	32,685.11	33,518.77	34,373.70	35,250.44
36	Hourly	12.8402	13.1677	13.5036	13.8480	14.2012	14.5634	14.9349	15.3158	15.7065	16.1071	16.5179	16.9392	17.3713
	Biweekly	1,027.22	1,053.42	1,080.29	1,107.84	1,136.10	1,165.07	1,194.79	1,225.27	1,256.52	1,288.57	1,321.43	1,355.14	1,389.70
	Annual	26,707.68	27,388.89	28,087.47	28,803.87	29,538.54	30,291.95	31,064.57	31,856.91	32,669.45	33,502.72	34,357.24	35,233.55	36,132.22

Effective 07/01/2016

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
37	Hourly	13.1609	13.4966	13.8409	14.1939	14.5559	14.9272	15.3079	15.6984	16.0988	16.5094	16.9305	17.3623	17.8051
	Biweekly	1,052.88	1,079.73	1,107.27	1,135.51	1,164.47	1,194.18	1,224.63	1,255.87	1,287.90	1,320.75	1,354.44	1,388.98	1,424.41
	Annual	27,374.76	28,072.98	28,789.01	29,523.30	30,276.32	31,048.55	31,840.48	32,652.60	33,485.44	34,339.52	35,215.38	36,113.58	37,034.70
38	Hourly	13.4900	13.8341	14.1869	14.5488	14.9199	15.3004	15.6906	16.0909	16.5013	16.9221	17.3538	17.7964	18.2503
	Biweekly	1,079.20	1,106.73	1,134.95	1,163.90	1,193.59	1,224.03	1,255.25	1,287.27	1,320.10	1,353.77	1,388.30	1,423.71	1,460.02
	Annual	28,059.18	28,774.86	29,508.79	30,261.44	31,033.29	31,824.82	32,636.55	33,468.98	34,322.63	35,198.07	36,095.83	37,016.49	37,960.63
39	Hourly	13.8274	14.1801	14.5418	14.9127	15.2930	15.6831	16.0831	16.4933	16.9140	17.3454	17.7878	18.2415	18.7068
	Biweekly	1,106.19	1,134.41	1,163.34	1,193.01	1,223.44	1,254.65	1,286.65	1,319.47	1,353.12	1,387.63	1,423.03	1,459.32	1,496.54
	Annual	28,761.04	29,494.62	30,246.91	31,018.39	31,809.54	32,620.88	33,452.90	34,306.15	35,181.17	36,078.50	36,998.72	37,942.40	38,910.16
40	Hourly	14.1731	14.5346	14.9053	15.2855	15.6754	16.0752	16.4852	16.9057	17.3369	17.7791	18.2325	18.6976	19.1745
	Biweekly	1,133.85	1,162.77	1,192.43	1,222.84	1,254.03	1,286.01	1,318.82	1,352.45	1,386.95	1,422.32	1,458.60	1,495.81	1,533.96
	Annual	29,480.04	30,231.96	31,003.05	31,793.82	32,604.75	33,436.37	34,289.20	35,163.78	36,060.66	36,980.43	37,923.65	38,890.93	39,882.88
41	Hourly	14.5272	14.8977	15.2777	15.6673	16.0669	16.4768	16.8970	17.3280	17.7699	18.2232	18.6880	19.1646	19.6535
	Biweekly	1,162.17	1,191.81	1,222.21	1,253.39	1,285.36	1,318.14	1,351.76	1,386.24	1,421.60	1,457.86	1,495.04	1,533.17	1,572.28
	Annual	30,216.48	30,987.18	31,777.54	32,588.06	33,419.25	34,271.64	35,145.77	36,042.20	36,961.49	37,904.23	38,871.02	39,862.46	40,879.20
42	Hourly	14.8905	15.2703	15.6598	16.0592	16.4688	16.8889	17.3197	17.7614	18.2144	18.6790	19.1554	19.6440	20.1451
	Biweekly	1,191.24	1,221.63	1,252.78	1,284.74	1,317.51	1,351.11	1,385.57	1,420.91	1,457.16	1,494.32	1,532.44	1,571.52	1,611.60
	Annual	30,972.30	31,762.28	32,572.41	33,403.20	34,255.18	35,128.89	36,024.89	36,943.74	37,886.03	38,852.35	39,843.32	40,859.56	41,901.73
43	Hourly	15.2613	15.6505	16.0497	16.4591	16.8789	17.3094	17.7509	18.2036	18.6679	19.1441	19.6324	20.1331	20.6466
	Biweekly	1,220.90	1,252.04	1,283.98	1,316.72	1,350.31	1,384.75	1,420.07	1,456.29	1,493.43	1,531.53	1,570.59	1,610.65	1,651.73
	Annual	31,743.42	32,553.07	33,383.37	34,234.84	35,108.04	36,003.50	36,921.81	37,863.53	38,829.28	39,819.66	40,835.30	41,876.85	42,944.96
44	Hourly	15.6443	16.0433	16.4525	16.8721	17.3024	17.7438	18.1963	18.6605	19.1364	19.6245	20.1250	20.6384	21.1648
	Biweekly	1,251.54	1,283.46	1,316.20	1,349.77	1,384.20	1,419.50	1,455.71	1,492.84	1,530.91	1,569.96	1,610.00	1,651.07	1,693.18
	Annual	32,540.04	33,370.01	34,221.14	35,093.99	35,989.09	36,907.03	37,848.38	38,813.74	39,803.73	40,818.96	41,860.09	42,927.77	44,022.69
45	Hourly	16.0356	16.4446	16.8640	17.2941	17.7353	18.1876	18.6515	19.1272	19.6151	20.1154	20.6285	21.1546	21.6942
	Biweekly	1,282.85	1,315.57	1,349.12	1,383.53	1,418.82	1,455.01	1,492.12	1,530.18	1,569.21	1,609.23	1,650.28	1,692.37	1,735.53
	Annual	33,354.00	34,204.73	35,077.15	35,971.83	36,889.33	37,830.23	38,795.13	39,784.63	40,799.38	41,840.01	42,907.18	44,001.57	45,123.88
46	Hourly	16.4362	16.8554	17.2854	17.7262	18.1784	18.6420	19.1175	19.6051	20.1052	20.6180	21.1438	21.6831	22.2362
	Biweekly	1,314.90	1,348.44	1,382.83	1,418.10	1,454.27	1,491.36	1,529.40	1,568.41	1,608.41	1,649.44	1,691.51	1,734.65	1,778.90
	Annual	34,187.34	35,059.32	35,953.55	36,870.58	37,811.00	38,775.40	39,764.41	40,778.64	41,818.74	42,885.37	43,979.20	45,100.94	46,251.28
47	Hourly	16.8472	17.2769	17.7175	18.1694	18.6329	19.1081	19.5955	20.0953	20.6078	21.1335	21.6725	22.2253	22.7921
	Biweekly	1,347.77	1,382.15	1,417.40	1,453.55	1,490.63	1,528.65	1,567.64	1,607.62	1,648.63	1,690.68	1,733.80	1,778.02	1,823.37
	Annual	35,042.10	35,935.88	36,852.46	37,792.42	38,756.36	39,744.88	40,758.61	41,798.20	42,864.30	43,957.60	45,078.78	46,228.56	47,407.67

Effective 07/01/2016

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
48	Hourly	17.2684	17.7089	18.1605	18.6237	19.0988	19.5859	20.0854	20.5977	21.1231	21.6619	22.2144	22.7810	23.3620
	Biweekly	1,381.47	1,416.71	1,452.84	1,489.90	1,527.90	1,566.87	1,606.84	1,647.82	1,689.85	1,732.95	1,777.15	1,822.48	1,868.96
	Annual	35,918.28	36,834.41	37,773.91	38,737.37	39,725.41	40,738.64	41,777.72	42,843.31	43,936.07	45,056.70	46,205.92	47,384.44	48,593.03
49	Hourly	17.7004	18.1519	18.6149	19.0897	19.5766	20.0759	20.5880	21.1131	21.6516	22.2038	22.7702	23.3509	23.9465
	Biweekly	1,416.03	1,452.15	1,489.19	1,527.17	1,566.13	1,606.07	1,647.04	1,689.05	1,732.13	1,776.31	1,821.61	1,868.07	1,915.72
	Annual	36,816.90	37,755.95	38,718.96	39,706.52	40,719.28	41,757.86	42,822.94	43,915.18	45,035.28	46,183.95	47,361.92	48,569.93	49,808.75
50	Hourly	18.1428	18.6055	19.0801	19.5667	20.0658	20.5776	21.1024	21.6407	22.1926	22.7587	23.3392	23.9345	24.5449
	Biweekly	1,451.42	1,488.44	1,526.40	1,565.34	1,605.26	1,646.21	1,688.19	1,731.25	1,775.41	1,820.69	1,867.13	1,914.76	1,963.59
	Annual	37,736.94	38,699.46	39,686.53	40,698.77	41,736.83	42,801.37	43,893.07	45,012.60	46,160.69	47,338.07	48,545.47	49,783.67	51,053.46
51	Hourly	18.5964	19.0707	19.5571	20.0559	20.5675	21.0921	21.6300	22.1817	22.7475	23.3277	23.9227	24.5329	25.1586
	Biweekly	1,487.71	1,525.65	1,564.57	1,604.47	1,645.40	1,687.37	1,730.40	1,774.54	1,819.80	1,866.22	1,913.82	1,962.63	2,012.69
	Annual	38,680.44	39,667.02	40,678.77	41,716.32	42,780.34	43,871.49	44,990.48	46,138.01	47,314.80	48,521.62	49,759.21	51,028.37	52,329.90
52	Hourly	19.0613	19.5474	20.0460	20.5573	21.0816	21.6193	22.1708	22.7362	23.3162	23.9109	24.5207	25.1462	25.7875
	Biweekly	1,524.90	1,563.79	1,603.68	1,644.58	1,686.53	1,729.55	1,773.66	1,818.90	1,865.29	1,912.87	1,961.66	2,011.69	2,063.00
	Annual	39,647.40	40,658.65	41,695.69	42,759.18	43,849.79	44,968.22	46,115.18	47,291.40	48,497.61	49,734.59	51,003.12	52,304.01	53,638.07
53	Hourly	19.5379	20.0362	20.5473	21.0714	21.6088	22.1600	22.7252	23.3048	23.8992	24.5088	25.1339	25.7750	26.4324
	Biweekly	1,563.03	1,602.90	1,643.78	1,685.71	1,728.70	1,772.80	1,818.01	1,864.38	1,911.94	1,960.70	2,010.71	2,062.00	2,114.59
	Annual	40,638.84	41,675.37	42,738.35	43,828.43	44,946.32	46,092.72	47,268.36	48,473.99	49,710.36	50,978.28	52,278.53	53,611.95	54,979.37
54	Hourly	20.0264	20.5372	21.0610	21.5982	22.1490	22.7140	23.2933	23.8874	24.4967	25.1215	25.7623	26.4194	27.0932
	Biweekly	1,602.11	1,642.97	1,684.88	1,727.85	1,771.92	1,817.12	1,863.47	1,911.00	1,959.74	2,009.72	2,060.98	2,113.55	2,167.46
	Annual	41,654.85	42,717.30	43,806.85	44,924.18	46,070.02	47,245.08	48,450.11	49,685.88	50,953.17	52,252.78	53,585.54	54,952.30	56,353.91
55	Hourly	20.5270	21.0506	21.5875	22.1381	22.7028	23.2818	23.8756	24.4846	25.1091	25.7495	26.4063	27.0798	27.7705
	Biweekly	1,642.16	1,684.05	1,727.00	1,771.05	1,816.22	1,862.54	1,910.05	1,958.77	2,008.73	2,059.96	2,112.50	2,166.39	2,221.64
	Annual	42,696.18	43,785.19	44,901.97	46,047.24	47,221.72	48,426.16	49,661.32	50,927.98	52,226.95	53,559.05	54,925.13	56,326.05	57,762.70
56	Hourly	21.0400	21.5766	22.1269	22.6913	23.2701	23.8636	24.4723	25.0964	25.7366	26.3930	27.0662	27.7565	28.4645
	Biweekly	1,683.20	1,726.13	1,770.15	1,815.30	1,861.61	1,909.09	1,957.78	2,007.72	2,058.92	2,111.44	2,165.29	2,220.52	2,277.16
	Annual	43,763.10	44,879.32	46,024.01	47,197.90	48,401.73	49,636.27	50,902.29	52,200.60	53,532.03	54,897.42	56,297.63	57,733.56	59,206.11
57	Hourly	21.5661	22.1162	22.6803	23.2588	23.8520	24.4604	25.0843	25.7241	26.3802	27.0530	27.7431	28.4507	29.1763
	Biweekly	1,725.29	1,769.30	1,814.42	1,860.70	1,908.16	1,956.83	2,006.74	2,057.93	2,110.42	2,164.24	2,219.44	2,276.05	2,334.11
	Annual	44,857.56	46,001.70	47,175.02	48,378.26	49,612.20	50,877.61	52,175.29	53,506.07	54,870.80	56,270.33	57,705.57	59,177.40	60,686.78
58	Hourly	22.1051	22.6689	23.2471	23.8400	24.4481	25.0716	25.7111	26.3669	27.0394	27.7291	28.4364	29.1617	29.9054
	Biweekly	1,768.41	1,813.51	1,859.77	1,907.20	1,955.85	2,005.73	2,056.89	2,109.35	2,163.15	2,218.33	2,274.91	2,332.93	2,392.44
	Annual	45,978.54	47,151.27	48,353.91	49,587.22	50,852.00	52,149.03	53,479.14	54,843.18	56,242.01	57,676.52	59,147.61	60,656.23	62,203.33
59	Hourly	22.6577	23.2356	23.8283	24.4361	25.0593	25.6985	26.3539	27.0261	27.7155	28.4224	29.1473	29.8907	30.6531
	Biweekly	1,812.62	1,858.85	1,906.26	1,954.88	2,004.75	2,055.88	2,108.32	2,162.09	2,217.24	2,273.79	2,331.78	2,391.26	2,452.25
	Annual	47,128.08	48,330.13	49,562.84	50,826.99	52,123.38	53,452.84	54,816.21	56,214.35	57,648.15	59,118.53	60,626.40	62,172.74	63,758.52

Effective 07/01/2016

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
60	Hourly	23.2241	23.8165	24.4239	25.0469	25.6857	26.3409	27.0127	27.7017	28.4083	29.1329	29.8759	30.6379	31.4194
	Biweekly	1,857.93	1,905.32	1,953.92	2,003.75	2,054.86	2,107.27	2,161.02	2,216.14	2,272.66	2,330.63	2,390.07	2,451.04	2,513.55
	Annual	48,306.18	49,538.28	50,801.80	52,097.55	53,426.35	54,789.04	56,186.49	57,619.59	59,089.23	60,596.36	62,141.93	63,726.92	65,352.34
61	Hourly	23.8047	24.4119	25.0346	25.6731	26.3279	26.9994	27.6881	28.3943	29.1185	29.8612	30.6228	31.4039	32.2049
	Biweekly	1,904.38	1,952.95	2,002.76	2,053.85	2,106.23	2,159.95	2,215.05	2,271.54	2,329.48	2,388.90	2,449.83	2,512.31	2,576.39
	Annual	49,513.86	50,776.76	52,071.87	53,400.02	54,762.04	56,158.80	57,591.19	59,060.11	60,566.49	62,111.30	63,695.51	65,320.13	66,986.19
62	Hourly	24.4001	25.0224	25.6606	26.3151	26.9863	27.6746	28.3805	29.1044	29.8467	30.6080	31.3887	32.1893	33.0103
	Biweekly	1,952.01	2,001.79	2,052.85	2,105.21	2,158.91	2,213.97	2,270.44	2,328.35	2,387.74	2,448.64	2,511.09	2,575.14	2,640.82
	Annual	50,752.14	52,046.62	53,374.13	54,735.49	56,131.57	57,563.26	59,031.47	60,537.13	62,081.19	63,664.63	65,288.46	66,953.71	68,661.43
63	Hourly	25.0101	25.6480	26.3022	26.9731	27.6610	28.3666	29.0901	29.8320	30.5929	31.3732	32.1734	32.9941	33.8356
	Biweekly	2,000.81	2,051.84	2,104.18	2,157.84	2,212.88	2,269.32	2,327.21	2,386.56	2,447.43	2,509.86	2,573.88	2,639.52	2,706.85
	Annual	52,021.02	53,347.87	54,708.56	56,103.96	57,534.94	59,002.43	60,507.35	62,050.65	63,633.31	65,256.34	66,920.77	68,627.65	70,378.07
64	Hourly	25.6353	26.2892	26.9597	27.6474	28.3525	29.0757	29.8173	30.5778	31.3577	32.1576	32.9778	33.8189	34.6815
	Biweekly	2,050.83	2,103.14	2,156.78	2,211.79	2,268.20	2,326.06	2,385.38	2,446.23	2,508.62	2,572.60	2,638.22	2,705.51	2,774.52
	Annual	53,321.52	54,681.54	56,076.25	57,506.53	58,973.29	60,477.46	62,020.00	63,601.88	65,224.11	66,887.72	68,593.75	70,343.31	72,137.48
65	Hourly	26.2763	26.9465	27.6338	28.3386	29.0614	29.8027	30.5628	31.3423	32.1417	32.9616	33.8023	34.6644	35.5486
	Biweekly	2,102.10	2,155.72	2,210.70	2,267.09	2,324.91	2,384.21	2,445.02	2,507.39	2,571.34	2,636.92	2,704.18	2,773.15	2,843.89
	Annual	54,654.66	56,048.68	57,478.26	58,944.30	60,447.73	61,989.51	63,570.62	65,192.05	66,854.84	68,560.04	70,308.73	72,102.02	73,941.06
66	Hourly	26.9329	27.6199	28.3243	29.0468	29.7876	30.5474	31.3265	32.1256	32.9449	33.7852	34.6470	35.5307	36.4369
	Biweekly	2,154.63	2,209.59	2,265.95	2,323.74	2,383.01	2,443.79	2,506.12	2,570.04	2,635.60	2,702.82	2,771.76	2,842.45	2,914.95
	Annual	56,020.44	57,449.30	58,914.60	60,417.27	61,958.28	63,538.59	65,159.20	66,821.15	68,525.49	70,273.30	72,065.69	73,903.80	75,788.79
67	Hourly	27.6062	28.3103	29.0324	29.7729	30.5323	31.3111	32.1097	32.9287	33.7685	34.6298	35.5131	36.4189	37.3478
	Biweekly	2,208.50	2,264.83	2,322.59	2,381.83	2,442.58	2,504.88	2,568.77	2,634.29	2,701.48	2,770.39	2,841.05	2,913.51	2,987.82
	Annual	57,420.90	58,885.48	60,387.41	61,927.65	63,507.18	65,126.99	66,788.12	68,491.62	70,238.57	72,030.07	73,867.27	75,751.33	77,683.44
68	Hourly	28.2962	29.0179	29.7580	30.5170	31.2954	32.0936	32.9122	33.7517	34.6125	35.4954	36.4007	37.3291	38.2813
	Biweekly	2,263.69	2,321.43	2,380.64	2,441.36	2,503.63	2,567.49	2,632.98	2,700.13	2,769.00	2,839.63	2,912.06	2,986.33	3,062.50
	Annual	58,856.04	60,357.22	61,896.69	63,475.43	65,094.43	66,754.73	68,457.38	70,203.45	71,994.06	73,830.34	75,713.46	77,644.61	79,625.01
69	Hourly	29.0038	29.7436	30.5022	31.2802	32.0780	32.8962	33.7353	34.5957	35.4781	36.3830	37.3110	38.2627	39.2386
	Biweekly	2,320.30	2,379.49	2,440.18	2,502.42	2,566.24	2,631.70	2,698.82	2,767.66	2,838.25	2,910.64	2,984.88	3,061.01	3,139.09
	Annual	60,327.90	61,866.62	63,444.59	65,062.81	66,722.30	68,424.12	70,169.35	71,959.09	73,794.48	75,676.68	77,606.89	79,586.33	81,616.26
70	Hourly	29.7291	30.4873	31.2650	32.0624	32.8802	33.7188	34.5789	35.4608	36.3653	37.2928	38.2440	39.2195	40.2198
	Biweekly	2,378.33	2,438.99	2,501.20	2,564.99	2,630.41	2,697.51	2,766.31	2,836.87	2,909.22	2,983.43	3,059.52	3,137.56	3,217.58
	Annual	61,836.48	63,413.68	65,031.11	66,689.79	68,390.78	70,135.16	71,924.03	73,758.52	75,639.81	77,569.07	79,547.55	81,576.49	83,657.18

Effective 07/01/2016

Attachment "B"

City of Banning
Salary Schedule
2.5506% Between Steps

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
71	Hourly	30.4720	31.2492	32.0463	32.8636	33.7019	34.5615	35.4430	36.3470	37.2741	38.2248	39.1997	40.1996	41.2249
	Biweekly	2,437.76	2,499.94	2,563.70	2,629.09	2,696.15	2,764.92	2,835.44	2,907.76	2,981.93	3,057.98	3,135.98	3,215.97	3,297.99
	Annual	63,381.78	64,998.40	66,656.24	68,356.38	70,099.88	71,887.84	73,721.42	75,601.75	77,530.05	79,507.53	81,535.45	83,615.10	85,747.78
72	Hourly	31.2341	32.0307	32.8477	33.6855	34.5447	35.4258	36.3294	37.2560	38.2062	39.1807	40.1801	41.2049	42.2559
	Biweekly	2,498.73	2,562.46	2,627.82	2,694.84	2,763.58	2,834.06	2,906.35	2,980.48	3,056.50	3,134.46	3,214.40	3,296.39	3,380.47
	Annual	64,966.86	66,623.90	68,323.21	70,065.87	71,852.97	73,685.65	75,565.07	77,492.44	79,468.96	81,495.89	83,574.53	85,706.18	87,892.20
73	Hourly	32.0148	32.8313	33.6687	34.5275	35.4081	36.3113	37.2374	38.1872	39.1612	40.1600	41.1844	42.2348	43.3120
	Biweekly	2,561.18	2,626.51	2,693.50	2,762.20	2,832.65	2,904.90	2,978.99	3,054.98	3,132.90	3,212.80	3,294.75	3,378.78	3,464.96
	Annual	66,590.70	68,289.16	70,030.95	71,817.16	73,648.92	75,527.41	77,453.82	79,429.35	81,455.28	83,532.88	85,663.46	87,848.40	90,089.06
74	Hourly	32.8151	33.6520	34.5104	35.3906	36.2933	37.2190	38.1683	39.1418	40.1401	41.1640	42.2139	43.2906	44.3948
	Biweekly	2,625.21	2,692.16	2,760.83	2,831.25	2,903.46	2,977.52	3,053.46	3,131.34	3,211.21	3,293.12	3,377.11	3,463.25	3,551.58
	Annual	68,255.34	69,996.26	71,781.59	73,612.45	75,490.01	77,415.45	79,390.01	81,414.93	83,491.50	85,621.04	87,804.89	90,044.44	92,341.11
75	Hourly	33.6355	34.4934	35.3732	36.2754	37.2006	38.1495	39.1225	40.1204	41.1437	42.1931	43.2693	44.3729	45.5047
	Biweekly	2,690.84	2,759.47	2,829.85	2,902.03	2,976.05	3,051.96	3,129.80	3,209.63	3,291.50	3,375.45	3,461.54	3,549.83	3,640.37
	Annual	69,961.80	71,746.25	73,576.21	75,452.84	77,377.34	79,350.93	81,374.85	83,450.40	85,578.88	87,761.66	90,000.11	92,295.65	94,649.74
76	Hourly	34.4765	35.3558	36.2576	37.1824	38.1308	39.1034	40.1007	41.1235	42.1724	43.2481	44.3512	45.4824	46.6425
	Biweekly	2,758.12	2,828.47	2,900.61	2,974.59	3,050.46	3,128.27	3,208.06	3,289.88	3,373.79	3,459.85	3,548.09	3,638.59	3,731.40
	Annual	71,711.10	73,540.16	75,415.88	77,339.44	79,312.06	81,334.99	83,409.52	85,536.96	87,718.67	89,956.02	92,250.44	94,603.38	97,016.33
77	Hourly	35.3386	36.2399	37.1643	38.1122	39.0843	40.0812	41.1035	42.1518	43.2270	44.3295	45.4602	46.6197	47.8088
	Biweekly	2,827.09	2,899.19	2,973.14	3,048.97	3,126.74	3,206.49	3,288.28	3,372.15	3,458.16	3,546.36	3,636.82	3,729.58	3,824.70
	Annual	73,504.26	75,379.06	77,301.68	79,273.33	81,295.28	83,368.80	85,495.20	87,675.84	89,912.10	92,205.40	94,557.19	96,968.97	99,442.26
78	Hourly	36.2218	37.1456	38.0931	39.0647	40.0611	41.0829	42.1307	43.2053	44.3073	45.4374	46.5963	47.7848	49.0036
	Biweekly	2,897.74	2,971.65	3,047.45	3,125.17	3,204.89	3,286.63	3,370.46	3,456.42	3,544.58	3,634.99	3,727.71	3,822.79	3,920.29
	Annual	75,341.28	77,262.93	79,233.60	81,254.54	83,327.01	85,452.35	87,631.90	89,867.04	92,159.19	94,509.80	96,920.37	99,392.42	101,927.52
79	Hourly	37.1275	38.0745	39.0456	40.0415	41.0628	42.1102	43.1842	44.2857	45.4152	46.5736	47.7615	48.9797	50.2290
	Biweekly	2,970.20	3,045.96	3,123.65	3,203.32	3,285.02	3,368.81	3,454.74	3,542.85	3,633.22	3,725.89	3,820.92	3,918.38	4,018.32
	Annual	77,225.22	79,194.93	81,214.87	83,286.34	85,410.64	87,589.12	89,823.17	92,114.20	94,463.67	96,873.06	99,343.90	101,877.77	104,476.26
80	Hourly	38.0553	39.0260	40.0214	41.0421	42.0890	43.1625	44.2634	45.3924	46.5501	47.7374	48.9550	50.2037	51.4842
	Biweekly	3,044.43	3,122.08	3,201.71	3,283.37	3,367.12	3,453.00	3,541.07	3,631.39	3,724.01	3,819.00	3,916.40	4,016.29	4,118.73
	Annual	79,155.06	81,173.99	83,244.41	85,367.64	87,545.03	89,777.96	92,067.83	94,416.11	96,824.29	99,293.89	101,826.48	104,423.67	107,087.10
81	Hourly	39.0072	40.0021	41.0224	42.0687	43.1417	44.2421	45.3705	46.5277	47.7144	48.9315	50.1795	51.4594	52.7719
	Biweekly	3,120.57	3,200.17	3,281.79	3,365.49	3,451.33	3,539.36	3,629.64	3,722.22	3,817.16	3,914.52	4,014.36	4,116.75	4,221.75
	Annual	81,134.88	83,204.31	85,326.52	87,502.85	89,734.70	92,023.47	94,370.63	96,777.64	99,246.05	101,777.42	104,373.36	107,035.50	109,765.55
82	Hourly	39.9820	41.0018	42.0476	43.1201	44.2199	45.3478	46.5044	47.6906	48.9069	50.1544	51.4336	52.7455	54.0908
	Biweekly	3,198.56	3,280.15	3,363.81	3,449.61	3,537.59	3,627.82	3,720.35	3,815.24	3,912.56	4,012.35	4,114.69	4,219.64	4,327.26
	Annual	83,162.64	85,283.79	87,459.03	89,689.76	91,977.39	94,323.37	96,729.18	99,196.35	101,726.46	104,321.09	106,981.90	109,710.58	112,508.86

Effective 07/01/2016

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
83	Hourly	40.9814	42.0267	43.0986	44.1979	45.3252	46.4813	47.6669	48.8826	50.1294	51.4080	52.7193	54.0639	55.4429
	Biweekly	3,278.52	3,362.14	3,447.89	3,535.83	3,626.02	3,718.50	3,813.35	3,910.61	4,010.36	4,112.64	4,217.54	4,325.11	4,435.43
	Annual	85,241.40	87,415.57	89,645.19	91,931.68	94,276.49	96,681.10	99,147.05	101,675.90	104,269.24	106,928.73	109,656.06	112,452.95	115,321.17
84	Hourly	42.0063	43.0778	44.1765	45.3033	46.4588	47.6437	48.8590	50.1051	51.3831	52.6937	54.0377	55.4160	56.8294
	Biweekly	3,360.51	3,446.22	3,534.12	3,624.26	3,716.70	3,811.50	3,908.72	4,008.41	4,110.65	4,215.50	4,323.02	4,433.28	4,546.36
	Annual	87,373.20	89,601.74	91,887.12	94,230.80	96,634.25	99,099.00	101,626.62	104,218.71	106,876.91	109,602.91	112,398.44	115,265.28	118,205.23
85	Hourly	43.0563	44.1545	45.2807	46.4356	47.6200	48.8346	50.0801	51.3575	52.6674	54.0107	55.3883	56.8011	58.2498
	Biweekly	3,444.50	3,532.36	3,622.45	3,714.85	3,809.60	3,906.77	4,006.41	4,108.60	4,213.39	4,320.86	4,431.07	4,544.09	4,659.99
	Annual	89,557.02	91,841.26	94,183.76	96,586.02	99,049.54	101,575.90	104,166.69	106,823.57	109,548.21	112,342.35	115,207.75	118,146.24	121,159.68
86	Hourly	44.1327	45.2583	46.4127	47.5965	48.8105	50.0554	51.3321	52.6414	53.9841	55.3610	56.7730	58.2211	59.7061
	Biweekly	3,530.61	3,620.66	3,713.01	3,807.72	3,904.84	4,004.43	4,106.57	4,211.31	4,318.73	4,428.88	4,541.84	4,657.69	4,776.49
	Annual	91,795.92	94,137.27	96,538.33	99,000.64	101,525.75	104,115.26	106,770.83	109,494.13	112,286.88	115,150.87	118,087.91	121,099.86	124,188.63
87	Hourly	45.2360	46.3898	47.5730	48.7864	50.0308	51.3069	52.6155	53.9575	55.3337	56.7451	58.1924	59.6767	61.1988
	Biweekly	3,618.88	3,711.18	3,805.84	3,902.91	4,002.46	4,104.55	4,209.24	4,316.60	4,426.70	4,539.61	4,655.39	4,774.13	4,895.90
	Annual	94,090.92	96,490.80	98,951.90	101,475.76	104,064.01	106,718.26	109,440.22	112,231.60	115,094.18	118,029.77	121,040.24	124,127.49	127,293.49
88	Hourly	46.3668	47.5495	48.7623	50.0060	51.2815	52.5894	53.9308	55.3063	56.7170	58.1636	59.6471	61.1685	62.7287
	Biweekly	3,709.35	3,803.96	3,900.98	4,000.48	4,102.52	4,207.16	4,314.46	4,424.51	4,537.36	4,653.09	4,771.77	4,893.48	5,018.29
	Annual	96,443.04	98,902.92	101,425.53	104,012.49	106,665.44	109,386.04	112,176.05	115,037.21	117,971.35	120,980.32	124,066.05	127,230.48	130,475.62
89	Hourly	47.5261	48.7383	49.9814	51.2563	52.5636	53.9043	55.2792	56.6891	58.1350	59.6178	61.1384	62.6978	64.2970
	Biweekly	3,802.09	3,899.07	3,998.51	4,100.50	4,205.09	4,312.34	4,422.33	4,535.13	4,650.80	4,769.43	4,891.08	5,015.83	5,143.76
	Annual	98,854.32	101,375.70	103,961.39	106,613.03	109,332.30	112,120.93	114,980.68	117,913.38	120,920.88	124,005.09	127,167.96	130,411.51	133,737.78
90	Hourly	48.7143	49.9568	51.2310	52.5377	53.8777	55.2520	56.6612	58.1064	59.5885	61.1083	62.6670	64.2654	65.9045
	Biweekly	3,897.15	3,996.55	4,098.48	4,203.02	4,310.22	4,420.16	4,532.90	4,648.51	4,767.08	4,888.67	5,013.36	5,141.23	5,272.36
	Annual	101,325.78	103,910.20	106,560.53	109,278.46	112,065.72	114,924.07	117,855.32	120,861.34	123,944.03	127,105.34	130,347.29	133,671.93	137,081.37
91	Hourly	49.9319	51.2055	52.5116	53.8509	55.2244	56.6330	58.0775	59.5588	61.0779	62.6358	64.2333	65.8717	67.5518
	Biweekly	3,994.56	4,096.44	4,200.92	4,308.07	4,417.95	4,530.64	4,646.20	4,764.70	4,886.23	5,010.86	5,138.67	5,269.73	5,404.14
	Annual	103,858.44	106,507.45	109,224.03	112,009.90	114,866.83	117,796.62	120,801.14	123,882.29	127,042.03	130,282.37	133,605.35	137,013.09	140,507.74
92	Hourly	51.1805	52.4859	53.8246	55.1974	56.6053	58.0491	59.5297	61.0480	62.6051	64.2019	65.8395	67.5188	69.2409
	Biweekly	4,094.44	4,198.87	4,305.97	4,415.79	4,528.42	4,643.93	4,762.37	4,883.84	5,008.41	5,136.15	5,267.16	5,401.50	5,539.27
	Annual	106,455.36	109,170.61	111,955.12	114,810.64	117,739.00	120,742.05	123,821.70	126,979.90	130,218.65	133,540.00	136,946.08	140,439.02	144,021.06
93	Hourly	52.4599	53.7979	55.1701	56.5773	58.0203	59.5002	61.0178	62.5741	64.1701	65.8068	67.4853	69.2066	70.9718
	Biweekly	4,196.79	4,303.83	4,413.61	4,526.18	4,641.63	4,760.01	4,881.42	5,005.93	5,133.61	5,264.55	5,398.83	5,536.53	5,677.74
	Annual	109,116.54	111,899.67	114,753.78	117,680.69	120,682.25	123,760.37	126,917.01	130,154.15	133,473.86	136,878.25	140,369.46	143,949.73	147,621.31

Effective 07/01/2016

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
94	Hourly	53.7717	55.1432	56.5496	57.9920	59.4711	60.9880	62.5436	64.1388	65.7747	67.4524	69.1728	70.9371	72.7465
	Biweekly	4,301.73	4,411.45	4,523.97	4,639.36	4,757.69	4,879.04	5,003.49	5,131.10	5,261.98	5,396.19	5,533.83	5,674.97	5,819.72
	Annual	111,845.04	114,697.76	117,623.24	120,623.34	123,699.96	126,855.05	130,090.61	133,408.71	136,811.43	140,300.94	143,879.46	147,549.24	151,312.64
95	Hourly	55.1158	56.5216	57.9632	59.4416	60.9577	62.5125	64.1070	65.7421	67.4189	69.1385	70.9019	72.7104	74.5649
	Biweekly	4,409.26	4,521.73	4,637.06	4,755.33	4,876.62	5,001.00	5,128.56	5,259.37	5,393.51	5,531.08	5,672.16	5,816.83	5,965.19
	Annual	114,640.86	117,564.89	120,563.50	123,638.59	126,792.12	130,026.08	133,342.52	136,743.56	140,231.34	143,808.08	147,476.05	151,237.57	155,095.04
96	Hourly	56.4938	57.9347	59.4124	60.9278	62.4818	64.0754	65.7098	67.3857	69.1045	70.8671	72.6746	74.5282	76.4292
	Biweekly	4,519.50	4,634.78	4,752.99	4,874.22	4,998.54	5,126.04	5,256.78	5,390.86	5,528.36	5,669.37	5,813.97	5,962.26	6,114.33
	Annual	117,507.06	120,504.20	123,577.78	126,729.75	129,962.12	133,276.93	136,676.29	140,162.36	143,737.34	147,403.51	151,163.18	155,018.75	158,972.66
97	Hourly	57.9061	59.3830	60.8977	62.4509	64.0438	65.6773	67.3525	69.0703	70.8321	72.6387	74.4914	76.3914	78.3398
	Biweekly	4,632.49	4,750.64	4,871.81	4,996.07	5,123.50	5,254.18	5,388.20	5,525.63	5,666.56	5,811.10	5,959.31	6,111.31	6,267.19
	Annual	120,444.66	123,516.72	126,667.14	129,897.91	133,211.09	136,608.77	140,093.11	143,666.33	147,330.68	151,088.50	154,942.16	158,894.11	162,946.87
98	Hourly	59.3537	60.8676	62.4201	64.0122	65.6448	67.3192	69.0362	70.7971	72.6028	74.4546	76.3537	78.3011	80.2983
	Biweekly	4,748.30	4,869.41	4,993.61	5,120.97	5,251.59	5,385.53	5,522.90	5,663.77	5,808.23	5,956.37	6,108.29	6,264.09	6,423.86
	Annual	123,455.70	126,604.56	129,833.74	133,145.28	136,541.28	140,023.90	143,595.35	147,257.89	151,013.85	154,865.61	158,815.62	162,866.37	167,020.44
99	Hourly	60.8376	62.3893	63.9806	65.6125	67.2860	69.0022	70.7622	72.5671	74.4180	76.3161	78.2626	80.2587	82.3058
	Biweekly	4,867.01	4,991.15	5,118.45	5,249.00	5,382.88	5,520.18	5,660.98	5,805.37	5,953.44	6,105.29	6,261.01	6,420.70	6,584.47
	Annual	126,542.22	129,769.81	133,079.71	136,474.05	139,954.95	143,524.64	147,185.38	150,939.49	154,789.36	158,737.41	162,786.17	166,938.19	171,196.12
100	Hourly	62.3583	63.9488	65.5799	67.2526	68.9679	70.7270	72.5310	74.3809	76.2781	78.2236	80.2188	82.2649	84.3631
	Biweekly	4,988.66	5,115.90	5,246.39	5,380.20	5,517.43	5,658.16	5,802.48	5,950.47	6,102.25	6,257.89	6,417.51	6,581.19	6,749.05
	Annual	129,705.24	133,013.50	136,406.14	139,885.32	143,453.23	147,112.15	150,864.40	154,712.34	158,658.44	162,705.18	166,855.14	171,110.94	175,475.30
101	Hourly	63.9172	65.5475	67.2193	68.9338	70.6921	72.4951	74.3442	76.2404	78.1850	80.1792	82.2243	84.3215	86.4722
	Biweekly	5,113.38	5,243.80	5,377.55	5,514.71	5,655.37	5,799.61	5,947.54	6,099.23	6,254.80	6,414.34	6,577.94	6,745.72	6,917.77
	Annual	132,947.82	136,338.79	139,816.24	143,382.40	147,039.51	150,789.90	154,635.95	158,580.09	162,624.83	166,772.74	171,026.45	175,388.65	179,862.11
102	Hourly	65.5154	67.1864	68.9001	70.6574	72.4596	74.3078	76.2031	78.1467	80.1399	82.1840	84.2802	86.4298	88.6343
	Biweekly	5,241.23	5,374.91	5,512.01	5,652.60	5,796.77	5,944.62	6,096.25	6,251.74	6,411.19	6,574.72	6,742.41	6,914.38	7,090.74
	Annual	136,272.00	139,747.75	143,312.16	146,967.48	150,716.03	154,560.20	158,502.41	162,545.17	166,691.05	170,942.67	175,302.73	179,774.00	184,359.32
103	Hourly	67.1533	68.8661	70.6226	72.4239	74.2711	76.1655	78.1082	80.1004	82.1434	84.2386	86.3872	88.5906	90.8501
	Biweekly	5,372.26	5,509.29	5,649.81	5,793.91	5,941.69	6,093.24	6,248.65	6,408.03	6,571.47	6,739.09	6,910.97	7,087.24	7,268.01
	Annual	139,678.80	143,241.45	146,894.96	150,641.67	154,483.93	158,424.20	162,464.97	166,608.80	170,858.32	175,216.24	179,685.30	184,268.35	188,968.30
104	Hourly	68.8319	70.5875	72.3879	74.2342	76.1276	78.0693	80.0606	82.1026	84.1967	86.3442	88.5465	90.8050	93.1211
	Biweekly	5,506.55	5,647.00	5,791.03	5,938.74	6,090.21	6,245.55	6,404.85	6,568.21	6,735.74	6,907.54	7,083.72	7,264.40	7,449.69
	Annual	143,170.26	146,821.96	150,566.80	154,407.16	158,345.47	162,384.23	166,526.00	170,773.41	175,129.16	179,596.00	184,176.78	188,874.39	193,691.82
105	Hourly	70.5526	72.3521	74.1975	76.0900	78.0308	80.0210	82.0620	84.1551	86.3016	88.5028	90.7601	93.0751	95.4490
	Biweekly	5,644.21	5,788.17	5,935.80	6,087.20	6,242.46	6,401.68	6,564.96	6,732.41	6,904.13	7,080.22	7,260.81	7,446.01	7,635.92
	Annual	146,749.44	150,492.43	154,330.89	158,267.25	162,304.02	166,443.75	170,689.06	175,042.66	179,507.29	184,085.81	188,781.10	193,596.15	198,534.01

