



# 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 26, 2012**

**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

- (1) 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

**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.

(2)

#### FOR APPROVAL/FILING

- (a) Fund Transactions – 7/1/11 – 2/29/12
- (b) Personnel Status Change Report
- (c) Request to Surplus Unclaimed Found Property – BPD020-12
- (d) Designation of absences – Councilmember Ellis

#### FOR INFORMATION/FILING

Agendas

Minutes

Reports

- (e) Planning Commission – March 27, 2012
- (f) Water and Sewer Commission – March 13, 2012
- (g) Water and Sewer Commission – January 10, 2012
- (h) Public Works Report January 2012
- (i) Public Works Report February 2012

## **PUBLIC HEARINGS**

- (3) ENVIRONMENTAL REVIEW – CROSSFIT GYM – 162 WILLOW STREET – A public hearing will be held to hear and consider public input on the Draft Negative Declaration to allow Crossfit Gym to set aside the commercial parking requirements for gymnasium occupancy pursuant to Bishop Municipal Code Section 17.48.070 at 162 Willow Street which is located in a C-2 Zoning District (General Commercial).
- (4) CDBG DESIGN APPLICATION – A public hearing will be held to discuss the submittal of an application in response to the 2012 State Community Development Block Grant (CDBG) Program Notice of Funding Availability (NOFA) and to solicit citizen input.

## **NEW BUSINESS**

- (5) NEGATIVE DECLARATION – CROSSFIT GYM – 162 WILLOW – Consideration to adopt the Negative Declaration to allow Crossfit Gym to set aside the commercial parking requirements for gymnasium occupancy pursuant to Bishop Municipal Code Section 17.48.070 at 162 Willow Street which is located in a C-2 Zoning District (General Commercial).
- (6) RESOLUTION NO. 12-10 CDBG GRANT APPLICATION– Consideration to adopt a resolution to approve an application for funding and the execution of a Grant Agreement and any amendments for the 2012 Allocation of the State Community Development Block Grant and approve a Subrecipient Agreement (Exhibit A) with the Inyo Mono Advocates for Community Action, Inc. (IMACA) to assist in utilizing the 2012 State CDBG funds – Administration.
- (7) Appointment of Parks and Recreation Commissioner to four year term – Administration.
- (8) ORDINANCE NO. 538 – AMENDING MUNICIPAL CODE RELATING TO CITY FEES/CHARGES – Consideration to adopt the ordinance amending Title 3 Revenue and Finance Chapter 3.22 entitled “Fee and Service Charge Revenue/Cost Comparison System” of the Bishop Municipal Code – Administration.
- (9) RESOLUTION NO. 12-11 – Consideration to adopt a resolution amending and restating fees and charges for City services for Fiscal Year 2012-2013 – Administration.
- (10) SUNRISE MOBILE HOME PARK – Consideration to approve the state budget for Sunrise Mobile Home Park for Fiscal Year 2012-2013 - Community Services Department.
- (11) GENERAL PLAN 2011 ANNUAL PROGRESS REPORT – Consideration to approve the General Plan 2011 Annual Progress Report – Planning Department.
- (12) LADWP PARKING LOT LEASE – Consideration to approve Los Angeles Department of Water and Power lease BL-1481 for eight city parking lots – Administration.

## **COUNCIL AND COMMITTEE REPORTS**

### **CLOSED SESSION**

- (13) CONFERENCE WITH LABOR NEGOTIATOR Keith Caldwell, City Administrator, pursuant to Government Code § 54957.6(a) – Bishop Employees Association, Bishop Police Officers Association, Mid-Management, Management.

### **REPORT ON ACTIONS TAKEN IN CLOSED SESSION IF REQUIRED**

**ADJOURNMENT** - Monday, April 9, 2012 - 4 p.m. Study Session/7 p.m. Regular Meeting – Council Chambers



# CITY OF BISHOP

## STUDY SESSION AGENDA

Council Chambers - 301 West Line Street - Bishop, California

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**MONDAY, MARCH 26, 2012**

**4:00 p.m.**

### CALL TO ORDER

### 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.

### SCHEDULED DISCUSSION

1. CDBG Grant Application – Larry Emerson
2. Tri-County Fairgrounds Update – Jim Tatum
3. Discussion on increasing number of Parks and Recreation Commissioners to seven - Stottlemyre
4. Current 7:00 p.m. agenda items
5. Future agenda items

### DEPARTMENT HEAD REPORTS

1. Fire Chief Ray Seguire
2. Police Chief Chris Carter
3. Public Works Director/City Engineer Dave Grah
4. City Administrator / Community Services Director Keith Caldwell

### DISCUSSION

1. Councilmember Jim Ellis
2. Councilmember Jeff Griffiths
3. Councilmember Laura Smith
4. Mayor Pro Tem Susan Cullen
5. Mayor Dave Stottlemyre

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

**COMMISSION APPOINTMENTS**

A-3

A-3

All interested prospective applicants for appointment to any Commission shall submit, in writing, their request containing pertinent information as to their qualifications.

A screening committee, composed of two Councilmembers, appointed by the Mayor and approved by the City Council; two Commissioners (from the Commission where the vacancy exists), appointed by the Chairman and approved by the Commission; and the City Administrator shall review the applications for each commission vacancy, interview applicants if deemed appropriate and check such reference as they may deem expedient, then make a nomination to the City Council for filling the commission vacancy.

**BISHOP CITY COUNCIL PROCEDURE FOR THE FILLING OF VACANCIES ON THE  
PLANNING COMMISSION AND PARKS & RECREATION COMMISSION**

1. Except as otherwise determined by the City Council, approximately two months before the expiration of an existing term, the City shall advertise and seek applicants for the upcoming vacancy. Incumbents, as well as new applications, are to be encouraged.
2. When an unexpected vacancy occurs, advertising should begin as soon as possible and should continue for at least three weeks and a deadline for applications shall be described.
3. In all cases of vacant seats, the position should be advertised for a minimum of three weeks with a firm deadline being set.
4. Applicants residing within the jurisdictional boundaries of the City of Bishop should be encouraged to make application.
5. The actual selection process shall remain as set forth in the Council Policy Manual.

Amended: 11-08-99

Adopted: 12-23-78

Bishop, California, Code of Ordinances >> - SUPPLEMENT HISTORY TABLE >> Title 2 -  
**ADMINISTRATION AND PERSONNEL >> Chapter 2.20 - PARK AND RECREATION COMMISSION >>**

## Chapter 2.20 - PARK AND RECREATION COMMISSION

### Sections:

2.20.010 - Created—Membership.

2.20.020 - Removal of members.

2.20.021 - Compensation.

2.20.030 - Organization.

2.20.040 - Meetings—Quorum.

2.20.050 - Duties and responsibilities.

### **2.20.010 - Created—Membership.**

There is created a park and recreation commission of the city. The commission shall consist of five members who shall, whenever possible, be residents and citizens of the city of Bishop. Appointments shall be made by the city council on the basis of nominations submitted pursuant to the policy manual of the city. The terms of each member shall be four years.

*(Ord. 481, § 1, 1997; Prior code § 2-23)*

### **2.20.020 - Removal of members.**

Any commissioner who fails to attend two consecutive or a total of four regular meetings in any calendar year, without a prior leave of absence having been sought and approved by the chairman or chairman pro tem, shall be deemed to have resigned from the commission. Any member of the commission may be removed from office by the mayor with the approval of a majority of the city council.

*(Prior code § 2-24)*

*(Ord. No. 522, § 1, 8-11-2008)*

### **2.20.021 - Compensation.**

Commissioners shall receive fifty dollars per calendar month in which a commission meeting is held and attended; however, no commissioner shall receive more than fifty dollars in any calendar month. Any necessary expense incurred by a commissioner while acting in an official capacity will be reimbursed subject to prior city council approval.

*(Ord. No. 522, § 1, 8-11-2008)*

### **2.20.030 - Organization.**

The commission shall, at its March meeting, organize by electing from its members one chairman and one vice chairman, and other officers as may be deemed necessary by the commission. The director of parks and recreation shall act as secretary to the commission. All officers shall hold office for a period of one year. The commission shall adopt rules and regulations for the transaction of commission business.

*(Prior code § 2-25)*

### **2.20.040 - Meetings—Quorum.**

The commission shall hold one regular meeting each month at a time, date, and place designated by the commission. Special meetings may be called by the chairman or a majority of the commission, provided the notice has been given to all members at least forty-eight hours prior to the meeting. A majority of commissioners shall constitute a quorum. Minutes of commission meetings shall be filed with the city clerk.

*(Prior code § 2-26)*

**2.20.050 - Duties and responsibilities.**

It shall be the duty and responsibility of the park and recreation commission to:

- A.** Advise the city council and the director of parks and recreation in all matters pertaining to parks, public recreation, and all other associated activities as prescribed by ordinances, or by city council action;
- B.** Aid and participate in advancement and coordination of recreation services with other governmental agencies, civic groups and volunteer organizations;
- C.** Advise the director of parks and recreation on problems relating to parks, facilities and programs;
- D.** Formulate recommendations on rules and regulations with respect to use and conduct in parks and other recreation areas.

*(Prior code § 2-27)*

# **AGENDA PLANNING FOR UPCOMING MEETINGS**

## **MON – APRIL 9, 2012 MEETINGS**

### **4:00 PM**

- Effects of election consolidation on annual reorganization
- Bishop population sign

### **7:00 PM**

- Proclamation – Sexual Assault Awareness Month
- Proclamation – Child Abuse Prevention Month
- Quarterly Citizen Award – 1<sup>st</sup> Quarter
- Recognition of Bishop High School Junior Varsity Mathletes League Champions
- Appoint two Council Members to serve on the Parks and Recreation Commission interview committee for upcoming term expiration.
- Release RFP for narrow band radios – Police Department
- Fixed Assets – surplus of list items
- Fixed Assets – Policy revisions
- Award the contract for the Auditorium Sidewalk Project

## **MON – APRIL 23, 2012 MEETINGS**

### **4:00 PM**

### **7:00 PM**

- Advertise Church St Water Project
- Award Wye Road Storm Drain Project
- Appointment of Parks and Recreation Commissioner
- Water Storage Tank Project – Work Order 4
- Approve sewer trunk consultant contract
- Street Closure – Every 15 Minutes

## **MON – MAY 14, 2012 MEETINGS**

### **4:00 PM**

### **7:00 PM**

## **TUES, MAY 29, 2012 MEETINGS**

### **4:00 PM**

### **7:00 PM**

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

**SUBJECT: DEPARTMENT HEAD UPDATES**

DATE: MARCH 26, 2012

BACKGROUND/SUMMARY:

The department heads from Fire, Police, Public Works and Administration/Community Services will provide updates on various departmental activities, current and on-going projects.

RECOMMENDATION:

Hear the reports.

2(a)

**CITY OF BISHOP**

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

**July 01, 2011 thru February 29, 2012**

CITY FUND BALANCE	\$	5,439,582.90
Plus Receipts		466,668.15
Less Expenditures		664,233.99
<b>TOTAL CITY FUND BALANCE</b>	<b>\$</b>	<b>5,242,017.06</b>
CASH IN BANKS		
Union Bank Checking Accounts	\$	101,421.88
State Treasurer LAIF	\$	5,140,595.18
<b>TOTAL CASH IN BANKS</b>	<b>\$</b>	<b>5,242,017.06</b>

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

	BEGINNING BALANCE	FISCAL YEAR 2012 EXPENDITURES	RECEIPTS	TRANSFERS DEBITS-CREDITS	ENDING BALANCE
001- GENERAL FUND	2,356,555.34	422,390.51	264,613.46	13,586.41	2,212,364.70
002- SEWER FUND	660,805.31	54,996.39	68,635.95	1,489.63	672,956.24
003- GAS TAX	52,754.03	12,448.67	91.13	3,750.00	36,646.49
004- WATER FUND	1,076,695.88	55,276.30	76,966.28	1,014.80	1,097,371.06
005- CABLE TV PUBLIC ACCESS	.00	.00	.00	.00	.00
007- LOCAL TRANSPORTATION	.00	.00	.00	.00	.00
008- BOND AND TRUST FUND	2,398.30	.00	10.00	.00	2,408.30
009- TRAFFIC SAFETY	14,701.53	548.87	187.27	780.50	13,559.43
010- TUT-MEASURE A	233,013.45	48,744.79	.00	11,578.75	172,689.91
012- SUNRISE MHP	169,258.81	32,607.30	7,595.01	20.95	144,225.57
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
019- DEFERRED COMPENSATION	.00	.00	.00	.00	.00
021- CANINE DONATION	17,259.62	551.36	.00	.00	16,708.26
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
030- K MART	.00	.00	.00	.00	.00
032- CLEEPS/ENF&EQUIP PRGRM	.00	.00	.00	.00	.00
033- COPS	160,906.15	15,240.26	182.26	.00	145,848.15
034- SAFE ROUTE TO SCHOOLS	.00	.00	.00	.00	.00
035- MAC IVER ST EXT/STIP&TE	.00	.00	.00	.00	.00

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

FISCAL YEAR 2012					
	BEGINNING BALANCE	EXPENDITURES	RECEIPTS	TRANSFERS DEBITS-CREDITS	ENDING BALANCE
036- HWY 6 & WYE RD	846,727.79	.00	.00	.00	846,727.79
037- HOME FUNDS/WILLOW ST	2,762.54	.00	.00	.00	2,762.54
038- MACIVR/IMACA CDBG-1951	.00	.00	.00	.00	.00
039- GIS/GRANTS	15,145.00	.00	.00	.00	15,145.00
040- PVMNT MGNT PLAN PHASE	.00	.00	.00	.00	.00
041- PAVEMNT MNGMT PLAN 2	.00	.00	.00	.00	.00
042- FED GRANT/B06SP/CA0082	29,320.67	.00	.00	.00	29,320.67
043- ROAD PROJECT A	128,575.44	.00	48,386.79	.00	80,188.65
046- SNEDEN IMPROVEMENTS	5,723.80	.00	.00	.00	5,723.80
047- SOUTH SECOND IMPROV	11,359.12	.00	.00	.00	11,359.12
048- N WARREN IMPROVEMENTS	43.10	.00	.00	.00	43.10
049- W. PINE IMPROVEMENTS	11,623.86	.00	.00	.00	11,623.86
050- BUS PULLOUTS	.00	.00	.00	.00	.00
052- GROVE ST SIDEWALKS	11,239.59	.00	.00	.00	11,239.59
053- ENVIR CONSTRAINTS	126.60	.00	.00	.00	126.60
054- E. LINE ST BRIDGE	201.60	.00	.00	.00	201.60
055- JAY ST EXTENSION	302.42	.00	.00	.00	302.42
056- WYE RD EXTENSION	302.42	.00	.00	.00	302.42
057- SEIBU TO SCHL BIKE PATH	11,002.80	.00	.00	.00	11,002.80
058- PINE TO PARK/STIP	40,113.83	16,381.32	.00	.00	56,495.15
059- HANBY PAVEMENT-PROJECT	.00	.00	.00	.00	.00
070- HOME OWNER ASSIST PRGM	.00	.00	.00	.00	.00
071- SILVER PEAK/IMACA	2,200.00	.00	.00	.00	2,200.00
099- DEBT SERVICE	.00	.00	.00	.00	.00
TOTALS	5,439,582.90	659,185.77	466,668.15	5,048.22	5,242,017.06

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
31010 PROPERTY TAXES SECUR	370,000.00	.00	191,241.10	178,758.90	51
31020 PROPERTY TAXES UNSEC	108,000.00	.00	64,099.04	43,900.96	59
31030 PROPERTY TAXES PRIOR	.00	.00	2,277.82	2,277.82-	0
31050 PROPERTY TAX HOMEOWN	3,000.00	.00	.00	3,000.00	0
31060 PROP TAX MISC	23,000.00	.00	18,502.31	4,497.69	80
31065 VLF SWAP/PROP TX IN	280,000.00	.00	137,507.57	142,492.43	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	143,800.00	845,670.48	754,329.52	52
31122 TRIPLE FLIP/LIEU SLS	550,000.00	.00	264,818.34	285,181.66	48
31126 DWP WTR AGREEMENT PA	180,000.00	.00	182,666.00	2,666.00-	101
31128 SALES TX 1/2%-PUBLIC	13,000.00	.00	7,161.42	5,838.58	55
31130 TRANSIENT OCCUPANCY	1,800,000.00	65,850.14	1,078,945.86	721,054.14	59
31150 REAL PROPERTY TRANSF	5,000.00	287.37	1,277.09	3,722.91	25
32010 BUSINESS LICENSES	50,000.00	2,147.00	46,487.90	3,512.10	92
32035 TENTATIVE MAP PERMIT	750.00	.00	.00	750.00	0
32040 USE PERMITS	4,000.00	400.00	1,300.00	2,700.00	32
32050 BUILDING PERMITS	12,000.00	997.14	6,927.13	5,072.87	57
32060 ELECTRICAL PERMITS	2,500.00	45.75	1,001.25	1,498.75	40
32070 PLUMBING/MECHANICAL	4,000.00	182.50	1,575.25	2,424.75	39
32080 ELECTRICAL FRANCHISE	34,000.00	.00	.00	34,000.00	0
32090 TV FRANCHISE	12,000.00	.00	6,271.99	5,728.01	52
33010 INTEREST ON BANK DEP	18,000.00	3,732.84-	5,385.33	12,614.67	29
33020 RENTAL OF REAL PROPE	110,000.00	9,999.83	78,021.18	31,978.82	70
34010 MOTOR VEHICLE IN LIE	12,000.00	.00	1,925.96	10,074.04	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	11,666.69	8,333.31	58
34042 PROP 1B/LOCAL STREET	.00	60.00	60.00	60.00-	0
34045 PAVEMENT MGNT PLAN	.00	.00	.00	.00	0
34046 DOC/RECYCLING GRANT	5,000.00	.00	5,000.00	.00	100
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	7,423.60	2,607.40	74
34081 SALARY REIMB FRM RF	.00	.00	.00	.00	0
34082 MISC REIM FROM RF DI	28,709.00	766.06	40,644.13	11,935.13-	141
34083 SMHP MANAGEMENT FEE	.00	.00	.00	.00	0
34090 LOAN RETIREMENT SUNR	4,200.00	.00	.00	4,200.00	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	1,464.56	5,359.99	4,240.01	55
34122 DVROS-STATE	.00	.00	.00	.00	0
34125 PARKING CITATIONS	15,000.00	1,779.75	8,718.87	6,281.13	58
34135 MANDATED COSTS REIMB	.00	.00	.00	.00	0
34140 DISPATCH CONTRACTS	500.00	.00	325.00	175.00	65
34150 ASSET FORFEIT REFUND	.00	.00	.00	.00	0
34160 911 REIM-STATE	.00	.00	.00	.00	0
35010 PLAN CHECKING	5,000.00	183.95	3,021.61	1,978.39	60

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
35015 GRADING PERMIT	.00	.00	.00	.00	0
35020 STRONG MOTION INST.	150.00	10.66	94.66	55.34	63
35060 CBSC/BLDG PERMIT	100.00	10.00	54.00	46.00	54
36010 SALE OF PERSONAL PRO	6,800.00	2,082.25	3,325.98	3,474.02	48
36020 INS. REFUNDS & DIVID	45,000.00	.00	3,787.79	41,212.21	8
36025 FORFEITURE OF DEPOSI	.00	.00	.00	.00	0
36030 MISCELLANEOUS	40,000.00	31,231.67	41,828.09	1,828.09-	104
36032 CENTENNIAL COINS	.00	.00	.00	.00	0
36040 FINGERPRINTING & REP	33,000.00	2,548.00	18,961.25	14,038.75	57
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	55,000.00	.00	.00	55,000.00	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/	.00	.00	.00	.00	0
36088 1ST FIVE GRANT/INYO	13,573.00	.00	.00	13,573.00	0
36091 CERTIFICATE OF COMP	.00	.00	.00	.00	0
39141 INT ON LOANS	.00	.00	.00	.00	0
39143 LOAN PMTS	25,000.00	.00	.00	25,000.00	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	2,500.00	33.00	2,020.25	479.75	80
39278 TREE DEDICATION	.00	.00	600.00	600.00-	0
39280 SUMMER YOUTH PROGRAM	.00	.00	70.00	70.00-	0
39282 SKATE PARK DONATIONS	.00	.00	.00	.00	0
39290 SWIMMING POOL	32,000.00	.00	18,388.46	13,611.54	57
39292 SWIMMING POOL MISC I	200.00	.00	.00	200.00	0
39297 YOUTH ATHLETICS	25,000.00	2,537.00	9,379.00	15,621.00	37
39298 ADULT ATHLETICS	17,000.00	1,043.50	5,373.00	11,627.00	31
39901 PROCEEDS FROM LEASE	.00	.00	.00	.00	0
39999 REVENUE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>5,591,513.00</u>	<u>265,393.96</u>	<u>3,130,515.39</u>	<u>2,460,997.61</u>	<u>55</u>

EXPENDITURES

010 CITY COUNCIL

51001 SALARIES-FULL TIME	18,000.00	1,500.00	12,898.50	5,101.50	71
51007 HEALTH INSURANCE	57,000.00	4,250.94	33,641.85	23,358.15	59
51008 DENTAL INSURANCE	7,500.00	504.28	3,880.44	3,619.56	51
51010 WORKERS COMPENSATION	200.00	14.00	118.20	81.80	59
51011 MEDICARE TAX	300.00	21.80	178.70	121.30	59
51017 FICA	300.00	19.50	143.91	156.09	47
51025 RETIREE HEALTH INSUR	56,000.00	4,265.82	33,748.66	22,251.34	60
51043 DISABILITY INSURANCE	600.00	49.00	392.00	208.00	65
51046 OPEB/POST EMP BENEFI	.00	.00	.00	.00	0
52009 TRAINING	950.00	.00	950.00	.00	100

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

## 301 GENERAL FUND

PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
52011 ADVERTISING/PRINTING	4,000.00	124.30	469.98	3,530.02	11
52012 OFFICE SUPPLIES,POST	1,500.00	16.00	629.67	870.33	41
52013 COMMUNICATIONS	500.00	.00	37.58	462.42	7
52014 MEETINGS, TRAVEL, CO	16,550.00	981.87	9,917.78	6,632.22	59
52015 PROFESSIONAL/TECH. S	10,000.00	1,355.00	3,454.97	6,545.03	34
52018 SPECIAL DEPT. SUPPLI	3,000.00	110.79	1,089.87	1,910.13	36
52019 MISC. DUES & SUBSCRI	3,000.00	.00	2,844.00	156.00	94
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
<b>TOTAL CITY COUNCIL</b>	<b>179,400.00</b>	<b>13,213.30</b>	<b>104,396.11</b>	<b>75,003.89</b>	<b>58</b>

## 011 ADMINISTRATION

51001 SALARIES-FULL TIME	150,000.00	12,902.18	124,839.81	25,160.19	83
51002 SALARIES/PART-TIME	.00	.00	.00	.00	0
51004 OVERTIME WAGES	7,500.00	.00	1,227.88	6,272.12	16
51007 HEALTH INSURANCE	26,000.00	1,803.79	18,242.43	7,757.57	70
51008 DENTAL INSURANCE	2,500.00	349.47	1,965.53	534.47	78
51009 PERS EMPLOYEE/EMPLOY	42,824.00	3,617.49	26,266.39	16,557.61	61
51010 WORKERS COMPENSATION	3,800.00	257.81	2,992.94	807.06	78
51011 MEDICARE TAX	2,500.00	187.09	1,827.52	672.48	73
51017 FICA	176.00	44.00	176.00	.00	100
51022 P.A.R.S SYSTEM	35,000.00	2,727.86	21,342.64	13,657.36	60
51024 EMPLOYER COMP MATCH	3,200.00	346.00	2,726.68	473.32	85
51025 RETIREE HEALTH INSUR	21,132.00	2,016.19	16,873.06	4,258.94	79
51042 UNEMPLOYMENT INS.	26,868.00	5,144.00	7,361.00	19,507.00	27
51043 DISABILITY INSURANCE	3,000.00	191.33	1,512.44	1,487.56	50
51046 OPEB/POST EMP BENEFI	10,500.00	1,476.16	11,673.19	1,173.19-	111
52009 TRAINING	2,000.00	.00	475.00	1,525.00	23
52011 ADVERTISING/PRINTING	600.00	77.53	165.73	434.27	27
52012 OFFICE SUPPLIES,POST	1,500.00	114.91	1,036.61	463.39	69
52013 COMMUNICATIONS	2,000.00	21.80	870.37	1,129.63	43
52014 MEETINGS, TRAVEL, CO	7,000.00	663.81	4,399.28	2,600.72	62
52015 PROFESSIONAL/TECH. S	1,500.00	1,896.50	2,177.75	677.75-	145
52018 SPECIAL DEPT. SUPPLI	500.00	.00	57.50	442.50	11
52019 MISC. DUES & SUBSCRI	1,500.00	.00	352.18	1,147.82	23
52030 MISC. ADM/EMP COMP P	.00	.00	.00	.00	0
53022 OFFICE EQUIP. OPERAT	3,000.00	219.77	2,001.87	998.13	66
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
<b>TOTAL ADMINISTRATION</b>	<b>354,600.00</b>	<b>34,057.69</b>	<b>250,563.80</b>	<b>104,036.20</b>	<b>70</b>

## 012 FINANCE

51001 SALARIES-FULL TIME	36,000.00	3,646.24	25,654.00	10,346.00	71
51002 SALARIES/PART-TIME	25,000.00	2,379.75	17,333.52	7,666.48	69
51004 OVERTIME WAGES	6,000.00	.00	3,081.53	2,918.47	51
51007 HEALTH INSURANCE	6,200.00	500.17	3,904.92	2,295.08	62
51008 DENTAL INSURANCE	700.00	66.27	502.61	197.39	71
51009 PERS EMPLOYEE/EMPLOY	11,000.00	995.34	6,917.64	4,082.36	62
51010 WORKERS COMPENSATION	600.00	56.02	440.98	159.02	73
51011 MEDICARE TAX	1,000.00	87.40	668.09	331.91	66

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND  
PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
51017 FICA	500.00	74.94	556.33	56.33-	111
51022 P.A.R.S SYSTEM	8,800.00	631.84	5,014.72	3,785.28	56
51024 EMPLOYER COMP MATCH	1,600.00	125.00	1,000.00	600.00	62
51025 RETIREE HEALTH INSUR	12,300.00	666.88	5,259.44	7,040.56	42
51043 DISABILITY INSURANCE	700.00	60.56	477.86	222.14	68
51046 OPEB/POST EMP BENEFI	2,700.00	390.16	3,082.13	382.13-	114
52009 TRAINING	1,000.00	.00	.00	1,000.00	0
52011 ADVERTISING/PRINTING	500.00	.00	152.80	347.20	30
52012 OFFICE SUPPLIES,POST	4,000.00	798.70	3,508.07	491.93	87
52013 COMMUNICATIONS	500.00	6.97	41.86	458.14	8
52014 MEETINGS, TRAVEL, CO	2,000.00	.00	1,776.07	223.93	88
52015 PROFESSIONAL/TECH. S	43,000.00	1,276.73	37,170.46	5,829.54	86
52018 SPECIAL DEPT. SUPPLI	3,000.00	.00	.00	3,000.00	0
52019 MISC. DUES & SUBSCRI	380.00	.00	164.00	216.00	43
52116 E.S. TRANSIT AUTH LO	25,000.00	.00	25,000.00	.00	100
53022 OFFICE EQUIP. OPERAT	8,535.00	117.18	7,674.81	860.19	89
55023 EXP-SMALL CLAIMS	.00	.00	.00	.00	0
55024 RENTALS-REFUNDS	620.00	.00	437.60	182.40	70
56028 CAPITAL EQUIPMENT	5,965.00	.00	.00	5,965.00	0
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
<b>TOTAL FINANCE</b>	<b>207,600.00</b>	<b>11,880.15</b>	<b>149,819.44</b>	<b>57,780.56</b>	<b>72</b>
<b>013 TREASURER</b>					
51001 SALARIES-FULL TIME	1,800.00	150.00	1,200.00	600.00	66
51007 HEALTH INSURANCE	.00	.00	.00	.00	0
51010 WORKERS COMPENSATION	50.00	1.40	11.53	38.47	23
51011 MEDICARE TAX	30.00	2.18	17.44	12.56	58
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>155.54</b>	<b>1,244.65</b>	<b>670.35</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	33,000.00	33,000.00	50
52014 MEETINGS, TRAVEL, CO	1,500.00	.00	.00	1,500.00	0
52015 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	300.00	.00	.00	300.00	0
52019 MISC. DUES & SUBSCRI	3,000.00	.00	2,269.31	730.69	75
55040 LITIGATION SERVICES	3,500.00	.00	3,121.94	378.06	89
<b>TOTAL LEGAL SERVICES</b>	<b>74,300.00</b>	<b>5,500.00</b>	<b>38,391.25</b>	<b>35,908.75</b>	<b>51</b>
<b>015 INSURANCE</b>					
51008 DENTAL INSURANCE	.00	.00	.00	.00	0
51009 PERS EMPLOYEE/EMPLOY	200.00	.00	.00	200.00	0
51010 WORKERS COMPENSATION	15,312.00	.00	15,311.33	.67	99
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND

PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** ACTUAL ***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
51043 DISABILITY INSURANCE	.00	.00	.00	.00	0
51046 OPEB/POST EMP BENEFI	.00	.00	.00	.00	0
52008 ADMINISTRATION FEES	4,000.00	208.01	2,188.07	1,811.93	54
52016 INSURANCE	401,688.00	.00	305,393.00	96,295.00	76
<b>TOTAL INSURANCE</b>	<b>421,200.00</b>	<b>208.01</b>	<b>322,892.40</b>	<b>98,307.60</b>	<b>76</b>
016 BUILDING AND GROUNDS					
51001 SALARIES-FULL TIME	48,000.00	3,693.90	31,689.97	16,310.03	66
51002 SALARIES/PART-TIME	15,000.00	1,144.00	8,658.00	6,342.00	57
51004 OVERTIME WAGES	1,000.00	.00	.00	1,000.00	0
51007 HEALTH INSURANCE	8,000.00	580.75	4,993.04	3,006.96	62
51008 DENTAL INSURANCE	800.00	56.73	469.65	330.35	58
51009 PERS EMPLOYEE/EMPLOY	15,000.00	1,226.98	9,512.82	5,487.18	63
51010 WORKERS COMPENSATION	4,400.00	366.68	2,987.23	1,412.77	67
51011 MEDICARE TAX	1,400.00	70.14	584.99	815.01	41
51017 FICA	800.00	58.88	376.58	423.42	47
51022 P.A.R.S SYSTEM	9,600.00	823.12	6,958.30	2,641.70	72
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	1,000.00	50.72	436.78	563.22	43
51046 OPEB/POST EMP BENEFI	3,500.00	443.26	3,799.34	299.34-	108
52010 HEAT,LIGHT,POWER	41,000.00	5,784.57	30,258.65	10,741.35	73
52011 ADVERTISING/PRINTING	100.00	.00	47.10	52.90	47
52013 COMMUNICATIONS	6,000.00	518.62	3,979.42	2,020.58	66
52015 PROFESSIONAL/TECH. S	6,000.00	339.00	3,940.55	2,059.45	65
52017 WASTE FEES	1,600.00	146.07	1,295.49	304.51	80
52018 SPECIAL DEPT. SUPPLI	2,900.00	164.68	704.64	2,195.36	24
53020 VEHICLE OPERATION	1,000.00	138.90	470.38	529.62	47
54023 BUILDING OPERATION	7,500.00	788.94	3,522.02	3,977.98	46
56027 CAPITAL IMPROVEMENT	8,000.00	.00	.00	8,000.00	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
<b>TOTAL BUILDING AND GROUNDS</b>	<b>182,600.00</b>	<b>16,395.94</b>	<b>114,684.95</b>	<b>67,915.05</b>	<b>62</b>
018 ELECTIONS					
51002 SALARIES/PART-TIME	.00	.00	.00	.00	0
52009 TRAINING	417.00	.00	.00	417.00	0
52011 ADVERTISING/PRINTING	83.00	.00	82.50	.50	99
52012 OFFICE SUPPLIES,POST	.00	.00	.00	.00	0
52013 COMMUNICATIONS	.00	139.50-	.20-	.20	0
52015 PROFESSIONAL/TECH. S	.00	500.00	500.00	500.00-	0
52018 SPECIAL DEPT. SUPPLI	.00	43.02	43.02	43.02-	0
<b>TOTAL ELECTIONS</b>	<b>500.00</b>	<b>403.52</b>	<b>625.32</b>	<b>125.32-</b>	<b>125</b>
019 COMMUNITY PROMOTION					

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
52111 CHAMBER OF COMMERCE	128,304.00	10,692.00	96,228.00	32,076.00	75
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	1,271.00	.00	1,000.00	271.00	78
52121 IMAAA/SENIOR PROGRAM	9,696.00	.00	.00	9,696.00	0
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>152,279.00</b>	<b>10,692.00</b>	<b>108,892.00</b>	<b>43,387.00</b>	<b>71</b>
<b>020 POLICE DEPARTMENT</b>					
51001 SALARIES-FULL TIME	1,200,000.00	82,716.27	809,925.68	390,074.32	67
51002 SALARIES/PART-TIME	15,000.00	1,144.00	12,828.77	2,171.23	85
51003 RESERVES-PART/TIME	.00	.00	.00	.00	0
51004 OVERTIME WAGES	110,000.00	4,078.47	67,091.07	42,908.93	60
51007 HEALTH INSURANCE	240,000.00	15,807.63	153,243.32	86,756.68	63
51008 DENTAL INSURANCE	26,000.00	1,913.36	16,120.59	9,879.41	62
51009 PERS EMPLOYEE/EMPLOY	450,000.00	39,302.87	300,827.62	149,172.38	66
51010 WORKERS COMPENSATION	105,000.00	7,519.87	69,901.54	35,098.46	66
51011 MEDICARE TAX	18,000.00	1,511.03	13,544.56	4,455.44	75
51015 SHIFT DIFFERENTIAL P	70,000.00	6,092.13	52,538.66	17,461.34	75
51017 FICA	1,000.00	27.95	353.97	646.03	35
51019 SALARIES-CADETS	.00	.00	.00	.00	0
51022 P.A.R.S SYSTEM	66,000.00	4,814.62	44,120.67	21,879.33	66
51024 EMPLOYER COMP MATCH	5,000.00	229.50	2,168.75	2,831.25	43
51025 RETIREE HEALTH INSUR	201,700.00	16,857.49	133,158.12	68,541.88	66
51042 UNEMPLOYMENT INS.	300.00	.00	283.00	17.00	94
51043 DISABILITY INSURANCE	19,700.00	1,647.37	14,277.93	5,422.07	72
51044 LIABILITY CLAIMS	.00	.00	.00	.00	0
51046 OPEB/POST EMP BENEFI	88,200.00	11,051.91	96,096.93	7,896.93	108
52009 TRAINING	19,333.00	90.00	19,321.15	11.85	99
52010 HEAT,LIGHT,POWER	25,000.00	2,019.38	15,431.97	9,568.03	61
52011 ADVERTISING/PRINTING	3,000.00	.00	300.00	2,700.00	10
52012 OFFICE SUPPLIES,POST	6,000.00	637.76	3,826.96	2,173.04	63
52013 COMMUNICATIONS	30,000.00	2,967.09	19,309.05	10,690.95	64
52014 MEETINGS, TRAVEL, CO	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. S	30,000.00	1,209.72	14,832.08	15,167.92	49
52018 SPECIAL DEPT. SUPPLI	8,000.00	285.91	4,762.49	3,237.51	59
52019 MISC. DUES & SUBSCRI	2,000.00	90.00	555.00	1,445.00	27
52021 FINGERPRINT FEES	13,000.00	956.00	6,627.00	6,373.00	50
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	30,391.00	.00	.00	30,391.00	0
52654 INDIAN GAMING GRANT	21,770.00	.00	10,455.32	11,314.68	48
53020 VEHICLE OPERATION	55,000.00	3,964.73	36,805.72	18,194.28	66
53022 OFFICE EQUIP. OPERAT	6,500.00	413.64	3,380.23	3,119.77	52
54023 BUILDING OPERATION	10,000.00	420.41	4,135.87	5,864.13	41
55024 RENTALS-REFUNDS	.00	.00	.00	.00	0
55040 LITIGATION SERVICES	100.00	.00	95.00	5.00	95

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND

PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
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>2,876,994.00</b>	<b>207,713.21</b>	<b>1,926,319.02</b>	<b>950,674.98</b>	<b>66</b>

021 FIRE DEPARTMENT

51001 SALARIES-FULL TIME	7,500.00	639.30	5,114.40	2,385.60	68
51002 SALARIES/PART-TIME	47,100.00	4,251.50	27,532.10	19,567.90	58
51007 HEALTH INSURANCE	3,500.00	193.59	1,531.35	1,968.65	43
51008 DENTAL INSURANCE	500.00	18.91	145.53	354.47	29
51009 PERS EMPLOYEE/EMPLOY	3,500.00	501.46	2,626.59	873.41	75
51010 WORKERS COMPENSATION	30,760.00	1,804.88	13,245.92	17,514.08	43
51011 MEDICARE TAX	1,000.00	35.90	269.30	730.70	26
51017 FICA	800.00	67.87	439.33	360.67	54
51022 P.A.R.S SYSTEM	1,800.00	135.54	1,084.32	715.68	60
51025 RETIREE HEALTH INSUR	6,800.00	539.68	4,279.16	2,520.84	62
51041 FIREMANS LIFE INS.	2,064.00	315.00	2,052.00	12.00	99
51043 DISABILITY INSURANCE	300.00	12.21	97.68	202.32	32
51046 OPEB/POST EMP BENEFI	1,000.00	76.72	613.76	386.24	61
52009 TRAINING	4,000.00	286.76	4,362.27	362.27-	109
52010 HEAT,LIGHT,POWER	7,500.00	136.69	4,348.32	3,151.68	57
52011 ADVERTISING/PRINTING	100.00	.00	.00	100.00	0
52012 OFFICE SUPPLIES,POST	300.00	.00	38.34	261.66	12
52013 COMMUNICATIONS	2,880.00	200.08	2,405.89	474.11	83
52014 MEETINGS, TRAVEL, CO	1,591.00	489.86	3,886.12	2,295.12-	244
52015 PROFESSIONAL/TECH. S	2,500.00	36.75	2,984.21	484.21-	119
52018 SPECIAL DEPT. SUPPLI	52,594.00	2,055.93	55,988.99	3,394.99-	106
52019 MISC. DUES & SUBSCRI	1,300.00	.00	1,276.00	24.00	98
53020 VEHICLE OPERATION	14,087.00	1,444.01	13,696.90	390.10	97
53022 OFFICE EQUIP. OPERAT	100.00	.00	48.38	51.62	48
54023 BUILDING OPERATION	500.00	164.95	446.50	53.50	89
55024 RENTALS-REFUNDS	500.00	.00	.00	500.00	0
56027 CAPITAL IMPROVEMENT	5,000.00	2,781.31	5,068.10	68.10-	101
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>256,994.00</b>	<b>16,188.90</b>	<b>210,998.95</b>	<b>45,995.05</b>	<b>82</b>

022 BUILDING

51001 SALARIES-FULL TIME	50,000.00	4,199.54	33,382.82	16,617.18	66
51004 OVERTIME WAGES	200.00	.00	.00	200.00	0
51007 HEALTH INSURANCE	9,800.00	838.86	6,635.55	3,164.45	67
51008 DENTAL INSURANCE	1,000.00	81.94	630.57	369.43	63
51009 PERS EMPLOYEE/EMPLOY	13,000.00	1,318.12	9,533.93	3,466.07	73
51010 WORKERS COMPENSATION	2,000.00	130.46	1,071.38	928.62	53
51011 MEDICARE TAX	800.00	60.90	484.10	315.90	60
51022 P.A.R.S SYSTEM	13,000.00	920.28	7,257.04	5,742.96	55
51024 EMPLOYER COMP MATCH	1,600.00	131.00	1,048.00	552.00	65
51025 RETIREE HEALTH INSUR	6,000.00	466.30	3,224.62	2,775.38	53

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
51043 DISABILITY INSURANCE	1,000.00	74.72	597.76	402.24	59
51046 OPEB/POST EMP BENEFI	4,000.00	503.94	4,005.92	5.92-	100
52009 TRAINING	500.00	.00	.00	500.00	0
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	500.00	10.38	134.85	365.15	26
52013 COMMUNICATIONS	400.00	.00	253.48	146.52	63
52014 MEETINGS, TRAVEL, CO	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. S	2,000.00	.00	31.50	1,968.50	1
52018 SPECIAL DEPT. SUPPLI	200.00	.00	100.29	99.71	50
52019 MISC. DUES & SUBSCRI	650.00	.00	227.00	423.00	34
53020 VEHICLE OPERATION	1,500.00	65.28	545.53	954.47	36
53022 OFFICE EQUIP. OPERAT	430.00	26.67	202.61	227.39	47
55024 RENTALS-REFUNDS	.00	.00	.00	.00	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
<b>TOTAL BUILDING</b>	<b>108,580.00</b>	<b>8,828.39</b>	<b>69,366.95</b>	<b>39,213.05</b>	<b>63</b>

023 STREET MAINTENANCE

51001 SALARIES-FULL TIME	18,000.00	2,280.74-	12,099.78	5,900.22	67
51002 SALARIES/PART-TIME	.00	.00	.00	.00	0
51004 OVERTIME WAGES	2,000.00	.00	1,218.78	781.22	60
51007 HEALTH INSURANCE	4,000.00	353.73	4,152.97	152.97-	103
51008 DENTAL INSURANCE	900.00	37.27	384.47	515.53	42
51009 PERS EMPLOYEE/EMPLOY	6,750.00	369.78	4,059.93	2,690.07	60
51010 WORKERS COMPENSATION	2,500.00	228.72	2,587.56	87.56-	103
51011 MEDICARE TAX	400.00	24.71	290.88	109.12	72
51013 PW-PART TIME SALARIE	.00	.00	.00	.00	0
51017 FICA	.00	.00	.00	.00	0
51018 DUTY TIME	4,800.00	236.25	3,003.75	1,796.25	62
51022 P.A.R.S SYSTEM	4,800.00	312.86	3,329.78	1,470.22	69
51024 EMPLOYER COMP MATCH	2,500.00	.00	514.50	1,985.50	20
51025 RETIREE HEALTH INSUR	7,100.00	624.27	4,992.47	2,107.53	70
51043 DISABILITY INSURANCE	500.00	31.39	334.70	165.30	66
51044 LIABILITY CLAIMS	.00	.00	.00	.00	0
51046 OPEB/POST EMP BENEFI	2,150.00	199.88	2,313.07	163.07-	107
52009 TRAINING	250.00	7.00	19.00	231.00	7
52010 HEAT,LIGHT,POWER	900.00	108.57	371.36	528.64	41
52011 ADVERTISING/PRINTING	100.00	.00	.00	100.00	0
52012 OFFICE SUPPLIES,POST	1,000.00	19.83	729.91	270.09	72
52013 COMMUNICATIONS	1,200.00	115.29	423.02	776.98	35
52014 MEETINGS, TRAVEL, CO	250.00	.00	.00	250.00	0
52015 PROFESSIONAL/TECH. S	7,500.00	61.21	1,887.13	5,612.87	25
52017 WASTE FEES	950.00	25.76	443.27	506.73	46
52018 SPECIAL DEPT. SUPPLI	4,100.00	178.97	2,073.80	2,026.20	50
52019 MISC. DUES & SUBSCRI	50.00	150.00	166.40	116.40-	332
52020 WATER CONSERVATION P	2,000.00	.00	1,294.00	706.00	64
52034 RECYCLING GRANT/DOC	5,000.00	.00	.00	5,000.00	0
53020 VEHICLE OPERATION	4,500.00	449.16	2,753.62	1,746.38	61
53022 OFFICE EQUIP. OPERAT	500.00	26.67	214.89	285.11	42
55024 RENTALS-REFUNDS	35,000.00	.00	32,012.60	2,987.40	91

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
56027 CAPITAL IMPROVEMENT	1,500.00	.00	836.86	663.14	55
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
57041 PAVEMENT CRACK SEAL	.00	.00	.00	.00	0
57043 TRAFFIC PAINTING	.00	.00	.00	.00	0
57045 TRAFFIC PAINTING	.00	.00	.00	.00	0
<b>TOTAL STREET MAINTENANCE</b>	<u>121,200.00</u>	<u>1,280.58</u>	<u>82,508.50</u>	<u>38,691.50</u>	<u>68</u>
024 PROP 1B/LOCAL STREETS					
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
56027 CAPITAL IMPROVEMENT	20,000.00	3,913.51	3,913.51	16,086.49	19
57043 TRAFFIC PAINTING	.00	.00	.00	.00	0
<b>TOTAL PROP 1B/LOCAL STREET</b>	<u>20,000.00</u>	<u>3,913.51</u>	<u>3,913.51</u>	<u>16,086.49</u>	<u>19</u>
025 STREET SWEEPING					
51001 SALARIES-FULL TIME	42,000.00	3,320.06	26,280.42	15,719.58	62
51004 OVERTIME WAGES	.00	.00	.00	.00	0
51007 HEALTH INSURANCE	10,000.00	735.50	5,714.13	4,285.87	57
51008 DENTAL INSURANCE	1,000.00	73.01	551.38	448.62	55
51009 PERS EMPLOYEE/EMPLOY	12,000.00	859.14	6,817.86	5,182.14	56
51010 WORKERS COMPENSATION	6,500.00	445.22	3,624.90	2,875.10	55
51011 MEDICARE TAX	800.00	48.14	381.09	418.91	47
51022 P.A.R.S SYSTEM	9,000.00	665.22	5,300.98	3,699.02	58
51043 DISABILITY INSURANCE	1,000.00	59.11	465.28	534.72	46
51046 OPEB/POST EMP BENEFI	3,000.00	387.45	3,036.58	36.58-	101
52017 WASTE FEES	300.00	.00	273.00	27.00	91
53020 VEHICLE OPERATION	10,060.00	133.73	6,970.34	3,089.66	69
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
<b>TOTAL STREET SWEEPING</b>	<u>95,660.00</u>	<u>6,726.58</u>	<u>59,415.96</u>	<u>36,244.04</u>	<u>62</u>
026 STREET LIGHTING					
52010 HEAT,LIGHT,POWER	36,000.00	3,542.90	24,788.58	11,211.42	68
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
55024 RENTALS-REFUNDS	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
<b>TOTAL STREET LIGHTING</b>	<u>36,000.00</u>	<u>3,542.90</u>	<u>24,788.58</u>	<u>11,211.42</u>	<u>68</u>

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND

PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
028 EMERGENCY PREPAREDNESS					
52013 COMMUNICATIONS	3,000.00	220.10	1,360.06	1,639.94	45
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
<b>TOTAL EMERGENCY PREPAREDNE</b>	<b>4,500.00</b>	<b>220.10</b>	<b>1,360.06</b>	<b>3,139.94</b>	<b>30</b>
031 PARKS & REC					
51001 SALARIES-FULL TIME	136,000.00	10,876.22	90,388.36	45,611.64	66
51002 SALARIES/PART-TIME	400.00	.00	.00	400.00	0
51004 OVERTIME WAGES	1,500.00	.00	.00	1,500.00	0
51007 HEALTH INSURANCE	38,000.00	3,084.42	25,241.36	12,758.64	66
51008 DENTAL INSURANCE	4,000.00	301.31	2,373.15	1,626.85	59
51009 PERS EMPLOYEE/EMPLOY	42,000.00	3,126.04	25,092.81	16,907.19	59
51010 WORKERS COMPENSATION	15,000.00	1,086.20	8,735.23	6,264.77	58
51011 MEDICARE TAX	2,000.00	157.08	1,306.66	693.34	65
51017 FICA	200.00	.00	.00	200.00	0
51022 P.A.R.S SYSTEM	38,000.00	2,435.72	19,909.79	18,090.21	52
51024 EMPLOYER COMP MATCH	3,500.00	185.00	1,697.50	1,802.50	48
51025 RETIREE HEALTH INSUR	46,000.00	3,906.66	30,719.09	15,280.91	66
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	2,800.00	206.14	1,666.27	1,133.73	59
51046 OPEB/POST EMP BENEFI	15,000.00	1,305.14	10,833.55	4,166.45	72
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	76.27-	3,076.27	2-
52015 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
52017 WASTE FEES	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	250.00	.00	76.26	173.74	30
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	164.05	1,569.47	630.53	71
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	5,000.00	3,462.12	4,558.50	441.50	91
56027 CAPITAL IMPROVEMENT	10,000.00	.00	4,909.03	5,090.97	49
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 PARKS &amp; REC</b>	<b>364,850.00</b>	<b>30,296.10</b>	<b>229,000.76</b>	<b>135,849.24</b>	<b>62</b>

034 PLANNING DEPARTMENT

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND

PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
51001 SALARIES-FULL TIME	85,000.00	6,230.30	80,734.80	4,265.20	94
51002 SALARIES/PART-TIME	1,500.00	300.00	1,300.00	200.00	86
51004 OVERTIME WAGES	.00	.00	.00	.00	0
51007 HEALTH INSURANCE	15,300.00	1,135.70	10,468.76	4,831.24	68
51008 DENTAL INSURANCE	1,400.00	110.94	902.77	497.23	64
51009 PERS EMPLOYEE/EMPLOY	22,000.00	2,108.26	14,650.39	7,349.61	66
51010 WORKERS COMPENSATION	3,500.00	190.42	2,654.48	845.52	75
51011 MEDICARE TAX	1,070.00	93.99	1,186.75	116.75-	110
51017 FICA	60.00	2.60	13.00	47.00	21
51022 P.A.R.S SYSTEM	18,000.00	1,380.84	11,853.95	6,146.05	65
51025 RETIREE HEALTH INSUR	6,000.00	466.30	4,137.43	1,862.57	68
51043 DISABILITY INSURANCE	1,500.00	100.52	859.77	640.23	57
51046 OPEB/POST EMP BENEFI	6,600.00	747.64	6,505.93	94.07	98
52009 TRAINING	500.00	.00	.00	500.00	0
52011 ADVERTISING/PRINTING	2,000.00	196.95	698.95	1,301.05	34
52012 OFFICE SUPPLIES,POST	4,800.00	24.69	2,242.99	2,557.01	46
52013 COMMUNICATIONS	400.00	.00	143.68	256.32	35
52014 MEETINGS, TRAVEL, CO	100.00	.00	.00	100.00	0
52015 PROFESSIONAL/TECH. S	48,000.00	23,425.00	57,436.50	9,436.50-	119
52018 SPECIAL DEPT. SUPPLI	100.00	.00	34.37	65.63	34
53020 VEHICLE OPERATION	.00	.00	.00	.00	0
53022 OFFICE EQUIP. OPERAT	430.00	26.67	302.61	127.39	70
53025 LAFCO	22,000.00	.00	.00	22,000.00	0
55024 RENTALS-REFUNDS	.00	.00	.00	.00	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
<b>TOTAL PLANNING DEPARTMENT</b>	<u>240,260.00</u>	<u>36,540.82</u>	<u>196,127.13</u>	<u>44,132.87</u>	<u>81</u>
048 CIVIC ARTS COMMISSION					
52018 SPECIAL DEPT. SUPPLI	18,225.00	.00	18,225.00	.00	100
<b>TOTAL CIVIC ARTS COMMISSIO</b>	<u>18,225.00</u>	<u>.00</u>	<u>18,225.00</u>	<u>.00</u>	<u>100</u>
<b>TOTAL EXPENDITURES</b>	<u>5,717,657.00</u>	<u>407,757.24</u>	<u>3,913,534.34</u>	<u>1,804,122.66</u>	<u>68</u>
<b>NET REV &amp; EXPENDITURE</b>	<u>126,144.00-</u>	<u>142,363.28-</u>	<u>783,018.95-</u>	<u>656,874.95</u>	<u>620</u>
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## STATEMENT OF BUDGETED REVENUES &amp; EXPENDITURES COMPARED TO ACTUAL

