

"SMALL TOWN WITH A BIG BACKYARD"



COUNCIL AGENDA PACKET

JUNE 24, 2013



CITY OF BISHOP

CITY COUNCIL MEETING AGENDA

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

NOTICES TO THE PUBLIC

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

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

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

MONDAY, JUNE 24, 2013
7:00 P.M.

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

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

DEPARTMENT HEAD REPORTS

Updates on department activities will be given by the Department Heads

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

NEW WEBSITE DESIGN – Public Works Secretary Michele Thomas

MISS CITY OF BISHOP AND MISS TEEN CITY OF BISHOP QUARTERLY REPORTS – Miss City of Bishop Kristina Blum and Miss Teen City of Bishop Indica Morgenstein.

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

(1)

FOR APPROVAL/FILING

Minutes

- (a) Study Session – June 10, 2013
- (b) Council Meeting – June 10, 2013
- (c) Council Retreat – June 14, 2013

- | | |
|-------------------------------|---|
| Reports | (d) Personnel Status Change Report |
| | (e) Request to surplus found property – Log #BPD-151-13 |
| | (f) Statement of Fund Transactions 7/1/12 - 5/31/13 |
| Agreements | (g) Inyo County Lease Agreement for Office Space in City Hall |
| | (h) Inyo County Nutrition & Fitness Services Agreement |
| FOR INFORMATION/FILING | |
| Reports | (i) Water Fund Monthly Balances 2012/2013 |
| | (j) Sewer Fund Monthly Balances 2012/2013 |

PUBLIC HEARINGS

- (2) CLOSEOUT OF THE 2009 GENERAL ALLOCATION OF THE STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND FINAL GRANTEE PERFORMANCE REPORT (GPR) – A public hearing will be held to give citizens an opportunity to make their comments known regarding the 2009 General Allocation of the State Community Development Block Grant (CDBG) program, and to provide an opportunity for interested parties to comment and review the Final Grantee Performance Report on the closeout of the grant, 09-STBG-6407.
- (3) NOTICE OF FINAL PUBLIC HEARING FOR ACCEPTANCE OF FINAL PRODUCT – A public hearing will be held to give citizens an opportunity to make their comments known regarding the City’s acceptance of a final product funded by the 2011-2013 Community Development Block Grant (CDBG) Planning and Technical Assistance Program, Grant 11-PTEC-7613 in the amount of \$35,000.
- (4) SUBMITTAL OF A STATE HOME INVESTMENT PARTNERSHIP PROGRAM APPLICATION – A public hearing will be held to give citizens an opportunity to make their comments known regarding the submittal of a grant application to the California State Department of Housing and Community Development for funding under the HOME Investment Partnerships Program for First-Time Homebuyer Programs.
- (5) PROPOSED ZONING ORDINANCE AMENDMENT RESPECTING HOME OCCUPATIONS – A public hearing will be held to give citizens an opportunity to make their comments known regarding a draft ordinance allowing cottage food operations as a home occupation as required by State Law.

NEW BUSINESS

- (6) RESOLUTION 13-08 IN SUPPORT OF A HOME INVESTMENT PARTNERSHIPS PROGRAM GRANT – Consideration to adopt a resolution approving an application for funding and the execution of a grant agreement and any amendments thereto from the 2013 Allocation of the California State Department of Housing and Community Development HOME Investment Partnership Program – Administration.
- (7) ORDINANCE RELATING TO HOME OCCUPATIONS – Council consideration to approve the first reading/introduction of an ordinance amending the Bishop Municipal Code, Chapter 17 Zoning, to provide a definition for Cottage Food Operation and amending Uses Permitted – Planning Department.
- (8) RESOLUTION NO. 13-09 – Council consideration to adopt a resolution appropriating fund balances pursuant to Article XIII B of the California Constitution (Proposition 4) – Administration.
- (9) POST NO PARKING AT DESIGNATED LOCATIONS FOR JULY 4, 2013 – Consideration to approve “No Parking” at designated locations for July 4, 2013 – Fire Department
- (10) REQUEST TO APPROVE SLUDGE TRANSFER WORK ORDER – Consideration to approve the execution of Amendment 5 to the contract with Stantec for the SCADA Project – Public Works Department.

- (11) REQUEST TO APPROVE SLUDGE TRANSFER PURCHASE ORDER – Consideration to approve the purchase of sludge valve actuators for the Automated Sludge Transfer Project – Public Works Department.
- (12) REQUEST TO APPROVE PURCHASE OF EMERGENCY WATER MAIN REPAIR PARTS – Consideration to approve the purchase of Emergency Water Main Repair Parts - Public Works Department.
- (13) BUDGET ADJUSTMENTS/TRANSFERS – Council consideration to approve budget adjustments/transfers for Fiscal Year 2012-2013 through May 31, 2013 – Administration/Finance.

COUNCIL AND COMMITTEE REPORTS

CLOSED SESSION

- (14) PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code § 54957 – Titles: Fire Chief, Police Chief, Public Works Director/City Engineer, and City Administrator/Community Services Director.

REPORT ON ACTIONS TAKEN IN CLOSED SESSION IF REQUIRED

ADJOURNMENT

Monday, July 8, 2013 – 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers
Monday, July 22, 2013 – 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers
Monday, August 12, 2013 – 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers
Monday, August 26, 2013 – 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers
Monday, September 9, 2013 – 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers
Monday, September 23, 2013 – 4:00 p.m. Study Session / 7:00 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, JUNE 24, 2013

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. Announce new city website design
2. Set dates for Budget Workshops in September and for Budget Hearings in October
3. Food Vendor Update and Discuss Food Vendor Mad Dogs request to move to Academy St.
4. Current 7:00 p.m. agenda items
5. Future agenda items
6. Department Head Reports

DISCUSSION

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

CLOSED SESSION

1. PUBLIC EMPLOYMENT, PUBLIC EMPLOYEE PERFORMANCE EVALUATION, AND PUBLIC EMPLOYEE RELEASE pursuant to Government Code § 54957 – Title: City Attorney
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code § 54957 – Titles: Fire Chief, Police Chief, Public Works Director/City Engineer, and City Administrator/Community Services Director.

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

AGENDA PLANNING FOR UPCOMING MEETINGS

MON – JULY 8, 2013 MEETINGS

4:00 PM

- Discuss Public Hearing and First Reading/Introduction – Ordinance to modify language to Municipal Code 2.36.030 and 2.36.050 – Appointing City Administrator as Director of Emergency Services and the approval of the Interagency Assistance Mutual Aid Agreement between the Inyo County Sheriff's Department/County of Inyo and City of Bishop Police Department/City of Bishop – Administration (K.Caldwell) & Police Department (C.Carter)

7:00 PM

- RECOGNITION: James Gervasoni (L.Smith)
- Update by Supervisor Jeff Griffiths
- Second Reading/Adoption of proposed zoning amendment ordinance relating to cottage food operations – Planning Department (G.Schley)
- Approve payment for ESCSD for monitoring well #8 – Public Works (D.Grah)
- Approve Digester Cleaning Contract – Public Works (D.Grah)

MON, JULY 22, 2013 MEETINGS

4:00 PM

-

7:00 PM

- Chamber of Commerce Update
- PRESENTATION – by La Causa Member Noe Gadea recognizing Jose Garcia as “Outstanding Person of the Year”

MON, AUGUST 12, 2013 MEETINGS

4:00 PM

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

7:00 PM

- Northern Inyo Hospital Quarterly Update – (Angie Aukee and/or Cheryl Underhill)
- Approval of a Digester Cleaning Contract

MON – AUGUST 26, 2013 MEETINGS

4:00 PM

-

7:00 PM

- Chamber of Commerce Update
- Update by Supervisor Jeff Griffiths

MON, SEPTEMBER 9, 2013 MEETINGS

4:00 PM

-

7:00 PM

- Presentation of Quarterly Citizen Award
- Water and Sewer Commission rate recommendations
- Chamber of Commerce Update
- Grant SCE easements – Wye Road

MON – SEPTEMBER 23, 2013 MEETINGS

4:00 PM

-

7:00 PM

- Chamber of Commerce Update
- Update by Supervisor Jeff Griffiths
- Proposed ordinance/resolution – council salaries and benefits – Administration/City Attorney (K.Caldwell/P.Tracy)

TUES, OCTOBER 15, 2013 MEETINGS

4:00 PM

-

7:00 PM

- Approve Water and Sewer Rate hearing notices

MON – OCTOBER 28, 2013 MEETINGS

4:00 PM

-

7:00 PM

- Chamber of Commerce Update
- Update by Supervisor Jeff Griffiths

TUES, NOVEMBER 12, 2013 MEETINGS

4:00 PM

- Selection of Quarterly Citizen Award to be presented December 9

7:00 PM

- Chamber of Commerce Update
- Northern Inyo Hospital Quarterly Update – (Angie Aukee and/or Cheryl Underhill)
- Adoption of Preliminary 2014/2015 Budget

6/18/2013 4:29 PM

MON, NOVEMBER 25, 2013 MEETINGS

4:00 PM

•

7:00 PM

- Update by Supervisor Jeff Griffiths

MON, DECEMBER 9, 2013 MEETINGS

4:00 PM

•

7:00 PM

- Presentation of Quarterly Citizen Award
- Chamber of Commerce Update
- Public Hearing - water and sewer rates

MON, JANUARY 6, 2014 MEETINGS

4:00 PM

•

7:00 PM

- Reorganization – Selection of Mayor and Mayor Pro Tem
- Review of Mayoral Appointments

MON, JANUARY 20, 2014 MEETINGS

4:00 PM

•

7:00 PM

CITY OF BISHOP
CITY COUNCIL STUDY SESSION MINUTES
JUNE 10, 2013

CALL TO ORDER	Mayor Smith called the meeting to order at 4:01 p.m. in the City Council Chambers at 301 West Line Street, Bishop, California.
COUNCIL PRESENT	Council Members David Stottlemyre, Pat Gardner, Keith Glidewell Mayor Pro Tem Jim Ellis Mayor Laura Smith
COUNCIL ABSENT	None
OTHERS PRESENT	Keith Caldwell, City Administrator/Community Services Director Robin Picken, Assistant City Clerk Peter Tracy, City Attorney Cheryl Solesbee, Assistant Finance Director Ray Seguire, Fire Chief Chris Carter, Police Chief David Grah, Public Works Director/City Engineer
PUBLIC COMMENT	The Mayor announced the public comment period. No public comments were provided.
SCHEDULED DISCUSSION	Discussion was held on the following Study Session agenda items:
1. HOME Funds	City Administrator Caldwell gave an overview of the availability of HOME Funds and the opportunity that is currently available to apply for these funds.
2. Current 7:00 p.m. agenda items	Discussion was held on the upcoming agenda items for the evening meeting. Questions were answered by staff as needed.
3. Future agenda items	The list of future agenda items was reviewed.
4. Department Head Reports	Reports were given as appropriate.
COUNCIL DISCUSSION	Council Members had no committee reports, community announcements and/or comments or inquiries for staff.
CLOSED SESSION	At 4:31 p.m. the Mayor recessed to closed session as agendized: PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code § 54957 – Titles: City Attorney, Fire Chief, Police Chief, Public Works Director/City Engineer, and City Administrator/Community Services Director.

RECONVENE TO OPEN
SESSION

At 6:59 p.m. the Mayor reconvened the meeting to open session. The City Administrator announced that no action was taken by the Council during closed session.

ADJOURNMENT

The meeting was adjourned at 6:59 p.m. to the regular meeting scheduled at 7:00 p.m.

LAURA SMITH, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: _____
Robin Picken, Assistant City Clerk

CITY OF BISHOP
CITY COUNCIL MINUTES
JUNE 10, 2013

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

INVOCATION The invocation was given by Bishop resident Greg Allen followed by the Pledge of Allegiance led by Councilmember Stottlemyre.

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

COUNCIL ABSENT None

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

PUBLIC COMMENT The Mayor announced the public comment period.

Bishop resident Pam Mitchell presented Council written information about the Enterprise Zone referred as "EZ". She requested Council's review and support to "reform the EZ program to ensure it creates high-quality jobs, while reining in the wasteful General Fund spending and limiting the ability of consultants to profit from tax payer dollars."

Bishop resident Alex "Skandar" Reid reported to Council that he had spoken to every community in Inyo County and they do not understand the City of Bishop's slogan, "Small town with a big backyard." He said that most communities felt they were a "small town" in comparison to the City of Bishop and that they did not understand how we adopted such a slogan.

No further public comments were provided.

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

PRESENTATIONS

HOWARD HOLLAND –
CITY OF BISHOP SEAL
(1)

A presentation was made by Council to recognize Bishop resident Howard Holland for designing the Bishop Seal artwork that was adopted as the City of Bishop Seal on April 10, 1972. The original artwork has been framed and will be displayed in a prominent place in City Hall.

QUARTERLY CITIZEN
AWARD –
GREG ALLEN FAMILY
(2)

The Council presented the Greg Allen Family (Greg, Ruby, Ashley, Lindsey, Emily and Maggy) with the Quarterly Citizen Award for their many contributions to the community, each individually and as a family.

MISS CITY OF BISHOP AND
MISS TEEN CITY OF BISHOP
QUARTERLY REPORTS

Miss City of Bishop Kristina Blum and Miss Teen City of Bishop Indica Morgenstein were both unable to be in attendance due to other commitments and will plan to attend the next Council meeting to present their quarterly reports.

INYO COUNTY UPDATE

Second District Supervisor Jeff Griffiths provided an update on Inyo County business and activities.

CONSENT CALENDAR
(3)

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

Motion/Stottlemyre

FOR APPROVAL AND FILING

- (a) Study Session – May 28, 2013
- (b) Council Meeting – May 28, 2013
- (c) Personnel Status Change Report
- (d) Investment Portfolio – April 2013
- (e) Statement of Fund Transactions 7/1/12 - 4/30/13
- (f) Warrant Register – May 2013

FOR INFORMATION AND FILING

- (g) Planning Commission Minutes – April 30, 2013
- (h) Public Works Building Permits Report – May 2013
- (i) Fire Department Activity Log – May 2013

NEW BUSINESS

AGREEMENT FOR CITY OF
BISHOP VIDEO
(4)
Motion/Glidewell

Councilmember Glidewell made a motion to approve the “Introduction to Bishop Video Project 2013” agreement between the City of Bishop and Bristlecone Media LLC for an amount not-to-exceed \$5,000. Motion passed 5-0.

WAIVE CITY PARK
SWIMMING POOL ENTRY
FEE ON JULY 4, 2013
(5)
Motion/Gardner

On a motion by Councilmember Gardner, the Council voted 5-0 to approve waiving the City Park swimming pool entry fee for July 4, 2013.

POST NO PARKING ON
SPRUCE STREET ON JULY 4,
2013
(6)
No Action

Fire Chief Ray Seguire presented Council with the request to post "No Parking" on Spruce Street on July 4, 2013 primarily due to safety reasons. However, after further discussion with Council, he suggested that additional streets be considered for "No Parking" during the July 4th activities this year. Council agreed to pull this item and to bring this item back at their next meeting for consideration.

PUBLIC WORKS INTERN
(7)
Motion/Stottlemyre

Councilmember Stottlemyre made a motion to approve the recruitment of a Public Works Intern for 12 weeks starting July 1, 2013. Motion passed 5-0.

REQUEST TO AMEND
CONTRACT WITH
RESOURCES CONCEPT
INCORPORATED FOR THE
POSITIVE PRESSURE WATER
SYSTEM IMPROVEMENT
PROJECT
(8)
Motion/Stottlemyre

Councilmember Stottlemyre made a motion to approve the execution of Work Order 6 under the contract with Resources Concepts Incorporated for the Water Storage Tank Project and to authorize the expenditure not to exceed \$35,000 under this work order and a total for the contract not to exceed \$117,200. Motion passed 5-0.

COUNCIL REPORTS

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

CLOSED SESSION

The Mayor announced that the closed session was cancelled and that no action was taken during the closed session held at Study Session.

ADJOURNMENT

The Mayor adjourned the meeting at 8:28 p.m. to the Council Retreat scheduled for Friday, June 14, 2013 at 9:00 a.m. in the Executive Conference Room.

LAURA SMITH, MAYOR

Attest: Keith Caldwell, City Clerk

By: _____
Robin Picken, Assistant City Clerk

CITY OF BISHOP
CITY COUNCIL MINUTES
RETREAT
JUNE 14, 2013

CALL TO ORDER Mayor Smith called the meeting of the Bishop City Council to order at 9:04 a.m. in the Executive Conference Room, 377 West Line Street, Bishop, California.

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

COUNCIL ABSENT None

OTHERS PRESENT Keith Caldwell, City Administrator/Community Services Director
Peter Tracy, City Attorney
Cheryl Solesbee, Assistant Finance Director
Ray Seguine, Fire Chief
David Grah, Public Works Director/City Engineer
Jeff Griffiths, Second District Inyo County Supervisor

Discussion was held on the following agenda items:

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

Affordable Care Act (ACA) (1) The Assistant Finance Director presented Council with an overview of the Affordable Care Act (ACA).

CalPERS Policy Rate Changes (2) The Assistant Finance Director presented Council with an overview of CalPERS Policy Rate Changes.

Review of Transient Occupancy Tax Ordinance (3) The City Attorney led a discussion and review of the Transient Occupancy Tax Ordinance with Council.

Strategic Planning (4) Mayor Smith opened the Strategic Planning discussions to a broad-based discussion on why each member ran for City Council. Inyo Supervisor Jeff Griffiths provided his thoughts and ideas about his time as a council member and his thoughts on City/County collaboration and economic development. Mayor Smith shared an article from a councilmember seminar she attended on the responsibilities and "role" of the Council.

At 12:00 noon, Mayor Smith excused herself and turned the meeting over to Mayor Pro Tem Ellis. Discussion continued.

ADJOURNMENT

Mayor Pro Tem Ellis adjourned the meeting at 12:14 p.m. to the Study Session scheduled for Monday, June 24, 2013 at 4:00 p.m. in the City Council Chambers.

LAURA SMITH, MAYOR

Attest: Keith Caldwell, City Clerk

By: _____
Robin Picken, Assistant City Clerk

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

SUBJECT: **CONSENT CALENDAR – PERSONNEL STATUS CHANGE REPORT**

DATE: JUNE 24, 2013

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

<u>COMMUNITY SERVICES</u>	<u>EFFECTIVE DATE</u>
(A) Life Guard I Part-Time - \$9.00/per hour Seasonal HIRE: Chance Callahan	5/27/2013
(B) Park Helper I, II, III Part-Time - \$11.00, \$12.00, \$13.00/per hour Seasonal HIRE: Donald Salac	5/27/2013
(C) Activities Director Part-Time - \$8.00/per hour Seasonal HIRE: Ian Bishop	6/10/2013
(D) Park Helper I, II, III Part-Time - \$11.00, \$12.00, \$13.00/per hour Seasonal HIRE: Jimmy Mena	6/10/2013
 <u>PLANNING</u>	
(E) Planning Commissioner Part-Time - \$50.00/per meeting APPOINTED/HIRE: Mark A. Heckman	6/22/2013

1e

**Bishop Police Department
Interoffice Memorandum**

Date: 06/18/13

BPD Memo Log# BPD-151-13

To: Keith Caldwell, City Administrator *KSC*

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).

SURPLUS PROPERTY

CASE #	DESCRIPTION	SERIAL #	PROPERTY TAG #	DISPO DATE
13-0092	Multi-colored women's wallet	N/A	1	05/02/13
13-0171	One multi-colored blanket	N/A	1	05/25/13
13-0171	Baby animal, jacket and baby clothes	N/A	2	05/25/13
13-0248	Fake Samsung Galaxy display phone	N/A	1	06/22/13

*****Items will not be destroyed until after purge date*****



Chris Carter, Chief of Police

Date 6-18-13

1f

CITY OF BISHOP

STATEMENT OF FUND TRANSACTIONS FOR THE PERIOD OF:

July 01, 2012 thru May 31, 2013

CITY FUND BALANCE	\$ 5,569,677.48
Plus Receipts	\$ 566,871.67
Less Expenditures	\$ (877,475.00)

TOTAL CITY FUND BALANCE \$ 5,259,074.15

CASH IN BANKS

Union Bank Checking Accounts	\$ 47,321.15
State Treasurer LAIF	\$ 5,211,753.00

TOTAL CASH IN BANKS \$ 5,259,074.15

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

FISCAL YEAR 2013

	BEGINNING BALANCE	EXPENDITURES	RECEIPTS	TRANSFERS DEBITS-CREDITS	ENDING BALANCE
000-	.00	.00	.00	.00	.00
001- GENERAL FUND	2,321,776.88	449,130.19	345,271.98	5,846.35-	2,212,072.32
002- SEWER FUND	787,747.36	104,373.53	64,124.07	.00	747,497.90
003- GAS TAX	12,069.95	12,463.53	8,079.87	.00	7,686.29
004- WATER FUND	1,360,309.16	193,842.06	70,106.09	.00	1,236,573.19
005- CABLE TV PUBLIC ACCESS	.00	.00	.00	.00	.00
007- LOCAL TRANSPORTATION	.00	.00	.00	.00	.00
008- BOND AND TRUST FUND	2,544.60	.00	26.00	.00	2,570.60
009- TRAFFIC SAFETY	5,004.57	1,919.67	146.69	.00	4,031.59
010- TUT MEASURE A	140,167.06	55,843.81	6,070.60	.00	90,393.85
012- SUNRISE MHP	145,972.00	21,039.35	53,352.42	25.25-	178,259.82
013- GENERAL FIXED ASSETS	.00	.00	.00	.00	.00
014- REDEVELOPMENT FUND	.00	.00	.00	.00	.00
015- WATER IMPROVEMENT	.00	.00	.00	.00	.00
017- GENERAL LONG TERM DEBT	.00	.00	.00	.00	.00
018- STORE FRONT GRANT	.00	.00	.00	.00	.00
019- DEFERRED COMPENSATION	.00	.00	.00	.00	.00
021- CANINE DONATION	14,458.94	1,172.50	137.00	.00	13,423.44
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- PAPP AVE PROJECT	.00	.00	.00	.00	.00
028- WYE ROAD PROJECT	.00	.00	.00	.00	.00
029- HOME STREET PROJECT	.00	.00	.00	.00	.00
030- K MART	.00	.00	.00	.00	.00
032- CLEEPS/ENF&EQUIP PRORM	.00	.00	.00	.00	.00

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

FISCAL YEAR 2013

	BEGINNING BALANCE	EXPENDITURES	RECEIPTS	TRANSFERS DEBITS-CREDITS	ENDING BALANCE
033- COPS	79,381.15	21,065.55	.00	5,300.75	63,616.25
034- SAFE ROUTE TO SCHOOLS	.00	.00	.00	.00	.00
035- MAC IVER ST EXT/STIP&TE	.00	.00	.00	.00	.00
036- WYE RD INTERSECTION IMP	801,637.04	982.50	.00	.00	800,654.54
037- HOME FUNDS/WILLOW ST	.00	.00	.00	.00	.00
038- MACIVR/IMACA CDBG-1951	.00	.00	.00	.00	.00
039- GIS/GRANTS	2,891.84	.00	.00	.00	2,891.84
040- PVMNT MGNT PLAN PHASE	.00	.00	.00	.00	.00
041- PAVEMNT MIGHT PLAN 2	.00	.00	.00	.00	.00
042- FED GRANT/B065P/CA0082	1,713.67	.00	.00	.00	1,713.67
043- ROAD PROJECT A	.00	.00	.00	.00	.00
046- SNEDEN IMPROVEMENTS	36,257.81	10,908.00	.00	.00	47,165.81
047- SOUTH SECOND IMPROV	.00	.00	.00	.00	.00
048- WARREN IMPROVEMENTS	21,636.04	3,250.96	19,556.95	.00	5,330.10
049- W. PINE IMPROVEMENTS	.00	.00	.00	.00	.00
050- BUS PULLOUTS	.00	.00	.00	.00	.00
052- GROVE ST SIDEWALKS	.00	.00	.00	.00	.00
053- ENVIR CONSTRAINTS	.00	.00	.00	.00	.00
054- E. LINE ST BRIDGE	.00	.00	.00	.00	.00
055- JAY ST EXTENSION	.00	.00	.00	.00	.00
056- WYE RD EXTENSION	.00	.00	.00	.00	.00
057- SELBU TO SCHL BIKE PATH	36,727.49	912.50	.00	.00	37,639.99
058- PINE TO PARK/STIP	12,175.35	.00	.00	.00	12,175.35
059- HANBY PAVEMENT PROJECT	.00	.00	.00	.00	.00
070- HOME OWNER ASSIST PRGM	.00	.00	.00	.00	.00
071- SILVER PEAK/IMACA	.00	.00	.00	.00	.00

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

		FISCAL YEAR 2013			ENDING	
		BEGINNING	EXPENDITURES	RECEIPTS	TRANSFERS	BALANCE
		BALANCE			DEBITS-CREDITS	
099- DEBT SERVICE		.00	.00	.00	.00	.00
TOTALS		5,569,677.48	876,904.15	566,871.67	570.85-	5,259,074.15

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL YEAR TO DATE	***** OVER - UNDER BUDGET	% TO DATE
REVENUES					
31010 PROPERTY TAXES SECUR	370,000.00	.00	360,229.87	9,770.13	97
31020 PROPERTY TAXES UNSEC	108,000.00	.00	62,466.45	45,533.55	57
31030 PROPERTY TAXES PRIOR	.00	.00	3,528.57	3,528.57-	0
31050 PROPERTY TAX HOMEOWN	3,000.00	.00	1,560.83	1,439.17	52
31060 PROP TAX MISC	24,000.00	.00	5,560.78	18,439.22	23
31065 VLF SWAP/PROP TX IN	280,000.00	.00	279,597.36	402.64	99
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	136,400.00	1,264,580.05	335,419.95	79
31122 TRIPLE FLIP/LIEU SLS	550,000.00	.00	549,237.38	762.62	99
31126 DWP WTR AGREEMENT PA	180,000.00	.00	185,406.00	5,406.00-	103
31128 SALES TX 1/2%-PUBLIC	13,000.00	.00	13,778.71	778.71-	105
31130 TRANSIENT OCCUPANCY	1,800,000.00	175,554.06	1,327,444.94	472,555.06	73
31150 REAL PROPERTY TRANSF	5,000.00	699.05	11,604.98	6,604.98-	232
32010 BUSINESS LICENSES	50,000.00	288.00	48,570.42	1,429.58	97
32020 SB 1186/ADA	.00	2.00	21.00	21.00-	0
32035 TENTATIVE MAP PERMIT	750.00	.00	.00	750.00	0
32040 USE PERMITS	4,000.00	1,620.00	6,240.00	2,240.00-	156
32050 BUILDING PERMITS	15,000.00	3,981.05	43,750.18	28,750.18-	291
32060 ELECTRICAL PERMITS	3,000.00	.00	.00	3,000.00	0
32070 PLUMBING/MECHANICAL	4,000.00	.00	10.00	3,990.00	0
32080 ELECTRICAL FRANCHISE	34,000.00	.00	33,087.31	912.69	97
32090 TV FRANCHISE	12,000.00	.00	9,509.70	2,490.30	79
33010 INTEREST ON BANK DEP	14,000.00	3.58	8,027.56	5,972.44	57
33020 RENTAL OF REAL PROPE	110,000.00	9,915.58	107,928.65	2,071.35	98
34010 MOTOR VEHICLE IN LIE	12,000.00	.00	1,995.70	10,004.30	16
34015 MTR VEH LIC FEE 1100	.00	.00	.00	.00	0
34030 OFF HWY MOTOR VEH. F	100.00	.00	.00	100.00	0
34040 REIMB. HIGHWAY SWEEP	20,000.00	.00	15,000.03	4,999.97	75
34042 PROP 1B/LOCAL STREET	.00	.00	.00	.00	0
34045 PAVEMENT MGNT PLAN	.00	.00	.00	.00	0
34046 DOC/RECYCLING GRANT	5,000.00	.00	.00	5,000.00	0
34048 TRAFFIC CONGESTION	.00	.00	.00	.00	0
34050 REIMB. FOR RFD FACIL	1,800.00	.00	1,800.00	.00	100
34070 REIMB. SMALL CLAIMS	.00	.00	.00	.00	0
34080 REIMB. RFD STATE COM	10,031.00	.00	9,976.25	54.75	99
34081 SALARY REIMB FRM RF	.00	.00	.00	.00	0
34082 MISC REIM FROM RF DI	30,000.00	.00	29,272.49	727.51	97
34083 SMHP MANAGEMENT FEE	.00	.00	.00	.00	0
34090 LOAN RETIREMENT SUNR	.00	.00	.00	.00	0
34110 COURT RESTITUTIONS	.00	.00	.00	.00	0
34118 REIMB OF BOOKING FEE	.00	.00	.00	.00	0
34120 PEACE OFFICERS TRAIN	9,600.00	.00	8,829.77	770.23	91
34122 DVROS-STATE	.00	.00	20.88	20.88-	0
34125 PARKING CITATIONS	15,000.00	.00	5,360.37	9,639.63	35
34135 MANDATED COSTS REIMB	.00	.00	.00	.00	0
34140 DISPATCH CONTRACTS	500.00	.00	7,480.00	6,980.00-	1,496
34150 ASSET FORFEIT REFUND	.00	.00	.00	.00	0
34160 911 REIM-STATE	.00	.00	.00	.00	0

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
35010 PLAN CHECKING	5,000.00	.00	3,258.76	1,741.24	65
35015 GRADING PERMIT	.00	.00	.00	.00	0
35020 STRONG MOTION INST.	200.00	11.01	275.74	75.74-	137
35060 CBSC/BLDG PERMIT	100.00	10.00	110.00	10.00-	110
36010 SALE OF PERSONAL PRO	6,800.00	.00	1,006.83	5,793.17	14
36020 INS. REFUNDS & DIVID	45,000.00	.00	23,678.92	21,321.08	52
36025 FORFEITURE OF DEPOSI	.00	.00	.00	.00	0
36030 MISCELLANEOUS	30,000.00	4,222.60	44,873.17	14,873.17-	149
36032 CENTENNIAL COINS	.00	.00	.00	.00	0
36040 FINGERPRINTING & REP	33,000.00	2,677.00	33,341.25	341.25-	101
36042 AB109/REALIGNMENT	.00	.00	3,184.00	3,184.00-	0
36065 COMPUTER LOAN PAYBAC	.00	.00	.00	.00	0
36070 CIVIC ARTS	5,000.00	.00	.00	5,000.00	0
36078 AFTER SCHOOL PROGRAM	.00	.00	.00	.00	0
36079 LTC/CIRCULATION ELEM	.00	.00	.00	.00	0
36082 STATE SEC ENCHMNT	.00	.00	.00	.00	0
36084 STATE PARK GRANT PRO	.00	.00	.00	.00	0
36085 REIMB OF FED/STATE G	.00	.00	.00	.00	0
36086 FEMA GRANT/FIRE	.00	.00	.00	.00	0
36087 INDIAN GAMING GRANT/	12,000.00	.00	.00	12,000.00	0
36088 1ST FIVE GRANT/INYO	.00	.00	.00	.00	0
36090 SCE/ENERGY CONSV GRA	.00	.00	.00	.00	0
36091 CERTIFICATE OF COMP	.00	.00	.00	.00	0
39141 INT ON LOANS	.00	.00	.00	.00	0
39143 LOAN PMTS	.00	.00	.00	.00	0
39240 TENNIS	.00	.00	.00	.00	0
39250 SOFTBALL	.00	.00	.00	.00	0
39255 VOLLEYBALL	.00	.00	.00	.00	0
39260 BASKETBALL	.00	.00	.00	.00	0
39275 FACILITY RENTAL FEE	3,500.00	158.00	2,027.00	1,473.00	57
39278 TREE DEDICATION	.00	.00	.00	.00	0
39280 SUMMER YOUTH PROGRAM	.00	.00	.00	.00	0
39282 SKATE PARK DONATIONS	.00	.00	.00	.00	0
39290 SWIMMING POOL	38,000.00	5,617.50	25,844.04	12,155.96	68
39292 SWIMMING POOL MISC I	200.00	.00	.00	200.00	0
39297 YOUTH ATHLETICS	25,000.00	4,039.55	14,128.05	10,871.95	56
39298 ADULT ATHLETICS	30,000.00	73.00	35,748.90	5,748.90-	119
39901 PROCEEDS FROM LEASE	.00	.00	.00	.00	0
39999 REVENUE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>5,517,581.00</u>	<u>345,271.98</u>	<u>4,589,352.89</u>	<u>928,228.11</u>	<u>83</u>

EXPENDITURES

51002 SALARIES/PART-TIME	.00	.00	.00	.00	0
TOTAL	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>

010 CITY COUNCIL

51001 SALARIES-FULL TIME	18,000.00	1,500.00	16,200.00	1,800.00	90
51007 HEALTH INSURANCE	54,000.00	2,568.39	36,531.46	17,468.54	67
51008 DENTAL INSURANCE	7,500.00	537.04	6,617.94	882.06	88

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND
PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** ACTUAL ***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
51010 WORKERS COMPENSATION	200.00	13.80	162.84	37.16	81
51011 MEDICARE TAX	300.00	17.70	205.64	94.36	68
51017 FICA	300.00	19.50	210.60	89.40	70
51025 RETIREE HEALTH INSUR	53,000.00	4,206.56	46,727.72	6,272.28	88
51043 DISABILITY INSURANCE	600.00	49.00	519.40	80.60	86
51046 OPEB/POST EMP BENEFI	.00	.00	.00	.00	0
52009 TRAINING	1,125.00	.00	1,064.87	60.13	94
52011 ADVERTISING/PRINTING	3,875.00	271.15	3,152.27	722.73	81
52012 OFFICE SUPPLIES,POST	1,500.00	33.58	437.12	1,062.88	29
52013 COMMUNICATIONS	500.00	.00	.00	500.00	0
52014 MEETINGS, TRAVEL, CO	12,000.00	2,690.19	11,504.77	495.23	95
52015 PROFESSIONAL/TECH. S	16,000.00	2,665.83	17,060.72	1,060.72-	106
52018 SPECIAL DEPT. SUPPLI	3,000.00	51.20	1,358.67	1,641.33	45
52019 MISC. DUES & SUBSCRI	3,000.00	.00	2,684.04	315.96	89
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
TOTAL CITY COUNCIL	174,900.00	14,623.94	144,438.06	30,461.94	82
011 ADMINISTRATION					
51001 SALARIES-FULL TIME	150,000.00	10,471.84	158,432.86	8,432.86-	105
51002 SALARIES/PART-TIME	.00	.00	.00	.00	0
51004 OVERTIME WAGES	7,500.00	.00	6,457.02	1,042.98	86
51007 HEALTH INSURANCE	22,700.00	1,493.19	23,336.08	636.08-	102
51008 DENTAL INSURANCE	5,800.00	204.07	4,099.25	1,700.75	70
51009 PERS EMPLOYEE/EMPLOY	43,000.00	2,377.06	37,663.41	5,336.59	87
51010 WORKERS COMPENSATION	3,600.00	188.76	3,104.16	495.84	86
51011 MEDICARE TAX	2,300.00	145.10	2,337.14	37.14-	101
51017 FICA	.00	.00	.00	.00	0
51022 P.A.R.S SYSTEM	28,000.00	1,151.54	25,997.18	2,002.82	92
51024 EMPLOYER COMP MATCH	3,200.00	108.00	1,913.00	1,287.00	59
51025 RETIREE HEALTH INSUR	28,000.00	2,988.23	26,246.57	1,753.43	93
51042 UNEMPLOYMENT INS.	14,000.00	2,549.00	10,936.00	3,064.00	78
51043 DISABILITY INSURANCE	3,000.00	163.74	2,201.00	799.00	73
51046 OPEB/POST EMP BENEFI	17,500.00	.00	13,216.73	4,283.27	75
52009 TRAINING	1,000.00	.00	575.00	425.00	57
52011 ADVERTISING/PRINTING	600.00	.00	435.84	164.16	72
52012 OFFICE SUPPLIES,POST	2,000.00	139.79	1,913.97	86.03	95
52013 COMMUNICATIONS	1,300.00	15.43	101.95	1,198.05	7
52014 MEETINGS, TRAVEL, CO	4,100.00	475.00	4,378.00	278.00-	106
52015 PROFESSIONAL/TECH. S	9,900.00	.00	9,615.60	284.40	97
52018 SPECIAL DEPT. SUPPLI	500.00	38.88	96.12	403.88	19
52019 MISC. DUES & SUBSCRI	1,500.00	.00	1,106.00	394.00	73
52030 MISC. ADM/EMP COMP P	200.00	.00	78.84	121.16	39
53022 OFFICE EQUIP. OPERAT	3,000.00	200.19	3,065.77	65.77-	102
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
TOTAL ADMINISTRATION	352,700.00	22,709.82	337,307.49	15,392.51	95
012 FINANCE					
51001 SALARIES-FULL TIME	36,000.00	3,361.24	36,260.84	260.84-	100

