

"SMALL TOWN WITH A BIG BACKYARD"



# **COUNCIL AGENDA PACKET**

## **MARCH 25, 2013**



# CITY OF BISHOP

## CITY COUNCIL MEETING AGENDA

City Council Chambers - 301 West Line Street - Bishop, California

### NOTICES TO THE PUBLIC

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the City Clerk at 760-873-5863. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28CFR 13.102-35.104 ADA Title II)

Any writing that is a public record that relates to an agenda item for open session distributed less than 72 hours prior to the meeting will be available for public inspection at City Hall, 377 West Line Street, Bishop, California during normal business hours. Government Code § 54957.5(b)(1). Copies will also be provided at the appropriate meeting.

Members of the public desiring to speak on a matter appearing on the agenda should ask the Mayor for the opportunity to be heard when the item comes up for Council consideration. NOTE: Comments for all agenda items are limited to a speaking time of three minutes.

**MONDAY, MARCH 25, 2013**

**7:00 P.M.**

### INVOCATION

### PLEDGE OF ALLEGIANCE

### ROLL CALL

**PUBLIC COMMENT – NOTICE TO THE PUBLIC:** This time is set aside to receive public comment on matters not calendared on the agenda. When recognized by the Mayor, please state your name and address for the record and please limit your comments to three minutes. Under California law the City Council is prohibited from generally discussing or taking action on items not included in the agenda; however, the City Council may briefly respond to comments or questions from members of the public. Therefore, the City Council will listen to all public comment but will not generally discuss the matter or take action on it.

### DEPARTMENT HEAD REPORTS

Updates on department activities will be given by the Department Heads

- A. Fire Chief Ray Seguire
- B. Police Chief Chris Carter
- C. Public Works Director/City Engineer Dave Grah
- D. City Administrator/Community Services Director Keith Caldwell

**COUNTY OF INYO UPDATE** – Second District Supervisor Jeff Griffiths

**CHAMBER OF COMMERCE UPDATE** – Executive Director Tawni Thomson

**CONSENT CALENDAR – NOTICE TO THE PUBLIC:** All matters under the Consent Calendar are considered routine by the City and will be acted on by one motion.

(1)

FOR APPROVAL/FILING

Minutes

- (a) Retreat Minutes – February 21, 2013
- (b) Study Session – February 25, 2013
- (c) Council Meeting – February 25, 2013
- (d) Study Session – March 11, 2013
- (e) Council Meeting – March 11, 2013

Reports	(f) Personnel Status Change Report (g) Investment Portfolio – February 2013 (h) Warrant Register – February 2013 (i) Statement of Fund Transactions 7/1/12 – 2/28/13
<b>FOR INFORMATION/FILING</b>	
Agendas	(j) Water & Sewer Commission – March 12, 2013 (k) Planning Commission – March 26, 2013 (l) Parks & Recreation Commission – March 27, 2013
Minutes	(m) Water & Sewer Commission – January 8, 2013
Reports	(n) Fire Department Response Report – 2010-2013 (o) Public Works Report – January 2013 (p) Public Works Report – February 2013
Correspondence	(q) Administrative Office of the Courts correspondence dated March 1, 2013

**PUBLIC HEARING**

- (2) **SUBMITTAL OF A STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION -**  
A public hearing will be held to hear and consider the submittal of an application in response to the 2013 State Community Development Block Grant Program Notice of Funding Availability (NOFA).

**NEW BUSINESS**

- (3) **RESOLUTION 13-01 IN SUPPORT OF A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) -**  
Consideration to adopt a resolution approving an application for funding and the execution of a grant agreement and any amendments thereto from the 2013 Allocation of the State Community Development Block Grant Program – Public Works.
- (4) **RESOLUTION 13-02 IN SUPPORT OF A SOUTHERN CALIFORNIA EDISON (SCE) GRANT –**  
Consideration to adopt a resolution approving an application for funding and the execution of a grant agreement and any amendments thereto from the Southern California Edison Company Local Government Strategic Plan Phase 3 Program – Public Works.
- (5) **ORDINANCE RELATING TO REASONABLE ACCOMMODATIONS FOR INDIVIDUALS WITH DISABILITIES –**  
Consideration to approve the second reading and adoption of an ordinance to add Chapter 17.82 Reasonable Accommodation to Title 17 of the Bishop Municipal Code providing a procedure for reasonable accommodation in the City’s Land Use and Zoning and Building Regulations pursuant to Fair Housing Laws – Public Works.
- (6) **CONTRACT CHANGE ORDER 3 FOR SNEDEN STREET IMPROVEMENTS PROJECT –**  
Consideration to approve contract Change Order 3 to Sneden Street Improvements Project – Public Works.
- (7) **BID AWARD - CLARK STREET WATER LINE REPLACEMENT PROJECT –**  
Consideration to award the bid for the Clark Street Water Line Replacement Project – Public Works.
- (8) **BID AWARD – PURCHASE OF CITY/PARK TRUCK –**  
Consideration to award the bid for the purchase of a truck for the maintenance and use at all city parks – Community Services.

- (9) PART-TIME EMPLOYEE WAGE SCALES AND ADD THE POSITION OF FACILITY MAINTENANCE WORKER II TO THE PART-TIME EMPLOYEE WAGE SCALE – Consideration to revise the Part-Time wage scales for Fiscal Year 2012-2013 to include the revisions requested by the Police Department and Community Services Department and consideration to take action to approve a new title/classification and wage scale as requested by the Police Department – Administration.
- (10) ADOPTION OF FINAL BUDGET FISCAL YEAR 2012-2013 – Consideration to adopt the final budget for Fiscal Year 2012-2013 – Finance Department.

### **COUNCIL AND COMMITTEE REPORTS**

#### **ADJOURNMENT**

Friday, March 29, 2013 – 9:00 a.m. Special Meeting –NIMS Training – Executive Conference Room  
Monday, April 8, 2013 - 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers  
Monday, April 22, 2013 - 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers  
Monday, May 13, 2013 - 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers  
Tuesday, May 28, 2013 - 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers



# CITY OF BISHOP

## STUDY SESSION AGENDA

**Keough Street Location: West End of Keough Street – Bishop, California**  
**Council Chambers Location: 301 West Line Street - Bishop, California**

### **NOTICES TO THE PUBLIC**

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Members of the public desiring to speak on a matter appearing on the agenda should ask the Mayor for the opportunity to be heard when the item comes up for Council consideration. NOTE: Comments for all agenda items are limited to a speaking time of three minutes.

**MONDAY, MARCH 25, 2013**

**4:00 p.m.**

**MATTERS TO BE CONSIDERED AT KEOUGH STREET LOCATION: Meet at the West End of Keough Street – Bishop, California**

CALL TO ORDER

ROLL CALL

Council Update and Walk Through of Seibu to School Path Project

**THE MEETING WILL BE RECESSED AND THEN RECONVENED AT CITY COUNCIL CHAMBERS LOCATED AT:  
301 WEST LINE STREET – BISHOP, CALIFORNIA**

**MATTERS TO BE CONSIDERED AT THE CITY COUNCIL CHAMBERS LOCATION: Meet at 301 West Line Street, Bishop, California**

PUBLIC COMMENT - NOTICE TO THE PUBLIC: This time is set aside to receive public comment on matters not calendared on the agenda. When recognized by the Mayor, please state your name and address for the record and please limit your comments to three minutes. Under California law the City Council is prohibited from generally discussing or taking action on items not included in the agenda; however, the City Council may briefly respond to comments or questions from members of the public. Therefore, the City Council will listen to all public comment but will not generally discuss the matter or take action on it.

### SCHEDULED DISCUSSION

1. Discussion on Council/Board representation
2. Current 7:00 p.m. agenda items
3. Future agenda items
4. Department Head Reports

### DISCUSSION

1. Councilmember David Stottlemyre
2. Councilmember Pat Gardner
3. Councilmember Keith Glidewell
4. Mayor Pro Tem Jim Ellis
5. Mayor Laura Smith

ADJOURNMENT – To City Council meeting scheduled at 7:00 p.m. in the City Council Chambers.

# **AGENDA PLANNING FOR UPCOMING MEETINGS**

## **FRI – MARCH 29, 2013 – SPECIAL MEETING**

**9:00 AM**

- NIMS Training (ECR)

## **MON – APRIL 8, 2013 MEETINGS**

**4:00 PM**

- Discuss Draft ESCOG Legislative Platform

**7:00 PM**

- Public Hearing – Fees and Charges for City Services FY 2013-2014
- Public Hearing/Action – Ordinance on Transitional/Supportive Housing – (Gary S)
- Accept the Wye Road Deed
- Approve man hole survey contract
- Purchase of ammunition – Police (C. Carter)
- Appointment of Planning Commissioner to fill vacancy with a four-year term 4/9/13 – 4/8/17 (Appointment effective 4/9/13)
- Discussion/Policy Approval – Street Vendors and Vendors in the Park
- Approval of contract amendment with Triad for Warren Street Project
- Approve payment for ESCSD for monitoring well #8.
- Approval to advertise for Fowler Street Water Line construction bids
- Approval of contract with GovTeller for credit card/debt card payments to the City of Bishop
- Approve the consultant agreement for the 2014 City of Bishop Housing Element

## **MON – APRIL 22, 2013 MEETINGS**

**4:00 PM**

- Review of Desert Mountain City Council Salaries

**7:00 PM**

- SCE Update (Daniel Brady)
- Chamber of Commerce Update
- Update by Supervisor Jeff Griffiths
- Resolution adopting Fees and Charges for City Services FY 2013-2014
- Resolution for Parades

## **MON – MAY 13, 2013 MEETINGS**

**4:00 PM**

- Selection of Quarterly Citizen Award to be presented June 10
- Set date for Department Head Evaluations/Review Schedule

**7:00 PM**

- Labor Day Destruction Derby Agreement – consent - Fire (R.Seguine)
- Fiscal Year 2012-2013 Budget Review
- Discussion/Action – Councilmember Salaries

**3/21/2013 10:36 AM**

## **TUES – MAY 28, 2013 MEETINGS**

**4:00 PM**

- 

**7:00 PM**

- Chamber of Commerce Update
- Update by Supervisor Jeff Griffiths
- Award Fowler Street Water Line Construction Contract

## **MON – JUNE 10, 2013 MEETINGS**

**4:00 PM**

- 

**7:00 PM**

- Miss City of Bishop and Miss Teen City of Bishop Quarterly Reports
- Presentation of Quarterly Citizen Award
- Approval to release a man hole survey RFP – PW (D. Grah)
- Grant SCE easements – Wye Road

## **MON, JUNE 24, 2013 MEETINGS**

**4:00 PM**

- 

**7:00 PM**

- Chamber of Commerce Update
- Update by Supervisor Jeff Griffiths

## **MON – JULY 8, 2013 MEETINGS**

**4:00 PM**

- 

**7:00 PM**

- 

## **MON, JULY 22, 2013 MEETINGS**

**4:00 PM**

- 

**7:00 PM**

- Chamber of Commerce Update
- Update by Supervisor Jeff Griffiths

## **MON, AUGUST 12, 2013 MEETINGS**

**4:00 PM**

- Selection of Quarterly Citizen Award to be presented September 9th

**7:00 PM**

- Approve Man Hole Survey Contract

## **MON – AUGUST 26, 2013 MEETINGS**

**4:00 PM**

- 

**7:00 PM**

- Chamber of Commerce Update
- Update by Supervisor Jeff Griffiths

## **MON, SEPTEMBER 9, 2013 MEETINGS**

**4:00 PM**

**7:00 PM**

- Presentation of Quarterly Citizen Award
- Miss City of Bishop and Miss Teen City of Bishop Quarterly Reports
- Water and Sewer Commission rate recommendations
- Chamber of Commerce Update

## **MON – SEPTEMBER 23, 2013 MEETINGS**

**4:00 PM**

- 

**7:00 PM**

- Chamber of Commerce Update
- Update by Supervisor Jeff Griffiths

## **TUES, OCTOBER 15, 2013 MEETINGS**

**4:00 PM**

- 

**7:00 PM**

- Approve Water and Sewer Rate hearing notices

## **MON – OCTOBER 28, 2013 MEETINGS**

**4:00 PM**

- 

**7:00 PM**

- Chamber of Commerce Update
- Update by Supervisor Jeff Griffiths

## **TUES, NOVEMBER 12, 2013 MEETINGS**

**4:00 PM**

- Selection of Quarterly Citizen Award to be presented December 9

**7:00 PM**

- Chamber of Commerce Update

## **MON, NOVEMBER 25, 2013 MEETINGS**

**4:00 PM**

- 

**7:00 PM**

3/21/2013 10:36 AM

- Update by Supervisor Jeff Griffiths

## **MON, DECEMBER 9, 2013 MEETINGS**

### **4:00 PM**

- 

### **7:00 PM**

- Presentation of Quarterly Citizen Award
- Miss City of Bishop and Miss Teen City of Bishop Quarterly Reports
- Chamber of Commerce Update
- Public Hearing - water and sewer rates
- Reorganization – Selection of Mayor and Mayor Pro Tem
- Review of Mayoral Appointments

| (a)

CITY OF BISHOP  
CITY COUNCIL MINUTES  
RETREAT  
FEBRUARY 21, 2013

**CALL TO ORDER** Mayor Smith called the meeting of the Bishop City Council to order at 8:10 a.m. in the Executive Conference Room, 377 West Line Street, Bishop, California.

**COUNCIL PRESENT** Councilmembers Patricia Gardner, Keith Glidewell, David Stottlemyre  
Mayor Pro Tem James Ellis  
Mayor Laura Smith

**COUNCIL ABSENT** None

**OTHERS PRESENT** Keith Caldwell, City Administrator/Community Services Director  
Peter Tracy, City Attorney  
Denise Gillespie, Assistant City Clerk  
Robin Picken, Assistant City Clerk  
Cheryl Solesbee, Assistant Finance Director  
Ray Seguire, Fire Chief  
Chris Carter, Police Chief  
David Grah, Public Works Director/City Engineer

Guest: Larry Bain, Certified Public Accountant

Discussion was held on the following agenda items:

**PUBLIC COMMENT** The Mayor announced the public comment period. No public comment was provided.

**Council Salaries**  
(1) The City Administrator and City Attorney presented Council with a copy of a memorandum on Raising Councilmember Salaries. Both reviewed the information with Council and answered questions regarding their concerns. After a discussion on the consideration of raising Council salaries, it was requested by Council that staff continue to research Council salaries at other similar cities before bringing this item to Council as a future agenda item.

**Public Official Roles and Responsibilities – Brown Act**  
(2) The City Attorney reviewed the Brown Act with City Council and staff.

**Restrictions on Text messaging during public meetings**  
(3) The City Attorney led a discussion on text messaging during public meetings. Along with new technology come new challenges with regards to regulations, policies and practices. Several items were highlighted and discussed on the dangers

involving text messaging during public meetings and it was recommended that Council and staff keep in mind the Brown Act, Public Records Act, and First Amendment rights during public meetings.

**Budget Update  
(4)**

The Auditor's Report was given by Certified Public Accountant Larry Bain. A discussion on establishing Budget Policy – Balanced vs. Deficit was discussed by both the Assistant Finance Director and Mr. Bain. They both led a discussion on current revenues and GASB 54. Council would like to have staff continue to focus on GASB requirements and how it will affect the City's budget going forward. Council and staff were reminded that anyone can now view the City's finances on the City's website thanks to the implementation of the City's enhanced software with Delphi. After a break of 18 minutes (10:20 AM – 10:38 AM), the Pension Funding Policy/Presentation on PEPR (The California Public Employees Pension Reform Act) was then reviewed with Council by the Assistant Finance Director.

**Funding Community  
Promotions  
(5)**

A discussion ensued on how to change the procedure for funding community promotions based on revenues received relevant to special events. After a lengthy discussion, Council asked staff to continue evaluating this issue and to think of ways to improve the current process and to make organizations more accountable for the amount of funds they are given by the City.

**Bishop's Economic  
Development  
(6)**

The City Administrator reviewed the "Story of Bishop's Economic Development" with Council. A discussion ensued on the different avenues available to promote the City of Bishop and the funding that may be available through grants to assist in achieving these goals.

**Lunch Recess**

The meeting was recessed at 12:26 PM and the Mayor reconvened the meeting at 1:44 PM.

**Street Vendor Permit  
Process/Vendors in the Park  
(7)**

The street vendor permit process and vendors in the park were discussed. After a discussion on the City's current permit process and policies, Council recommended that staff continue to develop rules and regulations for all street and park vendors and to bring their recommendations back to Council for further discussion.

**Part Time Employees Wage  
Scale – Police Department  
(8)**

The Police Chief updated Council on Police Department matters as well as their current staffing. He reviewed with Council their current part time employee wage scale and the need to update the salaries for a Police Reserve Officer Level I and for a Police Department Facility Maintenance Worker II position.

**NIMS Training Date  
(9)**

The Police Chief and Fire Chief informed the Council of their upcoming NIMS training where they will review their roles and responsibilities in the event of a City emergency. The scheduled

date for the NIMS training will be on Friday, March 29, 2013 starting at 9:00 AM in the Executive Conference Room of City Hall.

Police Department Facility Update (10)

The Police Chief updated Council on the remodeling work being done currently at the Police Department. He handed out a sketch showing Council what the remodel will look like when it is completed. Asset forfeiture funds will be used to assist in paying for this remodel.

Deferred Maintenance Policy (11)

The City Administrator discussed the City's Deferred Maintenance Policy with Council and the importance in maintaining the City's assets. Council requested that staff put together a Life Cycle Replacement Report which should include a prioritization list of such items as road rehabilitation and maintenance.

School Issues and Safety (12)

The Police Chief and Fire Chief reviewed with Council the current school safety issues. They have both met with the leaders of the local schools and have gone over the keys safety factors: teacher/student accountability, open lines of communication, the responsibilities of each school, and their control over the points of entry. All these factors help to make a safer school environment.

Mental Health Forum (13)

Councilmember Gardner reported to Council and staff the information she received at the Mental Health Forum held in Inyo County. Councilmember Gardner quoted, "Mental health is everyone's business" and if you have a chance to attend one of these meetings she highly recommends it.

ADJOURNMENT

The Mayor adjourned the meeting at 3:08 p.m. to the Study Session scheduled for Monday, February 25, 2013 at 4:00 p.m. in the City Council Chambers.

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LAURA SMITH, MAYOR

Attest: Keith Caldwell, City Clerk

By: \_\_\_\_\_  
Robin Picken, Assistant City Clerk

1 (b)

CITY OF BISHOP  
CITY COUNCIL STUDY SESSION MINUTES  
FEBRUARY 25, 2013

**CALL TO ORDER** Mayor Smith called the meeting to order at 4:04 p.m. in the City Council Chambers at 301 West Line Street, Bishop, California.

**COUNCIL PRESENT** Council Members David Stottlemyre, Pat Gardner, Keith Glidewell  
Mayor Pro Tem Jim Ellis  
Mayor Laura Smith

**COUNCIL ABSENT** None

**OTHERS PRESENT** Keith Caldwell, City Administrator/Community Services Director  
Denise Gillespie, Assistant City Clerk  
Robin Picken, Assistant City Clerk  
Cheryl Solesbee, Assistant Finance Director  
Ray Seguine, Fire Chief  
Fred Gomez, Police Lieutenant  
David Grah, Public Works Director/City Engineer

**PUBLIC COMMENT** The Mayor announced the public comment period. No public comment was provided.

**SCHEDULED DISCUSSION** Discussion was held on the following Study Session agenda items:

1. Current 7:00 p.m. agenda items Discussion was held on the upcoming agenda items for the evening meeting. Questions were answered by staff as needed.

2. Future agenda items The list of future agenda items was reviewed.

3. Department Head Reports Reports were given as appropriate.

**COUNCIL DISCUSSION** Council Members gave committee reports, community announcements and/or made comments or inquiries to staff. No action was taken.

**ADJOURNMENT** The meeting was adjourned at 5:00 p.m. to the regular meeting scheduled at 7:00 p.m.

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LAURA SMITH, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: \_\_\_\_\_  
Robin Picken, Assistant City Clerk

1(c)

CITY OF BISHOP  
CITY COUNCIL MINUTES  
FEBRUARY 25, 2013

**CALL TO ORDER** Mayor Smith called the meeting of the Bishop City Council to order at 7:03 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

**INVOCATION** The invocation was given by Pastor Rick Klug of the Calvary Baptist Church followed by the Pledge of Allegiance led by Councilmember Glidewell.

**COUNCIL PRESENT** Councilmembers David Stottlemyre, Pat Gardner, Keith Glidewell  
Mayor Pro Tem Jim Ellis  
Mayor Laura Smith

**COUNCIL ABSENT** None

**OTHERS PRESENT** Keith Caldwell, City Administrator/Community Services Director  
Denise Gillespie, Assistant City Clerk  
Robin Picken, Assistant City Clerk  
Peter Tracy, City Attorney  
Ray Seguine, Fire Chief  
Fred Gomez, Police Lieutenant  
David Grah, Public Works Director/City Engineer  
Gary Schley, Public Services Officer  
Cheryl Solesbee, Assistant Finance Director

**PUBLIC COMMENT** The Mayor announced the public comment period. No public comment was provided. City Administrator Caldwell recognized the Inyo County Sheriff's Department, California Highway Patrol, Inyo County's Health and Human Services Department, and the Eastern Sierra Transit Authority for their outstanding assistance during the incident at Shady Rest Trailer Park on Sunday, February 17, 2013.

**DEPARTMENT HEAD REPORTS** Reports from Administration, Community Services, Fire, Police, and Public Works were given on the departments' activities including upcoming and ongoing projects.

**INYO COUNTY UPDATE** Second District Supervisor Jeff Griffiths provided an update on Inyo County business and activities.

**CHAMBER OF COMMERCE UPDATE** Tawni Thomson, Executive Director of the Bishop Chamber of Commerce provided a report on Chamber activities and Visitors Bureau statistics.

**CONSENT CALENDAR  
(1)**

A motion was made by Councilmember Ellis and passed 5-0, to approve the Consent Calendar as presented:

Motion/Ellis

**FOR APPROVAL AND FILING**

- (a) Study Session Minutes - February 11, 2013
- (b) Council Meeting Minutes – February 11, 2013
- (c) Investment Portfolio – January 2013
- (d) Statement of Fund Transactions – 7/1/2012-1/31/2013
- (e) Warrant Register – January 2013

**FOR INFORMATION AND FILING**

- (f) Planning Commission Meeting Agenda

**NEW BUSINESS**

**CITY OF LOS ANGELES  
DEPARTMENT OF WATER  
AND POWER (DWP)  
LICENSE AGREEMENT**

Councilmember Ellis recused himself from discussion and action on the DWP License Agreement due to his employment with DWP. He left the Council Chambers for the duration of discussion and action on this agenda item.

(2)

Motion/Glidewell

On a motion by Councilmember Glidewell, the Council voted 4-0 to approve the License Agreement with DWP for the use of DWP land housing City owned groundwater quality monitoring wells with a one-time \$500 fee applicable for 5 years (February 1, 2013-January 31, 2018).

**PURCHASE OF BOILER  
PARTS FOR SEWER PLANT  
(3)**

On a motion by Councilmember Stottlemire, the Council voted 5-0 to approve waiving the formal bid and open market procedure to purchase boiler replacement parts for the City's Sewer Plant and that the cost is not to exceed \$5,362.72.

Motion/Stottlemire

**SET INTERVIEW  
COMMITTEE FOR  
PLANNING COMMISSION  
(4)**

Due to an unscheduled vacancy on the Planning Commission, the City Council appointed two Council members to participate on the interview committee: Councilmember Gardner and Mayor Pro Tem Ellis. Councilmember Glidewell is appointed as an alternate. No motion required.

**ASSISTANT CITY CLERK –  
WAGE ADJUSTMENT**

On a motion by Councilmember Gardner, the Council voted 5-0 to approve the salary adjustment to allow Mrs. Picken to receive Step 3 (\$5381 per month) of the Executive Secretary/Assistant City Clerk position, as listed in the City of Bishop Salary Schedule.

(5)

Motion/Gardner

**BUDGET  
ADJUSTMENTS/TRANSFERS  
FISCAL YEAR 2012-2013**

On a motion by Councilmember Stottlemire, the Council voted 5-0 to approve the budget adjustments and transfers for Fiscal Year 2012-2013 through January 31, 2013 as presented.

(6)

Motion/Stottlemire

PRESENTATIONS

COUNCIL PRESENTATIONS  
Susan Cullen  
(7)

Susan Cullen was presented with a gavel plaque, city tile, and a California Legislature Resolution in recognition of her years of service as a City Council Member.

COUNCIL REPORTS

Council Members reported on committee meetings and announced upcoming community events.

ADJOURNMENT

The Mayor adjourned the meeting at 7:15 p.m. to the Study Session scheduled for Monday, March 11, 2013 at 4:00 p.m. in the City Council Chambers.

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LAURA SMITH, MAYOR

Attest: Keith Caldwell, City Clerk

By: \_\_\_\_\_  
Robin Picken, Assistant City Clerk

1 (d)

CITY OF BISHOP  
CITY COUNCIL STUDY SESSION MINUTES  
MARCH 11, 2013

**CALL TO ORDER** Mayor Smith called the meeting to order at 4:07 p.m. in the City Council Chambers at 301 West Line Street, Bishop, California.

**COUNCIL PRESENT** Council Members David Stottlemire, Pat Gardner  
Mayor Pro Tem Jim Ellis  
Mayor Laura Smith

**COUNCIL ABSENT** Councilmember Keith Glidewell - Excused

**OTHERS PRESENT** Keith Caldwell, City Administrator/Community Services Director  
Robin Picken, Assistant City Clerk  
Cheryl Solesbee, Assistant Finance Director  
Ray Seguire, Fire Chief  
Chris Carter, Police Chief  
David Grah, Public Works Director/City Engineer  
Gary Schley, Public Services Officer

**PUBLIC COMMENT** The Mayor announced the public comment period. No public comment was provided.

**SCHEDULED DISCUSSION** Discussion was held on the following Study Session agenda items:

1. Draft ESCOG Legislative Platform Discussion was held on the Draft ESCOG Legislative Platform. Council requested that more information is needed before making a decision on this item. City Administrator Caldwell agreed to send the League of California Cities Legislative Platform out to Council for their review. Council will review the information and continue this discussion at a later meeting.

2. Adventure Trails Update Public Works Director Grah updated the Council on the Adventure Trails project and answered all questions received.

2. Current 7:00 p.m. agenda items Discussion was held on the upcoming agenda items for the evening meeting. Questions were answered by staff as needed.

2. Future agenda items The list of future agenda items was reviewed.

3. Department Head Reports Reports were given as appropriate.

**COUNCIL DISCUSSION** Council Members gave committee reports, community announcements and/or made comments or inquiries to staff. No action was taken.

**ADJOURNMENT**

The meeting was adjourned at 5:05 p.m. to the regular meeting scheduled at 7:00 p.m.

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LAURA SMITH, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: \_\_\_\_\_  
Robin Picken, Assistant City Clerk

1(e)

CITY OF BISHOP  
CITY COUNCIL MINUTES  
MARCH 11, 2013

**CALL TO ORDER** Mayor Smith called the meeting of the Bishop City Council to order at 7:00 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

**INVOCATION** The invocation was given by Pastor Kathleen Puntar of the United Methodist Church followed by the Pledge of Allegiance led by Councilmember Stottlemire.

**COUNCIL PRESENT** Councilmembers David Stottlemire, Pat Gardner  
Mayor Pro Tem Jim Ellis  
Mayor Laura Smith

**COUNCIL ABSENT** Councilmember Keith Glidewell - Excused

**OTHERS PRESENT** Keith Caldwell, City Administrator/Community Services Director  
Robin Picken, Assistant City Clerk  
Peter Tracy, City Attorney  
Ray Seguire, Fire Chief  
Chris Carter, Police Chief  
David Grah, Public Works Director/City Engineer  
Gary Schley, Public Services Officer  
Cheryl Solesbee, Assistant Finance Director

**PUBLIC COMMENT** The Mayor announced the public comment period.

Leigh Gaasch of the Eastern Sierra Guide Puppies and Dogs presented Council with a handout on Guide Dogs for the Blind and discussed the raising of guide dogs. Ms. Gaasch thanked the City of Bishop, Town of Mammoth Lakes, Inyo County, and Mono County businesses and municipalities for allowing them to bring their dogs in training into their establishments to help train and socialize them. Should the public have any questions please call (760) 920-8891 for more information.

**DEPARTMENT HEAD REPORTS** Reports from Administration, Community Services, Fire, Police, and Public Works were given on the departments' activities including upcoming and ongoing projects.

**MISS CITY OF BISHOP AND MISS TEEN CITY OF BISHOP QUARTERLY REPORTS** Kristina Blum, Miss City of Bishop, and Indica Morgenstein, Miss Teen City of Bishop, were present to give their reports and to answer any questions from Council or the public.

CONSENT CALENDAR  
(1)

A motion was made by Councilmember Stottlemyre and passed 4-0 with Glidewell absent, to approve the Consent Calendar as presented:

Motion/Stottlemyre

FOR APPROVAL AND FILING

- (a) Personnel Status Change Report
- (b) Request to surplus found property – Log # BPD-122-46

FOR INFORMATION AND FILING

- (c) Letters of support for Southern Inyo Healthcare District
- (d) Fire Department Activity Log – February 2013
- (e) Public Works Building Permits Report – February 2013
- (f) Sewer and Water Fund Monthly Balances 2012-2013
- (g) Water and Sewer Commission - March 12, 2013

PUBLIC HEARING/  
NO ACTION

PROPOSED ORDINANCE  
RELATING TO  
TRANSITIONAL/SUPPORTIVE  
HOUSING

(2)  
Motion/Stottlemyre

The Mayor opened a public hearing to hear and consider public comment on Transitional/Supportive Housing.

No public comment was provided. Councilmember Stottlemyre made a motion to extend the public hearing to the April 8, 2013 City Council meeting. Motion passed 4-0 with Glidewell absent.

PUBLIC HEARING

PROPOSED ORDINANCE  
RELATING TO REASONABLE  
ACCOMMODATIONS FOR  
INDIVIDUALS WITH  
DISABILITIES

(3)  
Motion/Stottlemyre

The Mayor opened a public hearing to hear and consider public comment on Reasonable Accommodations for Individuals with Disabilities.

No public comment was provided. Councilmember Stottlemyre made a motion to close the public hearing. Motion passed 4-0 with Glidewell absent.

NEW BUSINESS

PROPOSED ORDINANCE  
RELATING TO REASONABLE  
ACCOMMODATIONS FOR  
INDIVIDUALS WITH  
DISABILITIES

(4)  
Motion/Stottlemyre

Councilmember Stottlemyre made a motion to approve the first reading/introduction of the draft Ordinance for Reasonable Accommodation by title only, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, ADDING CHAPTER 17.82 REASONABLE ACCOMMODATION TO TITLE 17 OF THE BISHOP MUNICIPAL CODE PROVIDING A PROCEDURE FOR REASONABLE ACCOMMODATION IN THE CITY'S LAND USE AND ZONING AND BUILDING REGULATIONS PURSUANT TO FAIR HOUSING LAWS." Motion passed 4-0 with Glidewell absent.

PURCHASE OF GRIT  
EQUIPMENT FOR SEWER  
PLANT HEADWORKS  
PROJECT  
(5)  
Motion/Gardner

Councilmember Gardner made a motion to approve the authorization to execute the purchase contract based on Frost's low bid, authorize the expenditure of up to \$121,308.75, and authorize a budget adjustment bringing the total budgeted for the Headworks project to \$400,000 this fiscal year. Motion passed 4-0 with Glidewell absent.

AGREEMENT WITH REAL  
ESTATE COMPANY FOR THE  
SALE OF CITY OWNED  
MOBILE HOMES  
(6)  
Motion/Stottlemyre

Councilmember Stottlemyre made a motion to approve a two year agreement with Coldwell Banker LeeAnn Rasmuson & Associates to market and sell City-owned mobile home units located within Sunrise Mobile Home Park. Motion passed 4-0 with Glidewell absent.

COMMUNITY  
DEVELOPMENT BLOCK  
GRANT (CDBG) FUNDING  
(7)  
Motion/Ellis

Mayor Pro Tem Ellis made a motion to approve applying for the Inyo Mono Advocates for Community Action, Inc. (IMACA) grant project and the City's economic development planning grant project or projects, which will not compete with IMACA's funding request, through the CDBG Program. Council will review the final applications for submission to the CDBG Program at a future meeting for approval. Motion passed 4-0 with Glidewell absent.

GENERAL PLAN ANNUAL  
PROGRESS REPORT 2012  
(8)  
Motion/Stottlemyre

Councilmember Stottlemyre made a motion to approve the 2012 General Plan Progress Report. Motion passed 4-0 with Glidewell absent.

PURCHASE CITY TRUCK  
(9)  
Motion/Ellis

Mayor Pro Tem Ellis made a motion to approve the request to allow for bids for a new park truck with the addition of an overhead material rack. Motion passed 4-0 with Glidewell absent.

BUDGET  
ADJUSTMENTS/TRANSFERS  
FISCAL YEAR 2012-2013  
(10)  
Motion/Stottlemyre

Councilmember Stottlemyre made a motion to approve the budget adjustments and transfers for Fiscal Year 2012-2013 through February 28, 2013 as presented. Motion passed 4-0 with Glidewell absent.

TECHNICAL SUPPORT FOR  
IMPLEMENTATION OF GASB  
54  
(11)

Councilmember Gardner made a motion to approve the technical support agreement with Certified Public Accountant Larry Bain to provide services related to the implementation of GASB 54 with the fee based on approximately 20-25 hours at a rate of \$150.00 per hour. Motion passed 4-0 with Glidewell absent.

**PRESENTATIONS**

**COUNCIL PRESENTATIONS**  
Denise Gillespie  
(12)

Denise Gillespie was presented with a city coin, a city tile, and a bouquet of flowers in recognition of her years of public service with the City of Bishop as the Assistant City Clerk/Executive Secretary.

**COUNCIL REPORTS**

Council Members reported on committee meetings and announced upcoming community events.

**ADJOURNMENT**

The Mayor adjourned the meeting at 8:55 p.m. to the Study Session scheduled for Monday, March 25, 2013 at 4:00 p.m. in the City Council Chambers.

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LAURA SMITH, MAYOR

Attest: Keith Caldwell, City Clerk

By: \_\_\_\_\_  
Robin Picken, Assistant City Clerk

TO: CITY COUNCIL

KSC

SUBJECT: CONSENT CALENDAR – PERSONNEL STATUS CHANGE REPORT

DATE: March 25, 2013

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The following personnel item has been submitted for action at this meeting:

COMMUNITY SERVICES DEPARTMENT

EFFECTIVE DATE

(A) Park Helper II, III Seasonal  
Part-Time  
\$12.00/\$13.00 per hour  
HIRE – Gelvin, Neil

3/5/13

1 (g)

**INVESTMENT PORTFOLIO FOR THE CITY OF BISHOP**  
**MONTH OF FEBRUARY 2013**

<u>BANK NAME</u>	<u>TYPE</u>	<u>AMOUNT</u>	<u>PERCENTAGE</u>
STATE TREASURY	LAIF	\$ 5,208,188.87	.286%
TOTAL INVESTMENT PORTFOLIO			\$ 5,208,188.87

Local Agency Investment Fund  
 P.O. Box 942809  
 Sacramento, CA 94209-0001  
 (916) 653-3001

[www.treasurer.ca.gov/pmia-laif](http://www.treasurer.ca.gov/pmia-laif)  
 March 06, 2013

CITY OF BISHOP  
  
 CITY ADMINISTRATOR  
 P.O. BOX 1236  
 BISHOP, CA 93514

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

February 2013 Stater

Account  
 Summary

Total Deposit:	0.00	Beginning Balance:	5,208,188.87
Total Withdrawal:	0.00	Ending Balance:	5,208,188.87



CALIFORNIA STATE TREASURER

**Bill Lockyer**

Pooled Money Investment Account

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286										

1 (h)

TO: City Council/City Administrator  
FROM: Finance/Accounting Secretary  
DATE: March 25, 2013  
SUBJECT: Warrant Register for the month of February 2013

**PAYABLE CHECK NUMBERS ISSUED**

CK#63651 thru 63689	\$ 22,791.24
CK#63690 thru 63692	\$ 67,193.87
CK#63693 thru 63721	\$ 60,213.12
CK#63722	\$ 136.64
CK#63723 thru 63755	\$ 25,758.10
CK#63707 Cancelled	\$ (29.50)

**TOTAL PAYABLE EXP FOR FEBRUARY** \$ 176,063.47

**PAYROLL CHECK NUMBERS ISSUED**

Special Payroll, February 04, 2013  
CK#37819 thru 37820 \$ 51.75

Regular Payroll, February 15, 2013  
CK#37823 thru 37858 \$ 133,653.45  
DD#6586 thru 6628

Special Payroll, February 15, 2013  
CK#37859 thru 37861 \$ 1,876.80

Regular Payroll, February 28, 2013  
CK#37862 thru 37907 \$ 128,910.99  
DD#6629 thru 6671

Medicare	\$ 3,755.03
PERS	\$ 73,129.46
Workers Comp	\$ 19,134.59
Medical	\$ 49,472.64
PERS OPEB	\$ 27,442.06
Dental	\$ 5,219.76
Life Insurance	\$ 401.80
Vision	\$ 774.04
Disability	\$ 3,619.62
Def Comp Programs	\$ 2,389.00
P.A.R.S.	\$ 25,750.51
PARS/ARS	\$ 271.54
Gym Dues	-0-

**TOTAL PAYROLL EXP FOR FEBRUARY 2013** \$ 475,853.04

**TOTAL EXPENDITURES FOR FEBRUARY 2013** \$ 651,916.51



CITY OF BISHOP  
 CHECK REGISTER 2/07/13

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
63653	STATE COMPENSATION INSURA	FEB13	STCOMP/FEB13	2/07/13	58603	2,578.85	2,578.85
63654	STEVES AUTO & TRUCK PARTS	52086	STEVE/BULBS	2/07/13	58587	22.44	
		52173	STEVE/HYDROSE	2/07/13	58582	74.88	
		52180	STEVE/FERRULE	2/07/13	58581	29.22	
		52328	STEVE/VBELT	2/07/13	58583	22.76	
		52329	STEVE/FILTER	2/07/13	58580	80.94	
		53444	STEVE/OIL	2/07/13	58578	37.81	
		53513	STEVE/OIL	2/07/13	58579	6.15	
		53886	STEVES/BRAKE	2/07/13	58576	13.45	
		53916	STEVES/STARTER	2/07/13	58577	50.77	
		53986	STEVE/ATCFUSE	2/07/13	58586	28.62	
		54002	STEVES/FLASHER	2/07/13	58584	3.54	
		55774	STEVE/STRIPING	2/07/13	58585	11.62	
		56314	STEV/AIRCHK	2/07/13	58588	14.30	396.50
63655	SOUTHERN CALIFORNIA EDISU	SWRPHD	SCE/DECJAN13	2/07/13	58571	1,450.06	
		Z01JHST	SCE/DECJAN2013.	2/07/13	58573	80.22	
		85JAY	SCE/DECJAN2013.	2/07/13	58574	26.40	
		960PLTA	EDISON/DECJAN13	2/07/13	58575	53.35	
		980PLETA	SCE/DECJAN2013	2/07/13	58572	394.40	2,004.43
63656	DEPARTMENT OF WATER & POW	102ELH	DWP./DRCJAN13	2/07/13	58554	75.42	
		243HHH	LADWP/DECJAN13	2/07/13	58539	55.02	
		646HAIH	DWP/JAH13	2/07/13	58550	141.18	
		688HHH	DWP/DECJAN13	2/07/13	58551	501.51	
		690HAIH	DWP/JAH2013	2/07/13	58552	368.65	
		700HAIH	DWP/DECJAN2013.	2/07/13	58553	698.26	1,842.04
63657	MULTI BUSINESS SYSTEMS	235902	MULTIS/RECIEPTS	2/07/13	58564	497.25	497.25
63658	CALIF JPIA	5716	JPIA/PHYSACUMY	2/07/13	58536	750.00	750.00
63659	BISHOP VOLUNTEER FIRE DEP	JAH13	BVFD/JAH13	2/07/13	58544	1,976.00	1,976.00
63660	UNDERGROUND SERVICE ALERT	120130060	UNDGRD/JAH	2/07/13	58556	39.00	39.00
63661	WESTERN NEVADA SUPPLY CO.	55415034	WSTDA/SINGLBAID	2/07/13	58598	95.39	
		55417514	WSTNDA/SHVEL	2/07/13	58599	246.92	
		55421694	WSTNDA/SWRPIPE	2/07/13	58600	86.44	
		55428149	WSTNDA/CLAYPLAS	2/07/13	58595	27.65	
		55428794	WSTDA/PVCCMHT	2/07/13	58597	42.45	
		55432445	WSTERH/COMPKIT	2/07/13	58592	77.32	
		55433623	WSTNDA/OIL	2/07/13	58593	94.20	
		55435287	WSTNDA/PVC	2/07/13	58594	14.21	684.58

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
63663	AMERIGAS - BISHOP						
		152315	SLCTSPLY/CONCRPTE	2/07/13	58539	30.19	
		152664	SLCTSPLY/PW	2/07/13	58538	7.98	
		152798	SLCTSPLY/BALLAST	2/07/13	58540	24.74	62.91
63664	XEROX CORP						
		66348514	XEROX/POLICE	2/07/13	58601	430.43	
		66348628	XEROX/PW	2/07/13	58602	288.37	718.80
63665	QUILL CORP						
		8993833	QUILL/SHARPIES	2/07/13	58570	35.53	35.53
63666	INTEGRATED WASTE MGMT						
		62902	INTWST/PBLWRKS	2/07/13	58560	13.00	
		62909	INTWST/PW	2/07/13	58559	13.00	
		62942	INTWST/PARKS	2/07/13	58558	17.00	
		63906	INTWST/SWER	2/07/13	58561	17.00	60.00
63667	INVO REGISTER						
		27409	INVGREG/PARKS	2/07/13	58535	133.05	233.05
63668	VERIZON						
		6738458	VERZU/PW	2/07/13	58591	121.53	123.53
63669	RESERVE ACCOUNT						
		JAN13	POSTAGE/JAN13	2/07/13	58542	588.00	588.00
63670	BIG MTN BOTTLED WATER						
		24906	BIGHTN/POLICE	2/07/13	58545	99.75	99.75
63671	BISHOP GUN CLUB						
		2013	BISHGUN/PD2013	2/07/13	58548	400.00	400.00
63672	MARTIN & CHAPMAN CO.						
		2013012	MARTIN/CERT	2/07/13	58568	18.80	18.80
63673	UNITED PARCEL SERVICE						
		292E053	UPS/PD	2/07/13	58589	16.21	16.21
63674	EARTHLINK INC						
		JAN13	ERTHLNK/JAN13	2/07/13	58533	21.95	21.95
63675	THOMAS PETROLEUM, LLC						
		74066	THMSPET/PRES	2/07/13	58532	150.20	150.20
63676	ENPLAB						
		1012364	ENPLAB/36401G15	2/07/13	58555	2,187.50	2,187.50
63677	UPS STORE, THE						
		2300	UPS/PW	2/07/13	58590	51.04	51.04
63678	SIERRA CONSERVATION PROJE						
		FEB13	COMSV/FEB13	2/07/13	58541	39.00	39.00

CITY OF HISHOP  
CHECK REGISTER 2/07/13

Report No: PB1302  
Run Date : 02/07/13

CHECK NUMBER	VEHENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
63679	SUDENLINK COMMUNICATIONS	198MCVR	SNDLNK/FEB13	2/07/13	58531	1,224.06	1,224.06
63680	MISSION JANITORIAL	442695	MISSION/LINERS	2/07/13	58565	144.90	
		343164	MISS/TOWELS	2/07/13	58566	102.58	
		346829	MISS/HOP	2/07/13	58567	18.69	266.17
63681	WAYLON CLELAND	WAYLON	JPIA/CLELAND	2/07/13	58657	304.87	304.87
63682	DAN MCELROY	MCELROY	JPIA/RHGTOMFEB13	2/07/13	58658	135.00	135.00
63683	CARMICHAEL BUSINESS TECH.	10567	CBT/SWTHPORT	2/07/13	58547	51.71	
		11048	CBT/FEBPU	2/07/13	58546	742.55	794.26
63684	CENTRAL SANITARY SUPPLY	498358	CTRSAINT/TRASHLIDS	2/07/13	58537	194.18	194.18
63685	O'REILLY AUTOMOTIVE, INC.	46243	OREILY/SHOP	2/07/13	58569	25.90	25.90
63686	GARY MILICI	MILICI	REINB/PLANTPORT	2/07/13	58557	95.00	95.00
63687	IHYO/HONO AG DEPARTMENT	MAPPUS	IHYOMHO/PESTCIDE	2/07/13	58563	35.00	
		MCLROY	IHYOMHO/PEST	2/07/13	58562	35.00	70.00
63688	DESERT SNOW LLC	2946	DSRTSNOW/TPAINING	2/07/13	58604	1,980.00	1,980.00
63689	LORI MCCLINTON	LORI	MCLTON/CAKES	2/07/13	58605	80.00	80.00
			CHECKS TOTAL				22,791.24

Report No: PB1390  
 Run Date : 02/12/13  
 CHECK FISCAL  
 NUMBER YEAR RECORD# VENDOR NAME

CITY OF BISHOP

TYPED CHECKS REGISTER

CHECK CHECK

TOTAL DATE INVOICE#

DESCRIPTION

NUMBER	YEAR	RECORD#	VENDOR NAME	AMOUNT	TOTAL	DATE	INVOICE#	DESCRIPTION
63690	2013	5700	WAYLON CLELAND	214.87	214.87	2/08/13	CLELAND 2/7	JPIA HB/CLELAND
63691	2013	5702	CASH	65,979.00	65,979.00	2/12/13	#13-0072	US MARSHAL'S #13-0072
63692	2013	5701	POLICE DEPT/CASH	1,000.00	1,000.00	2/12/13	CASH	INVESTIGATIONS

TYPED CHECKS TOTAL 67,193.87

CITY OF BISHOP  
CHECK REGISTER 2/14/13

Report No: PB1302  
Run Date : 02/14/13

REPORT NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRAN#	AMOUNT	CHECK TOTAL
63693	U. S. POST OFFICE	1236	UPS/POROX	2/14/13	58703	224.00	224.00
63694	LAW OFFICE OF PETER TPACY	JAN2013	TRACY/JANRETAINLP	2/14/13	58692	5,500.00	5,500.00
63695	MR. K. AUTOMOTIVE SERVICE	98378	MRF/#10EYHRANIFOLD	2/14/13	58689	656.99	656.99
63696	LEXIS NEXIS	42404240	LEXIS/CADEP	2/14/13	58687	116.58	116.58
63697	SOUTHERN CALIFORNIA EDISU	MYERU	SCE/JAN2013	2/14/13	58695	1,095.26	1,095.26
		851EPR	SCE/JAN2013	2/14/13	58697	65.46	65.46
		65WHTMTN	SCE/JAN2013	2/14/13	58696	52.04	52.04
63698	DEPARTMENT OF WATER & POW	1256ROVE	UMP/DECSAN	2/14/13	58674	111.43	111.43
		380 - BISH15	DWP/JAN2013	2/14/13	58677	26.99	26.99
		340BIS - B15	DWP/JAN2013	2/14/13	58678	17.75	17.75
		380BIS - B15	DWP/JAN2013	2/14/13	58676	18.10	18.10
		380BIS15	DWP/JAN2013	2/14/13	58675	544.69	544.69
		380H15B15	DWP/JAN2013	2/14/13	58679	535.68	535.68
		380H15B19	DWP/JAN2013	2/14/13	58680	15.31	15.31
		640AHAIN	UMP/JAN2013	2/14/13	58673	78.76	78.76
63699	MAHOR TRUE VALUE HARDWARE	A143025	MAHOR/HOSE	2/14/13	58688	139.94	139.94
63700	BISHOP DRY CLEANERS	JANUARY	B15DRYCLUR/UNIFORMS	2/14/13	58661	58.50	58.50
63701	STATE OF CALIFORNIA	952882	DOJ/LIVESCANJAN2013	2/14/13	58698	713.00	713.00
		953530	DOJ/ROHINLIVESCH	2/14/13	58699	32.00	32.00
63702	HIGH SIERRA AWARDS & EMGR	120376	M15TERARD/ROB14	2/14/13	58683	17.17	17.17
		120379	M15TERARD/NAMEPLATES	2/14/13	58682	335.86	335.86
63703	AMERICAS - BISHOP	POLICE	AMP625/01/24	2/14/13	58659	134.87	134.87
63704	XEROX CORP	19352	XEROX/FCH2012	2/14/13	58714	433.37	433.37
63705	VISION SERVICE PLAN	FEB2013	VISION/PULL/GARBNP	2/14/13	58713	111.01	111.01
63706	QUILL CORP	52312793	QUILL/SUPPLIES	2/14/13	58693	46.93	46.93
63707	INYO REGISTER	14625	KMRT/PLASTICWARE	2/14/13	58685	18.51	18.51
		39178	KMRT/DRYERASEURD	2/14/13	58684	10.99	10.99

