



CITY OF BISHOP

CITY COUNCIL MEETING AGENDA

Monday, May 23, 2011

7:00 p.m.

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

NOTICE TO THE PUBLIC

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk 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. (28 CFR 13.102-35.104 ADA Title II).

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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.

DEPARTMENT HEAD REPORTS

- (1) Updates on department activities will be given by the Department Heads.
 - A. Assistant City Administrator / Community Services Director
 - B. Fire Chief
 - C. Police Chief
 - D. Public Works Director/City Engineer
 - E. City Administrator

CONSENT CALENDAR

(2)

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

FOR APPROVAL AND FILING

Minutes

- (a) Study Session Meeting – 5/9/11
- (b) Council Meeting – 5/9/11
- (c) Personnel Status Change Report
- (d) Investment Portfolio – 3/11
- (e) Investment Portfolio – 4/11
- (f) Warrant Register – 4/11

FOR INFORMATION AND FILING

- | | |
|---------|--|
| Agendas | (g) Parks and Recreation Commission – 5/18/11 |
| Minutes | (h) Water and Sewer Commission – 3/15/121 |
| Reports | (i) Patrol Statistics April/May 2010 / April/May 2011 – Police Dept. |

PUBLIC HEARING

- (3) Submittal of State CDBG Grant Applications – A public hearing will be held to receive comments from the public on the City of Bishop application for \$140,000 in grant funding under the State Community Development Block Grant (CDBG) Planning and Technical Assistance (General Allocation and/or Economic Development) Program – Administration.
- (4) Environmental Review – 336 Hammond Street - A public hearing will be held to hear and consider citizen input on an Initial Study and a Draft Negative Declaration to allow Steven White to operate a woodworking shop and set aside the commercial parking requirements for a commercial occupancy, pursuant to Bishop Municipal Code, Chapter 17.48 at 366 Hammond Street which is located in a C-1 Zoning District (General Commercial and Retail) – Planning.

NEW BUSINESS

- (5) Consideration for the adoption of Resolution No. 11-04 – Approving an application for funding and the execution of a grant agreement and any amendments thereto from the Planning and Technical Assistance Allocation of the State Community Development Block Grant (CDBG) Program – Administration.
- (6) Consideration for adoption of the Negative Declaration and filing of a Notice of Determination to allow Steven White to operate a woodworking shop and set aside the commercial parking requirements for a commercial occupancy, pursuant to Bishop Municipal Code, Chapter 17.48 at 366 Hammond Street which is located in a C-1 Zoning District (General Commercial and Retail) – Planning.
- (7) Consideration of recommendation regarding DWP Land Releases (Hanby/Home Streets) – Administration.
- (8) Consideration to waive the formal bid procedures for auditor services proposal for Fiscal Year ending June 2011 – Administration.
- (9) Consideration for the approval of the contract with the 18th District Agricultural Association/Eastern Sierra Tri-County Fairgrounds for the 2011 City of Bishop Fire Department Destruction Derby and authorization for the Fire Chief to execute the agreement – Administration.

COUNCIL REPORTS

CLOSED SESSION

- (10) PERSONNEL – Pursuant to Government Code Section 54957, the City Council will meet in closed session to conduct Public Employee Performance Evaluations – Title: City Administrator.

REPORT ON CLOSED SESSION AS REQUIRED BY LAW

Bishop City Council Agenda
May 23, 2011

ADJOURNMENT - June 3, 2011 – 9:00 a.m. Council/Staff Retreat (Executive Conference Room)
June 7, 2011 – Department Head Annual Evaluations (Executive Conference Room)
June 13, 2011 – 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting
Regularly scheduled meetings will be held in the City Council Chambers, 301 West Line Street, Bishop.



CITY OF BISHOP

CITY COUNCIL STUDY SESSION AGENDA

Monday, May 23, 2011

4:00 p.m.

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

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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.

SCHEDULED DISCUSSION

1. Sunrise Mobile Home Park Workshop
2. Recommendation regarding DWP Land Releases (Hanby/Home Streets)
3. Planning Commission – resignation and upcoming term expiration – Direction to staff for filling 2 positions.
4. Joint Meeting Council/Planning Commission Mobility Workshop – 7/26/11
5. Agenda format change - Mayor
6. Current 7:00 p.m. agenda items
7. Future agenda items
8. Agenda for Council/Staff Goals Retreat – June 3, 2011
9. Department Head Evaluation – June 7, 2011

DEPARTMENT HEAD REPORTS

1. Assistant City Administrator / Community Services Director
2. Fire Chief
3. Police Chief
4. Public Works Director/City Engineer
5. City Administrator

DISCUSSION

1. Councilmember Ellis
2. Councilmember Cullen
3. Councilmember Griffiths
4. Mayor Pro Tem Stottlemyre
5. Mayor Smith

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

TO: CITY COUNCIL

From: James M. Southworth, City Administrator

DATE: May 23, 2011

AGENDA Study Session Topic: DWP Land Releases and Sale
SUBJECT: (Hanby parcel and 789 Home Street)

Discussion: 5/9/11, 2/14/11, 7/26/10

First Reading: n/a

Budget/Source n/a

Attachments:

1. "Possible Land Divestment, Bishop City Border" map (5/2/11)
2. "City of Bishop" map (7/26/10)
3. LADWP Letter: *Sale of surplus Property and Record of Survey (789 Home St.)*

Background/Discussion:

At the May 9 Study Session staff provided Council with an update on a meeting with LADWP staff and County staff regarding releases under the Inyo County- LADWP Agreement and other releases.

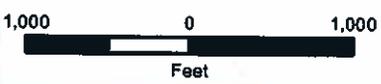
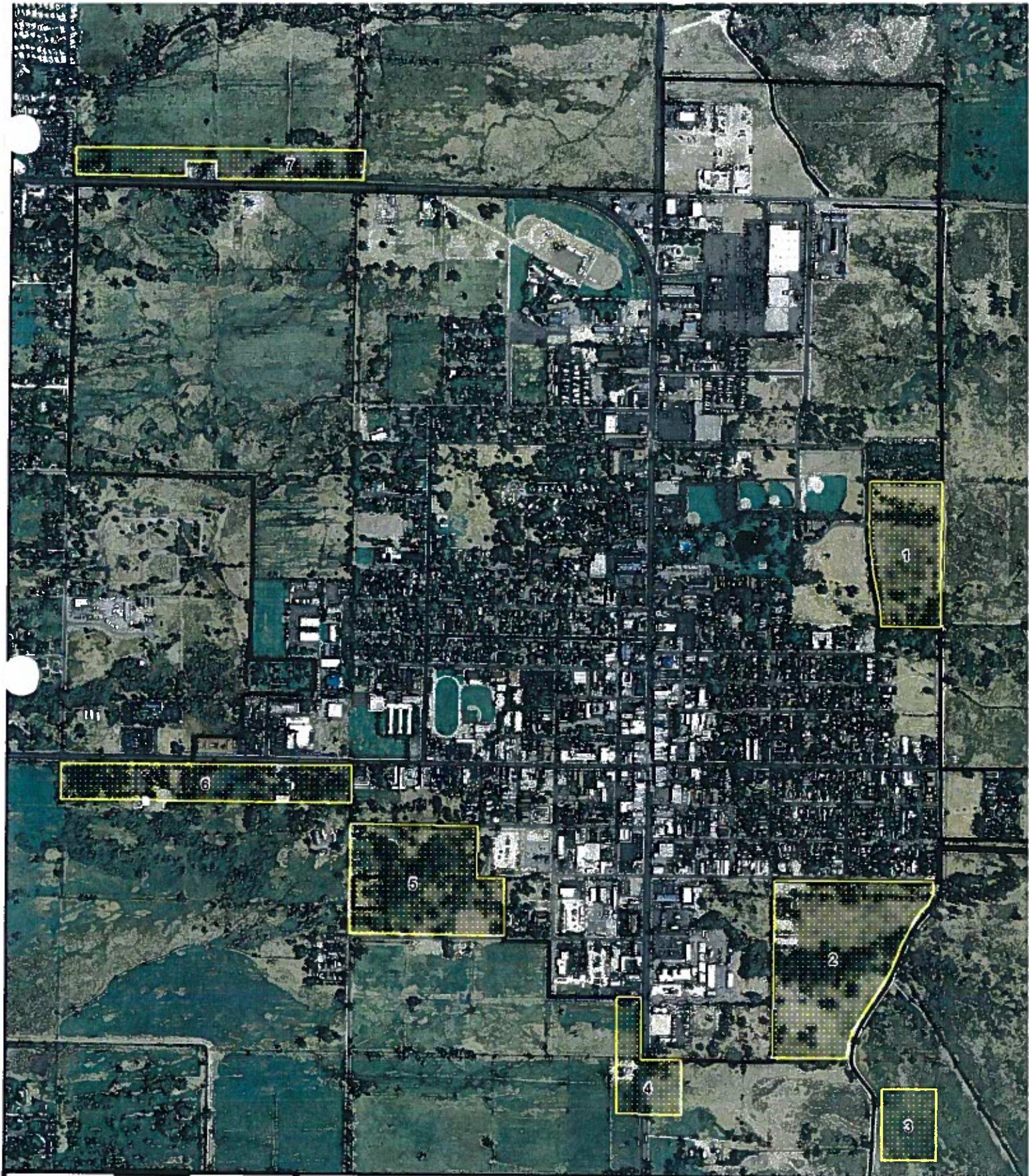
A major point of the LADWP/County/City staff meeting concerned the Inyo-DWP Agreement for the release of various parcels totaling 75 acres, and in particular, questions concerning the Hanby parcel. Both DWP and Inyo County requested that the City provide specific input regarding the Hanby parcel.

Also, staff has reviewed the proposed Sale of Surplus Property and Record of Survey (789 Home Street - Bishop Nursery). There is no objection to the proposed sale.

Recommendation:

1. Review questions regarding release of the Hanby parcel.
2. Review staff information (oral) for sale of property at 789 Home St.
3. Discuss any other release questions.

NOTE: Follow-up action might be taken later at the Regular Meeting, 7:00 PM, May 23, 2011.



- Possible Land Divestment
- Bishop City Border

Town	ID_Name	Approx_Ac
Bishop	1	Approx 19 Ac
Bishop	2	Approx 40 Ac
Bishop	3	Approx 7 Ac
Bishop	4	Approx 10 Ac
Bishop	5	Approx 30 Ac
Bishop	6	Approx 21 Ac

City of Bishop

Property Identified
Under 75 Acre
Commitment

 1 Parcel

Leased
Property

 41 Parcels

Vacant
Property

 13 Parcels

City Limits 





ANTONIO R. VILLARAIGOSA
Mayor

Commission
THOMAS S. SAYLES, *President*
ERIC HOLOMAN, *Vice-President*
CHRISTINA E. NOONAN
JONATHAN PARFREY
BARBARA E. MOSCHOS, *Secretary*

RECEIVED
RONALD D. NICHOLS
General Manager

APR 22 2011

CITY OF BISHOP

April 19, 2011

Mr. James Southworth
City Administrator
City of Bishop
P.O. Box 1236
Bishop, California 93515-1236

Dear Mr. Southworth:

Subject: Sale of Surplus Property and Record of Survey

The Los Angeles Department of Water and Power (LADWP) is preparing to sell at auction a parcel of surplus City of Los Angeles-owned land in the city of Bishop located at 789 Home Street and presently occupied by Bishop Nursery, Inc.

The subject property is part of a larger parcel and in order to move forward with the sale, LADWP will need to create a new legal parcel by setting monuments at the property corners and recording a Record of Survey Map. Enclosed for review is a map showing the proposed sale area. As the local agency having jurisdiction over this parcel, please notify our office, at the address below, if the City of Bishop has any issues or concerns over the creation of this parcel.

In addition, pursuant to the provisions of Sections 54220 through 54232 of the Government Code, LADWP would appreciate your reviewing the subject property and advising us by June 15, 2011, at the address noted below, whether your organization is interested in purchasing the property.

If we have not received a response from you by June 15, 2011, we will assume that you have no interest in this property and that you will have no objections to it being offered for sale at public auction.

Any comments, recommendations, or objections regarding this proposed sale should be sent to our office at 300 Mandich Street, Bishop, California 93514-3449, attention Real Estate, or you can contact Mr. Scott Cimino, of my staff, at (760) 873-0369.

Sincerely,

Clarence E. Martin
Assistant Aqueduct Manager

Enclosure

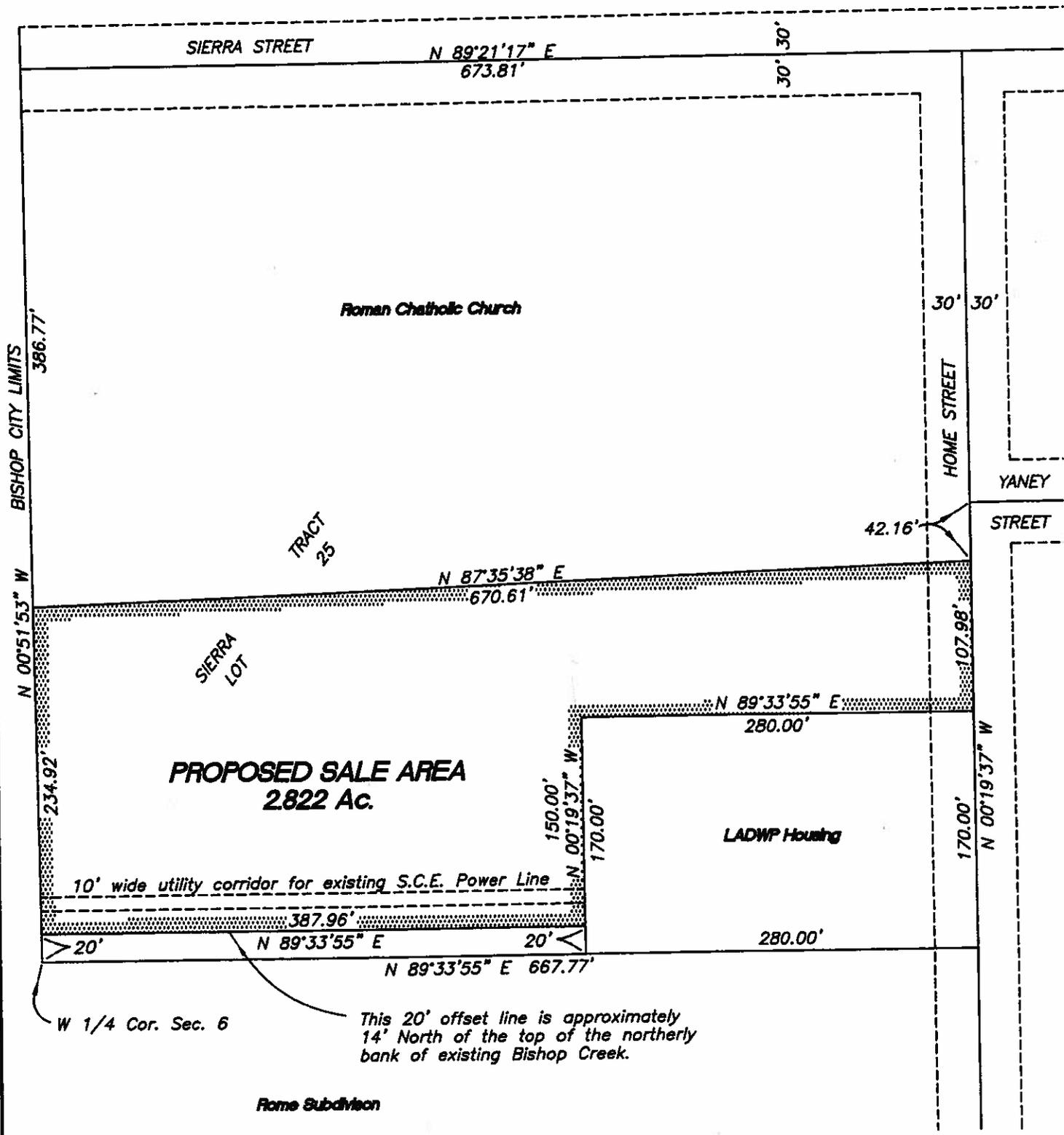
SC:rjm

c: Mr. Scott Cimino
Real Estate

Water and Power Conservation . . . a way of life

□ Bishop, California mailing address: 300 Mandich Street • Bishop, CA 93514-3449 • Telephone: (760) 873-0208 • Fax (760) 873-0266
111 North Hope Street, Los Angeles, CA 90012-2607 • □ Mailing address: Box 51111 • Los Angeles, CA 90051-0100
Telephone: (213) 367-4211 • Cable address: DEWAPOLA

**CITY OF BISHOP
 PORTION OF LOT 25 SIERRA TRACT
 SEC. 6, T. 7 S., R. 33 E., M.D.M.**



Rome Subdivision

TO: CITY COUNCIL

FROM: DENISE GILLESPIE, ASSISTANT CITY CLERK *dg*

**SUBJECT: UNSCHEDULED VACANCY / UPCOMING TERM EXPIRATION
PLANNING COMMISSION**

DATE: May 23, 2011

Attachments: Resignation notification – Bloom
List of term expirations
Council Procedures for Filling Commission Vacancies

BACKGROUND/SUMMARY

David Bloom recently resigned from the Planning Commission creating an unscheduled vacancy on the commission with a term expiration of January 24, 2014.

At the first meeting in July, Council will be asked for direction on the upcoming term expiration on September 11 for Robert Lowthorp. It takes approximately 2 ½ months to complete the process with advertising and interviews. In the past 2-3 advertisements for Planning Commission no new applications were received and incumbents were reappointed. Older applications go back to March 2010.

RECOMMENDATION

Discuss options for filling the unscheduled vacancy and determine if the upcoming expiring term should be included in the same process.

City Clerk

From: Michele Thomas [mthomas@ca-bishop.us]
Sent: Monday, May 16, 2011 8:56 AM
To: 'City Clerk'
Subject: FW: Leaving Planning Commission

Here is the electronic versus of David Bloom's resignation notice.

Michele Thomas

City of Bishop
Public Works Secretary
(760) 873-8458
www.ca-bishop.us

 Please consider the environment before printing this e-mail

From: david bloom [mailto:looking_92123@yahoo.com]
Sent: Friday, May 13, 2011 4:55 PM
To: mthomas@ca-bishop.us
Subject: Leaving Planning Commission

I regret to inform you that I'm leaving the Planning Commission. I have enjoyed working with everyone and have learned a great deal. Please be informed that I am resigning as of now.

Sincerely,

David Bloom

**CITY OF BISHOP
COMMISSIONS TERM LIST**

NAME	COMMISSION	TERM EXPIRATION DATE	REVIEW DATE	AGENDA APPOINTMENT DATE OPTIONS
Lowthorp, Robert	Planning	09/11/11	07/01/11	
Hallenbeck, Kellie	Parks	10/28/11	09/01/11	
Simpson, Barry	Parks	03/25/12	01/01/12	
McDermott, Cheryl	Parks	04/28/12	03/01/12	
Pecsi, Joe	Sewer/Water	11/08/12	09/01/12	
Mathieu, Patricia	Sewer/Water	11/08/12	09/01/12	
Underhill, Cheryl	Sewer/Water	11/08/12	09/01/12	
Gardner, Ted	Planning	04/09/13	02/01/13	
Crom, Frank	Planning	6/22/13	04/01/13	
Bloom, David	Planning	01/24/14	11/01/13	Resigned 5/16/11
Huntley, Shane	Planning	07/10/14	05/10/14	
Bhakta, Harry	Sewer/Water	11/08/14	09/01/14	
Cross, Forrest	Sewer/Water	11/08/14	09/01/14	
Hardy, Tom	Planning	11/26/14	09/01/14	
Cox, Donald Lee	Parks	12/11/14	10/01/14	
Weatherford, John	Parks	01/11/15	11/01/14	
Bhakta, David	Planning	01/27/15	12/01/14	

Parks and Recreation Commission: 5
 Planning Commission: 7
 Water and Sewer: 5
 Total: 17

Revised 5/18/11

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

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

Procedures received City Council approval on 11/8/99

TO: City Council

FROM: James M. Southworth, City Administrator 

DATE: May 23, 2011

AGENDA SUBJECT: Re-set date for Joint City Council - Planning Commission Mobility Workshop

Discussion: Various General Plan Updates
First Reading: n/a
Budget/Source: n/a

Attachments: 1. n/a

Background/Discussion:

A Joint City Council / Planning Commission meeting/workshop regarding the *Mobility Element* of the General Plan update had previously been scheduled the Study Session on July 25, 2011. However, it is anticipated that the Mobility Element Workshop will take up to two hours. Therefore it proposed that Special Joint Council-Planning Commission meeting be scheduled for Tuesday, July 26, from 5:00 PM to 7 PM. This would allow the Commission to hold its regular meeting at 7:00.

It is also noted that only four of the seven Commissioners will be present. However the joint meeting should be held to keep momentum going with the Mobility update.

At the Special Joint Meeting, there might be time for the City Council and Commission to discuss other matters. It is requested that Council consider Councilmember Stottlemyre's request regarding *Future agenda items*, excerpted from the Study Session Minutes of February 28, 2011:

Councilmember Stottlemyre requested a future agenda item be scheduled for discussion with the Planning Commission on the feasibility of the Commission conducting studies on the City's behalf on the following topics:

- 1. Compact parking within the City*
- 2. Tightening up the sign ordinances*
- 3. Potential direction signage for public parking lots*

Recommendation:

1. Consider proposed date for Joint City Council/Planning Commission Mobility Workshop.
2. Consider Councilmember Stottlemyre's request.

TO: City Council

FROM: James M. Southworth, City Administrator (for Laura Smith, Mayor)

DATE: May 23, 2011

AGENDA Study Session Topic: Agenda Procedures / Public Comment
SUBJECT:

Discussion: n/a
First Reading: n/a
Budget/Source n/a

Attachments: 1. n/a

Background/Discussion:

To assure an informed public participation process and the effective conduct of Council meetings, Mayor Smith wishes Council discussion on updating current agenda procedures¹ for "Public Comment" section. Considerations include:

- (1) Determining a reasonable length of time for a comment (three minutes),
- (2) Provide a written statement on agenda so citizens can be aware of agenda procedures prior to speaking, and
- (3) Identification for the public record.

Bishop agenda procedures reviewed and compared with those from a few other cities. A revision to our current procedure has been drafted for Council consideration (see attached). Regarding identification, the City Attorney has noted: *"So, I think that we should continue to ask for names and addresses. And I think we should continue to avoid putting addresses in the minutes. If anyone objects to providing their name or address, unless we are in a public evidentiary hearing, we should allow them to speak without further identifying themselves."* These procedural changes might be at the discretion of the Mayor.

Recommendation:

Discuss proposed agenda procedure revision.

¹ Agenda procedures are not generally provided for in the City Council Policy Manual, though Section A-1 provides that the City Council may review the Manual annually, and that any member of the City Council, or City Attorney, may introduce policies or revisions at other times. (10-12-76)

Current Agenda Procedure

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

Proposed Agenda Procedure

2. **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.

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. Requests for service from the City may also be made at City offices during regular business hours.

NOTE: Comments for all agenda items (are) (may be) limited (by the Mayor) to a speaking time of three minutes.

AGENDA PLANNING FOR UPCOMING MEETINGS

JUNE 3, 2011 COUNCIL/STAFF RETREAT

9:00 AM

JUNE 7, 2011 DEPARTMENT HEAD EVALUATIONS

8:00 a.m.

JUNE 13, 2011 MEETINGS – MEMOS DUE: Tues June 7 10 am

4:00 PM

- Nominations for 2nd Quarterly Citizen Award
- Discussion on pros and cons for consolidating the City's General Municipal Election with an Inyo County election. (Kammi Foote, Inyo County Clerk/Recorder and Peter Tracy, City Attorney)
- Street Vendor Permit Process

7:00 PM

- Presentation – Eagle Scout Giacomo Timbrello
- Award Church Street Water Line Project
- Request to go to bid for 30 SCBA's – Fire Department
- Resolution No. 11-04 – Appropriating fund balances pursuant to Article XIII B of the California Constitution (Proposition 4)
- Approval of Superior Court Lease Agreement – Keith Caldwell
- Consideration of the adoption of Resolution No. 11-05 – providing Workers' Compensation coverage for certain volunteers pursuant to the provisions of Section 3363.5 of the Labor Code – Administration/ Community Services Department

JUNE 18, 2011 – POLICE DEPARTMENT AUCTION

8:30 a.m. – 4:00 p.m.