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
51002 SALARIES/PART-TIME	25,000.00	1,273.38	21,689.91	3,310.09	86
51004 OVERTIME WAGES	6,000.00	.00	1,126.73	4,873.27	18
51007 HEALTH INSURANCE	6,200.00	511.91	5,402.91	797.09	87
51008 DENTAL INSURANCE	700.00	61.76	741.69	41.69-	105
51009 PERS EMPLOYEE/EMPLOY	12,000.00	1,059.88	11,312.87	687.13	94
51010 WORKERS COMPENSATION	800.00	42.65	599.46	200.54	74
51011 MEDICARE TAX	1,200.00	66.40	849.34	350.66	70
51017 FICA	1,000.00	82.56	883.99	116.01	88
51022 P.A.R.S SYSTEM	9,189.00	732.60	7,867.46	1,321.54	85
51024 EMPLOYER COMP MATCH	1,600.00	146.00	1,574.50	25.50	98
51025 RETIREE HEALTH INSUR	9,000.00	586.33	6,975.69	2,024.31	77
51043 DISABILITY INSURANCE	800.00	60.96	738.16	61.84	92
51046 OPEB/POST EMP BENEFI	3,411.00	.00	3,410.60	.40	99
52009 TRAINING	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	500.00	.00	162.44	337.56	32
52012 OFFICE SUPPLIES,POST	3,300.00	195.52	3,306.93	6.93-	100
52013 COMMUNICATIONS	500.00	4.71	38.91	461.09	7
52014 MEETINGS, TRAVEL, CO	2,000.00	.00	1,446.99	553.01	72
52015 PROFESSIONAL/TECH. S	46,700.00	1,160.60	47,501.52	801.52-	101
52018 SPECIAL DEPT. SUPPLI	3,000.00	.00	1,992.85	1,007.15	66
52019 MISC. DUES & SUBSCRI	500.00	.00	82.00	418.00	16
52116 E.S. TRANSIT AUTH LO	.00	.00	.00	.00	0
53022 OFFICE EQUIP. OPERAT	8,500.00	120.98	6,176.85	2,323.15	72
55023 EXP-SMALL CLAIMS	.00	.00	.00	.00	0
55024 RENTALS-REFUNDS	500.00	.00	.00	500.00	0
56028 CAPITAL EQUIPMENT	5,500.00	.00	.00	5,500.00	0
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
TOTAL FINANCE	183,900.00	9,467.48	160,142.64	23,757.36	87
013 TREASURER					
51001 SALARIES-FULL TIME	1,800.00	150.00	1,650.00	150.00	91
51007 HEALTH INSURANCE	.00	.00	.00	.00	0
51010 WORKERS COMPENSATION	50.00	1.38	16.56	33.44	33
51011 MEDICARE TAX	30.00	1.70	21.34	8.66	71
51017 FICA	35.00	1.96	21.56	13.44	61
51046 OPEB/POST EMP BENEFI	.00	.00	.00	.00	0
52009 TRAINING	.00	.00	.00	.00	0
TOTAL TREASURER	1,915.00	155.04	1,709.46	205.54	89
014 LEGAL SERVICES					
51011 MEDICARE TAX	.00	.00	.00	.00	0
51012 CONTRACT SALARY	66,000.00	5,500.00	55,000.00	11,000.00	83
52014 MEETINGS, TRAVEL, CO	1,254.00	.00	1,253.28	.72	99
52015 PROFESSIONAL/TECH. S	.00	7,006.50	7,006.50	7,006.50-	0
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
52019 MISC. DUES & SUBSCRI	2,946.00	388.83	2,807.79	138.21	95
55040 LITIGATION SERVICES	24,171.00	2,836.81	25,796.43	1,625.43-	106

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
TOTAL LEGAL SERVICES	94,371.00	15,732.14	91,864.00	2,507.00	97
015 INSURANCE					
51008 DENTAL INSURANCE	.00	.00	.00	.00	0
51009 PERS EMPLOYEE/EMPLOY	200.00	.00	200.00	.00	100
51010 WORKERS COMPENSATION	11,000.00	.00	10,537.68	462.32	95
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	.00	.00	.00	.00	0
51046 OPEB/POST EMP BENEFI	.00	.00	.00	.00	0
52008 ADMINISTRATION FEES	4,200.00	204.86	1,879.45	2,320.55	44
52016 INSURANCE	380,000.00	.00	279,241.00	100,759.00	73
TOTAL INSURANCE	395,400.00	204.86	291,858.13	103,541.87	73
016 BUILDING AND GROUNDS					
51001 SALARIES-FULL TIME	48,000.00	3,782.90	41,478.40	6,521.60	86
51002 SALARIES/PART-TIME	23,700.00	1,066.00	12,402.00	11,298.00	52
51004 OVERTIME WAGES	3,300.00	.00	2,941.71	358.29	89
51007 HEALTH INSURANCE	8,000.00	644.18	7,137.01	862.99	89
51008 DENTAL INSURANCE	800.00	59.53	601.20	198.80	75
51009 PERS EMPLOYEE/EMPLOY	15,000.00	1,177.18	12,790.02	2,209.98	85
51010 WORKERS COMPENSATION	7,000.00	391.91	5,189.45	1,810.55	74
51011 MEDICARE TAX	1,400.00	69.27	813.85	586.15	58
51017 FICA	800.00	57.86	557.20	242.80	69
51022 P.A.R.S SYSTEM	10,500.00	841.98	9,153.49	1,346.51	87
51024 EMPLOYER COMP MATCH	.00	.00	.00	.00	0
51025 RETIREE HEALTH INSUR	.00	.00	.00	.00	0
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	1,200.00	52.14	531.54	668.46	44
51046 OPEB/POST EMP BENEFI	6,000.00	.00	4,029.39	1,970.61	67
52010 HEAT,LIGHT,POWER	44,400.00	3,253.20	47,614.96	3,214.96-	107
52011 ADVERTISING/PRINTING	.00	42.10	42.10	42.10-	0
52013 COMMUNICATIONS	6,000.00	445.29	5,992.53	7.47	99
52015 PROFESSIONAL/TECH. S	4,100.00	663.57	4,153.51	53.51-	101
52017 WASTE FEES	2,100.00	185.07	2,126.78	26.78-	101
52018 SPECIAL DEPT. SUPPLI	3,000.00	212.27	958.99	2,041.01	31
53020 VEHICLE OPERATION	1,000.00	82.71	573.02	426.98	57
54023 BUILDING OPERATION	7,500.00	364.93	6,864.55	635.45	91
56027 CAPITAL IMPROVEMENT	27,497.00	.00	3,496.04	24,000.96	12
56028 CAPITAL EQUIPMENT	.00	8,628.93	8,628.93	8,628.93-	0
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
56032 CAP EXP - COP PAYMEN	.00	.00	.00	.00	0
TOTAL BUILDING AND GROUNDS	221,297.00	22,021.02	178,076.67	43,220.33	80
018 ELECTIONS					
51002 SALARIES/PART-TIME	.00	.00	.00	.00	0
52009 TRAINING	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	103.00	.00	95.55	7.45	92
52012 OFFICE SUPPLIES,POST	857.00	.00	7.33	849.67	0

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
52013 COMMUNICATIONS	.00	133.06	133.06	133.06-	0
52015 PROFESSIONAL/TECH. S	2,455.00	.00	921.36	1,533.64	37
52018 SPECIAL DEPT. SUPPLI	436.00	.00	.00	436.00	0
TOTAL ELECTIONS	3,851.00	133.06	1,157.30	2,693.70	30
019 COMMUNITY PROMOTION					
52111 CHAMBER OF COMMERCE	128,304.00	10,692.00	128,304.00	.00	100
52113 LAWS MUSEUM	11,664.00	.00	11,664.00	.00	100
52114 TRAIN PROGRAM	.00	.00	.00	.00	0
52118 CHRISTMAS LIGHTS	.00	.00	.00	.00	0
52120 SENIOR LEGAL PROGRAM	1,000.00	.00	1,000.00	.00	100
52121 ESAAA/SENIOR PROGRAM	5,000.00	.00	5,000.00	.00	100
52123 SENIOR REC. PROGRAM	250.00	.00	.00	250.00	0
52125 TRI COUNTY FAIR/CHSR	1,094.00	.00	.00	1,094.00	0
TOTAL COMMUNITY PROMOTION	147,312.00	10,692.00	145,968.00	1,344.00	99
020 POLICE DEPARTMENT					
51001 SALARIES-FULL TIME	1,193,500.00	100,142.00	1,067,547.47	125,952.53	89
51002 SALARIES/PART-TIME	28,000.00	2,722.40	12,035.90	15,964.10	42
51003 RESERVES-PART/TIME	.00	.00	.00	.00	0
51004 OVERTIME WAGES	110,000.00	8,341.68	95,887.98	14,112.02	87
51007 HEALTH INSURANCE	250,000.00	22,689.34	234,704.35	15,295.65	93
51008 DENTAL INSURANCE	26,000.00	2,282.42	24,040.45	1,959.55	92
51009 PERS EMPLOYEE/EMPLOY	486,000.00	39,449.26	420,337.00	65,663.00	86
51010 WORKERS COMPENSATION	115,000.00	7,474.36	84,890.65	30,109.35	73
51011 MEDICARE TAX	20,000.00	1,812.37	18,072.99	1,927.01	90
51015 SHIFT DIFFERENTIAL P	80,500.00	6,829.13	80,046.22	453.78	99
51017 FICA	1,000.00	77.31	654.40	345.60	65
51019 SALARIES-CADETS	.00	.00	.00	.00	0
51022 P.A.R.S SYSTEM	70,000.00	5,403.15	58,103.53	11,896.47	83
51024 EMPLOYER COMP MATCH	5,000.00	279.00	2,970.00	2,030.00	59
51025 RETIREE HEALTH INSUR	217,000.00	14,923.08	178,043.53	38,956.47	82
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	23,000.00	1,836.73	19,883.15	3,116.85	86
51044 LIABILITY CLAIMS	.00	.00	.00	.00	0
51046 OPEB/POST EMP BENEFI	103,000.00	.00	102,470.29	529.71	99
52009 TRAINING	27,842.00	1,120.00	25,916.99	1,925.01	93
52010 HEAT,LIGHT,POWER	25,000.00	701.37	12,556.99	12,443.01	50
52011 ADVERTISING/PRINTING	3,000.00	.00	715.87	2,284.13	23
52012 OFFICE SUPPLIES,POST	6,156.00	658.99	6,106.14	49.86	99
52013 COMMUNICATIONS	35,271.00	3,306.61	34,262.07	1,008.93	97
52014 MEETINGS, TRAVEL, CO	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. S	35,893.00	1,753.37	29,985.35	5,907.65	83
52018 SPECIAL DEPT. SUPPLI	7,619.00	3,851.26	10,397.80	2,778.80-	136
52019 MISC. DUES & SUBSCRI	2,000.00	83.20	1,891.41	108.59	94
52021 FINGERPRINT FEES	13,000.00	1,550.00	12,299.00	701.00	94
52023 BOOKING FEES	.00	.00	.00	.00	0
52218 PRISONER TSP.& INVES	1,000.00	.00	.00	1,000.00	0

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND
PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
52650 ASSET FORFEIT EXPENS	20,512.00	.00	15,533.74	4,978.26	75
52654 INDIAN GAMING GRANT	.00	.00	.00	.00	0
53020 VEHICLE OPERATION	59,903.00	4,508.06	52,020.04	7,882.96	86
53022 OFFICE EQUIP. OPERAT	6,500.00	487.46	4,488.15	2,011.85	69
54023 BUILDING OPERATION	10,000.00	685.34	9,948.66	51.34	99
55024 RENTALS-REFUNDS	.00	.00	.00	.00	0
55040 LITIGATION SERVICES	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	13,000.00	13,000.00	13,000.00-	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
TOTAL POLICE DEPARTMENT	2,981,696.00	245,967.89	2,628,810.12	352,885.88	88
021 FIRE DEPARTMENT					
51001 SALARIES-FULL TIME	8,500.00	703.34	7,736.74	763.26	91
51002 SALARIES/PART-TIME	47,000.00	5,578.00	47,113.50	113.50-	100
51007 HEALTH INSURANCE	3,500.00	217.93	2,290.23	1,209.77	65
51008 DENTAL INSURANCE	300.00	20.14	322.55	22.55-	107
51009 PERS EMPLOYEE/EMPLOY	4,300.00	362.84	4,379.27	79.27-	101
51010 WORKERS COMPENSATION	32,487.00	176.48	18,742.81	13,744.19	57
51011 MEDICARE TAX	1,000.00	35.92	384.75	615.25	38
51017 FICA	800.00	67.36	643.41	156.59	80
51022 P.A.R.S SYSTEM	1,800.00	149.10	1,640.10	159.90	91
51025 RETIREE HEALTH INSUR	6,800.00	458.22	5,444.62	1,355.38	80
51041 FIREMANS LIFE INS.	2,106.00	.00	1,899.00	207.00	90
51043 DISABILITY INSURANCE	300.00	13.29	266.54	33.46	88
51046 OPEB/POST EMP BENEFI	1,000.00	.00	717.40	282.60	71
52009 TRAINING	1,085.00	.00	409.00	676.00	37
52010 HEAT,LIGHT,POWER	6,216.00	528.94	5,733.14	482.86	92
52011 ADVERTISING/PRINTING	100.00	.00	.00	100.00	0
52012 OFFICE SUPPLIES,POST	350.00	.00	223.75	126.25	63
52013 COMMUNICATIONS	3,995.00	450.00	3,772.82	222.18	94
52014 MEETINGS, TRAVEL, CO	2,796.00	.00	2,960.19	164.19-	105
52015 PROFESSIONAL/TECH. S	5,200.00	706.75	5,847.04	647.04-	112
52018 SPECIAL DEPT. SUPPLI	40,371.00	3,566.34	39,287.14	1,083.86	97
52019 MISC. DUES & SUBSCRI	500.00	.00	409.94	90.06	81
53020 VEHICLE OPERATION	27,985.00	1,035.52	29,676.66	1,691.66-	106
53022 OFFICE EQUIP. OPERAT	100.00	.00	99.35	.65	99
54023 BUILDING OPERATION	1,400.00	.00	1,344.44	55.56	96
55024 RENTALS-REFUNDS	952.00	.00	951.50	.50	99
56027 CAPITAL IMPROVEMENT	3,620.00	.00	3,615.46	4.54	99
56028 CAPITAL EQUIPMENT	57,418.00	.00	57,417.49	.51	99
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
TOTAL FIRE DEPARTMENT	261,981.00	14,070.17	243,328.84	18,652.16	92
022 BUILDING					
51001 SALARIES-FULL TIME	50,000.00	4,319.70	47,163.53	2,836.47	94
51004 OVERTIME WAGES	200.00	.00	.00	200.00	0
51007 HEALTH INSURANCE	12,000.00	955.90	9,946.89	2,053.11	82

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND
PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
51008 DENTAL INSURANCE	1,000.00	88.33	862.72	137.28	86
51009 PERS EMPLOYEE/EMPLOY	16,000.00	1,291.64	14,010.21	1,989.79	87
51010 WORKERS COMPENSATION	2,000.00	126.22	1,500.78	499.22	75
51011 MEDICARE TAX	800.00	61.12	670.07	129.93	83
51022 P.A.R.S SYSTEM	13,000.00	945.78	10,268.62	2,731.38	78
51024 EMPLOYER COMP MATCH	1,600.00	134.00	1,458.25	141.75	91
51025 RETIREE HEALTH INSUR	6,600.00	421.67	4,811.83	1,788.17	72
51043 DISABILITY INSURANCE	1,000.00	76.15	760.57	239.43	76
51046 OPEB/POST EMP BENEFI	4,400.00	.00	4,370.89	29.11	99
52009 TRAINING	1,000.00	485.00	735.25	264.75	73
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	350.00	1.84	185.76	164.24	53
52013 COMMUNICATIONS	500.00	.00	319.13	180.87	63
52014 MEETINGS, TRAVEL, CO	1,500.00	.00	286.59	1,213.41	19
52015 PROFESSIONAL/TECH. S	1,250.00	.00	641.29	608.71	51
52018 SPECIAL DEPT. SUPPLI	920.00	.00	44.21	875.79	4
52019 MISC. DUES & SUBSCRI	675.00	.00	592.00	83.00	87
53020 VEHICLE OPERATION	1,200.00	63.01	879.94	320.06	73
53022 OFFICE EQUIP. OPERAT	430.00	45.49	412.96	17.04	96
55024 RENTALS-REFUNDS	.00	62.50	62.50	62.50-	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
TOTAL BUILDING	116,425.00	9,078.35	99,983.99	16,441.01	85
023 STREET MAINTENANCE					
51001 SALARIES-FULL TIME	40,000.00	1,822.01	31,199.92	8,800.08	77
51002 SALARIES/PART-TIME	.00	.00	.00	.00	0
51004 OVERTIME WAGES	2,000.00	321.79	1,517.07	482.93	75
51007 HEALTH INSURANCE	9,500.00	601.67	4,912.40	4,587.60	51
51008 DENTAL INSURANCE	900.00	54.72	586.78	313.22	65
51009 PERS EMPLOYEE/EMPLOY	12,000.00	410.68	4,669.72	7,330.28	38
51010 WORKERS COMPENSATION	6,800.00	318.11	3,622.37	3,177.63	53
51011 MEDICARE TAX	700.00	30.32	320.83	379.17	45
51013 PW-PART TIME SALARIE	.00	.00	.00	.00	0
51017 FICA	.00	.00	.00	.00	0
51018 DUTY TIME	4,800.00	.00	3,543.75	1,256.25	73
51022 P.A.R.S SYSTEM	10,000.00	331.54	3,554.58	6,445.42	35
51024 EMPLOYER COMP MATCH	1,800.00	.00	.00	1,800.00	0
51025 RETIREE HEALTH INSUR	8,000.00	619.64	6,852.07	1,147.93	85
51043 DISABILITY INSURANCE	1,000.00	42.76	372.73	627.27	37
51044 LIABILITY CLAIMS	.00	.00	.00	.00	0
51046 OPEB/POST EMP BENEFI	4,200.00	.00	4,174.25	25.75	99
52009 TRAINING	100.00	.00	97.25	2.75	97
52010 HEAT, LIGHT, POWER	750.00	.00	731.44	18.56	97
52011 ADVERTISING/PRINTING	100.00	.00	.00	100.00	0
52012 OFFICE SUPPLIES,POST	1,000.00	8.63	738.67	261.33	73
52013 COMMUNICATIONS	925.00	25.20	601.98	323.02	65
52014 MEETINGS, TRAVEL, CO	250.00	.00	34.59	215.41	13
52015 PROFESSIONAL/TECH. S	4,110.00	.00	2,803.74	1,306.26	68
52017 WASTE FEES	750.00	37.36	319.43	430.57	42

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
52018 SPECIAL DEPT. SUPPLI	4,750.00	104.90	3,599.89	1,150.11	75
52019 MISC. DUES & SUBSCRI	185.00	.00	8.20	176.80	4
52020 WATER CONSERVATION P	.00	.00	.00	.00	0
52034 RECYCLING GRANT/DOC	.00	.00	.00	.00	0
53020 VEHICLE OPERATION	5,200.00	545.30	5,700.91	500.91-	109
53022 OFFICE EQUIP. OPERAT	625.00	45.49	416.95	208.05	66
55024 RENTALS-REFUNDS	35,215.00	31,308.99	36,277.51	1,062.51-	103
56027 CAPITAL IMPROVEMENT	45,000.00	4,322.89	33,129.89	11,870.11	73
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56029 CAPITAL EQUIP. REPLA	17,500.00	.00	.00	17,500.00	0
56032 CAP EXP - COP PAYMEN	.00	.00	.00	.00	0
57041 PAVEMENT CRACK SEAL	.00	.00	.00	.00	0
57043 TRAFFIC PAINTING	12,000.00	634.33	4,073.27	7,926.73	33
57045 TRAFFIC PAINTING	.00	.00	.00	.00	0
TOTAL STREET MAINTENANCE	230,160.00	41,586.33	153,860.19	76,299.81	66
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
55026 CONTRACT SERVICES	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL PROP 1B/LOCAL STREET	.00	.00	.00	.00	0
025 STREET SWEEPING					
51001 SALARIES-FULL TIME	42,000.00	3,358.04	36,889.65	5,110.35	87
51004 OVERTIME WAGES	.00	.00	.00	.00	0
51007 HEALTH INSURANCE	12,000.00	784.71	8,256.55	3,743.45	68
51008 DENTAL INSURANCE	1,000.00	76.23	757.01	242.99	75
51009 PERS EMPLOYEE/EMPLOY	12,182.00	895.70	9,845.61	2,336.39	80
51010 WORKERS COMPENSATION	6,500.00	498.32	5,973.87	526.13	91
51011 MEDICARE TAX	800.00	47.44	523.46	276.54	65
51022 P.A.R.S SYSTEM	9,000.00	667.28	7,341.70	1,658.30	81
51043 DISABILITY INSURANCE	1,000.00	58.77	595.70	404.30	59
51046 OPEB/POST EMP BENEFI	3,318.00	.00	3,317.36	.64	99
52017 WASTE FEES	400.00	.00	379.00	21.00	94
53020 VEHICLE OPERATION	7,400.00	131.40	2,854.13	4,545.87	38
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
TOTAL STREET SWEEPING	95,600.00	6,517.89	76,734.04	18,865.96	80
026 STREET LIGHTING					

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52010 HEAT,LIGHT,POWER	39,000.00	2,534.06	33,864.85	5,135.15	86
52018 SPECIAL DEPT. SUPPLI	1,000.00	.00	.00	1,000.00	0
55024 RENTALS-REFUNDS	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL STREET LIGHTING	40,000.00	2,534.06	33,864.85	6,135.15	84
028 EMERGENCY PREPAREDNESS					
52013 COMMUNICATIONS	3,000.00	213.88	2,161.76	838.24	72
52014 MEETINGS, TRAVEL, CO	1,000.00	.00	.00	1,000.00	0
52018 SPECIAL DEPT. SUPPLI	500.00	.00	.00	500.00	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
TOTAL EMERGENCY PREPAREDNE	4,500.00	213.88	2,161.76	2,338.24	48
031 PARKS & REC					
51001 SALARIES-FULL TIME	120,000.00	8,363.90	126,883.39	6,883.39-	105
51002 SALARIES/PART-TIME	400.00	.00	.00	400.00	0
51004 OVERTIME WAGES	1,700.00	.00	1,595.69	104.31	93
51007 HEALTH INSURANCE	41,800.00	2,418.38	34,687.02	7,112.98	82
51008 DENTAL INSURANCE	4,000.00	177.21	3,317.62	682.38	82
51009 PERS EMPLOYEE/EMPLOY	45,000.00	2,418.03	36,182.44	8,817.56	80
51010 WORKERS COMPENSATION	16,500.00	1,005.77	15,413.52	1,086.48	93
51011 MEDICARE TAX	2,200.00	116.74	1,802.01	397.99	81
51017 FICA	304.00	.00	.00	304.00	0
51022 P.A.R.S SYSTEM	38,000.00	1,893.21	27,855.62	10,144.38	73
51024 EMPLOYER COMP MATCH	4,000.00	197.00	2,149.00	1,851.00	53
51025 RETIREE HEALTH INSUR	48,500.00	4,401.36	45,556.81	2,943.19	93
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	3,600.00	125.10	2,339.45	1,260.55	64
51046 OPEB/POST EMP BENEFI	14,000.00	.00	11,990.53	2,009.47	85
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	467.41	1,423.14	1,576.86	47
52015 PROFESSIONAL/TECH. S	1,060.00	.00	1,060.00	.00	100
52017 WASTE FEES	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	250.00	.00	.00	250.00	0
52019 MISC. DUES & SUBSCRI	.00	.00	.00	.00	0
53020 VEHICLE OPERATION	.00	.00	.00	.00	0
53021 SPECIAL EQUIP. OPERA	.00	.00	.00	.00	0
53022 OFFICE EQUIP. OPERAT	2,200.00	235.28	2,505.26	305.26-	113
54023 BUILDING OPERATION	.00	.00	.00	.00	0
55024 RENTALS-REFUNDS	.00	.00	.00	.00	0
55058 STATE PARK GRANT PRO	.00	.00	.00	.00	0
55061 1ST FIVE GRANT/INYO	.00	.00	.00	.00	0
55063 DOC/RECYCLING GRANT	5,209.00	4,817.84	4,817.84	391.16	92
56027 CAPITAL IMPROVEMENT	5,000.00	.00	.00	5,000.00	0

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND
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	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** ACTUAL ***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
56032 CAP EXP - COP PAYMEN	.00	.00	.00	.00	0
TOTAL PARKS & REC	<u>356,723.00</u>	<u>26,637.23</u>	<u>319,579.34</u>	<u>37,143.66</u>	<u>89</u>
034 PLANNING DEPARTMENT					
51001 SALARIES-FULL TIME	79,100.00	6,308.80	69,043.55	10,056.45	87
51002 SALARIES/PART-TIME	1,200.00	300.00	1,300.00	100.00-	108
51004 OVERTIME WAGES	.00	.00	.00	.00	0
51007 HEALTH INSURANCE	18,000.00	1,276.02	13,277.88	4,722.12	73
51008 DENTAL INSURANCE	1,400.00	117.92	1,150.18	249.82	82
51009 PERS EMPLOYEE/EMPLOY	25,700.00	1,943.80	20,979.88	4,720.12	81
51010 WORKERS COMPENSATION	3,500.00	182.72	2,157.73	1,342.27	61
51011 MEDICARE TAX	1,176.00	93.82	1,000.92	175.08	85
51017 FICA	20.00	3.90	13.65	6.35	68
51022 P.A.R.S SYSTEM	18,000.00	1,397.46	15,177.27	2,822.73	84
51025 RETIREE HEALTH INSUR	7,000.00	421.67	4,811.83	2,188.17	68
51043 DISABILITY INSURANCE	2,000.00	101.79	1,014.94	985.06	50
51046 OPEB/POST EMP BENEFI	7,000.00	.00	6,397.33	602.67	91
52009 TRAINING	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	1,200.00	55.80	231.05	968.95	19
52012 OFFICE SUPPLIES, POST	1,000.00	66.39	439.19	560.81	43
52013 COMMUNICATIONS	500.00	142.82	314.45	185.55	62
52014 MEETINGS, TRAVEL, CO	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. S	30,000.00	.00	587.40	29,412.60	1
52018 SPECIAL DEPT. SUPPLI	200.00	172.98	205.32	5.32-	102
53020 VEHICLE OPERATION	.00	.00	.00	.00	0
53022 OFFICE EQUIP. OPERAT	500.00	45.49	412.95	87.05	82
53025 LAFCO	22,000.00	.00	10,000.00	12,000.00	45
55024 RENTALS-REFUNDS	.00	.00	.00	.00	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
TOTAL PLANNING DEPARTMENT	<u>219,496.00</u>	<u>12,631.38</u>	<u>148,515.52</u>	<u>70,980.48</u>	<u>67</u>
048 CIVIC ARTS COMMISSION					
52018 SPECIAL DEPT. SUPPLI	18,225.00	.00	18,225.00	.00	100
TOTAL CIVIC ARTS COMMISSIO	<u>18,225.00</u>	<u>.00</u>	<u>18,225.00</u>	<u>.00</u>	<u>100</u>
TOTAL EXPENDITURES	<u>5,900,452.00</u>	<u>454,976.54</u>	<u>5,077,585.40</u>	<u>822,866.60</u>	<u>86</u>
NET REV & EXPENDITURE	<u>382,871.00-</u>	<u>109,704.56-</u>	<u>488,232.51-</u>	<u>105,361.51</u>	<u>127</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

002 SEWER FUND
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** ACTUAL ***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39020 SEWER SERVICE COLLEC	1,074,000.00	63,871.86	1,004,708.59	69,291.41	93
39023 PENALTIES-SEWER SERV	4,000.00	202.21	2,079.05	1,920.95	51
39024 SEWER PERMITS	.00	.00	.00	.00	0
39025 SEWER ASSESSMENT FEE	.00	.00	.00	.00	0
39030 REIMB. SMALL CLAIMS	.00	.00	.00	.00	0
39040 INTEREST ON BANK DEP	3,000.00	.00	1,674.04	1,325.96	55
39060 SEWER MISCELLANEOUS	30,000.00	50.00	5,189.51	24,810.49	17
39070 REIM FRM WATER	.00	.00	.00	.00	0
39075 REIMB FROM ESCSD	.00	.00	.00	.00	0
39076 REIMB FRM FED/ST GRA	.00	.00	.00	.00	0
39077 REIMB FRM CAL TRANS	.00	.00	.00	.00	0
TOTAL REVENUES	<u>1,111,000.00</u>	<u>64,124.07</u>	<u>1,013,651.19</u>	<u>97,348.81</u>	<u>91</u>

EXPENDITURES

051 SEWER

51001 SALARIES-FULL TIME	272,000.00	22,412.71	244,503.37	27,496.63	89
51002 SALARIES/PART-TIME	5,200.00	632.32	5,215.83	15.83-	100
51004 OVERTIME WAGES	1,000.00	.00	.00	1,000.00	0
51007 HEALTH INSURANCE	59,700.00	4,876.24	49,780.28	9,919.72	83
51008 DENTAL INSURANCE	5,600.00	467.49	5,197.10	402.90	92
51009 PERS EMPLOYEE/EMPLOY	78,000.00	6,434.10	70,448.46	7,551.54	90
51010 WORKERS COMPENSATION	31,000.00	2,447.44	29,229.56	1,770.44	94
51011 MEDICARE TAX	4,000.00	329.97	3,601.75	398.25	90
51013 PW-PART TIME SALARIE	.00	.00	.00	.00	0
51016 VEHICLE COMPENSATION	.00	.00	.00	.00	0
51017 FICA	700.00	50.76	506.92	193.08	72
51018 DUTY TIME	4,800.00	236.25	3,678.75	1,121.25	76
51022 P.A.R.S SYSTEM	55,400.00	4,652.52	50,740.18	4,659.82	91
51024 EMPLOYER COMP MATCH	10,000.00	740.00	9,197.50	802.50	91
51025 RETIREE HEALTH INSUR	32,500.00	2,788.44	30,836.47	1,663.53	94
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	5,000.00	389.92	4,417.57	582.43	88
51046 OPEB/POST EMP BENEFI	22,600.00	.00	22,577.73	22.27	99
52009 TRAINING	3,400.00	460.00	2,593.63	806.37	76
52010 HEAT,LIGHT,POWER	32,500.00	1,842.76	24,195.87	8,304.13	74
52011 ADVERTISING/PRINTING	500.00	.00	85.70	414.30	17
52012 OFFICE SUPPLIES,POST	4,900.00	10.98	3,008.23	1,891.77	61
52013 COMMUNICATIONS	2,790.00	50.40	1,535.66	1,254.34	55
52014 MEETINGS, TRAVEL, CO	2,850.00	.00	1,048.33	1,801.67	36
52015 PROFESSIONAL/TECH. S	23,020.00	102.50	21,396.24	1,623.76	92
52017 WASTE FEES	3,600.00	162.44	1,597.92	2,002.08	44
52018 SPECIAL DEPT. SUPPLI	14,000.00	1,379.84	12,388.74	1,611.26	88
52019 MISC. DUES & SUBSCRI	965.00	.00	235.20	729.80	24
53020 VEHICLE OPERATION	12,500.00	1,332.15	13,528.50	1,028.50-	108
53021 SPECIAL EQUIP. OPERA	4,000.00	26.50	935.76	3,064.24	23
53022 OFFICE EQUIP. OPERAT	3,560.00	159.19	2,238.54	1,321.46	62
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	500.00	500.00	50

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

002 SEWER FUND
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
55026 CONTRACT SERVICES	.00	.00	.00	.00	0
55027 TRANS TO FED/ST PROJ	.00	.00	.00	.00	0
56025 DEPRECIATION	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	557,500.00	52,388.61	380,279.41	177,220.59	68
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
56032 CAP EXP - COP PAYMEN	.00	.00	.00	.00	0
56500 INTEREST	.00	.00	.00	.00	0
TOTAL SEWER	<u>1,255,585.00</u>	<u>104,373.53</u>	<u>995,499.20</u>	<u>260,085.80</u>	<u>79</u>
TOTAL EXPENDITURES	<u>1,255,585.00</u>	<u>104,373.53</u>	<u>995,499.20</u>	<u>260,085.80</u>	<u>79</u>
NET REV & EXPENDITURE	<u>144,585.00-</u>	<u>40,249.46-</u>	<u>18,151.99</u>	<u>162,736.99-</u>	<u>12-</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

003 GAS TAX
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39100 SECTION 2105	18,000.00	1,856.82	14,255.26	3,744.74	79
39110 SECTION 2107-5	1,000.00	.00	1,000.00	.00	100
39120 SECTION 2107	25,000.00	3,151.56	24,716.04	283.96	98
39130 SECTION 2106	17,000.00	1,841.68	16,217.96	782.04	95
39135 MISC/PROP 42	42,250.00	1,229.81	33,238.48	9,011.52	78
39138 TRAFFIC CONGESTION	.00	.00	.00	.00	0
39140 INTEREST ON BANK DEP	.00	.00	87.28	87.28-	0
TOTAL REVENUES	<u>103,250.00</u>	<u>8,079.87</u>	<u>89,515.02</u>	<u>13,734.98</u>	<u>86</u>
EXPENDITURES					
030 GAS TAX					
51001 SALARIES-FULL TIME	51,320.00	6,519.84	57,839.68	6,519.68-	112
51002 SALARIES/PART-TIME	2,500.00	357.97	835.18	1,664.82	33
51004 OVERTIME WAGES	.00	.00	.00	.00	0
51005 SALARY-SNOW REMOVAL	.00	.00	.00	.00	0
51007 HEALTH INSURANCE	13,914.00	1,478.90	15,392.46	1,478.46-	110
51008 DENTAL INSURANCE	1,144.00	143.62	1,286.90	142.90-	112
51009 PERS EMPLOYEE/EMPLOY	16,691.00	1,690.98	18,381.96	1,690.96-	110
51010 WORKERS COMPENSATION	9,000.00	797.65	9,503.10	503.10-	105
51011 MEDICARE TAX	935.00	97.40	1,031.70	96.70-	110
51013 PW-PART TIME SALARIE	.00	.00	.00	.00	0
51016 VEHICLE COMPENSATION	.00	.00	.00	.00	0
51017 FICA	.00	.00	.00	.00	0
51018 DUTY TIME	100.00	.00	.00	100.00	0
51022 P.A.R.S SYSTEM	15,500.00	1,263.68	13,776.91	1,723.09	88
51024 EMPLOYER COMP MATCH	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	1,300.00	113.49	1,132.11	167.89	87
51046 OPEB/POST EMP BENEFI	4,300.00	.00	4,300.00	.00	100
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	1,800.00	.00	100
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	<u>118,504.00</u>	<u>12,463.53</u>	<u>125,280.00</u>	<u>6,776.00-</u>	<u>105</u>
TOTAL EXPENDITURES	<u>118,504.00</u>	<u>12,463.53</u>	<u>125,280.00</u>	<u>6,776.00-</u>	<u>105</u>
NET REV & EXPENDITURE	<u>15,254.00-</u>	<u>4,383.66-</u>	<u>35,764.98-</u>	<u>20,510.98</u>	<u>234</u>
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Report No: PB2030
Run Date : 06/04/13

CITY OF BISHOP
PUBLIC BUDGET ACCOUNTING

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ELAPSED TIM 92 %

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

003 GAS TAX
PERIOD ENDING 5/31/13

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 5/31/13

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	***** ACTUAL YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39010 ESCSD/POLETA PROJECT	.00	.00	.00	.00	0
39012 WATER SERVICE COLLEC	1,166,000.00	68,260.73	1,072,018.98	93,981.02	91
39013 PENALTIES-WATER SERV	5,000.00	195.36	2,001.36	2,998.64	40
39014 REIMB SMALL CLAIMS	.00	.00	.00	.00	0
39015 INTEREST ON BANK DEP	6,000.00	.00	2,229.73	3,770.27	37
39016 WATER PERMITS	.00	.00	.00	.00	0
39017 WATER MISCELLANEOUS	5,000.00	1,650.00	3,726.45	1,273.55	74
39018 REIMB FRM FED/ST GRA	.00	.00	.00	.00	0
39019 WATER ASSESSMENT FEE	.00	.00	.00	.00	0
39026 REIMB FRM CAL TRANS	.00	.00	.00	.00	0
TOTAL REVENUES	<u>1,182,000.00</u>	<u>70,106.09</u>	<u>1,079,976.52</u>	<u>102,023.48</u>	<u>91</u>

EXPENDITURES

050 WATER

51001 SALARIES-FULL TIME	272,000.00	23,338.89	253,301.74	18,698.26	93
51002 SALARIES/PART-TIME	5,200.00	632.57	5,230.44	30.44-	100
51004 OVERTIME WAGES	3,000.00	.00	.00	3,000.00	0
51007 HEALTH INSURANCE	60,000.00	5,114.85	51,879.01	8,120.99	86
51008 DENTAL INSURANCE	5,200.00	490.96	5,448.41	248.41-	104
51009 PERS EMPLOYEE/EMPLOY	76,000.00	6,575.80	71,970.33	4,029.67	94
51010 WORKERS COMPENSATION	31,000.00	2,564.10	30,491.23	508.77	98
51011 MEDICARE TAX	4,200.00	342.17	3,719.32	480.68	88
51013 PW-PART TIME SALARIE	.00	.00	.00	.00	0
51016 VEHICLE COMPENSATION	.00	.00	.00	.00	0
51017 FICA	400.00	44.00	396.00	4.00	99
51018 DUTY TIME	4,500.00	168.75	3,442.50	1,057.50	76
51022 P.A.R.S SYSTEM	57,865.00	4,646.02	50,688.77	7,176.23	87
51024 EMPLOYER COMP MATCH	1,000.00	84.00	902.00	98.00	90
51025 RETIREE HEALTH INSUR	34,000.00	2,788.44	30,836.47	3,163.53	90
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	5,000.00	402.99	4,586.09	413.91	91
51046 OPEB/POST EMP BENEFI	23,335.00	.00	23,333.85	1.15	99
52009 TRAINING	4,550.00	.00	4,548.62	1.38	99
52010 HEAT,LIGHT,POWER	47,000.00	2,112.59	44,415.55	2,584.45	94
52011 ADVERTISING/PRINTING	500.00	.00	113.10	386.90	22
52012 OFFICE SUPPLIES,POST	5,300.00	202.37	3,795.64	1,504.36	71
52013 COMMUNICATIONS	1,990.00	120.35	1,449.00	541.00	72
52014 MEETINGS, TRAVEL, CO	3,400.00	830.99	4,146.42	746.42-	121
52015 PROFESSIONAL/TECH. S	33,105.00	102.50	14,154.76	18,950.24	42
52017 WASTE FEES	800.00	74.72	583.72	216.28	72
52018 SPECIAL DEPT. SUPPLI	17,800.00	1,564.07	12,549.63	5,250.37	70
52019 MISC. DUES & SUBSCRI	1,304.00	200.00	555.20	748.80	42
52020 WATER CONSERVATION P	2,000.00	609.03	1,917.20	82.80	95
53020 VEHICLE OPERATION	11,000.00	1,119.70	11,348.12	348.12-	103
53021 SPECIAL EQUIP. OPERA	.00	.00	.00	.00	0
53022 OFFICE EQUIP. OPERAT	2,760.00	159.19	2,238.58	521.42	81
54023 BUILDING OPERATION	.00	.00	.00	.00	0
55023 EXP-SMALL CLAIMS	1,000.00	.00	.00	1,000.00	0
55024 RENTALS-REFUNDS	1,500.00	.00	1,367.38	132.62	91

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

004 WATER FUND
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
55027 TRANS TO FED/ST PROJ	.00	.00	.00	.00	0
55040 LITIGATION SERVICES	.00	.00	.00	.00	0
56025 DEPRECIATION	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	619,500.00	139,553.01	176,311.00	443,189.00	28
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	42,191.56	808.44	98
56032 CAP EXP - COP PAYMEN	.00	.00	.00	.00	0
56500 INTEREST	.00	.00	.00	.00	0
TOTAL WATER	<u>1,379,209.00</u>	<u>193,842.06</u>	<u>857,911.64</u>	<u>521,297.36</u>	<u>62</u>
TOTAL EXPENDITURES	<u>1,379,209.00</u>	<u>193,842.06</u>	<u>857,911.64</u>	<u>521,297.36</u>	<u>62</u>
NET REV & EXPENDITURE	<u>197,209.00-</u>	<u>123,735.97-</u>	<u>222,064.88</u>	<u>419,273.88-</u>	<u>112-</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