CITY OF BISHOP  
CHECK REGISTER 2/14/12

Report No: PB1302  
Run Date : 02/14/13  
CHECK NUMBER

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRFMS#	AMOUNT	CHECK TOTAL
63708	BISHOP AUTOMOTIVE CENTER	83799	HISAUTO/FRDEXPD	2/14/13	58664	228.50	29.50
		83888	HISAUTO/#8ROTORS	2/14/13	58665	90.00	
		83893	HISAUTO/FRDEXPRTRES	2/14/13	58666	640.28	
		83922	HISAUTO/16/OILCHNG	2/14/13	58668	59.20	
		83959	HISAUTO/#9FUSES	2/14/13	58667	45.99	1,163.87
63709	VERIZON	122003	VRZN/FEB2013	2/14/13	58706	43.49	
		1810109	VRZN/FEB2013	2/14/13	58707	43.99	
		1810151	VRZN/FEB2013	2/14/13	58708	43.99	
		1811001	VRZN/FEB2013	2/14/13	58704	43.44	
		1812455	VRZN/FEB2013	2/14/13	58710	43.99	
		8724240	VRZN/FEB2013	2/14/13	58711	41.10	
		8727201	VRZN/FEB2013	2/14/13	58712	39.49	500.54
63710	HAN HOLA#	PALMSPRS	HOLA#AUDPOLPERFMRNCE	2/14/13	58671	225.00	225.00
63711	PARS PHASE II SYSTEMS	DEC2012	ADM FEES/DEC2012	2/13/13	58690	1,400.00	1,400.00
63712	CALPERS	JAN2013	PERS EPRC/JAN2013	2/14/13	58662	5,761.09	5,761.09
63713	UNITED PARCEL SERVICE	2928662	UPS/2/08	2/14/13	58704	15.61	15.61
63714	CHRIS CARTER	PLMSPRMS	CARTER/AUDPOLPERFORMI	2/14/13	58669	225.00	225.00
63715	THOMAS PETROLEUM, LLC	73010	TRNSPETRO/JAN2013	2/14/13	58700	1,906.48	
		73064	TRNSPETRO/JAN2013	2/14/13	58701	972.33	
		73065	TRNSPETRO/JAN2013	2/14/13	58702	2,770.55	5,649.36
63716	CSOLR FOUNDATION	CARTHOLA#	CSOLA#PLMSPRMSFEB25	2/14/13	58670	699.00	699.00
63717	BAKE OF AMERICA	CRAN#48	BOKA/WATERBYO#	2/14/13	58668	2,862.69	1,052.69
63718	V AND C CONSTRUCTION	LEST	WCONSTR/DPA#INAGEPRV1	2/14/13	58705	26,807.00	26,807.00
63719	LAURA SMITH	RETRRUPSE	LSMITH/HISFTNSMRSP	2/14/13	58686	299.25	299.25
63720	RUPPE WILLIAMS & SORRENSEN	DEC2013	BURPWILLSGP/EMPLMSEBV	2/14/13	58662	2,649.25	2,649.25
63721	ROBERTS ROOFING	PEFBLDGBER#	ROBRTSRFG/DUPPYMNT	2/14/13	58694	214.35	214.35
CHECKS TOTAL						49,213.12	49,213.12

Report No: PB1390  
 Run Date : 02/21/13  
 CHECK FISCAL  
 NUMBER YEAR RECORD# VENDOR NAME  
 63722 2013 5909 HOLY SMOKE

CITY OF BISHOP

TYPED CHECKS REGISTER

AMOUNT	CHECK TOTAL	CHECK DATE	INVOICE#	DESCRIPTION
136.64	136.64	2/20/13	2/21	RETREAT/HLY SMOKE

TYPED CHECKS TOTAL 136.64

CITY OF BISHOP  
CHECK REGISTER 2/21/14

Report No: PH1302  
Run Date: 02/21/14

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
63723	EASTERN SIERRA COMMUNITY	2132013	ESCSD/SEWER	2/21/13	58752	315.23	315.23
63724	ROLLINS ELECTRIC, INC.	109530	ROLLINS/SEWERHEADWORKS	2/21/13	58753	274.04	
		109531	ROLLINS/SEWERHEADWORKS	2/21/13	58753	329.18	607.27
63725	SOUTHERN CALIFORNIA EDISO	MCIVERPMP	SCE/JANFEB13	2/21/13	58719	24.10	
		BSYANEY	SCE/JANFEB13	2/21/13	58748	46.24	70.34
63726	PETTY CASH - CLERK DEPT.	ADMIN	ADMIN/PETTY CASH	2/21/13	58730	98.23	98.23
63727	ADVANCED DATA SYSTEMS, INC	1301002	ADS/JAN2013	2/21/13	58725	820.00	820.00
63728	INYO COUNTY RECORDER	SEIBU	CITYRECORDER/SEIBUTOSC	2/21/13	58731	2,156.25	
		WARREN	CNTYRECORDER/WARRENST	2/21/13	58732	2,156.25	4,312.50
63729	KHART	2/07/13	KHART/CALAHDBOARD	2/21/13	58722	10.99	
		2/12/13	KHART/PLATESCUTLERY	2/21/13	58723	18.51	29.50
63730	BRITT'S DIESEL & AUTOMOTI	35930	BRITTS/TIRES	2/21/13	58720	565.70	565.70
63731	HIGH SIERRA AWARDS & ENGR	110487	HISERRAARDS/PLAQUE	2/21/13	58729	7.51	7.51
63732	JAMES A. RICHARDSON M.D.	2052013	JRICHRD/MARTINEZHIGGIN	2/21/13	58738	320.00	320.00
63733	RITE-WAY POOL & SPA	25354	RITEWAY/CHLORINE	2/21/13	58724	26.94	26.94
63734	QUILL CORP	9368248	QUILL/GREENBAR	2/21/13	58735	75.21	
		9368249	QUILL/COLUMARPPAD	2/21/13	58734	66.83	142.04
63735	MISSION UNIFORM & LINEN	013113	MISSIONLINEN/FIRE	2/21/13	58739	32.29	32.29
63736	SANSUM MEDICAL CLINIC INC	CARTER	SANSUM/CARTERPHYSICAL	2/21/13	58726	1,292.00	1,292.00
63737	EASTERN SIERRA MOTORS INC	144082	EASTSIERRAMOTORS/MIRRO	2/21/13	58756	180.81	180.81
63738	INYO REGISTER	01107274	INYOREG/CLARKESTWATERL	2/21/13	58750	28.40	
		1100920	INYOREGISTER/ZONING	2/21/13	58749	84.20	112.60
63739	VERIZON	8729321	VERIZON/FIREDEPT	2/21/13	58718	41.57	

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
63740	FEDEX	217888874	VERIZON/FIREDEPT	2/21/13	58717	116.75	158.32
63741	TRIAD/HOLMES ASSOCIATES	4002541	FEDEX/FINANCE	2/21/13	58733	77.06	27.06
		4002543	TRIAD/SURVEYING	2/21/13	58744	4,583.75	
		4002544	TRIAD/ENGINEERING	2/21/13	58746	2,109.75	
		4002544	TRIAD/ENVIRONMENTAL	2/21/13	58745	6,277.50	
		4002545	TRIAD/DOCSGANS	2/21/13	58743	252.20	13,223.20
63742	NOLTE ASSOCIATES	13070078	NOLTE/SNEDENST	2/21/13	58747	472.71	472.71
63743	BANK OF AMERICA	RAY	BOFA/JAN2013	2/21/13	58716	552.05	552.05
63744	DOUG CLAIR, INC	4470	CLAIRCNST/TRANSPORT	2/21/13	58751	95.00	95.00
63745	MIKE HAIRS	MHAIRS/APRILDESEPTSNOW	MHAIRS/APRILDESEPTSNOW	2/21/13	58727	270.00	270.00
63746	BRENT GILLESPIE	GILLESPIE	BOILLES/APRILDESEPTSN	2/21/13	58728	270.00	270.00
63747	JIM HOFFETT	HOFFETT	HOFFETT/REIMBOOTS	2/21/13	58742	89.99	89.99
63748	LEHR AUTO ELECTRIC	01079980	LEHRAUTO/AUTOCHARGE	2/21/13	58736	821.16	821.16
63749	JIM ALLEN AUTO	5892	JIMALLEN/VEHICLEMAINT	2/21/13	58741	209.20	209.20
63750	BURTONS FIRE INC	912549	BURTONS/SUPPLYTANK	2/21/13	58737	150.60	150.60
63751	PAM GALVIN	PANGALVIN	GALVIN/ZUMBATRUG	2/21/13	58721	140.00	140.00
63752	LORI MCCLINTON	02/25/2013	MCCLINTON/CAKEFORCULLE	2/21/13	58715	40.00	40.00
63753	ROBIN PICKEN	PICKEN	PICKEN/GYMBOUES	2/21/13	58740	199.50	199.50
63754	EASTERN SIERRA LAND	877	EASTSIERRALAND/FLDNOTE	2/21/13	58754	80.00	80.00
63755	ALS LABORATORY GROUP	441378	ALSLABS/MAINTPACKAGE	2/21/13	58755	26.30	26.30
CHECKS TOTAL							25,758.10

RPT: 081995  
 RUN: 02/15/13 12:45:48  
 CHECK FISCAL  
 NUMBER YEAR RECORD# VENDOR NAME  
 63707 2013 5815  
 2013 5816 INYO REGISTEP

CITY OF BISHOP

CANCELLED CHECKS REGISTER

AMOUNT	CHECK DATE	INVOICE#	DESCRIPTION
10.40		49174	
18.51		14625	
29.50	2/15/13		PART/DRYERASEHRO PMT/PLASTICWAPE

CANCELLED CHECKS TOTAL 29.50

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**CITY OF BISHOP**

**STATEMENT OF FUND TRANSACTIONS FOR THE PERIOD OF:**

**July 01, 2012 thru February 28, 2013**

<b>CITY FUND BALANCE</b>	<b>\$ 5,634,379.18</b>
Plus Receipts	\$ 361,385.07
Less Expenditures	\$ (651,916.51)
Transfers/Debits-Credits	\$ (5,193.04)
<b>TOTAL CITY FUND BALANCE</b>	<b>\$ 5,338,654.70</b>

**CASH IN BANKS**

Union Bank Checking Accounts	\$ 130,465.83
State Treasurer LAIF	\$ 5,208,188.87
<b>TOTAL CASH IN BANKS</b>	<b>\$ 5,338,654.70</b>

CITY OF RISHOP  
PUBLIC BUDGET ACCOUNTING  
BREAKDOWN OF TOTAL CASH BALANCES  
FOR THE MONTH OF FEBRUARY

	FISCAL YEAR 2013				
	BEGINNING BALANCE	EXPENDITURES	RECEIPTS	TRANSFERS DEBITS-CREDITS	ENDING BALANCE
000-	.00	.00	.00	.00	.00
001- GENERAL FUND	2,446,724.11	451,305.03	225,521.92	11,927.15-	2,209,013.85
002- SEWER FUND	782,386.41	51,116.52	62,309.03	85.63-	793,493.10
003- GAS TAX	11,035.94	12,855.09	.00	.00	1,819.15-
004- WATER FUND	1,368,463.34	44,786.62	64,426.12	44.37-	1,383,003.47
005- CABLE TV PUBLIC ACCESS	.00	.00	.00	.00	.00
007- LOCAL TRANSPORTATION	.00	.00	.00	.00	.00
008- BOND AND TRUST FUND	2,544.60	.00	.00	.00	2,544.60
009- TRAFFIC SAFETY	9,505.20	1,349.36	.00	.00	8,155.84
010- TUT MEASURE A	102,854.32	45,185.99	.00	.00	57,668.33
012- SURPRISE MHP	116,073.70	3,786.50	8,611.00	25.89-	120,892.31
013- GENERAL FIXED ASSETS	.00	.00	.00	.00	.00
014- REDEVELOPMENT FUND	.00	.00	.00	.00	.00
015- WATER IMPROVEMENT	.00	.00	.00	.00	.00
017- GENERAL LONG TERM DEBT	.00	.00	.00	.00	.00
018- STORE FRONT GRANT	.00	.00	.00	.00	.00
019- DEFERRED COMPENSATION	.00	.00	.00	.00	.00
021- CANINE DONATION	15,322.08	.00	17.00	.00	15,339.08
022- SPRUCE STREET EXTENSION	.00	.00	.00	.00	.00
024- WYE ROAD H. E. S PROJECT	.00	.00	.00	.00	.00
026- PIONEER LANE PROJECT	.00	.00	.00	.00	.00
027- PARK AVE PROJECT	.00	.00	.00	.00	.00
028- WYE ROAD PROJECT	.00	.00	.00	.00	.00
029- HOME STREET PROJECT	.00	.00	.00	.00	.00
030- Y MART	.00	.00	.00	.00	.00
032- CLEEPS/ENFAEQUIP PRGRM	.00	.00	.00	.00	.00

CITY OF BISHOP  
PUBLIC BUDGET ACCOUNTING  
BREAKDOWN OF TOTAL CASH BALANCES  
FOR THE MONTH OF FEBRUARY

	FISCAL YEAR 2013				
	BEGINNING BALANCE	EXPENDITURES	RECEIPTS	TRANSFERS DEBITS-CREDITS	ENDING BALANCE
033- COPS	76,273.35	16,349.54	.00	6,945.00	66,828.76
034- SAFE ROUTE TO SCHOOLS	.00	.00	.00	.00	.00
035- MAC IVER ST EXT/STIPATE	.00	.00	.00	.00	.00
036- WYE RD INTERSECTION IMP	831,950.79	4,583.75	.00	.00	827,367.04
037- HOME FUNDS/WILLOW ST	787.46	.00	.00	.00	787.46
038- MACIVR/INACA CURB-1951	.00	.00	.00	.00	.00
039- GIS/GRANTS	4,543.64	2,188.60	.00	.00	6,732.24
040- PVMNT MNT PLAN PHASE	.00	.00	.00	.00	.00
041- PAVEMNT MIGHT PLAN 2	.00	.00	.00	.00	.00
042- FED GRANT/BORSP/CA0082	1,713.67	.00	.00	.00	1,713.67
043- ROAD PROJECT A	.00	.00	.00	.00	.00
046- SHEDEN IMPROVEMENTS	34,102.17	589.26	.00	.00	34,691.43
047- SOUTH SECOND IMPROV	.00	.00	.00	.00	.00
048- WARREN IMPROVEMENTS	49,114.42	8,517.90	.00	.00	57,632.32
049- W. PINE IMPROVEMENTS	.00	.00	.00	.00	.00
050- HUS PULLOUTS	.00	.00	.00	.00	.00
052- GROVE ST SIDEWALKS	.00	.00	.00	.00	.00
053- ENVIR CONSTRAINTS	.00	.00	.00	.00	.00
054- E. LINE ST BRIDGE	.00	.00	.00	.00	.00
055- JAY ST EXTENSION	.00	.00	.00	.00	.00
056- WYE RD EXTENSION	.00	.00	.00	.00	.00
057- SEIBU TO SCHL BIKE PATH	32,445.79	4,282.20	.00	.00	36,727.49
058- PINE TO PARK/STIP	9,975.35	.00	.00	.00	9,975.35
059- HANBY PAVEMENT PROJECT	.00	.00	.00	.00	.00
070- HOME OWNER ASSIST PRGH	.00	.00	.00	.00	.00
071- SILVER PEAK/INACA	.00	.00	.00	.00	.00

CITY OF BISHOP  
 PUBLIC BUDGET ACCOUNTING  
 BREAKDOWN OF TOTAL CASH BALANCES  
 FOR THE MONTH OF FEBRUARY

FISCAL YEAR 2012

099- DEBT SERVICE	BEGINNING BALANCE	EXPENDITURES	RECEIPTS	TRANSFERS DEBITS-CRUIITS	ENDING BALANCE
	.00	00	.00	.00	.00
TOTALS	5,634,374.18	651,916.51	361,385.07	5,143.04-	4,334,654.70

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND

PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	***** ACTUAL YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
31010 PROPERTY TAXES SECUR	370,000.00	.00	200,607.46	169,392.54	54
31020 PROPERTY TAXES UNSEC	108,000.00	.00	60,379.74	47,620.26	55
31030 PROPERTY TAXES PRIOR	.00	.00	3,528.57	3,528.57-	0
31050 PROPERTY TAX HOMEOWN	3,000.00	.00	.00	3,000.00	0
31060 PROP TAX MISC	24,000.00	.00	1,918.53	22,081.47	7
31065 VLF SWAP/PROP TX IN	280,000.00	.00	139,798.68	140,201.32	49
31070 INYO COUNTY ADM FEE	.00	.00	.00	.00	0
31075 PROP 1A CSCDA	.00	.00	.00	.00	0
31120 SALES TAX	1,600,000.00	156,400.00	895,196.04	704,803.96	55
31122 TRIPLE FLIP/LIEU SLS	550,000.00	.00	274,618.69	275,381.31	49
31126 DWP WTR AGREEMENT PA	180,000.00	.00	185,406.00	5,406.00-	103
31128 SALES TX 1/2%-PUBLIC	13,000.00	.00	7,757.72	5,242.28	59
31130 TRANSIENT OCCUPANCY	1,800,000.00	41,463.68	1,060,126.76	739,873.24	58
31150 REAL PROPERTY TRANSF	5,000.00	.00	1,626.61	3,373.39	32
32010 BUSINESS LICENSES	50,000.00	492.40	45,448.42	4,551.58	90
32020 SB 1186/ADA	.00	.00	5.00	5.00-	0
32035 TENTATIVE MAP PERMIT	750.00	.00	.00	750.00	0
32040 USE PERMITS	4,000.00	3,000.00	3,000.00	1,000.00	75
32050 BUILDING PERMITS	15,000.00	3,897.60	26,248.16	11,248.16-	174
32060 ELECTRICAL PERMITS	3,000.00	.00	.00	3,000.00	0
32070 PLUMBING/MECHANICAL	4,000.00	.00	10.00	3,990.00	0
32080 ELECTRICAL FRANCHISE	34,000.00	.00	.00	34,000.00	0
32090 TV FRANCHISE	12,000.00	.00	6,258.99	5,741.01	52
33010 INTEREST ON BANK DEP	14,000.00	3.81	6,272.19	7,727.81	44
33020 RENTAL OF REAL PROPE	110,000.00	8,493.14	78,827.77	31,172.23	71
34010 MOTOR VEHICLE IN LIE	12,000.00	.00	1,995.70	10,004.30	16
34015 MTR VEH LIC FEE 1100	.00	.00	.00	.00	0
34030 OFF HWY MOTOR VEH. F	100.00	.00	.00	100.00	0
34040 REIMB. HIGHWAY SWEEP	20,000.00	1,666.67	10,000.02	9,999.98	50
34042 PROP 1B/LOCAL STREET	.00	.00	.00	.00	0
34045 PAVEMENT MGNT PLAN	.00	.00	.00	.00	0
34046 DOC/RECYCLING GRANT	5,000.00	.00	.00	5,000.00	0
34048 TRAFFIC CONGESTION	.00	.00	.00	.00	0
34050 REIMB. FOR RFD FACIL	1,800.00	.00	1,350.00	450.00	75
34070 REIMB. SMALL CLAIMS	.00	.00	.00	.00	0
34080 REIMB. RFD STATE COM	10,031.00	.00	7,606.50	2,424.50	75
34081 SALARY REIMB FRM RF	.00	.00	.00	.00	0
34082 MISC REIM FROM RF D1	30,000.00	22.68	29,098.29	901.71	96
34083 SMHP MANAGEMENT FEE	.00	.00	.00	.00	0
34090 LOAN RETIREMENT SUNR	.00	.00	.00	.00	0
34110 COURT RESTITUTIONS	.00	.00	.00	.00	0
34118 REIMB OF BOOKING FEE	.00	.00	.00	.00	0
34120 PEACE OFFICERS TRAIN	9,600.00	2,348.05	6,233.30	3,366.70	64
34122 DVROS-STATE	.00	.00	20.88	20.88-	0
34125 PARKING CITATIONS	15,000.00	1,017.50	4,831.37	10,168.63	32
34135 MANDATED COSTS REIMB	.00	.00	.00	.00	0
34140 DISPATCH CONTRACTS	500.00	1,200.00	6,340.00	5,840.00-	1,268
34150 ASSET FORFEIT REFUND	.00	.00	.00	.00	0
34160 911 REIM-STATE	.00	.00	.00	.00	0

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
35010 PLAN CHECKING	5,000.00	.00	3,258.76	1,741.24	65
35015 GRADING PERMIT	.00	.00	.00	.00	0
35020 STRONG MOTION INST.	200.00	53.07	216.32	16.32-	108
35060 CBSC/BLDG PERMIT	100.00	13.00	79.00	21.00	79
36010 SALE OF PERSONAL PRO	6,800.00	.00	919.34	5,880.66	13
36020 INS. REFUNDS & DIVID	45,000.00	.00	23,678.92	21,321.08	52
36025 FORFEITURE OF DEPOSI	.00	.00	.00	.00	0
36030 MISCELLANEOUS	30,000.00	1,322.32	29,495.07	504.93	98
36032 CENTENNIAL COINS	.00	.00	.00	.00	0
36040 FINGERPRINTING & REP	33,000.00	1,079.00	23,151.00	9,849.00	70
36042 AB109/REALIGNMENT	.00	.00	.00	.00	0
36065 COMPUTER LOAN PAYBAC	.00	.00	.00	.00	0
36070 CIVIC ARTS	5,000.00	.00	.00	5,000.00	0
36078 AFTER SCHOOL PROGRAM	.00	.00	.00	.00	0
36079 LTC/CIRCULATION ELEM	.00	.00	.00	.00	0
36082 STATE SEC ENCHMNT	.00	.00	.00	.00	0
36084 STATE PARK GRANT PRO	.00	.00	.00	.00	0
36085 REIMB OF FED/STATE G	.00	.00	.00	.00	0
36086 FEMA GRANT/FIRE	.00	.00	.00	.00	0
36087 INDIAN GAMING GRANT/	12,000.00	.00	.00	12,000.00	0
36088 1ST FIVE GRANT/INYO	.00	.00	.00	.00	0
36091 CERTIFICATE OF COMP	.00	.00	.00	.00	0
39141 INT ON LOANS	.00	.00	.00	.00	0
39143 LOAN PMTS	.00	.00	.00	.00	0
39240 TENNIS	.00	.00	.00	.00	0
39250 SOFTBALL	.00	.00	.00	.00	0
39255 VOLLEYBALL	.00	.00	.00	.00	0
39260 BASKETBALL	.00	.00	.00	.00	0
39275 FACILITY RENTAL FEE	3,500.00	48.00	1,287.00	2,213.00	36
39278 TREE DEDICATION	.00	.00	.00	.00	0
39280 SUMMER YOUTH PROGRAM	.00	.00	.00	.00	0
39282 SKATE PARK DONATIONS	.00	.00	.00	.00	0
39290 SWIMMING POOL	38,000.00	.00	20,198.54	17,801.46	53
39292 SWIMMING POOL MISC I	200.00	.00	.00	200.00	0
39297 YOUTH ATHLETICS	25,000.00	1,620.00	7,478.00	17,522.00	29
39298 ADULT ATHLETICS	30,000.00	1,381.00	17,473.90	12,526.10	58
39901 PROCEEDS FROM LEASE	.00	.00	.00	.00	0
39999 REVENUE	.00	.00	.00	.00	0
<b>TOTAL REVENUES</b>	<b>5,517,581.00</b>	<b>225,521.92</b>	<b>3,191,747.24</b>	<b>2,325,833.76</b>	<b>57</b>

EXPENDITURES

010 CITY COUNCIL

51001 SALARIES-FULL TIME	18,000.00	1,500.00	11,700.00	6,300.00	65
51007 HEALTH INSURANCE	54,000.00	2,756.01	30,957.42	23,042.58	57
51008 DENTAL INSURANCE	7,500.00	394.59	4,612.23	2,887.77	61
51010 WORKERS COMPENSATION	200.00	13.80	121.44	78.56	60
51011 MEDICARE TAX	300.00	17.70	152.54	147.46	50
51017 FICA	300.00	19.50	152.10	147.90	50
51025 RETIREE HEALTH INSUR	56,000.00	.00	29,901.48	26,098.52	53
51043 DISABILITY INSURANCE	600.00	49.00	372.40	227.60	62

## STATEMENT OF BUDGETED REVENUES &amp; EXPENDITURES COMPARED TO ACTUAL

## 001 GENERAL FUND

PERIOD ENDING 2/26/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
51046 OPEB/POST EMP BENEFIT	.00	.00	.00	.00	0
52009 TRAINING	625.00	439.87	1,064.87	439.87-	170
52011 ADVERTISING/PRINTING	4,375.00	362.17	1,579.95	2,795.05	36
52012 OFFICE SUPPLIES,POST	1,500.00	29.26	304.62	1,195.38	20
52013 COMMUNICATIONS	500.00	.00	.00	500.00	0
52014 MEETINGS, TRAVEL, CO	15,000.00	354.87	8,310.80	6,689.20	55
52015 PROFESSIONAL/TECH. S	10,000.00	498.75	3,405.75	6,594.25	34
52018 SPECIAL DEPT. SUPPLI	3,000.00	85.46	979.80	2,020.20	32
52019 MISC. DUES & SUBSCRI	3,000.00	.00	2,578.40	421.60	85
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
<b>TOTAL CITY COUNCIL</b>	<b>174,900.00</b>	<b>6,520.98</b>	<b>96,193.80</b>	<b>78,706.20</b>	<b>54</b>
<b>011 ADMINISTRATION</b>					
51001 SALARIES-FULL TIME	150,000.00	16,593.72	105,670.00	44,330.00	70
51002 SALARIES/PART-TIME	.00	.00	.00	.00	0
51004 OVERTIME WAGES	7,500.00	2,049.12	6,110.83	1,389.17	81
51007 HEALTH INSURANCE	26,000.00	2,082.31	15,358.30	10,641.70	59
51008 DENTAL INSURANCE	2,500.00	355.78	2,647.65	147.65-	105
51009 PERS EMPLOYEE/EMPLOY	44,000.00	4,285.82	29,818.53	14,181.47	67
51010 WORKERS COMPENSATION	3,600.00	297.15	2,288.48	1,311.52	63
51011 MEDICARE TAX	2,300.00	263.80	1,584.29	715.71	68
51017 FICA	.00	.00	.00	.00	0
51022 P.A.R.S SYSTEM	35,000.00	2,784.32	22,077.50	12,922.50	63
51024 EMPLOYER COMP MATCH	3,200.00	121.00	1,643.00	1,557.00	51
51025 RETIREE HEALTH INSUR	28,000.00	.00	14,171.39	13,828.61	50
51042 UNEMPLOYMENT INS.	14,000.00	.00	3,223.00	10,777.00	23
51043 DISABILITY INSURANCE	3,000.00	285.81	1,692.13	1,307.87	56
51046 OPEB/POST EMP BENEFIT	12,000.00	1,964.25	11,803.49	196.51	98
52009 TRAINING	1,000.00	.00	575.00	425.00	57
52011 ADVERTISING/PRINTING	600.00	49.17	413.32	186.68	68
52012 OFFICE SUPPLIES,POST	1,500.00	34.90	1,090.27	409.73	72
52013 COMMUNICATIONS	2,000.00	.00	64.04	1,935.96	3
52014 MEETINGS, TRAVEL, CO	3,800.00	.00	2,479.86	1,320.14	65
52015 PROFESSIONAL/TECH. S	7,700.00	2,649.25	8,319.00	619.00-	108
52018 SPECIAL DEPT. SUPPLI	500.00	.00	23.76	476.24	4
52019 MISC. DUES & SUBSCRI	1,500.00	.00	1,106.00	394.00	73
52030 MISC. ADM/EMP COMP P	.00	.00	.00	.00	0
53022 OFFICE EQUIP. OPERAT	3,000.00	170.54	2,275.26	724.74	75
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
<b>TOTAL ADMINISTRATION</b>	<b>352,700.00</b>	<b>33,986.94</b>	<b>234,435.10</b>	<b>118,264.90</b>	<b>66</b>
<b>012 FINANCE</b>					
51001 SALARIES-FULL TIME	36,000.00	3,361.24	26,177.12	9,822.88	72
51002 SALARIES/PART-TIME	25,000.00	1,715.63	17,835.46	7,164.54	71
51004 OVERTIME WAGES	6,000.00	.00	1,126.73	4,873.27	18
51007 HEALTH INSURANCE	6,200.00	511.91	3,867.18	2,332.82	62
51008 DENTAL INSURANCE	700.00	61.76	556.41	143.59	79
51009 PERS EMPLOYEE/EMPLOY	12,000.00	1,059.88	8,133.23	3,866.77	67

## STATEMENT OF BUDGETED REVENUES &amp; EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND

PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
51010 WORKERS COMPENSATION	800.00	46.72	471.19	328.81	58
51011 MEDICARE TAX	1,200.00	72.82	649.64	550.36	54
51017 FICA	1,000.00	88.30	627.87	372.13	62
51022 P.A.R.S SYSTEM	9,400.00	732.60	5,669.66	3,730.34	60
51024 EMPLOYER COMP MATCH	1,600.00	146.00	1,136.50	463.50	71
51025 RETIREE HEALTH INSUR	10,000.00	.00	4,630.37	5,369.63	46
51043 DISABILITY INSURANCE	800.00	60.96	555.28	244.72	69
51046 OPEB/POST EMP BENEFI	3,200.00	403.36	3,007.24	192.76	93
52009 TRAINING	1,000.00	.00	.00	1,000.00	0
52011 ADVERTISING/PRINTING	500.00	.00	162.44	337.56	32
52012 OFFICE SUPPLIES,POST	3,000.00	622.86	2,730.69	269.31	91
52013 COMMUNICATIONS	500.00	.00	26.21	473.79	5
52014 MEETINGS, TRAVEL, CO	2,000.00	.00	1,446.99	553.01	72
52015 PROFESSIONAL/TECH. S	45,000.00	1,324.66	40,025.03	4,974.97	88
52018 SPECIAL DEPT. SUPPLI	3,000.00	.00	43.72	2,956.28	1
52019 MISC. DUES & SUBSCRI	500.00	.00	82.00	418.00	16
52116 E.S. TRANSIT AUTH LO	.00	.00	.00	.00	0
53022 OFFICE EQUIP. OPERAT	8,500.00	106.54	5,311.26	3,188.74	62
55023 EXP-SMALL CLAIMS	.00	.00	.00	.00	0
55024 RENTALS-REFUNDS	500.00	.00	.00	500.00	0
56028 CAPITAL EQUIPMENT	5,500.00	.00	.00	5,500.00	0
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
<b>TOTAL FINANCE</b>	<b>183,900.00</b>	<b>10,315.24</b>	<b>124,272.22</b>	<b>59,627.78</b>	<b>67</b>
<b>013 TREASURER</b>					
51001 SALARIES-FULL TIME	1,800.00	150.00	1,200.00	600.00	66
51007 HEALTH INSURANCE	.00	146.59-	.00	.00	0
51010 WORKERS COMPENSATION	50.00	1.38	12.42	37.58	24
51011 MEDICARE TAX	30.00	1.70	16.24	13.76	54
51017 FICA	35.00	1.96	15.68	19.32	44
51046 OPEB/POST EMP BENEFI	.00	.00	.00	.00	0
52009 TRAINING	.00	.00	.00	.00	0
<b>TOTAL TREASURER</b>	<b>1,915.00</b>	<b>8.45</b>	<b>1,244.34</b>	<b>670.66</b>	<b>64</b>
<b>014 LEGAL SERVICES</b>					
51011 MEDICARE TAX	.00	.00	.00	.00	0
51012 CONTRACT SALARY	66,000.00	5,500.00	38,500.00	27,500.00	58
52014 MEETINGS, TRAVEL, CO	1,254.00	.00	1,253.28	.72	99
52015 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
52019 MISC. DUES & SUBSCRI	2,946.00	116.58	2,302.38	643.62	78
55040 LITIGATION SERVICES	10,171.00	.00	10,170.29	.71	99
<b>TOTAL LEGAL SERVICES</b>	<b>80,371.00</b>	<b>5,616.58</b>	<b>52,225.95</b>	<b>28,145.05</b>	<b>64</b>
<b>015 INSURANCE</b>					
51008 DENTAL INSURANCE	.00	.00	.00	.00	0
51009 PERS EMPLOYEE/EMPLOY	200.00	.00	200.00	.00	100

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
51010 WORKERS COMPENSATION	11,000.00	.00	10,537.68	462.32	95
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	.00	.00	.00	.00	0
51046 OPEB/POST EMP BENEFI	.00	.00	.00	.00	0
52008 ADMINISTRATION FEES	4,200.00	.00	1,049.76	3,150.24	24
52016 INSURANCE	382,000.00	.00	279,241.00	102,759.00	73
<b>TOTAL INSURANCE</b>	<b>397,400.00</b>	<b>.00</b>	<b>291,028.44</b>	<b>106,371.56</b>	<b>73</b>
<b>016 BUILDING AND GROUNDS</b>					
51001 SALARIES-FULL TIME	48,000.00	3,782.90	30,129.70	17,870.30	62
51002 SALARIES/PART-TIME	25,700.00	1,170.00	9,204.00	16,496.00	35
51004 OVERTIME WAGES	1,300.00	.00	1,270.04	29.96	97
51007 HEALTH INSURANCE	8,000.00	622.25	4,918.19	3,081.81	61
51008 DENTAL INSURANCE	800.00	55.54	388.56	411.44	48
51009 PERS EMPLOYEE/EMPLOY	15,000.00	1,177.18	9,258.48	5,741.52	61
51010 WORKERS COMPENSATION	7,000.00	407.35	3,765.65	3,234.35	53
51011 MEDICARE TAX	1,400.00	70.83	582.24	817.76	41
51017 FICA	800.00	59.21	383.63	416.37	47
51022 P.A.R.S SYSTEM	10,500.00	841.98	6,627.55	3,872.45	63
51024 EMPLOYER COMP MATCH	.00	.00	.00	.00	0
51025 RETIREE HEALTH INSUR	.00	.00	.00	.00	0
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	1,200.00	49.35	351.24	848.76	29
51046 OPEB/POST EMP BENEFI	6,000.00	444.99	3,457.32	2,542.68	57
52010 HEAT,LIGHT,POWER	42,500.00	753.60	25,411.17	17,088.83	59
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52013 COMMUNICATIONS	6,000.00	65.94	4,357.54	1,642.46	72
52015 PROFESSIONAL/TECH. S	6,000.00	64.80	3,350.34	2,649.66	55
52017 WASTE FEES	2,100.00	39.00	1,425.50	674.50	67
52018 SPECIAL DEPT. SUPPLI	3,000.00	7.31	432.87	2,567.13	14
53020 VEHICLE OPERATION	1,000.00	.00	490.31	509.69	49
54023 BUILDING OPERATION	7,500.00	846.52	6,098.72	1,401.28	81
56027 CAPITAL IMPROVEMENT	27,497.00	.00	3,496.04	24,000.96	12
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
56032 CAP EXP - COP PAYMEN	.00	.00	.00	.00	0
<b>TOTAL BUILDING AND GROUNDS</b>	<b>221,297.00</b>	<b>10,458.75</b>	<b>115,399.09</b>	<b>105,897.91</b>	<b>52</b>
<b>018 ELECTIONS</b>					
51002 SALARIES/PART-TIME	.00	.00	.00	.00	0
52009 TRAINING	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	103.00	.00	95.55	7.45	92
52012 OFFICE SUPPLIES,POST	857.00	.00	5.55	851.45	0
52013 COMMUNICATIONS	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. S	2,455.00	.00	921.36	1,533.64	37
52018 SPECIAL DEPT. SUPPLI	436.00	.00	.00	436.00	0
<b>TOTAL ELECTIONS</b>	<b>3,851.00</b>	<b>.00</b>	<b>1,022.46</b>	<b>2,828.54</b>	<b>26</b>

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
019 COMMUNITY PROMOTION					
52111 CHAMBER OF COMMERCE	128,304.00	.00	85,536.00	42,768.00	66
52113 LAWS MUSEUM	11,664.00	.00	11,664.00	.00	100
52114 TRAIN PROGRAM	.00	.00	.00	.00	0
52118 CHRISTMAS LIGHTS	.00	.00	.00	.00	0
52120 SENIOR LEGAL PROGRAM	1,000.00	.00	1,000.00	.00	100
52121 ESAAA/SENIOR PROGRAM	5,000.00	.00	5,000.00	.00	100
52123 SENIOR REC. PROGRAM	250.00	.00	.00	250.00	0
52125 TRI COUNTY FAIR/CHSR	1,094.00	.00	.00	1,094.00	0
<b>TOTAL COMMUNITY PROMOTION</b>	<b>147,312.00</b>	<b>.00</b>	<b>103,200.00</b>	<b>44,112.00</b>	<b>70</b>
020 POLICE DEPARTMENT					
51001 SALARIES-FULL TIME	1,200,000.00	94,986.80	774,152.27	425,847.73	64
51002 SALARIES/PART-TIME	28,000.00	968.50	7,005.50	20,994.50	25
51003 RESERVES-PART/TIME	.00	.00	.00	.00	0
51004 OVERTIME WAGES	110,000.00	10,789.62	71,937.71	38,062.29	65
51007 HEALTH INSURANCE	250,000.00	22,921.00	162,871.92	87,128.08	65
51008 DENTAL INSURANCE	26,000.00	2,274.97	17,185.74	8,814.26	66
51009 PERS EMPLOYEE/EMPLOY	500,000.00	39,547.52	303,178.37	196,821.63	60
51010 WORKERS COMPENSATION	115,000.00	7,240.83	63,253.90	51,746.10	55
51011 MEDICARE TAX	20,000.00	1,588.81	13,056.55	6,943.45	65
51015 SHIFT DIFFERENTIAL P	60,000.00	7,708.58	59,253.69	746.31	98
51017 FICA	1,000.00	68.59	427.09	572.91	42
51019 SALARIES-CADETS	.00	.00	.00	.00	0
51022 P.A.R.S SYSTEM	70,000.00	5,405.83	41,910.69	28,089.31	59
51024 EMPLOYER COMP MATCH	5,000.00	279.00	2,133.00	2,867.00	42
51025 RETIREE HEALTH INSUR	235,000.00	.00	114,279.19	120,720.81	48
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	23,000.00	1,859.99	14,396.22	8,603.78	62
51044 LIABILITY CLAIMS	.00	.00	.00	.00	0
51046 OPEB/POST EMP BENEFI	85,000.00	12,640.79	89,513.26	4,513.26-	105
52009 TRAINING	21,045.00	1,688.00	21,457.34	412.34-	101
52010 HEAT,LIGHT,POWER	25,000.00	134.87	8,777.52	16,222.48	35
52011 ADVERTISING/PRINTING	3,000.00	.00	309.54	2,690.46	10
52012 OFFICE SUPPLIES,POST	6,000.00	653.75	3,874.60	2,125.40	64
52013 COMMUNICATIONS	35,271.00	970.22	20,368.67	14,902.33	57
52014 MEETINGS, TRAVEL, CO	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. S	30,235.00	2,575.00	25,490.79	4,744.21	84
52018 SPECIAL DEPT. SUPPLI	10,619.00	.00	3,883.61	6,735.39	36
52019 MISC. DUES & SUBSCRI	2,000.00	400.00	1,548.42	451.58	77
52021 FINGERPRINT FEES	13,000.00	713.00	8,952.00	4,048.00	68
52023 BOOKING FEES	.00	.00	.00	.00	0
52218 PRISONER TSP.& INVES	1,000.00	.00	.00	1,000.00	0
52650 ASSET FORFEIT EXPENS	20,512.00	2,980.00	2,980.00	17,532.00	14
52654 INDIAN GAMING GRANT	.00	.00	.00	.00	0
53020 VEHICLE OPERATION	59,903.00	4,613.85	38,092.93	21,810.07	63
53022 OFFICE EQUIP. OPERAT	6,500.00	430.43	3,443.07	3,056.93	52
54023 BUILDING OPERATION	10,000.00	494.16	5,921.62	4,078.38	59
55024 RENTALS-REFUNDS	.00	.00	.00	.00	0

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
55040 LITIGATION SERVICES	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
<b>TOTAL POLICE DEPARTMENT</b>	<b>2,972,085.00</b>	<b>223,934.11</b>	<b>1,879,655.21</b>	<b>1,092,429.79</b>	<b>63</b>
<b>021 FIRE DEPARTMENT</b>					
51001 SALARIES-FULL TIME	8,500.00	703.34	5,626.72	2,873.28	66
51002 SALARIES/PART-TIME	50,100.00	3,706.50	32,597.00	17,503.00	65
51007 HEALTH INSURANCE	3,500.00	217.93	1,636.44	1,863.56	46
51008 DENTAL INSURANCE	300.00	20.14	262.13	37.87	87
51009 PERS EMPLOYEE/EMPLOY	4,300.00	362.84	3,242.75	1,057.25	75
51010 WORKERS COMPENSATION	37,607.00	2,749.04	13,237.17	24,369.83	35
51011 MEDICARE TAX	1,000.00	34.96	282.40	717.60	28
51017 FICA	800.00	66.50	446.19	353.81	55
51022 P.A.R.S SYSTEM	1,800.00	149.10	1,192.80	607.20	66
51025 RETIREE HEALTH INSUR	6,800.00	.00	3,611.74	3,188.26	53
51041 FIREMANS LIFE INS.	2,106.00	.00	1,899.00	207.00	90
51043 DISABILITY INSURANCE	300.00	13.29	226.67	73.33	75
51046 OPEB/POST EMP BENEFI	1,000.00	84.40	633.00	367.00	63
52009 TRAINING	1,000.00	.00	80.00	920.00	8
52010 HEAT, LIGHT, POWER	7,500.00	136.71	4,535.54	2,964.46	60
52011 ADVERTISING/PRINTING	100.00	.00	.00	100.00	0
52012 OFFICE SUPPLIES, POST	300.00	9.41	47.75	252.25	15
52013 COMMUNICATIONS	3,180.00	158.32	2,345.59	834.41	73
52014 MEETINGS, TRAVEL, CO	2,796.00	.00	2,549.73	246.27	91
52015 PROFESSIONAL/TECH. S	5,200.00	320.00	4,714.19	485.81	90
52018 SPECIAL DEPT. SUPPLI	34,945.00	467.00	31,647.16	3,297.84	90
52019 MISC. DUES & SUBSCRI	1,300.00	.00	409.94	890.06	31
53020 VEHICLE OPERATION	24,000.00	2,722.89	23,636.72	363.28	98
53022 OFFICE EQUIP. OPERAT	100.00	99.35	99.35	.65	99
54023 BUILDING OPERATION	500.00	11.77	410.60	89.40	82
55024 RENTALS-REFUNDS	900.00	.00	951.50	51.50-	105
56027 CAPITAL IMPROVEMENT	3,000.00	.00	1,165.46	1,834.54	38
56028 CAPITAL EQUIPMENT	57,418.00	.00	57,417.49	.51	99
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
<b>TOTAL FIRE DEPARTMENT</b>	<b>260,352.00</b>	<b>12,033.49</b>	<b>194,905.03</b>	<b>65,446.97</b>	<b>74</b>
<b>022 BUILDING</b>					
51001 SALARIES-FULL TIME	50,000.00	4,319.70	34,204.43	15,795.57	68
51004 OVERTIME WAGES	200.00	.00	.00	200.00	0
51007 HEALTH INSURANCE	12,000.00	955.90	7,079.19	4,920.81	58
51008 DENTAL INSURANCE	1,000.00	88.33	597.73	402.27	59
51009 PERS EMPLOYEE/EMPLOY	16,000.00	1,291.64	10,135.29	5,864.71	63
51010 WORKERS COMPENSATION	2,000.00	126.22	1,122.12	877.88	56
51011 MEDICARE TAX	800.00	61.12	486.71	313.29	60
51022 P.A.R.S SYSTEM	13,000.00	945.78	7,431.28	5,568.72	57
51024 EMPLOYER COMP MATCH	1,600.00	134.00	1,056.25	543.75	66

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
51025 RETIREE HEALTH INSUR	7,000.00	.00	3,125.15	3,874.85	44
51043 DISABILITY INSURANCE	1,000.00	76.15	532.12	467.88	53
51046 OPEB/POST EMP BENEFI	4,000.00	518.36	3,852.53	147.47	96
52009 TRAINING	1,000.00	.00	238.75	761.25	23
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	350.00	4.95	125.21	224.79	35
52013 COMMUNICATIONS	500.00	.00	264.87	235.13	52
52014 MEETINGS, TRAVEL, CO	1,500.00	.00	286.59	1,213.41	19
52015 PROFESSIONAL/TECH. S	1,250.00	.00	296.08	953.92	23
52018 SPECIAL DEPT. SUPPLI	920.00	.00	43.58	876.42	4
52019 MISC. DUES & SUBSCRI	675.00	.00	377.00	298.00	55
53020 VEHICLE OPERATION	1,200.00	64.62	629.78	570.22	52
53022 OFFICE EQUIP. OPERAT	430.00	28.85	187.59	242.41	43
55024 RENTALS-REFUNDS	.00	.00	.00	.00	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
<b>TOTAL BUILDING</b>	<b>116,425.00</b>	<b>8,615.62</b>	<b>72,072.25</b>	<b>44,352.75</b>	<b>61</b>
<b>023 STREET MAINTENANCE</b>					
51001 SALARIES-FULL TIME	40,000.00	1,583.24	12,571.07	27,428.93	31
51002 SALARIES/PART-TIME	.00	.00	.00	.00	0
51004 OVERTIME WAGES	2,000.00	.00	712.59	1,287.41	35
51007 HEALTH INSURANCE	9,500.00	432.36	3,346.11	6,153.89	35
51008 DENTAL INSURANCE	900.00	46.52	309.10	590.90	34
51009 PERS EMPLOYEE/EMPLOY	12,000.00	410.27	3,260.18	8,739.82	27
51010 WORKERS COMPENSATION	6,800.00	285.02	2,656.85	4,143.15	39
51011 MEDICARE TAX	700.00	27.17	228.78	471.22	32
51013 PW-PART TIME SALARIE	.00	.00	.00	.00	0
51017 FICA	.00	.00	.00	.00	0
51018 DUTY TIME	4,800.00	337.50	2,835.00	1,965.00	59
51022 P.A.R.S SYSTEM	10,000.00	331.54	2,559.96	7,440.04	25
51024 EMPLOYER COMP MATCH	2,500.00	.00	.00	2,500.00	0
51025 RETIREE HEALTH INSUR	8,000.00	.00	4,373.52	3,626.48	54
51043 DISABILITY INSURANCE	1,000.00	36.78	249.07	750.93	24
51044 LIABILITY CLAIMS	.00	.00	.00	.00	0
51046 OPEB/POST EMP BENEFI	3,500.00	224.08	1,746.41	1,753.59	49
52009 TRAINING	100.00	7.00	85.75	14.25	85
52010 HEAT,LIGHT,POWER	750.00	.00	597.75	152.25	79
52011 ADVERTISING/PRINTING	100.00	.00	.00	100.00	0
52012 OFFICE SUPPLIES,POST	1,000.00	2.25	709.52	290.48	70
52013 COMMUNICATIONS	925.00	131.33	415.11	509.89	44
52014 MEETINGS, TRAVEL, CO	250.00	.00	34.59	215.41	13
52015 PROFESSIONAL/TECH. S	4,110.00	83.05	2,013.43	2,096.57	48
52017 WASTE FEES	750.00	26.00	178.52	571.48	23
52018 SPECIAL DEPT. SUPPLI	4,750.00	186.37	2,392.25	2,357.75	50
52019 MISC. DUES & SUBSCRI	185.00	.00	8.20	176.80	4
52020 WATER CONSERVATION P	.00	.00	.00	.00	0
52034 RECYCLING GRANT/DOC	.00	.00	.00	.00	0
53020 VEHICLE OPERATION	5,200.00	386.43	4,377.06	822.94	84
53022 OFFICE EQUIP. OPERAT	625.00	28.85	191.58	433.42	30