Effective 07/01/2016

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
106	Hourly	72.3165	74.1610	76.0526	77.9924	79.9817	82.0217	84.1137	86.2591	88.4592	90.7155	93.0293	95.4021	97.8354
	Biweekly	5,785.32	5,932.88	6,084.21	6,239.39	6,398.53	6,561.73	6,729.10	6,900.73	7,076.74	7,257.24	7,442.34	7,632.17	7,826.83
	Annual	150,418.38	154,254.95	158,189.38	162,224.16	166,361.85	170,605.07	174,956.52	179,418.96	183,995.22	188,688.21	193,500.89	198,436.32	203,497.64
107	Hourly	74.1246	76.0152	77.9540	79.9423	81.9813	84.0724	86.2167	88.4158	90.6709	92.9835	95.3552	97.7873	100.2815
	Biweekly	5,929.97	6,081.22	6,236.32	6,395.39	6,558.51	6,725.79	6,897.34	7,073.26	7,253.67	7,438.68	7,628.41	7,822.98	8,022.52
	Annual	154,179.12	158,111.61	162,144.41	166,280.06	170,521.20	174,870.52	179,330.76	183,904.77	188,595.45	193,405.76	198,338.77	203,397.60	208,585.46
108	Hourly	75.9777	77.9156	79.9029	81.9409	84.0309	86.1742	88.3722	90.6262	92.9377	95.3082	97.7391	100.2321	102.7886
	Biweekly	6,078.22	6,233.25	6,392.24	6,555.28	6,722.47	6,893.94	7,069.78	7,250.10	7,435.02	7,624.66	7,819.13	8,018.56	8,223.09
	Annual	158,033.70	162,064.51	166,198.12	170,437.17	174,784.34	179,242.39	183,814.15	188,502.51	193,310.46	198,241.04	203,297.37	208,482.67	213,800.23
109	Hourly	77.8770	79.8633	81.9003	83.9893	86.1315	88.3284	90.5813	92.8916	95.2609	97.6907	100.1824	102.7376	105.3580
	Biweekly	6,230.16	6,389.07	6,552.03	6,719.14	6,890.52	7,066.27	7,246.50	7,431.33	7,620.88	7,815.25	8,014.59	8,219.01	8,428.64
	Annual	161,984.16	166,115.73	170,352.68	174,697.69	179,153.53	183,723.02	188,409.06	193,214.62	198,142.75	203,196.58	208,379.31	213,694.24	219,144.72
110	Hourly	79.8239	81.8599	83.9478	86.0890	88.2847	90.5365	92.8458	95.2139	97.6424	100.1329	102.6869	105.3060	107.9919
	Biweekly	6,385.91	6,548.79	6,715.82	6,887.12	7,062.78	7,242.92	7,427.66	7,617.11	7,811.39	8,010.63	8,214.95	8,424.48	8,639.35
	Annual	166,033.66	170,268.51	174,611.38	179,065.02	183,632.25	188,315.98	193,119.17	198,044.86	203,096.19	208,276.37	213,588.66	219,036.46	224,623.20
111	Hourly	81.8197	83.9066	86.0467	88.2414	90.4921	92.8002	95.1672	97.5945	100.0837	102.6365	105.2543	107.9389	110.6920
	Biweekly	6,545.58	6,712.53	6,883.74	7,059.31	7,239.37	7,424.02	7,613.37	7,807.56	8,006.70	8,210.92	8,420.34	8,635.11	8,855.36
	Annual	170,184.96	174,525.70	178,977.15	183,542.14	188,223.57	193,024.40	197,947.68	202,996.53	208,174.16	213,483.85	218,928.97	224,512.97	230,239.40
112	Hourly	83.8651	86.0041	88.1978	90.4473	92.7543	95.1201	97.5462	100.0342	102.5857	105.2023	107.8855	110.6373	113.4592
	Biweekly	6,709.21	6,880.33	7,055.82	7,235.79	7,420.34	7,609.61	7,803.70	8,002.74	8,206.86	8,416.18	8,630.84	8,850.98	9,076.73
	Annual	174,439.38	178,888.63	183,451.36	188,130.47	192,928.93	197,849.78	202,896.13	208,071.20	213,378.27	218,820.69	224,401.93	230,125.53	235,995.11
113	Hourly	85.9620	88.1545	90.4030	92.7088	95.0734	97.4984	99.9852	102.5354	105.1507	107.8326	110.5830	113.4035	116.2960
	Biweekly	6,876.96	7,052.36	7,232.24	7,416.70	7,605.87	7,799.87	7,998.81	8,202.83	8,412.05	8,626.61	8,846.64	9,072.28	9,303.68
	Annual	178,800.90	183,361.40	188,038.21	192,834.31	197,752.75	202,796.63	207,969.16	213,273.62	218,713.38	224,291.88	230,012.67	235,879.37	241,895.71
114	Hourly	88.1108	90.3582	92.6629	95.0263	97.4501	99.9356	102.4846	105.0986	107.7792	110.5282	113.3474	116.2384	119.2032
	Biweekly	7,048.87	7,228.66	7,413.03	7,602.11	7,796.01	7,994.85	8,198.77	8,407.88	8,622.34	8,842.26	9,067.79	9,299.07	9,536.25
	Annual	183,270.54	187,945.04	192,738.76	197,654.76	202,696.14	207,866.11	213,167.94	218,605.00	224,180.74	229,898.70	235,762.49	241,775.85	247,942.59
115	Hourly	90.3136	92.6172	94.9795	97.4020	99.8864	102.4341	105.0467	107.7261	110.4737	113.2915	116.1811	119.1444	122.1833
	Biweekly	7,225.09	7,409.37	7,598.36	7,792.16	7,990.91	8,194.72	8,403.74	8,618.09	8,837.90	9,063.32	9,294.49	9,531.55	9,774.66
	Annual	187,852.38	192,643.74	197,557.31	202,596.21	207,763.63	213,062.85	218,497.23	224,070.22	229,785.36	235,646.26	241,656.65	247,820.35	254,141.25
116	Hourly	92.5714	94.9325	97.3538	99.8370	102.3834	104.9948	107.6728	110.4191	113.2354	116.1236	119.0855	122.1229	125.2377
	Biweekly	7,405.71	7,594.60	7,788.31	7,986.96	8,190.67	8,399.58	8,613.82	8,833.53	9,058.83	9,289.89	9,526.84	9,769.83	10,019.02
	Annual	192,548.46	197,459.60	202,496.01	207,660.87	212,957.47	218,389.16	223,959.39	229,671.70	235,529.71	241,537.13	247,697.78	254,015.55	260,494.48

Effective 07/01/2016

ATTACHMENT "C"
CLASS SERIES LIST – GENERAL EMPLOYEES

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

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

ATTACHMENT "C"
CLASS SERIES LIST – GENERAL EMPLOYEES

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

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CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Alejandro Diaz, Interim City Manager**

PREPARED BY: **Alejandro Diaz, Interim City Manager**

MEETING DATE: **October 10th, 2017**

SUBJECT: **Approval of Resolution No. 2017-103, accepting a contract for City Attorney Legal Services with Richards, Watson & Gershon**

RECOMMENDED ACTION:

That the City adopt Resolution No. 2017-103, accepting "Legal Services Agreement Between The City Of Banning And Richards, Watson & Gershon, A Professional Corporation" for City Attorney services. The contract appoints Mr. Kevin G. Ennis as City Attorney and City Prosecutor.

BACKGROUND:

The law firm of Jenkins & Hogan, LLP has provided interim legal services to the City of Banning since June 28th, 2016. John C. Cotti was designated Interim City Attorney for the City, and has served as City Attorney since that time to the present.

On May 12th, 2017, the City of Banning posted a Request for Proposal (RFP) for City Attorney services with a revised proposal deadline of July 31st, 2017; 19 proposals were received.

On September 27th 2017, Council conducted and interview process with the top 3 firms, and after an extensive interview process, the Law Firm of Richards, Watson & Gershon was chosen as the City Attorney firm for the City of Banning. The agreement was finalized and signed on October 5th, 2017.

Richards, Watson & Gershon is a firm that delivers practical advice and solutions tailored to the unique needs of public entities. They work across offices in Los Angeles, San Francisco, Orange County, Temecula, and the Central Coast, with a team of experts providing the full scope of public law services with over 60 years of experience.

FISCAL IMPACT:

General Municipal Services: This work consists of providing legal advice on municipal law matters, attendance at City Council and Commission meetings, workshops, staff meetings, preparation of routine ordinances and resolutions, and review and approval of standard agreements, and other services described in Section 2 of the Legal Services Agreement that are not listed under other categories of this Exhibit. The hourly rates for this work are:

Shareholder Rate $180
Senior Attorney Rate $180
Associate Rate $180

Tort Defense Litigation: Defense or prosecution of personal injury, death or property damage litigation based on alleged negligence or dangerous conditions of public property. The hourly rates for this work are:

Shareholder Rate $250
Senior Attorney Rate $225
Associate Rate Per Schedule

General Litigation: All litigation services except litigation services specifically described elsewhere in this Exhibit, and including (without limitation), defense or prosecution of writs of mandate, injunctions, breach of contract, inverse condemnation, eminent domain, election proceedings, administrative proceedings, land use and personnel. The hourly rates for this work are:

Shareholder Rate $295
Senior Attorney Rate $275
Associate Rate Per Schedule

Code Enforcement: Litigation initiated by the City to enforce the Banning Municipal Code or other State or local laws or regulations. The hourly rates for this work are:

All attorneys blended rate $200

Land Use Projects: Advice concerning subdivision map applications, specific plan applications, zoning map and text applications, the drafting and negotiation of all development agreements, drafting and negotiation of land use entitlements for significant land use projects, specialized advice and representation on general plan, housing and zoning issues, and other related specialized legal advice and counsel, excluding land use litigation. The hourly rates for this work are:

Shareholder Rate $275
Senior Attorney Rate $250
Associate Rate Per Schedule

Personnel and Labor Relations: Advice concerning employee hiring and termination, compensation and benefits, drafting, negotiating and amending employment agreements, labor negotiations, City internal administrative hearings relating to personnel and labor matters and advice compliance with City personnel policies, including but not limited to sexual harassment, excluding personnel litigation. The hourly rates for this work are:

Shareholder Rate $250
Senior Attorney Rate $225
Associate Rate Per Schedule

Environmental: Legal work concerning state and federal hazardous waste laws, including CERCLA and NPDES, compliance audits, appearance before state and federal agencies concerning enforcement actions or permit applications, and litigation relating to such issues. The hourly rates for this work are:
Shareholder Rate $275
Senior Attorney Rate $250
Associate Rate Per Schedule

Other Legal Services Outside of Section 2 or the Categories in this Exhibit: Legal services in specialized areas of the law, such as annexations and reorganizations, water rights, etc.

Shareholder Rate $275
Senior Attorney Rate $250
Associate Rate Per Schedule

Schedule of Associate Rates:

Third Year to Seventh Year Associate $205
First and Second Year Associates $185

Associate rates change annually based on Bar admission date.

Paralegal Rate:

Paralegal Rate $150

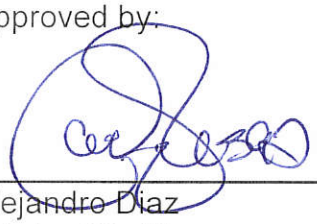
ALTERNATIVES:

1. Accept recommendation.
2. Reject recommendation and provide staff direction.

ATTACHMENTS:

1. Resolution 2017-103
2. Legal Services Agreement/Compensation Rate Schedule Exhibit A

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

RESOLUTION 2017-103

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ACCEPTING A CONTRACT FOR CITY ATTORNEY LEGAL SERVICES WITH RICHARDS, WATSON & GERSHON

WHEREAS, The City and Richards, Watson & Gershon entered into that certain Legal Services Agreement (the "Agreement") dated on or about October 5, 2017, appointing Kevin G. Ennis and Richards, Watson & Gershon serve as City Attorney and General Counsel to the City, the Banning Redevelopment Agency, the Banning Electric Utility, and all boards, commissions, financing authorities, and other bodies of the City (the "Agreement").

WHEREAS, On May 12th, 2017, the City of Banning posted a Request For Proposal (RFP) for City Attorney services with a revised proposal deadline of July 31st, 2017; 19 proposals were received; and

WHEREAS, On September 27th 2017, Council conducted and interview process with the top 3 firms, after an extensive interview process, the Law Firm of Richards, Watson & Gershon was chosen as the City Attorney firm for the City of Banning.

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

SECTION 1. All of the facts set forth in the Recitals of this Resolution are true and correct, and the City Council hereby adopts the proposed "Legal Services Agreement Between The City Of Banning And Richards, Watson & Gershon, A Professional Corporation" for City Attorney services with Richards, Watson & Gershon, which Agreement is attached hereto as Exhibit "A".

SECTION 2. The City Clerk shall certify to the passage and adoption of this Resolution, which shall become effective immediately upon ratification of this Resolution by the Banning Oversight Board.

PASSED, APPROVED AND ADOPTED this 10th day of October, 2017.

_____

George Moyer, Mayor
City of Banning

ATTEST:

_____
Sonja De La Fuente, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
John C. Cotti, Interim City Attorney
Jenkins & Hogin, LLP

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-01, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of January, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

LEGAL SERVICES AGREEMENT BETWEEN THE CITY OF BANNING AND RICHARDS, WATSON & GERSHON, A PROFESSIONAL CORPORATION

THIS LEGAL SERVICES AGREEMENT ("Agreement") is made and entered into as of October ___, 2017, by and between the City of Banning ("City"), a California Municipal Corporation, and the law firm of Richards, Watson & Gershon ("RWG"), a California Professional Corporation. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Recitals**. This Agreement is made with respect to the following purposes and facts that each party agrees are true and correct:

A. On June 15, 2017 RWG submitted a proposal to be retained by the City to perform legal services on the terms and conditions set forth therein.

B. On September 27, 2017, the City Council decided to retain RWG to serve as City Attorney with this Agreement to be presented for approval at the City Council's October 10, 2017 meeting.

2. **Scope of Work**. RWG shall perform all legal services for the City as directed by the City Council, except as provided in Section 6 with respect to matters in which RWG has a conflict under the Rules of Professional Responsibility or California law. RWG shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Legal services shall include the following:

A. Attendance at City Council meetings, and any other meeting directed by the City Manager or his designee, unless excused therefrom by the City Manager or his designee;

B. Attendance at staff meetings when directed by the City Manager or his designee;

C. Legal research and legal advice to the City Council, Planning Commission, other City commissions, various committees and sub-committees, the City Manager and City Staff;

D. Preparation and review of ordinances, resolutions, and agreements as requested;

E. Representation of the City in non-adversarial administrative proceedings, legislative hearings and other intergovernmental matters;

F. Representation of the City and City officials and employees in claims and litigation filed by or against the City as requested;

G. Oversight of legal matters handled by outside counsel, unless such oversight is precluded by conflict of interest laws or the Rules of Professional Responsibility;

H. Performance of the duties and exercise of the authority of a city attorney as provided in the California Government Code, other statutes and the Banning Municipal Code;

I. Legal services for entities created by the City Council;

J. Bond counsel, disclosure counsel and issuer counsel services in connection with the issuance of bonds or other securities by the City, or any entity created by the City;

K. Municipal Code criminal prosecution services; and

L. Such other legal services as may be directed by the City Council or City Manager from time to time.

3. **Term**.

A. This Agreement shall commence on October 10, 2017 ("Commencement Date") and shall continue in effect until terminated by the City or RWG. City or RWG may terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to the other party prior to termination of this Agreement. In the event of termination, RWG shall comply with all provisions of the Rules of Professional Conduct for the termination of a client relationship, shall assist the City in transition to a new firm, and shall be compensated for such assistance at the rates provided for in this Agreement.

B. City has requested RWG to provide legal services prior to the Commencement Date in order to provide necessary representation and facilitate the orderly transition of City Attorney services. Upon approval and execution of this Agreement, RWG may submit invoices for all legal services requested by the City and performed prior to the Commencement Date, and all such services shall be compensated under the terms of this Agreement as if they were performed after the Commencement Date.

4. **Designation of City Attorney and City Prosecutor**. Kevin G. Ennis shall be designated as City Attorney for the City and as City Prosecutor for the City, to serve at the will and pleasure of the City Council. The designation may be changed by the City Council without amending this Agreement. Attorneys proposed by RWG to replace Mr. Ennis shall be subject to the prior approval of the City Council. Mr. Ennis will be the RWG attorney with responsibility for providing legal services for the City, and will be the principal contact for the City, the City Council, and City staff. Other RWG attorneys, including Assistant City Attorneys and Assistant City Prosecutors, will be assigned by Mr. Ennis, to work on legal matters for the City on an "as-needed" basis under Mr. Ennis's direct supervision.

5. **Compensation, Expenses and Billing**.

A. Compensation Rates. RWG shall be compensated for the performance of legal services in accordance with the Compensation Rate Schedule for the City ("Compensation

Rate Schedule"), attached to this Agreement as Exhibit A and incorporated herein as though set forth in full. The terms of this Agreement and the Compensation Rate Schedule shall apply to legal services performed for entities affiliated with the City that may be established. Except as provided in paragraph B of this Section, the Compensation Rate Schedule, attached as Exhibit A, shall remain in effect until amended by mutual agreement of the parties.

B. Adjustment in Rates by Change in CPI. Commencing July 1, 2019, and annually thereafter, the hourly rates set forth on Exhibit A shall automatically increase by the percentage change in the Consumer Price Index (All Urban Consumers; Los Angeles-Riverside-Orange County). The calculation shall be made using the month of April over the month of April in the prior year. Any such annual adjustment that equals or exceeds three percent (3%), and any other adjustments in the rates, shall require prior written approval of the City Council.

C. Reimbursable Expenses and other Costs. Mileage will be billed at the standard rate established by the IRS for deducting the operating expenses of an automobile used for business purposes. The IRS mileage reimbursement rate was 53.5 cents per mile on the date of the execution of this Agreement. Copying costs will be charged at 5 cents per page. There will be no charge for facsimiles. All other costs, such as long distance telephone charges, messenger and delivery services, and legal research services will be charged only at RWG's actual out-of-pocket expenses, with the exception that the City will not be billed for telephone calls within Los Angeles and Riverside Counties. RWG will not charge for word processing and similar clerical tasks, or for the costs of first-class postage.

D. Billing. RWG shall provide to City a monthly invoice for the services provided, the time spent providing those services, and costs incurred in the form customarily supplied by RWG to public agency clients being billed on an hourly basis. City shall process and cause such invoices to be paid promptly and no later than within thirty (30) days of receipt of invoice.

6. Conflicts of Interest. RWG shall comply with all applicable laws and professional rules and standards relating to any known conflict of interest involving the City and matters upon which RWG is providing legal services under this Agreement. RWG shall not reveal confidential information of the City except with the consent of the City Manager, City Council or as otherwise required by law. RWG shall notify the City Manager or City Council, depending on the circumstances, of any conflict of interest related to matters upon which it is providing legal services under this Agreement upon discovery of any such conflicts. In the event that such conflict is not or cannot be waived or resolved, City shall retain alternate legal counsel and RWG shall assist and cooperate with such legal counsel retained by the City on the matter for which the conflict arose.

7. **Client Files**.

A. At the conclusion of RWG's legal representation of the City, the original client files for the work performed under this Agreement for the City shall be made available to City. RWG will be entitled to make copies of the client files. City shall take possession of any and all original contracts, and other such important documents that may be in the client files and RWG shall have no further responsibility with regard to such documents.

B. If City does not take possession of the client files at the conclusion of the RWG's legal representation of the City, RWG shall store such client files for a period of at least one (1) year. At the conclusion of such one (1) year period, RWG may send to City a notice, advising of RWG's intention to dispose of the client files. The City shall have sixty (60) days from the date of such notice to take possession of the client files. If City does not take possession of the client files during that time, City agrees that RWG may dispose of the client files without further notice.

C. This section shall survive the expiration of this Agreement.

8. **Insurance**.

A. Coverage Levels. RWG shall maintain at all times during the term of this Agreement policies of insurance with at least the minimum coverage specified below:

1) General liability insurance with a combined single limit of not less than Two Million Dollars ($2,000,000).

2) Workers' compensation coverage in compliance with California law.

3) Professional liability coverage with a minimum limit of liability of Two Million Dollars ($2,000,000.00) per claim and Four Million Dollars ($4,000,000.00) in the aggregate. Such insurance may be subject to a self-insured retention or deductible to be borne entirely by Law Firm which shall not exceed Two Hundred Fifty Thousand Dollars ($250,000.00) per claim, without prior approval of the City Manager.

B. All such policies of insurance specified above shall:

1) Except as to professional liability insurance, provide minimum thirty (30) days notice of cancellation by insurer, except in the event of non-payment of premium, in which case ten (10) days notice to be provided. Notice of cancellation of professional liability insurance shall be provided by RWG; and

2) Be maintained in full force and effect throughout the term of this Agreement; and

3) Be placed with insurance carriers with an A.M. Best rating of no less than A-:VII or otherwise acceptable to City.

9. **Independent Contractor**. No employment relationship is created by this Agreement. RWG shall be an independent contractor of City, except that at all times providing services under the Agreement, RWG's shareholders and employees shall be acting as public officials.

10. **General Provisions**.

A. Non-Discrimination. In the performance of this Agreement, RWG shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation or medical condition. RWG shall take action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

B. Assignment/Delegation. This Agreement contemplates the personal professional services of RWG and neither this Agreement, nor any portion thereof, shall be assigned or delegated without the prior written consent of the City Council.

C. Interpretation. The following rules of legal construction shall apply:

1) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

2) The article and section captions and headings in this Agreement have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

3) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

D. Attorney's Fees. The parties acknowledge and agree that each will bear its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of this Agreement.

E. Notices. Any notice required to be given shall be deemed to have been given by depositing such notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:	TO RWG:
City of Banning 99 E. Ramsey Street Banning, California 92220 Attention: City Manager	Kevin G. Ennis Richards, Watson & Gershon 355 South Grand Avenue, 40th Floor Los Angeles, California 90071-3101

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

F. Signatories. Each signatory warrants and represents that he or she is competent and authorized to execute this Agreement on behalf of the party for whom he or she purports to sign.

G. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

H. Modification of Agreement. This Agreement and the provisions set forth herein may be modified only by way of a written amendment to this Agreement that has been approved and executed by and on behalf of both RWG and the City.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign below.

CITY OF BANNING

_____
George Moyer
Mayor

Attest:

_____
Marie Calderon
City Clerk

RICHARDS, WATSON & GERSHON,
a Professional Corporation

_____
Kayser Sume
Chairman, Board of Directors

EXHIBIT A

RICHARDS, WATSON & GERSHON
COMPENSATION RATE SCHEDULE
CITY OF BANNING EFFECTIVE OCTOBER 10, 2017

General Municipal Services. This work consists of providing legal advice on municipal law matters, attendance at City Council and Commission meetings, workshops, staff meetings, preparation of routine ordinances and resolutions, and review and approval of standard agreements, and other services described in Section 2 of the Legal Services Agreement that are not listed under other categories of this Exhibit. The hourly rates for this work are:

Shareholder Rate	$180
Senior Attorney Rate	$180
Associate Rate	$180

The term "Senior Attorney" means a non-shareholder attorney with more than seven years of experience practicing law.

Tort Defense Litigation. Defense or prosecution of personal injury, death or property damage litigation based on alleged negligence or dangerous conditions of public property. The hourly rates for this work are:

Shareholder Rate	$250
Senior Attorney Rate	$225
Associate Rate	Per Schedule

General Litigation. All litigation services except litigation services specifically described elsewhere in this Exhibit, and including (without limitation), defense or prosecution of writs of mandate, injunctions, breach of contract, inverse condemnation, eminent domain, election proceedings, administrative proceedings, land use and personnel. The hourly rates for this work are:

Shareholder Rate	$295
Senior Attorney Rate	$275
Associate Rate	Per Schedule

Code Enforcement. Litigation initiated by the City to enforce the Banning Municipal Code or other State or local laws or regulations. The hourly rates for this work are:

All attorneys blended rate	$200

Land Use Projects. Advice concerning subdivision map applications, specific plan applications, zoning map and text applications, the drafting and negotiation of all development agreements, drafting and negotiation of land use entitlements for significant land use projects, specialized

advice and representation on general plan, housing and zoning issues, and other related specialized legal advice and counsel, excluding land use litigation. The hourly rates for this work are:

Shareholder Rate	$275
Senior Attorney Rate	$250
Associate Rate	Per Schedule

Personnel and Labor Relations. Advice concerning employee hiring and termination, compensation and benefits, drafting, negotiating and amending employment agreements, labor negotiations, City internal administrative hearings relating to personnel and labor matters and advice compliance with City personnel policies, including but not limited to sexual harassment, excluding personnel litigation. The hourly rates for this work are:

Shareholder Rate	$250
Senior Attorney Rate	$225
Associate Rate	Per Schedule

Environmental. Legal work concerning state and federal hazardous waste laws, including CERCLA and NPDES, compliance audits, appearance before state and federal agencies concerning enforcement actions or permit applications, and litigation relating to such issues. The hourly rates for this work are:

Shareholder Rate	$275
Senior Attorney Rate	$250
Associate Rate	Per Schedule

Other Legal Services Outside of Section 2 or the Categories in this Exhibit. Legal services in specialized areas of the law, such as annexations and reorganizations, water rights, etc.

Shareholder Rate	$275
Senior Attorney Rate	$250
Associate Rate	Per Schedule

Schedule of Associate Rates:

Third Year to Seventh Year Associate	$205
First and Second Year Associates	$185

Associate rates change annually based on Bar admission date.

Paralegal Rate:

Paralegal Rate	$150

Bond Counsel, Disclosure Counsel and Issuer Counsel Services.

RWG shall provide bond counsel, disclosure counsel and issuer counsel services in connection with the issuance of bonds or other securities by the City, the Successor Agency of the Former Banning Redevelopment Agency ("Agency"), any separate governmental entity formed by the City or governed by the members of the City Council, or a joint powers authority formed by the City. The compensation for those services shall be as follows:

(a) RWG shall charge $295.00 per hour for any of these services. The maximum total fee charged for an issuance shall not exceed an amount that the City Manager deems fair and reasonable based upon generally accepted industry standards and practices.

(b) RWG's costs and expenses would be paid in accordance with Paragraph C of Section 5 of the Agreement.

(c) In the event the proceedings for issuance of the bonds are terminated before closing, we would expect to be paid for our services to the date of abandonment at the hourly rate set forth above, but the amount of that payment would be subject to reduction at the sole discretion of the City Manager.

(d) In the event the City or Agency forms or is a member of a joint powers authority which has the power to issue bonds or other securities, RWG shall provide bond counsel, disclosure counsel and issuer counsel services to the joint powers authority in connection with the issuance of bonds or other securities, if and when requested by the joint powers authority, which for purposes of this Agreement shall be an Authority. The compensation for services in connection with service to the joint powers authority shall be as specified in subsections (a), (b) and (c) of this section of this Exhibit unless there is a separate contract or agreement with the joint powers authority that provides a fee schedule or rate.

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Alejandro Diaz, Interim City Manager**

PREPARED BY: **Rochelle Clayton, Deputy City Manager**
Ted Shove, Economic Development Manager

MEETING DATE: **October 10, 2017**

SUBJECT: **Resolution 2017-87, Adopting California Statewide Communities Development Authority Community Facilities Districts Goals and Policies Statement**

RECOMMENDED ACTION:

Consider approving Resolution 2017-87, adopting California Statewide Communities Development Authority Amended and Restated Goals and Policies for Mello-Roos Community Facilities Districts

BACKGROUND:

In the past several years, the San Gorgonio Pass region has experienced significant growth, especially in the residential sector. This growth was afforded by large residential development projects that have utilized Community Facility District (CFD) financing to fund required infrastructure, community amenities, and ongoing public safety.

Within the past five years, the City approved two large residential development projects, both of which included a requirement within their respective development agreements for the City to adopt a Community Facility District Goals and Policy Statement.

It is anticipated that future residential and commercial development of a similar size and complexity as the two recently approved projects will seek CFD's as a financing instrument. The proposed action does not authorize formation of a community facility district.

JUSTIFICATION:

The City recently approved two large residential development projects (Butterfield – 2012, Rancho San Gorgonio – 2016), both were approved through a development agreement. Within their respective agreements, outlines specific conditions of approval for the project, one of which is for the City to adopt a Community Facility District Goals and Policy Statement.

California Government Code Section 53312.7(a) requires local agencies, such as the City of Banning, to adopt a local goals and policies statement prior to establishing a community facility district as defined under the Mello-Roos Communities Facilities Act of 1982.

Community Facility Districts are defined as a financing instrument utilized to fund infrastructure needs for new development. These needs, in many cases, are high relative to building and construction costs that that the financial hurdle becomes too great for most large development projects. Specifically, CFDs are used to fund roads, street, water and sewer piping, parks and community center-oriented facilities. Funding may also be utilized for development impact fees, connection charges, and other local government fees required for development. CFDs are also used for ongoing maintenance of the above outlined facilities and required increases in public safety (staffing, buildings, and equipment).

The City does not currently possess the staff resources for administering community facility districts. However, staff consulted with the California Statewide Communities Development Authority (CSCDA), the current administrator for the Statewide Communities Infrastructure Program (similar financing instrument on a smaller scale). CSCDA is a Joint Powers Authority (JPA), to which the City belongs. CSCDA administers CFDs for communities across California. Their finance team includes bond counsel, a special tax consultant, and underwriter at a relatively low cost due to the relatively large volume of bond transactions. The cost of these services are borne by the project and not by the City.

CSCDA conducts their own underwriting process on each development project within communities that have been petitioned by the developer and consented to by the local agency. In order for the City to utilize CSCDA as a CFD administrator, the City is required to adopt CSCDA's Goals and Policies for Mello-Roos Community Facilities Districts. Upon adoption, a developer would petition CSCDA to review and financially evaluate the project. If the project is considered financially feasible by CSCDA staff, the project comes back to the City Council for consideration and final approval by Resolution.

Approval by Resolution of this item would only establish criteria by which the City Council would consider future requests for formation of a CFD.

FISCAL IMPACT:

The proposed actions do not require a financial commitment by the City. The adoption of Mello-Roos goals and policies does not commit the City to any future actions.

OPTIONS:

1. Approve as recommended

2. Do not approve and provide alternative direction to staff

ATTACHMENTS:

1. Resolution 2017-87

2. California Statewide Communities Development Authority Amended and Restated Goals and Policies for Mello-Roos Community Facilities Districts

Approved by:

Alejandro Diaz
Interim City Manager

ATTACHMENT 1

RESOLUTION 2017-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ADOPTING CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY GOALS AND POLICIES FOR MELLO-ROOS COMMUNITY FACILITIES DISTRICTS

WHEREAS, the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), being Section 53312.7(a) of the Government Code of the State of California, now provides that a local government, including the City of Banning (the "City"), may initiate proceedings to establish a community facilities district pursuant to the Act only if the legislative body thereof has first considered and adopted local goals and policies concerning the use of the Act; and

WHEREAS, the California Statewide Communities Development Authority ("CSCDA") is a Joint Powers Authority to which the City of Banning belongs; and

WHEREAS, the City now desires to adopt CSCDA's Goals and Policies for Mello-Roos Community Facilities Districts and to authorize CSCDA to act as the lead agency for formation of CFD's within the community, subject to City Council approval and adoption of a relevant joint community facilities agreement with CSCDA on an individual project basis.

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

1. Resolution No. 2017-87 is approved adopting California Statewide Communities Development Authority Goals and Policies for Mello-Roos Community Facilities Districts.

2. The "California Statewide Communities Development Authority Amended and Restated Goals and Policies for Mello-Roos Community Facilities Districts" (the "Goals and Policies") attached as Exhibit "A" hereto and incorporated herein by this reference are hereby adopted. A copy of the Goals and Policies shall be kept on file in the Office of the City Clerk.

3. This resolution shall become effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 10th day of October, 2017.

George Moyer, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

John C. Cotti, Interim City Attorney
Jenkins & Hogin, LLP

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-87 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 10th day of October, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

EXHIBIT "A"
to
Resolution 2017-87

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
AMENDED AND RESTATED GOALS AND POLICIES
FOR
MELLO-ROOS COMMUNITY FACILITIES DISTRICTS

I. INTRODUCTION

Section 53312.7(a) of the California Government Code provides that, on and after January 1, 1994, a local agency may initiate proceedings to establish a community facilities district ("CFD") pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act") only if it has first considered and adopted local goals and policies concerning the use of the Act. The following goals and policies have been considered and adopted by the California Statewide Communities Development Authority (the "Authority") and are intended to meet the requirements of the Act.

II. GOALS AND POLICIES GENERALLY

The Authority's goal is to use the Act to promote economic development within the boundaries of the Authority's members by assisting in the development of property to be used for residential, commercial or industrial purposes, including multi-family apartment and office buildings. Therefore, it is the policy of the Authority to use the Act to finance public facilities that will encourage the development of property for such residential, commercial or industrial purposes. The Authority may use the Act in situations where the CFD special tax is expected to be levied on property used for residential, commercial or industrial purposes, including multi-family apartment and office buildings. The Authority will use the Act only in situations where it has been petitioned to do so by the owners of 100% of the property in the proposed CFD and where the local agency which issues building permits for the project (the "Local Agency Participant") has consented to the use of the Act by the Authority.

III. PRIORITIES FOR FINANCING

The priority that various kinds of public facilities will have for financing through the Authority's use of the Act is as follows:

a. facilities needed to serve approved development which is deficient in infrastructure needed to develop the area as planned;

b. other facilities for which there is a clearly demonstrated public benefit;

c. development impact fees, connection charges and other local government levies applicable to the new development which are to be used to fund public capital improvements by the local agency which levies the fee; and

d. other facilities permitted by the Act.

The Authority will, at the request of the Local Agency Participant, include special taxes in a CFD for services provided by the Local Agency Participant; provided, that the Local Agency Participant must certify that the services comply with and are eligible under the provisions of the Act and the Local Agency Participant shall be responsible for all budgets, expenditure controls and reporting requirements for any such services.

IV. CREDIT QUALITY REQUIREMENTS FOR CFD BOND ISSUES

The Authority will require that the credit quality of any CFD bond issue be such that the requirements of Section 53345.8 of the Act will be met; provided, however, that the Authority will require that the value of the real property that would be subject to the special tax to pay debt service on the bonds be at least four times the principal amount of the bonds to be sold and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act on property within the CFD or a special assessment levied on property within the CFD.

In order to enhance the credit quality of bond issues, the Authority will require that each bond issue be secured by a reserve fund funded in an amount no less than the least of (a) 10% of the original proceeds of the bond issue, (b) maximum annual debt service on the bonds of such issue, and (c) 125% of the average annual debt service on the bonds of such issue.

The Authority may require additional measures to increase the credit quality of a bond issue, or may require credit enhancement with respect thereto, in any particular case.

V. DISCLOSURE TO PROSPECTIVE PROPERTY PURCHASERS

In order to ensure that prospective property purchasers are fully informed about their taxpaying obligations imposed under the Act, the Authority will require that the requirements of disclosure to prospective property purchasers contained in the Act, including, but not limited to, Sections 53328.3, 53328.5 (including the referenced sections of the California Streets and Highways Code), 53340.2 and 53341.5, be met. The Authority reserves the right to require additional disclosure procedures in any particular case.

VI. EQUITY OF SPECIAL TAX FORMULAS AND MAXIMUM SPECIAL TAXES

The Authority's criteria for evaluating the equity of tax allocation formulas, and the desirable and maximum amounts of special taxes to be levied against any parcel pursuant to the Act, are set forth in this section.

Special taxes must be allocated and apportioned on a reasonable basis to all categories and classes of property (other than exempt property) receiving general or special benefit from the public facilities financed through the CFD. Exemptions from the special tax may be given to parcels which are publicly-owned, are held by property owners associations, are used for public purposes such as open space or wetlands, or are affected by public utility easements making impractical their utilization for other than the purposes set forth in the easement.

The CFD special tax allocation formula must be structured so as to annually produce special tax revenues sufficient to pay (a) annual debt service on all CFD bonds, and (b) reasonable and necessary annual administrative expenses of the CFD. Additionally, the special tax formula may be structured so as to produce amounts sufficient to fund (a) any amounts required to establish or replenish any reserve fund established for a CFD bond issue, (b) the accumulation of funds reasonably required for future debt service on a CFD bond issue, (c) amounts equal to projected delinquencies in special tax payments, (d) remarketing, credit enhancement or liquidity fees, (e) differences between expected earnings on any escrow account and the interest payments due on CFD bonds associated with such escrow account, and any costs associated with the release of funds from an escrow account, and (f) any other costs or payments permitted by law. The special tax allocation formula must be structured such that the projected maximum special tax that could be levied in any year would produce special tax revenues at least equal to (a) 110% of projected annual debt service on all CFD bonds for such year, plus (b) projected reasonable and necessary administrative expenses of the CFD for such year.

The total projected property tax levels for any CFD may not exceed any maximum specified in the Act. The annual increase, if any, in the maximum special tax for any parcel may not exceed any maximum specified in the Act. The increase in the special tax levied on any parcel as a consequence of delinquency or default by the owner on any other parcel may not exceed any maximum specified in the Act.

VII. APPRAISALS

The definitions, standards and assumptions to be used in appraisals required in connection with the Authority's use of the Act are as set forth in the Appraisal Standards for Land Secured Financings (the "Standards") published by the California Debt Advisory Commission and dated May 1994 and revised July 2004, with the following modifications:

a. the independent review appraiser is an option, and not a requirement;

b. the comparable sales method may be used whenever there is sufficient data available;

c. the appraiser should assume the presence of the public infrastructure to be financed with the bonds;

d. the special tax lien need not be computed as the present value of the future tax payments if there is a pre-payment mechanism or other more appropriate measure;

e. except where necessary to make a meaningful comparable sale comparison, the appraiser is not to discount the value of property for the amount of the special tax or assessment liens; This also means that the special tax should be ignored in any discounted cash flow analysis; and

f. the definition of "Bulk Sale Value" on page 29 of the Standards states the requirement that *all* parcels within a tract or development be included; instead it may be *any* defined portion of the property.

VIII. CONSULTANTS

The selection of all consultants necessary for the formation of a CFD and the issuance of bonds, including the appraiser, market absorption study analyst, special tax consultant, bond counsel and underwriter, will be subject to final approval by the Authority. The applicant for CFD financing may not recommend, or participate in the selection of, the appraiser.

IX. APPLICATIONS; CONDITIONS

The owner or owners of the property the development of which is to be assisted through the Authority's proposed use of the Act, will be required to complete an application in such form as the Authority may prescribe. Any information provided in the application must be considered public information by California law.

The applicant must have the approval of the city or the county in which the project is located. Such approval may be in the form of a letter from an appropriate city or county official supporting the project or in such other form as the Authority may approve.

All Authority and consultant costs incurred in the evaluation of any CFD application, or in the formation of a CFD or the issuance of CFD bonds, will be paid by the applicant, which payment will be secured by an advance deposit with the Authority. The Authority will not incur any nonreimbursable expenses for processing a CFD, and expenses not chargeable to the CFD will be borne by the applicant.

Each applicant will be required to provide an indemnity to the Authority, its members, officers, agents and employees for all costs, expenses and attorney fees, as well as any judgment or settlement costs arising out of or involved in the CFD financing, or in any of the documentation related thereto.

X. MINIMUM STANDARDS; WAIVERS AND AMENDMENT

The policies set forth herein reflect the minimum standards under which the Authority will assist in the development of property through the use of the Act. The Authority may, in its discretion, require additional measures and procedures, enhanced security and higher standards in particular cases.

The Authority may, in limited and exceptional circumstances and to the extent permitted by law, in its discretion, waive any of the policies set forth herein in particular cases.

The goals and policies set forth herein may be amended at any time and from time to time by the Authority.

ATTACHMENT 2

CITY OF BANNING

Community Facilities District Goals and Policies

WHAT IS A COMMUNITY FACILITIES DISTRICT (CFD)?

The CFD Act of 1982 allows any county, city, special district, school district or joint powers authority to establish a Mello-Roos Community Facilities District which allows for financing of public improvements and services. The services and improvements that Mello-Roos CFDs can finance include streets, sewer systems and other basic infrastructure, police protection, fire protection, ambulance services, schools, parks, libraries, museums and other cultural facilities. By law, the CFD is also entitled to recover expenses needed to form the CFD and administer the annual special taxes and bonded debt.

WHY MUST THE CITY ADOPT CFD GOALS AND POLICIES?