JUNE 27, 2011 MEETINGS – MEMOS DUE: Tues June 21 10 am

4:00 PM

7:00 PM

- Presentation of City tile to Daniel Steinhagen retiring from IMACA after 18 years. Tentative

JULY 11, 2011 MEETINGS – MEMOS DUE: Tues July 5 10 am

4:00 PM

- Direction to staff for upcoming expiration of term for one position on the city's planning commission. (delete if combined with unscheduled vacancy on May 23rd)

7:00 PM

- RESOLUTION APPROVING APPLICATION FOR SUSTAINABLE COMMUNITIES PLANNING GRANT
- Award Bid for 30 SCBA's – Fire Department

JULY 25, 2011 MEETINGS – MEMOS DUE: Tues July 19 10 am

4:00 PM

7:00 PM

- Floodplain Management Regulations Ordinance – Introduction/First Reading

JULY 26, 2011 JOINT COUNCIL PLANNING COMM.

5:00 – 7:00 p.m.

- Joint meeting with Council and Planning Commission on Mobility Study

AUGUST 8, 2011 MEETINGS – MEMOS DUE: Tues Aug 2 10 am

4:00 PM

7:00 PM

- Floodplain Management Regulations Ordinance – Introduction/First Reading

AUGUST 22, 2011 MEETINGS – MEMOS DUE: Tues Aug 16 10 am

4:00 PM

7:00 PM

SEPT 12, 2011 MEETINGS – MEMOS DUE: Tues Sept 6 10 am

4:00 PM

7:00 PM

SEPT 26, 2011 MEETINGS – MEMOS DUE: Tues Sept 20 10 am

4:00 PM

7:00 PM



CITY OF BISHOP COUNCIL/STAFF GOALS RETREAT AGENDA

Friday, June 3, 2011
9:00 a.m. – 3:00 p.m.
Executive Conference Room
377 West Line Street
Bishop, California 93514

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1. **ROLL CALL**

2. **PUBLIC COMMENT**

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

3. **Welcome; Agenda Review**

- A. Set ground rules and process for today's Retreat
- B. Main outcomes expected from today's Retreat (Council and Staff Responses)
- C. Brief review of annual accomplishments (Each Director, 2-4 items)

4. **Team-Building**

- A. Eight questions that never go out of style
- B. Governance leadership and teambuilding
- C. *Covey's Importance/Urgent Matrix*

5. **Resources & Budget Planning**

- A. 2010/11 and 2011/12 Financial Resources / Budget

6. Review and Discussion of Responses

- A. What is the purpose of the City?
- B. What do you want Bishop to look like in 5 to 10 years?
- C. Top things to accomplish in next 4 to 6 years
- D. Top things to accomplish in next 12 to 18 months

7. Next Steps & Council Direction

- A. Specific outcomes to accomplish in next 12 to 18 months
- B. Other steps and Council direction

8. Summary Comments - All

9. Adjourn - 3:00 PM *(set time/date for follow-up session as needed)*



CITY OF BISHOP SPECIAL CITY COUNCIL MEETING AGENDA

Monday, June 7, 2011
8:00 a.m.
Executive Conference Room
377 West Line Street
Bishop, California 93514

NOTICE TO THE PUBLIC

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ROLL CALL

PUBLIC COMMENT

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

CLOSED SESSION

(1) PERSONNEL – Pursuant to Government Code Section 54957, the City Council will meet in closed session to conduct Public Employee Performance Evaluations – Titles: Fire Chief, Police Chief, Public Works Director/City Engineer, and Assistant City Administrator/Community Services Director.

REPORT ON CLOSED SESSION AS REQUIRED BY LAW

ADJOURNMENT

AGENDA ITEM NO.
↓

TO: CITY COUNCIL
FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR
SUBJECT: DEPARTMENT HEAD UPDATES
DATE: May 23, 2011



Attachments:

BACKGROUND/SUMMARY:

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

RECOMMENDATION:

Hear the reports.

CITY OF BISHOP
CITY COUNCIL STUDY SESSION MINUTES
MAY 9, 2011

- CALL TO ORDER** Mayor Smith called the meeting to order at 4:00 p.m. in the City Council Chambers at 301 West Line Street, Bishop, California.
- COUNCIL PRESENT** Councilmembers Jim Ellis, Susan Cullen, Jeff Griffiths,
Mayor Pro Tem David Stottlemyre
Mayor Laura Smith
- COUNCIL ABSENT** None
- OTHERS PRESENT** James Southworth, City Administrator
Denise Gillespie, Assistant City Clerk
Cheryl Solesbee, Accounting Secretary/Budget Manager
Keith Caldwell, Assistant City Administrator/
Community Services 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. James Wilson, President of the Friends of the Inyo, announced that the organization has scheduled an Open House on May 17, 2011 from 5:00-7:00 p.m. at their new location at 819 North Barlow Lane, Bishop. He invited the Council to attend.
- SCHEDULED DISCUSSION** Discussion was held on the following agendized items:
- 1. Seibu to School Bike Path** Bishop Unified School District Superintendent Barry Simpson submitted a letter of support to the Council for the construction of the Seibu to School Bike Path Project. Staff had reported at a previous meeting that the Bishop Paiute Tribe does not support the construction of the path on tribal land and in recent contacts tribal representatives have also been non-committal.
- Mr. Simpson reported that student safety and campus security would improve with the construction of a portion of the Seibu project from Keough Street connecting to the existing use trail near the west edge of the elementary school campus.
- Suggestions offered by the Council were to construct a dirt path instead of the paved path or look at other options for the schools problems due to the expense of construction. Staff was directed to contact tribal representatives for a definite response on the project.

- | | |
|---|---|
| 2. Update on Bishop area
DWP Land Releases | City Administrator Southworth reported on a recent meeting with County and LADWP officials relating to upcoming land releases. Public Works Director Grah explained the environmental constraints issues with the Hanby property scheduled as one of the releases. Council will further discuss the Hanby parcel at the May 23 rd Study Session. |
| 3. Update on DWP Surplus
Property Sale -789 Home | Discussion was held on the plans by the LADWP to release 789 Home Street for sale and any potentials City issue involved. A response to DWP will be discussed at the next meeting. |
| 4. City Park lease law | Discussion was held on initiating a probationary leash law to control dogs in the City Park. Other options were also discussed and will be provided to the Parks and Recreation Commissioners at their next meeting. |
| 5. Update on relocation of
US Postal Service mail
box – 263 S. Main St. | Efforts to relocate the mail box at 263 South Main Street were initiated in January 2009. A resolution was adopted in January 2010 designating white curbing for a new mail loading zone south of Lagoon Street. To date the local Post Office had not relocated the existing mail box. However, it was reported by staff that the mail box will be moved to the new location soon. |
| 6. Current 7:00 p.m.
agenda items | Discussion was held on the current agenda items for the 7:00 meeting and future meetings. |
| 7. Future agenda items | |
| DEPARTMENT HEAD
REPORTS | Reports from Community Services, Fire, Police, Public Works and Administration were given on the departments' activities including upcoming and ongoing projects. |
| COUNCIL DISCUSSION | Council Members gave committee reports, community announcements and/or made comments or inquiries to staff. No action was taken. |
| ADJOURNMENT | The Mayor adjourned the meeting at 6:08 p.m. to the regular City Council meeting scheduled at 7:00 p.m. |

LAURA SMITH, MAYOR

ATTEST: James M. Southworth, City Clerk

By: _____
Denise Gillespie, Assistant City Clerk

CITY OF BISHOP
CITY COUNCIL MINUTES
MAY 9, 2011

- CALL TO ORDER** Mayor Smith called the meeting to order at 7:02 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.
- INVOCATION** The invocation was given by Pastor Kent Puls of the Grace Lutheran Church followed by the Pledge of Allegiance led by Councilmember Cullen
- COUNCIL PRESENT** Councilmembers Jim Ellis, Susan Cullen, Jeff Griffiths
Mayor Pro Tem Dave Stottlemyre
Mayor Laura Smith
- COUNCIL ABSENT** None
- OTHERS PRESENT** James Southworth, City Administrator
Denise Gillespie, Assistant City Clerk
Keith Caldwell, Assistant City Administrator/
Community Services Director
Ray Seguine, Fire Chief
Chris Carter, Police Chief
David Grah, Public Works Director/City Engineer
Gary Schley, Public Services Officer
- PUBLIC COMMENT** The Mayor announced the public comment period. Earl McWilliams, Senior Vice Chairman for VFW Post 8988, reported on the Vietnam Wall that will be arriving at Ball Field No. 1 at the City Park on May 27th escorted by 200 motorcycle riders. The opening ceremony will be held at 7:00 p.m. that evening with closing ceremony scheduled at 6:00 p.m. on June 1st.
- Alec Simpson, Bishop Union High School Senior, presented his essay required following attendance at several City Council meetings for his scholarship application offered by Coso Geothermal.
- PROCLAMATION**
- NATIONAL POLICE WEEK AND PEACE OFFICERS MEMORIAL DAY**
- (1) Police Chief Carter gave the history of National Police Week and Peace Officers Memorial Day. The Council read and presented the proclamation to the Chief.
- With the upcoming 10-year anniversary of the passing of Bishop Police Officer Richard Perkins killed in the line of duty in August of 2001, friend and fellow officer Phil West, currently employed with Mono County Sheriff's Office, gave a memorial in Perkin's honor.

PUBLIC HEARING

NOTICE OF FUNDING
AVAILABILITY FOR
2010-2011 State Planning
and Technical Assistance
(PTA) Grant
(2)
Motion/Griffiths

The Notice of Public Hearing Design Phase of possible State Community Development block Grant (CDBG) Application was read by in its entirety by the Assistant City Administrator.

Speaking in support of grant applications was Larry Emerson, Housing Development Coordinator for the Inyo Mono Advocates for Community Action. Mr. Emerson recommended the study for the Silver Peaks project, planned by I.M.A.C.A. and the City of Bishop, for an affordable apartment complex at the southwest corner of MacIver and Spruce Streets for low-income seniors and people with disabilities.

The studies he recommended to include in this application preparation include funding applications for Silver Peaks for Home Partnership funds and for tax credits. Emerson indicated that the Home Partnership Program is for low-interest loans of federal funds and provides \$2-3 million for apartment projects. The other program he recommended is for tax credits approved by the State used as an incentive to entice private developers for this type of project.

Emerson indicated the timing for these applications could possibly coincide with the land purchase with the potential approval of purchase agreement with the LADWP anticipated after the first of next year.

If grants are awarded for the project, it was reported by Emerson that the twenty-five percent cash match would be paid by I.M.A.C.A. to prepare the two applications.

Dave Grah, Public Works Director/City Engineer, stated that as an additional part of this application process another eligible activity to consider would be a sewer study for the northeast quadrant of the city. Grah indicated that lift stations would be needed to pump sewage into the City's or the Eastern Sierra Community Services District system for the Silver Peaks project or any other development in that area. The City currently does not have a plan to deal with sewer service for low lying areas and it would have to be addressed with each development or initiate a broader overall plan.

The City Administrator reported that the grant applications will be agendaized for the next regular meeting for Council consideration.

On a motion by Councilmember Griffiths, the Council voted 5-0 to close the public hearing.

DEPARTMENT HEAD
REPORTS
(3)

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

CONSENT CALENDAR
(4)
Motion/Stottlemyre

A motion was made by Mayor Pro Tem Stottlemyre to approve the following minutes as presented:

- (a) Study Session 4/11/11
- (b) Council Meeting 4/11/11

Motion/Stottlemyre

The motion passed unanimously on the following roll call vote:
Ayes: Stottlemyre, Cullen, Griffiths, Ellis, Smith.

Motion/Griffiths

A motion was made by Mayor Pro Tem Stottlemyre to approve the following minutes as presented:

- (c) Study Session – 4/25/11
- (d) Council Meeting – 4/25/11

The motion passed 4-0 on the following roll call vote: Ayes: Stottlemyre, Cullen, Ellis, Smith. Abstained: Griffiths.

On a motion by Councilmember Griffiths, the Council voted unanimously to approve the remainder of the Consent Calendar as presented:

FOR APPROVAL AND FILING

- (e) Special Council Meeting Minutes – 5/2/11
- (f) Execution of Bank of America credit card authorization letter

FOR INFORMATION AND FILING

- (g) Water and Sewer Commission Agenda 5/10/11
- (h) Parks and Recreation Commission Agenda – 4/27/11
- (i) Parks and Creation Commission Minutes – 3/30/11
- (j) Correspondence from Patrick McDonald dated 4/21/11
- (k) Fire Department Activity Log – 4/11
- (l) Public Works Building Permit Report – 4/11

NEW BUSINESS

BID AWARD – Iris Street
Water Improvements Project
(5)
Motion/Cullen

On a motion by Councilmember Cullen, the Council voted unanimously to award the Iris Street Water Improvements Project construction contract to Conspec from Lee Vining; authorized the execution of the construction contract by the City Administrator; and authorized the expenditure including a five percent construction contingency of up to \$48,914.25 through the contract.

APPROVAL OF STREET
CLOSURE – Warren Street
at Academy for Ceramic
Mural Dedication – June 17
(6)

Following discussion and a change to the date of the street closure requested by the proponents, Councilmember Griffiths made a motion to approve the street closure for Warren Street at Academy on June 17, 2011 from 3:30 to 10:00 p.m. for the dedication and celebration of the ceramic mural on the east wall

<p>Motion/Griffiths</p>	<p>of the Bishop Library. The Public Works Department will issue an Encroachment Permit.</p>
<p>OPEN HOUSE BRIEFING For the Mobility Element of the General Plan (7)</p>	<p>The City Administrator provided handouts that will be used for display at the Open House scheduled on May 12th at City Hall. This will be an opportunity for the public to review the mobility elements, ask questions and provide comments. The same information will be posted on the City's website.</p>
<p>GRANT APPLICATION APPROVAL – US DOJ COPS FUNDING – Police Department (8) Motion/Stottlemyre</p>	<p>On a motion by Mayor Pro Tem Stottlemyre, the Council voted 5-0 to approve the request from the Police Department to apply for the United States Department of Justice Community Oriented Policing Services grant to fund the hiring of an entry-level officer position and associated salary and benefit costs for a period of three years. It was noted that a requirement of the grant is that the City would fund this position for a year following the expiration of funding.</p>
<p>PARS AMENDMENT ADOPTION (9) Motion/Cullen</p>	<p>On a motion by Councilmember Cullen, the Council voted 5-0 to adopt the amendment to the City's Public Agency Retirement Services (PARS) Retirement Enhancement Plan that reflects recent legislation and compliance with IRS guidelines and authorized the execution by the City Administrator.</p>
<p>APPROVAL OF BUDGET REVISION FY 2010-2011 AND 2011-2012 (10) Motion/Stottlemyre</p>	<p>On a motion by Mayor Pro Tem Stottlemyre, the Council voted 5-0 to approve the Budget Revision for Fiscal Years 2010-2011 and 2011-2012 as presented.</p>
<p>COUNCIL REPORTS</p>	<p>Council Members announced upcoming community events. No action was taken.</p>
<p>ADJOURNMENT</p>	<p>The Mayor adjourned the meeting at 8:25 p.m. to the next Council meeting Study Session scheduled for Monday, May 23, 2011 at 4:00 p.m. in the City Council Chambers.</p>

LAURA SMITH, MAYOR

Attest: James Southworth, City Clerk

By: _____
Denise Gillespie, Assistant City Clerk

Date

TO: City Council

SUBJECT: CONSENT CALENDAR - PERSONNEL STATUS CHANGE REPORT

DATE: May 23, 2011

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

<u>COMMUNITY SERVICES DEPARTMENT – PART TIME SEASONAL</u>	<u>EFFECTIVE DATE</u>
(a) Hire - Lifeguard I, II, III \$9.00/10.00/11.00 Whitman, Justin	5/1/11
(b) Lifeguard I, II, III / Water Safety Instructor I, II, III \$9.00, 10.00, 11.00 / \$11.00, 12.00, 13.00 Bell, Angela Lee, Ashley Temple, Cierra	5/1/11 5/1/11 5/1/11
(c) Rehire – Water Safety Instructor II \$12.00 Younger, Nicole	5/1/11
(d) Rehire – Manager I \$12.00 Biehl, Jessica	5/1/11
(e) Rehire – Manager II \$13.00 Moffett, Cory	5/1/11
(f) Rehire – Manager III \$14.00 Hartshorn, Olivia	5/1/11

POLICE DEPARTMENT

- (g) Communications Operator – Full Time
Step 3 to Step 4
Increase of \$399.00 monthly
Scida, Jessica 6/1/11

- (h) Promotion
Police Services Secretary/Records Supervisor I Step 4
To Police Services Secretary/Records Supervisor II Step 3
Increase of \$135.68 monthly (includes 6% longevity)
Galvin, Pamela 5/1/11

(d)

**INVESTMENT PORTFOLIO FOR THE CITY OF BISHOP
MONTH OF MARCH 2011**

<u>BANK NAME</u>	<u>TYPE</u>	<u>AMOUNT</u>	<u>PER %</u>
State Treasury	LAIF	\$5,094,658.28	.500%
TOTAL LOCAL AGENCY INVESTMENT FUND		\$5,094,658.28	
TOTAL INVESTMENT PORTFOLIO		\$5,094,658.28	

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

www.treasurer.ca.gov/pmia-laif
 May 11, 2011

CITY OF BISHOP

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

PMIA Average Monthly Yields

Account Number:

Transactions

March 2011 Statement

Tran Type Definitions

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
3/15/2011	3/14/2011	RW	1309338	CHERYL M. SOLESBEE	-100,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	5,194,658.28
Total Withdrawal:	-100,000.00	Ending Balance:	5,094,658.28



Bill Lockyer
California State Treasurer

Pooled Money Investment Account

PMIA Average Monthly Effective Yields

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

(e)

INVESTMENT PORTFOLIO FOR THE CITY OF BISHOP
MONTH OF APRIL 2011

<u>BANK NAME</u>	<u>TYPE</u>	<u>AMOUNT</u>	<u>PER %</u>
State Treasury	LAIF	\$5,201,133.41	.588%
TOTAL LOCAL AGENCY INVESTMENT FUND		\$5,201,133.41	
TOTAL INVESTMENT PORTFOLIO		\$5,201,133.41	

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

www.treasurer.ca.gov/pmia-laif
 May 11, 2011

CITY OF BISHOP

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

PMIA Average Monthly Yields

Account Number:

Transactions
Tran Type Definitions

April 2011 Statement

Effective Date	Transaction Date	Tran Type	Tran Number	Confirm Number	Authorized Caller	Amount
4/7/2011	4/7/2011	RW	1311529		CHERYL M. SOLESBEE	-200,000.00
4/15/2011	4/14/2011	QRD	1314253		SYSTEM	6,475.13
4/15/2011	4/15/2011	RW	1314921		CHERYL M. SOLESBEE	-200,000.00
4/26/2011	4/26/2011	RD	1315943		CHERYL M. SOLESBEE	500,000.00

Account Summary

Total Deposit:	506,475.13	Beginning Balance:	5,094,658.28
Total Withdrawal:	-400,000.00	Ending Balance:	5,201,133.41



Bill Lockyer
California State Treasurer

Pooled Money Investment Account

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
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2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588								

(f)

TO: City Council/City Administrator
FROM: Finance/Accounting Secretary
DATE: May 9, 2011
SUBJECT: Warrant Register for the month of April 2011

PAYABLE CHECK NUMBERS ISSUED

CK#60166 thru 60171	\$	202,444.00
CK#60172		-0-
CK#60173 thru 60199	\$	210,639.02
CK#60200 thru 60254	\$	55,870.53
CK#59938 Void	\$	(334.90)
CK#60255 Void		-0-
CK#60256	\$	294.51
CK#60257 thru 60290	\$	62,119.48
CK#60291 thru 60302	\$	16,870.79
CK#60303 thru 60304	\$	11,880.00
CC#60237,60254 Cancelled	\$	(165.00)
TOTAL PAYABLE EXP FOR April 2011	\$	559,618.43

PAYROLL CHECK NUMBERS ISSUED

Special Payroll, April 06, 2011	\$	6,367.17
CK#35236 thru 35240		
Regular Payroll, April 15, 2011	\$	129,147.26
CK#35241 thru 35277		
DD#4684 thru 4723		
Special Payroll, April 15, 2011	\$	181.50
CK#35278 thru 35283		
Regular Payroll, April 30, 2011	\$	120,499.94
CK#35284 thru 35328		
DD#4724 thru 4764		
Medicare	\$	3,617.67
PERS	\$	60,048.43
Workers Comp	\$	18,899.37
Medical	\$	43,639.11
PERS OPEB		-0-
Dental	\$	4,616.82
Life Insurance	\$	392.00
Vision	\$	778.79
Disability	\$	3,189.14
Def Comp Programs	\$	2,165.00
P.A.R.S.	\$	28,786.25
PARS/ARS	\$	195.80
Gym Dues		-0-
TOTAL PAYROLL EXP FOR APRIL 2011	\$	422,524.25
TOTAL EXPENDITURES FOR APRIL 2011	\$	982,142.68

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
60166	BISHOP CHAMBER OF COMMERCE	APRIL	BSPH CHAMBER APRIL	4/04/11	51370	11,880.00	11,880.00
60167	PUBLIC EMP RETIREMENT SYS	APR 11	PERS RETIREE MAR 2011	4/04/11	51369	35,255.31	35,255.31
60168	STATE COMPENSATION INSURA	MARCH	W/C MARCH 2011	4/04/11	51368	1,551.73	1,551.73
60169	CALPERS	MARCH	PERS EPNC/MARCH	4/04/11	51367	4,898.96	4,898.96
60170	BARTEL ASSOC LLC	11-143	OPES VALUATION/BARTEL	4/04/11	51366	510.00	510.00
60171	MAAMOTH LAKES HOUSING,	09STBGG6407-1	MCD HME BUYERS PRGRM	4/04/11	51365	148,348.00	148,348.00
CHECKS TOTAL						202,444.00	202,444.00

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
60173	PETER TRACY	HNBYS	TRACY/MAR2011	4/06/11	51395	2,020.00	2,020.00
60174	SOUTHERN CALIFORNIA EDISO	85WHTMTN	SCE/FEB-MAR2011	4/06/11	51397	21.84	21.84
60175	DEPT. OF CONSERVATION-DIV	JAN-MAR11	DPTCONSV/1STQTR2011	4/06/11	51385	12.23	12.23
60176	BISHOP VOLUNTEER FIRE DEP	MAR2011	BVFD/MARCHATTNDNCE	4/06/11	51380	2,128.00	2,128.00
60177	UNDERGROUND SERVICE ALERT	MARCH	UNDRGRND/SERVITCKTS	4/06/11	51400	39.00	39.00
60178	BISHOP DRY CLEANERS	MAR2011	BISDRYCLNR/MAR2011	4/06/11	51379	210.50	210.50
60179	AMERICAS - BISHOP	CIVCENTER	AMERGAS/03/29/11	4/06/11	51373	599.42	599.42
		POLICE	AMERGAS/03/23/11	4/06/11	51371	313.28	313.28
		POOL	AMERGAS/03/28/11	4/06/11	51372	181.12	181.12
60180	XEROX CORP	54197964	XEROX/MARTR2011	4/06/11	51404	429.61	429.61
		54198033	XEROX/MARTR2011	4/06/11	51403	270.45	270.45
60181	INYO REGISTER	MAR29	INYOREG/IRISSTBID	4/06/11	51391	28.40	28.40
		MAR31	INYOREG/ZMAP/ORD534	4/06/11	51392	116.45	116.45
60182	BISHOP AUTOMOTIVE CENTER	72713	BISAUTOCNTR/#9FIRES	4/06/11	51377	201.43	201.43
		72784	BISAUTOCNTR/#6TIRES	4/06/11	51376	18.00	18.00
		73117	BISAUTOCNTR/#6TIRES	4/06/11	51378	100.71	100.71
60183	CERRO COSO COMM COLLEGE	ARRSTRNG	CERROCOSO/APRIL21	4/06/11	51375	78.00	78.00
60184	VERIZON	8738458	VERZON/FEB-MAR2011	4/06/11	51401	159.66	159.66
60185	CITY NATIONAL BANK	COPS	CITYNATBNK/MAR2011	4/06/11	51384	69,468.76	69,468.76
60186	BIG MTN BOTTLED WATER	27059	BIGHTNWTR/03/28/11	4/06/11	51374	97.50	97.50
60187	COMSERCO, INC	MA50270	COMSERCO/APRIL2011	4/06/11	51386	199.98	199.98
60188	CHALFANT BIG TREES FARM	PO#112	CHLFNTREES/FERT/SEED	4/06/11	51383	5,874.73	5,874.73
60189	ENPLAN	0211364	ENPLAN/BISGISFEB11	4/06/11	51389	148.75	148.75