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** ACTUAL ***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
55024 RENTALS-REFUNDS	35,215.00	214.35	2,418.52	32,796.48	6
56027 CAPITAL IMPROVEMENT	45,000.00	28,807.00	28,807.00	16,193.00	64
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56029 CAPITAL EQUIP. REPLA	17,500.00	.00	.00	17,500.00	0
56032 CAP EXP - COP PAYMEN	.00	.00	.00	.00	0
57041 PAVEMENT CRACK SEAL	.00	.00	.00	.00	0
57043 TRAFFIC PAINTING	12,000.00	.00	.00	12,000.00	0
57045 TRAFFIC PAINTING	.00	.00	.00	.00	0
<b>TOTAL STREET MAINTENANCE</b>	<b>230,160.00</b>	<b>33,587.11</b>	<b>77,077.92</b>	<b>153,082.08</b>	<b>33</b>
<b>024 PROP 1B/LOCAL STREETS</b>					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
51007 HEALTH INSURANCE	.00	.00	.00	.00	0
51008 DENTAL INSURANCE	.00	.00	.00	.00	0
51009 PERS EMPLOYEE/EMPLOY	.00	.00	.00	.00	0
51010 WORKERS COMPENSATION	.00	.00	.00	.00	0
51011 MEDICARE TAX	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
53020 VEHICLE OPERATION	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
57043 TRAFFIC PAINTING	.00	.00	.00	.00	0
<b>TOTAL PROP 1B/LOCAL STREET</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>0</b>
<b>025 STREET SWEEPING</b>					
51001 SALARIES-FULL TIME	42,000.00	3,355.52	26,815.53	15,184.47	63
51004 OVERTIME WAGES	.00	.00	.00	.00	0
51007 HEALTH INSURANCE	12,000.00	796.51	5,889.48	6,110.52	49
51008 DENTAL INSURANCE	1,000.00	77.84	526.51	473.49	52
51009 PERS EMPLOYEE/EMPLOY	12,500.00	895.29	7,158.51	5,341.49	57
51010 WORKERS COMPENSATION	6,500.00	497.95	4,478.91	2,021.09	68
51011 MEDICARE TAX	800.00	47.39	381.15	418.85	47
51022 P.A.R.S SYSTEM	9,000.00	667.28	5,339.86	3,660.14	59
51043 DISABILITY INSURANCE	1,000.00	59.86	418.21	581.79	41
51046 OPEB/POST EMP BENEFI	3,000.00	391.31	2,927.33	72.67	97
52017 WASTE FEES	400.00	.00	379.00	21.00	94
53020 VEHICLE OPERATION	7,400.00	132.52	2,409.43	4,990.57	32
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
<b>TOTAL STREET SWEEPING</b>	<b>95,600.00</b>	<b>6,921.47</b>	<b>56,723.92</b>	<b>38,876.08</b>	<b>59</b>
<b>026 STREET LIGHTING</b>					
52010 HEAT,LIGHT,POWER	39,000.00	2,691.19	22,792.27	16,207.73	58
52018 SPECIAL DEPT. SUPPLI	1,000.00	.00	.00	1,000.00	0
55024 RENTALS-REFUNDS	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
TOTAL STREET LIGHTING	<u>40,000.00</u>	<u>2,691.19</u>	<u>22,792.27</u>	<u>17,207.73</u>	<u>56</u>
028 EMERGENCY PREPAREDNESS					
52013 COMMUNICATIONS	3,000.00	.00	1,436.79	1,563.21	47
52014 MEETINGS, TRAVEL, CO	1,000.00	.00	.00	1,000.00	0
52018 SPECIAL DEPT. SUPPLI	500.00	.00	.00	500.00	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
TOTAL EMERGENCY PREPAREDNE	<u>4,500.00</u>	<u>.00</u>	<u>1,436.79</u>	<u>3,063.21</u>	<u>31</u>
031 PARKS & REC					
51001 SALARIES-FULL TIME	120,000.00	11,992.86	95,504.17	24,495.83	79
51002 SALARIES/PART-TIME	400.00	.00	.00	400.00	0
51004 OVERTIME WAGES	1,500.00	455.91	1,595.69	95.69-	106
51007 HEALTH INSURANCE	42,000.00	3,521.44	25,822.89	16,177.11	61
51008 DENTAL INSURANCE	4,000.00	328.45	2,576.52	1,423.48	64
51009 PERS EMPLOYEE/EMPLOY	45,000.00	3,398.32	27,125.55	17,874.45	60
51010 WORKERS COMPENSATION	16,500.00	1,376.54	11,933.98	4,566.02	72
51011 MEDICARE TAX	2,200.00	173.53	1,364.54	835.46	62
51017 FICA	304.00	.00	.00	304.00	0
51022 P.A.R.S SYSTEM	38,000.00	2,652.58	20,862.97	17,137.03	54
51024 EMPLOYER COMP MATCH	4,000.00	197.00	1,558.00	2,442.00	38
51025 RETIREE HEALTH INSUR	48,500.00	.00	28,052.53	20,447.47	57
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	3,600.00	227.76	1,824.55	1,775.45	50
51046 OPEB/POST EMP BENEFI	14,000.00	1,441.75	10,665.22	3,334.78	76
52009 TRAINING	.00	.00	.00	.00	0
52010 HEAT,LIGHT,POWER	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	.00	.00	.00	.00	0
52013 COMMUNICATIONS	.00	.00	.00	.00	0
52014 MEETINGS, TRAVEL, CO	3,000.00	.00	155.07	2,844.93	5
52015 PROFESSIONAL/TECH. S	1,060.00	.00	1,060.00	.00	100
52017 WASTE FEES	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	250.00	.00	.00	250.00	0
52019 MISC. DUES & SUBSCRI	.00	.00	.00	.00	0
53020 VEHICLE OPERATION	.00	.00	.00	.00	0
53021 SPECIAL EQUIP. OPERA	.00	.00	.00	.00	0
53022 OFFICE EQUIP. OPERAT	2,200.00	156.29	1,745.35	454.65	79
54023 BUILDING OPERATION	.00	.00	.00	.00	0
55024 RENTALS-REFUNDS	.00	.00	.00	.00	0
55058 STATE PARK GRANT PRO	.00	.00	.00	.00	0
55061 1ST FIVE GRANT/INYO	.00	.00	.00	.00	0
55063 DOC/RECYCLING GRANT	5,209.00	.00	.00	5,209.00	0
56027 CAPITAL IMPROVEMENT	5,000.00	.00	.00	5,000.00	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
56032 CAP EXP - COP PAYMEN	.00	.00	.00	.00	0
TOTAL PARKS & REC	<u>356,723.00</u>	<u>25,922.43</u>	<u>231,847.03</u>	<u>124,875.97</u>	<u>64</u>

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
034 PLANNING DEPARTMENT					
51001 SALARIES-FULL TIME	79,700.00	6,308.80	50,117.15	29,582.85	62
51002 SALARIES/PART-TIME	600.00	.00	600.00	.00	100
51004 OVERTIME WAGES	.00	.00	.00	.00	0
51007 HEALTH INSURANCE	18,000.00	1,276.02	9,449.82	8,550.18	52
51008 DENTAL INSURANCE	1,400.00	117.92	796.42	603.58	56
51009 PERS EMPLOYEE/EMPLOY	25,700.00	1,943.78	15,256.24	10,443.76	59
51010 WORKERS COMPENSATION	3,500.00	179.96	1,611.41	1,888.59	46
51011 MEDICARE TAX	1,176.00	89.44	722.38	453.62	61
51017 FICA	20.00	.00	5.85	14.15	29
51022 P.A.R.S SYSTEM	18,000.00	1,397.46	10,984.89	7,015.11	61
51025 RETIREE HEALTH INSUR	7,000.00	.00	3,125.15	3,874.85	44
51043 DISABILITY INSURANCE	2,000.00	101.79	709.57	1,290.43	35
51046 OPEB/POST EMP BENEFI	7,000.00	757.06	5,640.27	1,359.73	80
52009 TRAINING	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	1,200.00	84.20	84.20	1,115.80	7
52012 OFFICE SUPPLIES,POST	1,000.00	.00	109.93	890.07	10
52013 COMMUNICATIONS	500.00	.00	117.37	382.63	23
52014 MEETINGS, TRAVEL, CO	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. S	30,000.00	83.05	185.59	29,814.41	0
52018 SPECIAL DEPT. SUPPLI	200.00	.00	22.04	177.96	11
53020 VEHICLE OPERATION	.00	.00	.00	.00	0
53022 OFFICE EQUIP. OPERAT	500.00	28.85	187.58	312.42	37
53025 LAFCO	22,000.00	.00	10,000.00	12,000.00	45
55024 RENTALS-REFUNDS	.00	.00	.00	.00	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
<b>TOTAL PLANNING DEPARTMENT</b>	<b>219,496.00</b>	<b>12,368.33</b>	<b>109,725.86</b>	<b>109,770.14</b>	<b>49</b>
048 CIVIC ARTS COMMISSION					
52018 SPECIAL DEPT. SUPPLI	18,225.00	.00	18,225.00	.00	100
<b>TOTAL CIVIC ARTS COMMISSIO</b>	<b>18,225.00</b>	<b>.00</b>	<b>18,225.00</b>	<b>.00</b>	<b>100</b>
<b>TOTAL EXPENDITURES</b>	<b>5,877,212.00</b>	<b>392,980.69</b>	<b>3,683,482.68</b>	<b>2,193,729.32</b>	<b>62</b>
<b>NET REV &amp; EXPENDITURE</b>	<b>359,631.00-</b>	<b>167,458.77-</b>	<b>491,735.44-</b>	<b>132,104.44</b>	<b>136</b>
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## STATEMENT OF BUDGETED REVENUES &amp; EXPENDITURES COMPARED TO ACTUAL

002 SEWER FUND

PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39020 SEWER SERVICE COLLEC	1,074,000.00	62,104.19	817,714.01	256,285.99	76
39023 PENALTIES-SEWER SERV	4,000.00	204.84	1,577.62	2,422.38	39
39024 SEWER PERMITS	.00	.00	.00	.00	0
39025 SEWER ASSESSMENT FEE	.00	.00	.00	.00	0
39030 REIMB. SMALL CLAIMS	.00	.00	.00	.00	0
39040 INTEREST ON BANK DEP	3,000.00	.00	998.32	2,001.68	33
39060 SEWER MISCELLANEOUS	30,000.00	.00	4,989.51	25,010.49	16
39070 REIM FRM WATER	.00	.00	.00	.00	0
39075 REIMB FROM ESCSD	.00	.00	.00	.00	0
39076 REIMB FRM FED/ST GRA	.00	.00	.00	.00	0
39077 REIMB FRM CAL TRANS	.00	.00	.00	.00	0
TOTAL REVENUES	<u>1,111,000.00</u>	<u>62,309.03</u>	<u>825,279.46</u>	<u>285,720.54</u>	<u>74</u>
<b>EXPENDITURES</b>					
<b>051 SEWER</b>					
51001 SALARIES-FULL TIME	272,000.00	22,231.34	177,556.77	94,443.23	65
51002 SALARIES/PART-TIME	5,200.00	450.00	3,404.71	1,795.29	65
51004 OVERTIME WAGES	1,000.00	.00	.00	1,000.00	0
51007 HEALTH INSURANCE	62,000.00	4,810.31	35,368.38	26,631.62	57
51008 DENTAL INSURANCE	5,600.00	470.93	3,796.60	1,803.40	67
51009 PERS EMPLOYEE/EMPLOY	78,000.00	6,431.44	51,146.45	26,853.55	65
51010 WORKERS COMPENSATION	31,000.00	2,444.91	21,890.13	9,109.87	70
51011 MEDICARE TAX	4,000.00	326.58	2,614.87	1,385.13	65
51013 PW-PART TIME SALARIE	.00	.00	.00	.00	0
51016 VEHICLE COMPENSATION	.00	.00	.00	.00	0
51017 FICA	400.00	55.70	338.16	61.84	84
51018 DUTY TIME	4,800.00	371.25	2,801.25	1,998.75	58
51022 P.A.R.S SYSTEM	60,000.00	4,652.52	36,782.62	23,217.38	61
51024 EMPLOYER COMP MATCH	6,000.00	740.00	6,901.50	901.50-	115
51025 RETIREE HEALTH INSUR	32,500.00	.00	19,682.71	12,817.29	60
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	5,000.00	392.11	3,249.48	1,750.52	64
51046 OPEB/POST EMP BENEFI	20,000.00	2,671.13	19,910.97	89.03	99
52009 TRAINING	3,400.00	109.00	1,843.38	1,556.62	54
52010 HEAT,LIGHT,POWER	32,500.00	1,924.68	16,872.74	15,627.26	51
52011 ADVERTISING/PRINTING	500.00	.00	85.70	414.30	17
52012 OFFICE SUPPLIES,POST	4,900.00	10.65	2,169.81	2,730.19	44
52013 COMMUNICATIONS	3,290.00	15.60	1,096.89	2,193.11	33
52014 MEETINGS, TRAVEL, CO	2,850.00	.00	75.68	2,774.32	2
52015 PROFESSIONAL/TECH. S	23,020.00	500.78	17,054.75	5,965.25	74
52017 WASTE FEES	3,600.00	17.00	957.22	2,642.78	26
52018 SPECIAL DEPT. SUPPLI	14,000.00	664.49	9,538.49	4,461.51	68
52019 MISC. DUES & SUBSCRI	965.00	.00	235.20	729.80	24
53020 VEHICLE OPERATION	12,500.00	979.42	10,241.53	2,258.47	81
53021 SPECIAL EQUIP. OPERA	4,000.00	.00	909.26	3,090.74	22
53022 OFFICE EQUIP. OPERAT	3,560.00	100.91	1,169.34	2,390.66	32
54023 BUILDING OPERATION	.00	.00	.00	.00	0
55023 EXP-SMALL CLAIMS	1,000.00	.00	.00	1,000.00	0
55024 RENTALS-REFUNDS	.00	.00	.00	.00	0

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

002 SEWER FUND  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
55026 CONTRACT SERVICES	.00	.00	.00	.00	0
55027 TRANS TO FED/ST PROJ	.00	.00	.00	.00	0
56025 DEPRECIATION	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	457,500.00	745.87	313,351.96	144,148.04	68
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
56032 CAP EXP - COP PAYMEN	.00	.00	.00	.00	0
56500 INTEREST	.00	.00	.00	.00	0
<b>TOTAL SEWER</b>	<u>1,155,085.00</u>	<u>51,116.62</u>	<u>761,046.55</u>	<u>394,038.45</u>	<u>65</u>
<b>TOTAL EXPENDITURES</b>	<u>1,155,085.00</u>	<u>51,116.62</u>	<u>761,046.55</u>	<u>394,038.45</u>	<u>65</u>
<b>NET REV &amp; EXPENDITURE</b>	<u>44,085.00-</u>	<u>11,192.41</u>	<u>64,232.91</u>	<u>108,317.91-</u>	<u>145-</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

003 GAS TAX  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39100 SECTION 2105	18,000.00	.00	6,036.46	11,963.54	33
39110 SECTION 2107-5	1,000.00	.00	14,963.43	13,963.43-	1,496
39120 SECTION 2107	25,000.00	.00	14,343.17	10,656.83	57
39130 SECTION 2106	17,000.00	.00	9,836.55	7,163.45	57
39135 MISC/PROP 42	42,250.00	.00	11,697.13	30,552.87	27
39138 TRAFFIC CONGESTION	.00	.00	.00	.00	0
39140 INTEREST ON BANK DEP	.00	.00	47.54	47.54-	0
<b>TOTAL REVENUES</b>	<b>103,250.00</b>	<b>.00</b>	<b>56,924.28</b>	<b>46,325.72</b>	<b>55</b>

**EXPENDITURES**

030 GAS TAX

51001 SALARIES-FULL TIME	44,800.00	6,509.74	51,915.48	7,115.48-	115
51002 SALARIES/PART-TIME	2,500.00	.00	477.21	2,022.79	19
51004 OVERTIME WAGES	.00	.00	.00	.00	0
51005 SALARY-SNOW REMOVAL	.00	.00	.00	.00	0
51007 HEALTH INSURANCE	13,000.00	1,481.76	10,956.35	2,043.65	84
51008 DENTAL INSURANCE	1,000.00	143.85	973.35	26.65	97
51009 PERS EMPLOYEE/EMPLOY	15,000.00	1,689.37	13,486.52	1,513.48	89
51010 WORKERS COMPENSATION	9,000.00	792.86	7,116.73	1,883.27	79
51011 MEDICARE TAX	900.00	92.06	749.88	150.12	83
51013 PW-PART TIME SALARIE	.00	.00	.00	.00	0
51016 VEHICLE COMPENSATION	.00	.00	.00	.00	0
51017 FICA	.00	.00	.00	.00	0
51018 DUTY TIME	100.00	.00	.00	100.00	0
51022 P.A.R.S SYSTEM	15,500.00	1,263.68	9,985.87	5,514.13	64
51024 EMPLOYER COMP MATCH	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	1,300.00	113.63	791.79	508.21	60
51046 OPEB/POST EMP BENEFI	4,300.00	768.14	5,741.52	1,441.52-	133
52009 TRAINING	.00	.00	.00	.00	0
52010 HEAT,LIGHT,POWER	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	.00	.00	.00	.00	0
52013 COMMUNICATIONS	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. S	1,800.00	.00	.00	1,800.00	0
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
52020 WATER CONSERVATION P	.00	.00	.00	.00	0
53020 VEHICLE OPERATION	.00	.00	.00	.00	0
53022 OFFICE EQUIP. OPERAT	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
57041 PAVEMENT CRACK SEAL	.00	.00	.00	.00	0
57043 TRAFFIC PAINTING	.00	.00	.00	.00	0
57049 DRAINAGE IMPROVEMENT	.00	.00	.00	.00	0

TOTAL GAS TAX 109,200.00 12,855.09 102,194.70 7,005.30 93

TOTAL EXPENDITURES 109,200.00 12,855.09 102,194.70 7,005.30 93

NET REV & EXPENDITURE 5,950.00- 12,855.09- 45,270.42- 39,320.42 760

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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

003 GAS TAX

PERIOD ENDING 2/28/13

FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT YEAR PERIOD TO DATE	OVER - UNDER BUDGET	% TO DATE
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

004 WATER FUND  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** ACTUAL ***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39010 ESCSD/POLETA PROJECT	.00	.00	.00	.00	0
39012 WATER SERVICE COLLEC	1,166,000.00	64,610.76	871,964.61	294,035.39	74
39013 PENALTIES-WATER SERV	5,000.00	155.36	1,532.88	3,467.12	30
39014 REIMB SMALL CLAIMS	.00	.00	.00	.00	0
39015 INTEREST ON BANK DEP	6,000.00	.00	1,236.02	4,763.98	20
39016 WATER PERMITS	.00	.00	.00	.00	0
39017 WATER MISCELLANEOUS	5,000.00	160.00	1,846.45	3,153.55	36
39018 REIMB FRM FED/ST GRA	.00	.00	.00	.00	0
39019 WATER ASSESSMENT FEE	.00	.00	.00	.00	0
39026 REIMB FRM CAL TRANS	.00	.00	.00	.00	0
TOTAL REVENUES	<u>1,182,000.00</u>	<u>64,926.12</u>	<u>876,579.96</u>	<u>305,420.04</u>	<u>74</u>
<b>EXPENDITURES</b>					
<b>050 WATER</b>					
51001 SALARIES-FULL TIME	272,000.00	23,079.90	183,757.57	88,242.43	67
51002 SALARIES/PART-TIME	5,200.00	450.00	3,419.17	1,780.83	65
51004 OVERTIME WAGES	3,000.00	.00	.00	3,000.00	0
51007 HEALTH INSURANCE	60,000.00	4,968.65	36,824.83	23,175.17	61
51008 DENTAL INSURANCE	5,200.00	493.88	3,971.58	1,228.42	76
51009 PERS EMPLOYEE/EMPLOY	76,000.00	6,571.51	52,243.23	23,756.77	68
51010 WORKERS COMPENSATION	31,000.00	2,540.00	22,798.67	8,201.33	73
51011 MEDICARE TAX	4,200.00	336.74	2,695.54	1,504.46	64
51013 PW-PART TIME SALARIE	.00	.00	.00	.00	0
51016 VEHICLE COMPENSATION	.00	.00	.00	.00	0
51017 FICA	400.00	44.00	264.00	136.00	66
51018 DUTY TIME	4,500.00	236.25	2,565.00	1,935.00	57
51022 P.A.R.S SYSTEM	60,000.00	4,646.02	36,750.71	23,249.29	61
51024 EMPLOYER COMP MATCH	600.00	83.00	650.00	50.00-	108
51025 RETIREE HEALTH INSUR	34,000.00	.00	19,682.71	14,317.29	57
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	5,000.00	405.55	3,371.86	1,628.14	67
51046 OPEB/POST EMP BENEFI	22,000.00	2,756.50	20,559.74	1,440.26	93
52009 TRAINING	4,150.00	1,364.00	4,453.37	303.37-	107
52010 HEAT,LIGHT,POWER	47,000.00	.00	33,725.44	13,274.56	71
52011 ADVERTISING/PRINTING	500.00	28.40	64.15	435.85	12
52012 OFFICE SUPPLIES,POST	5,300.00	61.29	2,807.30	2,492.70	52
52013 COMMUNICATIONS	3,290.00	15.60	1,027.19	2,262.81	31
52014 MEETINGS, TRAVEL, CO	3,100.00	121.40	3,022.51	77.49	97
52015 PROFESSIONAL/TECH. S	33,105.00	185.55	10,355.00	22,750.00	31
52017 WASTE FEES	800.00	.00	304.90	495.10	38
52018 SPECIAL DEPT. SUPPLI	18,800.00	506.64	8,279.30	10,520.70	44
52019 MISC. DUES & SUBSCRI	1,304.00	.00	355.20	948.80	27
52020 WATER CONSERVATION P	2,000.00	.00	788.99	1,211.01	39
53020 VEHICLE OPERATION	9,000.00	790.83	8,742.21	257.79	97
53021 SPECIAL EQUIP. OPERA	.00	.00	.00	.00	0
53022 OFFICE EQUIP. OPERAT	2,760.00	100.91	1,169.37	1,590.63	42
54023 BUILDING OPERATION	.00	.00	.00	.00	0
55023 EXP-SMALL CLAIMS	1,000.00	.00	.00	1,000.00	0
55024 RENTALS-REFUNDS	1,500.00	.00	1,367.38	132.62	91

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

004 WATER FUND

PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
55027 TRANS TO FED/ST PROJ	.00	.00	.00	.00	0
55040 LITIGATION SERVICES	.00	.00	.00	.00	0
56025 DEPRECIATION	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	619,500.00	.00	19,872.73	599,627.27	3
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
56030 LOAN PAYMENT SET ASI	43,000.00	.00	21,095.78	21,904.22	49
56032 CAP EXP - COP PAYMEN	.00	.00	.00	.00	0
56500 INTEREST	.00	.00	.00	.00	0
<b>TOTAL WATER</b>	<u>1,379,209.00</u>	<u>49,786.62</u>	<u>506,985.43</u>	<u>872,223.57</u>	<u>36</u>
<b>TOTAL EXPENDITURES</b>	<u>1,379,209.00</u>	<u>49,786.62</u>	<u>506,985.43</u>	<u>872,223.57</u>	<u>36</u>
<b>NET REV &amp; EXPENDITURE</b>	<u>197,209.00-</u>	<u>15,139.50</u>	<u>369,594.53</u>	<u>566,803.53-</u>	<u>187-</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

007 LOCAL TRANSPORTATION  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39510 FROM LOCAL AGENCY	.00	.00	.00	.00	0
39512 P/Y TDA ALLOCATIONS	.00	.00	.00	.00	0
39515 MISCELLANEOUS	.00	.00	.00	.00	0
39516 REIMB FR FED/STATE G	.00	.00	.00	.00	0
39520 INTEREST ON BANK DEP	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	.00	.00	0
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

008 BOND AND TRUST FUND  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	***** ACTUAL YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39610 AUD. RENTAL REFUND	.00	.00	.00	.00	0
39620 FOUND MONEY	.00	.00	36.30	36.30-	0
39640 BID BONDS	.00	.00	.00	.00	0
39660 OVER AND SHORTAGES	.00	.00	.00	.00	0
39664 INTEREST ON DEPOSITS	.00	.00	.00	.00	0
39665 COLLECTION FEES	.00	.00	.00	.00	0
39670 CHECK RESTITUTION	.00	.00	.00	.00	0
39671 CANINE DONATION	.00	.00	.00	.00	0
39673 REFUNDS	.00	.00	.00	.00	0
39678 K MART PROJECT	.00	.00	.00	.00	0
39679 TUMBLEWEED/PERFMNCE	.00	.00	.00	.00	0
39680 BSHP PAUITE DEV CORP	.00	.00	.00	.00	0
39681 IMPERIAL CHINA/PERF	.00	.00	.00	.00	0
39689 CANDIDATE STATEMENT	.00	.00	.00	.00	0
39691 COBRA - INSURANCE	.00	.00	.00	.00	0
39692 DEPOSITS - MISC.	.00	.00	6,195.00	6,195.00-	0
39694 H.C LUMBER ACCRUED I	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>6,231.30</u>	<u>6,231.30-</u>	<u>0</u>
<b>EXPENDITURES</b>					
039 BOND AND TRUST					
57056 OVERAGE & SHORTAGE	.00	.00	.00	.00	0
57058 BID BONDS DEPOSITS	.00	.00	6,195.00	6,195.00-	0
57059 FOUND MONEY	.00	.00	35.00	35.00-	0
57076 K MART&CAL TRNS &WY	.00	.00	.00	.00	0
57077 DEMOLITION DEPOSITS	.00	.00	.00	.00	0
57079 ERICK SCHAT REFUND	.00	.00	.00	.00	0
57081 INTEREST ON DEPOSITS	.00	.00	.00	.00	0
57086 IMPERIAL CHINA/PERF	.00	.00	.00	.00	0
TOTAL BOND AND TRUST	<u>.00</u>	<u>.00</u>	<u>6,230.00</u>	<u>6,230.00-</u>	<u>0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>6,230.00</u>	<u>6,230.00-</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	1.30	1.30-	0
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

009 TRAFFIC SAFETY  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39710 FINES & FOREFEITURES	2,000.00	.00	406.17	1,593.83	20
39715 PARKING CITATIONS	.00	.00	.00	.00	0
39718 REIMB FROM BSHP SCHL	.00	.00	8,250.00	8,250.00-	0
39720 OTS GRANT	.00	.00	.00	.00	0
TOTAL REVENUES	<u>2,000.00</u>	<u>.00</u>	<u>8,656.17</u>	<u>6,656.17-</u>	<u>432</u>
<b>EXPENDITURES</b>					
090 TRAFFIC SAFETY					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
51002 SALARIES/PART-TIME	9,750.00	1,147.50	7,767.50	1,982.50	79
51004 OVERTIME WAGES	.00	.00	.00	.00	0
51007 HEALTH INSURANCE	.00	.00	.00	.00	0
51008 DENTAL INSURANCE	.00	.00	.00	.00	0
51010 WORKERS COMPENSATION	1,300.00	170.29	1,152.73	147.27	88
51011 MEDICARE TAX	150.00	16.64	112.64	37.36	75
51015 SHIFT DIFFERENTIAL P	.00	.00	.00	.00	0
51017 FICA	200.00	14.93	99.87	100.13	49
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	.00	.00	.00	.00	0
52009 TRAINING	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
52022 PD SPECIAL SUPPLIES	.00	.00	.00	.00	0
53020 VEHICLE OPERATION	.00	.00	.00	.00	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
TOTAL TRAFFIC SAFETY	<u>11,400.00</u>	<u>1,349.36</u>	<u>9,132.74</u>	<u>2,267.26</u>	<u>80</u>
TOTAL EXPENDITURES	<u>11,400.00</u>	<u>1,349.36</u>	<u>9,132.74</u>	<u>2,267.26</u>	<u>80</u>
NET REV & EXPENDITURE	<u>9,400.00-</u>	<u>1,349.36-</u>	<u>476.57-</u>	<u>8,923.43-</u>	<u>5</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

010 TUT MEASURE A  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	***** ACTUAL YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39722 TUT MEASURE A	530,000.00	.00	249,688.49	280,311.51	47
39723 REIMB FRM RURAL DIST	83,000.00	.00	60,781.35	22,218.65	73
39730 MISC	.00	.00	148.53	148.53-	0
TOTAL REVENUES	<u>613,000.00</u>	<u>.00</u>	<u>310,618.37</u>	<u>302,381.63</u>	<u>50</u>
<b>EXPENDITURES</b>					
51001 SALARIES-FULL TIME	258,349.00	18,711.00	148,393.00	109,956.00	57
51002 SALARIES/PART-TIME	139,000.00	6,420.75	102,183.90	36,816.10	73
51007 HEALTH INSURANCE	38,288.00	2,905.84	21,519.76	16,768.24	56
51008 DENTAL INSURANCE	3,200.00	268.52	1,814.12	1,385.88	56
51009 PERS EMPLOYEE/EMPLOY	112,254.00	7,740.82	61,865.81	50,388.19	55
51010 WORKERS COMPENSATION	28,154.00	2,224.51	25,502.25	2,651.75	90
51011 MEDICARE TAX	4,483.00	357.16	3,602.77	880.23	80
51017 FICA	2,500.00	181.91	1,928.86	571.14	77
51022 P.A.R.S SYSTEM	.00	.00	.00	.00	0
51024 EMPLOYER COMP MATCH	4,400.00	185.00	2,775.00	1,625.00	63
51042 UNEMPLOYMENT INS.	6,000.00	.00	2,523.00	3,477.00	42
51043 DISABILITY INSURANCE	4,453.00	271.60	1,901.20	2,551.80	42
51046 OPEB/POST EMP BENEFI	21,001.00	2,223.12	16,673.40	4,327.60	79
52009 TRAINING	2,500.00	1,139.87	1,154.87	1,345.13	46
52010 HEAT,LIGHT,POWER	42,000.00	1,766.62	18,419.08	23,580.92	43
52011 ADVERTISING/PRINTING	850.00	.00	588.10	261.90	69
52012 OFFICE SUPPLIES,POST	1,000.00	13.96	167.04	832.96	16
52013 COMMUNICATIONS	6,000.00	80.59	3,623.25	2,376.75	60
52014 MEETINGS, TRAVEL, CO	300.00	.00	.00	300.00	0
52015 PROFESSIONAL/TECH. S	8,000.00	233.05	6,247.10	1,752.90	78
52017 WASTE FEES	8,500.00	17.00	4,407.51	4,092.49	51
52018 SPECIAL DEPT. SUPPLI	50,500.00	294.47	28,419.57	22,080.43	56
52019 MISC. DUES & SUBSCRI	1,000.00	.00	660.00	340.00	66
53020 VEHICLE OPERATION	7,000.00	150.20	3,794.64	3,205.36	54
53021 SPECIAL EQUIP. OPERA	1,000.00	.00	118.46	881.54	11
53022 OFFICE EQUIP. OPERAT	.00	.00	.00	.00	0
54023 BUILDING OPERATION	500.00	.00	140.67	359.33	28
55024 RENTALS-REFUNDS	38,700.00	.00	35,680.54	3,019.46	92
56027 CAPITAL IMPROVEMENT	3,758.00	.00	3,757.50	.50	99
56028 CAPITAL EQUIPMENT	29,000.00	.00	.00	29,000.00	0
56032 CAP EXP - COP PAYMEN	.00	.00	.00	.00	0
TOTAL	<u>822,690.00</u>	<u>45,185.99</u>	<u>497,861.40</u>	<u>324,828.60</u>	<u>60</u>
TOTAL EXPENDITURES	<u>822,690.00</u>	<u>45,185.99</u>	<u>497,861.40</u>	<u>324,828.60</u>	<u>60</u>
NET REV & EXPENDITURE	<u>209,690.00-</u>	<u>45,185.99-</u>	<u>187,243.03-</u>	<u>22,446.97-</u>	<u>89</u>
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## STATEMENT OF BUDGETED REVENUES &amp; EXPENDITURES COMPARED TO ACTUAL

012 SUNRISE MHP

PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	***** ACTUAL YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39725 INT ON BANK DEP	2,000.00	.00	95.08	1,904.92	4
39730 MISC	.00	.00	.00	.00	0
39732 INSURANCE REFUND	.00	.00	.00	.00	0
39735 UTILITY CLEARING ACC	23,000.00	2,040.00	14,189.90	8,810.10	61
39740 OPERATING SUBSIDY	.00	.00	.00	.00	0
39750 RENTS-ASSISTED UNITS	56,564.00	3,236.00	28,361.00	28,203.00	50
39760 RENTS-UNASSISTED UNI	17,610.00	3,335.00	15,755.90	1,854.10	89
39811 MISC	.00	.00	14.99	14.99-	0
095 SUNRISE MHP					
39735 UTILITY CLEARING ACC	.00	.00	.00	.00	0
<b>TOTAL REVENUES</b>	<b>99,174.00</b>	<b>8,611.00</b>	<b>58,416.87</b>	<b>40,757.13</b>	<b>58</b>
<b>EXPENDITURES</b>					
095 SUNRISE MHP					
51001 SALARIES-FULL TIME	31,500.00	1,321.22	10,496.35	21,003.65	33
51002 SALARIES/PART-TIME	20,100.00	.00	3,561.00	16,539.00	17
51007 HEALTH INSURANCE	.00	244.16	1,821.20	1,821.20-	0
51008 DENTAL INSURANCE	.00	21.48	152.46	152.46-	0
51009 PERS EMPLOYEE/EMPLOY	.00	361.58	2,872.57	2,872.57-	0
51010 WORKERS COMPENSATION	.00	104.32	1,859.98	1,859.98-	0
51011 MEDICARE TAX	.00	18.78	224.52	224.52-	0
51017 FICA	200.00	.00	66.99	133.01	33
51020 FRINGE BENEFITS	1,000.00	.00	540.00	460.00	54
51021 UTILITIES-MANAGER	3,500.00	29.85	759.45	2,740.55	21
51022 P.A.R.S SYSTEM	.00	280.10	2,225.26	2,225.26-	0
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	.00	17.98	129.05	129.05-	0
51046 OPEB/POST EMP BENEFI	.00	153.62	1,151.77	1,151.77-	0
52010 HEAT,LIGHT,POWER	40,400.00	1,194.21	34,974.43	5,425.57	86
52015 PROFESSIONAL/TECH. S	2,000.00	25.89	2,651.70	651.70-	132
52016 INSURANCE	5,000.00	.00	.00	5,000.00	0
52024 PROPERTY TAXES	600.00	.00	541.92	58.08	90
52025 PAINTING & DECORATIN	1,000.00	4.84	1,261.07	261.07-	126
52026 SUPPLIES	1,000.00	13.46	402.88	597.12	40
52027 MAINT-SERVICE CONTRA	6,000.00	.00	5,875.57	124.43	97
52028 EXCESS PROGRAM PAYME	16,437.00	.00	16,437.00	.00	100
52030 MISC. ADM/EMP COMP P	2,000.00	.90	1,036.01	963.99	51
52031 RENTING EXPENSE	150.00	.00	.00	150.00	0
52032 ANNUAL DEBT SERVICE	4,197.00	.00	.00	4,197.00	0
52040 DISPOSAL OF ASSETS	.00	.00	.00	.00	0
55024 RENTALS-REFUNDS	.00	.00	.00	.00	0
56025 DEPRECIATION	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	5,000.00	.00	.00	5,000.00	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56040 REPLACEMENT RESERVE	20,000.00	.00	1,849.06	18,150.94	9
<b>TOTAL SUNRISE MHP</b>	<b>160,084.00</b>	<b>3,792.39</b>	<b>90,890.24</b>	<b>69,193.76</b>	<b>56</b>
<b>TOTAL EXPENDITURES</b>	<b>160,084.00</b>	<b>3,792.39</b>	<b>90,890.24</b>	<b>69,193.76</b>	<b>56</b>

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

012 SUNRISE MHP  
PERIOD ENDING 2/28/13

	FINAL	***** ACTUAL *****		OVER -	%
	AMENDED	CURRENT	YEAR	UNDER	TO
	BUDGET	PERIOD	TO DATE	BUDGET	DATE
NET REV & EXPENDITURE	60,910.00-	4,818.61	32,473.37-	28,436.63-	53
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

014 REDEVELOPMENT FUND  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL ***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39810 TRF FM FUNDS	.00	.00	.00	.00	0
39811 MISC	.00	.00	.00	.00	0
39999 REVENUE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
<b>EXPENDITURES</b>					
<b>029 REDEVELOPMENT AGENCY</b>					
51002 SALARIES/PART-TIME	.00	.00	.00	.00	0
51007 HEALTH INSURANCE	.00	.00	.00	.00	0
51008 DENTAL INSURANCE	.00	.00	.00	.00	0
51010 WORKERS COMPENSATION	.00	.00	.00	.00	0
51011 MEDICARE TAX	.00	.00	.00	.00	0
51017 FICA	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	.00	.00	.00	.00	0
52009 TRAINING	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES, POST	.00	.00	.00	.00	0
52013 COMMUNICATIONS	.00	.00	.00	.00	0
52014 MEETINGS, TRAVEL, CO	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
TOTAL REDEVELOPMENT AGENCY	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

015 WATER IMPROVEMENT  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39999 REVENUE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	.00	.00	0
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

021 CANINE DONATION  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39920 CANINE DONATIONS	.00	17.00	17.00	17.00-	0
39999 REVENUE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>17.00</u>	<u>17.00</u>	<u>17.00-</u>	<u>0</u>
<b>EXPENDITURES</b>					
52009 TRAINING	3,000.00	.00	.00	3,000.00	0
52015 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	5,000.00	.00	1,108.47	3,891.53	22
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
TOTAL	<u>8,000.00</u>	<u>.00</u>	<u>1,108.47</u>	<u>6,891.53</u>	<u>13</u>
TOTAL EXPENDITURES	<u>8,000.00</u>	<u>.00</u>	<u>1,108.47</u>	<u>6,891.53</u>	<u>13</u>
NET REV & EXPENDITURE	8,000.00-	17.00	1,091.47-	6,908.53-	13
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

028 WYE ROAD PROJECT  
PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39931 WYE ROAD PROJECT	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	.00	.00	0
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

033 COPS  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39967 COPS/AB 1913	.00	.00	95.08	95.08-	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>95.08</u>	<u>95.08-</u>	<u>0</u>
<b>EXPENDITURES</b>					
033 COPS					
51001 SALARIES-FULL TIME	61,000.00	4,518.00	35,154.77	25,845.23	57
51002 SALARIES/PART-TIME	38,500.00	4,663.55	29,413.56	9,086.44	76
51003 RESERVES-PART/TIME	16,900.00	803.31	13,185.06	3,714.94	78
51004 OVERTIME WAGES	.00	262.48	525.22	525.22-	0
51007 HEALTH INSURANCE	.00	.08-	1,452.84	1,452.84-	0
51008 DENTAL INSURANCE	.00	.74-	133.52	133.52-	0
51009 PERS EMPLOYEE/EMPLOY	.00	1.42	1,275.84	1,275.84-	0
51010 WORKERS COMPENSATION	3,000.00	214.59	2,023.55	976.45	67
51011 MEDICARE TAX	1,000.00	157.80	934.63	65.37	93
51015 SHIFT DIFFERENTIAL P	.00	10.60-	652.36	652.36-	0
51017 FICA	1,000.00	60.63	382.38	617.62	38
51022 P.A.R.S SYSTEM	.00	.28-	1,072.44	1,072.44-	0
51024 EMPLOYER COMP MATCH	.00	.00	99.00	99.00-	0
51043 DISABILITY INSURANCE	.00	.19-	94.62	94.62-	0
51046 OPEB/POST EMP BENEFI	.00	.80-	606.40	606.40-	0
52009 TRAINING	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. 5	.00	1,283.00-	.49-	.49	0
52018 SPECIAL DEPT. SUPPLI	25,000.00	58.50	14,478.65	10,521.35	57
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
<b>TOTAL COPS</b>	<u>146,400.00</u>	<u>9,444.59</u>	<u>101,484.35</u>	<u>44,915.65</u>	<u>69</u>
<b>TOTAL EXPENDITURES</b>	<u>146,400.00</u>	<u>9,444.59</u>	<u>101,484.35</u>	<u>44,915.65</u>	<u>69</u>
<b>NET REV &amp; EXPENDITURE</b>	<u>146,400.00-</u>	<u>9,444.59-</u>	<u>101,389.27-</u>	<u>45,010.73-</u>	<u>69</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

035 MAC IVER ST EXT/STIP&TE  
PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39935 MAC IVER STREET	.00	.00	.00	.00	0
39999 REVENUE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	.00	.00	0
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

036 WYE RD INTERSECTION IMPR  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39938 REIMB FROM CAL TRANS	.00	.00	.00	.00	0
39939 MISC	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
<b>EXPENDITURES</b>					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. S	75,000.00	4,583.75	5,632.25	69,367.75	7
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	600,000.00	.00	1,000.00	599,000.00	0
TOTAL	<u>675,000.00</u>	<u>4,583.75</u>	<u>6,632.25</u>	<u>668,367.75</u>	<u>0</u>
TOTAL EXPENDITURES	<u>675,000.00</u>	<u>4,583.75</u>	<u>6,632.25</u>	<u>668,367.75</u>	<u>0</u>
NET REV & EXPENDITURE	<u>675,000.00-</u>	<u>4,583.75-</u>	<u>6,632.25-</u>	<u>668,367.75-</u>	<u>0</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

037 HOME FUNDS/WILLOW ST  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL ***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39943 CDBG/WILLOW ST	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
EXPENDITURES					
52015 PROFESSIONAL/TECH. S	.00	.00	350.00	350.00-	0
TOTAL	<u>.00</u>	<u>.00</u>	<u>350.00</u>	<u>350.00-</u>	<u>0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>350.00</u>	<u>350.00-</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	350.00-	350.00	0
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

039 GIS/GRANTS  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	***** ACTUAL YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39944 CDBG IMACA HOUSING	.00	.00	.00	.00	0
39945 GIS TECH GRANT #1	35,000.00	.00	21,875.00	13,125.00	62
39947 STIP/ROAD PROJECT A	.00	.00	.00	.00	0
39954 GIS GRANT/#2 EDBG259	.00	.00	.00	.00	0
39999 REVENUE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>35,000.00</u>	<u>.00</u>	<u>21,875.00</u>	<u>13,125.00</u>	<u>62</u>
<b>EXPENDITURES</b>					
52012 OFFICE SUPPLIES,POST	100.00	1.10	2.24	97.76	2
55026 CONTRACT SERVICES	34,900.00	2,187.50	13,125.00	21,775.00	37
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
57046 ENVIRONMENTAL	.00	.00	.00	.00	0
57093 EDBG2599/CONTRACT SV	.00	.00	.00	.00	0
TOTAL	<u>35,000.00</u>	<u>2,188.60</u>	<u>13,127.24</u>	<u>21,872.76</u>	<u>37</u>
TOTAL EXPENDITURES	<u>35,000.00</u>	<u>2,188.60</u>	<u>13,127.24</u>	<u>21,872.76</u>	<u>37</u>
NET REV & EXPENDITURE	.00	2,188.60-	8,747.76	8,747.76-	0
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

042 FED GRANT/B065P/CA0082  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39946 FED GRANT/B065P CA 0	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
<b>EXPENDITURES</b>					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
55059 FED GRANT/B065P CA 0	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

043 ROAD PROJECT A  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL YEAR TO DATE	***** OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39947 STIP/ROAD PROJECT A	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
<b>EXPENDITURES</b>					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	.00	.00	.00	.00	0
52014 MEETINGS, TRAVEL, CO	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

046 SNEDEN IMPROVEMENTS  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL YEAR TO DATE	***** OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39948 STIP/SNEDEN	75,000.00	.00	32,832.61	42,167.39	43
39999 REVENUE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>75,000.00</u>	<u>.00</u>	<u>32,832.61</u>	<u>42,167.39</u>	<u>43</u>
<b>EXPENDITURES</b>					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	120.00	116.55	116.55	3.45	97
52014 MEETINGS, TRAVEL, CO	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	74,880.00	472.71	38,066.28	36,813.72	50
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL	<u>75,000.00</u>	<u>589.26</u>	<u>38,182.83</u>	<u>36,817.17</u>	<u>50</u>
TOTAL EXPENDITURES	<u>75,000.00</u>	<u>589.26</u>	<u>38,182.83</u>	<u>36,817.17</u>	<u>50</u>
NET REV & EXPENDITURE	.00	589.26-	5,350.22-	5,350.22	0
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

047 SOUTH SECOND IMPROV  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL ***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39949 STIP/S SECOND ST	.00	.00	.00	.00	0
39999 REVENUE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	.00	.00	0
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

048 WARREN IMPROVEMENTS  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL YEAR TO DATE	***** OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39947 STIP/ROAD PROJECT A	.00	.00	.00	.00	0
39950 STIP/N. WARREN	200,700.00	.00	23,679.25	177,020.75	11
TOTAL REVENUES	<u>200,700.00</u>	<u>.00</u>	<u>23,679.25</u>	<u>177,020.75</u>	<u>11</u>
<b>EXPENDITURES</b>					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	200.00	.00	48.95	151.05	24
52012 OFFICE SUPPLIES,POST	500.00	84.15	201.45	298.55	40
52015 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	144,000.00	8,433.75	32,405.29	111,594.71	22
56026 MANGINI GRANT 98/99	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL	<u>144,700.00</u>	<u>8,517.90</u>	<u>32,655.69</u>	<u>112,044.31</u>	<u>22</u>
TOTAL EXPENDITURES	<u>144,700.00</u>	<u>8,517.90</u>	<u>32,655.69</u>	<u>112,044.31</u>	<u>22</u>
NET REV & EXPENDITURE	<u>56,000.00</u>	<u>8,517.90-</u>	<u>8,976.44-</u>	<u>64,976.44</u>	<u>16-</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

049 W. PINE IMPROVEMENTS  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39951 STIP/W. PINE ST	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
<b>EXPENDITURES</b>					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	.00	.00	.00	.00	0
52014 MEETINGS, TRAVEL, CO	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

050 BUS PULLOUTS  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL YEAR TO DATE	***** OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39952 STIP/BUS PULL OUTS	.00	.00	.00	.00	0
39999 REVENUE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
<b>EXPENDITURES</b>					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	.00	.00	.00	.00	0
52014 MEETINGS, TRAVEL, CO	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

052 GROVE ST SIDEWALKS  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39953 GROVE ST SDWLKS/SRTS	.00	.00	.00	.00	0
39999 REVENUE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
<b>EXPENDITURES</b>					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

053 ENVIR CONSTRAINTS  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39954 GIS GRANT/#2 EDBG259	.00	.00	.00	.00	0
39958 ENVIR CONSTNTS/PTAG	.00	.00	.00	.00	0
39999 REVENUE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

054 E. LINE ST BRIDGE  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL YEAR TO DATE	***** OVER - UNDER BUDGET	% TO DATE
REVENUES					
39955 STIP/E. LINE ST BRID	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	.00	.00	0
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

055 JAY ST EXTENSION  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39956 STIP/JAY ST EXT	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

056 WYE RD EXTENSION  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL YEAR TO DATE	***** OVER - UNDER BUDGET	% TO DATE
REVENUES					
39957 STIP/WYE RD EXT	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	.00	.00	0
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

057 SEIBU TO SCHL BIKE PATH  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39961 SEIBU TO SCHL BIKE P	50,400.00	.00	.00	50,400.00	0
TOTAL REVENUES	<u>50,400.00</u>	<u>.00</u>	<u>.00</u>	<u>50,400.00</u>	<u>0</u>
<b>EXPENDITURES</b>					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	100.00	.00	48.95	51.05	48
52012 OFFICE SUPPLIES,POST	100.00	16.20	24.30	75.70	24
55026 CONTRACT SERVICES	50,000.00	4,266.00	19,584.83	30,415.17	39
TOTAL	<u>50,200.00</u>	<u>4,282.20</u>	<u>19,658.08</u>	<u>30,541.92</u>	<u>39</u>
TOTAL EXPENDITURES	<u>50,200.00</u>	<u>4,282.20</u>	<u>19,658.08</u>	<u>30,541.92</u>	<u>39</u>
NET REV & EXPENDITURE	200.00	4,282.20-	19,658.08-	19,858.08	829-
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

058 PINE TO PARK/STIP  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL YEAR TO DATE	***** OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39960 PINE TO PARK STIP	245,200.00	.00	50,936.11	194,263.89	20
39999 REVENUE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>245,200.00</u>	<u>.00</u>	<u>50,936.11</u>	<u>194,263.89</u>	<u>20</u>
<b>EXPENDITURES</b>					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	100.00	.00	.00	100.00	0
52012 OFFICE SUPPLIES,POST	100.00	.00	.67	99.33	0
55026 CONTRACT SERVICES	70,000.00	.00	1,250.00	68,750.00	1
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL	<u>70,200.00</u>	<u>.00</u>	<u>1,250.67</u>	<u>68,949.33</u>	<u>1</u>
TOTAL EXPENDITURES	<u>70,200.00</u>	<u>.00</u>	<u>1,250.67</u>	<u>68,949.33</u>	<u>1</u>
NET REV & EXPENDITURE	175,000.00	.00	49,685.44	125,314.56	28
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

059 HANBY PAVEMENT PROJECT  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	***** ACTUAL YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39959 HANBY PAVEMENT PROJE	.00	.00	.00	.00	0
39999 REVENUE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
<b>EXPENDITURES</b>					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

070 HOME OWNER ASSIST PRGM  
 PERIOD ENDING 2/28/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39980 HCD/HOME OWNER PROG	.00	.00	57,311.00	57,311.00-	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>57,311.00</u>	<u>57,311.00-</u>	<u>0</u>
EXPENDITURES					
52015 PROFESSIONAL/TECH. S	104,962.00	.00	57,311.00	47,651.00	54
TOTAL	<u>104,962.00</u>	<u>.00</u>	<u>57,311.00</u>	<u>47,651.00</u>	<u>54</u>
TOTAL EXPENDITURES	<u>104,962.00</u>	<u>.00</u>	<u>57,311.00</u>	<u>47,651.00</u>	<u>54</u>
NET REV & EXPENDITURE	104,962.00-	.00	.00	104,962.00-	0
	=====	=====	=====	=====	=====



# CITY OF BISHOP

## WATER AND SEWER COMMISSION

### AGENDA

City Council Chambers – 301 West Line Street  
Bishop, California 93514

**Date:** 12 March 2013  
7:00 P.M.

#### **Notice to the Public:**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk (760) 873-5863. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II).

Any writing that is a public record that relates to an agenda item for open session distributed less than 72 hours prior to the meeting will be available for public inspection at City Hall, 377 West Line Street, Bishop, California, during normal business hours.

#### **1. Call to Order**

#### **2. Pledge of Allegiance**

#### **3. Roll Call**

#### **4. Public Comment:**

This time is set aside to receive public comment on matters not calendared on the agenda.

#### **5. Correspondence:**

Response letter to Jan Clover from Dave Grah

#### **6. Approval of Minutes:**

Minutes of the Water and Sewer Commission meetings held on 08 January 2013 subject for approval.

#### **7. Reorganization – Election of officers**

#### **8. Rate Study**

#### **9. Meter Readings**

#### **10. Cash balance and revenue and expenditures update**

#### **11. Public Works reports January and February**

#### **12. Staff and Commission Reports**

#### **13. Adjournment:**

The next regularly scheduled meeting will be 14 May 2013 at 7:00 P.M. in the City Council Chambers, 301 West Line Street, Bishop.