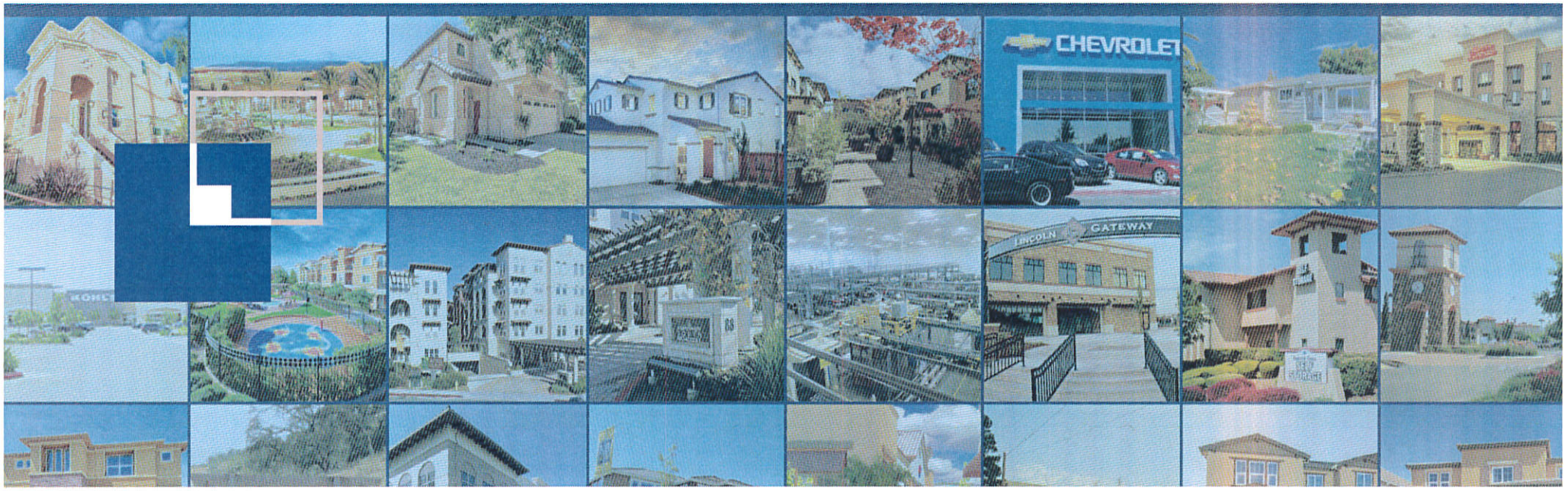
After 1993, the CFD Act of 1982 was amended to provide that a public agency may initiate proceedings to establish a CFD only if such public agency has first considered and adopted local goals and policies concerning the use of the Act.

In 2012 and 2016 respectively, the City entered into Development Agreements for the Butterfield and Rancho San Gorgonio master planned community developments. Each Agreement contained a provision for the City to adopt such goals and policies.

WHY ADOPT THE SAME GOALS AND POLICIES AS CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (CSCDA)?

The Authority's goal is to use the Act to promote economic development within the boundaries of CSCDA members by assisting in the development of property to be used for residential, commercial or industrial purposes. The City of Banning is a member of CSCDA.

If the City allows CSCDA to administer any proposed CFDs within the City's boundaries, the City can direct the CFD policies without staff providing the administration, and Council shall approve stand alone districts on a project by project basis.



Stand Alone Community Facilities Districts (CFDs)

CSCDA
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

A Program of the California Statewide Communities Development Authority

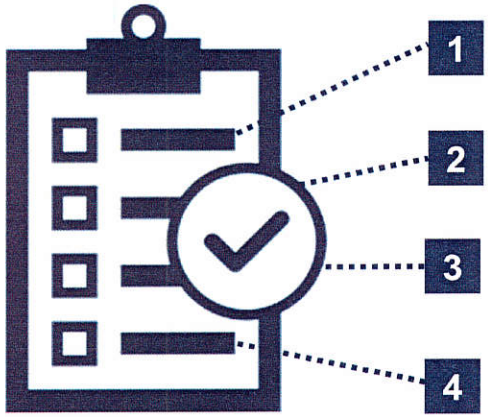


CSCDA is available to form CFDs and Issue bonds for Stand Alone Projects

Local Agency will adopt a Resolution requesting CSCDA form a CFD including a Joint Community Facilities Agreement (JCFA)

- Will attach a boundary map of the project
- A list of facilities and fees to be financed
- May include and O&M component in addition to facilities
- Can include more than one Local Agency in the CFD (with approval)

CSCDA credit requirements[1]:



1. At Least a 4x value to lien ratio (including overlapping debt)
2. Combined tax burden cannot exceed 2% of the estimated home value
3. Debt service may escalate at up to 2% per year
4. Project must have received its discretionary entitlements

The minimum size for a stand alone CFD is $5 million

Program Benefits

- The CFD Program can finance stand-alone projects which range in size from $5,000,000 up to $25,000,000 or higher
  - Local Agencies direct CFD policies but assume no liability for bond issuance and administration
  - Prioritize which facilities and maintenance costs are to be funded
- **Developers** use the CSCDA CFD program for a variety of reasons:
  1. Can be part of the capital mix of debt, equity, public financing
  2. Provides off balance sheet/land secured non recourse debt
  3. Can provide competitive advantages with respect to residential marketing



Stand-Alone Bond Program | Assessment & Community Facilities Districts



CSCDA

Local Agency Requirements

1. Adopt Joint Community Facilities Agreement (JCFA) and Resolution directing CSCDA to conduct CFD Proceedings which:
   a) Establishes Goals and Polices for the CFD;
   b) Identifies Facilities and Annual Maintenance Costs to be included;
   c) Includes a boundary Map of the proposed CFD;
   d) Approves a form of Acquisition Agreement to reimburse developer for completed facilities
2. Will execute an acquisition agreement to reimburse developer for public improvements, the form of which is included with the SCIP Resolution
3. Will sign a closing certificate which certifies that funds will be spent in accordance with federal tax law
4. Approve disbursement of funds

Key Events

The City or County **does not** issue bonds or levy assessments

The schedule of proceedings is described below:

1. Prepare the Rate and Method Report per the JCFA Resolution passed by the Local Agency
2. Stand Alone districts are established on a project-by-project basis
3. District formation and bond issuance proceedings conducted by CSCDA
4. Hearing and Election conducted by CSCDA
5. CSCDA authorizes the sale of bonds (may be issued in series)

Transaction is closed and funds are delivered

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CITY OF BANNING
BANNING UTILITY AUTHORITY REPORT

TO: **BANNING UTILITY AUTHORITY**

FROM: **Alejandro Diaz, Interim City Manager**

PREPARED BY: **Art Vela, Public Works Director**
Luis Cardenas, Senior Civil Engineer

MEETING DATE: **October 10, 2017**

SUBJECT: **Resolution 2017-15 UA, Awarding a Professional Services Agreement to Morongo Band of Mission Indians for Cultural Resources Monitoring in Support of the Banning Water Canyon Pipeline Replacement Project**

RECOMMENDED ACTION:

The Banning Utility Authority adopt Resolution 2017-15 UA:

1. Awarding a Professional Services Agreement to Morongo Band of Mission Indians of Cabazon, California in the amount of $39,200 for Cultural Resources Monitoring and approving a $10,000 contingency for a total project budget of $49,200.

2. Authorizing the Interim City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the project and approval of change orders within the $10,000 contingency.

3. Authorizing the Interim City Manager or his designee to execute the Professional Services Agreement with Morongo Band of Mission Indians of Cabazon, CA in the amount of $39,200.

BACKGROUND:

The Banning Water Canyon Pipeline Replacement Project (Project 2016-02W) has been identified as a critical infrastructure upgrade to ensure the continued reliability of water supplies from the Banning Water Canyon. This project is part of the 2005 Water Bonds list of CIP projects.

Phase 1 of the project will replace the most vulnerable sections totaling approximately 7,600 linear feet with new 24-inch ductile iron pipe. The replacement pipe is expected to have a service life of at least 80 years.

As part of the Initial Study/Mitigated Negative Declaration (IS/MND) and the AB 52 CEQA requirements, there were several mitigation measures identified that need to be completed. Among them, Cultural Resources Monitoring and related activities have been identified as a task to be completed by the Morongo Band of Mission Indians due to their proximity to the project location. The scope of work includes awareness training for all persons involved with the construction project before the start of any ground-disturbing activities as well as ongoing monitoring for potential cultural resources during construction.

JUSTIFICATION:

To be in compliance with the findings of the IS/MND, the City will need to contract for Cultural Resource Monitoring services with a Native American Tribe. The Morongo Band of Mission Indians owns tribal land in close proximity to the project and were determined to be the most appropriate to undertake the necessary monitoring activities.

Staff estimated a construction duration time of 70 working days for the project and based on this, the Morongo tribe provided an estimate for the level of effort needed to complete Cultural Resources Monitoring.

FISCAL IMPACT:

The Professional Services Agreement with Morongo Band of Mission Indians for Cultural Resources Monitoring in Support of the Banning Water Canyon Pipeline Replacement Project in the amount of $39,200 will be funded by the 2005 Water Bonds (Refinanced in 2015) with account number 663-6300-471.95-10. Current balance for this account has been verified by the Finance Department to be slightly over $3,000,000.

Payment will be for actual work performed, on an hourly basis, and the amount requested for the PSA is an estimate of the level of effort that will be required. A contingency in the amount of $10,000 is being requested to avoid delays in construction under the scenario that the level of effort is underestimated or if cultural resources are discovered during excavation that require additional coordination with the Morongo Band of Mission Indians.

Total budget being requested, including contingency, is $49,200.

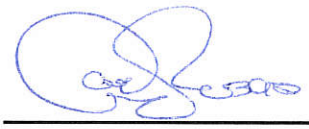
OPTIONS:

1. Adopt Resolution 2017-15 UA.
2. Reject Resolution 2017-15 UA and provide alternative direction. Delays in awarding a contract for Cultural Resources Monitoring may cause the project to be delayed.

ATTACHMENTS:

1. Resolution 2017-15 UA
2. Professional Services Agreement
3. Summary of AB 52 CEQA Requirements

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

RESOLUTION 2017-15 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT TO THE MORONGO BAND OF MISSION INDIANS OF CABAZON, CA FOR CULTURAL RESOURCES MONITORING IN SUPPORT OF THE BANNING WATER CANYON PIPELINE REPLACEMENT PROJECT IN THE AMOUNT OF $39,200 AND APPROVING A $10,000 CONTINGENCY.

WHEREAS, the Banning Water Canyon Pipeline Replacement Project has been identified as a critical infrastructure need and part of the 2005 Water Bonds list of CIP projects; and

WHEREAS, Cultural Resources Monitoring services are required to support the Banning Water Canyon Pipeline Replacement Project to be in compliance with the findings of the IS/MND; and

WHEREAS, as part of the IS/MND the Morongo Band of Mission Indians was identified as the most appropriate to conduct the Cultural Resources Monitoring and associated activities due to their proximity to the project location; and

WHEREAS, Public Works staff coordinated with the Morongo Band of Mission Indians to develop an estimate for the level of effort required to complete the Cultural Resources Monitoring and associated activities in support of the Banning Water Canyon Pipeline Replacement Project; and

WHEREAS, the approximate budget of $39,200 and $10,000 contingency will be funded by 2005 Water Bonds proceeds.

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

SECTION 1. The Banning Utility Authority adopts resolution 2017-15 UA awarding a Professional Services Agreement to Morongo Band of Mission Indians in the amount of $39,200 and approves a $10,000 contingency for a total project budget of $49,200 for Cultural Resources Monitoring.

SECTION 2. The Interim City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers and to approve change orders within the $10,000 contingency related to the Professional Services Agreement.

SECTION 3. The Interim City Manager is authorized to execute the Professional Services Agreement in a form approved by the City Attorney with the Morongo Band of Mission Indians of Cabazon, CA in the amount of $39,200.

PASSED, APPROVED AND ADOPTED this 10th day of October, 2017.

George Moyer, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

John C. Cotti, Interim City Attorney
Jenkins & Hogin, LLP

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-15 UA, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of October, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Sonja De La Fuente, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF BANNING
AND
MORONGO BAND OF MISSION INDIANS
CULTURAL HERITAGE DEPARTMENT

This AGREEMENT is entered into this 11th day of September, 2017, by and between the **CITY OF BANNING**, a general law city a municipal corporation ("CITY") and **MORONGO BAND OF MISSION INDIANS, CULTURAL HERITAGE DEPARTMENT** ("CONSULTANT").

RECITALS

A. The CITY does not have the personnel able and/or available to perform the services required under this agreement.

B. Therefore, the CITY desires to contract out for consulting services for certain projects relating to preparation of documents in connection with a design project.

C. The CONSULTANT warrants to the CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this AGREEMENT.

D. The CITY desires to contract with the CONSULTANT to perform the services as described in Exhibit A of this AGREEMENT.

NOW, THEREFORE, based on the foregoing recitals, the CITY and the CONSULTANT agree as follows:

1. CONSIDERATION AND COMPENSATION

A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A;

B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this AGREEMENT;

C. As additional consideration, CITY agrees to pay CONSULTANT a total not to exceed $39,200 ("Contract Sum", for CONSULTANT's services, unless otherwise specified by written amendment to this AGREEMENT.

D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.

E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the

previous month. The CITY shall pay the CONSULTANT all uncontested amounts set forth in the CONSULTANT's bill within 30 days after it is received.

2. SCOPE OF SERVICES.

A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.

B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this AGREEMENT.

3. PAYMENTS. For CITY to pay CONSULTANT as specified by this AGREEMENT, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. TIME OF PERFORMANCE. The services of the CONSULTANT are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

5. FAMILIARITY WITH WORK. By executing this AGREEMENT, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this AGREEMENT.

6. KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this AGREEMENT is Raymond Huaute, Tribal Historic Preservation Officer. CONSULTANT shall not assign another person to be in charge of the work contemplated by this AGREEMENT without the prior written authorization of the CITY.

7. TERM OF AGREEMENT. The Term of this AGREEMENT shall commence upon execution by both parties and shall expire Three Hundred Sixty-Five Days (365) after agreement execution unless earlier termination occurs under Section 11 of this AGREEMENT, or unless extended in writing in advance by both parties. Maximum Term and any subsequent amendment or modification shall not exceed five (5) years.

8. CHANGES. CITY may order changes in the services within the general scope of this AGREEMENT, consisting of additions, deletions, or other revisions, and the Contract Sum and

the contract Term will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

10. PERMITS AND LICENSES. CONSULTANT will obtain and maintain during the term of this AGREEMENT all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

11. TERMINATION.

A. Except as otherwise provided, CITY may terminate this AGREEMENT at any time
with or without cause. Notice of termination shall be in writing.

B. CONSULTANT may terminate this AGREEMENT. Notice will be in writing at least 30 days before the effective termination date.

C. In the event of such termination, the CONSULTANT shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date.

D. Should the AGREEMENT be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

12. INDEMNIFICATION.

A. The PARTIES shall indemnify, defend with counsel approved bythe other party, and hold harmlessthe other party, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with this AGREEMENT or either party's failure to comply with any of its obligations contained in this AGREEMENT, regardless of passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the responsible party. The responsible party shall promptly pay any final judgment rendered against the other party (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this AGREEMENT.

B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this AGREEMENT, including, without limitation, to the provisions concerning indemnification.

13. ASSIGNABILITY. This AGREEMENT is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this AGREEMENT without CITY's written approval are prohibited and will be null and void.

14. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this AGREEMENT that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

15. AUDIT OF RECORDS.

A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this AGREEMENT. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested for the purpose of determining compliance with this AGREEMENT. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this AGREEMENT.

B. CONSULTANT will keep all books, records, accounts and documents pertaining to this AGREEMENT separate from other activities unrelated to this AGREEMENT.

16. CORRECTIVE MEASURES. CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this AGREEMENT. CONSULTANT will be given a reasonable amount of time as determined by the CITY to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this AGREEMENT.

17. INSURANCE REQUIREMENTS.

A. The Parties, at each Party's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. The CONSULTANT shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the the other Party at least thirty (30) days

prior to such change. The Party's insurers shall agree to waive all rights of subrogation against the other Party, its officers, agents, employees, and volunteers for losses arising from work performedunder this AGREEMENT.

2. General Liability Coverage. The Parties shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this AGREEMENT or the general aggregate limit shall be at least twice the required occurrence limit.

3. Automobile Liability Coverage. The Parties shall maintain automobile liability insurance covering bodily injury and property damage for all activities arising out of or in connection with the work to be performed under this AGREEMENT, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

4. Professional Liability Coverage. The Parties shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the performance under this AGREEMENT, whether such operations be by a Party or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," and the Parties will continue to renew the insurance for a period of three (3) years after this AGREEMENT expires or is terminated. Such insurance will have the same coverage and limits as the policies that were in effect during the term of this AGREEMENT, and will cover the other Party for all claims made by the insured arising out of any errors or omissions of the other Party, or its officers, employees or agents during the time this AGREEMENT was in effect.

B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, . The Parties also agrees to require all contractors, and subcontractors to do likewise.

1. The policies shall be endorsed to communicate that each Party, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the the other Party, including materials, parts, or equipment furnished in connection with such work or operations.

2. These policies shall be considered primary insurance as respects the the other Party, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the the other Party, including any self-insured retention, shall be considered excess insurance.

3. This insurance shall act for each insured and additional insured as though a separate

policy had been written for each, except with respect to the limits of liability of the insuring company.

4. The insurers waive all rights of subrogation against the other Party, its elected or appointed officers, officials, employees, or agents.

5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the the Parties, its elected or appointed officers, officials, employees, agents, or volunteers.

6. The insurance provided by these polices shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the other Party.

C. The Parties agrees to provide immediate notice to the other Party of any claim or loss arising out of the work performed under this agreement. The Parties agree that there is no assumption of obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to be involved.

D. Any deductibles or self-insured retentions must be declared to and approved by the other Party. At the option of each Party, either Party shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. The Parties shall provide certificates of insurance with original endorsements to the other party as evidence of the insurance coverage required herein. Certificates of such insurance shall be exchanged on or before commencement of performance of this AGREEMENT. Current certification of insurance shall be maintained at all times during the term of this AGREEMENT.

F. Failure to procure or maintain required insurance shall constitute a material breach of contract under which either Partymay terminate this AGREEMENT pursuant to Section 11 above.

18. USE OF OTHER CONSULTANTS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this AGREEMENT. Such approval must include approval of the proposed consultant and the terms of compensation.

FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.

19. CORRECTIONS. In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the CITY's review of the CONSULTANT's report or plans. Should the CONSULTANT fail to make such correction in a reasonably timely manner but no less than 10 days after written notice, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the CITY may deduct the cost of such correction from any retention amount held by the CITY or may withhold payment otherwise owed CONSULTANT under this AGREEMENT up to the amount of the cost of correction.

20. NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within

an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the AGREEMENT shall cover payment for CONSULTANT'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year. Despite a failure to appropriate sufficient funds, CITY agrees to that all payments owed for work by CONSULTANT under the AGREEMENT shall be paid.

21. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
City of Banning 99 East Ramsey Street Banning, CA 92220 ATTN: City Manager	Morongo Band of Mission Indians Cultural Heritage Department 12700 Pumarra Road Banning, CA 92220 ATTN: Raymond Huaute, Tribal Historic Preservation Officer

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

22. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this AGREEMENT. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this AGREEMENT. Should CONSULTANT breach or violate this warranty, CITY may rescind this AGREEMENT without liability.

23. THIRD PARTY BENEFICIARIES. This AGREEMENT and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this AGREEMENT.

24. INTERPRETATION. This AGREEMENT was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Riverside County. Nothing herein shall operate as a waiver of CONSULTANT's tribal sovereign immunity.

25. ENTIRE AGREEMENT. This AGREEMENT, and its Attachments, sets forth the entire understanding of the Parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

26. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this AGREEMENT with legal counsel. Accordingly, this AGREEMENT will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

27. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this AGREEMENT and to engage in the actions described herein. This AGREEMENT may be modified by written amendment with signatures of all parties to this AGREEMENT. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.

28. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this AGREEMENT, agreements ancillary to this AGREEMENT, and related documents to be entered into in connection with this AGREEMENT will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

29. FORCE MAJEURE. Should performance of this AGREEMENT be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the AGREEMENT will immediately terminate without obligation of either party to the other.

30. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

31. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear ORORits own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the AGREEMENT, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this AGREEMENT, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

32. STATEMENT OF EXPERIENCE. By executing this AGREEMENT, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the AGREEMENT in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

33. DISCLOSURE REQUIRED. (CITY and CONSULTANT initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is a "consultant" for the purposes of the California Political Reform Act because CONSULTANT's duties would require him or her to make one or more of the

governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONSULTANT employed by the CITY. CONSULTANT hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of CONSULTANT's disclosure obligations in accordance with the City's Conflict of Interest Code.

CITY Initials _____
CONSULTANT Initials _____

OR

By their initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is not a "consultant" for the purpose of the California Political Reform Act because CONSULTANT's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

CITY Initials _____
CONSULTANT Initials _____

DRAFT

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF BANNING	CONSULTANT
	By: _____
ALEJANDRO DIAZ, INTERIM CITY MANAGER	NAME:
	TITLE:

_____

By: _____

NAME:
TITLE:

ATTEST:

_____

Tax ID No.

_____

Marie A. Calderon, City Clerk

APPROVED AS TO FORM:

_____

John C. Cotti, Interim City Attorney

Two signatures are required if a corporation

DRAFT

EXHIBIT "A"
SCOPE OF WORK

I. Consultant shall perform the following Services:

a. Monitoring:
   i. CONSULTANT shall provide a designated representative to attend the pre-construction meeting and conduct a Cultural Sensitivity and Awareness Training for all Construction Personnel.
   ii. CONSULTANT shall provide Native American monitors for all required areas of ground disturbance within the 37.3 acres of the project as depicted in the attached map (see Exhibit B).
   iii. The Native American monitor(s) will be present on site during all initial ground-disturbing activities and subsequent trenching.
   iv. One (1) Native American monitor will be required for each ground-disturbing activity.

b. Coordination: City shall be the administrator of all services for the Project and shall facilitate the manner, sequence and timing of all services and the exchange of information. CONSULTANT and CLIENT shall fully cooperate with each other to facilitate the timely and proper completion of the Services, including the coordination of construction activities and scheduling on a weekly basis.
   i. City shall provide CONSULTANT with notification of any changes to construction schedules no less than 24 hours prior to the next scheduled work day start time.
   ii. Failure of City to notify CONSULTANT within the timeframe may result in the automatic billing of four (4) hours of "showing up" time.

c. Discovery of Human Remains: The City and CONSULTANT understand that California state law may apply and will take appropriate action under California Public Resources Code Section 5097.98 or successor statues. It is understood that, unless otherwise required by law, the site of any reburial of Native American human remains shall not be disclosed (California Government Code Section 6254(r)) or successor statutes.

d. Cultural Items: The City and CONSULTANT agree that release of any cultural items and artifacts encountered during the Project will be negotiated on an item-by-item basis.

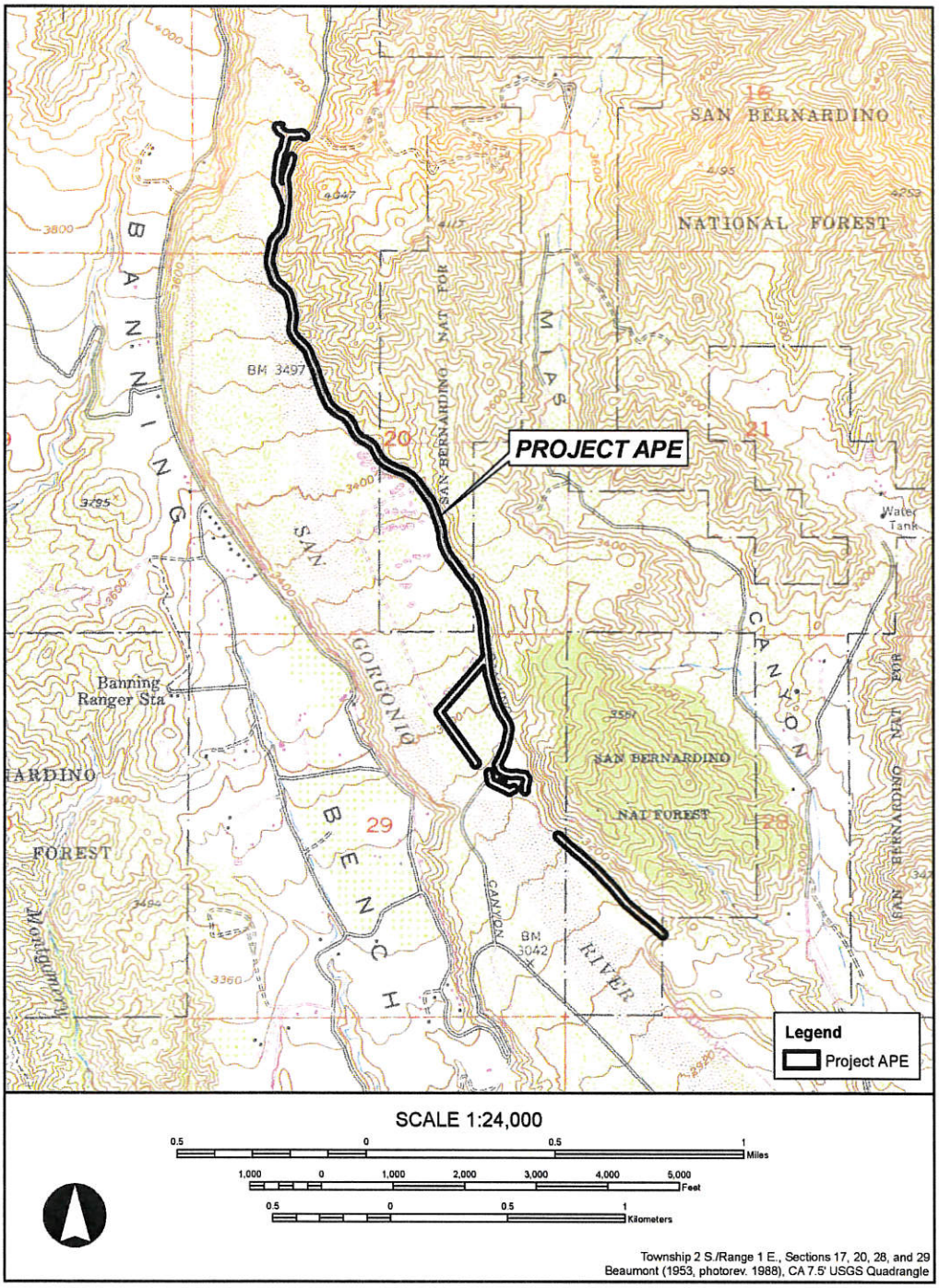
II. The City of Banning will pay the Morongo Band of Mission Indians at the rates defined below.

Services set forth above shall be compensated per the below rates:

Description	Rate	Fee
Native American Monitoring	Hourly Rate, Per Monitor	$70.00
Overtime- Native American Monitoring	Hourly Rate, Per Monitor	$105.00
Mileage	Per Mile	$0.535

DRAFT

EXHIBIT "A-1"
MAP OF PROJECT AREA OF POTENTIAL EFFECT



ATTACHMENT 3

Retrieved from:

https://www.californialandusedevelopmentlaw.com/2014/09/30/ab-52-amends-ceqa-by-creating-a-new-category-of-cultural-resources-and-new-requirements-for-consultation-with-native-american-tribes/

AB 52 Amends CEQA by Creating a New Category of Cultural Resources and New Requirements for Consultation with Native American Tribes

By Christopher Chou on September 30, 2014Posted in CEQA

On September 25, Governor Brown signed Assembly Bill No. 52, which creates a new category of environmental resources that must be considered under the California Environmental Quality Act: "tribal cultural resources." The legislation imposes new requirements for consultation regarding projects that may affect a tribal cultural resource, includes a broad definition of what may be considered to be a tribal cultural resource, and includes a list of recommended mitigation measures.

New category of resources

AB 52 adds tribal cultural resources to the categories of cultural resources in CEQA, which had formerly been limited to historic, archaeological, and paleontological resources. "Tribal cultural resources" are defined as either (1) "sites, features, places cultural landscapes, sacred places and objects with cultural value to a California Native American tribe" that are included in the state register of historical resources or a local register of historical resources, or that are determined to be eligible for inclusion in the state register; or (2) resources determined by the lead agency, in its discretion, to be significant based on the criteria for listing in the state register.

Under AB 52, a project that may cause a substantial adverse change in the significance of a tribal cultural resource is defined as a project that may have a significant effect on the environment. Where a project may have a significant impact on a tribal cultural resource, the lead agency's environmental document must discuss the impact and whether feasible alternatives or mitigation measures could avoid or substantially lessen the impact.

Consultation with tribes

Recognizing that tribes may have expertise with regard to their tribal history and practices, AB 52 requires lead agencies to provide notice to tribes that are traditionally and culturally affiliated with the geographic area of a proposed project if they have requested notice of projects proposed within that area. If the tribe requests consultation within 30 days upon receipt of the notice, the lead agency must consult with the tribe. Consultation may include discussing the type of environmental review necessary, the significance of tribal cultural resources, the significance of the project's impacts on the tribal cultural resources, and alternatives and mitigation measures recommended by the tribe.

The parties must consult in good faith, and consultation is deemed concluded when either the parties agree to measures to mitigate or avoid a significant effect on a tribal cultural resource (if such a significant effect exists) or when a party concludes that mutual agreement cannot be reached.

Mitigating adverse changes to tribal cultural resources
Mitigation measures agreed upon during consultation must be recommended for inclusion in the environmental document. AB 52 also identifies mitigation measures that may be considered to avoid significant impacts if there is no agreement on appropriate mitigation. Recommended measures include:

- preservation in place
- protecting the cultural character and integrity of the resource
- protecting the traditional use of the resource
- protecting the confidentiality of the resource
- permanent conservation easements with culturally appropriate management criteria.

Conclusion
AB 52 contains several important changes to CEQA. Environmental documents must now consider tribal cultural resources in their analyses, and additional consultation requirements may apply to certain projects. Project proponents should be aware of these new requirements, and tribes should be similarly aware of their consultation rights under the new legislation.

CITY OF BANNING
BANNING UTILITY AUTHORITY REPORT

TO: **BANNING UTILITY AUTHORITY**

FROM: **Alejandro Diaz, Interim City Manager**

PREPARED BY: **Art Vela, Public Works Director**
Luis Cardenas, Senior Civil Engineer

MEETING DATE: **October 10, 2017**

SUBJECT: **Resolution 2017-16 UA, Awarding a Professional Services Agreement to Aspen Environmental Group for Environmental Support Services for the Banning Water Canyon Pipeline Replacement Project**

RECOMMENDED ACTION:

The Banning Utility Authority adopt Resolution 2017-16 UA:

1. Awarding a Professional Services Agreement to Aspen Environmental Group of Agoura, California in the amount of $172,259 for Environmental Support Services for the Banning Water Canyon Pipeline Replacement Project.

2. Authorizing the Interim City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the project.

3. Authorizing the Interim City Manager or his designee to execute the Professional Services Agreement with Aspen Environmental Group of Agoura, CA in the amount of $172,259.

BACKGROUND:

The Banning Water Canyon Pipeline Replacement Project (Project 2016-02W) has been identified as a critical infrastructure upgrade to ensure the continued reliability of water supplies from the Banning Water Canyon. This project is part of the 2005 Water Bonds list of CIP projects.

Phase 1 of the project will replace the most vulnerable sections totaling approximately 7,600 linear feet with new 24-inch ductile iron pipe. The replacement pipe is expected to have a service life of at least 80 years.

As part of the Initial Study/Mitigated Negative Declaration (IS/MND) there were several mitigation measures identified that need to be completed before or concurrently with construction. Among the tasks that may be needed are:

1. Los Angeles Pocket Mouse Trapping Survey
2. Biosurvey of Riversidean Alluvial Fan Sage Scrub (RAFSS)
3. Biological Monitoring during Construction
4. Preparation of a Fire Prevention Plan
5. Archeological Monitoring during Construction
6. Nesting Bird Survey
7. Replanting of RAFSS
8. Replacing Vegetation in Affected Jurisdictional Areas
9. Preparation of Cultural Resources Management Plan

Staff prepared a project-specific request for proposals that was sent to On-Call Environmental Services firms shortlisted under a previous request for qualifications (RFQ). The RFQ was advertised on March 4, 2016 and closed April 4, 2016 with Council authorizing contracts to the top three rated firms at the May 10, 2016 Council meeting by adopting Resolution 2016-38. The three top-rated firms were: Dudek, Albert A Webb Associates, and Aspen Environmental Group.

Of the three shortlisted firms, two submitted proposals for this current project and the third, Albert A Webb Associates, declined citing a potential conflict of interest given that they were the lead firm that prepared the IS/MND for the Banning Water Canyon Pipeline Replacement Project.

Both Dudek and Aspen Environmental Group prepared thoughtful and professional proposals to assist the City with the needed Environmental Support Services. Given that the full scope of work will only become apparent after field investigations, both the RFP and the proposals submitted had to make reasonable assumptions about the level of effort needed. In spite of the unknowns, the two proposals were very comparable in price:

	Aspen	Dudek
Project Administration	-	$4,880
Task 1 – LAPM Trapping Survey	$14,541	$11,580
Task 2 – Biosurvey of RAFSS	$1,198	$2,190
Task 3 – Biological Monitoring during Construction	$45,430	$59,355
Task 4 – Preparation of a Fire Prevention Plan	$9,024	$7,750
Task 5 – Archeological Monitoring during Construction	$80,262	$40,650
Task 6 – Nesting Bird Survey	$4,288	$30,125
Task 7 – Replanting RAFSS	$5,087	TBD
Task 8 – Replacing Vegetation in Jurisdictional Areas	$5,087	TBD
Task 9 – Prepare Cultural Resources Management Plan	$7,342	$1,930
Totals	$172,259	$158,460

After careful evaluation, Public Works staff is recommending award of contract to Aspen Environmental Group because their proposal has fewer unknowns in terms of pricing. Aspen provided preliminary estimates for Tasks 7 and 8, while Dudek left that to be determined as the project progresses. For task 5, Aspen took a conservative approach of budgeting for Paleontological monitoring services, pending results of the Paleontological Resources Monitoring Plan. These services were not requested in the RFP and may not be needed, but if they do become necessary they can be performed without any delays to the project.

JUSTIFICATION:

To be in compliance with the findings of the IS/MND, the City will need to contract for Environmental Support Services with a qualified firm that includes the services of a Biologist, Archaeologist, and Paleontologist. Several surveys will need to be completed ahead of any ground-disturbing activities and on-going monitoring will be needed for the duration of construction of the Banning Water Canyon Pipeline Replacement Project, which is estimated at 70 working days.

Aspen Environmental Group was among the top three rated firms in an RFQ completed in 2016 out of a total of fourteen firms that submitted proposals. Out of the two proposals received for this project-specific RFP, Aspen Environmental Group submitted a price-competitive and thorough proposal.

FISCAL IMPACT:

The Professional Services Agreement with Aspen Environmental Group for Environmental Support Services for the Banning Water Canyon Pipeline Replacement Project in the amount of $172,259 will be funded by the 2005 Water Bonds (Refinanced in 2015) with account number 663-6300-471.95-10. Current balance for this account has been verified by the Finance Department to be slightly over $3,000,000.

Payment will be for actual work performed, on an hourly basis, and the amount requested for the PSA is an estimate of the level of effort that will be required under a worst-case scenario. For this reason, no additional contingency funds are being requested and it is anticipated that the final compensation will be lower than the budgeted amount.

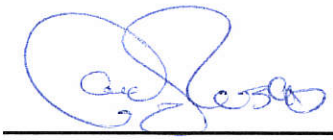
OPTIONS:

1. Adopt Resolution 2017-16 UA.
2. Reject Resolution 2017-16 UA and provide alternative direction. Delays in awarding a contract for Environmental Support Services may cause the project to be delayed by up to a year if seasonally-dependent biological surveys are not completed in time.

ATTACHMENTS:

1. Resolution 2017-16 UA
2. RFP sent to on-call Environmental firms
3. Proposal from Aspen Environmental Group
4. Professional Services Agreement

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

RESOLUTION 2017-16 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT TO ASPEN ENVIRONMENTAL GROUP OF AGOURA, CA FOR ENVIRONMENTAL SUPPORT SERVICES FOR THE BANNING WATER CANYON PIPELINE REPLACEMENT PROJECT IN THE AMOUNT OF $172,259.

WHEREAS, the Banning Water Canyon Pipeline Replacement Project has been identified as a critical infrastructure need and part of the 2005 Water Bonds list of CIP projects; and

WHEREAS, Environmental Support Services are required to complete the Banning Water Canyon Pipeline Replacement Project and be in compliance with the findings of the IS/MND; and

WHEREAS, staff solicited proposals from three pre-qualified firms and received two price-competitive proposals; and

WHEREAS, Public Works staff carefully evaluated the proposals and determined that Aspen Environmental Group provided the more thorough and best-value proposal; and

WHEREAS, the requested budget of $172,259 will be funded by 2005 Water Bonds proceeds.

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

SECTION 1. The Banning Utility Authority adopts resolution 2017-16 UA awarding a Professional Services Agreement to Aspen Environmental Group in the amount of $172,259 for Environmental Support Services.

SECTION 2. The Interim City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement.

SECTION 3. The Interim City Manager is authorized to execute the Professional Services Agreement with Aspen Environmental Group of Agoura, CA in the amount of $172,259.

PASSED, APPROVED AND ADOPTED this 10th day of October, 2017.

George Moyer, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

John C. Cotti, Interim City Attorney
Jenkins & Hogin, LLP

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-16 UA, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of October, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

CITY OF BANNING
PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSAL (RFP)
ENVIRONMENTAL SUPPORT SERVICES

Release Date: August 30, 2017

Due Date: September 12, 2017 (by 4:00 p.m.)

Contact Person: Holly Stuart, Management Analyst
Phone: (951) 922-3138
E-mail: hstuart@ci.banning.ca.us

I. PROJECT SPECIFIC PROPOSAL

An existing potable water transmission main along the bank of the San Gorgonio River (an ephemeral stream) has reached the end of its useful life and will be abandoned in place and replaced with a new 24" ductile iron pipe. The various segments of Phase 1 total approximately 7,300 feet and construction duration is estimated at 70 working days, with work anticipated to start in Fall 2017. In support of the construction activities, the City needs the services of a qualified Biologist to conduct biological surveys and trappings ahead of construction, as well as monitoring for the duration of construction. Additionally, a qualified Archaeologist is needed to prepare a Paleontological Resources Mitigation Plan (PRMP) ahead of construction as well as monitoring for the duration of construction and preparation of a Cultural Resources Management Plan if cultural resources are found.

The scope of work includes the following tasks:

1. Trapping survey of Los Angeles Pocket Mouse (LAPM) before the end of October 2017 in Segment 8. See the attached pipeline plans and segment exhibit for location reference. Required methods are described in the attached Mitigation Monitoring and Reporting Program (MMRP). Refer to mitigation measure BIO-1.
2. Biosurvey prior to ground disturbance to identify Riversidean Alluvial Fan Sage Scrub (RAFSS) that may need to be removed and replanted after construction in Segment 8. Refer to mitigation measures BIO-1 and BIO-5 in the MMRP. Perform the replanting or provide a subcontractor qualified to perform this work.
3. Monitoring of open trenches by a qualified biologist during construction and assist with relocating LAPM that may fall in.

4. Prepare a fire prevention plan per mitigation measure HAZ-1 prior to start of construction.
5. Monitoring by a qualified archaeologist during all ground-disturbing activities and preparation of a PRMP before start of construction. Refer to mitigation measures CR-3 and CR-4.

Additional optional tasks that could be needed depending on field conditions:

6. Nesting Bird Survey – may be necessary if project delays cause the construction activities to overlap with the start of nesting season. Refer to mitigation measure BIO-4 in the MMRP.
7. Replanting of RAFSS if any are identified for removal in Segment 8 after construction is completed in this segment. Refer to mitigation measure BIO-5 in the MMRP.
8. Replacing impacted vegetation, if any, associated with various jurisdictional areas. Refer to mitigation measure BIO-6 in the MMRP and the Pipeline Design Plans.
9. Preparation of a Cultural Resources Management Plan (CRMP) in consultation with the Morongo Band of Mission Indians if cultural resources are found during project construction. Refer to mitigation measure CR-1.

Note that not all mitigation measures in the MMRP apply to Phase 1 of the project. Phase 2 of the project is currently deferred. Permits associated with mitigation measure BIO-6 are already in the process of being secured and no additional services are anticipated under this RFP. Tribal monitoring and cultural sensitivity training identified in the Cultural Resources mitigation measures will be handled under a separate agreement between the City of Banning and the Morongo tribe. The geotechnical report and design recommendations associated with GEO-1 and GEO-2 have already been completed.