002 SEWER FUND

PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** ACTUAL ***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39020 SEWER SERVICE COLLEC	1,012,000.00	66,805.21	749,977.77	262,022.23	74
39023 PENALTIES-SEWER SERV	4,000.00	214.43	1,317.00	2,683.00	32
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	1,321.66	1,321.66	1,678.34	44
39060 SEWER MISCELLANEOUS	30,000.00	294.65	2,287.60	27,712.40	7
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>1,049,000.00</u>	<u>68,635.95</u>	<u>754,904.03</u>	<u>294,095.97</u>	<u>71</u>
<b>EXPENDITURES</b>					
051 SEWER					
51001 SALARIES-FULL TIME	272,000.00	21,784.78	173,412.54	98,587.46	63
51002 SALARIES/PART-TIME	5,200.00	.00	1,020.16	4,179.84	19
51004 OVERTIME WAGES	1,000.00	.00	45.14	954.86	4
51007 HEALTH INSURANCE	56,000.00	4,361.48	33,921.12	22,078.88	60
51008 DENTAL INSURANCE	5,600.00	442.73	3,529.95	2,070.05	63
51009 PERS EMPLOYEE/EMPLOY	78,000.00	6,552.72	48,061.89	29,938.11	61
51010 WORKERS COMPENSATION	28,000.00	2,198.44	17,967.85	10,032.15	64
51011 MEDICARE TAX	4,000.00	321.77	2,566.24	1,433.76	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	271.15	128.85	67
51018 DUTY TIME	4,800.00	405.00	2,497.50	2,302.50	52
51022 P.A.R.S SYSTEM	60,000.00	4,585.14	36,181.79	23,818.21	60
51024 EMPLOYER COMP MATCH	6,000.00	891.00	6,612.00	612.00-	110
51025 RETIREE HEALTH INSUR	32,500.00	2,809.30	22,466.27	10,033.73	69
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	5,000.00	382.15	3,096.77	1,903.23	61
51046 OPEB/POST EMP BENEFI	20,000.00	2,600.06	20,503.53	503.53-	102
52009 TRAINING	3,100.00	14.00	1,633.00	1,467.00	52
52010 HEAT,LIGHT,POWER	30,900.00	3,015.21	17,687.31	13,212.69	57
52011 ADVERTISING/PRINTING	1,700.00	31.25	230.19	1,469.81	13
52012 OFFICE SUPPLIES,POST	4,500.00	66.47	2,401.43	2,098.57	53
52013 COMMUNICATIONS	3,000.00	86.15	1,068.11	1,931.89	35
52014 MEETINGS, TRAVEL, CO	2,800.00	.00	746.95	2,053.05	26
52015 PROFESSIONAL/TECH. S	24,520.00	536.95	15,407.68	9,112.32	62
52017 WASTE FEES	2,500.00	191.26	1,644.45	855.55	65
52018 SPECIAL DEPT. SUPPLI	14,100.00	1,359.23	9,420.56	4,679.44	66
52019 MISC. DUES & SUBSCRI	835.00	.00	239.30	595.70	28
53020 VEHICLE OPERATION	9,700.00	1,247.96	7,259.90	2,440.10	74
53021 SPECIAL EQUIP. OPERA	6,600.00	.00	1,571.55	5,028.45	23
53022 OFFICE EQUIP. OPERAT	2,500.00	93.34	1,333.70	1,166.30	53
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 2/29/12

	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	265,000.00	976.00	183,584.42	81,415.58	69
56028 CAPITAL EQUIPMENT	5,000.00	.00	.00	5,000.00	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>956,255.00</u>	<u>54,996.39</u>	<u>616,382.45</u>	<u>339,872.55</u>	<u>64</u>
<b>TOTAL EXPENDITURES</b>	<u>956,255.00</u>	<u>54,996.39</u>	<u>616,382.45</u>	<u>339,872.55</u>	<u>64</u>
<b>NET REV &amp; EXPENDITURE</b>	<u>92,745.00</u>	<u>13,639.56</u>	<u>138,521.58</u>	<u>45,776.58-</u>	<u>149</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

003 GAS TAX

PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39100 SECTION 2105	20,000.00	.00	11,845.76	8,154.24	59
39110 SECTION 2107-5	1,000.00	.00	.00	1,000.00	0
39120 SECTION 2107	29,000.00	.00	15,664.10	13,335.90	54
39130 SECTION 2106	21,000.00	.00	10,374.22	10,625.78	49
39135 MISC/PROP 42	.00	.00	26,457.83	26,457.83-	0
39138 TRAFFIC CONGESTION	36,278.00	.00	.00	36,278.00	0
39140 INTEREST ON BANK DEP	.00	91.13	91.13	91.13-	0
TOTAL REVENUES	<u>107,278.00</u>	<u>91.13</u>	<u>64,433.04</u>	<u>42,844.96</u>	<u>60</u>

**EXPENDITURES**

030 GAS TAX

51001 SALARIES-FULL TIME	76,000.00	10,151.80	49,587.68	26,412.32	65
51002 SALARIES/PART-TIME	2,500.00	.00	581.22	1,918.78	23
51004 OVERTIME WAGES	.00	.00	.00	.00	0
51005 SALARY-SNOW REMOVAL	.00	.00	.00	.00	0
51007 HEALTH INSURANCE	22,000.00	1,322.93	9,358.67	12,641.33	42
51008 DENTAL INSURANCE	2,000.00	135.29	948.27	1,051.73	47
51009 PERS EMPLOYEE/EMPLOY	21,000.00	1,617.84	11,595.90	9,404.10	55
51010 WORKERS COMPENSATION	11,000.00	707.06	5,291.41	5,708.59	48
51011 MEDICARE TAX	1,200.00	92.82	673.04	526.96	56
51013 PW-PART TIME SALARIE	.00	.00	.00	.00	0
51016 VEHICLE COMPENSATION	.00	.00	.00	.00	0
51017 FICA	200.00	44.00	264.00	64.00-	132
51018 DUTY TIME	100.00	.00	.00	100.00	0
51022 P.A.R.S SYSTEM	17,000.00	1,262.66	8,996.00	8,004.00	52
51024 EMPLOYER COMP MATCH	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	1,800.00	111.06	815.00	985.00	45
51046 OPEB/POST EMP BENEFI	5,800.00	753.21	5,389.83	410.17	92
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 162,400.00 16,198.67 93,501.02 68,898.98 57

TOTAL EXPENDITURES 162,400.00 16,198.67 93,501.02 68,898.98 57

NET REV & EXPENDITURE 55,122.00- 16,107.54- 29,067.98- 26,054.02- 52

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Run Date : 03/01/12

CITY OF BISHOP  
PUBLIC BUDGET ACCOUNTING

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ELAPSED TIM 67 %

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

003 GAS TAX  
PERIOD ENDING 2/29/12

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

004 WATER FUND

PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** 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	74,894.02	867,455.12	298,544.88	74
39013 PENALTIES-WATER SERV	5,000.00	197.76	1,363.36	3,636.64	27
39014 REIMB SMALL CLAIMS	.00	.00	.00	.00	0
39015 INTEREST ON BANK DEP	6,000.00	1,822.51	1,822.51	4,177.49	30
39016 WATER PERMITS	.00	.00	.00	.00	0
39017 WATER MISCELLANEOUS	5,000.00	51.99	3,943.98	1,056.02	78
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
<b>TOTAL REVENUES</b>	<u>1,182,000.00</u>	<u>76,966.28</u>	<u>874,584.97</u>	<u>307,415.03</u>	<u>73</u>

**EXPENDITURES**

050 WATER

51001 SALARIES-FULL TIME	270,000.00	22,530.22	177,755.30	92,244.70	65
51002 SALARIES/PART-TIME	5,200.00	.00	956.23	4,243.77	18
51004 OVERTIME WAGES	3,000.00	.00	392.94	2,607.06	13
51007 HEALTH INSURANCE	56,000.00	4,528.79	35,050.20	20,949.80	62
51008 DENTAL INSURANCE	5,200.00	462.01	3,681.62	1,518.38	70
51009 PERS EMPLOYEE/EMPLOY	76,000.00	6,675.02	48,922.36	27,077.64	64
51010 WORKERS COMPENSATION	29,000.00	2,280.10	18,495.07	10,504.93	63
51011 MEDICARE TAX	4,200.00	331.59	2,628.96	1,571.04	62
51013 PW-PART TIME SALARIE	.00	.00	.00	.00	0
51016 VEHICLE COMPENSATION	.00	.00	.00	.00	0
51017 FICA	300.00	44.00	264.00	36.00	88
51018 DUTY TIME	4,500.00	337.50	2,193.75	2,306.25	48
51022 P.A.R.S SYSTEM	65,400.00	4,578.68	36,150.01	29,249.99	55
51024 EMPLOYER COMP MATCH	600.00	73.00	328.50	271.50	54
51025 RETIREE HEALTH INSUR	32,000.00	2,809.30	22,466.27	9,533.73	70
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	5,000.00	392.04	3,118.27	1,881.73	62
51046 OPEB/POST EMP BENEFI	20,000.00	2,676.30	21,028.37	1,028.37	105
52009 TRAINING	5,600.00	514.00	1,776.28	3,823.72	31
52010 HEAT,LIGHT,POWER	54,200.00	2,509.20	31,884.84	22,315.16	58
52011 ADVERTISING/PRINTING	500.00	31.25	96.44	403.56	19
52012 OFFICE SUPPLIES,POST	5,100.00	216.79	3,017.47	2,082.53	59
52013 COMMUNICATIONS	3,430.00	9.60	1,596.82	1,833.18	46
52014 MEETINGS, TRAVEL, CO	2,300.00	654.45	654.45	1,645.55	28
52015 PROFESSIONAL/TECH. S	34,555.00	234.28	16,993.21	17,561.79	49
52017 WASTE FEES	1,750.00	51.50	857.44	892.56	48
52018 SPECIAL DEPT. SUPPLI	19,500.00	1,220.23	9,404.08	10,095.92	48
52019 MISC. DUES & SUBSCRI	935.00	.00	359.30	575.70	38
52020 WATER CONSERVATION P	5,000.00	.00	1,735.36	3,264.64	34
53020 VEHICLE OPERATION	7,500.00	1,063.12	5,729.50	1,770.50	76
53021 SPECIAL EQUIP. OPERA	.00	.00	.00	.00	0
53022 OFFICE EQUIP. OPERAT	1,795.00	93.33	1,006.01	788.99	56
54023 BUILDING OPERATION	.00	.00	.00	.00	0
55023 EXP-SMALL CLAIMS	1,000.00	.00	.00	1,000.00	0
55024 RENTALS-REFUNDS	1,000.00	.00	864.86	135.14	86

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

004 WATER FUND  
 PERIOD ENDING 2/29/12

	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	156,400.00	960.00	116,348.03	40,051.97	74
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>919,965.00</u>	<u>55,276.30</u>	<u>586,851.72</u>	<u>333,113.28</u>	<u>63</u>
<b>TOTAL EXPENDITURES</b>	<u>919,965.00</u>	<u>55,276.30</u>	<u>586,851.72</u>	<u>333,113.28</u>	<u>63</u>
<b>NET REV &amp; EXPENDITURE</b>	262,035.00	21,689.98	287,733.25	25,698.25-	109
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

007 LOCAL TRANSPORTATION

PERIOD ENDING 2/29/12

	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 2/29/12

	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	1,156.13	1,156.13-	0
39640 BID BONDS	.00	.00	.00	.00	0
39660 OVER AND SHORTAGES	.00	10.00	20.00	20.00-	0
39664 INTEREST ON DEPOSITS	.00	.00	.00	.00	0
39665 COLLECTION FEES	.00	.00	.00	.00	0
39670 CHECK RESTITUTION	.00	.00	300.00	300.00-	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	.00	.00	0
39694 H.C LUMBER ACCRUED I	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>10.00</u>	<u>1,476.13</u>	<u>1,476.13-</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	.00	.00	0
57059 FOUND MONEY	.00	.00	1,155.13	1,155.13-	0
57076 K MART&CAL TRNS 6&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>1,155.13</u>	<u>1,155.13-</u>	<u>0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>1,155.13</u>	<u>1,155.13-</u>	<u>0</u>
NET REV & EXPENDITURE	.00	10.00	321.00	321.00-	0
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

009 TRAFFIC SAFETY  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39710 FINES & FOREFEITURES	2,000.00	187.27	4,873.08	2,873.08-	243
39715 PARKING CITATIONS	.00	780.50-	.00	.00	0
39718 REIMB FROM BSHP SCHL	.00	.00	8,250.00	8,250.00-	0
39720 OTS GRANT	23,000.00	.00	4,428.02	18,571.98	19
TOTAL REVENUES	<u>25,000.00</u>	<u>593.23-</u>	<u>17,551.10</u>	<u>7,448.90</u>	<u>70</u>
<b>EXPENDITURES</b>					
<b>090 TRAFFIC SAFETY</b>					
51002 SALARIES/PART-TIME	9,768.00	472.50	3,472.50	6,295.50	35
51004 OVERTIME WAGES	1,592.00	.00	1,551.56	40.44	97
51007 HEALTH INSURANCE	.00	.00	.00	.00	0
51008 DENTAL INSURANCE	.00	.00	.00	.00	0
51010 WORKERS COMPENSATION	690.00	63.37	90.53	599.47	13
51011 MEDICARE TAX	100.00	6.86	72.89	27.11	72
51015 SHIFT DIFFERENTIAL P	.00	.00	.00	.00	0
51017 FICA	300.00	6.14	45.13	254.87	15
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
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>12,450.00</u>	<u>548.87</u>	<u>5,232.61</u>	<u>7,217.39</u>	<u>42</u>
TOTAL EXPENDITURES	<u>12,450.00</u>	<u>548.87</u>	<u>5,232.61</u>	<u>7,217.39</u>	<u>42</u>
NET REV & EXPENDITURE	12,550.00	1,142.10-	12,318.49	231.51	98
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

010 TUT MEASURE A  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39722 TUT MEASURE A	550,000.00	.00	216,446.19	333,553.81	39
39723 REIMB FRM RURAL DIST	72,246.00	.00	61,738.59	10,507.41	85
39730 MISC	.00	.00	454.59	454.59-	0
TOTAL REVENUES	<u>622,246.00</u>	<u>.00</u>	<u>278,639.37</u>	<u>343,606.63</u>	<u>44</u>
<b>EXPENDITURES</b>					
51001 SALARIES-FULL TIME	225,000.00	30,104.75	148,208.00	76,792.00	65
51002 SALARIES/PART-TIME	150,000.00	6,463.75	97,260.00	52,740.00	64
51007 HEALTH INSURANCE	34,000.00	2,581.12	18,841.76	15,158.24	55
51008 DENTAL INSURANCE	2,300.00	252.14	1,821.84	478.16	79
51009 PERS EMPLOYEE/EMPLOY	97,000.00	7,719.50	55,754.03	41,245.97	57
51010 WORKERS COMPENSATION	25,000.00	2,269.78	21,534.60	3,465.40	86
51011 MEDICARE TAX	4,000.00	362.40	3,391.69	608.31	84
51017 FICA	2,500.00	128.11	1,454.18	1,045.82	58
51022 P.A.R.S SYSTEM	.00	.00	.00	.00	0
51024 EMPLOYER COMP MATCH	1,000.00	185.00	925.00	75.00	92
51042 UNEMPLOYMENT INS.	5,000.00	940.00	1,176.76	3,823.24	23
51043 DISABILITY INSURANCE	4,000.00	271.60	2,037.00	1,963.00	50
51046 OPEB/POST EMP BENEFI	16,000.00	2,223.12	16,395.51	395.51-	102
52009 TRAINING	2,500.00	35.00	95.00	2,405.00	3
52010 HEAT,LIGHT,POWER	42,000.00	2,613.95	19,752.27	22,247.73	47
52011 ADVERTISING/PRINTING	850.00	133.15	283.15	566.85	33
52012 OFFICE SUPPLIES,POST	1,000.00	44.49	520.52	479.48	52
52013 COMMUNICATIONS	6,000.00	389.47	3,510.48	2,489.52	58
52014 MEETINGS, TRAVEL, CO	300.00	45.00	97.64	202.36	32
52015 PROFESSIONAL/TECH. S	11,700.00	118.00	2,549.07	9,150.93	21
52017 WASTE FEES	4,000.00	603.08	4,066.32	66.32-	101
52018 SPECIAL DEPT. SUPPLI	50,500.00	1,124.73	24,061.18	26,438.82	47
52019 MISC. DUES & SUBSCRI	1,000.00	.00	805.00	195.00	80
53020 VEHICLE OPERATION	7,000.00	303.95	5,452.08	1,547.92	77
53021 SPECIAL EQUIP. OPERA	1,000.00	.00	926.49	73.51	92
53022 OFFICE EQUIP. OPERAT	.00	.00	.00	.00	0
54023 BUILDING OPERATION	500.00	.00	481.44	18.56	96
55024 RENTALS-REFUNDS	38,700.00	1,411.45	35,867.61	2,832.39	92
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
56028 CAPITAL EQUIPMENT	20,000.00	.00	.00	20,000.00	0
56032 CAP EXP - COP PAYMEN	.00	.00	.00	.00	0
<b>TOTAL</b>	<u>752,850.00</u>	<u>60,323.54</u>	<u>467,268.62</u>	<u>285,581.38</u>	<u>62</u>
<b>TOTAL EXPENDITURES</b>	<u>752,850.00</u>	<u>60,323.54</u>	<u>467,268.62</u>	<u>285,581.38</u>	<u>62</u>
<b>NET REV &amp; EXPENDITURE</b>	<u>130,604.00-</u>	<u>60,323.54-</u>	<u>188,629.25-</u>	<u>58,025.25</u>	<u>144</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

012 SUNRISE MHP  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39723 REIMB FRM RURAL DIST	.00	.00	.00	.00	0
39725 INT ON BANK DEP	2,000.00	318.61	318.61	1,681.39	15
39730 MISC	.00	.00	.00	.00	0
39732 INSURANCE REFUND	.00	.00	.00	.00	0
39735 UTILITY CLEARING ACC	23,000.00	1,649.10	13,192.80	9,807.20	57
39736 FIRST 5 INYO GRANT	.00	.00	.00	.00	0
39740 OPERATING SUBSIDY	.00	.00	.00	.00	0
39750 RENTS-ASSISTED UNITS	52,680.00	4,160.00	33,570.00	19,110.00	63
39760 RENTS-UNASSISTED UNI	18,342.00	1,467.30	11,740.00	6,602.00	64
39811 MISC	.00	.00	.00	.00	0
095 SUNRISE MHP					
39735 UTILITY CLEARING ACC	.00	.00	.00	.00	0
<b>TOTAL REVENUES</b>	<b>96,022.00</b>	<b>7,595.01</b>	<b>50,821.41</b>	<b>37,200.59</b>	<b>61</b>
<b>EXPENDITURES</b>					
095 SUNRISE MHP					
51001 SALARIES-FULL TIME	13,000.00	1,272.28	9,956.95	3,043.05	76
51002 SALARIES/PART-TIME	9,100.00	758.00	6,064.00	3,036.00	66
51007 HEALTH INSURANCE	.00	232.30	1,856.76	1,856.76-	0
51008 DENTAL INSURANCE	.00	22.69	177.30	177.30-	0
51009 PERS EMPLOYEE/EMPLOY	.00	336.40	2,632.72	2,632.72-	0
51010 WORKERS COMPENSATION	.00	209.36	1,903.95	1,903.95-	0
51011 MEDICARE TAX	.00	31.18	267.87	267.87-	0
51017 FICA	200.00	11.42	110.86	89.14	55
51020 FRINGE BENEFITS	1,850.00	120.00	1,235.00	615.00	66
51021 UTILITIES-MANAGER	3,500.00	193.97	1,108.38	2,391.62	31
51022 P.A.R.S SYSTEM	.00	269.74	2,110.85	2,110.85-	0
51043 DISABILITY INSURANCE	.00	18.73	149.34	149.34-	0
51046 OPEB/POST EMP BENEFI	.00	152.68	1,192.97	1,192.97-	0
52010 HEAT,LIGHT,POWER	40,400.00	1,520.02	33,956.26	6,443.74	84
52015 PROFESSIONAL/TECH. S	2,000.00	20.95	1,500.62	499.38	75
52016 INSURANCE	5,000.00	.00	.00	5,000.00	0
52024 PROPERTY TAXES	600.00	.00	592.62	7.38	98
52025 PAINTING & DECORATIN	1,000.00	.00	.00	1,000.00	0
52026 SUPPLIES	1,000.00	45.81	381.73	618.27	38
52027 MAINT-SERVICE CONTRA	6,000.00	.00	1,500.00	4,500.00	25
52028 EXCESS PROGRAM PAYME	11,000.00	27,343.00	27,343.00	16,343.00-	248
52030 MISC. ADM/EMP COMP P	2,000.00	69.72	615.62	1,384.38	30
52031 RENTING EXPENSE	150.00	.00	103.73	46.27	69
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	.00	20,000.00	0
<b>TOTAL SUNRISE MHP</b>	<b>125,997.00</b>	<b>32,628.25</b>	<b>94,760.53</b>	<b>31,236.47</b>	<b>75</b>

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

012 SUNRISE MHP  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
TOTAL EXPENDITURES	<u>125,997.00</u>	<u>32,628.25</u>	<u>94,760.53</u>	<u>31,236.47</u>	<u>75</u>
NET REV & EXPENDITURE	29,975.00-	25,033.24-	35,939.12-	5,964.12	119
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

014 REDEVELOPMENT FUND  
 PERIOD ENDING 2/29/12

	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>					
029 REDEVLOPMENT AGENCY					
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 REDEVLOPMENT 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	.00	.00	.00	.00	0
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

015 WATER IMPROVEMENT  
 PERIOD ENDING 2/29/12

	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
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

021 CANINE DONATION  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39920 CANINE DONATIONS	.00	.00	2,009.00	2,009.00-	0
39999 REVENUE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>2,009.00</u>	<u>2,009.00-</u>	<u>0</u>
<b>EXPENDITURES</b>					
52009 TRAINING	11,000.00	.00	.00	11,000.00	0
52015 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	4,815.00	551.36	3,051.17	1,763.83	63
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
TOTAL	<u>15,815.00</u>	<u>551.36</u>	<u>3,051.17</u>	<u>12,763.83</u>	<u>19</u>
TOTAL EXPENDITURES	<u>15,815.00</u>	<u>551.36</u>	<u>3,051.17</u>	<u>12,763.83</u>	<u>19</u>
NET REV & EXPENDITURE	15,815.00-	551.36-	1,042.17-	14,772.83-	6
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

029 HOME STREET PROJECT

PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39942 HOME STREET 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
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

032 CLEEPS/ENF&EQUIP PRGRM

PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39968 CLEEPS 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

033 COPS  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39967 COPS/AB 1913	.00	182.26	117,404.42	117,404.42-	0
TOTAL REVENUES	<u>.00</u>	<u>182.26</u>	<u>117,404.42</u>	<u>117,404.42-</u>	<u>0</u>
<b>EXPENDITURES</b>					
<b>033 COPS</b>					
51001 SALARIES-FULL TIME	23,000.00	4,485.52	4,485.52	18,514.48	19
51002 SALARIES/PART-TIME	38,500.00	5,086.13	35,041.35	3,458.65	91
51003 RESERVES-PART/TIME	16,900.00	455.16-	2,379.04	14,520.96	14
51004 OVERTIME WAGES	.00	.00	.00	.00	0
51007 HEALTH INSURANCE	.00	1,808.36	1,808.36	1,808.36-	0
51008 DENTAL INSURANCE	.00	103.76	103.76	103.76-	0
51009 PERS EMPLOYEE/EMPLOY	.00	957.28	957.28	957.28-	0
51010 WORKERS COMPENSATION	3,000.00	416.13	2,093.34	906.66	69
51011 MEDICARE TAX	1,000.00	144.90	607.23	392.77	60
51015 SHIFT DIFFERENTIAL P	.00	.00	.00	.00	0
51017 FICA	1,000.00	66.12	387.07	612.93	38
51022 P.A.R.S SYSTEM	.00	478.91	478.91	478.91-	0
51024 EMPLOYER COMP MATCH	.00	49.50	49.50	49.50-	0
51043 DISABILITY INSURANCE	.00	78.02	78.02	78.02-	0
51046 OPEB/POST EMP BENEFI	.00	520.27	520.27	520.27-	0
52009 TRAINING	3,000.00	.00	2,497.61	502.39	83
52015 PROFESSIONAL/TECH. S	.00	1,130.00	1,130.00	1,130.00-	0
52018 SPECIAL DEPT. SUPPLI	20,000.00	370.52	9,680.90	10,319.10	48
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
<b>TOTAL COPS</b>	<u>106,400.00</u>	<u>15,240.26</u>	<u>62,298.16</u>	<u>44,101.84</u>	<u>58</u>
<b>TOTAL EXPENDITURES</b>	<u>106,400.00</u>	<u>15,240.26</u>	<u>62,298.16</u>	<u>44,101.84</u>	<u>58</u>
<b>NET REV &amp; EXPENDITURE</b>	<u>106,400.00-</u>	<u>15,058.00-</u>	<u>55,106.26</u>	<u>161,506.26-</u>	<u>51-</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

035 MAC IVER ST EXT/STIP&TE  
 PERIOD ENDING 2/29/12

	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
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

036 HWY 6 & WYE RD  
 PERIOD ENDING 2/29/12

	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
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	100.00	.00	.00	100.00	0
52012 OFFICE SUPPLIES,POST	100.00	.00	.00	100.00	0
52015 PROFESSIONAL/TECH. S	75,000.00	.00	18,367.07	56,632.93	24
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	750,000.00	.00	.00	750,000.00	0
<b>POTAL</b>	<u>825,200.00</u>	<u>.00</u>	<u>18,367.07</u>	<u>806,832.93</u>	<u>2</u>
<b>TOTAL EXPENDITURES</b>	<u>825,200.00</u>	<u>.00</u>	<u>18,367.07</u>	<u>806,832.93</u>	<u>2</u>
<b>NET REV &amp; EXPENDITURE</b>	<u>825,200.00-</u>	<u>.00</u>	<u>18,367.07-</u>	<u>806,832.93-</u>	<u>2</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

037 HOME FUNDS/WILLOW ST  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	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>
NET REV & EXPENDITURE	.00	.00	.00	.00	0
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

039 GIS/GRANTS  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** 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	.00	.00	.00	.00	0
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>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
<b>EXPENDITURES</b>					
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
57046 ENVIRONMENTAL	.00	.00	.00	.00	0
57093 EDBG2599/CONTRACT SV	.00	.00	.00	.00	0
<b>TOTAL</b>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
<b>TOTAL EXPENDITURES</b>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
<b>NET REV &amp; EXPENDITURE</b>	<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

042 FED GRANT/B06SP/CA0082  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39946 FED GRANT/B06SP CA 0	21,928.00	.00	.00	21,928.00	0
TOTAL REVENUES	<u>21,928.00</u>	<u>.00</u>	<u>.00</u>	<u>21,928.00</u>	<u>0</u>
EXPENDITURES					
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/B06SP 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	21,928.00	.00	.00	21,928.00	0
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

043 ROAD PROJECT A  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39947 STIP/ROAD PROJECT A	305,000.00	48,386.79	328,033.13	23,033.13-	107
TOTAL REVENUES	<u>305,000.00</u>	<u>48,386.79</u>	<u>328,033.13</u>	<u>23,033.13-</u>	<u>107</u>
EXPENDITURES					
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	.88	99.12	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	30,010.00	.00	30,002.54	7.46	99
56027 CAPITAL IMPROVEMENT	81,920.00	.00	81,913.57	6.43	99
FOTAL	<u>112,130.00</u>	<u>.00</u>	<u>111,916.99</u>	<u>213.01</u>	<u>99</u>
TOTAL EXPENDITURES	<u>112,130.00</u>	<u>.00</u>	<u>111,916.99</u>	<u>213.01</u>	<u>99</u>
NET REV & EXPENDITURE	192,870.00	48,386.79	216,116.14	23,246.14-	112
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

046 SNEDEN IMPROVEMENTS  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39948 STIP/SNEDEN	100,100.00	.00	.00	100,100.00	0
TOTAL REVENUES	<u>100,100.00</u>	<u>.00</u>	<u>.00</u>	<u>100,100.00</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	100.00	.00	.00	100.00	0
52014 MEETINGS, TRAVEL, CO	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	100,000.00	.00	.00	100,000.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
<b>TOTAL</b>	<u>100,100.00</u>	<u>.00</u>	<u>.00</u>	<u>100,100.00</u>	<u>0</u>
<b>TOTAL EXPENDITURES</b>	<u>100,100.00</u>	<u>.00</u>	<u>.00</u>	<u>100,100.00</u>	<u>0</u>
<b>NET REV &amp; EXPENDITURE</b>	.00	.00	.00	.00	0
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

047 SOUTH SECOND IMPROV  
 PERIOD ENDING 2/29/12

	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>
EXPENDITURES					
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	.00	.00	.00	.00	0
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

048 N WARREN IMPROVEMENTS  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL YEAR TO DATE	***** OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39947 STIP/ROAD PROJECT A	30,000.00	.00	.00	30,000.00	0
39950 STIP/N. WARREN	144,000.00	.00	.00	144,000.00	0
TOTAL REVENUES	<u>174,000.00</u>	<u>.00</u>	<u>.00</u>	<u>174,000.00</u>	<u>0</u>
<b>EXPENDITURES</b>					
52011 ADVERTISING/PRINTING	100.00	.00	43.10	56.90	43
55026 CONTRACT SERVICES	144,000.00	.00	.00	144,000.00	0
56026 MANGINI GRANT 98/99	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL	<u>144,100.00</u>	<u>.00</u>	<u>43.10</u>	<u>144,056.90</u>	<u>0</u>
TOTAL EXPENDITURES	<u>144,100.00</u>	<u>.00</u>	<u>43.10</u>	<u>144,056.90</u>	<u>0</u>
NET REV & EXPENDITURE	29,900.00	.00	43.10-	29,943.10	0
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

049 W. PINE IMPROVEMENTS  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL 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	.00	.00	.00	.00	0
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

050 BUS PULLOUTS  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** 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	.00	.00	.00	.00	0
=====	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

052 GROVE ST SIDEWALKS  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL YEAR TO DATE	***** OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39953 GROVE ST SDWLKS/SRTS	12,000.00	.00	.00	12,000.00	0
39999 REVENUE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>12,000.00</u>	<u>.00</u>	<u>.00</u>	<u>12,000.00</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	12,000.00	.00	.00	12,000.00	0
TOTAL	<u>12,000.00</u>	<u>.00</u>	<u>.00</u>	<u>12,000.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>12,000.00</u>	<u>.00</u>	<u>.00</u>	<u>12,000.00</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	.00	.00	0
=====	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

053 ENVIR CONSTRAINTS  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
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>
<b>EXPENDITURES</b>					
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	.00	.00	.00	.00	0
57094 ENVIR CONST/PTAG 357	.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	.00	.00	.00	.00	0
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

054 E. LINE ST BRIDGE  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
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>
<b>EXPENDITURES</b>					
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
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

055 JAY ST EXTENSION  
 PERIOD ENDING 2/29/12

	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>
EXPENDITURES					
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
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	.00	.00	.00	.00	0
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

056 WYE RD EXTENSION  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** 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>
EXPENDITURES					
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
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

057 SEIBU TO SCHL BIKE PATH  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	***** ACTUAL YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39961 SEIBU TO SCHL BIKE P	50,200.00	.00	.00	50,200.00	0
TOTAL REVENUES	<u>50,200.00</u>	<u>.00</u>	<u>.00</u>	<u>50,200.00</u>	<u>0</u>
EXPENDITURES					
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	.00	100.00	0
55026 CONTRACT SERVICES	50,000.00	.00	1,360.00	48,640.00	2
TOTAL	<u>50,200.00</u>	<u>.00</u>	<u>1,360.00</u>	<u>48,840.00</u>	<u>2</u>
TOTAL EXPENDITURES	<u>50,200.00</u>	<u>.00</u>	<u>1,360.00</u>	<u>48,840.00</u>	<u>2</u>
NET REV & EXPENDITURE	.00	.00	1,360.00-	1,360.00	0
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

058 PINE TO PARK/STIP  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39960 PINE TO PARK STIP	50,200.00	.00	.00	50,200.00	0
39999 REVENUE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>50,200.00</u>	<u>.00</u>	<u>.00</u>	<u>50,200.00</u>	<u>0</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	.00	100.00	0
55026 CONTRACT SERVICES	50,000.00	16,381.32	21,305.32	28,694.68	42
TOTAL	<u>50,200.00</u>	<u>16,381.32</u>	<u>21,305.32</u>	<u>28,894.68</u>	<u>42</u>
TOTAL EXPENDITURES	<u>50,200.00</u>	<u>16,381.32</u>	<u>21,305.32</u>	<u>28,894.68</u>	<u>42</u>
NET REV & EXPENDITURE	.00	16,381.32-	21,305.32-	21,305.32	0
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

059 HANBY PAVEMENT PROJECT  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
<b>REVENUES</b>					
39959 HANBY PAVEMENT PROJE	.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	.00	.00	.00	.00	0
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

070 HOME OWNER ASSIST PRGM  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39980 HCD/HOME OWNER PROG	.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	136,690.00	.00	.00	136,690.00	0
TOTAL	<u>136,690.00</u>	<u>.00</u>	<u>.00</u>	<u>136,690.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>136,690.00</u>	<u>.00</u>	<u>.00</u>	<u>136,690.00</u>	<u>0</u>
NET REV & EXPENDITURE	<u>136,690.00-</u>	<u>.00</u>	<u>.00</u>	<u>136,690.00-</u>	<u>0</u>
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

071 SILVER PEAK/IMACA  
 PERIOD ENDING 2/29/12

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL YEAR TO DATE	***** OVER - UNDER BUDGET	% TO DATE
EXPENDITURES					
52015 PROFESSIONAL/TECH. S	.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	.00	.00	.00	.00	0
	=====	=====	=====	=====	=====

TO: City Council

SUBJECT: CONSENT CALENDAR - PERSONNEL STATUS CHANGE REPORT

DATE: March 26, 2012

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The following personnel items have been submitted for action at this meeting:

ADMINISTRATION

- (a) Extra Duty Assignment – Calendar Year 2012  
ESCOG Administrative Support  
Quarterly Meetings - \$250/Quarter

(C)

**Bishop Police Department  
Interoffice Memorandum**

**Date:** 03/20/12

**BPD Memo Log#** BPD020-12

**To:** Keith Caldwell, City Administrator

**From:** Chris Carter, Chief of Police

**Subject:** Surplus and Found Property

I request approval from the City Council to authorize destruction, release or sale of the following property per the agreement with PropertyRoom.com per City of Bishop BCO 3.48.030 (Property held for three months deemed unclaimed).

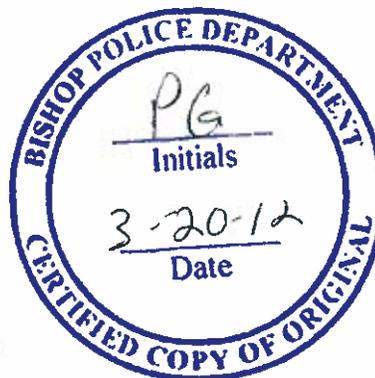
**UNCLAIMED FOUND PROPERTY**

CASE #	DESCRIPTION	SERIAL #	PROPERTY TAG #	DISPO DATE
11-0893	Silver/Pearl Ring	N/A	8182/2	02/15/12
11-0942	Blk, Samsung Cell Phone	RQGZB21641M	8196/1	03/04/12
12-0005	Verizon Motorola Cell Phone	SJUG3761EF	8219/1	04/05/12
12-0080	Lg Gry/Blk Retrofit Tunic	N/A	8240/3	04/01/12
12-0080	Wht Plastic Bike Helmet	N/A	8240/4	04/01/12



Chris Carter, Chief of Police

Date 3/20/12



## CONSENT CALENDAR

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

SUBJECT: DESIGNATION OF ABSENCES FOR COUNCILMEMBER ELLIS

DATE: MARCH 26, 2012

### BACKGROUND/SUMMARY

Since his injury in early February the Assistant City Clerk has announced that Jim Ellis is "absent -excused". It has been recommended by the City Attorney that his absences be designated as excused by the City Council.

### RECOMMENDATION

Request the Council to declare that Councilmember Ellis's absences from the City Council meetings beginning February 13, 2012 to date have been the result of accident and illness and are excused absences for all purposes.

(e)

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

DATE:  
March 27, 2012  
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.

**APPROVAL OF MINUTES**

- (1) Minutes of the Planning Commission meeting held on February 28, 2012 subject for approval.

**PUBLIC HEARING:** If anyone wishes to appeal any decisions by the Planning Commission, they can do so by writing to the City Council within 5 days of the meeting.

- (2) Request for a Conditional Use Permit to set aside the minimum parking requirement for a commercial gym use at 162 Willow Street, which is in a C-2 zone (General Commercial).
- (3) Request for a Conditional Use Permit to increase the allowable 80 sq. ft. of signage to 592 sq. ft. of signage at 174 South Main Street, which is in a C-1 zone (General Commercial and Retail).

## NEW BUSINESS

- (4) Request for a Conditional Use Permit to set aside the minimum parking requirement for a commercial gym use at 162 Willow Street, which is in a C-2 zone (General Commercial).
- (5) Request for a Conditional Use Permit to increase the allowable 80 sq. ft. of signage to 592 sq. ft. of signage at 174 South Main Street, which is in a C-1 zone (General Commercial and Retail).
- (6) Reorganization

## STAFF AND COMMISSION REPORTS

ADJOURNMENT: The next regularly scheduled meeting of the Planning Commission will be April 24, 2012 at 7:00 P.M. in the Bishop City Council Chambers, 301 West Line Street, Bishop.



# CITY OF BISHOP

## WATER AND SEWER COMMISSION

### AGENDA

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

(F)

**Date:** March 13, 2012  
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.

#### **Call to Order**

#### **Pledge of Allegiance**

#### **Roll Call**

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

#### **Correspondence**

None

#### **Approval of Minutes**

- (1) Minutes of the Water and Sewer Commission meetings held on January 10, 2012 subject for approval.

#### **New Business**

- (2) Water usage and revenue by general user category
- (3) 2013 water and sewer rate review draft RFP
- (4) Whiskey Creek usage to payment comparison
- (5) Reorganization

#### **Old Business**

- (6) Mammoth Brewery update
- (7) Meter Readings
- (8) Cash balance and revenue and expenditures update
- (9) Public Works report January and February

#### **Staff and Commission Reports**

**Adjournment:** The next regularly scheduled meeting will be May 8, 2012 at 7:00 P.M. in the City Council Chambers, 301 West Line Street, Bishop.



# 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

(9)

## Minutes

### Water and Sewer Commission

10 January 2012

#### Call To Order:

Chairman Cross called the meeting to order at 7:00 P.M.

#### Pledge of Allegiance:

The Pledge of Allegiance was led by Chairman Cross

#### Commissioners Present:

Underhill, Cross, Mathieu, Pecs, and Bhakta

#### Commissioners Absent:

None

#### Others Present:

Dave Grah, Public Works Director  
Deston Dishion, Public Works Superintendent  
Michele Thomas, Public Works Secretary  
Jim Ellis, City Council Member

#### Public Comment

None

#### Correspondence

None

#### (1) Approval of the Minutes

Commissioner Underhill moved to approve the minutes of the 8 November 2011 meeting as written and motion carried.

#### New Business:

#### (2) Water and sewer rates

At the November commission meeting, Commissioner Pecs asked staff for a spreadsheet showing the upcoming water sewer rates and percentage increases for each category. Thomas created a spreadsheet starting with the 2009/2010 fiscal year prior to the recent rate study, ending with the 2013/2014 year, the last year of the current rate increases.

Grah pointed out where some of the percentages are not consistent with all categories. This is due to the adjustments in sewer for gas stations and hotels. In addition, there was an error in the official rate notice and the City used the lesser of the amounts from the notice and the amount the rates should have been.

The plan has been to complete a new rate study and have it in place with rate adjustments for the 2014/2015 fiscal year. In order to have the new rates in place by 1 July 2014, a Request for Proposals (RFP) would be released this upcoming summer, if we are to use a consultant.

Grah told the commission that staff would provide a draft rate study RFP for the next commission meeting in March. Cross also requested updated pie charts showing how much water is used and how much revenue is generated from general user categories.

### **(3) Mammoth Brewery Company**

Mammoth Brewing Company is considering moving its brewery to Bishop. The City of Bishop water and sewer structure does not have a category for a brewery. Under the current structure, the brewery would probably be charged as an "Other" which is charged by number of toilets. Due to the likely high water use and the high strength of the effluent from a brewery, the load the brewery would place on the water and sewer system would not be well represented by the number of toilets. Grah asked the commission for ideas to deal with charging the brewery in anticipation of one located in Bishop. The strategy could be to establish a new brewery fee category ahead of time, to wait until the brewery is being developed and establish the category then, to wait until the brewery is being developed and establish special fees to be charged on that one account, some combination of these things, or some other approach. Another consideration would be to develop the category as part of the upcoming rate study. Cross stated that in Mammoth, the brewery is on a meter for water usage and he believes the sewer charges are minimal. He also brought up that without a meter, if the brewery opened and then grew, how would the rates be adjusted. One concern Pesci brought up was that we should have a game plan for Mammoth Brewery with charging for water and sewer so not to surprise them later down the road and their rates increase without them informed. Grah explained that the City has not heard any new information regarding the brewery coming to Bishop in the past couple months. The commission asked for any update on Mammoth Brewery coming to Bishop at the next commission meeting in March. As more information comes in, discussion on adding a new category will continue.

### **Old Business:**

#### **(4) Meter Readings**

From the recent meter readings, it is evident irrigation systems have shut down for the winter. The City's water use is down to around 600,000 gallons per day compared to 2.3 million during the summer months. Over the past couple weeks there has been a small increase of water usage due to the recent dry weather. Meters are used for informational purposes only. The city does not charge by water meters at this time.

**(5) Cash balance and revenue and expenditures update on water and sewer reserves**

The cash balances are broken down between capital and non-capital in order to manage each balance separately. The sewer balance has been climbing. The City is in the process of building the Park Sewer Project that will reduce the cash balance around \$90,000. The water balance has also been climbing. There have not been any recent projects, although City Council approved Work Order 3 for the Tank Project at the 9 January council meeting.

**(6) Public Works reports for November and December**

Highlights during November include a repaired water leak at the intersection of West Line and Fulton Streets. We are starting to find we are getting numerous water leaks on West Line between Main and Home Streets due to the old 8 inch steel line still used. Crew continued potholing various locations on Warren Street in preparation for the Warren Street Improvements Project. Staff is developing a scope for water and sewer work for the project. Conspec was awarded the bid for the Park Sewer Project and as of today, we are about 80% complete. Crew assisted two customers on Howard Street with sewer problems. Root killer was used which helped prevent the sewer laterals from needing to be replaced. Dishion visited a wastewater treatment plant in Arizona to view their headworks screen. As time permits, the crew has begun extensive cleanup at the wastewater treatment plant removing old items stored for numerous years. We will have Hazmat identify some of the barrels on the site that have unknown content. The department along with Eastern Sierra Community Sewer District has noticed an elevated level of nitrates in the monitoring wells. Cooperative efforts are in affect to figure out why this is occurring and corrective measures will take place.

During the month of December, staff finalized a change order with Stantec to install the SCADA at Well 1. Crew installed a new manhole under East Line Street just west of Hanby Avenue. The new compressor system at the Johnston Drive Lift Station was installed. Staff met with Nolte as design work begins on the Sneden Street Improvement Project for road construction including sidewalks and water and sewer work. Public Works employees provided about 28 hours of traffic control for the 2011 annual Christmas parade.

**Staff and Commission Reports:**

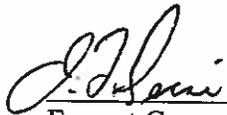
Grah mentioned that the Headworks project is still moving forward slowly. At 9 January City Council meeting, Council approved the Work Order for the new screen. Staff is also working on construction documents for some concrete construction associated with the Headworks upgrade. Once that is done, there will be a work order to install the grit equipment. Also at the 9 January City Council meeting, Council approved advertising materials for Well 2 and 4 to fix contamination issues addressed by the State.

Grah went over a spreadsheet identifying water and sewer capital improvement projects. The graphs identify projects, cost, year to be built, and the cost per fiscal year for anticipated projects. Seven years are covered starting with the 12/13 fiscal year, and also projects for the future. The rates the City is currently charging customers are based on spending about \$360,000 per year in water and \$350,000 per year in sewer on capital projects.

**Items to be Discussed at the Meeting of 13 March 2012:**

- Pie charts for water use and revenues
- Mammoth Brewery Company update
- First draft rate study RFP
- Meter readings
- Public Works reports for January and February
- Cash balance and revenue and expenditures update on water and sewer reserves

Chairman Cross adjourned the meeting at 8:14 P.M. The next regularly scheduled meeting will be Tuesday, 13 March 2012 at 7:00 P.M. in the City Council Chambers.



Forrest Cross, Chairman

FOR FORREST CROSS



Michele Thomas, Secretary



# 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

## Public Works Report

January 2012

### Water

1. Replaced failing 3/4 inch galvanized water service at 636 West Elm Street.
2. Installed valve boxes for customers at 669 Maple Avenue and 389 Yaney Street.
3. Found buried 8 inch main line valve in the intersection of West Line and Main Street. Valve is inoperable and replacement will be scheduled in conjunction with the next Caltrans rehab project in that area.
4. Potholed 12 inch main line within the Well 4 compound to assist with location of new 50,000 gallon water tank.
5. Repaired fence that was cut during break-in to Well 4 pump house. Also installed new dead bolt on pump house door.
6. Installed antenna mast at Well 1 as part of the SCADA improvements.
7. Located valve boxes for various customers and assisted them with proper operation of the valve.
8. Continued work with Resource Concepts Inc. to design a solution to keep the 12 inch main full between Well 4 and the storage tank.
9. Performed grounds maintenance at Wells 2 and 4 as well as at the tank site.
10. Took monthly readings of all water meters.
11. Took routine bacteria samples.

### Sewer

1. Conspec completed the Park Sewer Reconstruction. The final cost was \$80,425.
2. Siemens performed maintenance to digester boiler and made necessary repairs.
3. Located water lines and electrical conduits around the headworks for planning purposes of the new headworks equipment.
4. Continued extensive cleanup of the Waste Water Treatment Plant. This effort will include disposal of about 60 drums and numerous surplus pieces of equipment and vehicles.

5. Removed and salvaged manhole cones and covers from the abandoned portion of the sewer main in the park.
6. Began sampling discharged waste water to investigate elevated levels of Nitrogen in monitoring wells in the shared discharge lands.
7. SCADA work continues.
8. Cleaned sludge and grit drying beds.
9. Performed grounds maintenance at the Waste Water Treatment Plant.
10. Made routine inspections of grease interceptors.
11. Generated a No Spill Certification for the State and reported the same.
12. Performed routine main line cleaning in trouble areas.
13. Continued very slow work with consultant on Headworks project.

#### **Streets**

1. Created a scope of work and began design of a sidewalk replacement project on North Fowler adjacent to City Hall.
2. Provided snow removal on city streets and parking lots.
3. Cleaned drop inlets to storm drains in anticipation of winter storm.
4. Replaced "25 MPH Speed Limit" sign on Spruce Street. Sign was hit by a car.
5. Added DG to low street shoulders in various locations.
6. Participated in Bishop Tree Committee meeting.
7. Continued working on City of Los Angeles Department of Water and Power approval of the Wye Road Storm Drain project plans.
8. Met with the Automobile Club of Southern California regarding impacts the Warren Street Improvements project could have on their property.
9. Met with Nolte concerning the design of the Sneden Street Improvements project.
10. Participated in off highway vehicle grant meeting.
11. Continued work on Record of Survey for control points in City of Bishop.
12. Continued work on completing environmental studies for Seibu to School Path project.

13. Provided county Geographic Information System data for city streets to be used in county system.
14. Requested that Caltrans review their position that restricting trucks to the left lane in downtown Bishop is not desirable.

**Miscellaneous**

1. Sold F350 paint Truck to the Bishop High School Agriculture program for \$1.
2. Provided weekly Tail Gate Safety for the Public Works Crew
3. Hauled trash and debris from Fowler Pit to the Sunland Landfill.
4. Performed maintenance to light trucks and equipment.
5. Assisted with filming several public service announcements.
6. Participated in General Plan Working Group meeting focused on funding for an update of the Land Use and other elements of the General Plan.
7. Discussed Community Development Block Grant opportunities with the Inyo-Mono Advocates for Community Action.



# 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

## Public Works Report

February 2012

### Water

1. Constructed a 4 inch fill stem style flushing point at Well 4.
2. Exercised 300 kW portable generator by powering Well 4 with it for 5 hours.
3. Public Works Staff reevaluated the Capital Water Improvements from the Master Plan and created a new priority list from it and issues that have arisen since.
4. Replaced failed curb stop valve at 381 South Street.
5. Installed new valve box at 286 First Street.
6. Took additional well samples to identify whether or not our water supplies contain Chromium 6. At this time we have no reason to believe Chromium 6 is going to be an issue. We have always tested for Total Chromium and the results have been non detectable.
7. Located valve boxes for various customers and assisted them with proper operation of the valve.
8. Continued work with Resource Concepts Inc. to design a solution to keep the 12 inch main full between Well 4 and the storage tank.
9. Performed grounds maintenance at Wells 2 and 4 as well as at the tank site.
10. Took monthly readings of all water meters.
11. Took routine bacteria samples.

### Sewer

1. Painted the interior of the Johnston Drive lift station.
2. Performed maintenance to sludge valves in south clarifier.
3. Burned piles of tree debris from plant cleanup.
4. H2O Environmental assessed the 19 remaining 55 gallon drums that contained an unidentified substance. Once they were classified a plan had been devised to remove them from the plant. H2O will provide the removal service as well.
5. Serviced compressor at the lift station.

6. Continued sampling discharged waste water to investigate elevated levels of Nitrogen in monitoring wells in the shared discharge lands. Also provided historical flow information to RO Anderson who is the Eastern Sierra Community District's consultant working on the nitrate issue.
7. Started discharging irrigation water to the 40 acre pasture.
8. SCADA work continues.
9. Cleaned sludge and grit drying beds.
10. Performed grounds maintenance at the Waste Water Treatment Plant.
11. Made routine inspections of grease interceptors.
12. Generated a No Spill Certification for the State and reported the same.
13. Performed routine main line cleaning in trouble areas.
14. Continued very slow work with consultant on Headworks project.

#### **Streets**

1. Developed design for sidewalk replacement project on North Fowler Street adjacent to the City Hall Auditorium called the Auditorium Sidewalk project.
2. Removed three trees in anticipation of the Auditorium Sidewalk project.
3. Worked with Los Angeles Department Water and Power to relocate power poles in this same area.
4. Selected Triad Holmes as the consultant to design the Warren Street Improvements project.
5. Patched potholes that presented possible safety issues.
6. Participated in Inyo Local Transportation Commission meeting.
7. Met with Southern California Edison concerning relocation of utility poles for Wye Road Intersection project.
8. Completed Mobility Element of the General Plan.
9. Applied for Clean Air Projects Program funding for Seibu to School project.

#### **Miscellaneous**

1. Painted the interior of the Shop break room, locker room and offices.
2. Provided weekly Tail Gate Safety for the Public Works Crew
3. Hauled trash and debris from Fowler Pit to the Sunland Landfill.

4. Performed maintenance to light trucks and equipment.
5. Continued assisting the development of video public service announcements.
6. Attended Owens Valley Contractors and Vendors Association meeting and provided information on upcoming projects and the associated requirements.
7. Met with Digital 395 staff concerning digital service to city facilities.
8. Participated in Eastern Sierra Energy Initiative teleconference.
9. Identified Public Works Intern candidate.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

**SUBJECT: PUBLIC HEARING – ENVIRONMENTAL REVIEW - 162 WILLOW STREET**

DATE: MARCH 26, 2012

BACKGROUND/SUMMARY

Under New Business are the documents for the Environmental Review for the Crossfit Gym relocation to 162 Willow Street. A public hearing will be held to hear and consider public input on the Draft Negative Declaration to allow Crossfit Gym to set aside the commercial parking requirements for gymnasium occupancy pursuant to Bishop Municipal Code Section 17.48.070 at 162 Willow Street which is located in a C-2 Zoning District (General Commercial).

RECOMMENDATION

Hold the public hearing.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

**SUBJECT: PUBLIC HEARING – CDBG GRANT APPLICATION SUBMITTAL**

DATE: MARCH 26, 2012

Attachments: Public Hearing Notice

BACKGROUND/SUMMARY

A public hearing will be held to discuss the submittal of an application in response to the 2012 State Community Development Block Grant (CDBG) Program Notice of Funding Availability (NOFA) and to solicit citizen input on the City of Bishop application for \$1,100,000.