1 (k)

**City of Bishop**  
**PLANNING COMMISSION MEETING AGENDA**  
**City Council Chambers – 301 West Line Street**  
**Bishop, California 93514**

**DATE:**  
March 26, 2013  
7:00 P.M.

**NOTICE TO THE PUBLIC**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk (760) 873-5863. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35. 102-35.104 ADA Title II).

Any writing that is a public record that relates to an agenda item for open session distributed less than 72 hours prior to the meeting will be available for public inspection at City Hall, 377 West Line Street, Bishop, California.

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PUBLIC COMMENT: NOTICE TO THE PUBLIC:** This time is set aside to receive public comment on matters not calendared on the agenda.

**CORRESPONDENCE:**

Copies of two letters from David Grah, City of Bishop Director of Public Works, to Thomas Hallenbeck, Caltrans District Director, and Don McGhie, Los Angeles DWP, regarding the Caltrans Maintenance Facility expansion on Spruce Street.

**APPROVAL OF MINUTES**

- (1) Minutes of the Planning Commission meeting held on February 26, 2013 subject for approval.

**PUBLIC HEARING**

- (2) Proposed Amendment of Zoning Ordinance – ES Emergency Shelter Combining District.

- (3) Request for a Conditional Use Permit to set aside the two way driveway requirement of 24 feet at 212 Sneden Street which is located in an R-2000-P district (Medium High Density Residential and/or Professional and Administrative Offices).

#### NEW BUSINESS

- (4) Proposed Amendment of Zoning Ordinance – ES Emergency Shelter Combining District.
- (5) Request for a Conditional Use Permit to set aside the two way driveway requirement of 24 feet at 212 Sneden Street which is located in an R-2000-P district (Medium High Density Residential and/or Professional and Administrative Offices).

#### STAFF AND COMMISSION REPORTS

ADJOURNMENT: The next regularly scheduled meeting of the Planning Commission will be April 30, 2013 at 7:00 P.M. in the Bishop City Council Chambers, 301 West Line Street, Bishop.

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AGENDA

CITY OF BISHOP  
PARKS AND RECREATION  
COMMISSION MEETING

Wednesday, March 27, 2013 at 5:15 p.m.  
City Council Chambers  
301 W. Line Street, Bishop, California

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF MINUTES

The Minutes of February 27, 2013, Parks and Recreation  
Commission Meeting

PUBLIC COMMENT

**NOTICE TO THE PUBLIC:** This time is set aside to receive  
public comment on matters not calendared on the agenda.

Any writing that is a public record that relates to an agenda item for open session distributed less than 72 hours prior to the meeting will be available for public inspection at City Hall, 377 West Line Street, Bishop, California, during normal business hours.

CORRESPONDENCE

Citizen concerns with Skate Park

OLD BUSINESS

1. Outdoor Gym Equipment

NEW BUSINESS

1. Topics for Retreat Agenda

STAFF REPORT

1. Programs Update  
2. Facilities Update

NEW BUSINESS  
ITEMS FROM THE  
COMMISSION

ADJOURNMENT

Meeting is scheduled to adjourn until Wednesday April 24, 2013  
at 5:15pm in the City Council Chambers.



# CITY OF BISHOP

377 West Line Street - Bishop, California 93514  
Post Office Box 1236 - Bishop, California 93515  
760-873-8458 publicworks@ca-bishop.us  
www.ca-bishop.us

## Minutes

### Water and Sewer Commission

08 January 2013

**(1) Call to Order**

Chairman Peci called the meeting to order at 7:01 P.M.

**(2) Pledge of Allegiance**

The Pledge of Allegiance was led by Chairman Peci.

**(3) Roll Call**

Commissioners Present:

Mathieu, Peci, Cross, and Bhakta

Commissioners Absent:

Martin

Others Present:

David Grah, Public Works Director  
Deston Dishion, Public Works Superintendent  
Michele Thomas, Public Works Secretary

**(4) Public Comment**

None

**(5) Correspondence**

The City received a letter from Janice L. Clover dated 6 December 2012 regarding the need for water meters in Bishop. She stated she thinks meters would cut down on the amount of water waste in the community and help identify leaks.

Grah stated that this was the 4th or 5th letter received as a request for meters. Grah added that the city's attorney's opinion is that the city cannot charge by meters. Grah will respond to Clover's letter.

**(6) Approval of the Minutes**

Vice Chairman Cross moved to approve the minutes of the 14 November 2012 meeting as written and motion carried.

**(7) Updated project list**

Grah went over the updated projects lists for water and sewer. The lists show projects the city is looking at constructing over the next several fiscal years. Around \$360,000.00 on water capital projects and around \$350,000 on sewer capital projects are spent each year.

**(8) Meter Readings**

Meter readings for all of 2012 were included in this month's packet. Meters are for informational purposes only.

**(9) Cash balances and revenue and expenditures update**

The sewer balance is down due to the Headworks project. The water balance is up in anticipation of upcoming waterline projects and the tank project.

**(10) Public Works reports September, October, November, and December**

Dishion went over highlights within the Public Works reports. The Headworks concrete work was completed recently. The grit structure is in place and the screen is scheduled to start being used 29 January. Equipment for the grit removal goes out to bid next week.

Pecsi asked about the graffiti removal done in September. Dishion explained that there were places within city limits that had minor graffiti and it was removed immediately. Pecsi also commented about new hunting signs at the plant. Dishion clarified that cardboard signs had been hung on the fence that don't last more than year. This time, the crew used old metal street signs by painting them white and writing "No Hunting" and "No Trespassing" and attaching them to wooden stakes. Lastly, Pecsi asked about the Eastern Sierra Adventure Trails project. Grah stated that the city and county are waiting to hear from CHP regarding safety, and Caltrans about approving or disapproving crossing of the highway and signage. Then the county and the city will make their own findings whether the routes are properly designed and constructed for combined use, along with all other environmental analysis.

Cross asked about the potential installation of solar panels at the Waste Water Treatment Plant. Grah explained that staff is still working on the idea. Dishion added that a firm contacted the city asking for us to be a test project. The firm would apply for grants from the state to pay for the project.

**(11) Staff and Commission reports**

Grah shared that we are still in preliminary design with the Trunk Replacement project. The location of the easement of the trunk line was in question and staff worked it out with DWP. The construction of the project could be as early as this summer although will be dictated on how much money is available. The Tank project is in design with plans and specifications coming together slowly anticipating constructing this spring or summer. There was talk about breweries moving into town with activity from two different breweries in the past week. One is Mountain Rambler looking to go into the Golden Gate Cycles building on South Main Street. And after several months, Mammoth Brewery again contacted the city asking about water and sewer service for a parcel south of town. The contract with Willdan is in place for the upcoming rate study. Work will be starting soon and the commission should be looking forward to a first draft of the study for consideration at the May meeting.

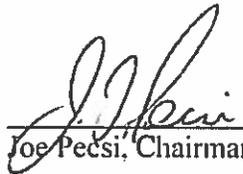
Dishion shared with the commission that the city appreciates Forrest Cross who brings the city's water samples up to Mammoth every week. His service's saves the department a lot of money and we are thankful for his time.

**Items to be Discussed at the Meeting of 12 March 2013:**

- Meter readings
- Public Works reports for January and February
- Cash balance and revenue and expenditures update on water and sewer reserves

**(15) Adjournment**

Chairman Pecsì adjourned the meeting at 7:33 P.M. The next regularly scheduled meeting will be Tuesday, 12 March 2013 at 7:00 P.M. in the City Council Chambers.

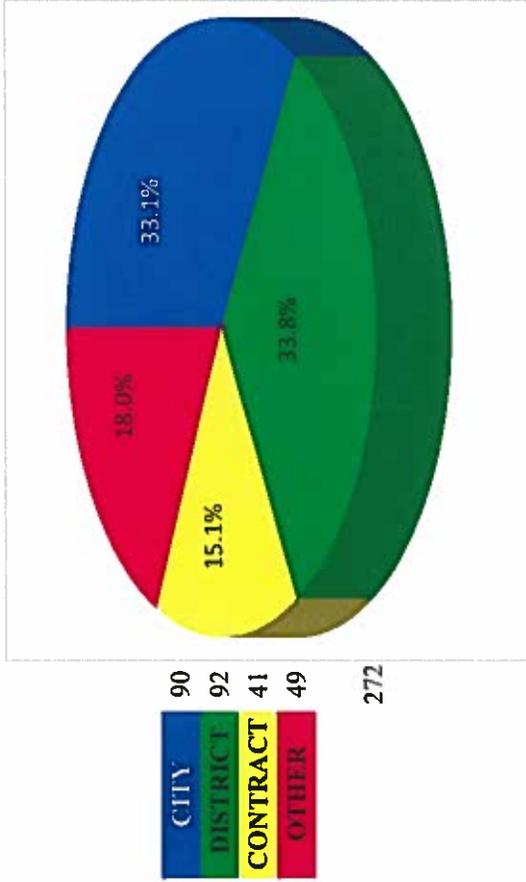
  
\_\_\_\_\_  
Joe Pecsì, Chairman

  
\_\_\_\_\_  
Michele Thomas, Secretary

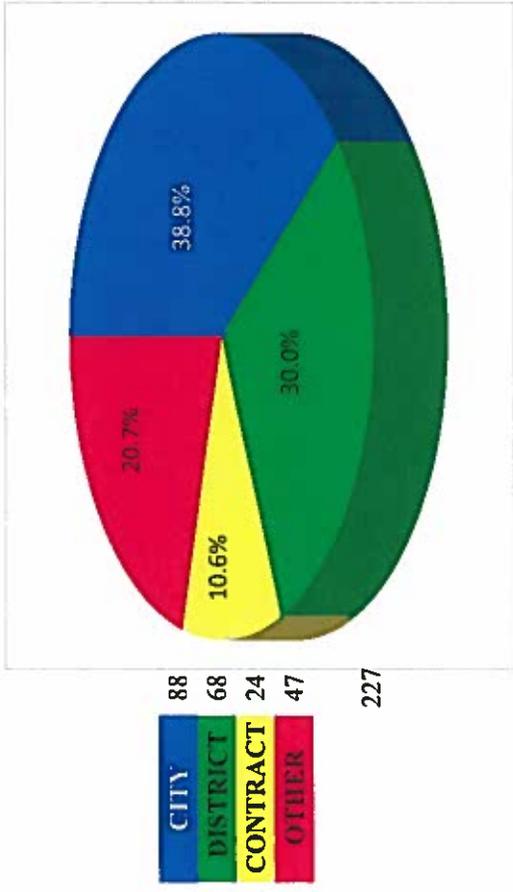
# BISHOP FIRE DEPARTMENT RESPONSES PER RESPONSE DISTRICT

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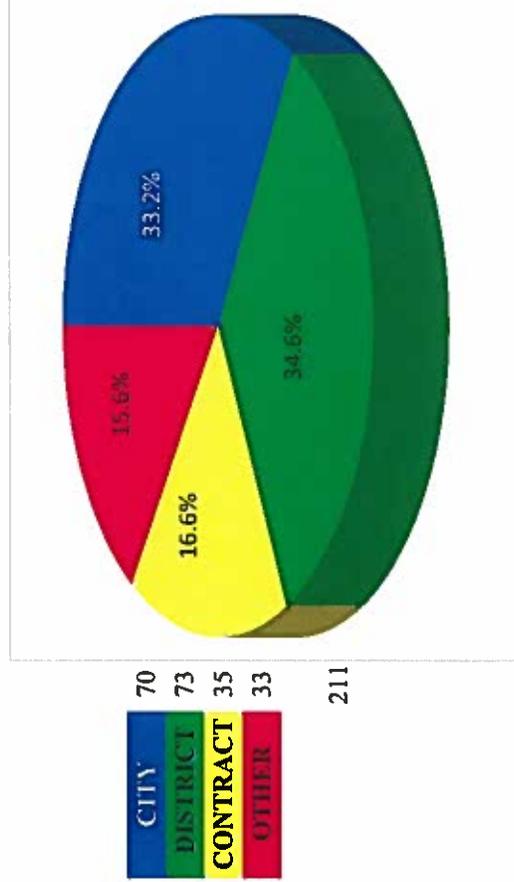
2010



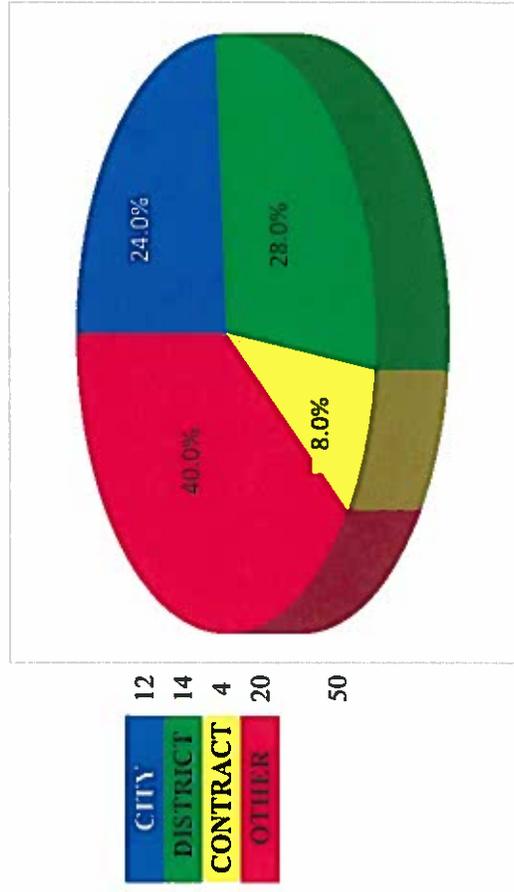
2012



2011



2013





# CITY OF BISHOP

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www.ca-bishop.us

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## Public Works Report

January 2013

### Water

1. Removed and replaced galvanized water service at 463 South Street. Replaced service with poly pipe and a new curb stop valve.
2. Potholed water mains in the intersection of South Third and Clarke Street for design specifics for the Clarke Street Water Main Replacement Project.
3. Located water service and installed valve box at 873 Chamberlain.
4. Repaired fill stem at the Fowler Street Materials Pit. Damage occurred due to freezing.
5. Stantec continues to work on SCADA. Added a time of use tab to Well 2 to better control what time the well runs to avoid using electricity during SCE peak hours
6. Continued work with Resource Concepts Incorporated (RCI) to design a solution to keep the 12 inch main full between Well 4 and the storage tank.
7. RCI surveyed and monumented the city's water rights parcel on the South Fork of Bishop Creek.
8. Performed grounds maintenance at Wells 2 and 4 as well as the tank site.
9. Took monthly readings of all water meters.
10. Took routine bacteria samples.
11. Held meeting of the Bishop Water and Sewer Commission.
12. Provided data to Willdan as they start work on the Water and Sewer Rate Study.
13. Worked to clarify ownership of in county records of city parcel north of Well 2.
14. Determined the standard City of Bishop water service detail is probably adequate for residential fire services required by current building codes.

### Sewer

1. Continued design efforts with RO Anderson for the trunk line replacement from the Bishop Creek Canal to the Waste Water Treatment Plant.

2. The Frost Company completed installation of the new Headworks screen. On January 29 the Lakeside service technician conducted startup of the screen and put it in to operation.
3. Cleared plugged sewer lateral that services the former Kmart property. Bill for city's time and equipment has been sent to property manager.
4. Repaired sewer lateral at 406 East Line Street and 363 Academy Avenue at owners request and billed accordingly.
5. Secured bids and purchased grating for the Waste Water Treatment Plant at the Headworks. The grating was purchased for \$2,677.32 and was installed by Public Works Staff.
6. Installed yard hydrants in various locations around the Headworks.
7. Cleaned plugged sewer under the 600 block of North Main Street. Large volumes of grease were found during cleaning.
8. Made minor adjustments and repairs to one of the two sludge pumps. Pump will be scheduled for rebuild in the near future.
9. Continued sampling of ponds and monitoring wells for dissolved oxygen, PH, ammonia and nitrates. This effort is to correspond with work the Eastern Sierra Community Service District is presently doing.
10. SCADA work continues. Brought the new Headworks screen into the system.
11. Put flow recorder back into operation.
12. Videoed more of the sewer main system.
13. Cleaned sludge drying beds.
14. Made routine inspections of grease interceptors.
15. Performed routine main line cleaning in trouble areas.
16. Release request for bids for the purchase of grit equipment for the Headworks project.

#### **Streets**

1. Cleaned trash and debris from alley that leads to Well 2.
2. Patched broken curb on Spruce Street.
3. Swept city streets and alleys.
4. Continued to work with NV5 to complete a set of street improvement plans for Sneed Street in anticipation of a second public meeting set for February 12, 2013.

5. Sent 260 letters to neighbors of the Sneden Street Improvements project inviting them to the Public Meeting 12 February.
6. Patched potholes in City streets that posed potential safety issues.
7. Held monthly meeting with the Warren Street Focus Group.
8. Held Look and Feel Workshop for Warren Street Improvements project.
9. Explored possibility of relocating or undergrounding utilities on Warren Street for the Warren Street Improvements project.
10. Opened bids and award contract for First Street Drainage project to V and C Construction.
11. Participated in Rural Counties Task Force teleconference.
12. Attended off highway vehicle group meeting in Bishop.
13. Identified potential alternative routes for the Adventure Trails combined use facilities in the city.
14. Attended FHWA webinar concerning right of way acquisition using federal funds.
15. Met with ROAnderson and Bishop Community Garden volunteers concerning final design of the Pine to Park Path.
16. Recorded a Public Service Announcement on the Sneden Street Improvements project.
17. Reviewed and commented on duct placement for Digital 395 on city streets.
18. Continued work to acquire right of way for the Wye Road Intersection Improvements project.
19. Cleaned up graffiti.

#### **Miscellaneous**

1. Assisted Park Crew with relocation of trees at City Hall.
2. Installed new starter in F700 dump truck..
3. Performed maintenance and serviced Public Works vehicles.
4. Provided weekly tail gate safety for the Public Works crew.
5. Hauled trash and debris from Fowler Pit to the Sunland Landfill.
6. Participated in Eastern Sierra Energy Foundation teleconference.
7. Met with Inyo Mono Advocates for Community Action concerning upcoming Community Development Block Grant (CDBG) cycle.

8. Continued work on Geographic Information System update funded by CDBG.



# CITY OF BISHOP

377 West Line Street - Bishop, California 93514  
Post Office Box 1236 - Bishop, California 93515  
760-873-8458 publicworks@ca-bishop.us  
www.ca-bishop.us

1 (p)

## Public Works Report

February 2013

### Water

1. Replaced failed curb stop valve at 317 South Warren Street.
2. Clarke Street Water Line Replacement Project went out to bid. Bids close March 14, 2013.
3. Held a Pre-Bid meeting for the Clarke Street Water Main Replacement Project.
4. Adjusted main line valve boxes to new grade at First and Clarke Streets.
5. Continued work with Resource Concepts Incorporated (RCI) to design a solution to keep the 12 inch main full between Well 4 and the storage tank.
6. Performed grounds maintenance at Wells 2 and 4 as well as the tank site.
7. Took monthly readings of all water meters.
8. Took routine bacteria samples.
9. Continued work with Willdan on Water and Sewer Rate Study.

### Sewer

1. Continued design efforts with RO Anderson for the trunk line replacement from the Bishop Creek Canal to the Waste Water Treatment Plant.
2. Since installation of the new Headworks screen we have been monitoring it and its water use and have made modifications accordingly.
3. Moved the plant flow recorder to the outfall of the clarifier. The move was necessary due to large fluctuations directly behind screen where the recorder previously resided.
4. Attempted to clean the abandoned trunk line east of the plant to aid in the construction of the new trunk line. Line is completely filled with grit. It was found that at this time we could not remove the grit.
5. Performed maintenance of new screen that is required at two weeks of use after first being put into operation.
6. Installed "piano wire" 6 inches above all hand rails to try to deter birds from landing on it and creating a mess. After the wire was installed the entire area is being steam cleaned.

7. Continued installing yard hydrants in various locations around the Headworks. The additional hydrants will allow for better cleaning of concreted areas and equipment.
8. Continued sampling of ponds and monitoring wells for dissolved oxygen, PH, ammonia and nitrates. This effort is to correspond with work the Eastern Sierra Community Service District is presently doing.
9. Videoed more of the sewer main system.
10. Cleaned sludge drying beds.
11. Made routine inspections of grease interceptors.
12. Performed routine main line cleaning in trouble areas.
13. Attended Eastern Sierra Community Services District (ESCSD) board meeting to discuss new monitoring wells and updating agreement between District and city.
14. Met with ESCSD representatives concerning agreement update and county development on Wye Road.
15. Processed license with City of Los Angeles Department of Water and Power (DWP) for monitoring wells on DWP property.

#### **Streets**

1. Extended yellow curb in front of Sterling Heights per City Council request.
2. Completed the First Street Drainage Project. Work was done by V&C Construction of Minden Nevada. The final cost was \$28,807. Replacement trees for the project should be here in late March.
3. Swept city streets and alleys.
4. Held a second public meeting on February 12, 2013 for the Sneden Street Improvements Project.
5. Patched potholes in City streets that posed potential safety issues.
6. Participated in Inyo Local Transportation Commission meeting.
7. Attended MAP21 teleconference.
8. Participated in Eastern California Transportation Planning Partnership teleconference.
9. Continued work on plans for Digital 395 installation within city limits.
10. Met with Caltrans concerning traffic control for parades in Bishop, particularly the Mule Days parade.

11. Participated in kickoff teleconference for Pavement Condition Survey update for Inyo County and the City of Bishop.
12. Met with library, county, and volunteer representatives concerning improvements planned to the courtyard at the Bishop Library.
13. Discussed proposed expansion of Caltrans Maintenance station on Spruce Street with Caltrans staff.
14. Continued work on Warren Street Improvements project including relocation of overhead utilities.
15. Continued work on acquiring right of way needed for Wye Road Intersection Improvements project.

**Miscellaneous**

1. Performed maintenance and serviced Public Works vehicles.
2. Provided weekly tail gate safety for the Public Works crew.
3. Hauled trash and debris from Fowler Pit to the Sunland Landfill.
4. Participated in Eastern Sierra Energy Foundation (ESEF) teleconference.
5. Began work on update of city website.
6. Worked on completing Geographic Information System (GIS) work for Community Development Block Grant (CDBG).
7. Worked with ESEF and Sandra Bauer on possible grant to fund creation of Energy Element of the Bishop General Plan.

**TO:** CITY COUNCIL

**SUBJECT:** CONSENT CALENDAR –  
LETTER FROM THE ADMINISTRATIVE OFFICE OF THE COURTS DATED  
MARCH 1, 2013

**DATE:** March 25, 2013

---

The attached letter from the Judicial Council of California - Administrative Office of the Courts (AOC) dated March 1, 2013 is being submitted for your information regarding Clark Wing, Bishop City Hall Building, 301 West Line Street, Bishop, California AOC Facility ID No. 14-C1, 0119L.



RECEIVED  
MAR 05 2013  
CITY OF BISHOP

**Judicial Council of California**  
ADMINISTRATIVE OFFICE OF THE COURTS  
JUDICIAL AND COURT ADMINISTRATIVE SERVICES DIVISION  
2255 North Ontario Street, Suite 200 • Burbank, California 91504-3120  
Telephone 818-558-3060 • Fax 818-558-3114 • TDD 415-865-4272

TANI G. CANTIL-SAKAUYE  
*Chief Justice of California*  
*Chair of the Judicial Council*

STEVEN JAHR  
*Administrative Director of the Courts*

CURT SODERLUND  
*Chief Administrative Officer*

March 1, 2013

Mr. Keith Caldwell  
City Administrator  
City of Bishop  
P.O. Box 1236  
377 West Line Street  
Bishop, CA 93515

Re: Clark Wing, Bishop City Hall Building, 301 West Line Street, Bishop, California  
AOC Facility ID No. 14-C1, 0119L

Dear Mr. Caldwell:

Effective October 1, 2008, the County of Inyo assigned its interest in the Lease Agreement dated July 11, 2008, by and between the City of Bishop, as Lessor, and the County of Inyo, as Lessee, for the use of 4,339 square feet of office space in the Clark Wing of the Bishop City Hall Building (the "Lease"), to the Judicial Council of California, Administrative Office of the Courts ("AOC"), as Assignee, and the AOC assumed all rights and obligations of the County of Inyo under the Lease. Subsequently, the AOC and the City of Bishop signed a Third Amendment to Lease granting the AOC four one-year Optional Extension Terms, which allow the AOC to extend the Lease in one-year increments up to and including June 30, 2016.

By this letter and pursuant to the Third Amendment to Lease, the AOC hereby exercises the second one-year Optional Extension Term, commencing July 1, 2013, and expiring June 30, 2014. The current rent of \$4,741.35 per month shall increase by 3% to \$4,883.59 during the second Optional Extension Term as provided for in the Third Amendment to Lease.

City of Bishop  
Mr. Keith Caldwell  
March 1, 2013  
Page 2

Thank you for your attention to this notice. We look forward to continuing our tenancy with you. Please contact me at 818-558-3116 if you have any questions or concerns.

Very truly yours,



Joanne Williamson  
Senior Real Estate Analyst

JW:ep

cc: Hon. Dean T. Stout, Presiding Judge, Superior Court of Inyo County  
Hon. Brian Lamb, Assistant Presiding Judge, Superior Court of Inyo County  
Ms. Tammy L. Grimm, Court Executive Officer, Superior Court of Inyo County  
Ms. Virginia Bird, Assistant Court Executive Officer, Superior Court of Inyo County  
Ms. Eunice Calvert-Banks, Manager, Real Estate, AOC Office of Real Estate and  
Facilities Management (OREFM) (via email)  
Mr. Edmund Peterson, Portfolio Administration Analyst, AOC OREFM (via email)  
Mr. Nick Turner, Regional Manager, Facilities Operations, AOC OREFM (via email)  
Mr. Steve Wagner, Supervising Facilities Management Administrator, AOC OREFM  
(via email)

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KC*

SUBJECT: PUBLIC HEARING -  
SUBMITTAL OF A STATE COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) APPLICATION

DATE: March 25, 2013

ATTACHMENTS: Public Hearing Notice

---

BACKGROUND/SUMMARY

This public hearing will be to discuss the submittal of a State Community Development Block Grant (CDBG) Application.

RECOMMENDATION

Hold the public hearing.

## **CITY OF BISHOP**

### **NOTICE OF PUBLIC HEARING FOR SUBMITTAL OF A STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION**

NOTICE IS HEREBY GIVEN that the City of Bishop will conduct a public hearing on March 25, 2013, at 7:00 p.m., in the City Council Chambers, 301 West Line Street, Bishop, to discuss the submittal of an application in response to the 2013 State Community Development Block Grant (CDBG) Program Notice of Funding Availability (NOFA), and to solicit citizen input.

The City of Bishop is applying for \$ 1,100,000 under the NOFA for the following eligible activities:

- 1) Multiple Family Housing Rehabilitation Activities, including the Reconstruction of the Valley Apartments: \$1,000,000; and
- 2) Planning and Technical Assistance (PTA) Activities, including an Update of the City's Economic Development Elements: \$100,000

The proposed Reconstruction of Valley Apartments will result in the temporary relocation of the residents during demolition and construction. A proposed Relocation Plan will be reviewed in conjunction with consideration of the Block Grant funding application. In addition, a Sub-Recipient Agreement will be considered between the City of Bishop and Inyo Mono Advocates for Community Action, Inc. (IMACA) to define responsibilities and contract requirements for each agency if an award is granted by the State.

The purpose of this public hearing is to give citizens an opportunity to make their comments known on the proposed activities/application.

If you require special accommodations to participate in the public hearing because of a sensory and/or mobility impairment/disability, or have a need for an interpreter, please contact City of Bishop staff at (760) 873-5863 to arrange for those accommodations to be made.

If you are unable to attend the public hearing, you may provide comments as follows: in person at Bishop City Hall, 377 West Line Street; over the phone by calling (760) 873-5863; through email at [cityclerk@ca-bishop.us](mailto:cityclerk@ca-bishop.us); or in writing to Keith Caldwell, City Administrator, Bishop City Hall, 377 West Line Street, Bishop, CA 93514. In addition, information is available for review at the above address between the hours of 8:00 a.m. and 4:30 p.m. on weekdays.

The City of Bishop promotes fair housing and makes all its programs available to low and moderate income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

Published: March 14, 2013

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

SUBJECT: **Resolution No. 13-01 Approving an Application for Funding and the Execution of a Grant Agreement and any Amendments thereto from the 2013 Allocation of the State Community Development Block Grant (CDBG) Program**

DATE: March 25, 2013

Attachments: Resolution No. 13-01, 2013 State Community Block Grant Program Draft Application and Subrecipient Agreement

**BACKGROUND/SUMMARY**

Please find attached Resolution No. 13-01, CDBG Draft Grant Application and Subrecipient Agreement. This resolution, if adopted, would allow execution of a grant application for CDBG funds for the purpose related to a housing project to assist seniors and handicapped persons in need.

Additionally, a Planning and Technical Assistance Grant for \$100,000 will be submitted with this application. This Grant will focus on the City's Economic Development Elements. Note – the PTA portion carries a cash match by the City of \$5,000, if awarded.

**RECOMMENDATION**

City Council considers approving Resolution No. 13-01

**RESOLUTION NO. 13-01**

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2013 ALLOCATION OF THE STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

**BE IT RESOLVED** by the City Council of the City of Bishop as follows:

**SECTION 1:**

The City Council has reviewed and hereby approves an application for the 2012 State CDBG Program requesting up to \$1,100,000.00 in funding for the following activities:

General Program Administration	\$76,744.00
Multi-Family Housing Rehabilitation, Reconstruction of Valley Apartments	\$930,233.00
Planning and Technical Assistance, Update of City's Economic Development Elements	\$93,023.00

**SECTION 2:**

The City has determined that federal Citizen Participation requirements were met during the development of this application.

**SECTION 3:**

The City hereby approves the use of Local Funding Sources (listed below) in the amount of \$5,000.00 to be used as the City's cash match for the Planning and Technical Assistance activity in this application.

General Funds Cash Match	\$5,000.00
--------------------------	------------

**SECTION 4:**

The City hereby approves a Subrecipient Agreement, attached as "Exhibit A," with Inyo Mono Advocates for Community Action, Inc. (IMACA) to assist in utilizing the 2013 State CDBG funds, if awarded.

**SECTION 5:**

The City hereby authorizes and directs Keith Caldwell, the City Administrator/Community Services Director, or designees, to sign this application and act on the City's behalf in all matters pertaining to this application.

SECTION 6:

If the application is approved, Keith Caldwell, the City Administrator/Community Services Director, or designees, is authorized to enter into and sign the grant agreement and any subsequent amendments with the State of California for the purposes of this grant.

SECTION 7:

If the application is approved, Keith Caldwell, the City Administrator/Community Services Director, or designees, is authorized to sign Fund Requests and other required reporting forms.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Bishop held on the 25th day of March, 2013.

---

LAURA SMITH, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: \_\_\_\_\_  
Robin Picken, Assistant City Clerk

City of Bishop  
**APPLICATION**  
for an allocation of the  
**2013 STATE COMMUNITY  
DEVELOPMENT BLOCK  
GRANT PROGRAM**



**City of Bishop**

377 West Line Street, P.O. Box 1236  
Bishop, California 93515  
City Hall: (760) 873-5863  
Public Works Department: (760) 873-8458  
FAX: (760) 873-4873  
Email: [cityclerk@ca-bishop.us](mailto:cityclerk@ca-bishop.us)  
Website: <http://www.ca-bishop.us>

**ORIGINAL APPLICATION**

Jurisdiction

Type	Name
City of	Bishop

Application Summary Contents	Required or "Select"	Documentation Location (page #)
<b>Tab 2: Jurisdiction Information</b>	Required	2
- Joint Powers Agreement/MOU (If applicable)		
<b>Tab 3: Legislative Representative Information</b>	Required	3
<b>Tab 4: Requested Funding - ED and CD</b>	Required	4
<b>Tab 5: Requested Funding - Native Am. &amp; Colonia</b>	Required	
<b>Tab 6: Activites Funding Sources</b>	Required	6
<b>Tab 7: Section 504 Self Evaluation</b>	Required	7

Threshold Documentation	Required or "Select"	Documentation Location (page #)
<b>Contents</b>		
<b>Tab 8: Threshold Requirement Certification</b>	Required	10
- Non-Debarment Documentation	Required	10
- Citizen Participation Documentation	Required	10
- Original Resolution(s) of the Governing Body	Required	20

Statement of Assurances	Required or "Select"	Documentation Location (page #)
<b>Contents</b>		
<b>Tab 9: Statement of Assurances Form</b>	Required	11

Jurisdictional Capacity	Required	Documentation Location (page #)
<b>All Grant Administrative Capacity Application Forms</b>	Required	23

Individual Activities (populates from Requested Funding tabs)	Required or "Select"	Documentation Location (page #)
<b>Activities (CD, ED, PTA)</b>		
1 14B Rehab; Multi-Unit Residential	Required	72
2 20A Planning Studies (State Planning)	Required	143
3	Required	
4	Required	
5	Required	
6	Required	
7	Required	
8	Required	

Other Activities (Colonia and Native American)	Required or "Select"	Documentation Location (page #)
1	Required	
2	Required	
3	Required	
4	Required	
5	Required	
6	Required	
7	Required	
8	Required	

**A. Application Information**

Jurisdiction:	City of Bishop	Duns #:	40349987
Address:	377 West Line Street, P.O. Box 1236	EIN/TIN#:	95-1895967
City:	Bishop	State:	CA
		Zip Code:	93515

**Is this application being submitted on behalf of more than one jurisdiction?**

<input type="radio"/> Select	Complete the following. (Please note the inclusion of a Joint Powers Agreement or Memorandum of Understanding in the application is required).
<input type="radio"/> No	
Second Jurisdiction's Name:	
Address:	
City:	State: Zip Code:

**B. Authorized Representative Information (per the Resolution)**

Name:	Keith Caldwell	Title:	City Administrator
Phone:	(760) 873-5863	Ext:	Fax: (760) 873-4873
Email:	cityclerk@ca-bishop.us		
<input checked="" type="checkbox"/> Check here if address information is the same as above; if not, fill in information below.			
Address:			
City:	State:	Zip Code:	
Signature:	Date:		

(Blue Ink)

**C. Jurisdictional Contact Information**

<input checked="" type="checkbox"/>	Check here if address and contact person is the same as the Authorized Representative information above; if not, fill in information below.		
Name:	Title:		
<small>(must be jurisdiction staff)</small>			
Agency:			
Address:			
City:	State:	Zip Code:	
Phone:	E-mail:	Fax:	

Jurisdiction: City of Bishop

D. Legislative Representative Information

	District #	First Name	Last Name
1	Assembly	26th	Connie Conway
	Senate	18th	Jean Fuller
	Congress	8th	Paul Cook
2	Assembly		
	Senate		
	Congress		
3	Assembly		
	Senate		
	Congress		
4	Assembly		
	Senate		
	Congress		

Jurisdiction: City of Bishop

**1 Activity**

14B Rehab; Multi-Unit Residential

Result of Previously-Funded PTA Activity?  
No

PTA Contract #

**Requested Amounts**

Select AD %	a. Total	b. Gen Admin <small>(a - (a / 1.075))</small>	c. Activity Delivery <small>AD% of (a - b)</small>	d. Net Activity <small>(a - b - c)</small>
19%	\$1,000,000	\$69,767	\$148,525	\$781,708

**Beneficiaries**

Proposed #	Target ID #'(s)
20	1; 9; 15

**2 Activity**

20A Planning Studies (State Planning)

Result of Previously-Funded PTA Activity?  
No

PTA Contract #

**Requested Amounts**

Select AD %	a. Total	b. Gen Admin <small>(a - (a / 1.075))</small>	c. Activity Delivery <small>(a - b) / AD%</small>	d. Net Activity <small>(a - b - c)</small>
8%	\$100,000	\$6,977	\$6,891	\$86,133

**Beneficiaries**

Proposed #	Target ID #'(s)
100	18

**3 Activity**

Result of Previously-Funded PTA Activity?

PTA Contract #

**Requested Amounts**

Select AD %	a. Total	b. Gen Admin <small>(a - (a / 1.075))</small>	c. Activity Delivery	d. Net Activity <small>(a - b - c)</small>
		\$0	\$0	\$0

**Beneficiaries**

Proposed #	Target ID #'(s)

**4 Activity**

Result of Previously-Funded PTA Activity?

PTA Contract #

**Requested Amounts**

Select AD %	a. Total	b. Gen Admin <small>(a - (a / 1.075))</small>	c. Activity Delivery <small>AD% of (a - b)</small>	d. Net Activity <small>(a - b - c)</small>
		\$0	\$0	\$0

**Beneficiaries**

Proposed #	Target ID #'(s)

Jurisdiction: City of Bishop

	Requested for Activity(ies)	General Administration (21A)
CD & ED Total	\$1,100,000	\$76,744

Enter the *primary* number(s) that correspond to the target population(s) each activity will specifically address. For example, a homeless shelter will most likely serve many target populations shown, but the *primary* target population will be the homeless.

<b>Target ID</b>	1. Physically Disabled	7. Families	13. Victims of Domestic Violence
	2. Persons with AIDS	8. Farmworkers	14. Duly Diagnosed
	3. Youths	9. Seniors	15. Prevent Homelessness
	4. Single Adults	10. Mentally ill	16. Help the Homeless
	5. Single Men	11. Veterans	17. Help those with HIV/AIDS
	6. Single Women	12. Substance Abusers	18. Other

**2013 CDBG Application Summary**

**Activity Funding Sources**

**Jurisdiction:** City of Bishop

**Program Income On Hand**

Activity	CDBG	Program Income (PI)	Federal	State	Local	Private	Total
----------	------	---------------------	---------	-------	-------	---------	-------

**Community Development & Economic Development (CD & ED) Funding**

General Administration	\$76,744						\$76,744
1 14B Rehab; Multi-Unit Residential	\$930,233		\$1,000,000	\$1,000,000		\$500,000	\$3,430,233
2 20A Planning Studies (State Planning)	\$93,023						\$93,023
3							\$0
4							\$0
5							\$0
6							\$0
7							\$0
8							\$0
<b>CD &amp; ED Total (Activity + GA)</b>	<b>\$1,100,000</b>	<b>\$0</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$500,000</b>	<b>\$3,600,000</b>

**Colonia & Native American (Col. & NA) Funding**

General Administration	\$0						\$0
1							\$0
2							\$0
3							\$0
4							\$0
5							\$0
6							\$0
7							\$0
8							\$0
<b>Col &amp; NA Total (Activity + GA)</b>	<b>\$0</b>						

Funding Request Summary (CDBG only)			Total
CD & ED	Col & NA	General Admin.	
\$1,023,256	\$0	\$76,744	\$1,100,000

**Jurisdiction:** City of Bishop

- 1) HUD requires jurisdictions to have documented their compliance with Section 504.
- 2) Applicants must attach a **Section 504 Self-Certification Form** with their Application Package. It is important to note that the form itself does not constitute the jurisdiction's efforts to meet Section 504 requirements. The jurisdiction should have performed an analysis and evaluation of each factor and prepared a Section 504 Plan.
- 3) The following self-certification form should be used with this application to certify that the jurisdiction has performed this analysis and evaluation and to record areas of compliance or problems. Please complete this form, sign and date it, and include it as part of this application.  
 >>See the **CDBG Grant Management Manual Chapter 4** for additional information<<

Communications (Program Publicity)	Y/N	Problems
Public Notices & Newspaper Ads	Yes	
Public Service Announcements	Yes	
Posters/ Flyers	Yes	
Letters to Homeowners in the Area	No	
Informational Public Meetings	Yes	
Interpreters/ Readers/ TDD Available on Request	Yes	
Equal Opportunity Statements in Ads, Flyers and/ or Letters	Yes	
<b>Modifications Made</b>		

Employment	Y/N	Problems
City Makes Reasonable Accommodation to Known Physical/ Mental Limitations of Qualified Applicant/ Employees with Handicaps.	Yes	
Pre-Employment Inquiries and Test Do Not Screen Out Handicapped Persons.	Yes	
<b>Modifications Made</b>		

Program Accessibility	Y/N	Problems
Are City County Facilities Accessible to and Useable by Individuals with Handicaps (i.e. Ramps, Space at Meetings.	Yes	
Handicap Modifications Offered in Rehabilitation Program.	Yes	
Handicapped Individuals with Limited Mobility Assisted with Applications in Their Homes.	Yes	
<b>Modifications Made</b>		

Jurisdiction: City of Bishop

Enforcement (How policies meet 504 requirements)

Y/N

Problems

Statement of Assurances in Grant Applications.

Yes

Non-Discrimination Clause in Deed-of-Trust.

Yes

Names of Advisors on Handicapped Issues

Yes

1 Dave Grah

2 Gary Schley

City/ County has Procedures for Complaints.

Yes

Is a Log Maintained of any Complaints.

Yes

Large yellow rectangular area for reporting problems.

Modifications Made

Large yellow rectangular area for reporting modifications made.

Section 504 Coordinator

Name: Dave Grah

Date: 3/25/2013

Signature: [Yellow box for signature]

(Blue Ink)

Jurisdiction: **City of Bishop**

The department will review each application to determine whether the application meets all of the eligibility threshold criteria.

**A Debarment**

Select  No Is the applicant jurisdiction on the Federal Excluded parties List (<https://www.sam.gov>)  
If "Yes" - applicant is **not** eligible to receive Federal Funding.

Copy of the search is on page(s):

**B Housing Element Compliance**

Select  Yes Does the applicant have a Housing Element in compliance with CDBG requirements as of the application submittal deadline?  
If "No" - applicant is **not** eligible to receive Federal Funding.

The Department will verify CDBG compliance with HPD as of the application due date.

**C Growth Control**

Select  No Has the applicant's jurisdiction enacted limitations on residential construction, which includes limitations other than: establishing agricultural preserves, limitations imposed by another agency or limitations not based on health and safety needs?  
If "No" - skip to next section

Select  Do these limitations meet any of the exceptions found in State Statute at Health and Safety Code 50830?  
If "Yes" - applicant includes a copy of the limitation with the application.

Copy of the limitation is on page(s):

If "No" - applicant is **not** eligible to receive Federal Funding.

**D Statement of Assurances**

Select  Yes Applicant has printed and included the Excel version of the Statement of Assurances (last tab in this workbook) signed in **blue ink** by the **Authorized Representative** of the applicant jurisdiction as listed in the Authorizing Resolution.

**E OMB Circular A-133**

Select  Yes Per OMB Circular A-133 .315(e) - Applicant asserts that the State Controller's Office (SCO) was in receipt of the complete Single Audit Package by the NOFA application due date.

The Department will verify compliance with SCO.

**F Citizen Participation**

Select  Yes Applicant has met all Public Hearing/ Citizen Participation requirements:

1 A) Public notices published in a local newspaper announcing the Public hearings and containing the required information as stated in the CDBG Grant Management Manual.

2 B) At least one public hearing was held during the program design phase of the application.

- Design hearing was published/ posted on:  ; and,

- Design hearing was held on:  ; and,

3 C) At least one public hearing was held during to approve submittal of the application.

- Application Submittal hearing published/ posted on:  ; and,

- Application Submittal was held on:  ; and,

4 D) Sign-in sheets and all documentation are in the public information file available for review and monitoring AND

5 E) Written comments received during the public hearing process are included with the application along with any responses.

**Jurisdiction:** City of Bishop

The department will review each application to determine whether the application meets all of the eligibility threshold criteria.

**G Resolution(s) of the Governing Body**

Select  
Yes

Applicant has included a Resolution (sample in Appendix E) that:

- 1 Is an original certified copy; AND,
- 2 Authorizes submission of the application; AND,
- 3 Approves the application's contents (funding requested, activities, committed funding other than CDBG Program Income, etc...); AND,
- 4 Authorizes the execution of a grant agreement and any amendments thereto (if funded); AND,
- 5 Designates a person (by title) authorized to enter into an agreement (if funded); AND,
- 6 Designates persons (by title) authorized sign all reports, Funds Requests and other program-supporting documentation (if funded).

After the application due date, the Department will not consider unsolicited information from an applicant. However, the Department may contact an applicant to clarify an item in the application related to the above threshold questions and any other eligible application issue. Applicants should note that the Department will not seek clarification of items or responses that improve the substantive quality of the applicant's response to any eligibility or selection criterion.

**Authorized Representative (per the Resolution):**

I certify on behalf of **City of Bishop** that the Threshold information provided is true and accurate.

Date: 03/25/13

Signature:

(Blue Ink)

Name: Keith Caldwell

Title: City Administrator

*By checking the boxes, the certifier assures the statements are true.*

The **City of Bishop** hereby assures and certifies that:

Select  
Yes

**Legal Authority** - It possesses legal authority to apply for the grant and to execute the proposed program.

Select  
Yes

**Application Authorization** - Its governing body has duly adopted or passed as an official act or resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer or other designee to act in connection with the application and to provide such additional information as may be required.

Select  
Yes

**Citizen Participation** - It has or will comply with all citizen participation requirements, which include, at a minimum, the following components:

**A** Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which CDBG funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction - **AND**

**B** Provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by CDBG regulations, and relating to the actual use of funds under this title - **AND**

**C** Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee - **AND**

**D** Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program. These include at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries and with accommodation for the handicapped. This shall include one public meeting during the program design, annual performance report preparation, and formal amendments. A public hearing shall be conducted prior to application submittal - **AND**

**E** Solicits and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable - **AND**

**F** Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can reasonably be expected to participate.

Select  
Yes

**National Objective** - It has developed its CDBG Program so as to primarily benefit targeted income persons and households, and each activity in the program meets one of the three national objectives: benefit to low- and moderate-income persons, elimination of slums and blight, or meets an urgent community need certified by the grantee as such.

Select  
Yes

**NEPA Environmental Review** – It consents to assume the responsibilities for environmental review and decision-making in order to ensure compliance with NEPA by following the procedures for recipients of block grant funds as set forth in 24 CFR, Part 58, titled "Environmental Review Procedures for Title I Community Development Block Grant Programs." Also included in this requirement is compliance with Executive Order 11988 relating to the evaluation of flood hazards, and Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) regarding purchase of flood insurance, and the National Historic Preservation Act of 1966 (16 USC 470) and implementing regulations (36 CFR 800.8).

Select  
Yes

**Audit/Performance Findings** – It has resolved or is currently working with the Department to resolve any audit findings or CDBG performance problems.

*By checking the boxes, the certifier assures the statements are true.*

The **City of Bishop** hereby assures and certifies that:

Select  
Yes

**Growth Control** - There is no plan, ordinance, or other measure in effect which directly limits, by number, the building permits that may be issued for residential construction or the buildable lots which may be developed for residential purposes; or if such a plan, ordinance, or measure is in effect, it will either be rescinded before receiving funds, or it need not be rescinded because it:

- A** Imposes a moratorium on residential construction, to protect the health and safety, for a specified period of time which will end when the public health and safety is no longer jeopardized; or,
- B** Creates agricultural preserves under Chapter 7 (commencing with Section 51200) of Part 2 of Division 1 of Title 5 of the Government Code; or,
- C** Was adopted pursuant to a specific requirement of a State or multi-State board, agency, department, or commission; or,
- D** The applicant has an adopted housing element which the Department has found to be in compliance, unless a final order has been used by a court in which the court determined that it is not in compliance with Article 10.6 of Chapter 3 of Division 1 of Title 7 of the Government Code; or,
- D** The use of the funds applied for in this application is restricted for housing for Low/ Mod Income persons.

Select  
Yes

**Uniform Administrative Requirements** – It will comply with the regulations, policies, guidelines, and requirements of OMB Circular Numbers A-87, A-133, A-122, and 24 CFR Part 85, where appropriate, and the State CDBG regulations.

Select  
Yes

**Nondiscrimination** – It shall comply with the following regarding nondiscrimination laws and practices:

- A** Title VI of the Civil Rights Act of 1964 (Public Law 88-352).
- B** Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) as amended; and will administer all programs and activities related to housing and community development in a manner affirmatively furthering fair housing.
- C** Section 109 of the Housing and Community Development Act of 1974, as amended.
- D** Section 3 of the Housing and Urban Development Act of 1968, as amended.
- E** Executive Order 11246, as amended by Executive Orders 11375 and 12086.
- F** Executive Order 11063, as amended by Executive Order 12259.
- G** Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), as amended, and implementing regulations.
- H** The Age Discrimination Act of 1975 (Public Law 94-135).

Select  
Yes

**Anti-Displacement/Relocation** – It will comply with the Federal Relocation Act (42 U.S.C. 4601 et seq.) and certifies that it will follow the state's residential anti-displacement and relocation plan located in Appendix E of the State's 2011-2012 Annual Plan.

The plan can be found at: [Annual Plan Update 2012-2013](#)

Select  
Yes

**Labor Standards** – It will comply with the following regarding labor standards:

- A** Section 110 of the Housing and Community Development Act of 1974, as amended.
- B** Section 1720 et seq. of the California Labor Code regarding public works labor standards.
- C** Davis-Bacon Act as amended (40 USC. 276a) regarding prevailing wage rates.
- D** Contract Work Hours and Safety Standards Act (40 USC 3702) regarding overtime compensation.
- E** Anti-Kickback Act of 1934 (41 USC 51-58) prohibiting "kickbacks" of wages in federally assisted construction activities.

Select  
Yes

**Architectural Barriers** – It will comply with the Architectural Barriers Act of 1968 (42 USC 4151-4157) and implementing regulations (24 CFR Part 40-41).

*By checking the boxes, the certifier assures the statements are true.*

The **City of Bishop** hereby assures and certifies that:

Select  
Yes

**Conflict of Interest** – It will enforce standards for conflicts of interest which govern the performance of their officers, employees, or agents engaged in the award and administration, in whole or in part, of State CDBG grant funds (Section 7126 of the State regulations).