II. SUBMITTAL INSTRUCTIONS

Proposals shall be accepted until September 12, 2017 at 4:00 p.m. via email:

Holly Stuart, Management Analyst – hstuart@ci.banning.ca.us

The project specific proposal package shall include the described services, requirements, compensation, and schedule as organized in Exhibit's "A" through "D" of the City's standard professional services agreement. Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size which excludes index/table of contents, tables, charts and graphic exhibits. The services shall include among other things:

a. Proposal – The proposal shall be signed by the highest company executive who can bind the company in contractual services. The proposal shall include a list of key individuals involved in the firm with regard to the scope of work requested by the City.

b. Organization and Staffing – Provide information showing all proposed staff assignments and sub-consultants including their relationships with the proposed work. Identify the Project Leader who will be the day-to-day contact for the services; and, other personnel assigned to perform the required work for design services. The Consultant will provide personnel to act independently in accomplishing work for the City.

c. Proposed Fee Schedule – Provide a statement of hourly rates for all proposed classifications, including rates for sub-consultants, if any, as well as any proposed percentage mark-up of reimbursable expenses.

d. Service/Project Approach and Understanding – Discussion of how the Project Leader will manage the work and prepare documentation for approval by the City including interaction with the City's Project Manager. Also, provide discussion on Consultant and sub-consultant team approach and organization necessary to complete the process; and, outline quality control measures to ensure delivery of quality product on time and within budget.

III. SUBCONTRACTING

The Consultant may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. Unless a specific subcontractor is listed by Consultant, Consultant is representing to City that Consultant has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of the project specific proposal, the Consultant shall not award work to any unlisted subcontractor(s) without prior written approval of the City. The Consultant shall be fully responsible to the City for the performance of his/her subcontractors, and of persons either directly or indirectly employed by them.

Nothing contained herein shall create any contractual relation between any subcontractor and the City.

IV. CONSULTANT COMPENSATION

Proposer shall provide a project specific scope and a "not to exceed fixed fee" for services and submit the Price Proposal Form (Attachment 1). Proposal shall also include a breakdown showing anticipated labor hours for each staff member per individual task. The selected Consultant will be asked to enter into a "not to exceed" agreement prior to the issuance of the notice to proceed and required to provide insurance naming the City of Banning as additional insured. Payment will be for actual work performed, as not all tasks may be needed based on field conditions.

V. CITY DISCLAIMER

The City reserves the right to reject any or all proposals, to waive any informality in any proposal, and to select the qualifications that best meet the City needs. The City also reserves the right to reduce or revise elements of the scope of services, or to amend or modify the contractual requirements, or to negotiate with any qualified consultant.

No representation is made that any contract will be awarded pursuant to this RFP. In no way shall a contract be viewed as an exclusive contract in any way. The City reserves the right to retain additional consultants as necessary to satisfy the needs of the City. All costs incurred in the preparation of the proposal, in the submissions of additional information and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the proposed firm. Information submitted to the City in response to this RFP will become the property of the City of Banning and will not be returned.

VI. STANDARD CONTRACT

The Consultant shall be willing to enter into an agreement attached as Attachment 2 and comply with the City's insurance requirements as indicated in the agreement.

VII. ATTACHMENTS:

1. Pricing Proposal Form
2. Agreement and Insurance Requirements
3. Pipeline Design Plans
4. Project Segments – Biological Resources Exhibit
5. Habitat Assessment Analysis
6. MMRP

ATTACHMENT 1

(Pricing Proposal Form)

PRICING PROPOSAL FORM

Provide hourly rates, along with pricing in accordance with the City's current requirements, as set forth in the Scope of Work. **[Also provide your firm's proposed Staffing Plan (subtasks, employee classification, hourly rate, hours assigned and total cost) on a separate sheet of paper.]** Proposer should use a separate form to state pricing for any added value.

	Task	Total Cost
1.	LAPM Trapping Survey	$
2.	Biosurvey of RAFSS	$
3.	Biological Monitoring during Construction	$
4.	Fire Prevention Plan	$
5.	Archeological Monitoring during Construction	$
6.	Nesting Bird Survey	$
7.	Replanting RAFSS	$
8.	Replacing Vegetation in Jurisdictional Areas	$
9.	Prepare Cultural Resources Management Plan	$

A. Total proposal amount in written form (tasks 1-5):

_____

B. Optional tasks (6-9):

_____

C. Other recommended tasks not identified in RFP:

_____

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for

Los Angles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Consultant shall provide a separate rate schedule identifying staff members' hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, etc.

Employee	Hourly Rate	Hours worked	Total Cost
	$		$
	$		$
	$		$
	$		$
	$		$
	$		$

ATTACHMENT 2

(Sample Agreement and Insurance Requirements)

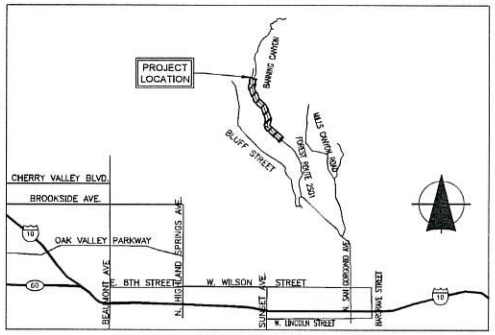
ATTACHMENT 3

(Pipeline Design Plans)

CITY OF BANNING

WATER CANYON MAIN REPLACEMENT PHASE 1
PROJECT NO. 2016-02W
AUGUST, 2017

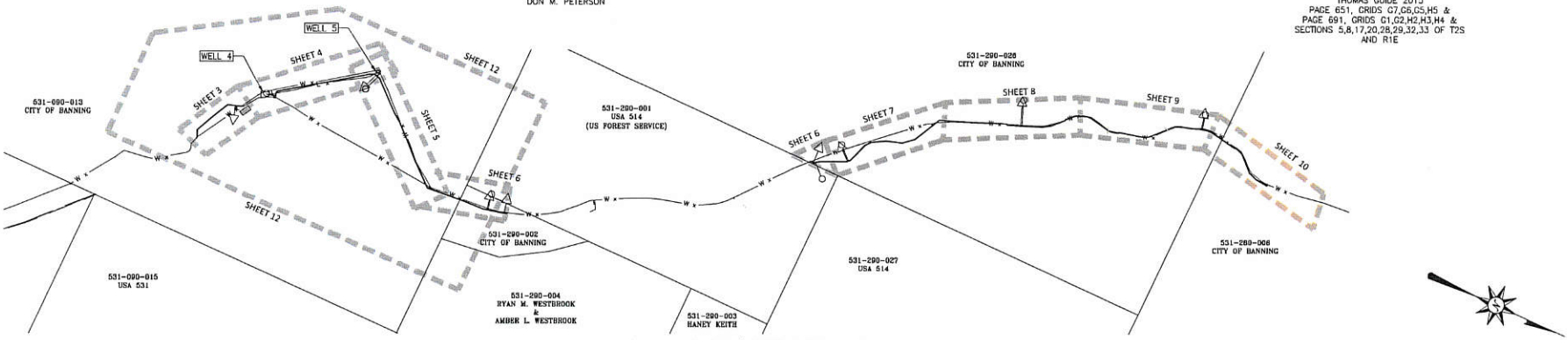
Proud History
Prosperous Tomorrow



VICINITY MAP
NOT TO SCALE
THOMAS GUIDE 2015
PAGE 651, GRIDS G7,G6,G5,H5 &
PAGE 691, GRIDS G1,G2,H2,H3,H4 &
SECTIONS 5,8,17,20,28,29,32,33 OF T2S
AND R1E

CITY OF COUNCIL MEMBERS
GEORGE MOYER – MAYOR
DEBBIE FRANKLIN – MAYOR PRO TEM
ART WELCH
DANIELA ANDRADE
DON M. PETERSON

DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
ARTURO C. VELA JR., P.E.



LOCATION MAP/SHEET INDEX MAP
SCALE: 1" = 400'

INDEX

1. VICINITY MAP AND INDEX MAP
2. GENERAL NOTES, LEGEND, AND MATERIALS LIST
3. PLAN AND PROFILE STA. 122+00 TO STA. 128+00
4. PLAN AND PROFILE STA. 128+00 TO STA. 139+00
5. PLAN AND PROFILE STA. 139+00 TO STA. 150+00
6. PLAN AND PROFILE STA. 150+00 TO 155+37 &
   PLAN AND PROFILE STA. 180+95 TO 183+00
7. PLAN AND PROFILE STA. 183+00 TO 194+00
8. PLAN AND PROFILE STA. 194+00 TO 205+00
9. PLAN AND PROFILE STA. 205+00 TO 216+00
10. PLAN AND PROFILE STA. 216+00 TO 221+25
11. CONNECTION DETAILS
12. WELL 4 AND WELL 5 OVERVIEW

AERIAL SURVEY
THE AERIAL SURVEY WAS FLOWN BY INLAND AERIAL SURVEYS INC. ON FEB, 21st 2007.

BENCHMARK
RIVERSIDE COUNTY BM #603-91-68
NGS PID #DX1081 (POINT #108)

BRASS DISK SET IN CONCRETE POST
ELEV. = 2242.57', NAVD 88

1.0 MILES EAST ALONG THE SOUTHERN PACIFIC RAILROAD FROM SAN GORGONIO AVE. IN BANNING 7 POLES EAST OF MILE POST MARKER #569, 41 FT. NORTH OF THE NORTH RAIL OF THE RAILROAD, 4 FT. EAST OF A TELEGRAPH POLE NO NUMBER, 1 FT. WEST OF MARKER POST SET A STANDARD BRASS DISK IN CONCRETE POST 4 IN. ABOVE GROUND.

NGS BM #H 1311 (PID #DX3597) (POINT #110) ELEV. = 2364.82', NAVD 88

IN BANNING, AT THE CROSSING OF THE SOUTHERN PACIFIC RAILROAD AND 8TH STREET, IN THE NORTHEAST END OF THE ABUTMENT OF A RAILROAD BRIDGE, 4.8 M (15.7 FT.) NORTH OF THE NORTH RAIL, 0.9 M (3.0 FT) WEST OF THE EAST END OF THE BRIDGE. THE MARK IS 0.3 M BELOW THE RAILROAD.

ELEVATIONS WERE ADJUSTED BY HOLDING THE AVERAGE DIFFERENCE BETWEEN THE TWO BENCHMARKS BY 0.06'.

BASIS OF BEARING
GRID NORTH PER CALIFORNIA COORDINATE SYSTEM, CCS 83, ZONE 6.

BASIS OF COORDINATES
AUTONOMOUS SPC 83, ZONE 6, MAPPING PLANE

IMPLEMENTING FACILITIES
NONE

BID SET NOT FOR CONSTRUCTION

Underground Service Alert
Call:TOLL FREE
1-800
227-2600
TWO WORKING DAYS BEFORE YOU DIG

MARK	REVISIONS	APPR.	DATE

SEAL – ENGINEER

PREPARED UNDER THE SUPPERVISION OF: SIMING ZHANG
REGISTERED CIVIL ENGINEER NO. C-60156 DATE:
APPROVED BY: ARTURO C. VELA
CITY ENGINEER, R.C.E. C-75696 DATE:
CITY OF BANNING

ALBERT A. WEBB ASSOCIATES
ENGINEERING CONSULTANTS
3788 McCRAY STREET
RIVERSIDE CA. 92506
PH. (951) 686-1070

SCALE: HORIZ: 1" = 40' VERT: 1" = 8'
DATE: AUGUST 2017
DRAWN BY: RP
DESIGNED BY: RP
CHECKED BY: SZ

PREPARED FOR:
CITY OF BANNING
COUNTY OF RIVERSIDE
CALIFORNIA

BANNING WATER CANYON MAIN REPLACEMENT PHASE 1 PROJECT
TITLE SHEET
VICINITY MAP AND INDEX MAP

W.O. NO. 2016-0132
SHEET 1 OF 12
MAP FILE NO.

G:\2016\16-0132\DRAWINGS\PLAN SHEETS\16-0132-01-WT-TITLE.DWG 7/28/2017 9:58:02 AM

GENERAL NOTES:

1. WATER LINE INSTALLATION SHALL BE IN ACCORDANCE WITH THE CITY OF BANNING WATER DEPARTMENT STANDARD DRAWINGS AND SPECIFICATIONS UNLESS HEREIN OTHERWISE SHOWN OR SPECIFIED.
2. ALL MATERIAL, TESTING AND INSPECTION OF PIPE SHALL BE IN CONFORMITY WITH THE REQUIREMENTS OF THE CITY OF BANNING WATER DEPARTMENT AND THE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARD.
3. THERE SHALL BE A MINIMUM FOUR FEET (4') OF COVER OVER THE TOP OF THE PIPE, UNLESS OTHERWISE SHOWN.
4. DUCTILE IRON PIPE SHALL BE CLASS 250 MINIMUM.
5. PRIOR TO CONSTRUCTION OF PIPE LINE, CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AND VERIFY THEIR HORIZONTAL LOCATIONS AND VERTICAL ELEVATIONS.
6. ALL VALVES AND OTHER APPURTENANCES SHALL BE TURNED ON/OFF AND OPERATED BY CITY OF BANNING, WATER DEPARTMENT EMPLOYEES ONLY.
7. ALL USES OF WATER DURING CONSTRUCTION WILL REQUIRE AN APPROVED BACKFLOW DEVICE UNLESS SPECIFIED DIFFERENTLY BY CITY OF BANNING, THE WATER DEPARTMENT. (AIR GAP, RP, DC OR ETC.)
8. PIPE PROFILE ELEVATIONS ARE TO FLOWLINE (FL) OR INVERT (IE) OF THE PIPE.
9. AIR VALVES SHALL BE INSTALLED IN ACCORDANCE WITH STANDARD DRAWING W-15
10. STATIONING FOR ALL PIPE IS PIPELINE STATIONING UNLESS OTHERWISE NOTED.
11. WARNING TAPE FOR THE WATER PIPING SHALL BE INSTALLED A MINIMUM OF 3 INCHES WIDE AND SHALL RUN CONTINUOUSLY FOR THE ENTIRE LENGTH OF ALL PIPELINE. THE WARNING TAPE SHALL BE BLUE IN COLOR WITH THE WORDS "CAUTION – POTABLE WATERLINE" IMPRINTED IN MINIMUM 1 INCH HIGH LETTERS BLACK IN COLOR. PRINTING SHALL BE CONTINUOUS AND PERMANENT. WARNING TAPE SHALL BE INSTALLED DIRECTLY ON THE TOP OF THE PIPE LONGITUDINALLY AND CENTERED. THE TAPE SHALL BE FASTENED TO EACH PIPE LENGTH BY PLASTIC TAPE NO MORE THAN 10 FEET APART. WARNING TAPE SHALL BE APPROVED BY THE CITY OF BANNING PRIOR TO INSTALLATION.
12. ALL WATER VALVE BOX COVERS SHALL BE MARKED "POTABLE WATER" AND SHALL BE PAINTED BLUE.
13. APPROVAL BY THE CITY OF BANNING IMPLIES NO PERMISSION OTHER THAN THAT WITHIN THE CITY'S JURISDICTION. ALL PERMITS REQUIRED BY LAW AND NOT ALREADY OBTAINED BY THE CITY SHALL BE ACQUIRED BY THE CONTRACTOR. REQUIREMENTS OF THE CITY OF BANNING SHALL TAKE PRECEDENCE OVER REQUIREMENTS OF OTHER AGENCIES ONLY WHERE THE CITY OF BANNING REQUIREMENTS ARE MORE STRINGENT.
14. THE PROPOSED WORK SHALL BE SUBORDINATED TO ANY OPERATIONS THE CITY OF BANNING MAY CONDUCT AND SHALL BE COORDINATED WITH SUCH OPERATIONS AS DIRECTED BY THE CITY OF BANNING.
15. LINEAR FEET OF PIPE SHOWN ON DRAWINGS ARE HORIZONTAL MEASUREMENTS AND EXTEND THROUGH VALVES, BENDS AND OTHER APPURTENANCES.
16. CONTRACTOR SHALL PROTECT ALL EXISTING IMPROVEMENTS IN PLACE. SAID EXISTING IMPROVEMENTS SHALL INCLUDE BUT NOT LIMITED TO PIPES, BERMS, DITCHES, DRIVEWAY, FENCES, MANHOLES, AIR VALVES, FIRE HYDRANTS AND OTHER APPURTENANCES.
17. ONLY EXISTING UTILITY MAINLINE FACILITIES ARE SHOWN ON THE CONSTRUCTION DRAWINGS. CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES FOR LOCATION AND DEPTH OF ALL FACILITIES INCLUDING SERVICES. CONTRACTOR SHALL LOCATE ALL UTILITIES AND INDIVIDUAL SERVICES AND EXPOSE SAME AT LEAST FIVE DAYS PRIOR TO START OF CONSTRUCTION TO ALLOW CITY OF BANNING ENOUGH TIME TO MODIFY THE DESIGN IN CASE OF UTILITY CONFLICT. ALL UTILITIES AND INDIVIDUAL SERVICES SHALL BE PROTECTED IN PLACE.
18. A PRE-CONSTRUCTION MEETING BETWEEN THE CITY OF BANNING AND CONTRACTOR(S) SHALL BE HELD PRIOR TO COMMENCEMENT OF ANY WORK.
19. MINIMUM VERTICAL SEPARATION BETWEEN THE WATERLINE AND EXISTING UTILITIES, SHALL BE 1 FOOT MINIMUM, UNLESS OTHERWISE APPROVED BY THE CITY OF BANNING.
20. DUCTILE IRON PIPE SHALL BE PUSH ON JOINTS AND THE JOINTS RESTRAINED LIMITS ARE SHOWN ON DRAWINGS. AT LOCATIONS WHERE THE JOINTS ARE LABELED WITH "PULL THRU JOINTS", THE CONTRACTOR SHALL DISTRIBUTE THE SHOWN DEFLECTION ANGLE AMONG NEARBY JOINTS TO MAKE CERTAIN THAT NO JOINTS EXCEED 80% OF THE MANUFACTURER'S RECOMMENDED JOINT DEFLECTION.
21. DUCTILE IRON PIPE SHALL BE CEMENT MORTAR LINED PER AWWA C104\21.4 AS MINIMUM REQUIREMENTS.
22. DUCTILE IRON PIPE SHALL BE POLYETHYLENE ENCASED WITH V-BIO ENHANCED WRAP PER AWWA C105\21.5 AND SPECIFICATIONS AS MINIMUM REQUIREMENTS.
23. DUCTILE FITTINGS – SHALL BE PER AWWA C111\21.10 WITH SAME INTERIOR LINING AND EXTERNAL CORROSION PROTECTION WITH V-BIO WRAPPING, WHERE NOT POSSIBLE, COATED WITH A MASTIC (KOP-COAT BITUMASTIC 50, TAPECOAT TC MASTIC), COAL TAR EPOXY (KOP-COAT 300 M OR TNEMEC 46-413), OR EQUIVALENT. ELBOWS AND STANDARD BENDS SHALL BE MECHANICAL JOINTS EXCEPT WHERE SHOWN DIFFERENT ON PLANS.
24. VALVES SHALL BE FLANGED AND CONNECTED TO PROPOSED PIPELINE WITH FL x MJ ADAPTOR UNLESS SPECIFIED OTHERWISE ON PLANS.
25. ALL FIRE HYDRANTS SHALL BE 6" WET BARREL COMMERCIAL TYPE AND PER CITY STANDARD W-18 CONNECTED TO THE BOTTOM OF THE MAINLINE PER CITY STANDARD W-18.

NOTES:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPE OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO CONFLICTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT UTILITIES SHOWN AND ANY OTHER UTILITIES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. CONTRACTOR, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENTS SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

ABBREVIATIONS

ABAN. ..... ABANDONED
ASSY. ..... ASSEMBLY
A/V ..... AIR VACUUM RELIEF VALVE
AWWA ..... AMERICAN WATER WORKS ASSOCIATION
BFV ..... BUTTERFLY VALVE
BO ..... BLOW OFF
B.O.P. ..... BOTTOM OF PIPE
BOT ..... BOTTOM
CDF ..... CONTROLLED DENSITY FILL
CMP ..... CORRUGATED METAL PIPE
℄ ..... CENTERLINE
CL. ..... CLASS
CML ..... CEMENT MORTAR LINED
D.I. ..... DUCTILE IRON
DIA ..... DIAMETER
DWG ..... DRAWING
ECC ..... ECCENTRIC
EX. ..... EXISTING
F.L. ..... FLOW LINE
FBEL ..... FUSION BONDED EPOXY LINED
FH ..... FIRE HYDRANT
F/FLG ..... FLANGED
FO ..... FIBER OPTIC
FXF ..... FLANCE X FLANGE
GV ..... GATE VALVE
GA ..... GAUGE/GAGE
H.P.I. ..... HORIZONTAL POINT OF INFLECTION
HYD ..... HYDRANT
LB. ..... POUND
LT. ..... LEFT
MIN. ..... MINIMUM
MJ ..... MECHANICAL JOINT
NO ..... NUMBER
NTS ..... NOT TO SCALE
O.D. ..... OUTSIDE DIAMETER
OP. ..... OUTSIDE PAINTED
PE-E ..... POLYETHYLENE ENCASED
PCC ..... PORTLAND CEMENT CONCRETE
PVC ..... POLYVINYL CHLORIDE
PZ ..... PRESSURE ZONE
R/W ..... RIGHT OF WAY
RSGV ..... RESILIENT SEAT GATE VALVE
RT. ..... RIGHT
SQ. ..... SQUARE
STD. ..... STANDARD
STA. ..... STATION
STL. ..... STEEL
SD ..... STORM DRAIN
TELE ..... TELECOMMUNICATIONS
T.O.P. ..... TOP OF PIPE
TYP. ..... TYPICAL
V.P.I. ..... VERTICAL POINT OF INFLECTION
WSP ..... WELDED STEEL PIPE
WT ..... WEIGHT
WTR ..... WATER
XING ..... CROSSING

MATERIAL LIST:

DESCRIPTION	QUANTITY
24" CML/PE-E (CL. 250) D.I. PIPELINE W/ V-BIO ENHANCEMENT	7,603 L.F.
16" CML/PE-E (CL. 250) D.I. PIPELINE W/ V-BIO ENHANCEMENT	62 L.F.
12" CML/PE-E (CL. 250) D.I. PIPELINE W/ V-BIO ENHANCEMENT	45 L.F.
6" CML/PE-E (CL. 250) D.I. PIPELINE W/ V-BIO ENHANCEMENT	45 L.F.
24" DIA. BUTTERFLY VALVE	8 EA.
16" DIA. BUTTERFLY VALVE	2 EA.
14" DIA. BUTTERFLY VALVE	1 EA.
12" DIA. BUTTERFLY VALVE	1 EA.
6" DIA. RSGV	3 EA.
6" DIA. BO/HYD. WET BARREL PER CITY STD. W-18	7 EA.
3" DIA. A/V PER CITY STD. W-15	8 EA.
24"-45° D.I. ELBOW	11 EA.
24"-22.5° D.I. ELBOW	20 EA.
24"-11.25° D.I. ELBOW	21 EA.
16"-90° D.I. ELBOW	1 EA.
16"-45° D.I. ELBOW	2 EA.
14"-90° D.I. ELBOW	1 EA.
12"-45° D.I. ELBOW	1 EA.
24"x18" D.I. REDUCER	2 EA.
24"x16" D.I. REDUCER	2 EA.
24"x14" D.I. REDUCER	1 EA.
12"x8" D.I. REDUCER	1 EA.
24"X24"X18" D.I. TEE	1 EA.
24"X24"X12" D.I. TEE	1 EA.
24"X24"X6" D.I. TEE	3 EA.
24"X24"X8" D.I. TEE	1 EA.
24"X24" D.I. WYE	2 EA.
8"-90° L. RADIUS CML/C STL. BEND, 10 GA. MIN.	1 EA.
8" CML/C STL. PIPE, 10 GA. MIN.	10 L.F.
24" DIA. D.I. BLIND FLANGE	3 EA.

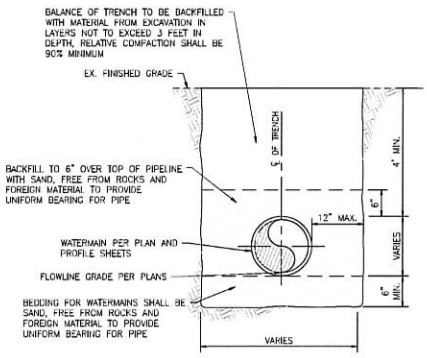
MATERIALS NOTE: QUANTITIES ARE APPROXIMATE, BIDDERS ARE RESPONSIBLE TO VERIFY ACTUAL QUANTITIES FROM THE DETAILS AND DESIGN

NOTIFICATIONS:

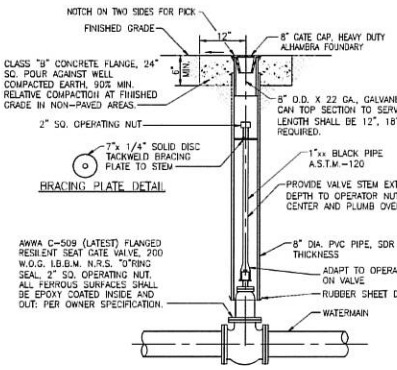
1. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCIES AT LEAST FIVE (5) WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION:
   A. CITY OF BANNING PUBLIC WORKS (951) 922-3142
   B. UNDERGROUND SERVICE ALERT (USA) 800-422-4133
   C. ALL PERMIT AGENCIES
   D. ALL OTHER AFFECTED AGENCIES:
2. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AT LEAST FIVE (5) DAYS PRIOR TO COMMENCING CONSTRUCTION:
   A. SOUTHERN CALIFORNIA EDISON COMPANY (USA) 800-422-4133
   B. FOUR CORNERS PIPELINE COMPANY – DAVE ANDERSON (310) 428-9454
   C. SOUTHERN PACIFIC TRANSPORTATION COMPANY – JOHN IVANUSICH (213) 780-6957
   D. RIVERSIDE COUNTY FLOOD CONTROL – (USA) 800-422-4133
   E. FRONTIER – (USA) 855-757-7328
   F. SPECTRUM – (USA) 811
   G. PALMER CABLEVISION – (USA) 800-422-4133
   H. SOUTHERN CALIFORNIA GAS COMPANY – (USA) 800-422-4133

LEGEND

PROPOSED WATER PIPELINE
RIGHT-OF-WAY
EASEMENTS AS INDICATED ON DRAWINGS
AIR VALVE
BLOW OFF HYDRANT
FXF BUTTERFLY VALVE
RESILIENT SEAT GATE VALVE
EX. CONTOUR LINES
EX. WATER LINE (SIZE AS NOTED)
EX. EDGE OF PAVEMENT (EOP)
EX. TELEPHONE LINE
EX. GAS LINE
EX. ELECTRIC LINE
EX. ELECTRIC OVERHEAD LINE
EX. POWER POLE
EX. FENCE
STREET CENTERLINE
PROPERTY LINE
(XXX.X±) B.O.P./T.O.P. POTHOLED UTILITY (IN PROFILE)
STAGING AREA



TYPICAL TRENCH DETAIL
NOT TO SCALE



VALVE CAN/APRON INSTALLATION DETAIL
NOT TO SCALE

BID SET NOT FOR CONSTRUCTION

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Underground Service Alert
Call:TOLL FREE 1-800 227-2600
TWO WORKING DAYS BEFORE YOU DIG

MARK	REVISIONS	APPR.	DATE

SEAL – ENGINEER

PREPARED UNDER THE SUPPERVISION OF: SIMING ZHANG
REGISTERED CIVIL ENGINEER NO. C-60156 DATE:
APPROVED BY: ARTURO C. VELA
CITY ENGINEER, R.C.E. C-75696 DATE:
CITY OF BANNING

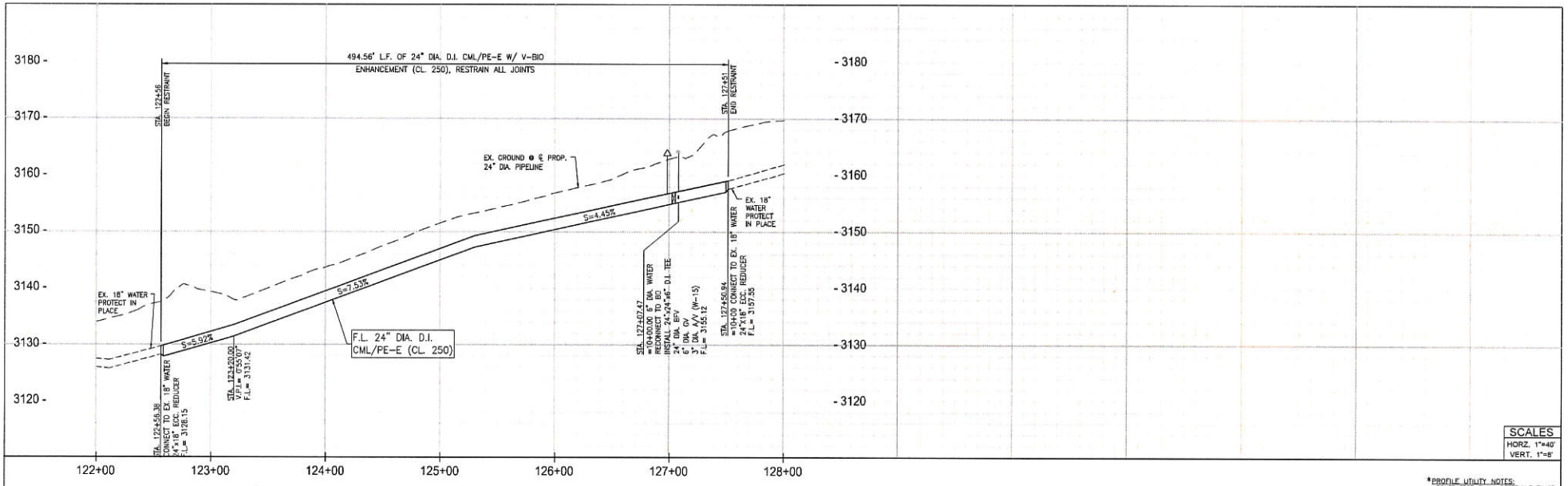
ALBERT A. WEBB ASSOCIATES
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PH. (951) 686-1070

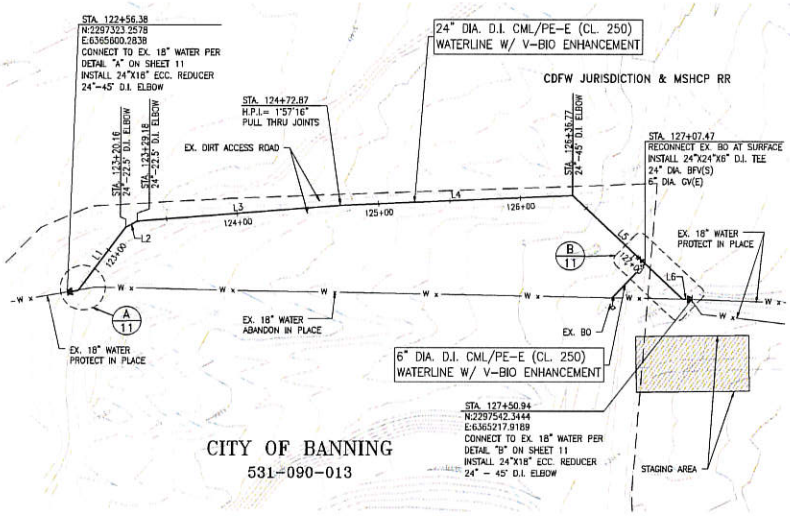
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DATE: AUGUST 2017
DRAWN BY: HP
DESIGNED BY: RP
CHECKED BY: SZ

PREPARED FOR:
CITY OF BANNING
COUNTY OF RIVERSIDE
CALIFORNIA

BANNING WATER CANYON MAIN REPLACEMENT PHASE 1 PROJECT
TITLE SHEET
GENERAL NOTES, LEGEND, AND MATERIALS LIST

W.O. NO. 2016-0132
SHEET 2 OF 12
MAP FILE NO.





LINE TABLE		
LINE #	BEARING	LENGTH
L1	S65°47'56"W	55.93
L2	N89°44'42"W	9.02
L3	N65°17'44"W	143.69
L4	N63°20'28"W	163.80
L5	N17°19'16"W	107.41
L6	N61°16'12"W	6.78

*PROFILE UTILITY NOTES:
• CONTRACTOR SHALL DETERMINE EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.



BID SET NOT FOR CONSTRUCTION

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MARK	REVISIONS	APPR.	DATE

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CITY ENGINEER, R.C.E. C-75696 CITY OF BANNING DATE:

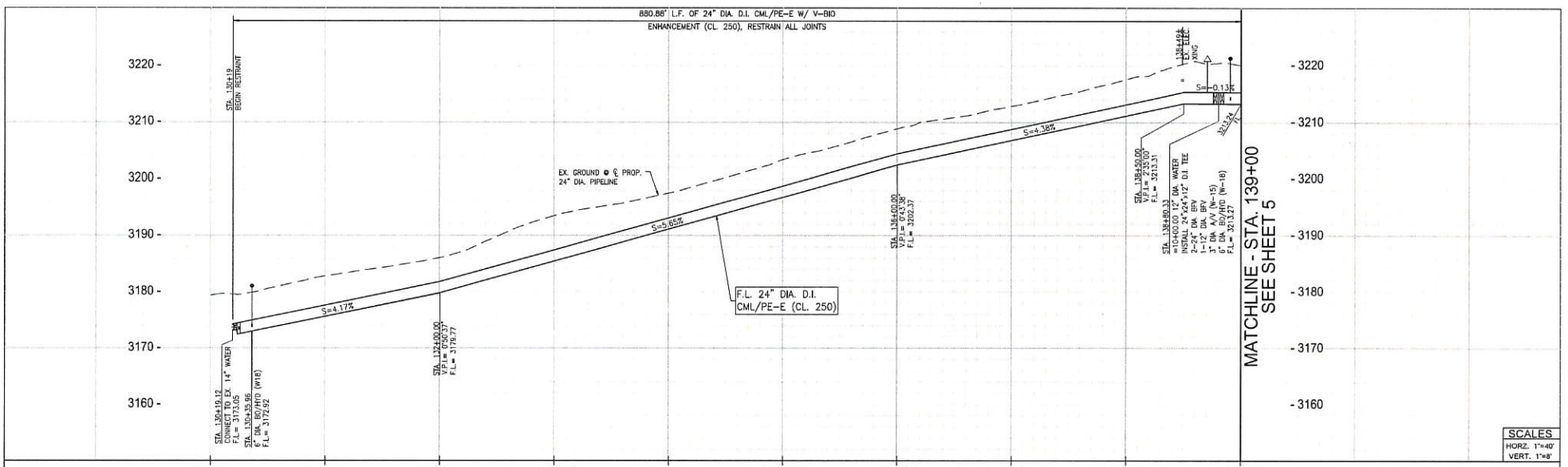
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PREPARED FOR:
CITY OF BANNING
COUNTY OF RIVERSIDE
CALIFORNIA

BANNING WATER CANYON MAIN REPLACEMENT PHASE 1 PROJECT
PLAN AND PROFILE
STA. 122+00 TO STA. 128+00

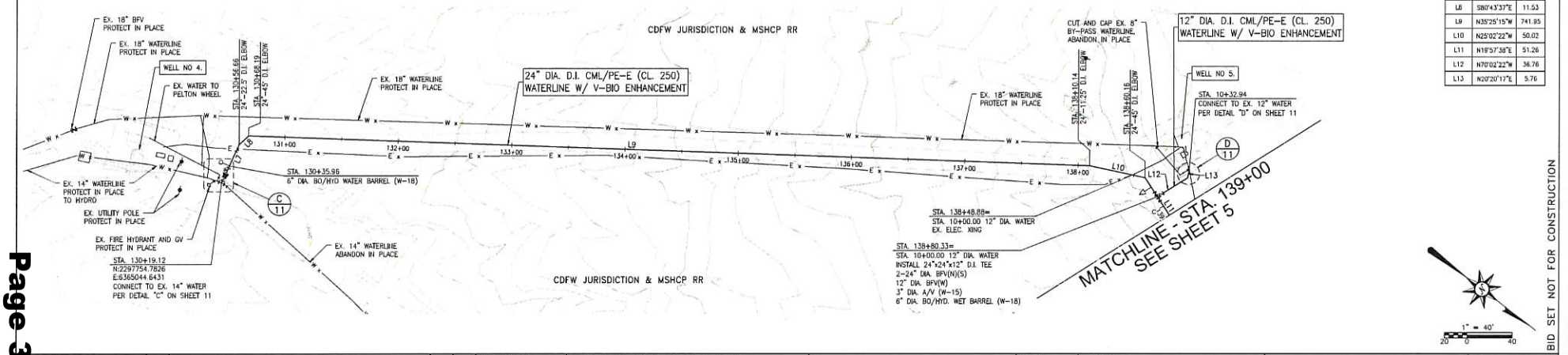
W.O. NO. 2016-0132
SHEET 3 OF 12
MAP FILE NO.



SCALES
HORZ. 1"=40'
VERT. 1"=8'

*PROFILE UTILITY NOTES:
• CONTRACTOR SHALL DETERMINE EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

LINE TABLE		
LINE #	BEARING	LENGTH
L7	S76°46'23"W	37.55
L8	S80°43'37"E	11.53
L9	N35°25'15"W	741.95
L10	N25°02'22"W	50.02
L11	N19°57'38"E	51.26
L12	N70°02'22"W	36.76
L13	N20°20'17"E	5.76



BID SET NOT FOR CONSTRUCTION

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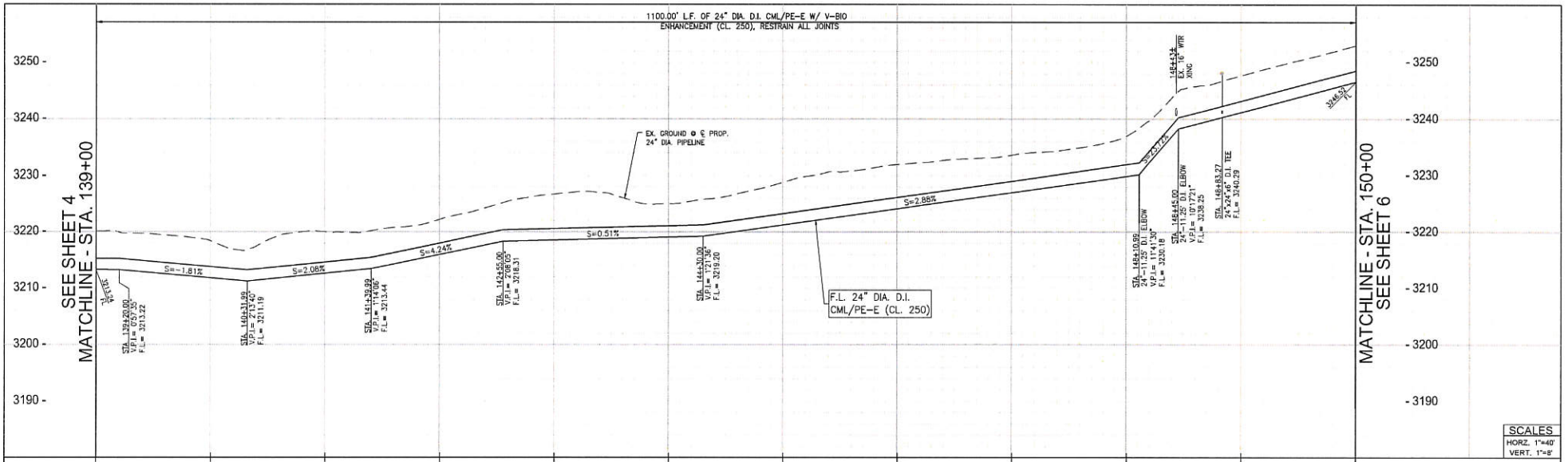
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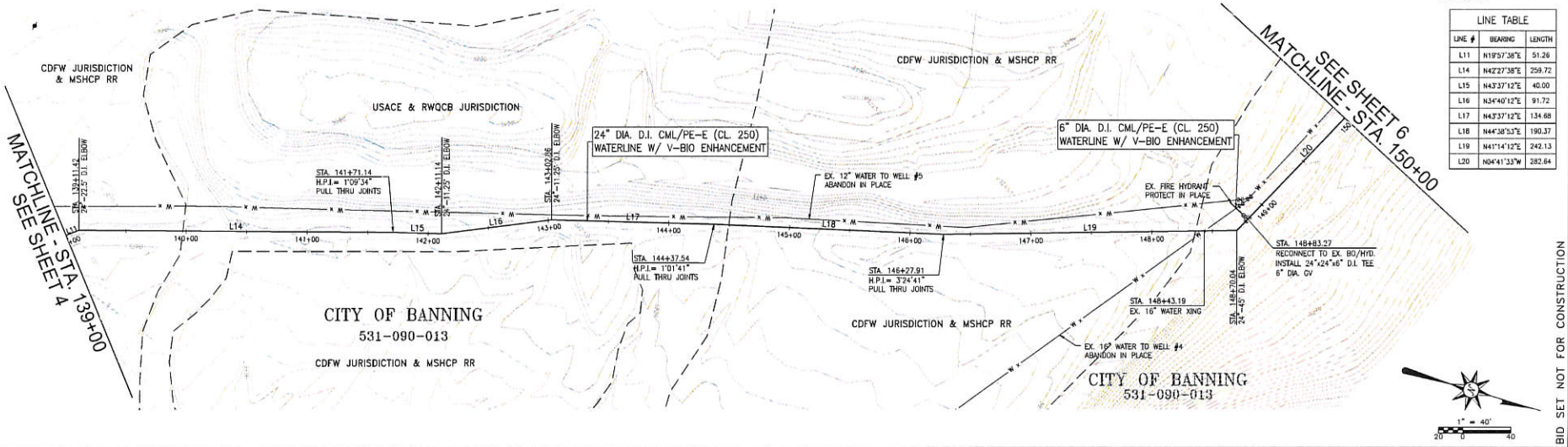
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COUNTY OF RIVERSIDE
CALIFORNIA

BANNING WATER CANYON MAIN REPLACEMENT PHASE 1 PROJECT
PLAN AND PROFILE
STA. 128+00 TO STA. 139+00

W.O. NO. 2016-0132
SHEET 4 OF 12
MAP FILE NO.