The attached notice gives details of the project.

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 26, 2012, 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 2012 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 Developing an Affordable Housing Project with Home Partnership Funds and Tax Credits and a Master Sewer Plan: \$100,000

The 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 plan to attend the public hearing and need a special accommodation because of a sensory or mobility 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.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

SUBJECT: **Environment Review / Crossfit Bishop Gym**

DATE: March 26, 2012

Attachments: Staff Memo  
Draft Negative Declaration of Environmental Impact  
Initial Study and Environmental Assessment  
Environmental Information Form and Assessors Map and proposed Facility  
Dimensions .

#### BACKGROUND/SUMMARY

The applicant for Crossfit Bishop Gym is seeking approval for a Conditional Use Permit to set aside the commercial parking requirements for gymnasium occupancy, pursuant to Bishop Municipal Code, Section 17.48.070. The project is proposing a change of use from warehouse facility to commercial gym use. The change would require an additional twenty six paved parking spaces. Currently, there are six parking spaces, adequate for its intended use.

An Environmental Initial Study has been completed under CEQA and a Draft Negative Declaration prepared for public review.

#### RECOMMENDATION

City Council review of the Initial Study and action on the Draft Negative Declaration.

## MEMORANDUM

Date: March 20, 2012

To: Keith Caldwell, City Administrator

From: Gary Schley, Public Services Officer 

Project Title: Environmental Review / Crossfit Bishop Gym

Project Proponent: Colin Broadwater  
175 Clarke Street  
Bishop, CA 93514

Project Location: 162 Willow Street  
Bishop, California.  
(APN 01-134-27)

Subject: This Initial Study concerns a request of a Conditional Use Permit by Crossfit Bishop to set aside the minimum parking requirement for a proposed 3,050 sq. ft. gym facility at 162 Willow Street which is in a C-2 zone (General Commercial).

Background: An Environmental Initial Study was completed under CEQA and a Draft Negative Declaration prepared for public review. The applicant is seeking approval for a Conditional Use Permit to set aside the commercial parking requirements for gymnasium occupancy, pursuant to Bishop Municipal Code, Section 17.48.070. The project is proposing a change of use of a 3,050 sq. ft. area of an existing 4,768 sq. ft. warehouse facility to a commercial gym use. The change of use would require an additional twenty six paved parking spaces for the gym use. The facility provides six parking spaces which are adequate for its intended use of retail store handling only durable goods or bulky merchandise.

Recommendation: Review the Initial Study and Draft Negative Declaration for the request of a Negative Declaration of Environmental Impact.



# CITY OF BISHOP

377 West Line Street - Bishop, California 93514  
P. O. Box 1236 - Bishop, California 93515  
City Hall 760-873-5863 Public Works 760-873-8458  
Fax 760-873-4873

## **Draft Negative Declaration of Environmental Impact**

**Date:** February 17, 2012

**Subject:** Draft Negative Declaration of Environmental Impact

**Project Title:** Environmental Review / Crossfit Gym

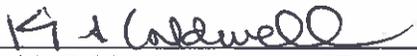
**Project Proponent:** Colin Broadwater  
175 Clarke Street  
Bishop, CA 93514

**Project Location:** The project will be located at 162 Willow Street (APN 01-134-27) within the incorporated area of Bishop, California.

**Project Description:** The applicant is seeking approval for a Conditional Use Permit to set aside the commercial parking requirements for gymnasium occupancy, pursuant to Bishop Municipal Code, Section 17.48.070. The proponent is proposing a change of use of a 3,050 sq. ft. area of an existing 4768 sq. ft. warehouse to commercial gym use at 162 Willow Street. The change of use would require an additional twenty six paved parking spaces for the gym use. The facility provides six parking spaces which is adequate for its intended use of retail store handling only durable goods or bulky merchandise.

**Proposed Findings:** Based upon the Initial Study and Environmental Evaluation of the proposed project, the project involves no potential for adverse effect, either individually or cumulatively, on wildlife, native plants, streams, water courses, scenic or historic resources and human beings.

The review period for the Draft Negative Declaration expires: March 26, 2012

  
Keith Caldwell, Director of Planning

  
Date

## City of Bishop

### Environmental Checklist Form

1. Project title: *Environmental Review / Crossfit Gym*
  2. Lead agency name and address: *City of Bishop  
377 W. Line Street  
Bishop, Ca 93514*
  3. Contact person and phone number: *Keith Caldwell 760/873-5863*
  4. Project location: *162 Willow Street  
Bishop, CA 93514  
APN 01-134-27*
  5. Project sponsor's name and address: *Colin Broadwater  
175 Clarke Street  
Bishop, CA 93514*
  6. General plan designation: *General Commercial*
  7. Zoning: *C-2*
- 
8. Description of project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.)  
*The applicant is seeking approval for a Conditional Use Permit to set aside the commercial parking requirements for gymnasium occupancy, pursuant to Bishop Municipal Code, Section 17.48.070. The proponent is proposing a change of use of a 3,050 sq. ft. area of an existing 4768 sq. ft. warehouse to commercial gym use at 162 Willow Street. The change of use would require an additional twenty six paved parking spaces for the gym use.*
9. Surrounding land uses and setting: Briefly describe the project's surroundings:  
*The subject property and adjacent parcels to the north, south and east are in a C-2 zoning district (General Commercial). Zoning to the west is C-1-(General Commercial and Retail District). Commercial facilities are set to the north, south, east and west of the proposed project. The use to the west is commercial and retail, the use to the east is an industrial/warehouse facility; the uses to the south are residential, industrial and storage.*

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.)  
*Conditional Use Permit*

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

Aesthetics	Agriculture Resources	Air Quality
Biological Resources	Cultural Resources	Geology /Soils
Hazards & Hazardous Materials	Hydrology / Water Quality	Land Use / Planning
Mineral Resources	Noise	Population / Housing
Public Services	Recreation	Transportation/Traffic
Utilities / Service Systems	Mandatory Findings of Significance	

**DETERMINATION:**

On the basis of this initial evaluation:

- ◆ I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.  
 I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared.
- I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.
- I find that the proposed project **MAY** have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been

adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

		3/20/12
Signature	<del>Richard F. Paci</del> Director of Planning Keith Caldwell	Date
Signature		Date

Issues:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
I. AESTHETICS -- Would the project:				◆
a) Have a substantial adverse effect on a scenic vista? <i>The project is an already developed property that will have no impact on any scenic vista.</i>				◆
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? <i>There are no scenic resources on the proposed project site, therefore will not substantially damage any scenic resources.</i>				◆
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				◆

<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
---	--	---	----------------------

*This project is an already developed property that will have no impact on the existing visual character or quality of the site and its surroundings*

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?



*This project will have a no impact on visual resources in this area.*

II. AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?



*The project is not located on prime or unique farmland or farmland of statewide importance, therefore, has no impact.*

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?



*The project is located on non-agricultural land located within the City of Bishop.*

c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?



*This project site and surrounding sites are a non-agricultural use.*

III. AIR QUALITY -- Where available, the significance criteria established by the applicable air quality management or air pollution control

City of Bishop

**Environmental Information Form**

(To be completed by applicant)

Date Filed \_\_\_\_\_

**General Information**

1. Name and address of developer or project sponsor:

COLIN BROADWATER 175 CLARKE STREET

2. Name and address of property owner, if different:

Paul Fendon 3578 RANCH View-HOME

3. Project address and assessor parcel number:

162 WILLOW STREET

4. Name, address and telephone number of person to be contacted concerning this project:

COLIN BROADWATER 175 CLARKE ST (206) 919-8923

5. List known permits and other public approvals required for this project, including those required by City, regional, state and federal agencies:

CONDITIONAL USE PERMIT

6. Existing zone district:

C-2

7. Present use of site:

STORAGE FOR FENDON'S FURNITURE

8. Proposed use of site:

ATHLETIC TRAINING CENTER

**Project Description**

9. Size of site in acres or square feet:

3,050 SQUARE FEET

10. Number of stories:

ONE

11. Amount of existing off-street parking:

SIX LEGAL PARKING SPACES

12. Proposed project schedule:

MOVE IN MARCH - APRIL AND OPERATING APRIL

13. Associated projects:

NA

14. Anticipated project stages or incremental development if not to be built all at once:

NA

15. Number of proposed residential units, sizes, sale prices or rents, and types of households:

NA

16. Type and square feet including loading facilities for proposed commercial:

3,050 SQUARE FEET

17. Type, employment per shift, square feet including loading facilities for proposed industrial:

NA

18. Major function, employment per shift, occupancy, square feet including loading facilities, and community benefits provided by project for proposed institutional:

NA

19. If the project involves a variance, conditional use or rezoning application, state this and indicate clearly why the application is required.

CONDITIONAL USE PERMIT FOR PARKING

Are the following items applicable to the project or its effects? Discuss below all items marked "Yes" and attach additional sheets as necessary.

- Yes  No 20. Change in existing features of any streams, lakes or hills, or contours.
- Yes  No 21. Change in scenic views or vistas from existing residential areas or public lands or roads.
- Yes  No 22. Change in pattern, scale or character of general area of project.
- Yes  No 23. Produce a significant amount of solid waste or litter.
- Yes  No 24. Change in dust, ash, smoke, fumes or odors in vicinity.
- Yes  No 25. Change in lake, stream or ground water quality or quantity, or alteration of existing drainage patterns.
- Yes  No 26. Change in existing noise or vibration levels in the vicinity.
- Yes  No 27. Site on filled land or on slope of 10% or more.
- Yes  No 28. Use of disposal of potentially hazardous materials, such as toxic substances, flammables or explosives.
- Yes  No 29. Change in demand for municipal services (police, fire, water, sewage for example).
- Yes  No 30. Increased fossil fuel consumption (electricity, oil, natural gas for example).
- Yes  No 31. Relationship to a larger project or series of projects.

**Environmental Setting**

32. On a separate sheet describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site.

33. On a separate sheet describe the surrounding properties, including information on plants and animals and any cultural, historical or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one-family, apartment house, shops, department stores, etc.) and scale of development, (height, frontage, set-back, rear yard, etc.). Attach photographs of the vicinity. Snapshots or Polaroid photos will be accepted.

**CERTIFICATION:** I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
Signature

1-26-12  
\_\_\_\_\_  
Date

COLIN BROADWATER  
\_\_\_\_\_  
Name

-----

**This Section For City Use**

Filing Fee:

\_\_\_\_\_  
Receipt/application number:

\_\_\_\_\_  
Accepted for processing (signature and date):

\_\_\_\_\_  
Staff action:

\_\_\_\_\_  
Planning Commission Action:

\_\_\_\_\_  
Remarks

\_\_\_\_\_

To the Planning Commission and City Council,

CrossFit Bishop wishes to change it's location from it's current address of 281 South Street #D to 162 Willow Street. You may remember our first visit from us over two years ago when we applied for a conditional use permit to operate from our 400 square foot garage on Clarke Street. From there we expanded to our current location on South Street. On May 1<sup>st</sup> we will have been in operation on South Street for two years and we have been steadily growing our membership and are ready to expand into a larger facility once again. Our mission to bring improved health and fitness to the community has been *quite successful so far and making the move closer to downtown into a larger, more suitable facility will help us further improve what we're able to offer.* The Fendon's who own the building, have offered to vacate the space to accommodate our needs. A conditional use permit was granted two years ago to Tim Reed who opened the batting cages just across the driveway from where we propose to operate. Unfortunately, Mr. Reed's business has closed, but on the bright side, this gives Fendon's Furniture space to store their goods that are currently warehoused in our proposed space.

The conditional use permit that we must obtain to legally operate is for parking. The square footage of our portion of the warehouse would be 3,046 square feet, which would mean that 30 legal parking spaces are required. Obviously, the 6 legal spaces that the building currently has available is not sufficient. However, the building on South Street required 20 spaces and we did not meet that requirement either. Nor did we meet the requirement at our initial operation from our home on Clarke Street. We also now operate a gym in Mammoth Lakes where we do not meet the parking requirements either. Having never met the parking requirements though, we have never had a single complaint about parking or any other issue. This is probably due to the fact that our busiest times are in the early mornings and late afternoons when most businesses are not operating, and because many of our clients ride a bicycle. I see parking as even less of an issue on Willow Street, since the location will allow even better walking or bicycle access. I believe that the community of Bishop has much to gain from what we offer and little to lose by granting us the required permit to operate. Thank you for your time and consideration.

Colin Broadwater  
Owner, CrossFit Bishop and Mammoth CrossFit





TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

**SUBJECT: Resolution No. 12-10 Approving a 2012 Application for funding and the Execution of a Grant Agreement and any Amendments from the CDBG General Allocation of the State CDBG Program**

DATE: March 26, 2012

Attachments: Resolution No. 12-10  
2012 State Community Block Grant Program Draft Application  
Subrecipient Agreement with IMACA  
IMACA Cash Match Commitment

#### BACKGROUND/SUMMARY

Please find attached:

- Resolution No. 12-10 approving the application for funding and execution of a grant agreement and any amendments thereto from the 2012 Allocation of the CDBG Program;
- CDBG Draft Grant Application and Subrecipient Agreement;
- Letter from IMACA for cash match commitment.

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.

#### RECOMMENDATION

City Council consideration to approve Resolution No. 12-10 by title only.

**RESOLUTION NO. 12-10**

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2012 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 \$1,200,000.00 in funding for the following activities:

General Program Administration	\$80,000.00
Multi-Family Housing Rehabilitation	\$1,000,000.00
Developing an Affordable Housing Project With Home Partnership Funds and Tax Credits	\$50,000.00
Master Sewer Plan (focused)	\$50,000.00

SECTION 2:

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

SECTION 3:

For Cash Match, the City Council hereby approves the use of General Funds and the commitment from Inyo Mono Advocates for Community Action, Inc. (IMACA) as provided in the attached letter dated March 20, 2012 to be used as the City’s Cash Match for this application as follows:

IMACA Cash Match Commitment	\$2,500.00
City of Bishop Cash Match	\$2,500.00
<hr/>	
TOTALS	\$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 2012 State CDBG funds, if awarded.

SECTION 5:

The City hereby authorizes and directs, the City Administrator, 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, the City Administrator, 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, the City Administrator, 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 26th day of March, 2012.

---

DAVID STOTTLEMYRE, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: \_\_\_\_\_  
Denise Gillespie, Assistant City Clerk

City of Bishop

**Draft APPLICATION**

For an Allocation of the

**2012 STATE  
COMMUNITY DEVELOPMENT  
BLOCK GRANT PROGRAM**



MARCH 2012

# 2012 CDBG APPLICATION

## Application Summary

### APPLICATION SUMMARY - Table Of Contents

**Application submitted by: City of Bishop (jurisdiction)**

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

APPLICATION FORMS	Required or "Select"	Documentation located on Page(s)
Application Summary	Required	1
Joint Powers Agreement/MOU (if applicable)	N/A	
Section 504 Self Evaluation	YES	17
<b>THRESHOLD DOCUMENTATION</b>		
Threshold Requirement Forms	Required	8
Debarment Eligibility	Not on Debarment	8
Housing Element Compliance as of March 31, 2012 (just prior to application submittal deadline)	In Compliance	8
Growth Control Information	No Restricting Ordinance	8
Statement of Assurances	Required	11
Compliance with OMB Circular A-133	Required	128
Citizen Participation Documentation	Required	9
Original Resolution(s) of the Governing Body	Required	133
<b>GRANT ADMINISTRATIVE CAPACITY</b>		
Previous CDBG Grant(s) and History of Clearing Special Conditions	Yes	19
Grant Administration Capacity Documentation	Combination	19
Reporting History	Required	20
Audit and/or Monitoring Compliance documentation	Required	22
<b>INDIVIDUAL ACTIVITY</b>		
Housing Rehabilitation (HR)	Required	24
Planning and Technical Assistance (PTA)	Required	34
	Required	

# 2012 CDBG APPLICATION

## *Application Summary*

### APPLICATION SUMMARY - Table Of Contents

<b>OTHER (Use for Native American and/or Colonia Activities if applicable)</b>		
	Required	
	Required	
	Required	
<p><b>NOTE:</b> This Application Table of Contents <b>must</b> be submitted with the completed application package. All items listed <b>must</b> be submitted in the order listed. Enter the page number(s) for each item that is included in the application. <b>Incomplete applications may not meet threshold review requirements. You can add additional rows to any form in the application if you need more space.</b></p>		

**2012 CDBG APPLICATION**  
**Application Summary**

**APPLICATION SUMMARY - Forms**

**A. Application Information**

Jurisdiction Name: City of Bishop DUNS #: 040349987  
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?**

- NO**  
 **YES** Complete the following. (Please note that the implementation of a Joint Powers Agreement or Memorandum of Understanding between the applicants is required.)

Second Jurisdiction's Name: \_\_\_\_\_  
Address: \_\_\_\_\_ JPA or MOU on Page: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

Name: Keith Caldwell Title: City Administrator/Community Services Director  
Phone: (760) 873-5863 Ext: \_\_\_\_\_ FAX: (760) 873-4873  
E-mail: cityclerk@ca-bishop.us

Check here if address information is the same as above; if not, fill in information below.

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Signature: \_\_\_\_\_  Date: \_\_\_\_\_

# 2012 CDBG APPLICATION

## Application Summary

### APPLICATION SUMMARY - Forms

#### C. Jurisdictional Contact Information (must be jurisdiction staff)

Check here if address and contact person is the same as the Authorized Representative information is the same as above; if not, fill in information below.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_ FAX: \_\_\_\_\_

#### D. Legislative Representative Information

	District #	First Name	Last Name
Assembly	<u>34th</u>	<u>Connie</u>	<u>Conway</u>
Senate	<u>18th</u>	<u>Jean</u>	<u>Fuller</u>
Congress	<u>25th</u>	<u>Howard "Buck"</u>	<u>McKeon</u>

	District #	First Name	Last Name
Assembly	_____	_____	_____
Senate	_____	_____	_____
Congress	_____	_____	_____

	District #	First Name	Last Name
Assembly	_____	_____	_____
Senate	_____	_____	_____
Congress	_____	_____	_____

	District #	First Name	Last Name
Assembly	_____	_____	_____
Senate	_____	_____	_____
Congress	_____	_____	_____

# 2012 CDBG APPLICATION

## Application Summary

### APPLICATION SUMMARY - Forms

#### E. Requested Funding for All Proposed Activities

*Note: See instructions for funding limitations.*

Activity	Amount Requested	Activity Administrator	Target Populations* <small>*use list below for Target ID #s</small>	Result of PTA grant / Phase of previously funded activity?
----------	------------------	------------------------	--	--

#### GENERAL ADMINISTRATION (TOTAL)

(Maximum of 7.5% of total funding requested)	<b>\$ \$80,000.00</b>	<input type="checkbox"/> Applicant Staff <input type="checkbox"/> Other <input checked="" type="checkbox"/> Combination		
--	-----------------------	---	--	--

#### ACTIVITIES (UP TO 3 TOTAL ALLOWED)

**Activity Name:** Multi-Family Housing Rehabilitation

Activity Amount	\$ 861,250.00	<input type="checkbox"/> Applicant Staff <input checked="" type="checkbox"/> Other <input type="checkbox"/> Combination	Target I.D. #: <u>1, 9</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Grant # _____
Activity Delivery	\$ 138,750.00		Proposed # of Beneficiaries: <u>20</u>	
<b>Activity TOTAL</b>	<b>\$ 1,000,000.00</b>			

**Activity Name:** Planning and Technical Assistance

Activity Amount	\$ 100,000.00	<input type="checkbox"/> Applicant Staff <input type="checkbox"/> Other <input checked="" type="checkbox"/> Combination	Target I.D. #: <u>1, 9</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Grant # _____
Activity Delivery	\$		Proposed # of Beneficiaries: <u>120</u>	
<b>Activity TOTAL</b>	<b>\$ 100,000.00</b>			

**Activity Name:** \_\_\_\_\_

Activity Amount	\$	<input type="checkbox"/> Applicant Staff <input type="checkbox"/> Other <input type="checkbox"/> Combination	Target I.D. #: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No Grant # _____
Activity Delivery	\$		Proposed # of Beneficiaries: _____	
<b>Activity TOTAL</b>	<b>\$</b>			

**Activity Name:** \_\_\_\_\_

Activity Amount	\$	<input type="checkbox"/> Applicant Staff <input type="checkbox"/> Other <input type="checkbox"/> Combination	Target I.D. #: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No Grant # _____
Activity Delivery	\$		Proposed # of Beneficiaries: _____	
<b>Activity TOTAL</b>	<b>\$</b>			

# 2012 CDBG APPLICATION

## Application Summary

### APPLICATION SUMMARY - Forms

<b>Activity Name:</b> _____				
Activity Amount	\$			
Activity Delivery	\$	<input type="checkbox"/> Applicant Staff <input type="checkbox"/> Other <input type="checkbox"/> Combination	Target I.D. #:	<input type="checkbox"/> Yes <input type="checkbox"/> No Grant # _____
<b>Activity TOTAL</b>	<b>\$</b>		Proposed # of Beneficiaries:	
			_____	
<b>Activity Name:</b> _____				
Activity Amount	\$		Target I.D. #:	
Activity Delivery	\$	<input type="checkbox"/> Applicant Staff <input type="checkbox"/> Other <input type="checkbox"/> Combination	Proposed # of Beneficiaries:	<input type="checkbox"/> Yes <input type="checkbox"/> No Grant # _____
<b>Activity TOTAL</b>	<b>\$</b>		_____	
<b>Activity Name:</b> _____				
Activity Amount	\$		Target I.D. #:	
Activity Delivery	\$	<input type="checkbox"/> Applicant Staff <input type="checkbox"/> Other <input type="checkbox"/> Combination	Proposed # of Beneficiaries:	<input type="checkbox"/> Yes <input type="checkbox"/> No Grant # _____
<b>Activity TOTAL</b>	<b>\$</b>		_____	
<b>Activity Name:</b> _____				
Activity Amount	\$		Target I.D. #:	
Activity Delivery	\$	<input type="checkbox"/> Applicant Staff <input type="checkbox"/> Other <input type="checkbox"/> Combination	Proposed # of Beneficiaries:	<input type="checkbox"/> Yes <input type="checkbox"/> No Grant # _____
<b>Activity TOTAL</b>	<b>\$</b>		_____	

**\$ 1,100,000**

**◀ TOTAL Funding Requested**  
(\$2,000,000 Maximum including General Admin.)

In the column **Target Populations** above, enter the **primary** number(s) that correspond to the target population(s) that 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.

- |                        |                       |                                  |
|------------------------|-----------------------|----------------------------------|
| 1. Physically Disabled | 7. Families           | 13. Victims of Domestic Violence |
| 2. Persons with AIDS   | 8. Farmworkers        | 14. Dually 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                        |

**See Following Page to List Native American or Colonia Activities**

# 2012 CDBG APPLICATION

## Application Summary

### APPLICATION SUMMARY - Forms

#### NATIVE AMERICAN OR COLONIA ACTIVITIES (IN ADDITION TO MAXIMUM 3 ALLOWED ABOVE)

<b>Activity Name:</b> _____				
Activity Amount	\$ _____	<input type="checkbox"/> Applicant Staff <input type="checkbox"/> Other <input type="checkbox"/> Combination	Target I.D. #: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No Grant # _____
Activity Delivery	\$ _____		Proposed # of Beneficiaries: _____	
<b>Activity TOTAL</b>	<b>\$</b> _____			
<b>Activity Name:</b> _____				
Activity Amount	\$ _____	<input type="checkbox"/> Applicant Staff <input type="checkbox"/> Other <input type="checkbox"/> Combination	Target I.D. #: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No Grant # _____
Activity Delivery	\$ _____		Proposed # of Beneficiaries: _____	
<b>Activity TOTAL</b>	<b>\$</b> _____			
<b>Activity Name:</b> _____				
Activity Amount	\$ _____	<input type="checkbox"/> Applicant Staff <input type="checkbox"/> Other <input type="checkbox"/> Combination	Target I.D. #: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No Grant # _____
Activity Delivery	\$ _____		Proposed # of Beneficiaries: _____	
<b>Activity TOTAL</b>	<b>\$</b> _____			
<b>Activity Name:</b> _____				
Activity Amount	\$ _____	<input type="checkbox"/> Applicant Staff <input type="checkbox"/> Other <input type="checkbox"/> Combination	Target I.D. #: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No Grant # _____
Activity Delivery	\$ _____		Proposed # of Beneficiaries: _____	
<b>Activity TOTAL</b>	<b>\$</b> _____			

\$ \_\_\_\_\_

◀ TOTAL Native American or Colonia Funding Requested

In the column **Target Populations** above, enter the **primary** number(s) that correspond to the target population(s) that 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.

- |                        |                       |                                  |
|------------------------|-----------------------|----------------------------------|
| 1. Physically Disabled | 7. Families           | 13. Victims of Domestic Violence |
| 2. Persons with AIDS   | 8. Farmworkers        | 14. Dually 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                        |

**2012 NOFA APPLICATION**  
**Application Summary**

**THRESHOLD REQUIREMENTS - Forms**

The Department will review each application to determine whether the application meets all of the eligibility threshold criteria. Applications that meet all of the threshold criteria will be eligible to be rated and ranked.

	Yes	No	
<i>*Click on the check or text boxes to enter information.</i>			
<b>A.</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b><u>Debarment</u></b></p> <p>Is the applicant jurisdiction on the Federal Excluded Parties List (<a href="http://www.epls.gov">www.epls.gov</a>)?</p> <ul style="list-style-type: none"> <li>➤ If Yes, the applicant is <u>not eligible</u> to receive federal funding.</li> <li>➤ No.</li> </ul> <p>The applicant has included a copy of the search on page(s): <u>43</u></p>
<b>B.</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p><b><u>Housing Element Compliance</u></b></p> <p>Does applicant have a Housing Element in compliance with CDBG requirements as of the application submittal deadline?</p> <p><i>If No, then the applicant is <u>not eligible</u> to receive funding.</i></p> <p>The Department will verify CDBG compliance with HPD as of April 6, 2012.</p>
<b>C.</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b><u>Growth Control</u></b></p> <p>Has the applicant jurisdiction enacted limitations on residential construction, which includes limitations other than establishing agricultural preserves, or limitations imposed by another agency, or limitations not based on a health and safety need?</p> <ul style="list-style-type: none"> <li>➤ If No, skip to next section.</li> </ul> <p style="margin-left: 20px;"><input type="checkbox"/> <input type="checkbox"/></p> <p>If yes, do these limitations meet any of the exceptions found in State CDBG Program Regulations, Section 7056(b)(2)(B)?</p> <ul style="list-style-type: none"> <li>➤ If "Yes" to the exceptions, the applicant has included a copy of the limitation with this application on page(s): _____</li> <li>➤ If "No" to the exception, the applicant jurisdiction is <u>not eligible</u> to receive federal funding.</li> </ul>
<b>D.</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p><b><u>Statement of Assurances</u></b></p> <p>Applicant has included the correct version (revised 2012) of the Statement of Assurances, signed by the <b><u>chief executive officer</u></b> of the applicant jurisdiction.</p>
<b>E.</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p><b><u>Compliance with OMB Circular A-133</u></b></p> <p>Applicant has included a signed OMB Certification.</p>

**2012 NOFA APPLICATION**  
**Application Summary**

**THRESHOLD REQUIREMENTS - Forms**

	Yes	No	<i>*Click on the check or text boxes to enter information.</i>
<b>F.</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p><b><u>Citizen Participation</u></b></p> <p>Applicant has met all the Public Hearings/Citizen Participation requirements, such as:</p> <ul style="list-style-type: none"> <li>• Public notices published in a local newspaper announcing the public hearings and containing the required information, as stated in the CDBG Grant Management Manual.</li> <li>• At least one public hearing was held during the program design phase of the application.               <ul style="list-style-type: none"> <li>➢ <b>Design Hearing was <u>published/posted</u> on <u>February 2, 2012</u> ; and,</b> <ul style="list-style-type: none"> <li>○ <b>Documentation is included on page(s): <u>45</u></b></li> </ul> </li> <li>➢ <b>Design Hearing was <u>held</u> on <u>February 13, 2012</u> ; and</b> <ul style="list-style-type: none"> <li>○ <b>Documentation is included on page(s): <u>47</u></b></li> </ul> </li> </ul> </li> <li>• At least one public hearing was held to approve submittal of the application.               <ul style="list-style-type: none"> <li>➢ <b>Application Submittal Hearing was <u>published/posted</u> on <u>March 15, 2012</u> ; and,</b> <ul style="list-style-type: none"> <li>○ <b>Documentation is included on page(s): <u>50</u></b></li> </ul> </li> <li>➢ <b>Application Submittal Hearing was <u>held</u> on <u>March 26, 2012</u> ; and,</b> <ul style="list-style-type: none"> <li>○ <b>Documentation is included on page(s): _____</b></li> </ul> </li> </ul> </li> <li>• Sign-in sheets and all documentation are in the public information file and available for review and monitoring; <u>and</u>,</li> <li>• Written comments received during the public hearing process are included with the application along with any responses on page(s): _____</li> </ul>

**2012 NOFA APPLICATION**  
**Application Summary**

**THRESHOLD REQUIREMENTS - Forms**

		*Click on the check or text boxes to enter information.
Yes	No	
<b>G.</b>	<input checked="" type="checkbox"/>	<p><b><u>Resolution(s) of the Governing Body</u></b></p> <p>Applicant has included a Resolution (sample in Appendix I) that:</p> <ul style="list-style-type: none"> <li>• Is an original or an original certified copy; <u>and</u></li> <li>• Authorizes submission of the application; <u>and</u></li> <li>• Approves the application's contents (funding requested, activities, committed leverage, etc.); <u>and</u></li> <li>• Authorizes the execution of a grant agreement, and any amendments thereto, if funded; <u>and</u></li> <li>• Designates a person (by name and title) authorized to enter into an agreement, if funded; <u>and</u></li> <li>• Designates persons (by names and titles) authorized to sign all reports, Funds Requests and other program-supporting documentation.</li> </ul>
	<input type="checkbox"/>	

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. 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.

I certify on behalf of City of Bishop (name of entity) that the Threshold information provided is true and accurate.

Authorized Representative (per the Resolution):

Keith Caldwell  
Director  
(Printed/Typed Name)

City Administrator/Community Services  
(Title)

\_\_\_\_\_  
(Signature)

**(blue ink)**

\_\_\_\_\_  
(Date signed)

**2012 NOFA APPLICATION**  
**Application Summary**

**STATEMENT OF ASSURANCES (2012) - Forms**

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

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

- 1. Legal Authority - It possesses legal authority to apply for the grant and to execute the proposed program.
  
- 2. 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.
  
- 3. 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,

**2012 NOFA APPLICATION**  
***Application Summary***

**STATEMENT OF ASSURANCES (2012) - Forms**

- 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.
4. National Objective - The CDBG Program has been developed 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.
5. NEPA Environmental Review - 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).
6. CEQA - Consents to assume the role of either Lead Agency as defined by Section 21067 of the California Public Resources Code, or if another public agency is or will be designated Lead Agency, it consents to assume the role of Responsible Agency as defined by Section 21069 of the California Public Resources Code, in order to ensure compliance with CEQA.
7. Audit/Performance Findings - Has resolved any audit findings or performance problems for prior CDBG grants awarded by the State.
8. Growth Control - Certifies that 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,

**2012 NOFA APPLICATION**  
***Application Summary***

**STATEMENT OF ASSURANCES (2012) - Forms**

- 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,
  - E. The use of the funds applied for in this application is restricted for housing for the targeted income group.
9. Uniform Administrative Requirements - 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.
10. Nondiscrimination - Shall comply with the following regarding nondiscrimination:
- 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).
  - I. The prospective contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

**2012 NOFA APPLICATION**  
***Application Summary***

**STATEMENT OF ASSURANCES (2012) - Forms**

11. Anti-Displacement/Relocation - 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 2011-2012](#)
12. Labor Standards - 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.
13. Architectural Barriers - Will comply with the Architectural Barriers Act of 1968 (42 USC 4151-4157) and implementing regulations (24 CFR Part 40-41).
14. Conflict of Interest - 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).
15. Limitations on Political Activities - Will comply with the Hatch Act (5 USC 1501 et seq.) regarding political activity of employees.
16. Lead-Base Paint - 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.
17. 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 ([www.epls.gov](http://www.epls.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

**2012 NOFA APPLICATION**  
**Application Summary**

**STATEMENT OF ASSURANCES (2012) - Forms**

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.

18. Inspection of Grant Activities - 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.
19. Cost Recovery - 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 targeted 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 targeted 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.
20. Procurement - Will follow the federal procurement policies per 24 CFR Sec. 85.36
21. Excessive Force - 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.
22. 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.***

NAME OF CERTIFYING OFFICIAL:

Keith Caldwell (*print/type*)

CHIEF ADMINISTRATIVE EXECUTIVE:

City Administrator/Community Services Director (*enter exact title of person signing*)

\_\_\_\_\_  
Signature (**blue** ink)

\_\_\_\_\_  
Date certified

**2012 NOFA APPLICATION**  
*Application Summary*

**SECTION 504 SELF-EVALUATION**

**Section 504 Self-Evaluation:**

HUD requires jurisdictions to have documented their compliance with Section 504.

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.

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<<*

**2012 NOFA APPLICATION**  
*Application Summary*

**SECTION 504 SELF-EVALUATION**

**SECTION 504 SELF-EVALUATION**      Applicant: City of Bishop

AREAS DISCUSSED	PROBLEMS	MODIFICATIONS MADE
<p><u>COMMUNICATIONS: (Program Publicity)</u></p> <p>Public Notices and ads in newspaper?      yes / no</p> <p>Public Service Announcements?              yes / no</p> <p>Posters or fliers?                                    yes / no</p> <p>Letters to homeowners in area?                yes / no</p> <p>Informational public meetings?                yes / no</p> <p>Interpreters, readers, or TDD's available upon request?      yes / no</p> <p>Equal Opportunity statement in ads, fliers, letters?                              yes / no</p>		
<p><u>EMPLOYMENT:</u></p> <p>Does the City make reasonable accommodation to known physical or mental limitations of qualified applicants or employees with handicaps?      yes / no</p> <p>Pre-employment inquiries and tests do not screen out handicapped persons?              yes / no</p>		
<p><u>PROGRAM ACCESSIBILITY:</u></p> <p>Are City/County facilities accessible to and usable by individuals with handicaps (for example: ramps, space at meetings)?      yes / no</p> <p>Handicap modifications offered in rehabilitation program?                              yes / no</p> <p>Handicapped individuals with limited mobility assisted with applications at their homes?      yes / no</p>		
<p><u>ENFORCEMENT - Evaluate how policies meet 504 requirements:</u></p> <p>Statement of Assurances in grant applications?      yes / no</p> <p>Non-discrimination clause in deed of trust?              yes / no</p> <p>Names of Advisors on Handicapped issues: _____ _____</p> <p>City/County has procedures for complaints?              yes / no</p> <p>Is log maintained of any complaints?                              yes / no</p>		

Name of Section 504 Coordinator: Keith Caldwell

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**2012 NOFA APPLICATION**  
***Application Summary***

**OMB CIRCULAR A-133 - Forms**

Office of Management and Budget (OMB) Circular A-133 is used pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. It sets forth the standards for obtaining consistency and uniformity among Federal agencies for the audit of states, local governments, and non-profit organizations expending Federal awards. Cities and counties not exempted from the requirements of OMB Circular A-133 must submit their audits to the State Controller. Non-profit organizations not exempted must submit their audits to the California Department of Housing and Community Development.

Pursuant to the requirements of OMB Circular A-133, please check the appropriate statement and certify at the bottom of the page:

- The \_\_\_\_\_ (name of entity) has expended more than \$500,000 in Federal funds in fiscal year 2010/2011 and is required to conduct a single audit or program specific audit for this year in accordance with the provisions of OMB Circular A-133:
- The audit has been completed and has been submitted to the appropriate control agency. (**Proof of submittal must be submitted** with this form and the application. Failure to do so may result in denial of CDBG funding.)
- The City of Bishop (name of entity) has expended less than \$500,000 in federal funds in fiscal year 2010/2011 and is exempt from the requirements of OMB Circular A-133. Non-Federal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and the General Accounting Office. (**Submit proof of this statement**, such as evidence of sending the exemption letter to SCO, with this form and the application)

I certify on behalf of City of Bishop (name of entity) that the above is a true and accurate statement.

Keith Caldwell  
Director

(Printed/Typed Name of Authorized Representative)

City Administrator/Community Services

(Title)

\_\_\_\_\_  
(Signature) (**blue** ink)

\_\_\_\_\_  
(Date signed)

**2012 NOFA APPLICATION**  
***Application Summary***

**GRANT ADMINISTRATIVE CAPACITY - Forms**

**Questions A through E in the following “Capacity and Past Performance” section must be filled in on all applications as part of the Rating & Ranking process. Up to 200 points will be awarded under this section. All applicants must answer the questions and include supporting documentation.**

A. Did the applicant have any CDBG Economic Development, Community Development (formerly known as General), Native American, or Colonia grant experience for the years 2009 or 2010? **(Do not include PTA grants)**

**Yes.** Identify which CDBG Allocation(s) and the applicable funding year(s).

**Community Development** Allocation.

Funding Year(s): 2006

Grant #'s: \_\_\_\_\_

**Economic Development** Allocation.

Funding Year(s): \_\_\_\_\_

Grant #'s: \_\_\_\_\_

**Colonias** Allocation.

Funding Year(s): \_\_\_\_\_ Grant #'s: \_\_\_\_\_

**Native American** Allocation.

Funding Year(s): \_\_\_\_\_ Grant #'s: \_\_\_\_\_

**No.** Have not had any CDBG grants in 2006-2009.

B. 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: (Attach **resumes** and **duty statements** of 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 and describing their specific CDBG responsibilities.)

Supporting documentation on page(s): \_\_\_\_\_

Subrecipient Agreement:

Draft  Executed. Term of the Agreement: March 26, 2012 to March 26, 2015

Other: \_\_\_\_\_

Supporting documentation on page(s): \_\_\_\_\_

**2012 NOFA APPLICATION**  
***Application Summary***

**GRANT ADMINISTRATIVE CAPACITY - Forms**

- Procured Administrator(s) per 24 CFR 85.36 and the GMM Chapter 8:
- Per Small Purchase Authority
  - By Competitive Proposal
  - By Non-Competitive/Sole-Source
    - Department approval documentation, pages: \_\_\_\_\_
  - Term of the Agreement: \_\_\_\_\_
  - Supporting documentation on page(s): \_\_\_\_\_
- Some Combination of the Above: Describe: In-house Staff and Subrecipient Agreement
- Supporting documentation on page(s): \_\_\_\_\_

C. Fill in the chart below to indicate past performance of Grant Reporting. In order to receive full points, the reports and close-out documentation listed in the chart below, if applicable to your jurisdiction's grants within the last two years, must be received by the Department by the application deadline in order to check "No Reports Missing." Include supporting documentation to verify compliance.

<b>Grant Reporting</b>	
<b>2009-10 Grants</b>	<b>2010-11 Grants</b>
<b>Annual Financial and Accomplishment Report (FAR):</b> <input checked="" type="checkbox"/> No reports missing <input type="checkbox"/> Missing report <input type="checkbox"/> N/A	<b>Annual Financial and Accomplishment Report (FAR):</b> <input checked="" type="checkbox"/> No reports missing <input type="checkbox"/> Missing report <input type="checkbox"/> N/A
<b>Annual Grantee Performance Report (GPR):</b> <input checked="" type="checkbox"/> No missing reports <input type="checkbox"/> Missing any reports <input type="checkbox"/> N/A	<b>Annual Grantee Performance Report (GPR):</b> <input checked="" type="checkbox"/> No missing reports <input type="checkbox"/> Missing any reports <input type="checkbox"/> N/A
<b>Semi-Annual and Annual Program Income Reports:</b> <input checked="" type="checkbox"/> 100% submitted <input type="checkbox"/> Missing any reports <input type="checkbox"/> N/A	<b>Semi-Annual and Annual Program Income Reports:</b> <input checked="" type="checkbox"/> 100% submitted <input type="checkbox"/> Missing any reports <input type="checkbox"/> N/A
<b>Semi-annual and Annual Economic Development Progress Report:</b> <input checked="" type="checkbox"/> No reports missing <input type="checkbox"/> Missing any reports <input type="checkbox"/> N/A	<b>Semi-annual and Annual Economic Development Progress Report:</b> <input checked="" type="checkbox"/> No reports missing <input type="checkbox"/> Missing any reports <input type="checkbox"/> N/A

**2012 NOFA APPLICATION**  
*Application Summary*

**GRANT ADMINISTRATIVE CAPACITY - Forms**

<b>Semi-annual and Annual Wage Compliance Reports:</b> <input checked="" type="checkbox"/> 100% submitted <input type="checkbox"/> Missing any reports <input type="checkbox"/> N/A	<b>Semi-annual and Annual Wage Compliance Reports:</b> <input checked="" type="checkbox"/> 100% submitted <input type="checkbox"/> Missing any reports <input type="checkbox"/> N/A
<b>Grant Close-out Documentation:</b> <input checked="" type="checkbox"/> No missing reports <input type="checkbox"/> Missing any reports <input type="checkbox"/> N/A	<b>Grant Close-out Documentation:</b> <input checked="" type="checkbox"/> No missing reports <input type="checkbox"/> Missing any reports <input type="checkbox"/> N/A
<b>Section 3 Report:</b> <input checked="" type="checkbox"/> No missing reports <input type="checkbox"/> Missing any reports <input type="checkbox"/> N/A	<b>Section 3 Report:</b> <input checked="" type="checkbox"/> No missing reports <input type="checkbox"/> Missing any reports <input type="checkbox"/> N/A

D. Fill in the chart below to indicate past performance of Clearing Special Conditions. In order to receive full points on the second chart, Special Conditions must have been cleared within 90 days, regardless of receiving an extension from the Department.

<b>Timely Clearance of Special Conditions</b>	
<b>For Grant # _____</b> <input type="checkbox"/> All Special Conditions cleared <i>within 90 days.</i> <input type="checkbox"/> If more than 90 days	<b>For Grant # _____</b> <input type="checkbox"/> All Special Conditions cleared <i>within 90 days.</i> <input type="checkbox"/> If more than 90 days
<b>For Grant # _____</b> <input type="checkbox"/> All Special Conditions cleared <i>within 90 days.</i> <input type="checkbox"/> If more than 90 days	<b>For Grant # _____</b> <input type="checkbox"/> All Special Conditions cleared <i>within 90 days.</i> <input type="checkbox"/> If more than 90 days

**2012 NOFA APPLICATION**  
*Application Summary*

**GRANT ADMINISTRATIVE CAPACITY - Forms**

E. In the Audit and Monitoring Chart below, fill in the grant number of any CDBG monitoring visit, regardless of whether or not there were any Monitoring Findings. Include the grant number and the date of the Monitoring Visit. Also fill in any year (within the last two fiscal years) in which your jurisdiction had a Single Audit Report (SAR), as required by OMB A-133, with one or more Findings that related to CDBG.

<b>Compliance in Clearing of Monitoring and Audit Findings</b>	
<b>Monitorings</b>	<b>Audit Findings Regarding CDBG</b>
<b>For Grant # _____</b> <b>Date of Monitoring Visit: _____</b> <input type="checkbox"/> Jurisdiction responded to Monitoring Report within prescribed timeline <input type="checkbox"/> Responded in more than prescribed timeline but with Department Approval <input type="checkbox"/> Responded in more than prescribed timeline without Department Approval	<b>For Year 2009-2010</b> <input type="checkbox"/> Single Audit Report included one or more CDBG-related Findings <input type="checkbox"/> Jurisdiction responded to Audit Finding Report within prescribed timeline <input type="checkbox"/> Responded in more than prescribed timeline but with Department Approval <input type="checkbox"/> Responded in more than prescribed timeline without Department Approval
<b>For Grant # _____</b> <b>Date of Monitoring Visit: _____</b> <input type="checkbox"/> Jurisdiction responded to Monitoring Report within prescribed timeline <input type="checkbox"/> Responded in more than prescribed timeline but with Department Approval <input type="checkbox"/> Responded in more than prescribed timeline without Department Approval	<b>For Year 2010-2011</b> <input type="checkbox"/> Single Audit Report included one or more CDBG-related Findings <input type="checkbox"/> Jurisdiction responded to Audit Finding Report within prescribed timeline <input type="checkbox"/> Responded in more than prescribed timeline but with Department Approval <input type="checkbox"/> Responded in more than prescribed timeline without Department Approval

**2012 NOFA APPLICATION**  
**Application Summary**

**ALL ACTIVITIES - ALL FUNDING SOURCES**

USES	SOURCES						
ACTIVITY (Separate Activity Delivery and General Admin)	State and Federal				Other Funding Sources		
	State CDBG Funds	Program Income Available: \$ _____ (Total uncommitted RLA funds available) Program Income Committed:	Other State Funds	Federal Funds	Local Funds	Private	Totals:
<b><u>General Administration</u></b>	\$ 80,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ 80,000
<b><u>Activity Delivery</u></b>	\$ 138,750	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ 138,750
<b><u>MFH Rehabilitation</u></b>	\$ 786,250	\$ _____	\$ 925,000	\$ _____	\$ _____	\$ 196,904	\$ 1,908,154
<b><u>Planning and Technical Assistance</u></b>	\$ 95,000	\$ _____	\$ _____	\$ _____	\$ 2,500	\$ 2,500	\$ 100,000
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Totals:</b>	\$ 1,100,000	\$ _____	\$ 925,000	\$ _____	\$ 2,500	\$ 199,404	\$ 2,226,904

**2012 CDBG APPLICATION**  
***Housing Rehabilitation (HR)***

**HOUSING REHABILITATION - Forms**

**TABLE OF CONTENTS**

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

<b>ACTIVITY</b>	<b>SELECT</b>	<b>DOCUMENTATION</b>	<b>PAGE(S)</b>
Housing Rehab Forms (all pgs)	YES	All Forms and Documentation	25
<b>NEED</b>			
Age of Housing Stock	YES	Included in Forms	28
Overcrowding	YES	Included in Forms	28
Vacancy Rate	YES	Included in Forms	28
Supplemental Information	YES	List:	
Other Supporting Documentation	YES	List:	
<b>BENEFIT</b>			
Service Area Documentation	YES	Select	
Beneficiary Documentation	YES	Select	
Other: _____	YES	List:	
<b>READINESS</b>			
Program Operator	Subrecipient	Select	30
Existing Program Continued	YES	Select	30
<b>Projects Only:</b> Proof of Similar Projects	Similar Project WI	Select	31
Draft Subrecipient Agreement	NO	Select	
Executed Subrecipient Agreement	YES	Select	77
Draft Housing Rehab Guidelines	YES	Select	
Adopted Rehab Guidelines	Select	Select	
List of Pre-Screened Applicants	YES	Select	
<b>Projects Only:</b> Site Control	Yes	Select	
<b>Projects Only:</b> All Funding in Place	No	Select	
Sources and Uses	Required	Chart	

**2012 CDBG APPLICATION**  
***Housing Rehabilitation (HR)***

**HOUSING REHABILITATION - Forms**

**A. Activity Information:**

1. **Is this Activity being submitted under the Community Development Allocation, the Native American Allocation, the Colonia Allocation, or as a Set-Aside (Un-Scored) Activity? (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**  
 **Set-Aside (Un-Scored) Activity**

2. **How much is being requested for this activity?**

\$1,000,000 = \$861,250 + \$138,750

Total \$\$ Requested for this Activity = (Activity \$\$) + (Activity Delivery \$\$)

3. **Is this activity a component of a Housing Combo program?**

Yes  No

4. **How will the requested CDBG funds be used? Check *ONLY one* type of Program **OR** *one* type of Project. If more than one program/project is being proposed, submit a separate set of Activity Forms for each program/project:**

a) Programs

- Rehab Program: Single-Family Residential (14A)  
 Energy Efficiency Improvements (*only*) (14F)  
 Lead-Based Paint/Lead Hazard Testing/Abatement (*only*) (14I)  
 Residential Historic Preservation Program (16A)

b) Projects

- Multi-Family Rehabilitation Project (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)

**2012 CDBG APPLICATION**  
***Housing Rehabilitation (HR)***

**HOUSING REHABILITATION - Forms**

- 5. If a Project is being proposed, what is the location of the sites(s) where the activity will occur? (Include map)**

156 E. Clarke Street, Bishop, CA 93514

Does the Applicant currently have site control?

Yes                       No (If Yes, see Question 4 under Readiness)

- 6. Description of Activity:** *(See instructions.)*

Reconstruction of 19-unit income and senior restricted Valley Apartments (see attached detail project description).

- 7. Who will be the Program Operator?** *(Check all that apply.)*

- Jurisdiction (Applicant)
- Consultant/Contractor (For-Profit entity)
- Non-Profit as Subrecipient
- CHDO (Community Housing Development Organization)
- Another unit of local government
- Another public agency
- Non-Profits not acting as Subrecipients
- Faith-based organization
- Institution of higher education
- Combination of \_\_\_\_\_

Name of all agencies/organizations indicated above:

a) Inyo Mono Advocates for Community Action, Inc. (IMACA)

b) \_\_\_\_\_

c) \_\_\_\_\_

d) \_\_\_\_\_

**2012 CDBG APPLICATION**  
***Housing Rehabilitation (HR)***

**HOUSING REHABILITATION - Forms**

- 8. Project Timeline (for MFH Projects Only)** - Indicate significant accomplishments and the proposed date of completion.

Project Timeline		
	Description of Accomplishment	Proposed Date of Attainment
1.	Temporary Relocation of Residents	January 2013
2.	Demolition of Existing Structures	April 2013
3.	Site Grading	June 2013
4.	Reconstruction of 19-unit apartment complex	July 2013
5.	Parking Lot and Landscaping	March 2014
6.	Completion of Project	May 2014
7.		
8.		

- 9. Relocation Compliance for Rehab Programs:**

**Will this activity trigger relocation (temporary) or permanent displacement of any “persons”?**

Yes                       No

If yes, then 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.

**Do local Owner Occupied Program Guidelines allow temporary relocation for program participants?**

Yes                       No

If yes, then proper language regarding the assistance for households must be included in local program guidelines for review at time of meeting special conditions of the grant.

**Do local Owner Investor Program Guidelines have temporary relocation plan for tenants of rental units under the program?**

Yes                       No

If no, then proper Local Program Guidelines must be provided for the Department’s review and approval at time of meeting special conditions of the grant.

# 2012 CDBG APPLICATION

## Housing Rehabilitation (HR)

### HOUSING REHABILITATION - Forms

**B. Need for Activity:**

***For Census data used for this activity, please refer to Appendix P***

1. **Age of Housing Stock** - This table will indicate the total percentage of the jurisdiction's housing stock that was built pre-1970.

Enter the percentage from <b>Appendix P</b>	<b>Age of Housing Stock</b>	<b>55.5%</b>
---	-----------------------------	--------------

2. **Overcrowding** - The total percentage of the jurisdiction's housing stock that is overcrowded (1.01 or more occupants per room):

Enter the percentage from <b>Appendix P</b>	<b>Overcrowding</b>	<b>7.0%</b>
---	---------------------	-------------

3. **Vacancy Rate (for MFH projects)** - Enter the total percentage of the jurisdiction's vacancy rate:

Enter the percentage from <b>Appendix P</b>	<b>Total Vacancy Rate</b>	<b>5.8%</b>
---	---------------------------	-------------

4. **Supplemental Information** - *Check if providing supplemental information for:*

- Worsened Age of Housing Stock
- Worsened Housing Overcrowding
- Worsened Vacancy Rate (for MFH projects)

a) Describe the worsened condition:

b) Describe how this issue is specific to your community?

c) List:

- Third-party, quantifiable documentation (must be less than 5 years old) being submitted to support the worsened condition(s), **AND**
- The time period that the documentation supports as worsened (e.g., earthquake on 1/1/08; fire from 3/13/08-5/17/08, etc.), **AND**
- The page numbers, in this application, where documentation can be found.

**Note:** *For lengthy reports/studies, please include the cover page, executive summary and only the pages needed to support worsened conditions. A more current Housing Stock survey cannot be submitted here – it must be submitted under the Housing Stock Condition section.*

## 2012 CDBG APPLICATION Housing Rehabilitation (HR)

### HOUSING REHABILITATION - Forms

Description of Documentation:	Date of Doc.	Application Page #
1.		
2.		