Select  
Yes

**Limitations on Political Activities** – It will comply with the Hatch Act (5 USC 1501 et seq.) regarding political activity of employees.

Select  
Yes

**Lead-Base Paint** – It will comply with the Lead-Based Paint Regulations (24 CFR Part 35) which prohibits the use of lead-based paint on projects funded by the program.

Select  
Yes

**Debarred Contractors** - The applicant or its staff are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs, in any proposal submitted in connection with the CDBG program, per the Excluded Party List System (<https://www.sam.gov>). In addition, the applicant will not award contracts to or otherwise engage the services of any contractor while that contractor (or its principals) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction, in any proposal submitted in connection with the CDBG program under the provisions of 24 CFR part 24.

Select  
Yes

**Inspection of Grant Activities** – It will give HUD, the Comptroller General, the State Department of Housing and Community Development, or any of their authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.

Select  
Yes

**Cost Recovery** – It will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by Low/ Mod income persons unless:

- A** CDBG funds are used to pay the proportion of such assessment that relates to non-CDBG funding; or,
- B** For the purposes of assessing properties owned and occupied by Low/ Mod income persons who are not of the lowest targeted income group, it does not have sufficient CDBG funds to comply with the provisions of “A” above.

Select  
Yes

**Procurement** – It will follow the federal procurement policies per 24 CFR Sec. 85.36

Select  
Yes

**Excessive Force** – It will adopt and enforce policies:

- A** Prohibiting the use of excessive force by its law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and,
- B** Enforcing applicable State and local law against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

Select  
Yes

**Compliance with Laws** - The jurisdiction will comply with applicable laws.

**The Certification is made under penalty of perjury under the laws of the State of California.**

Certifying Officials Name: Keith Caldwell

Certifying Officials Title: City Administrator

Certification Date: 03/25/13

Signature: (Blue Ink)

## **CITY OF BISHOP**

### **NOTICE OF PUBLIC HEARING FOR DISCUSSION OF POSSIBLE STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION**

NOTICE IS HEREBY GIVEN that the City of Bishop will conduct a public hearing on February 11, 2013, at 7:00 p.m., in the City Council Chambers, 301 West Line Street, Bishop, to discuss a possible funding application under next fiscal year's (July 1, 2013 to June 30, 2014) State Community Development Block Grant (CDBG) Program and to solicit citizen input on possible activities to be included in the application.

The Community Development and Economic Development Allocations of the State CDBG program will publish a combined "Notice of Funding Availability" (NOFA) each program year. Eligible cities and counties may submit applications for CDBG funds under the NOFA. It is estimated that up to \$2,000,000 will be available in total. The Economic Development "Over-the-Counter" (OTC) Allocation requires a separate application with a maximum limit of \$3,000,000 per year. The NOFA also includes the Native American and Colonia's Allocations. The Native American Allocation is only for areas with high concentrations of low-income Native American residents, who are not part of a federally recognized Native American Indian tribe or Rancheria. The Colonia's funding is only for designated communities within 150 miles of the Mexican-American border.

ELIGIBLE ACTIVITIES UNDER THE ABOVE ALLOCATIONS IN THE NOFA CONSIST OF: HOMEOWNERSHIP ASSISTANCE AND HOUSING REHABILITATION PROGRAMS; PUBLIC FACILITY AND PUBLIC IMPROVEMENTS PROJECTS (INCLUDING PUBLIC IMPROVEMENTS IN SUPPORT OF NEW HOUSING CONSTRUCTION); PUBLIC SERVICE PROGRAMS, PLANNING STUDIES, ECONOMIC DEVELOPMENT BUSINESS ASSISTANCE AND MICROENTERPRISE ACTIVITIES. ELIGIBLE ACTIVITIES PAID FOR WITH STATE CDBG FUNDS MUST MEET ONE OR MORE OF THE THREE NATIONAL OBJECTIVES LISTED IN CDBG FEDERAL STATUTES AS FOLLOWS: BENEFIT TO LOW INCOME HOUSEHOLDS OR PERSONS; ELIMINATION OF SLUMS AND BLIGHT; OR MEETING URGENT COMMUNITY DEVELOPMENT NEED.

The City of Bishop anticipates submitting an application under the NOFA recently published for this program year.

The purpose of this public hearing is to give citizens an opportunity to make their comments known regarding what types of eligible activities the City of Bishop should apply for under the State CDBG program. A separate public hearing will be held to discuss and approve the application prior to submittal to the State.

If you require special accommodations to participate in the public hearing because of a sensory, mobility, or other impairment/disability, or have a need for an interpreter, please contact Bishop City Hall at (760) 873-5863 to arrange for those accommodations to be made.

If you are unable to attend the public hearing, you may provide comments as follows: in person at Bishop City Hall, 377 West Line Street; over the phone by calling (760) 873-5863; through email at [cityclerk@ca-bishop.us](mailto:cityclerk@ca-bishop.us); or in writing to Keith Caldwell, City Administrator, Bishop City Hall, 377 West Line Street, Bishop, CA 93514. In addition, information is available for review at the above address between the hours of 8:00 a.m. and 4:30 p.m. on weekdays.

The City of Bishop promotes fair housing and makes all its programs available to low and moderate income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

Published: January 31, 2013

**CITY OF BISHOP**  
**2013 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION**  
**DESIGN PHASE PUBLIC HEARING – February 11, 2013**

<u>Name</u>	<u>Address</u>
1. Pam Hennarty	Mammoth Lakes Housing
2. Larry Emerson	Inyo Mono Advocates for Community Action
3. Beth Himelhoch	Inyo Mono Association for the Handicapped
4.	
5.	
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# Inyo Register

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WEEKEND

MARCH 16 & 17, 2013

## City agrees to back IMACA project

Effort to rebuild senior housing ultimately wins out over homebuyers program

By Mike Gervais  
Register Staff

When faced with a choice between two entities vying for grant funding through the city to pay for community projects, Bishop leaders on Monday chose to back local seniors.

The City Council unanimously voted to apply for a Community Development Block Grant on behalf of the Inyo-Mono Advocates For Community Action in its efforts to improve living conditions at the Valley Apartments on Clarke Street. The council said it was a "hard decision" to back IMACA over Mammoth Lakes Housing, which was requesting funds to continue its first-time homebuyers program.

Last month, representatives of both Mammoth Lakes Housing and IMACA



IMACA is planning to demolish and rebuild the deteriorating Valley Apartments on Clarke Street. The Bishop City Council helped get the ball rolling on the project by agreeing to apply for \$1 million in CDBG grants for the community service group. Photo by Mike Gervais

approached the City Council asking that the city apply for state Community Development Block Grant funds on their behalf. CDBG money is made available to city entities to help fund local community development projects.

The problem the city faced was that both agencies wanted

to apply for the same pool of money and if the city applied for both on behalf of the agencies, it would basically be competing against itself.

Mammoth Lakes Housing was hoping the city would apply for funds for its first-time homebuyer's program, which provides low-interest loans to

Bishop residents looking to purchase their first home. Mammoth Lakes Housing said it was hoping to apply for \$600,000.

IMACA asked the city to apply for \$1 million – the full pool of money being made available to the city – to fund one-third of a project that would

See CHOICE, page A-8



Bishop Mayor Laura Smith and councilmembers David Stottlemire and Pat Gardner (l-r) along with Mayor Pro-tem Jim Ellis (not pictured) voted to apply for a CDBG grant to help IMACA demolish and rebuild its Valley Apartments. File photos

## CHOICE

Continued from front page

demolish and reconstruct the Valley Apartments senior living facility on Clarke Street.

The City Council agreed that both proposals are for worthy projects, and that if it could, it would choose both for grant funding.

The Valley Apartments were created in 1981 when IMACA purchased a local motel and converted it into a senior living facility. Since that time, the facility has seen a number of upgrades, but IMACA officials say the constant maintenance is beginning to outweigh the cost of total reconstruction on the property.

Mayor Laura Smith said she felt the Mammoth Lakes Housing proposal was "very worthwhile, however," reconstruction of the Valley Apartments "is more needy currently ... These places are very, very old and the conditions are very, very poor."

Smith added that this will not be the city's last opportunity to apply for CDBG grants, and invited Mammoth Lakes Housing to consider continuing its first-time home buyers program next year.

IMACA's Larry Emerson said that the demolition and reconstruction of the Valley Apartments will cost an estimated \$3 million, which will include relocating the facility's 19 residents for the duration of the project.

As for relocation, Emerson said IMACA hopes to keep the residents together and find an

apartment complex that can house them all. As a last resort, he said IMACA could put all or some of the residents up in a motel during construction.

Emerson said IMACA plans "to use this grant to leverage other funding sources" to generate the \$3 million needed for the project. "There are a number of programs we can use with this money to get other money," he added.

Emerson said the \$1 million could probably cover most, if not all, construction costs on the project, but IMACA will have all the funds needed to complete the project before work starts.

Councilmember David Stottlemire said that he supported IMACA's plans to reconstruct the senior living facility, but is concerned about the organization's leadership as it has been operating without a permanent executive director for two years.

"I have the same concerns that David has, as far as everything moving forward," Councilmember Pat Gardner said.

Emerson said IMACA has been operating under an interim executive director, and with direction from its 12 board members.

He said there are no concerns about the agency's ability to move forward and see the project through if it secures funding.

## CITY OF BISHOP

### NOTICE OF PUBLIC HEARING FOR SUBMITTAL OF A STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION

NOTICE IS HEREBY GIVEN that the City of Bishop will conduct a public hearing on March 25, 2013, at 7:00 p.m., in the City Council Chambers, 301 West Line Street, Bishop, to discuss the submittal of an application in response to the 2013 State Community Development Block Grant (CDBG) Program Notice of Funding Availability (NOFA), and to solicit citizen input.

The City of Bishop is applying for \$ 1,100,000 under the NOFA for the following eligible activities:

- 1) Multiple Family Housing Rehabilitation Activities, including the Reconstruction of the Valley Apartments: \$1,000,000; and
- 2) Planning and Technical Assistance (PTA) Activities, including an Update of the City's Economic Development Elements: \$100,000

The proposed Reconstruction of Valley Apartments will result in the temporary relocation of the residents during demolition and construction. A proposed Relocation Plan will be reviewed in conjunction with consideration of the Block Grant funding application. In addition, a Sub-Recipient Agreement will be considered between the City of Bishop and Inyo Mono Advocates for Community Action, Inc. (IMACA) to define responsibilities and contract requirements for each agency if an award is granted by the State.

The purpose of this public hearing is to give citizens an opportunity to make their comments known on the proposed activities/application.

If you require special accommodations to participate in the public hearing because of a sensory and/or mobility impairment/disability, or have a need for an interpreter, please contact City of Bishop staff at (760) 873-5863 to arrange for those accommodations to be made.

If you are unable to attend the public hearing, you may provide comments as follows: in person at Bishop City Hall, 377 West Line Street; over the phone by calling (760) 873-5863; through email at [cityclerk@ca-bishop.us](mailto:cityclerk@ca-bishop.us); or in writing to Keith Caldwell, City Administrator, Bishop City Hall, 377 West Line Street, Bishop, CA 93514. In addition, information is available for review at the above address between the hours of 8:00 a.m. and 4:30 p.m. on weekdays.

The City of Bishop promotes fair housing and makes all its programs available to low and moderate income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

Published: March 14, 2012

**RESOLUTION NO. \_\_**

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2013 ALLOCATION OF THE STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

**BE IT RESOLVED** by the City Council of the City of Bishop as follows:

**SECTION 1:**

The City Council has reviewed and hereby approves an application for the 2012 State CDBG Program requesting up to \$1,100,000.00 in funding for the following activities:

General Program Administration	\$76,744.00
Multi-Family Housing Rehabilitation, Reconstruction of Valley Apartments	\$930,233.00
Planning and Technical Assistance, Update of City's Economic Development Elements	\$93,023.00

**SECTION 2:**

The City has determined that federal Citizen Participation requirements were met during the development of this application.

**SECTION 3:**

The City hereby approves the use of Local Funding Sources (listed below) in the amount of \$5,000.00 to be used as the City's cash match for the Planning and Technical Assistance activity in this application.

General Funds Cash Match	\$5,000.00
--------------------------	------------

**SECTION 4:**

The City hereby approves a Subrecipient Agreement, attached as "Exhibit A," with Inyo Mono Advocates for Community Action, Inc. (IMACA) to assist in utilizing the 2013 State CDBG funds, if awarded.

**SECTION 5:**

The City hereby authorizes and directs Keith Caldwell, the City Administrator/Community Services Director, or designees, to sign this application and act on the City's behalf in all matters pertaining to this application.

SECTION 6:

If the application is approved, Keith Caldwell, the City Administrator/Community Services Director, or designees, is authorized to enter into and sign the grant agreement and any subsequent amendments with the State of California for the purposes of this grant.

SECTION 7:

If the application is approved, Keith Caldwell, the City Administrator/Community Services Director, or designees, is authorized to sign Fund Requests and other required reporting forms.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Bishop held on the 25th day of March, 2013.

---

LAURA SMITH, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: \_\_\_\_\_  
Robin Picken, Assistant City Clerk



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**APPLICANT NAME: City of Bishop**

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*\*Click on the box, drop-down menu or text box to enter information.*

GRANT ADMINISTRATIVE CAPACITY APPLICATION FORMS	REQUIRED OR "SELECT"	DOCUMENTATION LOCATED ON PAGE(S)
<b>CDBG Grant(s) Award History</b>	Yes	No Docs Required
<b>Timely Clearance of Special Conditions History</b>	Dept. File Review	No Docs Required
<b>In-House Grant Administration Capacity Documentation</b>	Required	28
Organizational Chart:	Required	29
1. Position: City Administrator Resume, Duty Statement, and Responsibility Chart	Required	30
2. Position: Assistant Finance Director Resume, Duty Statement, and Responsibility Chart	Required <small>*Only if more staffing</small>	31
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4. Position: Resume, Duty Statement, and Responsibility Chart	Required <small>*Only if more staffing</small>	
5. Position: Resume, Duty Statement, and Responsibility Chart	Required <small>*Only if more staffing</small>	
6. Position: Resume, Duty Statement, and Responsibility Chart	Required <small>*Only if more staffing</small>	
7. Position: Resume, Duty Statement, and Responsibility Chart	Required <small>*Only if more staffing</small>	
8. Position: Resume, Duty Statement, and Responsibility Chart	Required <small>*Only if more staffing</small>	

9. Position: Statement,	Resume, Duty and Responsibility Chart	Required *Only if more staffing	
10. Position: Statement,	Resume, Duty and Responsibility Chart	Required *Only if more staffing	
<b>Reporting History</b>		Dept. File Review	No Docs Required
<b>Audit and/or Monitoring Compliance documentation</b>		Dept. File Review	No Docs Required

Where requested, fill out the "Capacity and Past Performance" information below. Up to 200 points will be awarded under this section. For question 1, please fill in the information requested. Question 3 requires documentation to be sent in. Questions 2, 4 and 5 will be reviewed by the Department using the Department's existing contract and monitoring files.

**1. Awarded Grant History**

Did the Applicant have any CDBG Economic Development, Community Development, Native American or Colonia Allocations grant experience for the years 2010-2012? ***(Do not include PTA grants.)***

- Yes.** Identify which CDBG Allocation(s) and the applicable funding year(s).
  - Community Development** Allocation:  
Funding Year(s): 2009 Grant #'s: \_\_\_\_\_
  - Economic Development** Allocation:  
Funding Year(s): \_\_\_\_\_ Grant #'s: \_\_\_\_\_
  - Colonia** Allocation:  
Funding Year(s): \_\_\_\_\_ Grant #'s: \_\_\_\_\_
  - Native American** Allocation:  
Funding Year(s): \_\_\_\_\_ Grant #'s: \_\_\_\_\_
- No.** Have not had any CDBG grants during the 2010-2012 timeframe.

**2. Timely Clearance of Special Conditions**

The Department will review the Applicant jurisdiction's files to score past performance of Clearing Special Conditions for grants awarded between 2010 and 2012. In order to receive full points, Special Conditions must have been cleared within 90 days, regardless of receiving an extension from the Department. ***(No documentation submission for this section of the application required. The Department will review existing files.)***

***If the Applicant is unsure of the status of their timing of clearing Special Conditions, the Department strongly recommends contacting the appropriate HCD Representative for confirmation prior to Application submission.***

### 3. In-House Organizational Capacity for General Administration & Oversight of CDBG Funded Activities

If funded from this Application, how will this grant be administered? Who will carry out the grant's General Administrative activities?

- In-House Staff Only:** List the title of each in-house position involved in operation of your CDBG program. For each position attach a **resume** and **duty statement** of the staff that will be performing the work, **and a "Responsibility Chart"** (much like an Organization Chart) showing internal controls, management oversight, and which staff will be working on CDBG activities (describing their specific CDBG responsibilities).
- A. Position Title: City Administrator/Community Services Director
  - B. Position Title: Assistant Finance Director
  - C. Position Title:
  - D. Position Title:
  - E. Position Title:
  - F. Position Title:
  - G. Position Title:
  - H. Position Title:
  - I. Position Title:
  - J. Position Title:

### 4. Grant Reporting

The Department will review the Applicant jurisdiction's files to score the previous two years of reporting compliance, as applicable, for the following. ***(No documentation submission for this section of the application required. The Department will review existing files.)***

- A. Annual Financial and Accomplishment Report (FAR);
- B. Grant Expenditure and Accomplishments Report (Semi-Annual/Annual for 2012 if applicable);
- C. Semi-Annual/Annual Program Income Reports;
- D. Semi-Annual Wage Compliance Report;
- E. Section 3 Annual Report; and,
- F. Closeout Documentation.

***If the Applicant is unsure of the status of all reports listed above, the Department strongly recommends contacting the appropriate HCD Representative for confirmation prior to Application submission.***

## **5. Compliance in Clearing of Monitoring and Audit Findings**

The Department will review all Applicants jurisdictions who have been monitored or received A-133 Audit Finding to determine if the Applicant has been collaborative in clearing the Monitoring and/or Audit Findings. ***(No documentation submission for this section of the application is required. The Department will review existing files.)***

### **Monitoring Report:**

- Jurisdiction responded to Monitoring Report within prescribed timeline.
- Responded in longer than prescribed timeline but with Department Approval.
- Responded in longer than prescribed timeline without Department Approval.

### **Audit Report:**

- OMB A-133 Single Audit Report included one or more CDBG-related Findings.
- Jurisdiction responded to Audit Finding Report within prescribed timeline.
- Responded in longer than prescribed timeline but with Department Approval.
- Responded in longer than prescribed timeline without Department Approval.

Overview:

All personnel proposed for the administration of the City of Bishop 2013 State Community Development Block Grant (CDBG) Program have extensive experience in grant management with various state and federal programs. This experience is wide ranging from program oversight and fiscal reporting to procurement and monitoring. Each of the proposed administrative staff has well over 20 years of appropriate experience and is well qualified to manage and implement the State CDBG Program. The resume of each responsible staff member is attached.

Keith Caldwell, City Administrator/Community Services Director, City of Bishop, CA:

Mr. Caldwell's role will involve oversight of the grant administration for the Multi-Family Housing Rehabilitation project and the Planning and Technical Assistance study titled Update of City's Economic Development Elements. He will also be responsible for managing the development entitlement and environmental review process for the reconstruction of Valley Apartments.

Cheryl Solesbee, Assistant Finance Director, City of Bishop, CA:

As the City's Assistant Finance Director, Ms. Solesbee is responsible for all City financial records and compliance reports. The Assistant Finance Director has many years of experience and has managed budgets for previous Planning and Technical Assistance Grants as well as a HOME Partnership loan for the Willow Street Work Force Housing development in Bishop.

Jill Paydon, Executive Director, IMACA:

Her primary responsibility will be general program oversight and administration. Ms. Paydon will also approve forms and procedures, contractor selection, and contractor invoices. She will be integrally involved in the major decision-making for the Valley Reconstruction development.

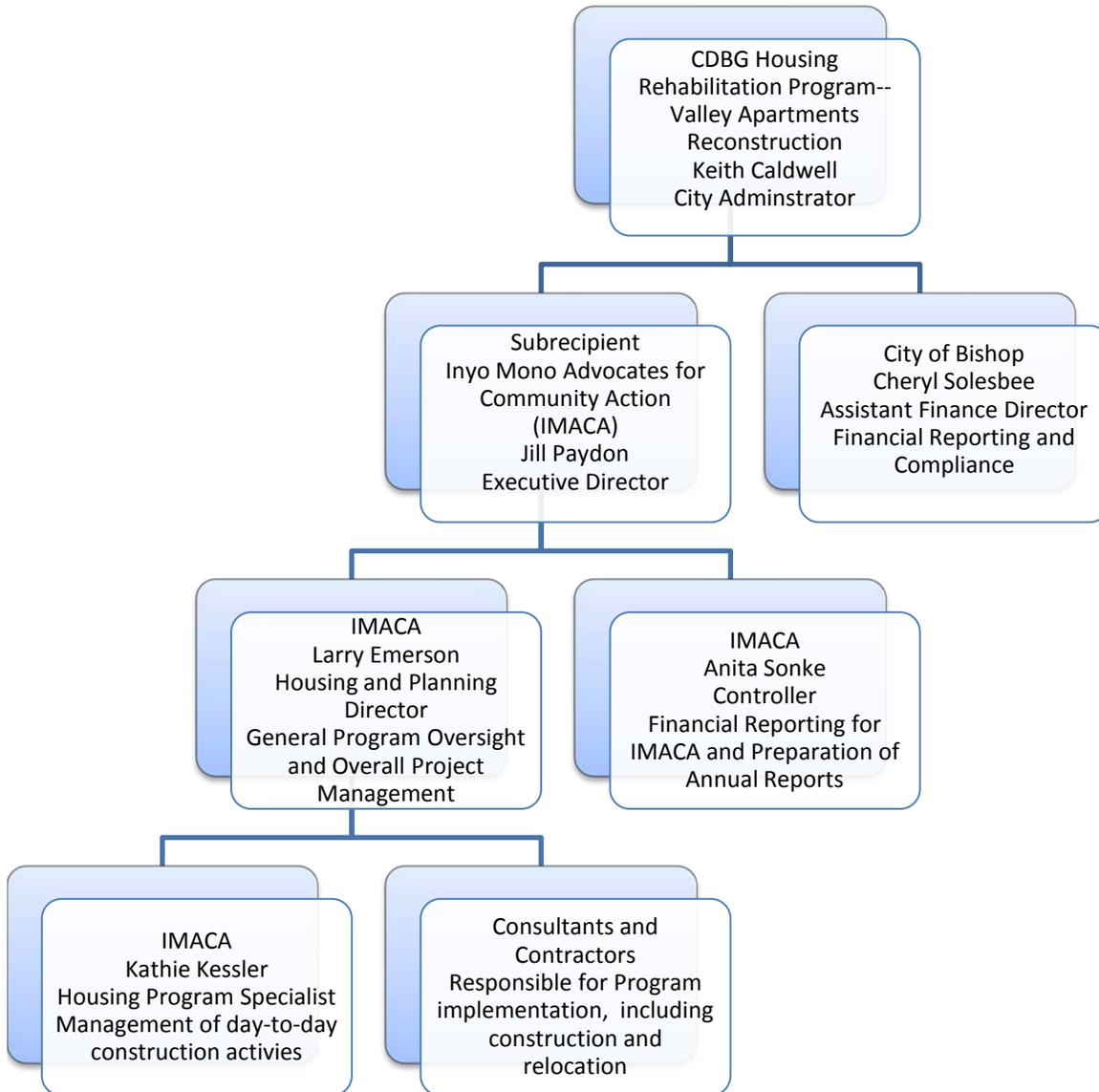
Anita Sonke, Controller, IMACA:

Ms. Sonke will be responsible for all of the IMACA Project Financial Records, including payments to contractors and vendors.

Larry Emerson, Housing and Planning Director, IMACA:

Mr. Emerson's role description includes the following: assisting with revision of forms and procedures; outreach; intake and eligibility determinations; solicitation of contractors; and maintenance of program records; property and work inspections; preparation of follow-up environmental studies; and implementation and monitoring of environmental mitigation measures. He will be responsible for the day-to-day activities related to grant administration and project construction and management.

# CITY OF BISHOP HOUSING REHABILITATION ACTIVITY-SPECIFIC FLOWCHART





# CITY OF BISHOP

377 West Line Street - Bishop, California 93514

P. O. Box 1236 - Bishop, California 93515

City Hall (760) 873-5863 - Fax (760) 873-4873

KEITH CALDWELL  
CITY ADMINISTRATOR  
CITY OF BISHOP

## BIOGRAPHY

### CURRENT POSITION

- Appointed to serve as Bishop City Administrator on January 23, 2012
- Also serves as Finance Director, Planning Director and City Clerk

### PAST EXPERIENCE

Aug 22, 2011 Appointed as Interim City Administrator, City of Bishop  
2011 – 2009 Assistant City Administrator/Community Services Director, City of Bishop  
2009 – 2007 Community Services Director, City of Bishop  
2007 – 2000 Athletic Division Administrator, Athens-Clarke County Department of Leisure Services, Athens, Georgia

- 25 Years of Professional and Administrative Experience
- Planning and Design
- Grant Administration
- Budgeting and Payroll

### EDUCATION

B.A. Degree LaGrange College, LaGrange, Georgia  
Social Work with a Minor in Recreation

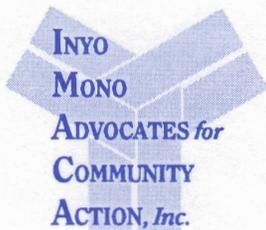
# CITY OF BISHOP

377 West Line Street – Bishop, California 93514  
P.O. Box 1236 – Bishop, California 93515  
City Hall (760) 873-5863 – Fax (760) 873-4873

CHERYL SOLESBEE  
ASSISTANT FINANCE DIRECTOR  
CITY OF BISHOP

## BIOGRAPHY

Information to be provided prior to application submittal.



*People Helping People*

**Administration  
Emergency  
Services  
Housing**

224 S. Main St.  
P.O. Box 845  
Bishop, CA 93515  
(760) 873-8557  
800-541-1822  
Fax (760) 873-8182  
e-mail: imaca3@qnet.com

**Child Development  
& Family Services**

**Head Start - State Preschool**  
Administrative Office  
218-A S. Main St.  
Bishop, CA 93514  
(760) 873-3001  
Fax (760) 872-5570

**Community Connections  
for Children**

P.O. Box 8571  
Mammoth Lakes, CA 93546  
800-317-4600  
(760) 934-3343  
Fax (760) 934-2675

**REACH**

568 Central St.  
Bishop, CA 93514  
(760) 873-3021  
Fax (760) 873-2764

**Glass Mountain  
Apartments**

3554 Main St.  
Mammoth Lakes, CA 93546  
(760) 924-3888

**Mt. Whitney Apartments**

375 N. Mt. Whitney Dr.  
Lone Pine, CA 93545  
(760) 876-4272  
e-mail: imaca2@qnet.com

**Valley Apartments**

156 E. Clarke St.  
Bishop, CA 93514  
(760) 873-8557

**Anita J. Sonke  
Controller**

**BIOGRAPY**

Current Position

Controller for Inyo Mono Advocates for Community Action – February 2012

Past Experience

2012 – 2008 Fiscal Officer/Controller Yerington Paiute Tribal Housing Authority  
2008 – 2006 Accountant – Office Manager Crossroads Mortgage  
2005 – 2004 Business Advisory Consultant – Inyo County Office of Education  
2004 – 2003 Staff Accountant – Cocherell & Company, A CPA Firm  
2001 – 1999 Accounting Manager – Paiute Palace Casino  
1999 – 1978 Fiscal Supervisor – Inyo County Public Works Road Department

34 Years of accounting, consulting and managerial experience

Education

Masters of Business Administration – University of La Verne  
Bachelors of Science Degree – University of La Verne  
Real Estate License

*Serving Inyo, Mono & Alpine Counties since 1981*

*www.imaca.net*

## **PROFESSIONAL EXPERIENCE:**

### **Housing and Planning Director**

*Inyo Mono Advocates for Community Action, Inc., Bishop, CA*

April 2010 to Present

Prepared applications, plans, timelines, schedules, budgets and other information for housing development proposals; coordinated environmental review process; prepared funding source reporting; operated and managed Agency's affordable housing projects; administered contracts, and construction projects and implemented procurement procedures in compliance with applicable local, state and federal regulations; and coordinated Housing Choice Voucher Program.

### **City Planner**

*City of Vacaville, California*

November 1990 to October 2004

Managed the Current Planning Division in the City's Community Development Department. Supervised Division planning staff, preparing and managing the budget, and coordinating complex planning projects. Chaired the City's Project Review Committee, which evaluated development projects and recommended conditions of approval. Presented planning projects to neighborhood groups, Planning Commission and City Council. Retired from city government in 2004.

### **City Planner**

*City of Los Alamitos, California*

January 1985 to November 1990

Responsible for all current and advance planning activities in the City. Administered City's CDBG Program. Coordinated a comprehensive update of the General Plan, including the Housing Element, and consistency amendments to the Zoning Map and Code. Prepared environmental documents in compliance with the California Environmental Quality Act. Reviewed and approved parcel maps and prepared recommendations on tentative maps consistent with the California Subdivision Map Act.

### **Assistant Planner**

*City of Bellflower, California*

1982 to January 1985

Prepared and presented staff reports to the Planning Commission. Chaired and coordinated meetings of the City Development Review Board. Conducted code enforcement for the City. Prepared Housing Element Update for City.

## **EDUCATION:**

### **California State Polytechnic University, Pomona**

Pomona, CA

Bachelor of Science, Urban Planning 1981

### **Fullerton College**

Fullerton, CA

Associate of Arts, Liberal Arts 1977

**KATHLEEN A. KEESLER**

506 Grove Street  
Bishop, California 93514  
Phone: 760 872-2909

**EMPLOYMENT**

December 2010 to Present

PROGRAM SPECIALIST

IMACA

Section 8 Housing. Program requirements include: maintenance of waiting list for clients, landlords who will accept the program, accessible rental units in the area and current rental listings; interviews/briefings with prospective tenants and admissions to the program; initial and annual inspections of rental units; processing necessary forms to complete lease-up and annual recertification of tenants; maintenance of client/tenant files; maintenance of client confidentiality. I have completed the most recent training through the federal website and am certified to use the state and federal websites to receive and process confidential information necessary to perform the job.

I have recently been assigned the duties of overseeing Valley Apartments. My duties include: maintenance of a waiting list; determination of eligibility, interviewing and leasing-up of new tenants; gathering input from tenants, assisting apartment manager and tenants as necessary.

March 2009 to Present

OFFICE ASSISTANT/PROGRAM ASSISTANT

IMACA

Coordinator of CWEP Program. Responsibilities include: establishing and maintaining effective working relationship with clients, Health and Human Services Staff members and work site representatives; assisting clients with required paperwork; obtaining job sites suited to client's particular skills and aptitudes, when possible, with the hope of encouraging a work situation that will result in employment; maintaining timesheets and spreadsheets of client information and progress with the program; maintenance of client confidentiality.

I have also provided support to both the Weatherization and LIHEAP programs by assisting clients with completion of applications; establishing client files and maintaining correspondence with both clients and energy suppliers. I have assisted with the party and commodities program in Lone Pine both in distribution and keeping the party and the office stocked and clean. I have performed all duties required at the front desk.

1980 to Present

TREASURER/BOOKKEEPER GRACE LUTHERAN CHURCH  
PRESCHOOL DAYCARE & KINDERGARTEN

Responsible for management of finances of the school. Recording of payments and donations received and bank deposits; accounts payable from journal entries through payments; monthly payroll of employees, including federal tax deposits. Preparation and analysis of annual budget; monthly, quarterly and yearly profit and loss statements; quarterly and annual state and federal tax returns, including W2s and transmittals to federal agencies. Sub-journals including equipment purchases, bank reconciliation, special fund accounts, payroll records. In 2002 converted the school to Quickbooks Pro computer bookkeeping.

2000 to Present

PAYROLL BOOKKEEPER MIKE BALL  
Duties include payroll and federal deposits; quarterly and annual state and federal tax forms.

1979 to 2007

BOOKKEEPER/CO-OWNER KEESLER AUTOMOTIVE  
Managed all financial affairs of this small business. Responsible for accounts payable and receivable from daily entries through monthly statements and payments; payroll based on salary, commission, percentage and hourly wages; acquisition, maintenance and auditing of workman's compensation, liability and medical insurance policies; preparation of profit and loss statement on a monthly, quarterly, semi-annual and annual basis. Maintenance of sub-journals, including equipment purchases, inventory of supplies, tools and products for sale; general ledger, including year-end profit and loss closing. Responsible for all banking procedures: deposits, bank reconciliation, petty cash and monthly federal payroll deposits. Completion and filing of quarterly and annual state and federal returns, sales tax and county property tax. Establishment and maintenance of depreciation and amortization of equipment and leasehold improvements; preparation of compilation of data for tax returns; tax forms and transmittals for employees and vendors to state and federal governments. In 2001 converted business to computer system. Currently using Quickbooks Pro for the bookkeeping system.

**EDUCATION**

Graduated Bishop Union High School 1966.  
Attended one year Pasadena City College 1966 – 1967.

**QUALIFICATIONS**

I have been working at IMACA since March of this year. I have had Training in the Section 8 Program and completed an EXCEL workshop. I have been support to several different programs and am always open to new challenges and learning new skills. I am able to establish and maintain a good rapport with people. I like my job. I believe in IMACA's mission.

**REFERENCES:**

Mike Colbert  
Board of Education Chairman Grace Lutheran Church  
255 West Street  
Bishop, CA 93514  
(760) 873-4806

Karen Inderbieten, Director  
Grace Lutheran Church Preschool & Day Care Center  
430 Grandview Drive  
Bishop, CA 93514  
(760) 873-723

Don Rossano  
Business Financial Services  
287 Academy Avenue  
Bishop, CA 93514  
(760) 873-3448

Cathy Lytle  
HCR 62, Box 1090  
Bridgeport, CA 93517  
(760) 647-6157

## **SUBRECIPIENT AGREEMENT**

### **AGREEMENT BETWEEN THE CITY OF BISHOP AND INYO MONO ADVOCATES FOR COMMUNITY ACTION, INC. (IMACA) FOR A MULTI-FAMILY HOUSING PROJECT (RECONSTRUCTION OF VALLEY APARTMENTS) FUNDED THROUGH THE 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

THIS AGREEMENT, entered this 25th day of March, 2013 by and between the City of Bishop (herein called the "Grantee") and Inyo Mono Advocates for Community Action, Inc. (IMACA) (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the State of California, Department of Housing and Community Development ("the Department"), State Community Development Block Grant Program originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds; and

WHEREAS, IMACA is duly qualified as a Subrecipient in accordance with all state and federal regulations and is certified as a Community Housing Development Organization (CHDO) by the California Department of Housing and Community Development.

NOW, THEREFORE, it is agreed between the parties hereto that;

#### **I. SCOPE OF SERVICE**

##### **A. Activities**

The Subrecipient shall be responsible for administering a State CDBG Grant in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

## **Program Delivery**

Activity #1 The City of Bishop hereby agrees to grant funds allocated to the City through the 2013 CDBG Program to Inyo Mono Advocates for Community Action, Inc. (IMACA), a non-profit Agency, to reconstruct the 19-Unit Senior/Disabled- and Income-Restricted (low, very-low and extremely-low income) Valley Apartments located at 156 E. Clarke Street, Bishop, California. Specific activities include relocation of the Valley residents, demolition and removal of the existing structures, site remediation (if required), installation of all utilities, construction of a new, 19-unit apartment building, and site and landscape improvements.

## **General Administration**

The City of Bishop and IMACA shall perform all general administrative services in support of Activity 1. These responsibilities include overall program management, coordination, monitoring, reporting and evaluation. Both agencies shall coordinate responsibilities with respect to review, verification and processing of invoices and requests for payments, file maintenance and record-keeping, and reporting.

### **B. National Objectives**

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activities carried out under this Agreement will meet the National Objective of benefiting low- and moderate-income persons. This objective will be met by providing housing for approximately 24 low-income and/or persons with disabilities, including developmental disabilities.

### **C. Levels of Accomplishment – Goals and Performance Measures**

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
Activity #1	2 persons	24 persons

*NOTE: Unit of service is a target income person.*

Activity #1 is the reconstruction of the 19-unit affordable and senior/disabled Valley Apartment complex located at 156 E. Clarke Street, Bishop, California.

D. Staffing

The following individuals shall complete each activity specified in 1.A. above:

Keith Caldwell – Bishop City Administrator/Community Services Director

Cheryl Solesbee – Bishop Assistant Finance Director

Jill Paydon – IMACA Executive Director

Anita Sonke – IMACA Controller

Larry Emerson – IMACA Housing and Planning Director

Kathie Keesler – IMACA Program Specialist

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 2013 and end on the \_\_\_\_\_ day of \_\_\_\_\_, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

**III. BUDGET**

<u>Line Item</u>	<u>Amount:</u>
Activity #1. Reconstruction of the Valley Apartments	\$781,708.00
General Administration	\$ 69,767.00
Activity Delivery Costs	\$ 148,525.00
<hr/>	
<b>TOTAL</b>	<b>\$1,000.000.00</b>

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$1,000,000.00. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in

the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

<u>Grantee</u>	<u>Subrecipient</u>
<u>Keith Caldwell, City Administrator</u>	<u>Jill Paydon, Exec. Director</u>
Grantee <u>City of Bishop</u>	Subrecipient <u>IMACA</u>
[Address] <u>277 W. Line St.</u>	[Address] <u>224 S. Main St.</u>
[City, State, ZIP] <u>Bishop, CA 93514</u>	[City, State, ZIP] <u>Bishop, CA 93514</u>
[Telephone] <u>760-873-5863</u>	[Telephone] <u>760-873-8557</u>
[Fax Number] <u>760-873-4873</u>	[Fax Number] <u>760-873-8192</u>

**VI. ACKNOWLEDGEMENT OF NO VALLEY DEBT OBLIGATION BY GRANTEE**

Grantee and Subrecipient acknowledge and agree that no portion of this Agreement or an award of State 2013 CDBG funding shall obligate the Grantee to pay current outstanding or future debt on the Valley Apartments property. Subrecipient is solely responsible for all financing and loan obligations on the Valley Apartments property located at 156 E. Clarke Street.

**VII. ACKNOWLEDGEMENT THAT AGREEMENT DOES NOT CONSTITUTE DEVELOPMENT ENTITLEMENT FOR RECONSTRUCTION OF VALLEY APARTMENTS**

Subrecipient understands and acknowledges that this Agreement does not provide any approval or entitlements to reconstruct the Valley Apartment complex. Subrecipient shall be responsible for complying with all City of Bishop Zoning Regulations and all General Plan requirements for the project. Subrecipient further acknowledges that full environmental review of the project is required in compliance with the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).

## **VIII. GENERAL CONDITIONS**

### **A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### **B. "Independent Contractor"**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

### **C. Hold Harmless**

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

### **D. Workers' Compensation**

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be

incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

**IX. ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by State and Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final

payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report yearly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and

from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program

assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the regional area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real

property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

**X. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

**XI. PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of

the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained in Attachment A.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

## 2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

### “Section 3” Clause

- a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial

assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons

within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b) Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

- a) Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.
- b) Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c) Content: The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) Selection Process: The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who

fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

**XII. ENVIRONMENTAL CONDITIONS**

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are

fifty years old or older or that are included on a Federal, state, or local historic property list.

**XIII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XIV. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XV. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XVI. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Grantee]

[Subrecipient]

By Keith Caldwell  
Chief Elected Official or Executive Officer

By Jill Paydon  
Title Executive Director

Attest \_\_\_\_\_  
ASSISTANT CITY CLERK

Countersigned: \_\_\_\_\_  
FINANCE OFFICER

By \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. \_\_\_\_\_

\_\_\_\_\_  
CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

\_\_\_\_\_  
CONTRACT COMPLIANCE SUPERVISOR

**TASK #1. RECONSTRUCTION OF THE VALLEY APARTMENT  
COMPLEX FOR LOW-INCOME SENIORS AND  
PEOPLE WITH DISABILITIES**

**SCOPE OF SERVICES**

A. Principal Tasks

Inyo Mono Advocates for Community Action, Inc. (IMACA), hereinafter referred to as “the Subrecipient”, will be responsible for administering an allocation of the 2013 Community Development Block Grant (CDBG) Program to reconstruct the 19-unit Valley Apartment complex for low-income seniors and people with disabilities, also referred to as “the Multi-Family Housing Rehabilitation Project”, for the City of Bishop, hereinafter referred to as “the Grantee.” The Subrecipient will administer all tasks in connection with the aforesaid program in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

The major goal of the Subrecipient’s efforts under this Agreement will be completion of the Housing Rehabilitation Project per the Subrecipient’s proposal of March 25, 2013, as amended and approved by the Grantee on \_\_\_\_\_. Changes to the program goals, scope of services, schedule or budget, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and Grantee.

To accomplish the goal and complete the reconstruction of the Valley Apartments, the major tasks that the Subrecipient will perform include, but are not necessarily limited to, the following:

**1) The Multi-Family Housing Rehabilitation Project shall include, as a minimum, the following tasks:**

- a) Preparation of Plans and Specifications for the Project. Subrecipient shall contract with a qualified architect to prepare detailed plans for the Reconstruction of the Valley Apartments. The plans shall include all drawings necessary to obtain building and grading permits from the City. Approximate time required: 6 months. Estimated timeframe: Mid June to late December 2014.

- b) Compliance with City Zoning Standards and State and National Environmental Regulations, and Issuance of Building and Grading Permits. Subrecipient shall be responsible for obtaining approval of a Conditional Use Permit (CUP) for the project and complying with all applicable City Zoning Regulations and General Plan goals and implementing policies . In addition, Subrecipient must meet all of the requirements of the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). This will require approval of a Mitigated Negative Declaration and Finding of No Significant Impact (FONSI) for the development proposal. Subsequent to obtaining zoning and environmental clearances, the Subrecipient shall submit working drawings to the City for review and approval and issuance of building and grading permits. Approximate time required: 6 months. Estimated timeframe: Mid June to late December 2014.
  
- c) Temporary Relocation of Residents. Prior to execution of any contract with the State, Subrecipient will prepare a Relocation Plan in accordance with all applicable laws and regulations. The Relocation Plan will be reviewed with the Valley residents prior to approval. The Plan will include as a minimum the following elements: time frame for relocation; all expenses eligible for reimbursement; the type and amount of compensation for relocation expenses; list of alternative residential relocation properties available to residents; and procedures for appeal of expense reimbursement. After review and approval of the Relocation Plan by the State, the Subrecipient will work with the residents to implement the provisions of the plan. Approximate time required: 3 months. Estimated timeframe: mid January to mid April 2015.
  
- d) Demolition and Removal of Existing Structures. Subrecipient will contract to demolish the existing Valley Apartment complex in compliance with all applicable environmental standards and City regulations. Approximate time required: 2 months. Estimated timeframe: mid April to mid June 2015.
  
- e) Site Grading. Subrecipient will contract for rough and finish site grading for the new Valley Apartment Complex and parking lot improvements. Approximate time required: 1 month. Estimated timeframe: early mid June to mid July 2015.

- f) Reconstruction of 19-unit Apartment Complex. Subrecipient shall contract for reconstruction of the Valley Apartment complex. The scope of this work shall include all construction activities including foundation, framing, and roofing. Approximate time required: 8 months. Estimated timeframe: mid July 2015 to mid March 2016.
  - g) Parking Lot and Landscaping Improvements. Subrecipient shall ensure all parking lot and landscaping improvements are completed by a qualified contractor in accordance with applicable City standards and requirements. Approximate time required: 1 month. Estimated timeframe: mid March to mid April 2016.
  - h) Finish Work and Occupancy. Subrecipient shall work with contractor(s) to complete all construction on the Valley project. Residents relocated by the construction activities who would like to reside in the apartment complex shall be moved from their temporary quarters in accordance with the approved Valley Relocation Plan. Approximate time required: 1 month. Estimated timeframe: mid April to mid May 2016.
- 2) **Work write-ups:** The Subrecipient will complete a detailed work write-up of the work to be performed, including estimated costs of each activity, materials to be used, and industry or regulatory standards to be met. This write-up will be initialed and dated by the Grantee.
- 3) **Solicitation and selection of contractors:** The Subrecipient will assist with the identification, proper solicitation, and selection of contractors and subcontractors qualified to perform all aspects of the studies related to the preparation of Tax Credit and HOME Partnership applications. The Subrecipient will provide forms and sample contract formats to use in contracting with the contractors and will assist in ensuring that the description of the work contained in any contracts with contractors is accurate and complete.
- 4) **Approval of contractor payments:** As work progresses and as invoices are submitted by contractors, the Subrecipient will verify that the expenses are reasonable and the work has been completed properly and will authorize drawdown of funds from the Grantee, and disbursement to the contractors.
- 5) **Maintenance of case files and other records:** the Subrecipient will maintain files, including application and documentation of renter eligibility,

work write-ups (along with repayment/ recapture provisions), documentation of liens and any other forms of security, contractor selection criteria, copy of contract, documentation on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders, and approved contractor invoices for payment (with owner sign-off). The Subrecipient will maintain these and other program and financial records in accordance with the general requirements for record keeping specified in Section IX. of this Agreement.

**B. Staffing**

The Subrecipient shall assign the following staff as Key Personnel to the 2013 CDBG allocation for the Multi-Family Housing Rehabilitation Project:

<b>Staff Member Title</b>	<b>General Program Duties</b>	<b>Time Allocation</b>
Jill Paydon, Executive Director	General program oversight and administration; revision of forms and procedures; approval of sub consultants.	5 hours/week
Larry Emerson, Housing and Planning Director	Assist with revision of forms and procedures; outreach; intake and eligibility determinations; solicitation of contractors; maintenance of program records; preparation of funding applications; coordination of work with sub-consultants; consultation with City of Bishop regarding work product and selection of sub-consultants	30 hours/week
Anita Sonke, Controller	Administration and oversight of Financial Records; submission of approved contractor invoices	5 hours/week

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

**C. Project Schedule**

Unless amended by mutual written agreement by the Subrecipient and the Grantee, (Subrecipient's name) will perform the described tasks and complete the preparation of the development of an affordable rental housing project using

HOME Partnership and Tax Credit funds in conformance with the schedule attached as Exhibit 1.

D. Line Item Budget

The following is the budget for the 2013 CDBG Program allocation for the Reconstruction of the 19-unit Valley Apartment project to be administered by IMACA. Unless otherwise noted, this budget may only be modified through a formal written amendment approved by the Grantee.

Reconstruction Activities	\$781,708.00
General Administration	\$ 69,767.00
Activity Delivery	\$148,525.00
<hr/>	
<b>TOTAL</b>	<b>\$1,000,000.00</b>

**METHOD OF COMPENSATION/SCHEDULE OF PAYMENTS**

A. Direct Project Expenses

The Subrecipient may draw down funds to finance payments to contractors for the project. Any funds drawn must be limited to the amount expected to be disbursed within 10 working days from the date of drawdown, must be placed in one interest-bearing account, and must be disbursed to contractors within 10 days of receipt by the Subrecipient. Payments to contractors should be made on the basis of work completed, with a set-off of at least 10 percent until final inspection and sign-off of the completed work by the Subrecipient's staff and property owner.

**Exhibit 1**

**Reconstruction of the Valley Apartment Complex  
Schedule – 2013 CDBG Program**

<b>Tasks/Program Goals</b>	<b>Month 1</b>	<b>Month 2</b>	<b>Month 3</b>	<b>Month 4</b>	<b>Month 5</b>	<b>Month 6</b>	<b>Month 7</b>	<b>Month 8</b>	<b>Month 9</b>	<b>Month 10</b>	<b>Month 11</b>	<b>Month 12</b>
1. Preparation of Plans and Specs	X	X	X	X	X	X						
2. City Entitlements, Environmental Review, and Building Permits	X	X	X	X	X	X						
3. Temporary Relocation of Residents							X	X				
4. Demolition and Removal of Existing Structures									X	X		
5. Site Grading											X	X
6. Reconstruction of Apartments (begins after site grading—2 <sup>nd</sup> year)	X	X	X	X	X	X	X	X				
7. Parking Lot and Landscaping Improvements									X			
8. Finish Work and Occupancy											X	

**B. Relocation Assistance**

The Subrecipient may draw down funds as Relocation Assistance expenses are incurred, up to the approved line item budget level. Relocation Assistance must be provided in accordance with 24 CFR 570.606 and 49 CFR part 24.

C. Operations/Administrative Expenses

During start-up of the CDBG FY 2013 Grant for the Valley Reconstruction Project (Months 1–3), the Subrecipient may draw down on a monthly basis up to one-twelfth of the budgeted amount for Operations and Administration, to cover expenses actually incurred. After Month 3, drawdowns against the balance of budgeted funds for Operations and Administration must be based on costs actually incurred, and proportional to the percentage of the total authorized amount for the project that have been expended.

D. Affordability provisions [24 CFR 570. 208(a)(3)]:

For activities benefiting low- and moderate-income persons, the subrecipient must adopt and make public the grantee's standards for determining that for rental housing assisted under the program, the rents of units occupied by low- and moderate-income persons are "affordable."

E. Davis-Bacon requirements and other Labor Standards [24 CFR 570.603]:

These statutes require the payment of prevailing wages for CDBG-assisted construction work, including construction or rehabilitation of residential property containing eight units or more, in excess of \$2000. The Contract Work Hours and Safety Standards Act also applies to such activities.