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
60200	MR. K. AUTOMOTIVE SERVICE	88574	MRK/CHFSTRUCK/THRTTL	4/14/11	51467	139.74	139.74
60201	LEXIS NEXIS	15485692	LEXIS/STATEBARRULES	4/14/11	51443	99.74	99.74
60202	NORTHERN INVO HOSPITAL	11-0169	NIH/BLDDRW3/09/11	4/14/11	51448	44.29	44.29
60203	SMART & FINAL IRIS CO.	122789 124660	SMRTFNL/BTHRMSUPPLS SMRTFNL/CLNGSUPPLS	4/14/11 4/14/11	51463 51464	94.25 42.15	136.40
60204	SOUTHERN CALIFORNIA EDISO	JHNSLEFT SWRPLNT SWRPND WYSPRUC 85JAYST 85SIERRA	SCB/MAR2011 SCE/MAR2011 SCE/MAR2011 SCE/MAR2011 SCE/MAR2011 SCE/MAR2011	4/14/11 4/14/11 4/14/11 4/14/11 4/14/11 4/14/11	51467 51468 51466 51469 51465 51470	57.50 528.76 1,026.79 1,080.47 21.28 36.54	3,751.34
60205	PETTY CASH - CLSRK DEPT.	APR2011	PCSH/FRAMES/PSTRCAKES	4/14/11	51452	116.07	116.07
60206	DEPARTMENT OF WATER & POW	102ELINE 125GROVE 293NHAIN 646NHAIN 688NHAIN 690NHAIN 690NHAIN 700NHAIN	DWP/FEB-MAR2011 DWP/FEB-MAR2011 DWP/FEB-MAR2011 DWP/FEB-MAR2011 DWP/FEB-MAR2011 DWP/FEB-MAR2011 DWP/FEB-MAR2011	4/14/11 4/14/11 4/14/11 4/14/11 4/14/11 4/14/11 4/14/11	51427 51428 51423 51424 51422 51426 51425 51420	66.14 85.72 38.27 282.42 400.83 53.75 160.81 491.86	1,579.60
60207	ADVANCED DATA SYSTEMS, INC	1103002	ADS/MARCH2011	4/14/11	51406	625.00	625.00
60208	BISHOP WASTE DISPOSAL	CITYHALL CITYPARK SMHP	BISWASTE/MAR2011 BISWASTE/MAR2011 BISWASTE/MAR2011	4/14/11 4/14/11 4/15/11	51413 51412 51499	86.10 344.40 129.15	559.65
60209	BISHOP HEATING & AIR COND	25983 26013	BISHTG/DISPATCHA/C BISHTG/DISPATCHA/C	4/14/11 4/14/11	51411 51410	1,756.00 14.00	1,770.00
60210	STATE OF CALIFORNIA	841792 842461	DOJ/LIVESCANMAR2011 DOJ/LIVESCANMAR2011	4/14/11 4/14/11	51474 51473	607.00 64.00	671.00
60211	KNART	03280 32448 33375 49372	KNART/HMDFNS/NPKN/MGER KNART/INSCDCE/BLADES KNART/PLANTS KNART/BLDG SUPPLIES	4/14/11 4/14/11 4/14/11 4/14/11	51440 51438 51439 51437	71.87 20.95 44.83 22.78	160.43

Report No: PB1302
 Run Date : 04/15/11
 CITY OF BISHOP
 CHECK REGISTER 4/15/11

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
60212	PAM GALVIN		GLVN/APR25-29	4/14/11	51450	315.00	315.00
60213	HIGH SIERRA AWARDS & SNCR	119855	HISIERAWRD/GRIFFITHS	4/14/11	51432	7.56	7.56
60214	PITNEY BOWES INC.		PTNYBOWS/LEASMAR2011	4/14/11	51453	747.00	747.00
60215	FRED GOMEZ		GOMEZ/APR20-22	4/14/11	51430	225.00	225.00
60216	CITY OF BISHOP	10/11	COB/SMPRESERVEACCT	4/14/11	51415	3,933.00	3,933.00
60217	STATE BOARD OF EQUALIZATI		EDD/SALESTAX	4/14/11	51471	939.00	939.00
60218	QUILL CORP	3396104	QUILL/CLRDPAPE	4/14/11	51455	298.53	298.53
		3396203	QUILL/FILEFOLDERS	4/15/11	51498	10.83	10.83
		3407346	QUILL/FILEFOLDERS	4/14/11	51456	152.14	152.14
		3517034	QUILL/PAPR/INKPAD/CALC	4/14/11	51457	235.78	235.78
60219	MISSION UNIFORM & LINEN	140238634	MISSLIN/3/09/11	4/14/11	51445	12.39	12.39
		140239351	MISSLIN/3/23/11	4/14/11	51445	11.87	11.87
60220	COMMUNITY PRINTING	36252	COMPRTNG/CNCLBSCRDS	4/14/11	51416	200.10	200.10
60221	INYO REGISTER		INYOREG/APR7, 2011	4/14/11	51433	69.50	69.50
60222	BISHOP AUTOMOTIVE CENTER	73141	BISAUTO/#140ILCHNG	4/14/11	51408	91.29	91.29
60223	VERIZON	1220033	VERZON/APR2011	4/14/11	51494	43.60	43.60
		1810109	VERZON/APR2011	4/14/11	51491	43.60	43.60
		1810151	VERZON/APR2011	4/14/11	51493	43.60	43.60
		1810152	VERZON/APR2011	4/14/11	51488	79.39	79.39
		1810162	VERZON/APR2011	4/14/11	51487	79.39	79.39
		1810172	VERZON/APR2011	4/14/11	51489	43.60	43.60
		1811001	VERZON/APR2011	4/14/11	51492	43.60	43.60
		1812455	VERZON/APR2011	4/14/11	51486	43.60	43.60
		8724240	VERZON/APR2011	4/14/11	51485	38.71	38.71
		8727201	VERZON/APR2011	4/14/11	51484	37.71	37.71
		8728321	VERZON/APR2011	4/14/11	51490	40.11	40.11
60224	PARS PHASE II SYSTEMS		ADM FEES/FEB2011	4/14/11	51451	400.00	400.00
60225	DEPT OF MOTOR VEHICLE	PKRRHNO	DMV/YRREGISTRATION	4/14/11	51419	52.00	52.00

CITY OF BISHOP
 CHECK REGISTER 4/15/11

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
60226	DEVON'S FLOWER PATCH	4767	DEVONS/SMITH/TIEDMNN	4/14/11	51418	93.53	93.53
60227	JONES & MAYER LAW OFFICE	54702	JNSMYR/LA	4/14/11	51435	12,864.41	12,864.41
60228	MAMMOTH COMMUNITY	1640	MNTHCOMWTR/MARCOLILRT	4/14/11	51441	265.00	265.00
60229	MARTIN & CHAPMAN CO.	2011112	MRTNCHPMN/2011ELECTN	4/14/11	51442	9,281.87	9,281.87
60230	UNITED PARCEL SERVICE	292E041	UPS/01/18	4/14/11	51462	13.35	13.35
60231	PREFERRED SEPTIC	35705PW	PRFRD/MAR-AP2011	4/14/11	51454	128.12	128.12
60232	KIBS-FM	322611	KIBS/H2CONSERVTN	4/14/11	51436	670.00	670.00
60233	EARTHLINK INC	436348978	ERTHLNK/MAR-APR2011	4/14/11	51429	21.95	21.95
60234	CALBO	2011DUSS	CALBO/MEMBERSHIP	4/14/11	51414	215.00	215.00
60235	JARED WAASDORP	SNDIEGO	WSDRP/APR20-22	4/14/11	51434	225.00	225.00
60236	THOMAS PETROLEUM, LLC	28318 28470 28471 28472	THMSPETRO/MAR2011 THMSPETRO/MAR2011 THMSPETRO/MAR2011 THMSPETRO/MAR2011	4/14/11 4/14/11 4/14/11 4/14/11	51481 51479 51480 51478	2,256.36 1,071.36 2,939.18 132.53	6,399.43
60237	DAVE JEPSON	SANBERNDNO	JEPSON/TACTCOMMAPP27	4/14/11	51417	135.00	135.00
60238	DEPARTMENT OF CONSUMER	CIVENG	DEPTCNMRAFF/DCRAH	4/14/11	51472	125.00	125.00
60239	BANK OF AMERICA	5095GRAH	SOFA/MALCO/HICNTRY	4/14/11	51497	157.02	157.02
60240	BANK OF AMERICA	2812RAY	SOFA/SPRN/BPFIR/AWRDS	4/14/11	51496	1,009.56	1,009.56
60241	UPS STORE, THE	5608	UPSSTORE/04/14/11	4/14/11	51483	39.28	39.28
60242	BANK OF AMERICA	3972JIM	BOFA/LNGBCH/CDW/ICMA	4/14/11	51495	1,871.13	1,871.13
60243	SUDDENLINK COMMUNICATIONS	CTYHLLINT	SDNLNK/APR2011	4/14/11	51476	89.95	89.95

CITY OF BISHOP
 CANCELLED CHECKS REGISTER

CHECK NUMBER	FISCAL YEAR	RECORD#	VENDOR NAME	AMOUNT	CHECK DATE	CHECK INVOICE#	DESCRIPTION
59938	2011	6524	RAINBOW VALLEY HEROES	334.90-	4/21/11	629	RNBWLYHROS/EDCATBOX
CANCELLED CHECKS TOTAL				334.90-			

INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
60257	BROWN'S SUPPLY				
67554	BROWNS/IRON/TBLPARTS	4/21/11	51508	16.47	
68169	BROWNS/NUTS/BOLTS	4/21/11	51507	6.87	
60258	BISHOP NURSERY				23.34
162212	BISNURS/SOLENOID	4/21/11	51503	32.60	
60259	HIGH COUNTRY LUMBER				32.60
858729	HICNTRY/SCREWS	4/21/11	51572	4.89	
858858	HICNTRY/UTILPULL	4/21/11	51573	4.88	
859146	HICNTRY/DGPIR/WTRSEL	4/21/11	51571	92.95	
859165	HICNTRY/SNDPAPR/SLR	4/21/11	51576	26.20	
859179	HICNTRY/NUTSBOLTSWHR	4/21/11	51574	21.63	
859203	HICNTRY/SHPSUPPLIES	4/21/11	51578	8.79	
859212	HICNTRY/PRKBENCHSUPPL	4/21/11	51575	19.67	
859216	HICNTRY/BLTS/PNTBRSH	4/21/11	51577	14.25	
859379	HICNTRY/PNTBRUSH	4/21/11	51580	20.04	
859414	HICNTRY/PNTSUPPLIES	4/21/11	51579	74.70	
859422	HICNTRY/PNELLITESTAL	4/21/11	51581	41.05	
859563	HICNTRY/BLTS/SCREWS	4/21/11	51582	26.92	
859670	HICNTRY/CHNTANCHOR	4/22/11	51583	18.75	
859686	HICNTRY/ULOVES	4/22/11	51584	15.64	
859661	HICNTRY/PHONECORD	4/22/11	51585	7.82	
860010	HICNTRY/CTRBLADE	4/22/11	51586	12.71	
860335	HICNTRY/GALVNIPLPLE	4/22/11	51588	3.89	
860366	HICNTRY/SPRAYER	4/22/11	51587	2.44	
860371	HICNTRY/FRNTGRNDPLG	4/22/11	51590	3.41	
860386	HICNTRY/GRNDCONNCTR	4/22/11	51589	5.86	
860646	HICNTRY/PNLLITE	4/22/11	51591	34.20	
861833	HICNTRY/CUTOFFWHEEL	4/22/11	51592	7.71	
861489	HICNTRY/CLKGUN/RFTCH	4/22/11	51593	33.23	
861555	HICNTRY/LQPTHNR/PNT	4/22/11	51594	61.31	
861782	HICNTRY/66TSPSON	4/22/11	51595	6.63	
861886	HICNTRY/SEALTAPE	4/21/11	51570	3.87	
861908	HICNTRY/BENCHMATRIAL	4/22/11	51596	88.01	
862038	HICNTRY/RESPRATOR	4/22/11	51599	11.15	
862045	HICNTRY/WRNGHLUBE	4/22/11	51597	5.37	
862092	HICNTRY/NUTSBOLTS	4/22/11	51598	12.21	
862118	HICNTRY/THRDHNDLE	4/22/11	51602	7.82	
862176	HICNTRY/PVCMATRIALS	4/22/11	51601	26.38	
862223	HICNTRY/DRILLBITS	4/22/11	51600	14.17	
60260	STEVES AUTO & TRUCK PARTS				738.55
58172PD	STEVES/BRAKELITE	4/21/11	51545	3.51	
58186PM	STEVES/INSERTSVACCON	4/21/11	51548	13.99	
58823PD	STEVES/BATTRBRUSH	4/21/11	51584	8.46	
60934FIRE	STEVES/STRTGFLOID	4/21/11	51549	6.50	
61093PD	STEVES/TERMPK/TERM	4/21/11	51546	9.86	
61530PW	STEVES/VACCON1/2X3	4/21/11	51547	4.35	
60261	SOUTHERN CALIFORNIA EDISO				46.67
SMHPLNDRY	SCE/MAR-APR2011	4/21/11	51542	84.50	
SMHPNDR	SCE/MAR-APR2011	4/21/11	51540	21.53	
85BRUCE	SCE/MAR-APR2011	4/21/11	51541	21.80	
85MCIVRPNP	SCE/MAR-APR2011	4/21/11	51538	22.04	
85NNMAIN	SCE/MAR-APR2011	4/21/11	51539	182.40	

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
60262	BISHOP WELDING SUPPLY	85WHWTIN 85YANEY	SCE/MAR-APR2011 SCE/MAR-APR2011	4/21/11 4/21/11	51537 51543	26.32 47.64	406.23
60263	DEPARTMENT OF WATER & POW	708551	BISWELD/HELIUM	4/21/11	51504	19.38	19.38
60264	WESTERN NEVADA SUPPLY CO.	380 BIS BIS 380 BIS BIS 380 BIS BIS 380 BIS BIS 380 BIS BIS 380 BIS BIS	DWP/MAR-APR2011 DWP/MAR-APR2011 DWP/MAR-APR2011 DWP/MAR-APR2011 DWP/MAR-APR2011 DWP/MAR-APR2011	4/21/11 4/21/11 4/21/11 4/21/11 4/21/11 4/21/11	51514 51512 51515 51516 51511 51513	17.72 523.40 576.85 14.85 36.00 17.39	1,186.21
60265	CLINICAL LABORATORY OF SA	CM54884440 54860469 54884440 54884778 54884839 54888429 54890738 54894077 54896370 54896451 54897048	WSTRNNV/RETPVC WSTRNNV/FLUME WSTRNNV/PVC/HOTGLU WSTRNNV/PVC/PIPE WSTRNNV/PVC/CMNT/PRMR WSTRNNV/PVC/ALF WSTRNNV/NOKINK WSTRNNV/COPRSH/ROMAC WSTRNNV/CPLG/VALV/NIP WSTRNNV/ABSWEY/CPLG WSTRNNV/PVC/CPLG	4/21/11 4/21/11 4/21/11 4/21/11 4/21/11 4/21/11 4/21/11 4/21/11 4/21/11 4/21/11 4/21/11	51558 51560 51559 51556 51557 51565 51566 51561 51562 51563 51564	14.36- 1,734.56 56.59 136.89 72.46 142.98 25.47 119.43 29.53 19.77 3.96	2,327.28
60266	BRITT'S DIESEL & AUTOMOTI	913900 30145 30202	CLNLBOFSB/PHYS3/14/11 BRITTS/SWEEPRTIRE BRITTS/SWEEPER TIRE	4/21/11 4/21/11 4/21/11	51510 51505 51506	15.00 75.00 85.00	15.00
60267	SIELECT SUPPLY	139385 139414 139500 139597 139948	SLCTSPLY/ECOMAX SLCTSPLY/BALLASTSTAI SLCTSPLY/LIGHTS SLCTSPLY/BALASTSCRT SLCTSPLY/GRNDGPLUG	4/21/11 4/21/11 4/21/11 4/21/11 4/21/11	51533 51534 51532 51531 51535	56.01 24.85 8.31 15.64 15.81	160.00
60268	BISHOP CHAMBER OF COMMER	PPSSRECPTN	BISCHAM/KRITH	4/21/11	51502	160.00	160.00
60269	XEROX CORP	054198039	XEROX/MARMETR	4/21/11	51568	534.21	534.21
60270	ALEX PRINTING	39820	ALXPRNTG/1011BCHRS	4/21/11	51500	1,359.38	1,359.38
60271	QUILL-CORP	3575395	QUILL/P&RSUPPLYS	4/21/11	51530	333.75	333.75
60272	INTEGRATED WASTE MNGMENT	11190 11464	ICINTWAST/11739/MAR ICINTWAST/11739/MAR	4/21/11 4/21/11	51520 51521	14.00 129.00	14.00 129.00

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS*	AMOUNT	CHECK TOTAL
60273	SIERRA SECURITY SYSTEMS	427077	SIERSEC/MAR-AP2011	4/21/11	51536	44.50	143.00
60274	VERIZON						44.50
60275	VERIZON WIRELESS	CTYHLINT	VERZON/APR-MAY2011	4/21/11	51552	89.99	89.99
60276	PARS PHASE II SYSTEMS	FIRE36292	VRZNWRLS/MAR-APR2011	4/21/11	51553	184.46	184.46
60277	RESERVE ACCOUNT	FEB2011	ADM FEES/FEB2011	4/21/11	51527	1,000.00	1,000.00
60278	CALPERS	MAR2011	PSTG/MAR2011	4/21/11	51529	329.00	329.00
60279	FEDEX	MAY2011	PERS EPNC/MAY2011	4/21/11	51509	34,736.85	34,736.85
60280	TRIAD/HOLMES ASSOCIATES	746162335	FEDEX/4/05/11	4/21/11	51519	24.82	24.82
60281	WILLDAN	4002357	TRIAD/06STIPMAR2011	4/21/11	51551	2,829.63	
60282	BANK OF AMERICA	4002358	TRIAD/HNBUTLTYMAR2011	4/21/11	51550	472.50	3,302.13
60283	ENVIRONMENTAL SYSTEMS	00211125	WLDAN/KMRTBARRIER	4/21/11	51567	210.00	210.00
60284	PRINT SOLUTIONS, INC	5116XBETH	BOFA/FLDGRATEATTCHMNT	4/21/11	51501	2,171.58	2,171.58
60285	KUSTOM IMPRINTS	92325268	RSRI/ARCVIEWMAINTNC	4/21/11	51517	1,252.50	1,252.50
60286	MISSION JANITORIAL	21106	PRNTSLTNS/PYRL/PAYBLS	4/21/11	51528	1,227.40	1,227.40
60287	WAYLON CLELAND	95294	KUSTMMPRNTS/FISHCMP	4/21/11	51522	231.41	231.41
60288	VERIZON BUSINESS	246727	MISSJAN/BLDGSUPPLS	4/21/11	51526	77.94	
		247889	MISSJAN/LINERS	4/21/11	51525	19.04	
		248674	MISSJAN/BTHRMSUPPLS	4/21/11	51524	156.15	
		24911	MISSJAN/PRKSUPPLS	4/21/11	51523	326.42	
60289	WAYLON CLELAND	4/07/11	CLLND/REIMBHT	4/21/11	51555	20.83	579.55
60290	VERIZON BUSINESS	8724240	VRZNLD/MARCH2011	4/21/11	51554	2.94	
		8727201	VRZNLD/MARCH2011	4/21/11	51554	2.94	
		8734873	VRZNLD/MARCH2011	4/21/11	51554	3.82	
		8734926	VRZNLD/MARCH2011	4/21/11	51554	6.40	
		8735485	VRZNLD/MARCH2011	4/21/11	51554	5.34	

CHECK
 NUMBER

VENDOR

INVOICE #

DESCRIPTION

DATE

TRANS#

AMOUNT

CHECK
 TOTAL

60289	YVONNE FROILAND						41.26
		8735863	VRZNLD/MARCH2011	4/21/11	51554	4.62	
		8735864	VRZNLD/MARCH2011	4/21/11	51554	3.73	
		8738311	VRZNLD/MARCH2011	4/21/11	51554	8.49	
		8739321	VRZNLD/MARCH2011	4/21/11	51554	2.98	

60290	RESOURCE CONCEPTS, INC.						6.00
		DOGMANUALS	FRLND/REIMBURSMAR2011	4/21/11	51569	6.00	

		11-00372	RSRCCNGPT/3/31/11	4/21/11	51518	9,058.98	9,058.98
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CHECKS TOTAL 62,119.48

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
60291	SOUTHERN CALIFORNIA EDISO	WELL4	SCE/MAR-APR2011	4/27/11	51608	2,015.20	2,015.20
60292	LAWS RAILROAD MUSEUM	2NDPYMNT	LAWS/10-112NDPYMNT	4/27/11	51606	5,960.00	5,960.00
60293	BISHOP CHAMBER OF COMMERC	PRESSRECPT	BISCHNBR/SMITHS4/29	4/27/11	51611	80.00	80.00
60294	RITE-WAY POOL & SPA	22958 23002	RITEWAY/BROMINE RITEWAY/VACHOSE	4/27/11 4/27/11	51603 51604	2,205.45 95.67	2,301.12
60295	VERIZON	8723485 8735485	VERZN/APRMAY2011 VERZN/APR-MAY2011	4/27/11 4/27/11	51615 51613	48.59 144.52	193.11
60296	VERIZON WIRELESS	POLICE	VERZNRWLS/MAR-APR2011	4/27/11	51612	778.08	778.08
60297	BANK OF AMERICA	PD4689	BOFA/NOLANTRNG	4/27/11	51616	4,046.52	4,046.52
60298	UNITED PARCEL SERVICE	292E151	UPS/04/01PICKUP	4/27/11	51610	14.81	14.81
60299	ADT SECURITY SERVICES INC	54525203	ADT/MAY2011	4/27/11	51605	245.01	245.01
60300	ENTERSECT CORPORATION	38564	ENTRSCT/MARCH2011	4/27/11	51609	65.76	65.76
60301	VERIZON CALIFORNIA	UH82683	VERZON/LEAWEBAPRMAY	4/27/11	51614	693.79	693.79
60302	SOUTHERN CAL. EDISON	WELL2	SCE/MAR-APR2011	4/27/11	51607	477.39	477.39
CHECKS TOTAL						16,870.79	16,870.79

NUMBER	YEAR	RECORD#	VENDOR NAME	AMOUNT	CHECK TOTAL	CHECK DATE	INVOICE#	DESCRIPTION
60237	2011	6761	DAVE JEPSON	135.00-	135.00-	4/28/11	SANBERDNO	JEPSON/TACTCOMM APR27
60254	2011	6762	SAN BERNARDINO S. O.	30.00-	30.00-	4/28/11	TACTCOMM	SBSD/AP27THSANBERDO

CANCELLED CHECKS TOTAL 165.00-

AGENDA

(9)

CITY OF BISHOP
PARKS AND RECREATION
COMMISSION MEETING

May 18, 2011 at 5:15 p.m.
City of Bishop Council Chambers
377 W Line St, Bishop CA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF MINUTES

The Minutes of April 27, 2011, Parks and Recreation Commission Meeting are submitted for approval.

PUBLIC COMMENT

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

PUBLIC HEARING

REMOTE CONTROLLED VEHICLE TRACK PROPOSAL
(any correspondence will be made available)

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

CORRESPONDENCE

Dog Park

OLD BUSINESS

Dogs in the City Park

NEW BUSINESS

Closure of Skatepark

STAFF REPORT

1. Programs Update

- Fish Camp
- Softball
- Triathlon Camp
- Pool

NEW BUSINESS
ITEMS FROM THE
COMMISSION

ADJOURNMENT

Next regular meeting scheduled for Wednesday, June 22, 2011 at 5:15pm in the City Council Chambers, 377 W. Line St, Bishop.



CITY OF BISHOP

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

AGENDA ITEM NO.

(h)

Minutes

Water and Sewer Commission

15 March 2011

Call To Order:

Chairman Cross called the meeting to order at 7:02 P.M.

Pledge of Allegiance:

The Pledge of Allegiance was led by Chairman Cross

Commissioners Present:

Cross, Underhill, Mathieu, and Bhakta

Commissioners Absent:

Pecsi

Others Present:

Dave Grah, Public Works Director
Deston Dishion, Public Works Superintendent
Michele Thomas, Secretary
Terri Dean, Pioneer Cemetery
Tom Marshall, Pioneer Cemetery

Public Comment

None

Correspondence

None

(1) Approval of the Minutes

Commissioner Underhill moved to approve the minutes of the 11 January and 24 January meetings as written and motion carried.