**C. Benefit:**

1. **Service area for Programs:** (*Check only one.*)
- Entire Jurisdiction
- Target Area(s):

**All Applicants** - Identify the Service Area(s) by Census Tract(s) and Block Group(s) in the table below (even if jurisdiction-wide) and list the page(s) where the Census Tract/ Block Group Map(s) may be found in this application. Page(s): \_\_\_\_\_

| Census Tract   |
|----------------|----------------|----------------|----------------|----------------|
| 4              | _____          | _____          | _____          | _____          |
| Block Group(s) |
| 2054           | _____          | _____          | _____          | _____          |

2. **Beneficiaries by Income and Tenure** - Housing Rehabilitation **programs** are income restricted and benefit 100 percent Low-Mod Individuals (LMI). Indicate the number of households that are anticipated to be assisted by category of Low-Mod Income, and by owner or renter-occupied units.

**OWNER-OCCUPIED units -**

81% and <u>Above</u> (Non- Low-Mod)	Between 51% - 80% (Low Income)	Between 31% - 50% (Very Low Income)	Below 30% (Extremely Low Income)	TOTALS
<i>not eligible</i>				

**2012 CDBG APPLICATION**  
***Housing Rehabilitation (HR)***

**HOUSING REHABILITATION - Forms**

**RENTER-OCCUPIED units -**

<b>81% and <u>Above</u> (Non-LOW-MOD)</b>	<b>Between 51% - 80% (Low Income)</b>	<b>Between 31% - 50% (Very Low Income)</b>	<b>Below 30% (Extremely Low Income)</b>	<b>TOTALS</b>
<i>not eligible</i>		3	17	20

3. **Estimated number of:**    1 Loans            1 Grants

**D. Readiness:**

1. **Program Operator -** If funded, how will this activity be administered?

In-house Staff Only (Attach resumes and duty statements of staff that will be performing the work and a "Responsibility Chart" showing internal controls, management oversight, and which staff will be working on CDBG activities and their specific responsibilities.)

Subrecipient Agreement:

Draft             Executed             Other: \_\_\_\_\_

Term of the agreement: March 2012 to March 2015

Procured Administrator(s) (per 24 CFR 85.36 and the GMM Chapter 8):

Per Small Purchase Authority

By Competitive Proposal

By Non-Competitive/Sole-Source

Include Department approval documentation, pages: \_\_\_\_\_

Term of the agreement: \_\_\_\_\_

Combination of the above. Describe: \_\_\_\_\_

Documentation provided on pages: \_\_\_\_\_

2. **Activity-Specific Operator Experience – Single Family Rehab Program:**

Continuation of Existing Program

Active Program Within last 12 Months

Active Program Within last 4 Years – though not last 12 months

Documentation provided on pages: \_\_\_\_\_

**2012 CDBG APPLICATION**  
***Housing Rehabilitation (HR)***

**HOUSING REHABILITATION - Forms**

**3. Activity-Specific Operator Experience – Multi-Family Rehab Project:**

Number of similar projects with CDBG or HOME funding completed by the jurisdiction in the past 5 years:

- 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 close-out letter(s) from CDBG or HOME  
 Copy(ies) of Certificate of Occupancy or Recorded Notice(s) of Completion

Documentation provided on pages: \_\_\_\_\_

Number of similar projects without CDBG or HOME funding completed by the jurisdiction in the past 5 years:

- 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 close-out letter(s) from CDBG or HOME  
 Copy(ies) of Certificate of Occupancy or Recorded Notice(s) of Completion

Documentation provided on pages: \_\_\_\_\_

**4. Site Control (Projects Only):**

- | <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          |

**2012 CDBG APPLICATION**  
***Housing Rehabilitation (HR)***

**HOUSING REHABILITATION - Forms**

Other documentation of Site Control – List \_\_\_\_\_  
Documentation provided on pages: \_\_\_\_\_

**5. Other Readiness Documentation Provided:**

- Adopted Housing Rehab Guidelines (Programs)
- Waiting List of Pre-Screened Applicants (Programs)
- Financing in Place (include all commitment letters or loan agreements)
- Executed Development Agreement (Projects Only)

Documentation provided on pages: \_\_\_\_\_

Note: If the applicant's Program Guidelines have been approved by the Department, provide only the Department's approval letter.

**2012 CDBG APPLICATION**  
***Housing Rehabilitation (HR)***

**HOUSING REHABILITATION - All Funding Sources**

USES  Activity Cost Categories	SOURCES							
	STATE OR FEDERAL				Other Funding Sources			Totals:
	State CDBG	Program Income	Other State Funds	Federal Funds	Local Funds	Private	Identify Leverage	
<b><u>Plans and Specifications</u></b>	\$ _____	\$ _____	\$ <u>50,000</u>	\$ _____	\$ _____	\$ <u>10,503</u>	IMACA	\$ <u>60,503</u>
<b><u>Development Fees</u></b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>20,168</u>	IMACA	\$ <u>20,168</u>
<b><u>Relocation of Residents</u></b>	\$ _____	\$ _____	\$ <u>175,000</u>	\$ _____	\$ _____	\$ <u>17,000</u>	IMACA	\$ <u>192,000</u>
<b><u>Demolition</u></b>	\$ _____	\$ _____	\$ <u>200,000</u>	\$ _____	\$ _____	\$ _____	_____	\$ <u>200,000</u>
<b><u>Site Improvements</u></b>	\$ _____	\$ _____	\$ <u>250,000</u>	\$ _____	\$ _____	\$ _____	_____	\$ <u>250,000</u>
<b><u>Construction</u></b>	\$ <u>861,250</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>147,136</u>	DONATIONS	\$ <u>1,008,386</u>
<b><u>Contractor Fees</u></b>	\$ _____	\$ _____	\$ <u>250,000</u>	\$ _____	\$ _____	\$ <u>2,097</u>	IMACA	\$ <u>252,097</u>
<b>Totals:</b>	\$ <u>861,250</u>	\$ _____	\$ <u>925,000</u>	\$ _____	\$ _____	\$ <u>196,904</u>	_____	\$ <u>1,983,154</u>

**2012 CDBG APPLICATION**  
**Planning & Technical Assistance (PTA)**

**PLANNING ACTIVITIES TABLE OF CONTENTS - Forms**

**PLANNING ACTIVITIES TABLE OF CONTENTS**

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

ACTIVITY	SELECT	DOCUMENTATION	PAGE(S)
Planning Activities Forms (all pgs)	YES	All Forms/Documents	35
<b>PLANNING OVERVIEW FORMS</b>			
Allocation Selection	Required	Included in Forms	35
Activity Titles and Funding Request	Required	Included in Forms	35
List of Cash Match and Cash Match Supporting Documentation	Required	List: Adopted Resolution	35
Cash Match Documentation	YES	YES	35
Target Population Served	Required	Included in Forms	36
Beneficiaries Served Documentation	YES		36
Consultant Information	YES	Included in Forms	
Other: _____	YES	List:	
<b>PLANNING ACTIVITY DESCRIPTION FORMS – Planning Study #1</b>			
National Objective Documentation	Yes	Yes	37
Public Benefit Documentation (For ED planning activities only)	Select	Select	
Activity Description	Required	Add'l docs attached	65
Final Product Description	Required	Add'l docs attached	68
Cost Reasonableness Documentation	Required	Add'l docs attached	
For-Profit Business Required Letters	Select	Select	
Budget Chart (Schedule 1)	Required	Chart	39
<b>PLANNING ACTIVITY DESCRIPTION FORMS – Planning Study #2</b>			
National Objective Documentation	Yes	Yes	40
Public Benefit Documentation (For ED planning activities only)	Select	Select	
Activity Description	Required	Add'l docs attached	75
Final Product Description	Required	Add'l docs attached	75
Cost Reasonableness Documentation	Required	Add'l docs attached	
For-Profit Business Required Letters	Select	Select	
Budget Chart (Schedule 1)	Required	Chart	42

# 2012 CDBG APPLICATION

## Planning & Technical Assistance (PTA)

### PLANNING ACTIVITY - Forms

#### 1. Allocation Selection (No more than two planning activities allowed per application)

- Economic Development (ED) Planning Activities only:**     1 study     2 studies  
 **Community Development (CD) Planning Activities only:**     1 study     2 studies  
 **ED & CD Planning Activities – 1 of each**

#### 2. Activity Titles and Funding Requested by Activity

**Activity Title** - Insert only one ED or CD activity title per line in this table, and indicate ED or CD, and funding amount requested. See sample list planning activity titles provided in **Appendix Q**.

<b>Planning Activity Title</b>	<b>ED or CD</b>	<b>Funding Requested for Planning Activities</b>
1. Affordable Housing Project with HOME and Tax Credit Funds	ED <input type="checkbox"/> CD <input checked="" type="checkbox"/>	\$ 47,500
2. Sewer Master Plan (focused)	ED <input type="checkbox"/> CD <input checked="" type="checkbox"/>	\$ 47,500
<b>General Administration</b>		
* GA may not exceed five percent (5%) of total funds requested		* \$ 5,000
<b>Grand Total Amount Requested (Max. \$100,000)</b>		<b>\$ 100,000</b>

#### 3. List of Cash Match Sources

<b>Required Cash Match</b> (Minimum 5%)	<b>Name of Source:</b> <b>City, County or Other</b> (non state or federal funds)	<b>Approved Cash Match</b> (per Resolution)
5%	City	\$2,500
5%	Other	\$2,500
		\$
<b>Total</b>		<b>\$5,000</b>

**2012 CDBG APPLICATION**  
***Planning & Technical Assistance (PTA)***

**PLANNING ACTIVITY - Forms**

**4. Target Population Served**

- |  |   |
|--|---|
| 1. <input checked="" type="checkbox"/> Physically Disabled | 9. <input checked="" type="checkbox"/> Seniors            |
| 2. <input type="checkbox"/> Persons with AIDS              | 10. <input type="checkbox"/> Mentally Ill                 |
| 3. <input type="checkbox"/> Youths                         | 11. <input type="checkbox"/> Veterans                     |
| 4. <input type="checkbox"/> Single Adults                  | 12. <input type="checkbox"/> Victims of Domestic Violence |
| 5. <input type="checkbox"/> Single Men                     | 13. <input type="checkbox"/> Substance Abusers            |
| 6. <input type="checkbox"/> Single Women                   | 14. <input type="checkbox"/> Dually-Diagnosed             |
| 7. <input type="checkbox"/> Families                       | 15. <input type="checkbox"/> Homeless                     |
| 8. <input type="checkbox"/> Farmworker                     | 16. <input type="checkbox"/> Other:                       |

**5. Beneficiaries Served**

<u>Proposed Study Relates to:</u>	<u>Accomplishment</u>	<u>Number Assisted</u>
Public Services, Public Facilities or Public Improvements	Persons	<u>150</u>
Housing or Public Works	Housing Units	<u>91</u>
Housing Acquisition	Households	_____
Economic Development	Jobs	_____

**2012 CDBG APPLICATION**  
***Planning & Technical Assistance (PTA)***

**PLANNING ACTIVITY - Forms**

**Note:** *Complete & attach one set of these Planning Activity Description Forms for each proposed Planning Activity.*

1. **Allocation:** ED  CD

2. **Activity Title:** Developing an Affordable Housing Project with Home Partnership Funds and Tax Credits

3. **Amount Requested for Activity:** \$ 50,000

4. **National Objective:**

A. Check **one** box indicating which National Objective this activity addresses. Explain and document how the activity will meet that objective.

Benefit to Low- and Moderate- Income (Low-Mod) Individuals or Households

**Or**, for the National Objective of Elimination of Slums and Blight, check the box below and immediately below it, describe and document how the activity will meet the National Objective of Elimination of Slums and Blight. Attach documentation of area or spot basis, and attach to this set of activity forms.

Elimination of Slums and Blight:

Describe how the activity will meet the National Objective: \_\_\_\_\_

Supporting Documentation for Elimination of Slums and Blight provided on pages: \_\_\_\_\_

B. Check the appropriate boxes below that describe how the proposed study will meet National Objective of Benefit to Low-Mod Individuals or Households:

Limited Clientele - list the specific group(s) to be served: \_\_\_\_\_

Income restricted – describe how final activity resulting from the study will be income restricted: \_\_\_\_\_

Income survey or HUD Low Income Census data - attach full copy of proper documentation, including Census Tract and Block Group maps, at the end of this activity description section.

Jurisdiction-Wide

Targeted Area

Supporting Documentation provided on pages: \_\_\_\_\_

**2012 CDBG APPLICATION**  
***Planning & Technical Assistance (PTA)***

**PLANNING ACTIVITY - Instructions**

5. **Public Benefit (*For ED PTA activities only*)** - Describe how the planning activity will lead to creation or retention of jobs by completing this study:  
\_\_\_\_\_
6. **Activity Description** - Provide a complete narrative explaining the need for the study. Describe the scope of work and full process for completing the study with each of the key steps. Check the instructions to make sure you have provided all the required information. See attached description
7. **Final Product Description** - Describe in detail each final product that will be produced from this planning activity: See attached description
- Note:** *All final products, including applications, must contain an acknowledgment of State CDBG funding on the front cover.*
8. **Cost Reasonableness Documentation** – Attach documentation showing cost reasonableness of planning study being applied for. Indicate how scope of work, service area, and final product will require the amount of funding requested.

Supporting Documentation provided on pages: See attached documentation

**Additional Information for Economic Development (ED) Studies**

9. **Assistance to For-Profit Businesses** - Is the study being conducted on a private for-profit business, developer or property owner?
- No**, skip to number 10.  
 **Yes**, state the full name of the private business/property owner and provide letters per instructions cited in #9 of the instructions for this application.

Name: \_\_\_\_\_

Attached Letters from Business on Pages: \_\_\_\_\_

10. **Preparation of an Economic Development Plan** - Is the applicant preparing an economic development plan?

**Yes**                       **No**

Applicants requesting funds for the development or update of a local Economic Development Plan (EDP) are encouraged to consult with their ED program representative prior to submitting an application.

**2012 CDBG APPLICATION**  
**Planning & Technical Assistance (PTA)**

**PLANNING BUDGET CHART - Forms**

Activity Title: <u>Tax Credit and HOME Applications</u>	City/County Staff Hours					Consultant Hours					Total Cost
	Task Cost					Task Cost					
List of Tasks	Number of Hrs	Hrly Rate	CDBG Portion	Cash Match	Other Sources	Number of Hrs	Hrly Rate	CDBG Portion	Cash Match	Other Sources	Total Cost
* 1. Pre-application	20	\$ 85	\$	\$ 1700	\$		\$	\$	\$	\$	\$ 1700
* 2. Site Studies	20	\$ 85	\$ 900	\$ 800	\$	30	\$ 100	\$ 3000	\$	\$	\$ 4700
3. Feasibility Study	10	\$ 85	\$ 850	\$	\$	40	\$ 100	\$ 4000	\$	\$	\$ 4850
4. Market Study	10	\$ 85	\$ 850	\$	\$	50	\$ 150	\$ 7500	\$	\$	\$ 8350
5. Site Amenities	10	\$ 85	\$ 850	\$	\$	8	\$ 100	\$ 800	\$	\$	\$ 1650
6. Design Plans	10	\$ 85	\$ 850	\$	\$	50	\$ 150	\$ 7500	\$	\$	\$ 8350
7. Tax Credit App	40	\$ 85	\$ 3400	\$	\$	10	\$ 100	\$ 1000	\$	\$	\$ 4400
8. Pre-application	20	\$ 85	\$ 1700	\$	\$		\$	\$	\$	\$	\$ 1700
9. Site Study Update	10	\$ 85	\$ 850	\$	\$	20	\$ 100	\$ 2000	\$	\$	\$ 2850
10. Market Study	10	\$ 85	\$ 850	\$	\$	20	\$ 100	\$ 2000	\$	\$	\$ 2850
11. Feasibility Study	10	\$ 85	\$ 850	\$	\$	20	\$ 100	\$ 2000	\$	\$	\$ 2850
12. Design Plans	10	\$ 85	\$ 850	\$	\$	20	\$ 150	\$ 3000	\$	\$	\$ 3850
13. Prepare HOME app	40	\$ 85	\$ 3400	\$	\$	10	\$ 100	\$ 1000	\$	\$	\$ 4400
14.		\$	\$	\$	\$		\$	\$	\$	\$	\$
<b>Totals:</b>	220	\$	\$ 16500	\$ 2500	\$	280	\$	\$ 34000	\$	\$	\$ 52500

\*Show cash match and tasks first to indicate match will be spent first.

**2012 CDBG APPLICATION**  
**Planning & Technical Assistance (PTA)**

**PLANNING ACTIVITY - Forms**

**Note:** *Complete & attach one set of these Planning Activity Description Forms for each proposed Planning Activity.*

1. **Allocation:** ED  CD

2. **Activity Title:** Master Sewer Plan

3. **Amount Requested for Activity:** \$ \$50,000

4. **National Objective:**

A. Check **one** box indicating which National Objective this activity addresses. Explain and document how the activity will meet that objective.

Benefit to Low- and Moderate- Income (Low-Mod) Individuals or Households

**Or**, for the National Objective of Elimination of Slums and Blight, check the box below and immediately below it, describe and document how the activity will meet the National Objective of Elimination of Slums and Blight. Attach documentation of area or spot basis, and attach to this set of activity forms.

Elimination of Slums and Blight:

Describe how the activity will meet the National Objective: \_\_\_\_\_

Supporting Documentation for Elimination of Slums and Blight provided on pages: \_\_\_\_\_

B. Check the appropriate boxes below that describe how the proposed study will meet National Objective of Benefit to Low-Mod Individuals or Households:

Limited Clientele - list the specific group(s) to be served: \_\_\_\_\_

Income restricted – describe how final activity resulting from the study will be income restricted: \_\_\_\_\_

Income survey or HUD Low Income Census data - attach full copy of proper documentation, including Census Tract and Block Group maps, at the end of this activity description section.

Jurisdiction-Wide

Targeted Area

Supporting Documentation provided on pages: \_\_\_\_\_

**2012 CDBG APPLICATION**  
***Planning & Technical Assistance (PTA)***

**PLANNING ACTIVITY - Instructions**

5. **Public Benefit (*For ED PTA activities only*)** - Describe how the planning activity will lead to creation or retention of jobs by completing this study:

\_\_\_\_\_

6. **Activity Description** - Provide a complete narrative explaining the need for the study. Describe the scope of work and full process for completing the study with each of the key steps. Check the instructions to make sure you have provided all the required information. See attached description

7. **Final Product Description** - Describe in detail each final product that will be produced from this planning activity: See attached description

**Note:** *All final products, including applications, must contain an acknowledgment of State CDBG funding on the front cover.*

8. **Cost Reasonableness Documentation** – Attach documentation showing cost reasonableness of planning study being applied for. Indicate how scope of work, service area, and final product will require the amount of funding requested.

Supporting Documentation provided on pages: See attached documentation

**Additional Information for Economic Development (ED) Studies**

9. **Assistance to For-Profit Businesses** - Is the study being conducted on a private for-profit business, developer or property owner?

**No**, skip to number 10.

**Yes**, state the full name of the private business/property owner and provide letters per instructions cited in #9 of the instructions for this application.

Name: \_\_\_\_\_

Attached Letters from Business on Pages: \_\_\_\_\_

10. **Preparation of an Economic Development Plan** - Is the applicant preparing an economic development plan?

**Yes**                       **No**

Applicants requesting funds for the development or update of a local Economic Development Plan (EDP) are encouraged to consult with their ED program representative prior to submitting an application.

## 2012 CDBG APPLICATION Planning & Technical Assistance (PTA)

### PLANNING BUDGET CHART - Forms

Activity Title: <u>Master Sewer Plan (Focused)</u>	City/County Staff Hours					Consultant Hours					Total Cost
	Task Cost					Task Cost					
List of Tasks	Number of Hrs	Hrly Rate	CDBG Portion	Cash Match	Other Sources	Number of Hrs	Hrly Rate	CDBG Portion	Cash Match	Other Sources	Total Cost
* 1. Procure Consultant	40	\$ 100	\$ 1500	\$ 2500	\$		\$	\$	\$	\$	\$ 4000
* 2. Compile Data	15	\$ 100	\$ 1500	\$	\$		\$	\$	\$	\$	\$ 1500
3. Identify Alternatives	70	\$ 100	\$ 7000	\$	\$	100	\$ 150	\$ 15000	\$	\$	\$ 22000
4. Evaluate Alternatives		\$	\$	\$	\$	100	\$ 150	\$ 15000	\$	\$	\$ 15000
5. Produce Report		\$	\$	\$	\$	67	\$ 150	\$ 10000	\$	\$	\$ 10000
6.		\$	\$	\$	\$		\$	\$	\$	\$	\$
7.		\$	\$	\$	\$		\$	\$	\$	\$	\$
8.		\$	\$	\$	\$		\$	\$	\$	\$	\$
9.		\$	\$	\$	\$		\$	\$	\$	\$	\$
10.		\$	\$	\$	\$		\$	\$	\$	\$	\$
11.		\$	\$	\$	\$		\$	\$	\$	\$	\$
12.		\$	\$	\$	\$		\$	\$	\$	\$	\$
13.		\$	\$	\$	\$		\$	\$	\$	\$	\$
14.		\$	\$	\$	\$		\$	\$	\$	\$	\$
<b>Totals:</b>	125	\$	\$ 10000	\$ 2500	\$	267	\$	\$ 40000	\$	\$	\$ 52500

\*Show cash match and tasks first to indicate match will be spent first.

**Search Results Excluded By  
Firm, Entity, or Vessel : City of Bishop  
Firm, Entity, or Vessel : Bishop CA  
as of 12-Mar-2012 2:52 PM EDT**

**Your search returned no results.**

**Search Results Excluded By****Firm, Entity, or Vessel : Inyo-Mono Advocates for Community Action Incorporated****Firm, Entity, or Vessel : IMACA****Firm, Entity, or Vessel : Inyo Mono Advocates for Community Action Inc. (IMACA)****as of 12-Mar-2012 2:57 PM EDT****Your search returned no results.**

## **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 13, 2012, at 7:00 p.m., in the City Council Chambers, 301 West Line Street, Bishop, to discuss a possible funding application under the 2012 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 plan to attend the public hearing and need a special accommodation because of a sensory or mobility 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: February 2, 2012



# 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, FEBRUARY 13, 2012**

**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

- (1) Updates on department activities will be given by the Department Heads
- A. Fire Chief Ray Seguine
  - B. Police Chief Chris Carter
  - C. Public Works Director/City Engineer Dave Grah
  - D. City Administrator/Community Services Director Keith Caldwell

**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.

(2)

#### FOR APPROVAL/FILING

Minutes

Reports

- (a) Council Study Session – 1/23/12
- (b) Council Regular Meeting – 1/23/12
- (c) Council Retreat – 1/25/12
- (d) Fund Transactions – 7/1/11 – 1/31/12
- (e) Warrant Register – 1/12
- (f) Investment Portfolio – 12/11
- (g) Personnel Status Change Report
- (h) Request to surplus unclaimed found property – BPD#009-12
- (i) Request to amend Street Vendor Permit – Mad Dogs of Bishop
- (j) Approval of letter of support of IMACA CAPP funds application

**FOR INFORMATION/FILING**

Minutes

(k) Planning Commission – 11/29/11

Reports

(l) Fire Department Activity Log – 1/12

(m) Public Works Building Permit Report – 1/12

(n) Sewer Fund Monthly Balances FY 2011-2012

(o) Water Fund Monthly Balances FY 2011-2012

**UNFINISHED BUSINESS**

- (3) ORDINANCE NO. 537 ADOPTION – Consideration to approve the second reading and adopt Ordinance No. 537 moving the date of the City of Bishop General Municipal Election from March of odd-numbered years to November in even-numbered years in order to consolidate with Inyo County General Elections – Administration.
- A. RESOLUTION NO. 12-04 - Consideration to adopt a resolution requesting the Inyo County Board of Supervisors to approve City of Bishop Ordinance No. 537 respecting moving the date of the City’s General Municipal Election – Administration.
- B. RESOLUTION NO. 12-05 - Consideration to adopt a resolution requesting the Inyo County Board of Supervisors to consolidate a General Municipal Election with the Statewide General Election to be held on November 6, 2012 – Administration.

**PUBLIC HEARINGS**

- (4) FEES AND CHARGES FY 2012-2013 – A public hearing will be held to hear and consider citizen input on proposed amendments to fees and charges for city services for Fiscal Year 2012-2013 established by resolution. No action is scheduled.
- (5) STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION – A public hearing will be held to discuss a possible funding application under the 2012 State Community Development Block Grant (CDBG) Program and to solicit citizen input on possible activities to be included in the application.

**NEW BUSINESS**

- (6) MOBILITY ELEMENT ENVIRONMENTAL – Review of the Initial Study and consideration to adopt the Negative Declaration for the proposed City of Bishop 2012 Mobility Element of the General Plan – Planning Department.

**PUBLIC HEARING / NEW BUSINESS**

- (7) MOBILITY ELEMENT – A public hearing will be held to hear and consider public input on the Draft Mobility Element of the General Plan relating to transportation and circulation.
- (8) RESOLUTION NO. 12-06 MOBILITY ELEMENT – Consideration to adopt the Mobility Element of the General Plan – Planning/Public Works Departments.

**NEW BUSINESS**

- (9) **BID AWARD** – Consideration to award the bid for a lawnmower for the City Park – Community Services Department.
- (10) **BID AWARD** – Consideration to award the bid for the ADA Pool Lift – Community Services Department.
- (11) **BUDGET ADJUSTMENTS FY 2011-2012** – Consideration to adopt the budget adjustment/transfers for Fiscal Year 2011-2012 through January 31, 2012 as presented – Administration/Finance.
- (12) **RESOLUTION NO. 12-07** – Consideration to adopt a resolution establishing a Fund Balance Policy for Financial Statement Reporting pursuant to Government Accounting Standards Board 54 – Administration/Finance.
- (13) **PROPOSAL TO ADD NEW POSITION** – Consideration of the request from the Police Chief to add a new position entitled Police Services Technician; waive the hiring freeze to fill the position from within the department; and request to waive the hiring freeze to hire one full-time and one part-time Communications Operators positions– Police Department.
- (14) **RESOLUTION NO. 12-08** – Consideration to approve a resolution authorizing the application for Clean Air Projects Program funds through the Great Basin Air Pollution Control District toward the Seibu to School Path Project.
- (15) **PETROLEUM BARREL DISPOSAL** – Consideration to approve the removal and disposal of nineteen 55-gallon barrels containing petroleum products as proposed by H2O Environmental of Reno, Nevada.

**COUNCIL AND COMMITTEE REPORTS**

**CLOSED SESSION**

- (16) CONFERENCE WITH LABOR NEGOTIATOR Keith Caldwell, Interim City Administrator, pursuant to Government Code § 54957.6(a) – Bishop Employees Association, Bishop Police Officers Association, Mid-Management, Management.

**ADJOURNMENT**

Monday, February 27, 2012 - 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers  
Monday, March 12, 2012 - 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers  
Monday, March 26, 2012 - 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers  
Monday, April 9, 2012 - 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers

## 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 26, 2012, 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 2012 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 Developing an Affordable Housing Project with Home Partnership Funds and Tax Credits and a Master Sewer Plan: \$100,000

The 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 plan to attend the public hearing and need a special accommodation because of a sensory or mobility 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.

## **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.

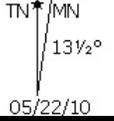
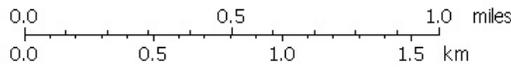
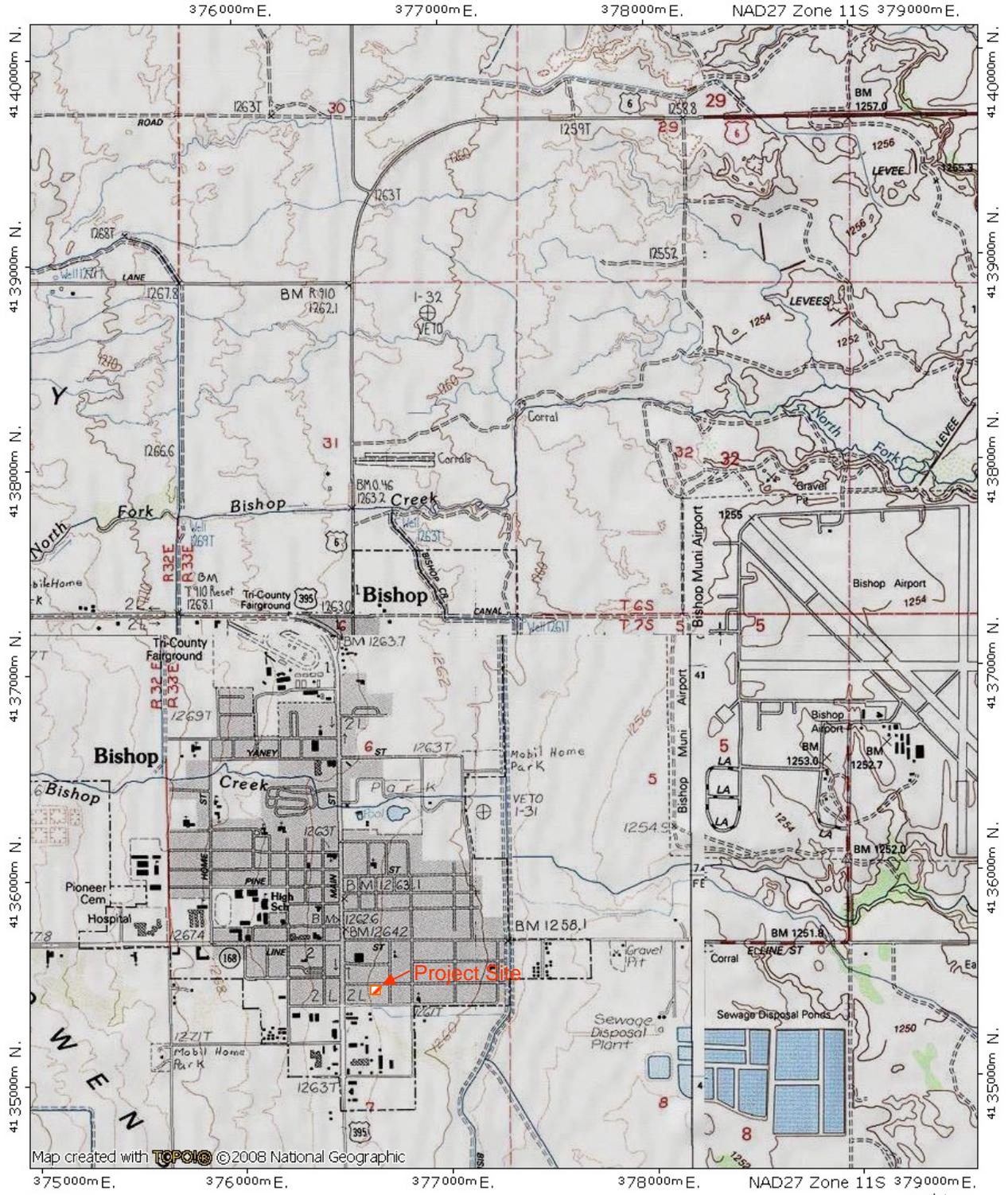
Walkways will be constructed from the parking area to the front and rear of the apartment building. An interior elevator and stairwell are provided at the front of the building and a second, inside stairway will be at the back, off the alley. Each of the efficiency units will include a combined bedroom 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 2013 and complete the construction in the Spring of 2014.

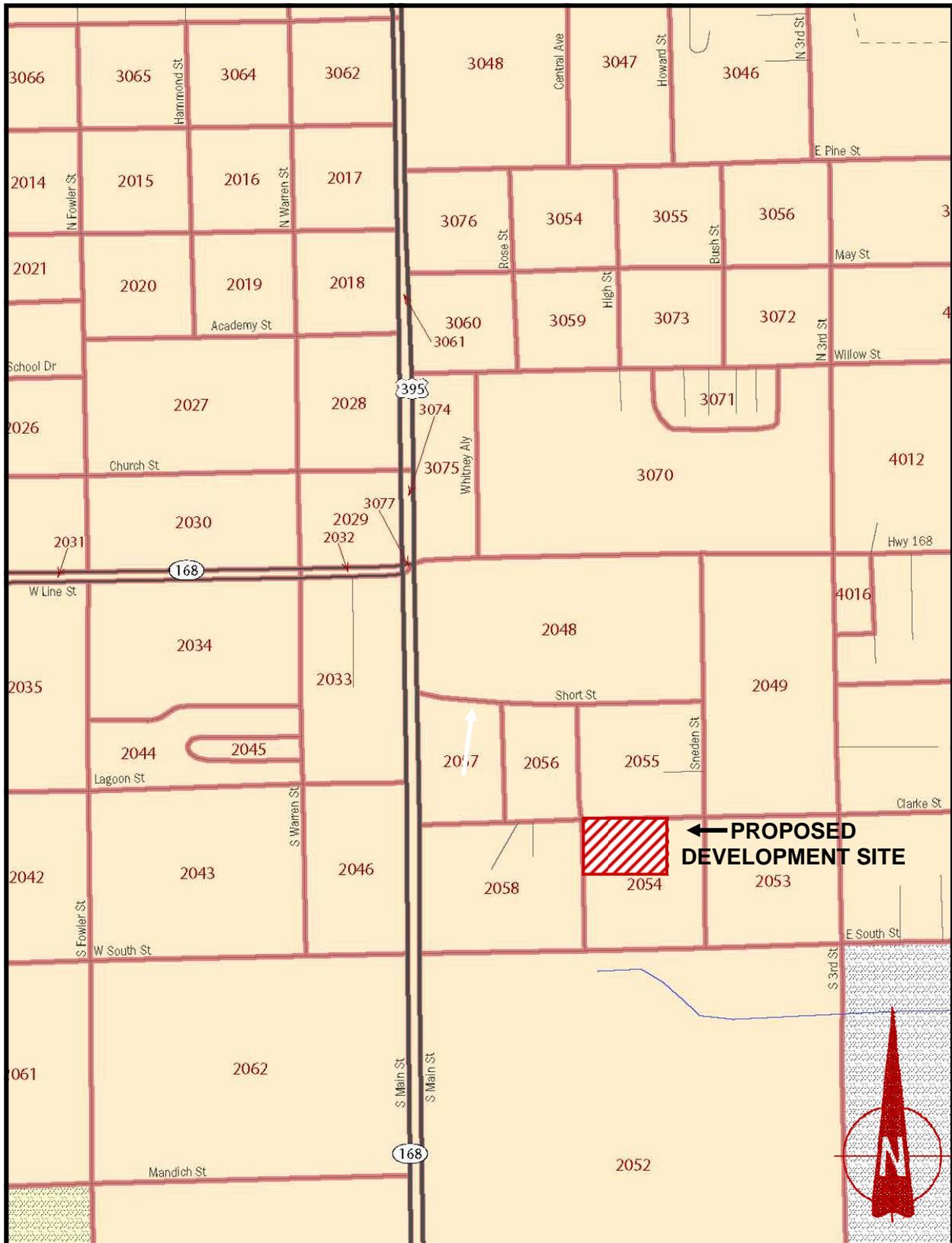




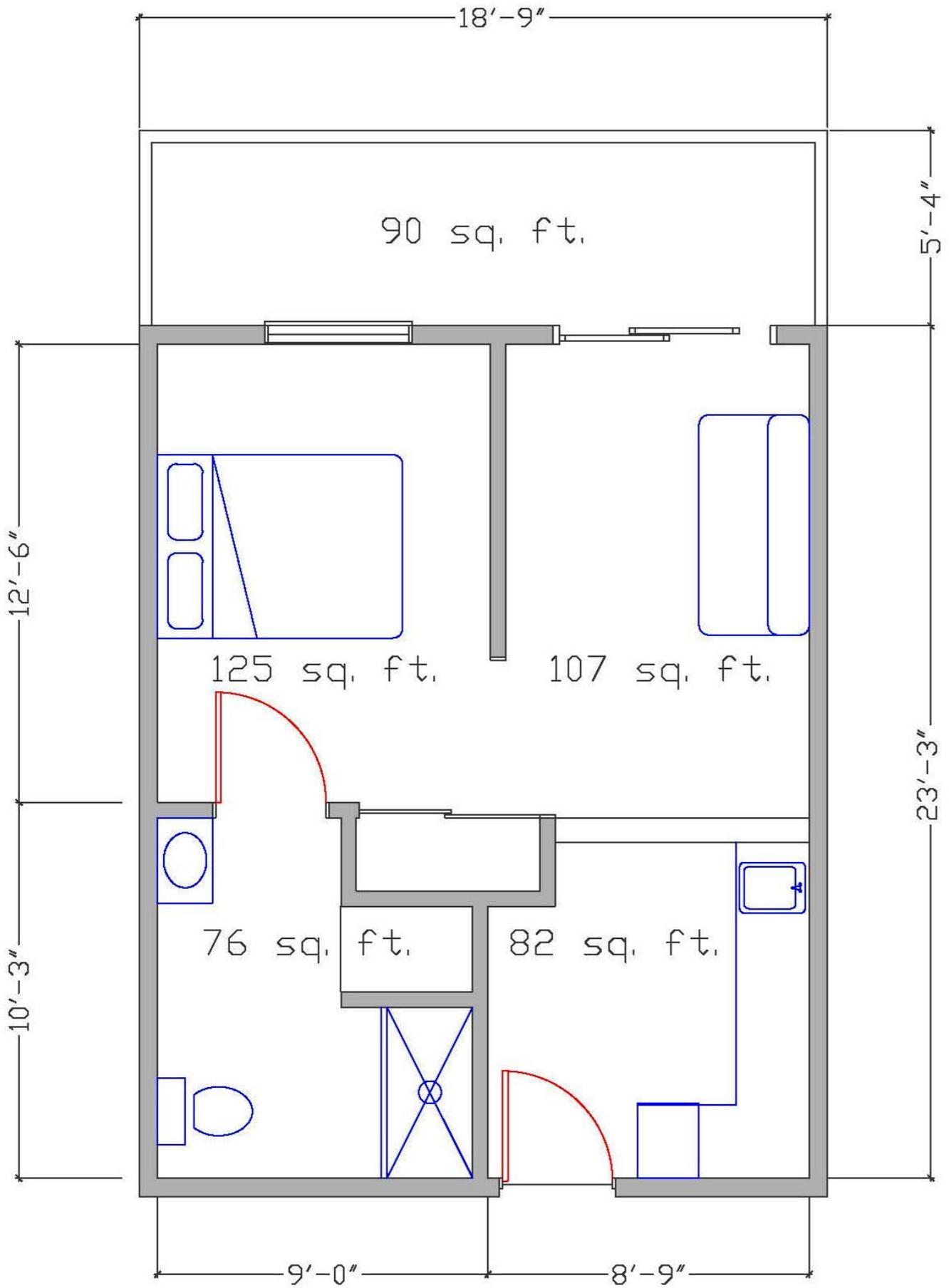
**VALLEY APARTMENTS RECONSTRUCTION PROJECT**  
**VICINITY MAP**  
**156 E. CLARKE STREET, CITY OF BISHOP, COUNTY OF INYO,**  
**CALIFORNIA 93514**



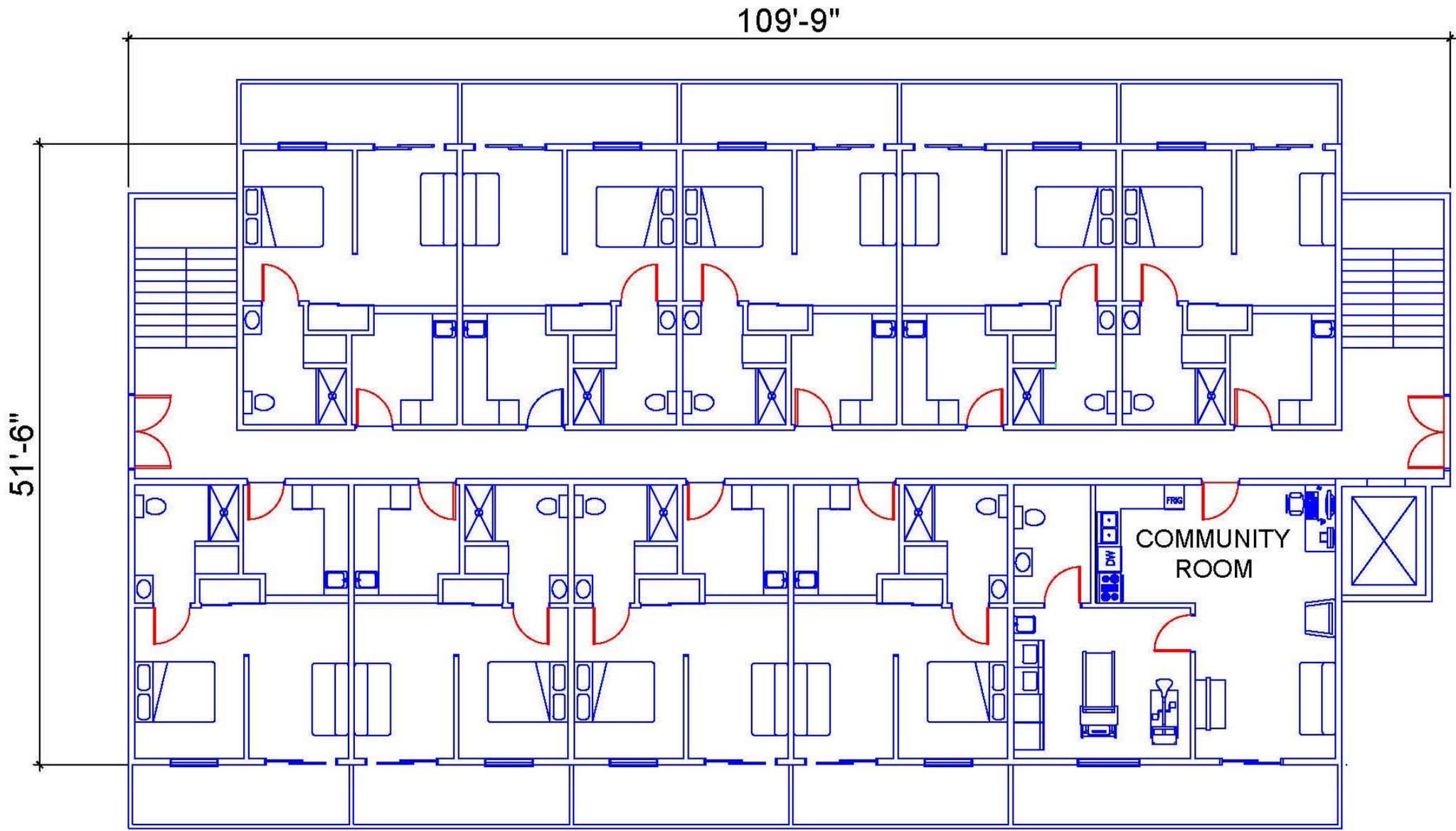
**CITY OF BISHOP  
VALLEY RECONSTRUCTION DEVELOPMENT PROPOSAL  
156 E. CLARKE STREET, BISHOP, CA 93514  
AERIAL LOCATION MAP**



**CITY OF BISHOP  
PROJECT LOCATION &  
CENSUS BLOCK MAP**

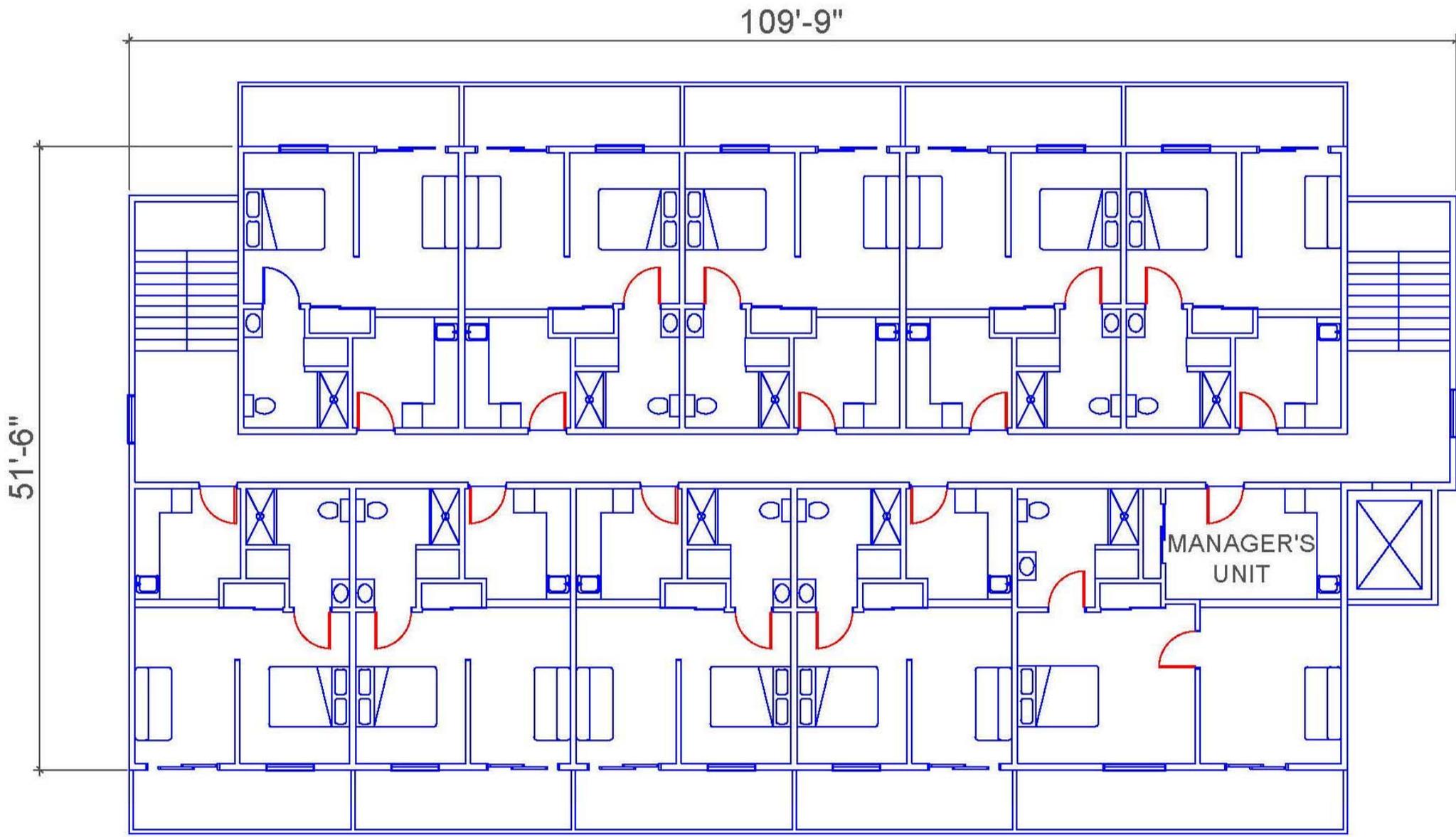


EFFICIENCY UNIT  
404 SQ. FT.



# VALLEY RECONSTRUCTION PROPOSAL FIRST FLOOR PLAN

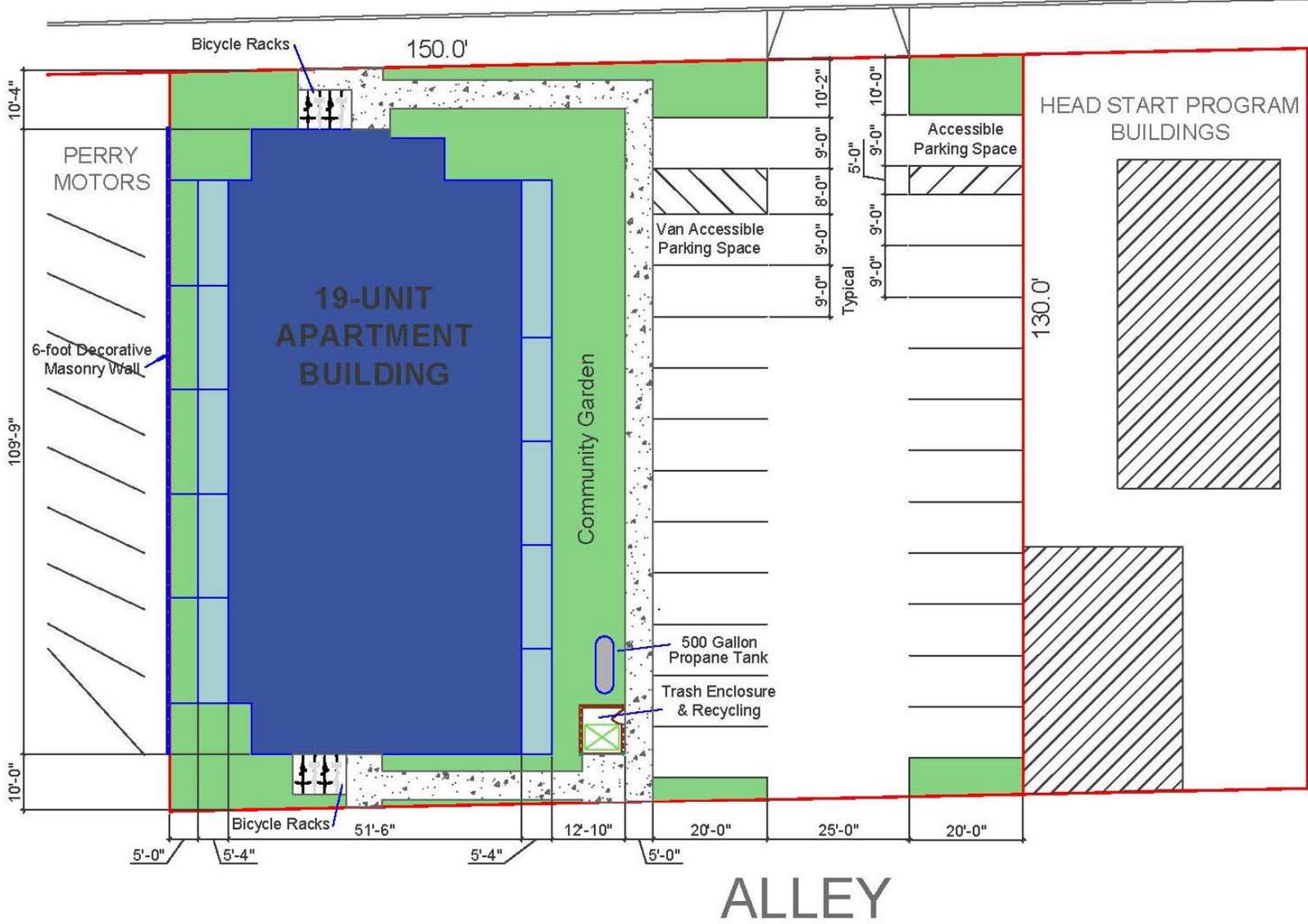
Scale:  $\frac{1}{4}$ " = 1'-0"



# VALLEY RECONSTRUCTION PROPOSAL SECOND FLOOR PLAN

Scale:  $\frac{1}{4}'' = 1'-0''$

# CLARKE STREET



**VALLEY APT. RECONSTRUCTION DEVELOPMENT SUMMARY**

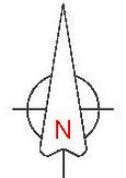
LOCATION: 156 Clarke St.