007 LOCAL TRANSPORTATION
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** ACTUAL ***** 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 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39610 AUD. RENTAL REFUND	.00	.00	.00	.00	0
39620 FOUND MONEY	.00	.00	36.30	36.30-	0
39640 BID BONDS	.00	.00	.00	.00	0
39660 OVER AND SHORTAGES	.00	26.00	26.00	26.00-	0
39664 INTEREST ON DEPOSITS	.00	.00	.00	.00	0
39665 COLLECTION FEES	.00	.00	.00	.00	0
39670 CHECK RESTITUTION	.00	.00	.00	.00	0
39671 CANINE DONATION	.00	.00	.00	.00	0
39673 REFUNDS	.00	.00	.00	.00	0
39678 K MART PROJECT	.00	.00	.00	.00	0
39679 TUMBLEWEED/PERFMNCE	.00	.00	.00	.00	0
39680 BSHP PAUITE DEV CORP	.00	.00	.00	.00	0
39681 IMPERIAL CHINA/PERF	.00	.00	.00	.00	0
39689 CANDIDATE STATEMENT	.00	.00	.00	.00	0
39691 COBRA - INSURANCE	.00	.00	.00	.00	0
39692 DEPOSITS - MISC.	.00	.00	6,195.00	6,195.00-	0
39694 H.C LUMBER ACCRUED I	.00	.00	.00	.00	0
TOTAL REVENUES	.00	26.00	6,257.30	6,257.30-	0
EXPENDITURES					
039 BOND AND TRUST					
57056 OVERAGE & SHORTAGE	.00	.00	.00	.00	0
57058 BID BONDS DEPOSITS	.00	.00	6,195.00	6,195.00-	0
57059 FOUND MONEY	.00	.00	35.00	35.00-	0
57077 DEMOLITION DEPOSITS	.00	.00	.00	.00	0
57081 INTEREST ON DEPOSITS	.00	.00	.00	.00	0
TOTAL BOND AND TRUST	.00	.00	6,230.00	6,230.00-	0
TOTAL EXPENDITURES	.00	.00	6,230.00	6,230.00-	0
NET REV & EXPENDITURE	.00	26.00	27.30	27.30-	0

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

009 TRAFFIC SAFETY
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL YEAR TO DATE	***** OVER - UNDER BUDGET	% TO DATE
REVENUES					
39710 FINES & FOREFEITURES	2,000.00	146.69	1,038.45	961.55	51
39715 PARKING CITATIONS	.00	.00	.00	.00	0
39718 REIMB FROM BSHP SCHL	.00	.00	8,250.00	8,250.00-	0
39720 OTS GRANT	.00	.00	.00	.00	0
TOTAL REVENUES	<u>2,000.00</u>	<u>146.69</u>	<u>9,288.45</u>	<u>7,288.45-</u>	<u>464</u>
EXPENDITURES					
090 TRAFFIC SAFETY					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
51002 SALARIES/PART-TIME	12,610.00	1,632.50	11,812.50	797.50	93
51004 OVERTIME WAGES	.00	.00	.00	.00	0
51007 HEALTH INSURANCE	.00	.00	.00	.00	0
51008 DENTAL INSURANCE	.00	.00	.00	.00	0
51010 WORKERS COMPENSATION	1,870.00	242.26	1,752.99	117.01	93
51011 MEDICARE TAX	150.00	23.68	171.31	21.31-	114
51015 SHIFT DIFFERENTIAL P	.00	.00	.00	.00	0
51017 FICA	200.00	21.23	152.47	47.53	76
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	.00	.00	.00	.00	0
52009 TRAINING	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
52022 PD SPECIAL SUPPLIES	.00	.00	.00	.00	0
53020 VEHICLE OPERATION	.00	.00	.00	.00	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
TOTAL TRAFFIC SAFETY	<u>14,830.00</u>	<u>1,919.67</u>	<u>13,889.27</u>	<u>940.73</u>	<u>93</u>
TOTAL EXPENDITURES	<u>14,830.00</u>	<u>1,919.67</u>	<u>13,889.27</u>	<u>940.73</u>	<u>93</u>
NET REV & EXPENDITURE	<u>12,830.00-</u>	<u>1,772.98-</u>	<u>4,600.82-</u>	<u>8,229.18-</u>	<u>35</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

010 TUT MEASURE A
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39722 TUT MEASURE A	530,000.00	.00	417,103.90	112,896.10	78
39723 REIMB FRM RURAL DIST	83,000.00	.00	81,129.06	1,870.94	97
39730 MISC	.00	6,070.60	6,694.13	6,694.13-	0
TOTAL REVENUES	<u>613,000.00</u>	<u>6,070.60</u>	<u>504,927.09</u>	<u>108,072.91</u>	<u>82</u>
EXPENDITURES					
51001 SALARIES-FULL TIME	258,349.00	18,711.00	204,526.00	53,823.00	79
51002 SALARIES/PART-TIME	139,000.00	9,062.50	126,254.65	12,745.35	90
51007 HEALTH INSURANCE	38,288.00	2,905.84	30,237.28	8,050.72	78
51008 DENTAL INSURANCE	3,200.00	268.52	2,619.68	580.32	81
51009 PERS EMPLOYEE/EMPLOY	109,954.00	7,740.82	85,088.27	24,865.73	77
51010 WORKERS COMPENSATION	30,354.00	2,604.34	32,952.87	2,598.87-	108
51011 MEDICARE TAX	4,483.00	395.46	4,743.91	260.91-	105
51017 FICA	2,500.00	229.92	2,557.14	57.14-	102
51022 P.A.R.S SYSTEM	.00	.00	.00	.00	0
51024 EMPLOYER COMP MATCH	4,400.00	185.00	3,330.00	1,070.00	75
51042 UNEMPLOYMENT INS.	6,000.00	569.00	3,092.00	2,908.00	51
51043 DISABILITY INSURANCE	4,453.00	271.60	2,716.00	1,737.00	60
51046 OPEB/POST EMP BENEFI	21,001.00	.00	18,896.52	2,104.48	89
52009 TRAINING	2,500.00	.00	2,469.87	30.13	98
52010 HEAT,LIGHT,POWER	42,000.00	4,153.24	25,856.45	16,143.55	61
52011 ADVERTISING/PRINTING	950.00	.00	940.20	9.80	98
52012 OFFICE SUPPLIES,POST	1,000.00	.00	184.06	815.94	18
52013 COMMUNICATIONS	6,000.00	697.69	5,542.88	457.12	92
52014 MEETINGS, TRAVEL, CO	300.00	180.94	180.94	119.06	60
52015 PROFESSIONAL/TECH. S	8,000.00	751.57	8,000.00	.00	100
52017 WASTE FEES	8,500.00	555.07	6,627.79	1,872.21	77
52018 SPECIAL DEPT. SUPPLI	50,500.00	6,217.11	44,970.16	5,529.84	89
52019 MISC. DUES & SUBSCRI	1,000.00	.00	660.00	340.00	66
53020 VEHICLE OPERATION	7,000.00	156.41	4,668.97	2,331.03	66
53021 SPECIAL EQUIP. OPERA	1,000.00	.00	998.55	1.45	99
53022 OFFICE EQUIP. OPERAT	.00	.00	.00	.00	0
54023 BUILDING OPERATION	500.00	187.78	328.45	171.55	65
55024 RENTALS-REFUNDS	38,700.00	.00	37,244.46	1,455.54	96
56027 CAPITAL IMPROVEMENT	3,758.00	.00	3,757.50	.50	99
56028 CAPITAL EQUIPMENT	29,000.00	.00	.00	29,000.00	0
56032 CAP EXP - COP PAYMEN	.00	.00	.00	.00	0
TOTAL	<u>822,690.00</u>	<u>55,843.81</u>	<u>659,444.60</u>	<u>163,245.40</u>	<u>80</u>
TOTAL EXPENDITURES	<u>822,690.00</u>	<u>55,843.81</u>	<u>659,444.60</u>	<u>163,245.40</u>	<u>80</u>
NET REV & EXPENDITURE	<u>209,690.00-</u>	<u>49,773.21-</u>	<u>154,517.51-</u>	<u>55,172.49-</u>	<u>73</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

012 SUNRISE MHP
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39725 INT ON BANK DEP	2,000.00	.00	174.57	1,825.43	8
39730 MISC	.00	.00	.00	.00	0
39732 INSURANCE REFUND	.00	.00	.00	.00	0
39735 UTILITY CLEARING ACC	23,000.00	2,117.76	20,387.66	2,612.34	88
39740 OPERATING SUBSIDY	.00	.00	.00	.00	0
39750 RENTS-ASSISTED UNITS	56,564.00	3,233.00	38,066.00	18,498.00	67
39760 RENTS-UNASSISTED UNI	17,610.00	3,562.16	26,063.06	8,453.06-	148
39811 MISC	.00	44,439.50	67,621.44	67,621.44-	0
095 SUNRISE MHP					
39735 UTILITY CLEARING ACC	.00	.00	.00	.00	0
TOTAL REVENUES	<u>99,174.00</u>	<u>53,352.42</u>	<u>152,312.73</u>	<u>53,138.73-</u>	<u>153</u>

EXPENDITURES					
095 SUNRISE MHP					
51001 SALARIES-FULL TIME	28,580.00	6,412.68	21,253.12	7,326.88	74
51002 SALARIES/PART-TIME	20,100.00	4,213.00	8,714.00	11,386.00	43
51007 HEALTH INSURANCE	4,000.00	1,514.17	4,186.58	186.58-	104
51008 DENTAL INSURANCE	482.00	186.18	450.03	31.97	93
51009 PERS EMPLOYEE/EMPLOY	4,321.00	1,742.15	5,803.59	1,482.59-	134
51010 WORKERS COMPENSATION	3,280.00	1,005.90	3,381.36	101.36-	103
51011 MEDICARE TAX	301.00	150.99	450.81	149.81-	149
51017 FICA	200.00	51.81	125.95	74.05	62
51020 FRINGE BENEFITS	1,000.00	.00	540.00	460.00	54
51021 UTILITIES-MANAGER	3,500.00	38.88	978.16	2,521.84	27
51022 P.A.R.S SYSTEM	3,350.00	1,349.51	4,495.71	1,145.71-	134
51042 UNEMPLOYMENT INS.	2,800.00	1,632.00	2,312.00	488.00	82
51043 DISABILITY INSURANCE	370.00	135.50	354.42	15.58	95
51046 OPEB/POST EMP BENEFI	1,300.00	.00	1,294.75	5.25	99
52010 HEAT,LIGHT,POWER	40,400.00	1,700.32	40,166.21	233.79	99
52015 PROFESSIONAL/TECH. S	5,000.00	879.58	4,440.40	559.60	88
52016 INSURANCE	5,000.00	.00	.00	5,000.00	0
52024 PROPERTY TAXES	600.00	.00	541.92	58.08	90
52025 PAINTING & DECORATIN	1,300.00	.00	1,286.13	13.87	98
52026 SUPPLIES	1,000.00	51.93	875.68	124.32	87
52027 MAINT-SERVICE CONTRA	6,300.00	.00	6,214.60	85.40	98
52028 EXCESS PROGRAM PAYME	16,437.00	.00	16,437.00	.00	100
52030 MISC. ADM/EMP COMP P	2,000.00	.00	1,036.01	963.99	51
52031 RENTING EXPENSE	150.00	.00	42.10	107.90	28
52032 ANNUAL DEBT SERVICE	4,197.00	.00	.00	4,197.00	0
52040 DISPOSAL OF ASSETS	.00	.00	.00	.00	0
55024 RENTALS-REFUNDS	.00	.00	.00	.00	0
56025 DEPRECIATION	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	5,000.00	.00	.00	5,000.00	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56040 REPLACEMENT RESERVE	20,000.00	.00	1,849.06	18,150.94	9
TOTAL SUNRISE MHP	<u>180,968.00</u>	<u>21,064.60</u>	<u>127,229.59</u>	<u>53,738.41</u>	<u>70</u>
TOTAL EXPENDITURES	<u>180,968.00</u>	<u>21,064.60</u>	<u>127,229.59</u>	<u>53,738.41</u>	<u>70</u>

Report No: PB2030
Run Date : 06/04/13

CITY OF BISHOP
PUBLIC BUDGET ACCOUNTING

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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

012 SUNRISE MHP
PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
NET REV & EXPENDITURE	81,794.00-	32,287.82	25,083.14	106,877.14-	30-
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

014 REDEVELOPMENT FUND
 PERIOD ENDING 5/31/13

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

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

015 WATER IMPROVEMENT
 PERIOD ENDING 5/31/13

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

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

021 CANINE DONATION
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL YEAR TO DATE	***** OVER - UNDER BUDGET	% TO DATE
REVENUES					
39920 CANINE DONATIONS	.00	137.00	154.00	154.00-	0
39999 REVENUE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>137.00</u>	<u>154.00</u>	<u>154.00-</u>	<u>0</u>
EXPENDITURES					
52009 TRAINING	3,000.00	.00	.00	3,000.00	0
52015 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	5,000.00	1,172.50	3,161.11	1,838.89	63
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
TOTAL	<u>8,000.00</u>	<u>1,172.50</u>	<u>3,161.11</u>	<u>4,838.89</u>	<u>39</u>
TOTAL EXPENDITURES	<u>8,000.00</u>	<u>1,172.50</u>	<u>3,161.11</u>	<u>4,838.89</u>	<u>39</u>
NET REV & EXPENDITURE	<u>8,000.00-</u>	<u>1,035.50-</u>	<u>3,007.11-</u>	<u>4,992.89-</u>	<u>37</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

028 WYE ROAD PROJECT
 PERIOD ENDING 5/31/13

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

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

033 COPS
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39967 COPS/AB 1913	.00	.00	37,144.89	37,144.89-	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>37,144.89</u>	<u>37,144.89-</u>	<u>0</u>
EXPENDITURES					
033 COPS					
51001 SALARIES-FULL TIME	61,000.00	4,518.00	48,708.77	12,291.23	79
51002 SALARIES/PART-TIME	38,500.00	3,771.35	41,674.12	3,174.12-	108
51003 RESERVES-PART/TIME	16,900.00	2,144.53	18,104.46	1,204.46-	107
51004 OVERTIME WAGES	.00	131.37-	.00	.00	0
51007 HEALTH INSURANCE	.00	.00	1,452.92	1,452.92-	0
51008 DENTAL INSURANCE	.00	.00	134.26	134.26-	0
51009 PERS EMPLOYEE/EMPLOY	.00	130.71-	1,362.36	1,362.36-	0
51010 WORKERS COMPENSATION	3,000.00	286.33	2,823.24	176.76	94
51011 MEDICARE TAX	1,000.00	10.23-	1,156.45	156.45-	115
51015 SHIFT DIFFERENTIAL P	.00	3.52-	652.40	652.40-	0
51017 FICA	1,000.00	40.36	512.36	487.64	51
51022 P.A.R.S SYSTEM	.00	.00	1,072.72	1,072.72-	0
51024 EMPLOYER COMP MATCH	.00	.00	99.00	99.00-	0
51043 DISABILITY INSURANCE	.00	.00	94.81	94.81-	0
51046 OPEB/POST EMP BENEFI	.00	.00	.00	.00	0
52009 TRAINING	3,000.00	.00	2,511.17	488.83	83
52015 PROFESSIONAL/TECH. S	.00	.00	.49-	.49	0
52018 SPECIAL DEPT. SUPPLI	22,000.00	5,280.06	21,388.02	611.98	97
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
TOTAL COPS	<u>146,400.00</u>	<u>15,764.80</u>	<u>141,746.57</u>	<u>4,653.43</u>	<u>96</u>
TOTAL EXPENDITURES	<u>146,400.00</u>	<u>15,764.80</u>	<u>141,746.57</u>	<u>4,653.43</u>	<u>96</u>
NET REV & EXPENDITURE	<u>146,400.00-</u>	<u>15,764.80-</u>	<u>104,601.68-</u>	<u>41,798.32-</u>	<u>71</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

035 MAC IVER ST EXT/STIP&TE
 PERIOD ENDING 5/31/13

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

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

036 WYE RD INTERSECTION IMPR
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39938 REIMB FROM CAL TRANS	.00	.00	.00	.00	0
39939 MISC	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
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
52015 PROFESSIONAL/TECH. S	75,000.00	482.50	8,072.25	66,927.75	10
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	600,000.00	500.00	25,272.50	574,727.50	4
TOTAL	<u>675,000.00</u>	<u>982.50</u>	<u>33,344.75</u>	<u>641,655.25</u>	<u>4</u>
TOTAL EXPENDITURES	<u>675,000.00</u>	<u>982.50</u>	<u>33,344.75</u>	<u>641,655.25</u>	<u>4</u>
NET REV & EXPENDITURE	<u>675,000.00-</u>	<u>982.50-</u>	<u>33,344.75-</u>	<u>641,655.25-</u>	<u>4</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

037 HOME FUNDS/WILLOW ST
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39943 CDBG/WILLOW 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					
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	<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

039 GIS/GRANTS
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39944 CDBG IMACA HOUSING	.00	.00	.00	.00	0
39945 GIS TECH GRANT #1	35,000.00	.00	21,875.00	13,125.00	62
39954 GIS GRANT/#2 EDBG259	.00	.00	9,625.00	9,625.00-	0
39999 REVENUE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>35,000.00</u>	<u>.00</u>	<u>31,500.00</u>	<u>3,500.00</u>	<u>90</u>
EXPENDITURES					
52012 OFFICE SUPPLIES,POST	100.00	.00	3.16	96.84	3
55026 CONTRACT SERVICES	13,025.00	.00	13,125.00	100.00-	100
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
57046 ENVIRONMENTAL	.00	.00	.00	.00	0
57093 EDBG2599/CONTRACT SV	.00	.00	.00	.00	0
TOTAL	<u>13,125.00</u>	<u>.00</u>	<u>13,128.16</u>	<u>3.16-</u>	<u>100</u>
TOTAL EXPENDITURES	<u>13,125.00</u>	<u>.00</u>	<u>13,128.16</u>	<u>3.16-</u>	<u>100</u>
NET REV & EXPENDITURE	21,875.00	.00	18,371.84	3,503.16	83
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

042 FED GRANT/B06SP/CA0082
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39946 FED GRANT/B06SP CA 0	.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
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	<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

043 ROAD PROJECT A
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39947 STIP/ROAD PROJECT A	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
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
52015 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

046 SNEDEN IMPROVEMENTS
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL YEAR TO DATE	***** OVER - UNDER BUDGET	% TO DATE
REVENUES					
39948 STIP/SNEDEN	75,000.00	.00	32,832.61	42,167.39	43
39999 REVENUE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>75,000.00</u>	<u>.00</u>	<u>32,832.61</u>	<u>42,167.39</u>	<u>43</u>
EXPENDITURES					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	120.00	.00	117.93	2.07	98
52014 MEETINGS, TRAVEL, CO	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	74,880.00	10,908.00	50,539.28	24,340.72	67
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL	<u>75,000.00</u>	<u>10,908.00</u>	<u>50,657.21</u>	<u>24,342.79</u>	<u>67</u>
TOTAL EXPENDITURES	<u>75,000.00</u>	<u>10,908.00</u>	<u>50,657.21</u>	<u>24,342.79</u>	<u>67</u>
NET REV & EXPENDITURE	.00	10,908.00-	17,824.60-	17,824.60	0
	=====	=====	=====	=====	=====

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CITY OF BISHOP
PUBLIC BUDGET ACCOUNTING

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ELAPSED TIM 92 %

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

047 SOUTH SECOND IMPROV
PERIOD ENDING 5/31/13

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

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

048 WARREN IMPROVEMENTS
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39947 STIP/ROAD PROJECT A	.00	.00	.00	.00	0
39950 STIP/N. WARREN	200,700.00	19,556.95	83,468.39	117,231.61	41
TOTAL REVENUES	<u>200,700.00</u>	<u>19,556.95</u>	<u>83,468.39</u>	<u>117,231.61</u>	<u>41</u>
EXPENDITURES					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	200.00	.00	48.95	151.05	24
52012 OFFICE SUPPLIES,POST	500.00	.46	202.37	297.63	40
52015 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	144,000.00	3,250.50	39,891.29	104,108.71	27
56026 MANGINI GRANT 98/99	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL	<u>144,700.00</u>	<u>3,250.96</u>	<u>40,142.61</u>	<u>104,557.39</u>	<u>27</u>
TOTAL EXPENDITURES	<u>144,700.00</u>	<u>3,250.96</u>	<u>40,142.61</u>	<u>104,557.39</u>	<u>27</u>
NET REV & EXPENDITURE	56,000.00	16,305.99	43,325.78	12,674.22	77
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

049 W. PINE IMPROVEMENTS
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL YEAR TO DATE	***** OVER - UNDER BUDGET	% TO DATE
REVENUES					
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>
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
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

050 BUS PULLOUTS
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
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>
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	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

052 GROVE ST SIDEWALKS
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39953 GROVE ST SDWLKS/SRTS	.00	.00	.00	.00	0
39999 REVENUE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
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
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

053 ENVIR CONSTRAINTS
 PERIOD ENDING 5/31/13

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

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

054 E. LINE ST BRIDGE
 PERIOD ENDING 5/31/13

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

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

055 JAY ST EXTENSION
 PERIOD ENDING 5/31/13

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

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

056 WYE RD EXTENSION
 PERIOD ENDING 5/31/13

	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>
NET REV & EXPENDITURE	.00	.00	.00	.00	0
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

057 SEIBU TO SCHL BIKE PATH
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39961 SEIBU TO SCHL BIKE P	50,400.00	.00	.00	50,400.00	0
TOTAL REVENUES	<u>50,400.00</u>	<u>.00</u>	<u>.00</u>	<u>50,400.00</u>	<u>0</u>
EXPENDITURES					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	100.00	.00	48.95	51.05	48
52012 OFFICE SUPPLIES,POST	100.00	.00	24.30	75.70	24
55026 CONTRACT SERVICES	50,000.00	912.50	20,497.33	29,502.67	40
TOTAL	<u>50,200.00</u>	<u>912.50</u>	<u>20,570.58</u>	<u>29,629.42</u>	<u>40</u>
TOTAL EXPENDITURES	<u>50,200.00</u>	<u>912.50</u>	<u>20,570.58</u>	<u>29,629.42</u>	<u>40</u>
NET REV & EXPENDITURE	200.00	912.50-	20,570.58-	20,770.58	285-
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

058 PINE TO PARK/STIP
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL YEAR TO DATE	***** OVER - UNDER BUDGET	% TO DATE
REVENUES					
39960 PINE TO PARK STIP	245,200.00	.00	50,936.11	194,263.89	20
39999 REVENUE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>245,200.00</u>	<u>.00</u>	<u>50,936.11</u>	<u>194,263.89</u>	<u>20</u>
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	.67	99.33	0
55026 CONTRACT SERVICES	70,000.00	.00	3,450.00	66,550.00	4
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL	<u>70,200.00</u>	<u>.00</u>	<u>3,450.67</u>	<u>66,749.33</u>	<u>4</u>
TOTAL EXPENDITURES	<u>70,200.00</u>	<u>.00</u>	<u>3,450.67</u>	<u>66,749.33</u>	<u>4</u>
NET REV & EXPENDITURE	175,000.00	.00	47,485.44	127,514.56	27
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

059 HANBY PAVEMENT PROJECT
 PERIOD ENDING 5/31/13

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39959 HANBY PAVEMENT PROJE	.00	.00	.00	.00	0
39999 REVENUE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
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
55026 CONTRACT SERVICES	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

070 HOME OWNER ASSIST PRGM
 PERIOD ENDING 5/31/13

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

THIS AGREEMENT, made and entered into this 1st day of July, 2013, by and between the CITY OF BISHOP, hereinafter referred to as "LESSOR", and INYO COUNTY, hereinafter referred to as "LESSEE".

4/23/13

WITNESSETH

I.

RECITALS

1.01. The Lessor is the owner of that certain real property in the City of Bishop, County of Inyo, State of California, known as the Clark Wing of the Bishop City Hall Building, in which building is office space of approximately 3393 square feet, which includes 857 square feet of common area which is the amount of square feet appurtenant to the leased premises utilized as restrooms and hallways. A plot plan is attached hereto, marked Exhibit "A", and made a part hereof, which plot plan more particularly describes said space.

1.02. It is the mutual desire, intent and purpose of the parties hereto that the Lessor lease and let said premises to the Lessee for the term, at the rental, and subject to the provisions and conditions hereinafter set forth.

II
LEASE

2.01. Term. Lessor, in consideration of the rents, covenants and agreements hereinafter contained and set forth to be promptly paid, kept and performed by the Lessee, and upon the condition that each and all of said covenants and space more particularly described in Section 1.01 hereof, for a term of one (1) year, commencing as of the first day of July 2013, and terminating at midnight on the 30th day of June 2014, at and for the rental hereinafter provided to be paid by the Lessee. The Lessee may upon mutual agreement with Lessor, renew this lease a minimum of two options of one year each.

2.02 Rental.

(a) As rental for the use and occupancy of said premises during the term hereof, Lessee promise and agree to pay unto the Lessor a sum determined by the Fee Schedule attached hereto as Exhibit "B" which is made a part hereof.

2.03. Lessee Covenants. The Lessee does hereby hire, lease and take of and from the Lessor the said premises for the said term and at the said rental, and do hereby covenant and agree with Lessor as follows:

(a) Payment of Rent. That Lessee will pay the rent reserved to the Lessor at the place designated by the Lessor at the time and in the manner provided as aforesaid for the payment thereof, without deduction or delay.

(b) Default. Should the Lessee be in default in the performance of any condition, covenant or agreement herein contained, or should it abandon or vacate said premises, besides other remedies or rights the Lessor may have, it shall be optional with the Lessor, after giving said thirty-day written notice of default, to relet said premises or any portion thereof for such rent and upon such terms as the Lessor may deem fit and proper, and if a sufficient sum shall not be thus realized after paying the expenses of such reletting, Lessee agree to satisfy and pay the deficiencies, and to pay the expenses of such reletting, including any and all attorneys' fees, costs and expenses incurred or necessary in connection therewith. For purposes of this section, "sufficient sum" shall mean an amount equal to the sum total of all of Lessee lease payments for the unexpired balance of the lease term, plus Lessor expenses of reletting the premises, including any and all attorney's fees, costs, and expenses incurred by Lessor in connection therewith.

All remedies herein and hereby given the Lessor shall be cumulative and in addition to any other legal and equitable rights which the Lessor may have by law or otherwise.

(c) No use shall be made of said premises other than the contemplated use as an office space, nor shall any action be taken which shall increase the hazard thereof, for insurance or other purposes.

(d) Waste. Lessee will not commit, nor suffer to be committed, any waste upon the said premises.

(e) Repairs. Lessor will keep and maintain, with the exception of janitorial services, the demised premises and every part thereof.

(f) Alterations. Lessee will not make, nor suffer to be made, any additions to or alterations of the said premises or any part thereof without the written consent of Lessor first had and obtained. Any additions to or alterations of the said premises which cannot be reasonably removed without causing damage to the leased premises shall become at once a part of the realty and belong to the Lessor. Any additions to or alterations of the said premises which can be removed without causing damage to the leased premises shall remain the property of Lessee if actually removed within ten (10) days of the date of termination or cancellation of this lease, but shall become the property of the Lessor if not timely so removed.

It is expressly understood and agreed, without limiting the foregoing, that any linoleum or rubble tile, or other floor covering affixed to the floors by plaster, glue, cement, or mastic, and any wood flooring and carpeting installed by the Lessee, shall become and remain a part of the leased premises and shall not be removed by the Lessee at the end of their occupancy or otherwise, except upon written consent or order of Lessor.

(g) Signs. The Lessee shall not affix or cause to be affixed, any signs or awnings on or to said space without first submitting designs of the same to the Lessor and obtaining Lessors' prior approval thereof "which approval shall not be unreasonably withheld." Any and all such signs shall conform and abide in any and all respects with all applicable laws, rules and ordinances. Said signs so approved by the Lessor shall be and remain the property of the Lessee, provided, however, that the same shall be removed without defacement of or injury to the premises or building aforesaid.

(h) Laws and Regulations. Lessee will, at their sole cost and expense, faithfully observe in the use of the premises all City regulations and ordinances and County, State and Federal ordinances, regulations and statutes now in force, or which may hereafter be in force.

(i) Utilities. Lessee will neither do nor permit to be done any act which might or could result in the placement of any mechanics', laborers', or materialmen's liens, or any other liens, claims or demands of any nature upon or against the demised premises, improvements, or fixtures, or any portion thereof.

(j) Damages. Lessee, as a material part of the consideration under this lease, do hereby assume all risk of injury, or damage to persons using the premises or property, including all property of the Lessee and the Lessor in or about said premises. Lessee hereby agrees to defend, indemnify and hold harmless Lessor and all its officers and employees from and against all suits and causes of action, claims, loss, demands, expense, damage or liability of any nature whatsoever, for death or injury to any person, including Lessee, their employees and agents, or damage or destruction to any property of either party hereto or third persons in any manner arising by reason of or incident to the exercise or enjoyment of the premises herein given. Lessee shall not be liable to Lessor for any damage to the leased premises or for any loss, damage, or injury to any persons or property therein caused by the leased premises being out of repair, or by defects in the leased premises, including any access roads, ramps, or stairways thereof, or occurring in any means of entrance to or exit therefrom, or in the Lessor's or other occupant's equipment contained therein; or by burglaries, or fire, water,

gas, oil, electricity, or other causes of whatsoever nature; or occasioned by bursting, leakage, or overflow of any plumbing or any other pipes, tanks, drains, or washstands, or other similar causes in, above, upon, or about the leased premises; nor shall Lessee be liable for any loss, damage, or injury arising from any acts or omissions of the Lessor, its officers, agents, or employees, or co-tenants, or any owners or occupants of adjacent or contiguous property.

(k) Inspection. Lessee will permit Lessor, their agents or representatives, to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the same, or for the purpose of repossessing said premises in the event of default, or for the purpose of making repairs, alterations, or additions to any portion of said office space, with a rebate of rent to Lessee for any loss of occupancy or quiet enjoyment of the premises thereby occasioned.

(l) Surrender of Premises. Lessee will, on the last day of the term of this lease or other sooner termination hereunder, peaceably and quietly leave, surrender and yield up to the Lessor all and singular the said premises with the appurtenances thereto in good order, condition and state of repair, damages through Acts of God and by ordinary wear and tear through normal use alone excepted. If Lessee does not clean the premises before surrendering same, the Lessor may so do, and in that event Lessee agree to pay the Lessor for the cost of cleaning same.

(m) Holding Over. In the event that Lessee shall hold over after expiration of the term of this lease with the consent, express or implied, of the Lessor, such holding over shall be deemed merely a tenancy from month to month on the same terms, covenants and conditions so far as applicable, as herein contained.

(n) Subject to Subsection (J) Indemnity. Lessee acknowledge and represent that they have inspected the premises, know the condition thereof, and assume full responsibility for any injury to persons or damage or destruction to property by reason of the use of said premises under this leave, and undertake and agree to release and hold harmless and indemnify the Lessor and all its officers and employees from and against all suits and causes of action, claims, loss, demands, expense, damage or liability of any nature whatsoever, for death or injury to any person, including Lessee, their employees and agents, or damage or destruction to any property of either party hereto or third persons in any manner arising by reason of or incident to the exercise or enjoyment of the premises herein given

2.04. Destruction of Premises. In the event of a partial destruction of the demised premises during the term hereof from any cause, except the fault or negligence of Lessee, the Lessor shall forthwith repair the same, provided such repairs can be made within thirty (30) days under the regulations of Federal, State, County or City authorities,

but such partial destruction shall in no way annul or void this lease, except that the Lessees shall be entitled to a proportionate deduction to be based the extent to which the making of such repairs shall interfere with the business carried on by the Lessee in said premises, but in no event to be more than the amount of the monthly rental. In the event that the Lessor does not make sure repairs in the thirty (30) days, or such repairs cannot be made under such regulations, this lease may be terminated at the option of either the Lessor or the Lessee. In respect to any partial destruction which the Lessor are obligated to repair, or may elect to repair, under the terms of this paragraph, the provisions of Section 1932, Subdivision 2, and of Section 1933, Subdivision 4, of the Civil Code of the State of California, are waived by the Lessees.

2.05. Waiver. The waiver by the Lessor of any breach of any term, covenant, or condition in this lease contained and set forth shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

2.06. Quiet Possession. The Lessor do hereby covenant and agree with the Lessee that so long as the Lessee keep and perform the covenants and agreements herein contained on its part to be kept and performed, it shall at all times during the term hereof or any extension or renewal of said term, peaceably and quietly have, hold, use and enjoy the said premises without suit, trouble, or hindrance from Lessors, their agents or representatives.

2.07. Insurance. Lessee shall provide Lessor with a certificate of insurance in the amount of \$1,000,000 for General Liability. All policies must provide for thirty (30) days' notice to the City Clerk of the City of Bishop by registered mail to cancel, must be furnished in duplicate and must be approved by the City Clerk.

Such policy shall be evidenced by certificate of insurance naming the City of Bishop additional insured. Certificate of insurance must be in a form acceptable to the City of Bishop. All insurance coverage shall include endorsements naming the "City of Bishop and each of its directors, officers, agents, consultants and employees as additional insureds" under their policies while acting in their capacity for the City.

III

GENERAL PROVISIONS

3.01. Notices. Notices, demands, declarations and communications desired to be given or served by either the Lessor or the Lessee upon the other, or others, shall be deemed validly served and given when deposited in any United States Post Office by registered or certified mail, with the postage hereon fully prepaid, and if intended for the Lessor, addressed to it as follows:

CITY ADMINISTRATOR
CITY OF BISHOP
P.O. BOX 1236
377 WEST LINE STREET
BISHOP, CALIFORNIA 93515

and such other place as they may hereafter designate in writing and if intended for the Lessee, addressed as follows:

INYO COUNTY BOARD OF SUPERVISORS
PO BOX DRAWER N
INDEPENDENCE, CALIFORNIA 93526

or such other place as Lessee may hereafter designate in writing, and the date of the sender's registered or certified mail receipt shall be deemed prima facie evidence of the date upon which service was made.

3.02. Attorney's Fees. It is understood and agreed that in the event suit shall be brought for unlawful detainer of said premises, for the recovery of any rent due under the provisions of this lease, or because of the breach of any other covenants, promises, or conditions herein contained, on the part of the Lessee or Lessor, to be kept or performed, then and in such event the prevailing party in such action shall be entitled to recover from the other party a reasonable attorney's fee to be fixed by the Court and all other appropriate relief and court costs.

3.03. Assignment. Lessee shall not assign this lease, in whole or in part, without the consent in writing of Lessor first had and obtained.

3.04. Inurement. This agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns, subject only to the conditions against assignment herein specifically set forth.

IN WITNESS WHEREOF, the parties have executed this lease agreement in triplicate on the date first above written.

CITY OF BISHOP

ATTEST:

Date:

Date:

BY: Laura Smith, Mayor

BY: Keith Caldwell, City Administrator

INYO COUNTY

ATTEST:

Date:

Date:

Linda Arcularius 5-28-13
BY: Inyo County Chairman,
Board of Supervisors

Patricia Dunsally 5-28-13
Clerk of Board of Supervisors

**EXHIBIT B
FEE STRUCTURE
CLARK WING LEASE
(COUNTY OF INYO)**

1. Space rent shall be \$1.12 per square foot monthly for 3,393 square feet of Clark Wing space which includes adjacent hall way and public spaces. Space rent includes monthly utilities and any repairs, maintenance and improvements as approved by the Lessor.

Lessees shall pay Lessors the sum of \$1.12 per square foot per month for all space leased (3,393 sq. ft.) hereunder, being the sum of \$3,800.16 per month, in advance, commencing as of the first day of July 2013.

AGREEMENT BETWEEN COUNTY OF INYO
AND City of Bishop
FOR THE PROVISION OF Nutrition & Fitness **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Nutrition & Fitness services of City of Bishop Parks & Recreation Department of Inyo County (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Jean Turner, whose title is: Director of Inyo HHS. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2013 to June 30, 2014 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$10,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment C, upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses

or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.epls.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment D and with the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

25. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo	
First 5 Inyo County HHS	Department
568 W. Line Street	Street
Bishop, CA 93514	City and State

Contractor:	
City of Bishop, Parks & Rec. Dept.	Name
PO BOX 1236 or 301 W. Line Street	Street
Bishop, CA 93514	City and State

26. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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AGREEMENT BETWEEN COUNTY OF INYO
AND City of Bishop
FOR THE PROVISION OF Nutrition & Fitness **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS _____ DAY OF _____, _____.

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____
Signature

Dated: _____

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND City of Bishop
FOR THE PROVISION OF Nutrition & Fitness Services SERVICES

TERM:

FROM: July 1, 2013 TO: June 30, 2014

The Contractor shall provide nutrition & fitness services in the county of Inyo as detailed in the attached Scope of Work, and incorporated into this contract. Contractor shall perform the tasks listed in this plan by June 30, 2014 including the provision of participant intake forms, fiscal reports, and evaluation materials listed in the SOW to the satisfaction of the First 5 Inyo County Commission.

All publicity and materials for the public produced pursuant to this agreement shall be submitted to first 5 Inyo County for approval , and shall include "Funded by First 5 Inyo County, a division of Inyo Health & Human Services" or the First 5 Inyo County logo.

The First 5 Inyo County Commission makes decisions based on program evaluation, so aid from partners who help us document and increase protective factors for families with children 0 to 5 in Inyo County will be taken into account as we discuss continued and new funding.