New Business:

(2) Incentive program radio spots

Thomas has contacted the local radio stations for pricing on radio advertising for the City's water incentive program. We previously teamed up with Mammoth Community Water District (MCWD) to advertise both our rebate programs. This time, we would like to be more specific to our incentive program and advertise on the two local radio stations KIBS and Sierra Wave,

possible place an ad in the Inyo Register and do a commercial on the local TV station Sierra Wave. The commission supported the use of up to \$2000 for advertisement from the incentive program budget for the remainder of the fiscal year.

(3) Water service to Pioneer Cemetery

Terri Dean, District Administrator and Tom Marshall, Grounds Keeper from the Pioneer Cemetery are here to inquire about connecting to the City of Bishop water system. Grah stated that the cemetery sits on two parcels, one about 4.05 acres outside the city limits and one about 0.37 acres inside the city. The cemetery currently uses a private well for water but the city provides sewer service. Due to issues with the cemetery's current well, they have inquired if a connection to the city's water system is possible and what the costs and logistics of a connection would be. The city does have connections outside the city limits, two churches on West Line Street. The connections are done under contract with connection fees and monthly charges based on the church category. Since there is no category for cemeteries in the Bishop fee system, presumably water use would be mostly irrigation and could be based on EDU's. A reasonable assessment of EDU's could be developed assuming water usage at the cemetery would be similar to irrigation usage at the Bishop City Park. During the 2010 calendar year, the park used an average of 4,054 gallons of water per acre per day. This calculated out to 7.5 EDU's per irrigated acre. If the cemetery is 4.42 acres total and if it is assumed 80% of that is irrigated, it would use water at the same rate as about 26.7 average EDU's which would seem to result in excessive charge. Since the biggest impact of the cemetery connecting to the system would be increased pumping costs, a reasonable way to determine monthly fees could take into account "base" and "usage" portions of the per EDU fees. Grah came up with a more reasonable charge in an amount of \$192, equivalent to 6 EDU's. Monthly fees could be adjusted yearly based on meter readings the previous year. The cemetery has one toilet and the connection fees could be based on the one EDU which would result to \$5000, in addition to the cost of constructing the connection into the system including a meter.

Mathieu asked if the amount seemed too low when there would be so much irrigation to water. Dean explained that they only water 6 months of the year. Grah added that there would be a meter installed and we would be able to adjust the charges each year. Cross asked where the service would connect to for the cemetery and what size pipe would be used. Grah believes the water line would connect from the line on Pioneer Lane and the size of the pipe would be the cemeteries decision. Dean then asked about cost for piping and meters. Dishion will look into prices for the materials and send Dean the information.

The contract would be between the City and the Cemetery District. Action would need to be taken by the City Council and the Cemetery District Board. Cross asked if the contract would permanent or reviewed yearly. Grah stated it would be a permanent contract. The yearly review would be based on water consumption and charging appropriate fees for usage.

The commission agrees the connection with the Pioneer Cemetery would be feasible. The city will wait to hear back from the Pioneer Cemetery Board on whether they would like to continue with a contract to connect to the city's water line.

(4) Jims memo – joint meeting

At the 24 January Joint Meeting with the City Council, there was discussion on the duties of the commission. This memo was not provided to the Water Sewer Commission at the meeting and Jim Southworth, City Administrator asked it to be given at tonight's meeting.

(5) Elections

Chairman Cross turned the nominations over to the Dave Grah, Director of Public Works. A call for nominations for the position of chairman was made. Commissioner Mathieu nominated to re-elect Forrest Cross. No further nominations were received. Roll call was taken to close the nominations for chairman and passed unanimously.

A roll call vote was taken for the election of Forrest Cross for Chairman. Ayes: Mathieu, Cross, Bhakta, Underhill. Forrest Cross will serve another one-year term as Chairman.

Re-elected Chairman Cross opened nominations for the position of Vice-Chairman and Commissioner Mathieu nominated Joe Pecs. Commissioner Bhakta nominated to re-elect Underhill. No further nominations were received. Roll call was taken to close the nominations for chairman and passed unanimously.

A roll call vote was taken for the election of Joe Pecs for Vice-Chairman. Ayes: Mathieu, Bhakta, Underhill, Cross. A roll call vote was taken for the election of Cheryl Underhill for Vice-Chairman. Noes: Mathieu, Bhakta, Cross, Underhill. Joe Pecs will serve a one-year term as Vice-Chairman.

Old Business:

(6) Debit/Credit card payment option update

Thomas explained that she spoke to the Union Bank Representative regarding the program to add the option of debit/credit card to be used to make payments to the city. The original program we were looking into has not launched but the representative stated that it would only be offered to entities that are processing \$5 million in credit card volume. There is another program that is currently available but customers will not be able to use Visa or American Express cards.

Thomas expressed her concerns regarding the program that with the inability to use Visa would not be favorable to the customers as well as she feels most customers would not be interested in paying the convenience fees associated. Also, the work amount involved for staff would also increase whether or not the service is used. The commission agreed unanimously the program would not be beneficial to the city at this time.

(7) Rebate program update

At the 9 November and 11 January commission meetings, there was discussion about updating the rebate program to include a sprinkler system incentive and backflow device. Staff has come up with an appropriate value of a sprinkler system rebate of \$100 to \$250. The water customer would need a plumbing permit, install a timer and a backflow device to receive the money. Cross' main concern is who determines what the definition is of a sprinkler system. He feels there should be regulations on an appropriate size of irrigation compared to the size of landscaping on the property. Grah said that staff would come up with a percentage of square footage of the landscaping necessary to qualify for the incentive. The commission supported the

addition of a \$250 sprinkler system incentive to our rebate program that will include a timer and waiving the plumbing permit fees.

(8) Meter Readings

Meter readings are for staff information only the city currently does not charge by meters. During this time a year, water usage is down. The meters installed on commercial landscaping show that businesses are not irrigating during these winter months. Dishion brought up the last rate study, and the information regarding high usage for gas stations, meters installed at these categories does show a significant amount of water usage.

(9) Cash balance and revenue & expenditures update on water and sewer reserves

We are continuing to calculate a capital and a noncapital portion of the cash balance. Sewer balances have been climbing since August 2010. With Road Improvement Project A sewer work going on currently, the balance will be impacted. The water balance is down substantially from its high in August 2010 due to the May-Willow-North Third Streets water line project completed. With Project A water work and also three upcoming water line projects, the water balance will also be impacted.

(10) Public Works reports January and February

In January, bids for Road Improvement Project A were opened and Qualcon of Minden Nevada was awarded the contract. The radio towers have been installed for SCADA. Dishion assisted a water customer on Sneden Street who complained his family has been sick recently and was concerned the city water could be the cause. Samples were taken and tested and came back negative. Crew installed a check valve on a sewer lateral at 1280 North Main Street. Repairs were made on sewer manholes. The diversion at Wye Road was turned on continuously and there have not been any backups since.

During February, Qualcon began water work on Project A. Staff interviewed consultants for the Tank project and selected Resource Concepts of Minden Nevada. Crew began construction of an H-Flume at the 40 acre pasture to measure flow of discharged water.

Staff and Commission Reports:

Grah shared that Project A is under construction with \$127, 000 of water work and \$97,000 of sewer work. The project will include 900 feet of new water line and 1100 of new sewer line. The project should be complete in May.

Of the three upcoming water line projects, bids for North Second will open 1 April. Iris Street will advertise around the first of April and Church Street will advertise in May. Construction will go on during the spring and summer.

Work on the Headworks project continues to move forward slowly. A new screen and new grit removal will be installed at the wastewater treatment plant. We are continuing work with a consultant on the best way to approach the remainder of the project.

Thomas shared with the commission the sewer ad that was created last year has now been written in Spanish. We have been working with a person in the area who transcribes English to Spanish. We also used her for a Project A letter that went out for residents in the area.

Items to be Discussed at the Meeting of 10 May 2011:

- Rebate program update
- Meter readings
- Cash balance and revenue and expenditures update on water and sewer reserves

Chairman Cross adjourned the meeting at 8:27 P.M. The next regularly scheduled meeting will be Tuesday, 10 May 2011 at 7:00 P.M. in the City Council Chambers.



Forrest Cross, Chairman



Michele Thomas, Secretary

**BISHOP POLICE DEPARTMENT****PATROL STATISTICS****REPORTING PERIOD: 04/01/2011 - 05/13/2011**

05/13/2011

Statistic	Count
Total Incidents	1417
Calls for Service	477
Officer Initiated Incidents	940
Traffic Stops	360
Other OIA Incidents	580
Bus/Building checks	20
Veh/Ped Check	52
Total Officer Reports	118
Accident	5
Criminal Accident	0
Felony	13
Information	61
Infraction	0
Misdemeanor	39
Unclassified Reports	0
Total Misdemeanor & Felony Arrests	31
Misdemeanor Arrests	25
Felony Arrests	6
Total Citations	208
BISHOP MUNI CODE	59
FELONY	1
Infraction	79
Misdemeanor	18
Parking	39
Unclassified	12
FIs	0

(i)

4/1 - 5/13/2011



BISHOP POLICE DEPARTMENT

PATROL STATISTICS

REPORTING PERIOD: 04/01/2010 - 05/13/2010

05/13/2011

Statistic	Count
Total Incidents	1410
Calls for Service	413
Officer Initiated Incidents	997
Traffic Stops	240
Other OIA Incidents	757
Bus/Building checks	24
Veh/Ped Check	46
Total Officer Reports	129
Accident	7
Criminal Accident	1
Felony	14
Information	63
Infraction	0
Misdemeanor	43
Unclassified Reports	1
Total Misdemeanor & Felony Arrests	47
Misdemeanor Arrests	43
Felony Arrests	4
Total Citations	161
BISHOP MUNI CODE	12
Infraction	57
Misdemeanor	18
Parking	60
Unclassified	14
FIs	1

4/1 - 5/13/2010

TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

SUBJECT: **PUBLIC HEARING – For Submittal of State Community Development Block Grant (CDBG) Application for Planning and Technical Assistance (PTA)**

DATE: May 23, 2011

- Attachments:**
1. *Consideration of State Planning and Technical Assistance (PTA) Grant Applications, from Assistant City Administrator/Community Services Director Keith Caldwell*
 2. Notice of Public Hearing published May 12, 2011
 3. Application Package

BACKGROUND/SUMMARY

A Public Hearing was held on May 9, 2011 regarding the Notice of Funding Availability (NOFA) for the 2010-2011 State CDGB Planning and Technical Assistance (PTA) grants, and to discuss possible activities and projects to apply for funding. The attached memo from Assistant City Administrator/Community Services Director Keith Caldwell provided background information for this grant program.

As a result, a proposed application has been developed which includes three project discussed on May 8. These Include:

- | | |
|---|----------|
| 1. Application preparation for developing an Affordable Housing Project with Home Partnership Funds and Tax Credits | \$45,225 |
| 2. Northeast Quadrant Sewer Study | \$35,000 |
| 3. Geographic Information System (GIS) | \$35,000 |

It is specifically noted that the grant requires a 25% Cash Match; IMACA and City shares:

1. IMACA 25% Cash Match	\$8,881
2. <u>City 25% Cash Match</u>	<u>\$19,925</u>
TOTAL 25% Cash Match	\$28,806

Potential fund sources for the City match include the Sewer Fund and the General Fund Cash Balance.

RECOMMENDATION

Hold the Public Hearing on proposed CDBG grant application.

MEMORANDUM

TO: James M. Southworth, City Administrator

FROM: Keith Caldwell, Assistant City Administrator/ Community Services Director KSC

DATE: May 23, 2011

SUBJECT: Consideration of State Planning and Technical Assistance (PTA) Grant Applications

A Public Hearing was held at the May 9, 2011 City Council Meeting to announce the Notice of Funding for State Planning and Technical Assistance (PTA) Grant Applications. The following is a summary of the provisions of the grant.

The California Department of Housing and Community Development (HCD) recently issued a Notice of Funding Availability (NOFA) for the 2010-11 Planning and Technical Assistance (PTA) grant allocation. The PTA allocation is a component of the State Community Development Block Grant (CDBG) Program which is administered by HCD. The Block Grant Program provides federal funds for local community development activities such as affordable housing, anti-poverty programs, and infrastructure development.

The PTA allocation provides funding in the form of grants to small cities and rural counties for planning and feasibility studies related to eligible CDBG activities. PTA studies must meet the requirement to benefit low-income residents or the national objective to eliminate slums and blight. The City of Bishop has received funding through the CDBG Program in past years, including the PTA component. Projects funded through this Program have included an emergency generator for the fire station and development of the City's Geographic Information System (GIS).

A total of \$3 million dollars is available with this year's PTA program, including \$1.5 million for the General Allocation and \$1.5 million for the Economic Development Allocation. The General allocation focuses on: housing; public improvements; community facilities; public services; and local planning issues. The ED allocation centers on business development and job creation through assisting micro –enterprise businesses and larger businesses to locate or expand within the applicant's jurisdiction. Jurisdictions may request up to \$140,000 for no more than three studies. A 25 percent cash match is required for the studies and in-kind contributions may not be used for this requirement.

Requested funding may be for either project specific or non-project specific studies. Examples of project specific studies include: development of a rental housing project; development of a new Head Start day care facility; and rehabilitation of an affordable apartment complex. Examples of non-project specific project studies include: housing element updates; GIS mapping; general community-wide needs assessments related to homeless or senior services; and downtown revitalization studies.

Funding for this program is non-competitive. Funds will be awarded to qualified applicants until the allocations are exhausted. When all of the funds are awarded and there are more qualified applications than funds are available, the State will utilize a tie-breaker process based on the eligible jurisdiction's percentage of low and moderate income residents or Target Income Group (TIG). The State has determined that Bishop's TIG score is 53.5 percent while the average for other eligible jurisdictions in the State is 46.8 percent. This means that the City would score relatively well in a tie-breaker process but there is no guarantee of funding because there are many small cities and rural counties with a higher TIG percentage than Bishop.

Recommendation: City Council approves the submittal of applications for State Planning and Technical Assistance Grant.

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

NOTICE IS HEREBY GIVEN that the City Council of the City of Bishop will conduct a public hearing on May 23, 2011, 7:00 p.m., at the City Council Chambers, 301 West Line Street, Bishop, to discuss the Fiscal Year 2010-11 Community Development Block Grant (CDBG) Planning and Technical Assistance (General Allocation and/or Economic Development) application and to solicit citizen input.

The City of Bishop is applying for the maximum grant amount of \$140,000 under the Planning and Technical Assistance Grant (General Allocation and Economic Development) for the eligible activities:

- 1) Application Preparation for Developing an Affordable Housing Project with Home Partnership Funds and Tax Credits;
- 2) Northeast City Quadrant Sewer Study; and
- 3) Geographic Information System (GIS).

The purpose of the public hearing will be to give citizens an opportunity to make their comments known. 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 James Southworth, City Administrator, Bishop City Hall, 377 West Line Street, Bishop, CA 93514. In addition, a CDBG public information file is available for review at the above address between the hours of 8:00 a.m. and 4:30 p.m. on weekdays if you would like more information about the CDBG program.

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, familiar status (children), or handicap.

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

Published May 12, 2011

CITY OF BISHOP
APPLICATION PACKAGE

for

State Community Development Block Grant (CDBG) Program
2010-11 Planning and Technical Assistance Allocation



City of Bishop

377 West Line Street, P. O. Box 1236
Bishop, California 93515

City Hall 760-873-5863
Public Works Department 760-873-8458
FAX: 760-873-4873
Email: cityclerk@ca-bishop.us
Website: <http://www.ca-bishop.us>

COMPLETE ORIGINAL

TABLE OF CONTENTS
CITY OF BISHOP PLANNING AND TECHNICAL
ASSISTANCE (PTA) GRANT APPLICATION

Page #	CONTENT
3	Application Summary Form (completed and signed)
8	Hold Out Status, Growth Control and Housing Element Compliance (attached compliance documents if required)
10	Program Income Commitment Chart
11	Environmental Clearance (executed Finding of Exemption and Form 58.6)
13	Resolution of the Governing Body (original or certified copy)
15	Letter from Executive Director of the Inyo Mono Advocates for Community Action, Inc. (IMACA) committing to Cash Match for Study
16	Draft Subrecipient Agreement between City of Bishop and Inyo Mono Advocates for Community Action
45	Statement of Assurances (06/2009 revision signed by Chief Executive Officer)
51	OMB Circular A-133 (completed and signed)
52	Citizen participation – copy of two public hearing notices. One for design-phase hearing and one for application approval hearing. A third public hearing notice is also included from last year's CDBG design phase public hearing
60	Section 504 Self-evaluation (completed and signed)
68	Activity Description Form for Application Preparation for Developing an Affordable Housing Project
70	Budget Chart, Schedule 1 – for Application Preparation for Developing an Affordable Housing Project

<p>TABLE OF CONTENTS CITY OF BISHOP PLANNING AND TECHNICAL ASSISTANCE (PTA) GRANT APPLICATION</p>
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Page #	CONTENT
72	Task and Milestone Chart, Schedule 2 – for Application Preparation for Developing an Affordable Housing Project
83	*Documentation of meeting HUD national objective, TIG or Slums and Blight for Application Preparation for Developing an Affordable Housing Project (as required in Attachment 5).
86	Map showing exact location of project or development agreement to be used to create project.
	Activity Description Form for Northeast Quadrant Sewer Study
	Budget Chart, Schedule 1 – for Northeast Quadrant Sewer Study
	Task and Milestone Chart, Schedule 2 – Northeast Quadrant Market Study
	Documentation of meeting HUD national objective, TIG or Slums and Blight for Northeast Quadrant Study
	Map showing exact location of project or development agreement to be used to create project.
	Activity Description Form for Geographic Information System (GIS)
	Budget Chart, Schedule 1 – for Geographic Information System (GIS)
	Task and Milestone Chart, Schedule 2 – Geographic Information System (GIS)
	*Letters of intent of commitment from business owner (applicable to ED only)
	Documentation of meeting HUD national objective, TIG or Slums and Blight for Geographic Information System (GIS)
	Map showing exact location of project or development agreement to be used to create project.

Application Summary
State Community Development Block Grant
Planning and Technical Assistance Allocations



1.a Applicant Information

ED Allocation Application and/or General Allocation Application

Applicant

Name: City of Bishop

Address: 377 West Line Street

City: Bishop State: California Zip Code 93514

County: Inyo

Check here if this is a Joint Application and complete a summary page for each applicant.

1.b Authorized Representative (Per Resolution)

First Name: James Last Name: Southworth

Job Title: City Administrator/Planning Director

Check if the address information is the same as above in 1.a, if not fill in information below.

Address: _____

City: _____ State: _____ Zip Code _____

Phone: (760) 873-5863 Ext: _____ Fax: (760) 873-4873

Email: jim@ca-bishop.us

1.c Applicant Contact

Check if the contact information is the same above in 1.b, if not fill in information below.

First Name: _____ Last Name: _____

Name of Agency: _____ Job Title: _____

Address: _____

City: _____

State: _____ Zip Code _____

Phone: _____ Ext: _____ Fax: _____

Email: _____

2. Requested Funding by Activity

Activity Title - Insert only one ED or General activity title per line in this table, and indicate ED or General. See sample list of project activity titles provided in Attachment 4.	ED / Gen	Non-Project Specific Planning Activities	Project Specific Planning Activities
Development of an Affordable Rental Housing Project using HOME Partnership and Tax Credit Funds	Gen	\$	\$45,225.00
Northeast City Quadrant Sewer Study	Gen	\$35,000.00	\$
Geographic Information System Update	ED	\$35,000.00	\$
	/	\$	\$
	/	\$	\$
	/	\$	\$
General Administration (not to exceed 5 percent of funds requested)		\$3,500.00	\$1,275.00
Total Amount Requested		\$73,500.00	\$46,500.00
Grand Total (Max. \$140,000)		\$120,000.00	

3. List of Cash Match Sources

Required Cash Match	Name of Source: City or County or Other (non state or federal funds)	Approved Cash Match
	City of Bishop	\$19,925.00 *
	IMACA	\$8,881.00 *
		\$
	Total	\$28,806.00

* NOTE - Enter only the total amount required to be committed.

4. Legislative Representative Information

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

	District #	First Name	Last Name
Assembly			
Senate			
Congress			

	District #	First Name	Last Name
Assembly			
Senate			
Congress			

5. Target Population Served

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

9. Official(s) Authorized to Sign Applicant

Name James Southworth
(Type or Print)

Title City Administrator/Planning Director
(Type or Print)

Signature _____ Date _____

ADDITIONAL SIGNATURES REQUIRED FOR JOINT APPLICATIONS ONLY

Name _____
(Type or Print)

Title _____
(Type or Print)

Signature _____ Date _____

10. Citizen Participation Process for Application

Has the applicant conducted a design phase public hearing within twelve months of release date of the NOFA? (Put copy of the notice in application.)

Yes **No** (If No, applicant cannot apply.)

Has the applicant conducted the proper application approval public hearing prior to submitting application? (Put copy of the notice in application)

Yes **No** (If No, applicant cannot apply.)

11. Hold Out Status of Applicant

Has the applicant received a Hold Out letter from the Department?

Yes (Date of letter: _____) **No**

If Yes, has the applicant cleared the hold out status and received a waiver letter from the Department?

Yes (Date of letter: _____) **No** (If No, applicant cannot apply.)

12. Growth Control Compliance

Has the applicant's jurisdiction enacted limitations on residential construction, for which limitations are not establishing agricultural preserves, not imposed by another agency, or not based on a health and safety need?

Yes. If Yes, see note below **No**

NOTE: If the applicant has a General Plan, ordinance, or other measure that directly limits by number either the building permits that may be issued for residential construction, or buildable lots that may be developed for residential purposes, and the measure does not meet any of the exceptions found in the Program Regulations, Section 7056(b)(2)(B), check "Yes" and attach a copy of the measure in this section of the application.

13. Housing Element Compliance

Statutory Authority: State of California Health and Safety Code Section 50829.

Contents of the Housing Element are not reviewed by State CDBG staff. Except as otherwise provided in Section 50830 of the Health and Safety Code, no local application for funds shall be denied because of the content of the city or county's housing element or because of the Department's findings with respect to the city's or county's housing element but the proper adoption process must be followed. Contact Paul McDougall at (916) 322-7995 to verify compliance.

As a condition of receiving an award, each jurisdiction's adopted Housing Element must be in compliance with CDBG statutes. **The Department will not award funds to any applicant who is not in compliance and applicants should have a housing element in CDBG statute compliance at application submittal.**

Is the applicant's Housing Element in State CDBG Compliance?

Yes

No (If No, applicant cannot apply.)

14. Program Income Committed Planning Activities

A. Enter the amount of Program Income (PI) that has been committed to activities in this application:

Use same activity titles as shown in part 2 of application summary (please specify if ED or Gen activity→). Activity Titles:	Specify ED or General	Dollar Amount Committed (Per Resolution) Attach Resolution

B. Total Dollar Amount of PI funds **Committed** to activities in this application. \$ _____

NOTE: Planning activities have the following rules when using PI:

- A. PI funds used for planning activities are considered General Administration (GA) or Activity Delivery (AD) funds. The combined cost for GA and AD is limited to 18% of a jurisdiction’s annual PI expenditures. As such, PI funds must be expended on PI-eligible activities (for example, from an existing Revolving Loan Account for Housing Rehab; or through a PI Waiver project) prior to being able to use PI for GA or AD costs. Please ensure PI has been or will be spent on eligible activities, so that the 18 percent in GA and AD can be available for committing to the planning grant. Do not commit PI funds to the PTA grant in excess of an amount that will equal 18% or less of your jurisdiction’s total annual expenditure of PI.
- B. All PI that is being committed to planning activities in this application must be identified in the governing body resolution. In addition, the applicant must ensure that proper citizen participation process is followed.
- C. All PI committed to planning activities **must be spent first**, prior to drawing down any State CDBG grant funds.

15. NEPA Environmental Compliance Documents

Finding of Exemption Form

FINDING OF EXEMPTION

It is the finding of the City of Bishop that the activities proposed in this application for State Community Development Block Grant funds are exempt from environmental review requirements under NEPA because they are defined as exempt activities in 24 CFR Part 58.34. The activity(s) judged exempt consist(s) of:

List Each Exempt Activity with a brief description: **NEPA Citation**

- 1. General Administration Activities **58.34 (a) (3)**
- 2.
- 3.
- 4.

James Southworth City Administrator/Planning Director
Printed Name of Authorized Official Title

Signature Date

FORM 58.6

ACTIVITY DESCRIPTION FOR EACH PROPOSED EXEMPT ACTIVITY:

- 1) General Administration Activities
- 2)
- 3)

Level of Environmental Review Determination: Exempt per 24 CFR. 58.6

(Exempt per 24 CFR 58.34, Categorically excluded not subject to statutes per § 58.35(b), Categorically excluded subject to statutes per § 58.35(a), Environmental Assessment per § 58.36, or EIS per 40 CFR 1500)

STATUTES and REGULATIONS listed at 24 CFR 58.6

FLOOD DISASTER PROTECTION ACT

1. Does the project involve acquisition, construction or rehabilitation of structures located in a FEMA-identified Special Flood Hazard?