APARTMENT UNITS:  
 Two-Story Building  
 18 Efficiency Units-404 sq. ft.  
 1 1-Bedroom Unit- 609 sq. ft.  
 19 Units Total

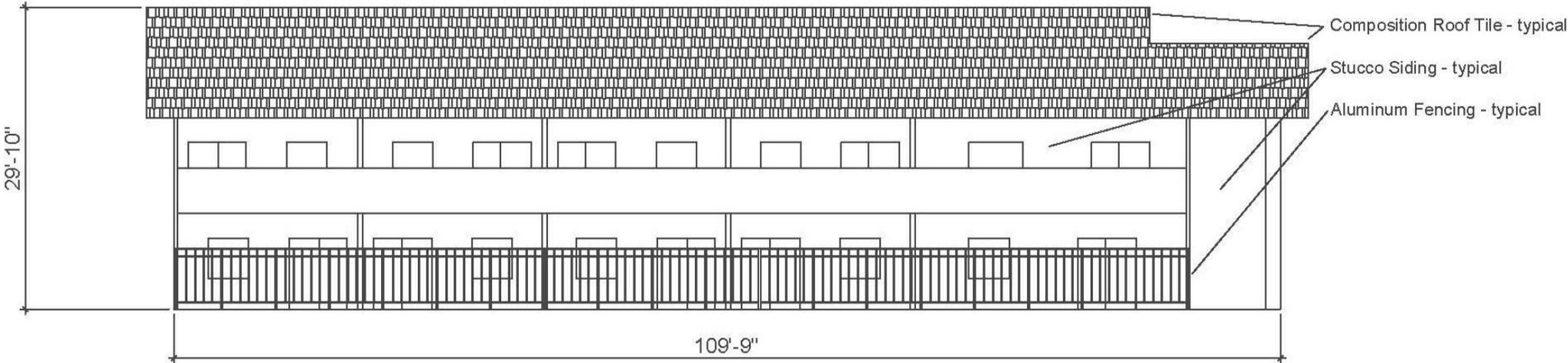
Community Room - 609 sq. ft.

OFF-STREET PARKING:  
 22 Standard  
 1 Accessible  
 1 Van Accessible  
 24 Spaces Total

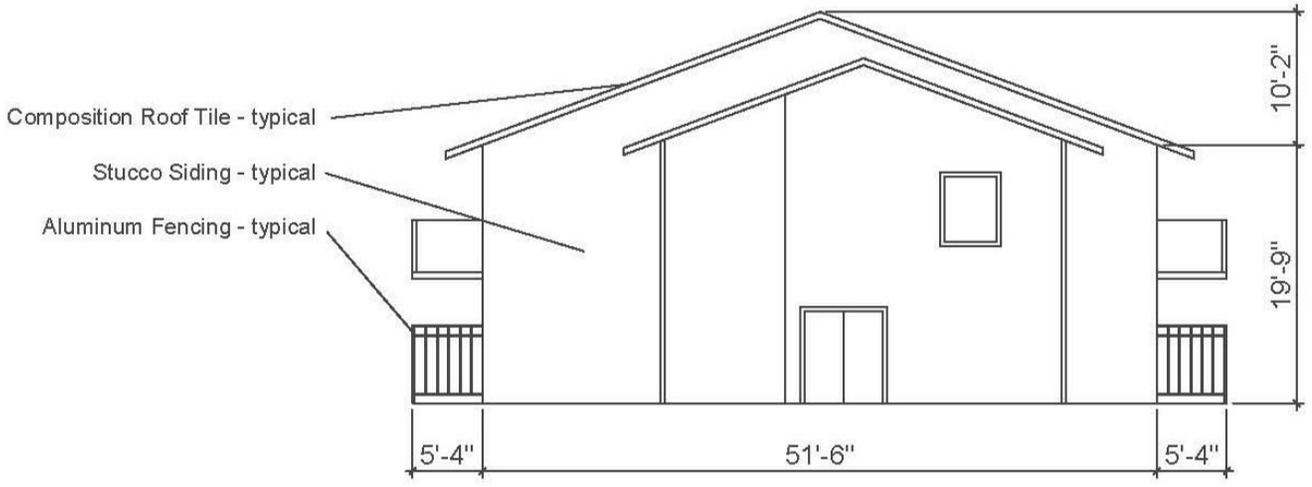
SITE AND BUILDING AREA:  
 Site Area: 19,500 sq. ft.  
 Bldg. Area: 10,885 sq. ft.  
 Landscaping in Parking Area: 620 sq. ft. or 7.3%  
 Lot Coverage: 33.2%  
 Floor Area Ratio (FAR): .56  
 Density: 42.4 du/ac



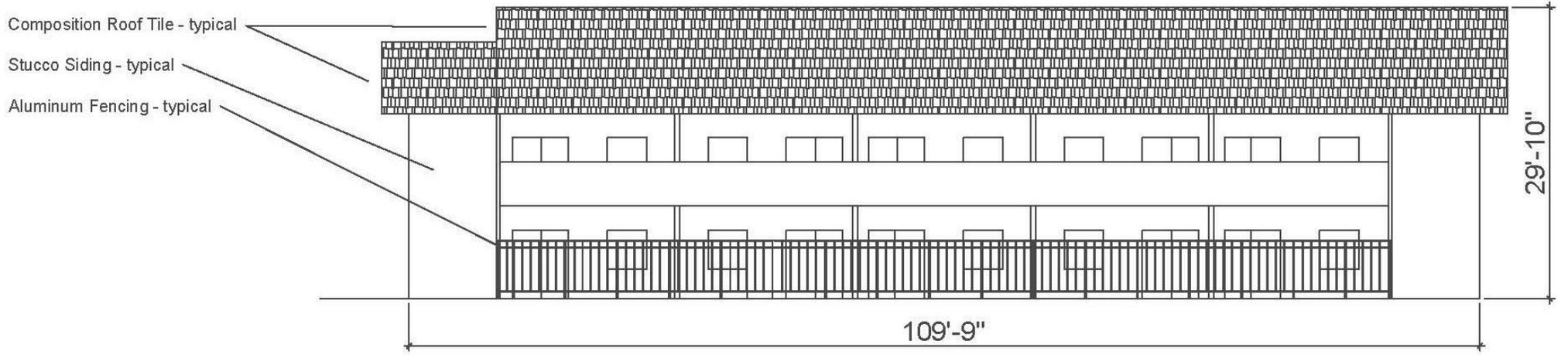
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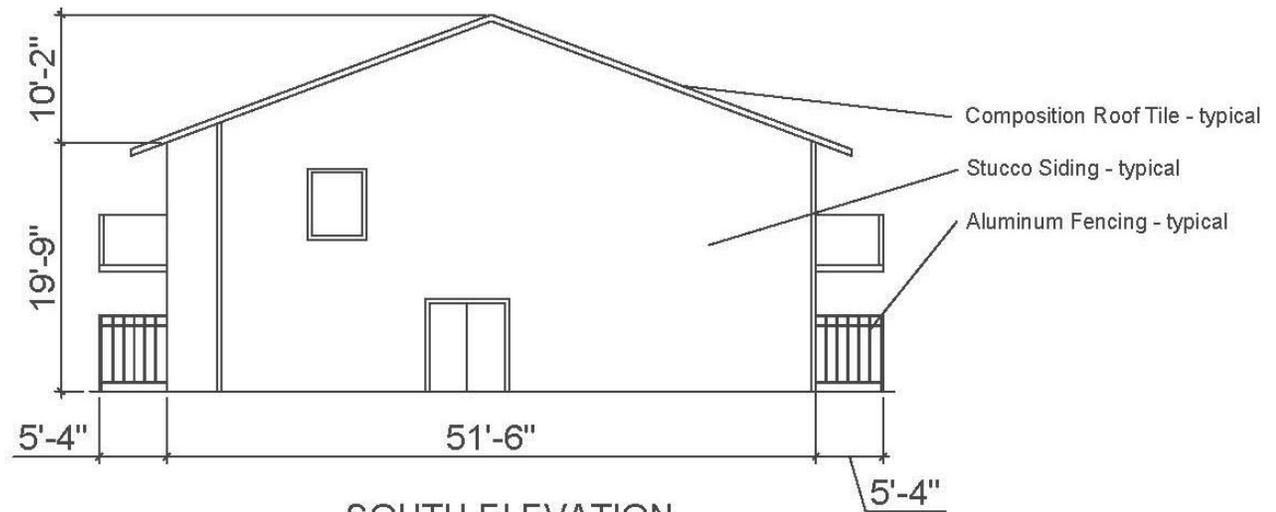
EAST ELEVATION



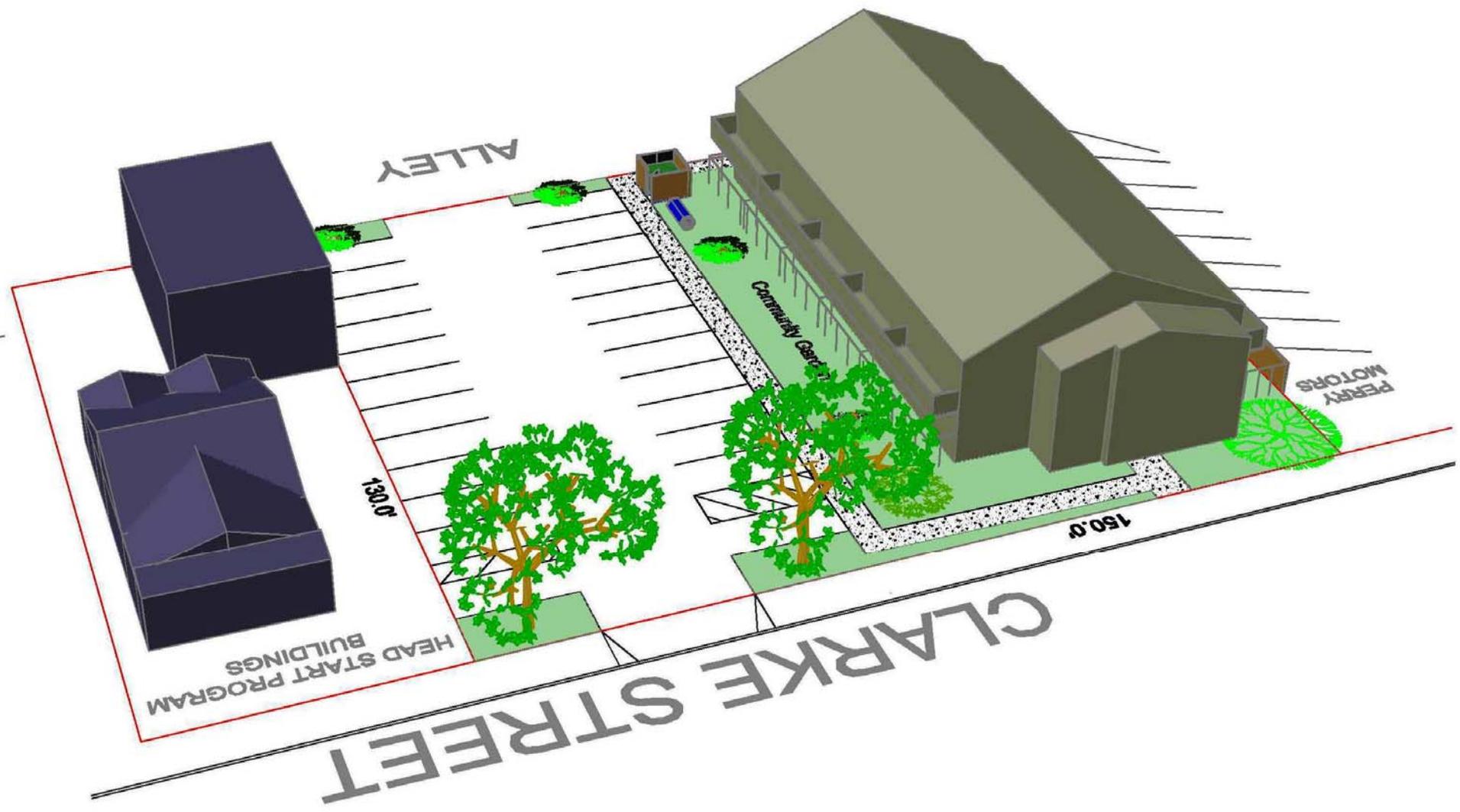
NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



## **DEVELOPMENT OF AN AFFORDABLE HOUSING PROJECT WITH HOME PARTNERSHIP FUNDS AND TAX CREDITS**

### **Activity Description:**

Summary of Project Proposal and Proposed Study. This study funding proposal includes the preparation of HOME Partnership and Federal Tax Credit applications to assist in the development of a new affordable rental project for seniors and people with disabilities in the City of Bishop, California. The project proposal is a collaborative effort between the City of Bishop, the Inyo Mono Advocates for Community Action, Inc. (IMACA), and two non-profit agencies representing people with disabilities. The study will involve many separate tasks that culminate in the submittal of applications to fund a development that will benefit a large number of low-income residents in the community. The overall applications package will require nine months to complete, including preparation activities, and will cost approximately \$53,000. This following description includes an overview of the project proposal, a development schedule, and a narrative of the proposed study along with a timeline.

Development Proposal. This project proposal includes the phased construction of 72 attached rental dwelling units on approximately 3.3 acres of land at the southwest corner of Mac Iver and Spruce Streets, in the City of Bishop, and County of Inyo. The proposed residences will be occupied by income-restricted seniors and people with disabilities. Residents' disabilities could be severe and include people with developmental disabilities, which may require supportive facilities such as accommodations for caretakers.

Development of the site will include construction of multi-family residences, a manager's unit and a common area for supportive services such as laundry facilities, a community room, a kitchen area, an office, and exercise area. Each of the residential buildings will contain one-bedroom senior/disabled dwelling units of approximately 500 square feet each. Two-bedroom units, with approximately 850 square feet of floor area, for occupants with severe disabilities, including developmental disabilities, will be situated at the end of each building on the ground level. All of the buildings on the site will be either one or two stories in height.

Additional street improvements proposed for the development along Mac Iver Street will include the undergrounding of electrical power lines to the site, installation of landscaping and irrigation in the parkway, and extension of telephone, cable, and other utilities to serve the project. Most of the property is below the level required to gravity feed to the existing sewer line in MacIver Street and therefore an alternative method of delivery is required.

## **DEVELOPMENT OF AN AFFORDABLE HOUSING PROJECT WITH HOME PARTNERSHIP FUNDS AND TAX CREDITS**

The development site is located centrally in the City of Bishop and is close to most amenities required by both seniors and people with disabilities. The City's Community Park and a senior center are situated near the property to the south along Spruce Street. Two grocery stores (including a discount food store) and a department store are less than 1,000 feet from the project site. There are transit stops along Maclver Street and Main Street which are within one block of the site. Other shopping, recreation, and outdoor activities area also located within walking distance. The drive from the development property to the Northern Inyo Hospital, the closest full service medical facility, is approximately 1.5 miles.

Development Schedule. One of the first steps in developing this site is the purchase of the property from the Los Angeles Department of Water and Power (LADWP) by the City of Bishop. A Purchase Agreement is required to demonstrate adequate site control to meet the threshold requirements for submission of HOME Partnership and tax credit applications. Based on information from LADWP, it is estimated that completion of the process to obtain a Purchase Agreement will take from six months to one year. LADWP has declared the property surplus and is conducting a survey to establish property lines.

With a Purchase Agreement and site control, the partnership can work on the second step of the development to obtain adequate funding. A preliminary estimate for property purchase and construction is approximately \$10 million which is anticipated from several sources. Home Partnership funds and tax credits are two of the anticipated sources of funding for the development. The development partnership will submit an application for tax credits in April of 2012 and a HOME Partnership application in September of the same year.

The third step is to conduct the environmental review and entitlement process for the development through the City of Bishop. This should be completed by the spring of 2013. The final stage in the development process will be construction of the apartments. At this time, IMACA and the City of Bishop estimate that the first phase of construction for the Silver Peaks Project will begin in the summer of 2013 and be completed within 12 months. It is anticipated that 36-40 apartment units will be constructed in the first phase of construction. One or more subsequent phases of construction are estimated to begin in 2014 or 2015.

## **DEVELOPMENT OF AN AFFORDABLE HOUSING PROJECT WITH HOME PARTNERSHIP FUNDS AND TAX CREDITS**

Proposed Study Description. Two of the sources of funding for this project are anticipated to be the HOME Partnership Program and Tax Credits (9%). It will be necessary to complete and submit competitive applications for this funding. We are requesting to fund preparation of these applications with the Planning and Technical Assistance (PTA) allocation for the City of Bishop. Since this is a collaborative project between the City of Bishop and three non-profit organizations and City staff resources are limited, preparation of the application will be delegated to available staff working for IMACA. A draft sub-recipient agreement is included with this application to reflect that relationship. IMACA is a qualified, non-profit agency that assists low-income residents and is approved by HCD as a Community Housing Development Organization (CHDO).

Preparation of a HOME Partnership and tax credit applications will be relatively time consuming with many tasks to meet the minimum threshold requirements and result in a proposal that is competitive with other jurisdictions and non-profit organizations in the State. However, many of the studies required are the same for both applications and will result in substantial cost savings if prepared in the same year. The main tasks anticipated for the preparation of funding applications are: 1) Preliminary work prior to release of the NOFA's and attendance at application workshops; 2) updating a Phase I ESA for the site; 3) preparing a property appraisal for the site; 4) completing preliminary development plans for the project; 5) preparing a market study for the development; 6) completing a financial analysis for the proposal; 7) completing the city entitlement process for the development; 8) preparing the applications and worksheet forms; 9) conducting public hearings and obtain Non-profit Board Approvals; and 10) submitting applications. A Scope of Work is attached that provides additional detail for each of these tasks.

Estimated Timeline for Study. It is anticipated that preparation of the HOME Partnership and tax credit funding applications will take approximately nine months to complete. This timeframe includes preparation work and the time necessary to complete the required studies included in the application. Based on the notice timing for this year's Tax Credit program, it is expected that the NOFA for this funding will be issued in February with the first round application due in May and the second round application due in July of next year. Last year's HOME Partnership NOFA was issued on June 1 and the application was due in early September. Our intent is to utilize this as a base schedule and modify it if necessary. If successful in 2012, funding would be available sometime in 2013 which would coincide with the proposed development schedule.

# **APPLICATION PREPARATION FOR DEVELOPING AN AFFORDABLE HOUSING PROJECT WITH HOME PARTNERSHIP FUNDS AND TAX CREDITS**

## **Final Product Description:**

The final products for the proposed study include completed and competitive applications for the HOME Partnership Program and Tax Credits. The complete applications will include the following components:

- 1) CALIFORNIA LOW INCOME HOUSING TAX CREDIT ALLOCATION APPLICATION (9%)
  - a. Demonstrate Site Control
  - b. Financial Feasibility
    - i. Financial Plan
    - ii. 15-year Pro-forma
    - iii. Utility Allowance Estimate
  - c. Describe Applicant Development Team
    - i. Sponsorship Characteristics
    - ii. Copies of contracts
  - d. Site and project information
  - e. Market Analysis
  - f. Local Approvals
    - i. Verification of Zoning
    - ii. Environmental Review –compliance with CEQA and NEPA
  - g. Financing Commitments
  - h. Evidence of Subsidies
  - i. Leveraging
    - i. Cost efficiency
    - ii. Credit reduction
    - iii. Public Funds
  - j. General Partner experience
  - k. Management Company Experience
  - l. Site Amenities
    - i. Map w/distance requirements
    - ii. Point of reference for bus stop photo
    - iii. Clear Color photos
  - m. Service Amenities
  - n. Sustainable Building materials
  - o. Lowest Income
  - p. Readiness to Proceed

**APPLICATION PREPARATION FOR DEVELOPING AN AFFORDABLE  
HOUSING PROJECT WITH HOME PARTNERSHIP FUNDS  
AND TAX CREDITS**

- 2) HOME PARTNERSHIP APPLICATION
  - a. Demonstrate Capability
  - b. Market Study
    - i. Meet CTCAC Market Study Guidelines and HCD Requirements
    - ii. Define and Map Primary Market Area
    - iii. Large PMA Justification
    - iv. Comparables
    - v. Demand Calculations
    - vi. Capture Rate
  - c. Property Appraisal
  - d. Phase I/Phase II Environmental Assessment
  - e. Floodplain Analysis
  - f. Preliminary Cost Estimate
  - g. Geotechnical Report
  - h. NEPA requirements
  - i. Local Approvals
  - j. Design Process
  - k. Permanent Financing Commitments
  - l. Financial Feasibility
    - i. Rents and Units mix
    - ii. Subsidy Information
    - iii. Development Sources
    - iv. Development Budget
    - v. Permanent Sources and Uses
    - vi. Operating Budget
    - vii. 15-year Cash Flow Analysis

## **PROJECT/SITE DEVELOPMENT HISTORY AND PROJECT DESCRIPTION**

### **PROJECT/SITE DEVELOPMENT HISTORY:**

Inyo Mono Advocates for Community Action, Inc. (IMACA) and the City of Bishop originally proposed the Silver Peaks Multi-family residential development in 2004. IMACA collaborated with the City of Bishop to construct 36 attached residences for seniors on a 3.3-acre site immediately south of the current planned location. The previous project also included the extension of Mac Iver Street and the expansion of the Sunrise Mobile Home Park on this site. The Silver Peaks development, extension of Mac Iver and other related improvements were funded for approximately \$1.5 million through the State Community Development Block Grant (CDBG) Program in 2005.

Due to timing issues, CDBG funding for Silver Peaks was disencumbered and plans for the development were temporarily suspended. Planning for the Mac Iver Street project continued and an environmental assessment was completed by MACTEC Engineering and Consulting, Inc. in 2006. The Mac Iver Street Extension project was completed in 2008 with funding from other sources, but did not include CDBG Program monies.

Improvements with the Mac Iver Street project included the extension of the street approximately 500 feet to the east to connect with Spruce Street. The curb, sidewalk, paving and parkway were constructed. In addition, an 8-inch plastic sewer line and 8-inch poly vinyl chloride water line was installed with the street improvements along with the other infrastructure.

### **PROJECT DESCRIPTION:**

This current project proposal includes the phased construction of 74 attached dwelling units on approximately 3.4 acres of land at the southwest corner of Mac Iver and Spruce Streets, in the City of Bishop, and County of Inyo. The first stage of this project is the purchase of the property from the Los Angeles Department of Water and Power (LADWP). For the last three months, the City and IMACA have been in discussions with LADWP regarding the sale of the land. A letter from LADWP outlining the status of the sale and their support is included in this application. Activity #1, which is requested for funding with this application, is the acquisition of property from LADWP.

Additional street improvements proposed for the Silver Peaks development along Mac Iver Street will include the undergrounding of electrical power lines to the site, installation of landscaping and irrigation in the parkway, and extension of telephone, cable, and other utilities to serve the project. These off-site improvements are included in Activity #2 of the CDBG Program application.

If funding is obtained for this project, the proposed residences will be occupied by income-restricted seniors and people with disabilities. Residents' disabilities could be severe and include people with developmental disabilities, which may require supportive facilities such as accommodations for caretakers.

Persons in need of these services can be served by the City of Bishop's and IMACA's partner agency, Inyo-Mono Association for the Handicapped, a Kern Regional Center vendor. In addition to the leverage provided by the City as outlined in the attached Resolution, IMACA will provide monetary and staff support for the project. IMAH has committed to help fund the project and provide additional assistance. Finally, the Aspire Housing Corporation will support this project by providing expertise in planning and design and equity participation proportionate to its participation in the development. A description of these service agencies is attached.

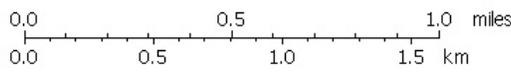
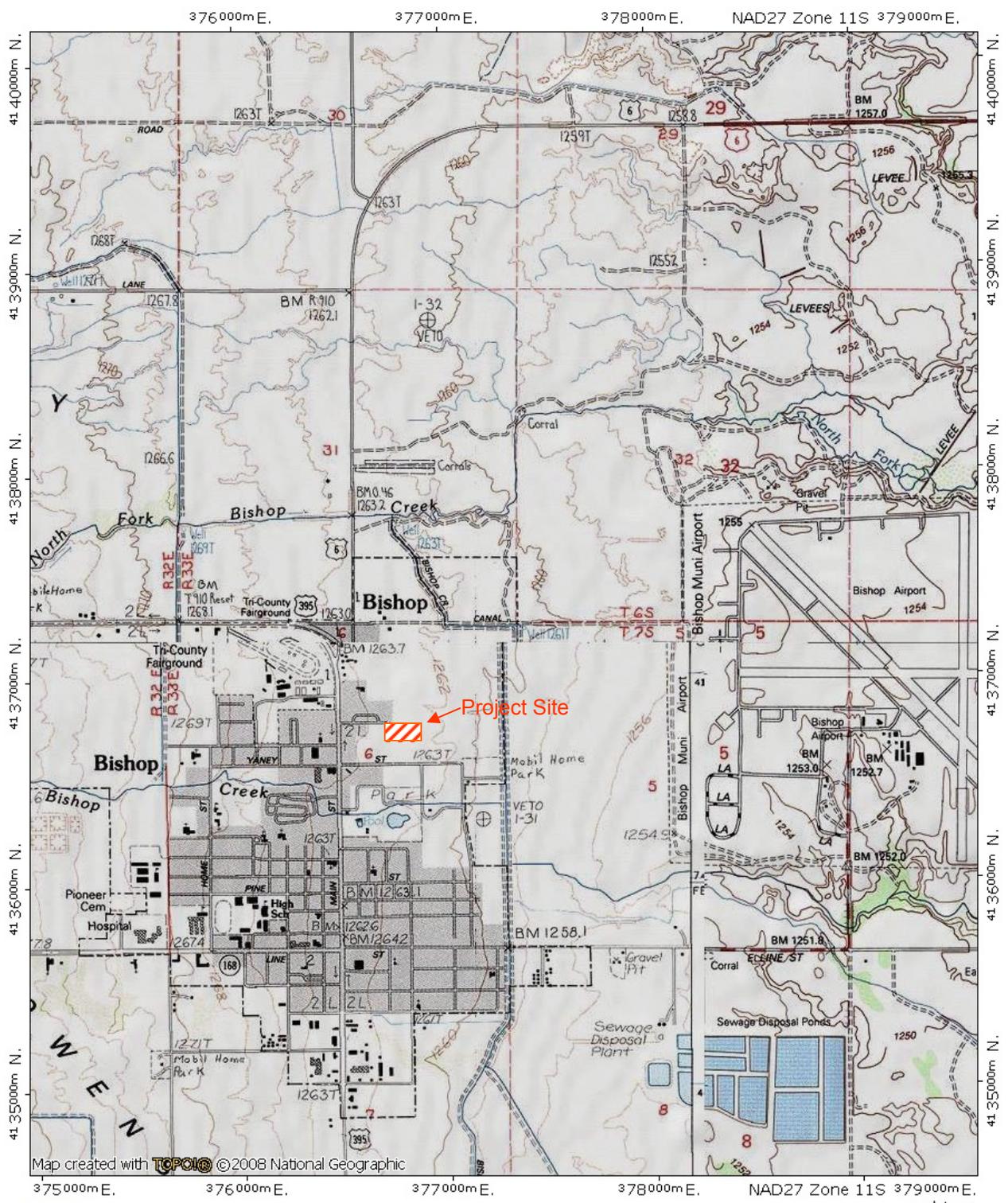
Development of the site will include construction of multi-family residences, a manager's unit and a common area for supportive services such as laundry facilities, a community room, a kitchen area and similar uses. The multiple family buildings will not exceed two stories in height. Approximately 96 off-street parking spaces will be provided for occupants and guests. The proposed site plan indicates that 36 of these parking spaces will be accessible parking stalls with an appropriate loading/unloading area.

The attached dwelling units will be located along a central L-shaped parking lot with vehicular and pedestrian access from both Mac Iver and Spruce Streets. Walkway access is also provided from the parking area to all dwelling units. Each multi-family building on the site will contain one-bedroom senior/disabled dwelling units of approximately 500 square feet each. Two-bedroom units, with approximately 850 square feet of floor area, for occupants with severe disabilities, including developmental disabilities, will be situated at the end of each building on the ground level. There will be 60 one-bedroom units and 14 two-bedroom units.

There are several stands of cottonwood trees on the site. Those trees will be protected during and after construction pending analysis by a qualified arborist. In addition, there is a drainage ditch along the south side of the site. This drainage area will also be preserved intact and no work activity or disturbance will be permitted adjacent to this water conveyance channel.

#### PROJECT SCHEDULE:

At this time, IMACA and the City of Bishop estimate that the first phase of construction for the Silver Peaks Project will begin in the fall of 2011 and be completed within 12 months. It is anticipated that 36-40 apartment units will be constructed in the first phase of construction. One or more subsequent phases of construction are estimated to begin in 2013 or 2014.

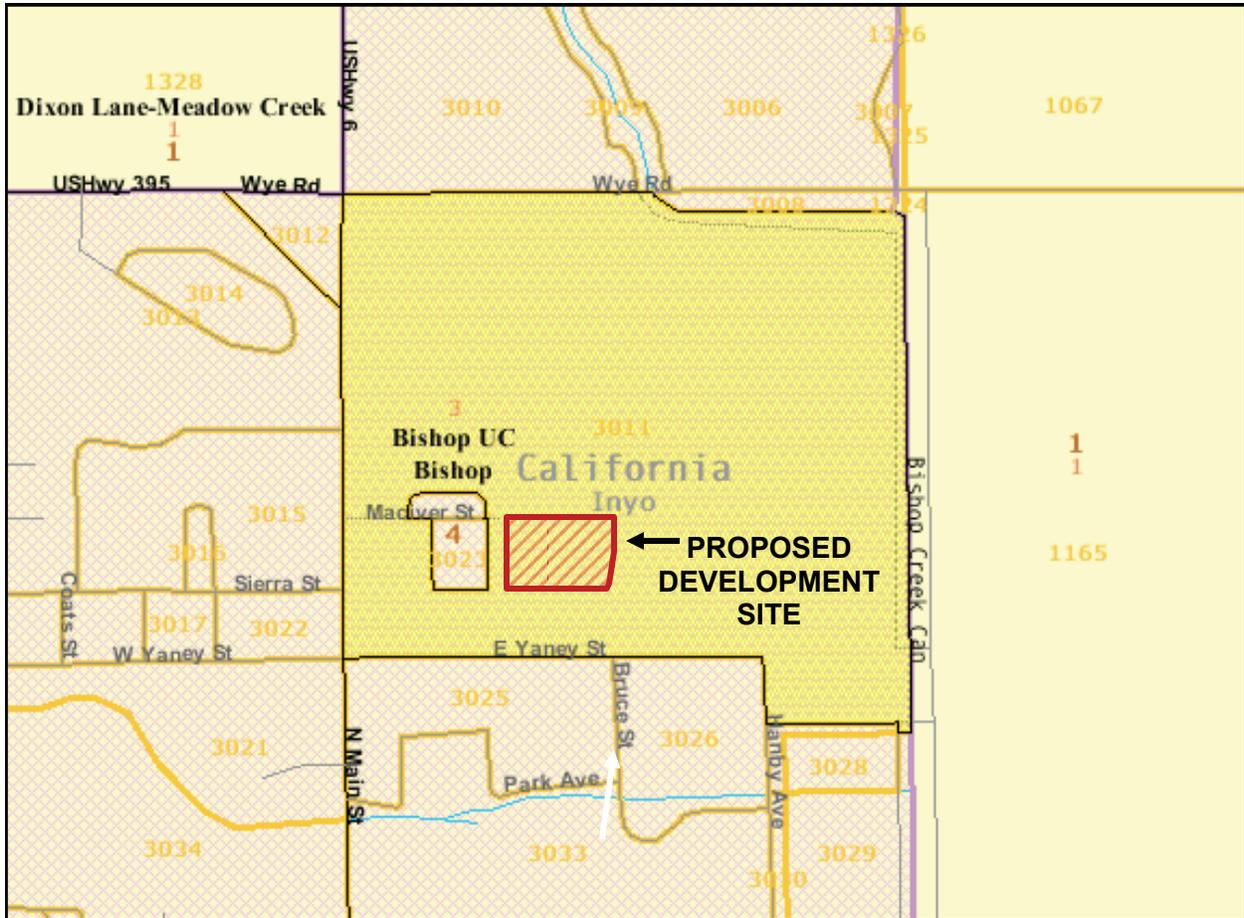


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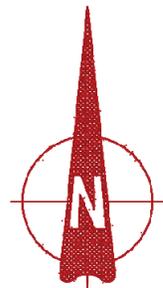
**LOCATION MAP**  
**DEVELOPMENT of an AFFORDABLE HOUSING PROJECT**  
**CITY OF BISHOP, COUNTY OF INYO,**  
**CALIFORNIA**



**CITY OF BISHOP  
DEVELOPMENT of an AFFORDABLE HOUSING PROJECT  
AERIAL LOCATION MAP**



**CITY OF BISHOP  
PROJECT LOCATION & CENSUS BLOCK MAP**



## **SEWER STUDY (FOCUSED)**

### **Activity Description:**

General Scope: The general scope of the activity is to develop a plan to provide sewer service to the mostly undeveloped northeast part of the city.

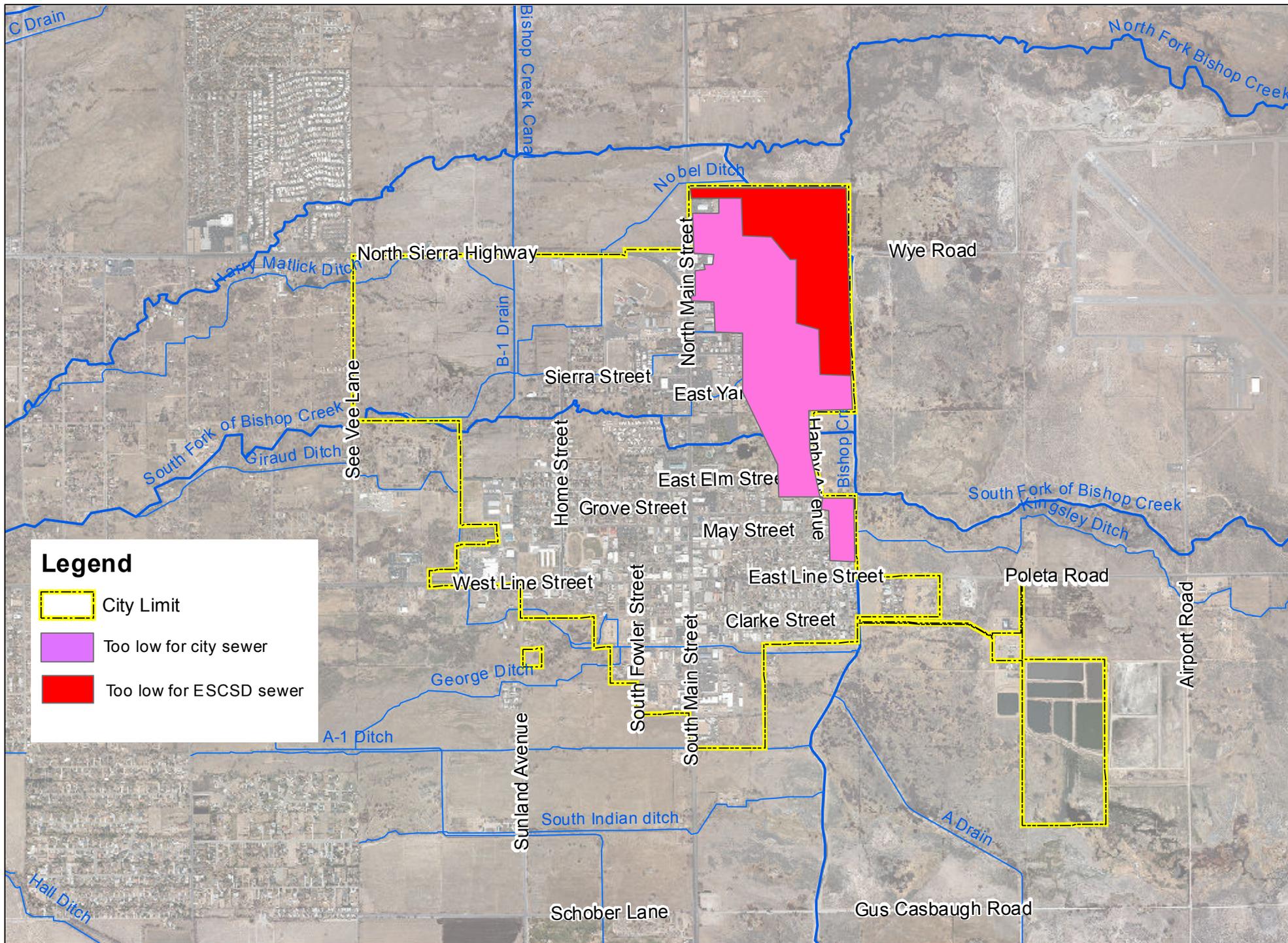
Background: A large portion of the northeast part of the City of Bishop is too low to be served by the city's existing sewer system. This part of the city otherwise offers the best opportunity for development for workforce, assisted living, and low income housing of anywhere in the city. As the city looks forward to eventual development of the entire northeast part of the city including an area designated for emergency shelters, a plan for providing sewer service there is essential.

Scope of Study: The scope of the study is to identify a range of alternatives to provide sewer service in the northeast part of the city that is too low to be served by the city's current sewer system and to identify the preferred alternative for providing this service. At least four alternatives should be considered. The following elements should be included in at least one of the four alternatives. These elements can be considered in combination in the alternatives.

1. Development-by-development pumping of sewage. As development occurs, each of those developments would be responsible for planning, implementing, and maintaining pumping facilities needed to reach a gravity sewer system.
2. Construction of a small number of sewage lift stations owned and operated by the city to serve the entire area too low to be served by the city sewer system.
3. Expansion of current dependence on the adjacent Eastern Sierra Community Services District to provide sewer service to areas too low for city system but not too low for ESCSD system. Additional flow to the ESCSD system would require update of the agreement between ESCSD and the city for this ESCSD service within the city.
4. Construction of a new major branch of the city gravity sewer system to allow collection by gravity of sewage from more of the area too low to be served by the current system.
5. Identification of areas not economically feasible to provide sewer service to for the foreseeable future.

### **Final Product Description:**

The final product of the activity will be a plan in written and electronic formats that presents and evaluates alternatives for providing sewer service to the mostly undeveloped northeast part of the city.



**Legend**

- City Limit
- Too low for city sewer
- Too low for ESCSD sewer



Northeast Bishop Sewer Study Area

**DRAFT**  
**SUBRECIPIENT AGREEMENT**

**AGREEMENT BETWEEN CITY OF BISHOP  
AND  
INYO MONO ADVOCATES FOR COMMUNITY ACTION, INC. (IMACA)  
FOR THE  
2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

THIS AGREEMENT, entered this \_\_\_\_ day of \_\_\_\_\_, 2012 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     Reconstruction of the 19-Unit Senior/Disabled- and Income-Restricted Valley Apartments located at 156 E. Clarke Street, Bishop, California

Activity #2 (A) Preparation of a California Tax Credit Allocation Committee (CTCAC) application for the development of a new affordable rental project for seniors and people with disabilities in the City of Bishop, California.

(B) Preparation of a HOME Partnership funding application for development of a new affordable rental project for seniors and people with disabilities in the City of Bishop, California.

### **General Administration**

The general administrative services to be performed in support of Activities 1 and 2 include environmental studies required as mitigation in conjunction with the approved environmental review, fiscal reporting, general coordination, insurance premiums, personnel costs, predevelopment costs, and procurement, program reporting to CDBG, and other related services.

#### **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 120 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
Activity # 2	8 persons	96 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.

Activity #2 the preparation of Tax Credit and HOME Partnership applications in support of a new affordable rental housing development for low-income seniors and persons with disabilities.

D. Staffing

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

Daniel C. Steinhagen – IMACA Executive Director

Anita Sonke – IMACA Controller

Jane McDonald – IMACA Community Services Director

Kathie Keesler – IMACA Program Specialist

Larry Emerson – IMACA Housing Development Supervisor

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 start on the \_\_\_\_ day of \_\_\_\_\_, 2012 and end on the \_\_\_\_\_ day of \_\_\_\_\_, 2015. 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	\$786,250.00
General Administration	\$ 75,000.00
Activity Delivery Costs	\$ 138,750.00
<b>TOTAL</b>	<b>\$1,000,000.00</b>

Activity #2. Preparation of Tax Credit and HOME Partnership Funding Applications	\$47,250.00
General Administration	\$ 2,250.00

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**TOTAL** **\$ 50,000.00**

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 \$1,044,200.00. 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>Daniel Steinhagen, 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 2012 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 Daniel Steinhagen  
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 2012 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 26, 2012, 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 2012.
  - 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 2012.

- 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 2013.
- 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 2013.
- 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 2013.
- 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 2013 to mid March 2014.
- g) Parking Lot and Landscaping Improvements. Subrecipient shall insure 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 2014.

- 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 2014.
- 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 2012 CDBG allocation for the Multi-Family Housing Rehabilitation Project:

<b>Staff Member Title</b>	<b>General Program Duties</b>	<b>Time Allocation</b>
Daniel Steinhagen, Executive Director	General program oversight and administration; revision of forms and procedures; approval of sub consultants.	5 hours/week
Larry Emerson, Housing Development Supervisor	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 2012 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	\$786,250.00
General Administration	\$ 75,000.00
Activity Delivery	\$138,750.00
<b>TOTAL</b>	<b>\$1,000,000.00</b>

**TASK #2. APPLICATION PREPARATION FOR DEVELOPING AN AFFORDABLE HOUSING PROJECT WITH HOME PARTNERSHIP FUNDS AND TAX CREDITS**

**SCOPE OF SERVICES**

A. Principal Tasks

The Subrecipient will be responsible for administering an allocation of the 2012 CDBG Program for developing an affordable housing project utilizing HOME Partnership Funds and Tax Credits, also referred to as (Application Preparation), for the city of Bishop, hereinafter referred to as “the Grantee.” The Subrecipient shall 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 the preparation of HOME Partnership and Tax Credit applications for an affordable rental housing project, per the Subrecipient’s proposal of March 26, 2012, 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. Toward the goal of the preparation of HOME Partnership and Tax Credit Funding applications, the major tasks that the Subrecipient will perform include, but are not necessarily limited to, the following:

- 1) Preparation of the Tax Credit application shall include, as a minimum, the following tasks (assumes second round 9% Tax Credit applications are due July 11, 2012):**
  - a) Pre-application and workshop(s). Prior to issuance of Notice of Funding Availability (NOFA), consultant will research any modifications to the regulations pertaining to Tax Credit applications. Consultant will also attend one or more (if necessary) workshops for preparation of a CTCAC application to obtain information on the requirements, scoring, and awards. Approximate time required: 4 weeks. Estimated timeframe: mid April to mid May 2012.
  - b) Site Studies and Property Appraisal. Consultant and City of Bishop will work with sub-consultants on preparation of a Phase I Environmental Site Assessment (ESA), a property appraisal, flood hazard determination, and any other site studies required to be submitted with the Tax Credit application. Approximate time required: 6 weeks.

Estimated timeframe: early May to mid June 2012.

- c) **Financial Feasibility.** Working with the City of Bishop, the consultant will contract with a sub-consultant to prepare a detailed financial analysis of the development proposal in compliance with CTCAC standards. Approximate time required: 4 weeks. Estimated timeframe: early May to early June 2012.
- d) **Market Analysis.** The consultant and City will work together to select a sub-consultant that will prepare a market study for the affordable rental development. The market study will be prepared in accordance with the latest adopted California Tax Credit Allocation Committee & California Debt Limit Allocation Committee Joint Market Study Guidelines. Approximate time required: 6 weeks. Estimated timeframe: early May to mid June 2012.
- e) **Site and Service Amenities Analysis.** The consultant, in consultation with the City, shall conduct a Site Amenities Analysis to determine the proximity of the site in relationship to site amenities such as transit facilities, park, library, supermarket, public school, senior facility, etc. The amenities analysis shall include the required map and photos. The Service Amenities review shall analyze the requirements specific to the housing type and contain the following components: evidence of services to be provided; evidence of space for services, services sources and uses budget; position descriptions; and service provider experience chart. Approximate time required: 2 weeks. Estimated timeframe: mid May to early June 2012.
- f) **Design Plans.** The consultant shall contract with a qualified architect to prepare design plans for the affordable housing project. The design plans shall include as a minimum site, floor and elevation drawings. In addition, the architect shall perform a detailed evaluation to determine compliance with CTCAC Sustainable Building Methods. All plans and written materials prepared by the architect shall be routed to the City for review and approval. Approximate time required: 8 weeks. Estimated timeframe: early May to early July 2012.
- g) **Tax Credit Application Preparation.** The consultant shall prepare the CTCAC application for 9% tax credits. The application materials and studies shall be in substantial compliance with the NOFA. At least three weeks prior to submittal of the application, a draft shall be provided to the City for comments. At least one week prior to submittal, the consultant shall provide the City with a final draft of the application. Approximate time required: 2 weeks. Estimated timeframe: mid June to early July 2012.

- 2) Preparation of the HOME Partnership application shall include, as a minimum, the following tasks (assumes NOFA is issued in early June and application deadline is early September 2012):**
- a) Pre-application and workshop(s). Prior to issuance of Notice of Funding Availability (NOFA), consultant will research any modifications to the regulations pertaining to the HOME Partnership funding application. Consultant will also attend one or more (if necessary) workshops for preparation of a HOME Partnership application to obtain information on the requirements, scoring, and awards. Approximate time required: 6 weeks. Estimated timeframe: mid May to late June 2012.
  - b) Update Site Studies and Property Appraisal. Consultant and City of Bishop will work with sub-consultants to update the Phase I Environmental Site Assessment (ESA), property appraisal, flood hazard determination, geotechnical report and other site studies, as required by the NOFA, HUD, and HCD. Consultant will obtain legal opinion from City Attorney on compliance with Article XXXIV. Approximate time required: 4 weeks. Estimated timeframe: mid June to mid July 2012.
  - c) Update Financial Feasibility. Working with the City of Bishop, the consultant will contract with a sub-consultant to prepare update the previously prepared financial analysis for the development proposal in compliance with HOME Partnership standards. Approximate time required: 4 weeks. Estimated timeframe: mid June to mid July 2012.
  - d) Update Market Study. The consultant will contract with a sub-consultant to prepare an update to the market study conducted for the CTCAC application. The market study will be prepared in accordance with the latest adopted California Tax Credit Allocation Committee & California Debt Limit Allocation Committee Joint Market Study Guidelines. Approximate time required: 4 weeks. Estimated timeframe: mid June to mid July 2012.
  - e) Obtain local approvals. The consultant, working directly with the City, shall work ensure the project complies with all local land use regulations and obtain necessary entitlements prior to submitting a funding application. Approximate time required: 8 weeks. Estimated timeframe: mid June to mid August 2012.
  - f) Update Design Plans. The consultant shall contract with an architect to update design plans for the affordable housing project. The design plans shall include as a minimum site, floor and elevation drawings. In addition, the architect shall work with building contractors to prepare a detailed development budget in compliance with HOME Partnership standards. The final design plans and budget are subject to review and

approval by the City of Bishop. Approximate time required: 8 weeks. Estimated timeframe: mid June to August 2012.

- g) Prepare HOME Partnership Application. The consultant shall prepare the HOME Partnership funding application. The application materials and studies shall be in substantial compliance with the NOFA issued by HCD. At least three weeks prior to submittal of the application, a draft shall be provided to the City for comments. At least one week prior to submittal, the consultant shall provide the City with a final draft of the application. Approximate time required: 4 weeks. Estimated timeframe: early July to early August 2012.
- 3) **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.
- 4) **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.
- 5) **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.
- 6) **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 \_\_\_ of this Agreement.

B. Staffing

The Subrecipient shall assign the following staff as Key Personnel to the CDBG Year 2010-2011 PTA Grant for the preparation of HOME Partnership and Tax Credit applications in support of an affordable rental housing project:

Staff Member Title	General Program Duties	Time Allocation
Daniel Steinhagen, Executive Director	General program oversight and administration; revision of forms and procedures; approval of sub consultants.	5 hours/week
Larry Emerson, Housing Development Supervisor	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	25 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 CDBG FY 2010-2011 PTA Grant for the preparation of HOME Partnership and Tax Credit applications in support of an affordable housing project to be administered by IMACA. Unless otherwise noted, this budget may only be modified through a formal written amendment approved by the Grantee.

CTCAC 4% or 9% &	
HOME Partnership Application Prep	\$42,130.00
General Administration	\$ 2,070.00
<b>TOTAL</b>	<b>\$44,200.00</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.





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 2010 Grant for Silver Peaks 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.

*draft*

# **RELOCATION PLAN**

for the Reconstruction of the

## **VALLEY APARTMENTS**

156 E. Clarke Street  
Bishop, California, 93514

**March 2012**

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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## 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 2013 (projected)
<b>Begin Reconstruction:</b>	July 2013 (projected)
<b>Complete Reconstruction:</b>	March 2014 (projected)
<b>Full Lease-Up/Occupancy:</b>	May 2014 (projected)

**REHABILITATION BUDGET:** Approximately \$2.0 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 Development Supervisor  
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:** Jane McDonald, IMACA  
224 S. Main Street  
P.O. Box 845  
Bishop, CA 93514  
Phone: (760) 873-8557  
Email: [jmcdonald@imaca.net](mailto:jmcdonald@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** Jane McDonald, IMACA  
224 S. Main Street  
P.O. Box 845  
Bishop, CA 93514  
Phone: (760) 873-8557  
Email: [jmcdonald@imaca.net](mailto:jmcdonald@imaca.net)

**GENERAL CONTRACTOR:** None at this time

**RELOCATION CONSULTANT:** None

## **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, 201. 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 Maclver 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 MEETING

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<br>Executed: Between July 15 and July 16, 2011 |
| - <b>Tenant Survey</b> -              | Date: Pending   |
| - <b>Notice of Displacement</b> -     | Dated: Pending<br>Executed: Pending                                 |
| - <b>Notice of Eligibility</b> -      | Dated: Pending (if required)<br>Executed: Pending (if required)     |
| - <b>Move-in Noticing</b> -           | Dated: Pending (if required)<br>Executed: Pending (if required)     |

## RELOCATION ASSISTANCE PLAN<sup>1</sup>

No less than eight weeks prior to the scheduled demolition of the Valley Apartment complex, existing tenants will be provided notice of proposed relocation assistance. This shall include as a minimum a listing of all relocation expenses and costs eligible for reimbursement and the proposed replacement dwelling unit location and duration of displacement.

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<sup>1</sup>For temporary relocation of PERSONS NOT TO BE DISPLACED, reference HUD Handbook 1378 Section 2-4.

Residents of Valley Apartments shall be provided 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.

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>**

- transportation cost for displaced persons and their necessary personal property;
- packing, crating, unpacking and un-crating, of displaced person's personal property, if required;
- storage costs for displaced person's personal property requiring temporary storage while the tenant's unit is vacated, if required;
- housing costs;
- 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;
- insurance cost for the replacement value of displaced person's personal property in connection with the temporary move or storage;
- 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;
- security deposits, cleaning deposits, credit checks, or other reasonable expenses necessitated by the temporary move or storage of displaced person's personal property.

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<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.

**FUNDING SOURCE**

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 -**

**RESOLUTION NO. \_\_**

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE  
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS  
THERE TO FROM THE 2012 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 \$1,200,000.00 in funding for the following activities:

General Program Administration	\$80,000.00
Multi-Family Housing Rehabilitation	\$1,000,000.00
Developing an Affordable Housing Project With Home Partnership Funds and Tax Credits	\$50,000.00
Master Sewer Plan (focused)	\$50,000.00

**SECTION 2:**

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

**SECTION 3:**

For Cash Match, the City Council hereby approves the use of General Funds and the commitment from Inyo Mono Advocates for Community Action, Inc. (IMACA) as provided in the attached letter dated May 11, 2011 to be used as the City's Cash Match for this application as follows:

IMACA Cash Match Commitment	\$2,500.00
City of Bishop Cash Match	\$2,500.00
<hr/>	
TOTALS	\$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 2012 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 26th day of March, 2012.

---

DAVID STOTTLEMYRE, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: \_\_\_\_\_  
Denise Gillespie, Assistant City Clerk



*People Helping People*

March 20, 2012

Mr. Linn Warren  
Department Director  
California Department of Housing and Community Development  
1800 Third Street  
Sacramento, CA 95811-6942

RE: INYO MONO ADVOCATES FOR COMMUNITY ACTION, INC. (IMACA) CASH MATCH COMMITMENT FOR THE 2012 STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FUNDING APPLICATION BY THE CITY OF BISHOP

Dear Mr. Warren:

Inyo Mono Advocates for Community Action, Inc. (IMACA) hereby commits to provide a cash match for the State Planning and Technical Assistance (PTA) Grant portion of the 2012 State CDBG Program if awarded. The cash match shall be accordance with the Subrecipient Agreement between IMACA and the City of Bishop and all requirements of the California Department of Housing and Community Development (HCD) and the U.S. Department of Housing and Urban Development (HUD).