The major services this contract addresses are:

- 120 July & August 2013 Swim Lesson Scholarships for Inyo children 0-5
 - yellow center intake forms that list the child's name, age, ethnicity, and primary language of every scholarshiped registrant per session (scholarship qualification defined as each child who comes in with a pink First 5 referral form)
 - total count of children, both with and without scholarships, who completed each 2 week session to increase their water skills
- 60 May & June 2014 Swim Lesson Scholarships for Inyo children 0-5
 - yellow center intake forms that list the child's name, age, ethnicity, and primary language of every scholarshiped registrant per session (scholarship qualification defined as each child who comes in with a pink First 5 referral form)
 - total count of children, both with and without scholarships, who completed each 2 week session to increase their water skills
- 30-50 other City of Bishop Parks & Rec Scholarships for 0-5 nutrition and fitness classes depending on actual cost to non-scholarshiped participants
 - 1 purple intake form per scholarship family who registers
 - yellow center intake forms that list the child's name, age, ethnicity, and primary language of every scholarshiped registrant per session

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND City of Bishop
FOR THE PROVISION OF Nutrition & Fitness Services SERVICES

TERM:

FROM: July 1, 2013

TO: June 30, 2014

SCHEDULE OF FEES:

For services satisfactorily rendered, and upon receipt & approval of monthly invoices as required, the County agrees to compensate the Contractor for expenditures incurred from July 1, 2013 to June 30, 2014 in an amount not to exceed \$10,000.

Notwithstanding paragraph 3.E Billing & Payment, actual program and equipment costs are to be invoiced to First 5 Inyo County after service delivery on a quarterly basis, and indirect costs are not to exceed 15% of the total contracted grant amount.

Quarterly invoices, with attached expenditure spreadsheets, and related evaluation materials should be received by First 5 Inyo no later than 7 days after the last day of the month. In the event that invoices or evaluation materials are not forthcoming in that time period, the First 5 Inyo County commission retains the right to withhold further payment until satisfactory receipt & review of those materials has taken place.

Also, contractors should be aware that the terms of this contract are contingent on continued state funding, and if state level cuts were to occur to our revenues the county may cancel this contract at will at any time with 30 days written notice of their intent to cancel.

Quarterly Invoicing

July 1 to Sept. 30, 2013

Oct. 1 to Dec. 30, 2013

Jan. 1 to Mar. 30, 2014

Apr. 1 to Jun. 30, 2014

Late After

Oct. 7, 2013

Jan. 7, 2014

Apr. 7, 2014

July 7, 2014

City of Bishop Parks & Rec. 2013-14 Monthly Invoice Chart

GENERAL	BUDGET	JULY	AUGUST	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	TOTALS
PERSONNEL	0													
SCHOLARSHIPS	8,500													
0-5 SWIM SCHOLARSHIPS	6,300													
210 at \$30 each														
0-5 OTHER SCHOLARSHIPS	2,200													
73 at \$30 or 44 at \$50														
SUPPLIES	0													
TRAVEL	0													
INDIRECT (NOT TO EXCEED 15%)	1,500													
TOTALS	10,000													

Use this chart to keep a running total for FY 2013-14 expenditures. Attach G/L documentation along with each quarter's reporting checklist and eval materials for prompt reimbursement. Invoice summary, copy of chart, and all evaluation materials listed in SOW due by the 7th day of each new quarter.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND City of Bishop
FOR THE PROVISION OF Nutrition & Fitness Services SERVICES

TERM:

FROM: July 1, 2013

TO: June 30, 2014

Form W-9

Request for Taxpayer
Identification Number and Certification
(Please submit W-9 form with Contract, available on-line or by County)

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND City of Bishop
FOR THE PROVISION OF Nutrition & Fitness SERVICES

TERM:

FROM: July 1, 2013

TO: June 30, 2014

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1
Insurance Requirements for Most Contracts
(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CALIFORNIA JOINT POWERS INSURANCE AUTHORITY

CERTIFICATE OF LIABILITY PROTECTION

In accordance with the provisions of Article 11(a) of the Joint Powers Agreement creating the CALIFORNIA JOINT POWERS INSURANCE AUTHORITY, the Executive Committee has designated a Joint Liability Protection Program for the Members.

City of Bishop

including its City Council, along with all its commissions, agencies and employees thereof, is protected in accordance with the terms and provisions of the CALIFORNIA JPIA Liability Protection Program. This Certificate is evidence of the Member's participation in the Liability Protection Program during the period of July 1, 2012 to June 30, 2013.

The CALIFORNIA JOINT POWERS INSURANCE AUTHORITY will investigate, defend and/or pay all claims, settlements and final judgements which come within the provisions of the CALIFORNIA JPIA Memorandum of Coverage and any endorsements thereto.



CALIFORNIA JOINT POWERS INSURANCE AUTHORITY

A handwritten signature in black ink, appearing to read 'Jonathan R. Shull', written in a cursive style.

Jonathan R. Shull, Chief Executive Officer

Water Funds Monthly Balances 2012/2013

		End Previous	Change		
Start of Year Combined		\$ 1,082,078.11	\$ 1,082,078.11	\$ -	
Non capital (6 months)		\$ 311,940.00		\$ (311,940.00)	Audit reconcile
Capital		\$ 770,138.11		\$ (770,138.11)	Audit reconcile
		Start Balance	Expend	Revenue	End Balance
July	Combined	\$ 1,082,078.11	\$ 141,501.81	\$ 383,358.07	\$ 1,323,934.37
	Non Capital	\$ 311,940.00	\$ 141,501.81	\$ 237,682.00	\$ 408,120.19
	Capital	\$ 770,138.11	\$ -	\$ 145,676.07	\$ 915,814.18
August	Combined	\$ 1,323,934.37	\$ 72,468.66	\$ 91,872.88	\$ 1,343,338.59
	Non Capital	\$ 408,120.19	\$ 68,873.25	\$ 56,961.19	\$ 396,208.13
	Capital	\$ 915,814.18	\$ 3,595.41	\$ 34,911.69	\$ 947,130.46
September	Combined	\$ 1,343,338.59	\$ 93,208.54	\$ 74,308.43	\$ 1,324,438.48
	Non Capital	\$ 396,208.13	\$ 86,512.61	\$ 46,071.23	\$ 355,766.75
	Capital	\$ 947,130.46	\$ 6,695.93	\$ 28,237.20	\$ 968,671.73
October	Combined	\$ 1,347,834.23	\$ 62,145.99	\$ 65,933.52	\$ 1,351,621.76
	Non Capital	\$ 355,766.75	\$ 56,806.31	\$ 40,878.78	\$ 339,839.22
	Capital	\$ 968,671.73	\$ 5,339.68	\$ 25,054.74	\$ 988,386.79
November	Combined	\$ 1,351,621.76	\$ 59,239.88	\$ 67,314.91	\$ 1,359,696.79
	Non Capital	\$ 339,839.22	\$ 57,472.05	\$ 41,735.24	\$ 324,102.41
	Capital	\$ 988,386.79	\$ 1,767.83	\$ 25,579.67	\$ 1,012,198.63
December	Combined	\$ 1,359,696.79	\$ 53,599.72	\$ 62,518.56	\$ 1,368,615.63
	Non Capital	\$ 324,102.41	\$ 52,924.72	\$ 38,761.51	\$ 309,939.20
	Capital	\$ 1,012,198.63	\$ 675.00	\$ 23,757.05	\$ 1,035,280.68
January	Combined	\$ 1,367,963.54	\$ 66,265.57	\$ 67,265.37	\$ 1,368,963.34
	Non Capital	\$ 309,939.20	\$ 64,466.69	\$ 41,704.53	\$ 287,177.04
	Capital	\$ 1,035,280.68	\$ 1,798.88	\$ 25,560.84	\$ 1,059,042.64
February	Combined	\$ 1,368,963.34	\$ 49,786.62	\$ 64,926.12	\$ 1,384,102.84
	Non Capital	\$ 287,177.04	\$ 49,786.62	\$ 40,254.19	\$ 277,644.61
	Capital	\$ 1,059,042.64	\$ -	\$ 24,671.93	\$ 1,083,714.57
March	Combined	\$ 1,384,003.47	\$ 95,743.86	\$ 64,433.87	\$ 1,352,693.48
	Non Capital	\$ 277,644.61	\$ 82,942.35	\$ 39,949.00	\$ 234,651.26
	Capital	\$ 1,083,714.57	\$ 12,801.51	\$ 24,484.87	\$ 1,095,397.93
April	Combined	\$ 1,352,693.48	\$ 61,340.29	\$ 68,955.97	\$ 1,360,309.16
	Non Capital	\$ 234,651.26	\$ 57,256.54	\$ 42,752.70	\$ 220,147.42
	Capital	\$ 1,095,397.93	\$ 4,083.75	\$ 26,203.27	\$ 1,117,517.45
May	Combined	\$ 1,360,309.16	\$ 193,842.06	\$ 70,106.09	\$ 1,236,573.19
	Non Capital	\$ 220,147.42	\$ 54,289.05	\$ 43,465.78	\$ 209,324.15
	Capital	\$ 1,117,517.45	\$ 139,553.01	\$ 26,640.31	\$ 1,004,604.75
June	Combined	\$ 1,236,573.19	\$ -	\$ -	\$ 1,236,573.19
	Non Capital	\$ 209,324.15	\$ -	\$ -	\$ 209,324.15
	Capital	\$ 1,004,604.75	\$ -	\$ -	\$ 1,004,604.75
End of Year Combined					
Capital %				38%	

Sewer Fund Monthly Balances 2012/2013

1j

		End Previous	Change		
Start of Year Combined		\$ 720,361.67	\$ 720,361.67	\$ -	
Non capital (6 months)		\$ 280,300.00		\$ (280,300.00) Audit reconcile	
Capital		\$ 440,061.67		\$ (440,061.67) Audit reconcile	
		Start Balance	Expend	Revenue	End Balance
July	Combined	\$ 720,361.67	\$ 52,253.81	\$ 355,822.29	\$ 1,023,930.15
	Non Capital	\$ 280,300.00	\$ 52,253.81	\$ 209,935.15	\$ 437,981.34
	Capital	\$ 440,061.67	\$ -	\$ 145,887.14	\$ 585,948.81
August	Combined	\$ 1,023,930.15	\$ 79,271.79	\$ 89,480.84	\$ 1,034,139.20
	Non Capital	\$ 437,981.34	\$ 68,888.09	\$ 52,793.70	\$ 421,886.95
	Capital	\$ 585,948.81	\$ 10,383.70	\$ 36,687.14	\$ 612,252.25
September	Combined	\$ 1,034,139.20	\$ 68,285.63	\$ 70,631.93	\$ 1,036,485.50
	Non Capital	\$ 421,886.95	\$ 55,860.79	\$ 41,672.84	\$ 407,699.00
	Capital	\$ 612,252.25	\$ 12,424.84	\$ 28,959.09	\$ 628,786.50
October	Combined	\$ 1,059,337.17	\$ 55,447.58	\$ 61,180.49	\$ 1,065,070.08
	Non Capital	\$ 407,699.00	\$ 55,447.58	\$ 36,096.49	\$ 388,347.90
	Capital	\$ 628,786.50	\$ -	\$ 25,084.00	\$ 653,870.51
November	Combined	\$ 1,065,070.08	\$ 285,569.05	\$ 64,378.11	\$ 843,879.14
	Non Capital	\$ 388,347.90	\$ 64,691.97	\$ 37,983.08	\$ 361,639.02
	Capital	\$ 653,870.51	\$ 220,877.08	\$ 26,395.03	\$ 459,388.45
December	Combined	\$ 843,879.14	\$ 118,340.45	\$ 57,166.22	\$ 782,704.91
	Non Capital	\$ 361,639.02	\$ 54,781.35	\$ 33,728.07	\$ 340,585.74
	Capital	\$ 459,388.45	\$ 63,559.10	\$ 23,438.15	\$ 419,267.50
January	Combined	\$ 782,660.79	\$ 65,196.87	\$ 64,922.49	\$ 782,386.41
	Non Capital	\$ 340,585.74	\$ 59,835.50	\$ 38,304.27	\$ 319,054.51
	Capital	\$ 419,267.50	\$ 5,361.37	\$ 26,618.22	\$ 440,524.35
February	Combined	\$ 782,386.41	\$ 51,116.62	\$ 62,309.03	\$ 793,578.82
	Non Capital	\$ 319,054.51	\$ 50,370.75	\$ 36,762.33	\$ 305,446.09
	Capital	\$ 440,524.35	\$ 745.87	\$ 25,546.70	\$ 465,325.18
March	Combined	\$ 793,493.19	\$ 70,146.89	\$ 61,035.86	\$ 784,382.16
	Non Capital	\$ 305,446.09	\$ 59,943.16	\$ 36,011.16	\$ 281,514.08
	Capital	\$ 465,325.18	\$ 10,203.73	\$ 25,024.70	\$ 480,146.16
April	Combined	\$ 784,382.16	\$ 59,932.23	\$ 63,297.43	\$ 787,747.36
	Non Capital	\$ 281,514.08	\$ 55,597.12	\$ 37,345.48	\$ 263,262.45
	Capital	\$ 480,146.16	\$ 4,335.11	\$ 25,951.95	\$ 501,762.99
May	Combined	\$ 787,747.36	\$ 104,373.53	\$ 64,124.07	\$ 747,497.90
	Non Capital	\$ 263,262.45	\$ 51,984.92	\$ 37,833.20	\$ 249,110.73
	Capital	\$ 501,762.99	\$ 52,388.61	\$ 26,290.87	\$ 475,665.25
June	Combined	\$ 747,497.90	\$ -	\$ -	\$ 747,497.90
	Non Capital	\$ 249,110.73	\$ -	\$ -	\$ 249,110.73
	Capital	\$ 475,665.25	\$ -	\$ -	\$ 475,665.25
End of Year Combined					
Capital %				41%	

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KCC*

SUBJECT: PUBLIC HEARING -
CLOSEOUT OF THE 2009 GENERAL ALLOCATION OF THE STATE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND
FINAL GRANTEE PERFORMANCE REPORT

DATE: June 24, 2013

ATTACHMENTS:

- Public Hearing Notice
- CDBG Grantee Performance Report (GPR)

BACKGROUND/SUMMARY

This public hearing is to review and report on the activities of the 2009 General Allocation of the State Community Development Block Grant (CDBG) program, and to provide an opportunity for interested parties to comment and review the Final Grantee Performance Report on the **closeout** of the grant, 09-STBG-6407.

The grant funds assisted three households, allowing them to purchase a primary residence in the City of Bishop. All three households were of moderate income (between 51%-80% of the Area Median Income). The average household down-payment assistance loan was \$102,577. These loans are structured as deferred, secondary loans and are leveraged with private funding from banking institutions. The table below shows the maximum incomes of participating households.

2013 Income Limits for Inyo County – CDBG & HOME

	<i>Number of Persons in Household</i>							
	1	2	3	4	5	6	7	8
80% of AMI	\$36,900	\$42,150	\$47,400	\$52,650	\$56,900	\$61,100	\$65,300	\$69,500

RECOMMENDATION

Hold the public hearing.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City of Bishop will conduct a public hearing on June 24, 2013 at 7:00 p.m. at the City of Bishop Council Chambers, 377 West Line Street, Bishop, California, to review and report on the activities of the 2009 General Allocation of the State Community Development Block Grant (**CDBG**) program, and to provide an opportunity for interested parties to comment and review the Final Grantee Performance Report on the **closeout** of the grant.

If you would like additional information, or if you are unable to attend the public hearing and would like to submit comments, please contact Robin Picken, Assistant City Clerk, 377 West Line Street, City of Bishop, (760) 873-5863 x24, Email: rpicken@ca-bishop.us

If you plan on attending the public hearing and need special accommodation or language assistance, please contact Robin Picken, Assistant City Clerk, at least 24 hours ahead of the hearing to arrange for such accommodation. The City of Bishop promotes fair housing and makes all programs available to low and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, or handicap.

Published: June 13, 2013

This section applies to activities with a National Objective of Low and Moderate Housing (LMH) and one of the following activities. Check off what activity you are reporting. If more than one activity is being reported on this page, you will need to create a duplicate sheet.

- Homeownership Assistance - not direct (05R)
- Direct Homeownership Assistance (13)

Program Description

IDIS cdbg 6

Check all statements that are applicable to this activity. This activity will include:

- a. One-for-One Replacement (Reconstruction) complete Appendix A.
- b. Public improvement activity for which a Special Assessment will be levied.
- c. Displacement of household, business, farms, nonprofits, complete Appendix B.
- d. Creating a new Revolving Fund/Revolving Loan Account (RLA).
- e. The designation of an economic development "Favored activity".
- f. The funding of Colonia(s).
- g. Brownfield Activity Indicate the number of remediated acres: _____
- h. Historic Preservation Area.
- i. Presidential Declared Disaster.
- j. Multi-Unit Housing (2+ Units/structure).
- k. Rental Housing.
- l. Limited Clientele by Nature/Location or Presumed Benefit, complete Appendix C.
- m. A Subrecipient Agreement for this activity, complete Appendix D.
- n. The designation of Slum and Blight, complete Appendix E.

Section 3

Economic Opportunities for Low & Very Low Income

- Check box if the grant award is over \$200,000 in CDBG funds.
- Check box if you have a construction contract or subcontract greater than \$100,000.

If both boxes are checked, you are required to comply with Section 3 reporting requirements pursuant to HUD (24 CFR 135). Attach a Section 3 report and submit the report with this GPR.

Minority Contractor Information

Provide the total dollar amount of this activity that will be directed towards Firms owned wholly or in substantial part by:

Minority group members	_____	Value of Contract
Women	_____	_____
Other (Specify) _____	_____	_____

TYPE OF ASSISTANCE

IDIS cdbg 5

1. What type of financing was provided to the beneficiaries: Grants Loans
 No loans or grants
2. Indicate the number of grants and/or loans provided this Report Period:
 Grants _____ Loans 1
3. Indicate the total number of grants and/or loans provided to date (entire contract term):
 Grants _____ Loans 3
4. When assistance is provided in the form of loans, enter the terms of financing:
- | | Interest Rate (%) | Number of Months (#) | Loan Amounts (\$) |
|---|-------------------|----------------------|------------------------|
| a. Amortized Loan: | <u>0</u> | <u>360</u> | <u>up to \$150,000</u> |
| b. Deferred Payment/
Forgiveness Loan: | _____ | _____ | _____ |

DIRECT BENEFIT

IDIS cdbg 8

This page allows you to report on beneficiaries race/ethnicity and income levels for the fiscal year:

HOUSING ACTIVITIES

Race & Code	Owner		Renter	
	All	Hisp	All	Hisp
White (11):	3	0	0	0
Black/African American (12):	0	0	0	0
Asian (13):	0	0	0	0
American Indian/Alaskan Native (14):	1	0	0	0
Native Hawaiian/Other Pacific Isl. (15):	0	0	0	0
Am. Indian/Alaskan Native & White (16):	0	0	0	0
Asian & White (17):	0	0	0	0
Black/African Am. & White (18):	0	0	0	0
Am. Indian/Alaskan & Blck/Afrcn (19):	0	0	0	0
Other Multi-Racial (20):	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTALS	3	0	0	0

Number of Female Head of Households _____

INCOME LEVELS

IDIS cdbg 13

Number of households benefiting based on Income:

	Owner	Renter	Total all years
Extremely Low (<30%)	0	0	0
Low (31%-50%)	0	0	0
Moderate (51%-80%)	3	0	0
Non-Low/Moderate Income (+80%)	<u>0</u>	<u>0</u>	<u>0</u>
Totals	3	0	0

HOUSING - PUBLIC SERVICE

IDIS cdbg 17A

Indicate the number of persons/households assisted, according to the following:

1. a. Total being served for the program year 3
- b. Now have new access to this type of service or benefit: _____
- c. Now have improved access to this type of service or benefit: _____
- d. Now receive a service or benefit that is no longer substandard: _____

Direct Financial Assistance to Homebuyers

- 1. Enter the total number of homebuyer households: 3
- 2. Of the total homebuyers assisted, specify the following:
 - a. Number of first-time homebuyers: 3
 - b. Of those first-time homebuyers, specify the number receiving housing counseling: 3
- 3. The number of homebuyers receiving down payment assistance/closing costs: 3

IDIS cdbg 25

Replacement Housing

If multiple locations, please duplicate and make additional forms as necessary.
Indicate the address of the units to be demolished-converted:

IDIS cdbg 16

Demolished/Converted
Address _____

Indicate the number and type of bedroom units

0/1 Zero or One bedroom unit _____
Two Bedroom Units _____
Three Bedroom Units _____
Four Bedroom Units _____
5+ Five or more Bedroom Units _____

Grant or Loan Agreement Executed Date: _____

Demolition or Conversion Agreement Date: _____

Replacement
Address _____

Number of bedroom units

0/1 Zero or One bedroom unit _____
Two Bedroom Units _____
Three Bedroom Units _____
Four Bedroom Units _____
5+ Five or more Bedroom Units _____

Date units will be available: _____

Date of any exception agreement: _____

Grantee Performance Report
Appendix B - Displacement

Report Period
Final

Standard Agreement
09-STBG-6407

IDIS cdbg 15

Indicate the census tract of origin _____
 Indicate the City _____

Race & Code	Displaced		Remain		Relocated	
	All	Hisp	All	Hisp	All	Hisp
White (11):	0	0	0	0	0	0
Black/African American (12):	0	0	0	0	0	0
Asian (13):	0	0	0	0	0	0
American Indian/Alaskan Native (14):	0	0	0	0	0	0
Nat.Hawaiian/Oth Pacific Isl (15):	0	0	0	0	0	0
Am. Indian/Alaskan Nat. &White (16):	0	0	0	0	0	0
Asian & White (17):	0	0	0	0	0	0
Black/African Am. & White (18):	0	0	0	0	0	0
Am.Indian/Alskn & Blck/Afrcn (19):	0	0	0	0	0	0
Other Multi-Racial (20):	0	0	0	0	0	0

Indicate the census tract of those relocated _____
 Indicate the City _____

Race & Code	Displaced		Remain		Relocated	
	All	Hisp	All	Hisp	All	Hisp
White (11):	0	0	0	0	0	0
Black/African American (12):	0	0	0	0	0	0
Asian (13):	0	0	0	0	0	0
American Indian/Alaskan Native (14):	0	0	0	0	0	0
Nat.Hawaiian/Oth Pacific Isl (15):	0	0	0	0	0	0
Am. Indian/Alaskan Nat. &White (16):	0	0	0	0	0	0
Asian & White (17):	0	0	0	0	0	0
Black/African Am. & White (18):	0	0	0	0	0	0
Am.Indian/Alskn & Blck/Afrcn (19):	0	0	0	0	0	0
Other Multi-Racial (20):	0	0	0	0	0	0

If there is more than one census track, indicate the additional census tract
 and race distribution of those relocated. _____
 Indicate the City _____

1. Presumed Benefit

IDIS User Guide 8-73

If the activity is funded under a National Objective Code of Low and Moderate Income Clientele, indicate the number of beneficiaries that fall into one or more of the following categories. Use the following income levels when reporting on the beneficiaries race and income on other pages of the GPR.

Number of:

- | | |
|---|--|
| <input type="checkbox"/> Abused Children | Extreme Low Income |
| <input type="checkbox"/> Battered Spouses | Low Income |
| <input type="checkbox"/> Severely Disabled Adults (Per Census Definition) | Low Income |
| <input type="checkbox"/> Illiterate Adults | Low Income |
| <input type="checkbox"/> Persons with Aids | Low Income |
| <input type="checkbox"/> Homeless Persons | Extreme Low Income |
| <input type="checkbox"/> Migrant Farm workers | Low Income |
| <input type="checkbox"/> Elderly Persons | Use Moderate Income if at a center with services,
if not center based, use Low Income |

2. Nature and Location

IDIS cdbg 10

Provide a narrative description of how the nature/location of this activity benefits low and moderate persons:

ORGANIZATION CARRYING OUT ACTIVITY

IDIS cdbg 3

Indicate if the activity will be carried out by one of the following:

- Grantee employees
- Contractors
- Grantee employees & contractors
- By others under a Sub-recipient Agreement

If you are using a Sub-recipient Agreement, indicate the name of the Organization:

Mammoth Lakes Housing, Inc.

Activity is being carried out by:

- A 105 (a) (15) entity as defined under the Housing and Development Act
- Another unit of local government
- Another public agency

IDIS cdbg 4

Indicate all that applies to this organization:

- Non-profit organization
- For-profit entity
- A faith-based organization
- An institution of higher education

Code Section 105(a) (15) is from the Housing and Development Act and provides the provision of assistance to neighborhood-based nonprofit organizations, local development corporations, and nonprofit organizations serving the development needs of communities in non-entitlement areas to carry out neighborhood revitalization, community economic development or energy conservation projects.

Provide a description of the boundaries of the designated area
(Not the census tract/block data required for LMA)

Boundaries:

Percent of Deteriorated Buildings/Qualified Properties: _____ %

Public Improvement/Type Condition:

Provide a brief description identifying each type of improvement / type of condition

Slum/Blight Designation Year _____

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

**SUBJECT: PUBLIC HEARING -
NOTICE OF FINAL PUBLIC HEARING FOR ACCEPTANCE OF FINAL PRODUCT**

DATE: June 24, 2013

ATTACHMENTS:

- Staff Memo
- Public Hearing Notice

BACKGROUND/SUMMARY

This public hearing will be to notify the public of the City's acceptance of a final product funded by the 2011-2013 Community Development Block Grant (CDBG) Planning and Technical Assistance Program, Grant 11-PTEC-7613 in the amount of \$35,000.

The Public Works Department used the grant funds to have certain improvements made to the City's Geographic Information System (GIS). These improvements included fresh high-resolution orthoimagery, database schema updates, and a revision of the online zoning map viewer for the City incorporated area.

RECOMMENDATION

Hold the public hearing.



To: Keith Caldwell, City Administrator *KSC*
From: David Grah, Director of Public Works *[Signature]*
Subject: Acceptance of Final Product from Third GIS Grant
Date: 18 June 2013
Previous: 30 November 2011, 30 December 2011
Funding: State funds with water and sewer reserves for match

General:

The State of California requires the City of Bishop to hold a public hearing regarding the acceptance of the final products from the third GIS grant.

Background:

Starting in 2005, the City of Bishop began successful development of a municipal Geographic Information System (GIS) for the city using Planning and Technical Assistance (PTA) Community Development Block Grant (CDBG) funds provided through the California Department of Housing and Community Development. Since 2005, three grants for GIS work have been obtained.

Bishop qualifies for these grants because its 53.3% Targeted Income Group (TIG) percentage is over the threshold 51% value. TIG is defined as income less than 80% of the area median income. The intention of the grants is to benefit Bishop's TIG population.

On 11 October 2011 the city learned it was the recipient of a third \$35,000 Community Development Block Grant (CDBG) for municipal Geographic Information System (GIS) development. This grant was part of the application package made in the spring to the California Department of Housing and Community Development for CDBG funding related to the Silver Peaks Apartments project. Unfortunately and unexpectedly this was the only element of that application package the state approved for funding.

The work included in the third \$35,000 grant built on the work completed as part of the first and second grant, by city staff, and through the recent LiDAR effort. The third grant included grant administration, updated high resolution aerial imagery, upgrading and improving city's web-mapping system, and other GIS improvements. The grant required a 25% cash match (\$8,750) from city funds. Enplan, of Redding California, was hired as the consultant for the work.

All of the items included in the grant have been delivered and, along with the rest of the Bishop GIS, are regularly being used by Public Works for its internal business as well as in support of other city departments and community functions. The GIS has proved to be tremendously valuable and its usefulness should continue to increase into the future.

The State of California Department of Housing and Community Development (HCD) administers the CDBG program in California and requires that we hold a public hearing to get input on the acceptance of the final GIS products.

Recommendation:

It is recommended the City Council hold a public hearing and accept the final GIS products produced with funding from the 2011-2013 CDBG PTA (General Allocation) program, grant 11-PTEC-7613, know as the Third GIS grant.

CITY OF BISHOP

NOTICE OF FINAL PUBLIC HEARING FOR ACCEPTANCE OF FINAL PRODUCT

NOTICE IS HEREBY GIVEN that the City of Bishop will conduct a public hearing by the City Council on June 24, 2013, at 7:00 p.m. at the City of Bishop City Council Chambers, 301 West Line Street, Bishop, California 93514 to notify the public of the City's acceptance of a final product funded by the 2011-2013 Community Development Block Grant (CDBG) Planning and Technical Assistance program, grant 11-PTEC-7613 in the amount of \$35,000.

The Public Works Department, on behalf of the City of Bishop, used the grant funds to have certain improvements made to the City's Geographic Information System (GIS). These improvements included fresh high-resolution orthoimagery, database schema updates, and a revision of the online zoning map viewer for the City incorporated area.

The purpose of the public hearing will be to make public comments known. If you are unable to attend the public hearing, you may direct written comments to the City of Bishop, Public Works Director, P.O. Box 1236, Bishop, California 93515 or you may telephone Public Works Director David Grah at (760) 873-8458 with questions or comments.

In addition, a CDBG public information file may be obtained at the above address between the hours of 8:00 a.m. and 4:30 p.m. on weekdays to obtain more information about the CDBG program.

Published: June 13, 2013

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR 

**SUBJECT: PUBLIC HEARING -
SUBMITTAL OF A STATE HOME INVESTMENT PARTNERSHIP PROGRAM
APPLICATION**

DATE: June 24, 2013

ATTACHMENTS:

- Public Hearing Notice
- Home Investment Partnership Program 2013 Notice of Funding Availability (NOFA)

BACKGROUND/SUMMARY

This public hearing will be to discuss the submittal of a grant application in response to the 2013 Notice of Funding Availability (NOFA) announcing the availability of funds under the HOME program and to solicit citizen input.

RECOMMENDATION

Hold the public hearing.

CITY OF BISHOP

NOTICE OF PUBLIC HEARING FOR SUBMITTAL OF A STATE HOME INVESTMENT PARTNERSHIP PROGRAM APPLICATION

NOTICE IS HEREBY GIVEN that the City of Bishop will conduct a public hearing on June 24, 2013, at 7:00 p.m., in the City Council Chambers, 301 West Line Street, Bishop, to discuss the submittal of an application to the California State Department of Housing and Community Development for funding under the HOME Investment Partnerships Program in response to the California Department of Housing and Community Development 2013 Notice of Funding Availability (NOFA), and to solicit citizen input.

The City of Bishop is applying for an allocation of funds not to exceed \$700,000 under the NOFA for the following eligible activities:

First-Time Homebuyer Programs including Homebuyer Acquisition and Homebuyer Acquisition with Rehabilitation to be located in the city limits of Bishop.

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

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

If you are unable to attend the public hearing, you may provide comments as follows: in person at Bishop City Hall, 377 West Line Street; over the phone by calling (760) 873-5863; through email at cityclerk@ca-bishop.us; 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 Bishop City Hall, 377 West Line Street, 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: June 13, 2013

HOME INVESTMENT PARTNERSHIPS PROGRAM

2013

Notice of Funding Availability



**State of California
Governor Edmund G. Brown Jr.**

**Randall A. Deems, Acting Director
Department of Housing and Community Development
Division of Financial Assistance
P.O. Box 952054
Sacramento, CA 94252-2054
(916) 322-0356**



DIVISION OF FINANCIAL ASSISTANCE

Laura A. Whittall-Scherfee, Deputy Director
Tom Bettencourt, Chief, HOME and Homeless Branch

HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

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Christina DiFrancesco, Senior Specialist
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Department of Housing and Community Development
P.O. Box 952054, Sacramento, CA 94254-2054
Phone: (916) 322-0356*; Fax (916) 322-2904*
Website: <http://www.hcd.ca.gov/fa/home>
E-mail address: HOME@hcd.ca.gov

***These phone numbers will change in July-August 2013 due to HCD's headquarter's office move.**

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**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
FINANCIAL ASSISTANCE DIVISION**

P.O. Box 952054
Sacramento, CA 94252-2054
(916) 322-1560
FAX (916) 327-6658



May 1, 2013

MEMORANDUM FOR: ALL POTENTIAL APPLICANTS

FROM: Laura A. Whittall-Scherfee, Deputy Director
Division of Financial Assistance

**SUBJECT: NOTICE OF FUNDING AVAILABILITY – \$28 MILLION
HOME INVESTMENT PARTNERSHIPS PROGRAM**

The Department of Housing and Community Development (HCD) is pleased to announce a Notice of Funding Availability (NOFA) for the HOME Investment Partnerships Program (HOME). This NOFA is for rental projects, first-time homebuyer (FTHB) projects, and program activities. A minimum of \$28 million is available for this NOFA. Additional funding may become available from disencumbrances of existing contracts. **The deadline for receipt of complete applications is July 8, 2013.**

If you have any questions, please contact HOME Program staff at (916) 322-0356.

Attachment

**NOTICE OF FUNDING AVAILABILITY (NOFA)
HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM
MAY 1, 2013**

Anticipated Funding Level: A minimum of \$28 million

I. OVERVIEW

A. Changes from the 2012 NOFA

The following changes were made compared to the 2012 NOFA, as follows. Reference is made to – in **bold** type - the location in the NOFA where the new provision is fully described (unless deleted). All regulatory references are to the State HOME Program regulations unless otherwise noted.

Applicants

If an Applicant's form or exhibit is incomplete or incorrect, HCD will consider all information in the application to assign the score (p. 11). Various dates have been updated by one year (throughout the NOFA).

Projects

- The pre-application is no longer requested.
- HCD has clarified when the first monthly project report is due (p. 7).
- Nine percent tax credit projects are no longer eligible.
- Two State Objective rating factors have been eliminated (requesting less than the maximum amount and Capacity Building).
- The State Objective rating factor for Special Needs has been modified. Projects are assigned these points only if the other funding for Special Needs populations, a requirement to obtain these points, is already committed to the project. The CalHFA PRA Demonstration Program has been added as an eligible funding source. USDA has been deleted as a funding source (p. 42).
- For the Catalyst Project factor, bronze projects no longer qualify (p. 42).

Applicants Proposing Homebuyer Activities

- In homebuyer activities, the HOME loan amount may not exceed the amount of the primary mortgage (p. 26).
- Resale controls are not permitted (p. 30).
- Grants provided for homebuyer acquisition/rehabilitation projects may require recapture subject to further consultation with stakeholders (p. 30).

Program Activities

- In Owner Occupied Rehabilitation programs, the homeowner may not be charged for any expenses eligible as Activity Delivery Costs. The 24 percent Activity Delivery Cost allowance must cover all costs (p. 25).

- The Activity Delivery Cost allowance has been increased to 24 percent for rehabilitation in Acquisition/Rehabilitation projects (p. 25)
- Grants provided for Owner Occupied Rehabilitation projects may require recapture subject to further consultation with stakeholders (p. 30).
- A new State Objective rating factor has been awarded to prioritize projects with better expenditure rates than the minimum needed to qualify for threshold eligibility (p. 46).

B. The application is due **July 8, 2013**. The application materials for all activities are available on the State HOME website at www.hcd.ca.gov/fa/home. Please review these documents carefully before submitting an application.

Applicants and other interested parties are encouraged to attend one of the upcoming training workshops scheduled in May (see schedule at the end of this NOFA). These workshops will cover HOME requirements and information needed to submit a successful application.

HOME funds are available to eligible local governments (State Recipients) and nonprofit organizations certified with the Department as Community Housing Development Organizations (CHDOs).

Per Section 8212.1 (a) (of the State HOME Program regulations), funding made available by this NOFA will be allocated into separate allocations as follows:

- 40 percent for program activities;
- 55 percent for rental projects; and
- 5 percent for first-time homebuyer (FTHB) projects.

Per Section 8213 (c), in the event there are insufficient funds to fund an applicant's whole program, the applicant may be offered the amount of funds available, provided it is sufficient to complete a portion of the application which, if evaluated separately, would have been awarded funds. If the amount of funds available is insufficient, the available funds may be allocated to feasible applications in other allocations.

C. Allocation of Funds

In addition to the allocation requirements described in Sections A and B above, the total amount made available under both NOFAs will be allocated pursuant to the State regulations as follows:

- Per Section 92.300(a) (1) of the HOME Final Rule, a minimum of 15 percent will be reserved for Department-certified CHDOs.
- Per Section 92.201(b) (1) of the HOME Final Rule, a minimum of 50 percent) will be reserved for rural areas.

In addition, \$2 million of the funds available for rental new construction projects will be made available to augment the funding amounts for rental new construction projects with Deep Targeting. For more information, see Section X.

D. Eligible Activities

HOME funds may be used for the following activities:

Rental Projects

- New Construction with or without acquisition.
- Rental Rehabilitation with or without acquisition.

First Time Home Buyer (FTHB) Projects

New construction or acquisition/rehabilitation/conversion to develop homes on a specified site or sites to be sold to first-time homebuyers. The entire HOME investment must be converted to mortgage assistance for the first-time homebuyers when the units are sold to eligible homebuyers.

Program Activities

- FTHB – Acquisition only downpayment assistance
- FTHB – Acquisition with Rehabilitation
- FTHB – Infill New Construction. This activity is eligible only if the application clearly documents the availability of grant funds or building sites currently owned by the Applicant or Developer which will be made available at a below market-rate to reduce development costs so that costs do not exceed 100 percent of appraised value. It is critical that the application clearly provides the required documentation. For example, if the source is a development grant, provide a firm letter of commitment from the funding source for this project. HCD will make the determination based solely on the contents of the application; no opportunity will be provided to submit additional information or documentation.
- Owner-Occupied Housing Rehabilitation (OOR) Program
- Tenant-Based Rental Assistance (TBRA) Program

For more information on HOME eligible activities, see Section V.

Note: The combination of federal and State HOME regulations applicable to mobile and manufactured housing is very complex. Applicants considering these activities are encouraged to discuss eligibility with HOME staff prior to submitting an application.

E. Funding Announcements and Standard Agreements

HCD intends to send award letters by December 31, 2013 for all successful applicants. Standard Agreements for Program activity will follow 45-60 days after the award letter date. Standard Agreements for projects will not be sent until April or May because they will not be executed until the next State Fiscal Year (FY) due to the availability of federal funds. Thus, no drawdowns for project contracts will be processed until the Standard Agreements are executed by the State in Summer 2014.

To aid in your planning, updates on planned award and contract status will be provided through the "HCD List" e-mail system. To be added to this list, go to http://www.hcd.ca.gov/fa/DFA_Subscriber.html. Scroll down to the HOME Program and select the email alert lists you wish to receive.

F. Responsibility of applicant, if funded, to disclose all changes to the project.

If awarded funding, the awardee must file regular reports each month (for projects) or each quarter (for all other activities). The awardee is responsible to disclose all changes to the activity from that disclosed in the HOME application. Such changes could include but are not limited to: higher cost, the need for additional funds, the intent to apply for additional funds, cost savings, environmental issues, development team member changes, changes in relationship among members of the development team, utility allowances, and availability of utility rebates. HCD may request documentation of the change as necessary to analyze the significance of the change. Failure to report accurately may result in a loss of points in future HOME funding rounds.

Note: Monthly reports for 2013 project awardees must be filed for the August 2014 report - due September 10, 2014.