*PROFILE UTILITY NOTES:
• CONTRACTOR SHALL DETERMINE EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

LINE TABLE		
LINE #	BEARING	LENGTH
L11	N19°57'38"E	51.26
L14	N42°27'38"E	259.72
L15	N43°37'12"E	40.00
L16	N34°40'12"E	91.72
L17	N43°37'12"E	134.68
L18	N44°38'53"E	190.37
L19	N41°14'12"E	242.13
L20	N04°41'33"W	282.64

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APPROVED BY: ARTURO C. VELA
CITY ENGINEER, R.C.E. C-75698 DATE:
CITY OF BANNING

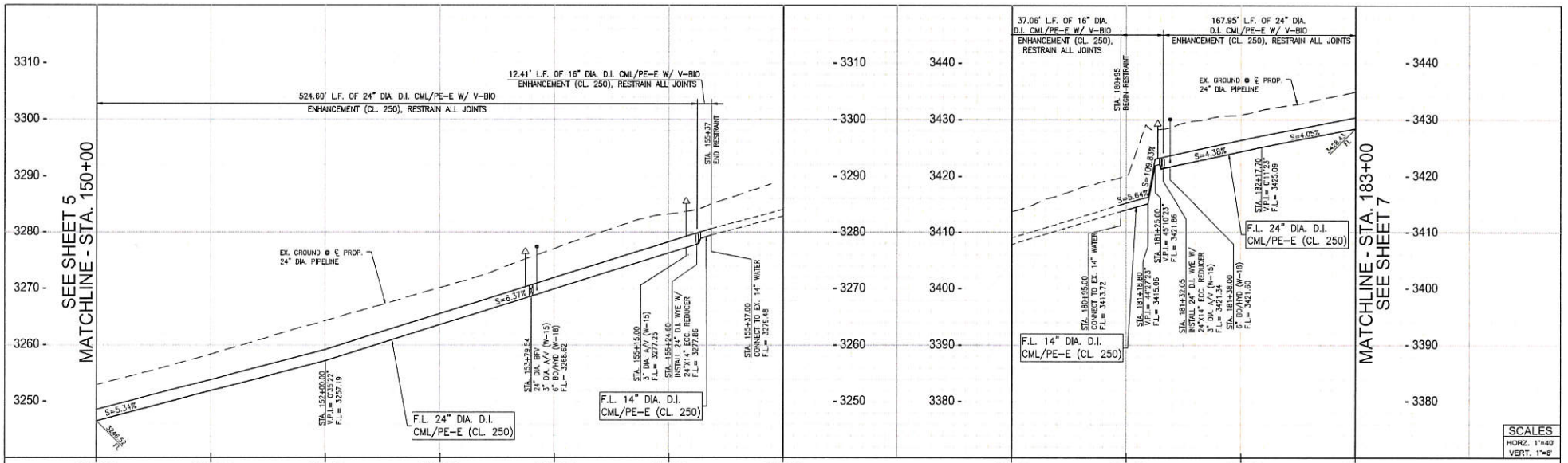
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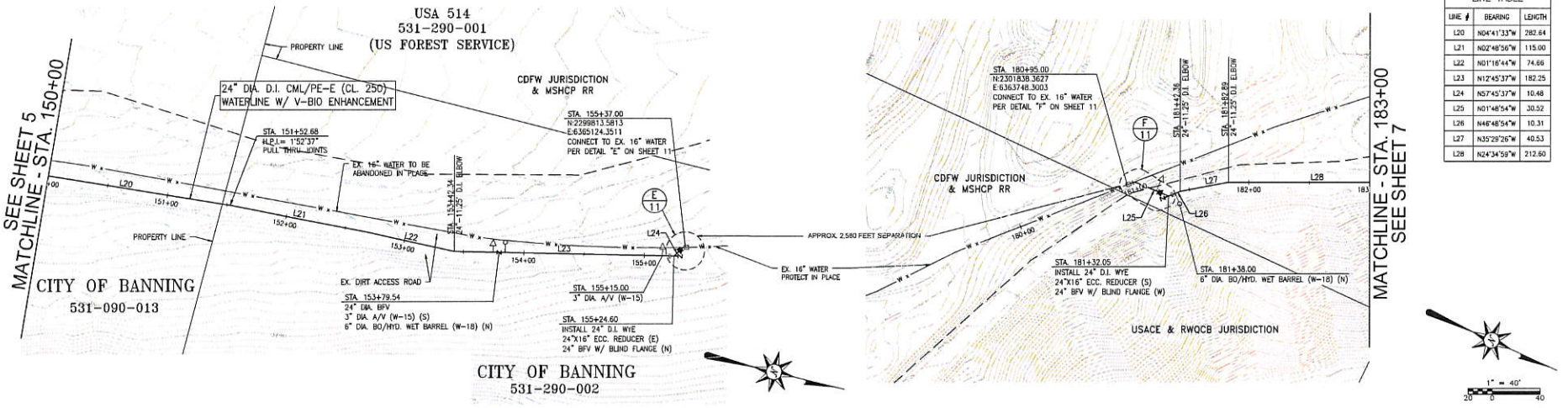
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STA. 139+00 TO STA. 150+00

W.O. NO. 2016-0132
SHEET 5 OF 12
MAP FILE NO.





*PROFILE UTILITY NOTES:
• CONTRACTOR SHALL DETERMINE EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

LINE TABLE

LINE #	BEARING	LENGTH
L20	N04°41'33"W	282.64
L21	N02°48'56"W	115.00
L22	N01°16'44"W	74.66
L23	N12°45'37"W	182.25
L24	N57°45'37"W	10.48
L25	N01°48'54"W	30.52
L26	N46°48'54"W	10.31
L27	N35°29'26"W	40.53
L28	N24°34'59"W	212.60

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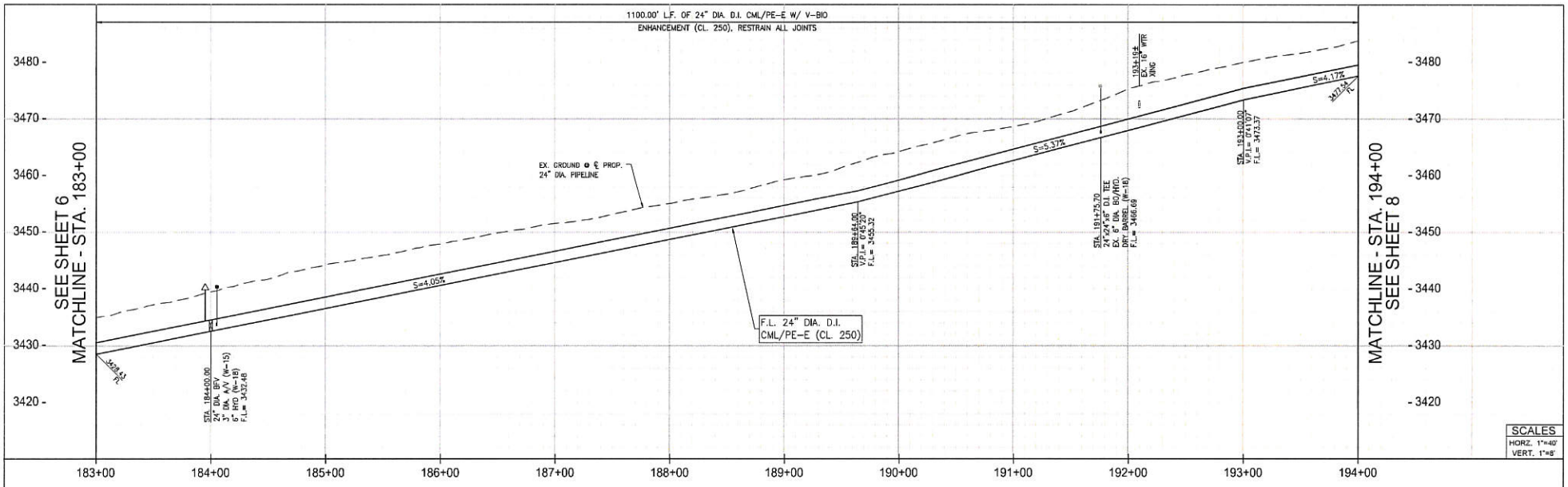
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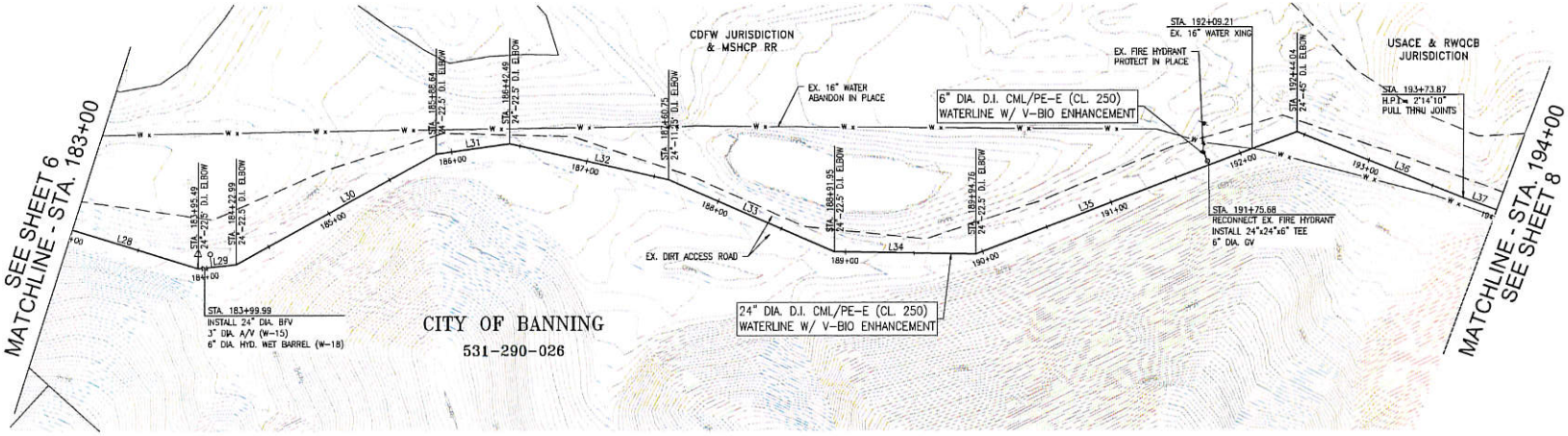
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STA. 180+95 TO STA. 183+00

W.O. NO. 2016-0132
SHEET 6 OF 12
MAP FILE NO.





LINE TABLE		
LINE #	BEARING	LENGTH
L28	N24°34'59"W	212.60
L29	N47°58'41"W	27.50
L30	N71°05'03"W	165.65
L31	N50°02'08"W	53.85
L32	N28°53'42"W	118.26
L33	N18°05'34"W	131.20
L34	N40°50'51"W	102.81
L35	N63°02'27"W	249.28
L36	N19°41'55"W	129.83
L37	N21°56'05"W	403.49

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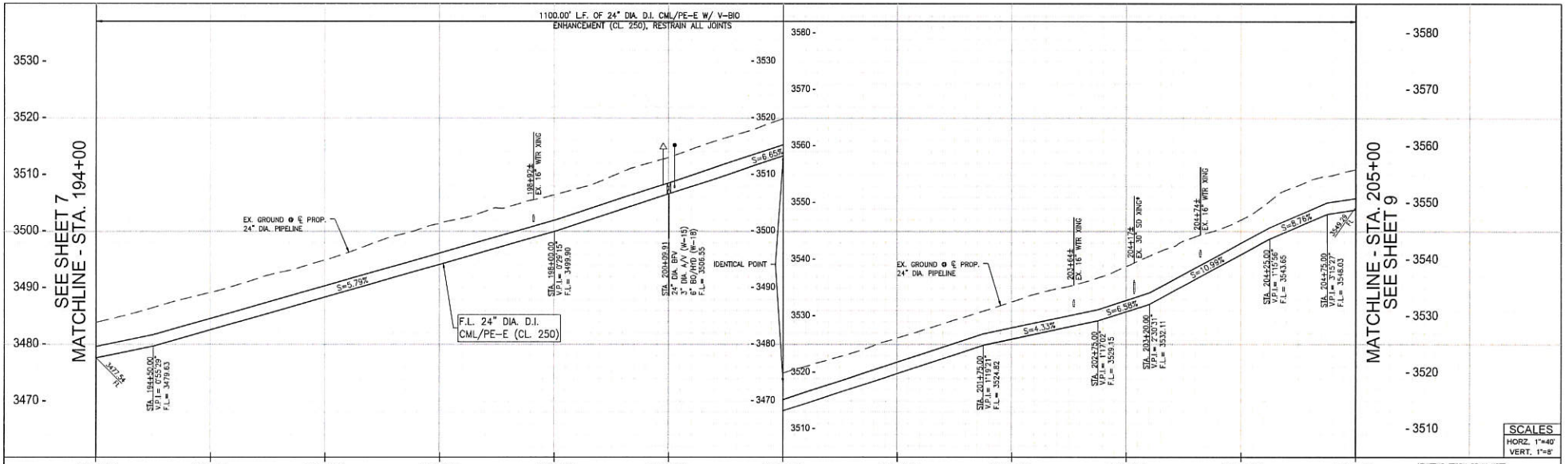
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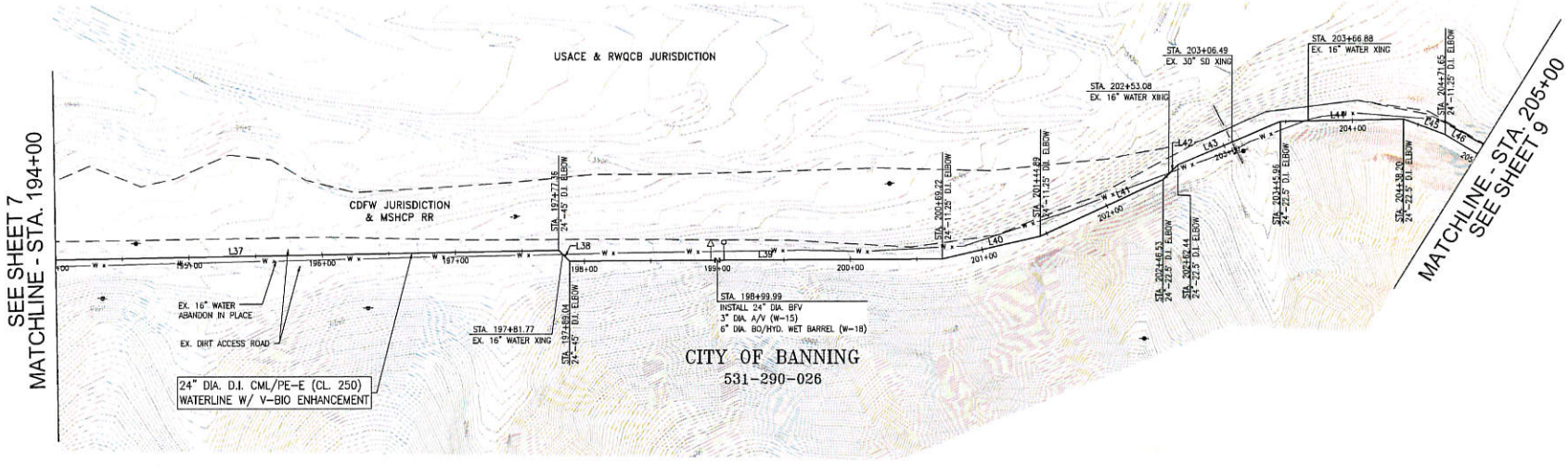
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PLAN AND PROFILE
STA. 183+00 TO STA. 194+00

W.O. NO. 2016-0132
SHEET 7 OF 12
MAP FILE NO.



*EXISTING STORM DRAIN NOTE: CONTRACTOR SHALL CONFIRM HORIZONTAL LOCATION AND VERTICAL ELEVATION



LINE TABLE		
LINE #	BEARING	LENGTH
L37	N21°56'05"W	403.49
L38	N23°05'24"E	11.66
L39	N21°11'28"W	280.18
L40	N34°00'15"W	75.67
L41	N45°53'03"W	101.64
L42	N66°40'33"W	15.90
L43	N44°05'25"W	83.52
L44	N22°04'41"W	92.24
L45	N00°31'24"W	33.45
L46	N10°31'27"E	166.09

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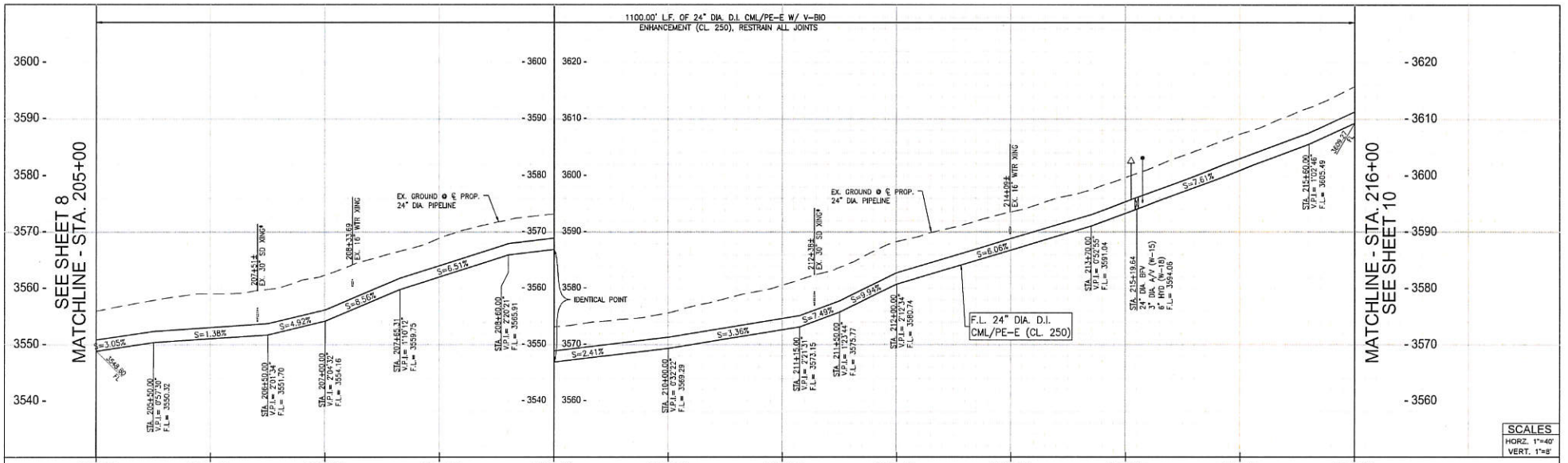
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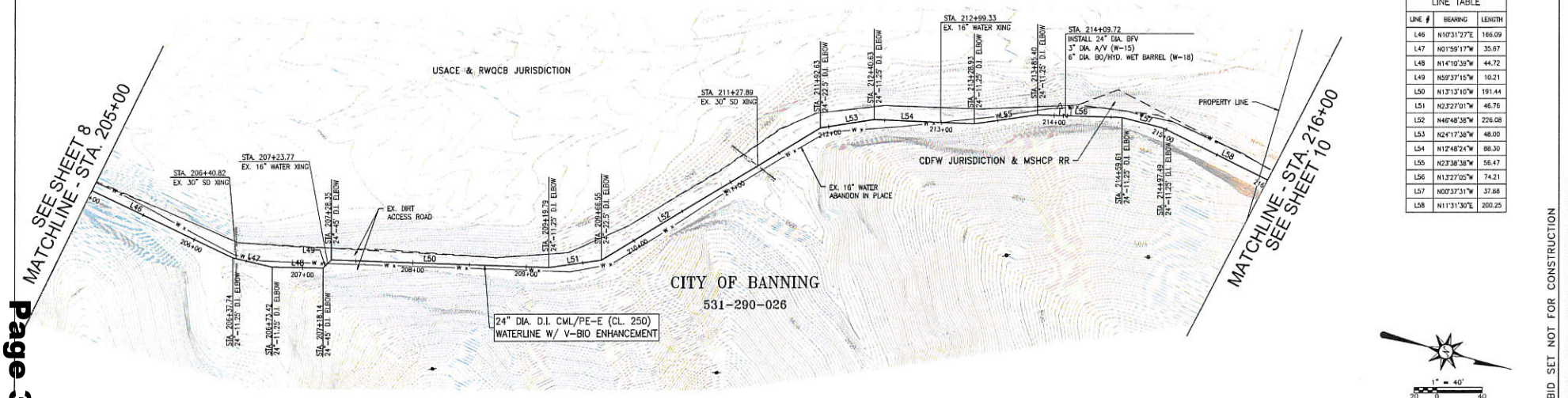
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DATE: AUGUST 2017
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DESIGNED BY: RP
CHECKED BY: SZ

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STA. 194+00 TO STA. 205+00

W.O. NO. 2016-0132
SHEET 8 OF 12
MAP FILE NO.





LINE TABLE		
LINE #	BEARING	LENGTH
L46	N10°31'27"E	166.09
L47	N01°59'17"W	35.67
L48	N14°10'39"W	44.72
L49	N59°37'15"W	10.21
L50	N13°13'10"W	191.44
L51	N23°27'01"W	46.76
L52	N46°48'38"W	226.08
L53	N24°17'38"W	48.00
L54	N12°48'24"W	88.30
L55	N23°38'38"W	56.47
L56	N13°27'05"W	74.21
L57	N00°37'31"W	37.88
L58	N11°31'30"E	200.25

1" = 40'

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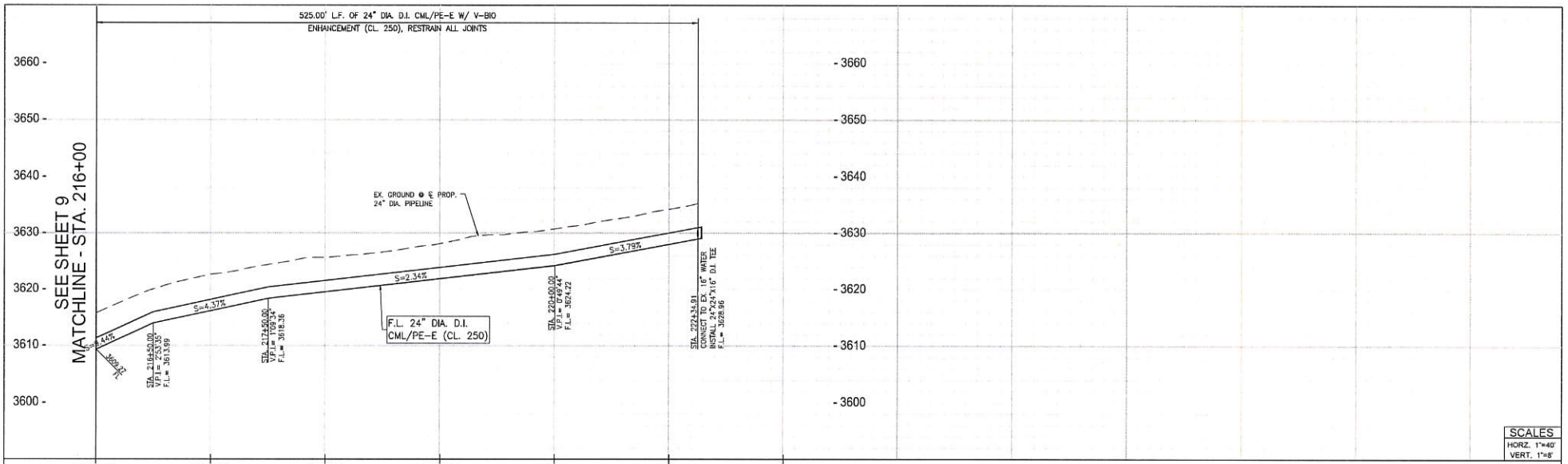
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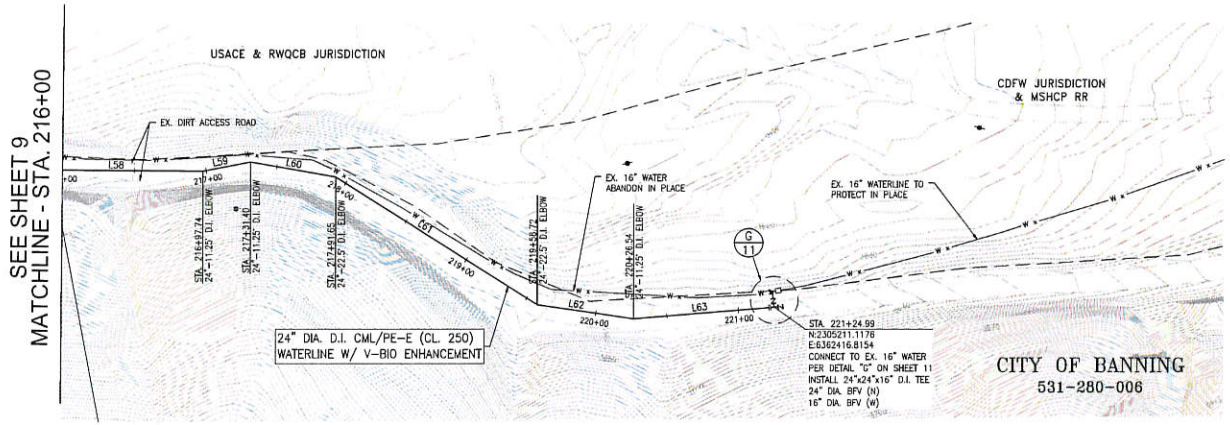
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STA. 205+00 TO STA. 216+00

W.O. NO. 2016-0132
SHEET 9 OF 12
MAP FILE NO.





LINE TABLE		
LINE #	BEARING	LENGTH
L58	N11°31'30"E	200.25
L59	N00°05'40"E	33.67
L60	N21°09'54"E	60.25
L61	N43°50'18"E	167.07
L62	N19°33'55"E	67.82
L63	N00°20'46"E	98.45

1" = 40'
20 0 40

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CITY OF BANNING

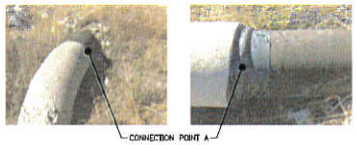
ALBERT A. WEBB ASSOCIATES
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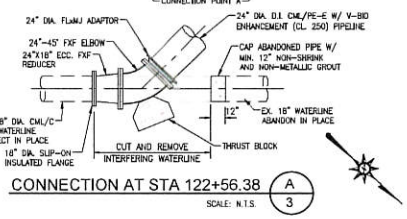
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DATE: AUGUST 2017
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CALIFORNIA

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PLAN AND PROFILE
STA. 216+00 TO STA. 221+25

W.O. NO. 2016-0132
SHEET 10 OF 12
MAP FILE NO.

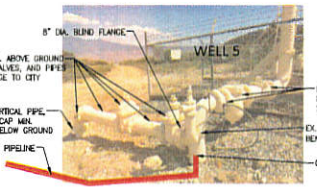


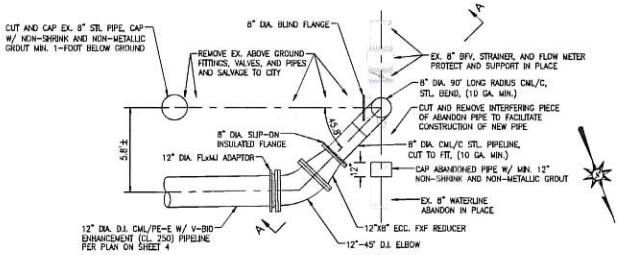


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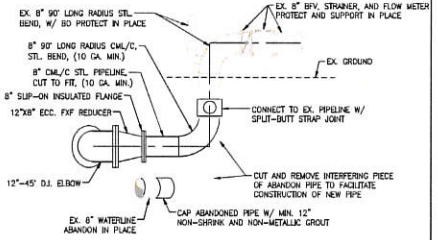






CONNECTION AT STA 10+32.94 (D / 4)

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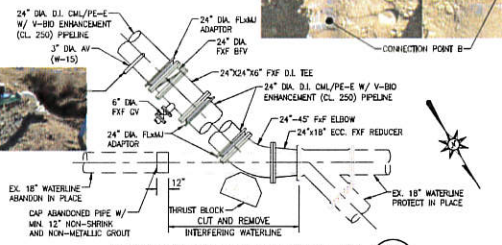


SECTION A-A

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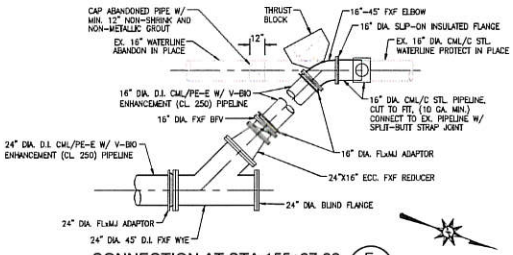






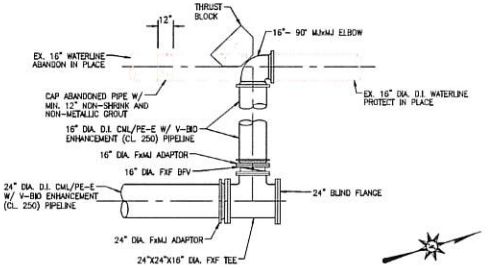
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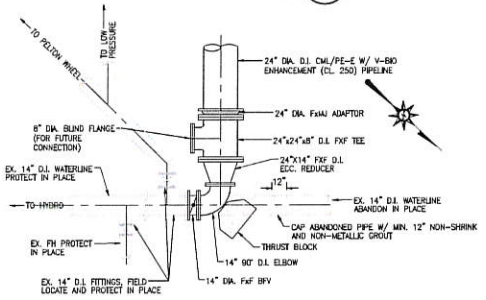
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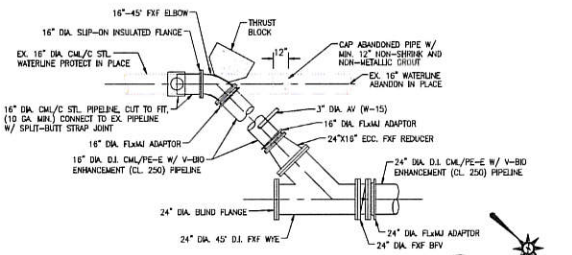
CONNECTION AT STA 221+25.00 (G / 10)

SCALE: N.T.S.



CONNECTION AT STA 221+25.00 (C / 4)

SCALE: N.T.S.



CONNECTION AT STA 180+95.00 (F / 6)

SCALE: N.T.S.

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PREPARED FOR:
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COUNTY OF RIVERSIDE
CALIFORNIA

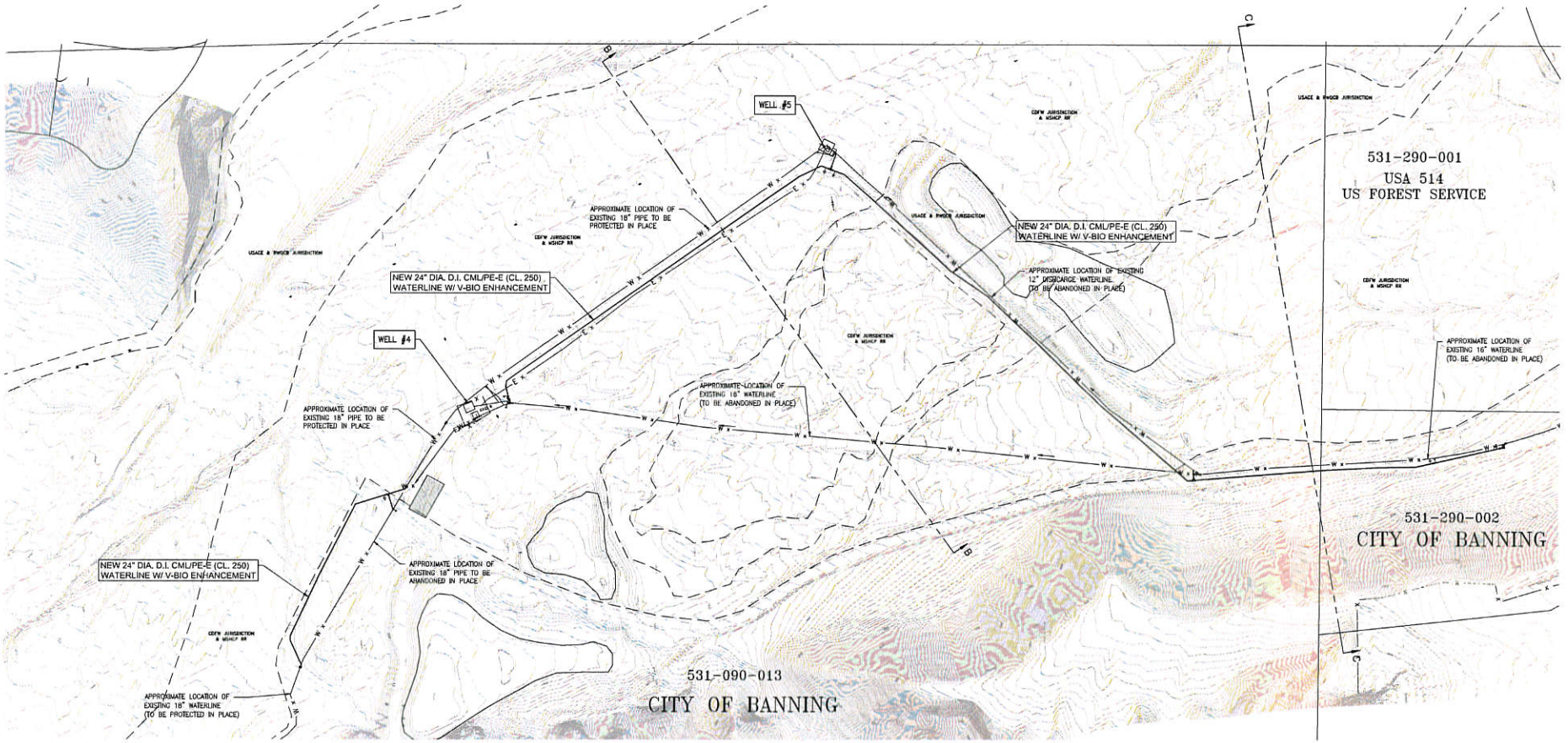
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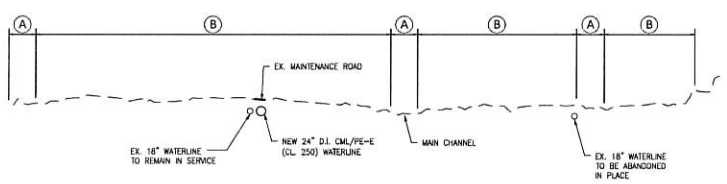
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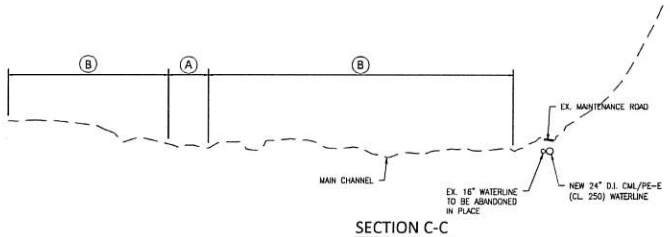
SHEET 11 OF 12

MAP FILE NO.





SECTION B-B
SCALE: N.T.S.



SECTION C-C
SCALE: N.T.S.

LEGEND:
(A)— USACE & RWQCB JURISDICTION
(B)— CDFW JURISDICTION & MSHCP RR

1" = 100'
50 0 100

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BANNING WATER CANYON MAIN REPLACEMENT PHASE 1 PROJECT
PLAN VIEW
WELL 4 AND WELL 5 OVERVIEW

W.O. NO. 2016-0132
SHEET 12 OF 12
MAP FILE NO.

ATTACHMENT 4

(Project Segments – Biological Resources Exhibit)

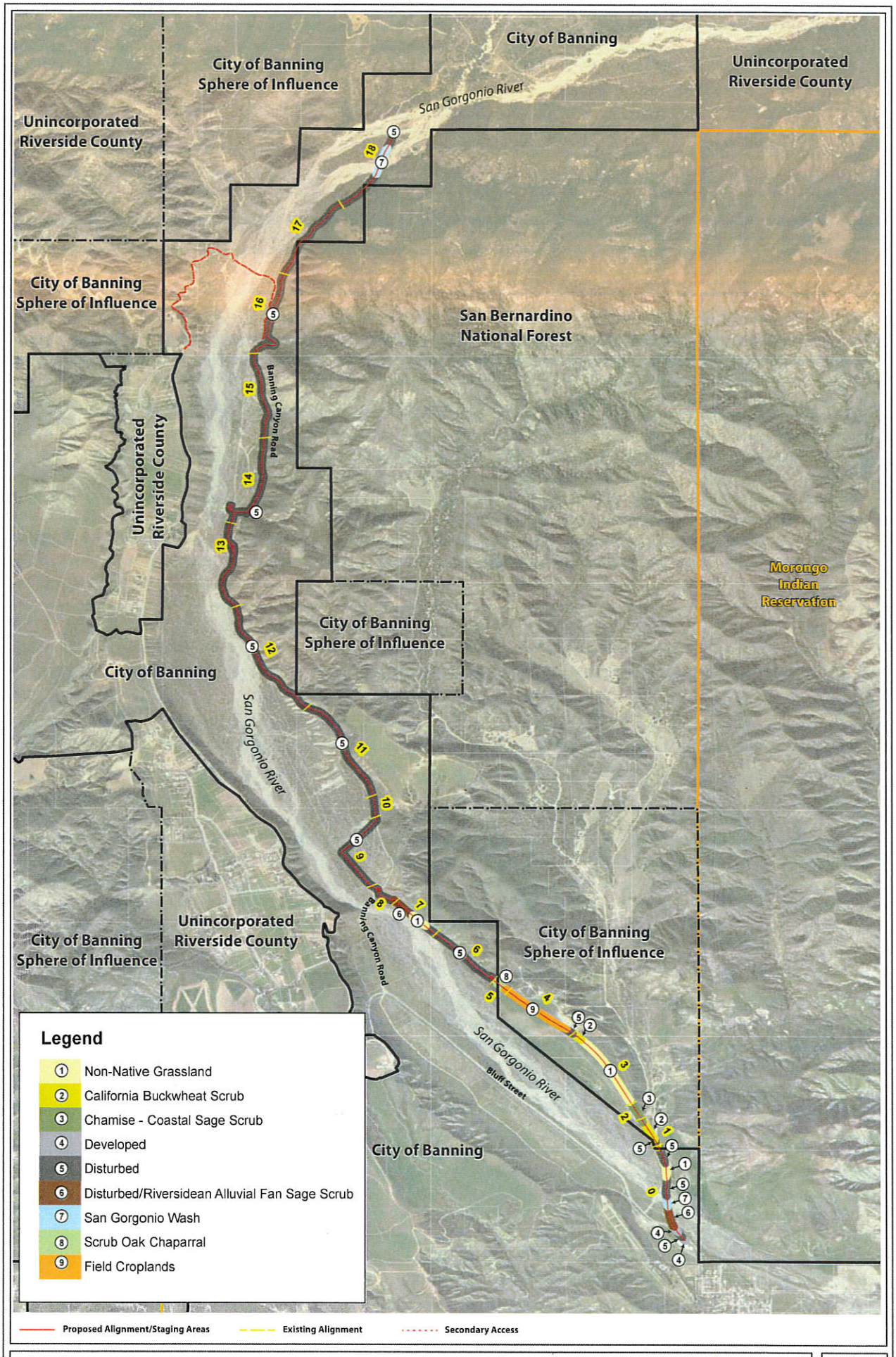


Figure 3 - Biological Resources Map

MSHCP General Habitat Assessment/Consistency Analysis
Banning Water Canyon Pipeline Replacement Project

CADRE Environmental

1 inch = 2,000 feet

ATTACHMENT 5

(Habitat Assessment Analysis)

INFORMATION SUMMARY

A. Report Date: February 11th, 2017

B. Report Title: General MSHCP Habitat Assessment/Consistency Analysis for the 18.69-Acre Banning Water Canyon Pipeline Replacement Project, City of Banning, California.