F. Historic Preservation [16 U.S.C. 470 *et seq.* and 36 CFR Part 800]:

These requirements mandate (a) consultation with specified agencies having responsibility for historic preservation to identify properties listed (or eligible for inclusion) in the National Register of Historic Places that may be subject to adverse effects by the proposed CDBG activities, and (b) compliance with procedures or other requirements to avoid or mitigate such adverse effects.

G. National Flood Insurance Program [24 CFR 570.605]:

If a community has had notice for more than a year that an area has been identified by FEMA as having special flood hazards, CDBG funds cannot be spent for acquisition or construction purposes within that area unless the community is participating in the National Flood Insurance Program and such insurance has been purchased for the properties in question.

H. Relocation, Real Property Acquisition, and One-For-One Housing Replacement [24 CFR 570.606]:

The acquisition of real property for a CDBG-assisted project and the displacement of any person (family, individual, business, non-profit organization or farm) as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project must comply with 24 CFR 670.606 and 49 CFR part 24. The Subrecipient must also conduct its CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act, as amended, or Section 104(d), as applicable. In addition, there must be a one-for-one replacement of any occupied (or vacant, occupiable) low- and moderate-income dwelling that is demolished or converted to another use in connection with a CDBG-funded activity.

I. Lead-based Paint [24 CFR 570.608 and 24 CFR Part 35]:

There is a general prohibition against the use of any lead-based paint in connection with any CDBG activity involving the construction or rehabilitation of residential structures. If the structure was constructed prior to 1978, the tenants or purchasers must be notified of the hazards of lead-based paint poisoning; and, depending on the level of Federal assistance made available to the structure, paint inspection, risk assessment, treatment and/or abatement must be provided.

J. Program Income [24 CFR 570.500; 570.503(a), (b)(3) and (b)(7); and 570.504]:

A grantee must approve (a) whether a Subrecipient will be allowed to retain and use program income, and (b) for what activities the program income may be used. The use of such program income must be in compliance with all other applicable program requirements and, upon the expiration of the Subrecipient Agreement, any program income on hand or subsequently received by the Subrecipient must be returned to the grantee.

APPLICANT NAME: City of Bishop

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*\*Click on the box, drop-down menu or text box to enter information.*

ACTIVITY	SELECT	DOCUMENTATION	PAGE(S)
Housing Rehab Forms <i>(All pages)</i>	Required	All Forms and Documentation	72 to 142
<b>NEED</b>			
Overcrowding <i>(As listed in Appendix P)</i>	No Action Required	No Documentation Required	No Documentation Required
Rental Vacancy Rate <i>(As listed in Appendix P)</i>	No Action Required	No Documentation Required	No Documentation Required
National Objective Eligibility Worksheet	Required	Worksheet	76
<b>BENEFIT</b>			
Service Area Scores <i>(Low/Mod and Poverty scores)</i>	No Action Required	No Documentation Required	No Documentation Required
Beneficiary Documentation:	NO	NO	
- List:	-	-	
- List:	-	-	
- List:	-	-	
<b>READINESS</b>			
Activity Specific Operator Experience:	Subrecipient	Executed Contract	37
- Previous projects with CDBG or HOME funding	Yes	List: Willow Plaza	101
- Previous projects with <b>no</b> CDBG or HOME funding	Yes	List: Glass Mtn Apts	105
- All Funding in Place	No	Proposed Financing	
Site Control	Yes	Deed of Trust	127
Other Readiness Documentation: _____	YES	List: Draft Plans	136

**A. Activity Information:**

1. **Is this Activity Being Submitted Under the Community Development Allocation, the Native American Allocation or the Colonia Allocation?**  
*(Check only one box per set of activity application forms. A complete separate set of the forms in this section must be filled out for each allocation being applied for.)*

- Community Development Allocation**  
 **Native American Allocation**  
 **Colonia Allocation**

2. **Is any Program Income Being Committed to this Activity?**

- Yes**                       **No**

If "Yes", how much \$ \_\_\_\_\_

**Has the Program Income Been Identified in the Public Participation Process, Including Being Approved in the Application Resolution?**

- Yes**                       **No**

3. **How will the Requested CDBG Funds be Used?** *(Check **ONLY one** type Project.)*

- Multi-Family Rehabilitation Project (MFH) (14B)  
 Public Housing Modernization (14C)  
 Rehab of Other Publicly Owned Residential Buildings (14D)  
 Housing Real Property Acquisition for Rehabilitation (14G)  
 Residential Historic Project (16A)  
 Conversion of building(s) to housing units *(must stay within the existing foundation footprint)* (14G)  
 Acquisition of Vacant Land for MFH Development (14G)  
 Acquisition of existing MFH (14G)  
 Acquisition of existing Mobile Home Park (14G)  
 Acquisition for other Housing Activity (14G)

Describe: \_\_\_\_\_

4. **What is the Location of the Project Sites(s) Where the Activity will Occur?** **Note:** *The actual project address and map are required.*

156 E. Clarke Street, Bishop, CA 93514

Does the Applicant currently have site control?

Yes (If “Yes”, see Question 3 under Readiness.)  No

5. **Description of Activity:** Provide a brief narrative description of the proposed activity. The narrative should include specific information on who, what, when, where and how. Include a brief description of Need and how the project will meet a National Objective. **Remember:** *The National Objective is always based on the beneficiaries of the final use/result of the project.*

See attached description.

6. **Relocation Compliance for Multi-Family Project:** Will this activity trigger temporary relocation or permanent displacement of any “persons”?

Yes  No

If “Yes”:

- ✓ Explain: \_\_\_\_\_
- ✓ The grantee will be required as a special condition of the CDBG grant contract to submit GIN notices and a formal relocation or displacement plan for the project prior to release of grant funds. A properly signed acquisition notice to the seller will also be required per federal regulations.
- ✓ Add the associated cost into the Development Cost Breakdown below in “All Funding In Place” under Readiness.

If “No”:

- ✓ Explain how that determination was made: \_\_\_\_\_

**B. Need for Activity:**

The need for Housing Rehabilitation (HR) is primarily based 2010 Census data and American Community Survey (ACS) 5-year data, found in **Appendix P**. Since the applicant pool sets the range of scores for this data, the Department will use the data found in Appendix P to set the range for all applicants and apply scoring once the applicant pool dataset has been established.

1. **Overcrowding:** The total percentage of the Jurisdiction's housing stock that is overcrowded (1.01 or more occupants per room). Since the applicant pool sets the scoring range for all data driven criteria, during rating and ranking the Department will use the percentage provided in **Appendix P**.
2. **Rental Vacancy Rate (for MFH Projects):** Vacancy Rate data is derived from the 2010 Census and is listed in **Appendix P**. Since the applicant pool sets the scoring range for all data driven criteria, during rating and ranking the Department will use the percentage provided in **Appendix P**.

**C. Benefit:** *Be sure to include the page numbers for the items below in the Table of Contents above.*

1. **Service Area Scores – Jurisdictional Low/Mod and Poverty Percentages:** MFH Projects will be scored on jurisdiction-wide beneficiary data. Since the Applicant pool sets the scoring range for all data driven criteria, during rating and ranking the Department will use the Low/Mod percentage provided on HUD's Website for Low/Mod and the Poverty percentage provided in **Appendix A**.
2. **Total Number of Units in the Project:** 19
3. **Beneficiaries – Projects:** *(Answer the questions and follow the prompts in the chart on the following page to determine project eligibility based on beneficiaries.)*

MULTI-FAMILY HOUSING PROJECT (MFH)		
NATIONAL OBJECTIVE ELIGIBILITY WORKSHEET		
<b>A.</b>	What percentage of housing units benefiting from this proposed activity are Low/Mod households?	<u>100%</u>
<b>B.</b>	• If the answer to <b>Question A</b> above is <b><u>51% or greater</u></b> :	Continue to <b>Questions C and D</b> below.
	• If the answer to <b>Question A</b> above is <b><u>less than 51%</u></b> :	<b><i>STOP!</i></b> <i>Project does not meet the Low/Mod National Objective and is <b>ineligible</b>.</i>
<b>C.</b>	Is this for Acquisition of Vacant Land for MFH?	<input type="checkbox"/> <b>YES</b>
		<input checked="" type="checkbox"/> <b>NO</b>
		<b><i>Note:</i></b> Total Development Cost (TDC) is limited to the cost of Acquisition. Continue to <b>Question D</b>
<b>D.</b>	<b>For MFH Project – Acquisition with or without Rehabilitation:</b>	
	Enter the <b>Total Development Costs</b> (TDC) for this project:	<u>\$3,250,000</u>
	Enter the dollar amount of <b>CDBG funds requested</b> for this project:	<u>\$1,000,000</u>
	<b>Divide</b> CDBG funding amount <u>by</u> TDC (entire project total cost) = (percentage of CDBG funds relevant to TDC)	<u>30.8%</u>
	Is the percentage of CDBG funds <b><u>equal to or less than</u></b> the percentage of Low/Mod households shown in <b>Question A</b> above?	<input checked="" type="checkbox"/> <b>YES</b>
<input type="checkbox"/> <b>NO</b>		<b><i>Project funding amount is above the allowable level; must be reduced.</i></b>

4. **Beneficiaries (Number of Households):** Of the eligible households noted above, separate the Low-Income households by the following income ranges:

<u>81% AND ABOVE</u> <i>(Non-Low/Mod)</i>	<u>BETWEEN 51% - 80%</u> <i>(Low/Mod)</i>	<u>BETWEEN 31% - 50%</u> <i>(Very Low-Income)</i>	<u>BELOW 30%</u> <i>(Extremely Low-Income)</i>	<u>TOTAL</u> <i>Number of Households</i>
Not Eligible		5	14	19

- D. **Readiness:** *Be sure to include the page numbers for the items below in the Table of Contents above.*

1. **Activity-Specific Operator Experience – MFH Rehab Project:** Number of similar projects with CDBG or HOME funding completed by the jurisdiction since Program Year 2007-08:

0 (zero)       1 - 2       3 or more

Documentation required: *(Check all that apply.)*

- First page of grant agreement(s)
- First page of development agreement(s)
- Grant closeout letter(s) from CDBG or HOME
- Copy(ies) of Certificate of Occupancy or Recorded Notice(s) of Completion

Number of similar projects without CDBG or HOME funding completed by the jurisdiction since Program Year 2007-08:

0 (zero)       1 - 2       3 or more

Documentation required: *(Check all that apply.)*

- First Page of Grant Agreement(s)
- First Page of Development Agreement(s)
- Grant Closeout Letter(S) from CDBG or HOME
- Copy(ies) of Certificate of Occupancy or Recorded Notice(s) of Completion

**2. Funding in Place:**

- a) Check all applicable boxes.
- b) List where the funding is coming from and how much from each source.
- c) Fill out the funding breakdown in the chart below.
- d) Provide documentation supporting the funding listed.
- e) Include narrative in the Comments section below as necessary.
- f) *Include the page numbers for the supporting documentation in the Table of Contents above.***

On-Hand Program Income Funds Included in the Resolution.

Grant/Loan Award Letters (TCAC, CDLAC, ESG, etc.):

List:\_\_\_\_\_

Bank Loan Commitment Letters:

List:\_\_\_\_\_

Other Funding Commitments:

List:\_\_\_\_\_

TOTAL DEVELOPMENT COST (TDC) WORKSHEET								
	Dev. Cost Amounts	CDBG Funding (Enter From Summary Application)	Total Program Income In Place	Total Grant/Loan Awards In Place	Total Bank Loans In Place	Total Other Funding In Place	TOTAL FUNDING IN PLACE	GAP FUNDS NEEDED
ACQUISITION	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
REHABILITATION	\$3000000	\$1000000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$2000000
RELOCATION	\$250000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$250000
<b>TOTALS</b>	\$3250000	<b>\$1000000</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$2250000

Comments regarding Funding In Place and/or Cost Breakdown: \_\_\_\_\_

**3. Site Control:**

<u>Draft</u>	<u>Executed</u>	
<input type="checkbox"/>	<input type="checkbox"/>	City/County Owned Site
<input type="checkbox"/>	<input type="checkbox"/>	Purchase Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Option to Purchase
<input type="checkbox"/>	<input type="checkbox"/>	Option to Lease
<input type="checkbox"/>	<input type="checkbox"/>	Leasehold Interest
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Deed of Trust
<input type="checkbox"/>	<input type="checkbox"/>	Other Documentation of Site Control – List _____

**4. Other Readiness Documentation Provided:**

- Executed Subrecipient Agreement – Must detail subrecipient’s experience in similar CDBG-funded projects.

## **PROJECT DESCRIPTION FOR THE VALLEY APARTMENTS RECONSTRUCTION DEVELOPMENT**

### **PROJECT LOCATION:**

The apartment reconstruction site is located on the south side of E. Clarke Street, approximately 534 feet east of South Main Street and 100 feet west of Sneden Street. The street address is 156 E. Clarke Street and the Tax Assessor Parcel Number (APN) for the property is 01-212-05. Dimensions for the site are 150 feet of street and alley frontage by 130 feet deep for a total of .45 acres of land area.

The legal description of the property is as follows:

Lots 4, 5 and 6 of Block "HE" of the John B. Clarke Addition to the City of Bishop, in the County of Inyo, State of California, as per map filed in Book 1 Page 67 of Maps, in the office of the County Recorder of said County. Excepting therefrom the South 9 feet as conveyed to the City of Bishop, in Book 10 Page 413 of Deeds.

The site is in a Por. N ½ Sec. 7, T.7 S. R.33 E., Mount Diablo Baseline and Meridian (M.D.B. & M.), in the southern portion of the City of Bishop, County of Inyo, and State of California.

### **EXISTING CONDITIONS:**

The approximately .45 acre project site is located on the south side of Clarke Street between S. Main Street and Sneden Street and is currently developed with the Valley Apartments. The Valley Apartments include 19 affordable, senior-restricted dwelling units with 18 rentals and one manager's unit. The units are located in four attached one-story buildings which form a central courtyard and a separated, off-street parking area with 14 spaces. Vehicle access to the parking is from a driveway off Clarke Street. A one-way (west to east) alley abuts the site to the south and provides pedestrian but not vehicular access. There is a 500-gallon propane tank along the east property line. The propane tank and parking are shared with the IMACA Head Start Program property to the east. The site is completely covered with paving and buildings except for a large cottonwood tree and raised planter bed in the courtyard area.

### **SURROUNDING LAND USES AND SETTING:**

Inyo Mono Advocates for Community Action, Inc. (IMACA) is the property owner for the Valley Apartments and the Head Start Program site located to the east. Adjacent to the west of the Valley Apartments is a parking lot for an automobile sales and repair business. To the south, across a 19-foot wide alley, is an auto body and paint facility and commercial businesses. A day care center and single family residence are located to the north across Clarke Street. The Valley Apartments site and all

surrounding properties are zoned C-1, General Commercial and Retail and designated General Commercial in the Land Use Element of the General Plan.

#### **SITE DEVELOPMENT HISTORY:**

A single-family residence with 727 square feet was constructed on the property in 1940. This dwelling is now the manager's unit for the Valley Apartments and is located at the northwest corner of the site. In 1950, an 18-room motel with approximately 5,554 square feet was built adjoining on the property adjoining the residence. All of the units contain a small kitchen and most of the apartments have 260 square feet of living area. A couple of the apartments are slightly larger with more kitchen area. Two off-street parking areas with access from Clarke Street were also constructed for the site. The courtyard parking area, in which parking is now prohibited, included 16 spaces and two, one-way driveways. The east parking area, which is shared with IMACA Head Start, has 14 parking spaces and a one-way driveway off Clarke Street..

IMACA, with low-interest loans from the California Department of Housing and Community Development, purchased the motel complex and residence in 1981. Funding from the state was also used to rehabilitate the structures and convert the motel into affordable apartments for seniors and people with disabilities. IMACA has owned and managed the apartment complex for over 30 years and the structures are showing age and deterioration. Major repairs have been made to many of the dwellings and the water and electrical delivery infrastructure is in need of replacement. Based on the age of the structures, the relatively small living area for residents, and the needed repairs, the IMACA Board of Directors has determined that the most appropriate course of action is to reconstruct the Valley Apartments.

#### **PROJECT DESCRIPTION:**

This is a development proposal to reconstruct the 19-unit Valley Apartment complex located at 156 E. Clarke Street, in the City of Bishop. Prior to demolition of the apartment buildings, which were constructed in 1940 and 1950, residents will be relocated to equivalent living quarters for the entirety of the construction period. Relocation will include moving the seniors and some residents who have disabilities along with all of their possessions to quality apartments and/or detached dwellings in the least disruptive manner possible. The project proponent, IMACA, will also make every endeavor to reduce the construction period with planning and coordination with building contractors.

Subsequent to the demolition and removal of the old motel and residence buildings, a new 19-unit apartment complex for occupancy by persons with disabilities and low-income seniors will be constructed. The two-story structure will be built on the west side of the property and an off-street parking lot with 24 spaces, including two accessible spaces will be provided on the east side of the site between the apartments and the IMACA Head Start Program buildings. Driveway access to the parking lot will be provided off of E. Clarke Street and the adjoining public alleyway on the south.

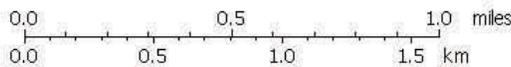
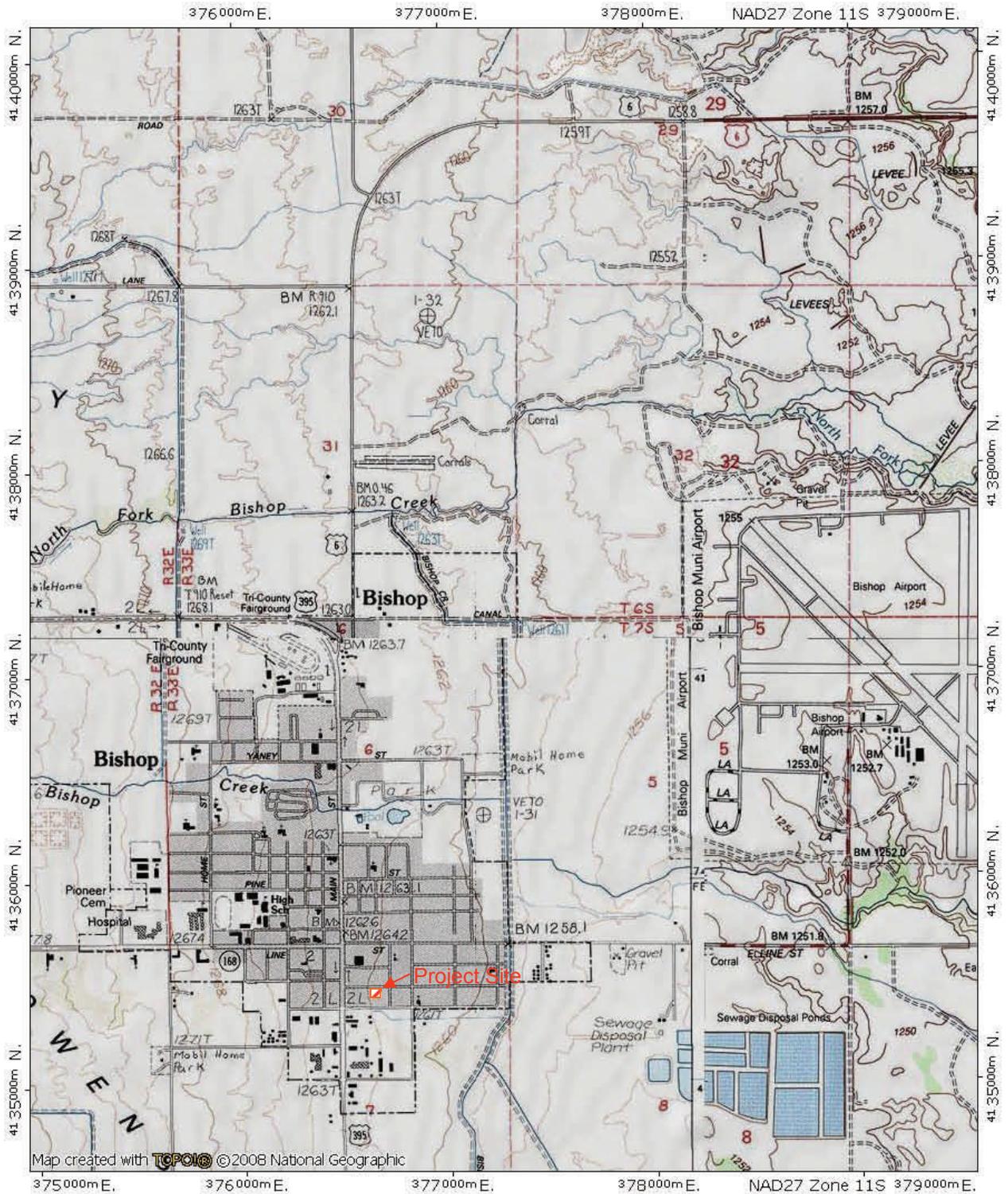
Walkways will be constructed from the parking area to the front and rear of the apartment building. An interior elevator and stairwell are provided at the front of the building and a second, inside stairway will be at the back, off the alley. Each of the efficiency units will include a combined bedroom and living room with a divider wall as well as a kitchen and bathroom. The current floor area for the residents will be increased from 260 sq. ft. to 405 sq. ft. The manager's unit will be constructed with a full bedroom and contain approximately 610 sq. ft. of interior living area. A common area with about 610 sq. ft. will also be provided for the residents and conceptually include a small kitchen area, lounge, exercise equipment and laundry. All of the living spaces will have an adjoining balcony or patio area. Common open space, located between the apartments and parking area will consist of a community garden and other appropriate amenities for seniors.

The existing Cottonwood tree and raised planter bed will be removed but in addition to the community garden and patio areas, the parking lot, front and rear yard setback areas and area along the walkways will be planted with landscaping. A trash enclosure with recycling area will be constructed off the alleyway and the shared propane tank relocated to the landscaped area between the parking lot and new building. Bicycle racks will be provided at both the front and rear building entrances.

#### **PROJECT SCHEDULE:**

The resident relocation, demolition, and construction schedule are primarily dependent on acquisition of funding for the development project. It is anticipated that relocation will take approximately two months and demolition of the buildings will require at least the same amount of time. With a substantially expedited construction schedule, it is estimated that the apartment complex can be completed in eight months. The total project schedule time frame is currently projected as one year from relocation to occupancy. At this point in time, the project proponent is striving to begin the reconstruction project in the Spring of 2014 and complete the construction in the Spring of 2015.

**NOTE: Reconstruction of the Valley Apartments is an eligible Multi-Family Housing Project in accordance with Section 105 (a) (4) of the HCDA. The proposal does not include an increase in dwelling unit density and the units will be retained for low- and very-low income seniors and people with disabilities.**



**VALLEY APARTMENTS RECONSTRUCTION PROJECT**  
**VICINITY MAP**  
**156 E. CLARKE STREET, CITY OF BISHOP, COUNTY OF INYO,**  
**CALIFORNIA 93514**



**CITY OF BISHOP  
VALLEY RECONSTRUCTION DEVELOPMENT PROPOSAL  
156 E. CLARKE STREET, BISHOP, CA 93514  
AERIAL LOCATION MAP**

## **DESCRIPTION OF NEED FOR THE VALLEY APARTMENTS RECONSTRUCTION DEVELOPMENT**

### Summary:

United States Census data from 2010 is an objective basis to evaluate the relative need for low- and moderate-income housing in a community but there are other very important factors to consider as well. The reason this issue requires additional analysis is because the Census data provides a wide angle view of the affordable housing needs in the City of Bishop whereas supplemental information helps focus and clarify these issues. For example, it is important to look at vacancy rates for both owner occupied units and renter occupied units separately. Vacant owner-occupied units have relatively little impact on the market for rental units.

In addition, a different type of needs assessment is required for senior and disabled housing developments such as the proposed project. One very significant factor is the current vacancy rate for similar types of development in the community. The Valley Apartment complex, which has been owned and operated by Inyo Mono Advocates for Community Action, Inc. since 1981, is always full and has a substantial waiting list. In addition, the City of Bishop's Housing Element indicates a Regional Housing Needs Assessment goal of 111 dwelling units for the period of time between 2008 and 2014. Only one new unit has been added to the housing inventory to date since 2008.

The reconstruction of the Valley Apartments is a critical need because it has provided affordable housing for both extremely low and very low-income seniors and people with disabilities for over thirty years in the City of Bishop. The current residents and others on the waiting list rely on these apartments to provide an adequate living environment. There is no comparable affordable housing development in the City and no new similar multi-family projects planned. If Valley is not rebuilt and ultimately becomes a market-rate rental housing or is demolished, the community and, of course the residents, will experience a tremendous loss.

### Age of Housing Stock:

The total percentage of Bishop's housing stock that was built pre-1970 is 55 percent per Appendix P of the 2013 State CDBG application. This is a substantial proportion of older housing stock. Even more significant is that the Valley Apartments, which are proposed for reconstruction, were originally constructed as a single family residence and hotel in 1940 and 1950, respectively. The apartments are only 260 square feet in

area, built for a different purpose, and are over 70 years old. The typical life span of most wood frame and stucco buildings, such as Valley Apartment structures, is 50 years. Further, the water delivery system, electrical and other infrastructure is antiquated and in need of replacement. Reconstruction of these 19 units is the only practical solution.

#### Overcrowding:

Appendix P of the 2013 State Block Grant application indicates that the percentage of housing stock that is overcrowded (1.01 or more occupants per room) is 7 percent for Bishop.

IMACA's experience in managing the Valley Apartments is that the demand is so great for this type of affordable housing that residents have permitted additional occupants even though the lease, and more importantly the size of the units (260 sq. ft.), does not allow it. The Agency has had to take action to evict additional occupants in compliance with the lease and Regulatory Agreement. This is a clear indication of overcrowding.

#### Vacancy Rates:

The Vacancy Rate for Bishop, as listed in Appendix P of the application, is 5.8 percent. This is not a true indication of the vacancy for either owner-occupied or renter-occupied units or both because it includes many vacation rental and second homes. Bishop is vacation destination for many outdoor enthusiasts. People travel from all over the world visit the area for fishing, hunting, climbing, skiing and other outdoor activities. It is also a popular area for retirees that move from the larger metropolitan areas to find a more rural environment.

A closer look at the Census data related to vacancy rates indicates that of the 182 units that are listed as vacant, 44 are sold but not occupied, 41 are seasonal, and 47 are other vacant. This leaves only 37 for rent, or 1.8 percent as vacant. This is a more realistic indication of the true rental vacancy rate in the community.

In fact, IMACA always has a significant waiting list for renters at Valley Apartments. The only time there is a vacancy is when an occupant moves. Listed below are waiting lists for other senior and disabled projects in this area:

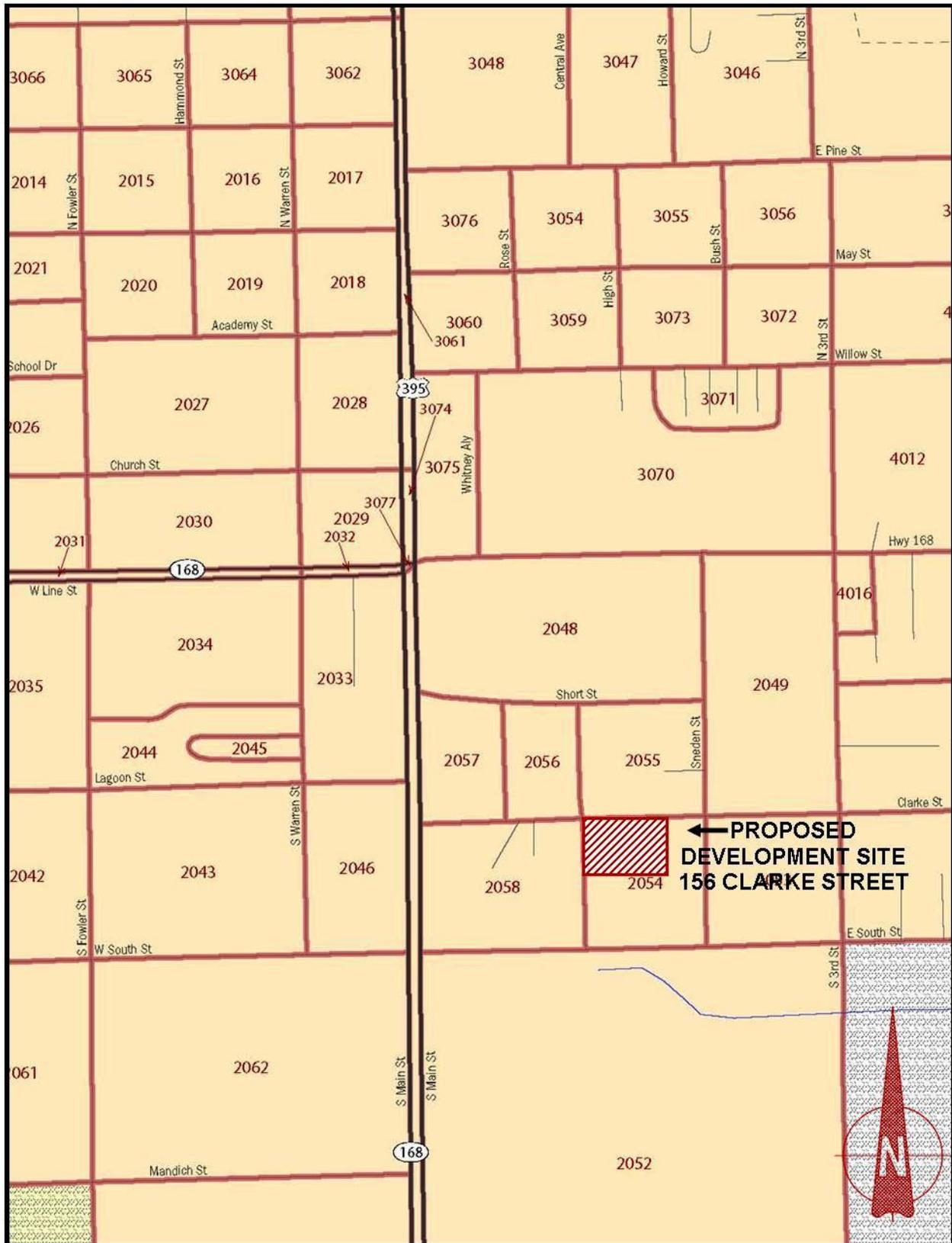
1. Inyo County Programs:
  - a. Conservator's Office - 3
  - b. Senior Programs - 15
2. Kern Regional Center: 5 single households (3 seniors); 2 families
3. Housing Choice Voucher (Section 8) Waiting List: 40 households
4. Sunrise Mobile Home Park Waiting List: 30
5. Willow Plaza Apartments Waiting List: (low-income any age) 20
6. Valley Apartments Waiting List: 9

Other Indicators of Need for this Project:

The attached photographs illustrate the current physical characteristics of the structures. The photos show the structural and infrastructure issues, as well as the age of the buildings and area of the units, and are evidence that the apartments should be rebuilt. Valley Apartment complex repair and maintenance records indicate increasing infrastructure failure, including major water leaks in lines that are two to three feet below the building foundations.

The most compelling evidence of need for this project comes from the stories told by clients to the IMACA housing staff. Almost daily, residents visit the IMACA offices, located throughout the Eastern Sierra, and request some type of affordable housing assistance. Many of these residents are older and have no social security, pension, or other safety net of financial support. They are homeless or at-risk of being homeless and in need of safe, decent, and low-cost housing. Loss of the Valley Apartments will have a major impact on the community and replacement housing for the residents would be almost impossible to provide at this time in Bishop. The proposed reconstruction of Valley Apartments will help provide needed housing for the lowest income residents and address the City's long-term housing goals.

Attachments:           2010 U.S. Census Data  
                              Apartment Waiting Lists



**CITY OF BISHOP  
HOUSING REHABILITATION PROJECT  
LOCATION & CENSUS BLOCK MAP**



B25004

VACANCY STATUS

Universe: Vacant housing units

2006-2010 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, for 2010, the 2010 Census provides the official counts of the population and housing units for the nation, states, counties, cities and towns. For 2006 to 2009, the Population Estimates Program provides intercensal estimates of the population for the nation, states, and counties.

	Census Tract 4 (part), Bishop city, Bishop CCD, Inyo County, California	
	Estimate	Margin of Error
Total:	182	+/-111
For rent	37	+/-60
Rented, not occupied	0	+/-132
For sale only	13	+/-20
Sold, not occupied	44	+/-69
For seasonal, recreational, or occasional use	41	+/-60
For migrant workers	0	+/-132
Other vacant	47	+/-71

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

While the 2006-2010 American Community Survey (ACS) data generally reflect the December 2009 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2000 data. Boundaries for urban areas have not been updated since Census 2000. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2006-2010 American Community Survey

Explanation of Symbols:

1. An '\*\*\*' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An '\*\*\*' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-



B25014

**TENURE BY OCCUPANTS PER ROOM**  
 Universe: Occupied housing units  
 2006-2010 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, for 2010, the 2010 Census provides the official counts of the population and housing units for the nation, states, counties, cities and towns. For 2006 to 2009, the Population Estimates Program provides intercensal estimates of the population for the nation, states, and counties.

	Bishop city, California	
	Estimate	Margin of Error
Total:	1,838	+/-183
Owner occupied:	757	+/-138
0.50 or less occupants per room	542	+/-141
0.51 to 1.00 occupants per room	215	+/-91
1.01 to 1.50 occupants per room	0	+/-132
1.51 to 2.00 occupants per room	0	+/-132
2.01 or more occupants per room	0	+/-132
Renter occupied:	1,081	+/-181
0.50 or less occupants per room	611	+/-177
0.51 to 1.00 occupants per room	341	+/-133
1.01 to 1.50 occupants per room	129	+/-78
1.51 to 2.00 occupants per room	0	+/-132
2.01 or more occupants per room	0	+/-132

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

While the 2006-2010 American Community Survey (ACS) data generally reflect the December 2009 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2000 data. Boundaries for urban areas have not been updated since Census 2000. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2006-2010 American Community Survey

Explanation of Symbols:

1. An '\*\*\*' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to



B25036

**TENURE BY YEAR STRUCTURE BUILT**  
 Universe: Occupied housing units  
 2006-2010 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, for 2010, the 2010 Census provides the official counts of the population and housing units for the nation, states, counties, cities and towns. For 2006 to 2009, the Population Estimates Program provides intercensal estimates of the population for the nation, states, and counties.

	Bishop city, California	
	Estimate	Margin of Error
Total:	1,838	+/-183
Owner occupied:	757	+/-138
Built 2005 or later	0	+/-132
Built 2000 to 2004	109	+/-71
Built 1990 to 1999	46	+/-44
Built 1980 to 1989	65	+/-48
Built 1970 to 1979	43	+/-38
Built 1960 to 1969	38	+/-39
Built 1950 to 1959	196	+/-80
Built 1940 to 1949	117	+/-60
Built 1939 or earlier	143	+/-81
Renter occupied:	1,081	+/-181
Built 2005 or later	0	+/-132
Built 2000 to 2004	28	+/-34
Built 1990 to 1999	32	+/-35
Built 1980 to 1989	127	+/-95
Built 1970 to 1979	323	+/-150
Built 1960 to 1969	309	+/-136
Built 1950 to 1959	117	+/-73
Built 1940 to 1949	133	+/-61
Built 1939 or earlier	12	+/-20

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

While the 2006-2010 American Community Survey (ACS) data generally reflect the December 2009 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2000 data. Boundaries for urban areas have not been updated since Census 2000. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.



B25005

VACANT - CURRENT RESIDENCE ELSEWHERE

Universe: Vacant housing units

2006-2010 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, for 2010, the 2010 Census provides the official counts of the population and housing units for the nation, states, counties, cities and towns. For 2006 to 2009, the Population Estimates Program provides intercensal estimates of the population for the nation, states, and counties.

	Census Tract 4 (part), Bishop city, Bishop CCD, Inyo County, California	
	Estimate	Margin of Error
Total:	182	+/-111
Vacant - current residence elsewhere	13	+/-20
All other vacant units	169	+/-110

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

While the 2006-2010 American Community Survey (ACS) data generally reflect the December 2009 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2000 data. Boundaries for urban areas have not been updated since Census 2000. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2006-2010 American Community Survey

Explanation of Symbols:

1. An '\*\*\*' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An '\*\*\*\*' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An '\*\*\*\*\*' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An '(X)' means that the estimate is not applicable or not available.



B25002

OCCUPANCY STATUS

Universe: Housing units

2006-2010 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, for 2010, the 2010 Census provides the official counts of the population and housing units for the nation, states, counties, cities and towns. For 2006 to 2009, the Population Estimates Program provides intercensal estimates of the population for the nation, states, and counties.

	Census Tract 4 (part), Bishop city, Bishop CCD, Inyo County, California	
	Estimate	Margin of Error
Total:	2,020	+/-201
Occupied	1,838	+/-183
Vacant	182	+/-111

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

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Source: U.S. Census Bureau, 2006-2010 American Community Survey

Explanation of Symbols:

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3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
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6. An '\*\*\*\*\*' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An '(X)' means that the estimate is not applicable or not available.

**LOW INCOME HOUSING INQUIRIES/WAITING LISTS**

NAME	ADDRESS	PHONE	S-8	VALLEY
Michael T [REDACTED]	Bishop	760 872-[REDACTED]	X	
Valerie B [REDACTED]	Thousand Oaks		X	
Kevin L [REDACTED]	Bishop	760 872-[REDACTED]	X	
Christine B [REDACTED]	Elk Grove	916 5090-[REDACTED]	X	
Sue M [REDACTED]	Big Pine		X	X
Kristen S [REDACTED]	Bishop	760 920-[REDACTED]	X	
Arline W [REDACTED]	Bishop	760 873-[REDACTED]	X	
Angel L [REDACTED]	Bishop	760 920-[REDACTED]	X	
Valin T [REDACTED] n	Bishop	760 937-0-[REDACTED]	x	
William B [REDACTED]	Bishop	760 937-5-[REDACTED]	x	
Katy H [REDACTED]	Bishop	760 666-7-[REDACTED]	X	
Janet S [REDACTED]	Bishop	760 582-[REDACTED]	X	
Susan P [REDACTED]	Bishop	760 872-6-[REDACTED]	X	
Gary L [REDACTED]	Claremont	951 533-0-[REDACTED]	X	
Jeff K [REDACTED]	Bishop	760 872-6-[REDACTED]	X	
Erica S [REDACTED]		408 706-3-[REDACTED]	X	
Bonnie R [REDACTED]	Bishop	760 920-[REDACTED]	x	
Alona K [REDACTED]	Bishop	760 920-[REDACTED] 6	X	
Megan L [REDACTED]	Bishop	760 590-[REDACTED]	X	
Nancy B [REDACTED]	Carson City, NV	775 88f3-[REDACTED]	X	
Diane M [REDACTED]	Bishop	760 614-[REDACTED]	X	
Holly K [REDACTED]	Vallejo	707 391-[REDACTED]	X	
Anna H [REDACTED]	Bishop	760 872-1-[REDACTED]	X	
Michelle F [REDACTED]	Bishop	760 590-[REDACTED]	X	
Bill T [REDACTED]	Roseville	760 290-3-[REDACTED]	X	

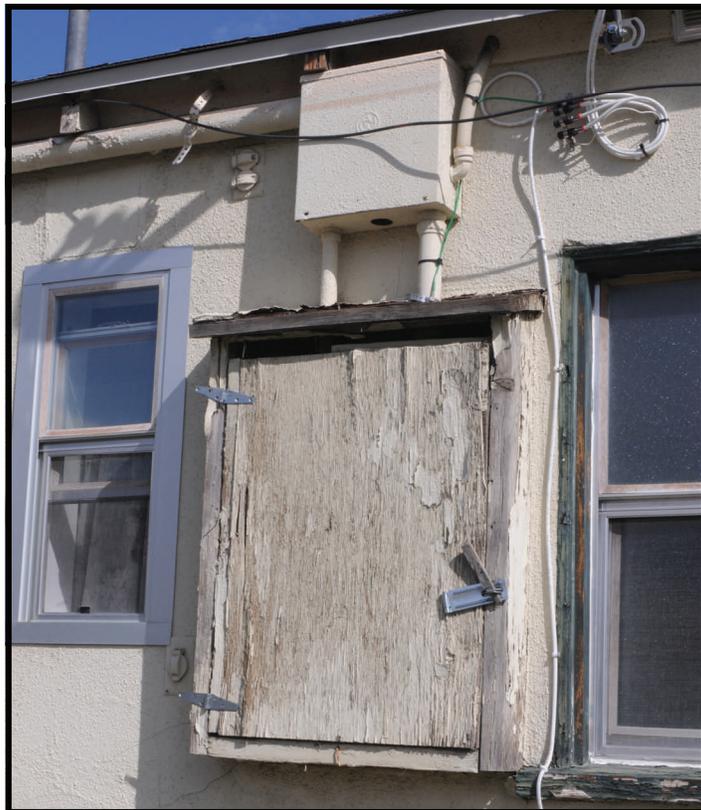
**WAITING LIST - MACIVER - SPRUCE APARTMENTS**

Date	Last Name	First Name	Address	Phone #	Senior	Disabled	Remarks
6/17/2010	D	Chris, Nicole, Carissa	N. Sierra Hwy Aptl L, Bish	258		X	
6/17/2010	E	Beverly	E Yaney St. Spc 55, Bisho	872-		X	Very excited, wants to garden there
6/17/2010	De	Robert	Home St., Bishop	258		X	
6/17/2010	Hu	Judi	Rosedale Dr., Independen	878-		X	
6/17/2010	Kir	Harold	N. Barlow, Bishop	916-690	X	X	
6/17/2010	M	Judi	Bishop			X	
6/17/2010	F	Vera	Short St., Bishop	873-	X		
6/17/2010	B	Dolores	So. Main St, Big Pine		X		
6/17/2010		James	E. South St. Unit A, Bisho	937-		X	
6/17/2010	k	Alona	PO Box Bishop	920		X	
6/17/2010	G	Paul	Fiora Ave, Bishop	873-	X		
6/17/2010	Lir	Roselyn Ann	Greenway, Big Bear City	909-885-		X	
6/17/2010	Ba	Mary Jo	Clarke St. #15, Bishop	872-	X		
6/17/2010	H	Betty Lee	N. 3rd St. #14, Bishop	872-	X		
6/17/2010	L	Bonnie	Lee St. #B, Bishop	872-	X	X	
6/17/2010	E	Ilene	Baskerville, Bishop	872-	X		
6/17/2010	C	Selma	Maclver, Bishop	872-	X		
6/17/2010	W	John	Grove #C, Bishop	872-	X		
6/17/2010	E	Irene	Macintosh, Bishop	873-	X		
6/17/2010	W	Dolores	E. Pine, Bishop	873-	X		
6/17/2010	W	Tom & Susie	E. Line St. #5, Bishop	873-	X		
6/17/2010	E	William	PO Box Big Pine	938-2-		X	
6/17/2010	S	Joanne	E. South St, Bishop	873-		X	
6/17/2010	K	Jeff	Bishop	872-3		X	

PHOTOGRAPHS OF VALLEY APARTMENTS



Valley Exterior Electrical



Valley Circuit Breaker Panel

PHOTOGRAPHS OF VALLEY APARTMENTS



Valley Rear Alley

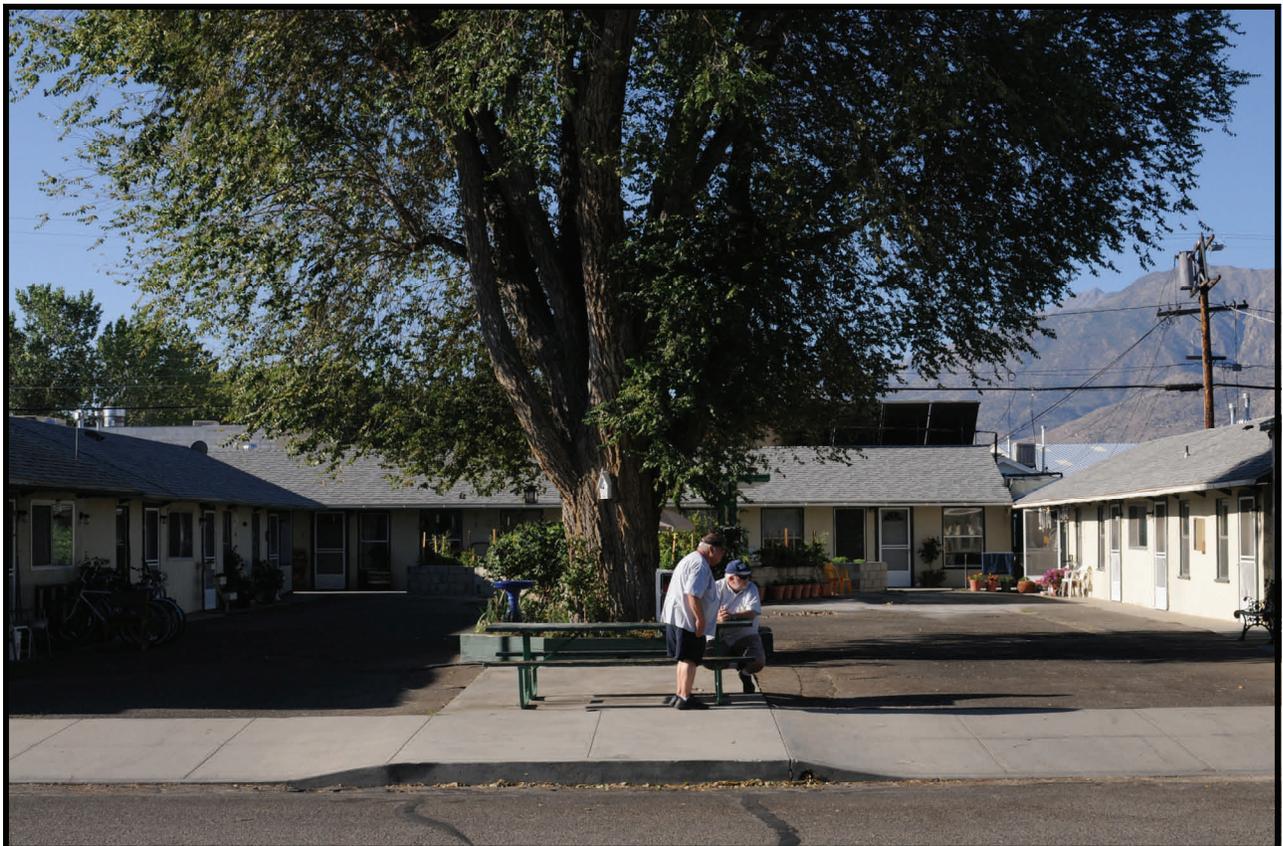


Valley Structure Constructed in 1940

PHOTOGRAPHS OF VALLEY APARTMENTS



Valley Apartment Kitchen

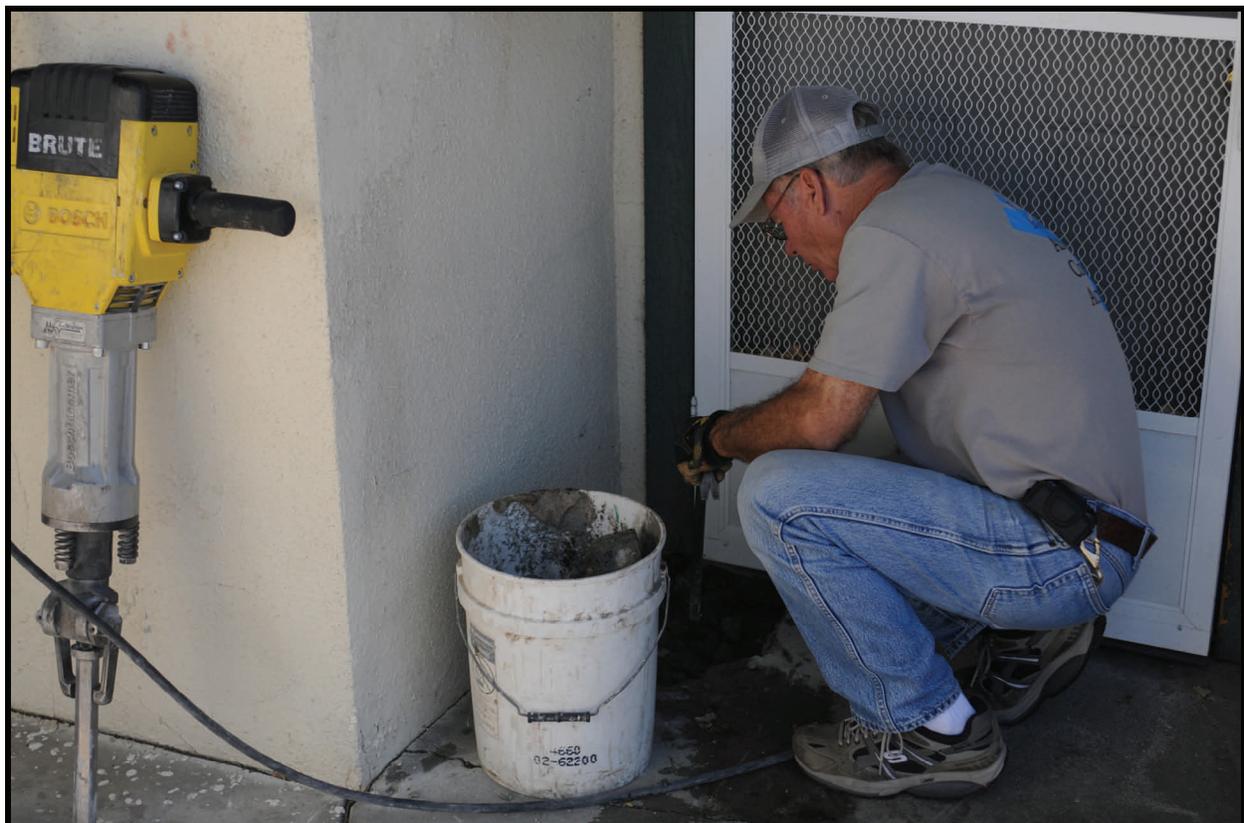


View of Valley/Old Motel Court from Clarke Street  
99

## PHOTOGRAPHS OF VALLEY APARTMENTS



Repair of Valley Underground Water Leak Inside Apartment Unit



Repair of Valley Underground Water Leak Outside Apartment Unit

## **ACTIVITY OPERATOR EXPERIENCE FOR VALLEY APARTMENTS RECONSTRUCTION PROPOSAL**

### **GRANTEE (CITY OF BISHOP):**

The City of Bishop, working with Pacific Properties, obtained a HOME Partnership loan to construct a low-income Work Force Housing Development in the community. The Willow Plaza Apartments are located at 324 Willow Street, in Bishop California. The 12-unit apartment complex includes two-story buildings, carports, laundry facilities, and a computer learning center and was completed in October of 2007. This development is similar in scale to the proposed Reconstruction of the Valley Apartments. (see attached documentation)

#### **Willow Plaza Apartments**

Type of Development: Multi-Family Housing

Location: 324 Willow Street, Bishop, CA 93514

Total Number of Units: 12

Unit Mix: 4 – 2 bedrooms and 8 – 3 bedrooms

Completed: October 2007

Total Construction Costs: \$2,666,510.00

Amenities: Office, laundry facilities, and a computer learning center.