II. REGULATORY AUTHORITY

A. HOME Regulations and NOFA Suspension/Amendment: All applications are governed by the State HOME Regulations as amended and federal Final HOME Rule. If the federal or State statutes or regulations governing the program or its funding are modified by Congress, the Department of Housing and Urban Development (HUD), the State Legislature, or HCD prior to completion of work, the changes may become effective immediately and apply to funded activities.

B. Special Congressional Requirements for the HOME Program:

- HCD must conduct an underwriting review, assess developer capacity and fiscal soundness, and examine neighborhood market conditions to ensure adequate need for the project. HCD has historically already reviewed project underwriting and market conditions as part of application review. New information will be requested in the Application forms so HCD can evaluate developer capacity and fiscal soundness.

- HCD must ensure that CHDOs have staff with demonstrated development experience. CHDO applicants will be asked in the Application to provide specifics on staffing.
- Projects funded from this NOFA must be completed and be ready for occupancy within 4 years of the commitment (“set-up”) date. HOME contracts already require completion well within the 4-year period. However, applicants are advised this rule will limit HCD’s flexibility to extend contracts funded by this NOFA and may result in disencumbrance of project funds if all financing cannot be secured in time to complete construction and be ready for occupancy within four years.
- Homeownership units not sold to a homebuyer within 6 months of completion of rehabilitation/construction must be rented as a HOME rental unit. HCD will carefully evaluate the feasibility of proposed homebuyer activities to ensure there is a strong market for homebuyer units, that the project is financially feasible, and that if the homes cannot be sold to eligible borrowers in time, there is a realistic contingency plan to avoid having to rent out the homes. The analysis of financial feasibility includes but is not limited to a determination that there is sufficient value to support all development costs.

The Federal government has published a HOME “Proposed Rule” which would make many changes to the HOME Program. These changes may become final at any time. Depending on the transition rules described in the “Final Rule”, these changes may significantly affect activities funded by this NOFA. Examples of possible effects include but are not limited to disencumbrance of project awards if unsuccessful in the first year in obtaining all permanent financing, amended Standard Agreements, direct regulatory agreements between HCD and developers, etc. For more information on the proposed changes, go to <http://www.hud.gov/offices/cpd/affordablehousing/homeproposedrule/index.cfm>.

- C. HCD reserves the right, at its sole discretion, to suspend or amend the provisions of this NOFA. If such an action occurs, HCD will notify interested parties.
- D. This NOFA does not include the text of all applicable regulations that may be important to particular projects. For proper completion of the application, HCD encourages potential applicants to consult the State and federal HOME Program regulations, and other federal cross-cutting regulations (referred to in Subpart H of the federal HOME regulations). Rental project applicants should also consult the State Uniform Multifamily Regulations (UMRs), which apply to all HOME-funded rental projects.

Several of the terms used in the HOME Program have specific meanings defined by federal and/or State HOME regulations. When reviewing this NOFA and the application forms, carefully review the regulations for definitions and terms. State HOME definitions are found in Section 8201 & 8217 of the State HOME Regulations.

For your convenience, hyperlinks to the HOME Regulations and UMRs are provided below:

State HOME Regulations

[http://www.hcd.ca.gov/fa/home/State HOME Regulations 10-10-12.pdf](http://www.hcd.ca.gov/fa/home/State%20HOME%20Regulations%2010-10-12.pdf)

State Uniform Multifamily Regulations

<http://www.hcd.ca.gov/fa/home/UniformMultifamilyRegsFinal071110.pdf>

Federal HOME Regulations

<http://www.hud.gov/offices/cpd/affordablehousing/lawsandregs/regs/finalrule.pdf>

Proposed Final Rule Amendments

<http://www.hud.gov/offices/cpd/affordablehousing/homeproposedrule/index.cfm>

HOME staff is available to discuss Program requirements and provide individual technical assistance to applicants preparing an application.

III. APPLICATION PROCEDURES, FINAL FILING DEADLINE, AND AWARD ANNOUNCEMENTS

- A. One original application must be received by HCD no later than 5:00 p.m. on July 8, 2013.

Applicants must submit separate application forms in separate binders for each activity (e.g., Project 1, Project 2); however, program activities can be combined together in one binder as noted below. In addition, rental project applicants must submit one copy of their completed Universal Application Form, HOME Supplement, and all Project Development Plan (PDP) attachments on a PC-compatible Compact Disc (CD). Please unprotect electronic worksheets so staff can utilize when preparing Loan Committee project reports. All application attachments and major sections of an application binder with tabbed dividers.

Examples:

1. An applicant wishes to submit one application for a rental project and a FTHB project. The applicant will submit two separate binders and a PC-compatible CD as follows:
 - a) the original Universal Rental Project Application Form, the HOME Supplement, and all attachments for the rental project, (binder 1);
 - b) one copy of the Universal Application Form, the HOME Supplement, and all PDP Attachments on CD and;
 - c) the original FTHB Project Application Part A, Part B, and all attachments for the FTHB project (binder 2).

2. An applicant wishes to submit one application for a rental project and FTHB and TBRA program activity funds. The applicant submits two separate binders and a CD as follows:
 - a) the original Universal Rental Project Application Form, the HOME Supplement, and all attachments for the rental project, (binder 1);
 - b) one copy of the Universal Application Form, the HOME Supplement, and all PDP Attachments on CD; and
 - c) the original of the Program Activities Application Part A, Part B, and all attachments for the FTHB and TBRA activities (binder 2).

Note: Separate and complete Part B Application Forms must be submitted for each program activity you are applying (e.g., FTHB and TBRA).

Rental new construction project applicants requesting HOME funds for “Deep Targeting” are also required to submit a second set of documents pertaining to their project if it were to receive additional funds for Deep Targeting (for more information, see Section X).

Applications sent using private carriers or delivered in person must be received by the HOME Program no later than 5:00 p.m. on **July 8, 2013**. If applications are personally delivered, the receptionist will date stamp and provide a receipt as proof of delivery. The delivery address is:

Department of Housing & Community Development
Division of Financial Assistance
HOME Program
1800 Third Street, Room 390
Sacramento, CA 95811

Applications that do not meet the filing deadline requirements will not be eligible for funding. Applications must be on HCD forms and cannot be altered or modified by the Applicant.

B. CHDO Certification

- Normal CHDO Certification Process: Applicants for CHDO certification (and CHDOs that have a certification that will expire before **July 8, 2013**) must submit certification documents by **May 29, 2013** for new CHDO applications and **June 10, 2013** for CHDO recertifications or expansions of service area. All CHDO applicants must complete the CHDO self-certification contained in the application to certify they have either: 1) submitted their application for certification by the deadline, or 2) are currently certified and in compliance with certification requirements.

- Annual Recertification for Existing CHDOs: HUD requires HCD to conduct a modified re-certification process each time new CHDO set-aside funding is awarded. If you are an existing CHDO last certified prior to January 1, 2013, submit the documents set forth in NOFA Appendix G with your HOME application by the application deadline of **July 8, 2013**. For assistance with the CHDO Certification Process, contact Laura Bateman at (916) 322-7556.

C. Application Form

After the application deadline, HOME staff may contact applicants for assistance in locating specific information in the application. In addition, HCD may, in its sole discretion, request an applicant to supply clarifying information, provided that such information does not affect the competitive rating and ranking of the application. This clarifying information may be used by HCD to make a determination of whether the project is financially feasible pursuant to Section 8212 (a)(6)(a) and complete pursuant to Section 8211 of the State Regulations. No information, whether written or oral, will be accepted if the provision of such information would result in a competitive rating point advantage to the applicant or a competitive rating point disadvantage to other applicants. **In the event an Applicant's completed HOME Application form or exhibit is incomplete or incorrect, HOME will consider all information within the application to determine if there is sufficient information to assign the score.**

D. Rental Project Scoring, Notification, and Appeal Process

Rental Project application scoring is expected to be completed by **August 8, 2013**. E-mails will be sent to the authorized representative and contact person listed in the application describing the scores and specific facts upon which those scores were determined. Applicants will have five working days to submit an appeal to the HCD e-mail address provided. A final determination will be provided within five working days from receipt of the appeal.

E. Program Activity Appeal Process for Missed and Late Reports

Program Activity application scoring for missed and late reports is expected to be completed by August 8, 2013. E-mails will be sent to the authorized representative and contact person listed in the application describing the scores and the specific facts upon which those scores were determined. Applicants have five working days to submit an appeal to the HCD e-mail address provided. A final determination will be provided within five working days from receipt of the appeal.

F. HCD's Local Assistance Loan and Grant Committee

HCD anticipates that HOME rental projects will be reviewed by the Local Assistance Loan and Grant Committee at the November 2013 Loan Committee meeting.

Only those applications with the highest scores, which HCD has determined to be financially feasible, will be presented to the Loan Committee. HCD reserves the right to request information in addition to that contained in the application to determine financial feasibility.

Note: Applicants must notify HCD prior to the Loan Committee meeting of any project changes that occur after the HOME application has been submitted.

Applicants whose applications are recommended for funding will receive a draft HCD project report for their review (sent to the e-mail addresses provided in the application) approximately one to two weeks prior to the Loan Committee meeting.

Representatives of the applicant and developer are encouraged to attend the Loan Committee meeting if their project is recommended for funding. The Loan Committee has tabled projects when the applicant and developer's representatives were not present to answer the Committee members' questions.

The Loan Committee decisions are considered advisory recommendations. The final funding decision will be made by HCD following the Loan Committee meeting, at which time award letters will be prepared. These award letters may specify special conditions to be met prior to issuance of the Standard Agreement. Please ensure all members of the development team and your consultants are aware of these conditions as soon as possible.

IV. ELIGIBLE APPLICANTS

A. Applications will be accepted only from:

- cities and counties that have not been designated as Participating Jurisdictions by HUD;
- cities that are not participants in an urban county agreement with a county that is a HUD Participating Jurisdiction;
- cities and counties that are not participants in a HOME consortium; and
- eligible cities and counties where projects are located in the city's incorporated area or the county's unincorporated area.

B. Eligible Applicants

Eligible jurisdictions for FY 2013 are listed in Appendix A of the NOFA. If the city or county is not listed in Appendix A, but you believe it should be, submit a copy of the consortium or urban county agreement for your county indicating that your city or county is not a participant for FY 2013 consortium or urban county funding by **June 13, 2013**.

Pursuant to State HOME Regulation Section 8217, State Recipients and CHDOs that may be held out from applying in a particular funding round because they have a HOME project that has missed three deadlines, may request that this penalty be waived if it can be demonstrated that one or more missed deadlines were clearly beyond the control of all of the following parties: applicant, developer, owner, and managing general partner. To discuss, contact Ferol Kimble, State Recipient Projects Manager, at (916) 327- 8571 or Laura Bateman, CHDO Manager Laura Bateman, at (916) 322-7556. In order to receive a decision on your waiver request before the HOME application deadline, it is recommended that you submit your written waiver request by **June 27, 2013**.

HOME funds may be used to assist Indian tribes consistent with applicable State and federal requirements. However, pursuant to State HOME Regulation 8204, only cities, counties, and CHDOs may submit a HOME application. Indian tribes are not eligible applicants.

C. Minimum Expenditure Requirement for Program Activities (50 Percent Rule)

Pursuant to State HOME Regulation Section 8204(b), applicants with current HOME Program activity contracts are eligible to apply for HOME Program activity funds only if they have expended, by the application due date of July 8, 2013 at least 50 percent of the total of all program activity funds originally awarded in their current HOME contracts. Potential applicants with no open HOME Program Activity contracts are not affected by this Rule. A current HOME contract is one where the expenditure deadline has not yet occurred by **July 8, 2013** (i.e., generally a contract with numbering starting, "10-HOME", "11-HOME" or "12-HOME" and ending with a unique 4-digit contract number).

Note: If an earlier contract has been extended and has not yet reached its extended expenditure deadline, it will count for this 50 percent Rule.

"Expended" funds are the total of all valid draws received at HCD by the application deadline. Additionally, a valid draw is limited to the amount needed for reimbursement of actual expenses for work that has been completed ("work completed"). The definition of "work completed" varies by activity, as follows:

- FTHB activities: escrow has closed;
- Tenant Based Rental Assistance (TBRA) activities: the amount expended is the rental assistance amount multiplied by the number of months in the individual tenants' TBRA rental assistance agreements;
- Owner Occupied Rehabilitation (OOR) activities: the amount expended is the amount of construction/rehabilitation payments that were made for work completed and inspected.

D. Compliance with OMB A-133 Audit Submission Requirements

To be eligible for funding, the applicant must be in compliance with the submission requirements of the OMB A-133 Audit report. Audit reports must be submitted to the State Controller's Office (SCO) by **July 8, 2013** to meet this requirement. HCD will make the determination on the status of A-133 Audit compliance as of July 8, 2013 by consultation with SCO. Jurisdictions that are exempt from filing an A-133 Audit because the level of federal funds is below the federal threshold may, in addition to notifying SCO, also submit with their HOME application a copy of the letter to SCO notifying their exempt status. For additional information, see Section XXI.

E. Over-the Counter (OTC) Program Funds

Note: The OTC funding availability is possible only if the amount requested by all applicants is far lower than historical levels. HCD will notify all parties through the "HCD List" process if there will be an OTC Program funding opportunity.

V. ELIGIBLE ACTIVITIES

To be eligible for funding, an application must be for one of the following types of projects and/or program activities. Rental and homebuyer projects with multiple sites must have common ownership and financing.

Projects

1. Rental New Construction Project – Funds provided to develop a specific multifamily project on a specific site by a specific developer. Rental New Construction projects may be with or without acquisition.
2. Rental Rehabilitation With or Without Acquisition – Funds must be provided to rehabilitate a specific rental project without a transfer of ownership or to both acquire and rehabilitate a specific rental project.

Per Section 92.205 (a) of the federal HOME regulations “acquisition” is generally thought of as an arms-length transfer of real property between unrelated parties. Therefore, a project is eligible as a “rehabilitation with acquisition project” only if there will be an acquisition of real property, not just a change in partnership interests.

Projects involving only acquisition (where no rehabilitation is being done) are not eligible.

Physical Needs Assessment - Pursuant to 24 CFR 92.251, housing that is constructed or rehabilitated with HOME funds must meet all applicable local codes, and rehabilitation standards at the time of project completion. Projects involving rehabilitation must do sufficient rehabilitation to ensure the long-term viability of these projects. Pursuant to UMR 8309(b)(2), HCD will require rental rehabilitation project applicants to submit a reliable physical needs assessment (PNA) as part of the financial feasibility analysis process conducted before the application goes to the Loan and Grant Committee.

Note: Readiness points are awarded for submitting an acceptable PNA with the application. Failure to include the PNA will likely result in a lower, less competitive score.

Rehabilitation Projects Where HOME is the Only Source of Financing

Inspections - In rehabilitation projects where HOME is the only source of financing (typically rehabilitation projects with no acquisition involved), inspections of progress must be conducted and formally documented prior to draw down of HOME funds. CHDOs must hire a third-party construction inspector for this purpose. State Recipient projects may use the jurisdiction's own staff to perform these inspections.

Capitalized Operating and Replacement Reserves – Pursuant to Section 92.214 of the federal HOME regulations, HOME dollars cannot be used to pay the initial deposits to the operating and replacement reserves required under UMR Sections 8308 and 8309. Therefore in a project where HOME is the only source of financing, or if other lenders/equity partners will not pay for these costs, they must be paid by the developer.

3. Homebuyer Projects - The development of homes to be sold to first-time homebuyers. HOME funds can be used for:
 - a) Construction financing of new construction or acquisition/ rehabilitation/ conversion projects, with 100 percent of the HOME investment rolling over to permanent financing and being used to provide mortgage assistance to first-time homebuyers; or
 - b) Homebuyer mortgage assistance only in a project that is being constructed or acquired and rehabilitated with other funds.

Program Activities

State Recipients may apply for any number of HOME-eligible program activities set forth below. CHDOs are only eligible to apply for FTHB acquisition with rehabilitation and/or infill new construction funds. Applicants must submit program guidelines according to the requirements of the HOME application form and feasibility information for each activity for which they are requesting funds.

Eligible program activities are as follows:

- First Time Homebuyer (FTHB) Program
 - a. Funds provided to a HOME-eligible city or county to provide loans to homebuyers for acquisition only and/or acquisition with rehabilitation of a dwelling that the homebuyer selects from the open market, and/or;
 - b. Funds provided to a HOME-eligible CHDO to perform acquisition with rehabilitation activities. To be considered a CHDO-eligible activity the CHDO must assume the role of developer and own the property, completing the rehabilitation of the unit prior to selling the home to an eligible homebuyer, and/or;
 - c. Funds provided to a city, county or CHDO to provide assistance for the new construction of dwellings on scattered sites in an existing built-out neighborhood, with no more than four dwellings on each vacant site. Pursuant to National Environmental Policy Act (NEPA) requirements, an Environmental Assessment (EA) will be required if more than four units, regardless of funding source, are developed within 2,000 feet of one another. To be considered a CHDO-eligible activity the CHDO must assume the role of developer and own the property during construction, selling the home to an eligible homebuyer.

Pursuant to State Regulation Section 8207, the FTHB primary mortgage loan must be fully amortizing and have a fixed interest rate that does not exceed the current market-rate, as established by the 90-day "posted yield" for thirty-year fixed rate loans, as established by Fannie Mae at <https://www.efanniemae.com/sf/refmaterials/hrny/index.jsp>; plus 100 basis points. For more information regarding primary loan terms, see Section XIII.

- Owner Occupied Rehabilitation (OOR) Program

Funds provided to a HOME-eligible city or county to assist owners whose primary residence is in need of repairs, improvements or reconstruction necessary to meet federal, state, or local building codes and correct all health and safety deficiencies

- Tenant-Based Rental Assistance (TBRA) Program

Funds provided to a HOME-eligible city or county to administer a program to provide rent subsidies and/or security deposits to eligible households. The minimum term of rental assistance to an eligible household is six months; however, the tenant must be initially offered a one year lease. The assisted tenant may accept a term of less than one year (minimum six months) after being offered a one year lease. TBRA funds may be used to assist tenants to reside in any HOME-eligible jurisdiction within the county where the TBRA funds were awarded. For example, TBRA funds awarded to the City of Winters can also be used for units located in Woodland, West Sacramento, or the unincorporated areas of Yolo County since all of these jurisdictions are State HOME-eligible within Yolo County, but may not be used in Davis, which is not State HOME-eligible.

VI. INELIGIBLE USES OF FUNDS

- Per the discretion provided by HUD under Section 92.206 (b) of the HOME Final Rule, HCD does not permit the use of HOME funds for refinancing. However, repayment of bridge loans, under certain circumstances, may be eligible. To discuss your situation, contact HCD.
- As a general rule, with the exception of NEPA environmental review expenses, HOME funds cannot be used for expenses incurred prior to the execution of the State Standard Agreement. However, on a case-by-case basis, HOME Management may permit reimbursement for other expenses incurred after the date of the award letter and prior to the effective date of the Standard Agreement.
- Rental Rehabilitation and/or Acquisition programs are ineligible.
- Projects involving only acquisition are ineligible.
- Pursuant to HOME federal Regulation 92.206 (a) (4), for rental projects, costs associated with the construction or rehabilitation of laundry facilities and other community facilities which are located in separate buildings containing no residential units are ineligible HOME costs, and cannot be paid for with HOME funds.

Note: In order for space within residential buildings, such as laundry facilities or a community room, to be paid for with HOME funds that space has to be for the exclusive use of project residents and their guests. It cannot be space available for use by the general public.

- For further ineligible uses of HOME Funds, refer to 24 C.F.R. 92.214 of the federal regulations.

If an application is submitted proposing an ineligible use, only that portion of the application proposing eligible uses will be rated and eligible for funds.

VII. FORMS OF HOME ASSISTANCE

- A. HOME Loans: HOME assistance shall be in the form of loans to be repaid to local HOME accounts controlled by State Recipients, qualified CHDOs, or the State's HOME account, except for the uses of funds specifically defined under HOME Grants. Loans provided to homebuyers must meet the requirements set forth in Section XIII.
- B. HOME Grants: HOME assistance must be provided in the form of a grant for relocation payments, lead-based paint hazard evaluation and reduction activities, and tenant-based rental assistance.

HOME assistance may be provided in the form of a grant for rehabilitation activities performed under a first-time homebuyer or owner-occupied rehabilitation program if necessary to complete the project when the total of all project indebtedness equals or exceeds the projected after-rehabilitation appraised value.

The grant amount for rehabilitation activities is limited to up to 25 percent of the applicable HUD 221(d)(3) per unit subsidy limit for the project. This amount is in addition to any grant funds currently permitted for relocation, lead-based paint remediation, and activity delivery costs for the project.

HOME assistance may also be used for Activity Delivery Cost grants. Activity Delivery Costs are further defined by the term "related soft costs" in the HOME Final Rule at 92.206(d) except that customary closing costs for home acquisition activities may be charged either as a loan or part of the 6.5 percent funding for Activity Delivery Costs.

HOME funds for Activity Delivery Costs must be drawn down at the same time HOME funds for Activity Costs are drawn down. If the activity is not completed and a Project Completion Report for the full amount drawn down is not filed, all HOME funds for that project, including Activity Delivery Costs, must be repaid to HCD. For FTHB projects, special care should be taken in requesting Activity Delivery funds during the construction phase. If the entire amount of the construction loan should inadvertently not roll over into permanent loans, the proportional amount of Activity Delivery Costs must be repaid to HCD. For more information on Activity Delivery Costs, see Section XII.

- C. NEPA Expenses: To encourage early NEPA environmental compliance, HOME funds may be used to reimburse NEPA expenses incurred by a successful applicant prior to the effective date of the Standard Agreement. These expenses must be reasonably necessary for the proposed project and will only be paid when the Standard Agreement is fully executed. NEPA consultants may be chosen using the "small purchase" procurement method (i.e., by use of informal price quotations).

VIII. MINIMUM AND MAXIMUM AMOUNTS OF HOME FUNDS PER PROJECT

The minimum amount of HOME funds that must be invested in a project involving rental or homeownership housing is \$1,000 times the number of HOME-assisted units in the project (# of units x \$1,000 = minimum amount of HOME funds). The \$1,000 minimum per unit requirement does not apply to TBRA funds.

The maximum amount of HOME funds invested in a project shall not exceed the lower of: (1) the per-unit dollar limits (221(d) (3) limits), established by HUD under 24 C.F.R. 92.250; (2) pursuant to 92.205(d), the proportion of HOME-assisted units compared to all units in the project, and the square footage of HOME units compared to all other units in the project; and (3) the total amount of eligible costs necessary (when combined with other financing and assistance), to accomplish the following:

- A. Enable the project as proposed to be developed and to operate in compliance with all HOME requirements, including the subsidy-layering requirement at 92.250. For more information, see HUD's CPD Notice 98-1.
- B. For rental activities of five or more units, achieve a debt-service coverage ratio in accordance with UMR Section 8310, and adequate cash flow to ensure long-term financial feasibility.
- C. FTHB and OOR activities are subject to the Maximum Purchase Price/After Rehabilitation Value Limits under Section 203(b) (203(b)) of the National Housing Act. The current 203(b) limits can be found at <http://www.hcd.ca.gov/fa/home/homelimits.html>. Please note that HUD's proposed regulations would greatly reduce these limits.

Note: Section 92.254(a)(2)(iii) of the HOME Final Rule also allows a request for a higher limit, based on a local market analysis, to be submitted through HCD to HUD, for review. All pre-existing approvals have expired and no new requests have been received. Therefore, everyone must use the published limits only.

The total amount of HOME Funds, including Activity Delivery Costs, per project cannot exceed the amount listed in the HUD 221(d)(3) subsidy limits and the amount necessary as determined by a subsidy layering review specified in 24 C.F.R. 92.250 of the federal regulations. For the current 221(d)(3) limits, see <http://www.hcd.ca.gov/fa/home/homelimits.html>.

Pursuant to federal regulations, any one project may receive HOME funds from only one HOME award. This prohibits the combination of awards from a State Recipient and a CHDO on the same project and prevents the combination of awards from more than one HOME NOFA on the same project.

IX. MAXIMUM APPLICATION AMOUNT/COMBINATIONS OF ACTIVITIES

Applicants may submit only one HOME application pursuant to this NOFA. An application may consist of no more than two activities as follows:

- One rental project and one FTHB project; or
- One rental project, and any combination of eligible program activities; or
- One FTHB project and any combination of eligible program activities except for a FTHB program; or

Separate application forms must be submitted for each project. Each project will be rated and ranked separately.

Applicants requesting project funding for a rental project consisting of two sites (the maximum pursuant to this NOFA) must be in conformance with UMR Section 8301(o); specifically, both sites must have common ownership, financing, and management. Where a rental project is located on non-contiguous parcels, all of the parcels shall be governed by similar tenant selection criteria, serve similar tenant populations and have similar rent and income restrictions. Program activities are not site-specific; therefore, these limitations do not apply to them. The amount of rental project funds, not including Administration or Activity Delivery funds, received by any individuals, entities, affiliates, and related entities is limited to no more than \$5 million. This limitation is applicable to a project applicant, developer, sponsor, owner, general partner, development team members and to parent companies, principals of entities, and family members. For the purposes of this section, related or non-arm's length relationships are further defined as those having control or joint-control over an entity, having significant influence over an entity, or participating as key management of an entity. Related entity disclosure is required at the time of application. Pursuant to State HOME Regulation 8213, rental projects will be funded in rank order regardless of any request by the applicant or a development team member to allocate the maximum \$5 million differently.

Note also that pursuant to 24 CFR 92.250, before committing funds to a project, HCD must evaluate the project in accordance with UMR and will not invest any more HOME funds, in combination with other governmental assistance, than is necessary to provide affordable housing. All loan amounts will be verified by a subsidy layering analysis, and loan amounts will be reduced if the amount requested exceeds what is needed. Loans are also subject to the federal 221(d) (3) limits, see <http://www.hcd.ca.gov/fa/home/homelimits.html>.

Note: Regarding maximum HOME loan amounts and available funds for Administration, CHDO Operations and Activity Delivery Costs, applicable to Rental New Construction, Rental Rehabilitation with or without Acquisition, and Homebuyer projects, the loan limits stated below do not include funds for Administration, CHDO Operations, or Activity Delivery. For example, an applicant may request \$4.6 million for a 4 percent tax credit project (i.e., a \$4.5 million loan, and \$50,000 for Administration and \$50,000 for Activity Delivery [for a State Recipient project applicant]). For Administration/CHDO Operations and Activity Delivery amounts, see Sections XI and XII.

Individual activity limits are as follows:

Rental New Construction Project Loan Limits: \$4,500,000

Prior to the issuance of the award letter, HCD will evaluate the financial feasibility of each project and may, as necessary for project feasibility or to prevent oversubsidizing a project per the UMRs, increase or decrease the HOME loan amount without regard to the limits specified in this section. This also applies to Rental Rehabilitation with or without Acquisition projects. Awards made pursuant to this NOFA are subject to HCD's review and approval of all "sandwich loan" proposals. A "sandwich loan" is where HCD's loan is sandwiched between the interests of affiliated entities.

Deep Targeting: Rental new construction projects requesting funds for Deep Targeting can request up to an additional \$1,000,000 in addition to the maximum application amount for their activity shown above.

Rental Rehabilitation with or without Acquisition Loan Limits

- \$2,000,000: Projects that do not meet the requirements as outlined.
- \$4,500,000: Projects which meet either of these requirements:
 - a) 80 percent of all units in the project will be restricted to tenants with household incomes of less than 50 percent of Area Median Income (AMI) at initial occupancy with rents restricted at no more than the low HOME rent level; or
 - b) 80 percent of all units in the project will have project-based rental assistance. Tenant-paid rents for these units will be restricted to no more than the Low HOME rent level. If the tenant-paid rents meet this Low HOME rent level due to rental assistance payments, the rental assistance must be renewable. Tenant incomes at initial occupancy, must also be at or below the 50 percent AMI level.

Homebuyer Project Loan Limits

- Up to \$80,000 per unit for up to a maximum of the lower of \$2,000,000 or 5 percent of the total amount awarded pursuant to this NOFA. If the total amount awarded is \$30 million, the limit would be \$1.5 million. However it is possible the total awarded may exceed \$30 million if disencumbered funds become available. Applicants for this activity may request in excess of \$1.5 million up to the stated limit. If necessary, HCD will reduce the award amount accordingly.
- This per-unit amount is only for the purpose of calculating the maximum amount to be requested. The federal 221(d)(3) and 203(b) limits still apply. All loan amounts will be verified by a subsidy layering analysis, and loan amounts will be reduced if the amount requested exceeds what is needed.

Combining FTHB Program and Project Funds in a Project: Using HOME homebuyer project funds, HOME homebuyer program funds and/or any HOME program income in the same homebuyer project (e.g., subdivision) is not permitted without prior written HOME Management authorization.

For information on federal prevailing wage requirements as they pertain to homebuyer projects, see Section XIX.

Program Activities Funding Limits

Minimum \$500,000 / Maximum: \$700,000: Applies to HOME-eligible applicants for all program activities (including Administration and Activity Delivery Costs).

Program Income (PI): Federal HOME regulations require that all PI be expended prior to drawing down HOME Funds. PI may not be "banked" or set-aside in re-use accounts. This rule applies to all State Recipient HOME applications. Successful applicants may not draw down new HOME funds for project draws if they have PI on hand. State Recipients with PI must consider this when deciding how much to request in this funding round. If a project applicant historically receives a substantial amount of PI, the applicant should contact its HOME Representative to discuss alternative uses of this PI that does not impede the ability to draw down funds awarded pursuant to this NOFA.

X. DEEP TARGETING

A total of \$2 million is available as part of the rental project allocation to assist rental new construction projects to reduce or eliminate permanent private debt requiring mandatory debt service for the purpose of lowering rents on some or all of the project's units. Eligible applicants may apply for up to an additional \$1,000,000 in HOME funds. Eligible projects are rental new construction projects without 9 percent Tax Credits, that set a portion of their units rents at 40 percent of AMI or below for 55 years.

Applicants for Deep Targeting funds must submit two sets of Application documents as set forth in the Deep Targeting Documentation Checklist of the HOME Supplement to the Universal Rental Application. This additional documentation must illustrate any differences in proposed project rent levels, financing commitments, and other financials when funded at the Deep Targeting funding level versus the regular maximum HOME funding level. The additional documentation must also include another "Financial Feasibility Self Evaluation" form.

HCD expects to see a reduction in rents, debt service, operating reserve, and private financing commitments as a result of reduced private debt. Except for differences attributable to reduced private debt, there must be no difference in Total Development Cost, or total operating expenses and required reserve

deposits under the regular HOME funding scenario versus the Deep Targeting funding scenario. Any differences in Total Development Cost or total operating expenses and required reserve deposits between the two scenarios should be explained in the application.

Although the project unit mix may change with Deep Targeting funds, the total number of units in the project may not change. In putting together the unit mix under both scenarios, among the HOME-assisted units, no more than four different rent AMI levels shall be used for each bedroom size.

Deep Targeting Rating Factors

If there are more requests for Deep Targeting funds than available, the available funds will be allocated to projects that rank high enough to be funded through the normal rating and ranking process (described in Section XXII) and the Deep Targeting rating factors below:

- i. the higher the percentage of HOME units restricted at or below 40 percent AMI, the more Deep Targeting points that will be awarded; and
- ii. the lower the average rent expressed as a percentage of AMI, the more Deep Targeting points that will be awarded.

In evaluating the level of Deep Targeting for the award of points, projects will only be compared with other projects in counties with similar HOME income limits. Fifty percent of funds will be made available to projects in counties in which the HOME fifty percent AMI limit for a household of four is below \$32,900, and fifty percent of the funds will be made available to projects in counties whose HOME fifty percent AMI limit for a household of four is \$32,900 or more. Unused funds in one group will be made available for the other group.

All Deep Targeting units must remain deeply targeted for a full 55-year affordability period, pursuant to a HOME regulatory agreement or a regulatory agreement held by another government financing agency.

If a project does not score high enough on the Deep Targeting factors to receive Deep Targeting funds, it will be evaluated for overall HOME rating purposes using the rents that are proposed at the regular maximum HOME funding level.

For assistance on Deep Targeting applications, contact Christina DiFrancesco at (916) 322-0918.

XI. ADMINISTRATIVE AND CHDO OPERATIONS FUNDS

The following limits apply to the amount of State Recipient administrative and CHDO Operations funds applicants may receive:

Projects:

- A. State Recipient applicants receiving up to \$1,000,000: up to \$25,000 of administrative funds.

CHDO applicants receiving up to \$1,000,000: up to \$75,000 of CHDO Operations funds.

B. State Recipient applicants receiving \$1,000,000 or more: up to \$50,000 of administrative funds.

C. CHDO applicants receiving \$1,000,000 or more: up to \$100,000 of CHDO Operations funds.

Program Activities:

All program activities applicants may request up to 2.5 percent of the total application amount for Administrative funds (for State Recipient applicants) or CHDO Operations (for CHDO applicants).

Actual eligible expenses must be incurred to draw down these funds.

XII. ACTIVITY DELIVERY FUNDS

Projects

Rental and homebuyer projects may receive up to \$50,000 of the contract amount (loan and grant funds) for Activity Delivery costs (Activity Delivery Funds). Activity Delivery Funds are grants and not part of the project loan amount. Activity Delivery Funds may be used at the State Recipient's discretion to fund the Activity, Activity Delivery costs, or any combination of the two. For a description of the types of expenses which may be charged to Activity Delivery, see 24 C.F.R. 92.206(d)(6) and 92.206(f)(2). Activity Delivery, Administration, and CHDO Operations funds should not be included in the Development Budget since the development budget must reflect HOME loan amounts only, not HOME grant funds.

Programs

Except for TBRA activities, State Standard Agreements (contracts) will automatically allow the use of up to the maximum amount of Activity Delivery Funds for each specific activity. At the time of set-up (i.e., when the HOME Recipient is ready to begin drawing activity funds) an Activity Delivery Fund request may be made for actual expenses:

- Up to 24 percent of the HOME loan/grant amount for Owner-Occupied Rehabilitation **and for the rehabilitation component of Acquisition with Rehabilitation. This must cover all costs eligible as Activity Delivery Costs. No costs may be charged to the homeowner.**
- Up to 6.5 percent of the total acquisition cost for FTHB activities involving acquisition with rehabilitation.
- Up to 6.5 percent of the HOME amount for all other activities.

The HOME Final Rule does not allow the use of HOME Activity Delivery Funds for TBRA activities. As a result, TBRA programs receive only the standard

2.5 percent Administration allowance. No supplemental administration funds will be provided for TBRA.

XIII. FIRST TIME HOMEBUYER (FTHB) LOAN TERMS

Primary Loan Term Requirements Applicable to State Recipient and CHDO FTHB Loans:

Pursuant to the State HOME Regulations, FTHBs shall be required to obtain financing from primary lenders in addition to HOME financing. The amount of the HOME loan is limited to the minimum amount necessary as determined by a subsidy layering analysis and underwriting of the project. Loans from primary lenders shall comply with the following requirements:

- a) The loan must have a minimum loan term of 30 years.
- b) No temporary interest rate buy-downs are permitted.
- c) The loan must be fully amortizing and have a fixed interest rate that does not exceed the current market-rate, established by the 90-day "posted yield" for 30-year fixed rate loans, as established by Fannie Mae at <https://www.efanniemae.com/sf/refmaterials/hrny/index.jsp>, plus 100 basis points. This means that loans that have an "interest-only" period are not eligible, even if they convert to a fully-amortized loan at some point in the loan term.

To maximize limited HOME resources, the amount of the HOME loan may not exceed the amount of the primary mortgage.

Additional State Recipient HOME Loan Terms:

Pursuant to State HOME Regulation 8205(b), loans made by State Recipients assisting FTHBs and homeowners whose homes are being rehabilitated shall bear simple interest rates ranging from 0 to 3 percent per annum. Interest and payments shall be deferred for the term of the loan. The State Recipient may forgive some or all of the accrued interest; however, principal cannot be forgiven.

Additional CHDO HOME Loan Terms:

Except as otherwise provided by the State HOME Regulation Section 8206.1(c), (regarding CHDO qualification to retain loan repayments), HCD shall be the beneficiary on all HOME promissory notes and deeds of trust or HOME deed restriction documents.

Pursuant to State HOME Regulation 8205(b), loans to FTHBs financed from the CHDO set-aside shall bear a simple interest rate of 3 percent per annum for the first 10 years, computed from the date the Deed of Trust is recorded on the property. Interest and payments shall be deferred for the term of the loan.

Commencing on the 11th anniversary of the recordation date, an amount equal to 10 percent of the accrued interest shall be forgiven each year, so that on the 20th anniversary of the recordation date, all interest will have been forgiven if the borrower is in compliance with the requirements stated in HCD's loan documents.

XIV. ARTICLE XXXIV (rental projects only)

Article XXXIV of the California Constitution requires public entities to obtain voter approval before they "develop, construct or acquire a low-rent housing project." However, there are some exemptions to Article XXXIV. Health and Safety Code Section 37001 lists a number of project types that are not considered "low rent housing projects." The most typical exemption is subdivision (a)(1), which exempts projects that receive no property tax exemption, other than the welfare exemption, and in which no more than 49 percent of the units will be occupied by persons of low-income.

Applicants must submit a legal opinion letter that analyzes the project's compliance with or exemption from Article XXXIV. The Article XXXIV opinion letter must demonstrate that the applicant has considered both the legal requirements of Article XXXIV and relevant facts of the project (e.g., the public body lenders, the number of low-income restricted units, and the general content of any regulatory restrictions). Any conclusion that a project is exempt from Article XXXIV must be supported by specific facts and a specific legal theory for exemption that itself is supported by the Constitution, statute, and/or case law.

If a project is subject to Article XXXIV, the letter must demonstrate that there is Article XXXIV authority for the project. This may be done by providing information from an appropriate local government official either that a referendum for the specific project has been passed by the voters, or that a blanket referendum has been passed and the locality has allocated sufficient Article XXXIV authority to the project. Applicants asserting that their proposed project complies with Article XXXIV because of the passage of a voter-approved referendum must provide a copy of the referendum and a certified vote tally along with their Article XXXIV letter. In this instance, the Article XXXIV letter must also provide information from the appropriate local government official regarding how many low-rent units are authorized under the referendum, and how many have been developed, constructed, or acquired to-date pursuant to that referendum so that HCD can determine if sufficient Article XXXIV authority exists for the proposed units.

For State Recipients, the Article XXXIV legal opinion letter must be from your local counsel. Since HCD is not the lender for State Recipient projects, it will generally defer to the local counsel's Article XXXIV determination as long as the Article XXXIV letter is a well-reasoned, thorough legal analysis of the facts and law.