() No; Cite Source Document: Planning Study will not impact 100 year flood zone.
This factor is completed

() Yes; Source Document:

2. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

() Yes (Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept on file).

() No (**Federal assistance may not be used in Special Flood Hazard Areas.**)

COASTAL BARRIERS RESOURCES ACT

1. Is the project located in a coastal barrier resource area?

() No; Cite Source Documentation:

There are no coastal barrier resource areas in California

(This element is completed).

() Yes - **Federal assistance may not be used in such an area.**

AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES

1. Does the project involve the sale or acquisition of existing property within a Civil Airport's Runway Clear Zone or a Military Installation's Clear Zone?

() No, **Because the Activity does not involve sale or acquisition of property. Project complies with 24 CFR 51.303(a)(3).**

() Yes; **Disclosure statement must be provided to buyer and a copy of the signed disclosure must be maintained in this Environmental Review Record.**

David Grah

May 24, 2011

Preparer Signature / Print Name /Date

James Southworth

May 24, 2011

Responsible Entity Official Signature / Print Name / Date

RESOLUTION NO. __

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

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

SECTION 1:

The City Council has reviewed and hereby approves an application under the Economic Development and General Allocation for up to \$140,000 for the following activities:

Application Preparation for Developing an Affordable Housing Project With Home Partnership Funds and Tax Credits	\$45,225.00
Northeast Quadrant Sewer Study	\$35,000.00
Geographic Information System (GIS) Update	\$35,000.00

SECTION 2:

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

SECTION 3:

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

IMACA Cash Match Commitment	\$8,881.00
City of Bishop Cash Match	\$19,925.00
<hr/>	
TOTALS	\$28,806.00

SECTION 4:

The City Administrator is hereby authorized and directed to act on the City's behalf in all matters pertaining to this application.

SECTION 5:

If the application is approved, the City Administrator is authorized to enter into and sign the grant agreement and any subsequent amendments with the State of California for the purposes of this grant.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Bishop held on the 23rd day of May, 2011.

LAURA SMITH, MAYOR

ATTEST: James M. Southworth, City Clerk

By: _____
Denise Gillespie, Assistant City Clerk



People Helping People

May 11, 2011

Ms. Cathy Creswell
Acting Department Director
California Department of Housing and Community Development
P.O. Box 952054, MS 330
Sacramento, CA 94252-2054

RE: INYO MONO ADVOCATES FOR COMMUNITY ACTION, INC.
(IMACA) CASH MATCH COMMITMENT FOR STATE
PLANNING AND TECHNICAL ASSISTANCE (PTA) GRANT
(CDBG) PROGRAM FUNDING

Dear Ms. Creswell:

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

The amount of the cash match shall be as provided in the approved contract between the HCD, the City of Bishop, and IMACA. The cash match shall not exceed 25 percent of the award as determined by the State HCD for the PTA activity entitled Application Preparation for Developing an Affordable Housing Project with Home Partnership Funds and Tax Credits.

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

Sincerely,

Daniel Steinhagen
by Michael J. Oswald, Controller

Daniel Steinhagen, Executive Director, IMACA

cc: James Southworth, City of Bishop

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

Child Development
& Family Services
Head Start-State
Preschool
(with sites in Bishop, Lone Pine,
Mammoth, and Lee Vining)
Administrative Office
218-A So. Main St.
Bishop, CA 93514
(760) 873-3001
Fax (760) 872-5570

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

REACH / CONNECTIONS
180 Clarke Street
Bishop, CA 93514
(760) 873-3021
Fax (760) 873-6724

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

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

Serving Inyo, Mono & Alpine Counties since 1981

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DRAFT
SUBRECIPIENT AGREEMENT

**AGREEMENT BETWEEN CITY OF BISHOP
AND
INYO MONO ADVOCATES FOR COMMUNITY ACTION, INC. (IMACA)
FOR
YEAR 2010-2011 PLANNING AND TECHNICAL ASSISTANCE (PTA) ALLOCATION
OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

THIS AGREEMENT, entered this _____ day of _____, 2011 by and between the City of Bishop (herein called the "Grantee") and Inyo Mono Advocates for Community Action, Inc. (IMACA) (herein called the "Subrecipient").

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

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

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

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

I. SCOPE OF SERVICE

A. Activities

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

Program Delivery

Activity #1 Preparation of HOME Partnership and Federal Tax Credit applications for the construction of a new affordable rental project for seniors and people with disabilities in the City of Bishop, California.

General Administration

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

B. National Objectives

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

The Subrecipient certifies that the activities carried out under this Agreement will meet the National Objective of benefiting low- and moderate-income persons. This objective will be met by providing housing for approximately 118 low-income and/or persons with disabilities, including developmental disabilities.

C. Levels of Accomplishment – Goals and Performance Measures

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

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
Activity #1	5 persons	60 persons
Activity #1 is the preparation of HOME Partnership and Tax Credit applications in support of a new affordable rental housing development for low-income seniors and persons with disabilities		

NOTE: Unit of service is a target income person.

D. Staffing

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

- Daniel C. Steinhagen – IMACA Executive Director
- Mike O'Carroll – IMACA Controller
- Larry Emerson – IMACA Housing Development Supervisor
- James Southworth – City of Bishop City Administrator/Planning Director
- David Grah – City of Bishop City Engineer/Public Works Director
- Keith Caldwell – City of Bishop Assistant City Administrator/Community Services Director

E. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the ____ day of _____, 2011 and end on the ____ day of _____ of 2015. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount:</u>
Preparation of Tax Credit Application	<u>\$ 29,625.00</u>
Preparation of HOME Part. Application	<u>\$15,600.00</u>
TOTAL	\$ 45,225.00

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

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$45,225. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

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

V. NOTICES

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

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

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

VI. SPECIAL CONDITIONS

None.

VII. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

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

F. Grantee Recognition

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

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this

Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

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

H. Suspension or Termination

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

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

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual

performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

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

4. Disclosure

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

5. Closeouts

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make

excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report [insert frequency of reports, e.g., "monthly"] all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

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

3. Travel

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

E. Use and Reversion of Assets

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

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG

National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

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

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

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

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975,

Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

plan for an Affirmative Action Program for approval prior to the award of funds.

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

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

3. Access to Records

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

4. Notifications

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

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

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer. Additional

State of California Requirements regarding the State Equal Opportunity provisions are contained in Attachment A.

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

"Section 3" Clause

- a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

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

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

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

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

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

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the

Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

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

3. Hatch Act

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

4. Conflict of Interest

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

- a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

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

5. Lobbying

The Subrecipient hereby certifies that:

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

subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

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

7. Religious Activities

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

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

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

Date _____

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

[Grantee]

[Subrecipient]

By James Southworth
Chief Elected Official or Executive Officer

By Daniel Steinhagen

Title Executive Director

Attest _____
ASSISTANT CITY CLERK

Countersigned: _____
FINANCE OFFICER

By _____

Title _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. _____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANCE SUPERVISOR

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

SCOPE OF SERVICES

A. **Principal Tasks**

The Subrecipient will be responsible for administering an allocation of the CDBG Year 2010-2011 Planning and Technical Assistance (PTA) Grant for the developing an affordable housing project utilizing HOME Partnership Funds and Tax Credits, also referred to as (Application Preparation), for the city of Bishop, hereinafter referred to as "the Grantee." The Subrecipient will administer all tasks in connection with the aforesaid program in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

The major goal of the Subrecipient's efforts under this Agreement will be the preparation of HOME Partnership and Tax Credit applications for an affordable rental housing project, per the Subrecipient's proposal of May 23, 2011, as amended and approved by the Grantee on [date]. Changes to the program goals, scope of services, schedule or budget, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and Grantee. Toward the goal of the preparation of HOME Partnership and Tax Credit Funding applications, the major tasks that the Subrecipient will perform include, but are not necessarily limited to, the following:

1) Preparation of the Tax Credit application shall include, as a minimum, the following tasks (assumes NOFA is issued mid January and application is due late March 2012):

- A. Pre-application and workshop(s). Prior to issuance of Notice of Funding Availability (NOFA), consultant will research any modifications to the regulations pertaining to Tax Credit applications. Consultant will also attend one or more (if necessary) workshops for preparation of a CTCAC application to obtain information on the requirements, scoring, and awards. Approximate time required: 4 weeks. Estimated timeframe: mid January to mid February 2012.
- B. Site Studies and Property Appraisal. Consultant and City of Bishop will work with sub-consultants on preparation of a Phase I Environmental Site Assessment (ESA), a property appraisal, flood hazard determination, and any other site studies required to be submitted with the Tax Credit application. Approximate time required: 6 weeks. Estimated timeframe: early February to mid March 2012.

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

Availability (NOFA), consultant will research any modifications to the regulations pertaining to the HOME Partnership funding application. Consultant will also attend one or more (if necessary) workshops for preparation of a HOME Partnership application to obtain information on the requirements, scoring, and awards. Approximate time required: 6 weeks. Estimated timeframe: mid May to late June 2012.

- B. Update Site Studies and Property Appraisal. Consultant and City of Bishop will work with sub-consultants to update the Phase I Environmental Site Assessment (ESA), property appraisal, flood hazard determination, geotechnical report and other site studies, as required by the NOFA, HUD, and HCD. Consultant will obtain legal opinion from City Attorney on compliance with Article XXXIV. Approximate time required: 4 weeks. Estimated timeframe: mid June to mid July 2012.
- C. Update Financial Feasibility. Working with the City of Bishop, the consultant will contract with a sub-consultant to prepare update the previously prepared financial analysis for the development proposal in compliance with HOME Partnership standards. Approximate time required: 4 weeks. Estimated timeframe: mid June to mid July 2012.
- D. Update Market Study. The consultant will contract with a sub-consultant to prepare an update to the market study conducted for the CTCAC application. The market study will be prepared in accordance with the latest adopted California Tax Credit Allocation Committee & California Debt Limit Allocation Committee Joint Market Study Guidelines. Approximate time required: 4 weeks. Estimated timeframe: mid June to mid July 2012.
- E. Obtain local approvals. The consultant, working directly with the City, shall work ensure the project complies with all local land use regulations and obtain necessary entitlements prior to submitting a funding application. Approximate time required: 8 weeks. Estimated timeframe: mid June to mid August 2012.
- F. Update Design Plans. The consultant shall contract with an architect to update design plans for the affordable housing project. The design plans shall include as a minimum site, floor and elevation drawings. In addition, the architect shall work with building contractors to prepare a detailed development budget in compliance with HOME Partnership standards. The final design plans and budget are subject to review and approval by the City of Bishop. Approximate time required: 8 weeks. Estimated timeframe: mid June to August 2012.
- G. Prepare HOME Partnership Application. The consultant shall prepare the HOME Partnership funding application. The application materials and studies shall be in substantial compliance with the NOFA issued by HCD. At least three weeks prior to submittal of the application, a draft shall be provided to the City for comments. At least one week prior to submittal,

the consultant shall provide the City with a final draft of the application.
Approximate time required: 4 weeks. Estimated timeframe: early July to early August 2012.

- 3) **Work write-ups:** The Subrecipient will complete a detailed work write-up of the work to be performed, including estimated costs of each activity, materials to be used, and industry or regulatory standards to be met. This write-up will be initialed and dated by the Grantee.
- 4) **Solicitation and selection of contractors:** The Subrecipient will assist with the identification, proper solicitation, and selection of contractors and subcontractors qualified to perform all aspects of the studies related to the preparation of Tax Credit and HOME Partnership applications. The Subrecipient will provide forms and sample contract formats to use in contracting with the contractors and will assist in ensuring that the description of the work contained in any contracts with contractors is accurate and complete.
- 5) **Approval of contractor payments:** As work progresses and as invoices are submitted by contractors, the Subrecipient will verify that the expenses are reasonable and the work has been completed properly and will authorize drawdown of funds from the Grantee, and disbursement to the contractors.
- 6) **Maintenance of case files and other records:** the Subrecipient will maintain files, including application and documentation of renter eligibility, work write-ups (along with repayment/ recapture provisions), documentation of liens and any other forms of security, contractor selection criteria, copy of contract, documentation on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders, and approved contractor invoices for payment (with owner sign-off). The Subrecipient will maintain these and other program and financial records in accordance with the general requirements for record keeping specified in Section ___ of this Agreement.

B. Staffing

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

Staff Member Title	General Program Duties	Time Allocation
Daniel Steinhagen, Executive Director	General program oversight and administration; revision of forms and procedures; approval of sub consultants.	5 hours/week
Larry Emerson, Housing Development Supervisor	Assist with revision of forms and procedures; outreach; intake and eligibility determinations; solicitation of contractors; maintenance of program records; preparation of funding applications; coordination of work with sub-consultants; consultation with City of Bishop regarding work product and selection of sub-consultants	25 hours/week
Mike O'Carroll, Controller	Administration and oversight of Financial Records; submission of approved contractor invoices	5 hours/week

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

C. Project Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, (Subrecipient's name) will perform the described tasks and complete the preparation of the development of an affordable rental housing project using HOME Partnership and Tax Credit funds in conformance with the schedule attached as Exhibit 1.

D. Line Item Budget

The following is the budget for the CDBG FY 2010-2011 PTA Grant for the preparation of HOME Partnership and Tax Credit applications in support of an affordable housing project to be administered by IMACA. Unless otherwise noted, this budget may only be modified through a formal written amendment approved by the Grantee.

CTCAC 9% ApplicationPreparation	\$29,625.00
HOME Partnership Application Prep.	<u>\$15,600.00</u>
TOTAL	\$45,225.00

METHOD OF COMPENSATION/SCHEDULE OF PAYMENTS

A. Direct Project Expenses

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

Exhibit 1

**Tax Credit and HOME Partnership Application Preparation
Work Schedule – CDBG YEAR 2010-2011**

Tasks/Program Goals		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
1.	Tax Credit Pre-application and Workshops	X											
2.	Site Studies and Appraisal	X	X										
3.	Financial Feasibility	X	X										
4.	Market Study	X	X										
5.	Site Amenities Analysis	X	X	X									
6.	Design Plans	X	X	X									
7.	Tax Credit Application Preparation		X	X									
8.	HOME Partnership Pre-application and Workshops					X	X						
9.	Update Studies					X	X	X					
10.	Local Approvals							X	X				
11.	Prepare HOME Partnership Application								X	X			

B. Relocation Assistance

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

C. Operations/Administrative Expenses

During start-up of the CDBG FY 2010 Grant for Silver Peaks Project (Months 1–3), the Subrecipient may draw down on a monthly basis up to one-twelfth of the budgeted amount for Operations and Administration, to cover expenses actually incurred. After Month 3, drawdowns against the balance of budgeted funds for Operations and Administration must be based on costs actually incurred, and proportional to the percentage of the total authorized amount for the project that have been expended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATEMENT OF ASSURANCES (June 2009) - Forms

By checking the boxes 1-22, the certifier assures the statements are true.

The City of Bishop hereby assures and certifies that:

1. Legal Authority
It possesses legal authority to apply for the grant and to execute the proposed program.
2. Application Authorization
Its governing body has duly adopted or passed as an official act or resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer or other designee to act in connection with the application and to provide such additional information as may be required.
3. Citizen Participation
It has or will comply with all citizen participation requirements, which include, at a minimum, the following components:
- a. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which CDBG funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction; and
 - b. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by CDBG regulations, and relating to the actual use of funds under this title; and
 - c. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee; and
 - d. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program. These include at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries and with accommodation for the handicapped. This shall include two public meetings: one during the program design, annual performance report preparation, and formal amendments, and a second public hearing shall be conducted prior to application submittal for the community to approve the application being submitted; and

STATEMENT OF ASSURANCES (June 2009) - Forms

- e. Solicits and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
- f. Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can reasonably be expected to participate.

4.

National Objective

The CDBG Program has been developed so as to primarily benefit targeted income persons and households, and each activity in the program meets one of the three national objectives: benefit to low- and moderate-income persons, elimination of slums and blight, or meets an urgent community need certified by the grantee as such. (Remember: PTA grants may not use Urgent Need as a National Objective.)

5.

NEPA Environmental Review

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

6.

CEQA

Consents to assume the role of either Lead Agency as defined by Section 21067 of the California Public Resources Code, or if another public agency is or will be designated Lead Agency, it consents to assume the role of Responsible Agency as defined by Section 21069 of the California Public Resources Code, in order to ensure compliance with CEQA.

7.

Audit/Performance Findings

Has resolved any audit findings or performance problems for prior CDBG grants awarded by the State.

8.

Growth Control

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

STATEMENT OF ASSURANCES (June 2009) - Forms

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

9. Uniform Administrative Requirements

Will comply with the regulations, policies, guidelines, and requirements of OMB Circular Numbers A-87, A-133, A-122, and 24 CFR Part 85, where appropriate, and the State CDBG regulations.

10. Nondiscrimination

Shall comply with the following regarding nondiscrimination:

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

STATEMENT OF ASSURANCES (June 2009) - Forms

- i. The prospective contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.
11. Anti-Displacement/Relocation
Will comply with the Federal Relocation Act (42 U.S.C. 4601 et seq.) and certifies that it will follow the state's residential anti-displacement and relocation plan located in Appendix L of the State's 2005-2010 Consolidated Plan. The Plan can be found at: <http://www.hcd.ca.gov/hpd/hrc/rep/fed/conplan05-10final.pdf>.
12. Labor Standards
Will comply with the following regarding labor standards:
- Section 110 of the Housing and Community Development Act of 1974, as amended.
 - Section 1720 et seq. of the California Labor Code regarding public works labor standards.
 - Davis-Bacon Act as amended (40 USC. 276a) regarding prevailing wage rates.
 - Contract Work Hours and Safety Standards Act (40 USC 3702) regarding overtime compensation.
 - Anti-Kickback Act of 1934 (41 USC 51-58) prohibiting "kickbacks" of wages in federally assisted construction activities.
13. Architectural Barriers
Will comply with the Architectural Barriers Act of 1968 (42 USC 4151-4157) and implementing regulations (24 CFR Part 40-41).
14. Conflict of Interest
Will enforce standards for conflicts of interest which govern the performance of their officers, employees, or agents engaged in the award and administration, in whole or in part, of State CDBG grant funds (Section 7126 of the State regulations).
15. Limitations on Political Activities
Will comply with the Hatch Act (5 USC 1501 et seq.) regarding political activity of employees.
16. Lead-Base Paint
Will comply with the Lead-Based Paint Regulations (24 CFR Part 35) which prohibits the use of lead-based paint on projects funded by the program.

STATEMENT OF ASSURANCES (June 2009) - Forms

17. Debarred Contractors

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

18. Inspection of Grant Activities

Will give HUD, the Comptroller General, the State Department of Housing and Community Development, or any of their authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.

19. Cost Recovery

Will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by targeted income persons unless:

- a. CDBG funds are used to pay the proportion of such assessment that relates to non-CDBG funding; or
- b. For the purposes of assessing properties owned and occupied by targeted income persons who are not of the lowest targeted income group, it does not have sufficient CDBG funds to comply with the provisions of "a" above.

20. Procurement

Will follow the federal procurement policies per 24 CFR Sec. 85.36

21. Excessive Force

Will adopt and enforce policies:

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

22. Compliance with Laws. The jurisdiction will comply with applicable laws.

STATEMENT OF ASSURANCES (June 2009) - Forms

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

NAME OF CERTIFYING OFFICIAL:

James Southworth _____ (*print/type*)

CHIEF ADMINISTRATIVE EXECUTIVE:

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

Signature (blue ink)

Date certified

ATTACHMENT 9: OMB CIRCULAR A-133

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

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

- The _____ (name of entity) has expended more than \$500,000 in Federal funds in fiscal year 2009/2010 and is required to conduct a single audit or program specific audit for this year in accordance with the provisions of OMB Circular A-133:
- The audit has been completed and has been submitted to the appropriate control agency. (Proof of submittal must be submitted with this form and the application. Failure to do so may result in denial of CDBG funds.)
 - The audit has not been completed. It is anticipated that the audit will be completed and submitted to the appropriate control agency by: _____ (date). (Upon completion of audit, proof of submittal must be submitted to CDBG in order to be eligible to access CDBG funding, if awarded.)
- The City of Bishop (name of entity) has expended less than \$500,000 in federal funds in fiscal year 2009/2010 and is exempt from the requirements of OMB Circular A-133. Non-Federal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and the General Accounting Office. (Submit proof of this statement, such as proof of sending the exemption letter to SCO, with this form and the application)

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

James Southworth
(Printed/Typed Name)

City Administrator/Planning Director
(Title)

(Signature) (blue ink)

(Date signed)

CITY OF BISHOP
2010-2011 PLANNING AND TECHNICAL ASSISTANCE (PTA)
GRANT PUBLIC HEARINGS

This is an explanation of the public hearing process utilized for the City of Bishop application for consideration of the Planning and Technical Assistant (PTA) Allocation of the 2010-2011 Community Development Block Grant (CDBG) Program.

- 1) The City of Bishop City Council held two duly noticed public hearings to consider: the design phase of the PTA grant application; and the application for the PTA grant.
- 2) The Public Hearing Notices were published in the local paper, the Inyo Register, at least ten (10) days in advance of the hearings as evidenced in the attached Proof of Notifications.
- 3) The hearings were conducted less than 30 days apart (30 days is the hearing separation recommended by HCD), but the following mitigating circumstances should be considered:
 - a. A design hearing was held approximately one year ago before the Bishop City Council for the CDBG program. The Proof of Notification for this hearing is also attached. Including this previous hearing, there were actually three separate hearings conducted by the Bishop City Council to review recommendations for the CDBG Program.
 - b. We were aware this might be an issue and requested an interpretation in advance of submitting the PTA application (please see the attached email from Mr. Jay Cook with HCD).
 - c. To meet the full intent of the Public Hearing Notification requirements, the City of Bishop took extraordinary steps to insure the greatest possible participation from citizens in the community. Notices of the hearings were placed in many public places throughout the City, such as the senior center and public library. Finally, IMACA faxed the notice to most of their low-income clients and associated agencies.
 - d. The Inyo Register published an article (attached) in advance of the application hearing which provided additional advertising for the program.

PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF INYO

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the
The Inyo Register

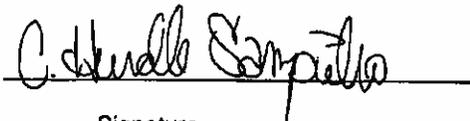
County of Inyo

The Inyo Register has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following dates, to wit:

APRIL 28

in the year 2011

I certify (or declare) under penalty of perjury that the foregoing is true and correct.
on this 28TH day of APRIL, 2011



Signature

CITY OF BISHOP NOTICE OF PUBLIC HEARING DESIGN PHASE OF POSSIBLE STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATIONS

NOTICE IS HEREBY GIVEN that a public hearing will be held on May 9, 2011, 7:00 p.m., at the City Council Chambers, 301 West Line Street, Bishop, for the purpose of discussing possible funding applications under the State Community Development Block Grant (CDBG) Program and to solicit citizen input on possible activities to be included in these applications.

The General and Economic Development Allocations of the State CDBG program publish Notices of Funding Availability (NOFA's) each program year (July 1 to June 30). Eligible cities and counties may submit applications for CDBG funds under these NOFA's. Typically, up to \$600,000 is available under the General Allocation NOFA each year. Up to \$500,000 is available under the Economic Development Enterprise Allocation each year. Also, the Economic Development Over-the-Counter Allocation can award up to \$2,500,000 per year. Each year Planning and Technical Assistance (PTA) Grants, General Allocation Program and the ED Program, applicants can request up to \$140,000 for the City of Bishop. PTA applicants are awarded on a first-come, first-serve basis. The Department issues two small NOFA's each year under the Native American and Colonia's Allocations. The Native American Allocation is only for areas where concentrations of low income Native Americans live, who are not part of a federally recognized Indian tribe or Rancharia. The Colonia's funding is only for designated communities within 150 miles of the Mexican-American border.

Eligible activities under the above allocations and NOFA's consist of: housing new construction projects; housing acquisition; and housing rehabilitation programs; community facility and public work projects; public service programs and planning studies. Economic Development (ED) programs and projects are also eligible along with planning activities. Eligible activities (ED and/or General) paid for with State CDBG funds must meet one or more of the three national objectives listed in CDBG federal statutes as follows: benefit to low income households or persons; elimination of slums and blight; or meeting urgent community development need.