### **SUBRECIPIENT (INYO MONO ADVOCATES FOR COMMUNITY ACTION):**

Inyo Mono Advocates for Community Action, Inc. (IMACA), the proposed activity operator for this Multi-Family Housing Rehabilitation Project, has owned and managed the Glass Mountain Apartments since 1996. The apartments were purchased through the Town of Mammoth Lakes with funding from the HOME Partnership program. Rehabilitation of these units is a continuation of an existing, affordable rental housing program.

Similar project experience includes completion of the Roof Support and Walkway Improvements for Glass Mountain Apartments in 2007. The work was funded through

the Community Development Block Grant Program. Improvements to the apartments included pouring a new concrete foundation and construction of walls to support the roof as well as installing new second floor walkways. The cost for this project was \$140,000. Documentation for this work, which is included with this application, is a copy of the contract with Mammoth Lakes Housing, Inc. dated May 15, 2007. More recent improvements to this apartment complex include refurbishing the laundry room, replacement of the building fascia, plumbing repairs and carpet replacement. The total expenditure for these improvements was approximately \$40,000.

In addition to this work experience with Glass Mountain Apartments, IMACA has completed numerous improvements in the last five years to the Valley Apartments in Bishop, California. These repairs included replumbing some units as well as extensive electrical rewiring to the apartment complex which is occupied by low-income seniors and people with disabilities.

**CONTRACTOR'S COPY**

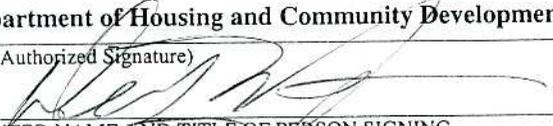
AGREEMENT NUMBER 05-HOME-1675
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY'S NAME  
**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
 CONTRACTOR'S NAME  
**City of Bishop**
- The term of this Agreement is: **Upon HCD Approval through November 30, 2063**
- The maximum amount of this Agreement is: **\$2,270,000.00**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Authority, Purpose and Scope of Work	3 page(s)
Exhibit B - Budget Detail and Payment Provisions	4 page(s)
Exhibit C - HCD General Terms and Conditions	18 page(s)
Exhibit D - State of California General Terms and Conditions	6 page(s)
Exhibit E - Special Terms and Conditions	0 page(s)
Exhibit F - Additional Provisions	N/A

**TOTAL NUMBER OF PAGES ATTACHED:** 31 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		California Department of General Service Use Only     <b>AUG 23 2006</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc) City of Bishop		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 8-14-06	
PRINTED NAME AND TITLE OF PERSON SIGNING Richard F. Pucci, City Administrator		
ADDRESS 377 West Line Street, Bishop, CA 93515		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME Department of Housing and Community Development		<input checked="" type="checkbox"/> Exempt from: Department of General Services Approval
BY (Authorized Signature) 	DATE SIGNED (Do not type) 8-23-06	
PRINTED NAME AND TITLE OF PERSON SIGNING Susan J. Phillips, Manager, Budget and Contracts Branch		
ADDRESS 1800 Third Street, Room 350, Sacramento, CA 95814		

# Certificate of Occupancy

City of Bishop

Department of Building and Safety

This Certificate issued pursuant to the requirements of the California Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the City regulating building construction or use. For the following:

Use Classification Multi Family Residential Building Permit No. 5550

Group R-3 Type of Construction V-N Building Address 324 Willow Street

Owner of Building Bishop Pacific Associates Address 13 - 12th Avenue South

Nampa ID  
By: [Signature]

Date: October 16, 2007

POST IN A CONSPICUOUS PLACE

# STANDARD CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES

THIS AGREEMENT is entered into as of this 15<sup>th</sup> day of May 2007 by and between MAMMOTH LAKES HOUSING, INC., hereinafter referred to as MLH, and INYO MONO ADVOCATES FOR COMMUNITY ACTION referred to as the IMACA.

WITNESS THAT MLH and IMACA do mutually agree as follows:

1. IMACA shall in a satisfactory and proper manner perform the tasks as defined in and attached hereto and shall be referred to as: SCOPE OF WORK
2. MLH shall furnish the following services, data, information and supplies to IMACA:
  - a. Act as a conduit for CDBG Funds and Grant Reporting Requirements for the rehabilitation of the Glass Mountain Apartments in an amount not to exceed \$140,000 per the 04-STBG-1964 Standard Agreement.
3. IMACA shall commence performance of this contract on May 29, 2007 and shall complete performance to the satisfaction of MLH no later than March 31, 2008 unless extended by mutual agreement as a written amendment to this contract.
4. IMACA is to provide invoices and/or bids to MLH on a monthly basis. MLH will then submit for a draw of the CDBG funds to HCD. Upon receipt of funds from HCD MLH will pay IMACA within 30 days.
5. IMACA agrees to maintain comprehensive professional liability insurance in the minimum amount of one million (1,000,000) per occurrence and three million (3,000,000) in aggregate per year. Current and renewal copies of the insurance certificate shall be provided to MLH.
6. Both parties have read this Agreement, received a copy of it, and agree to its terms. There are no other oral or written agreements between the parties pertaining to the subject matter of this Agreement. Both parties agree to follow all rules and regulations as set forth in the CDBG Standard Agreement and Grant Management Manual.

Date: 6/13/07

*Pamela Tenbrugg*

Date: 6/13/07

*Pam Gennady*

Scope of Work

1. IMACA shall repair and/or replace the plumbing, the walkways on the first and second floor, and various kitchen appurtenances at the 25 unit Glass Mountain Apartments as described in the scope of work for the CDBG Application as prepared by IMACA.
2. IMACA shall provide bids and/or receipts and a description of work completed on the Glass Mountain Apartments to MLH in order to obtain reimbursement for work completed.
3. IMACA shall provide information requested by MLH in a timely manner regarding the rehabilitation in order to facilitate reporting and record keeping.

*draft*

# **RELOCATION PLAN**

for the Reconstruction of the

## **VALLEY APARTMENTS**

156 E. Clarke Street  
Bishop, California, 93514

**March 2013**

This Relocation Plan has been prepared in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).

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Appendix A - Minutes of Tenant Informational Meeting

Appendix B - General Information Notices (GIN)

Appendix C - Notices of Nondisplacement

Appendix D - Sample Notice of Eligibility

Appendix E - Unit Walkthrough

Appendix F - Rehabilitation Schedule

Appendix G - Site Occupant Records-Residential (Handbook 1378 Appendix 8)

## PROJECT INFORMATION

### PROJECT DESCRIPTION:

This is a development proposal to reconstruct the 19-unit Valley Apartment complex located at 156 E. Clarke Street, in the City of Bishop. Prior to demolition of the apartment buildings, which were constructed in 1940 and 1950, residents will be relocated to equivalent living quarters for the entirety of the construction period. Relocation will include moving the seniors and some residents who have disabilities along with all of their possessions to quality apartments, motels/hotels and/or detached dwellings in the least disruptive manner possible. The project proponent, IMACA, will also make every endeavor to reduce the construction period through extensive planning and coordination with building contractors.

Subsequent to the demolition and removal of the old motel and residence buildings, a new 19-unit apartment complex for occupancy by persons with disabilities and low-income seniors will be constructed. The two-story structure will be built on the west side of the property and an off-street parking lot with 24 spaces, including two accessible spaces will be provided on the east side of the site between the apartments and the IMACA Head Start Program buildings. Driveway access to the parking lot will be provided off of E. Clarke Street and the adjoining public alleyway on the south.

Walkways will be constructed from the parking area to the front and rear of the apartment building. An interior elevator and stairwell are provided at the front of the building and a second, inside stairway will be at the back, off the alley. Each of the efficiency units will include a combined bedroom and living room with a divider wall as well as a kitchen and bathroom. The current floor area for the residents will be increased from 260 sq. ft. to 405 sq. ft. The manager's unit will be constructed with a full bedroom and contain approximately 610 sq. ft. of interior living area. A common area with about 610 sq. ft. will also be provided for the residents and conceptually include a small kitchen area, lounge, exercise equipment and laundry. All of the living spaces will have an adjoining balcony or patio area. Common open space, located between the apartments and parking area will consist of a community garden and other appropriate amenities for seniors and people that have physical or developmental disabilities.

The existing Cottonwood tree and raised planter bed will be removed but in addition to the community garden and patio areas, the parking lot, front and rear yard setback areas and area along the walkways will be planted with landscaping. A trash enclosure with recycling area will be constructed off the alleyway and the shared (with the IMACA Head Start Program buildings situated to the east) propane tank relocated to the landscaped area between the parking lot and new building. Bicycle racks will be provided at both the front and rear building entrances.

**RESPONSIBLE ENTITY:  
(RE)** City of Bishop  
377 West Line Street  
Bishop, CA 93514  
Post Office Box 1236  
Bishop, CA 93515  
Phone- (760) 873-5863  
Fax- (760) 873-4873  
cityclerk@ca-bishop.us

**CONTACT PERSON:** Keith Caldwell  
City Administrator/Community Services Director  
Phone- (760) 873-5863  
Fax- (760) 873-4873

**PROJECT NAME:** Reconstruction of Valley Apartments

**PROJECT ADDRESS:** 156 E. Clarke Street  
Bishop, California 93514

**PROJECT TYPE/UNITS:** Reconstruction of the 19-unit Valley Apartment Complex—includes 18 efficiency units, a manager’s unit, and a community room

**OCCUPANCY LEVEL:** 100 percent; apartment complex is fully occupied

**DEVELOPMENT TIME-LINE  
(Estimated):**

<b>Relocation:</b>	January 2014 (projected)
<b>Begin Reconstruction:</b>	July 2014 (projected)
<b>Complete Reconstruction:</b>	March 2015 (projected)
<b>Full Lease-Up/Occupancy:</b>	May 2015 (projected)

**REHABILITATION BUDGET:** Approximately \$2.5 million; relocation budget has not yet been established

**PROJECT FINANCING:** Federal Tax Credits (4% or 9%)  
State Community Development Block Grant Program  
HOME Program

**PROJECT DEVELOPER:** Inyo Mono Advocates for Community Action, Inc.  
IMACA  
224 S. Main Street  
P.O. Box 845  
Bishop, CA 93514  
Phone: (760) 873-8557  
Email/contact: <http://imaca.net/contact/>

**CONTACT PERSON:** Larry Emerson  
Housing and Planning Director  
Phone: (760) 873-3021  
Email: [lemerson@imaca.net](mailto:lemerson@imaca.net)

**PROJECT OWNER:** Inyo Mono Advocates for Community Action, Inc.  
IMACA  
224 S. Main Street  
P.O. Box 845  
Bishop, CA 93514  
Phone: (760) 873-8557  
Email/contact: <http://imaca.net/contact/>

**CONTACT PERSON:** Jill Paydon, IMACA  
224 S. Main Street  
P.O. Box 845  
Bishop, CA 93514  
Phone: (760) 873-8557  
Email: [jpaydon@imaca.net](mailto:jpaydon@imaca.net)

**PROPERTY MANAGEMENT:** Inyo Mono Advocates for Community Action, Inc.  
IMACA  
224 S. Main Street  
P.O. Box 845  
Bishop, CA 93514  
Phone: (760) 873-8557  
Email/contact: <http://imaca.net/contact/>

**SITE MANAGER** Kathie Keesler, IMACA  
224 S. Main Street  
P.O. Box 845  
Bishop, CA 93514  
Phone: (760) 873-8557  
Email: [kkeesler@imaca.net](mailto:kkeesler@imaca.net)

**GENERAL CONTRACTOR:** None at this time

**RELOCATION CONSULTANT:** None at this time

## **GOVERNING LAW**

### **Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970**

The URA, as amended by the URA Amendments of 1987, contains requirements for carrying out real property acquisition or the displacement of a person(s), regardless of income status, for a project for which HUD financial assistance is provided. The implementing regulations at 49 CFR Part 24 require developers and owners to take certain steps in regard to tenants of housing to be acquired, rehabbed or demolished, including tenants who will not be relocated even temporarily.

#### **Application of the URA to the Valley Apartments Reconstruction Project**

Relocation of existing tenants will be necessary during the reconstruction of the Valley Apartments and the URA does apply to this project. Alternatives to phase the project and avoid or reduce relocation are impractical due to the limited site area and physical constraints on the property.

A General Information meeting was held with the tenants at the Valley Apartments courtyard, 156 E. Clarke Street, on July 22, 2011. A second meeting was scheduled and conducted on April 4, 2013, to provide an update on reconstruction efforts and to reaffirm the applicant's commitment to ensuring the welfare of the project tenants. Additional meetings will be scheduled with tenants prior to the adoption of this plan. Following completion of reconstruction project, a tenant survey will be conducted to determine if all tenants continue to qualify to remain in the project and a Notice of Eligibility will be delivered to any tenants that no longer income-qualify to remain in the project and relocation assistance will be provided as required by the URA.

Inyo Mono Advocates for Community Action, Inc. intends to reconstruct the 19-unit apartment complex in the least amount of time necessary to demolish and clear the site and construct the new dwellings. During demolition and construction, it is hoped that the tenants will be relocated to the first phase of the Silver Peaks Apartments planned at the southwest corner of Maclver and Spruce Streets. In the likely event that the option is not available, then IMACA will provide assistance to tenants as required by law, including the provision of food vouchers and moving assistance, with the cost to be borne by the Agency. IMACA will assist tenants on a case-by-case basis as requests are made. Details of the relocation needs and assistance plan are provided below.

## **Section 104(d) of the Housing and Community Development Act of 1974**

Section 104(d) requires each State Recipient, as a condition of receiving assistance under HOME, to certify that it is following a residential anti-displacement plan and relocation assistance plan. Section 104(d) also requires relocation benefits to be provided to low-income persons who are physically or economically displaced as a result of a HOME-assisted project, and requires the replacement of low-income housing which is demolished or converted.

### **Application of Section 104(d) to the Valley Apartments Reconstruction Project**

Section 104(d) will apply to this project as low-income persons will be either physically or economically displaced by the reconstruction of this project. Low-income housing will be demolished but will be replaced with the same number of affordable dwelling units but which have more floor area and are considerably more livable and comfortable.

## **RELOCATION PLAN**

### **ASSESSMENT OF RELOCATION NEEDS**

#### **a) Temporary Displacement and Relocation During Reconstruction**

Temporary relocation of the Valley Apartments in Bishop, California is fully expected during the demolition and reconstruction of the 19-unit complex. The project proponent, IMACA, has evaluated the potential of phasing the development to reduce the potential impacts of relocation to the residents. However, the development site is less than one-half acre in area and shares a parking lot with the adjacent IMACA Head Start Program. It would be extremely impractical to phase the construction of a single, two-story 19-unit apartment building on this site.

IMACA, Inyo-Mono Associates for the Handicapped (IMAH), and the City of Bishop have formed an informal partnership to develop the phased, 72-unit Silver Peaks Apartments at the southwest corner of MacIver and Spruce Streets. This site is less than one mile from the Valley Apartment site. The preferred relocation plan is to build the first phase of Silver Peaks with 36 apartment units and relocate Valley residents during demolition and reconstruction activities.

Development of Silver Peaks is dependent on funding and purchase of the property from the Los Angeles Department of Water and Power and the timing may not accommodate the Valley Reconstruction project schedule. In the event that Silver Peaks is not constructed before Valley, residents will be provided relocation assistance to other temporary residential living quarters in full compliance with the law and this plan.

#### **b) Permanent Displacement and Relocation Following Reconstruction**

The Valley Apartment complex is currently restricted to income-qualified seniors or people with disabilities. The Valley reconstruction development will include the same qualification standards. Existing tenants will be offered dwelling units in the new apartment building at rental rates that will not exceed federal and state income standards. It is anticipated that the rents may increase slightly due to the construction costs and it is possible that some existing residents may be displaced. However, the project proponent will seek rental subsidies through the Housing Choice Voucher Program or other federal and state programs to pay the difference between the current rent and any increase. Following reconstruction of the project, a tenant income survey will be performed to determine if all tenants remain income-qualified to remain in the project. If it is found that there are tenants who no longer income-qualify, they will be provided with Notices of Eligibility and will be provided with relocation services as required by law.

## TENANT INFORMATIONAL MEETINGS

A tenant informational meeting was held on July 22, 2011 at the Valley Apartments Courtyard, 156 Clarke Street. All current residents of the Valley Apartments were invited to attend and informed about a financing issues with the State and a proposal to reconstruct the apartments due to the age and conditions of the structures if funding became available. They were also informed that their rents will not change at this time and that there would be additional meetings with the residents in the future as plans for the reconstruction progressed. Additionally, they were also told that if it does become necessary for them to temporarily relocate, they will be assisted in the relocation and will have the right to be reimbursed for certain expenses they incur, including the cost of moving and any additional housing costs.

## RELOCATION NOTICING

- <b>General Information Notice</b> -	Dated: July 15, 2011 Executed: Between July 15 and July 16, 2011
- <b>Tenant Survey</b> -	Date: Pending
- <b>Notice of Displacement</b> -	Dated: Pending Executed: Pending
- <b>Notice of Eligibility</b> -	Dated: Pending (if required) Executed: Pending (if required)
- <b>Move-in Noticing</b> -	Dated: Pending (if required) Executed: Pending (if required)

## RELOCATION ASSISTANCE PLAN<sup>1</sup>

No less than ninety (90) days prior to the scheduled demolition of the Valley Apartment complex, existing tenants will be provided written notice of proposed relocation assistance. This notice shall include, at a minimum: 1) at least one “comparable replacement home” that is available for each tenant; and 2) the earliest date by which the tenant must move. The notice shall also include a

<sup>1</sup>For temporary relocation of PERSONS NOT TO BE DISPLACED, reference HUD Handbook 1378 Section 2-4.

listing of all relocation expenses and costs eligible for reimbursement and the proposed replacement dwelling unit location and duration of displacement.

Residents of Valley Apartments shall be provided second notice no less than four weeks prior to demolition of the intent to begin construction activities and the proposed assistance procedures for relocation. Residents will then be relocated to the units constructed during the phase of the Silver Peaks development at the southwest corner of Maclver and Spruce Streets. It is the project proponent's intent to aggregate the tenants during displacement in one location to maintain the neighbor relationships developed at Valley. In the event this is not possible, then the Agency will seek alternative housing in close proximity to other replacement housing for tenants.

If the first phase of the Silver Peaks development has not been completed prior to Valley Reconstruction activities, then residents will be relocated to apartment units or hotel units that are equivalent to or greater in area than the current 260 sq. ft. apartments at Valley. All dwellings or hotel/motel units proposed for relocation shall include facilities for cooking and food storage as well as parking for vehicles and/or bicycles. In addition, all units proposed for relocation shall contain a minimum storage space of 10 cubic feet. IMACA will pay all costs associated with moving tenants to and their stay at the dwelling units or hotel/motel units.

## **ELIGIBLE & REIMBURSABLE COSTS**

**Eligible, and/or reimbursable, costs will be paid directly or reimbursed by the IMACA and may include the following to the extent required by state or federal law:<sup>2</sup>**

- a. **Advisory Services.** This includes referrals to comparable and suitable replacement homes, the inspection of replacement housing to ensure that it meets established standards, help in preparing claim forms for relocation payments and other assistance to minimize the impact of the move. If possible, the Agency shall provide referrals to at least three comparable replacement homes.
- b. **Payment for Moving Expenses.** The tenant may choose either a payment for actual reasonable moving and related expenses or a fixed moving expense and dislocation allowance. Moving expenses shall include as a minimum:
  - Transportation cost for displaced persons and their necessary personal property;

<sup>2</sup> HUD Handbook 1378, Section 2-4.b. requires that all conditions of temporary relocation be reasonable and that reimbursement be made for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation.

- Packing, crating, unpacking and un-crating, of displaced person's personal property, if required;
  - Disconnecting and reconnecting household appliances and other personal property (e.g. telephone and cable TV);
  - Storage costs for displaced person's personal property (this includes vehicle storage, if parking is not available at or near the replacement housing) requiring temporary storage while the tenant's unit is vacated, if required;
  - Replacement value of displaced person's personal property that is lost, stolen, or damaged in the process of moving if insurance coverage was not available; and
  - Insurance cost for the replacement value of displaced person's personal property in connection with the temporary move or storage;
- c. Replacement Housing Assistance. The tenant may choose either rental assistance or purchase assistance for a comparable replacement home that is:
- Decent, safe, and sanitary;
  - Functionally equivalent to (equal or better than) the current tenant unit;
  - Actually available for the tenant to rent;
  - Affordable;
  - Reasonably accessible to the place of tenant employment (if applicable);
  - Generally as well located with respect to public and commercial facilities, such as shopping and medical care, as the Valley Apartments;
  - Not subject to adverse environmental conditions; and
  - Available to all persons regardless of race, color, religion, age, sex, or national origin.

The amount of rental or purchase assistance shall be provided in accordance with applicable state and federal standards. The payment assistance need for each month is determined by subtracting the "base monthly rent" of the current tenant unit from the cost of rent and utilities for the new home. The assistance payment will also include the cost of:

- vehicle parking costs directly associated with housing or meals eaten out if meal preparation facilities are not available within the temporary housing;
  - meal costs if suitable facilities are not available in the provided housing to prepare meals; and
  - security deposits, cleaning deposits, credit checks, or other reasonable expenses necessitated by the temporary move or storage of displaced person's personal property.
- d. Other Services. Valley Apartment tenants may also be eligible for other services to minimize the impact of relocation. This assistance may include referral to appropriate public and private agencies that provide services concerning housing financing, employment, health, welfare, or legal assistance.

## **APPEAL PROCEDURE**

If the tenant disagrees with the Agency's determinations regarding relocation assistance, including the amount of payment or the adequacy of the referral housing, s/he may appeal the decision to IMACA. The appeal must be provided to the Agency in writing within sixty (60) days of receiving notification from IMACA. The Agency will assist the tenant in preparing an appeal, if necessary. The Agency shall provide a decision in writing to the tenant (appellant) no more than thirty (30) days from the receipt of the appeal. If the tenant is still dissatisfied, s/he may appeal the Agency decision to the State Department of Housing and Community Development (HCD). Finally, the tenant may seek review of the matter by the courts if not satisfied by the final administrative decision.

## **FUNDING SOURCES**

IMACA General Fund as financed through HOME and CDBG.

## **RESERVATION OF RIGHTS TO REVISE RELOCATION PLAN**

Inyo Mono Advocates for Community Action, Inc. reserves the right to revise this Relocation Plan to the extent permitted by state and federal law.

APPENDICES

# Appendix A

## Minutes of Valley Apartments Tenant Informational Meeting Held on July 22, 2011 at 9:30 a.m. in the Valley Courtyard at 156 E. Clark Street

IMACA Staff in Attendance: Daniel Steinhagen, Jane McDonald, Kathie Keesler, and Larry Emerson

Valley Tenants in Attendance (per sign-in sheet): Carmen Matson, Robert Bradley, Norma Spears, Beverly Wallace, John Bouwen, Paul Schultz, Don Thomas, Richard Kraft

Comments from residents:

1. There is no place in Bishop to relocate residents.
2. Residents can help with resolution of loan issue by writing letters.
3. Where do we store our furniture during relocation? Will we have access to a storage facility?
4. Concerned about potential rent increases.
5. Locks on doors need to be changed.

# **Appendix B**

## **General Information Notices (GIN)**

**- None at this time -**

# **Appendix C**

## **Notices of Nondisplacement**

**- None at this time -**

# Appendix D

- Sample -  
Notice of Eligibility

- None at this time -

# **Appendix E**

## **Unit Walkthrough**

**- None at this time -**

# **Appendix F**

## **Rehabilitation Schedule**

**- None at this time -**

# **Appendix G**

**- Site Occupant  
Records-Residential**

**- None at this time -**

RECORDING REQUESTED BY:

Hermosa Escrow Company, Inc.  
1040 Hermosa Avenue  
Hermosa Beach, CA 90254

INCL 254 PAGE 731

AND WHEN RECORDED MAIL TO:

Hermosa Escrow Company, Inc.  
1040 Hermosa Avenue  
Hermosa Beach, CA 90254

FOR RECORDS USE ONLY

4534

RECORDED AT REQUEST OF  
SAFECO TITLE INSURANCE COMPANY  
1981 AUG 27 AM 9:50

INYO CO. RECORDER  
MARGARET BROMLEY



DEED OF TRUST

THIS DEED OF TRUST is made this 21st day of August  
19 81, among the Trustor, Inyo Mono Advocates for Community Action Inc.  
(herein "Borrower") Hermosa Escrow Company,  
Inc., a California Corporation (herein "Trustee"), and the beneficiary,  
the California Department of Housing and Community Development, whose  
address is 921 10th Street, Sacramento, CA 95814 (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the  
trust herein created, irrevocably grants and conveys to Trustee, in trust,  
with power of sale, the following described property located in the County  
of Inyo, State of California:

Lots 4, 5 and 6 in Block "HE" of the John B. Clarke Addition to the City of  
Bishop, in the County of Inyo, State of California, as per map filed in Book 1  
Page 67 of Maps, in the office of the County Recorder of said County.

EXCEPTING THEREFROM the South 9 feet as conveyed to the City of Bishop,  
in Book 10 Page 413 of Deeds.

which has the address of 156 E. Clark Street Bishop  
(street) (City)

California 93514 (herein "Property Address").  
(State and Zip Code)

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject, however, to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures, including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating equipment, cabinets, mantels, refrigerating plant and refrigerators, whether mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, venetian blinds and other furnishings, now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated August 21, 1981 (herein "Note"), in the principal sum of Five Hundred Eight Thousand dollars, or such lesser amount as shall equal the aggregate amount disbursed to Borrower by Lender, with interest thereon, if any, providing for full payment, due and payable on August 21, 2006; and the performance of the covenants and agreements of Borrower herein contained, or contained in the Note, the Regulatory Agreement, or the Rehabilitation Agreement.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest, if any, on the indebtedness evidenced by the Note.

2. Application of Payments. All payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender to interest payable on the Note, only, except for the last payment which is due at the end of the term and shall be the principal of the note and any interest due.

3. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall pay when due all encumbrances, charges and liens, with interest in accordance with the term

thereof, on the Property or any portion which are inferior or superior to this Deed of Trust.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss of fire or hazards included within "special form" coverage. Coverage shall be in an amount which is at least equal to the replacement value of the structure(s). In addition, the Borrower shall insure against loss all furniture, equipment and other personal property owned by sponsor related to the operation of the development as a residential facility.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier, or in a manner agreed to by the Lender.

All insurance policies and renewals thereof shall be with loss payable to the Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the payment referred to on page 2 hereof or change the amount of such payment. If under paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

5. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment, demolition, or deterioration of the Property.

6. Protection of Lender's Security. Borrower shall appear and defend any action or proceeding purporting to affect the security hereof or the rights of the Lender. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, foreclosure, involuntary sale, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement or reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the highest rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any act on hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon any inspections of the Property, provided that Lender shall give Borrower and occupant notice prior to any such inspection.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of payment referred to on page 1 or change the amount of such payment.

9. Borrower Not Released. Extension of the time for payment of the sums secured by this Deed of Trust granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment by reason of any demand made by the original Borrower or Borrower's successors in interest.

10. Forebearance by Lender not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

11. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret to define the provisions hereof.

13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the address found on page 9, or at such other address as Borrower may designate by notice to Lender as provided herein and

(b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. Governing Law; Severability. This Deed of Trust shall be governed by the law of the State of California. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

16. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding exceptions set forth in the Note, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the loan may be assumed. If Lender has waived the option to accelerate provided in this paragraph and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 13 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, the Note, including the covenants to pay when due any sums secured by this Deed of Trust, the Regulatory Agreement, or the Rehabilitation Agreement, Lender shall mail notice to Borrower as provided in paragraph 13 hereof specifying: (1) the breach; (2) the action required

to cure such breach; (3) a date, no less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect from the Borrower, or sale proceeds, if any, all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust and (c) the excess, if any, to the person or persons legally entitled thereto as determined by Lender.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to

acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect such rents as they become due and use them in accordance with the provisions of the Regulatory Agreement.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

19. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any. The recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

20. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

21. Request for Notice. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address.

22. Statement of Obligation. Lender may collect a fee not to exceed \$15 for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.





# CLARKE STREET



**VALLEY APT. RECONSTRUCTION DEVELOPMENT SUMMARY**

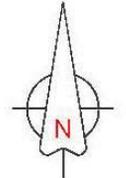
LOCATION: 156 Clarke St.

APARTMENT UNITS:  
 Two-Story Building  
 18 Efficiency Units-404 sq. ft.  
 1 1-Bedroom Unit- 609 sq. ft.  
 19 Units Total

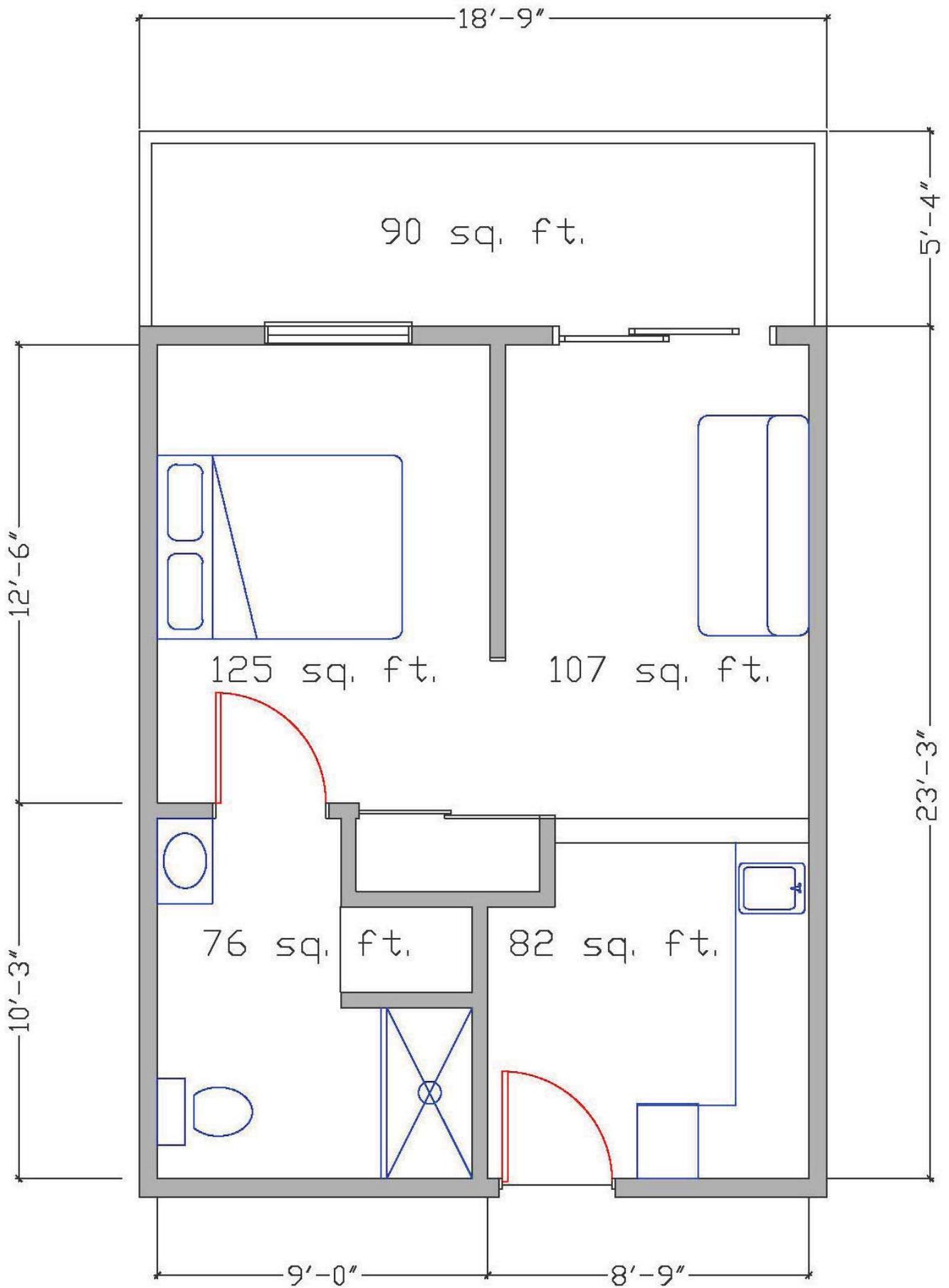
Community Room - 609 sq. ft.

OFF-STREET PARKING:  
 22 Standard  
 1 Accessible  
 1 Van Accessible  
 24 Spaces Total

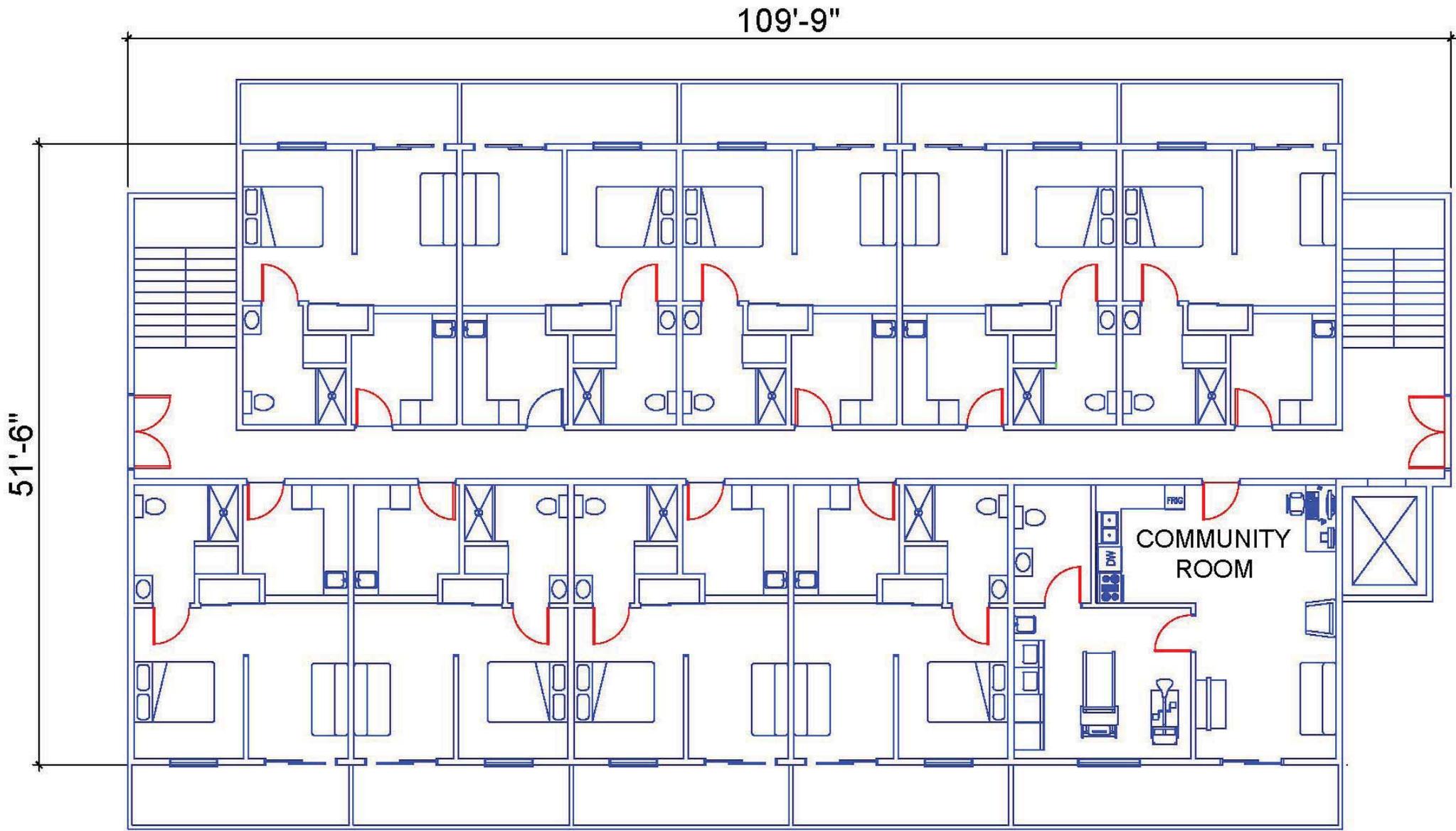
SITE AND BUILDING AREA:  
 Site Area: 19,500 sq. ft.  
 Bldg. Area: 10,885 sq. ft.  
 Landscaping in Parking Area: 620 sq. ft. or 7.3%  
 Lot Coverage: 33.2%  
 Floor Area Ratio (FAR): .56  
 Density: 42.4 du/ac



Scale: 1" = 10'- 0"

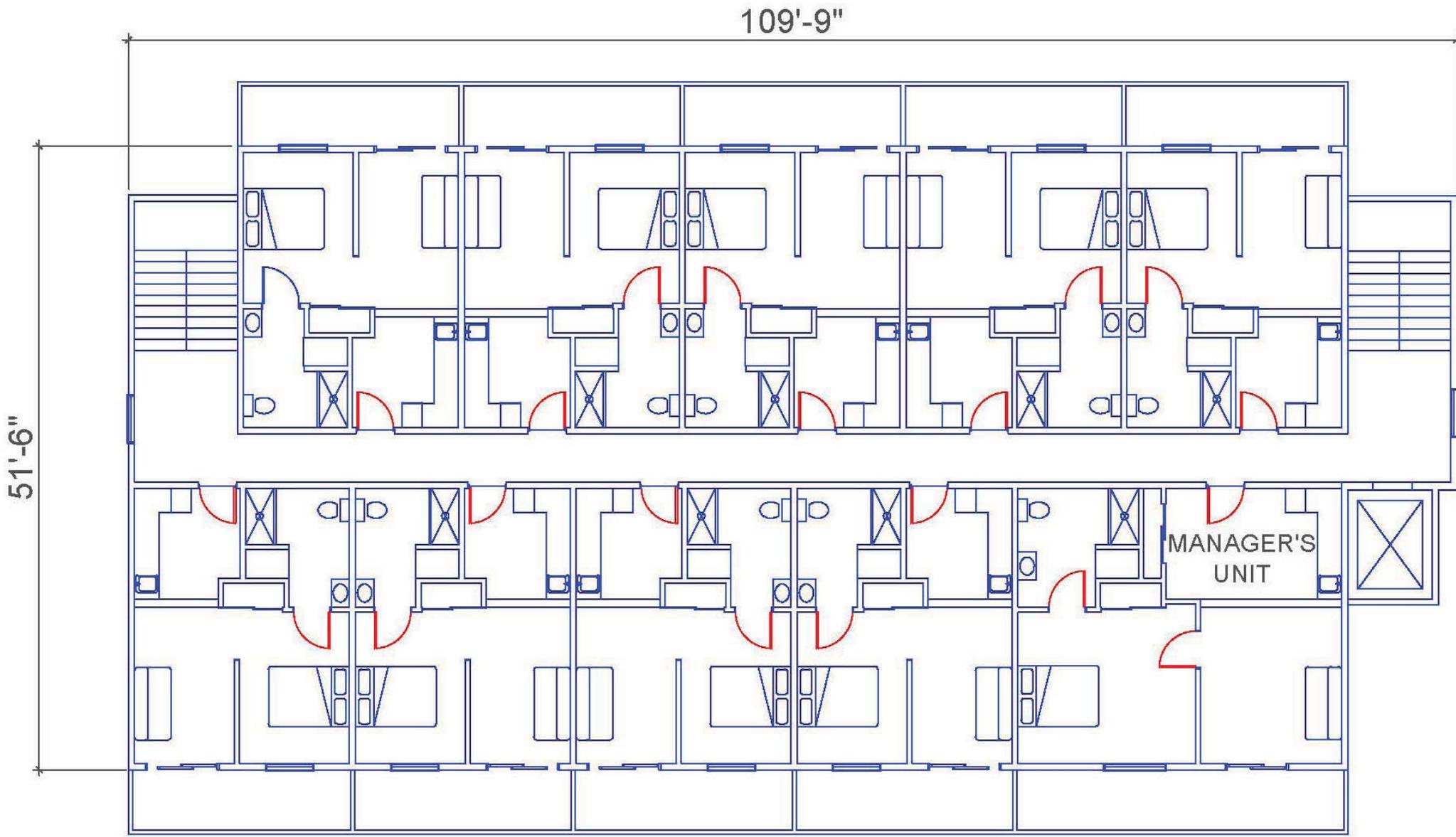


EFFICIENCY UNIT  
 404 <sup>138</sup> SQ. FT.



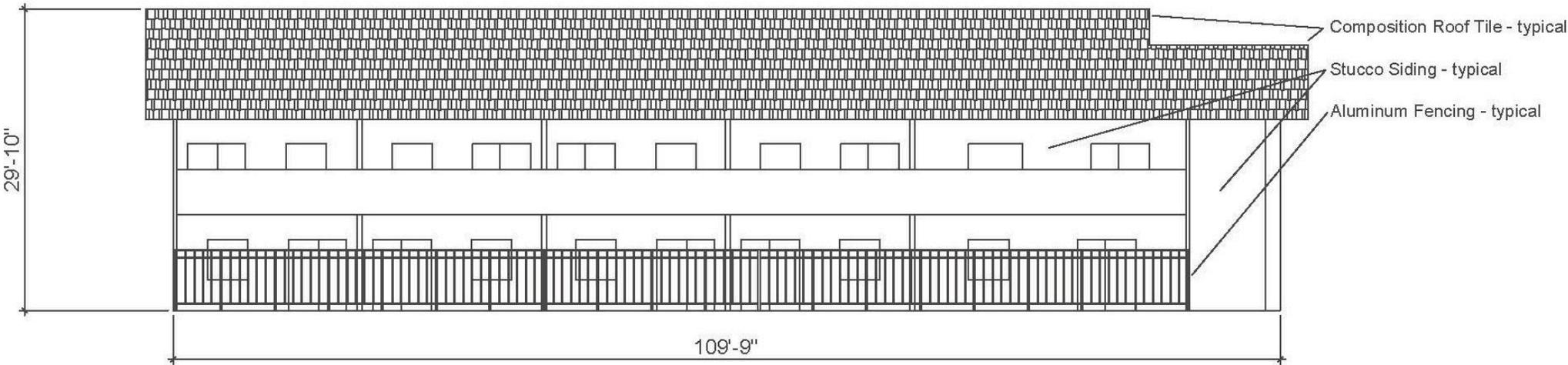
# VALLEY RECONSTRUCTION PROPOSAL FIRST FLOOR PLAN

Scale:  $\frac{1}{4}'' = 1'-0''$   
139

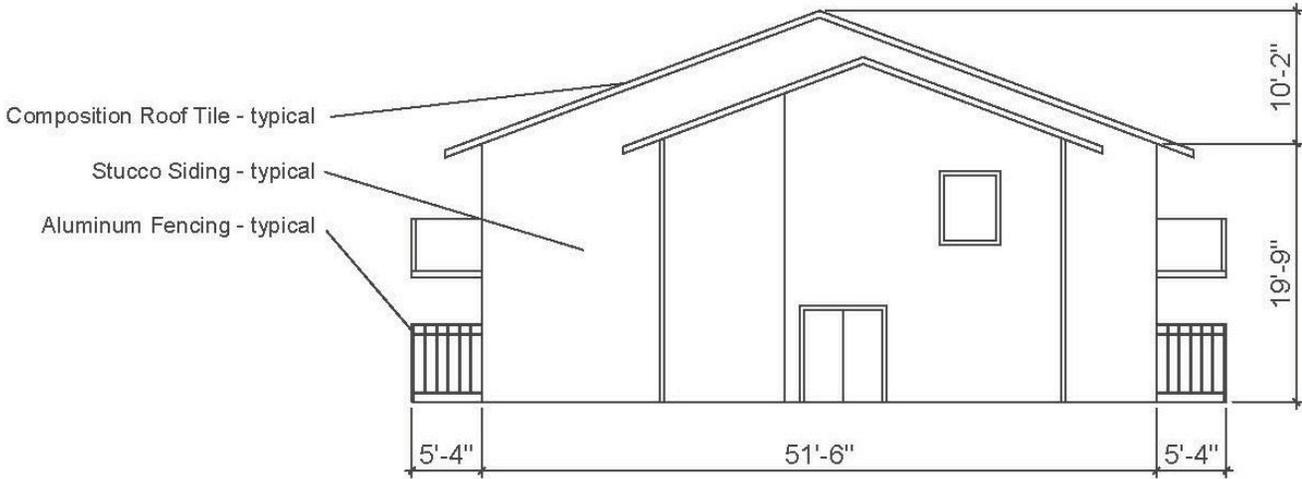


# VALLEY RECONSTRUCTION PROPOSAL SECOND FLOOR PLAN

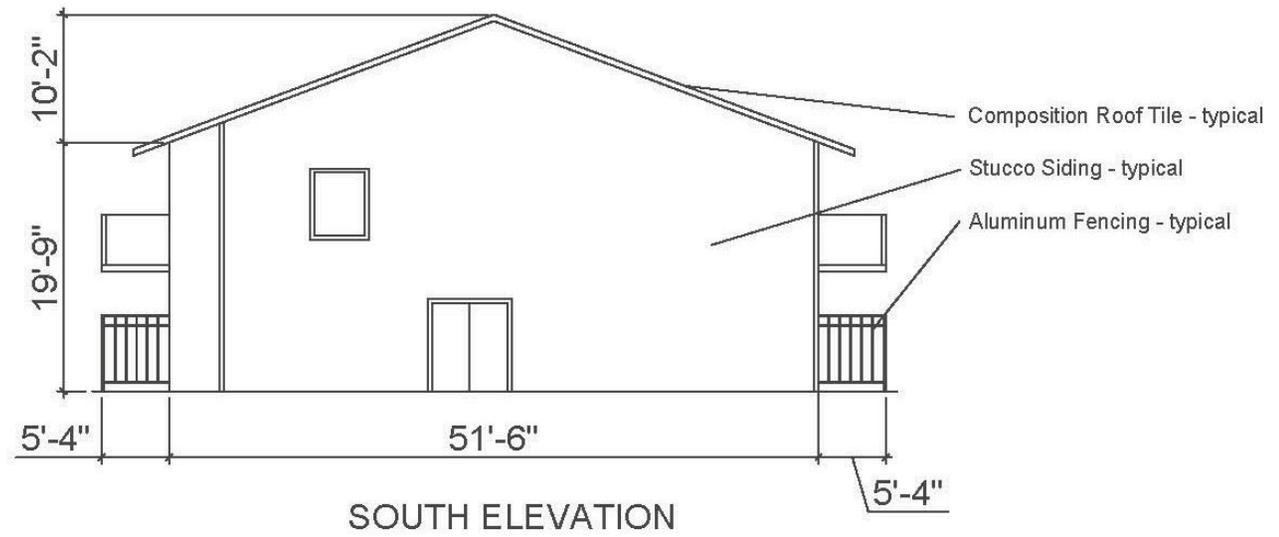
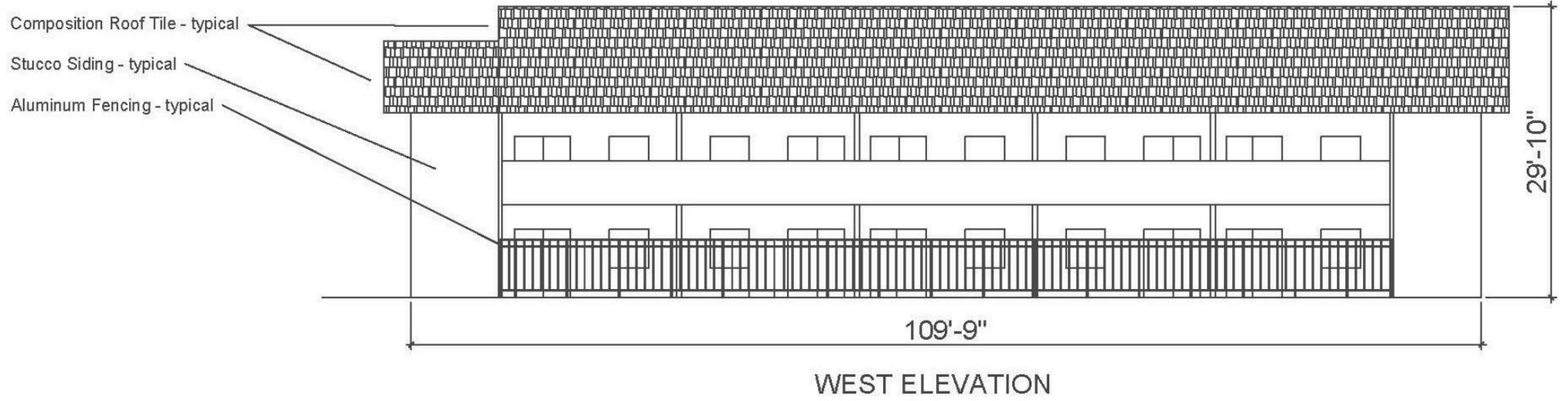
Scale:  $\frac{1}{4}'' = 1'-0''$   
140



EAST ELEVATION



NORTH ELEVATION



# CITY OF BISHOP

## PLANNING AND TECHNICAL ASSISTANCE APPLICATION

### *UPDATE OF CITY'S ECONOMIC DEVELOPMENT ELEMENTS*

- To be incorporated into final application.