C. Case #: N/A

D. APNs#: Portions of APN's 531-090-013, 531-090-015, 531-090-016, 531-090-021, 531-091-021, 531-100-003, 531-100-006, 531-100-007, 531-100-010, 531-100-013, 531-110-005, 531-110-006, 531-110-007, 531-280-006, 531-290-001, 531-290-002, 531-290-026, 531-310-006, 531-310-010, and 531-310-018.

E. Project Location: City of Banning, USGS 7.5' series Beaumont/Forest Falls Quadrangles, Township 2 South, Range 1 East, Sections 8, 17, 20, 23, 28, and 29, Riverside County, east of lower San Gorgonio River, primarily along Banning Canyon Road as shown in Figure 1, *Regional Location Map,* and Figure 2, *Project Site Map*.

F. Applicant: City of Banning
99 East Ramsey Street
Banning, CA 92220

G. MOU Principal: Cadre Environmental
701 Palomar Airport Road, Suite 300
Carlsbad, CA 92011
Contact: Ruben S. Ramirez, Jr. (949) 300-0212
USFWS permit #TE780566-13

H. Date of Survey: June 1st, 2016.

I. Summary: The 8.20-acre Phase 1, and 10.49-acre Phase 2 project site (total 18.69-acres) is dominated by disturbed (Banning Canyon Road) and non-native grassland. Less common vegetation communities include field croplands, disturbed/Riversidean alluvial fan sage scrub, unvegetated wash (San Gorgonio River), California buckwheat scrub, chamise-coastal sage scrub, developed, and scrub oak chaparral as described in the following letter and illustrated in Figure 3, *Biological Resources Map*, and Figures 4 and 5, *Current Project Site Photographs*.

The proposed pipeline replacement project has been separated into 19 Segments and two phases. Phase 1 includes replacing 10 Segments of pipeline: Segments 5, 6, 8 through 13, and parts of Segments 4 and 14. Segments 4, 5 and 6 will consist of 2,100 linear feet of 20-inch diameter pipe, Segment 8 will consist of 550 linear feet of 20-inch diameter pipeline, and Segments 9 through 14 will consist of 9,900 linear feet of 18-inch diameter pipeline. The remaining eight Segments (0, 1, 2, 3, 7, 15, 16, 17, and 18) will be replaced as part of a future phase of the project.

The project site is located within the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) The Pass Area Plan. The project site is not located within a MSHCP criteria area cell, group, or linkage area. Therefore, no Habitat Evaluation and Acquisition Negotiation Strategy (HANS) or Joint Project Review (JPR) are required.

The MSHCP has determined that all of the sensitive species potentially occurring onsite have been adequately covered (MSHCP Table 2-2 Species Considered for Conservation Under the MSHCP Since 1999, 2004). However, additional surveys may be required for narrow endemic plants, criteria area species, and specific wildlife species if suitable habitat is documented onsite and/or if the property is located within a predetermined "Survey Area" (MSHCP 2004).

The project site does not occur within a predetermined Survey Area for criteria area plant species. (RCIP Conservation Summary Report Generator 2016). No additional surveys are required.

The project site occurs completely within a predetermined Survey Area for narrow endemic plant species including Yucaipa onion and many-stemmed dudleya as shown in Figure 6, *MSHCP Relationship Map* (RCIP Conservation Summary Report Generator 2016). Both species are dependent on clay soils of the following series: Altamont, Auld, Bosanko, Claypit, and Porterville (MSHCP 2004). Based on a lack of suitable soils and primarily disturbed condition of the project site, neither species is expected to be present. No additional surveys are required.

The project site does not occur within a predetermined Survey Area for amphibians (RCIP Conservation Summary Report Generator 2016). No additional surveys are required.

Although the majority of the project site alignment occurs within a predetermined Survey Area for mammals including the Los Angeles pocket mouse, 84% of the project site does not represent suitable habitat. (RCIP Conservation Summary Report Generator 2016).

Based on the presence of suitable soils, vegetation and historic observations of the species in the vicinity, the Los Angeles pocket mouse is expected to be present within 0.02-acre of Phase 1 and 3.04-acres of Phase 2. Specifically, the species is expected to occur within the California buckwheat scrub, non-native grassland, chamise–coastal sage scrub, disturbed/Riversidean alluvial fan sage scrub and San Gorgonio Wash habitats. Species specific conservation measures will be implemented as outlined in the following document to ensure no direct/indirect impacts to the Los Angeles pocket mouse occurs as a result of project initiation which consists solely of temporary impacts.

The majority of the project site including all Segments in Phase 1 are not located within a predetermined Survey Area for the burrowing owl. No additional surveys are required within Segments 1 to 18.

The southern region of Segment "0" occurs within a predetermined Survey Area for the burrowing owl. Suitable burrowing owl foraging habitat is present within this region. Based on the presence of suitable habitat within Segment "0" (Phase 2), focused MSHCP burrowing owl surveys are required to determine the presence, absence and status of the species prior to initiating Phase 2 of the project. A 30-day preconstruction survey will also be required immediately prior to the initiation of construction in this region to ensure protection for this species and compliance with the conservation goals as outlined in the MSHCP.

No riparian vegetation was documented within the project site. The two generally unvegetated reaches of the San Gorgonio River which the project crosses (Segments 0 and 18) do not represent suitable habitat for the southwestern willow flycatcher, least Bell's vireo or western yellow-billed cuckoo. No additional surveys are required.

Those reaches of the San Gorgonio River floodprone area (wash and disturbed/Riversidean alluvial fan sage scrub vegetation communities) documented onsite (Portions of Segments 0, 8 and 18) are considered a riverine resource per 6.1.2 of the MSHCP. The temporary impacts associated with the replacement of the water line will not affect the riverine function and/or value of the San Gorgonio River floodprone area or downstream biological resources. No DBESP warranted.

No vernal pool resources were documented within the project site. No additional surveys are warranted.

SUBJECT

General MSHCP Habitat Assessment/Consistency Analysis for the 18.69-Acre Banning Water Canyon Pipeline Replacement Project Site, City of Banning, California.

This report presents the findings of a general Multiple Species Habitat Conservation Plan (MSHCP) biological habitat assessment and consistency analysis for the 8.20-acre Phase 1, and 10.49-acre Phase 2 (total 18.69-acres), Banning Water Canyon Pipeline Replacement project site ("Project Site") located within the City of Banning as shown in Figure 1, *Regional Location Map*. The purpose of this study, conducted by Cadre Environmental, is to document the existing biological resources, identify general vegetation types, and assess the potential biological and regulatory constraints associated with the proposed development within the Project Site as outlined by the Western Riverside County MSHCP.

As stated by Albert A. Webb Associates and shown in Figure 2, *Project Site Map*:

> *"The City of Banning owns and operates approximately 6.5 miles of steel transmission pipeline, ranging in size from 18 to 24 inches in diameter. Due to the age of the transmission pipeline, multiple leaks have occurred at different locations along its length. The City has spent significant efforts to fix the leaks. Notably, this transmission pipeline provides approximately 40% of the City's water supply and is considered the City's backbone water supply infrastructure. Therefore, the City intends to replace this transmission pipeline in appropriate phases. Completing this project will decrease water system losses and improve the efficiency of nearly half of the City of Banning's water supply.*
>
> *As part of the proposed project, the City of Banning intends to replace 12,550 linear feet (2.38 miles) of the water transmission pipeline segments that have been deemed the most aged and prone to failure. Old pipeline segments will be replaced with either new Cement Mortar-Lined and Coated Steel (CMLCS) pipe or new Ductile Iron Pipe (DIP), ranging in diameter from 12 to 20 inches. In order to eliminate aging infrastructure, the replacement pipeline will be located within an existing access road along the eastern bank of the San Gorgonio River. The existing water pipeline will be abandoned in place. The proposed Project will include the reconnection of the water service laterals to the new main and removal/replacement of disturbed areas (e.g. private improvements). The Project will also include minimal modifications, such as v-ditches and cross gutters to the access road in order to allow for better drainage and decrease maintenance.*
>
> *The proposed pipeline replacement project has been separated into 19 segments and two phases. Phase 1 includes replacing 10 segments of pipeline: segments 5, 6, 8 through 13, and parts of segments 4 and 14. Segments 4, 5 and 6 will consist of 2,100 linear feet of 20-inch diameter pipe, Segment 8 will consist of 550 linear feet of 20-inch diameter pipeline,*

> *and Segments 9 through 14 will consist of 9,900 linear feet of 18-inch diameter pipeline. The remaining eight segments (0, 1, 2, 3, 7, 15, 16, 17, and 18) will be replaced as part of a future phase of the project."* (Albert A. Webb Associates 2016)

The Project Site is located in Western Riverside County and is located on the U.S. Geological Survey (USGS) 7.5' series Beaumont/Forest Falls Quadrangles, Township 2 South, Range 1 East, Sections 8, 17, 20, 23, 28, and 29. Specifically, the Project Site is located within portions of APN's 531-090-013, 531-090-015, 531-090-16, 531-090-021, 531-091-021, 531-100-003, 531-100-006, 531-100-007, 531-100-010, 531-100-013, 531-110-005, 531-110-006, 531-110-007, 531-280-006, 531-290-001, 531-290-002, 531-290-026, 531-310-006, 531-310-010, and 531-310-018 - primarily located east of the San Gorgonio River along Banning Canyon Road as shown in Figure 2, *Project Site Map.*

The Project Site is located within the Western Riverside County MSHCP The Pass Plan Area and is not located within a MHSCP Criteria Cell, Group, or Linkage Area. With the exception of Segments 1 to 5, the remaining reaches of the Project Site are located completely within Public/Quasi-Public Lands (PQP) conserved lands as shown in Figure 2, *Project Site Map.*

This report incorporates the findings of an extensive literature review, compilation of existing documentation, and field reconnaissance conducted on June 1st, 2016. This documentation is consistent with accepted scientific and technical standards, the requirements of the United States Fish and Wildlife Service (USFWS), and the California Department of Fish and Wildlife (CDFW). When appropriate, general biological resources are described in summary form in an effort to provide the reader with adequate background information. However, the report focuses on documenting those resources considered to be significant and/or sensitive as outlined by the Western Riverside County MSHCP.

The following report provides a summary of topographic features, soils and habitats observed onsite. Onsite resources were also analyzed to determine which if any are subject MSHCP jurisdiction pursuant to section 6.1.2 (MSHCP 2004). Accordingly, this report provides an overview of MSHCP riparian/riverine/vernal pool jurisdictional resources, habitat assessment for species that may require additional focused surveys as outlined by the MSHCP, and mitigation measures to ensure compliance with MSHCP guidelines.

METHODS OF STUDY

APPROACH

Prior to visiting the Project Site, a review of all available and relevant data on the biological characteristics, sensitive habitats, and species potentially present on or adjacent to the Project Site was conducted. Additionally, aerial photography, and USGS topographic map were examined. After reviewing the available information, Cadre Environmental conducted a physical site assessment.

As required by the MSHCP, and during the initial property assessment process, all Project Site APN's were searched using the Conservation Report Summary Generator to determine if the property falls within a "Criteria Area" and if additional surveys for narrow endemic/criteria area plant species or wildlife not adequately covered by the MSHCP may be required.

During the initial survey, the Project Site's habitat was characterized, preliminary vegetative communities and primary topographic features potentially subject to MSHCP Section 6.1.2 jurisdiction mapped, and the potential to support sensitive species as required by the guidelines of the MSHCP evaluated. Data, which contain digital images derived from aerial photography with orthographic projection properties, were used in conjunction with Cadre Environmental's in-house geographic information system (GIS) database as an important base layer to identify vegetation communities, drainage features, and USFWS designated critical habitat boundaries. Vegetation communities were then "ground-truthed" during field observations to obtain characteristic descriptions.

LITERATURE REVIEW

The study was initiated with a review of relevant literature on the biological resources of the Project Site and vicinity. The MSHCP list of covered species potentially occurring onsite was also examined (MSHCP Table 2-2 Species Considered for Conservation Under the MSHCP Since 1999, 2004). In addition, federal register listings, protocols, and species data provided by USFWS were reviewed in conjunction with anticipated federally listed species potentially occurring at the Project Site. The California Natural Diversity Database (CNDDB),[1] a review of the California Native Plant Society sixth inventory (Tibor 2001), and Roberts et al. (2004) were also reviewed for pertinent information regarding the location of known occurrences of sensitive species in the vicinity of the property. In addition, numerous regional floral and faunal field guides were utilized in the identification of species and suitable habitats. Documents consulted regarding potential onsite biological conditions are listed in the references section at the end of this report.

FIELD INVESTIGATION

The Project Site was surveyed on June 1st, 2016. The survey included complete coverage of the Project Site, with special attention focused toward sensitive species or those habitats potentially supporting sensitive flora or fauna that would be essential to efficiently implementing the terms and conditions of the Western Riverside County MSHCP. Aerial photography of the Project Site and vicinity was utilized to accurately locate and survey the property. General plant communities were preliminarily mapped directly on the aerial photo using visible landmarks in the field, which are depicted in Figure 3, *Biological Resources Map*. Representative photographs of the Project Site's natural resources were taken during the field survey (Figure 4 and 5, *Current Project Site Photographs*).

[1] California Natural Diversity Data Base, Department of Fish and Game. July 2016. Natural Heritage Program: RareFind, Beaumont/Forest Falls Quadrangles.

Plant Community/Habitat Classification and Mapping

Plant communities were preliminarily mapped with the aid of an aerial photograph using the MSHCP uncollapsed vegetation communities classification system when appropriate. When a vegetation community could not be accurately characterized using this information, an updated community classification code was developed to more accurately represent onsite habitat types.

General Plant Inventory

All plants observed during the survey efforts were either identified in the field or collected and later identified using taxonomic keys. Plant taxonomy and nomenclatural changes follow Baldwin et al. (2012) or the Jepson Flora Project (2015). Common names used in this report generally follow Roberts et al. (2004) or Baldwin et al. (2012). Scientific names are included only at the first mention of a species; thereafter, common names alone are used.

General Wildlife Inventory

General wildlife surveys were not conducted during the general biological habitat assessment. However, animals identified during the reconnaissance survey by sight, call, tracks, nests, scat, remains, or other signs were recorded in field notes. All wildlife was identified in the field with the aid of binoculars and taxonomic keys (if applicable). Vertebrate taxonomy followed in this report is according to the Center of North American Herpetology (2016) for amphibians and reptiles, the American Ornithologists' Union (1998 and supplemental) for birds, and Bradley et al. (2014) for mammals. Scientific names are used during the first mention of a species; common names only are used in the remainder of the text (if applicable).

Regional Connectivity/Wildlife Movement Corridor Assessment

The analysis of wildlife movement corridors associated with the Project Site and its immediate vicinity is based on information compiled from literature, analysis of the aerial photograph, and direct observations made in the field during the site visit.

A literature review was conducted that included documents on island biogeography (studies of fragmented and isolated habitat "islands"), reports on wildlife home range sizes and migration patterns, and studies on wildlife dispersal. Wildlife movement studies conducted in southern California were also reviewed. Use of field-verified digital aerial data, in conjunction with the GIS database, allowed proper identification of vegetation communities and drainage features. This information was crucial to assessing the relationship of the property to large open space areas in the immediate vicinity and was also evaluated in terms of connectivity and habitat linkages. Relative to corridor issues, the discussions in this report are intended to focus on wildlife movement associated with the property and the immediate vicinity.

EXISTING CONDITIONS

Elevations onsite range between 2,694 feet above mean sea level (AMSL) in the extreme southern region of the Project Site where existing water tanks are located to 4,274 AMSL near the northern region located within the San Gorgonio floodprone area.

SOILS

The Soil Survey of Western Riverside Area has classified the Project Site as Crafton-Rock outcrop complex eroded (Cs2), Crafton rocky sandy loam, 25 to 50 percent slopes eroded (CsF2), Wilshire-Oak Glen, dry families association, 2 to 15 percent slopes (FsD), Gorgonio gravelly loamy fine sand 2 to 15 percent slopes (GmD), Gorgonio cobbly loamy fine sand 2 to 15 percent eroded (GnD), Greenfield sandy loam, 2 to 8 percent slopes, eroded (GyC2), Hanford course sandy loam, 2 to 8 percent slopes (HcC), Oak Glen gravelly sandy loam, 8 to 15 percent slopes (OgD), Oak Glen gravelly sandy loam, 15 to 25 percent slopes (OgE), Riverwash (RsC, Rw), Soboba stony loamy sand, 2 to 15 percent slopes (SsD), Terrace escarpments (TeG), and Tujunga loamy sand, channeled, 0 to 8 percent slopes (TvC) as illustrated in Figure 7, *Soil Associations Map*. All soils documented within the Project Site are characterized as being well drained (drainage class).

PLANT COMMUNITY/HABITAT CLASSIFICATION

A total of nine (9) vegetative classifications were documented within the Project Site, three (3) of which occur within Phase 1 of the proposed project as presented in Table 1, *Temporary Vegetation Community Acreage Impacts*.

Table 1, Temporary Vegetation Community Acreage Impacts

Vegetation Community	Phase 1	Phase 2	Total
Disturbed	8.11	6.45	14.56
Non-native Grassland	--	1.31	1.31
Field Croplands	--	0.80	0.80
Disturbed/Riversidean Alluvial Fan Sage Scrub	0.02	0.52	0.54
San Gorgonio Wash	--	0.47	0.47
California Buckwheat Scrub	--	0.45	0.45
Chamise-Coastal Sage Scrub	--	0.29	0.29
Developed	--	0.14	0.14
Scrub Oak Chaparral	0.07	0.06	0.13
TOTAL	**8.20**	**10.49**	**18.69**

A total of four (4) unvegetated or non-native vegetation communities were documented within the Project Site including disturbed (unvegetated dirt road), non-native grassland, field croplands, and developed (paved road).

A total of five (5) native vegetation communities occur onsite including disturbed/Riversidean alluvial fan sage scrub, San Gorgonio Wash, California buckwheat scrub, chamise-coastal sage scrub, and scrub oak chaparral.

Disturbed/Riversidean Alluvial Fan Sage Scrub

Disturbed/Riversidean alluvial fan sage scrub occurs within the floodprone area of the San Gorgonio River and is dominated by scale broom (*Lepidospartum squamatum*), hairy yerba santa (*Eriodictyon trichocalyx*), mule fat (*Baccharis salicifolia*), California brickellbush (*Brickellia californica*), California buckwheat (*Eriogonum fasciculatum*), deerweed (*Acmispon glaber*), white sage (*Salvia apiana*), and non-native grasses.

San Gorgonio Wash

The Project Site traverses the San Gorgonio River in two (2) locations characterized as San Gorgonio Wash and exhibit sign of scouring, common in wash habitats. The northern occurrence is located within an existing road crossing devoid of vegetation while the southern crossing exhibits sign of minimal vegetative cover including those species described in disturbed/Riversidean alluvial fan sage scrub.

California Buckwheat Scrub

In addition to California buckwheat, deerweed, California aster (*Corethrogyne filaginifolia*), and non-native grasses are common within this vegetation community.

Scrub Oak Chaparral

A small patch of scrub oak chaparral is located in the southern region of the Project Site along a ridgeline/adjacent slopes which lead to the San Gorgonio River floodprone area. Common species documented within this vegetation community include California scrub oak (*Quercus berberidifolia*), chamise (*Adenostoma fasciculatum*), heart-leaved penstemon (*Keckiella cordifolia*), chaparral beardtongue (*Keckiella antirrhinoides*), white sage, California buckwheat, and blue elderberry (*Sambucus cerulea*).

Chamise-Coastal Sage Scrub

Chamise coastal sage scrub is co-dominated by chaparral and coastal sage scrub species including chamise, California buckwheat, white sage, and blue elderberry.

Representative distribution and photographs of various habitat types documented within the Project Site are illustrated in Figures 3, *Biological Resources Map* and Figures 4 and 5, *Current Project Site Photographs*.

WILDLIFE POPULATIONS

General wildlife species documented onsite or within the vicinity during the site visit include California toad (*Anaxyrus boreas halophilus*), red-tailed hawk (*Buteo jamaicensis*), California quail (*Callipepla californica*), turkey vulture (*Cathartes aura*), rock

dove (*Columba livia*), American kestrel (*Falco sparverius*), mourning dove (*Zenaida macroura*), white-throated swift (*Aeronautes saxatalis*), Anna's hummingbird (*Calypte anna*), Costa's hummingbird (*Calypte costae*), Nuttall's woodpecker (*Picoides nuttallii*), northern flicker (*Colaptes auratus*), Say's phoebe (*Sayornis saya*), western kingbird (*Tyrannus verticalis*), cliff swallow (*Petrochelidon pyrrhonota*), violet-green swallow (*Tachycineta thalasina*), bushtit (*Psaltriparus minimus*), dark-eyed junco (*Junco hyemalis*), Bewick's wren (*Thryomanes bewickii*), wrentit (*Chamaea fasciata*), ruby-crowned kinglet (*Regulus calendula*), Western scrub jay (*Aphelocoma coerulescens*), phainopepla (*Phainopepla nitens*), American crow (*Corvus brachyrhynchos*), California towhee (*Pipilo crissalis*), spotted towhee (*Pipilo maculatus*), European starling (*Sturnus vulgaris*), yellow-rumped warbler (*Setophaga coronata*), and house finch (*Haemorhous mexicanus*).

REGIONAL CONNECTIVITY/WILDLIFE MOVEMENT

Overview

Wildlife corridors link together areas of suitable habitat that are otherwise separated by rugged terrain, changes in vegetation, or human disturbance. The fragmentation of open space areas by urbanization creates isolated "islands" of wildlife habitat. In the absence of habitat linkages that allow movement to adjoining open space areas, various studies have concluded that some wildlife species, especially the larger and more mobile mammals, will not likely persist over time in fragmented or isolated habitat areas because they prohibit the infusion of new individuals and genetic information (MacArthur and Wilson 1967, Soule 1987, Harris and Gallager 1989, Bennett 1990). Corridors effectively act as links between different populations of a species. A group of smaller populations (termed "demes") linked together via a system of corridors is termed a "metapopulation." The long-term health of each deme within the metapopulation is dependent upon its size and the frequency of interchange of individuals (immigration vs. emigration). The smaller the deme, the more important immigration becomes, because prolonged inbreeding with the same individuals can reduce genetic variability. Immigrant individuals that move into the deme from adjoining demes mate with individuals and supply that deme with new genes and gene combinations that increases overall genetic diversity. An increase in a population's genetic variability is generally associated with an increase in a population's health.

Corridors mitigate the effects of habitat fragmentation by (1) allowing animals to move between remaining habitats, which allows depleted populations to be replenished and promotes genetic diversity; (2) providing escape routes from fire, predators, and human disturbances, thus reducing the risk that catastrophic events (such as fires or disease) will result in population or local species extinction; and (3) serving as travel routes for individual animals as they move within their home ranges in search of food, water, mates, and other needs (Noss 1983, Fahrig and Merriam 1985, Simberloff and Cox 1987, Harris and Gallagher 1989). Wildlife movement activities usually fall into one of three movement categories: (1) dispersal (e.g., juvenile animals from natal areas, individuals extending range distributions); (2) seasonal migration; and (3) movements related to home range activities (foraging for food or water, defending territories, searching for mates, breeding areas, or cover). A number of terms have been used in various wildlife movement studies,

such as "wildlife corridor", "travel route", "habitat linkage", and "wildlife crossing" to refer to areas in which wildlife moves from one area to another. To clarify the meaning of these terms and facilitate the discussion on wildlife movement in this study, these terms are defined as follows:

Travel Route: A landscape feature (such as a ridge line, drainage, canyon, or riparian strip) within a larger natural habitat area that is used frequently by animals to facilitate movement and provide access to necessary resources (e.g., water, food, cover, den sites). The travel route is generally preferred because it provides the least amount of topographic resistance in moving from one area to another; it contains adequate food, water, and/or cover while moving between habitat areas; and provides a relatively direct link between target habitat areas.

Wildlife Corridor: A piece of habitat, usually linear in nature, that connects two or more habitat patches that would otherwise be fragmented or isolated from one another. Wildlife corridors are usually bounded by urban land areas or other areas unsuitable for wildlife. The corridor generally contains suitable cover, food, and/or water to support species and facilitate movement while in the corridor. Larger, landscape-level corridors (often referred to as "habitat or landscape linkages") can provide both transitory and resident habitat for a variety of species.

Wildlife Crossing: A small, narrow area, relatively short in length and generally constricted in nature, that allows wildlife to pass under or through an obstacle or barrier that otherwise hinders or prevents movement. Crossings typically are manmade and include culverts, underpasses, drainage pipes, and tunnels to provide access across or under roads, highways, pipelines, or other physical obstacles. These are often "choke points" along a movement corridor.

Wildlife Movement within the Project Site

The Project Site is located within the lower reach of the San Gorgonio River floodprone area which represents a significant regional wildlife corridor. The San Gorgonio River is located at the southern foothills of the San Bernardino Mountains which drains southeast to the San Gorgonio Pass and Coachella Valley which is bound to the south by the San Jacinto and Santa Rosa Mountains to the southwest.

The Project Site is not located within a MSHCP designated core, extension of existing core, non-contiguous habitat block, constrained linkage, or linkage area.

The proposed project includes temporary impacts primarily within disturbed habitat (existing dirt road) and would not result in permanent direct or indirect impacts to wildlife movement within the San Gorgonio River floodprone area.

SENSITIVE BIOLOGICAL RESOURCES

OVERVIEW OF CLASSIFICATIONS

The following discussion describes the plant and wildlife species present, or potentially present, within the property boundaries, that have been afforded special recognition by federal, state, or local resource conservation agencies and organizations, principally due to the species' declining or limited population sizes, usually resulting from habitat loss. Also discussed are habitats that are unique, of relatively limited distribution, or of particular value to wildlife. Protected sensitive species are classified by either state or federal resource management agencies, or both, as threatened or endangered under provisions of the state and federal Endangered Species Acts. Vulnerable or "at-risk" species that are proposed for listing as threatened or endangered are categorized administratively as "candidates" by the USFWS. The CDFW uses various terminology and classifications to describe vulnerable species. There are additional sensitive species classifications applicable in California. These are described below.

Sensitive biological resources are habitats or individual species that have special recognition by federal, state, or local conservation agencies and organizations as endangered, threatened, or rare. The CDFW, the USFWS, and special groups like the California Native Plant Society (CNPS) maintain watch lists of such resources. For the purpose of this assessment, sources used to determine the sensitive status of biological resources are:

> **Plants**: USFWS (2016), CDFW (2016c, 2016d), CNDDB (2016a), and CNPS (Skinner and Pavlik 1994).
> **Wildlife:** California Wildlife Habitat Relationships Database System (CWHRDS 1991), USFWS (2016), CDFW (2016b, 2016e), CNDDB (2016a).
> **Habitats**: CNDDB (2016a).

Federal Protection and Classifications

The Federal Endangered Species Act of 1973 (FESA) defines an endangered species as "any species that is in danger of extinction throughout all or a significant portion of its range." Threatened species are defined as "any species which is likely to become an endangered species within the foreseeable future throughout all or a significant portion of its range." Under provisions of Section 9(a)(1)(B) of the FESA, it is unlawful to "take" any listed species. "Take" is defined as follows in Section 3(18) of the FESA: "...harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct." Further, the USFWS, through regulation, has interpreted the terms "harm" and "harass" to include certain types of habitat modification as forms of a "take." These interpretations, however, are generally considered and applied on a case-by-case basis and often vary from species to species. In a case where a property owner seeks permission from a federal agency for an action that could affect a federally listed plant and animal species, the property owner and agency are required to consult with the

USFWS. Section 9(a)(2)(b) of the FESA addresses the protections afforded to listed plants. Recently, the USFWS instituted changes in the listing status of former candidate species. Former C1 (candidate) species are now simply referred to as candidate species and represent the only candidates for listing. Former C2 species (for which the USFWS had insufficient evidence to warrant listing at this time) and C3 species (either extinct, no longer a valid taxon, or more abundant than was formerly believed) are no longer considered as candidate species. Therefore, these species are no longer maintained in list form by the USFWS, nor are they formally protected. However, some USFWS field offices have issued memoranda stating that former C2 species are henceforth to be considered Federal Species of Concern. This term is employed in this document, but carries no official protections. All references to federally protected species in this report (whether listed, proposed for listing, or a candidate) include the most current published status or candidate category to which each species has been assigned by the USFWS. For purposes of this assessment, the following acronyms are used for federal status species:

FE	Federal Endangered
FT	Federal Threatened
FPE	Federal Proposed Endangered
FPT	Federal Proposed Threatened
FC	Federal Candidate for Listing

State of California Protection and Classifications

The California Endangered Species Act (CESA) defines an endangered species as "...a native species or subspecies of a bird, mammal, fish, amphibian, reptile, or plant which is in serious danger of becoming extinct throughout all, or a significant portion, of its range due to one or more causes, including loss of habitat, change in habitat, overexploitation, predation, competition, or disease." The State defines a threatened species as "...a native species or subspecies of a bird, mammal, fish, amphibian, reptile, or plant that, although not presently threatened with extinction, is likely to become an endangered species in the foreseeable future in the absence of the special protection and management efforts required by this chapter. Any animal determined by the commission as rare on or before January 1, 1985 is a threatened species." Candidate species are defined as "...a native species or subspecies of a bird, mammal, fish, amphibian, reptile, or plant that the commission has formally noticed as being under review by the department for addition to either the list of endangered species or the list of threatened species, or a species for which the commission has published a notice of proposed regulation to add the species to either list." Candidate species may be afforded temporary protection as though they were already listed as threatened or endangered at the discretion of the Fish and Game Commission. Unlike the federal FESA, the CESA does not include listing provisions for invertebrate species.

Article 3, sections 2080 through 2085 of the CESA addresses the taking of threatened or endangered species by stating "no person shall import into this state, export out of this state, or take, possess, purchase, or sell within this state, any species, or any part or

product thereof, that the commission determines to be an endangered species or a threatened species, or attempt any of those acts, except as otherwise provided..." Under the CESA, "take" is defined as "...hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." Exceptions authorized by the state to allow "take" require "...permits or memorandums of understanding..." and can be authorized for "...endangered species, threatened species, or candidate species for scientific, educational, or management purposes." Sections 1901 and 1913 of the California Fish and Game Code provide that notification is required prior to disturbance.

Additionally, some sensitive mammals and birds are protected by the State as Fully Protected Mammals or Fully Protected Birds, as described in the California Fish and Game Code, sections 4700 and 3511, respectively. California Species of Special Concern ("special" animals and plants) listings include special status species, including all state and federal protected and candidate taxa, Bureau of Land Management and U.S. Forest Service sensitive species, species considered to be declining or rare by the CNPS or National Audubon Society, and a selection of species that are considered to be under population stress but are not formally proposed for listing. This list is primarily a working document for the CDFW CNDDB project. Informally listed taxa are not protected per se, but warrant consideration in the preparation of biotic assessments. For some species, the CNDDB is only concerned with specific portions of the life history, such as roosts, rookeries, or nest sites. For the purposes of this assessment, the following acronyms are used for state status species:

SE	State Endangered
ST	State Threatened
SCE	State Candidate Endangered
SCT	State Candidate Threatened
SFP	State Fully Protected
SP	State Protected
SR	State Rare
CSC	California Species of Special Concern
WL	California Watch List

California Native Plant Society

The CNPS is a private plant conservation organization dedicated to the monitoring and protection of sensitive species in the state. This organization has compiled an inventory comprised of the information focusing upon geographic distribution and qualitative characterization of rare, threatened, or endangered vascular plant species of California (Tibor 2001). The list serves as the candidate list for listing as threatened and endangered by the CDFW. The CNPS has developed five categories of rarity (California Rare Plant Rank [CRPR]):

CRPR 1A	Presumed extinct in California
CRPR 1B	Rare, threatened, or endangered in California and elsewhere
CRPR 2	Rare, threatened, or endangered in California, but more common elsewhere
CRPR 3	Plants about which we need more information – a review list
CRPR 4	Species of limited distribution in California (i.e., naturally rare in the wild), but whose existence does not appear to be susceptible to threat

As stated by the CNPS:

Threat Rank is an extension added onto the California Rare Plant Rank and designates the level of endangerment by a 1 to 3 ranking with 1 being the most endangered and 3 being the least endangered. A Threat Rank is present for all California Rare Plant Rank 1B, 2, 4, and the majority of California Rare Plant Rank 3. California Rare Plant Rank 4 plants are seldom assigned a Threat Rank of 0.1, as they generally have large enough populations to not have significant threats to their continued existence in California; however, certain conditions exist to make the plant a species of concern and hence be assigned a California Rare Plant Rank. In addition, all California Rare Plant Rank 1A (presumed extinct in California), and some California Rare Plant Rank 3 (need more information) plants, which lack threat information, do not have a Threat Rank extension (CNPS 2012).

0.1	Seriously threatened in California (over 80 percent of occurrences threatened/high degree and immediacy of threat)
0.2	Fairly threatened in California (20-80 percent occurrences threatened/moderate degree and immediacy of threat)
0.3	Not very threatened in California (<20 percent of occurrences threatened/low degree and immediacy of threat or no current threats known)

POTENTIALLY SENSITIVE SPECIES/RESOURCES

Determinations of MSHCP sensitive species that could potentially occur on the Project Site are based on one or both of the following: (1) a record reported in the CNDDB or CNPS inventory and; (2) the Project Site is within the known distribution of a species and contains suitable habitat or species documented onsite.

Sensitive Plant Communities

As stated by CDFG:

> "*One purpose of the vegetation classification is to assist in determining the level of rarity and imperilment of vegetation types. Ranking of alliances according to their degree of imperilment (as measured by rarity, trends, and*

threats) follows NatureServe's Heritage Methodology, in which all alliances are listed with a G (global) and S (state) rank. For alliances with State ranks of S1-S3, all associations within them are also considered to be highly imperiled" (CDFG 2012)

A single sensitive plant community was documented onsite including disturbed/ Riversidean alluvial fan sage scrub (G3 S3). The temporary impacts associated with the replacement of the water line will not affect the riverine function and/or value of the San Gorgonio River floodprone area, disturbed/Riversidean alluvial fan sage scrub or downstream biological resources.

Sensitive Plant Species

The MSHCP has determined that all of the sensitive species potentially occurring onsite have been adequately covered (MSHCP Table 2-2 Species Considered for Conservation Under the MSHCP Since 1999, 2004). However, additional surveys may be required for narrow endemic plants and/or criteria area species if suitable habitat is documented onsite and/or if the property is located within a predetermined "Survey Area" (MSHCP 2004).

The Project Site does not occur within a predetermined Survey Area for criteria area plant species. (RCIP Conservation Summary Report Generator 2016.

The Project Site occurs completely within a predetermined Survey Area for narrow endemic plant species including Yucaipa onion (*Allium marvinii*) and many-stemmed dudleya (*Dudleya multicaulis*) in Figure 6, *MSHCP Relationship Map* (RCIP Conservation Summary Report Generator 2016). Both species are dependent on clay soils of the following series: Altamont, Auld, Bosanko, Claypit, and Porterville (MSHCP 2004). Based on a lack of suitable soils and primarily disturbed condition of the Project Site, neither species is expected to be present.

Oak Tree and Plant Protection and Management

No oak or mature trees regulated by the City of Banning Municipal Codes were documented within or adjacent to the Project Site.

Sensitive Wildlife Species

The MSHCP has determined that all of the sensitive species potentially occurring onsite have been adequately covered (MSHCP Table 2-2 Species Considered for Conservation Under the MSHCP Since 1999, 2004). However, additional surveys may be required for criteria area species and specific wildlife species if suitable habitat is documented onsite and/or if the property is located within a predetermined "Survey Area" (MSHCP 2004).

The Project Site does not occur within a predetermined Survey Area for amphibians (RCIP Conservation Summary Report Generator 2012).

No riparian vegetation was documented within the Project Site. The two generally unvegetated reaches of the San Gorgonio River which the project crosses (Segments 0 and 18) do not represent suitable habitat for the least Bell's vireo (*Vireo bellii pusillus*), southwestern willow flycatcher (*Empidonax traillii extimus*) or western yellow-billed cuckoo (*Coccyzus americanus*).

The majority of the Project Site including all of Phase 1 Segments are not located within a predetermined Survey Area for the burrowing owl.

The southern region of Segment "0" occurs within a predetermined Survey Area for the burrowing owl as shown in Figure 6, *MSHCP Relationship Map*. Suitable burrowing owl foraging habitat is present within this region. Based on the presence of suitable habitat, focused MSHCP burrowing owl surveys are required to determine the presence, absence and status of the species within and adjacent to the southern Segment of "0" prior to initiating Phase 2 of the project. A 30-day preconstruction survey will also be required immediately prior to the initiation of construction in this region to ensure protection for this species and compliance with the conservation goals as outlined in the MSHCP.

Although the majority of the Project Site alignment occurs within a predetermined Survey Area for mammals including the Los Angeles pocket mouse (*Perognathus longimembris brevinasus*), 84% of the Project Site does not represent suitable habitat. (RCIP Conservation Summary Report Generator 2016). Based on the presence of suitable soils, vegetation and historic observations of the species in the vicinity, the Los Angeles pocket mouse is expected to be present within 0.02-acre of Phase 1 (Segment 8) and 3.04-acres of Phase 2 (Segments 1, 2, 3, 16 and portion of 0), as shown on Figure 3, *Biological Resources Map*. Specifically, the species is expected to occur within the California buckwheat scrub, non-native grassland, chamise–coastal sage scrub, disturbed/Riversidean alluvial fan sage scrub and San Gorgonio Wash habitats. Species specific conservation measures will be implemented as outlined in the following document to ensure no direct/indirect impacts to the Los Angeles pocket mouse occurs as a result of project initiation which consists solely of temporary impacts. Potential direct/indirect impacts to the Los Angeles pocket mouse will be mitigated by implementing (**BIO-MM1,** Los Angeles Pocket Mouse).

Nesting Bird Habitat

The majority of the Project Site including disturbed/developed vegetation communities (14.70-acres. 79%) do not provide nesting bird habitat. However, native and non-native habitats located within and adjacent to the Project Site represent potential nesting habitat for common and MSHCP covered sensitive passerine species. If construction is proposed between February 1st and September 15th, potential direct/indirect impacts to regulated nesting birds will require compliance with the federal Migratory Bird Treaty Act (MBTA) (**BIO-MM2,** Federal Migratory Bird Treaty Act).

MSHCP Riparian, Riverine, Vernal Pool Resources

No MSHCP riparian vegetation was documented within the Project Site. However, those reaches of the San Gorgonio River floodprone area (wash and disturbed/Riversidean

alluvial fan sage scrub vegetation communities) documented onsite (Portion of Segments 0, 8 and 18) are considered a riverine resource per 6.1.2 of the MSHCP, as shown in Figure 3, *Biological Resources Map*. The temporary impacts associated with the replacement of the water line will not affect the riverine function and/or value of the San Gorgonio River floodprone area, disturbed/Riversidean alluvial fan sage scrub or downstream biological resources and a MSHCP DBESP is not warranted.

No vernal pool resources or suitable soils (claypan) were documented within or adjacent to the Project Site.

SUMMARY OF CONSISTENCY WITH MSHCP POLICIES

The purpose of this report is to document the existing biological resources, identify general vegetation types, and assess the potential biological impacts associated with the proposed development within the Project Site as outlined by the Western Riverside County MSHCP. Specifically, the report is intended to assist the City of Banning during project review and compliance with MSHCP requirements. The following sections summarize the Project Site's relationship to MSHCP criteria areas and MSHCP compliance guidelines.

CRITERIA AREAS

The Project Site is located within the Western Riverside County MSHCP - The Pass Area Plan. The Project Site is not located within a MSHCP criteria area cell, group, or linkage area. Therefore, no Habitat Evaluation and Acquisition Negotiation Strategy (HANS) or Joint Project Review (JPR) are required.

The following outline summarizes the MSHCP conservation goals respective of MSHCP regulated resources.

PUBLIC/QUASI-PUBLIC LANDS

With the exception of Segments 1 to 5, the remaining reaches of the Project Site are located completely within PQP conserved lands as shown in Figure 2, *Project Site Map.* The project related temporary impacts will not result in a permanent reduction in conservation acreage or functional values within PQP conserved lands.

The project is consistent with MSHCP Section 3.2.1.

CRITERIA AREA SPECIES SURVEY AREA

The Project Site does not occur within a predetermined Survey Area for criteria area plant species; therefore, no surveys are required (RCIP Conservation Summary Report Generator 2015).