For CHDOs, the Article XXXIV legal opinion letter must be from the local government counsel where the project is located or from your own attorney, and must state the reasons why your project is exempt from or complies with Article XXXIV. Since HCD is the lender in CHDO projects, it must agree with the legal opinions and conclusions in these letters in order for them to be acceptable. Because of the detailed nature of HCD's regulatory agreements for HOME, the Joe Serna, Jr. Farmworker Housing Grant Program (Serna), and the Multifamily Housing Program (MHP), it is HCD's opinion that CHDO projects assisted by these programs are "developed" by HCD within the meaning of Article XXXIV. For more information regarding Article XXXIV, see NOFA Appendix B.

XV. MATCH REQUIREMENTS

All match requirements are waived for applications pursuant to this NOFA. However, all eligible HOME match that applicants will obtain due to their activity's need for other funding, shall continue to be reported in the project Set-up and Completion Reports so that HCD can bank any additional match and continue to waive match. Such match sources include match derived from below-market rate loans (even if these loans are not repaid to the HOME Local Account) State Low Income Housing Tax Credits, property tax waivers, bond financing, fee waivers, grants, and other sources. HCD will review all project Set-up and Completion Report forms to make sure that all reportable match has been included. For a HOME match calculation tool (located under "Additional Resources"), see <http://www.hcd.ca.gov/fa/home/>. The HOME Contract Management Manual also contains additional information and resources on Match, see <http://www.hcd.ca.gov/fa/home/manual/14/>.

XVI. TIME FRAMES FOR USE OF HOME FUNDS

Recipients of HOME funds are subject to progress deadlines and expenditure deadlines that are defined in the state and federal regulations and specified in the Standard Agreement.

Projects

If a project fails to meet one or more of the deadlines outlined in State HOME Regulation Section 8217, the HOME applicant (City, County, or CHDO), as well as the project's developer, owner, and managing general partner may receive a performance penalty on the next project application in which they are involved. If a project fails to meet three or more deadlines, the HOME applicant shall be held out of future project funding rounds until that project is completed, occupancy is obtained, all expenditures are made, and all necessary HOME funds are drawn. The HOME applicant and the project's developer, owner, and managing general partner may also receive a performance penalty on the next project application in which they are involved.

State Recipients and CHDOs may also request that these holdout and point deduction penalties be waived when it is determined that the violation was clearly outside of the control of all of the following parties: the applicant, developer,

owner and managing general partner. If a waiver of point penalties or holdout penalty for missed project deadlines is needed, contact Ferol Kimble, State Recipient Projects Manager, at (916) 327- 8571, or Laura Bateman, CHDO Projects Manager, at (916) 322-7556. In order to receive a decision on your waiver request before the HOME application deadline, you must submit your request, in writing, by June 3, 2013.

Note: No performance penalties will be assessed by HCD for failure to meet HOME deadlines as a result of heightened competition for tax credits in 2010. No waiver requested is needed if this is the only reason why HOME deadlines were missed. Waiver requests are still necessary for all other causes of delay, including inability to receive a tax credit/exchange allocation in 2009.

Program Activities

All program activity funds must be expended by the end of the thirty-sixth month following the award date. If awards are made in **December 2013**, the expenditure deadline will be **December 31, 2016**. HCD expects grantees to cease accepting new applications and processing existing applications in order to meet this deadline. No extensions will be allowed except as noted below. Grantees must cease processing of applications well in advance of the expenditure deadline to ensure that all work is completed prior to the expenditure deadline. Exceptions will be considered only if the State Recipient shows there was clear and indisputable evidence there were delays which were beyond the control of the borrower and/or the State Recipient or that HCD was responsible for the delay.

XVII. AFFORDABILITY REQUIREMENTS

Rent levels shall be restricted for the periods of affordability set forth at the lesser of the rent levels permitted pursuant to the federal HOME regulations, or other rent levels approved by HCD. (Generally speaking, the other rent levels approved by HCD would be the lower rents that the applicant commits to in its HOME application.)

Exceptions to this requirement may be granted for units receiving HUD Section 8 or other similar rental assistance, or where the project's continued fiscal integrity is in jeopardy due to factors that could not be reasonably foreseen.

At initial occupancy by each household, household income levels must be restricted at the same AMI level as the proposed rent level for each unit. In projects with renewable project-based rental assistance, rents will be determined based on the amount of the tenant-paid portion of rent, and the rental subsidy program regulations must require that tenant AMI income levels at initial occupancy be consistent with the designated AMI rent level for that unit as set forth in the HOME application. State Objective rent levels will be restricted for the entire HOME affordability period. The manager's unit may be excluded from this calculation.

Applicants proposing the use of Low Income Housing Tax Credits must apply to the Tax Credit Advisory Committee for the exact rent structure identified in the HOME project report.

A. Rental New Construction Activities

- All rental new construction housing projects shall have affordability periods of 55 years.

B. Rental Rehabilitation Activities

- All rental rehabilitation housing projects with acquisition shall have affordability periods of 55 years.
- Rehabilitation without Acquisition:

Amount of HOME Assistance Per Unit	Minimum Period of Affordability
More than \$40,000	20 years
\$15,000 to \$40,000	15 years
Less than 15,000	10 years

C. Homebuyer Activities

Homebuyer activities shall have minimum affordability periods of:

Amount of HOME Assistance Per Unit	Minimum Period of Affordability
More than \$40,000	15 years
\$15,000 to \$40,000	10 years
Less than 15,000	5 years

Homebuyer Recapture Requirements Applicable to State Recipients and CHDOs

Pursuant to federal HOME Regulation 92.254 and State HOME Regulation 8206.1(b)(3), if the home is sold prior to the end of the affordability period, the HOME funds are subject to recapture (i.e., the HOME loan must be paid off when the home is sold). **Resale controls are not permitted, whether in the form of local resale controls or HOME resale controls. HCD may impose limited recapture requirements on HOME grant funds used for rehabilitation activities done as part of a homebuyer program.**

The entire amount of the HOME loan may be recaptured by the local jurisdiction or by HCD in the case of CHDO loans. The amount of accrued interest recaptured may be reduced as permitted under the State HOME Regulations. However, pursuant to 24 CFR 92.254, when the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, and there are no net proceeds or the net proceeds are insufficient to repay the HOME investment due, only the net proceeds can be recaptured, if any. The net proceeds are the sales price minus superior loan repayments (other than HOME funds) and any closing costs. HOME loans made under the recapture option may also be assumed by subsequent HOME-eligible purchasers.

D. Owner-Occupied Rehabilitation Activities

Owner-Occupied Rehabilitation activities have no affordability period. However, HOME funds must be provided as loans (except for relocation, lead paint remediation, administration, activity delivery costs and the amount allowed as grants as necessary and not to exceed 25 percent of the applicable 221d3 limits). Therefore, the loan must be repaid if the home is no longer occupied by the owner. **HCD may impose limited recapture requirements on HOME grant funds used for rehabilitation.**

XVIII. INCOME ELIGIBILITY

The State HOME Program uses the Part 5 (formerly known as Section 8) definition of low-income (24 C.F.R. Part 813), and uses the Part 5 methodology in calculating the income of beneficiaries. Please study the **Income Calculation and Determination Guide for Federal Programs**.

XIX. COMPLIANCE WITH OTHER FEDERAL REQUIREMENTS

All activities funded with HOME funds or HOME PI are required to comply with HOME's federal "overlay" requirements found in Section 92.350 and following of the HOME Final Rule, including, but not limited to, compliance with requirements concerning the NEPA, federal and State prevailing wage, relocation, Equal Opportunity and Fair Housing, Section 504 and the Americans with Disabilities Act, Section 3 (employment of low income persons), OMB Circular A-133 audit,

and debarred, suspended or ineligible contractors. Failure to comply with federal overlays could result in significant cost increases to your project, rejection of your HOME application, or loss of points in current or future HOME funding rounds. Below is a brief discussion of overlay issues relevant to the application.

National Environmental Policy Act (NEPA)

Once you submit your HOME Application until issuance of the NEPA Authority to Use Grant Funds (AUGF), the applicant and any participant in the development process must not take any "choice limiting actions".

As a general rule, any action on the site or on behalf of the project by anyone is a choice limiting action if it occurs once you submit the HOME application, and before the Authority to Use Grant funds is issued. "Choice limiting actions" include the execution of any agreements (such as loan documents) for ANY funds (not just HOME funds), the purchase of the site, any construction loan closing (not just the HOME loan), any payment of local fees, or any site work (other than annual weed control) done by anyone.

Note: Pursuant to NEPA regulations, certain activities are not considered choice limiting actions regardless of when they are carried out. These activities include, but are not limited to, such things as: environmental and other studies; resource identification and development of plans and strategies; submitting funding applications, inspections and testing for hazards or defects; purchase of insurance; payment of principal and interest on loans made or obligations guaranteed by HUD; and assistance for improvements that do not alter environmental conditions and are necessary only to control the effects from disasters or imminent threats to public safety. For more information on activities not considered choice limiting actions, see 24 CFR 58.34.

There are four acceptable forms of site control that avoid "choice-limiting" NEPA problems:

1. You may purchase the site or enter into a long-term lease consistent with the UMR requirements, prior to submitting the HOME application.
2. You may obtain an Option to Purchase conditioned on the Responsible Entity's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review, and the receipt of an "Authority to Use Grant Funds" from HCD for State Recipient projects and from HUD for CHDO projects. The cost to secure the site control document must also be a nominal portion of the purchase price. For more details on required and prohibited provisions of agreements consistent with NEPA, see CPD Notice 01-11 and Assistant Secretary Mercedes Marquez' August 26, 2011 memo for more information at http://www.hcd.ca.gov/fa/home/manual/05/Aug_26_2011-guidanceonoptionsandconditionalcontracts.pdf.
3. You may obtain a Purchase Agreement, Disposition and Development Agreement (DDA), Option to Lease, or Exclusive Right to Negotiate but this agreement must not be conditional on NEPA clearance or any other federal

requirement. The general HUD rule is that purchase agreements are acceptable if federal funds have not been contemplated. You are also cautioned to make sure that the Purchase Agreement or DDA is open-ended or is of sufficient duration that it does not need to be extended after the HOME application is submitted. HUD has ruled that if a Purchase Agreement/DDA expires after the HOME application is submitted, and before the Authority to Use Grant Funds is executed, the execution of an extension would be a choice-limiting action (renewal prior to expiration is okay). Also ensure the Purchase Agreement/DDA has other contingencies such as a permanent financing contingency so that the seller cannot legally compel you to purchase the site prior to receiving the AUGF.

4. A conditional purchase contract may also be used for an existing single-family home (1 to 4 units) or an existing multifamily residential projects in some limited circumstances even when federal funds have already been contemplated. For more information, see the August 26, 2011 memo at http://www.hcd.ca.gov/fa/home/manual/05/Aug_26_2011-guidanceonoptionsandconditionalcontracts.pdf.

For any application proposing a site with current tenants, including both new construction and rental rehabilitation projects, the third option (Purchase Agreements and the other forms listed under this option) may not be used because the General Information (GIN) Notice required by the Uniform Relocation Act makes it clear that the use of federal funds is contemplated.

For all new construction projects and some rehabilitation projects, compliance with NEPA is evidenced by an executed Authority to Use Grant Funds. The AUGF is issued by HUD for CHDO projects, and by HCD for State Recipient projects. For the few rehabilitation projects not requiring an AUGF, State approval of the environmental documentation is still required prior to taking any choice limiting actions. For a thorough explanation of the NETPA process, see Chapter V of the HOME Contract Management Manual.

HCD encourages starting the preparation of the NEPA Environmental Assessment (EA) as soon as possible, but no later than receipt of an award letter.

For rental projects, make sure that the person preparing the Environmental Assessment has a copy of the HOME Project Report, as the report will frequently have conditions requiring additional analysis of environmental impacts.

If there are any questions regarding choice limiting actions, or the level of environmental clearance required of your program or project, contact your HOME Representative prior to taking any action concerning your proposed HOME program or project.

The application must disclose all environmental hazards, and if awarded funding, you must keep HCD fully informed regarding all environmental issues that arise. Failure to do so will be considered a material misrepresentation and result in a performance point penalty for all members of the development team.

Federal Prevailing Wage Requirements (Davis-Bacon Wage Requirements)

Federal prevailing wages must be paid on projects involving site development, construction, and rehabilitation where there are 12 or more HOME-assisted units. Some projects, regardless of the number of units, are also subject to State prevailing wages.

The HOME applicant and the construction contractor must ensure that the Davis-Bacon Wage Requirements as well as State prevailing wage laws are followed. The Sources and Uses submitted with the HOME application will be examined to ensure that prevailing wage costs have been considered (federal and State, if applicable). CHDOs are required to hire an outside consultant to act as a Labor Standards Coordinator. If the State Recipient does not have the existing staff to enforce federal labor standards, then it is HIGHLY recommended that an outside labor consultant be hired.

In homebuyer self-help projects with 12 or more HOME-assisted units, Davis-Bacon wages may not be triggered if either of the following applies:

- site development was completed before the application to HOME, the use of HOME funds was not contemplated when the site development was done, and there are no agreements or contracts for more than 11 HOME units. If the use of HOME was contemplated before the site development was completed, Davis-Bacon wages must be paid on the entire project; or
- if the self-help families purchase finished lots and contract individually with the General Contractor for construction of their homes, and there are no other construction contracts or subcontracts that cover more than one unit.

Relocation

Relocation costs must be paid if individuals or businesses will be temporarily or permanently displaced as a result of a HOME-assisted project. Specifically, federal relocation requirements extend back to the "Initiation of Negotiations" (ION). For a discussion of relocation notice requirements, and what constitutes the ION, see the HOME Contract Management manual at http://www.hcd.ca.gov/fa/home/manual/07/D01_RelocationChapterText%20Revised4-14-11.doc. The ION determination requires a case specific analysis. HCD highly recommends consultation with HOME staff to determine the specific date for ION. This recommendation applies to all rental and FTHB projects involving any relocation activities. An accurate determination is critical, because relocation costs may be higher if an earlier "initiation of negotiations" date is necessary. Applications for tenant-occupied properties must have already provided the "GIN" to all tenants by the date of the ION.

The Sources and Uses submitted with the application must adequately budget for relocation costs. For guidance in estimating relocation costs, contact your HOME Representative. Consistent with federal relocation requirements prohibiting economic displacement, if rents for existing tenants will increase, you

must budget for a transition reserve to maintain rents for existing tenants at the higher of 30 percent of their income at ION or the rent at the time of ION, not including regular increases in expenses, for as long as they live in the project.

Homebuyer 90-Day Vacancy Rule: Relocation requirements will also be triggered if a FTHB proposes to purchase a home that has been occupied by a renter in the 90 days preceding the date of the purchase agreement. Exceptions to this rule can be made by HOME management on a case-by-case basis with adequate third-party documentation that the tenant moved for reasons unrelated to the sale of the property (i.e., the tenant is moving for another job).

Normally, relocation will not be triggered for OOR or TBRA programs. However, temporary relocation costs are an eligible HOME grant expense.

Procurement Requirements for State Recipients Using Administrative Subcontractors

Except for procurement of the NEPA consultant, which can be done using the small purchase procurement method (i.e., by use of informal price quotations), State Recipients using Administrative Subcontractors paid with HOME Funds must follow a competitive Request for Qualifications (RFQ) or Request for Proposals (RFP) procurement process to select the Administrative Subcontractor. For information on this procurement process, see the HOME Contract Management Manual at http://www.hcd.ca.gov/fa/home/manual/04/D01_Procurement_Chapter.doc.

XX. STATE RECIPIENT RENTAL PROJECT SET-UP AND LOAN DOCUMENT REQUIREMENTS

HCD strongly recommends completion of the project set-up prior to construction loan closing. Failure to do so may result in delays in HOME disbursements, reduction of the HOME loan amount, HOME funding disencumbrance, and/or mandatory amendments to previously executed loan documents (with appropriate subordinations). Plan to submit the set-up package at least 60 days, but preferably 90 days, prior to the desired closing deadline to allow enough time for this process. HCD must also be notified of all significant changes in the project as they occur. It is not acceptable to notify HCD of significant project changes only when the project set-up package is submitted.

State Recipients, using funds made available from this NOFA or from PI, will be the lender for rental projects, and therefore, as such, must adequately secure the repayment of HOME funds and compliance with HOME affordability requirements through the use of a promissory note secured by a deed of trust and a regulatory agreement. The deed of trust and the regulatory agreement must be recorded on the project property. If security for repayment of HOME funds is a leasehold, the owner of the fee either must permit recordation of the HOME deed of trust and regulatory agreement on the fee, or the fee owner must enter into a lease rider providing appropriate lender protections to the State Recipient. The lease must also comply with the requirements of UMR Section 8316. In addition, if HOME funds will be used for construction, the State Recipient and borrower

should execute a development agreement clearly setting forth the terms and conditions of disbursement of HOME funds. The State Recipient is responsible to ensure continued compliance with all HOME requirements, and if the project should fail within the term of the regulatory agreement, is responsible to repay HCD all HOME funds.

XXI. STATE RECIPIENT OMB A-133 AUDIT DOCUMENTATION

Local governments that expend in excess of \$500,000 in federal funds during the fiscal year are required to submit an OMB A-133 Single Audit Report package to the California State Controller's Office (SCO). The 2011-12 audit package was due by **March 31, 2013**.

HCD will make the determination on the status of A-133 Audit compliance as of July 8, 2013 by consultation with SCO only. Jurisdictions that are exempt from filing an A-133 Audit because the level of federal funds is below the threshold may also submit with their HOME application a copy of SCO's letter notifying them of their exempt status. For more information on the required content of the letter, see http://sco.ca.gov/aud_exempt_entities.html.

You may check your jurisdiction's OMB A-133 compliance status at <http://sco.ca.gov/Files-AUD/SingleAud/statusreport.pdf>.

Questions regarding compliance with the submittal requirements of OMB A-133 can be directed to Nicole McCay at pmccay@hcd.ca.gov. HCD will only answer the question of whether you are in compliance according to SCO's A-133 Status Report. Technical questions related to why you are deemed not in compliance must be directed to SCO.

XXII. APPLICATION EVALUATION

A. Rating and Ranking

HCD will rate, rank and fund applications based on its review of all eligible activities for which funds are requested in an application. The application must be submitted using HCD forms. The form must contain all information required pursuant to Section 8211(c), (d), and (e).

All scores for projects are subject to the appeal process described in Section III. The reporting scores only for programs is subject to the appeal process also described in Section III.

Note: Each project or combination of program activities will be evaluated and ranked separately.

Except as noted, if at the time the HOME rating and ranking process is underway and an application has been submitted for the same project for any other California Housing Finance Agency (CalHFA) or HCD financing source, and is being recommended for funding, HOME will count that financing as

committed for rating purposes. For how CalHFA and HCD financing will be considered for that factor, see the State Objectives factor for special needs housing in Section XXII. Please consult with other CalHFA or HCD programs regarding their rating methodology. HCD requires there be full disclosure in each HCD application of all pending and proposed applications for other HCD applications for the same project regardless of who is applying for funding (e.g., city, county, developer, sponsor, etc.).

Pursuant to Section 8212(d)(5) of the State HOME Regulations, project applications must receive a minimum score of 930 points to be funded. Applications will be funded in descending order. Applications that qualify for CHDO and rural set-asides will be funded first based on their scores as necessary to meet the minimum set-asides. Once the set-asides have been achieved, all remaining applications will be funded within their respective allocations pursuant to Section 8212.1 based on their scores relative to all other applications with the highest scoring application funded first.

In the case of a tie score, the application demonstrating the highest jurisdictional poverty level will be funded first. **Final** funding decisions will be made by HCD's Division of Financial Assistance's Deputy Director.

B. **Minimum Requirements:** Applications for the HOME Program are not considered for funding unless the application demonstrates that the following minimum requirements have been met pursuant to Section 8212 of the HOME Regulations:

1. The application was received by the deadline specified in this NOFA.
2. The applicant is eligible pursuant to Sections 8204, 8204.1(c) and Appendix A of the NOFA.
3. The applicant proposes at least one eligible activity pursuant to Section 8205 (other than administration).
4. The use of funds is eligible per Sections 8205 and 8210(c).
5. The application is complete pursuant to Section 8211(b).
6. The applicant has no unresolved audit findings pursuant to Section 8204(a) (1) (D) (ii) and (2) (C) (i).
7. The applicant has provided documentation satisfactory to HCD that it is in compliance with the submittal requirements of OMB A-133, Single Audit Act pursuant to Sections 8204(a)(1)(D)(iv) and (2)(C)(iii). For more information, see Section XXI.
8. The applicant and any member of its program or project team is not on the list of debarred Contractors at <https://www.sam.gov/portal/public/SAM/> pursuant to Sections 8204(a)(1)(D)(iii) and (2)(C)(ii).

9. The total amount of funds requested for both administration and activity-specific costs does not exceed the limits identified in the NOFA.
10. The application form provided by HCD has not been altered or modified except to accommodate computer software.
11. CHDO applications must contain procedures for ensuring effective project control pursuant to 24 CR 92.300(a)(1) and State HOME Regulation Section 8204(a)(2)(D).

In addition, project applications must demonstrate:

1. The project is financially feasible. Pursuant to Section 8212(a)(6) of the State HOME Regulations, HCD must determine the project is financially feasible to consider it for funding. Site development issues, local government approvals, development costs, project timing, project market, and other development factors will be evaluated in order to make this determination. Projects may not be deemed feasible if information presented in the application results in unknown or uncertain project costs and/or timelines. Therefore, the Sources and Uses form must contain line items for any project costs related to determining the feasibility of the project, including but not limited to, prevailing wages, environmental remediation (including mitigation of any Recognized Environmental Conditions and other environmental hazards) elevation above a flood plain, and relocation. Applicants proposing projects on sites that were formerly orchards and/or vineyards may be required to submit an analysis of soil testing for pesticides remaining in the soil. If your proposed project site borders a railroad, whether currently operating or abandoned, HCD may require soils testing for metals, including but not limited to arsenic (arsenic has been commonly used along railroad lines for weed control). It is recommended this testing be performed prior to submitting the HOME application so the applicant can determine whether pesticide or arsenic remediation is required and include the cost for such remediation in the development budget.
2. The project has site control pursuant to UMR, Section 8303. (Note: Projects must also meet HUD requirements regarding acceptable forms of site control; for more information, see Section XIX.)
3. There is no pending litigation that could affect implementation of the project as proposed.
4. For rental projects, that the project either complies with or is exempt from Article XXXIV of the California Constitution pursuant to Section 8212(a)(7); for more information on Article XXXIV, see Section XIV.

C. Rental and FTHB Project Application Rating Factors:

Activity	Maximum Points Available
Rental New Construction*	1550
Rental Rehabilitation*	1550
First-Time Homebuyer Projects	1410

*For detailed self-scoring checklists for the Rental New Construction and Rental Rehabilitation applications, see HOME Supplement.

Detailed Rental New Construction and Rental Rehabilitation scoring is shown in the table on the following page.

Rental New Construction and Rental Rehabilitation Scoring

Factor	Sub-factor (if any)	Points
Housing Element:		50
<p>The local public entity's adopted housing element is in substantive compliance with State housing element law as of July 8, 2013, the application due date, as defined at Section 8201(s) of the State HOME Regulations. Newly formed cities not required to be in compliance and CHDOs shall receive full points in this category. For more information, see http://www.hcd.ca.gov/hpd/hrc/plan/he/status.pdf.</p>		
Direct HOME Allocation Declined:		50
<p>Activities proposed within a jurisdiction eligible for a direct HOME allocation from the U.S. Department of Housing and Urban Development (HUD) wherein the jurisdiction declined the allocation to preserve eligibility for this NOFA.</p>		
Activities proposed in a rural community.		50
Prior applicant experience in the implementation of local, State or federal affordable housing or community development projects in the last seven years (calendar years 2006 – 2012 and 2013 until the application deadline).		50
Prior development team experience in developing the same type of subsidized project as proposed in the application in the last five years (calendar years 2008 – 2012 and 2013 until the application deadline).		200
Prior performance of the applicant, developer, owner, and managing general partner (if the project has one) in all HOME project contracts (rental and FTHB) which were awarded between June 1, 2008 – May 31, 2013 .	<p>Performance Factor #1: Missed project deadlines of the applicant, developer, owner, and managing general partner, for deadlines occurring by the HOME application deadline of July 8, 2013. Points will be deducted for missed deadlines as follows: 5 points for the Permanent Financing deadline, 10 points for the Project Set-up deadline, 10 points for the Construction Loan Closing Deadline, 80 points for the Completion Deadline, and 20 points for the Expenditure Deadline. For possible credits, see Note 1.</p>	Maximum deduction of 200 points
	<p>Performance Factor #2: Late reports of the applicant. Up to 50 points may be deducted for late monthly reports, late Quarterly Program Income reports due for both program and project contracts between June 1, 2012 – May 31, 2013, late Project Completion Reports due during this time period, and for the Annual Performance Report due in 2012.</p>	Maximum deduction of 50 points
	<p>Performance Factor #3: Up to 200 points will be deducted if applicants, developers, owners, and managing general partners, between June 1, 2008 – May 15, 2013, have made a material misrepresentation of any requirement or fact in an application, project</p>	Maximum deduction of 200 points

Factor	Sub-factor (if any)	Points
	<p>report or other document submitted to HCD including but not limited to that which jeopardizes HCD's investment in a project or places HCD at risk of a monitoring finding.</p> <p>HCD will notify the relevant party of the proposed penalty by May 15, 2013; this notification will also allow an appeal to be submitted.</p>	
	<p>Performance Factor #4: Noncompliance with monitoring requirements identified in the last five years (i.e., June 1, 2008 – May 15, 2013). There are two distinct sub-categories:</p> <p>First, applicants, owners, and managing general partners who have not complied with monitoring requirements identified by HCD in the last five years will lose up to 100 points. HCD will notify the relevant party of the proposed penalty by May 15, 2013; this notification will also allow an appeal to be submitted.</p> <p>Second, points will also be deducted for the following late reports associated with occupied HOME rental projects (HCD will calculate these deductions only for applicants, owners, and managing general partners involved in 2013 project applications so advance notice will not be provided on the status of these reports).</p> <p><u>State Recipients</u> 10 points will be deducted for each late Annual Monitoring Report due to HCD June 1, 2012 – May 31, 2013</p> <p><u>CHDOs</u> 5 points will be deducted for each late Annual Operating Budget and each late Annual Report due to HCD June 1, 2012 – May 31, 2013.</p>	Maximum deduction of 100 points
All Applicants start with 200 points. Performance Points noted immediately above are deductions from these points. The maximum point deduction for Performance is 200 points.		200
Community Need: see Appendix H of this NOFA for Community Need point scoring by activity type. (Located on the HOME NOFA webpage underneath the NOFA)		250
Project Feasibility	Compliance with State and Federal Requirements (including UMRs for rental projects)	195
Project	Highest percentage of HOME-assisted units For detailed Project Readiness factors for rental	5 300

Factor	Sub-factor (if any)	Points
Readiness	<p>projects, please see the HOME Supplement.</p> <p>For homebuyer projects, please see the Homebuyer Project Application (Part B), page 12.</p> <p>Rating points for Project Development Plan (PDP) items will be assigned if the item has been submitted, was prepared within the applicable timeframes, the requirements specified in the HOME Supplement. PDP items will be reviewed to make a feasibility determination for the applications scoring highly enough to be funded.</p>	
State Objectives (no more 200 points total) Rental Projects Only (except for "Overcoming Impediments to Fair Housing" and "Catalyst Projects", which are FTHB Project State Objective rating factors also).	<p>Deeper Affordability: Up to 50 points will be awarded based on the percentage of total bedrooms in all units (HOME and non-HOME) restricted to households with incomes at 50 percent AMI or less per the Excel worksheet provided with the HOME Application.</p> <p>Use the "Deeper Affordability" Excel file to calculate your score for this rating factor.</p>	50
	<p>100 Percent Financing Committed or Noncompetitive: 70 points will be awarded for projects that have 100 percent of their non-State HOME permanent financing committed by July 8, 2013.</p> <p>Projects proposing 4 percent tax credits qualify for these points if all commitments other than tax-exempt bonds, 4 percent tax credit proceeds, AHP and deferred developer fee are in place.</p>	70
	<p>Overcoming Impediments to Fair Housing. 35 points will be awarded to rental and FTHB projects proposed in census tracts where total minorities are not overrepresented by more than 10 percentage points compared to the percentage of total minorities in the county.</p>	35
State Objectives (continued)	<p>Special Needs Populations: Up to 50 points will be awarded to rental projects with funding commitments that are proposing to target special needs populations, including farmworkers, through the use of any of the following financing sources: HUD 202, HUD 811, HUD Supportive Housing Program, or State Mental Health Services Act (MHSA). Projects applying for other HCD Special Needs Population funding, including the CalHFA PRA Demonstration Program, also qualify if HCD determines the project will receive funding under these programs. Projects proposing</p>	50

Factor	Sub-factor (if any)	Points
	<p>use of PRA Demonstration funds must meet the criteria outlined on the hyperlinked <u>program fact sheet</u>. Points will also be awarded to projects which provide project-based rental assistance under the terms of an MHSA or Veterans Affairs Supportive Housing Voucher (HUD-VASH) contract that has already been committed to this project, see State Objectives Table 1.</p>	
Catalyst Projects	<p>For rental and FTHB project applications, projects located within the boundaries of a Gold or Silver Catalyst Project as designated by HCD. A listing of designated catalyst projects is available at http://www.hcd.ca.gov/hpd/catayst_summaries082510.pdf.</p>	25
TOTAL POINTS RENTAL PROJECTS		1,550

Note 1 – Performance Factor #1

A. Credit for good performance on the same project with missed deadlines

The deducted points for each specific project will be restored if all of the following events have occurred by the application due date for the same project:

- the project has been completed, i.e. the Notice of Completion has been filed in the Recorder’s Office
- the Project Completion Report, showing that all HOME units are occupied, has been received by the Department, and
- all HOME funds were expended by the original expenditure deadline in the Standard Agreement.

B. Credit for other completed HOME projects

Further, points will be partially restored to the extent there are other completed HOME projects involving the applicant, developer, owner, or managing general partner, awarded between June 1, 2008–May 31, 2013. Points will be restored at the rate of 5 points for each completed HOME project which was awarded HOME funds between June 1, 2008–May 31, 2013.

For example:

One of a developer’s three HOME projects awarded in this timeframe missed the Completion Deadline, resulting in an 80 point deduction.

Two projects awarded HOME funds between **June 1, 2008 and May 31, 2013** have been completed.

The 80 point deduction is offset by 10 points (2 projects X 5 points).

C. Special Rules

- Pursuant to Section 8217, Applicants who disencumbered a project contract between **June 1, 2008–May 31, 2013** and their developers, owners, and managing general partners, (if any), for these projects will still receive point deductions according to the above schedule for the deadlines the project did not meet before the contract was disencumbered.
- Point Deductions for Projects Subject to the Hold-Out Penalty (State HOME Regulation 8217(b)(3)). Certain applicants that have not received a waiver of the holdout penalty pursuant to Section 8217(c) may now be eligible to apply because the project in question meets a specific performance standard identified in the State Regulations. This requirement is the project has been completed, occupied, all funds have been expended, and all necessary HOME funds have been drawn pursuant to Section 8217(b)(3)(A). These applicants are still subject to a performance penalty of up to 50 points on their next HOME application following the holdout penalty, along with the project's developer, owner, and managing general partner pursuant to 8217(b)(3)(B).

State Objectives Table 1
(Special Needs Populations)

Percent of Units Designated by the Funding Source as Special Needs Units	Point Score
35% or more	50
25%-34%	40
10%-24%	20

Program Activity Rating Factors
(Total Points Available = 800)

Factor	Sub-factor (if any)	Points
Housing Element: The local public entity's adopted housing element is in substantive compliance with State Housing Element Law as of July 8, 2013 , the application due date, as defined at Section 8201(s) of the state HOME regulations. Newly formed cities not required to be in compliance and CHDOs shall receive full points in this category. For more information, see http://www.hcd.ca.gov/hpd/hrc/plan/he/status.pdf .		50
Direct HOME Allocation Declined: Activities proposed within a jurisdiction eligible for a direct HOME allocation from the U.S. Department of Housing and Urban Development (HUD) wherein the jurisdiction declined the allocation to preserve eligibility for this NOFA.		50
Activities proposed in a rural community.		50
Prior experience of the applicant in administering HOME and/or other local, state or federal affordable housing or community development programs in the last seven years (calendar years 2006 – 2012 and 2013 until the application deadline).		100
Prior performance of the applicant	Performance Factor #1: Up to 50 points will be deducted for late or missing reports. In assigning these points, the Department will review the applicant's history of submitting quarterly reports and quarterly program income reports (for both Program Activity and Project contracts numbered 10-HOME through 12-HOME), for FY 10-11, FY 11-12, and FY 12-13 . The FY 09-10, 10-11, and 11-12 Annual Performance Reports will be evaluated. The Department reserves the right to deduct points even if the Annual Report is on time but prepared inaccurately.	Maximum deduction of 50 points
	Performance Factor #2: Up to 100 points will be deducted for noncompliance with monitoring or contract requirements identified in the last five years (i.e. June 1, 2008 – May 15, 2013).	Maximum deduction of 100 points
Note: All Applicants start with 150 points. Performance Points are deductions from the two factors above. The maximum point deduction for Performance is 150 points.		150
Community Need: see Appendix H of this NOFA for Community Need point scoring by activity type. (Located on the HOME NOFA webpage underneath the NOFA)		250

Factor	Sub-factor (if any)	Points
Project Feasibility	Activity-specific criterion as specified: <ul style="list-style-type: none"> • FTHB programs: number of units that have sold in the city or county over the preceding 12-month period and are affordable to lower income families, given the proposed HOME assistance. • Owner-Occupied Rehabilitation programs: number of overcrowded households by tenure and the age of the housing stock by tenure, in the city or county as reflected in U.S. Census data. • TBRA Programs: overpayment by renter households as reflected in U.S. Census data. 	75
	Extent Program Guidelines reflect federal and state requirements.	25
State Objectives (120 points) – Program Capacity and Continuity Higher expenditure rates	100 points will be awarded to jurisdictions that applied for but did not receive HOME program activity funding in 2012 if the Department determines that the application was eligible, but that the application could not be funded because the score was below the funding cut-off. The jurisdiction is not required to apply for the same activity(s) in 2013 that was applied for in 2012.* Twenty (20) points will be awarded to applications with 10-HOME contracts with an expenditure rate of 60 percent or more, 11-HOME contracts with an expenditure rate of 30 percent or more, or for applicants with both 10- and 11-HOME contracts, a combined expenditure rate of 45 percent or more. Expenditure rates will be calculated in the same manner as the 50 percent threshold requirement described in Section IV-C.	100 20
TOTAL POINTS FOR PROGRAMS		870

Note: HCD may eliminate this specific Program Capacity and Continuity rating factor in 2014; therefore, unsuccessful candidates in this 2013 competition may not receive any State Objective bonus points in 2014.

2013 HOME Program and Project NOFA Application Workshops

Applicants for HOME Funds are strongly encouraged to attend the applicable workshops to gain information critical for preparing a competitive application, which will be discussed at the workshops. Please follow the registration process outlined below if you are planning to attend.

To register for the Workshops, please click this link: Registration Form then complete and submit the electronic RSVP form. If you have questions regarding any of these workshops, please contact the general HOME Program number (916-322-0356) or your HOME Representative.

Rental Project Workshop

This workshop will cover Rental New Construction and Rental Rehabilitation, with or without Acquisition, Projects only.

May 15
1800 Third Street, Room 183
(HCD Headquarters)
10:00 a.m. – 3:00 p.m.

Applicants interested in submitting a First-Time Homebuyer project application will receive NOFA training by conference call; please contact the HOME Program to request this training (916-322-0356).

Program Activity Workshops

These workshops will cover First-Time Homebuyer, Tenant-Based Rental Assistance, and Owner-Occupied Rehabilitation Program Activities.

Note: Yhe Rental Acquisition and/or Rehabilitation Program will not be an eligible activity this year.

<u>Date/Time</u>	<u>Location</u>
9:00 – Noon: NOFA 1:30 – 4:30: Contract Management Essentials	
May 14	1800 Third Street, Room 183, Sacramento, CA 95811
May 17	County of Tulare Parks and Recreation Dept. 5961 S. Mooney Blvd Visalia, CA 93277
May 21	53462 Enterprise Way Coachella, CA 92236
May 23	555 Washington Street Red Bluff, CA 96080

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

**SUBJECT: PUBLIC HEARING -
PROPOSED ZONING ORDINANCE AMENDMENT RESPECTING HOME
OCCUPATIONS**

DATE: June 24, 2013

ATTACHMENTS:

- Public Hearing Notice

BACKGROUND/SUMMARY

This public hearing will be to hear and consider citizen input on a draft ordinance entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, ADDING SECTION 17.08.085 TO CHAPTER 17.08 DEFINITIONS OF TITLE 17 ZONING OF THE BISHOP MUNICIPAL CODE; AND AMENDING SECTION 17.20.020 R-1 SINGLE FAMILY RESIDENTIAL DISTRICT, USES PERMITTED, RESPECTING HOME OCCUPATIONS."

This draft ordinance is intended to allow a cottage food operation as a home occupation as required by State Law in the R-1, R-2000, R-2, R-2000-P, R-3, and R-3-P Residential Zoning Districts of the City of Bishop.

RECOMMENDATION

Hold the public hearing.

CITY OF BISHOP
NOTICE OF PUBLIC HEARING
ON PROPOSED ZONING ORDINANCE AMENDMENT
RESPECTING HOME OCCUPATIONS

NOTICE IS HEREBY GIVEN that the Bishop City Council will hold a public hearing on Monday, June 24, 2013 at 7:00 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California to hear and consider citizen input on a draft ordinance entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, ADDING SECTION 17.08.085 TO CHAPTER 17.08 DEFINITIONS OF TITLE 17 ZONING OF THE BISHOP MUNICIPAL CODE; AND AMENDING SECTION 17.20.020 R-1 SINGLE FAMILY RESIDENTIAL DISTRICT, USES PERMITTED, RESPECTING HOME OCCUPATIONS"

This draft ordinance is intended to allow a cottage food operation as a home occupation as required by State Law in the R-1, R-2000, R-2, R-2000-P, R-3, and R-3-P Residential Zoning Districts of the City of Bishop.

Following the public hearing, the first reading of this proposed ordinance will be reviewed for introduction with the adoption of the ordinance scheduled for a future meeting.