**TO:** CITY COUNCIL

**FROM:** KEITH CALDWELL, CITY ADMINISTRATOR *KJC*

**SUBJECT:** Resolution 13-02 In Support of Southern California Edison Grant (SCE) – Grant Application

**DATE:** March 25, 2013

**Attachments:**

- Staff Memo
- Resolution – Approving Application for Funding through SCE, on behalf of the California Energy Commission

**BACKGROUND/SUMMARY**

Public Works Director Grah has worked with Southern California Edison in response to funds offered to local jurisdictions on behalf of California Energy Commission for energy conservation.

The City of Bishop is interested in applying for up to \$100,000 for energy efficiency planning. These funds would be used for the development of an energy efficiency plan, and an Energy Element to be included as part of the City's General Plan.

**RECOMMENDATION**

Council consideration to pass Resolution 13-02 approving the application for funding with SCE.



**To:** Keith Caldwell, City Administrator *KJC*  
**From:** David Grah, Director of Public Works  
**Subject:** Resolution in Support SCE Grant  
**Date:** 15 March 2013  
**Previous:** None  
**Funding:** SCE Grant

**General:**

A resolution has been prepared in support of an application to Southern California Edison (SCE) for grant funding for energy efficiency planning.

**Background:**

On behalf of the California Energy Commission, SCE offers grants to local agencies in support of energy conservation, especially conservation of electrical energy by its customers. Grants in the order of \$100,000 for planning activities seem typical.

The City of Bishop would benefit from increased energy efficiency. The benefits might primarily be in cost savings but could also extend to reduced environmental and community impacts related to energy waste.

The current funding available from SCE is for energy efficiency planning. Planning activities could include the development of an energy action plan, the development of an Energy Element of the General Plan, other activities, or some combination. Application development is currently focused on an energy action plan and Energy Element. The application is being developed by the city's prime planning consultant Bauer and by city staff. The application is due to SCE 1 April.

An application accompanied by a resolution from the City Council in support of the application is thought to have increased impact. In addition, it can also be useful having a resolution in place authorizing the execution of the various documents required by with a grant such as this one. The attached resolution has been drafted.

**Recommendation:**

Pass the resolution.

**RESOLUTION NO. 13-02**

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE SOUTHERN CALIFORNIA EDISON COMPANY LOCAL GOVERNMENT STRATEGIC PLAN PHASE 3 PROGRAM**

BE IT RESOLVED by the City Council of the City of Bishop as follows:

**SECTION 1:** The City of Bishop strives to reduce costs and reduce adverse environmental and social impacts to energy use.

**SECTION 2:** To reduce the adverse impacts of energy use, the City of Bishop supports efforts to plan and implement energy saving measures.

**SECTION 3:** The City Council supports and hereby approves an application to the Southern California Edison Company (SCE) for grant funding to prepare a Cost, Energy, and Service Efficiencies Action Plan (CESAP), an Energy Element of the General Plan, or other planning activities under the SCE Local Government Strategic Plan Phase 3 Program.

**SECTION 4:** The City has determined that public outreach will be part of the CESAP development, and that the City will contribute to the cost of this effort through staff time.

**SECTION 5:** The City hereby authorizes and directs the City Administrator, Keith Caldwell, or designees, to sign documents and act on the City's behalf in all matters pertaining to this application and grant.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Bishop held on the 25<sup>th</sup> day of March, 2013.

\_\_\_\_\_  
LAURA SMITH, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: \_\_\_\_\_  
Robin Picken, Assistant City Clerk

**TO:** CITY COUNCIL

**FROM:** KEITH CALDWELL, CITY ADMINISTRATOR KSC

**SUBJECT:** Ordinance Relating to Reasonable Accommodation for Individuals with Disabilities – Second Reading/Adoption

**DATE:** March 25, 2013

**Attachments:**

- Planning Commission Letter – Recommendation to City Council
- Staff Memo
- Ordinance Reasonable Accommodation for Individuals with Disabilities

**BACKGROUND/SUMMARY**

Public Services Officer Schley provides a detailed background and summary of the Fair Housing Act and California Fair Employment and Housing Acts.

As part of the City of Bishop Housing Element adopted by City Council in 2009, goals have been set forth to create reasonable accommodation procedures for zoning, land use, permit processing and other regulations and modifications to insure jurisdictions comply fully with the intent of the fair housing laws for persons with disabilities.

**RECOMMENDATION**

After Second Reading, City Council considers approval of the Ordinance Relating to Reasonable Accommodation for Individuals with Disabilities.



# CITY OF BISHOP

377 West Line Street - Bishop, California 93514  
Post Office Box 1236 - Bishop, California 93515  
760-873-8458 publicworks@ca-bishop.us  
www.ca-bishop.us

March 7, 2013

Bishop City Council  
PO Box 1236  
Bishop, CA 93515

Re: Proposed Amendment of Zoning Ordinance

Please be advised that the Bishop Planning Commission, at their February 26, 2013 meeting, voted 4-0 to recommend the City Council adopt an amendment to Land Use Ordinance No. 424 of the City of Bishop, adding chapter 17.82 Reasonable Accommodation to Title 17 Zoning of the Bishop Municipal Code, which provides a procedure for reasonable accommodation for individuals with disabilities in the city's land use and zoning and building regulations pursuant to fair housing laws.

The Planning Commission found that the proposed zoning ordinance amendments are consistent with the policies of the federal Fair Housing Amendments Act of 1988 and California's Fair Employment and Housing Act, and the City of Bishop 2009 Housing Element.

Sincerely,

David Bhakta  
Commissioner, Bishop Planning Commission

## MEMORANDUM

Date: March 5, 2013

To: Keith Caldwell, City Administrator KSC

From: Gary Schley, Public Services Officer GJS

Subject: Draft Reasonable Accommodation Ordinance

Background: The federal Fair Housing Amendments Act of 1988 and California's Fair Employment and Housing Act prohibit discrimination against individuals with disabilities in housing and requires that cities take affirmative action to eliminate regulations and practices that deny housing opportunities to individuals with disabilities. More specifically, fair housing laws require that cities provide individuals with disabilities or developers of housing for people with disabilities, flexibility in the application of land use and zoning and building regulations, practices and procedures. Local jurisdictions must even waive certain requirements when it is necessary to eliminate barriers to housing opportunities. For example, a family could seek reasonable accommodation from its local jurisdiction for waiver of a residential fence height restriction so their son, who because of his mental disability fears unprotected spaces, may use the backyard. This reasonable accommodation mandate could also provide flexibility in the application of a local zoning code regulation that limits the size of residences in R1 zones. Reasonable accommodation could be provided to allow an individual with a disability to exceed that limit to build a wheelchair ramp.

While fair housing laws intend that all people have equal access to housing, the law also recognizes that individuals with disabilities may need extra tools to achieve equality. Providing reasonable accommodation is one way for local jurisdictions to provide relief from land use and zoning and building regulations and procedures that have the effect of discriminating against the development, siting and use of housing for individuals with disabilities.

The City of Bishop 2009 Housing Element set a goal for creating and adopting a formal reasonable accommodation procedure for zoning, land use, permit processing and building codes to insure that local land use regulations facilitate modifications that would allow disabled persons to remain in their homes as long as possible, and do not unnecessarily constrain the development, maintenance and improvement of housing for persons with disabilities.

The draft Reasonable Accommodation Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sec. 15061, (Title 14

of the California Code of Regulations) because there is no potential for causing a significant effect on the environment.

Recommendation: Hold a public hearing and review the draft Reasonable Accommodation Ordinance for approval.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, ADDING CHAPTER 17.82 REASONABLE ACCOMMODATION TO TITLE 17 OF THE BISHOP MUNICIPAL CODE PROVIDING A PROCEDURE FOR REASONABLE ACCOMMODATION IN THE CITY'S LAND USE AND ZONING AND BUILDING REGULATIONS PURSUANT TO FAIR HOUSING LAWS

THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Title 17 of the Bishop Municipal Code entitled ZONING be, and is hereby amended, by adding Section 17.82 Reasonable Accommodation to read as follows:

"Chapter 17.82

REASONABLE ACCOMMODATIONS

Sections:

- 17.82.010 Purpose.
- 17.82.020 Findings.
- 17.82.030 Applicability.
- 17.82.040 Notice to the public of availability of accommodation process.
- 17.82.050 Requesting reasonable accommodation.
- 17.82.060 Reviewing authority.
- 17.82.070 Required findings.
- 17.82.080 Written decision on the request for reasonable accommodation.
- 17.82.090 Appeals

17.82.010 Purpose. It is the policy of the jurisdiction, pursuant to the federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act (hereafter "fair housing laws"), to provide individuals with disabilities reasonable accommodation in rules, policies, practices and procedures to ensure equal access to housing and facilitate the development of housing for individuals with disabilities. This ordinance establishes a procedure for making requests for reasonable accommodation in land use, zoning and building regulations, policies, practices and procedures of the jurisdiction to comply fully with the intent and purpose of fair housing laws.

17.82.020 Findings. The City Council of the jurisdiction finds: The federal Fair Housing Amendments Act of 1988 and California's Fair Employment and Housing Act impose an affirmative duty on local governments to make reasonable accommodation in their land use and

zoning regulations and practices when such accommodation may be necessary to afford individuals with disabilities an equal opportunity to housing;

A. The Housing Element of the jurisdiction must identify and develop a plan for removing governmental constraints to housing for individuals with disabilities including local land use and zoning constraints or providing reasonable accommodation;

B. The Attorney General of the State of California has recommended that cities and counties implement fair housing reasonable accommodation procedures for making land use and zoning determinations concerning individuals with disabilities to further the development of housing for individuals with disabilities;

C. A fair housing reasonable accommodation procedure for individuals with disabilities and developers of housing for individuals with disabilities to seek relief in the application of land use, zoning and building regulations, policies, practices and procedures will further the jurisdiction's compliance with federal and state fair housing laws and provide greater opportunities for the development of critically needed housing for individuals with disabilities.

17.82.030 Applicability.

A. Reasonable accommodation in the land use and zoning context means providing individuals with disabilities or developers of housing for people with disabilities, flexibility in the application of land use and zoning and building regulations, policies, practices and procedures, or even waiving certain requirements, when it is necessary to eliminate barriers to housing opportunities.

B. An individual with a disability is someone who has a physical or mental impairment that limits one or more major life activities; anyone who is regarded as having such impairment; or anyone with a record of such impairment.

C. A request for reasonable accommodation may be made by any individual with a disability, his or her representative, or a developer or provider of housing for individuals with disabilities, when the application of a land use, zoning or building regulation, policy, practice or procedure acts as a barrier to fair housing opportunities.

17.82.040 Notice to the public of availability of accommodation process. Notice of the availability of reasonable accommodation shall be prominently displayed at public information counters in the planning and public works departments, advising the public of the availability of the procedure for eligible individuals. Forms for requesting reasonable accommodation shall be available to the public in the Planning and Building and Safety departments.

17.82.050 Requesting reasonable accommodation.

A. In order to make housing available to an individual with a disability, any eligible person as defined in Sec. 3 may request a reasonable accommodation in land use, zoning and building regulations, policies, practices and procedures.

B. Requests for reasonable accommodation shall be in writing and provide the following information:

- (1) Name and address of the individual(s) requesting reasonable accommodation;
- (2) Name and address of the property owner(s);
- (3) Address of the property for which accommodation is requested;
- (4) Description of the requested accommodation and the regulation(s), policy or procedure for which accommodation is sought; and
- (5) Reason that the requested accommodation may be necessary for the individual(s) with the disability to use and enjoy the dwelling.

C. Any information identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and shall not be made available for public inspection.

D. A request for reasonable accommodation in regulations, policies, practices and procedures may be filed at any time that the accommodation may be necessary to ensure equal access to housing. A reasonable accommodation does not affect an individual's obligations to comply with other applicable regulations not at issue in the requested accommodation.

E. If an individual needs assistance in making the request for reasonable accommodation, the jurisdiction will provide assistance to ensure that the process is accessible.

17.82.060 Reviewing Authority.

A. Requests for reasonable accommodation shall be reviewed by the "reviewing authority," using the criteria set forth in 17.82.070.

B. The reviewing authority shall issue a written decision on a request for reasonable accommodation within thirty (30) days of the date of the application and may either grant, grant with modifications, or deny a request for reasonable accommodation in accordance with the required findings set forth in 17.82.070.

C. If necessary to reach a determination on the request for reasonable accommodation, the reviewing authority may request further information from the applicant consistent with fair housing laws, specifying in detail the information that is required. In the event that a request for additional information is made, the thirty (30) day period to issue a decision is stayed until the applicant responds to the request.

D. For purposes of this ordinance 'reviewing authority' means the Director of Public Works, or his/her designee.

17.82.070 Required findings. The written decision to grant, grant with modifications, or deny a request for reasonable accommodation shall be consistent with fair housing laws and based on the following factors:

A. Whether the housing, which is the subject of the request for reasonable accommodation, will be used by an individual with disabilities protected under fair housing laws;

B. Whether the requested accommodation is necessary to make housing available to an individual with disabilities protected under the fair housing laws;

C. Whether the requested accommodation would impose an undue financial or administrative burden on the jurisdiction and;

D. Whether the requested accommodation would require a fundamental alteration in the nature of the jurisdiction's land use and zoning or building program.

17.82.080 Written decision on the request for reasonable accommodation.

A. The written decision on the request for reasonable accommodation shall explain in detail the basis of the decision, including the reviewing authority's findings on the criteria set forth in 17.82.070. All written decisions shall give notice of the applicant's right to appeal and to request reasonable accommodation in the appeals process as set forth below. The notice of decision shall be sent to the applicant by certified mail.

B. The written decision of the reviewing authority shall be final unless an applicant appeals it to the jurisdiction's planning commission.

C. If the reviewing authority fails to render a written decision on the request for reasonable accommodation within the thirty (30) day time period allotted by 17.82.060, the request shall be deemed granted.

D. While a request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property that is the subject of the request shall remain in full force and effect.

17.82.090 Appeals.

A. Within thirty (30) days of the date of the reviewing authority's written decision, an applicant may appeal an adverse decision. Appeals from the adverse decision shall be made in writing.

B. If an individual needs assistance in filing an appeal on an adverse decision, the jurisdiction will provide assistance to ensure that the appeals process is accessible.

C. All appeals shall contain a statement of the grounds for the appeal. Any information identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and shall not be made available for public inspection.

D. Nothing in this procedure shall preclude an aggrieved individual from seeking any other state or federal remedy available.

SECTION 4. This ordinance shall be in full force and effect thirty (30) days from and after its passage and adoption.

SECTION 5. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published in the manner and form provided by law in the Inyo Register, a newspaper of general circulation printed and published in the City of Bishop, State of California which said newspaper is hereby designated for that purpose.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
LAURA SMITH, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: \_\_\_\_\_  
Robin Picken, Assistant City Clerk

**TO:** CITY COUNCIL

**FROM:** KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

**SUBJECT:** Approve Contract Change Order 3 for Sneden Street Improvements

**DATE:** March 25, 2013

**Attachments:**

- Staff Memo
- Change Order 3 - Contract
- Change Order 3 - Draft Sneden Street Improvement Project Scope of Services

**BACKGROUND/SUMMARY**

Public Works Superintendent Dishion provides a detailed description and background for the Sneden Street Improvement Project.

The additional cost of the change order is \$16,850. The City remains approximately \$14,700 under the approved design budget of \$110,000.

**RECOMMENDATION**

Council consideration to approve contract Change Order 3 to street delivery services contract with Nolte authorizing \$95,395 total expenditure for design.



**To:** Keith Caldwell, City Administrator KSC  
**From:** Deston Dishion, Public Works Superintendent   
**Subject:** Approve Contract Change Order 3 for Sneden  
**Date:** 19 March 2103  
**Previous:** 4 October 2007, 16 Mary 2008, 12 April 2012  
**Funding:** Sneden Street Contract Services

**General:**

Public Works proposes to amend the contract with Nolte for the Sneden Street Improvements project a third time.

**Background:**

The Sneden Street Improvements project is on Sneden Street from East South Street to East Line Street. The project will rehabilitate pavement, improve drainage (through small grade changes), construct continuous curb, gutter, and sidewalk, improve intersections, repair, rehabilitate, and improve water and sewer service, and complete associated work. The associated work is anticipated to include tree removal (as required for curb, gutter, and sidewalk) and tree replacement. Some relocation of overhead utilities is expected.

In October 2007 the City Council approved a contract with Nolte for project delivery services on the Sneden Street Improvements project and the West Pine Street Improvements project. The contract was not to exceed \$649,620 although there was \$845,000 total available for consultant delivery services and for city staff time. The \$195,380 difference was to be held in reserve for contract changes and to be used to pay for city staff time dedicated to these projects. The original contract did not include any water or sewer work.

As survey work began on the two projects, the benefit of recognized and formalized high precision survey control points in the city was identified. In May 2008 an amendment was negotiated with Nolte to establish 10 high precision survey control points in the city and to file a record of survey for these points. The cost of this amendment, called "Change Order 1" was \$7,500. It may be worth noting the term "change order" is usually reserved for construction contracts but is being used on this particular consultant contract as well.

In March 2011 the California Transportation Commission approved moving all of the funding from the West Pine Street Improvements project and the Sneden Street Improvements project to the Warren Street Improvements project *with the exception of design funding for the Sneden Street project*. The funding was moved to the Warren Street project because it was a higher priority project than either of the other projects. The design funding for Sneden was not moved because the deadline to move that funding had passed. The idea was to complete design work on

the project so that when and if funding became available for "shovel ready" projects, the Sneden Street project would be eligible.

Design work is underway once again on the Sneden Street Improvements project. As work has gotten underway, a third change order has been found to be needed to cover the following work:

*Centerline Staking:* Nolte will place centerline nails at 25 foot intervals throughout the entire length of the project including side streets at intersections. The centerline staking will better help the residents understand the location of the proposed improvements in relation to their properties. Nolte will also centerline stake Short Street from North Main Street to Sneden Street. This staking will allow Los Angeles Department of Water and Power to properly place power poles that will be replaced soon. The fee for this effort is \$4,450.00

*Short Street Record of Survey:* Nolte will prepare a Record of Survey that identifies and establishes centerline of Short Street from North Main Street to Sneden Street. The fee for this effort is \$4,900.00

*Design Services Compensation Augmentation:* The compensation for Task 15 and 15B of the original contract is supplemented to provide compensation for additional design work that was not anticipated. The fee for this effort is \$7,500.00

The additional cost of the change order is \$16,850. With this change, the total cost for design services under the contract is \$95,395. Only design work is authorized at this time. There is \$110,000 design funding for this project. That funding is to cover consultant costs and city staff costs. The new total for the contract is \$303,850 but that is only authorized if construction funding becomes available. The remainder of the cost will be coded to Sneden Street project Contract Services, Line Item 046-000-55026. The draft change order is attached.

It should also be noted that the funds for design will expire on 30 June 2013.

**Recommendation:**

That the City Council approve contract Change Order 3 to street delivery services contract with Nolte authorizing a \$95,395 total expenditure for design.

**Change Order 3**  
**Street Project Delivery Services Contract**

**General**

This change order is for the agreement approved 12 February 2008 between the City of Bishop and Nolte for the Sneden Street Improvements project.

**Scope**

This change to the contract authorizes work for Task 34- Centerline Staking, Task 35- Short Street Record of Survey and Task 15C Design Services Compensation Augmentation. These tasks will be completed through the design phase of the project. The design phase of the project is also referred to as Plans, Specifications, and Estimate (PSE) phase. The specific scope of services is as shown on the attached Exhibit A.

**Cost**

The total cost of the work authorized by this change order is \$16,850.

**Schedule**

The work under this work order shall be completed no later than 30 June 2013.

**Agreed:**

**City of Bishop**

By:

**Nolte**

By:

---

Keith Caldwell  
City Administrator

Date

---

Date

## **Exhibit A**

### **City of Bishop, Inyo County, CA Contract Change Order No. 03 Sneden Street Improvements Scope of Services - DRAFT**

This is an amendment to Nolte's existing contract to assist the City of Bishop (City) in the development of its various improvements to Sneden Street. This change is to provide additional surveying services and compensation for design.

#### **Task 34 –Centerline Staking – Design Phase**

Nolte will set construction-level points in the asphalt surface of Sneden Street, Short Street, and portions of South Street and Clarke Street adjacent to Sneden Street that approximately represent each street's centerline. This centerline will be based on the efforts previously performed by Nolte in this contract. Nolte anticipates placing nails at approximately 25 foot intervals and at breaks in centerline alignment.

Nolte assumes the staking work will be completed through one mobilization. Additional mobilizations or field time may require additional charges on a time and materials basis.

#### **Task 34 Fee**

Nolte's compensation is a lump sum of \$4,450.00 for this task.

#### **Task 35 – Short Street Record of Survey**

Nolte will prepare a Record of Survey for the mapping efforts previously completed under this contract to identify and establish the centerline of Short Street from Sneden Street to Main Street.

Nolte will prepare a draft record of survey, and submit the draft version the ROS to the City for review. Following receipt of City comments, Nolte will finalize the ROS and submit to the County Surveyor for review. Following County Surveyor's review, Nolte will sign the mylar and submit to the City Public Works Director or to the County Recorder.

#### **Task 35 Fee**

Nolte's compensation is a lump sum of \$4,900.00 for this task.

The City shall provide filing and other submittal expenses for recording.

#### **Task 15C – Design Services Compensation Augmentation**

The compensation for Task 15 and Task 15B of the existing contract is supplemented to provide compensation more commensurate with the design level of effort and anticipated construction magnitude. No change in the scope of services for Task 15 or Task 15B is included.

Task 15C Fee

- Nolte's compensation is a lump sum of \$7,500.00 for this task.

\*\*\*\*\*

**TO:** CITY COUNCIL

**FROM:** KEITH CALDWELL, CITY ADMINISTRATOR KSC

**SUBJECT:** Clarke Street Water Line Replacement Project – Award Construction Contract to Conspec

**DATE:** March 25, 2013

**Attachments:** Staff Memo

**BACKGROUND/SUMMARY**

Director Grah has provided a description of the Clarke Street Water Line Replacement Project, a list of six (6) bidders, and the results from the recent bid opening on March 14, 2013.

The project will replace the water main services along Clarke Street between Main and Third Streets as well as along Third Street from Clarke to Willow Streets.

The project offers two (2) options;

- Option 1 – The budget splits the project into two fiscal years, with \$180,000 budgeted for 2012/2013 and \$180,000 budgeted for 2013/2014.
- Option 2 – The bid includes construction work for fiscal year 2012/2013 only.

Conspec from Lee Vining was the lowest responsive bidder, including local preference and a 5% contingency fee.

**RECOMMENDATION**

Council consideration to approve;

1. Budget adjustments of \$180,000 from fiscal year 2013/2014 Water Capital Improvements to fiscal year 2012/2013 Water Capital Improvements to reflect Option 1 - a combination of the two (2) projects into one, constructed in 2012/2013.
2. Award the Clarke Street Water Line Project construction to Conspec for construction of Option 1.
3. Authorize the execution of the construction contract with Conspec.
4. Authorize the expenditure of up to \$301,642.69 through the construction contract.



**To:** Keith Caldwell, City Administrator *KSC*  
**From:** David Grah, Director of Public Works *[Signature]*  
**Subject:** Award the Clarke Street Water Line Replacement Project  
**Date:** 15 March 2013  
**Previous:** 6 February 2013  
**Funding:** Water Capital Improvements

**General:**

Public Works proposes to award the Clarke Street Water Line Replacement project construction contract to Conspec.

**Background:**

The Clarke Street Water Line Replacement project will replace the water main and services along Clarke Street between Main Street and Third Street as well as along Third Street from Clarke Street to Willow Street. The project offers two construction options which vary on the amount of work performed on Third Street. The project will replace old leak-prone water lines with new 8 inch water lines, add one hydrant, and relocate one hydrant.

The project was advertised 12 February and 6 bids were received by the bid opening 14 March:

Bidder / Location	Option 1	Option 2	Preference
Kendall / Bishop	\$348,796.75	\$183,693.00	Local
Campbell / Sparks	\$386,794.50	\$211,282.00	None
V and C / Minden (low)	\$282,307.00	\$153,907.00	None
Fraijo / Covina	\$325,966.15	\$181,577.90	None
Pyramid / Hesperia	\$397,353.50	\$244,342.00	None
<b>Conspec / Lee Vining (lowest with preference)</b>	<b>\$287,278.75</b>	<b>\$164,248.00</b>	<b>Local</b>

Contracting preferences apply to this project. Under the preferences, a preferred contractor whose bid is within 5% of a non-preferred low bid, is awarded the contract. In the case of these bids, the second-lowest bid is from a preferred contractor, Conspec, and is within 5% of the lowest bid which is from a non preferred contractor, V and C. As a result, Conspec should be awarded the contract. Conspec's low bid plus a 5% contingency is \$301,642.69.

In the budget, the work included in Construction Option 1 of this project is split into two \$180,000 projects, one in the 2012/2013 fiscal year and the other in the 2013/2014 fiscal year. Construction Option 2 only includes the work in the 2012/2013 fiscal year project. The current cash balance in the water program is about \$1.4 million.

We are again fortunate to receive good and low bids on this project and, as indicated in my last memo, we would like to combine the two projects into one for construction this fiscal year.

The construction schedule is expected to be:

Award Contract	25 March
Start Construction	23 April
Finish Construction	21 May

**Recommendations:**

That the City Council:

- Revise the budget to include the full Construction Option 1 being constructed this 2012/2013 fiscal year.
- Award the Clarke Street Water Line Replacement project construction contract to Conspec for Construction Option 1.
- Authorize the execution of the construction contract with Conspec.
- Authorize the expenditure of up to \$301,642.69 through the construction contract.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR/COMMUNITY SERVICES DIRECTOR KSC

SUBJECT: Award Bid – Purchase City/Park Truck

DATE: March 25, 2013

Attachments:

**BACKGROUND/SUMMARY**

The City of Bishop currently utilizes a 1989 Ford truck as the primary vehicle for park maintenance. This truck has had both major and minor mechanical issues over the past few years. Currently, it is in fair working order, but determined by staff that with increased maintenance and programs in the near future, it is advisable to move forward with the purchase of a new truck.

Staff wishes to keep the truck, currently used, for added duties and maintenance responsibilities at Sunrise Mobile Home Park.

Staff has advertised and will open sealed bids on Monday, March 25, 2013. Anticipated price of a new truck is approximately 16,000.

The requested vehicle has been approved as an expense in the 2012/2013 budget, line item TUT - 56028 – Capital Equipment.

**RECOMMENDATION**

The Community Services Department is requesting Council consideration to award the bid for a new City/Park Truck to the lowest responsive bidder.

**TO:** CITY COUNCIL

**FROM:** KEITH CALDWELL, CITY ADMINISTRATOR *KJC*

**SUBJECT:** Request to Change Part-Time Employee Wage Scale – Police Reserve Officer Level 1, Sports Official (Softball and Basketball), and Add the Position of Facility Maintenance Worker II to the Part-Time Employee Wage Scale

**DATE:** March 25, 2013

**Attachments:**

- Staff Memo – Request to Change Part-Time Wage Scale – Police Reserve Officer Level 1 – Chief Carter
- Staff Memo – Sports Official Wage Scale (Softball, Basketball) – Recreation Supervisor - Waylon Cleland
- Staff Memo – Add the Position of Facility Maintenance II to the Employee Wage Scale – Job Description

**BACKGROUND/SUMMARY**

Chief Carter has provided details of the job duties and responsibilities of Police Reserve Officer I, II, and III. He has also provided justification for Council consideration for the pay adjustment to \$35.00 per hour for the Police Reserve Officer Level 1 position.

Waylon Cleland has provided a memo for Council consideration to approve a pay rate of \$30.00 per game for certified sport officials in City sponsored softball and basketball games.

Chief Carter has provided a memo for Council consideration of Maintenance Worker II, a position commensurate with experience, knowledge and skill to task required.

**RECOMMENDATION**

Council consideration to approve the adjustment of the Part-Time Employee Wage Scale to reflect;

1. Police Reserve Officer Level I to \$35.00 per hour.
2. Certified Sports Officials (Softball, Basketball) to \$30.00 per game.
3. Creation of Facility Maintenance Worker II - \$13.25 - \$15.25 per hour.



# BISHOP POLICE DEPARTMENT

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207 W. Line St.  
Bishop, CA 93514  
760-873-5866

Chris Carter, Chief of Police

To: Bishop City Council via Mr. Keith Caldwell *KSC*

From: Chris Carter, Chief of Police *CC*

Date: March 12, 2013

Subject: Request to Change Part-Time Wage Scale- Police Reserve Officer Level I

As Council is aware, the Police Department has been working on recruiting and training additional Reserve Peace Officers. Currently the Police Department employs three classification of Reserve Officers. These are designated as Level I, Level II, and Level III. Each of these classifications have limitations and restrictions on the range of duties they are authorized to perform. Their wage scale ranges from \$13.25 per hour to \$15.25 per hour, depending on their level of training and classification.

Level III Reserves have the least amount of training and therefore have the most limited duties. Currently the Department only employs one Level III Reserve Officer. This Officer is allowed to transport prisoners, conduct traffic control, and be assigned to special details, such as the Mule Days or Fair events.

Level II Reserve Officers may conduct the above listed duties in addition to being able to conduct Patrol activities. The Department currently employs three Level II Reserve Officers. Level II Reserve Officers must be immediately supervised by a full time Officer at all times. While Level II Reserves provide valuable service and are an excellent resource, their ability to fully supplement the Department is still limited by the requirement for immediate supervision.

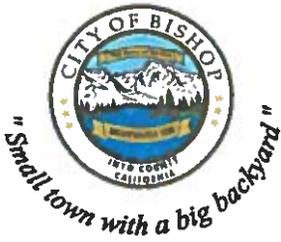
Level I Reserve Officers may engage in a full range of Law Enforcement activities, including conducting Patrol operations without the need for immediate supervision. Level I Reserve Officers have all the required training and certifications of a full time paid Peace Officer and may be utilized in the same manner. Currently the Department employs one Level I Reserve Officer.

Allied Law Enforcement agencies in our area also maintain a contingent of Reserve Officers. Inyo and Mono County Sheriff's Departments utilize Level I Reserve Officers as Patrol Officers, Internal Investigators, Court Bailiffs, Boat Patrol Officers, and numerous other assignments. Based on their abilities and certifications, these Level I Reserve Officers are paid between \$30 and \$35.00 per hour. Currently the Mammoth Lake Police Department is recruiting for the position of Reserve Officer and it is my understanding that they also will be compensating Level I Reserve Officers on a similar scale.

Based on the disparity in pay scale, the Bishop Police Department has experienced challenges in recruiting Level I Reserve Officers. While the pay for Level II and Level III Officers is commensurate with their training and assignments, the current pay of \$15.25 per hour for a Level I Reserve Officer is insufficient to allow the Bishop Police Department to recruit and employ Level I Officers.

As earlier stated, Level I Officers may be utilized in any capacity where a full time paid Officer might function. Special assignments such as School Resource Officer, Narcotics Investigator, etc. could be filled utilizing Level I Reserve Officers. Currently these positions remain unfilled in the Police Department due to staffing shortages. The Police Department currently has two full time Officer vacancies which remain unfilled due to budgetary constraints. The hourly rate for a full time Officer, including benefits, is approximately \$60.00 per hour. This same Officer on overtime costs approximately \$90.00 per hour. It is easy to see that a Level I Reserve Officer filling a vacancy that would otherwise result in overtime is a significant cost savings.

Therefore I am requesting that the Part-Time Wage Scale for the position of Level I Reserve Officer be increased from \$15.25 per hour to a rate of \$35.00 per hour, beginning April 1, 2013. It should be noted that Reserve Officers for the Bishop Police Department are considered "front line support" positions. As such, these positions may be funded through the use of COPS funds and such an increase would not impact general fund line items for Part-Time Salaries during the current or coming fiscal years. I am available at your convenience should you have any questions or wish to discuss this further.



# CITY OF BISHOP

377 West Line Street – Bishop, CA 93514  
P.O. Box 1236 – Bishop, CA 93515  
City Hall (760) 873-5863 – Fax (760) 873-4873

2/21/13

## Part-Time Employee Wage Scale:

After evaluation of our basketball and softball umpires, we would like to raise the Part-Time Employee Wage Scale from \$25 to \$30. We feel this is fair due to other cities paying their sports officials similar wages, and high school paying \$70 per game. All of our softball and basketball sports officials are certified officials; this will assist them with travel and training cost. I would like to keep a sports official line on Part-Time employee Wage Scale @ \$25 for the adult soccer sports officials. There will be no additional cost to the City of Bishop; all changes will be added to league fees.

Waylon Cleland  
  
Recreation Supervisor

KSC  
3/18/2013

Cypressrec Links [Activity Registration Form](#) [Activity Refund Form](#) [Birthday Party Packages](#) [Classes & Activities](#) [Class Registration Information](#) [Cypressrec Home](#) [Facility & Park Locations](#) [Facility Reservations](#) [Frequently Asked Questions](#) [Kids Corner](#) [Moonbounce](#) [Printable Forms](#) [Senior Center Activities](#) [Sports - Adult Leagues](#) [Sports - Youth Leagues](#) [Special Events](#) [Teen Activities](#) [Volunteer Opportunities](#)

### Adult Sports - Slow Pitch Softball Leagues

Completed roster with signatures of each player, proof of age and full payment are **REQUIRED** at the time of registration to be considered for eligibility and placement. (NO EXCEPTIONS)

Fees must be paid by authorized credit card (VISA or Mastercard), personal check (driver's license **MUST** be provided on submitted check), cash, or cashier's check. Only one check is accepted per team. Registration location: Cypress Community Center, 5700 Orange Avenue. League registrations are open until filled on a first come, first serve basis. [Click here for a blank roster](#). Rosters can also be obtained at the Cypress Community Center, Monday-Friday, 8:00am-5:00pm. Please read the City of Cypress Adult Sports Rulebook and the rules before you register for our leagues.

### General League Information

- Co-ed Division: Friday (Upper and Lower) and Sunday (Lower and Upper)
- Men's Lower "D" and Lower "E" Division: Wednesday Evenings
- Game Times: Weeknights – 6:30, 7:40, and 8:50pm  
Sundays – 4:30, 5:40, 6:50 and 8:00pm
- Locations: Oak Knoll Park, Arnold/Cypress Park, Central Park (La Palma)

### Rules

- [Click here for pdf](#). Rules can also be obtained at the Cypress Community Center, Monday-Friday, 8:00am-5:00pm, 714 229 6780.
- [Approved bat list](#)

### Fee

- \$365 league fee
- Umpires fee of \$15.00 per game, per team

### Registration

- January 7-25, 2013
- League registrations are on a first come, first served basis
- Remember: Completed roster with signatures and proof of age of each player and payment are required at the time of registration to be considered for eligibility and placement. Registration is taken at the Cypress Community Center, 5700 Orange Avenue Monday – Friday, 8:00am-5:00pm.
- **Ten games starting the week of February 6, 2013**

(\$30.00 per game)

↳ BASKETBALL  
SOFTBALL

### Current Schedules

[Wednesday Oak Knoll Park Men's D League](#)  
[Wednesday Arnold/Cypress Park Lower E League](#)  
[Sunday Co-Ed League Oak Knoll Park](#)



# BISHOP POLICE DEPARTMENT

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207 W. Line St.  
Bishop, CA 93514  
760-873-5866

Chris Carter, Chief of Police

To: Bishop City Council via Mr. Caldwell *KSC*

From: Chief C. Carter *c.c.*

Date: February 1, 2013

Subject: Request to Change Part-Time Employee Title and Wage Scale-Police Department Facility Maintenance Worker to Facility Maintenance Worker-II

Currently the Police Department and Community Services employ part-time workers in the positions of Facility Maintenance Worker (FMW). The pay scale for this position ranges from \$11 to \$13.00 per hour. All other part-time positions within the Police Department have pay scales that start at \$13.25 per hour and range up to \$20.00 per hour. There are various reasons why this level of pay has been deemed appropriate, but the two most compelling are that these positions require some sort of specialized training and/or experience, and that persons employed within the Police Department must undergo a thorough background investigation and must possess a level of integrity and trust above the average worker.

In 2003, when I first became a member of the Bishop Police Department, the FMW working at the Police Department carried out mostly janitorial duties and occasionally would be able to repair a broken fixture and help transport vehicles to and from the garage where maintenance was necessary. At that time, the FMW did not do any construction or mechanic work, and did not assist in any other collateral projects or duties. At that time, the pay seemed commensurate with the duties required of the position.

In early 2010, the Police Department began to examine the requirements of the FMW position based on an anticipated vacancy. It was believed that if we changed the job description to include additional duties, it would result in significant cost savings and expand the ability of the Department to become more self sufficient. An updated Job Description was approved by City Council on February 22, 2010 (attached). Also attached is the job description of the FMW for

Community Services. As you can see, there is a significant difference in the required duties. While the job description was changed, the job title was not. Therefore we now have two positions within the City of Bishop, with the same job title, but different job descriptions.

After Council approved the new job description, the Police Department hired Mr. Greg Byrd to fill the FMW position. Mr. Byrd had previously been a licensed contractor. Upon his being hired, his duties and expectation were thoroughly explained to him and he got to work. During the past two years, Mr. Byrd has performed minor service on vehicles, helped construct and improve office space within the Department, he has done wiring and repair to internal systems, and he has assisted and participated in collateral projects revolving around remodel/reconfiguration of the Department. Mr. Byrd has proved to be a valuable asset to the Department and has saved us significant amounts of monies. As we move forward into 2013, I fully expect this trend to continue.

Some of this is as a result of Mr. Byrd's dedication and drive to be the best employee he can. Some of this is as a result of changing and expanding the Job Description with the intent of creating a position that expands our capabilities while reducing costs. It is in that spirit that I am requesting that the Council approve a change of title to the Part-Time Wage Scale-Facility Maintenance Worker and designate this position as Facility Maintenance Worker II. I am also requesting to adopt the pay scale of \$13.25-\$15.25 per hour for this position, consistent with other part-time office positions in the Police Department. I would also request that Mr. Byrd be elevated to a wage of \$15.25 per hour, effective April I, 2013.

While my request to elevate Mr. Byrd's pay is meant as a merit increase for his dedication and service, the request to change the pay scale is not related to Mr. Byrd in any way. Rather it is an affirmation that the change in the job description and the ability to hire more qualified persons in this position make the request appropriate. Eventually Mr. Byrd's job will need to be filled and the City of Bishop/Police Department should continue the tradition of seeking out the most qualified applicants and retaining their services. By continuing to fill this position in the future with persons who possess the skills and abilities required by the job description, the Department will continue to save monies by being able to performs certain work "in-house" rather than seek outside services. I am available at your convenience should you have any questions.

**CITY OF BISHOP  
FACILITY MAINTENANCE WORKER  
Part Time – Police Department**

DEFINITION

To perform a variety of maintenance duties for the City of Bishop Police Department Facility.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Police Lieutenant, Sergeants and/or Watch Commander(s) on duty during working hours.

EXAMPLES OF DUTIES

Routine daily, weekly and ongoing cleaning and maintenance of Police Department offices, restrooms, squad rooms, dispatch center and other work areas.

Additional duties include light mechanical work, assistance with fleet maintenance, and grounds keeping.

Specific duties include dusting, sanitizing, mopping, vacuuming, washing, trash removal and other minor repairs of doors, floors, walls, ceiling, fixtures, lights, etc.

Perform other related duties as assigned.

QUALIFICATIONS

Ability to:

Work independently in the absence of supervision.

Establish and maintain effective working relationships with those contacted in the course of work.

Pass a background and character inquiry

Training:

High School Diploma or GED

Previous experience in facility maintenance and/or vehicle maintenance preferred.

Licenses: Possession of an appropriate, valid California Driver's License.

Approved by City Council: 2/22/10

## Facility Maintenance Worker Part Time – Police Department

### PHYSICAL DEMANDS

The following sections deal with the physical demands of the job.

A. Terminology used repeatedly is defined as follows:

<b>Not Present</b>	Activity or condition does not exist.
<b>Rarely</b>	Activity or condition exists up to one-sixth of the time.
<b>Occasionally</b>	Activity or condition exists up to one-third of the time.
<b>Frequently</b>	Activity or condition exists from one-third to two-thirds of the time.
<b>Constantly</b>	Activity or condition exists two-thirds or more of the time.

B. Normal physical demands are described as follows:

<b>Standing</b>	Constantly – To maintain the entire body in erect posture without change in location, but often in conjunction with walking. The worker stands while doing all jobs and tasks except while actually operating motorized equipment.
<b>Walking</b>	Constantly – Movement of the entire body for certain distances using a I/toe gait. The worker walks while doing all jobs and tasks except while actually operating motorized equipment.
<b>Sitting</b>	Occasionally – The ability to rest weight on buttocks and back of thighs while legs are bent at the knees. The worker sits while in or on vehicles, to and from jobs in trucks, plowing snow, operating the tractor or mower, and during normal breaks and lunch periods as applicable.
<b>Driving</b>	Occasionally – Vehicles and ATV's. Vehicles are equipped with a standard transmission and surfaces traveled would include city streets and unpaved areas.
<b>Lifting</b>	Occasionally – The exertion of physical strength necessary to move objects from one level to another and often used in conjunction with carrying. Although lifting is done on an occasional basis, it is estimated that 5 percent of all lifting is zero to 10 pounds, 50 percent of all lifting is 10 to 25 pounds, 30 percent is 25 to 50 pounds, 14 percent is 50 to 75 pounds and 1 percent is over 75 pounds. The heaviest item lifted is a bag of cement which weighs 94 pounds. There are a number

of large pieces of equipment and tools that must be lifted. They are heavy and are very cumbersome and require twisting of the body. Lifting is required in awkward positions (e.g. pipe work in trenches and backflow valves for testing).

<b>Shoveling</b>	Occasionally – Moving varied materials (e.g. earth, concrete, and asphalt concrete) with a shovel in trenches and above ground.
<b>Carrying</b>	Occasionally – Used in conjunction with walking and often with lifting, weight is either held or rested directly on hands, arms, shoulders and back. As with lifting, it is estimated that 5 percent of all carrying is zero to 10 pounds, 50 percent is 10 to 25 pounds, 30 percent is 25 to 50 pounds, 15 percent is 50 to 75 pounds, and 1 percent is over 75 pounds. There are a number of large pieces of equipment and tools that must be carried. They are heavy and are very cumbersome and require twisting of the body.
<b>Pushing/Pulling</b>	Rarely – The exertion of force upon or against an object in order to move it away and/or draw or haul toward oneself. The worker uses pushing/pulling when loading landscape maintenance equipment.
<b>Bending</b>	Occasionally – The ability to flex the upper trunk forward with knees extended, standing with knees flexed or while sitting. The worker bends when doing shovel and pick work in numerous landscape maintenance duties.
<b>Twisting at the Waist</b>	Occasionally – Rotation of the entire body to a change in direction. The worker twists at the waist when doing shovel and pick work.
<b>Stooping</b>	Occasionally – Flexing the upper trunk forward at the waist while partially flexing the knees. The worker stoops while doing shovel and pick work and using hand tools including irrigation maintenance and repair, trimming and planting.
<b>Kneeling</b>	Rarely – Positioning the body with one or both knees fully flexed and resting on a level surface. The worker kneels when completing job tasks involving irrigation repair and maintenance, and landscaping duties.
<b>Crawling</b>	Not present.
<b>Climbing</b>	Rarely – Used to ascend or descend ladders, scaffolding, stairs, poles and/or inclined surfaces. The worker climbs ladders for building maintenance and repair, tree trimming, painting, roof maintenance.

<b>Balancing</b>	Not present.
<b>Reaching Overhead</b>	Constantly – Positioning arms with extensions of elbows above shoulder level. The worker reaches overhead to change light bulbs in light fixtures, pruning trees, and painting.
<b>Reaching in Front</b>	Constantly – Positioning arms with any degree of elbow flexion in front of the body. The worker reaches in front while in all phases of this job.
<b>Reaching Below Waist Level</b>	Frequently – Positioning arms with extension of elbows below waist level. The worker reaches below waist level while doing shovel and pick work, operating equipment, turning valves, painting, and moving materials.
<b>Handling</b>	Required – The worker will handle items which include shovels, brooms, picks, axes, hand tools, and machinery throughout the workday.
<b>Fine Finger and Hand Dexterity</b>	Required – Flexion and extension of fingers with opposition of thumb. Fine finger and hand dexterity is utilized when doing paperwork.
<b>Gross Hand and Finger Dexterity</b>	Required – Flexion and extension of fingers and with the opposition of the thumb while using the palm of the hand. The worker uses average gross hand and finger dexterity to use hand tools and machinery.
<b>Hand and Wrist Movement</b>	Required – The worker uses average hand and wrist movement in order to do all phases of this job.
<b>Vision</b>	Required – The worker will use average visual acuity in order to complete all job tasks.
<b>Hearing</b>	Required – The worker uses average hearing ability in order to communicate with others and be aware of his surroundings
<b>Speech</b>	Required – The worker uses average communication skills to communicate with the public and for safety purposes.

## Facility Maintenance Worker Part Time – Police Department

### ENVIRONMENTAL FACTORS

<b>Unprotected Heights</b>	Not present.
<b>Being Around Moving Machinery</b>	Frequently – The worker performs job duties near moving machinery which includes all trucks and equipment.
<b>Exposure to Dust, Fumes, Smoke, Gases or Other Irritants</b>	Occasionally – The worker is exposed to shop dust, cleaning chemicals and outdoor dust.
<b>Driving Automotive Equipment</b>	Occasionally.
<b>Exposure to Excessive Noises</b>	Occasionally – The worker is exposed to noises caused by heavy equipment and tools.
<b>Exposure to Radiant or Electrical Energy</b>	Occasionally.
<b>Exposure to Solvents, Grease or Oils</b>	Occasionally.
<b>Exposure to Slippery or Uneven Walking Surfaces</b>	Frequently.
<b>Working Below Ground</b>	Occasionally.
<b>Unusual Fatigue Factors</b>	Occasionally.
<b>Working with Explosives</b>	Not present.
<b>Excessive Vibration</b>	Occasionally – Using a jack hammer or heavy equipment.
<b>Working with Hand In Water or Other Substances</b>	The worker will occasionally be required to complete tasks while one or both hands are submersed in water and sewage.
<b>Working Proximity</b>	Frequently – May work alone on emergency call out.
<b>Working Inside</b>	Occasionally.
<b>Working Outside</b>	Frequently.
<b>Temperature</b>	The worker is subject to ambient weather conditions which include a height of 105 degrees and a low of -10 degrees Fahrenheit.

## MISCELLANEOUS

- A. Work hours – Normal work hours are 7:00 to 11:00 a.m., Monday through Friday. Regular schedules are occasionally adjusted to include weekends and holidays or other hours to coincide with significant public use of city facilities. Some overtime is required occasionally and emergency call outs may be required at any time.
- B. Machinery utilized – Vehicles, ATV's, large pumps, chemical pumps, public building electrical and mechanical systems.
- C. Tools utilized – Portable power tools, compressors, grinders, drill press, hand tools, and vacuum cleaner.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

SUBJECT: ADOPTION OF FINAL BUDGET FY 2012-2013

DATE: MARCH 25, 2013

BACKGROUND/SUMMARY

Under separate cover you will find the City of Bishop Final Budget for the Fiscal Year 2012-2013. We present the final budget after the 2011-2012 fiscal year audit in order to make the appropriate adjustments presented in the audits.

This final budget reflects expenditures projected in the Preliminary Budget adopted October 24, 2011 and updated with audited actuals from FY 2011-2012. The City of Bishop continues to maintain financial viability while providing essential services to the citizenry.

The 2012-2013 Final Budget expenditures are estimated at \$10,670,275. This figure represents estimated capital and operational expenditures for all City services and departments for the 2012-2013 fiscal year. Our budgeted revenues and reserve balances are adequate to fund all of the projected expenditures. The City of Bishop continues to maintain its financial integrity through the efforts of our legislative body, excellent city staff, and the cooperation and participation of the citizens of the city.

I would like to personally thank our department heads and staff for their efforts this past fiscal year. Without the creativity, work ethic, and dedication of our employees it would be impossible to meet our high level of service package goals for our citizens.

RECOMMENDATION

Review the City of Bishop 2012-2013 Final Budget for adoption.