The project is consistent with MSHCP Section 6.3.2.

NARROW ENDEMIC PLANT SPECIES SURVEY AREA

The Project Site occurs completely within a predetermined Survey Area for narrow endemic plant species including Yucaipa onion and many-stemmed dudleya. (RCIP Conservation Summary Report Generator 2016). Both species are dependent on clay soils of the following series: Altamont, Auld, Bosanko, Claypit, and Porterville (MSHCP 2004). Based on a lack of suitable soils and primarily disturbed condition of the Project Site, neither species is expected to be present; therefore, no surveys are required.

The project is consistent with MSHCP Section 6.1.3

AMPHIBIAN SPECIES SURVEY AREA

The Project Site is not within the Amphibian Species Survey Area; therefore, no surveys are required (RCIP Conservation Summary Report Generator 2015).

The project is consistent with MSHCP Section 6.3.2.

MAMMAL SPECIES SURVEY AREA

Although the majority of the Project Site alignment occurs within a predetermined Survey Area for mammals including the Los Angeles pocket mouse, 84% of the Project Site does not represent suitable habitat. (RCIP Conservation Summary Report Generator 2016). Based on the presence of suitable soils, vegetation and historic observations of the species in the vicinity, the Los Angeles pocket mouse is expected to be present within 0.02-acre of Phase 1 (Segment 8) and 3.04-acres of Phase 2 (Segments 1, 2, 3, 16 and portion of 0), as shown on Figure 3, *Biological Resources Map*. Specifically, the species is expected to occur within the California buckwheat scrub, non-native grassland, chamise–coastal sage scrub, disturbed/Riversidean alluvial fan sage scrub and San Gorgonio Wash habitats. Species specific conservation measures will be implemented as outlined in the following document to ensure no direct/indirect impacts to the Los Angeles pocket mouse occurs as a result of project initiation which consists solely of temporary impacts. Potential direct/indirect impacts to the Los Angeles pocket mouse will be mitigated by implementing (**BIO-MM1,** Los Angeles Pocket Mouse).

Following implementation of BIO-MM1, Los Angeles Pocket Mouse mitigation measures, the project will be consistent with MSHCP Section 6.3.2.

BURROWING OWL SURVEY AREA

The majority of the Project Site including all of Phase 1 Segments are not located within a predetermined Survey Area for the burrowing owl; therefore, no surveys are required prior to initiating construction of Phase 1 (RCIP Conservation Summary Report Generator 2015).

The southern region of Segment "0" occurs within a predetermined Survey Area for the burrowing owl. Suitable burrowing owl foraging habitat is present within this region. Based on the presence of suitable habitat, focused MSHCP burrowing owl surveys are

required to determine the presence, absence and status of the species within and adjacent to the southern Segment of "0" prior to initiating Phase 2 of the project. A 30-day preconstruction survey will also be required immediately prior to the initiation of construction in this region to ensure protection for this species and compliance with the conservation goals as outlined in the MSHCP.

Phase 1 of the proposed project is consistent with MSHCP Section 6.3.2.

MSHCP RIPARIAN/RIVERINE AREAS AND VERNAL POOLS

No MSHCP riparian vegetation was documented within the Project Site. However, those reaches of the San Gorgonio River floodprone area (wash and disturbed/Riversidean alluvial fan sage scrub vegetation communities) documented onsite (Portion of Segments 0, 8 and 18) are considered a riverine resource per 6.1.2 of the MSHCP, as shown in Figure 3, *Biological Resources Map*. The temporary impacts associated with the replacement of the water line will not affect the riverine function and/or value of the San Gorgonio River floodprone area, disturbed/Riversidean alluvial fan sage scrub or downstream biological resources and a MSHCP DBESP is not warranted.

No vernal pool resources or suitable soils (claypan) were documented within or adjacent to the Project Site.

The project is consistent with MSHCP Section 6.1.2.

URBAN/WILDLANDS INTERFACE

The MSHCP Urban/Wildlands Interface guidelines presented in Section 6.1.4 are intended to address indirect effects associated with locating commercial, mixed uses and residential developments in proximity to a MSHCP Conservation Area. The majority of the Project Site is located within PQP conserved land. The temporary impacts associated with the proposed pipeline replacement project would not conflict with MSHCP Urban/Wildlands Interface guidelines. No mitigation proposed.

The project is consistent with MSHCP Section 6.1.4.

FUELS MANAGEMENT

The fuels management guidelines presented in Section 6.4 of the MSHCP are intended to address brush management activities around new development within or adjacent to MSHCP Conservation Areas. The majority of the Project Site is located within PQP conserved land. The temporary impacts associated with the proposed pipeline replacement project would not conflict with fuels management guidelines. No mitigation proposed.

The project is consistent with MSHCP Section 6.4.

PHASE 1 - MITIGATION MEASURES

Implementation of Mitigation Measures BIO-MM1 and BIO-MM2 would ensure compliance with MSHCP guidelines for Phase 1 of the proposed project.

BIO-MM 1 Los Angeles Pocket Mouse

A total of 0.02 acre of suitable Los Angeles pocket mouse habitat (disturbed/Riversidean alluvial fan sage scrub) is located within Phase 1 (portion of Segment 8) of the proposed project. In an effort to ensure that no direct impacts to the species result from project initiation, a relocation trapping survey will be conducted within this portion of Segment 8. The relocation trapping effort will start by installing an exclusionary fence around the perimeter of the work area. The specific alignment, design and depth of the fencing will be determined by a monitoring biologist familiar with the species. Following installation of the fencing, a focused relocation trapping program will be conducted within the delineated work area. Specifically, a minimum of five (5) consecutive trap-nights will be implemented and will continue until no individuals have been detected for at least three (3) consecutive nights. Focused trapping efforts should be conducted when the species is generally active from May to October. If trapping must be conducted outside of this active season, confirmation of activity will be required by concurrently trapping areas where the species is known or has the highest likelihood of detection. If the species is not detected, trapping will be conducted during the active season. All individuals captured during the midnight or pre-sunrise check will be immediately relocated to suitable habitat in the vicinity of the trapping area. The qualified biological monitor will also be present during initial vegetation removal and excavation within the target trapping area to determine if any individuals have been overlooked and what if additional conservation measures are warranted.

Although, no other regions within Phase 1 are expected to be occupied (burrowing habitat) by the species, suitable burrowing habitat is located adjacent to the proposed alignment and indirect impacts may occur. Therefore, a biological monitor familiar with the species shall be present if and when open trenches are present. All open trenches would be assessed each morning prior to work to ensure no species have inadvertently been captured. If captured, the monitoring biologist will determine the most effective way of capturing or allowing for the species to escape. The monitoring biologist will also be responsible for determining if additional conservation measures are warranted.

BIO-MM 2 Federal Migratory Bird Treaty Act

The majority of the Project Site including disturbed/developed vegetation communities (14.70-acres. 79%) do not provide nesting bird habitat. However, native and non-native habitats located within and adjacent to the Project Site represent potential nesting habitat for common and MSHCP covered sensitive passerine species.

Mitigation for potential direct/indirect impacts on common and MSHCP covered sensitive passerine and/or raptor species will require compliance with the federal Migratory Bird Treaty Act (MBTA). Construction outside the nesting season (between September 16th and January 31st do not require pre-removal nesting bird surveys. If construction is

proposed between February 1st and September 15th, a qualified biologist must conduct a nesting bird survey(s) no more than three (3) days prior to initiation of construction to document the presence or absence of nesting birds within or directly adjacent (100 feet) to the Project Site.

The survey(s) would focus on identifying any passerine or raptor nests that would be directly or indirectly affected by construction activities. If active nests are documented, species-specific measures shall be prepared by a qualified biologist and implemented to prevent abandonment of the active nest. At a minimum, grading in the vicinity of a nest shall be deterred until the young birds have fledged. A minimum exclusion buffer of 100 feet shall be maintained during construction, depending on the species and location. The perimeter of the nest setback zone shall be fenced or adequately demarcated with stakes and flagging at 20-foot intervals, and construction personnel and activities restricted from the area. A survey report by a qualified biologist verifying that no active nests are present, or that the young have fledged, shall be submitted to the City of Banning for review and approval prior to initiation of construction in the nest-setback zone. The qualified biologist shall serve as a construction monitor during those periods when construction activities occur near active nest areas to ensure that no inadvertent impacts on these nests occur. A report of the findings prepared by a qualified biologist shall be submitted to the City of Banning for approval prior to initiating construction activities.

Any nest permanently vacated for the season would not warrant protection pursuant to the MBTA.

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FIGURES

1 - Regional Location Map
2 - Project Site Map
3 - Biological Resources Map
4 - Current Project Site Photographs
5 - Current Project Site Photographs
6 - MSHCP Relationship Map
7 - Soil Associations Map

Certification

"I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this biological evaluation, and that the facts, statements, and information presented are true and correct to the best of my knowledge"

Author:_____Date: February 11, 2017

Fieldwork Performed by: _____ Date: February 11, 2017



Figure 1 - Regional Location Map

MSHCP General Habitat Assessment/Consistency Analysis
Banning Water Canyon Pipeline Replacement Project

CADRE Environmental

N
not to scale

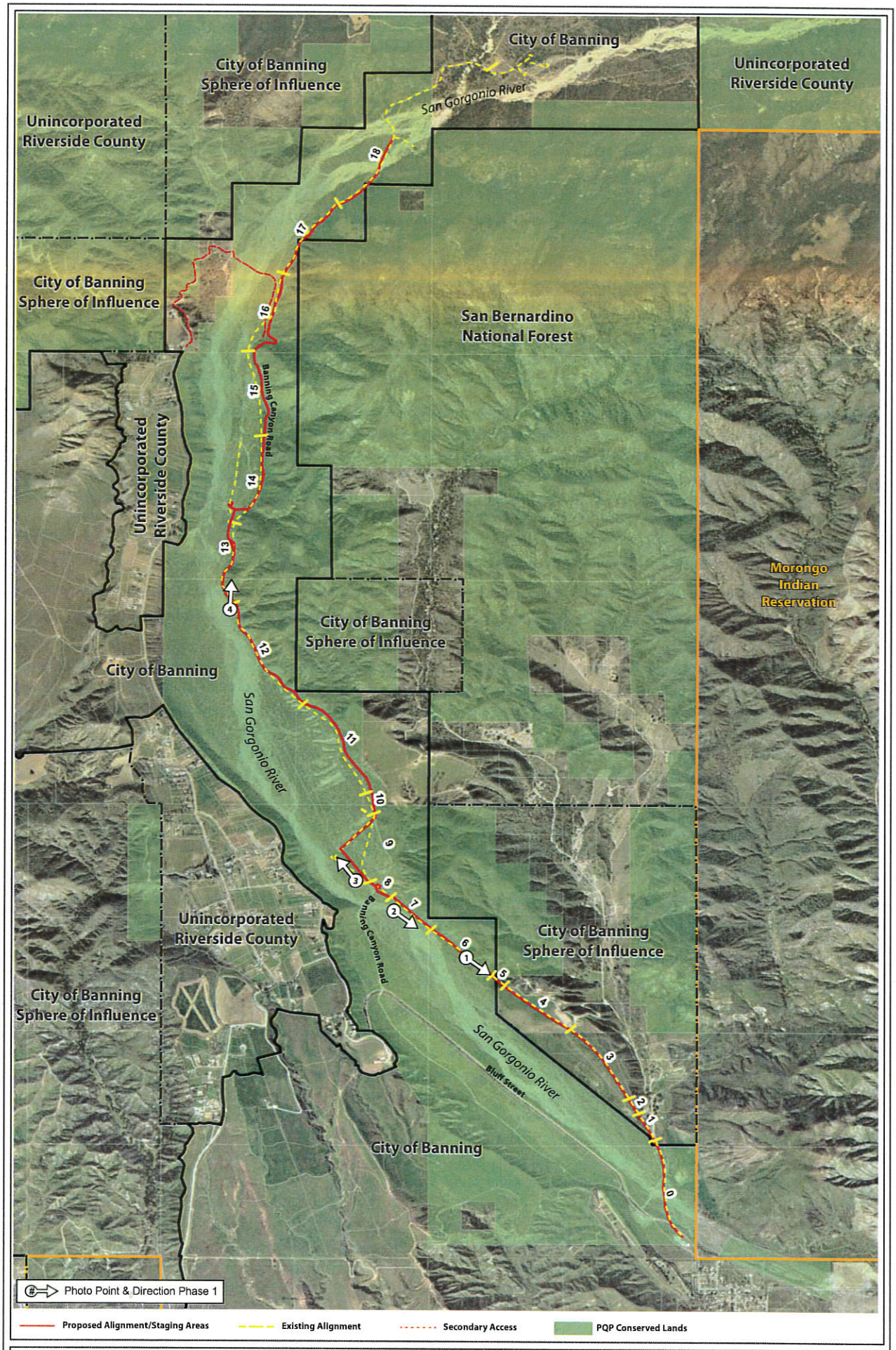


Figure 2 - Project Site Map

MSHCP General Habitat Assessment/Consistency Analysis
Banning Water Canyon Pipeline Replacement Project

CADRE Environmental

1 inch = 2,000 feet

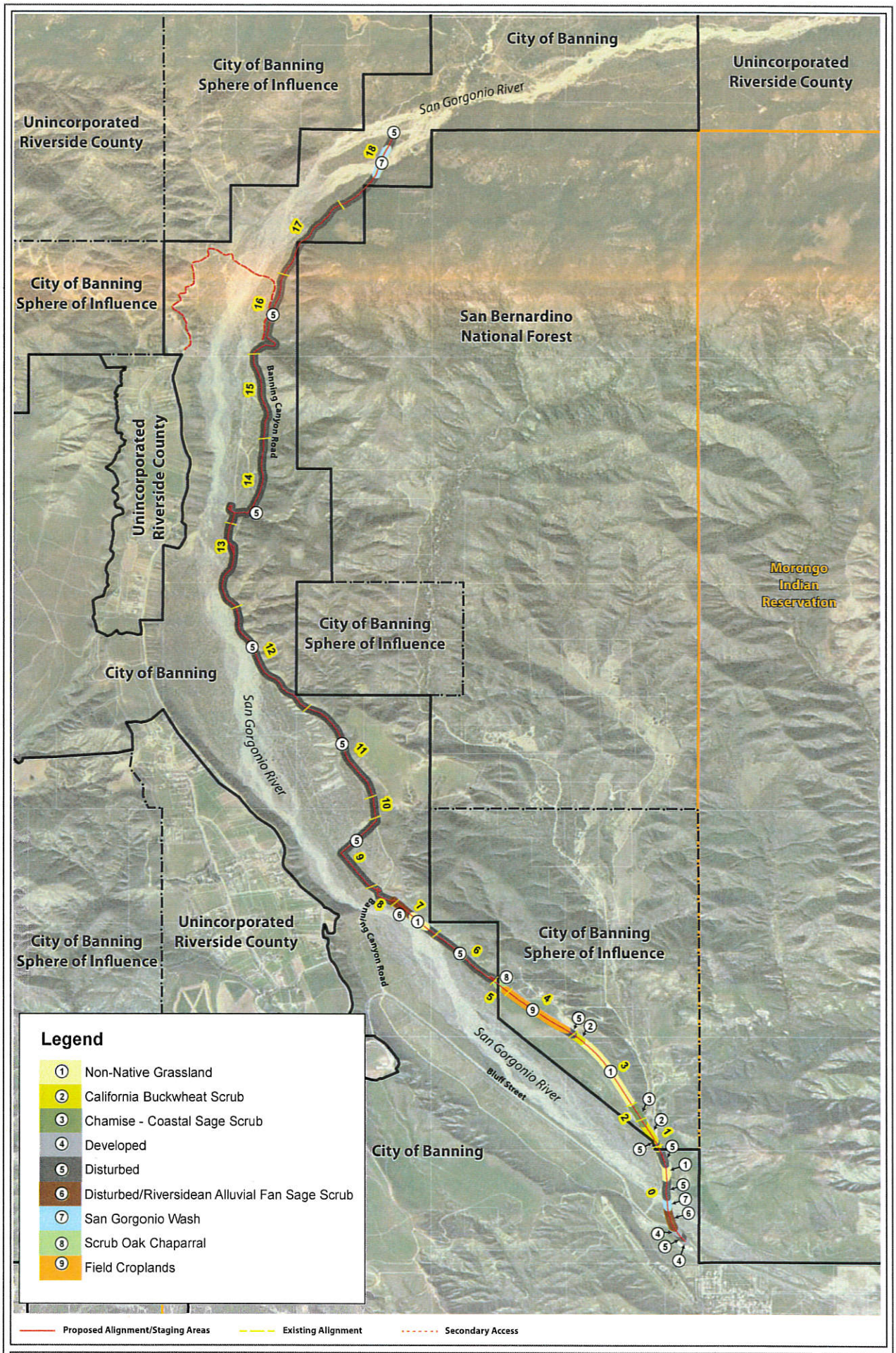


Figure 3 - Biological Resources Map

MSHCP General Habitat Assessment/Consistency Analysis
Banning Water Canyon Pipeline Replacement Project

CADRE Environmental

N

1 inch = 2,000 feet



PHOTOGRAPH 1 - Southeast view of southern reach of Project Site alignment (Phase 1). The existing pipeline shown in the photograph shows sign of past and current leakage.



PHOTOGRAPH 2 - Southeast view of Project Site (Phase 1). The majority of the Project Site (impact area) is located within the existing Banning Canyon Road (disturbed habitat).

Refer to Figure 2 for Photographic Key

Figure 4 - Current Project Site Photographs

MSHCP General Habitat Assessment/Consistency Analysis
Banning Water Canyon Pipeline Replacement Project

CADRE Environmental



PHOTOGRAPH 3 - Northwest view of existing well #5 located in the central region of Phase 1 of the proposed alignment.



PHOTOGRAPH 4 - Northward view of the northern region of Project Site (Phase 1) - Banning Canyon Road.

Refer to Figure 2 for Photographic Key

Figure 5 - Current Project Site Photographs

MSHCP General Habitat Assessment/Consistency Analysis
Banning Water Canyon Pipeline Replacement Project

CADRE Environmental

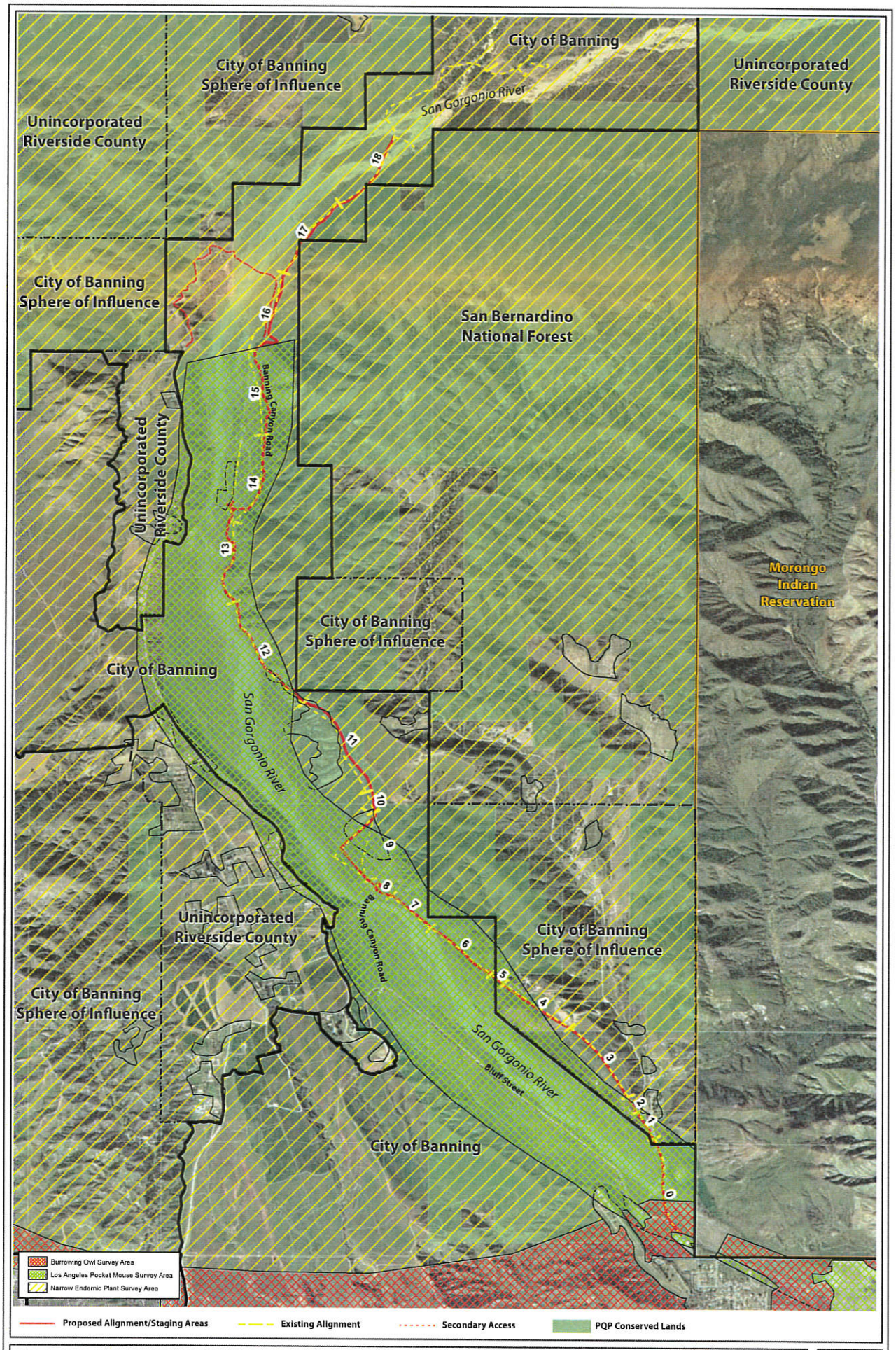


Figure 6 - MSHCP Relationship Map

MSHCP General Habitat Assessment/Consistency Analysis
Banning Water Canyon Pipeline Replacement Project

CADRE Environmental

1 inch = 2,000 feet

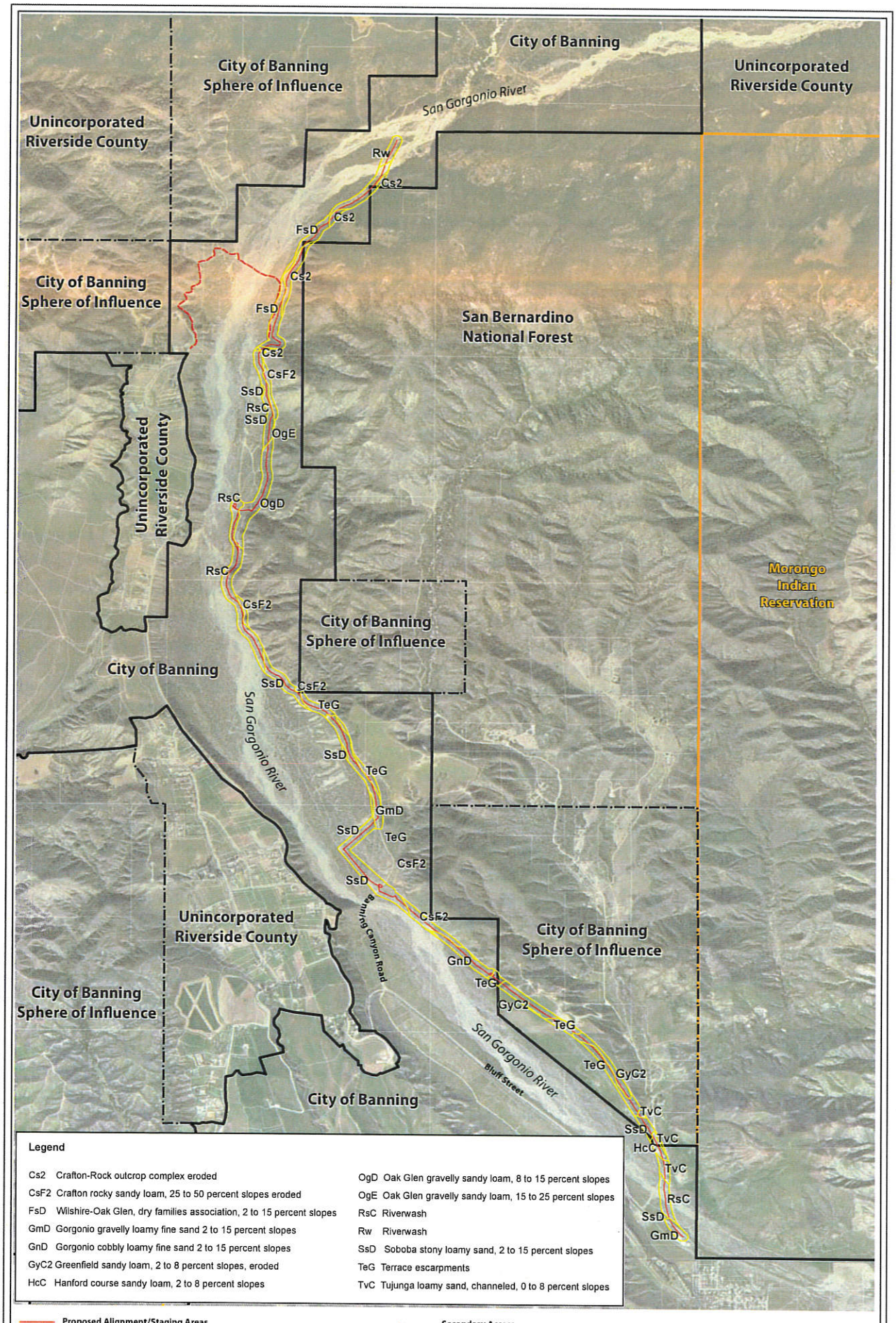


Figure 7 - Soil Associations Map

MSHCP General Habitat Assessment/Consistency Analysis
Banning Water Canyon Pipeline Replacement Project

CADRE Environmental

N

1 inch = 2,000 feet

ATTACHMENT 6

(Mitigation Monitoring and Reporting Program)

Mitigation Monitoring and Reporting Program

for

Banning Water Canyon Pipeline Replacement

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July 2017

INTRODUCTION

The City of Banning owns and operates approximately 6.5 miles of steel transmission pipeline, ranging in size from 18 to 24 inches in diameter within Banning "water" Canyon. Due to the age of the transmission pipeline (almost 100 years old) and its proximity to and within San Gorgonio River, multiple leaks have occurred at different locations along its length. The City has spent significant efforts to fix the leaks over recent years.

Notably, this transmission pipeline provides approximately 40% of the City's water supply and is considered the City's backbone water supply infrastructure. Therefore, the City intends to replace this transmission pipeline in appropriate phases so it is made of more current durable materials and can be relocated out of the active river channels. Completing this project will decrease water system losses and improve the efficiency of nearly half of the City of Banning's water supply. Additionally, by relocating the water line to the existing access road and out of the active River system, it will lessen the amount of habitat and resource disturbance through maintenance of the pipeline.

Phase 1 of the Banning Water Canyon Pipeline Replacement Project will replace 7,050 linear feet of the existing water transmission pipeline segments that have been deemed the most aged and prone to failure. Phase 2 will replace the remaining segments of pipeline, which total approximately 22,400 linear feet, and may be split up into several future phases, depending on funding availability. The new pipeline will consist of Ductile Iron Pipe (DIP), ranging in diameter from 20 to 24 inches. In order to eliminate aging infrastructure within the river bed, the replacement pipeline will be located within the existing access road along the eastern bank of the San Gorgonio River. The existing water pipeline will be abandoned in place.

There are existing water service customers that directly receive their potable water from the Banning Water Canyon water pipeline. Therefore, the proposed Project will also include the reconnection of existing water service laterals. It is expected that private water customers will not lose service during the project except for short periods of time during construction to allow for the switchover to the new pipeline.

The Project will also include minimal modifications, such as v-ditches and cross gutters to the access road in order to allow for better drainage and decrease maintenance. Additionally, the Project will include appurtenances such as air valves and blow offs that are necessary to regulate pipeline water pressure.

MITIGATION MONITORING AND REPORTING PROGRAM

A written monitoring report has been compiled to verify implementation of adopted mitigation measures. The following table provides a summary format for the written report, including identification of the various mitigation measures, applicable implementation stage, identification of the responsible monitoring party, and verification of implementation of each mitigation measure.

The following clarifies the meaning of each column in the following table:

Impact Category:	Identifies potentially affected resource/ environmental condition.
Mitigation Measure:	Those measures that will be implemented to minimize possible significant environmental impacts.
Implementing Timing:	The phase of the project in which implementation and compliance will be monitored.
Responsible Monitoring Party:	Entity responsible for monitoring implementation of the mitigation measure.
Monitoring/Reporting Method:	Identifies mechanism by which implementation will be verified.
Compliance Verification:	To be signed and dated by the City of Riverside Public Utilities Department upon receipt of written verification of each mitigation measure.

Impact Category	Mitigation Measure	Implementation Timing	Responsible Monitoring Party	`Monitoring/Reporting Method	Compliance Verification
Biological Resources	**MM BIO-1:** In an effort to ensure that no direct impacts to LAPM result from Project implementation of Phase 1 (portion of Segment 8) within a total of 0.02 acre of suitable LAPM habitat (disturbed/Riversidean alluvial fan sage scrub) (see **Figure 9**), a relocation trapping survey will be conducted within this portion of Segment 8. The relocation trapping effort will start by installing an exclusionary fence around the perimeter of the work area. The specific alignment, design and depth of the fencing will be determined by a monitoring biologist familiar with the species. Following installation of the fencing, a focused relocation trapping program will be conducted within the delineated work area. Specifically, a minimum of five (5) consecutive trap-nights will be implemented and will continue until no individuals have been detected for at least three (3) consecutive nights. Focused trapping efforts should be conducted when the species is generally active from May to October. If trapping must be conducted outside of this active season, confirmation of activity will be required by concurrently trapping areas where the species is known or has the highest likelihood of detection. If the species is not detected, trapping will be conducted during the active season. All individuals captured during the midnight or pre-sunrise check will be immediately relocated to suitable habitat in the vicinity of the trapping area. The qualified biological monitor will also be	Between May and October, prior to any construction-related vegetation removal, ground disturbance, or grading in Phase 1, Segment 8 only	Construction contractor and qualified biologist	Project Schedule and Pre-construction LAPM survey report submitted to the City.	

	present during initial vegetation removal and excavation within the target trapping area to determine if any individuals have been overlooked and what if additional conservation measures are warranted. Although, no other regions within Phase 1 are expected to be occupied (burrowing habitat) by the species, suitable burrowing habitat is located adjacent to the proposed alignment and indirect impacts may occur. Therefore, a biological monitor familiar with the species shall be present if and when open trenches are present. All open trenches would be assessed each morning prior to work to ensure no species have inadvertently been captured. If captured, the monitoring biologist will determine the most effective way of capturing or allowing for the species to escape. The monitoring biologist will also be responsible for determining if additional conservation measures are warranted.				
Biological Resources	**MM BIO-2:** Since Phase 2 is currently unscheduled, in order to ensure that no direct impacts to LAPM species which may occupy Phase 2 areas occur, an additional LAPM survey can be performed prior to the construction of Phase 2. If a survey is not able to be conducted, the City can assume occupancy of LAPM and prepare a relocation trapping survey shall be conducted within Segments 1, 2, 3, 16 and portion of 0 prior to any ground disturbance in order to reduce impacts to the LAPM. By trapping and relocating any LAPM out of the construction area, this will reduce impacts for LAPM.	Prior to any Phase 2 construction-related ground disturbance or grading	Qualified biologist	Project Schedule and Pre-construction LAPM report submitted to the City.	

Biological Resources	**MM BIO-3:** Based on the presence of suitable habitat within Phase 2, Segment 0, focused MSHCP burrowing owl surveys within this Segment will be required to determine the presence, absence and status of the species within and adjacent to the southern Segment of "0" prior to initiating future phases of the project. A report of the findings prepared by a qualified biologist shall be submitted to the City of Banning and County Environmental Programs Division for review and approval. In addition to the focused surveys for burrowing owl, Segment 0 in Phase 2 will also require a 30-day burrowing owl preconstruction survey. The survey will be conducted immediately prior to the initiation of ground-disturbing construction to ensure protection for this species and compliance with the conservation goals as outlined in the MSHCP. The survey will be conducted in compliance with both MSHCP and CDFW guidelines. A report of the findings prepared by a qualified biologist shall be submitted to the City of Banning and County Environmental Programs Division for review and approval prior to any permit or ground disturbing activities. If burrowing owls are detected onsite during the 30-day preconstruction survey, during the breeding season (February 1st to August 31st) then construction activities shall be limited to beyond 300 feet of the active burrows until a qualified biologist has confirmed that nesting efforts are competed or not initiated. In addition to monitoring breeding activity, if construction is	30-days prior to any construction-related vegetation removal, ground disturbance, or grading for Phase 2 only	Construction contractor and qualified biologist	Project Schedule and Pre-construction burrowing owl survey report submitted to the City.	

	proposed to be initiated during the breeding season or active relocation is proposed, a burrowing owl mitigation plan will be developed based on the County of Riverside Environmental Programs Division, CDFW and USFWS requirements for the relocation of individuals.				
Biological Resources	**MM BIO-4:** Should project construction of segments found in either Phase 1 or 2 not be able to avoid the nesting season, between February 1st and September 15th, a qualified biologist must conduct a nesting bird survey(s) no more than three (3) days prior to initiation of construction to document the presence or absence of nesting birds within or directly adjacent (100 feet) to the Project Site. The survey(s) would focus on identifying any passerine or raptor nests that would be directly or indirectly affected by construction activities. If active nests are documented, species-specific measures shall be prepared by a qualified biologist and implemented to prevent abandonment of the active nest. At a minimum, grading in the vicinity of a nest shall be deterred until the young birds have fledged. A minimum exclusion buffer of 100 feet shall be maintained during construction, depending on the species and location. The perimeter of the nest setback zone shall be fenced or adequately demarcated with stakes and flagging at 20-foot intervals, and construction personnel and activities restricted from the area. A survey report by a qualified biologist verifying that no active nests are present, or that the young have fledged, shall be submitted	Prior to vegetation removal for Phase 1 and 2, if removal of vegetation occurs between February 1st and September 15th	Construction contractor and qualified biologist	Project schedule and nesting bird survey report, if applicable	

	to the City of Banning for review and approval prior to initiation of construction in the nest-setback zone. The qualified biologist shall serve as a construction monitor during those periods when construction activities occur near active nest areas to ensure that no inadvertent impacts on these nests occur. A report of the findings prepared by a qualified biologist shall be submitted to the City of Banning for approval prior to initiating construction activities. Any nest permanently vacated for the season would not warrant protection pursuant to the MBTA.				
Biological Resources	**MM BIO-5:** In order to reduce impacts associated with the RAFSS habitat within Phase 1 (Segment 8) and Phase 2 (Segments 0 and 18) as shown on **Figure 9**, the City shall have a biologist identify the species to be removed and provide replanting of the same or similar species after construction is completed.	Prior to ground disturbance of Phase 1 and 2	Qualified biologist	Submittal of proof that a biologist has been retained	
Biological Resources	**MM BIO-6:** Prior to construction of Phases 1 and 2, applicable permits shall be obtained for impacts to USACE, RWQCB, and CDFW jurisdictional areas. Permits shall include measures to replace any vegetation removed during construction that is affiliated with the jurisdictional areas.	Prior to construction of Phases 1 and 2	City of Banning Planning Department	Submittal of proof that permits have been obtained	
Cultural Resources	**MM CR-1:** Prior to the issuance of grading permits, the developer/permit applicant shall enter into an agreement with a Native American Monitor from the Morongo Band of Mission Indians. The Native American Monitor shall be on-site during	Prior to and during all ground-disturbing activities of Phase 1 and 2	Construction contractor and archaeological monitor (through agreement with	Submittal of proof that an archaeological monitor has been retained Submittal of report documenting monitoring	

	all initial ground disturbing activities and excavation of each portion of the project site including clearing, grubbing, tree removals, grading and trenching. The Native American Monitor shall have the authority to temporarily divert, redirect or halt the ground disturbance activities to allow identification, evaluation, and potential recovery of cultural resources. If cultural and/or cultural resources are found during project construction then a Cultural Resources Management Plan shall be prepared by the project archaeologist in consultation with the Morongo Band of Mission Indians. The preferred method of disposition of any archaeological materials should use one of the following methods: 1) A fully executed reburial agreement with the appropriate culturally affiliated Native American tribe or band. This reburial area should be away from any future impacts. Reburial shall not occur until all cataloguing, analysis and special studies have been completed on the cultural resources. Details of contents and location of the reburial shall be included in the Final Report. 2) Curation at a Riverside County Curation facility that meets federal standards per 36 CFR Part 79 and therefore will be professionally curated and made available to other archaeologists/researchers and tribal members for further study. The collection and associated records shall be transferred, including title, and are to be accompanied by payment of the fees necessary for permanent curation. Evidence shall		Morongo Band and other tribes, if applicable)	activity after monitoring has been completed	

	be in the form of a letter from the curation facility identifying that archaeological materials have been received and that all fees have been paid. 3) If more than one Native American Group is involved with the project and cannot come to an agreement between themselves as to the disposition of cultural resources, the landowner(s} shall then proceed with curation of the cultural resources at the Western Science Center.				
Cultural Resources	**MM CR-2:** A representative designated by the Morongo Tribe shall attend the pre-construction meeting with the contractors and shall provide a Cultural Sensitivity and Awareness Training for all Construction Personnel. Training will include a brief review of the cultural sensitivity of the Project and the surrounding area; what resources could potentially be identified during earthmoving activities; the requirements of the monitoring program; the protocols that apply in the event unanticipated cultural resources are identified, including who to contact and appropriate avoidance measures until the find(s) can be properly evaluated; and any other appropriate protocols. This is a mandatory training and all construction personnel must attend prior to beginning work on the project site.	Prior to ground disturbance of Phase 1 or 2	Construction contractor and qualified archaeologist (designated by the Morongo Tribe)	Submittal of proof that training has been completed	
Cultural Resources	**MM CR-3:** A qualified project archaeologist shall be on site during all ground-disturbing activities for Phase 1 and 2. In the event that potentially significant archaeological materials are encountered during Project related ground-disturbing activities, all ground disturbance	During all ground-disturbing activities for Phase 1 and 2	Construction contractor, qualified archaeologist, and tribal representative	Cultural Resources Report, if needed	

	activities within 100 feet of the discovered cultural resource shall be halted and the applicant shall call the project archaeologist immediately upon discovery of the cultural resource. A meeting shall be convened between the developer, the project archaeologist, the Native American tribal representative (or other appropriate ethnic/cultural group representative), to discuss the significance of the find. At the meeting with the aforementioned parties, a decision is to be made, with the concurrence of the project archaeologist, as to the appropriate treatment (documentation, recovery, avoidance, etc.) for the cultural resource. Further ground disturbance shall not resume within the area of the discovery until the appropriate treatment has been accomplished.				
Cultural Resources	**MM CR-4:** In order to avoid impacting unknown significant paleontological resources during Project construction, a Paleontological Resource Mitigation Plan (PRMP), consistent with Society of Vertebrate Paleontology standard guidelines for the mitigation of construction-related adverse impacts on paleontological resources, shall be prepared and enforced during Project construction.	During excavation and grading for Phase 1 and 2	Construction contractor, professional paleontologist	Paleontological Report, if necessary	
Cultural Resources	**MM CR-5:** In the event of discovery of human remains, the landowner shall comply with Health and Safety Code §7050.5 and Public Resource Code §5097.98 which will identify the process of notification to the tribes and the Coroner as well as how the remains will be treated if they are identified as Native American. The landowner shall notify the City in the even human remains	During construction of Phase 1 or 2	Project contractor, County Coroner, Native American Heritage Commission	Record of consultation, if necessary	

	are found and identified as Native American so that the City can ensure PRC§5097.98 has been followed.				
Geology and Soils	**MM GEO-1:** Prior to construction of the Project, a site specific Geotechnical Report will be prepared and submitted to the City Engineer for approval. Recommendations identified in the site specific Geotechnical Report regarding the potential for seismic hazards, landsliding, mudflows, and unstable or expansive soils, including appropriate construction measures, will be incorporated into the project designs to minimize the potential for damage to Project facilities.	Prior to construction of Phase 1 or 2	City engineer and qualified geologist	Submittal of site specific Geotechnical Report	
Geology and Soils	**MM GEO-2:** The Project pipeline segments under Phase 1 and 2 shall be constructed pursuant to the following mitigation measure contained in the City's GP DEIR, Geotechnical Element. Utility trench excavations in slope areas or within the zone of influence of structures should be properly backfilled order to prevent erosion or other instability issues related to trenching during construction in accordance with the following recommendations: (a) Pipes shall be bedded with a minimum of 6 inches of pea gravel or approved granular soil. Similar material shall be used to provide a cover of at least 1 foot over the pipe. This backfill shall then be uniformly compacted by mechanical means or jetted to a firm and unyielding condition. (b) Remaining backfill may be fine-grained soils. It shall be placed in lifts not exceeding 6 inches in thickness or as determined appropriate, watered	During construction of Phases 1 and 2	City engineer	Submittal of plans showing compliance	

	or aerated to near optimum moisture content, and mechanically compacted to a minimum of 90% of the laboratory maximum density. (c) Pipes in trenches within 5 feet of the top of slopes or no the face of slopes shall be bedded and backfilled with pea gravel or approved granular soils as described above. The remainder of the trench backfill shall comprise typical on-site fill soil mechanically compacted as described in the previous paragraph.				
Hazards and Hazardous Materials	**MM HAZ-1:** A Project-specific fire prevention plan for both construction and operation of the project shall be prepared by the City and submitted to CAL FIRE and the Riverside County Fire Department for review prior to initiation of construction. The City shall fully implement the Plan during all construction and maintenance activities.	Prior to initiation of construction and during construction of Phase 1 or 2	City staff, CALFIRE, Riverside County Fire Department	Submittal of fire prevention plan for construction and operation	
Hydrology and Water Quality	**MM HYD-1:** To ensure compliance with water quality standards, the City shall obtain authorization from the RWQCB prior to the discharge of any flushed water onsite and comply with the Whitewater River Watershed MS4 Permit to which the City is a Permittee. Water will be flushed in segments at no more than 100 gpm to ensure infiltration.	Prior to the discharge of any flushed water onsite during Phase 1 or 2	City staff, RWQCB	Proof that authorization has been received	
Noise	**MM NOI-1:** During Phase 1 construction along Segment 5 and Phase 2 construction along Segments 1 through 4, construction equipment operating in the Project area shall be fitted with well-maintained functional mufflers to limit noise emissions.	Prior to and during Phase 1 construction along Segment 5 and Phase 2 construction along Segments 1 through 4	City staff	Submittal of proof that appropriate equipment is in use	

Noise	**MM NOI-2:** During Phase 1 construction along Segment 5 and Phase 2 construction along Segments 1 through 4, earth moving/hauling routes and stockpiling/vehicle staging areas shall be located away from occupied residences, to the greatest extent feasible.	Prior to and during Phase 1 construction along Segment 5 and Phase 2 construction along Segments 1 through 4	City staff	Submittal of proof that staging areas are appropriately located	
Noise	**MM NOI-3:** During Phase 1 construction along Segment 5 and Phase 2 construction along Segments 1 through 4, construction activities shall take place only during the hours specified in the City's Noise Ordinance (between the hours of 7:00 A.M. and 6:00 P.M.) to reduce noise impacts during sensitive time periods.	Prior to and during Phase 1 construction along Segment 5 and Phase 2 construction along Segments 1 through 4	City staff and Project contractor	Submittal of proof that construction activities are limited to designated times	

ATTACHMENT 3



Aspen Environmental Group

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September 12, 2017

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City of Banning
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(951) 922-3138

Subject: Response to the City of Banning Public Works Department's Environmental Support Services Request for Proposal (RFP) for the San Gorgonio River Pipeline Project

Dear Ms. Stuart,

Aspen Environmental Group (Aspen) is pleased to submit this proposal to provide environmental support services for the pipeline replacement project (Project) located along the bank of the San Gorgonio River in response to the City of Banning's (City) Project Specific RFP received on August 30, 2017. This proposal has been prepared in accordance with the terms and conditions of the on-call environmental services request for proposals reviewed and approved by the City Council on May 10, 2016, per Resolution No. 2016-38.