A copy of the full text of this ordinance is available for public inspection at City Hall, 377 West Line Street, Bishop. Any persons wishing to comment are invited to attend the public hearing or send written comments to the City Council, 377 West Line Street, Bishop, CA 93514 on or before the time of said hearing. Any questions can be directed to the Planning Department at 760-873-8458.

Published: June 13, 2013

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

SUBJECT: Resolution No. 13-08 Approving an Application for Funding and the Execution of a Grant Agreement and any Amendments thereto from the 2013 Allocation of the California State Department of Housing and Community Development HOME Investment Partnerships Program

DATE: June 24, 2013

Attachments:

- Report by Executive Director of Mammoth Lakes Housing Jennifer Halferty
- Resolution No. 13-08

BACKGROUND/SUMMARY

Executive Director of Mammoth Lakes Housing Jennifer Halferty has provided a detail background on the Home Investment Partnership Program (HOME). Also attached is the requested Resolution No. 13-08. This resolution, if adopted, would allow execution of a grant application for HOME funds to assist First-Time Homebuyer Programs including Homebuyer Acquisition and Homebuyer Acquisition with Rehabilitation to be located in the city limits of Bishop.

Additionally, if the City is successful in their application for these funds, the City will only request an allocation of funds not to exceed \$700,000. The submittal of this application does not require any matching funds from the City of Bishop.

RECOMMENDATION

City Council considers approving Resolution No. 13-08.

Prepared by: Jennifer Halferty, Executive Director, Mammoth Lakes Housing, Inc.

BACKGROUND:

The California Department of Housing and Community Development (HCD) is responsible for administering the Home Investment Partnership Program (HOME), with funding from the U.S. Department of Housing and Urban Development (HUD). The City of Bishop (The City) is eligible to apply for these funds from HCD to support housing programs for traditionally defined low and very low-income households. HOME funds are available under the 2013 Notice of Funding Availability (NOFA).

2013 Median Family Income for Inyo County

<i>Table 1.</i>	<i>Number of Persons in Household</i>							
	1	2	3	4	5	6	7	8
80% of AMI	\$36,900	\$42,150	\$47,400	\$52,650	\$56,900	\$61,100	\$65,300	\$69,500

Source: State of California Housing and Community Development Department (HCD)

Table 1, above displays the maximum, gross annual income households in Bishop can earn in order to qualify for the HOME program. According to the 2010 U.S. Census, 37% of The City’s families earn less than \$50,000 per year.

Upon Council approval, MLH staff, in coordination and cooperation with City staff, will submit an application to HOME for up to \$700,000 in funding to support The City’s First-Time Homebuyer Assistance Program. All funds will go towards funding the First-Time Homebuyer Programs including Homebuyer Acquisition and Homebuyer Acquisition with Rehabilitation.

ANALYSIS/DISCUSSION:

Mammoth Lakes Housing, Inc. (MLH) is seeking Council approval to submit a HOME Grant Application, on behalf of The City, in an amount not to exceed \$700,000. This funding is designated for first-time homebuyer program. This program does not require matching funds from the City.

The first-time homebuyer program has been available in Bishop since 2009. Since that time, CDBG funds have assisted 3 households with \$307,781 invested into the City’s real estate market. HOME program funds can further the community’s goal of creating affordable housing, in the same way CDBG funds have.

If the HOME Grant is awarded, MLH will utilize these funds for down payment assistance as silent second mortgages for low-income households in the Bishop City limits. The funds will be used as gap financing with traditional bank loans obtained individually by the homebuyers, thereby leveraging public funds with private dollars. The City will receive notification of the grant award by January 2014.

OPTIONS ANALYSIS

Approving the HOME Grant Application to HCD for funds from the HOME First-Time Homebuyer Programs including Homebuyer Acquisition and Homebuyer Acquisition with Rehabilitation Program allows for the opportunity to receive Federal funds via the State for the assistance of first-time homebuyers in Bishop. It should be noted that the HOME Program funds are very competitive and jurisdictions with higher populations of low-income households will likely receive priority.

These grants will help first-time homebuyers in Bishop acquire homes which may not otherwise be possible. As stated in the City's housing element "*High housing costs are often cited as the basic problem,*" (Page 37). The creation of reasonably affordable housing for employees of both public and private entities serving visitors and residents is a concern expressed in the General Plan of the City of Bishop - Housing Element, 2009.

FINANCIAL CONSIDERATIONS:

The Application does not require the commitment of local matching funds. HOME programs operate as a reimbursement program, whereby the City will be reimbursed by the State after the first-time homebuyer household has completed the purchase transaction. Typically, this takes anywhere between 6-8 weeks for funds to be delivered to the City.

STAFFING CONSIDERATIONS:

The majority of the grant will be administered by the staff of MLH. City staff that will be impacted if this grant is awarded includes: City Manager- Review and Execute grant documents. Finance Department Staff- The State will issue grant payments that will have to be processed by the Finance Department.

RESOLUTION NO. 13-08

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA,
APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT
AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2013 ALLOCATION OF THE
CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
HOME INVESTMENT PARTNERSHIPS PROGRAM**

BE IT RESOLVED by the City Council of the City of Bishop, State of California, hereby authorizes the submittal of an application to the California State Department of Housing and Community Development for funding under the HOME Investment Partnerships Program; and if selected, the execution of a standard agreement, any amendments thereto, and of any related documents necessary to participate in the HOME Investment Partnerships Program; and

WHEREAS, the California Department of Housing and Community Development (the "Department") is authorized to allocate HOME Investment Partnerships Program ("HOME") funds made available from the U.S. Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200; and

WHEREAS, on May 1, 2013, the Department issued a 2013 Notice of Funding Availability announcing the availability of funds under the HOME program (the "NOFA"); and

WHEREAS, in response to the 2013 NOFA, the City of Bishop, a municipal corporation (the "Applicant"), wishes to apply to the Department for, and receive an allocation of, HOME funds; and

NOW, THEREFORE, BE IT RESOLVED that in response to the 2013 NOFA, the Applicant shall submit an application to the Department to participate in the HOME program and for an allocation of funds not to exceed seven hundred thousand Dollars \$700,000 for the following activities and/or programs:

First-Time Homebuyer Programs including Homebuyer Acquisition and Homebuyer Acquisition with Rehabilitation to be located in the city limits of Bishop; and

BE IT FURTHER RESOLVED that if the application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant may also execute a standard agreement, any amendments thereto, and any and all other documents or instruments necessary or required

by the Department or HUD for participation in the HOME program (collectively, the required documents); and

BE IT FURTHER RESOLVED that the applicant authorizes the City Administrator or his/her designee(s) to execute, in the name of the applicant, the required documents.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Bishop held on the 24th day of June, 2013.

LAURA SMITH, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: _____
Robin Picken, Assistant City Clerk

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

SUBJECT: **Proposed Ordinance Amending the City of Bishop Zoning Ordinance and the Bishop Municipal Code Respecting Home Occupations – First Reading/Introduction**

DATE: June 24, 2013

Attachments:

- Staff Memo
- Assembly Bill 1616
- Letter of Support - Planning Commission
- Proposed Ordinance Amending the City of Bishop Zoning Ordinance and the Bishop Municipal Code Respecting Home Occupations

BACKGROUND/SUMMARY

Staff has provided a very thorough background of the proposed amendment, Assembly Bill 1616, and an overview of Home Occupations and Cottage Food Operation.

The Planning Commission has recommended that the City Council adopt an amendment to the Bishop Municipal Code, Chapter 17 Zoning, to provide a definition for Cottage Food Operation and amending Uses Permitted. The draft ordinance amendment is intended to allow permitting of cottage food operation as a home occupation in residential zones.

RECOMMENDATION

After the public hearing, City Council will consider approval of the first reading/introduction of the proposed Ordinance Amending the City of Bishop Zoning Ordinance and the Bishop Municipal Code Respecting Home Occupations.

MEMORANDUM

Date: June 17, 2013

To: Keith Caldwell, City Administrator 

From: Gary Schley, Public Services Officer 

Subject: Amendment to the City of Bishop Zoning Ordinance regarding a Cottage Food Operation

Background: The City is proposing an amendment to Zoning Ordinance No. 424 and Bishop Municipal Code, Title 17, to include a definition for "Cottage Food Operation," and amend section 17.20.020 R-1 Single Family Residential District, Uses Permitted, to include a cottage food operation as a permitted home occupation use.

Recently approved Assembly Bill 1616, the California Homemade Food Act, allows for Cottage Food Operations in residential districts effective January 1, 2013. A Cottage Food Operation (CFO) is an enterprise at a private home where low-risk foods are prepared or packaged for public consumption. Assembly Bill (AB) 1616 requires local jurisdictions approval of Cottage Food Operations in residential dwellings.

Home occupations are currently permitted in Bishop residential districts, subject to the provisions in Bishop Municipal Code, Section 17.20.020. The code section allows for home based businesses that do not change the appearance or conditions of a residence or neighborhood. CFOs are home businesses and are therefore subject to this code section. The code contains specific criteria for home occupations, most of which is consistent with the provisions of AB 1616. The proposed zoning update provides greater consistency between State and local laws related to Cottage Food Operations.

Each residential zone within the City list permitted uses. The R-2, R-2000, R-2000-P, R-3, R-3-P list uses permitted in the R-1 district as a permitted use. A cottage food operation would be allowed as a home occupation in the above mentioned residential zones.

Proposed zoning ordinance amendment was submitted to the City of Bishop Planning Commission and given a noticed public hearing. After the hearing, the planning commission rendered its decision to recommend that City Council approve the proposed zoning ordinance amendment respecting home occupations / cottage food operations.

Based upon a review of the proposed zoning ordinance amendment it is determined exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sec. 15061, (Title 14 of the California Code of Regulations) in that the ordinance amendment in question would not have a significant effect on the environment. It is also determined that this zoning ordinance amendment is categorically exempt from CEQA pursuant to section 15301 as operation of an existing structure involving negligible expansion of use. The Cottage Food Operation, as a home occupation, is an operation of a structure involving negligible expansion, and is required to be in keeping with the existing residential character of the dwelling and neighborhood.

Recommendation: Hold public hearing and review the draft zoning ordinance amendment, regarding cottage food operations.

Assembly Bill No. 1616

CHAPTER 415

An act to add Chapter 6.1 (commencing with Section 51035) to Part 1 of Division 1 of Title 5 of the Government Code, and to amend Sections 109947, 110050, 110460, 111955, 113789, 113851, 114021, 114023, 114390, 114405, and 114409 of, to add Sections 113758 and 114088 to, and to add Chapter 11.5 (commencing with Section 114365) to Part 7 of Division 104 of, the Health and Safety Code, relating to food safety.

[Approved by Governor September 21, 2012. Filed with
Secretary of State September 21, 2012.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1616, Gatto. Food safety: cottage food operations.

Existing law, the Sherman Food, Drug, and Cosmetic Law (Sherman Law), requires the State Department of Public Health to regulate the manufacture, sale, labeling, and advertising activities related to food, drugs, devices, and cosmetics in conformity with the Federal Food, Drug, and Cosmetic Act. The Sherman Law makes it unlawful to manufacture, sell, deliver, hold, or offer for sale any food that is misbranded. Food is misbranded if its labeling does not conform to specified federal labeling requirements regarding nutrition, nutrient content or health claims, and food allergens. Violation of this law is a misdemeanor.

The existing California Retail Food Code provides for the regulation of health and sanitation standards for retail food facilities, as defined, by the State Department of Public Health. Under existing law, local health agencies are primarily responsible for enforcing the California Retail Food Code. That law exempts private homes from the definition of a food facility, and prohibits food stored or prepared in a private home from being used or offered for sale in a food facility. That law also requires food that is offered for human consumption to be honestly presented, as specified. A violation of these provisions is a misdemeanor.

This bill would include a cottage food operation, as defined, that is registered or has a permit within the private home exemption of the California Retail Food Code. The bill would also exclude a cottage food operation from specified food processing establishment and Sherman Law requirements. This bill would require a cottage food operation to meet specified requirements relating to training, sanitation, preparation, labeling, and permissible types of sales and would subject a cottage food operation to inspections under specified circumstances. The bill would require a food facility that serves a cottage food product without packaging or labeling to identify it as homemade. The bill would establish various zoning and permit requirements relating to cottage food operations.

This bill would incorporate additional changes in Section 113789 of the Health and Safety Code, proposed by AB 2297, to be operative only if AB 2297 and this bill are both chaptered and become effective January 1, 2013, and this bill is chaptered last.

By imposing duties on local officials and adding new crimes, this bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) Small businesses have played an important role in helping slow economies recover and prosper as an engine of job creation. During the 1990s, small businesses created the majority of new jobs and now account for 65 percent of United States employment.

(b) California, and the United States as a whole, are facing growing obesity and obesity-related disease epidemics.

(1) Two-thirds of American adults and nearly one-third of children and teens are obese or overweight, placing them at risk for developing chronic diseases such as diabetes, heart disease, and cancer.

(2) One in every nine California children, one in three teens, and over half of adults are already overweight or obese. This epidemic affects virtually all Californians.

(3) These health conditions are preventable and curable through lifestyle choices that include consumption of healthy fresh foods.

(c) For decades, low-income and rural communities have faced limited opportunities to purchase healthy foods. Often, without cars or convenient public transportation options, low-income residents in these areas must rely for much of their shopping on expensive, fatty, processed foods sold at convenience and corner stores.

(d) There is a growing movement in California to support community-based food production, sometimes referred to as “cottage food,” “artisanal food,” “slow food,” “locally based food,” or “urban agriculture” movements. These movements seek to connect food to local communities, small businesses, and environmental sustainability.

(e) Increased opportunities for entrepreneur development through microenterprises can help to supplement household incomes, prevent poverty and hunger, and strengthen local economies.

(f) At least 32 other states have passed laws that allow small business entrepreneurs to use their home kitchens to prepare, for sale, foods that are not potentially hazardous.

(g) Even some bake sales are currently illegal in California.

(h) It is the intent of the Legislature to enact a homemade food act specifically designed to help address these challenges and opportunities.

SEC. 2. Chapter 6.1 (commencing with Section 51035) is added to Part 1 of Division 1 of Title 5 of the Government Code, to read:

CHAPTER 6.1. COTTAGE FOOD OPERATIONS

51035. (a) A city, county, or city and county shall not prohibit a cottage food operation, as defined in Section 113758 of the Health and Safety Code, in any residential dwellings, but shall do one of the following:

(1) Classify a cottage food operation as a permitted use of residential property for zoning purposes.

(2) Grant a nondiscretionary permit to use a residence as any cottage food operation that complies with local ordinances prescribing reasonable standards, restrictions, and requirements concerning spacing and concentration, traffic control, parking, and noise control relating to those homes. Any noise standards shall be consistent with local noise ordinances implementing the noise element of the general plan. The permit issued pursuant to this paragraph shall be granted by the zoning administrator, or if there is no zoning administrator, by the person or persons designated by the planning agency to grant these permits, upon the certification without a hearing.

(3) Require any cottage food operation to apply for a permit to use a residence for its operation. The zoning administrator, or if there is no zoning administrator, the person or persons designated by the planning agency to handle the use permits, shall review and decide the applications. The use permit shall be granted if the cottage food operation complies with local ordinances, if any, prescribing reasonable standards, restrictions, and requirements concerning the following factors: spacing and concentration, traffic control, parking, and noise control relating to those homes. Any noise standards shall be consistent with local noise ordinances implementing the noise element of the general plan. The local government shall process any required permit as economically as possible. Fees charged for review shall not exceed the costs of the review and permit process. An applicant may request a verification of fees, and the city, county, or city and county shall provide the applicant with a written breakdown within 45 days of the request. The application form for cottage food operation permits shall include a statement of the applicant's right to request the written fee verification.

(b) In connection with any action taken pursuant to paragraph (2) or (3) of subdivision (a), a city, county, or city and county shall do all of the following:

(1) Upon the request of an applicant, provide a list of the permits and fees that are required by the city, county, or city and county, including information about other permits that may be required by other departments in the city, county, or city and county, or by other public agencies. The city, county, or city and county shall, upon request of any applicant, also provide information about the anticipated length of time for reviewing and processing the permit application.

(2) Upon the request of an applicant, provide information on the breakdown of any individual fees charged in connection with the issuance of the permit.

(3) If a deposit is required to cover the cost of the permit, provide information to the applicant about the estimated final cost to the applicant of the permit, and procedures for receiving a refund from the portion of the deposit not used.

(c) Use of a residence for the purposes of a cottage food operation shall not constitute a change of occupancy for purposes of the State Housing Law (Part 1.5 (commencing with Section 17910) of Division 13 of the Health and Safety Code), or for purposes of local building and fire codes.

(d) Cottage food operations shall be considered residences for the purposes of the State Uniform Building Standards Code and local building and fire codes.

SEC. 3. Section 109947 of the Health and Safety Code is amended to read:

109947. "Food processing facility" means any facility operated for the purposes of manufacturing, packing, or holding processed food. Food processing facility does not include a food facility as defined in Section 113785, a cottage food operation that is registered or has a permit pursuant to Section 114365, or any facility exclusively storing, handling, or processing dried beans.

SEC. 4. Section 110050 of the Health and Safety Code is amended to read:

110050. The Food Safety Fund is hereby created as a special fund in the State Treasury. All moneys collected by the department under subdivision (c) of Section 110466 and Sections 110470, 110471, 110485, 114365, 114365.6, 111130, and 113717, and under Article 7 (commencing with Section 110810) of Chapter 5 shall be deposited in the fund, for use by the department, upon appropriation by the Legislature, for the purposes of providing funds necessary to carry out and implement the inspection provisions of this part relating to food, licensing, inspection, enforcement, and other provisions of Article 12 (commencing with Section 111070) relating to water, the provisions relating to education and training in the prevention of microbial contamination pursuant to Section 110485, and the registration provisions of Article 7 (commencing with Section 110810) of Chapter 5, and to carry out and implement the provisions of the California Retail Food Code (Part 7 (commencing with Section 113700) of Division 104).

SEC. 5. Section 110460 of the Health and Safety Code is amended to read:

110460. No person shall engage in the manufacture, packing, or holding of any processed food in this state unless the person has a valid registration from the department, except those engaged exclusively in the storing, handling, or processing of dried beans. The registration shall be valid for one calendar year from the date of issue, unless it is revoked. The registration shall not be transferable. This section shall not apply to a cottage food operation that is registered or has a permit pursuant to Section 114365.

SEC. 6. Section 111955 of the Health and Safety Code is amended to read:

111955. “Food processing establishment,” as used in this chapter, shall mean any room, building, or place or portion thereof, maintained, used, or operated for the purpose of commercially storing, packaging, making, cooking, mixing, processing, bottling, canning, packing, slaughtering, or otherwise preparing or handling food except restaurants. “Food processing establishment” shall not include a cottage food operation that is registered or has a permit pursuant to Section 114365.

SEC. 7. Section 113758 is added to the Health and Safety Code, to read:

113758. (a) “Cottage food operation” means an enterprise that has not more than the amount in gross annual sales that is specified in this subdivision, is operated by a cottage food operator, and has not more than one full-time equivalent cottage food employee, not including a family member or household member of the cottage food operator, within the registered or permitted area of a private home where the cottage food operator resides and where cottage food products are prepared or packaged for direct, indirect, or direct and indirect sale to consumers pursuant to this part. In 2013, the enterprise shall not have more than thirty-five thousand dollar (\$35,000) in gross annual sales in the calendar year. In 2014, the enterprise shall not have more than forty-five thousand dollars (\$45,000) in gross annual sales in the calendar year. Commencing in 2015, and each subsequent year thereafter, the enterprise shall not have more than fifty thousand dollars (\$50,000) in gross annual sales in the calendar year. A cottage food operation includes both of the following:

(1) A “Class A” cottage food operation, which is a cottage food operation that may engage only in direct sales of cottage food products from the cottage food operation or other direct sales venues described in paragraph (4) of subdivision (b).

(2) A “Class B” cottage food operation, which is a cottage food operation that may engage in both direct sales and indirect sales of cottage food products from the cottage food operation, from direct sales venues described in paragraph (4) of subdivision (b), from offsite events, or from a third-party retail food facility described in paragraph (5) of subdivision (b).

(b) For purposes of this section, the following definitions shall apply:

(1) “Cottage food employee” means an individual, paid or volunteer, who is involved in the preparation, packaging, handling, and storage of a cottage food product, or otherwise works for the cottage food operation. An

employee does not include an immediate family member or household member of the cottage food operator.

(2) “Cottage food operator” means an individual who operates a cottage food operation in his or her private home and is the owner of the cottage food operation.

(3) “Cottage food products” means nonpotentially hazardous foods, including foods that are described in Section 114365.5 and that are prepared for sale in the kitchen of a cottage food operation.

(4) “Direct sale” means a transaction between a cottage food operation operator and a consumer, where the consumer purchases the cottage food product directly from the cottage food operation. Direct sales include, but are not limited to, transactions at holiday bazaars or other temporary events, such as bake sales or food swaps, transactions at farm stands, certified farmers’ markets, or through community-supported agriculture subscriptions, and transactions occurring in person in the cottage food operation.

(5) “Indirect sale” means an interaction between a cottage food operation, a third-party retailer, and a consumer, where the consumer purchases cottage food products made by the cottage food operation from a third-party retailer that holds a valid permit issued pursuant to Section 114381. Indirect sales include, but are not limited to, sales made to retail shops or to retail food facilities where food may be immediately consumed on the premises.

(6) “Private home” means a dwelling, including an apartment or other leased space, where individuals reside.

(7) “Registered or permitted area” means the portion of a private home that contains the private home’s kitchen used for the preparation, packaging, storage, or handling of cottage food products and related ingredients or equipment, or both, and attached rooms within the home that are used exclusively for storage.

SEC. 8. Section 113789 of the Health and Safety Code is amended to read:

113789. (a) “Food facility” means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level, including, but not limited to, the following:

(1) An operation where food is consumed on or off the premises, regardless of whether there is a charge for the food.

(2) Any place used in conjunction with the operations described in this subdivision, including, but not limited to, storage facilities for food-related utensils, equipment, and materials.

(b) “Food facility” includes permanent and nonpermanent food facilities, including, but not limited to, the following:

- (1) Public and private school cafeterias.
- (2) Restricted food service facilities.
- (3) Licensed health care facilities.
- (4) Commissaries.
- (5) Mobile food facilities.
- (6) Mobile support units.
- (7) Temporary food facilities.

- (8) Vending machines.
- (9) Certified farmers' markets, for purposes of permitting and enforcement pursuant to Section 114370.
- (10) Farm stands, for purposes of permitting and enforcement pursuant to Section 114375.
- (c) "Food facility" does not include any of the following:
 - (1) A cooperative arrangement wherein no permanent facilities are used for storing or handling food.
 - (2) A private home, including a cottage food operation that is registered or has a permit pursuant to Section 114365.
 - (3) A church, private club, or other nonprofit association that gives or sells food to its members and guests, and not to the general public, at an event that occurs not more than three days in any 90-day period.
 - (4) A for-profit entity that gives or sells food at an event that occurs not more than three days in a 90-day period for the benefit of a nonprofit association, if the for-profit entity receives no monetary benefit, other than that resulting from recognition from participating in an event.
 - (5) Premises set aside for wine tasting, as that term is used in Section 23356.1 of the Business and Professions Code and in the regulations adopted pursuant to that section, that comply with Section 118375, regardless of whether there is a charge for the wine tasting, if no other beverage, except for bottles of wine and prepackaged nonpotentially hazardous beverages, is offered for sale for onsite consumption and no food, except for crackers, is served.
 - (6) Premises operated by a producer, selling or offering for sale only whole produce grown by the producer, or shell eggs, or both, provided the sales are conducted on premises controlled by the producer.
 - (7) A commercial food processing plant as defined in Section 111955.
 - (8) A child day care facility, as defined in Section 1596.750.
 - (9) A community care facility, as defined in Section 1502.
 - (10) A residential care facility for the elderly, as defined in Section 1569.2.
 - (11) A residential care facility for the chronically ill, which has the same meaning as a residential care facility, as defined in Section 1568.01.
 - (12) Premises set aside by a beer manufacturer, as defined in Section 25000.2 of the Business and Professions Code, that comply with Section 118375, for the purposes of beer tasting, regardless of whether there is a charge for the beer tasting, if no other beverage, except for beer and prepackaged nonpotentially hazardous beverages, is offered for sale for onsite consumption, and no food, except for crackers or pretzels, is served.

SEC. 8.5. Section 113789 of the Health and Safety Code is amended to read:

113789. (a) "Food facility" means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level, including, but not limited to, the following:
- (1) An operation where food is consumed on or off the premises, regardless of whether there is a charge for the food.

(2) Any place used in conjunction with the operations described in this subdivision, including, but not limited to, storage facilities for food-related utensils, equipment, and materials.

(b) “Food facility” includes permanent and nonpermanent food facilities, including, but not limited to, the following:

- (1) Public and private school cafeterias.
- (2) Restricted food service facilities.
- (3) Licensed health care facilities, except as provided in paragraph (13) of subdivision (c).
- (4) Commissaries.
- (5) Mobile food facilities.
- (6) Mobile support units.
- (7) Temporary food facilities.
- (8) Vending machines.
- (9) Certified farmers’ markets, for purposes of permitting and enforcement pursuant to Section 114370.

(10) Farm stands, for purposes of permitting and enforcement pursuant to Section 114375.

(c) “Food facility” does not include any of the following:

- (1) A cooperative arrangement wherein no permanent facilities are used for storing or handling food.
- (2) A private home, including a cottage food operation that is registered or has a permit pursuant to Section 114365.
- (3) A church, private club, or other nonprofit association that gives or sells food to its members and guests, and not to the general public, at an event that occurs not more than three days in any 90-day period.
- (4) A for-profit entity that gives or sells food at an event that occurs not more than three days in a 90-day period for the benefit of a nonprofit association, if the for-profit entity receives no monetary benefit, other than that resulting from recognition from participating in an event.
- (5) Premises set aside for wine tasting, as that term is used in Section 23356.1 of the Business and Professions Code and in the regulations adopted pursuant to that section, that comply with Section 118375, regardless of whether there is a charge for the wine tasting, if no other beverage, except for bottles of wine and prepackaged nonpotentially hazardous beverages, is offered for sale for onsite consumption and no food, except for crackers, is served.
- (6) Premises operated by a producer, selling or offering for sale only whole produce grown by the producer, or shell eggs, or both, provided the sales are conducted on premises controlled by the producer.
- (7) A commercial food processing plant as defined in Section 111955.
- (8) A child day care facility, as defined in Section 1596.750.
- (9) A community care facility, as defined in Section 1502.
- (10) A residential care facility for the elderly, as defined in Section 1569.2.
- (11) A residential care facility for the chronically ill, which has the same meaning as a residential care facility, as defined in Section 1568.01.

(12) Premises set aside by a beer manufacturer, as defined in Section 25000.2 of the Business and Professions Code, that comply with Section 118375, for the purposes of beer tasting, regardless of whether there is a charge for the beer tasting, if no other beverage, except for beer and prepackaged nonpotentially hazardous beverages, is offered for sale for onsite consumption, and no food, except for crackers or pretzels, is served.

(13) (A) An intermediate care facility for the developmentally disabled, as defined in subdivisions (e), (h), and (m) of Section 1250, with a capacity of six beds or fewer.

(B) A facility described in subparagraph (A) shall report any foodborne illness or outbreak to the local health department and to the State Department of Public Health within 24 hours of the illness or outbreak.

SEC. 9. Section 113851 of the Health and Safety Code is amended to read:

113851. (a) "Permit" means the document issued by the enforcement agency that authorizes a person to operate a food facility or cottage food operation.

(b) "Registration" shall have the same meaning as permit for purposes of implementation and enforcement of this part.

SEC. 10. Section 114021 of the Health and Safety Code is amended to read:

114021. (a) Food shall be obtained from sources that comply with all applicable laws.

(b) Food stored or prepared in a private home shall not be used or offered for sale in a food facility, unless that food is prepared by a cottage food operation that is registered or has a permit pursuant to Section 114365.

SEC. 11. Section 114023 of the Health and Safety Code is amended to read:

114023. Food in a hermetically sealed container shall be obtained from a food processing plant that is regulated by the food regulatory agency that has jurisdiction over the plant, or from a cottage food operation that produces jams, jellies, and preserves and that is registered or has a permit pursuant to Section 114365.

SEC. 12. Section 114088 is added to the Health and Safety Code, to read:

114088. A cottage food product, as defined in Section 113758, that is served by a food facility without packaging or labeling, as described in Section 114365, shall be identified to the consumer as homemade on the menu, menu board, or other location that would reasonably inform a consumer of its homemade status.

SEC. 13. Chapter 11.5 (commencing with Section 114365) is added to Part 7 of Division 104 of the Health and Safety Code, to read:

CHAPTER 11.5. COTTAGE FOOD OPERATIONS

114365. (a) (1) (A) A “Class A” cottage food operation shall not be open for business unless it is registered with the local enforcement agency and has submitted a completed, self-certification checklist approved by the local enforcement agency. The self-certification checklist shall verify that the cottage food operation conforms to this chapter, including the following requirements:

(i) No cottage food preparation, packaging, or handling may occur in the home kitchen concurrent with any other domestic activities, such as family meal preparation, dishwashing, clothes washing or ironing, kitchen cleaning, or guest entertainment.

(ii) No infants, small children, or pets may be in the home kitchen during the preparation, packaging, or handling of any cottage food products.

(iii) Kitchen equipment and utensils used to produce cottage food products shall be clean and maintained in a good state of repair.

(iv) All food contact surfaces, equipment, and utensils used for the preparation, packaging, or handling of any cottage food products shall be washed, rinsed, and sanitized before each use.

(v) All food preparation and food and equipment storage areas shall be maintained free of rodents and insects.

(vi) Smoking shall be prohibited in the portion of a private home used for the preparation, packaging, storage, or handling of cottage food products and related ingredients or equipment, or both, while cottage food products are being prepared, packaged, stored, or handled.

(B) (i) The department shall post the requirements described in subparagraph (A) on its Internet Web site.

(ii) The local enforcement agency shall issue a registration number to a “Class A” cottage food operation that meets the requirements of subparagraph (A).

(C) (i) Except as provided in (ii), a “Class A” cottage food operation shall not be subject to initial or routine inspections.

(ii) For purposes of determining compliance with this chapter, a representative of a local enforcement agency may access, for inspection purposes, the registered area of a private home where a cottage food operation is located only if the representative has, on the basis of a consumer complaint, reason to suspect that adulterated or otherwise unsafe food has been produced by the cottage food operation or that the cottage food operation has violated this chapter.

(iii) Access under this subparagraph is limited to the registered area and solely for the purpose of enforcing or administering this chapter.

(iv) A local enforcement agency may seek recovery from a “Class A” cottage food operation of an amount that does not exceed the local enforcement agency’s reasonable costs of inspecting the “Class A” cottage food operation for compliance with this chapter, if the “Class A” cottage food operation is found to be in violation of this chapter.

(2) (A) A “Class B” cottage food operation shall not be open for business unless it obtains a permit from the local enforcement agency in a manner approved by the local enforcement agency to engage in the direct and indirect sale of cottage food products.

(B) (i) A “Class B” cottage food operation shall comply with the requirements described in clauses (i) to (vi), inclusive, of subparagraph (A) of paragraph (1) in addition to the other requirements of this chapter.

(ii) The local enforcement agency shall issue a permit number after an initial inspection has determined that the proposed “Class B” cottage food operation and its method of operation conform to this chapter.

(C) Except as provided in this subparagraph, a “Class B” cottage food operation shall not be subject to more than one inspection per year by the local enforcement agency.

(i) For purposes of determining compliance with this chapter, a representative of a local enforcement agency, for inspection purposes, may access the permitted area of a private home where a cottage food operation is located only if the representative has, on the basis of a consumer complaint, reason to suspect that adulterated or otherwise unsafe food has been produced by the cottage food operation, or that the cottage food operation has violated this chapter.

(ii) Access under this subparagraph is limited to the permitted area and solely for the purpose of enforcing or administering this chapter.

(D) (i) A “Class B” cottage food operation shall be authorized to engage in the indirect sales of cottage food products within the county in which the “Class B” cottage food operation is permitted.

(ii) A county may agree to allow a “Class B” cottage food operation permitted in another county to engage in the indirect sales of cottage food products in the county.

(b) A registration or permit, once issued, is nontransferable. A registration or permit shall be valid only for the person, location, type of food sales, and distribution activity specified by that registration or permit, and, unless suspended or revoked for cause, for the time period indicated.

114365.2. A cottage food operation that is registered or has a permit issued pursuant to Section 114365 shall be considered a restricted food service facility for purposes of, and subject to, Sections 113953.3, 114259.5, 114285, and 114286. A cottage food operation that is registered or has a permit also shall be subject to Sections 113967, 113973, 113980, 114259.5, 114405, 114407, 114409, 114411, and 114413, and to all of the following requirements:

(a) A person with a contagious illness shall refrain from work in the registered or permitted area of the cottage food operation.

(b) A person involved in the preparation or packaging of cottage food products shall keep his or her hands and exposed portions of his or her arms clean and shall wash his or her hands before any food preparation or packaging activity in a cottage food operation.

(c) Water used during the preparation of cottage food products shall meet the potable drinking water standards described in Section 113869, except

that a cottage food operation shall not be required to have an indirect sewer connection. Water used during the preparation of cottage food products includes all of the following:

(1) The washing, sanitizing, and drying of any equipment used in the preparation of a cottage food product.

(2) The washing, sanitizing, and drying of hands and arms.

(3) Water used as an ingredient.

(d) A person who prepares or packages cottage food products shall complete a food processor course instructed by the department to protect the public health within three months of becoming registered. The course shall not exceed four hours in length. The department shall work with the local enforcement agency to ensure that cottage food operators are properly notified of the location, date, and time of the classes offered.

(e) A cottage food operation shall properly label all cottage food products in compliance with the Federal Food, Drug, and Cosmetic Act (21 U.S.C. Sec. 343 et seq.). Additionally, to the extent permitted by federal law, the label shall include, but is not limited to, all of the following:

(1) The words “Made in a Home Kitchen” in 12-point type on the cottage food product’s primary display panel.

(2) The name commonly used for the food product or an adequately descriptive name.

(3) The name of the cottage food operation which produced the cottage food product.

(4) The registration or permit number of the “Class A” or “Class B” cottage food operation, respectively, which produced the cottage food product and, in the case of a “Class B” cottage food operation, the name of the county of the local enforcement agency that issued the permit number.

(5) The ingredients of the cottage food product, in descending order of predominance by weight, if the product contains two or more ingredients.

114365.5. (a) The department shall adopt and post on its Internet Web site a list of not potentially hazardous foods and their ethnic variations that are approved for sale by a cottage food operation. A cottage food product shall not be potentially hazardous food, as defined in Section 113871.

(b) This list of nonpotentially hazardous foods shall include, but not be limited to, all of the following:

(1) Baked goods without cream, custard, or meat fillings, such as breads, biscuits, churros, cookies, pastries, and tortillas.

(2) Candy, such as brittle and toffee.

(3) Chocolate-covered nonperishable foods, such as nuts and dried fruit.

(4) Dried fruit.

(5) Dried pasta.

(6) Dry baking mixes.

(7) Fruit pies, fruit empanadas, and fruit tamales.

(8) Granola, cereals, and trail mixes.

(9) Herb blends and dried mole paste.

(10) Honey and sweet sorghum syrup.

(11) Jams, jellies, preserves, and fruit butter that comply with the standard described in Part 150 of Title 21 of the Code of Federal Regulations.

(12) Nut mixes and nut butters.

(13) Popcorn.

(14) Vinegar and mustard.

(15) Roasted coffee and dried tea.

(16) Waffle cones and pizelles.

(c) (1) The State Public Health Officer may add or delete food products to or from the list described in subdivision (b), which shall be known as the approved food products list. Notice of any change to the approved food products list shall be posted on the department's cottage food program Internet Web site, to also be known as the program Internet Web site for purposes of this chapter. Any change to the approved food products list shall become effective 30 days after the notice is posted. The notice shall state the reason for the change, the authority for the change, and the nature of the change. The notice will provide an opportunity for written comment by indicating the address to which to submit the comment and the deadline by which the comment is required to be received by the department. The address to which the comment is to be submitted may be an electronic site. The notice shall allow at least 20 calendar days for comments to be submitted. The department shall consider all comments submitted before the due date. The department may withdraw the proposed change at any time by notification on the program Internet Web site or through notification by other electronic means. The approved food products list described in subdivision (b), and any updates to the list, shall not be subject to the administrative rulemaking requirements of Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code.

(2) The State Public Health Officer shall not remove any items from the approved food products list unless the State Public Health Officer also posts information on the program Internet Web site explaining the basis upon which the removed food item has been determined to be potentially hazardous.

114365.6. (a) The State Public Health Officer shall provide technical assistance, and develop, maintain, and deliver commodity-specific training related to the safe processing and packaging of cottage food products to local enforcement agencies.

(b) Local enforcement agencies may collect a surcharge fee in addition to any permit fees collected for "Class B" cottage food operations. The surcharge fee shall not exceed the reasonable costs that the department incurs through the administration of the training described in subdivision (a) to protect the public health. The surcharge fees collected shall be transmitted to the department in a manner established by the department to be deposited in the Food Safety Fund. The department shall use the surcharge fees only to develop and deliver the training described in subdivision (a) to local enforcement agency personnel on an ongoing basis.

SEC. 14. Section 114390 of the Health and Safety Code is amended to read:

114390. (a) Enforcement officers shall enforce this part and all regulations adopted pursuant to this part.

(b) (1) For purposes of enforcement, any authorized enforcement officer may, during the facility's hours of operation and other reasonable times, enter, inspect, issue citations to, and secure any sample, photographs, or other evidence from a food facility, cottage food operation, or any facility suspected of being a food facility or cottage food operation, or a vehicle transporting food to or from a retail food facility, when the vehicle is stationary at an agricultural inspection station, a border crossing, or at any food facility under the jurisdiction of the enforcement agency, or upon the request of an incident commander.

(2) If a food facility is operating under an HACCP plan, the enforcement officer may, for the purpose of determining compliance with the plan, secure as evidence any documents, or copies of documents, relating to the facility's adherence to the HACCP plan. Inspection may, for the purpose of determining compliance with this part, include any record, file, paper, process, HACCP plan, invoice, or receipt bearing on whether food, equipment, or utensils are in violation of this part.

(c) Notwithstanding subdivision (a), an employee may refuse entry to an enforcement officer who is unable to present official identification showing the enforcement officer's picture and enforcement agency name. In the absence of the identification card, a business card showing the enforcement agency's name plus a picture identification card such as a driver's license shall meet this requirement.