The amount of the cash match shall be as provided in the approved contract between the HCD, the City of Bishop, and IMACA. The cash match shall not exceed five (5) percent of the award as determined by the State HCD for the PTA activity entitled Application Preparation for Developing an Affordable Housing Project with Home Partnership Funds and Tax Credits.

Please contact me at (760) 873-8557 if you have any questions regarding this commitment or require any additional support documentation.

Sincerely,

Daniel Steinhausen, Executive Director, IMACA

cc: Keith Caldwell, City of Bishop

**Administration  
Personnel  
Community Services  
Housing  
Weatherization**  
224 S. Main St.  
P.O. Box 845  
Bishop, CA 93515  
(760) 873-8557  
(800) 541-1822  
Fax (760) 873-8182  
e-mail: [info@imaca.net](mailto:info@imaca.net)

**Community Connections  
for Children**  
625 Old Mammoth Rd.  
P.O. Box 8571  
Mammoth Lakes, CA 93546  
(760) 934-3343  
(800) 317-4600  
Fax (760) 934-2075

**Child Development &  
Family Services**  
Head Start/State Preschool  
Administration Office  
218-A S. Main St.  
Bishop, CA 93514  
(760) 873-3001  
Fax (760) 872-5570

**Glass Mountain  
Apartments**  
25 Mountain Blvd.  
Mammoth Lakes, CA 93546  
(760) 924-3888

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

IMACA is a Non-Profit,  
Tax-Exempt Organization  
under Section 501(c)(3),  
Internal Revenue Code.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

**SUBJECT: APPOINTMENT TO THE PARKS AND RECREATION COMMISSION**

DATE: MARCH 26, 2012

BACKGROUND/SUMMARY

The advertising and application process for an expiring term on the Parks and Recreation Commission ended February 16, 2012. Barry Simpson who held this seat chose not to submit a letter of interest in reappointment. Interviews were held on March 6th. The interview committee will be making a recommendation to appoint Thom Batchelder to a four-year term.

RECOMMENDATION

Consideration to appoint Thom Batchelder to the Parks and Recreation Commission for a four-year term ending March 25, 2016.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

**SUBJECT: ORDINANCE NO. 538 – AMENDING BISHOP MUNICIPAL CODE RELATING TO FEE AND CHARGE REVENUE/COST COMPARISON SYSTEM ADOPTION**

DATE: MARCH 26, 2012

Attachments: Ordinance No. 538 and Exhibit A

BACKGROUND/SUMMARY

The Public Works Department proposed a restructuring of the Department's categories for fees and service charges for Building, Planning, Public Works Miscellaneous, Sewer, and Water. In order to implement the changes, an ordinance amending Title 3 Revenue and Finance Chapter 3.22 is necessary. The first reading of this ordinance was approved at the March 12<sup>th</sup> meeting and is presented for adoption tonight.

The ordinance must be adopted in order for Council to consider action on a resolution amending and restating fees and charges for City services that will also be presented at tonight's meeting.

RECOMMENDATION

Consideration to adopt Ordinance No. 538 by title only.

**ORDINANCE NO. 538**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, AMENDING TITLE 3 REVENUE AND FINANCE CHAPTER 3.22 ENTITLED "FEE AND SERVICE CHARGE REVENUE/COST COMPARISON SYSTEM" OF THE BISHOP MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1: Title 3 Chapter 3.22 of the Bishop Municipal Code, entitled "Fee and Service Charge Revenue/Cost Comparison System", be and is hereby amended to read in its entirety as set forth in "Exhibit A" attached hereto and incorporated herein.

SECTION 2: This ordinance shall be in full force and effect thirty (30) days from and after its passage and adoption.

SECTION 3: 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 \_\_\_\_\_, 2012.

\_\_\_\_\_  
MAYOR

ATTEST: Keith Caldwell, City Clerk

By: \_\_\_\_\_  
Denise Gillespie, Assistant City Clerk

EXHIBIT A

**TITLE 3**

**REVENUE AND FINANCE**

Chapters:

3.22 Fee and Service Charge Revenue/Cost Comparison System

Chapter 3.22

FEE AND SERVICE CHARGE REVENUE/COST COMPARISON SYSTEM

Sections:

3.22.010 - Findings and intent.

3.22.020 - Delegation of authority and direction to administrator.

3.22.030 - Costs reasonably borne defined.

3.22.040 - Schedule of fees and service charges.

3.22.050 - Statutory public meeting.

3.22.060 - Provision of data.

3.22.070 - Appeal to city council.

**3.22.010 - Findings and intent.**

- A. Pursuant to Article XIII B of the California Constitution, it is the intent of the city council to require the ascertainment and recovery of costs reasonably borne from fees, charges and regulatory license fees levied therefore in providing the regulation, products or services hereinafter enumerated in this chapter.
- B. The fee and service charge revenue/cost comparison system set forth in this chapter provides a mechanism for ensuring that fees adopted by the city for services rendered do not exceed the reasonable estimated cost for providing the services for which the fees are charged.
- C. The adoption of this chapter is exempt from the California Environmental Quality Act (Public Resources Code Sections 2100 et seq.), because it approves and sets forth a procedure for determining fees for the purpose of meeting the operating expenses of city departments, as set forth in Public Resources Code Section 21080(b) et seq.

**3.22.020 - Delegation of authority and direction to administrator.**

- A. The city administrator is delegated the authority and directed to provide documents to the city council to implement its herein enumerated policy to adjust fees and charges to recover the percentage of costs reasonably borne as established by this chapter, in providing the regulation, product or service

enumerated in this chapter in the percentage of costs reasonably borne and on the schedule of rate review and revision as hereinafter established in this chapter.

- B.** The city administrator is delegated authority to issue executive orders defining terms, setting out administrative, fee collection, and financial procedures, definitions, and establishing effective dates of all fees set by the city council by resolution. All executive orders shall be originated and signed by the affected department head, and shall be signed by the city administrator certifying that the financial requirements of this chapter are complied with and connoting the effective date of the executive order and new or reviewed rate structure, procedure or definition.
- C.** "Costs reasonably borne" shall be defined in Section 3.22.030. In adjusting fees and charges, the city administrator shall act in an administrative and ministerial capacity and shall consider only the standards and criteria established by this chapter, and the procedures set by this chapter and by applicable state law. All executive orders issued hereunder shall comply in all respects with this chapter, and the several schedules of fees and rates as set by the city council by resolution.

### **3.22.030 - Costs reasonably borne defined.**

"Costs reasonably borne," as used and ordered to be applied in this chapter are to consist of the following elements:

- A.** All applicable direct costs including but not limited to salaries, wages, overtime, employee fringe benefits, services and supplies, maintenance and operation expenses, contracted services, special supplies, and any other direct expense incurred;
- B.** All applicable indirect costs including but not restricted to building maintenance and operations, equipment maintenance and operations, communications expenses, computer costs, printing and reproduction, vehicle expenses, insurance, debt service, and like expenses when distributed on an accounted and documented rational proration system;
- C.** Fixed asset recovery expenses, consisting of depreciation of fixed assets, and additional fixed asset expense recovery charges calculated on the current estimated cost of replacement, divided by the approximate life expectancy of the fixed asset. A further additional charge to make up the difference between book value depreciation not previously recovered and reserved in cash and the full cost of replacement, also shall be calculated and considered a cost so as to recover such unrecovered costs between book value and cost of replacement over the remaining life of the asset;
- D.** General overhead, expressed as a percentage, distributing and charging the expenses of the city council, city attorney, city administration, city clerk, city treasurer, economic development, finance department; and all other staff and support service provided to the entire city organization. Overhead shall be

prorated between tax-financed services and fee-financed services on the basis of said percentage so that each of the taxes and fees and charges shall proportionately defray such overhead costs;

- E. Departmental overhead, expressed as a percentage, distributing and charging the cost of each department head and his or her supporting expenses as enumerated in subsections A, B, C and F of this section;
- F. Debt service costs, consisting of repayment of principal, payment of interest, and trustee fees and administrative expenses for all applicable bond, certificate, note or securities issues or loans of whatever nature or kind. Any required coverage factors or required or established reserves beyond basic debt service costs also shall be considered a cost if required by covenant within any securities ordinance, resolution, indenture or general law applicable to the city.

**3.22.040 - Schedule of fees and service charges.**

- A. The city administrator and each city department head, under the direction of the city administrator, shall review annually the fees and service charges listed following, and provide an adjusted fee or charge schedule to the city council for its consideration and adoption by resolution so as to recover costs reasonably necessary to provide the listed regulation, product or service:

NO.	TITLE/DESCRIPTION
	ADMINISTRATIVE AND FINANCE SERVICES
AF-1	New/moved business application process
AF-2	Business license
AF-3	Bingo fees
AF-4	New T.O.T. registration certificate
AF-5	Returned check (NSF) processing
AF-6	Printed materials/map prod. sale
AF-7	Document certification/copying
AF-8	Records research service
AF-9	City code and zoning code update
AF-10	Agenda/minutes mailing service
AF-11	City meeting tape copies
	BUILDING FEES
BI-1	Building permits
BL-2	Residential SMIP Commercial SMIP

BL-3	Building standards revolving fund (BSASRF)
	COMMUNITY SERVICES
CS-1	Auditorium rental
CS-2	Council chambers rental
CS-3	Conference room rental
CS-4	Outside grounds rental
CS-5	Community center development impact fees
	PARKS AND RECREATION
PR-1	Softball lights
PR-2	Tennis lights
PR-3	Softball/baseball field
PR-4	Tennis courts
PR-5	League play
PR-6	Pool rental
PR-7	Swim classes
PR-8	Public swim
PR-9	Contract classes
PR-10	Special city-sponsored recreation activities
PR-11	Set up/clean up services (electrical, tables, etc.)
PR-12	City park exhibitor fees
PR-13	Park development impact fees
	PLANNING
PL-1	Zone change review
PL-2	Variance review
PL-3	Zone ordinance amendment review
PL-4	Appeals
PL-5	Use permit application review and process
PL-6	Specific plan review
PL-7	General plan amendment
PL-8	Categorical exemption
PL-9	Negative declaration review and process
PL-10	EIR staff review
PL-11	Time extension review
PL-12	Tentative parcel map review

PL-13	Tentative tract map review
PL-14	Final parcel map review
PL-15	Final tract map review
PL-16	Certificate of compliance
PL-17	Lot line adjustment review
	PUBLIC SAFETY
PS-1	Check collection fee
PS-2	Impound fee
PS-3	Fingerprints
PS-4	Report copying
PS-5	Booking fees
PS-6	Repossession processing
PS-7	Timed parking violations
PS-8	Handicapped parking violations
PS-9	Burning permit fee
PS-10	Plan and site review for flammable or combustible liquid storage
PS-11	Building inspection for fire and life safety
PS-12	Fireworks and pyrotechnic special effects permit fee
PS-13	Building and site plan check
PS-14	Public safety development impact fees
PS-15	Criminal history check pursuant to California Family Code § 6306
	PUBLIC WORKS MISCELLANEOUS
PW-1	Snow removal
PW-2	Administration and abatement of weeds and refuse
PW-3	Right of way abandonment request process
PW-4	Street sweeping
PW-5	Storm drain maintenance
PW-6	Street patching
PW-7	Large format plots and maps
PW-8	Encroachment permit for other than construction
PW-9	Encroachment permit for construction 1. \$50,000 or less of work 2. More than \$50,000 of work
PW-10	Drainage development impact fees
	SEWER

SW-1	Monthly sewer
SW-2	Sewer service permit
SW-3	Sewer service construction main to property
SW-4	Sewer grease interceptor inspection
SW-5	Sewer development impact fee
	WATER
WA-1	Monthly water
WA-2	Water service permit
WA-3	Water service construction main to curb stop
WA-4	Water backflow preventers test
WA-5	Water development impact fees
WA-6	Water valve box for curb stop valve

- B. All fees and charges set pursuant to this chapter and section shall take effect sixty days after the city council adopts a resolution, or amended resolution, setting fees and charges and after the city administrator signs an executive order stipulating that all provisions of this chapter have been complied with, and no written appeal has been filed.
- C. The schedule of frequency of rate adjustments may be varied by the city administrator to adjust revenues sufficient to meet debt service coverage requirements of any bond, certificate, or ordinance, resolution, indenture, contract, or action under which securities have been issued by the city which contain any coverage factor requirement.
- D. The city administrator may vary the review schedule listed in this section if, in the judgment of the city administrator and a directly affected and requesting department head, a gross inequity would be perpetrated by not revising the rate schedule. Any such rate revision which deviates from the review schedule as set herein shall be reported to the city council at its next succeeding meeting.

**3.22.050 - Statutory public meeting.**

Pursuant to California Government Code Section 66016, the city clerk shall cause notice to be provided as set out in Government Code Sections 66016 and 6062a, and the city council periodically, at least annually, shall receive at a regularly scheduled meeting oral and written presentations concerning fees and charges proposed to be increased or added. Such notice, oral and written presentation, and public meeting shall be provided prior to the city council taking any action on any new or increased fees or charges. At least one such public hearing shall be held annually, in conjunction with the city annual budget process and hearing.

**3.22.060 - Provision of data.**

Pursuant to the California Government Code, at least ten days prior to the required public hearing set out herein, the city administrator shall make available to the public appropriate data indicating the cost or estimated costs required to support the fees and charges for which changes are proposed to be made or fees or charges imposed. The city administrator also shall provide a summary of the present fee and charge schedules and those proposed at such annual public hearing. A general explanation of such changes also shall be published per the requirements of Government Code Section 6062a.

**3.22.070 - Appeal to city council.**

- A.** Any person who feels that any fee or charge determined and set in an excess of the percentage of costs reasonably borne to be recovered as set out in this chapter, or that such fee or charge has been reviewed prior to or has not been reviewed within the review schedule as set out herein, may appeal in writing to the city council within five days of action appealed from.
  
- B.** No fee or charge for which an appeal has been filed shall take effect until heard by the city council. Such appeal shall be placed on the agenda of the next ensuing council meeting. Such appealed fee charge shall take effect immediately upon hearing by the city council unless ordered otherwise by the city council by ordinance amending this chapter.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

**SUBJECT: CITY FEES AND CHARGES FY 2012-2013**

DATE: MARCH 26, 2012

Discussion: Council Meetings February/March 2012

Attachments: Resolution No. 12-11 and Exhibit "A" Amending and Restating Fees and Charges  
Department requests for increases

BACKGROUND/SUMMARY:

Each year all departments are requested to review fees and charges to determine if they cover the full costs reasonably borne for providing those services.

As part of the process, a public hearing was held at the last Council meeting to provide information on proposed changes to the public as required by Chapter 3.22 of the Bishop Municipal Code. Proposed changes for Fiscal Year 2012-2013 were received from the Public Works and Community Services Departments. A restructuring of the rate schedule for Public Works, Planning, Building and Water and Sewer has also been submitted. No public comment was received during the public hearing.

To complete the process a resolution amending and restating certain fees and charges for city services needs to be adopted. Resolution No. 12-11 is provided for Council consideration and incorporates the structure changes and fee increases as proposed by Community Services and Public Works Departments. If action is taken the fees and charges will be updated to be effective for the next fiscal year beginning July 1, 2012. The Water and Sewer Fees for 2012-2013 as adopted by the City Council on December 14, 2009 will be effective on July 1, 2012 as well. Community Services Department fees will be effective on June 1, 2012 to coincide with the opening of the pool for this season.

RECOMMENDATION:

Review the information and consider adoption of Resolution No. 12-11 by title only.

**RESOLUTION NO. 12-11**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA,  
AMENDING AND RESTATING CERTAIN FEES AND CHARGES FOR CITY SERVICES

WHEREAS, the City of Bishop has conducted an extensive and exhaustive analysis of its services, the costs reasonably borne of providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services; and

WHEREAS, the City wishes to comply with both the letter and the spirit of Article XIII B of the California Constitution and limit the growth of taxes; and

WHEREAS, the City desires to establish a policy of recovering the full costs reasonably borne of providing special services of a voluntary and limited nature, such that general taxes are not diverted from general services of a broad nature and thereby utilized to subsidize unfairly and inequitably such services; and

WHEREAS, heretofore the City Council adopted Ordinance No. 479 establishing its policy as to the recovery of costs reasonably borne to be recovered from users of City services; adopted Ordinance No. 538 updating Section 3.22.040 Schedule of fees and service charges; and directed staff as to the methodology for implementing said Ordinances; and

WHEREAS, the specific fees to be charged for services must be adopted by the City Council by Resolution, after providing notice and holding a public hearing; and

WHEREAS, a schedule of fees and charges to be paid by those requesting such special services must be adopted so that the City might carry into effect its policies; and

WHEREAS, it is the intention of the City Council to develop a revised schedule of fees and charges based on the City's budget and projected costs reasonably borne; and

WHEREAS, pursuant to California Government Code § 66016 the required information on proposed new or increased fees or services charges was provided by mail and available for general public review as required by state law and Bishop Municipal Code Section 3.22.060; and

WHEREAS, all requirements of law are hereby found to have been complied with;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP finds after considering the evidence presented, that the fees imposed hereby do not exceed the City's costs reasonably borne.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP DOES RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. FEE SCHEDULE ADOPTION. The following schedule of fees and charges are hereby directed to be computed by and applied by the various City departments, and to be collected by the appropriate department or the City Finance Department for the herein listed special services when provided by the City or its designated contractors.

SECTION 2. SEPARATE FEE FOR EACH PROCESS. All fees set by this resolution are for each identified process; additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per-unit-of-measurement basis, the fee is for each identified unit or portion thereof within the indicated ranges of such units.

SECTION 3. FEES. The fees shall be charged and collected for the enumerated services as indicated in Exhibit "A".

SECTION 4. INTERPRETATIONS. This Resolution may be interpreted by the several City department heads in consultation with the City Administrator; should there be a conflict between two fees, then the lower in dollar amount of the two shall be applied.

SECTION 5. CONSTITUTIONALITY. If any portion of this Resolution is declared invalid or unconstitutional then it is the intention of the City Council to have passed the entire Resolution and all its component parts, and all other sections of this Resolution shall remain in full force and effect.

SECTION 6. REPEALER. All resolutions and other actions of the City Council in conflict with the contents of this Resolution are hereby repealed.

SECTION 7. EFFECTIVE DATE. This Resolution shall go into full force and effect immediately. Pursuant to Bishop Municipal Code Section 3.22.040 B, fees and charges will be effective in sixty (60) days after adoption and execution of an executive order by the City Administrator and no written appeal has been filed. The Community Services Department fees and charges will be effective June 1, 2012 following the sixty (60) days as stipulated. Fees and charges for all other departments will not be effective until July 1, 2012.

PASSED, APPROVED AND ADOPTED this 26th day of March 2012.

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DAVID STOTTLEMYRE, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: \_\_\_\_\_  
Denise Gillespie, Assistant City Clerk

STATE OF CALIFORNIA  
COUNTY OF INYO

}

I, Denise Gillespie, Assistant City Clerk for the City of Bishop, do hereby certify that the whole number of members of the City Council of said City of Bishop is five (5); that the foregoing Resolution No. 12-11 was duly passed and adopted by said City Council; approved and signed by the Mayor of said City; and attested by the City Clerk of said City, all at a regular meeting of said City Council, held on March 26, 2012, and that the same was so passed and adopted by the following roll call vote.

AYES:

ABSENT:

NOES:

ABSTAIN:

WITNESS, my hand and the seal of the City of Bishop this \_\_\_\_ day of \_\_\_\_, 2012.

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Denise Gillespie, Assistant City Clerk  
CITY OF BISHOP

EXHIBIT "A"

CITY OF BISHOP FEES AND CHARGES  
FISCAL YEAR 2012-2013

**ADMINISTRATION & FINANCE SERVICES**

NO.	TITLE/DESCRIPTION	RECOMMENDED CHARGES
AF-1	New/Moved Business Application Process	-0-
AF-2	Business License Fees	
	Four Employees or less and not otherwise specified	\$40.00 annually
	Five Employees, less than ten, and not otherwise specified	\$120.00 annually
	Ten Employees or more and not otherwise specified	\$200.00 annually
	Having no Fixed or Permanent Residence in City which conducts business daily in the City	\$50.00 annually per vehicle/or person
	Having no Fixed or Permanent Residence in City which does not conduct business daily in the City	\$50.00 daily or \$400.00 annually each vehicle/or person
	Amusements Generally	\$200.00 annually
	Bowling Alleys	\$40.00 annually per alley
	Public Dancing	\$200.00 annually
	Circuses, Carnivals, etc.	\$50.00 per day
	Contractors and Subcontractors	\$100.00 annually
	Itinerant Locksmiths, Tool Sharpeners, etc.	\$2.50 per day or \$100.00 annually
	Pool Halls, Social Clubs, etc.	\$16.00 annually each pool table and \$100.00 annually for each card table
	Professions	\$40.00 annually
	Sound Trucks, Loud Speakers with permanent place of business in City	\$100.00 annually
	Out of City	\$12.50 per day or \$200.00 annually
AF-3	Bingo Fees	\$15.00 annually
AF-4	New T.O.T. Registration Certificate	-0-
AF-5	Returned Check (NSF) Processing	\$25.00 each
AF-6	Printed Materials/Map Production Sale	\$1.00 page
AF-7	Document Certification/Copying	\$.25 page
AF-8	Records Research Service	Actual Cost
AF-9	City Code and Zoning Code Update	-0-
AF-10	Agenda/Minutes Mailing Service	-0-
AF-11	City Meeting Recording Copies	Actual Cost

**COMMUNITY SERVICES**

NO.	TITLE/DESCRIPTION	RECOMMENDED CHARGES
CS-1	Auditorium Rental	\$50.00 First 4 hours \$10.00/hour each additional hour
CS-2	Council Chambers Rental	\$75.00 First 4 hours \$15.00/hour each additional hour
CS-3	Conference Room Rental	\$35.00 First 4 hours \$5.00/hour each additional hour
CS-4	Outside Grounds Rental (Set up, Clean up, Supplies & Service)	Actual Cost
CS-5	Community Center Development Impact Fees	-0-

**PARKS AND RECREATION**

NO.	TITLE/DESCRIPTION	RECOMMENDED CHARGES
PR-1	Softball Lights	\$20.00 an hour
PR-2	Tennis Lights	\$4.00 per hour/tokens \$5.00 hour/time clock
PR-3	Softball/Baseball Field	\$25.00 per field
PR-4	Tennis Courts	-0-
PR-5	League Play	Actual Cost
PR-6	Pool Rental	\$50.00 hour/plus cost of aquatic personnel
PR-7	Swim Classes Individual Lesson	\$35.00 for 8 sessions Actual Cost
PR-8	Public Swim – Youth	\$3.00 \$25.00 – 10 Passes
	Public Swim – Adult	\$5.00 \$20.00 – 5 Passes
	Public Swim – Family Pass	\$42.00 – 18 passes
	Public Swim/Lap (unlimited use) – Adult	\$5.00 - Season Pass \$120.00
	Public Swim – Showers	\$5.00 day
PR-9	Contract Classes	Actual Cost
PR-10	Special City Sponsored Recreation Activities	Actual Cost
PR-11	Set up/Clean up Services (Electrical Tables, Etc.)	Actual Cost
PR-12	City Park Vendor/Exhibitor Fees/Mule Days	\$20.00 per space \$45.00 camp space
	City Park Vendor/Exhibitor Fees/Labor Day	\$10.00 per space \$45.00 camp space
PR-13	Park Development Impact Fees	-0-

**PUBLIC SAFETY**

NO.	TITLE/DESCRIPTION	RECOMMENDED CHARGES
PS-1	Check Collection Fee	\$25.00
PS-2	Impound Fee	\$125.00
PS-3	Fingerprints Rolling either by paper and ink; or electronic Live Scan	\$25.00
PS-4	Report Copying – Accident Report Report Copying – Other Reports	\$20.00 \$20.00
PS-5	Booking Fees	\$130.00
PS-6	Repossession Processing	\$15.00
PS-7	Parking Fines pursuant to Bishop Municipal Code Title 10 – Vehicles and Traffic Chapter 10.28 Sections 10.28.020 -10.28.200	\$30.00 each violation
PS-8	Handicapped Parking Violations	\$255.00
PS-9	Burning Permit Fee	-0-
PS-10	Plan and Site Review for Flammable or Combustible Liquid Storage	-0-
PS-11	Building Inspection for Fire and Life Safety	-0-
PS-12	Fireworks and Pyrotechnic Special Effects Permit Fee	-0-
PS-13	Building and Site Plan Check	-0-
PS-14	Public Safety Development Impact Fees	-0-
PS-15	Criminal History Check Pursuant to California Family Code 6306	\$10.00

**PUBLIC WORKS**

**Planning Fees**

The fee shall be as described in the following table unless the actual cost is greater. If the actual cost is greater, the fee shall be the actual cost.

NO.	TITLE/DESCRIPTION	RECOMMENDED CHARGES
PL-1	Zone Change Review	\$1,500
PL-2	Variance Review	\$1,000
PL-3	Zone Ordinance Amendment Review	\$1,500
PL-4	Appeals	\$300
PL-5	Use Permit Review and Process	\$1,500
PL-6	Specific Plan Review	\$1,500
PL-7	General Plan Amendment	\$1,500
PL-8	Categorical Exemption	\$120
PL-9	Negative Declaration Review and Process	\$1,500
PL-10	EIR Staff Review	\$2,500
PL-11	Time Extension Review	\$500

PL-12	Tentative Parcel Map Review	\$2,000
PL-13	Tentative Tract Map Review	\$2,500
PL-14	Final Parcel Map Review	\$2,000
PL-15	Final Tract Map Review	\$2,500
PL-16	Certificate of Compliance	\$1,000
PL-17	Lot Line Adjustment Review	\$1,000

**Building Fees**

NO.	TITLE/DESCRIPTION	RECOMMENDED CHARGES
BL-1	Building Permits	See Below
BL-2	Residential SMIP Commercial SMIP	0.010% of Value 0.021% of Value
BL-3	Building Standards Revolving Fund (BSASRF)	\$1.00 for each \$25,000 or portion

1. State-Mandated Strong Motion Instrumentation Program (SMIP) and Building Standards Administration Special Revolving Fund (BSASRF) fees do not apply to electrical, mechanical and plumbing work permitted independent of building work.
2. Permits, inspection, and related fees for demolition, grading, building, plumbing, mechanical and electrical shall be the sum of a \$60 administration fee, a valuation fee, and a plan check fee, if required.
3. The valuation fee shall be as described in the following table unless the actual cost is greater. If the actual cost is greater, the valuation fee shall be the actual cost.

Total Valuation	Fee
\$1 to \$500	\$23.50
\$500 to \$2,000	\$23.50 for the first \$500 plus \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$69.25 for the first \$2,000 plus \$14.00 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$391.25 for the first \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$643.75 for the first \$50,000 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.15 for each additional \$1,000, or fraction thereof

4. Except as provided below, total valuation shall be determined using International Code Council (ICC) Building Valuation Data current on the permit issue date with a regional modifier of 0.97.
5. For additions, remodels, tenant improvements, reroofing, and for electrical, mechanical, and plumbing done independent of building work, total valuation shall be provided by applicant or determined using standard construction estimating practices.

6. The plan check fee, when required, shall be 65% of the valuation fee unless the actual cost is greater. If the actual cost is greater, the plan check fee shall be the actual cost.
7. Investigation permitting of unpermitted work shall be charged at two times the cost of the permit had the work been properly permitted.
8. Actual cost shall include additional cost of re-inspection.
9. Actual cost for work outside of normal business hours shall be based on two hours minimum.

**General Public Works Fees**

NO.	TITLE/DESCRIPTION	RECOMMENDED CHARGES
PW-1	Snow Removal	Not used
PW-2	Administration and Abatement of Weeds and Refuse	Actual Cost
PW-3	Right of Way Abandonment Request Process	Actual Cost
PW-4	Street Sweeping	\$130 per hour
PW-5	Storm Drain Maintenance	Actual Cost
PW-6	Street Patching	Actual Cost
PW-7	Large Format Plots and Maps	Actual Cost
PW-8	Encroachment Permit for other than construction	Actual Cost
PW-9	Encroachment Permit for construction 1. \$50,000 or less of work 2. More than \$50,000 work	0.5%, \$20 minimum \$250 plus 0.1%
PW-10	Drainage Development Impact Fees	\$0

**Water and Sewer Fees**

**Definitions:** For the purposes of water and sewer fees:

1. "Account" is a financial designation that usually equates to one water and one sewer service connection to one dwelling, premises, or customer and is used in accounting and billing.
2. "Bar" means bar with alcoholic beverage license.
3. "Dwelling" means a place of residence with a connection for water service to the city water system.
4. "Hotel," shall include "motels," "rooming houses," "boarding houses," "lodging houses" and "guest homes" and shall be as defined in the Health and Safety Code of the state. Hotel fees include fees for any hotel laundry facility used solely by employees for hotel linen.
5. "Island" means one or two fuel dispensing positions usually with a choice of fuels dispensed from one or more hoses and associated with a public restroom. Fueling satellites controlled from an island are considered part of that island.
6. "Manager's quarters" means a room or apartment occupied and used exclusively by the manager of a hotel, rooming house, motel, mobile home park, trailer park or recreational trailer park.

7. "Mobile home park," "trailer park" and "recreational trailer park" shall be defined as defined in the Health and Safety Code of the state.
8. "Multiple family residence" includes condominiums; apartment houses; mobile homes; and recreational vehicles and trailers in parks.
9. "Premises" means a lot, parcel of land, building or establishment.
10. "Restaurant" does not include hospital food service.
11. "Seat" means number of permitted seats or actual seats, whichever is greater.
12. "EDU" means Equivalent Dwelling Unit and relates various water and sewer fees to those for a single family residence.

**Monthly Water and Sewer Fees**

The minimum fees for any account equate to fees for 1 EDU. For non-residential uses not listed, fees shall equate to 1 EDU per toilet or equivalent.

**THESE FEES WILL BE EFFECTIVE JULY 1, 2012**

Description	EDU		Per	Monthly Fee	
	Water	Sewer		Water (WA-1)	Sewer (SW-1)
Single Family Residence	1	1	Each	\$32.00	\$27.58
Multiple Family Residence	0.8	0.8	Unit	\$25.60	\$22.06
Church*	1	1	Each	\$32.00	\$26.59
Church Recreation Hall*	1	1	Each	\$32.00	\$26.59
Hospital*	1/3	1/3	Bed	\$10.67	\$9.19
Convalescent Home	1/3	1/3	Bed	\$10.67	\$9.19
Lodge or Meeting Hall*	1	1	Each	\$32.00	\$26.59
Hall Bar*	1	1	Each	\$32.00	\$26.59
Public School	0.04	0.04	Student	\$1.28	\$0.99
Other School	0.032	0.032	Student	\$1.02	\$0.79
Fairgrounds	7	7	Each	\$224.00	\$186.10
Gas Station*	0.4	1.90	Island	\$12.80	\$52.40
Self Serve Car Wash*	3	3	Stall	\$96.00	\$61.17
Beauty or Barber Shop	1	1	Each	\$32.00	\$27.58
Bar*	0.08	0.08	Seat	\$2.56	\$2.21
Hotel Manager's Quarters*	1	1	Each	\$32.00	\$27.58
Hotel Room*	0.25	0.48	Each	\$8.00	\$13.24
Laundry* (see Hotel definition)	3	3	Each	\$96.00	\$82.74
Laundromat*	0.8	0.8	Washer	\$25.60	\$20.47
Restaurant*	0.10	0.10	Seat	\$3.20	\$2.76
Trailer Dump Facility*	2	2	Each	\$64.00	\$55.16

\*These fees are additive for each account

**One Time Water and Sewer Fees**

NO.	TITLE/DESCRIPTION	RECOMMENDED CHARGES
WA-2	Water Service Permit	\$50
WA-3	Water Service Construction Main to Curb Stop	Actual Cost
WA-4	Water Backflow Preventers Test	Actual Cost
WA-5	Water Development Impact Fees	\$2,000 per EDU
WA-6	Water Valve Box for Curb Stop Valve	\$0
SW-2	Sewer Service Permit	\$50
SW-3	Sewer Service Construction Main to Property	Actual Cost
SW-4	Sewer Grease Interceptor Inspection	Actual Cost
SW-5	Sewer Development Impact Fee	\$2,000 per EDU

## REQUESTED CHANGES



**To:** Denise Gillespie, Assistant City Clerk  
**From:** Keith Caldwell, City Administrator/Community Services Director  
**Subject:** Community Services/ Business License 2011/2012 Fees and Charges  
**Date:** February 13, 2012  
**General:**

It has been requested to update the current Fees and Charges as stated below for Community Services. There are no proposed changes for Business Licensing.

### Community Services Fees-

#### Request to update Pool Rental and Pool Entry Rates

Our community children thrive partly because of services provided thru the City of Bishop encouraging health and physical fitness. The Community Services Department continues to focus on the goal of providing these services at a low cost. We have managed for the passed several years to maintain the budget knowing we would have much less revenues than expense rates each year. We are asking this year for an increase to help with the continued rise in prices for the supplies needed for maintenance and care of the pool and staff.

#### All Pool Change requests:

Current Fee	Proposed Fees
Youth \$2.00	Youth \$3.00
Youth Pass 10 swims for \$15.00	Pass 10 swims for \$25.00
Adult \$3.00	Adults \$5.00
Adult Pass 5 swims for \$12.00	Pass 5 swims for \$20.00
Lap Swim \$2.00	Lap Swim \$5.00
Season Pass(unlimited use) \$80.00	Season Pass \$120.00
Family Pass 18 swims for \$30	Family Pass 18 swims for \$42.00
Pool Rental \$25 per hour, plus staff cost	Pool Rental \$50 per hour, plus staff cost

Currently our cost for staff time alone is an expense of \$18,144 for one month. This expense for staff time for eight hour days for these months, consists of 5 lifeguards at \$9 per hour, 2 WSI at \$11 per hour, 2 managers at \$12 and our Aquatics Coordinator at \$15.50 per hour.

Revenue estimates are based on an average of 100 swimmers per day that pay a daily rate, 70% children 30 % adults, producing an estimated total revenue for public swim of \$7000 per month. We average 15 regular lap swimmers, if they all paid for two lap swim times per day five days a week, we would see a total revenue of \$750 per month. We sell an average of 6 Lap Swim passes per year, outside of our 15 regulars, at an estimated total of \$720 for the season. An average of 15 Family Passes, 25 Youth Passes and 10 Adult Passes at revenue of \$1455. We also currently allow families and entities the option of renting the pool facility for private parties. The current rate is \$25 per hour just for the pool rental, plus the actual cost of personnel. We would like to see this rate readjusted to \$50 per hour to cover increases in propane, chemical costs and equipment maintenance costs. Outside of school pool parties, we average 15 parties per season. This will give us estimated revenue of \$375.

If these new fees are implemented June 1, 2012 our estimated revenue will only be \$21,875 for the remainder of this season. The City will still have to absorb the remaining expenses of \$23,485 for staff time and the utilities and supplies not supported by the pool rental fee.

The fees requested are set at a cost that does not exceed the amount paid by the City to provide services.

**Field Light Use-**

With an average of 35 requests from private parties for field lights, it costs the City of an average of \$18.96 per hour just to pay for electricity and staff to set and reset the timer. Currently our light fee is \$15.00 per hour. The cost of electricity varies from \$8.00-\$11.25 per hour. It takes one full time staff member about 20 minutes to set and reset the timer, an expense of \$9.33 each request. Staff averages 6 light bulb changes per year at an average cost of \$55 per bulb and approximately 6 hours with one full time staff member and one part-time for maintenance at an estimated expense of \$6.85 per hour.

At an expense of \$25.81 for electricity, staff time for setting the timer and maintenance for the system, the \$20 change request does not exceed the cost to the City to provide this service.

Current Light Usage Fee	Proposed Light Usage Fee
\$15.00 per hour	\$20.00 per hour

DEPARTMENT EXECUTIVE ORDER

FEE AND SERVICE CHARGE REVENUE / COST COMPARISON SYSTEM

I HEREBY STIPULATE that the department has complied with all provisions of the Bishop Municipal Code Chapter 3.22 Fee and Service Charge Revenue/Cost Comparison System in determining the fees and charges for city services for Fiscal Year 2012-2013.

It has been determined the new and current fees and charges for city services do not exceed the costs reasonably borne.

Keith Caldwell  
Department Head Signature

Community Services Department  
Department

February 17, 2012  
Date Submitting Proposed Changes

Keith Caldwell  
Keith Caldwell, City Administrator



**To:** Denise Gillespie, Assistant City Clerk  
**From:** David Grah, Director of Public Works  
**Subject:** Public Works 2012/2013 Fees and Charges Update  
**Date:** 14 February 2012

**General:**

This memo presents the essential elements of the proposed 2012/2013 fiscal year fee and charges update for Public Woks.

Public Works proposes the updates to fees and charges for the 2012/2013 fiscal year as described below and in the attachments. The updates substantially simplify the existing fee structure, better represent the actual costs involved, and result in an increased portion of general fund expenditures being offset by revenues. Water and sewer fees are also updated in accordance with the 2008 rate review.

**Planning:**

Planning revenue in the 2008/2009 through 2010/2011 fiscal years averaged about 1% of budgeted expenditures although only a portion of planning expenditures can be offset by fees. An analysis was made of the time and expense involved in the various activities that have fees. Proposed fees were set based on this assessment and are expected to bring revenues to about 20% of planning expenditures related to those activities that have fees.

In addition to adjusting fees, a number of planning-related fees that are currently numbered as Public Works fees (PW-) are proposed to be renumbered as Planning fees (PL-).

**Building:**

Building revenue in the 2008/2009 through 2010/2011 fiscal years averaged about 17% of budgeted expenditures. Most building expenditures can or should be offset by fees.

Building includes all type of building permits and inspection including those that technically only include plumbing, electrical, or mechanical work. The existing fee structure arrives at fees differently for building than it does for plumbing, electrical, and mechanical work. The existing fee structure for plumbing, electrical, or mechanical work is complicated and does not represent the actual costs involved as accurately as the structure used for building work.

An analysis was made of the time and expense involved in the various activities that have fees. Proposed fees were set based on the analysis and are expected to bring revenues to be about 30% of building expenditures. To better represent actual costs, it is proposed that the fee structure for building work also be used for plumbing, electrical, or mechanical work.

Building fees are currently numbered as Public Works fees (PW-). It is proposed to renumber Building fees (BL-) separately from other Public Works fees (PW-).

**Miscellaneous Public Works:**

Public Works fees that are not related to Planning, Building, Water, or Sewer are currently charged based on actual costs and, in general, a system is in place for tracking and assessing these actual costs. The update proposed for these fees is a renumbering based on some of the fees being reclassified as Planning, Water, and Sewer. Revenue related to these fees is expected to continue to be about 90% of budgeted expenditures.

**Water and Sewer:**

Proposed Water and Sewer fees are from the 2008 Rate Review approved by the City Council. In addition to that update, it is proposed that Water and Sewer fees be renumbered as such (WA- and SW-) from the remaining Public Works fees (PW-)

**Attachments:**

1. Proposed Fee and Fee Language Update for Public Works
2. Related Department Executive Order
3. Public Works Department New Versus Old Fee Comparison

City of Bishop  
2012/2013 Fiscal Year Fee Revision  
Fee and Fee Language Update for Public Works

**Planning Fees**

The fee shall be as described in the following table unless the actual cost is greater. If the actual cost is greater, the fee shall be the actual cost.

	Description	Fee
PL-1	Zone Change Review	\$1,500
PL-2	Variance Review	\$1,000
PL-3	Zone Ordinance Amendment Review	\$1,500
PL-4	Appeals	\$300
PL-5	Use Permit Review and Process	\$1,500
PL-6	Specific Plan Review	\$1,500
PL-7	General Plan Amendment	\$1,500
PL-8	Categorical Exemption	\$120
PL-9	Negative Declaration Review and Process	\$1,500
PL-10	EIR Staff Review	\$2,500
PL-11	Time Extension Review	\$500
PL-12	Tentative Parcel Map Review	\$2,000
PL-13	Tentative Tract Map Review	\$2,500
PL-14	Final Parcel Map Review	\$2,000
PL-15	Final Tract Map Review	\$2,500
PL-16	Certificate of Compliance	\$1,000
PL-17	Lot Line Adjustment Review	\$1,000

**Building Fees**

	Description	Fee
BL-1	Building Permits	See below
BL-2	Residential SMIP Commercial SMIP	0.010% of value 0.021% of value
BL-3	Building Standards Revolving Fund (BSASRF)	\$1.00 for each \$25,000 or portion

1. State-mandated Strong Motion Instrumentation Program (SMIP) and Building Standards Administration Special Revolving Fund (BSASRF) fees do not apply to electrical, mechanical, and plumbing work permitted independent of building work
2. Permits, inspection, and related fees for demolition, grading, building, plumbing, mechanical and electrical shall be the sum of a \$60 administration fee, a valuation fee, and a plan check fee, if required.
3. The valuation fee shall be as described in the following table unless the actual cost is greater. If the actual cost is greater, the valuation fee shall be the actual cost.

Total Valuation	Fee
\$1 to \$500	\$23.50
\$500 to \$2,000	\$23.50 for the first \$500 plus \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$69.25 for the first \$2,000 plus \$14.00 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$391.25 for the first \$25,000 plus \$10.10 for each additional \$1,000, or

City of Bishop  
2012/2013 Fiscal Year Fee Revision  
Fee and Fee Language Update for Public Works

	<b>fraction thereof, to and including \$50,000</b>
\$50,001 to \$100,000	\$643.75 for the first \$50,000 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.15 for each additional \$1,000, or fraction thereof

4. Except as provided below, total valuation shall be determined using International Code Council (ICC) Building Valuation Data current on the permit issue date with a regional modifier of 0.97.
5. For additions, remodels, tenant improvements, reroofing, and for electrical, mechanical, and plumbing done independent of building work, total valuation shall be provided by applicant or determined using standard construction estimating practices.
6. The plan check fee, when required, shall be 65% of the valuation fee unless the actual cost is greater. If the actual cost is greater, the plan check fee shall be the actual cost.
7. Investigation permitting of un-permitted work shall be charged at 2 times the cost of the permit had the work been properly permitted.
8. Actual cost shall include additional cost of re-inspection.
9. Actual cost for work outside of normal business hours shall be based on 2 hours minimum.

**General Public Works Fees**

	<b>Description</b>	<b>Fee</b>
PW-1	Snow Removal	Not used
PW-2	Administration and Abatement of Weeds and Refuse	Actual Cost
PW-3	Right of Way Abandonment Request Process	Actual Cost
PW-4	Street Sweeping	\$130 per hour
PW-5	Storm Drain Maintenance	Actual Cost
PW-6	Street Patching	Actual Cost
PW-7	Large Format Plots and Maps	Actual Cost
PW-8	Encroachment Permit for other than construction	Actual Cost
PW-9	Encroachment Permit for construction	
	1. \$50,000 or less of work	0.5%, \$20 minimum
	2. More than \$50,000 work	\$250 plus 0.1%

**Water and Sewer Fees**

**Definitions:** For the purposes of water and sewer fees:

1. "Account" is a financial designation that usually equates to one water and one sewer service connection to one dwelling, premises, or customer and is used in accounting and billing.
2. "Bar" means bar with alcoholic beverage license.

City of Bishop  
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Fee and Fee Language Update for Public Works

3. "Dwelling" means a place of residence with a connection for water service to the city water system.
4. "Hotel," shall include "motels," "rooming houses," "boarding houses," "lodging houses" and "guest homes" and shall be as defined in the Health and Safety Code of the state. Hotel fees include fees for any hotel laundry facility used solely by employees for hotel linen.
5. "Island" means one or two fuel dispensing positions usually with a choice of fuels dispensed from one or more hoses and associated with a public restroom. Fueling satellites controlled from an island are considered part of that island.
6. "Manager's quarters" means a room or apartment occupied and used exclusively by the manager of a hotel, rooming house, motel, mobile home park, trailer park or recreational trailer park.
7. "Mobile home park," "trailer park" and "recreational trailer park" shall be defined as defined in the Health and Safety Code of the state.
8. "Multiple Family Residence" includes condominiums; apartment houses; mobile homes; and recreational vehicles and trailers in parks.
9. "Premises" means a lot, parcel of land, building or establishment.
10. "Restaurant" does not include hospital food service.
11. "Seat" means number of permitted seats or actual seats, whichever is greater.
12. "EDU" means Equivalent Dwelling Unit and relates various water and sewer fees to those for a single family residence.

**Monthly Water and Sewer Fees**

The minimum fees for any account equate to fees for 1 EDU. For non-residential uses not listed, fees shall equate to 1 EDU per toilet or equivalent.

Description	EDU		Per	Monthly Fee	
	Water	Sewer		Water (WA-1)	Sewer (SW-1)
Single Family Residence	1	1	Each	\$32.00	\$27.58
Multiple Family Residence	0.8	0.8	Unit	\$25.60	\$22.06
Church*	1	1	Each	\$32.00	\$26.59
Church Recreation Hall*	1	1	Each	\$32.00	\$26.59
Hospital*	1/3	1/3	Bed	\$10.67	\$9.19
Convalescent Home	1/3	1/3	Bed	\$10.67	\$9.19
Lodge or Meeting Hall*	1	1	Each	\$32.00	\$26.59
Hall Bar*	1	1	Each	\$32.00	\$26.59
Public School	0.04	0.04	Student	\$1.28	\$0.99
Other School	0.032	0.032	Student	\$1.02	\$0.79
Fairgrounds	7	7	Each	\$224.00	\$186.10
Gas Station*	0.4	1.90	Island	\$12.80	\$52.40
Self Serve Car Wash*	3	3	Stall	\$96.00	\$61.17
Beauty or Barber Shop	1	1	Each	\$32.00	\$27.58
Bar*	0.08	0.08	Seat	\$2.56	\$2.21

City of Bishop  
 2012/2013 Fiscal Year Fee Revision  
 Fee and Fee Language Update for Public Works

Hotel Manager's Quarters*	1	1	Each	\$32.00	\$27.58
Hotel Room*	0.25	0.48	Each	\$8.00	\$13.24
Laundry* (see Hotel definition)	3	3	Each	\$96.00	\$82.74
Laundromat*	0.8	0.8	Washer	\$25.60	\$20.47
Restaurant*	0.10	0.10	Seat	\$3.20	\$2.76
Trailer Dump Facility*	2	2	Each	\$64.00	\$55.16

\*These fees are additive for each account

**One Time Water and Sewer Fees**

	Description	Fee
WA-2	Water Service Permit	\$50
WA-3	Water Service Construction Main to Curb Stop	Actual Cost
WA-4	Water Backflow Preventers Test	Actual Cost
WA-5	Water Development Impact Fees	\$2,000 per EDU
WA-6	Water Valve Box for Curb Stop Valve	\$0
SW-2	Sewer Service Permit	\$50
SW-3	Sewer Service Construction Main to Property	Actual Cost
SW-4	Sewer Grease Interceptor Inspection	Actual Cost
SW-5	Sewer Development Impact Fee	\$2,000 per EDU

City of Bishop  
2012/2013 Fee Update

20 December 2011

Public Works Department New Versus Old Fee Comparison

NEW ID	NEW DESCRIPTION	FEE	OLD ID	OLD DESCRIPTION	OLD FEE
<b>Planning</b>					
PL-1	Zone Change Review	\$1,500	PL-1	Zone Change Review	Actual Cost
PL-2	Variance Review	\$1,000	PL-2	Valrance Review	\$175
PL-3	Zone Ordinance Amendment Review	\$1,500	PL-3	Zone Ordinance Amendment Review	Actual Cost
PL-4	Appeals	\$300	PL-4	Appeals	1/2 Original Fee
PL-5	Use Permit Review and Process	\$1,500	PL-5	Use Permit Review and Process	\$175 plus actual cost
PL-6	Specific Plan Review	\$1,500	PL-6	Specific Plan Review	Actual Cost
PL-7	General Plan Amendment	\$1,500	PL-7	General Plan Amendment	Actual Cost
PL-8	Categorical Exemption	\$120	PL-8	Categorical Exemption	\$50
PL-9	Negative Declaration Review and Process	\$1,500	PL-9	Negative Declaration Review and Process	\$225 plus Actual Cost
PL-10	EIR Staff Review	\$2,500	PL-10	EIR Staff Review	\$400 plus actual cost
PL-11	Time Extension Review	\$500	PL-11	Time Extension Review	Actual Cost
PL-12	Tentative Parcel Map Review	\$2,000	PW-11	Tentative Parcel Map Review	\$450 plus Actual Cost
PL-13	Tentative Tract Map Review	\$2,500	PW-12	Tentative Tract Map Review	\$550 plus Actual Cost
PL-14	Final Parcel Map Review	\$2,000	PW-13	Final Parcel Map Review	Actual Cost
PL-15	Final Tract Map Review	\$2,500	PW-14	Final Tract Map Review	Actual Cost
PL-16	Certificate of Compliance	\$1,000	PW-15	Certificate of Compliance	\$275 plus Actual Cost
PL-17	Lot Line Adjustment Review	\$1,000	PW-16	Lot Line Adjustment Review	\$225 plus Actual Cost
<b>Building</b>					
BL-1	Building Permits	See Description	Various	See Note	Various
BL-2	Residential SMIP Commerical SMIP	0.010% of value 0.021% of value	PW-44	Strong Motion Instrumentation Program (SMIP) 1. Residential 2. Commercial	No Change
BL-3	Building Standards Revolving Fund (BSASRF)	\$1.00 for each \$25,000 or portion	PW-45	Building Standards Administration Special Revolving Fund - State-Mandated	No Change
<b>Miscellaneous Public Works</b>					
PW-1	Show Removal	Not used	PW-8	Snow Removal	No Change
PW-2	Administration and Abatement of Weeds and Refuse	Actual Cost	PW-9	Administration and Abatement of Weeds and Refuse	No Change
PW-3	Right of Way Abandonment Request Process	Actual Cost	PW-19	Right of Way Abandonment Request Process	No Change
PW-4	Street Sweeping	\$130 per hour	PW-21	Street Sweeping	No Change
PW-5	Storm Drain Maintenance	Actual Cost	PW-22	Storm Drain Maintenance	No Change
PW-6	Street Patching	Actual Cost	PW-36	Street Patching	No Change
PW-7	Large Format Plots and Maps	Actual Cost	PW-37	Large Format Plots and Maps	No Change
PW-8	Encroachment Permit for other than construction	Actual Cost	PW-40	Encroachment Permit for other than construction	No Change
PW-9	Encroachment Permit for construction 1. \$50,000 or less of work 2. More than \$50,000 work	0.5%, \$20 minimum \$250 plus 0.1%	PW-41	Encroachment Permit for construction 1. \$50,000 or less of work 2. More than \$50,000 work	No Change
PW-10	Drainage Development Impact Fees	\$0	PW-43	Drainage Development Impact Fees	No Change
<b>Water</b>					
WA-1	Monthly Water	See table	PW-26	Monthly Water	No Change
WA-2	Water Service Permit	\$50	PW-24	Water Service Permit	\$20
WA-3	Water Service Construction Main to Curb Stop	Actual Cost	PW-25	Water Service, Main Line to Curb Stop	No Change
WA-4	Water Backflow Preventers Test	Actual Cost	PW-27	Testing Backflow Preventers	No Change
WA-5	Water Development Impact Fees	\$2,000 per EDU	PW-28	Water Development Impact Fees	No Change
WA-6	Water Valve Box for Curb Stop Valve	\$0	PW-29	Water Valve Box for Curb Stop Valve	No Change
<b>Sewer</b>					
SW-1	Monthly Water	See table	PW-31	Monthly Water	No Change
SW-2	Sewer Service Permit	\$20	PW-32	Sewer Service Permit	\$20
SW-3	Sewer Service Construction Main to Property	Actual Cost	PW-33	Sewer Service, Main Line to Property Line	No Change
SW-4	Sewer Grease Interceptor Inspection	Actual Cost	PW-34	Inspection of Grease Interceptor	No Change
SW-5	Sewer Development Impact Fee	\$2,000 per EDU	PW-35	Sewer Development Impact Fee	No Change
<b>Eliminated</b>					
			PW-18	Home Occupation Review	\$0
			PW-20	State Highway Sweeping	Per Contract
			PW-23	Earthquake Fault Zone Studies and Peer Review	Actual Cost
			PW-30	Hydrant Flow Test	\$50

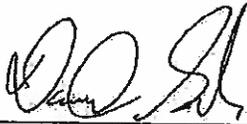
Note: The new fee BL-1, Building Permits, replaces the old fees PW-1, Building Permit Fees, PW-2, Plumbing Permit Fees, PW-3, Mechanical Permit Fees, PW-4, Electrical Permit Fees, PW-5, Other Inspections, PW-6, Building Relation Inspection, PW-7, Building Demolition Inspection and Utility Location, PW-38 and 39, Grading Permit, and PW-42, Development Site Work.