1. Introduction

Aspen is one of California's most experienced firms in conducting mitigation monitoring for infrastructure projects on behalf of public agencies. Aspen has implemented successful mitigation monitoring, compliance, and reporting programs throughout California, Arizona, and Nevada. Our field monitors have worked in the desert, mountain, coastal, and urbanized regions of southern California, as well as the San Francisco Bay Area, the Sacramento area, and in remote regions in southeastern, central, and northern California. Each of our projects has broadened Aspen's understanding of construction techniques and resulting impacts. Aspen has provided mitigation compliance and field monitoring services to the following agencies:

- CA Department of Water Resources
- CA Public Utilities Commission
- US Army Corps of Engineers
- CA Department of Fish and Wildlife
- California Energy Commission
- Ventura County Watershed Protection District
- United States Air Force
- Metropolitan Water District
- CA State Lands Commission
- USDA Forest Service
- Western Area Power Administration
- City of Laguna Niguel
- Los Angeles Department of Water and Power
- Ventura County Water Works
- Palmdale Water District
- County of San Luis Obispo

Aspen has provided a wide range of monitoring services to our clients ranging from very specific monitoring tasks, such as monitoring of hydroseeding success at restoration sites, to comprehensive monitoring services for large infrastructure projects. As an example, for the CPUC, Aspen has conducted the full range of monitoring and compliance services for numerous projects over the last 25 years. These services have included pre-construction compliance activities, including review of mitigation plans and other pre-construction requirements, preparation of Notices to Proceed for phases of construction, processing of variance requests to allow deviation from mitigation requirements, field monitoring of all construction activities, reporting on construction progress and mitigation compliance, post-construction final monitoring reports, and all record keeping of the construction and monitoring process.

The Aspen Team brings extensive experience in developing and implementing mitigation monitoring and reporting programs for infrastructure projects, including pipelines. Overall, the Aspen Team has been involved in the monitoring and compliance of over 50 infrastructure projects, beginning with the Pacific Pipeline Project Mitigation Monitoring and Compliance Program which started in 1996. Aspen's team has monitored mitigation and compliance for projects located throughout southern California, including projects in mountains, inland valleys, deserts, and urban locations, including work within jurisdictional waterways. A few examples are listed below, and more detailed information is provided in Table 1. Many of these monitoring efforts have been managed by our proposed Project Manager, Vida Strong, and have included the monitoring and resource specialists proposed for the San Gorgonio River pipeline replacement project.

- Major linear construction projects such as the Los Angeles Department of Public Works Barren Ridge Renewable Transmission Project and the Level 3 Communications: Interstate 8 corridor from the Arizona border into San Diego and along the Interstate 15 corridor between Victorville and Las Vegas. Pipeline projects include the PG&E Line 401 Capacity Loop Project, Lodi Gas Kirby Hills Natural Gas Storage Facility Project, Alpine Natural Gas Project, and Pacific Pipeline Project.

- National Forest Lands: Aspen has conducted construction monitoring for infrastructure projects in the Los Padres, Angeles, San Bernardino, and Cleveland National Forests. Aspen has excellent working relationships with the Forest Service and is able to work effectively with these agencies to resolve construction issues on the lands these agencies manage.

- Urban, suburban, and rural locations: Transmission line projects in residential areas in San Diego County, the Chino Hills, and pipeline construction through commercial and industrial sections of Los Angeles, involving close work with the local governments to reduce disruption of residences and businesses, and protect and repair utility services. Aspen monitored fiber optic project construction through El Centro and Jacumba where we addressed unanticipated groundwater and cultural resource issues in the desert communities.

Table 1. Examples of Aspen's Experience with Mitigation Monitoring and Compliance

Project Name	Lead Agency/Client	Key Project Features
Barren Ridge Renewable Transmission Line Project	Los Angeles Department of Water and Power	Aspen is currently providing biological monitoring, pre-construction surveys, permitting assistance, and reporting for this new renewable transmission line project. Aspen maintains a complex database of monitoring and reporting information and routinely partners with LADWP staff to support construction and permitting requirements.
Power Plant 1 Emergency Clean Out	Los Angeles Department of Water and Power	Aspen provided biological monitoring and pre-construction surveys to support the initial clean out of mud and debris from LADWP facilities located in San Francisquito Canyon.
Solar Project	Confidential Client	Aspen conducted pre-construction surveys, and biological monitoring for a 51-acre solar field located in Lancaster CA.
Solar Project	Confidential Client	Aspen conducted pre-construction surveys, and biological monitoring for a 160-acre solar field located in Lancaster CA. these included surveys for Swainson's hawk, burrowing owl, desert kit fox, and sensitive reptiles.
Monitoring Repair of Colonia Dr. Stabilizer	County of Ventura Public Works Agency	Aspen completed survey, clearance, and monitoring tasks to support repairs to failing drop structures along the Arroyo Los Posas. These tasks included pre-construction clearance surveys, construction monitoring, fish relocation, and vegetation clearing. Aspen also coordinated with the USFWS and CDFW to allow construction to occur during the bird breeding season.
Monitoring Repair of the Moorpark	County of Ventura Public Works	Aspen provided biological monitoring, permit support, and conducted informal sensitive species consultation with the USFWS to support repairs to a

Table 1. Examples of Aspen's Experience with Mitigation Monitoring and Compliance		
Project Name	**Lead Agency/Client**	**Key Project Features**
Wastewater Treatment Plant Bank Stabilization project	Agency	failing slope at a wastewater treatment facility on the Arroyo Los Posas. These tasks included pre-construction clearance surveys, construction monitoring, and nesting bird surveys. Aspen also coordinated with the USFWS and CDFW to allow construction to occur during the bird breeding season.
Seven Oaks Dam Radial Gate testing 2011	U.S. Army Corps of Engineers	Aspen conducted pre-construction surveys for Santa Ana sucker and other sensitive fish prior to the second phase of water releases from the Seven Oaks Dam. Aspen monitored the testing and relocated stranded fish.
Seven Oaks Dam Radial Gate testing 2010	U.S. Army Corps of Engineers	Aspen conducted pre-construction surveys for Santa Ana sucker and other sensitive fish prior to the initial radial gate testing at the Seven Oaks Dam. Aspen monitored the testing and completed surveys for to locate any stranded fish.
California Valley Solar Ranch	County of San Luis Obispo	Aspen monitored construction compliance for a new 250-MW photovoltaic solar plant in the Carrizo Plain in San Luis Obispo County. The project site supports numerous State and federally listed species including San Joaquin kit fox and giant kangaroo rat. Aspen prepared the Mitigation Monitoring Program, performed pre-construction compliance, and construction monitoring.
Topaz Solar Farm	County of San Luis Obispo	Aspen monitored construction compliance for a new 450-MW photovoltaic solar plant in the Carrizo Plain in San Luis Obispo County. The project site supports San Joaquin kit fox, rare plants, and nesting birds. Aspen prepared the Mitigation Monitoring Program, performed pre-construction compliance, and construction monitoring.
Sunrise Powerlink Project	California Public Utilities Commission	Aspen monitored construction compliance for a 120-mile 500-kV high voltage transmission from the Imperial Valley into San Diego County. The transmission line traverses BLM and Cleveland National Forest lands. Aspen prepared the Mitigation Monitoring Program, performed pre-construction compliance, and construction monitoring.
Tehachapi Renewable Transmission Project (Segments 1-11)	California Public Utilities Commission	Aspen monitored construction compliance for over 173 miles of 500-kV and 230-kV transmission line in Los Angeles, San Bernardino, and Kern Counties, including Angeles National Forest. Includes construction of high-voltage substations and expansion of existing substations. Aspen prepared the Mitigation Monitoring and Reporting Program, performed pre-construction compliance, and is currently conducting construction monitoring.
Devers-Palo Verde No. 2 Transmission Project	California Public Utilities Commission	Aspen monitored construction compliance for a new 150-mile, 500-kV electric transmission line from near Blythe, California, to the Romoland area of Riverside County. The project traverses federal BLM and San Bernardino National Forest land, private land, and lands under various other jurisdictions. Aspen prepared the Mitigation Monitoring and Reporting Program, pre-construction compliance, and construction monitoring.
El Casco System Project	California Public Utilities Commission	Aspen monitored construction of the new El Casco Substation, as well as upgrades of two substations, 115-kV subtransmission line, new fiber optic line, and associated structures, between the Cities of Redlands and Banning. Aspen prepared the Mitigation Monitoring and Reporting Program, performed pre-construction compliance, and conducted construction monitoring.

Table 1. Examples of Aspen's Experience with Mitigation Monitoring and Compliance		
Project Name	**Lead Agency/Client**	**Key Project Features**
Lodi Gas Kirby Hills Natural Gas Storage Facility Project	California Public Utilities Commission	Aspen monitored the installation of necessary pipelines, and compression and metering facilities to utilize a depleted underground gas reservoir for natural gas storage.
PG&E Line 401 Capacity Loop Project	California Public Utilities Commission	Aspen monitored the installation of a 14-mile natural gas pipeline within Modoc National Forest and rugged, private lands within Shasta County containing sensitive cultural and biological resources, respectively. This project included the crossing of numerous jurisdictional drainages.
Jefferson-Martin 230 kV Transmission Line Project	California Public Utilities Commission	Aspen monitored construction of a 27-mile 230-kV transmission line through San Mateo County, Colma and Daly City, and across San Bruno Mountain. Aspen prepared the Mitigation Monitoring and Reporting Program, performed pre-construction compliance, and conducted construction monitoring.
Viejo System Project	California Public Utilities Commission	Aspen monitored construction construction of a new 220/66/12-kV substation and 3.1-miles of 66-kV subtransmission line in south Orange County, California. The line traverses residential and recreational areas in Mission Viejo and the substation is located in a business park adjacent to a wilderness area in Lake Forest. Aspen prepared the Mitigation Monitoring Program, performed pre-construction compliance, and conducted construction monitoring.
Miguel-Mission 230-kV #2 Project	California Public Utilities Commission	Aspen monitored construction of a new 230-kV circuit between Miguel and Mission Substations in San Diego County. Aspen prepared the Mitigation Monitoring and Reporting Program, performed pre-construction compliance, and conducted construction monitoring.
Riverway Substation	California Public Utilities Commission	Aspen monitored construction of a 66/12-kV low-profile substation and six 12-kV distribution lines in Visalia. The project includes approx. 1,200 feet of underground 66-kV subtransmission lines, as well as new fiber optic cable and communication equipment. Aspen prepared the Mitigation Monitoring and Reporting Program, performed pre-construction compliance, and conducted construction monitoring.
Alpine Natural Gas Project	California Public Utilities Commission	Aspen monitored construction of a 27-mile natural gas pipeline and distribution system in a rural residential area of Calaveras County
Seventh Standard Substation	California Public Utilities Commission	Aspen monitored construction of a new 115/21-kV substation in Bakersfield, Kern County. The project includes approx. 1,000 feet of 115-kV power line. Aspen prepared the Mitigation Monitoring and Reporting Program, performed pre-construction compliance, and conducted construction monitoring.
San Onofre Nuclear Generating Station Steam Generator Replacement	California Public Utilities Commission	Aspen monitored of the transport of replacement steam generators across Camp Pendleton using prime movers. Transport routes were located in areas of biological and cultural sensitivity, including beaches, coastal dunes, and stream crossings.
California Aqueduct, Santa Ana Valley Pipeline Repairs	California Department of Water Resources	Aspen monitored DWR's excavation, inspection, and repair at 12 sites on the 12-foot diameter high-pressure underground portion of the California Aqueduct. Aspen implemented a Mitigation Monitoring Program, including pre-construction compliance review, development of a comprehensive Worker Training Program, and compliance monitoring.

Table 1. Examples of Aspen's Experience with Mitigation Monitoring and Compliance		
Project Name	**Lead Agency/Client**	**Key Project Features**
Santa Maria River Levee Repairs – Monitoring & Sensitive Species Surveys	U.S. Army Corps of Engineers	Aspen conducted pre-construction surveys sensitive plants, California red-legged frogs, least Bell's vireo, nesting birds, and southern steelhead. Aspen provided construction monitoring during key phases of the levee project.
Prado Dam – Habitat Restoration, Monitoring, and Maintenance	U.S. Army Corps of Engineers	Aspen preformed monitoring of environmental resources at active construction sites; vegetation and rare species surveys and mapping; monitoring of stream diversions, including relocation of listed Santa Ana sucker; surveys, monitoring, and assessment of mitigation; and surveys and minor habitat improvements at the Santa Ana River Marsh.
Santa Paula Creek Flood Control Project	U.S. Army Corps of Engineers	Aspen implemented riparian revegetation along the Santa Clara River. Aspen has also conducted fish passage monitoring and assisted the USACE with the repairs to the existing fish ladder.
Santa Ana River Project	U.S. Army Corps of Engineers	Aspen monitored multiple construction components of the extensive flood control project in Riverside, San Bernardino, and Orange Counties.
Vista Del Lago Visitors Center Slope Repairs Project	California Department of Water Resources	Aspen conducted biological and construction monitoring of slope repairs and pipeline construction adjacent to the lake.
Piru Creek Erosion Repair and Seismic Retrofit Project IS/MND	California Department of Water Resources	Aspen completed the Habitat Mitigation Management Plan to address habitat restoration for repairs to two adits, erosion of Highway 99, and seismic retrofit of the Pyramid Dam Bridge. Provided biological monitors to assist in a stream diversion and to monitor construction that occurred within the creek.
Tehachapi Afterbay Project	California Department of Water Resources	Aspen prepared the Mitigation Monitoring Plan and Habitat Assessment report for mitigation lands located adjacent to the proposed Afterbay area. Aspen conducted pre-construction biological surveys, coordinated with CDFG and USFWS to remove a nest, and provided biological monitoring during construction.
Murrieta Creek Flood Control and Environmental Restoration Project	U.S. Army Corps of Engineers	Aspen completed a Revegetation and Restoration Plan and assessed Riparian Habitat for Phase I construction activities along Murrieta Creek. Aspen also provided biological monitoring during construction and revegetation at the site.
Pacific Pipeline Project	California Public Utilities Commission	Aspen monitored construction of a 132-mile crude oil pipeline in southern California, which included the installation of a parallel fiber optic network. This project included crossing of the Santa Clara River and numerous jurisdictional drainages.

Construction and Compliance Monitoring

The Aspen Team's monitors understand the obstacles faced by infrastructure construction efforts (i.e., right-of-way limitations, required pipeline construction right-of-way, access, equipment and material work space and staging areas, equipment turnarounds pads, etc.), and we understand the practical limitations of each construction technique, whether it is trench-and-backfill, jack-and-bore, or directional drilling. Aspen's field monitors can distinguish between situations when a contractor's activities warrant immediate action or notification of the City, and those to be handled through routine communication and reporting. Aspen's monitors will work with the City to develop and implement a communication protocol among the monitors, City staff, and contractors.

This proposal includes Aspen's proposed scope, team, and fee schedule in accordance with the scope of work included in the RFP. Aspen will work closely with the City so that we have a full understanding of the Project before we move forward with field services.

2. Work Approach

Aspen understands that the Project consists of building Phase 1 of a new 24-inch ductile iron potable water transmission main along the bank of the San Gorgonio River to replace the existing line, which will be abandoned in place. Phase 1 consists of eight segments (5, 6, and 8-13) and portions of two additional segments (4 and 14) as identified in the Habitat Assessment Analysis provided by the City, totaling approximately 7,300 feet. Construction duration is estimated at 70 working days, with work anticipated to start in Fall 2017. In support of the construction activities, the City needs professional environmental services for compliance with several requirements of the approved Mitigation Monitoring and Reporting Program (MMRP). The specific services are identified as Tasks 1 through 5 and optional Tasks 6 through 9 of the City's RFP. Additional detail for each task is specified in the MMRP the City provided with the RFP.

Aspen understands that certain tasks apply only to specified segments or activities within Phase 1 of the Project. Aspen's overall approach will be to provide professional staff only as needed to complete each task in compliance with the corresponding Mitigation Measure (MM). Aspen notes that the City is undertaking Biological Resources permitting requirements identified in MM BIO-6. In our experience, the regulatory agencies California Department of Fish and Wildlife (CDFW), Regional Water Quality Control Board (RWQCB), and US Army Corps of Engineers (USACE) are likely to specify permit conditions additional to those identified in the MMRP. Aspen will be pleased to coordinate the City's review of any permit conditions, and modify our proposed scope of work to accommodate any additional permit requirements.

Vida Strong will be Aspen's Project Leader for the Project. Our team members and their individual qualifications are provided under Organization and Staffing, below. Vida will be Aspen's point of contact with the City and will provide the City with weekly email status reports regarding all of Aspen's activities on the Project.

Task 1: Los Angeles pocket mouse trapping and relocation. Aspen's Biological Resources subconsultant Kathy Simon (of Ironwood Consulting) is an expert small mammal biologist and holds needed CDFW authorization for handling and trapping Los Angeles pocket mouse (LAPM). In accordance with MM BIO-1, Kathy will work with the City to identify a suitable exclusion fence design, monitor exclusion fence construction, trap and exclude LAPM from Segment 8 of the Project alignment prior to October 31, 2017, and will be available to capture and remove any LAPM or other small mammals from trenches if needed on-call during Project construction. Aspen assumes that the City or its construction contractor will purchase fencing materials and install the exclusion fence. In addition, Aspen assumes up to ten (10) days for removing animals from open trenches (see Task 3 below).

Task 2: Riversidean alluvial fan sage scrub mapping. Prior to ground disturbance, Aspen's Biology Team will identify and map any Riversidean alluvial fan sage scrub (RAFSS) vegetation located within Segment 8. Aspen's Biological Resources team member Justin Wood is an expert with regional vegetation ecology and familiar with the CDFW vegetation classification and mapping approach documented in the Manual

of California Vegetation[1].

Task 3: Daily monitoring of open trenches. As specified in MM BIO-1, Aspen will provide an on-site biological resources monitor who will be on-site during vegetation clearing and excavation in Segment 8 and to inspect open trenches in all segments of Phase 1 on a daily basis. Aspen's field monitor, Jamie Miner, has monitored biological resources for numerous large-scale construction projects in the region. In most cases, Aspen anticipates that the biological monitor will be on-site only briefly each day to inspect trenches. If a LAPM or other wildlife is entrapped within an open trench, the biological monitor will facilitate the animal leaving the trench without any need for handling it, by providing a means of escape (e.g., a ramp) in coordination with the City and the construction contractor. If necessary, the monitor will contact a permitted biologist at Ironwood Consultants to handle wildlife. Native wildlife will only be handled by a biologist holding CDFW authorization (i.e., a Scientific Collecting Permit with LAPM authorization).

Aspen assumes up to 70 days of construction activities and up to 10 days when wildlife handling may be needed. However, based on our experience with similar projects, the daily monitoring requirement for open trenches may not be applicable for all 70 days of the projected construction schedule. Aspen's actual costs for biological monitoring would be proportionally less, depending on number of days when trench inspections are needed. Aspen can provide biological monitoring at a daily rate of $587.

Task 4: Fire Prevention Plan. In accordance with MM HAZ-1, Aspen will prepare a Project-Specific Fire Prevention Plan. Aspen's Environmental Planner Scott DeBauche will prepare the Plan; Scott recently prepared a Fire Prevention Plan for another project located on National Forest lands and he is familiar with required formatting and contents. The Fire Prevention Plan will include the following: (1) responsibilities of the City and the USDA Forest Service in regards to fire prevention and inspection of work areas; (2) personnel in charge of overseeing Fire Plan implementation; (3) staff and equipment that can be used for fighting fire; (4) emergency measures for construction curtailment, and (5) an outline for a system to obtain and distribute the Forest Service Project Activity Level (PAL) on a daily basis during all construction activities, as well as communicate any limitations on daily work activities or noticing of no work days due to high fire danger within the San Bernardino National Forest.

Task 5: Archaeological Monitoring and PRMP. The City's RFP identifies Archaeological Monitoring During Construction as Task 5, referring to MM CR-3 and MM CR-4. The first of these measures (MM CR-3) refers to Archaeological Monitoring, and the second (MM CR-4) refers to preparation of a Paleontological Resources Management. Archaeological monitoring will be conducted in all areas of ground disturbance, including clearing, grubbing, tree removals, grading, and trenching activities. Archaeological monitoring will be completed by Aspen professionals who have experience working with cultural materials and sites of Riverside County. Aspen cultural resources monitors will be supervised by a Senior Cultural Resources Specialist (Dr. Elizabeth Bagwell) who meets the Secretary of the Interior's Professional Qualification Standards in archaeology and who is also a Registered Professional Archaeologist (RPA). A Paleontological Resources Monitoring Plan (PRMP) will be prepared by a qualified paleontologist and will fulfill guidelines established by the Society of Vertebrate Paleontology for the mitigation of construction-related adverse impacts to paleontological resources, which may include sensitive geological units or paleontological

[1] J.O. Sawyer, Jr., T. Keeler-Wolf, and J. Evans. 2009. Manual of California Vegetation, 2nd ed. California Native Plant Society, Sacramento, California.

locales.

Aspen assumes up to 70 days of construction activities that may require cultural and paleontological monitoring. Aspen will coordinate with the City throughout the duration of the Project to schedule actual field work. Aspen can provide Archaeological Monitoring services at a daily rate of $1,003 (presumes full 8-hour work day on the site).

Optional Task 5.b. Paleontological Resources Monitoring. Depending on site-specific conditions and conclusions of the PRMP (Task 5), paleontological resources monitoring may be needed during trenching activities. Aspen can provide Paleontological Monitoring services at a daily rate of $937 (presumes full 8-hour work day on the site).

Additional optional tasks

Optional Task 6: Nesting Bird Survey. At the City's direction, Aspen's Biological Resources team will survey the Project site and adjacent 100-foot area for nesting birds for any construction activities initiated between February 1 and September 15, as specified in MM BIO-4. Aspen will identify any active nests and recommend avoidance measures to minimize potential Project disturbance to the nesting birds, based on species-specific attributes such as tolerance to disturbance, specific location of the nest, and conservation status of the bird species. MM BIO-4 recommends a 100-foot buffer although in Aspen's experience a suitable buffer may range from a very short distance (for common, disturbance-tolerant birds) up to 500 feet for some raptors. Aspen's team will mark a suitable buffer area and work with the City and its construction contractor to prevent construction activities or other disturbance within the demarcated area. Aspen will provide a written pre-construction nest survey report and regular status update memoranda documenting ongoing nest monitoring and activity status.

Aspen assumes one full coverage survey of the pipeline alignment and adjacent buffer area, and 10 follow-up visits during Project construction to identify any new nests and monitor bird activity at any known nests. The follow-up visits would be combined with routine biological monitoring of the open trenches (Task 3, above).

Optional Task 7: Riversidean alluvial fan sage scrub replanting. If the RAFSS identification and mapping (Task 2, above) identifies RAFSS vegetation within Segment 8, Aspen will replant selected species (the same or similar to RAFSS species removed in accordance with MMs BIO-1 and BIO-5) to replace habitat values affected by pipeline construction within Segment 8. MM BIO-1 estimates the extent of RAFSS and disturbed habitat suitable for LAPM as 0.02 acre or 870 square feet. Aspen proposes to collect seed of suitable species such as California buckwheat and brittlebush from nearby City-owned RAFSS lands for use in reseeding the disturbed area. If seed is not available due to season, Aspen will obtain suitable seed from a supplier such as S&S Seed or work with the construction contractor to salvage topsoil prior to site disturbance for re-application after completion. In addition, Aspen's biologist will work with the construction contractor to prepare the soil surface and re-seed the site on completion of pipeline construction in Segment 8.

Aspen proposes here only to implement replanting as specified in the MMRP; we do not propose to prepare a revegetation plan or to monitor the replanting site following implementation of the replanting. As noted above, however, the CDFW, RWQCB, or USACE may specify permit conditions beyond those identified in MMs BIO-1 and BIO-5, which could necessitate additional work such as planting specifications, success criteria, or monitoring requirements. Aspen will be pleased to coordinate the City's review of any permit conditions, and modify our proposed scope of work to accommodate any additional permit requirements.

Optional Task 8: Vegetation replacement in jurisdictional areas. At the City's direction, in accordance with MM BIO-6, Aspen will collect seed to replace any vegetation within CDFW, RWQCB, or USACE-identified jurisdictional portions of the Phase 1 of the Project area. Aspen will replant selected species (the same or similar to species removed) to replace habitat values affected by pipeline construction within jurisdictional portions of Phase 1. We understand that the majority of the project area is disturbed habitat within an existing roadway and relatively little vegetation replacement would be necessary. Based on habitat maps provided with the City's RFP, Aspen assumes that the majority of the Project area is disturbed habitat within an existing roadway and relatively little vegetation replacement would be necessary. Aspen proposes here only to implement replanting as specified in the MMRP; we do not propose to prepare a revegetation plan or to monitor the replanting site following implementation of the replanting. As noted above, however, the CDFW, RWQCB, or USACE may specify permit conditions beyond those identified in MM BIO-6, which could necessitate additional work such as planting specifications, success criteria, or monitoring requirements. Aspen will be pleased to coordinate the City's review of any permit conditions, and modify our proposed scope of work to accommodate any additional permit requirements.

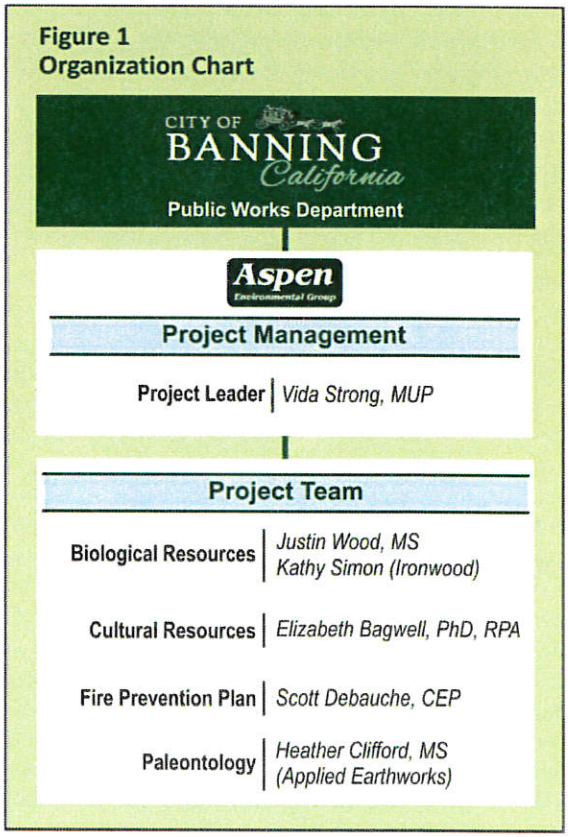
Optional Task 9: Cultural Resources Management Plan. If cultural resources or human remains are inadvertently discovered during construction activities, in accordance with MM CR-1, Dr. Bagwell will prepare a Cultural Resources Monitoring Plan (CRMP) in consultation with the Morongo Band of Mission Indians. Aspen will ensure that the CRMP is written in compliance with Health and Safety Code §7050.5 and Public Resource Code §5097.98. Upon approval of the CRMP, Dr. Bagwell will supervise treatment of the cultural resource to mitigate any potential construction-related impacts.

3. Organization and Staffing

Aspen will serve as prime contractor for this Project. Aspen has assembled a team of experts with specific experience in planning and implementing construction monitoring and compliance projects, including public facilities, public works, and development projects. We have carefully selected a team of in-house staff and subcontractors with demonstrated experience to cover all of the issue areas identified in the RFP. Our subcontractors are **Applied Earthworks** for Paleontology and **Ironwood Consultants** for specialized Los Angeles pocket mouse handling and exclusion expertise. All team members have recent and relevant local experience and are among the most noted experts in their respective fields. Figure 1 depicts the organization of the Aspen Team to be assigned for this Project.

Vida Strong will be the proposed Project Leader for this project. Vida has managed the mitigation monitoring, compliance, and reporting programs for dozens of industrial projects on behalf of the permitting agencies, including the pipeline projects noted above. In addition, she has been involved in the management and preparation of CEQA and NEPA documents for numerous industrial projects.

Figure 1
Organization Chart



This CEQA/NEPA knowledge facilitates the treatment of project changes that could arise during construction.

Key Aspen Team staff members and experience are presented in Table 2, including subcontractors Ironwood and Applied Earthworks.

Table 2. Summary of Qualifications and Experience of Key Aspen Team Staff Members

Credentials	Project Experience Highlights
Vida Strong ***Education*** Master of Urban Planning, BS, Engineering ***Experience*** 26 years	***Project leader*** ■ Managed the mitigation monitoring programs for the following pipeline project: PG&E Line 401 Capacity Loop Project, Lodi Gas Kirby Hills Natural Gas Storage Facility Project, Alpine Natural Gas Project, and Pacific Pipeline Project. ■ Managed the mitigation monitoring programs for numerous infrastructure projects including electrical transmission lines, fiber optic installations, and solar power plant installations. ■ Managed the mitigation monitoring program for the USACE Prado Dam Basin and Santa Ana River Mainstem (Reach 9) Project, Riverside, San Bernardino, and Orange Counties.
Justin Wood ***Education*** MS Biological Sciences BS Biology ***Experience*** 16 years	***Biological Resources*** ■ Extensive experience conducting focused plant and wildlife surveys for special-status species within Los Angeles County and throughout southern California, including arroyo chub, southern steelhead, LBV, burrowing owl, and many others. ■ Certified Field Botanist with extensive experience surveying for endangered, rare, and special-status plants throughout southern California.
Kathy Simon (*Ironwood*) ***Education*** BS Biology ***Experience*** 28 years	***Biological Resources*** ■ 24 years of experience with small mammal trapping surveys, including numerous special-status and listed threatened or endangered species. ■ Multiple trapping projects for Los Angeles pocket mouse and close relatives (collectively, "little pocket mouse"), having handled approximately 600 animals ■ State of California Scientific Collecting Permit (#4708) including MOU for Los Angeles pocket mouse, Mohave Ground Squirrel, Palm Springs round-tailed ground squirrel, and other California species of concern.
Elizabeth Bagwell, PhD, RPA ***Education*** PhD, MA, Anthropology (Archaeology) BA, Anthropology and Creative Writing ***Experience*** 23 years	***Cultural Resources*** ■ Specialization in NEPA and CEQA analyses, cumulative analyses, and third party review of compliance documents for large infrastructure projects in California, Arizona and Nevada ■ Senior author, Cultural Resources and Native American Interests, Desert Renewable Energy Conservation Plan (DRECP) EIR/EIS ■ Cultural Resources task order manager for large on-call contracts including the CEC, and Western Power Administration's Desert Southwest Region and Sierra Nevada Region
Scott Debauche, CEP ***Education*** BS Urban Planning & Design Certified Environmental Professional ***Experience*** 20 years	***Fire Prevention Plan*** ■ 20 years of experience preparing mitigation plans and conducting compliance monitoring under CEQA/NEPA. ■ Recently prepared the Fire Plan for the Littlerock Sediment Removal Project per the mitigation requirements of the joint EIS/EIR prepared by Palmdale Water District and the USDA Forest Service (Angeles National Forest). ■ Conducted construction compliance monitoring per the EIS/EIR Fire Plan mitigation requirements for the Devers-Palo Verde No. 2 Transmission Line Project, which traversed San Bernardino National Forest lands.

Table 2. Summary of Qualifications and Experience of Key Aspen Team Staff Members

Credentials	Project Experience Highlights
Heather Clifford (*Applied Earthworks*) ***Education*** MS (Geology) ***Experience*** 5 years	***Paleontology*** ■ Paleontological resource management experience throughout Southern California with an understanding of local geology and resources. ■ Preparation of numerous Paleontological Resource Mitigation Plans (PRMPs) for compliance with Mitigation Monitoring and Reporting Programs (MMRPs). ■ Preparation of numerous technical reports and documents for compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), including paleontological assessments, monitoring reports, and Environmental Impact Reports/Environmental Impact Statements. ■ Thorough understanding of the Society of Vertebrate Paleontology's standard guidelines.

5. Proposed Fee Schedule

Aspen's proposed cost to complete Tasks 1 through 5 and optional Tasks 6 through 9, as well as Aspen's recommended additional optional Task 5.b. is provided in the attached cost form. Please note that our cost estimates for daily monitoring (Tasks 3 and 5, and optional Task 5.b.) are based on the estimated 70 days of construction provided in the City's RFP. In Aspen's experience, Project activities needing daily monitoring visits are likely to take place on fewer total days, and we have provided estimated daily monitoring rates for these three tasks in our Work Approach (Section 2, above). Depending on actual monitoring days needed, final cost for the proposed work may be substantially less than the costs shown on the enclosed form.

6. Conclusion

We have assembled a project team that offers extensive experience in developing and implementing mitigation monitoring and reporting programs for infrastructure projects, including pipelines. We have carefully selected a team of in-house staff and subcontractors with demonstrated experience to cover all of the issue areas identified in the RFP. Vida Strong (Project Manager) will be assisted by a seasoned group of experienced technical experts with experience in construction projects throughout Southern California, including significant experience with public agencies and the applicable resources. We have selected subcontractors (Ironwood and Applied Earthworks) who bring tremendous expertise, experience, and capacity to the Aspen Team.

I will represent Aspen during the selection process and any contract negotiations that may result. Should you need any further information regarding our Team, please do not hesitate to contact me at (818) 338-6665 or by e-mail at jdavidson@aspeneg.com.

Sincerely yours,

ASPEN ENVIRONMENTAL GROUP

Jon Davidson

Jon Davidson
Vice President

PRICING PROPOSAL FORM

Provide hourly rates, along with pricing in accordance with the City's current requirements, as set forth in the Scope of Work. **[Also provide your firm's proposed Staffing Plan (subtasks, employee classification, hourly rate, hours assigned and total cost) on a separate sheet of paper.]** Proposer should use a separate form to state pricing for any added value.

	Task	Total Cost
1.	LAPM Trapping Survey	$ 14,541
2.	Biosurvey of RAFSS	$ 1,198
3.	Biological Monitoring during Construction	$ 45,430
4.	Fire Prevention Plan	$ 9,024
5.	Archeological Monitoring during Construction	$ 80,262
6.	Nesting Bird Survey	$ 4,288
7.	Replanting RAFSS	$ 5,087
8.	Replacing Vegetation in Jurisdictional Areas	$ 5,087
9.	Prepare Cultural Resources Management Plan	$ 7,342

A. Total proposal amount in written form (tasks 1-5):

$ 150,455

B. Optional tasks (6-9):

$ 21,804

C. Other recommended tasks not identified in RFP:
Paleontological monitoring (daily rate = $937)

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for

Los Angles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Consultant shall provide a separate rate schedule identifying staff members' hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, etc.

Employee	Hourly Rate	Hours worked	Total Cost
Vida Strong	$192.61	42	$ 8,090
Scott White	$190.55	8	$ 1,524
Elizabeth Bagwell	$124.63	56	$ 6,979
Scott DeBauche	$159.65	50	$ 7,983
Biologist (J Miner, J Wood)	$ 132.87	376	$ 49,959
GIS/Graphics	$97.85	34	$ 3,327
Arch field staff	$77.25	774	$ 59,792
Admin.	$ 69.01	31	$ 2,139
	$		$
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ATTACHMENT 4

CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF BANNING
AND
VENDOR NAME

This AGREEMENT is entered into this ___ day of _____, 20__, by and between the **CITY OF BANNING**, a general law city a municipal corporation ("CITY") and **VENDOR NAME**, a California corporation ("CONSULTANT").

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this agreement.

B. Therefore, the City desires to contract out for consulting services for certain projects relating to preparation of documents in connection with a design project.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the Consultant agree as follows:

1. CONSIDERATION AND COMPENSATION

A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A;

B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;

C. As additional consideration, CITY agrees to pay CONSULTANT a total of $_____, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.

D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.

E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

2. SCOPE OF SERVICES.

A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.

B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. TIME OF PERFORMANCE. The services of the CONSULTANT are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is _____. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on _____, 20__ unless earlier termination occurs under Section 11 of this Agreement, or extended in writing in advance by both parties. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

8. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

10. PERMITS AND LICENSES. CONSULTANT will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11. TERMINATION.

A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.

B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.

C. In the event of such termination, the CONSULTANT shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.

D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

12. INDEMNIFICATION.

A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

B. The requirements as to the types and limits of insurance coverage to be maintained

by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

13. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

14. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

15. AUDIT OF RECORDS.

A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

16. CORRECTIVE MEASURES. CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

17. INSURANCE REQUIREMENTS.

A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation

policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONSULTANT for City.

2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.

1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."

2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.

5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.

C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Consultant arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.

18. USE OF OTHER CONSULTANTS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.

19. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be

an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

20. CORRECTIONS. In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the City or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

21. NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

22. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
City of Banning 99 East Ramsey Street Banning, CA 92220 ATTN: City Manager	_____ _____ _____ ATTN: _____

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

23. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

24. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

25. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

26. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

27. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

28. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.

29. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

30. FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

31. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

32. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

33. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed

contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

34. DISCLOSURE REQUIRED. (City and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

OR

By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF BANNING		CONSULTANT
_____	By:	_____
ALEJANDRO DIAZ, INTERIM CITY MANAGER		NAME: TITLE:
	By:	_____
		NAME: TITLE:
ATTEST:		
_____		_____
Marie A. Calderon, City Clerk		Tax ID No.

APPROVED AS TO FORM:

_____

John C. Cotti, Interim City Attorney

Two signatures are required if a corporation

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

SAMPLE