(d) It is a violation of this part for any person to refuse to permit entry or inspection, the taking of samples or other evidence, access to copy any record as authorized by this part, to conceal any samples or evidence, withhold evidence concerning them, or interfere with the performance of the duties of an enforcement officer, including making verbal or physical threats or sexual or discriminatory harassment.

(e) A written report of the inspection shall be made and a copy shall be supplied or mailed to the owner, manager, or operator of the food facility.

SEC. 15. Section 114405 of the Health and Safety Code is amended to read:

114405. (a) A permit may be suspended or revoked by a local enforcement officer for a violation of this part. Any food facility or cottage food operation for which the permit has been suspended shall close and remain closed until the permit has been reinstated. Any food facility or cottage food operation for which the permit has been revoked shall close and remain closed until a new permit has been issued.

(b) Whenever a local enforcement officer finds that a food facility or cottage food operation is not in compliance with the requirements of this part, a written notice to comply shall be issued to the permitholder. If the permitholder fails to comply, the local enforcement officer shall issue to the permitholder a notice setting forth the acts or omissions with which the permitholder is charged, and informing him or her of a right to a hearing, if requested, to show cause why the permit should not be suspended or

revoked. A written request for a hearing shall be made by the permit holder within 15 calendar days after receipt of the notice. A failure to request a hearing within 15 calendar days after receipt of the notice shall be deemed a waiver of the right to a hearing. When circumstances warrant, the hearing officer may order a hearing at any reasonable time within this 15-day period to expedite the permit suspension or revocation process.

(c) The hearing shall be held within 15 calendar days of the receipt of a request for a hearing. Upon written request of the permit holder, the hearing officer may postpone any hearing date, if circumstances warrant the action.

SEC. 16. Section 114409 of the Health and Safety Code is amended to read:

114409. (a) If any imminent health hazard is found, unless the hazard is immediately corrected, an enforcement officer may temporarily suspend the permit and order the food facility or cottage food operation immediately closed.

(b) Whenever a permit is suspended as the result of an imminent health hazard, the enforcement officer shall issue to the permit holder a notice setting forth the acts or omissions with which the permit holder is charged, specifying the pertinent code section, and informing the permit holder of the right to a hearing.

(c) At any time within 15 calendar days after service of a notice pursuant to subdivision (b), the permit holder may request in writing a hearing before a hearing officer to show cause why the permit suspension is not warranted. The hearing shall be held within 15 calendar days of the receipt of a request for a hearing. A failure to request a hearing within 15 calendar days shall be deemed a waiver of the right to a hearing.

SEC. 17. Section 8.5 of this bill incorporates amendments to Section 113789 of the Health and Safety Code proposed by both this bill and Assembly Bill 2297. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2013, (2) each bill amends Section 113789 of the Health and Safety Code, and (3) this bill is enacted after Assembly Bill 2297, in which case Section 8 of this bill shall not become operative.

SEC. 18. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution for certain costs that may be incurred by a local agency or school district because, in that regard, this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

However, if the Commission on State Mandates determines that this act contains other costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

O



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

May 31, 2013

Bishop City Council
PO Box 1236
Bishop, CA 93515

Re: Proposed Amendment of Zoning Ordinance

Please be advised that the Bishop Planning Commission, at their May 29, 2013 meeting, voted 6 to 0 to recommend the City Council adopt an amendment to Bishop Municipal Code Chapter 17 Zoning by adding Section 17.08.085 to provide a definition for Cottage Food Operation and amending Section 17.20.020 R-1- Uses Permitted. The draft ordinance amendment is intended to allow permitting of cottage food operation as a home occupation in residential zones.

The Planning Commission found that the proposed zoning ordinance amendments are consistent with the goals and policies of State of California Assembly Bill No.1616, State of California Health and Safety Code and the City of Bishop General Plan.

Sincerely,

Darren Malloy
Chairman, Bishop Planning Commission

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, ADDING SECTION 17.08.085 TO CHAPTER 17.08 DEFINITIONS OF TITLE 17 ZONING OF THE BISHOP MUNICIPAL CODE; AND AMENDING SECTION 17.20.020 R-1 SINGLE FAMILY RESIDENTIAL DISTRICT, USES PERMITTED RESPECTING HOME OCCUPATIONS

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

SECTION 1. Bishop Municipal Code Title 17 ZONING, Chapter 17.08 DEFINITIONS is hereby amended to add new section titles as follows:

Chapter 17.08

DEFINITIONS

Sections:

17.08.085

SECTION 2. Bishop Municipal Code Chapter 17.08 DEFINITIONS is hereby amended to add new sections 17.08.085 Cottage Food Operation read in its entirety as follows:

17.08.085 Cottage Food Operation. An enterprise at a private home where low-risk food products are prepared or packaged for public consumption, as defined in Section 113758 of the Health and Safety Code.

SECTION 3. Section 17.20.020 R-1 - Uses Permitted is hereby amended to read in its entirety as follows:

17.20.020 - Uses permitted.

No building or structure on land shall be used, and no building or structure shall be designed, erected, structurally altered or enlarged except for the following purposes:

- A. Single-family residential structure, not more than one dwelling unit to each lot;
- B. Home occupations:

1. No employment of help in such occupation other than the members of the resident family.
 2. The use shall not generate traffic beyond that normal to the zone in which it is located nor involve the use of commercial vehicles,
 3. No storage of materials and/or supplies indoors or outdoors,
 4. Not more than one room in the dwelling shall be employed for the home occupation,
 5. In no way shall the appearance of the structure be so altered that the structure may be reasonably recognized as serving a nonresidential use,
 6. A cottage food operation as defined in Section 113758 of the Health and Safety Code shall be a permitted home occupation provided it complies with all applicable provisions of this section and the Health and Safety Code, as it may be amended. Any applicant for home occupation business license shall demonstrate he or she operates a qualifying cottage food operation. Notwithstanding the foregoing, subsections (B) (1), (3) and (4).
- C. Guesthouse, provided said house is without a kitchen and is an accessory use for transient guests of the occupant of the main building and where no rent is paid either in money or by services and is located in the rear of the main building;
- D. Accessory buildings and structures;
- E. Any other such uses the planning commission may deem to be similar to those listed above and not more obnoxious or detrimental to health and safety. When such use is deemed to be similar a use permit may be granted by the planning commission;
- F. Mobile homes complying with state regulations.
- G. Bed and breakfast inn. Bed and breakfast inn means a residential structure, located in a residential zone, which provides overnight accommodations for travelers or tourists on a daily basis, and which serves breakfast to its guests, but not to the public generally, the price for which is included in the charge lodging. Bed and breakfast inns shall comply with all of the following conditions:
- A. The approval of an initial study and assessment of environmental impact, as per Resolution 84-18, shall first be required.
 - B. The approval of a conditional use permit, pursuant to the zoning title, shall be required.
 - C. The minimum size shall be one acre.
 - D. The dwelling or structure to be used as the bed and breakfast inn shall have been erected prior to the date of adoption of this ordinance.

- E. Parking requirements and driveway standards shall meet the city standards with a minimum of two spaces for the owners unit and one space per guest room. These places should be adequately screened from the street with landscaping or fencing.
- F. The maximum number of rooms which may be rented is four, unless it can be shown that the structure and/or parcel is of sufficient size to contain more rooms while meeting the purpose of this article.
- G. The owner of the property must reside on subject premises at all times.
- H. No restaurant activity shall take place. Breakfast meals shall be served only to registered overnight guests.
- I. The maximum length of stay for any guest shall be fourteen (14) days during any consecutive ninety (90) day period.
- J. No cooking facilities shall be permitted in any of the guest rooms.
- K. Sign on premises advertising for any bed and breakfast inn located in any residential zone shall be limited to one wall sign not more than four square feet in area. The content of any such sign shall be limited to identifying not more than the name and address of the facility. No sign shall be illuminated. Placement and material of the sign shall be reviewed planning commission.
- L. Kitchen use to prepare meals served to overnight guests shall meet all Health Department standards and any required permits to be issued by the Health Department.
- M. In no way shall the appearance of the structure be so altered that the structure may be reasonably recognized as a service of non-residential use.
- N. Other than uses as a bed and breakfast inn, no non-residential use shall be permitted on subject property.
- O. A city business license shall be obtained and maintained by the owners.
- P. The bed and breakfast inn shall meet all other standards of underlying zone.

SECTION 4. Except as hereby specifically amended, all other terms and provisions of Chapters 17.08 and 17.20 of Title 17 of the Bishop Municipal Code shall remain in full force and effect. Ordinance No. 424 of the City of Bishop is hereby amended to the extent that it is inconsistent herewith; however except as hereby specifically amended, all other terms and provisions or Ordinance No.424 shall remain in full force and effect.

SECTION 5. This ordinance shall be in full force and effect thirty (30) days from and after its passage and adoption.

SECTION 6. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published in the manner and form provided by law in the Inyo Register, a newspaper of general circulation printed and published in the City of Bishop, State of California which said newspaper is hereby designated for that purpose.

PASSED, APPROVED AND ADOPTED this ____ day of ____, 2013.

LAURA SMITH, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: _____
Robin Picken, Assistant City Clerk

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KAC*

SUBJECT: **RESOLUTION NO. 13-09 Appropriating fund balances pursuant to Article XIII B of the California Constitution (Proposition 4)**

DATE: JUNE 24, 2013

Attachments:

- Resolution No. 13-09
- California Department of Finance Price and Population Information

BACKGROUND/SUMMARY

Proposition 4 sets the amount of certain tax revenues the City can collect. Each year the City of Bishop is required to reserve unappropriated funds for uses as determined in future years. Changes to population totals used to calculate our appropriations limit formula are based on housing units added or lost during calendar year 2012.

Attached for Council review is Resolution 13-09 which appropriates certain fund balances for future use.

RECOMMENDATION

Review Resolution No. 13-09 and consider action to adopt by title only.

RESOLUTION NO. 13-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, APPROPRIATING FUND BALANCES PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION (PROPOSITION 4)

WHEREAS, at the November 1979 General Election, the people of the State of California enacted Article XIII B of the California Constitution (Gann Initiative or Proposition 4); and

WHEREAS, this article provides for an appropriations limit for each local agency in the State; and

WHEREAS, it is the intention of the City Council to appropriate all fund balances as of June 30, 2013, to reserves for future years expenditures; and

WHEREAS, it is the intention of the City Council to appropriate all unappropriated revenues received during the 2012-2013 fiscal year to the extent allowed under Article XIII B of the California Constitution;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Bishop finds and determines that the unreserved fund balances of June 30, 2013, in the General Fund, Gas Tax Fund, Sewer Fund, Water Fund, Traffic Safety Fund and the Sunrise Mobile Home Park Fund be designated to the reserves for future year expenditures.

PASSED, APPROVED AND ADOPTED this 24th day of June 2013.

LAURA SMITH, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: _____
Robin Picken, Assistant City Clerk

APR 29 2013

CITY OF BISHOP



EDMUND G. BROWN JR. • GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

May 2013

Dear Fiscal Officer:

Subject: Price and Population Information

Appropriations Limit

The California Revenue and Taxation Code, section 2227, mandates the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2013, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2013-14. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2013-14 appropriations limit. Attachment B provides city and unincorporated county population percentage change. Attachment C provides population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. Consult the Revenue and Taxation Code section 2228 for further information regarding the appropriations limit. Article XIII B, section 9(C), of the State Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website:
<http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this issue should be referred to their respective county for clarification, or to their legal representation, or to the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2013.**

Please Note: Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

ANA J. MATOSANTOS
Director
By:

MICHAEL COHEN
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2013-14 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2013-14	5.12

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2013-14 appropriation limit.

2013-14:

Per Capita Cost of Living Change = 5.12 percent
 Population Change = 0.79 percent

Per Capita Cost of Living converted to a ratio: $\frac{5.12 + 100}{100} = 1.0512$

Population converted to a ratio: $\frac{0.79 + 100}{100} = 1.0079$

Calculation of factor for FY 2013-14: $1.0512 \times 1.0079 = 1.0595$

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2012 to January 1, 2013 and Total Population, January 1, 2013

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2012-2013	1-1-12	1-1-13	1-1-2013
Inyo				
Bishop	0.03	3,876	3,877	3,877
Unincorporated	0.22	14,555	14,587	14,696
County Total	0.18	18,431	18,464	18,573

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

**SUBJECT: Post No Parking at Designated Locations for July 4, 2013 –
Fire Department**

DATE: June 24, 2013

Attachments:

- Staff Memo
- Map of the Area

BACKGROUND/SUMMARY

Fire Chief Ray Seguine is requesting Council's consideration to post "No Parking" on both sides of the street for Spruce Street from Wye Road to East Yaney, on both sides of the street for East Yaney Street from Spruce to Hanby, on both sides of the street for Hanby from East Yaney to East Pine, and on both sides of the street for East Line Street from the canal to Johnston Drive on July 4, 2013 from 6:00 AM to 10:00 PM.

The consideration is in an effort to improve safety and prevent spent firework waste.

Bishop Police will be asked to enforce the no parking request.

RECOMMENDATION

Council consideration to post "No Parking" on both sides of the street for Spruce Street from Wye Road to East Yaney, on both sides of the street for East Yaney Street from Spruce to Hanby, on both sides of the street for Hanby from East Yaney to East Pine, and on both sides of the street for East Line Street from the canal to Johnston Drive on July 4, 2013 from 6:00 AM to 10:00 PM.



BISHOP FIRE DEPARTMENT

P.O. Box 1236, Bishop, CA 93515

(760) 873-5485

Ray G. Seguine, Fire Chief

Memo

To: Mr. Keith Caldwell, City Administrator *KSC*

From: Ray Seguine, Fire Chief

CC:

Date: 6/18/2013

Re: Posting No Parking

Mr. Caldwell,

In effort to improve safety and also to prevent spent firework waste on City Streets. I'm requesting that we post no parking on Spruce Street both sides, East Yeany St from Spruce to Hanby both side and Hanby from East Yaney St. to East Pine Street both sides, also East Line from canal to Johnston Drive. on 4th of July, starting at 06:00 to 22:00 hrs.

In the past a large numbers of vehicles, park along these area to view the fireworks show and shot their personal fireworks off in the street leaving a mess with no regard for traffic. Also due to brush in proximity to these streets it also becomes a fire hazard. Justification for this is to improve safety along these Street do to the Fireworks show, both for traffic and pedestrian. California Health and Safety Code: 12510 Fire Nuisance, Fire Codes 105.6.30, 105.6.32 open Burning Open and open Flames and Candles. Section 310.7 Burning Objects.

With permission, at the June 24th City Council Meeting, I would like to request the City Council allow us to post no parking along street listed above for the reason mention above.

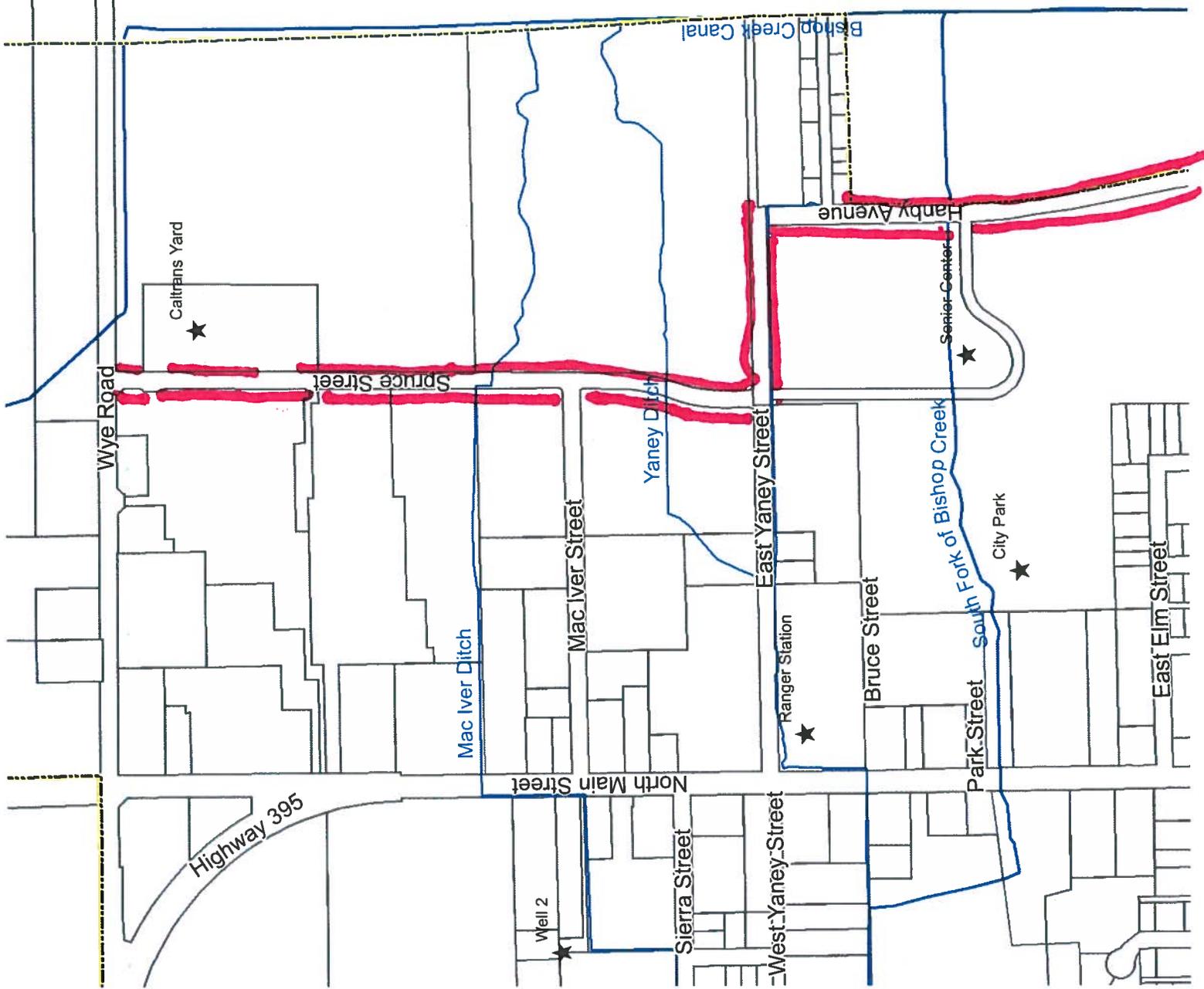
Please see attachments.

Thank You

Copy:

File

11 = No Parkings
06:00 - 22:00



TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

SUBJECT: SCADA Contract Amendment 5

DATE: June 24, 2013

Attachments:

Staff Memo
Draft Contract Amendment 5
Scope of Work
Probable Cost – Not to Exceed Amount

BACKGROUND/SUMMARY

Director Grah provides a summary of the Supervisory Control and Data Acquisition (SCADA) system which automates the monitoring and control of the water and sewer systems. Amendment 5 provides for implementing SCADA for sludge transfer.

Director Grah provides an explanation of cost and updated work associated with the project.

Cost of Amendment 5 is a not-to-exceed amount of \$28,471, bringing the total cost of the project to a not-to-exceed contract cost of \$238,625. Funds will be allocated from the Sewer Capital Improvements budget.

RECOMMENDATION

Council consideration to approve the execution of Amendment 5 to the contract with Stantec for the SCADA project with a not-to-exceed amount for the total project of \$238,625.



To: Keith Caldwell, City Administrator *KSC*
From: David Grah, Director of Public Works *David Grah*
Subject: SCADA Contract Amendment 5
Date: 18 June 2013
Previous: 7 June 2012, 1 November 2011, 20 October 2010, 31 August 2010,
2 March 2010, 3 September 2009
Funding: Sewer Capital Improvements, 002-051-56027

General:

The fifth amendment to the SCADA contract with Stantec Incorporated for implementing SCADA for sludge transfer is ready to be executed.

Background:

Supervisory Control and Data Acquisition (SCADA) automates the monitoring and control of the water and sewer systems. In the few years that SCADA has been in place, it has become an indispensable tool for operating the city's water and sewer systems.

In March 2010 the city entered a contract with Ecologic to implement SCADA for its water system. Ecologic was subsequently acquired by Stantec Incorporated and work under the contract continued with Stantec. The original contract has been amended four times as SCADA has been implemented more widely in the water and sewer systems. The scope of the amendments are within the overall scope of the original contract.

The 2008 Sewer Master Plan identified the need to automate the transfer of sludge at the wastewater treatment plant to the digesters. The sludge must be transferred from the clarifiers, where it is settled from the wastewater flow, to the digesters, as part of the treatment process.

Currently the sludge transfer is done twice a day by Public Works staff. Ideally the transfer process would be done in small amounts throughout the day and night. Without automation, this ideal process is not practical.

Since the 2008 Master Plan first documented the need for the project, we have planning a Automated Sludge Transfer project. The project had been anticipated for the 2015/2016 fiscal year at a cost of \$200,000.

As work has progressed with SCADA and Headworks project, a cheaper but effective approach to automating sludge transfer was identified. The sludge transfer project can be implemented cheaply by expanding SCADA to handle sludge transfer and by installing sludge valve actuators controlled by SCADA.

The attached amendment to the SCADA contract with Stantec has been drafted for the work.

Costs and Funding:

The cost of the SCADA work included in the draft amendment is \$28,471. The cost of the installation of the valve actuators is about \$17,000.

Funds for this cheaper Automated Sludge Transfer were intended to be included in the April budget update for the 2013/2014 fiscal year. Unfortunately we used the wrong sewer Capital Improvement project list for that update:

Wrong List

Project	Cost
Effluent Recirculation	\$30,000
Pond 1 Manifold	\$30,000
Trunk Replacement	\$350,000
Total	\$410,000

Right List

Project	Cost
Clean Digester	\$45,000
Trunk Replacement	\$600,000
Automated Sludge Transfer	\$50,000
Total	\$695,000

Also, two expenditures included in the 2012/2013 budget appear that they won't be spent until after 1 July, the start of the 2013/2014 fiscal year. Those expenditures are for the payment to the Eastern Sierra Community Services District for the monitoring well and payment for the grit equipment that should be installed to complete the Headworks project soon.

The sewer cash balance is currently about \$748,000. Typically the balance goes up by about \$300,000 in July due to customers that pay for the year. The current cash balance is higher than it was a year ago.

Sewer Capital Improvement expenditures are budgeted in line item 002-051-56027. The cost of the original contract and amendments 1 through 4 is \$210,154.

Recommendation:

Approve the execution of Amendment 5 to the contract with Stantec for the Bishop SCADA project with a new not-to-exceed amount for the contract of \$238,625.



Contract Amendment 5
Bishop SCADA Project

1. This is an amendment to the contract between Stantec Consulting Services and the City of Bishop executed 8 March 2010. The original contract was with Ecologic Engineering Incorporated. Stantec acquired Ecologic and the contract was assigned to Stantec 4 October 2010.
2. The scope of the work and the associated estimated cost covered by this amendment is shown on the attached "City of Bishop SCADA contract amendment No.5" document dated XX June 2013.
3. The not-to-exceed cost for the work covered by this amendment is \$28,471 bringing the total not-to-exceed amount for the contract to \$238,625.
4. Work under this amendment is expected to be complete by 1 November 2013 and the term of the contract is extended to 31 December 2013.

Agreed:

City of Bishop
By:

Stantec
By:

Keith Caldwell
City Administrator

Date

Date



Stantec

Stantec Consulting Services Inc.
3875 Atherton Road
Rocklin CA 95765
Tel: (916) 773-8100

June, 10, 2012

**City of Bishop
Attn: David Grah
Director of Public Works
377 West Line Street
Bishop, CA 93514**

RE: City of Bishop Water System SCADA contract amendment No.5

The purpose of this amendment is to include additional scope of work to the Water System SCADA project. This work will include the electrical design and SCADA integration to fully automate the sludge wasting process at the wastewater treatment plant. The outline presented below details our approach to this project. The attached Opinion of Probable Cost details the effort associated with each task included in this amendment.

TASK 1, SITE VISIT AND PRILIMINARY DESIGN MEETING/DISCUSSION

- In our opinion, it is crucial to meet on site with City staff to evaluate the available options to complete this project. Our initial thought on the best approach to this project is to install a small local control panel in the sludge pump building. This panel would contain a PLC and connect to the existing control panel in the boiler room via Ethernet. We believe that the cost of installing this new panel is comparable to the cost of necessary modifications to the existing panel and running Inputs and outputs (IO) from the sludge pump building to the boiler room. This new panel would connect to the five new motor actuators for sludge wasting control and the two existing sludge pumps. The total IO count for the Sludge Wasting control including a level transmitter for the sludge box is:
 - Sludge Valves
 - 15 – Discrete Inputs
 - In Remote X 5
 - Fully Open X 5
 - Fully Close X 5
 - 10 – Discrete Outputs
 - Open Command X 5
 - Closed Command X 5

- Sludge pumps
 - 6 – Discrete Inputs
 - In Auto X 2 (to the existing control panel)
 - Running X 2 (existing in the main control panel)
 - Failure X 2 (existing in the main control panel)
 - 2 – Discrete Outputs
 - Pump Call X 2 (from the existing control panel)
 - 1 - Analog Input - Sludge Box Level
- We anticipate the Sludge Pumps to operate based on the Sludge Box level. Pump start and stop setpoints will be provided as well as automatic alternation and failover controls in the event the lead pump should fail to run. The pumps will turn on at the desired start setpoint and pump the sump down to the desired stop setpoint. Alarms will be provided for pump failure as well as sump high and low alarms (If applicable). If we find that the existing level controls are functional and reliable, we may elect to use them to reduce cost of the project
- For the wasting control, we recommend a simple control strategy similar to that we have used successfully for other clients. Each clarifier will have a separate set of Wasting controls with the option to enable or disable a particular clarifier wasting as desired by the operators. A “Number of Wasting Cycles” setpoint will allow the operators to select the number of desired wasting cycles over a 24 hour period. These cycle times will be automatically calculated based on a starting time of midnight. The duration of the cycles will be adjustable and will continue cyclically each day until disabled. The difference of your system to those of others we have done is the need to open multiple valves. Because of the limited power available, we will open each valve in sequence until all the valves of the particular clarifier are open to begin the wasting cycle and revers this operation to end the cycle. Because of the importance of the valves in this control system, each valve will have independent “fail to open” and “fail to close” as well as “not in remote” alarms. If a valve is left “not in remote” (i.e. for maintenance) the control system will ignore the valve and move on to the next valve in the sequence.

TASK 2, SYSTEM DESIGN AND INSTALLATION ASSISTANCE

- Once we have defined the particulars of how we will implement the project, drawings for the new control panel, if applicable, as well as elementary control diagrams for the modifications to the sludge pumps will be created. We will provide sketched drawings for the City to follow for installing power and control conduits to the new valve actuators and other equipment. Once the conduits are in place, we will pull in power and control wires to the actuators, modify the existing sludge pump controls and connect them to the new control panel as necessary. For the communication between the main control panel in the boiler room and the new panel in the sludge pump building, we intend to use the spare conduit that was installed as part of the headworks screening project.

TASK 3, CONTROL PANEL CONSTRUCTION AND MOTOR CONTROL MODIFICATIONS.

- If required, we will design and build a new control back panel for installation in the sludge pump building. We hope to be able to utilize the existing valve control panel enclosure for the new control work. Our opinion of probable cost is based on reusing this enclosure. If after our site visit and preliminary design meeting it is determined we cannot fit the new equipment in the existing panel. We will provide a part number to the City for procurement of a new properly sized enclosure.

TASK 4, PLC PROGRAMMING, SCADA GRAPHICS AND ALARMING

- We intend to add additional screens to the existing operator interface on the main control panel in the boiler room. These screens will give operators the ability to control and monitor both the sludge pump controls as well as all aspects of the wasting system. Because of the complexities and burden on the available memory of the existing controller, we intend to provide limited control via SCADA. We would like to keep the control of the sludge pumps local to the treatment plant as well as selection of the clarifier for wasting. All equipment will be monitored and logged at the corporation yard and all timing aspects of the wasting system will be accessible via SCADA. We can discuss this further and refine our scope if necessary after we visit the site and agree on the direction of the design.
- PLC programming and SCADA configuration will be completed under this task.

TASK 5, STARTUP TESTING AND TRAINING

- We will work with operation to completely test and debug the new wasting controls. This startup and testing exercise will be utilized to refine the controls and SCADA graphics as desired by the operators. This approach to startup and testing will give operator ample time at the helm of the new controls to become completely familiar with their operation.

The total cost for this Proposed Amendment is \$28,500 as presented in the attached Opinion of Probable Cost table.

We look forward to working with the City of Bishop to make this an enjoyable and positive experience for everyone involved.

Sincerely
STANTEC CONSULTING SERVICES INC.

Matt Boring/Project Manager

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KCC*

SUBJECT: **Purchase – Sludge Valve Actuators**

DATE: June 24, 2013

Attachments:

- Staff Memo

BACKGROUND/SUMMARY

Director Grah provides a basic summary of the process he used to secure bids for the sludge valve actuators.

Bay Valve provided the lowest responsive bid at \$16,155.19 not including tax and shipping.

Funds have been allocated from the Sewer Capital Improvements Budget.

RECOMMENDATION

Council consideration to approve the purchase of sludge valve actuators from Bay Valve for the Automated Sludge Transfer project.



To: Keith Caldwell, City Administrator
From: David Grah, Director of Public Works
Subject: Purchase Sludge Valve Actuators
Date: 18 June 2013
Previous: 18 June 2013 (related)
Funding: Sewer Capital Improvements, 002-051-56027

KSC
[Handwritten signature]

General:

Public Works proposes to purchase sludge valve actuators for the Automated Sludge Transfer project.

Background:

See my memo dated today and titled SCADA Contract Amendment 5 for background and budget information on this project.

The cheapest and best way to implement the mating sludge transfer was determined to be through an amendment to the SCADA contract with Stantec and the installation of sludge valve actuators to be controlled by SCADA.

Because of the specialized nature of wastewater equipment including the sludge valve actuators, it was not practical to develop a typical Request for Bids for the purchase and installation of the actuators. Instead, three firms known to be able to provide and install actuators were contacted for quotes for actuators capable of operating the sludge valves at the wastewater treatment plant and compatible with SCADA. One firm, Flowserve, did not respond after repeated contacts. The two quotes received were:

Firm	Location	Quote
Bay Valve	Benicia California	\$16,155.19
Rotork Controls	Petaluma California	\$37,496.00

Bay Valve's low quote meets the intent of the project. It does not appear that tax and shipping is included in Bay Valve's quote. Contracting preferences is not a factor in determining the low quote.

Recommendation:

Approve the purchase of valve actuators from Bay Valve based on their quote for the Automated Sludge Transfer project.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR KSC

SUBJECT: Purchase Emergency Water Main Repair Parts

DATE: June 24, 2013

Attachments:

- Staff Memo

BACKGROUND/SUMMARY

Director Grah summarized the need to maintain an inventory of emergency water main supply parts.

The City advertised for bids on May 30th and received one bid. A local vender Western Nevada Supply provided a responsive bid totaling \$13,409.80 plus tax.

RECOMMENDATION

Council consideration to approve the purchase of Emergency Water Main Repair Parts from Western Nevada Supply for \$13,409.80 plus tax and authorize the necessary budget adjustments in funding for Water - Special Department Supplies.



To: Keith Caldwell, City Administrator
From: David Grah, Director of Public Works
Subject: Purchase Emergency Water Main Repair Parts
Date: 18 June 2013
Previous: 18 May 2013
Funding: Water Special Department Supplies

KE *David Grah*

General:

Public Works proposes to purchase Emergency Water Main Repair Parts based on the one bid received.

Background:

To make emergency repairs of the various sized water lines in the city, a variety of parts are needed. To make repairs as quickly as possible, and so as not to rely on suppliers that may not be able to justify a large inventory of parts that are rarely used, a stock of commonly needed parts should be kept in the city's inventory.

An advertisement for the parts was released on 30 May with bids due 13 June. One bid from Western Nevada Supply was received. Their \$13,409.80 bid, not including tax, was determined to be responsive.

As noted in the 15 May memo for advertising the parts for bid, funds for this purchase were not budgeted but the water cash balance is about \$1.3 million.

Recommendation:

Approve the purchase of Emergency Water Main Repair Parts from Western Nevada Supply based on their bid and authorize the necessary budget adjustments.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

SUBJECT: **BUDGET ADJUSTMENTS/TRANSFERS FY 2012-2013**

DATE: June 24, 2013

ATTACHMENTS:

- Finance Department Memorandum

BACKGROUND/SUMMARY

Attached is a Budget Adjustments/Transfers Report for Fiscal Year 2012-2013 through May 31, 2013 prepared by Assistant Finance Director Cheryl Solesbee. Action to approve the transactions will bring the listed accounts into reconciliation with expenditures for that period.

RECOMMENDATION

Council consideration to take action to approve the budget adjustments and transfers for Fiscal Year 2012-2013 through May 31, 2013 as presented.

TO: City Council/City Administrator
 FROM: Cheryl Solesbee, Assistant Finance Director
 DATE: June 24, 2013
 SUBJECT: Budget Adjustments/Transfers

The following are budget adjustments and transfers which would bring the listed accounts into reconciliation with expenditures through May 31, 2013.

BUDGET ADJUSTMENT AS FOLLOWS:
From Unbudgeted Reserves

FUND	AMOUNT	TO FUND/DEPT	AMOUNT
General Fund	\$31,633	City Council	
Unassigned Fund Balance		001-010-52015	\$ 4,500
001-20405-000		Prof/tech svcs	
		Note: Burke, Wllkms & Sorenson and Bristlecone Media	
		Adm	
		001-011-51001	\$ 18,500
		Full-time Salaries	
		Note: Payout for accrued leave	
		Legal Services	
		001-014-52015	\$ 7,007
		Prof/tech svcs	
		Note: Burke, Wllmsn	
		Labor Attorneys	
		001-014-55040	\$ 1,626
		Litigation Services	
		Note: Peter Tracy Services	
Gas Tax Fund	\$ 7,024	003-030-51001	\$ 6,520
		Salaries/Full-time	
		Note: Original budget was less because of uncertainty in State allocation	
		003-030-51010	\$ 504
		Workers Comp	

FUND	AMOUNT	TO FUND/DEPT	AMOUNT
COPS	\$ 3,000	033-033-51003 Reserve Part-time	\$ 3,000
GIS GRANT	\$ 100	GIS GRANT 039-000-55026 Contract Services	\$ 100

<u>Department Line Item</u>	To	<u>Department Line Item</u>	
Administration			
001-011-51008	\$ 1,484	001-011-51007	\$ 800
Dental Ins		Health Ins	
		001-011-51011	\$ 184
		Medicare Tax	
		001-011-52014	\$ 300
		Meetings, Travel	
		001-011-53022	\$ 200
		Office Equipment Oper	
Finance			
001-012-51004	\$ 4,027	001-012-51001	\$ 3,623
Overtime		Salaries full-time	
		001-012-51008	\$ 104
		Dental Ins	
		001-012-52012	\$ 300
		Office Supplies	
001-012-51025	\$ 1,400	001-012-52015	\$ 1,400
Retiree Hlth Ins		Prof/tech svcs	
Bldgs & Grounds			
001-016-52018	\$ 123	001-016-52015	\$ 54
Spec Dept Supplies		Prf/tech svcs	
		001-016-52017	\$ 27
		Waste Fees	

<u>Department Line Item</u>		To		<u>Department Line Item</u>	
				001-016-52011	\$ 42
				Adv/printing	
Elections				001-018-52013	\$ 200
001-018-52012	\$	200		Communications	
Office, Supplies					
Fire Dept				001-021-51002	\$ 114
001-021-51007	\$	607		Salaries Part-time	
Health Ins				001-021-51008	\$ 50
				Dental Ins	
				001-021-51009	\$ 443
				PERS	
Police Dept				001-020-52018	\$ 2,000
001-020-52015	\$	2,000		Spec Dept Supplies	
Prof/tech Svcs					
Street Maintenance				001-023-55024	\$ 1,063
001-023-52018	\$	1,063		Rentals-Refunds	
Spec Dept Supplies					
Parks Dept				001-031-51001	\$ 6,884
001-031-51022	\$	6,884		Salaries/Full-time	
PARS System				001-031-53022	\$ 306
001-031-51046	\$	306		Office Equip Oper	
OPEB					
Planning				001-034-51002	\$ 100
001-034-51001	\$	100		Salaries/Part-time	
Salaries/Part-time					
Sewer Fund				002-051-51002	\$ 16
002-051-51001	\$	16		Salaries/Part-time	
Salaries/Full-time					

<u>Department Line Item</u>	To	<u>Department Line Item</u>	
002-051-52010 Heat, Light, Power	\$ 1,550	002-051-53020 Vehicle Operation	\$ 1,550
002-051-52015 Prof/Tech Svcs	\$ 1,550	002-051-53020 Vehicle Operations	\$ 1,550
002-051-56027 Capital Improvement	\$ 2,500	002-051-52018 Spec Dept Supplies	\$ 2,500
Gas Tax Fund 003-030-51022 PARS	\$ 1,691	003-030-51022 PERS	\$ 1,691
003-030-51018 Duty time	\$ 100	003-030-51011 Medicare Tax	\$ 100
003-030-51002 Salaries/Part-time	\$ 1,622	003-030-51007 Health Ins	\$ 1,479
Water Fund 004-050-51007 Health Ins	\$ 5,411	003-030-51008 Dental Insurance	\$ 143
		004-050-51001 Salaries/Full-time	\$ 4,640
		004-050-51002 Salaries/Part-time	\$ 31
		004-050-51008 Dental Insurance	\$ 740
004-050-52010 Heat, Light, Power	\$ 1,750	004-050-53020 Vehicle Operations	\$ 1,000
		004-050-52014 Travel	\$ 750
004-050-52015 Prof/tech services	\$ 1,000	004-050-53020 Vehicle Operations	\$ 1,000

<u>Department Line Item</u>		To		<u>Department Line Item</u>	
TUT Fund					
010-000-51009	\$	7,000		010-000-51010	\$ 5,500
PERS				Workers Comp	
				010-000-51011	\$ 1,000
				Medicare Tax	
				010-000-51017	\$ 500
				FICA	
SMHP Fund				012-095-51007	\$ 1,702
012-095-51002	\$	1,702		Health Ins	
Salaries/part-time				012-095-51009	\$ 3,226
012-095-52016	\$	4,635		PERS	
Insurance				012-095-51010	\$ 1,108
				Workers Comp	
				012-095-51011	\$ 301
				Medicare Tax	
012-095-51021	\$	2,500		012-095-51022	\$ 2,500
Utilities				PARS	