The City of Bishop anticipates submitting applications under one or more of the State CDBG NOFA's published during the program year(s). Applications are anticipated under the General and Economic Development Components as well as the Planning and Technical Assistance Components. A separate public hearing will be held to discuss and approve each proposed application prior to submittal to the State.

The purpose of this public hearing will be to give citizens an opportunity to provide comments on types of eligible activities the City should be applying for under the State CDBG program. 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 James Southworth, City Administrator, Bishop City Hall, 377 West Line Street, Bishop, CA 93514. In addition, information is available for review at the above address between the hours of 8:00 a.m. and 4:30 p.m. on weekdays.

The City 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.

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

Published: April 28, 2011
(IR 4/28/2011, #9456)

PROOF OF PUBLICATION

(2015.5 C.C.P.)

This space is for County Clerk's Filing Stamp

STATE OF CALIFORNIA,
COUNTY OF INYO

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the
The Inyo Register

Proof of Publication of Public Notice

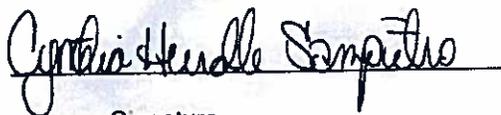
County of Inyo

The Inyo Register has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following dates, to wit:

MAY 12

in the year **2011**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.
on this **12TH** day of **MAY, 2011**



Signature

320 PUBLIC NOTICES

CITY OF BISHOP NOTICE OF PUBLIC HEARING FOR SUBMITTAL OF STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Bishop will conduct a public hearing on May 23, 2011, 7:00 p.m., at the City Council Chambers, 301 West Line Street, Bishop, to discuss the Fiscal Year 2010-11 Community Development Block Grant (CDBG) Planning and Technical Assistance (General Allocation and/or Economic Development) application and to solicit citizen input.

The City of Bishop is applying for the maximum grant amount of \$140,000 under the Planning and Technical Assistance Grant (General Allocation and Economic Development) for the eligible activities:

- 1) Application Preparation for Developing an Affordable Housing Project with Home Partnership Funds and Tax Credits;
- 2) Northeast City Quadrant Sewer Study; and
- 3) Geographic Information System (GIS).

The purpose of the public hearing will be to give citizens an opportunity to make their comments known. 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 James Southworth, City Administrator, Bishop City Hall, 377 West Line Street, Bishop, CA 93514. In addition, a CDBG public information file is available for review at the above address between the hours of 8:00 a.m. and 4:30 p.m. on weekdays if you would like more information about the CDBG program.

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, familial status (children), or handicap.

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

Published May 12, 2011
(IR 5/12/11, #9479)

PROOF OF PUBLICATION

(2015.5 C.C.P.)

This space is for County Clerk's Filing Stamp

STATE OF CALIFORNIA,
COUNTY OF INYO

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the
The Inyo Register

Proof of Publication of Public Notice

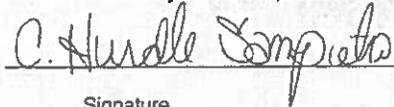
County of Inyo

The Inyo Register has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following dates, to wit:

APRIL 29

in the year 2010

I certify (or declare) under penalty of perjury that the foregoing is true and correct.
on this 29TH day of APRIL, 2010



Signature

CITY OF BISHOP NOTICE OF PUBLIC HEARING CDBG GENERAL ALLOCATION 2010-2011

NOTICE IS HEREBY GIVEN that the City of Bishop will conduct a public hearing by the City Council on Monday, May 10, 2010, at 7:00 p.m. at the City Council Chambers, 301 West Line Street, Bishop, to discuss the Fiscal Year 2010-2011 Community Development Block Grant Program for the General Allocation and to solicit citizen input.

Maximum award limits for each CDBG allocation are specified in the Notice of Funding Availability (NOFA).

The dollar amount of General Colonias, and Native American allocation funds available varies each year, and a grant from these allocations does not count toward any yearly caps under the Economic Development or Planning and Technical Assistance allocations of the CDBG Program.

The major activity categories eligible for funding requests this year are Homeownership, Housing Rehabilitation, Public Facilities, Public Services, and Public Improvements activities. Projects funded with CDBG General, Native American, and/or Colonias Allocations must meet the National Objective of Benefit to Targeted Income Group (TIG) persons.

The City of Bishop anticipates applying for the maximum grant amounts as stated in the Notice of Funding Availability (NOFA).

The purpose of the public hearing will be to provide citizens an opportunity to comment/recommend activities for preparation of the CDBG application. If you are unable to attend the hearing, you may provide comments in person, over the phone (760) 873-5863, through email at clerk@cityofbishop.us or in writing to Richard F. Pucci, City Administrator, Bishop City Hall, 377 West Line Street, Bishop, CA 93514. A CDBG public information file may be viewed at the above address between the hours of 8:00 a.m. and 4:30 p.m. weekdays to obtain more information.

If you plan on attending the public hearing and need a special accommodation because of a sensory or mobility impairment/disability, or have a need for an interpreter, please contact Bishop City Hall at (760) 873-5863 to arrange for those accommodations to be made.
Published: April 29, 2010
(R 429, #8869)

Housing and development dominate City Council talks

IMACA asks city to apply for grants to help in apartment construction planning

By Mike Bodine
Register Staff

Bishop's elected officials held discussions about an affordable housing project, a city job bid awarded to a local small business and news from department heads at Monday's Bishop City Council meeting.

One of the first agenda items was a public hearing on state Community Development Block Grants and possible locally eligible candidates. Since 1974, the CDBG program sponsored by the U.S. Department of Housing and Urban Development, has helped vulnerable communities with job development and affordable housing, according to the CDBG website. The application process relies heavily on public comment, especially from low- to moderate-income residents.

The Inyo-Mono Advocates for Community Action is asking the city to apply for grants to help with planning the Silver Peak apartment project for low-income seniors and the disabled. Actually, as explained by Larry Emerson of IMACA, these grants will fund planning and technical assistance for a study to see if the project will be eligible for larger



The corner of Spruce and MacIver streets in Bishop is the proposed location for a 72-unit apartment complex for the disabled and low-income seniors. Silver Peak Apartments are a joint venture between the city, IMACA, IMAH and the Kern Regional Center. Photo by Mike Bodine

grants. Emerson said he expects the grant, if awarded, to be between \$40,000 and \$50,000.

Emerson explained that the city is the entity eligible to apply for the grants and through prior agreements, IMACA becomes a sub-recipient of the funds from the city.

The 72-unit Silver Peak project is a joint effort between the city, IMACA, the Inyo Mono Association for the Handicapped and the Kern Regional Center.

Emerson added that the grant study would allow for a more accurate estimate of the entire cost of the project. Emerson said he did not even

want to speculate at a price for the project so early in the game. And, he said the project depends on buying the property on the corner of MacIver and Spruce streets outright from Los Angeles, which he said is going very slowly. And, the city would purchase the land with CDBG money and hand it over to IMACA.

The council will decide at its next meeting, May 23, whether or not to move forward with the study applications.

Community Services Director Keith Caldwell told the council the park is really starting to buzz with activity as the weather warms. He commented on a very successful first-ever Kids Fish Camp on Opening weekend. He added that Saturday, May 21 is Plant Day at the

Community Garden. And speaking of gardens, he said the local Farmers Market is in a current state of flux as far as where it will be offered and other details.

Fire Chief Ray Seguire said the Bishop volunteers responded to 10 calls in April.

Public Works Director Dave Grah said the Iris Street Water Line Project has been awarded to Construction Specialty-Conspec Inc., of Lee Vining. The project will replace some of the last two-inch water lines in the city. Grah said Conspec's bid was about \$17,000 lower than the job cost estimated by the city.

Grah added he was pleased to announce that there have been several building permits taken out and construction activity is on the rise again.

See responses again below (in red)

From: Larry Emerson [mailto:lemerson@imaca.net]
Sent: Monday, April 18, 2011 10:24 AM
To: Jay Cook
Subject: Re: PTA Grant Questions

Jay,

Thank you for the prompt response. In the PTA NOFA, the City of Bishop has a listed TIG of 53.5 percent. Doesn't this qualify if the project is considered to benefit residents citywide? As the City is listed at 53.3% TIG, yes, this makes the majority of PTA activities eligible on a jurisdiction wide basis. However, if the studies you're proposing are for this specific apartment complex these would most likely be considered targeted, project specific studies.

After looking at the hearing requirements, we may have a problem: hearings must be 30 days apart+include 10 days notice. We can conduct two hearings before the May 25th submittal date and provide the ten days notice but cannot meet the requirement to provide 30 days between the two hearings. We could probably get three weeks between the two hearings. Does that work? The Department strongly recommends a minimum 30 days between meetings to allow time to communicate effectively with the public, however, lesser "reasonable" time periods may be allowed. I might suggest placing a copy of this e-mail response in the application to confirm our conversation with a brief narrative which explains that while the two meetings were conducted within a "reasonable" time period, to meet the application deadline, the City was unable to comply with the Departments full 30 day recommended time frame.

Larry

On 4/18/2011 9:36 AM, Jay Cook wrote:
Hi Larry, please see responses below (in red):

-----Original Message-----

From: Larry Emerson [mailto:lemerson@imaca.net]
Sent: Monday, April 18, 2011 9:07 AM
To: Jay Cook
Subject: PTA Grant Questions

Dear Mr. Cook;

My name is Larry Emerson and I am the Housing Manager for Inyo Mono Advocates for Community Action, Inc., a non-profit Community Action Agency in Bishop, California. I am working with the City of Bishop and other non-profit organizations to develop an apartment complex for low-income seniors and people with disabilities.

The City of Bishop is contemplating the submittal of a Planning and Technical Assistance (PTA) Grant application related to this project and we have a couple of questions. First, we would like to submit a request to fund two project-specific studies:

1) a market study to show that there is a demand for our project and for Tax Credit and HOME Partnership applications; and 2) a Biological Study, including Wetlands Delineation, to make sure there are no major environmental impacts that would preclude development of the site. The cost of the market study will be about \$6,500 and we estimate the cost of the Biological Study to be about \$10,000. I understand that our cash match requirement is 25 percent. Are these studies eligible for a PTA Grant? Based on the information provided here I would view these as eligible PTA activities – one key thing to remember - all activities must meet the Low-Mod Income National Objective (qualifying TIG) – the application should include HUD/Census data showing the target area qualifies (Census Tract/Block Group $\geq 51\%$ TIG), or, will need to provide an income survey or other documentation to support all beneficiaries $\geq 51\%$ TIG.

Second, after reading the NOFA, I was a little confused over the public hearing requirements for the grant. It appears that only one public hearing is required for the application approval, but there is reference on page 29 of the NOFA to the requirement for a design phase public hearing within twelve months of the release date of the NOFA. Is a second, design phase public hearing also required? To adhere to CDBG “minimum” Public Participation requirements, you must properly notice (advertise) and conduct at least TWO public meetings (Design Phase / Application Submittal). The second meeting (Application Submittal) must incorporate a formal hearing process, held in front of a governing body, which results in a resolution and the two public hearings should be within 12 months of the application submittal. (See below cut/paste – and full NOFA - for more details).

Noticing Requirements

All hearings should be noticed as widely as possible and held at a time and place convenient to the public, with accommodations made for persons with disabilities. Where a significant number (25 percent or more of local population) of non-English persons can reasonably be expected to participate, the notice must be in the appropriate language(s) and provision should be made for interpreters at the hearing. Hearing must be noticed 10 days prior to being conducted (unless local policies have different requirement) and the design and application public hearings should be at least 30 days apart. Lastly, the **two public hearings** should be within 12 months of the application submittal. Public notices **always** should contain the following information:

- The time and place of the hearing;
- The availability of a public information file about the CDBG program; and,
- An invitation to submit written comments and guidance on where to send such comments.

In addition to the information above, specific public hearings require specific information in the public notice.

1. At the project **design stage**, the Public Notice is required to contain information about:
 - The amount of CDBG funds available; and,
 - The kinds of activities that are eligible for funding.
2. At the **application submittal phase**, the Public Notice is required to contain information about:
 - The application’s dollar amount;
 - The activities being proposed, including both General and ED activities as applicable; and,

- A relocation plan, if residents will be relocated as a result of the proposed activity.

Thank you for your assistance
Larry

--

Larry Emerson
Inyo Mono Advocates for Community Action, Inc. (IMACA)
224 S. Main Street
Bishop, CA 93514
760-873-3021
lemerson@imaca.net

-- ***** This email and any files attached are intended solely for the use of the individual or entity to which they are addressed. If you have received this email in error, please notify the sender immediately. This email and the attachments have been electronically scanned for email content security threats, including but not limited to viruses.

--

Larry Emerson
Inyo Mono Advocates for Community Action, Inc. (IMACA)
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SECTION 504 SELF-EVALUATION - Forms

SECTION 504 SELF-EVALUATION

Applicant: City of Bishop

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

Name and signature of Section 504 Coordinator: James Southworth
 Date Signed: May 24, 2011

SECTION J: NON-PROJECT SPECIFIC PLANNING ACTIVITY DESCRIPTION FORM

NOTE: PLEASE COMPLETE AND ATTACH ONE SET OF THESE FORMS FOR EACH PROPOSED NON-PROJECT SPECIFIC PLANNING ACTIVITY

1. **Allocation:** ED General

2. **Activity Title:** Northeast City Quadrant Sewer Study

3. **Amount Requested for Activity:** \$ \$35,000.00

4. **General Allocation Activity National Objective:** For General Allocation PTA activity, check **one** line and describe immediately below it how the National Objective of at least 51 percent benefit Targeted Income Group (TIG) persons will be met. (See **Attachment 5** for how to document TIG benefit.)
 - Limited Clientele list below the specific group(s) to be served:
 - Income restricted, describe below how final activity resulting from the study will be income restricted:
 - Income survey or HUD Low Income Census data, attach full copy of proper documentation, including Census Tract and Block Group maps, at the back of this activity description section.
 - Jurisdiction-Wide
 - Targeted Area
Northeast quadrant of Bishop, target area, has documented target income group of 53.5 percent.

Or, for the National Objective of Elimination of Slums and Blight, check the line below and immediately below it, explain and document how the activity will meet the National Objective of Elimination of Slums and Blight.

 - Elimination of Slums and Blight, attach documentation of area or spot basis, and attach to this set of activity forms.

5. **Economic Development Activity National Objective:** For ED PTA activities only. Check **one** line indicating which national objective this activity addresses. Explain and document how the activity will meet that objective. Review **Attachment 5** to

learn about documenting ED national objectives. This is a required threshold item and not completing this section will lead to the application not being funded.

- Low Income/TIG benefit, describe below how final activity resulting from the study will generate jobs for TIG persons (at least 51 percent of all projected jobs must be for TIG persons):

- Elimination of Slums and Blight, attach documentation of area or spot basis and attach to this set of activity forms.

6. **Public Benefit:** For ED PTA activities only. Check the line below and describe how the planning activity will lead to creation of jobs. This is a required threshold item. Not properly completing this section will lead to the application not being funded.

- Public Benefit (job creation), describe below how jobs will be created by completing this study:

7. **Activity Description:** Provide a complete narrative explaining the need for the study. Describe the full process for completing the study with each of the key steps as shown in the tasks and milestones chart. Check the instructions to make sure you have provided all the required information.
See attached Activity Description.

8. **Final Product Description:** Describe in detail each final product that will be produced from this planning activity. **NOTE:** All final products, including applications, must contain an acknowledgment of State CDBG funding on the front cover.
See attached Product Description.

ADDITIONAL INFORMATION FOR ECONOMIC DEVELOPMENT STUDIES:

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

- Yes,** state the full name of the private business/property owner and provide letters per state regulations cited below.

Name: _____

Attached Letters from Business on Pages ____

State CDBG Title 25, CA Code of Regulations, 7062.1(d)(3)(C) require that if a jurisdiction is using the PTA funds for direct assistance to a for-profit business, the application must include a letter from the benefiting business that (i) explains why the benefiting business is unable to provide funding for the activity; and (ii) conditionally commits the business to proceeding with the activities that are the subject of the grant.

No, skip to number 10.

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

Yes

No

The State CDBG program has provided recommendations for development of a regional or local economic development plan. **See Attachment 16.** Applicants requesting funds for developing or updating an economic development plan should use these plans to better structure the local business assistance and micro enterprise programs they operate.

Activity Description:

Final Product Description:

Non-Project Specific Planning Activity Budget

Activity Title: <u>Northeast City</u> <u>Quadrant Sewer Study</u>	City/County Staff Hours							Consultant Hours						
	Task Cost							Task Cost						
	List of Tasks	Number of Hrs	Hrly Rate	CDBG Portion	Cash Match	Other Source	Number of Hrs	Hrly Rate	CDBG Portion	Cash Match	Other Source	Total Cost		
* 1.		\$	\$	\$	\$			\$	\$	\$	\$			
* 2.		\$	\$	\$	\$			\$	\$	\$	\$			
3.		\$	\$	\$	\$			\$	\$	\$	\$			
4.		\$	\$	\$	\$			\$	\$	\$	\$			
5.		\$	\$	\$	\$			\$	\$	\$	\$			
6.		\$	\$	\$	\$			\$	\$	\$	\$			
7.		\$	\$	\$	\$			\$	\$	\$	\$			
8.		\$	\$	\$	\$			\$	\$	\$	\$			
9.		\$	\$	\$	\$			\$	\$	\$	\$			
10.		\$	\$	\$	\$			\$	\$	\$	\$			
11.		\$	\$	\$	\$			\$	\$	\$	\$			
12.		\$	\$	\$	\$			\$	\$	\$	\$			
13.		\$	\$	\$	\$			\$	\$	\$	\$			
14.		\$	\$	\$	\$			\$	\$	\$	\$			
Totals:		\$	\$	\$	\$			\$	\$	\$	\$			

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

Non-Project Specific Planning Activity Task and Milestone Chart

Year:	2011				2012				2013				
	Milestones				Milestones				Milestones				
Activity Title:	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr
List of Tasks:	1	2	3	4	1	2	3	4	1	2	3	4	
1.													
2.													
3.													
4.													
5.													
6.													
7.													
8.													
9.													
10.													
11.													
12.													
13.													

*Place "X" in columns under quarter/year to indicate when task will be completed. Do not show GA reporting.
 *Grants cannot exceed 24 Months.

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SECTION J: NON-PROJECT SPECIFIC PLANNING ACTIVITY DESCRIPTION FORM

NOTE: PLEASE COMPLETE AND ATTACH ONE SET OF THESE FORMS FOR EACH PROPOSED NON-PROJECT SPECIFIC PLANNING ACTIVITY

1. **Allocation:** ED General

 2. **Activity Title:** Master Sewer Plan (focused)

 3. **Amount Requested for Activity:** \$35,000

 4. **General Allocation Activity National Objective:** For General Allocation PTA activity, check **one** line and describe immediately below it how the National Objective of at least 51 percent benefit Targeted Income Group (TIG) persons will be met. (See **Attachment 5** for how to document TIG benefit.)
 - Limited Clientele list below the specific group(s) to be served:

 - Income restricted, describe below how final activity resulting from the study will be income restricted:

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

 - Jurisdiction-Wide

 - Targeted Area
Northeast quadrant of Bishop, target area, has documented target income group of 53.5 percent.
- Or,** for the National Objective of Elimination of Slums and Blight, check the line below and immediately below it, explain and document how the activity will meet the National Objective of Elimination of Slums and Blight.
- Elimination of Slums and Blight, attach documentation of area or spot basis, and attach to this set of activity forms.

**2010-2011 PTA
Non-Project Specific Description Form**

5. **Economic Development Activity National Objective:** For ED PTA activities only. Check **one** line indicating which national objective this activity addresses. Explain and document how the activity will meet that objective. Review **Attachment 5** to learn about documenting ED national objectives. This is a required threshold item and not completing this section will lead to the application not being funded.

Low Income/TIG benefit, describe below how final activity resulting from the study will generate jobs for TIG persons (at least 51 percent of all projected jobs must be for TIG persons):

Elimination of Slums and Blight, attach documentation of area or spot basis and attach to this set of activity forms.

6. **Public Benefit:** For ED PTA activities only. Check the line below and describe how the planning activity will lead to creation of jobs. This is a required threshold item. Not properly completing this section will lead to the application not being funded.

Public Benefit (job creation), describe below how jobs will be created by completing this study:

7. **Activity Description:** Provide a complete narrative explaining the need for the study. Describe the full process for completing the study with each of the key steps as shown in the tasks and milestones chart. Check the instructions to make sure you have provided all the required information.
See attached Activity Description.

8. **Final Product Description:** Describe in detail each final product that will be produced from this planning activity. **NOTE:** All final products, including applications, must contain an acknowledgment of State CDBG funding on the front cover.
See attached Product Description.

ADDITIONAL INFORMATION FOR ECONOMIC DEVELOPMENT STUDIES:

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

Yes, state the full name of the private business/property owner and provide letters per state regulations cited below.

Name: _____

Attached Letters from Business on Pages _____

State CDBG Title 25, CA Code of Regulations, 7062.1(d)(3)(C) require that if a jurisdiction is using the PTA funds for direct assistance to a for-profit business, the application must include a letter from the benefiting business that (i) explains why the benefiting business is unable to provide funding for the activity; and (ii) conditionally commits the business to proceeding with the activities that are the subject of the grant.

No, skip to number 10.

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

Yes **No**

The State CDBG program has provided recommendations for development of a regional or local economic development plan. **See Attachment 16.** Applicants requesting funds for developing or updating an economic development plan should use these plans to better structure the local business assistance and micro enterprise programs they operate.

Activity Description:

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

Background: A large portion of the northeast part of the City of Bishop is too low to be served by the city's existing sewer system. A portion of this area that can not be served by the city's sewer system can be served by the sewer system of the adjacent Eastern Sierra Community Services District (ESCSD) because it is lower than the city's system here. There is a large sub-portion of the city is too low even to be served by the ESCSD system. Sewer service to the ESCSD system within the city is through agreement between the city and ESCSD. The areas are shown on the attached map.

All of the development that has occurred in the area that can not be served by the city's system has been in the area that can be served by the ESCSD system. As the city looks forward to eventual development of the entire northeast part of the city including an area designated for emergency shelters, a plan for providing sewer service there is essential.

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

The following elements should be included in at least one of the four alternatives. These elements can be considered in combination in the alternatives.