DEPARTMENT EXECUTIVE ORDER

FEE AND SERVICE CHARGE REVENUE / COST COMPARISON SYSTEM

I HEREBY STIPULATE that the department has complied with all provisions of the Bishop Municipal Code Chapter 3.22 Fee and Service Charge Revenue/Cost Comparison System in determining the fees and charges for city services for Fiscal Year 2012-2013.

It has been determined the new and current fees and charges for city services do not exceed the costs reasonably borne.



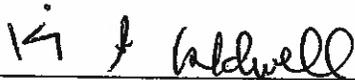
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Department Head Signature

Public Works

\_\_\_\_\_  
Department

21 December 2011

\_\_\_\_\_  
Date Submitting Proposed Changes



\_\_\_\_\_  
Keith Caldwell, ~~Interim~~ City Administrator

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

**SUBJECT: 2012-2013 State Budget – Sunrise Mobile Home Park**

DATE: March 26, 2012

Attachments: Proposed State of California - Sunrise Mobile Home Park Budget (6 Months)

BACKGROUND/SUMMARY

The Community Service Director and staff have completed the 2012-2013 Sunrise Mobile Home Park State Budget (6 months), and are ready for submittal.

Per State guidelines, the city is requested to provide a detailed budget by the end of April of each year.

RECOMMENDATION

City Council consideration to approve the 2012-2013 State Budget – Sunrise Mobile Home Park.

**Rental Housing Construction Program (RHCP) - Original  
PROPOSED OPERATING COSTS**

Reporting Period: 07/01/2012 to 12/22/2012

Contract No: 80-RCH-021  
Project Name: Sunlite Mobile Home Park  
Prepared by: Keith Caldwell, Comm. Serv. Director  
Date Prepared: 03/01/2012

Units/Sq. Ft. - Assisted: 16  
Units/Sq. Ft. - Total: 41

ACCOUNT NAME	Account Codes	Proposed Budget	Proration Percentage	Assisted Units	Non-Assisted	Commercial	Proposed Total Budget	Unit months: 492	
								Assisted	Commercial
<b>MANAGEMENT FEE: 6200/6300</b>	6320	7,222	39.00%	2,817	4,405	0	7,222		
<b>ADMINISTRATIVE EXPENSES: 6200/6300</b>									
1 Management Fee or Sponsor Overhead		78	39.00%	30	48	0	78		
2 Advertising	6210	0	0.00%	0	0	0	0		
3 Apartment Resale Expense (Cooperatives)	6235	0	0.00%	0	0	0	0		
4 Other Renting Expenses	6250	0	0.00%	0	0	0	0		
5 Office Salaries	6310	170	39.00%	66	104	0	170		
6 Office Supplies	6311	0	0.00%	0	0	0	0		
7 Office or Model Apartment Rent	6312	4,550	39.00%	1,775	2,775	0	4,550		
8 Manager or Superintendent Salaries	6330	2,400	39.00%	936	1,464	0	2,400		
9 Manager's or Superintendent's Rent Free Unit	6331	122	39.00%	78	122	0	200		
10 Legal Expense - Project	6340	1,288	39.00%	502	786	0	1,288		
11 Audit Expense - Project	6350	275	39.00%	107	168	0	275		
12 Bookkeeping Fees/Accounting Services	6351	360	39.00%	140	220	0	360		
13 Telephone and Answering Service Expenses	6360	0	0.00%	0	0	0	0		
14 Bad Debt Expense	6370	0	0.00%	0	0	0	0		
15 Miscellaneous Administrative Expenses (specify)	6390	0	0.00%	0	0	0	0		
<b>16 TOTAL ADMINISTRATIVE EXPENSE:</b>	<b>6200/6300T</b>	<b>9,321</b>	<b>0.00%</b>	<b>3,635</b>	<b>5,686</b>	<b>0</b>	<b>9,321</b>		
<b>UTILITIES EXPENSE: 6400</b>									
17 Fuel Oil/Coal	6420	0	39.00%	0	0	0	0		
18 Electricity	6450	1,288	39.00%	502	786	0	1,288		
19 Water	6451	6,129	39.00%	2,390	3,739	0	6,129		
20 Gas	6452	773	39.00%	301	472	0	773		
21 Sewer	6453	5,281	39.00%	2,060	3,221	0	5,281		
<b>22 TOTAL UTILITIES EXPENSE:</b>	<b>6400T</b>	<b>13,471</b>	<b>0.00%</b>	<b>5,254</b>	<b>8,217</b>	<b>0</b>	<b>13,471</b>		
<b>OPERATING AND MAINTENANCE EXPENSES: 6500</b>									
23 Janitor and Cleaning Payroll	6510	0	0.00%	0	0	0	0		
24 Janitor and Cleaning Supplies	6515	515	39.00%	201	314	0	515		
25 Janitor and Cleaning Contract	6517	0	0.00%	0	0	0	0		
26 Exterminating Payroll/Contract	6519	800	39.00%	312	488	0	800		
27 Exterminating Supplies	6520	0	0.00%	0	0	0	0		
28 Garbage and Trash Removal	6525	1,000	39.00%	390	610	0	1,000		
29 Security Payroll/Contract	6530	0	0.00%	0	0	0	0		
30 Grounds Payroll	6535	0	39.00%	0	0	0	0		
31 Grounds Supplies	6536	773	39.00%	301	472	0	773		
32 Grounds Contract	6537	1,185	39.00%	462	723	0	1,185		
33 Repairs Payroll	6540	0	0.00%	0	0	0	0		
34 Repairs Material	6541	0	0.00%	0	0	0	0		
35 Repairs Contract	6542	515	39.00%	201	314	0	515		
36 Elevator Maintenance/Contract	6545	0	0.00%	0	0	0	0		
37 Heating/Cooling Repairs and Maintenance	6546	1,288	39.00%	502	786	0	1,288		
38 Swimming Pool Maintenance/Contract	6547	0	0.00%	0	0	0	0		
39 Snow Removal	6548	0	0.00%	0	0	0	0		
40 Decorating Payroll/Contract	6560	0	0.00%	0	0	0	0		
41 Decorating Supplies	6561	2,163	39.00%	844	1,319	0	2,163		
42 Vehicle and Maintenance Equipment Operation/Repairs	6570	0	0.00%	0	0	0	0		
43 Misc. Operating and Maintenance Expenses (specify)	6590	7,033	39.00%	2,743	4,290	0	7,033		
<b>44 TOTAL OPERATING &amp; MAINTENANCE EXPENSE:</b>	<b>6500T</b>	<b>15,272</b>	<b>0.00%</b>	<b>5,956</b>	<b>9,316</b>	<b>0</b>	<b>15,272</b>		



**Rental Housing Construction Program (RHCP) - Original  
PROPOSED OPERATING COSTS**

Contract No: 80-RCH-021 Reporting Period: 07/01/2012 to 12/22/2012 Units/Sq. Ft. - Assisted: 16  
 Project Name: Sunrise Mobile Home Park Units/Sq. Ft. - Total: 41  
 Prepared by: Keith Caldwell, Comm. Serv. Director  
 Date Prepared: 03/01/2012 Unit months: 492

ACCOUNT NAME	Account Codes	Proposed Budget	Proration Percentage	Assisted Units	Non-Assisted	Commercial	Proposed Total Budget
<b>TAXES AND INSURANCE: 6700</b>							
45 Real Estate Taxes	6710	300	39.00%	117	183	0	300
46 Payroll Taxes (Project's Share)	6711	0	0.00%	0	0	0	0
47 Misc. Taxes, Licenses and Permits	6719	0	0.00%	0	0	0	0
48 Property and Liability Insurance (Hazard)	6720	2,500	39.00%	975	1,525	0	2,500
49 Fidelity Bond Insurance	6721	0	0.00%	0	0	0	0
50 Worker's Compensation	6722	0	0.00%	0	0	0	0
51 Health Insurance/Other Employee Benefits	6723	1,350	39.00%	527	824	0	1,350
52 Other Insurance	6729	0	0.00%	0	0	0	0
<b>53 TOTAL TAXES AND INSURANCE:</b>	<b>6700T</b>	<b>4,150</b>	<b>0.00%</b>	<b>1,619</b>	<b>2,532</b>	<b>0</b>	<b>4,150</b>
<b>ASSISTED LIVING/BOARD &amp; CARE EXPENSES: 6900</b>							
54 Food	6932	0	0.00%	0	0	0	0
55 Recreation and Rehabilitation	6980	0	0.00%	0	0	0	0
56 Rehabilitation Salaries	6983	0	0.00%	0	0	0	0
57 Other Service Expenses	6980	0	0.00%	0	0	0	0
<b>58 TOTAL ASSISTED LIVING EXPENSES</b>	<b>6900T</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>59 SUBTOTAL OPERATING COSTS:</b>		<b>49,436</b>		<b>19,280</b>	<b>30,156</b>	<b>0</b>	<b>49,436</b>
<b>60 CONTINGENCY RESERVE (RHCP-O Only):</b>		<b>1,483</b>		<b>578</b>	<b>905</b>	<b>0</b>	<b>1,483</b>
<b>61 TOTAL OPERATING COSTS</b>		<b>50,919</b>		<b>19,858</b>	<b>31,061</b>	<b>0</b>	<b>50,919</b>

**SIGNATURES:**

Management Agent \_\_\_\_\_ By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Borrower \_\_\_\_\_ By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Sponsor (Local Agency) \_\_\_\_\_ By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

**SUBJECT: GENERAL PLAN 2011 ANNUAL PROGRESS REPORT**

DATE: MARCH 26, 2012

Attachments: Annual Progress Report submitted by Public Services Officer

The attached Annual Progress Report for the General Plan is a requirement mandated by the State. The report provides pertinent information to the Office of Planning and Research on the City's General Plan.

RECOMMENDATION:

Review the Annual Progress Report and if appropriate, accept the General Plan 2011 Annual Progress Report and authorize submittal to the Governor's Office of Planning and Research.

MEMORANDUM

Date: March 19, 2012

To: Keith Caldwell, City Administrator

From: Gary Schley, Public Services Officer 

Subject: General Plan 2011 Annual Progress Report

**Background:** The General Plan Annual Progress Report provides the City Council with information regarding the implementation of the General Plan. It provides pertinent information to the Office of Planning and Research to identify necessary modifications and improvements to the General Plan Guidelines.

**Recommendation:** Review the Annual Progress Report and recommend acceptance of the General Plan 2011 Annual Progress Report by the City Council and submission of the report to the Governor's Office of Planning and Research and to the State Department of Housing and Community Development.

**Attachment:** General Plan 2011 Annual Progress Report



# 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

## General Plan 2011 Annual Progress Report

### Introduction

The City of Bishop is required by State law to have a legally adequate General Plan (Government Code sec. 65300 et seq), which primarily addresses the physical development of the City. As part of its General Plan, the City must include the following seven elements 1) Land Use, 2) Circulation, 3) Housing, 4) Conservation, 5) Open Space, 6) Noise, 7) Safety (sec. 65301(c)). The City's General Plan also includes three optional elements Economic Development, Public Services/Facilities and Parks/Recreation.

State law further requires the preparation of an annual progress report to the City Council, the Governors Office of Planning and Research (OPR) and the State Housing and Community Development Department (sec. 65400(b)). The purpose of the report is to provide the City Council and state agencies with an update on the City's progress towards implementing the General Plan in accordance with adopted goals, policies and action items. It is for the purposes of meeting these requirements that this document has been prepared and submitted.

### Background

The City of Bishop is the only incorporated City in Inyo County with a geographic area of approximately two square miles and a current population of three thousand five hundred fifty one (3551). The 2000 Census data reported a population for Bishop of three thousand five hundred seventy five (3575) which reflects zero to negative growth the past ten years. City population growth, housing and job generation have been consistent with no anticipated growth or job generation. Bishops City Council, Planning Commission, Sewer and Water Advisory Committee and Parks and Recreation Advisory Committee hold regular meetings encouraging implementation of the General Plan and its various elements.

### Analysis

Progress toward an update of the City of Bishop General Plan Mobility Element was ongoing during 2011 with the anticipated completion and approval by the City Council in February of 2012. The City initiated an application for a Sustainable Communities Planning Grant with the intent to update the General Plans Land Use Element, Economic Development Element, Public Services and Facilities Element, and Open Space and Conservation Element. Submittal of the grant application is anticipated in early 2012. There were no General Plan amendments implemented during the calendar year 2011.

The following discussion summarizes the status and the implementation progress of individual Elements during the calendar year 2010.

### **Land Use Element**

The Land Use element designates the location and extent of land categories such as housing, business, industry, public facilities and open space. It includes policies and a land use map. The progress towards implementation of the Land Use Element includes the continued processing of development applications throughout the community.

### **Mobility**

The purpose of the Mobility Element is to define how the City will serve the mobility needs of residents, businesses, and visitors while protecting its environmental, economic, and natural resources. The Mobility Element sets out the desired goals and strategies for enhancing mobility in and near the City. The improvement of existing facilities and the construction of new facilities can further the purpose of the Mobility Element. During the 2011 calendar year, the city:

- Completed most work on an update of the Circulation Element (to be called Mobility Element) of the Bishop General Plan.
- Constructed Road Improvement Project A. Project A replaced pavement and construct new curb, gutter, sidewalk, and made other improvements on three city streets
- Continued environmental work on the Seibu to School Bike Path.
- Completed environmental work on the Pine to Park Path project using a new alignment.
- Worked on right of way acquisition on Wye Road Intersection Improvement project.
- Obtained funding for Warren Street Improvements project.
- Started design on the Sneden Street Improvements.
- Performed street maintenance including filling potholes, sealing cracks, painting, and signs.
- Participated in monthly meetings of the Inyo Local Transportation Commission.
- Responded to proposal to allow off highway vehicles on city streets.

### **Housing**

The City's growth is constrained on all four sides: on the north, east and south by properties owned by other public entities; and the west by the Bishop Paiute Indian Reservation.

Bishop has approximately four hundred acres of undeveloped land of varying zoning designations. However, the City is constrained in planning for their future use because these lands are owned by other public entities and are not available for development. Existing available residential vacant land within the City limits is minimal. In a sense, these constraints require the City to emphasize compact development; that is, there are very limited locations the City may grow. No development applications were processed during the 2011 planning year.

A. Progress in Meeting the City's Share of Regional Housing Needs for 2009 Housing Element Planning Period 2009 – 2017

The following information is provided to comply with progress report requirements of the Government Code in regard to meeting the City's share of regional housing needs for the draft 2009 Housing Element planning period 2009-2017.

- 26 units very low income households.
- 15 units low income households.
- 19 units moderate income households.
- 50 units above moderate income households.

Table B (attached) provides a detailed summary of Bishop's progress in meeting regional housing needs for the 2009 Housing Element planning period. The information in the table shows the number of residential units that have been built and units that have been rehabilitated.

As shown in Table B, the City is at the beginning of the 2009 - 2017 RHNA planning period which shows 16 housing units being built or rehabilitated. During this planning year no new units were constructed and fourteen (8) (32 actual) were rehabilitated. The rehabilitated units were within the low, moderate and above moderate income levels. The total needed units are considered by income category. The City has a remaining need of 94 units for the 2009 - 2017 planning period. The State Department of Housing and Community Development allows limited credit toward meeting the Regional Housing Need Analysis numbers incorporated into the City's Housing Element for rehabilitation projects. Criteria were set establishing what a rehabilitated unit is. A combination of items to be considered are weatherization, such as a new roof, new windows, weatherproofing, high efficiency mechanical equipment, ventilation, new electrical services and electrical equipment and updated plumbing systems. The State allows a 1:4 ratio for rehabilitated units. The rehabilitated units in Table B reflect the 1:4 ratio.

IMACA performed minimal or partial rehabilitation of 36 dwelling units in the low and very low income levels within City of Bishop during 2011. Of these 36 partial rehabs none where include as part of the 1:4 housing unit/rehabilitated unit ratio. These partial rehabilitations consisted of weatherization, insulated window replacement, energy efficient hot water heaters and space heating units, electrical and plumbing repairs.

**Table B**

**Regional Housing Needs Allocation Progress**

**Permitted Units Issued by Affordability**

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.		RHNA Allocation by Income Level										Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		2009	2010	2011	2012	2013	2014	2015	2016	2017			
Very Low	Deed Restricted	26										26	
	Non-deed restricted												
Low	Deed Restricted	15										9.5	
	Non-deed restricted		1.5	1	3						5.5		
Moderate	Deed Restricted	19										10.5	
	Non-deed restricted		2.5	2	4						8.5		
Above Moderate		50	1	1							2	48	
Total RHNA by COG. Enter allocation number:		110											
Total Units			4	4							16	94	
Remaining Need for RHNA Period													

### **B. 2009 Housing Element**

The 2009 General Plan Housing Element was adopted April 21, 2010 by the Bishop City Council. Progress is being made toward meeting the goal and policies of the 2009 Housing Element. In April of 2011 the City Council adopted Ordinance No. 534, adding Section 17.08.115 to Chapter 17.08 and adding a new Chapter 17.38 to the Bishop Municipal Code regarding an "Emergency Shelter Combining District" and Ordinance No. 535, amending the zoning map to establish an "Emergency Shelter Combining District". The City initiated several studies regarding and establishing a Supportive and Transitional Housing ordinance and an ordinance allowing residential single room occupancy within commercial zones.

### **Conservation / Open Space**

The purpose of the Conservation and Open Space Element is to identify goals, objectives and policies for the management, preservation and conservation of open space and natural resources. The progress toward implementation includes ongoing review of development projects for conformance to the Conservation/Open Space Element.

### **Noise**

The Noise Element is a guide to be used to identify and mitigate problems which may result from excessive noise levels. The Noise Element also serves as a guideline for compliance with the State's noise insulation standards. The progress toward implementation of this element includes ongoing control of excessive noise in accordance with the Bishop Municipal Code Sec 8.12 Noise Control.

### **Safety**

The Safety Element identifies goals, objectives and policies for the protection and safety of the general public concerning air quality, seismic and geologic hazards, flooding, hazardous materials, and wildland fires. The progress toward implementation of this Element includes ongoing review of development projects for conformance to the Safety Element.

### **Public Services/Facilities**

The purpose of the Public Facilities and Services Element is to set forth policies for the provision of services that are essential to assure the public health and safety. These services include domestic water supply, treatment, and distribution, wastewater collection, treatment, and disposal, building safety, fire protection and police. During the 2011 calendar year, the city:

- Through three construction projects, constructed about 1,500 feet of new water line on Third, Elm, Second, and Iris Streets.
- As part of Road Improvement Project A, constructed about 1,100 feet of new sewer line on Third and Elm Streets.
- Continued work on a SCADA (Supervisory Control and Data Acquisition) system for the city water and sewer systems.

- Performed normal water maintenance and operation activities including repairing water leaks, replacing fire hydrants, exercising systems valves, testing backflow devices, and conducting water quality tests.
- Performed normal sewer maintenance and operation activities including cleaning and video-inspecting sewers, repairing collapsed lines, clearing blockages, inspecting grease interceptors, and constructing manholes.
- Continued updates to the city Geographic Information System (GIS).

### **Parks/Recreation**

The Parks and Recreation Element establishes goals and policies to identify parks and recreational resources and suggest ways in which additional recreational needs can be satisfied, and guide the acquisition and development of future parks and recreational areas.

Parks and Recreation Mission Statement – To offer and promote recreational, educational and volunteer opportunities in a fun, safe, well maintained environment to persons of all ages. Thereby, promoting good health, teamwork and accentuating a positive quality of life. During the 2011 calendar year, the City's Parks and Recreation:

- Continued safety related projects and facility upgrades.
- Added (2) new Heaters to the Auditorium.
- Added a heat exchanger to the City Park Swimming Pool.
- Rebuilt (3) of the 4 baseball fields using volunteer labor.
- Re-construction/dedication of Memorial Gazebo.
- Facilitated the Community Garden Project at the City Park and continuation of Garden Project in Sunrise Mobile Home Park.
- Received a \$26,000 grant for the implementation of the "Everybody Swims" Program, offering free swim lessons to over 200 children under 5 years old.
- Received a \$5,000 grant and began Phase 1 of the City Park Arboretum.
- Created a "Friends of the Park Program" for citizen volunteers – over 40 volunteers.
- Collaboration with the following committees, work groups and organizations – Community Garden Committee, Inyo County Collation on Youth Obesity, National Association of Youth Sports, California Parks and Recreation Society, Continuation of the Tree Forum, Youth Sports Council and Bishop and Mammoth High Schools.
- Programs, Events and Services;
  - Programs*
  - Adult - Softball, Basketball, Volleyball, Self Defense, Cardio-Fitness, Swim Lessons, Water Aerobics, Tennis, Dog Obedience, Art, Bocce.
  - Children – Self Defense, Tennis, Gymnastics, Art, Swim Team, Swim Lessons, Home Street Ski Program, 4H Bike Program,
  - Events*
  - Mule Days and Labor Day Arts & Crafts Festival, Community Band Concerts, Trunk or Treat, Farmer's Market, Softball Tournaments, Tennis Tournaments,

Weddings, Pavilion Rentals, Rainbow Days, Big Day in the Park (4<sup>th</sup> of July), Eggstraganza, Skate and Bike Jam, Lighting of the New Children's Christmas Tree, Doggy Dash Fundraiser, Kids Night Out.

*Camps*

Summer Fun, Baseball, Basketball, Soccer, Tennis, Gymnastics.

Hearings and Actions  
January 2011 through December 2011

<b>DATE</b>	<b>ACTION</b>
1/10/11	<b>Road Improvement Project A Construction Contract</b> - The City Council approved to award the Road Improvement Project construction contract to Qualcon, authorize the use of Proposition 1 money to fully fund construction option 1, authorize necessary budget adjustments and authorize the expenditure of up to \$966,602.36 through the contract with Qualcon.
1/24/11	<b>First Five of Inyo County Grants</b> – The City Council voted to approve the request of the Community Services Department to seek grant funding through First 5 of Inyo County for Child Health, Child Development, Quality Care/Early Childhood Education and Family Function programs.
1/25/11	<b>Emergency Shelter/Housing Element update</b> – The Planning Commission discussed the proposed amendment to the Zoning Regulations and official Zoning District Map to include “Emergency Shelter”. No action taken. A public open house will be scheduled for citizen input.
2/14/11	<b>Resolution 11-01.</b> The City Council voted to adopt by title only a Resolution of the City Council of the City of Bishop approving amendment of Section 2.2 of the Joint Powers Agreement of the Eastern Sierra Transit Authority.
2/22/11	No Planning Commission Meeting
2/28/11	<b>Water Storage Tank</b> – The City Council voted to approve a contract for consultant services on the new Water Storage Tank project not to exceed \$29,900.

**LiDar** – The City Council approved the execution of a contract for Light Detection and Ranging Data Collections and Provision Project in an amount not to exceed \$46,562.

**Water Line Project** – The City Council approved the advertisement of bids for the North Second Street Water Line Project.

**First Five Grants** – The City Council voted to approve the execution of an agreement between the County of Inyo and the City of Bishop Parks and Recreation for the provision of School Readiness Services.

3/14/11 **Resolution 11-02** – The City Council voted to adopt by title only, a resolution of the City Council of the City of Bishop reciting the fact of the general municipal election of March 8, 2011 declaring the result and such other matters as provided by law.

3/28/11 **Initial Study and Negative Declaration** – The City Council adopted the proposed amendment to City Zoning Regulations and Official Zoning District Map relating to Emergency Shelters.

**General Plan Update** – The City Council approved the development of the scope of work and released a request for proposals for preparation of an Economic Development Element for the General Plan.

3/29/11 **Amend Zoning Map** – The Planning Commission voted to recommend to the City Council amendment to Chapter/Section 17.38 of the Zoning Ordinance to provide provisions for an Emergency Shelter combining District and Amending the Zoning Map to establish an Emergency Shelter Combining District, and to adopt proposed Ordinance 534 and Ordinance 535.

4/11/11 **Amending City Zoning Ordinance** – The City Council approved the first reading of Draft Ordinance 534 by title only an Ordinance of the City Council of the City of Bishop, adding Section 17.08.115 to Chapter 17.08 and adding a new chapter 17.38 to the Bishop Municipal Code regarding “Emergency Shelter Combining District”.

**Amendment to Zoning Map** – The City Council approved the introduction of draft Ordinance 535 by title only an Ordinance of the City Council of the City of Bishop, amending the Zoning Map of the City of Bishop to establish an Emergency Shelter combining District, incorporated by reference in Section 17.04.050 of the City of Bishop Municipal Code.

**Second Street Water Line Project** – The City Council voted to award the bid for the Second Street Water Line to Rivers Edge Construction in the amount not to exceed \$63,790.65.

**Environmental Site Assessment** – The City Council voted to award the consulting services contract to provide the Environmental Site Assessment for property located at the southwest corner of Maclver and Spruce Streets to Anderson Environmental in an amount not to exceed \$2,200.

4/25/11

**Ordinance 534** – The City Council adopted Ordinance No. 534 by title only, an Ordinance of the City Council of the City of Bishop, adding Section 17.08.115 to Chapter 17.08 and adding a new Chapter 17.38 to the Bishop Municipal Code regarding an “Emergency Shelter Combining District”.

**Ordinance 535** – The City Council adopted Ordinance No. 535 by title only, an Ordinance of the City Council of the City of Bishop, amending the zoning map to establish an “Emergency Shelter Combining District”, incorporated by reference in Section 17.04.050 of the City of Bishop Municipal Code.

**Water Improvement Project** – The City Council authorized advertisement for construction bids for the Church Street Water Improvement Project.

**Intersection Project** – The City Council approved the execution of Contract Amendment No. 3 for the Wye Road Intersection Improvement Project not to exceed \$114,800.

4/26/11

No Planning Commission Meeting.

5/9/11

**Water Improvement Project** – The City Council awarded the Iris Street Water Improvements Project construction contract to Conspec and authorized the expenditure including a 5 percent construction contingency of up to \$48,914.25 through the contract.

5/23/11

**CDBG Application** – The City Council adopted Resolution No. 11-04 approving an application for funding and the execution of a Grant Agreement and any amendments thereto from the Planning and Technical Assistance allocation of the State Community Development Block Grant Program.

**Negative Declaration** – The City Council voted to adopt the Negative Declaration and file a Notice of Determination that the proposed project at 336 Hammond Street would not have significant cumulative impacts, or substantial adverse impacts on human beings, fish or wildlife or sensitive species or cultural resources.

- 5/31/11 **Conditional Use Permit** – The Planning Commission approved the Conditional Use Permit at 336 Hammond Street, located in a C-1 zone, to allow occupancy for a studio-furniture workshop, operated with no more than 3 artisans and to set aside the minimum parking requirements.
- 6/13/11 **Resolution 11-05** - The City Council adopted Resolution No. 11-05 by title only, a Resolution of the City Council of the City of Bishop appropriating fund balances pursuant to Article XIIB of the California Constitution (Proposition 4).
- 6/27/11 **Water Line Project** – The City Council voted to increase the authorized expenditure from \$63,790.65 to \$70,753.00 through the construction contract for the North Second Street Water Improvement Project.
- 6/28/11 No Planning Commission Meeting
- 7/11/11 No planning issues.
- 7/25/11 **Wastewater Treatment Plant Project** – The City Council approved a work order for Wastewater Treatment Plant Headworks Improvement Project in an amount not to exceed \$9,000 and \$19,000 for total project.
- 7/26/11 **General Plan Update** – Bauer Environmental Consulting gave a slide show presentation to the City Council and Planning Commission of the Draft Mobility Element which is one of the required elements of the General Plan. The contents reviewed by those attending included: Purpose and Scope; Mobility Element Transportation Report; Roadway Component' Opportunity Areas; Other Transportation Modes; Goals, Policies and Implementing Actions. This was information only and not action was taken.
- 8/8/11 **Ordinance 536** – The City Council adopted Ordinance 536 by title only, an ordinance of the City Council of the City of Bishop repealing Bishop Municipal Code Chapter 15.20 entitled "Flood Damage Prevention and Ordinance Nos. 432 and 450, and adding a new chapter 15.20 entitled "Flood Damage Prevention" in its entirety.
- Water Tank Cleaning** – The City Council approved the execution of a contract to inspect, clean and repair the City of Bishop water tank and authorized the expenditure not to exceed \$4,800.00.
- 8/22/11 **Road Improvement Project A** – The City Council voted to increase the authorized expenditure amount for this project to be funded from the Proposition1B balance.

**Negative Declaration Addendum** – The City Council voted to adopt the Addendum to the July 27, 2000 Negative Declaration for the Wye Road Improvement Project in order to update the Wye Road Storm Drain Project.

**Wye Road Storm Drain Project** – The City Council voted to approve the request to advertise for bids for the Wye Road Storm Drain Project.

8/30/11 **Conditional Use Permit** – The Planning Commission approved the Conditional Use Permit to place one storage container at 137 East South Street which is located in a C-1 district with the conditions of no electrical, lighting or signage allowed.

9/12/11 **Cal Recycle Grant** – The City Council approved submittal of a Cal Recycle application for up to \$26,000 to purchase tire-derived materials for City Park playgrounds.

9/26/11 **Wastewater Treatment Plant** – The City Council approved the execution of the Preventative Maintenance Agreement for the Wastewater Treatment Plant boiler in the amount of \$6,931.00.

9/27/11 **Conditional Use Permit** – The Planning Commission approved the Conditional Use Permit to place one storage container at 131 East South Street with the conditions of no electrical service, no lighting, and no signage and the container is to be painted to match existing facility.

10/11/11 No Planning issues.

10/24/11 **Mitigated Negative Declaration** – The City Council approved to adopt the Mitigated Negative Declaration and authorize the filing of a Notice of Determination on the Pine to Park Path Project.

10/25/11 No Planning Commission Meeting

11/14/11 **Park Sewer Reconstruction Project** – The City Council approved the request to advertise for construction bids for the Park Sewer Reconstruction Project and authorized the \$100,000.00 expenditure.

**Warren Street Improvement Project** – The City Council approved the release of the Request for Proposals for the consultant services for the Warren Street Improvement Project.

**SCADA** – The City Council approved Amendment 3 to the contract with Stantec Incorporated for the implementation of Supervisory Control and Data Acquisition (SCADA) at Well 1.

**Water Storage Tank** – The City Council approved the execution of Work Order 2 for consultant services related to correction the lack of positive pressure in the waterline leading from Well 4 to the existing water storage tank.

11/28/11 **Sewer Trunk Replacement Project** – The City Council authorized the release of the Request for Proposals for consultant services for the Sewer Trunk Replacement Project.

11/29/11 **General Plan Update** – David Grah, City of Bishop Director of Public Works, discussed the final draft to the Mobility Element with the Planning Commission and responded to comments recently received.

12/12/11 **Negative Declaration** – The Radio-Controlled Vehicle Race Track at the City Park was referred back to staff for further study on the dust and noise levels to address concerns and challenges expressed during the public hearing and correspondence.

**Park Sewer Reconstruction** – The City Council approved to award the bid for the Park Sewer Reconstruction Project to Conspec Incorporated; authorize the execution of the construction contract; and authorize the expenditure of up to \$87,276.00 through the contract.

**Headworks Improvement Project** – The City Council approved the execution of Work Order 3 with the Frost Company for the Sewer Plant Headworks Improvement Project and authorize this expenditure not to exceed \$5,000.00.

**GIS Grant** – The City Council approved the release of the Request for Proposals to hire a consultant for the third Planning and Technical Assistance grant for the GIS update and authorize the budget adjustment for the twenty five percent (25%) cash match in the amount of \$8,750.00 to be funded by matching amounts from unbudgeted water and sewer reserves.

12/26/11 No City Council Meeting

12/27/11 No Planning Commission Meeting

### **Business License**

There were 93 new business license applications reviewed and approved in 2011. Forty-five of these applications were businesses located within the City of Bishop. There are 782 businesses that are licensed to conduct business within the City of Bishop.

### **Building Permits**

There were 134 building permits application reviewed and issued in 2011. Of these permits reviewed, 0 for new single-family residential dwelling units, 0 for multi-family residential dwelling units, 17 for residential remodel improvements, 19 re-roof permits (12 residential re-roofs), 65 for various electrical / plumbing / mechanical improvements (of these 65 permits 43 were for residential improvements), 20 commercial occupancy permits (tenant improvements), 6 sign permits and 1 demolition permit, 2 photovoltaic solar permits, 1 accessibility improvement permit and 1 temporary facility permit.

### **Website**

Municipal (Zoning) Code and General Plan information can be located at the City of Bishop website at [www.ca-bishop.us](http://www.ca-bishop.us). Active CEQA documents are available on the City's website. In addition, Planning Commission and City Council agendas and minutes are posted on the City's website. The City's website is under continuous development with regular additions.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

**SUBJECT: DWP LEASE BL-1481 – PARKING LOT LEASES**

DATE: MARCH 26, 2012

Attachments: Correspondence from LADWP received March 12, 2012  
Lease No. 1481 between DWP and City of Bishop

BACKGROUND/SUMMARY

The new five-year lease for eight city parking lots has been received from the Department of Water and Power Bishop Office. This lease was held over for review by the LADWP since it expired June 30, 2008.

The lease has been reviewed by the City Attorney and sent for review by the California JPIA Risk Management.

RECOMMENDATION

Consider approval of the LADWP Lease BL-1481 for the city parking lots and authorize the execution of the document by the City Administrator.



ANTONIO R. VILLARAIGOSA  
Mayor

Commission  
THOMAS S. SAYLES, *President*  
ERIC HOLOMAN, *Vice-President*  
RICHARD F. MOSS  
CHRISTINA E. NOONAN  
JONATHAN PARFREY  
BARBARA E. MOSCHOS, *Secretary*

RONALD O. NICHOLS  
General Manager

RECEIVED  
MAR 12 2012  
CITY OF BISHOP

March 7, 2012

City of Bishop  
377 West Line Street  
Bishop, CA 93514

Dear Lessee:

PROPOSED LEASE: BL-1481  
COMMENCING: March 1, 2012  
TERM: five years  
RENT: \$2000 per year effective March 1, 2012;  
\$2040 per year effective March 1, 2013;  
\$2080 per year effective March 1, 2014;  
\$2122 per year effective March 1, 2015;  
\$2164 per year effective March 1, 2016  
LOCATION: Various locations in the City of Bishop – California

Enclosed are four copies of your proposed lease covering the period of March 1, 2012, through February 28, 2017. The property is to be used as seven sites for public parking lots.

It is the policy of the Los Angeles Department of Water and Power (LADWP) that upon the award of a lease, the Lessee must provide evidence of insurance that conforms to the insurance requirements of the lease agreement. Insurance requirements are explained in detail in the lease under Article II, Section 11 (*Insurance*) and as contained in the *Contract Insurance Requirements* (attached to this agreement and designated as *Exhibit B*), which specifically outlines the types and amounts of coverage required for this lease. Said evidence must be on file with the Risk Management section in order to commence tenancy under this lease.

Information on our insurance program is available on the website for LADWP's Risk Management section (<http://www.ladwp.com/ladwp/cms/ladwp005363.jsp>) or you may contact LADWP's Evidence of Insurance Clerk at (213) 367-4674. In addition, in the near future you will be receiving correspondence directly from Risk Management detailing further instructions regarding insurance compliance.

Also in your lease, Article I, Subsection 4.2 (*Rent Payment*) provides that billing for rent payments shall be for the convenience of the Lessee and is not required of the Lessor; however, after the proposed lease has been approved, we plan to provide you with billing statements.

### Water and Power Conservation . . . a way of life

□ Bishop, California mailing address: 300 Mandich Street • Bishop, CA 93514-3449 • Telephone: (760) 873-0208 • Fax (760) 873-0266  
111 North Hope Street, Los Angeles, CA 90012-2607 • □ Mailing address: Box 51111 • Los Angeles, CA 90051-0100  
Telephone: (213) 367-4211 • Cable address: DEWAPOLA

City of Bishop  
Page 2  
March 7, 2012

Please review the enclosed lease in its entirety. If the lease meets with your approval, please sign four copies and return three signed copies to 300 Mandich Street, Bishop, California 93514-3449, attention Real Estate. You may keep the fourth copy for your temporary records. After the proposed lease has been approved, a fully executed copy will be returned to you.

Complete processing of a lease is time consuming; therefore, it would be helpful if you would return the signed copies within 15 days. After we receive the signed copies of the lease, the copies will be forwarded to our General Manager for his approval.

If any portion of this letter, or any clauses or particulars of the proposed lease are not fully understood, please write to our office at the above-noted address, or you may reach our Real Estate office by phone at (760) 873-0370.

Sincerely,



Clarence E. Martin  
Assistant Aqueduct Manager

DSM:rjm

Enclosures (four lease copies; **three to be signed and returned to Bishop**)

c w/o enc: Real Estate

**LEASE NO. 1481**

**BETWEEN**

**CITY OF BISHOP**

**AND**

**THE CITY OF LOS ANGELES  
DEPARTMENT OF WATER AND POWER**

## ARTICLE I. SPECIFIC TERMS AND PROVISIONS

The Department of Water and Power of the City of Los Angeles, hereinafter Lessor, and:

### City of Bishop

hereinafter Lessee, agree as follows:

1. **LEASED PREMISES:** Lessor leases to Lessee the premises located at various locations in the City of Bishop, Inyo County, California, more particularly shown on the drawing marked *Exhibit A*, attached hereto and made a part hereof.
2. **TERM:** The term of this lease, upon approval by the Board of Water and Power Commissioners, or their designee(s), shall be from March 1, 2012 through February 28, 2017, for a term of five years, unless sooner terminated as herein provided.
3. **DESIGNATED USE:** The subject premises shall be used as seven sites for public parking lots only, and for no other purpose.
4. **RENT:**
  - 4.1. Rent Schedule – Plus All Taxes:
    - 4.1.1. *Base Rent Schedule:*
      - 4.1.1.1. Lessee agrees to pay to Lessor the base rents as set forth in the schedule below during the term of this lease:
        - effective March 1, 2012 - \$2000 per year;
        - effective March 1, 2013 - \$2040 per year;
        - effective March 1, 2014 - \$2080 per year;
        - effective March 1, 2015 - \$2122 per year;
        - effective March 1, 2016 - \$2164 per year.
      - 4.1.1.2. Such amounts shall be payable, in advance, on the first day of each rental period.
    - 4.1.2. *Taxes:* In addition to the base rent, Lessee shall pay to Lessor a sum equal to the total amount of all taxes or general or special assessments of whatever nature levied or assessed upon the leased premises and which Lessor shall have paid or be obligated to pay, relative to the subject property for the fiscal year (July 1 through June 30) then current.
  - 4.2. Rent Payment:
    - 4.2.1. Lessee agrees to pay all rent, or any other amount due under the terms of this lease, promptly when due and without deduction, offset, prior notice, or demand, to the Department of Water and Power, 300 Mandich Street, Bishop, California 93514-3449. **All payments shall reference Account No. 16785.**
      - 4.2.1.1. Prompt payment shall mean payment at the office of Lessor not more than five (5) days after the due date for the rent as set forth in this lease. Rent due and not paid promptly shall be deemed delinquent.

- 4.2.2. Lessor is not required to make any demand on the Lessee for the payments, whether on the premises or elsewhere. Billing for any payment shall be for the convenience of the Lessee and not required of the Lessor.
- 4.2.3. Rent not paid when due shall bear interest from due date until paid, at the rate of 10/12<sup>th</sup> of 1% per month (10% per annum) from the date rent is due. Said sum shall be deemed additional rent.
- 4.2.4. If any check offered by the Lessee in payment of rent or any other amount due under this agreement is returned for any reason other than that caused by the Lessor's negligence, Lessee shall pay to Lessor a check return processing charge in the amount of Thirty and No/100 Dollars (\$30.00).

**5. NOTICES:**

- 5.1. Any notice to be given hereunder by either party to the other shall be in writing, and either served personally or sent by prepaid first-class mail. Any such notice shall be addressed as follows:

To Lessor:

Los Angeles Department of Water and Power  
Real Estate Section  
300 Mandich Street  
Bishop, California 93514-3449

To Lessee:

City of Bishop  
377 West Line Street  
Bishop, CA 93514

- 5.2. Or to such other address as Lessor and Lessee may hereafter designate by written notice. Notice shall be deemed communicated within twenty-four (24) hours from the time of mailing if mailed as provided in this paragraph.

## ARTICLE II. STANDARD TERMS AND PROVISIONS

### 1. LIMITATIONS/RESERVATIONS:

- 1.1. Limitations on Use of Leased Premises: Lessee shall not use the premises, nor any portion thereof, for any purpose other than that hereinabove set forth in Article 1 without first having had and obtained the written consent of the Board of Water and Power Commissioners of the City of Los Angeles (Board), whose consent may be withheld in the Board's sole discretion.
- 1.2. Reservations: This lease is subject to all existing uses, all matters of record, and to the reservations hereinafter set out.
  - 1.2.1. There is excepted from this lease and reserved to the Lessor all water and water rights, whether surface, subsurface, or of any other kind; and all water and water rights appurtenant or in anywise incident to the lands or premises leased herein, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water and water rights.
  - 1.2.2. There is also excepted and reserved to the Lessor the right to use, operate, and maintain any ways, waterways, ditches, pipelines, canals, wells, and appurtenances thereto, or desirable in connection therewith, together with the right to grant easements, rights of way, licenses, and permits for other purposes that will not unreasonably interfere with Lessee's use of the premises.

### 2. IMPROVEMENTS:

- 2.1. Lessee Improvements and Alterations:
  - 2.1.1. Lessee shall make no structural improvements, additions, or alterations in, to or upon the leased premises without first obtaining the written consent of the Aqueduct Manager of the Los Angeles Department of Water and Power (Manager). Any conditions, restrictions, or limitations placed upon the approval by the Lessor shall be conditions of this lease as though fully set forth herein once the document is fully executed by both parties. Lessee shall hold the Lessor harmless from liability with respect to any claims regarding any improvements, additions, or alterations made thereto.
  - 2.1.2. Prior to the construction of any improvements, Lessee shall submit to Lessor's Real Estate Section in Bishop, California (Real Estate Section), for concept approval, the preliminary plans and estimated construction cost for such improvements. Said approval, subject to the conditions set forth herein, shall be given in writing, in a reasonably timely manner. Upon approval by the Manager of Lessee's preliminary plans, Lessee shall prepare working drawings and specifications, which shall be true and correct developments of the preliminary plans so approved. Lessee shall then submit a written request for construction approval and a minimum of two (2) complete sets of said approved working drawings and copies of the specifications to the Real Estate Section for written approval by the Manager. Manager's written approval and any conditions related to the construction of the improvements or alterations shall become a part of the

lease as though fully set forth herein once the document is fully executed by both parties. Upon receipt of approval, Lessee shall cause the construction called for by the approved working drawings and specifications to be commenced and completed promptly. No substantial changes, additions, or alterations shall be made in said working drawings or specifications, or in the construction called for thereby, without first obtaining the Manager's approval in writing. Upon completion of the improvements, Lessee shall furnish to the Real Estate Section, at no charge, one complete set of "as-built" drawings. These drawings must include any applicable permit numbers, the structural and other improvements installed by Lessee in the leased premises, and the location and details of installation of all improvements, equipment, utility lines, heating, ventilating, and air-conditioning ducts and related matters. Lessee shall keep said drawings current by updating them in order to reflect any changes or modifications, which may be made in or to the leased premises.

- 2.1.3. For each and every construction or alteration project undertaken on the leased premises, Lessee shall prepare a construction report. This report shall contain the following elements: (1) type of improvement constructed or altered; (2) floor area or capacity of improvement constructed or altered; (3) total cost of construction or alteration; (4) completion date for construction or alteration; and (5) a copy of the certificate of occupancy. The construction report shall be mailed to the Lessor at the address provided in this lease in Article I, Section 5 (*Notices*), not later than sixty (60) days following completion of the construction or alteration.
- 2.1.4. Lessee shall also keep the leased premises and any improvements constructed thereon free and clear of liens for labor and material expended by or for Lessee or on its behalf in accordance with Article II, Section 3 (*Liens*).

2.2. Ownership of Improvements:

- 2.2.1. During the term the property is leased, title to all structures, improvements, facilities, or alterations constructed or installed by Lessee shall be vested to Lessee. Upon the termination of the lease tenancy, said structures, improvements, facilities, or alterations, other than machines, equipment, trade fixtures, and similar installations of a type commonly removed without structural damage to the leased premises, shall become a part of the land upon which they are constructed, or of the building to which they are affixed, and title thereto shall thereupon vest in the Lessor unless, however, Lessor may request Lessee to remove some or all of said structures, improvements, facilities, or alterations, in which case Lessee shall promptly remove said items at Lessee's sole cost and expense. In the event the removal of any fixture damages any part of the leased premises, Lessee shall repair such damage and restore the leased premises to as good condition as the same was in prior to said damage, reasonable wear and tear excepted.
- 2.2.2. During the term of this lease, title to all structures, improvements, facilities, or alterations constructed or installed by Lessee for which Lessee has been reimbursed by the Lessor shall thereupon vest in the Lessor.

2.2.3. Upon vesting of title to said structures, improvements, facilities, or alterations in the Lessor, Lessor shall be entitled to additional reasonable rent, fees and/or other charges, as determined by the Board, and Lessee shall be obligated to pay same for as long as Lessee occupies said structures, improvements, facilities and alterations.

2.3. Damage to or Destruction of Improvements:

2.3.1. If, during the term of this lease, any buildings, structures, or improvements on the leased premises, whether such improvements are Lessee- or Lessor-owned, are partially or totally destroyed from a risk covered by the insurance described in Article II, Section 11 (*Insurance*), herein, thereby rendering said leased premises partially or totally inaccessible or unusable, such destruction shall not automatically terminate this lease, and Lessee, unless otherwise directed by the Lessor, shall be obligated to restore the leased premises to substantially the same condition as they were immediately before destruction. Approval from the Lessor for reconstruction of such improvements shall be in accordance with Article II, Subsection 2.1 (*Lessee Improvements and Alterations*) of this lease and shall not unreasonably be withheld.

2.3.2. If, during the term of this lease, any improvements on the leased premises, whether such improvements are Lessee- or Lessor-owned, are partially or totally destroyed from a risk not covered by the insurance described in Article II, Section 11 (*Insurance*), herein, thereby rendering said leased premises partially or totally inaccessible or unusable, such destruction shall not automatically terminate this lease. If, however, the cost of restoration exceeds ten percent (10%) of the full replacement value of improvements, as said value existed immediately before said destruction, Lessee may, at Lessee's option, terminate this lease by giving written notice to the Lessor within sixty (60) days from the date of destruction. If Lessee elects to terminate as above provided, Lessee shall be obligated, unless otherwise directed by the Lessor, to demolish all damaged improvements and remove all debris from the leased premises at Lessee's sole cost. If Lessee fails to exercise its right to terminate this lease, this lease shall continue in full force and effect for the remainder of the term specified herein and Lessee shall restore the leased premises to substantially the same condition as they were in immediately before destruction. Approval from the Lessor for reconstruction of such improvements shall be in accordance with Article II, Subsection 2.1 (*Lessee Improvements and Alterations*) of this lease and shall not unreasonably be withheld.

2.3.3. Lessee expressly waives the provisions of Civil Code Sections 1932.2 and 1933.4.

3. **LIENS:** During the term of this lease, the fee interest in the real property underlying the leased premises shall not be used as security for any loans or mortgages nor otherwise have any liens placed on it. Additionally, Lessee shall keep any Lessor-owned improvements on the leased premises free and clear of any liens or other encumbrances. By way of specification without limitation, Lessee shall keep the leased premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Lessee, and shall indemnify, hold harmless, and defend the Lessor from any liens and encumbrances arising out of any work performed or materials furnished by or at the request of Lessee. In the event that Lessee does

not, within thirty (30) calendar days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, the Lessor shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause upon ten (10) business days prior written notice to Lessee the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. All such sums paid by the Lessor and all expenses incurred by it in connection therewith, including costs and attorney's fees, shall be paid by Lessee to the Lessor on demand. Nothing in this section shall be construed to limit any rights of Lessee to use its leasehold interest as security for any loans to the extent that such use is permitted under this lease. Nothing in this section shall be construed to place any obligations upon Lessee with respect to liens, loans, or mortgages placed upon the leased premises by the Lessor, its Board, City officers, agents, or employees.

**4. MODIFICATION TO SIZE OF LEASED PREMISES:** It is mutually agreed that land not exceeding ten percent (10%) of the total area of the premises herein leased may be added to or deleted from said leased premises upon approval of the Manager and without requiring additional action by the Board of Water and Power Commissioners unless the modification involves an amount in excess of \$150,000 per year, in which case prior Board approval shall be required. In all instances said changes shall become effective immediately upon written notice to Lessee. The amount of rent payable under this lease shall be increased or decreased on a pro rata basis to reflect any such addition to or deletion of lands.

**5. SIGNS:**

- 5.1. No identification signs pertaining to Lessee's operations shall be installed or placed in or on the leased premises until Lessee has submitted to the Real Estate Section drawings, sketches, design dimensions, and type and character of such identification signs proposed to be placed thereon or therein and has received written approval from the Real Estate Section. The Real Estate Section's written approval and any conditions related to the subject signs shall become a part of the lease as though fully set forth herein once the document is fully executed by both parties.
- 5.2. Other than approved identification signs, Lessee shall not, at any time, under any circumstances, install, place, or maintain any type of advertising, on the leased premises.

**6. LAWS, RULES, AND REGULATIONS:**

- 6.1. Lessee shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.
- 6.2. Lessee shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations and/or restrictions related to its use or operation of the leased premises, or with any ordinances, statutes, laws, orders, directives and or conditions.

**7. CARE, MAINTENANCE, AND REPAIR OF LEASED PREMISES:**

**7.1. Care of Premises:**

- 7.1.1. Lessee is the current tenant and has examined the premises, knows the condition thereof, and accepts possession thereof in its present condition

relying solely on its own inspection and not on any representations that may have been made by the Lessor or any of its agents.

- 7.1.2. Lessee agrees at its cost to keep the premises in good, clean, orderly, and sanitary condition, and shall not commit nor allow to be committed any waste, nuisance, or disposal of hazardous material or wastes upon the premises. Lessee further agrees to remove from the leased premises anything placed or stored there which Lessor considers to be undesirable or unsightly.
- 7.1.3. Any restoration of or repairs to the premises made necessary by the installation or removal of any structure, personal property, alteration, or trade fixture owned, placed, attached, or installed by Lessee on the premises shall be made at Lessee's sole cost and expense.

7.2. Maintenance and Repair:

- 7.2.1. As part of the consideration for this lease, Lessee agrees, at all times hereunder and at its own expense, to keep, maintain, paint, and repair the leased premises and all improvements thereon, if there be any whether owned by Lessor or Lessee, in as good and substantial condition and state of repair as the same now are or in such improved condition as the same may hereafter be placed, reasonable wear and tear and damages by causes beyond Lessee's control excepted, except that regardless of the present condition or state of repair and regardless of the reasonableness or cause of wear, tear, or damages, Lessee shall keep and maintain, at all times hereunder and at its own expense, the premises and all improvements and facilities thereon in as good condition and repair as may be necessary for the safety of all persons who may lawfully enter thereupon.
- 7.2.2. If Lessee fails to so maintain or repair the leased premises, the Lessor may serve a "Notice to Cure" upon Lessee. Said Notice shall prescribe the work to be accomplished by Lessee in order to correct the maintenance deficiencies and shall state the number of calendar days Lessee shall have to complete the work as prescribed in the Notice. The period of "calendar days" in said Notice shall commence ten (10) days following Lessor's deposit of said Notice in the mail. In addition, a copy of the "Notice to Cure" shall be posted on the leased premises in a conspicuous place.
  - 7.2.2.1. If, in the opinion of the Lessor, any default is of such nature that it cannot physically be corrected within the period originally specified by the Lessor, and if the party in default has responded with a course of action and has commenced to remedy such default promptly after the receipt of such Notice, and shall continuously and diligently proceed in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete the same.
  - 7.2.2.2. If the work prescribed in the "Notice to Cure" is not completed by Lessee in a manner reasonably satisfactory to the Lessor, and Lessee fails to correct such work within the time specified by the Lessor in the mailed Notice, or as set forth in Article II, Subsection 7.2.2.1 above, the Lessor may, at its sole option,

and at Lessee's sole cost and expense, enter upon the leased premises and perform whatever work may, in the opinion of the Lessor, be required to correct the maintenance deficiencies. If the Lessor exercises this option, Lessee shall pay to the Lessor a sum equal to the direct cost of labor and materials expended for said work, plus a surcharge equal to fifty percent (50%) of said direct cost. Payment shall be made within thirty (30) days of the date of the Lessor's invoice date for such costs and charges.