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

Final Product Description:

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

Non-Project Specific Planning Activity Budget

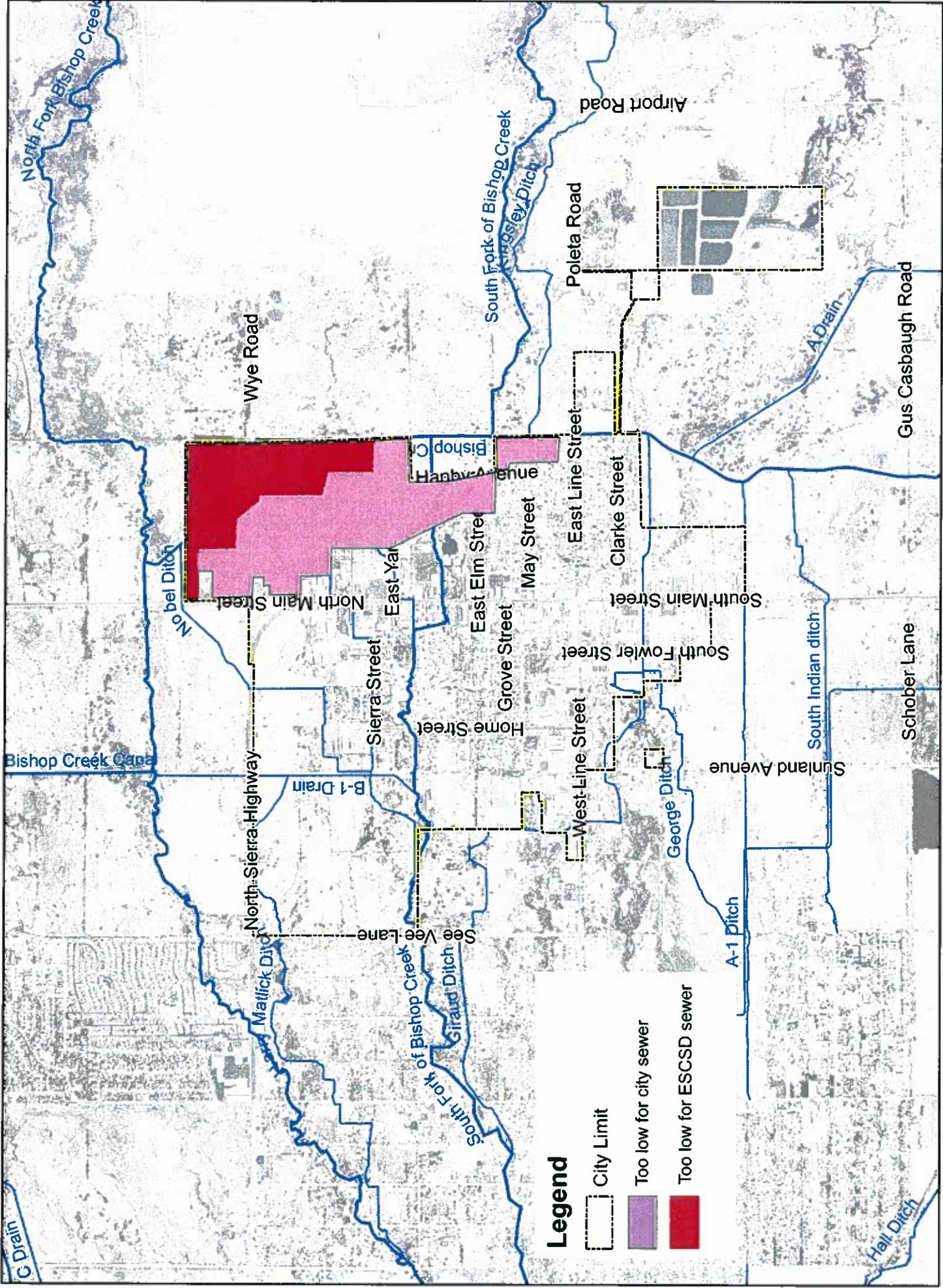
Activity Title: Master Sewer Plan (focused)	City/County Staff Hours										Consultant Hours					
	Task Cost										Task Cost					
	Number of Hrs	Hrly Rate	CDBG Portion	Cash Match	Other Source	Number of Hrs	Hrly Rate	CDBG Portion	Cash Match	Other Source	Number of Hrs	Hrly Rate	CDBG Portion	Cash Match	Other Source	Total Cost
* 1. Procure consultant	15	\$100	\$	\$1,500	\$		\$		\$		\$		\$		\$	\$1,500
* 2. Compile data	5	\$50	\$	\$250	\$		\$		\$		\$		\$		\$	\$250
3. Identify alternatives	70	100\$	\$	\$7,000	\$	52.5	\$100	\$5,250	\$		\$		\$		\$	\$12,250
4. Evaluate alternatives		\$	\$	\$	\$	140	\$100	\$14,000	\$		\$		\$		\$	\$14,000
5. Develop report		\$	\$	\$	\$	140	\$100	\$14,000	\$		\$		\$		\$	\$14,000
6. Administer grant	17.5	\$100	\$1,750		\$		\$		\$		\$		\$		\$	\$1,750
7.		\$	\$	\$	\$		\$		\$		\$		\$		\$	\$
8.		\$	\$	\$	\$		\$		\$		\$		\$		\$	\$
9.		\$	\$	\$	\$		\$		\$		\$		\$		\$	\$
10.		\$	\$	\$	\$		\$		\$		\$		\$		\$	\$
11.		\$	\$	\$	\$		\$		\$		\$		\$		\$	\$
12.		\$	\$	\$	\$		\$		\$		\$		\$		\$	\$
13.		\$	\$	\$	\$		\$		\$		\$		\$		\$	\$
14.		\$	\$	\$	\$		\$		\$		\$		\$		\$	\$
Totals:		\$	\$1,750	\$8,750	\$		\$	\$33,250	\$		\$	\$	\$	\$	\$	\$43,750

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

Non-Project Specific Planning Activity Task and Milestone Chart

Year:	2011 Milestones				2012 Milestones				2013 Milestones				
	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	
Activity Title: Master Sewer Plan (focused)													
List of Tasks:													
1. Grant approved						X							
2. Procure consultant							X						
3. Alternatives										X			
4. Develop report											X		
5. Wrap up												X	
6.													
7.													
8.													
9.													
10.													
11.													
12.													
13.													

*Place "X" in columns under quarter/year to indicate when task will be completed. Do not show GA reporting.
*Grants cannot exceed 24 Months.



Legend

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



Northeast Bishop Sewer Study Area

<p style="text-align: center;">SECTION J: NON-PROJECT SPECIFIC PLANNING ACTIVITY DESCRIPTION FORM</p>
--

NOTE: PLEASE COMPLETE AND ATTACH ONE SET OF THESE FORMS FOR EACH PROPOSED NON-PROJECT SPECIFIC PLANNING ACTIVITY

1. **Allocation:** ED General

 2. **Activity Title:** Geographic Information System (GIS) Base Maps

 3. **Amount Requested for Activity:** \$35,000

 4. **General Allocation Activity National Objective:** For General Allocation PTA activity, check **one** line and describe immediately below it how the National Objective of at least 51 percent benefit Targeted Income Group (TIG) persons will be met. (See **Attachment 5** for how to document TIG benefit.)
 - Limited Clientele list below the specific group(s) to be served:

 - Income restricted, describe below how final activity resulting from the study will be income restricted:

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

 - Jurisdiction-Wide

 - Targeted Area
Northeast quadrant of Bishop, target area, has documented target income group of 53.5 percent.
- Or,** for the National Objective of Elimination of Slums and Blight, check the line below and immediately below it, explain and document how the activity will meet the National Objective of Elimination of Slums and Blight.
- Elimination of Slums and Blight, attach documentation of area or spot basis, and attach to this set of activity forms.

**2010-2011 PTA
Non-Project Specific Description Form**

5. **Economic Development Activity National Objective:** For ED PTA activities only. Check **one** line indicating which national objective this activity addresses. Explain and document how the activity will meet that objective. Review **Attachment 5** to learn about documenting ED national objectives. This is a required threshold item and not completing this section will lead to the application not being funded.

Low Income/TIG benefit, describe below how final activity resulting from the study will generate jobs for TIG persons (at least 51 percent of all projected jobs must be for TIG persons):

Elimination of Slums and Blight, attach documentation of area or spot basis and attach to this set of activity forms.

6. **Public Benefit:** For ED PTA activities only. Check the line below and describe how the planning activity will lead to creation of jobs. This is a required threshold item. Not properly completing this section will lead to the application not being funded.

Public Benefit (job creation), describe below how jobs will be created by completing this study:

7. **Activity Description:** Provide a complete narrative explaining the need for the study. Describe the full process for completing the study with each of the key steps as shown in the tasks and milestones chart. Check the instructions to make sure you have provided all the required information.
See attached Activity Description.

8. **Final Product Description:** Describe in detail each final product that will be produced from this planning activity. **NOTE:** All final products, including applications, must contain an acknowledgment of State CDBG funding on the front cover.
See attached Product Description.

ADDITIONAL INFORMATION FOR ECONOMIC DEVELOPMENT STUDIES:

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

Yes, state the full name of the private business/property owner and provide letters per state regulations cited below.

Name: _____

Attached Letters from Business on Pages _____

State CDBG Title 25, CA Code of Regulations, 7062.1(d)(3)(C) require that if a jurisdiction is using the PTA funds for direct assistance to a for-profit business, the application must include a letter from the benefiting business that (i) explains why the benefiting business is unable to provide funding for the activity; and (ii) conditionally commits the business to proceeding with the activities that are the subject of the grant.

No, skip to number 10.

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

Yes **No**

The State CDBG program has provided recommendations for development of a regional or local economic development plan. **See Attachment 16.** Applicants requesting funds for developing or updating an economic development plan should use these plans to better structure the local business assistance and micro enterprise programs they operate.

Activity Description:

The City of Bishop's Geographic Information System (GIS) will be enhanced with current orthoimagery and web presentation will be updated and enhanced.

Current orthoimagery will include the acquisition of new 4 inch resolution orthoimagery, image processing, and formatting for use with the existing GIS.

Web presentation will be updated and enhanced to include zoning, ownership, assessor's parcel numbers and other information specific to any parcel in the City. This information will be available to property owners, real estate brokers, developers, architects, engineers and others from a computer located anywhere with access to the internet.

Final Product Description:

The final product will consist of the datasets listed above implemented in a GIS software, delivered on disk electronic media and operable on the City's current computer system.

Non-Project Specific Planning Activity Budget

Activity Title: Geographic Information System (GIS) Base Maps	City/County Staff Hours										Consultant Hours				
	Task Cost										Task Cost				
	Number of Hrs	Hrly Rate	CDBG Portion	Cash Match	Other Source	Number of Hrs	Hrly Rate	CDBG Portion	Cash Match	Other Source	Total Cost				
* 1. Procure consultant	15	\$100	\$	\$1,500	\$		\$	\$	\$	\$	\$1,500				
* 2. Compile data	72.5	\$100	\$	\$7,250	\$		\$	\$	\$	\$	\$7,250				
3. Acquire Imagery							\$30,000	\$	\$	\$	\$30,000				
4. Web enablement		\$	\$	\$	33.25	\$100	\$3,250	\$	\$	\$	\$3,250				
5. Administer grant		\$	\$	\$	17.5	\$100	\$1,750	\$	\$	\$	\$1,750				
6.						\$	\$	\$	\$	\$					
7.		\$	\$	\$		\$	\$	\$	\$	\$	\$				
8.		\$	\$	\$		\$	\$	\$	\$	\$	\$				
9.		\$	\$	\$		\$	\$	\$	\$	\$	\$				
10.		\$	\$	\$		\$	\$	\$	\$	\$	\$				
11.		\$	\$	\$		\$	\$	\$	\$	\$	\$				
12.		\$	\$	\$		\$	\$	\$	\$	\$	\$				
13.		\$	\$	\$		\$	\$	\$	\$	\$	\$				
14.		\$	\$	\$		\$	\$	\$	\$	\$	\$				
Totals:		\$		\$8,750	\$		\$35,000	\$	\$	\$	\$43,750				

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

Non-Project Specific Planning Activity Task and Milestone Chart

Year:	2011 Milestones				2012 Milestones				2013 Milestones			
	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
Activity Title: Geographic Information System (GIS) Base Maps												
List of Tasks:												
1. Grant approved						X						
2. Procure consultant							X					
3. Acquire imagery									X			
4. Web enablement										X		
5. Wrap up												X
6.												
7.												
8.												
9.												
10.												
11.												
12.												
13.												

*Place "X" in columns under quarter/year to indicate when task will be completed. Do not show GA reporting.
*Grants cannot exceed 24 Months.

**SECTION K: PROJECT SPECIFIC PLANNING
ACTIVITY DESCRIPTION FORM**

NOTE: PLEASE COMPLETE AND ATTACH ONE SET OF THESE FORMS FOR EACH PROPOSED PROJECT SPECIFIC PLANNING ACTIVITY

1. **Allocation:** ED General

2. **Activity Title:** Preparation of Tax Credit and HOME Partnership Applications in Support of an Affordable Rental Housing Project

3. **Amount Requested for Activity:** \$ 45,225.00

4. **General Allocation Activity National Objective:** For **General Allocation** PTA activity, check **one** line and describe immediately below it how the National Objective of at least 51 percent benefit Targeted Income Group (TIG) persons will be met. (See **Attachment 5** for how to document TIG benefit.)
 - Limited Clientele list below the specific group(s) to be served:
 - Income restricted, describe below how final activity resulting from the study will be income restricted: Deed restriction recorded with the title
 - Income survey or HUD Low Income Census data, attach full copy of proper documentation, including Census Tract and Block Group maps, at the back of this activity description section.
 - Jurisdiction Wide
 - Targeted Area
Area has Target Income Group of 53.5 percent.

Or, for the National Objective of Elimination of Slums and Blight, check the line below and immediately below it, explain and document how the activity will meet the National Objective of Elimination of Slums and Blight.

 - Elimination of Slums and Blight, attach documentation of area or spot basis, and attach to this set of activity forms.

5. **Economic Development Activity National Objective and Public Benefit:** For **ED** PTA activities, please check **one** line indicating the National Objective this activity addresses and describe how the activity will meet that objective. Review **Attachment 5** before completing this part. Also, check box and describe how public benefit of job creation will be met by conducting this proposed study.

- Low Income/TIG benefit, describe below how final activity resulting from the study will generate jobs for TIG persons (at least 51 percent of all projected jobs must be for TIG persons):
-
-

- Elimination of Slums and Blight, attach full copy of proper documentation, area or spot basis:

- Public Benefit, (job creation), describe below how jobs will be created and how many will be created:

6. **Activity Description:** Provide a complete narrative explaining the full scope of work of the project. Include a physical address and attach a map of proposed project location. If an exact project location is not known, attach copy of development agreement being used to facilitate the development process. Description for completing the study must include each of the tasks shown in Schedule 1 and 2. Check the instructions to make sure you have provided all the required information.

See attached map and Activity Description.

7. **Final Product Description:** Describe below in detail each final product that will be produced from this planning activity. In some cases a project specific planning activity may result in multiple final products. For example, application preparation for developing an affordable housing project using State HOME program funds and tax credits. **NOTE:** All final products, including funding applications, must contain an acknowledgment of State CDBG funding on the front cover.

See attached Final Product Description.

ADDITIONAL INFORMATION FOR ECONOMIC DEVELOPMENT STUDIES

8. **Assistance to For-Profit Businesses:** For economic development planning activities involving a for-profit business or developer, include the proper letter as per regulation stated below. Attached proper letter to the activity description forms along with budget and tasks milestones forms and national objective documentation, if needed.

State CDBG Regulations 7062.1(d)(3)(C) require that if a jurisdiction is using the PTA funds for direct assistance to a for-profit business, the application must include a letter from the benefiting business that (i) explains why the benefiting business is unable to provide funding for the activity; and (ii) conditionally commits the business to proceeding with the activities that are the subject of the grant.

FOOTNOTES TO PROJECT SPECIFIC PLANNING ACTIVITY BUDGET

APPLICATION PREPARATION FOR DEVELOPING AN AFFORDABLE HOUSING PROJECT USING HOME PARTNERSHIP PROGRAM FUNDS AND TAX CREDITS

- 1) City of Bishop Hourly rates are based on the following:
 - A. City Administrator/Planning Director \$110.00/hr
 - B. Assistant City Administrator \$100.00/hr
 - C. Public Works Director/City Engineer \$95.00/hr
 - D. Public Services Officer \$70.00/hr

- 2) Inyo Mono Advocates for Community Action, Inc. (IMACA) hourly rates are based on the following:
 - A. Executive Director \$50.00/hr
 - B. Controller \$50.00/hr
 - C. Housing Manager \$35.00/hr

- 3) Sub-consultants, such as those anticipated for preparation of the Market Study, Financial Analysis, Phase I Environmental Assessment, Property Appraisal, preliminary development plans, and other required studies is based on the following:
 - A. Principal \$150/hr
 - B. Senior \$100/hr
 - C. Associate \$75/hr

- 4) Hourly rates are combined on some tasks for this activity. For example, the cost of the consultant, IMACA, may include time for the Controller and the Housing Development Manager which would include the following: \$50.00/hr + \$35.00/hr = \$85.00/hr.

- 5) The cost for preparing the HOME Partnership application will be substantially less than the Tax Credit application because many of the required studies such as the Market Study, Financial Analysis, Property Appraisal, and Phase I Environmental Assessment will only require updates.

Project Specific Task and Milestone Chart

Year:	2011				2012				2013				
	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr
<u>Activity Title Preparation of Tax Credit and HOME Partnership Applications in Support of an Affordable Rental Housing Project</u>	1	2	3	4									
List of Tasks													
1. Pre-application and Tax Credit Workshop					X								
2. Site Studies and Property Appraisal					X								
3. Financial Feasibility Study					X								
4. Market Study					X								
5. Site Amenities Analysis					X								
6. Preparation of Design Plans					X								
7. Preparation of Tax Credit Application								X					
8. Pre-application and HOME Partnership Workshop									X				
9. Update Site Studies										X			
10. Update Market Study											X		
11. Update Financial Feasibility Study												X	
12. Update Design Plans													X
13. Prepare HOME Partnership Application													

*Place "X" in columns under quarter/ year to indicate when task will be completed. Do not show GA reporting.

*Grants cannot exceed 24 Months.

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

Activity Description:

Summary of Project Proposal and Proposed Study. This study funding proposal includes the preparation of HOME Partnership and Federal Tax Credit applications to assist in the development of a new affordable rental project for seniors and people with disabilities in the City of Bishop, California. The project proposal is a collaborative effort between the City of Bishop, the Inyo Mono Advocates for Community Action, Inc. (IMACA), and two non-profit agencies representing people with disabilities. The study will involve many separate tasks that culminate in the submittal of applications to fund a development that will benefit a large number of low income residents in the community. The overall applications package will require nine months to complete, including preparation activities, and will cost approximately \$55,000. This following description includes an overview of the project proposal, a development schedule, and a narrative of the proposed study along with a timeline.

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

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

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

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

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

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

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

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

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

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

**SCOPE OF WORK FOR A
DEVELOPMENT OF AN AFFORDABLE RENTAL HOUSING PROJECT USING
HOME PARTNERSHIP FUNDS AND TAX CREDITS**

MAY 2011

1. Summary:

This is a description of the required work to prepare HOME Partnership and Tax Credit applications in support of an affordable rental housing project located in the City of Bishop, California. The project is a collaborative effort by the City of Bishop, Inyo Mono Advocates for Community Action, Inc. (IMACA), Inyo-Mono Association for the Handicapped (IMAH), and the Kern Regional Center to provide much needed housing for low-income seniors and people with disabilities in the community. The Scope of Work includes: a purpose statement; site and project description; compliance standards; list of expected work tasks and products; and schedule requirements.

2. Purpose of the Study:

The primary purpose of preparing HOME Partnership and Tax Credit applications is to partially fund construction of a 72-unit apartment complex designed for low-income seniors and people with disabilities. It is anticipated that other funding sources will be available for this project, including resources provided directly by the sponsoring organizations.

3. Site Location and Description:

The approximately 3.3 acre site for this project is located at the southwest corner of Maclver and Spruce Streets, in Bishop, California, and is zoned R-3, Multiple Family Residential. Currently, the site is undeveloped and enclosed on all four sides with wire fencing. Yaney Irrigation Ditch abuts the site boundary on the south, from Sunrise Mobile Home Park to Spruce Street. The perimeter of the fenced site was plowed for weed abatement last summer. There are several stands of Cottonwood trees on the site, included two large trees along the Maclver street frontage. Native grasses and shrubs are also found covering most of the proposed development area.

The subject property is in the N ½ of the SW ¼ of the NE ¼ and the NW ¼ of the SE ¼ of the NE ¼ of Section 6, T.7S R.33E, Mount Diablo Baseline and Meridian (MDB&M), in the northern portion of the City of Bishop, County of Inyo, and State of California. The 3.3± acre project site is a

portion of a larger, 15.3 acre parcel (APN 08-010-41). That parcel extends from Spruce Street (east boundary) to the Sunrise Mobile Home Park (west boundary) and between Yaney Street (south boundary) and the Vons/Kmart Shopping Center (north boundary).

4. Description of Proposed Affordable Rental Housing Development:

The application preparation is for the purpose of funding a multi-family residential complex for low-income seniors and persons with disabilities. The project proposal is to construct a one-story and two-story apartment development on the site with off-street parking, private and common open space, a recreation/assembly room, and other amenities in two or more phases. The most recent site plan includes several buildings with a total of 72, one- and two-bedroom apartment units and sufficient off-street parking spaces for all occupants and guests.

5. Compliance with California Tax Credit Allocation Committee (CTCAC), U.S. Department of Housing and Urban Development (HUD), and California Department of Housing and Community Development (HCD) Standards:

The applications prepared for the HOME Partnership and Tax Credit Program shall comply with the standards and requirements of HUD, CTCAC, and HCD. All materials prepared for the applications shall be accordance with the Notice of Funding Availability (NOFA) issued for each funding source.

6. Description of Work to be Performed:

A. Preparation of the Tax Credit application shall include, as a minimum, the following tasks (assumes NOFA is issued mid January and application is due late March 2012):

- (1) Pre-application and workshop(s). Prior to issuance of Notice of Funding Availability (NOFA), consultant will research any modifications to the regulations pertaining to Tax Credit applications. Consultant will also attend one or more (if necessary) workshops for preparation of a CTCAC application to obtain information on the requirements, scoring, and awards. Approximate time required: 4 weeks. Estimated timeframe: mid January to mid February 2012.

- (2) **Site Studies and Property Appraisal.** Consultant and City of Bishop will work with sub-consultants on preparation of a Phase I Environmental Site Assessment (ESA), a property appraisal, flood hazard determination, and any other site studies required to be submitted with the Tax Credit application. Approximate time required: 6 weeks. Estimated timeframe: early February to mid March 2012.
- (3) **Financial Feasibility.** Working with the City of Bishop, the consultant will contract with a sub-consultant to prepare a detailed financial analysis of the development proposal in compliance with CTCAC standards. Approximate time required: 4 weeks. Estimated timeframe: early February to early March 2012.
- (4) **Market Analysis.** The consultant and City will work together to select a sub-consultant that will prepare a market study for the affordable rental development. The market study will be prepared in accordance with the latest adopted California Tax Credit Allocation Committee & California Debt Limit Allocation Committee Joint Market Study Guidelines. Approximate time required: 6 weeks. Estimated timeframe: early February to mid March 2012.
- (5) **Site and Service Amenities Analysis.** The consultant, in consultation with the City, shall conduct a Site Amenities Analysis to determine the proximity of the site in relationship to site amenities such as transit facilities, park, library, supermarket, public school, senior facility, etc. The amenities analysis shall include the required map and photos. The Service Amenities review shall analyze the requirements specific to the housing type and contain the following components: evidence of services to be provided; evidence of space for services, services sources and uses budget; position descriptions; and service provider experience chart. Approximate time required: 2 weeks. Estimated timeframe: mid February to early March 2012.
- (6) **Design Plans.** The consultant shall contract with an architect to prepare design plans for the affordable housing project. The design plans shall include as a minimum site, floor and elevation drawings. In addition, the architect shall perform a detailed evaluation to determine compliance with CTCAC Sustainable Building Methods. All plans and written materials prepared by the architect shall be routed to the City for review and approval.

Approximate time required: 8 weeks. Estimated timeframe: early January to early March 2012.

- (7) Tax Credit Application Preparation. The consultant shall prepare the CTCAC application for 9% tax credits. The application materials and studies shall be in substantial compliance with the NOFA. At least three weeks prior to submittal of the application, a draft shall be provided to the City for comments. At least one week prior to submittal, the consultant shall provide the City with a final draft of the application. Approximate time required: 2 weeks. Estimated timeframe: mid February to early March 2012.

B. Preparation of the HOME Partnership application shall include, as a minimum, the following tasks (assumes NOFA is issued in early June and application deadline is early September 2012):

- (1) Pre-application and workshop(s). Prior to issuance of Notice of Funding Availability (NOFA), consultant will research any modifications to the regulations pertaining to the HOME Partnership funding application. Consultant will also attend one or more (if necessary) workshops for preparation of a HOME Partnership application to obtain information on the requirements, scoring, and awards. Approximate time required: 6 weeks. Estimated timeframe: mid May to late June 2012.
- (2) Update Site Studies and Property Appraisal. Consultant and City of Bishop will work with sub-consultants to update the Phase I Environmental Site Assessment (ESA), property appraisal, flood hazard determination, geotechnical report and other site studies, as required by the NOFA, HUD, and HCD. Consultant will obtain legal opinion from City Attorney on compliance with Article XXXIV. Approximate time required: 4 weeks. Estimated timeframe: mid June to mid July 2012.
- (3) Update Financial Feasibility. Working with the City of Bishop, the consultant will contract with a sub-consultant to prepare update the previously prepared financial analysis for the development proposal in compliance with HOME Partnership standards. Approximate time required: 4 weeks. Estimated timeframe: mid June to mid July 2012.
- (4) Update Market Study. The consultant will contract with a sub-consultant to prepare an update to the market study conducted for

the CTCAC application. The market study will be prepared in accordance with the latest adopted California Tax Credit Allocation Committee & California Debt Limit Allocation Committee Joint Market Study Guidelines. Approximate time required: 4 weeks. Estimated timeframe: mid June to mid July 2012.

(5) Update Design Plans. The consultant shall contract with an architect to update design plans for the affordable housing project. The design plans shall include as a minimum site, floor and elevation drawings. In addition, the architect shall work with building contractors to prepare a detailed development budget in compliance with HOME Partnership standards. The final design plans and budget are subject to review and approval by the City of Bishop. Approximate time required: 8 weeks. Estimated timeframe: mid June to August 2012.

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

7. Work Product:

The completed Tax Credit and HOME Partnership funding applications, including all supporting documentation and studies, shall be professional, competitive documents prepared in substantial compliance with the respective NOFA's and regulatory standards. The consultant shall prepare the appropriate number of copies for the respective application in a format (electronic and/or hard copy) as set forth in the NOFA.