7.2.3. In the absence of a written agreement to the contrary, Lessor shall not be required at any time to maintain, paint, or make repairs, improvements, alterations, or additions on or to the leased premises. Lessor reserves the right, however, at any time to perform such maintenance or make such repairs or perform such other acts on or to the premises as shall be by Lessor deemed necessary for the preservation of any portion thereof, or the protection of Lessor's investment therein, and the further right to remove trees, weeds, and other things which Lessor may deem to be unsightly or undesirable; but such works performed by Lessor shall constitute, in no event, a waiver of Lessee's obligation hereunder to keep said premises in good repair and free from rubbish, noxious weeds, and other unsightly matter.

7.2.4. **Lessee waives the provisions of Civil Code Sections 1941 and 1942 with respect to the Lessor's obligations for tenantability of the premises and Lessee's right to make repairs and deduct the expenses of such repairs from rent.**

\_\_\_\_\_  
LESSEE INITIALS

7.2.5. Should Lessor make or perform any repairs, removals, or maintenance, or agree at the request of Lessee to perform maintenance, repairs, alterations, construction, or other works of improvement on the leased premises, Lessor may, at its option, perform such works and either bill Lessee for the entire costs of same, which Lessee agrees to pay on demand, or Lessor may, upon thirty (30) days' written notice to Lessee, increase the lease rental by an amount necessary for Lessor to recover all or part of the cost of such works, as Lessor shall determine, over the remaining term of this lease, or any lesser portion thereof as Lessor shall determine.

7.3. **Tree Maintenance:** Lessee shall spray trees as needed for pest control, and maintain and trim trees for safe condition near buildings. No tree shall be cut down without the Lessee first receiving written permission from the Lessor to do so.

7.4. **Burn Permits:** Lessee shall not burn off any part of the premises without a burning permit first being obtained from Lessor and any other regulatory authority having jurisdiction; and Lessee, at all times and at its own expense, shall do all things reasonably necessary to protect said premises from fire and fire hazards.

## 8. DISABLED ACCESS:

8.1. Lessee shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access to improvements on the leased premises, including any services,

programs, or activities provided by Lessee. Lessee shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Lessee's noncompliance.

- 8.2. Should Lessee fail to comply with Subsection 8.1, then the Lessor shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Lessee will then be required to reimburse the Lessor for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

## 9. HAZARDOUS SUBSTANCES:

9.1. Indemnification – Environmental: Lessee, on behalf of itself and its successors, assigns, and sub-lessees, further undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the Lessor, defend by counsel satisfactory to the Lessor the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties (including, but not limited to, costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties, and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including Lessee employees, contractors, customers, invitees, and agents, or persons who enter onto the premises, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non-performance or breach by Lessee of any term and/or condition of this agreement, relating directly or indirectly to the release or spill of any legally designated hazardous material or waste, resulting from or incident to the presence upon or performance of activities by Lessee or its personnel with respect to the subject area/property covered under this agreement, on the part of the Lessee, or Lessee's officers, agents, employees, or sub-lessees of any tier, regardless of any negligence on the part of Indemnitees, except for the sole active negligence or willful misconduct of the Indemnitees. It is the specific intent of this paragraph that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this agreement that give rise to future claims, even if the actual claim comes against the Indemnitees after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement.

9.2. Survival of Obligations: This Section 9, and the obligations herein, shall survive the expiration or earlier termination of this lease.

10. **LESSOR'S RIGHT OF ACCESS AND INSPECTION**: The Lessor, by and through its officers, employees, agents, representatives, and contractors, shall have the right at all reasonable times and in a reasonable manner, upon notice to Lessee, to enter upon the leased premises for the purpose of inspecting the same or for doing any act or thing that the Lessor may be obligated or have the right to do under this lease, or otherwise, and no abatement of rental shall be claimed

by or allowed to Lessee by reason of the exercise of such rights. In the exercise of its rights under this Section, the Lessor, its officers, employees, agents, and contractors shall not unreasonably interfere with the conduct of Lessee's business on the leased premises as herein authorized.

## 11. INSURANCE:

- 11.1. Additional Insured Status Required: Lessee shall procure at its own expense, and keep in effect at all times during the term of this lease, the types and amounts of insurance specified on the attached *Exhibit B (Contract Insurance Requirements)*. The specified insurance shall also, either by provisions in the policies, by the Lessor's own endorsement form, or by other endorsement attached to such policies, include and insure the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, its Board of Water and Power Commissioners, and all of its officers, employees, and agents, their successors and assigns, as additional insureds (except for Professional Liability and Workers' Compensation), against the area(s) of risk described herein as respects Lessee's acts or omissions in its performance of the lease, use and occupancy of the premises hereunder, or other related functions performed by or on behalf of Lessee. Such insurance shall not limit or qualify the liabilities and obligations of the Lessee assumed under the lease.
- 11.2. Severability of Interests and Cross Liability Required: Each specified insurance policy (other than Workers' Compensation and Employers' Liability and Property coverages) shall contain a Severability of Interest and Cross Liability clause that states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability"; and a Contractual Liability Endorsement that shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."
- 11.3. Primary and Non-Contributory Insurance Required: All such insurance shall be Primary and Noncontributing with any other insurance held by the Lessor where liability arises out of, or results from, the acts or omissions of Lessee, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Lessee. Any insurance carried by the Lessor, which may be applicable, shall be deemed to be excess insurance and the Lessee's insurance is primary for all purposes despite any conflicting provision in the Lessee's policies to the contrary.
- 11.4. Deductibles Subject to Lessor's Discretion: Deductibles and/or self-insured retentions shall be at the sole risk of the Lessee. Lessor shall have no liability for any premiums charged for such coverage(s). The inclusion of the Department of Water and Power of the City of Los Angeles, its Board of Water and Power Commissioners, and all of its officers, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Lessee in its operations.
- 11.5. Proof of Insurance for Renewal or Extension Required: At least ten (10) days prior to the expiration date of any of the policies required on the attached *Exhibit B (Contract Insurance Requirements)*, documentation showing that the insurance coverage has been renewed or extended shall be filed with Lessor. If such coverage is canceled or not renewed, Lessee shall, within fifteen (15) days of such cancellation or non-renewal, file with Lessor evidence that the required insurance has been reinstated or provided through another insurance company or companies.

- 11.6. Submission of Acceptable Proof of Insurance and Notice of Cancellation: Lessee shall provide proof to the Risk Manager of the Department of Water and Power of the City of Los Angeles of all specified insurance and related requirements either by use of Lessor's own endorsement form(s) or by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager and the Office of the City Attorney. The documents evidencing all specified coverages shall be filed with Lessor prior to Lessee beginning operations or occupying the premises hereunder. Said proof shall contain, at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the protection begins for the Lessor, and the insurance carrier's name. Such documents shall bear an original signature of an authorized representative of said carrier(s). Required policies shall provide for notice of cancellation or non-renewal by mail to: The Office of the City Attorney, Water and Power Division, Post Office Box 51111, JFB – Room 340, Los Angeles, California 90051-0100.
- 11.7. Claims-Made Insurance Conditions: Should any portion of the required insurance be on a "Claims Made" policy, the Lessee shall, at the policy expiration date following the lease term, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended two (2) years discovery period has been purchased on the expiring policy.
- 11.8. Failure to Maintain and Provide Proof as Cause for Termination: Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of the lease, upon which Lessor may immediately terminate or suspend the lease.
- 11.9. Sub-Contractor Compliance: The Lessee shall be responsible for all Lessee's sub-contractors providing work hereunder carrying reasonable and prudent coverages and limits.
- 11.10. Periodic Right to Review/Update Insurance Requirements: Lessor and Lessee agree that the insurance policy limits specified on the attached *Exhibit B (Contract Insurance Requirements)* may be reviewed for adequacy annually throughout the term of this lease by the Risk Manager/City Attorney, who may thereafter require Lessee to adjust the amounts and types of insurance coverage(s) to whatever extent the Risk Manager/City Attorney deems to be adequate and necessary. Lessor reserves the right to have submitted to it, upon request, all pertinent information about the agent(s) and carrier(s) providing such insurance, including applicable license(s) and ratings.

12. **LESSOR HELD HARMLESS / INDEMNIFICATION:** In addition to the requirements of Article II, Section 11 (*Insurance*) herein, Lessee acknowledges that it has inspected the premises, knows the condition thereof, and on behalf of itself and its successors, assigns and sub-lessees undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the Lessor, defend by counsel satisfactory to the Lessor, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including but not limited to Lessee's employees, contractors, customers, invitees and agents, or persons who enter onto the premises, or damage (including environmental damage) or destruction or loss of

use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to this agreement or to the premises covered under this agreement, regardless of any negligence on the part of Indemnitees, except for the sole active negligence or willful misconduct of the Indemnitees. It is the specific intent of this paragraph that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this agreement that give rise to future claims, even if the actual claim comes against the Indemnitees after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement.

### 13. CITY OF LOS ANGELES ORDINANCE-MANDATED PROVISIONS

- 13.1. Non-Discrimination: During the term of this lease, the Lessee shall not discriminate in its employment practices against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, sexual orientation, age disability, marital status, domestic partner status, or medical condition. Any subleases shall contain a like nondiscrimination clause. The applicable provisions of Executive Order No. 11246 of September 24, 1965; Part 60-741 of 41 CFR pertaining to handicapped workers, including 60-741.4 Affirmative Action Clause; and Sections 10.8 to 10.13 of the Los Angeles Administrative Code pertaining to nondiscrimination in employment in the performance of City contracts are incorporated herein by reference and made a part hereof as if they were fully set forth herein.
- 13.2. Affirmative Action Plan: Lessee shall have, as per Los Angeles Administrative Code Section 10.8.4, an Affirmative Action Plan on file with the Director of Corporate Purchasing Services. Lessee's Plan shall be submitted on the Lessor's form, available from the Director of Corporate Purchasing Services.
- 13.3. Child Support Assignment Orders: Lessee shall comply with Section 10.10, of the Los Angeles Administrative Code ("Child Support Assignment Orders"). Lessor requires all lessees and sublessees entering into a contract with Lessor to comply with all reporting requirements and court-ordered wage earning assignments.
- 13.4. Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance: Under provisions of Section 10.36 et seq., and Section 10.37 et seq. of the Los Angeles Administrative Code, all employers (except where specifically exempted) under contracts primarily for the furnishing of services to or for the Lessor and that involve an expenditure in excess of \$25,000 and a contract term of at least three months; leases; licenses; or, certain recipients of Lessor financial assistance, shall comply with all applicable provisions of the Ordinances. Lessor shall have the authority, under appropriate circumstances, to terminate the contract and otherwise pursue legal remedies that may be available, if Lessor determines that the subject contractor or financial recipient violated the provisions of the referenced Code Section.
- 13.5. Equal Benefits Ordinance: This lease is subject to Section 10.8.2.1 of the Los Angeles Administrative Code related to equal benefits to employees. Lessee agrees to comply with the provisions of Section 10.8.2.1.
- 13.6. Slavery Disclosure Ordinance: This lease is subject to the applicable provisions of the Slavery Disclosure Ordinance (SDO) Section 10.41, et seq., of the Los Angeles Administrative Code. Unless otherwise exempt in accordance with the provisions of this Ordinance, Lessee certifies that it has complied with the applicable provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, Lessee has the authority, under appropriate circumstances, to

terminate this lease and otherwise pursue legal remedies that may be available to Lessor if Lessor determines that the Lessee failed to fully and accurately complete the SDO affidavit or otherwise violated any provision of the SDO.

## 14. TAXES

### 14.1. General:

14.1.1. Lessee shall pay any and all taxes of whatever character that may be levied or charged upon Lessee's improvements, fixtures, equipment, or other property thereon or upon Lessee's use thereof.

14.1.2. Lessee shall also pay all license or permit fees necessary or required by law or regulation for the conduct of Lessee's business or use of the leased premises.

14.1.3. If a claim is made against the Lessor for any of the above charges, the Lessor shall promptly notify Lessee in writing; provided, however, that failure by the Lessor to give such notice shall not constitute a waiver of Lessee's obligation to pay such taxes, license and/or permit fees.

14.2. Special Assessments: In the event any special assessments or taxes are levied against the leased premises by a district, special district, assessment district, or any other political entity or public corporation with power to levy taxes and/or assessments, such as a watermaster service or a water district, Lessor shall pay said taxes and/or assessments, and said payment, unless the Lessor shall otherwise find and determine, will be added to the basic rental at the beginning of any rental period.

14.3. Substitute and Additional Taxes: If at any time during the term of this lease the State of California or any political subdivision of the state, including any county, city, public corporation, district, or any other political entity or public corporation of this state, levies or assesses against Lessor a tax, fee, or excise on rents on the square footage of the premises on the act of entering into this lease or on the occupancy of Lessee, or levies or assesses against Lessor any other tax, fee, or excise, however described, including, without limitation, a so-called value-added tax, as a direct substitution in whole or in part for or in addition to any real property taxes, Lessee shall pay before delinquency that tax, fee, or excise. Lessee's share of any such tax, fee, or excise shall be substantially the same as Lessee's proportionate share of real property taxes as provided in this lease.

14.4. Possessory Interest Tax: By executing this agreement and accepting the benefits thereof, a property interest may be created known as a "possessory interest," and such property interest will be subject to property taxation. Lessee, as the party in whom the possessory interest is vested, will be subject to the payment of the property taxes levied upon such interest. Lessee herewith acknowledges that by this paragraph, the Lessor has provided notice of possessory liability as required by Revenue and Taxation Code Section 107.6.

14.5. The obligations of Lessee under this Section 14, however, shall not prevent Lessee from contesting the validity and/or applicability of any of the above charges and during the period of any such lawful contest, Lessee may refrain from making, or direct the withholding of, any such payment without being in breach of the above provisions. Upon a final determination in which Lessee is held responsible for such taxes and/or fees, Lessee shall promptly pay the required amount plus all legally imposed interest, penalties and surcharges. If all or any part of such taxes and/or fees, penalties, or

surcharges are refunded to the Lessor, the Lessor shall remit to Lessee such sum(s) to which Lessee is legally entitled.

**15. UTILITIES:** Lessee agrees to promptly pay all charges for public utility services furnished for use on the premises and any other charges accruing or payable in connection with Lessee's use and occupancy of the premises.

**16. ASSIGNMENTS AND SUBLEASES:**

16.1. Lessee shall not, in any manner, assign, transfer, or encumber this lease, or any portion thereof or any interest therein, nor sublet or sublease the whole or any part of the leased premises, nor license or permit the use of the same, in whole or in part, without the prior written consent of the Lessor. Any attempts to transfer, assign, or sublease without the consent required by this Section shall be void and shall transfer no rights to the leased premises. Consent to one assignment, subletting, or use, or occupation shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use. This lease shall not, nor shall any interest therein, be assignable as to the interest of Lessee by operation of law without the prior written consent of the Lessor.

16.2. Involuntary Assignment:

16.2.1. No interest of Lessee in this lease shall be assignable by operation of law (including, without limitation, the transfer of this lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment:

16.2.1.1. If Lessee is or becomes bankrupt or insolvent; makes an assignment for the benefit of creditors; institutes, or is a party to, a proceeding under the Bankruptcy Act in which Lessee is the bankrupt or debtor; or, if Lessee is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

16.2.1.2. If a writ of attachment or execution is levied on this lease; or

16.2.1.3. If, in any proceeding or action to which Lessee is a party, a receiver is appointed with authority to take possession of the premises.

16.2.2. An involuntary assignment shall constitute a default by Lessee, and Lessor shall have the right to elect to terminate this lease, in which case this lease shall not be treated as an asset of Lessee. If a writ of attachment or execution is levied on this lease, Lessee shall have ten (10) days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against Lessee, or if a receiver is appointed, Lessee shall have sixty (60) days in which to have the involuntary proceeding dismissed or the receiver removed.

16.3. Corporation or Partnership:

16.3.1. If Lessee is a corporation, this lease is to the corporation as it currently exists. Any dissolution, merger, consolidation, or other reorganization of Lessee, or the sale or other transfer of stock ownership of the corporation,

voluntary, involuntary, or by operation of law, greater than ten percent (10%) shall be deemed a voluntary assignment of this lease and, therefore, subject to the provisions of this lease as to voluntary assignment thereof, including that provision requiring Lessor's prior written consent. This paragraph shall not apply to corporations the stock of which is traded through an exchange.

16.3.2. If Lessee is a partnership, this lease is to the partnership as it currently exists. A withdrawal or change, voluntary, involuntary, or by operation of law, of any partner, or the dissolution of the partnership shall be deemed a request to assign this lease and, therefore, subject to the provisions of this lease as to voluntary assignment thereof.

16.4. Each request for consent to an assignment shall be in writing, accompanied by the following:

16.4.1. A copy of the purchase/sale agreement, which shall include a detailed list of the assets that comprises the sales price.

16.4.2. A copy of the escrow instructions pertaining to the transaction.

16.4.3. Information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee, including but not limited to the intended use and/or required modification of the premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request.

16.4.4. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested.

16.5. In the case of an assignment, Lessee shall pay to the Lessor any monetary or other economic consideration received by Lessee that is attributed to the leasehold as an asset. Said amount shall be over and above the amount of Lessee's rental and other payments due the Lessor pursuant to this lease.

16.6. In the case of a sublease, it shall not be deemed to be an unreasonable restraint by the Lessor, as a condition to the Consent to Sublease, for the Lessor to require that Lessee pay to the Lessor a percentage, to be negotiated, of any monetary or other economic consideration received by Lessee as a result of the sublease over and above the amount of Lessee's rental and other payments due the Lessor pursuant to this lease.

17. **CONDEMNATION:** The parties hereby agree that if the leased premises, or any portion thereof, or any interest therein, are taken by eminent domain for public use, or otherwise, by any governmental authority, or by a "quasi-public entity" having the power of condemnation, or sold to a governmental authority threatening to exercise the power of eminent domain, this lease, and Lessee's obligation to pay rent hereunder, shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs, and the rent, fees and/or other charges hereunder shall be apportioned and paid to the date of such taking. A taking of the leased premises includes the taking of easements for air, light and any other easements in the land, including, but not limited to an impairment or taking of access to adjoining streets.

- 17.1. **Effect of Partial Condemnation:** In the event a portion of the leased premises are appropriated or taken and Lessee, at its sole discretion, determines that the remainder thereof is not suitable for the continued use of the leased premises by Lessee for conducting Lessee's operations thereon in the same manner and extent as carried on prior to such taking, Lessee shall have the right to terminate this lease upon giving Lessor written notice of its intent to exercise said right. Said notice shall be given not more than one hundred twenty (120) days following the date of service of a complaint in eminent domain upon Lessee, or one hundred twenty (120) days following the Lessor's demand that Lessee acknowledge its intent to terminate this lease, unless the Lessor and Lessee agree, in writing, to an earlier termination or to extend said period. If Lessee exercises its right to terminate this lease pursuant to this Subsection 17.1, Lessee shall give the Lessor thirty (30) days prior written notice of the effective date of said termination.
- 17.1.1. If, in the event of such taking of a portion of the leased premises, Lessee does not terminate this lease, this lease shall continue in full force and effect as to the part not taken, and the rent to be paid by Lessee during the remainder of the term, subject to adjustment as provided elsewhere in this lease, shall be as follows: the land and improvement rental shall be reduced in the same proportion as the land taken by eminent domain bears to the area of the leased premises before the taking.
- 17.1.2. In determining whether a partial condemnation renders the remainder of the leased premises unsuitable for the use then being made of the leased premises by Lessee, Lessee, among other things, shall take into consideration the cost of restoration, the rentable area of the remaining improvements and the suitability of the remaining leased premises for conducting Lessee's operations thereon in the same manner and extent as carried on prior to such taking.
- 17.1.3. Except as provided for in Article II, Subsection 2.2 (*Ownership of Improvements*) hereof, should Lessee terminate this lease pursuant to this Section 17, title to all improvements, additions or alterations constructed or installed by Lessee upon the leased premises and which have not already vested in the Lessor shall thereupon vest in the Lessor.
- 17.2. **Application of Award Upon a Total or Partial Taking:**
- 17.2.1. If this lease is terminated pursuant to Subsection 17.1 herein, or, if all or a portion of the leased premises are taken, then the entire award or compensation paid for land, improvements, and buildings owned by the Lessor, the amortized portion of the value of buildings and improvements built by Lessee and which will become the property of the Lessor upon termination of this lease, shall be the property of the Lessor.
- 17.2.2. Lessee shall have the right to receive compensation for the unamortized value of the buildings and any improvements that are still owned by Lessee and that were placed on the leased premises by Lessee and located thereon at the time of such taking or appropriation, and for its trade fixtures, equipment, and supplies, and for loss or damage to Lessee's business goodwill. The "amortized value" that the Lessor shall be entitled to receive is a portion of the award for said Lessee-owned buildings and improvements equal to an amount determined by a ratio equal to the number of years the building and/or improvements have been in existence

over the original term of the lease, without consideration of any possibility or probability of renewal, or of options, if any. There shall be no amortization of partially constructed improvements authorized by the Lessor, if said construction is incomplete within the time period set forth in the approval granted by the Lessor. The value, to be determined by the Lessor, of such partially constructed improvements shall be paid to Lessee.

- 17.3. **Severance Damages:** The entire award of compensation paid for any severance damages, whether paid for impairment of access, for land, buildings, and/or improvements shall be the property of the Lessor, regardless of whether any buildings or improvements so damaged are owned or were constructed by the Lessor or Lessee. However, should the Lessor determine that improvements are to be restored, that portion of the severance damages necessary to pay the cost of restoration, as set forth in Subsection 17.4 hereof, shall be paid to Lessee upon the written request of Lessee, accompanied by evidence that the sum requested has been paid for said restoration and is a proper item of such cost and used for such purpose.
- 17.4. **Partial Taking: Restoration:** In case of a taking of the leased premises other than a total taking and/or should Lessee elect not to terminate this lease pursuant to this Section, the Lessor and Lessee may mutually agree that Lessee shall restore any improvements on the leased premises, and Lessee shall, at Lessee's expense, whether or not the awards or payments, if any, on account of such taking are sufficient for the purpose, promptly commence and proceed with reasonable diligence to effect (subject to Force Majeure) restoration of the improvements on the remaining portion of the leased premises as nearly as possible to their condition and character immediately prior to such taking, except for any reduction in area caused thereby, or with such changes or alterations as may be made at the election of Lessee in accordance with Article II, Subsection 2.1 (*Lessee Improvements and Alterations*) of this lease.
- 17.4.1. In the event the improvements damaged and/or taken belong to the Lessor, the Lessor shall not be obligated to restore said improvements should the Lessor, in its sole discretion, determine not to do so.
- 17.5. **Taking for Temporary Use:** In the event of a taking of all or any portion of the leased premises for temporary use, this lease shall continue in full force and effect without reduction or abatement of rental or other sum payable hereunder, and Lessee shall be entitled to make claim for, recover and retain any awards or proceeds made on account thereof, whether in the form of rent or otherwise, unless such period of temporary use or occupancy extends beyond the term of this lease, in which case such awards or proceeds shall be apportioned between the Lessor and Lessee as heretofore specified. Lessee shall restore or cause to be restored any such areas temporarily taken to the condition existing before the taking.

## 18. DEFAULT:

- 18.1. **Default Events:** The following events shall be deemed to be events of default by Lessee under the lease:
- 18.1.1. Lessee fails to pay any rent due under this lease, which failure continues for a period of ten (10) days after such payment should have been paid pursuant to the terms and conditions of this lease;
- 18.1.2. Lessee fails to comply with any term, provision or covenant of this lease, other than paying rent, and does not cure such failure within thirty (30) days

after Lessor has sent written notice to Lessee specifying such failure or such longer period of time as may be granted by Lessor to cure such default as long as Lessee commences to cure such default within such thirty (30) day period and diligently proceeds to cure such default;

- 18.1.3. Lessee makes an assignment of this lease, or any rights granted to Lessee hereunder, to, and for the benefit of, Lessee's creditors;
  - 18.1.4. Lessee, within thirty (30) days after the commencement of any proceeding against Lessee seeking adjudication of bankruptcy or reorganization, rearrangement, composition, readjustment, liquidation, dissolution or similar relief, fails to cause such proceedings to be dismissed; and/or
  - 18.1.5. Lessee, within sixty (60) days after the appointment without Lessee's consent or acquiescence of any trustee, receiver, or liquidator of the Lessee or a material part of its assets, causes such appointment to be vacated.
  - 18.1.6. The interests of Lessee under this lease shall not, except at the Lessor's option and with its written consent, be assignable by operation of law. In case of the bankruptcy of Lessee, or the appointment of a receiver for Lessee and such receiver is not removed within one hundred twenty (120) days from the date of appointment, or if a receiver is appointed to take possession of the leased premises as a result of any act or omission of Lessee and such receiver is not removed within one hundred twenty (120) days from the date of appointment, or if Lessee makes an assignment of this lease for the benefit of creditors, or if possession of the leased premises is taken by virtue of any attachment, execution, or the levy of any judicial process, the Lessor, at its election, may, after written notice to Lessee, terminate this lease.
- 18.2. **Lessor's Remedies:** Upon the occurrence of a Default Event, the Lessor, in addition to any other rights or remedies available to the Lessor at law or in equity, shall have the right to:
- 18.2.1. Terminate this lease and all rights of Lessee under this lease, by giving Lessee thirty (30) days written notice that this lease is terminated, in which case, the Lessor may recover from Lessee the aggregate sum of:
    - 18.2.1.1. The worth at the time of award of any unpaid rent that had been earned at the time of termination;
    - 18.2.1.2. The worth at the time of award of the amount by which (A) the unpaid rent that would have been earned after termination until the time of award exceeds (B) the amount of rental loss, if any, that Lessee affirmatively proves could be reasonably avoided;
    - 18.2.1.3. The worth at the time of award of the amount by which (A) the unpaid rent for the balance of the term after the time of award exceeds (B) the amount of rental loss, if any, that Lessee affirmatively proves could be reasonably avoided;
    - 18.2.1.4. Any other amount necessary to compensate the Lessor for all the detriment caused by Lessee's failure to perform the Lessor's obligations or that, in the ordinary course of things, would be likely to result from Lessee's failure; and

- 18.2.1.5. All other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California law.
  - 18.2.1.6. As used in Subsections 18.2.1.1 and 18.2.1.2 of this Section, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum.
  - 18.2.1.7. As used in Subsection 18.2.1.3 of this Section, the "worth at the time of award" is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).
  - 18.2.1.8. As used in this Section, the term "rent" shall include the Rent and any and all other payments required by Lessee under this lease.
- 18.2.2. Continue this lease, and from time to time, without terminating this lease, either:
- 18.2.2.1. Recover all rent and other amounts payable as they become due; or
  - 18.2.2.2. Re-let the leased premises or any part on behalf of Lessee on terms and at the rent that the Lessor, in the Lessor's sole discretion, may deem advisable, all with the right to make alterations and repairs to the leased premises, at Lessee's sole cost, and apply the proceeds of re-letting to the rent and other amounts payable by Lessee. To the extent that the rent and other amounts payable by Lessee under this lease exceed the amount of the proceeds from re-letting, the Lessor may recover the excess from Lessee as and when due.
- 18.2.3. Upon the occurrence of a Default Event, the Lessor shall also have the right, with or without terminating this lease, to re-enter the leased premises and remove all property from the leased premises. The Lessor may store the property removed from the leased premises at the expense and for the account of Lessee.
- 18.2.4. None of the following remedial actions, alone or in combination, shall be construed as an election by the Lessor to terminate this lease unless the Lessor has in fact given Lessee written notice that this lease is terminated or unless a court of competent jurisdiction decrees termination of this lease: any act by the Lessor to maintain or preserve the leased premises; any efforts by the Lessor to re-let the leased premises; any re-entry, repossession, or re-letting of the leased premises by the Lessor pursuant to this Section. If the Lessor takes any of the previous remedial actions without terminating this lease, the Lessor may nevertheless, at any later time, terminate this lease by written notice to Lessee.
- 18.2.5. If the Lessor re-lets the leased premises, the Lessor shall apply the revenue from the re-letting as follows: first, to the payment of any indebtedness other than rent due from Lessee to the Lessor; second, to the payment of any cost of re-letting; third, to the payment of the cost of any maintenance and repairs to the leased premises; and fourth, to the payment of rent and

other amounts due and unpaid under this lease. The Lessor shall hold and apply the residue, if any, to payment of future amounts payable under this lease as the same may become due, and shall be entitled to retain the eventual balance with no liability to Lessee. If the revenue from re-letting during any month, after application pursuant to the previous provisions, is less than the sum of (a) the Lessor's expenditures for the leased premises during that month and (b) the amounts due from Lessee during that month, Lessee shall pay the deficiency to the Lessor immediately upon demand.

- 18.2.6. After the occurrence of a Default Event, the Lessor, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Default Event for the account and at the expense of Lessee. However, the Lessor must by prior written notice first allow Lessee a reasonable opportunity to cure, except in cases of emergency, where the Lessor may proceed without prior notice to Lessee. Lessee shall, upon demand, immediately reimburse the Lessor for all costs, including costs of settlements, defense, court costs, and attorney fees that the Lessor may incur in the course of any cure.
- 18.2.7. No security or guaranty for the performance of Lessee's obligations that the Lessor may now or later hold shall in any way constitute a bar or defense to any action initiated by the Lessor or unlawful detainer or for the recovery of the leased premises, for enforcement of any obligation of Lessee, or for the recovery of damages caused by a breach of this lease by Lessee or by a Default Event.
- 18.2.8. Except where this is inconsistent with or contrary to any provisions of this lease, no right or remedy conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, or any right or remedy given now or later existing at law or in equity or by statute. Except to the extent that either party may have otherwise agreed in writing, no waiver by a party of any violation or nonperformance by the other party of any obligations, agreements, or covenants under this lease shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by either party to exercise a remedy for any violation or nonperformance by the other party be deemed a waiver by that party of the rights or remedies with respect to that violation or nonperformance.

## **19. TERMINATION BY PARTIES:**

- 19.1. This lease may be terminated by either party by giving to the other party not less than thirty (30) days' advance written notice of such termination; but, for reasons other than nonpayment of rent, such right of termination shall be exercised by Lessor only when Lessee is in default with respect to the terms, conditions, or covenants of this lease, or in the event the Board determines that the operations of Lessor or the public interest require such termination.
- 19.2. Lessor shall have the unconditional right to terminate this lease by giving Lessee 180 days advance written notice of such termination.
- 19.3. Upon termination of the lease for whatever reason, the Lessee shall be responsible, to the extent caused by or introduced onto the property as a result of the use of the property by Lessee, for all cleanup costs and expenses including, but not limited to,

any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USCS §§9601 et seq.); the Resource Conservation and Recovery Act of 1976 (42 USCS §§6901 et seq.); the Clean Water Act, also known as the Federal Water Pollution Control Act (33 USCS §§1251 et seq.); the Toxic Substances Control Act [15 USCS §§2601 et seq.); the Hazardous Materials Transportation Act [49 USCS §§1801 et seq.); the Insecticide, Fungicide, Rodenticide Act (7 USCS §§136 et seq.); the Superfund Amendments and Reauthorization Act (42 USCS §§6901 et seq.); the Clean Air Act (42 USCS §§7401 et seq.); the Safe Drinking Water Act (42 USCS §§300f et seq.); the Solid Waste Disposal Act (42 USCS §§6901 et seq.); the Surface Mining Control and Reclamation Act (30 USCS §§1201 et seq.); the Emergency Planning and Community Right to Know Act (42 USCS §§11001 et seq.); the Occupational Safety and Health Act (29 USCS §§655 and 657); the California Underground Storage of Hazardous Substances Act (H&SC §§25280 et seq.); the California Hazardous Substances Account Act (H&SC §§25300 et seq.); the California Hazardous Waste Control Act (H&SC §§25100 et seq.); the California Safe Drinking Water and Toxic Enforcement Act (H&SC §§24249.5 et seq.); the Porter-Cologne Water Quality Act (Wat. C. §§13000 et seq.); together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the property, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of Lessor and any governmental body having jurisdiction there over.

## **20. SURRENDER OF PREMISES:**

- 20.1. Upon the expiration of the term of this lease or sooner termination as herein provided, the Lessor has the right to discontinue leasing the premises and has no obligation to Lessee to renew, extend, transfer, or re-lease the premises. If this right is exercised by the Lessor, Lessee shall vacate the premises and shall peaceably surrender the same. Lessee is obliged to, and shall remove any and all Lessee-owned personal property, trade fixtures, and goods, and hazardous materials and wastes located in or upon the leased premises, except for trees and shrubs, and structures and improvements, title to which automatically passes to the Lessor pursuant to this lease. Lessee shall leave the premises in a level, graded condition.
- 20.2. The Lessor may waive the obligation to remove and restore, in writing, upon prior written request therefor by Lessee. If the obligation is waived, Lessee shall quit and surrender possession of the premises to the Lessor in at least as good and usable condition as the same are required to be maintained under this lease. In this event, the Lessor shall acquire title to any and all such personal property, trade fixtures and goods, located in or upon the leased premises and remaining there upon the expiration or any termination of this lease, and Lessee agrees that title to same shall and by this agreement does vest in the Lessor, and that Lessee shall thereafter have no rights

whatsoever in any such personal property, trade fixtures, and goods left on the premises.

- 20.3. Should Lessee fail to remove any Lessee-owned or sublessee-owned personal property, trade fixtures, and goods or fail to request Lessor's waiver of removal, the Lessor can elect to retain or dispose of, in any manner, any such personal property, trade fixtures, and goods that Lessee does not remove from the premises on expiration or termination of the term as allowed or required by this lease by giving thirty (30) days' written notice to Lessee. Title to any such personal property, trade fixtures, and goods shall vest in the Lessor on the expiration of the thirty (30) day notice. Lessee waives all claims against the Lessor for any damage to Lessee resulting from the Lessor's retention or disposal of any such property. Lessee shall be liable to the Lessor for the Lessor's costs for storing, removing, or disposing of any property of the Lessee or sublessees.
21. **HOLDING OVER:** If Lessee shall hold over after expiration or other termination of this lease, whether with the apparent consent or without the consent of the Lessor, such shall not constitute a renewal or extension of this lease, nor a month-to-month tenancy, but only a tenancy at will with liability for reasonable rent, and in all other respects on the same terms and conditions as are herein provided. The term reasonable rent as used in this section shall be no less than 1/12<sup>th</sup> of the total yearly rents, taxes, and assessments provided for elsewhere in this lease, per month, and said reasonable rent during the holdover period shall be paid, in advance, on the first day of each month.
22. **QUITCLAIM OF LESSEE'S INTEREST UPON TERMINATION:** Upon termination of this lease for any reason, including, but not limited to, termination because of default by Lessee, Lessee shall execute, acknowledge, and deliver to the Lessor immediately upon written demand therefor a good and sufficient deed whereby all right, title, and interest of Lessee in the demised premises is quitclaimed to the Lessor. Should Lessee fail or refuse to deliver the required deed to the Lessor, the Lessor may prepare and record a notice reciting the failure of Lessee to execute, acknowledge, and deliver such deed, and said notice shall be conclusive evidence of the termination of this lease and of all right of Lessee or those claiming under Lessee in and to the demised premises.
23. **SUCCESSORS IN INTEREST:** This lease shall inure to the benefit of, and be binding upon the parties hereto and any heirs, successors, executors, administrators, and any permitted assigns, as fully and to the same extent specifically mentioned in each instance, and every term, covenant, condition, stipulation, and agreement contained in this lease shall extend to and bind any heir, successor, executor, administrator, and assign, all of whom shall be jointly and severally liable hereunder.
24. **AUDITS:** The Lessor may, at its sole discretion and with reasonable notice to Lessee, require Lessee to provide access to all records and other information necessary to perform an audit of rental, fees, and other charges paid and payable to the Lessor. The Lessor's right to access such records and information shall survive three (3) years beyond the expiration or early termination of this lease. Lessee shall retain all records and other information necessary to perform an audit as described above for a minimum of seven (7) years.
25. **RECORDING:** Neither this lease nor a memorandum thereof shall be recorded without the Lessor's consent in writing.

26. **WAIVER:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition. The subsequent acceptance of rent hereunder by the Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this lease other than the failure of Lessee to pay the particular rent so accepted, regardless of the Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

27. **ESTOPPEL CERTIFICATES:**

27.1. Estoppel Certificate From Lessee: Within fifteen (15) days following any written request that the Lessor may make from time to time pursuant to the request of a lender or prospective purchaser, Lessee shall execute and deliver to the Lessor a statement certifying: (a) the Lease Commencement Date; (b) the fact that this lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this lease is in full force and effect as modified, and stating the date and nature of the such modifications); (c) the date to which the rental and other sums payable under the lease have been paid; and (d) the fact that there are no current defaults under the lease by either party except as specified in Lessee's statement. The parties intend that any statement delivered pursuant to this Section 28.1 may be relied on by any mortgagee, beneficiary, purchaser or prospective purchaser of the demised premises or any interest therein.

27.2. Lessee's Failure to Provide Statement: Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee that (a) this lease is in full force and effect, without modification except as may be represented by the Lessor; and that (b) there are no uncured defaults in the Lessor's performance.

27.3. Estoppel Certificate From the City: Within fifteen (15) business days following any written request that Lessee may make from time to time pursuant to the request of a prospective assignee or sublessee, the Lessor shall execute and deliver to Lessee a statement certifying: (a) the Commencement Date of the lease; (b) the fact that this lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the rental and other sums payable under this lease have been paid; and (d) the fact that there are no current defaults under this lease by Lessee, except as specified in the Lessor's statement. The parties intend that any statement delivered pursuant to this Section may be relied upon by the proposed assignee or sublessee for whom it was requested. The Lessor's failure to deliver such statement within such time shall be conclusive upon the Lessor that (1) this lease is in full force and effect without modification, except as represented by Lessee; and that (2) there are no uncured defaults of Lessee under the lease; provided, however, that such conclusive effect is applicable only to the failure of the Lessor to respond after an additional five (5) working days' notice to the Lessor and only with respect to the proposed assignee or sublessee for whom it was requested.

28. **MISCELLANEOUS PROVISIONS:**

28.1. Fair Meaning: The language of this lease shall be construed according to its fair meaning, and not strictly for or against either the Lessor or Lessee.

- 28.2. Section Headings: The section headings appearing herein are for the convenience of the Lessor and Lessee, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this lease.
- 28.3. Void Provisions: If any provision of this lease is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this lease, and all such other provisions shall remain in full force and effect.
- 28.4. Two Constructions: It is the intention of the parties hereto that if any provision of this lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
- 28.5. Laws of California: This lease shall be construed and enforced in accordance with the laws of the State of California.
- 28.6. Lessor's Consent: In each instance herein where the Board's or Lessor's approval or consent is required before Lessee may act, such approval or consent shall not be unreasonably withheld, unless otherwise provided.
- 28.7. Gender: The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 28.8. Time: Time shall be of the essence in complying with the terms, conditions, and provisions of this lease.
- 28.9. Integration Clause: It is understood that no alteration or variation of the terms of this lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement, not incorporated herein in writing, shall be binding on any of the parties hereto.
- 28.10. Force Majeure: Except as otherwise provided in this lease, whenever a day is established in this lease on which, or a period of time, including a reasonable period of time, is designated within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of services, labor or materials, disruption of service or brownouts from utilities not due to action or inaction of Lessor, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control--financial inability excepted--("Force Majeure"); provided, however, that nothing contained in this Subsection 29.10 shall excuse Lessee from the prompt payment of any rental or other monetary charge required of Lessee hereunder.
- 28.11. Approvals: Any approvals required by the Lessor under this lease shall be approvals of the Lessor acting as Lessor and shall not relate to, constitute a waiver or, supersede or otherwise limit or affect the governmental approvals or rights of the Lessor as a governmental agency, including the approval of any permits required for construction or maintenance of the leased premises and the passage of any laws including those relating to zoning, land use, building and safety.
- 28.12. Conflicts in this Lease: If there are any direct conflicts between the provisions of Article I and Article II of the lease, the provisions of Article 1 shall be controlling.

- 28.13. Ordinance and Los Angeles Administrative Code (hereinafter referred to as "Code") Language Governs: Ordinance and Code Exhibits are provided as a convenience to the parties only. In the event of a discrepancy between the Exhibits and the applicable ordinance and/or code language, or amendments thereto, the language of the ordinance and/or code shall govern.
- 28.14. Amendments to Ordinances and Codes: The obligation to comply with any Ordinances and Codes, which have been incorporated into this lease by reference, shall extend to any amendments, which may be made to those Ordinances and Codes during the term of this lease.
- 28.15. Days: Unless otherwise specified, "days" shall mean calendar days.
- 28.16. Deprivation of Lessee's Rights: The Lessor shall not be liable to Lessee for any diminution or deprivation of Lessee's rights under this lease that may result from Lessee's obligation to comply with any and all applicable laws, rules, regulations, restrictions, ordinances, statutes, and/or orders of any federal, state and/or local government authority and/or court hereunder on account of the exercise of any such authority as is provided in this Section, nor shall Lessee be entitled to terminate the whole or any portion of the lease by reason thereof.
29. **OTHER AGREEMENTS NOT AFFECTED:** Except as specifically stated herein, this lease, and the terms, conditions, provisions and covenants hereof, shall apply only to the leased premises herein particularly described, and shall not in any way change, amend, modify, alter, enlarge, impair, or prejudice any of the rights, privileges, duties, or obligations of either of the parties hereto, under or by reason of any other agreement between said parties, except that nothing contained in such other agreement shall limit the use by Lessee of the within leased premises for the herein referred to purpose.
30. **SUPERSEDURE:** This lease, upon becoming effective, shall supersede and annul any and all permits, leases, or rent agreements heretofore made or issued for the leased premises between Lessor and Lessee; and any such permits, leases, or rental agreements shall hereafter be void and of no effect except as to any rentals, royalties, or fees that may have accrued thereunder.
31. **ENTIRE UNDERSTANDING:** This lease contains the entire understanding of the parties, and Lessee, by accepting the same, acknowledges that it supersedes and annuls any writings or oral discussions, statements, understandings, or representations that may have been made concerning the subject matter hereof; and that there is no other written or oral understanding between the parties in respect to the leased premises or the rights and obligations of the parties hereto. No modification, amendment, or alteration of this lease shall be valid unless it is in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have themselves, or through their duly authorized officers, caused this lease to be executed as of the day and year herein below written.

The signature affixed hereto of the Lessee, or the authorized representative of the Lessee, certifies that Lessee has read and does understand each and every section and paragraph contained in this lease and agrees to abide by and be bound by same.

**City of Bishop**

Date \_\_\_\_\_

By \_\_\_\_\_

377 West Line Street  
Bishop, CA 93514

\_\_\_\_\_  
**LESSEE**

**DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES**

Date \_\_\_\_\_

By \_\_\_\_\_

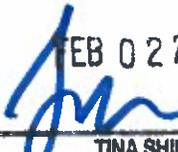
**RONALD O. NICHOLS**  
General Manager

**LESSOR**

APPROVED:

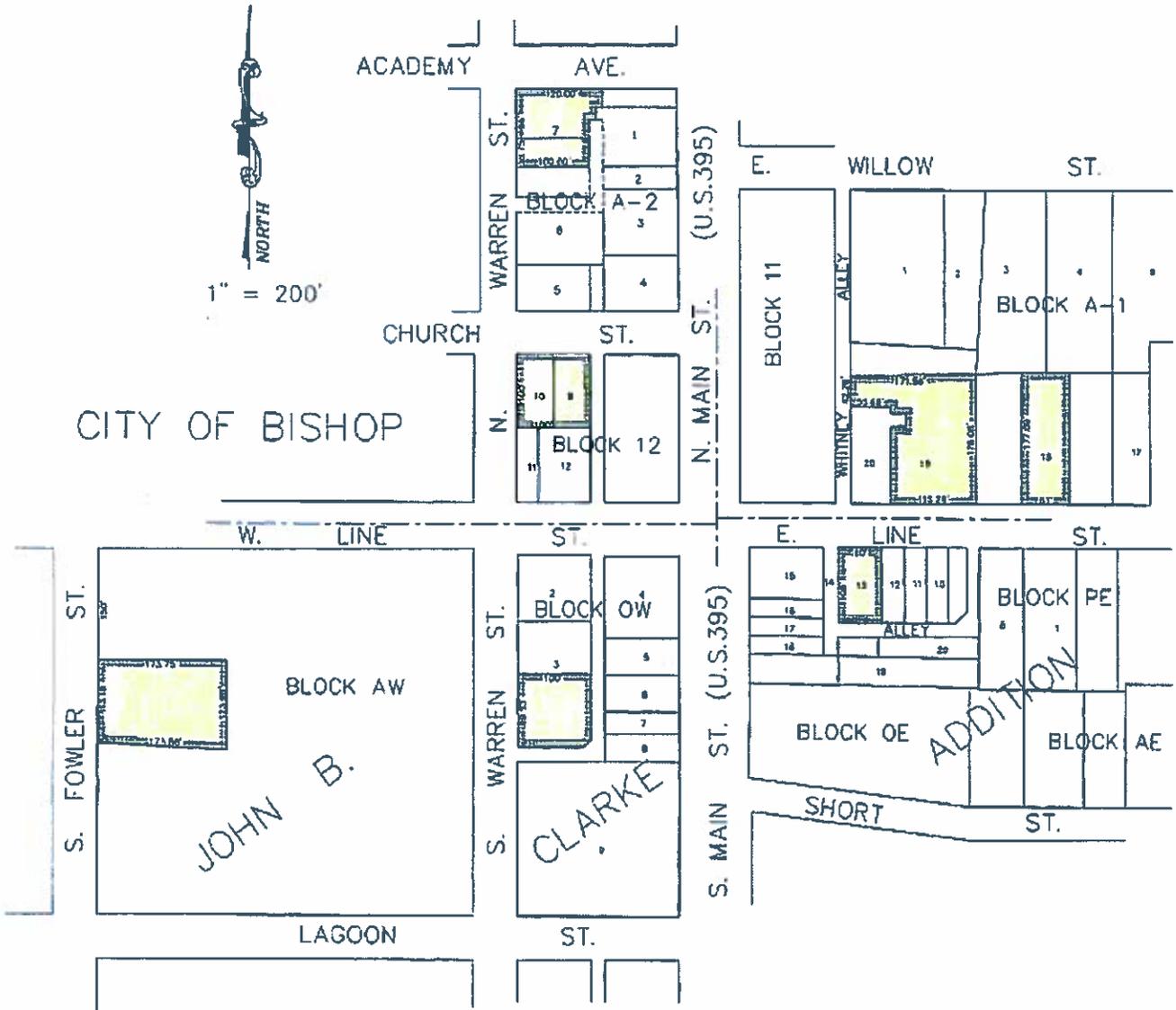
APPROVED AS TO FORM AND LEGALITY  
CARMEN A. TRUTANICH, CITY ATTORNEY

\_\_\_\_\_  
Martin L. Adams  
Director of Water Operations

FEB 02 2012  
BY   
TINA SHIM  
DEPUTY CITY ATTORNEY

\_\_\_\_\_  
Date

**EXHIBIT A**



LEASED PREMISES  
2.03 AC.

BL-1481

06-28-2011 (TCZ)

01-131-01B,1C; 01-132-01;  
01-134-01,2A; 01-173-01A;  
01-181-01; 01-182-02

**EXHIBIT B**

**CONTRACT INSURANCE REQUIREMENTS – DEPARTMENT OF WATER AND POWER  
For Contractors, Service Providers, Vendors, and Tenants**

Agreement/Activity/Operation:	seven sites for public parking lots
Reference/Agreement:	BL-1481 City of Bishop
Term of Agreement:	five years – 3/1/2012 through 2/28/2017
Contract Administrator and Phone:	Donald S. McGhie / Bishop / Ext. 30248
Buyer and Phone Number:	

Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated. Firm 30 day Notice of Cancellation required by Receipted Delivery.

**PER OCCURRENCE LIMITS**

- () **WORKERS' COMPENSATION (Stat. Limits)/Employer's Liability:** (\$1,000,000.00)
  - Broad Form All States Endorsement
  - Jones Act (Maritime Employment)
  - Waiver of Subrogation
  - Other: \_\_\_\_\_
  - US L&H (Longshore and Harbor Workers)
  - Outer Continental Shelf
  - Black Lung (Coal Mine Health and Safety)
  - Other: \_\_\_\_\_
  
- () **AUTOMOBILE LIABILITY:** (\$1,000,000.00)
  - Owned Autos
  - Hired Autos
  - Contractual Liability
  - MCS-90 (US DOT)
  - Waiver of Subrogation
  - Any Auto
  - Non-Owned Auto
  - Additional Insured
  - Trucker's Form
  - Other: \_\_\_\_\_
  
- () **GENERAL LIABILITY:** (\$1,000,000.00)
  - Limit Specific to Project
  - Per Project Aggregate
  - Broad Form Property Damage
  - Premises and Operations
  - Fire Legal Liability
  - Corporal Punishment
  - Watercraft Liability
  - Waiver of Subrogation
  - Marine Contractors Liability
  - Contractual Liability
  - Products/Completed Ops.
  - Garagekeepers Legal Liab.
  - Collapse/Underground
  - Pollution
  - Airport Premises
  - Other: Agg 2x per occurrence
  - Personal Injury
  - Independent Contractors
  - Child Abuse/Molestation
  - Explosion Hazard
  - Addition Insured Status
  - Hangarkeepers Legal Liab.
  - Other: \_\_\_\_\_
  
- ( ) **PROFESSIONAL LIABILITY:**
  - Contractual Liability
  - Additional Insured
  - Waiver of Subrogation
  - Vicarious Liability Endt.
  - 3 Year Discovery Tail
  - Other: \_\_\_\_\_
  
- ( ) **AIRCRAFT LIABILITY:**
  - Passenger Per Seat Liability
  - Pollution
  - Contractual Liability
  - Additional Insured
  - Hull Waiver of Subrogation
  - Other: \_\_\_\_\_
  
- () **PROPERTY DAMAGE:** (\$1,000,000.00)
  - Replacement Value
  - All Risk Form
  - Builder's Risk: \$ \_\_\_\_\_
  - Transportation Floater: \$ \_\_\_\_\_
  - Scheduled Locations/Propt.
  - Loss Payable Status (AOIMA)
  - Actual Cash Value
  - Named Perils Form
  - Boiler and Machinery
  - Contractors Equipment: \$ \_\_\_\_\_
  - Other: \_\_\_\_\_
  - Agreed Amount
  - Earthquake: \_\_\_\_\_
  - Flood: \_\_\_\_\_
  - Loss of Rental Income: \_\_\_\_\_
  - Other: \_\_\_\_\_
  
- ( ) **WATERCRAFT:**
  - Protection and Indemnity
  - Waiver of Subrogation
  - Pollution
  - Other: \_\_\_\_\_
  - Additional Insured
  - Other: \_\_\_\_\_
  
- ( ) **POLLUTION:**
  - Incipient/Long-Term
  - Waiver of Subrogation
  - Sudden and Accidental
  - Contractor's Pollution
  - Additional Insured
  - Other: \_\_\_\_\_
  
- ( ) **CRIME:**
  - Fidelity Bond
  - Employee Dishonesty
  - Computer Fraud
  - Other: \_\_\_\_\_
  - Joint Loss Payable Status
  - Financial Institution Bond
  - In Transit Coverage
  - Commercial Crime
  - Other: \_\_\_\_\_
  - Additional Insured
  - Loss of Monies/Securities
  - Wire Transfer Fraud
  - Forgery/Alteration of Docs.
  
- ( ) **ASBESTOS LIABILITY:**  Additional Insured