8. Scheduling Requirements:

All work, including submission of the applications, shall be completed in a timely manner and in compliance with the deadlines in the NOFA. The final draft of each application, including revisions recommended by the City of Bishop, shall be completed no less than one week prior to the application submittal date.

Final Product Description:

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

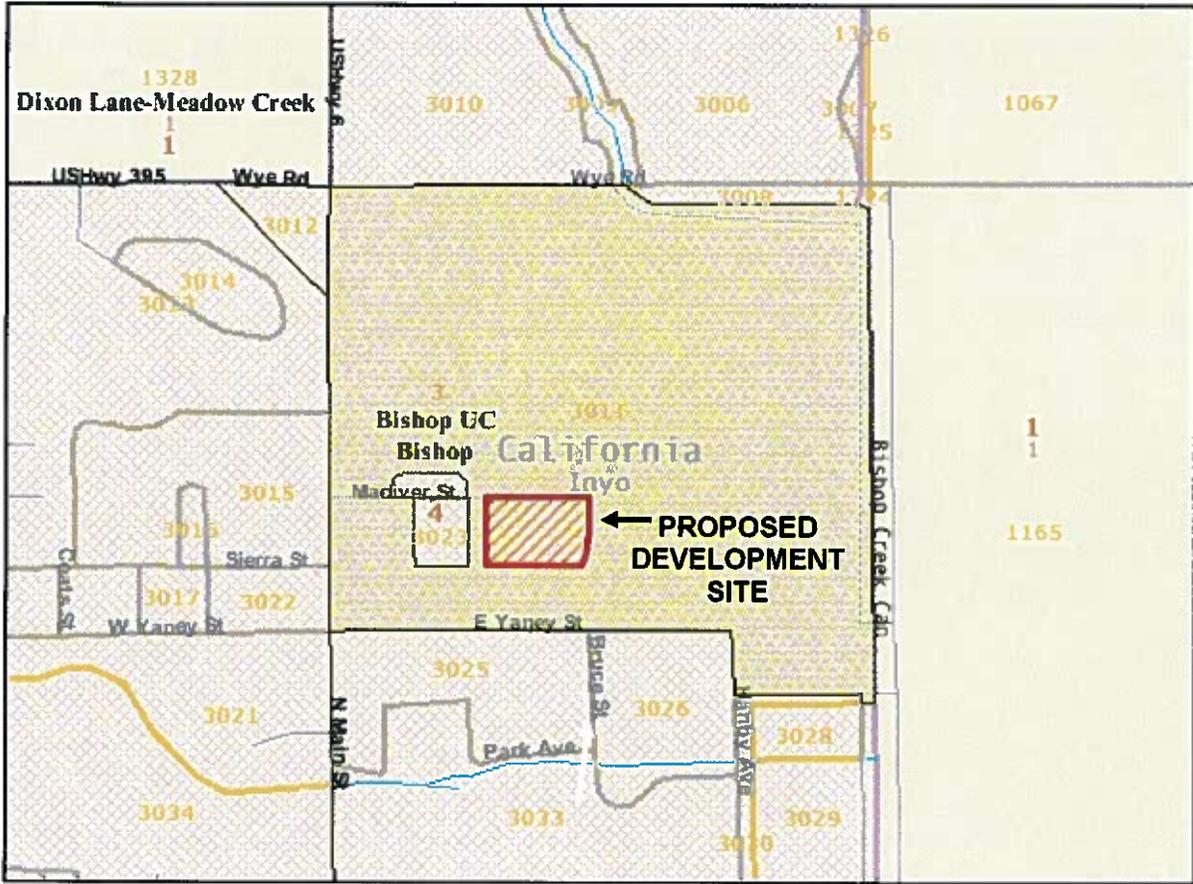
- 1) CALIFORNIA LOW INCOME HOUSING TAX CREDIT ALLOCATION APPLICATION (9%)
 - a. Demonstrate Site Control
 - b. Financial Feasibility
 - i. Financial Plan
 - ii. 15-year Pro-forma
 - iii. Utility Allowance Estimate
 - c. Describe Applicant Development Team
 - i. Sponsorship Characteristics
 - ii. Copies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

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

TARGET INCOME GROUP (TIG) BENEFIT SUMMARY

APPLICATION PREPARATION FOR DEVELOPING AN AFFORDABLE HOUSING PROJECT USING HOME PARTNERSHIP PROGRAM FUNDS AND TAX CREDITS

- 1) The attached Census Map indicates that the proposed development site is located in Block 3011, Block Group 3, Census Tract 4, Inyo County, California.
- 2) The attached summary of HUD Low Income Census data for Inyo County, including Block Group 3 indicates that the Target Income Group is 53.6 percent.
- 3) In addition, the project is an affordable rental development restricted to low-income seniors (62 years and over) and people with disabilities.
- 4) A deed restriction will be recorded for the project site to require the units to be occupied only by low-income seniors and people with disabilities.
- 5) In addition, the Sub-recipient agreement between the City of Bishop and IMACA, Inc., will incorporate the requirement for income-restricted occupants.

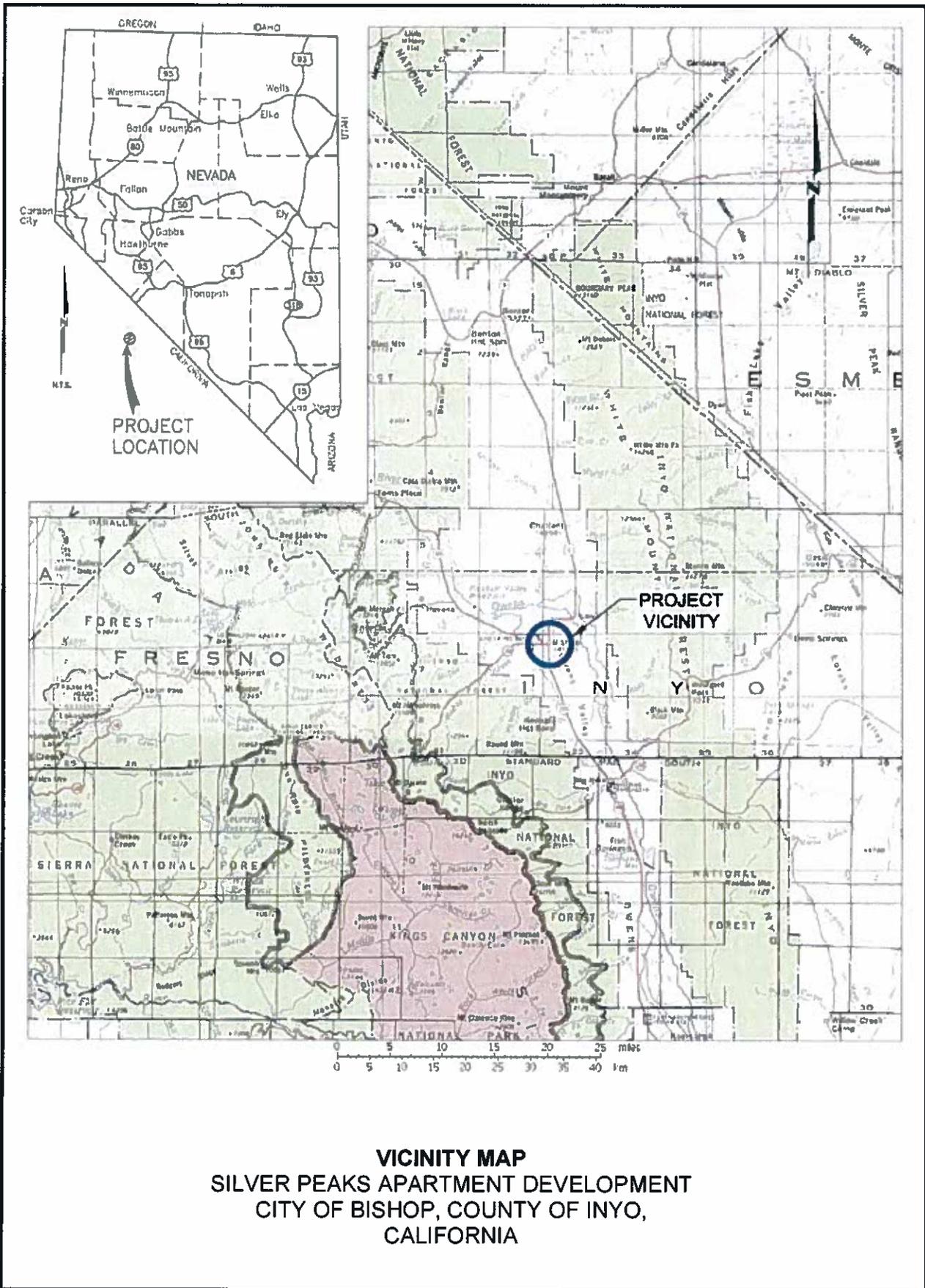


**CITY OF BISHOP
PROJECT LOCATION & CENSUS BLOCK MAP**

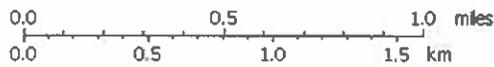
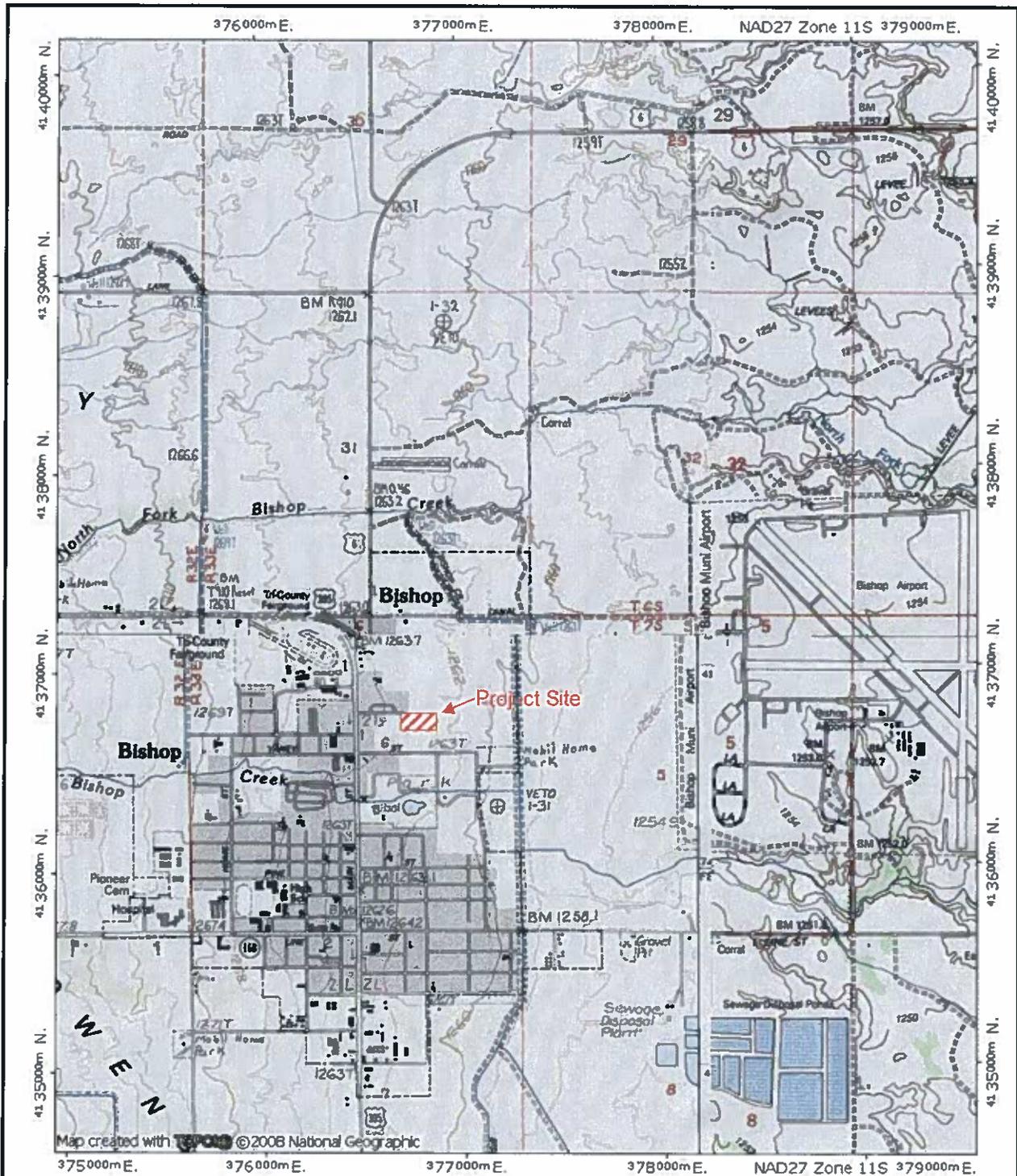


CITY OF BISHOP
CENSUS BLOCK DATA

CDBSLOGID	CDBSNAME	CDBGTYPE	STUSAB	CD111	UR	LOGRECNO	STATE	COUNTY	COUNTYNAME	COUSUB	COUSUBNAME	PLACE	PLACENAME	TRACT	BLKGRP	LOWMOD	LOWMODUNIV	LOWMODPCT	POP100
069999	CA NONENITILEMENT	22	CA	25	R	CA0011592	06	027	Inyo County	90250		06798	Bishop city	000100 1		0	0	55.4	1093
069999	CA NONENITILEMENT	22	CA	25	U	CA0011595	06	027	Inyo County	90250		06798	Bishop city	000400 2		543	981	55.4	1093
069999	CA NONENITILEMENT	22	CA	25	U	CA0011596	06	027	Inyo County	90250		06798	Bishop city	000400 3		895	1671	53.6	1671
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069999	CA NONENITILEMENT	22	CA	25	R	CA0011714	06	027	Inyo County	91720		99999		000600 3		75	121	62.0	114



VICINITY MAP
SILVER PEAKS APARTMENT DEVELOPMENT
CITY OF BISHOP, COUNTY OF INYO,
CALIFORNIA



LOCATION MAP
SILVER PEAKS APARTMENT DEVELOPMENT
CITY OF BISHOP, COUNTY OF INYO,
CALIFORNIA



**CITY OF BISHOP
SILVER PEAKS APARTMENT DEVELOPMENT
AERIAL LOCATION MAP**

**Search Results Excluded By
Firm, Entity, or Vessel : CITY AND BISHOP
as of 26-Apr-2011 12:04 PM EDT**

Your search returned no results.

Search Results Excluded By
Firm, Entity, or Vessel : INYO AND MONO AND ADVOCATES AND FOR AND COMMUNITY AND
ACTION
as of 14-May-2011 7:02 PM EDT

Your search returned no results.

**Search Results Excluded By
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TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

DATE: May 23, 2011

**AGENDA SUBJECT: PUBLIC HEARING: Environmental Review - 336 Hammond Street
Negative Declaration & Notice of Determination and Set Aside
Commercial Parking Requirement for Woodworking Shop**

Discussion: n/a

First Reading: n/a

Budget/Source n/a

- Attachments:**
1. Staff report / recommendation from Public Services Officer Gary Schley
 2. Draft Negative Declaration of Environmental Impact and related documents, including site map and Public Hearing Notice proof of publication

Background/Discussion:

This is the environmental review for a Conditional Use Permit (CUP) application. It considers any environmental impact of setting aside commercial parking requirements for a woodworking shop. The environmental review documentation is attached.

Following this Public Hearing, if the City Council adopts the *Negative Declaration & Notice of Determination*, the CUP application will go to the Planning Commission. The CUP application is for a set aside of the Commercial Parking Requirements in the zoning ordinance (from 4 spaces to 1 space). The Planning Commission will hold a Public Hearing and then consider action on the CUP application.

Recommendation:

Hold Public Hearing to receive and consider comments on proposed Negative Declaration & Notice of Determination for Woodworking Shop at 336 Hammond Street.

MEMORANDUM

Date: May 16, 2011

To: James Southworth, City Administrator

From: Gary Schley, Public Services Officer 

Project Title: Environmental Review / White CUP

Project Proponent: Antonia Bulpitt-Ramirez / Steve White
186 Willow Street
Bishop, CA 93514

Project Location: 336 Hammond Street
Bishop, California.
(APN 01-086-08)

Background: An Environmental Initial Study was completed for the proposed project and a Draft Negative Declaration and Initial Study were submitted and advertised for review and comments pursuant to the California Environmental Quality Act. No person or agencies have submitted comments regarding the Initial Study and Draft Negative Declaration. Please find attached the Environmental Initial Study and Draft Negative Declaration regarding a request of a Conditional Use Permit to allow a change of use from warehouse to woodshop and to set aside the minimum parking requirement for a proposed 1600 sq. ft. woodshop at 336 Hammond Street.

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

Attachment: Draft Negative Declaration of Environmental Impact
Initial Study and Environmental Assessment
Environmental Information Form
Development Site Plan



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/CityofBishopPublicWorks.htm

COPY

Draft Negative Declaration of Environmental Impact

Date: April 22, 2011

Subject: Draft Negative Declaration of Environmental Impact

Project Title: Environmental Review / White CUP

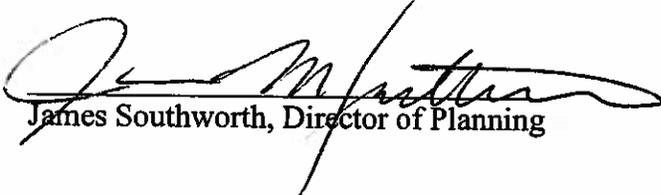
Project Proponent: Steve White
186 Willow Street
Bishop, CA 93514

Project Location: The project will be located at 336 Hammond Street (APN 01-213-12) within the incorporated area of Bishop, California.

Project Description: The applicant is seeking approval of a Conditional Use Permit for a change of occupancy from warehouse to woodshop and to set aside the minimum parking requirement for a woodshop occupancy, pursuant to Bishop Municipal Code Section 17.48.070. A woodshop occupancy is neither a listed use nor prohibited use within the C-1 Zoning District (General Commercial and Retail). The existing use and site provides one undeveloped parking space. A woodshop occupancy would require an additional 3 paved parking spaces.

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

The review period for the Draft Negative Declaration expires: May 23, 2011


James Southworth, Director of Planning

4/25/11
Date

City of Bishop

Environmental Study

1. Project title: *Environmental Review / White CUP*
2. Lead agency name and address: *City of Bishop
377 W. Line Street
Bishop, Ca 93514*
3. Contact person and phone number: *James Southworth 760/873-5863*
4. Project location: *336 Hammond Street
Bishop, CA 93514
(APN 01-086-08)*
5. Project sponsor's name and address: *Steve White
186 Willow Street
Bishop, CA 93514*
6. General plan designation: *General Commercial and Retail*
7. Zoning *C-1*
8. Description of project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.)
This Initial Study concerns a request of a Conditional Use Permit by Antonia Bulpitt-Ramirez (property owner) to allow a change of occupancy from warehouse to a woodshop and to set aside the minimum parking requirement for a proposed 1600 sq. ft. art studio/woodshop at 336 Hammond Street. Bishop Municipal Code Section 17.48.070 requires a minimum of four parking spaces for a 1600 sq. ft. woodshop facility. The existing use and site provides one parking space.
9. Surrounding land uses and setting: Briefly describe the project's surroundings:
The subject property and adjacent parcels to the north, south, east and west are all within a C-1 zoning district (General Commercial and Retail District). A Coca-Cola distributing warehouse is set to the north, a vacant parcel, auto body shop, bed and breakfast and professional office are set to the east, professional

offices and a mini-storage facility are set to the west, a profession office facility and Academy Street are set to the south of the proposed project.

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.)
Approval of a Conditional Use Permit from the City of Bishop Planning Commission

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

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

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

DETERMINATION:

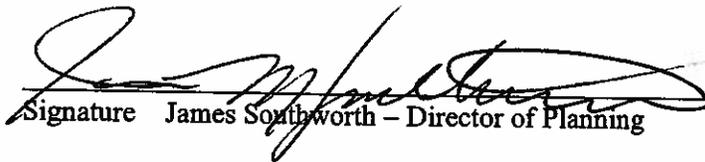
On the basis of this initial evaluation:

- ◆ I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared.
- I find that the proposed project **MAY** have a significant effect on the environment, and an

ENVIRONMENTAL IMPACT REPORT is required.

I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

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


Signature James Southworth – Director of Planning

4/25/11
Date

Signature

Date

Issues:

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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I. AESTHETICS -- Would the project:

a) Have a substantial adverse effect on a scenic vista?

The project is an already developed property that will have no impact on any scenic vista.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

There are no scenic resources on the proposed project site, therefore will not substantially



	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<i>damage any scenic resources.</i>				
c) Substantially degrade the existing visual character or quality of the site and its surroundings? <i>This project is an already developed property that will have no impact on the existing visual character or quality of the site and its surroundings.</i>				◆
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? <i>Lighting or glare created from this project will be minimal which will blend in with street lighting and the adjacent properties lighting. This project, therefore, will have a no impact on visual resources in this area.</i>				◆
II. AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? <i>The project is not located on prime or unique farmland or farmland of statewide importance, therefore, has no impact.</i>				◆
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? <i>The project is located on non-agricultural land located within the City of Bishop.</i>				◆
c) Involve other changes in the existing environment which, due to their location or				◆

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
nature, could result in conversion of Farmland, to non-agricultural use? <i>This project site and surrounding sites are a non-agricultural use.</i>				
III. AIR QUALITY -- Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan? <i>The proposed project will provide a air filtration system to all woodworking equipment, therefore, will have no conflict or obstruct an air quality plan.</i>			◆	
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? <i>This project will not violate or compromise any air quality standard therefore, will have a less than significant impact on air quality.</i>			◆	
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? <i>This project will not increase any criteria pollutant; therefore, will have no impact on air quality.</i>				◆
d) Expose sensitive receptors to substantial pollutant concentrations? <i>This project will not expose sensitive receptors to substantial pollutants, therefore, has no impact.</i>				◆
e) Create objectionable odors affecting a substantial number of people? <i>This project will not create any</i>				◆

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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objectionable odors, therefore, will have no impact.

IV. BIOLOGICAL RESOURCES -- Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

The project is an already developed property, therefore, will not effect any sensitive species or there habitat.



b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?

The project is an already developed property containing no riparian habitat or other natural sensitive community.



c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

The project is an already developed property, with no wetlands.



d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

The project is an already developed site that will not interfere with native residents, migratory fish or wildlife movement, migration, or nursery habitat.



	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<p>e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?</p> <p><i>The project will not conflict with any local policies or ordinances protecting biological resources.</i></p>				◆
<p>f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?</p> <p><i>The project will not conflict with any local, regional or state habitat conservation plan.</i></p>				◆
<p>V. CULTURAL RESOURCES -- Would the project:</p>				
<p>a) Cause a substantial adverse change in the significance of a historical resource as defined in '15064.5?</p> <p><i>No historical resources have been found on the project site.</i></p>				◆
<p>b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to '15064.5?</p> <p><i>No archaeological resources have been found on the project site.</i></p>				◆
<p>c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?</p> <p><i>The project will not destroy any unique paleontological resource or site or unique geologic feature.</i></p>				◆
<p>d) Disturb any human remains, including those interred outside of formal cemeteries?</p> <p><i>No human remains have been discovered, nor are any expected to exist on this project site.</i></p>				◆
<p>VI. GEOLOGY AND SOILS -- Would the project:</p>				

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving				◆
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. <i>There is no evidence of an earthquake fault on this site according to Alquist- Priolo Special Studies Zones, SW 1/4 Bishop Quadrangle Official Map.</i>				◆
ii) Strong seismic ground shaking? <i>Although seismic ground shaking is a possible the potential is considered less than significant.</i>			◆	
iii) Seismic-related ground failure, including liquefaction? <i>Although seismic ground shaking is possible, ground failure and liquefaction is not typical.</i>			◆	
iv) Landslides? <i>The project site is a flat lot with the adjacent area within 2 to 3 miles being relatively flat; therefore, the potential to landslides has no impact.</i>				◆
b) Result in substantial soil erosion or the loss of topsoil? <i>The project site is a flat developed lot with adjacent properties and city streets presently developed. The potential for soil erosion will have no adverse impact.</i>				◆
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? <i>The project is an already developed property,</i>				◆

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<i>the potential impacts of unstable soils are considered less than significant.</i>				
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? <i>The proposed project site is not located on expansive soils. The already developed site will not create a substantial risk to life or property due to soil stability.</i>				◆
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? <i>The City of Bishop wastewater treatment facility provides service for this project; therefore, the project will have no need for a septic tank or waste water disposal system.</i>				◆
VII. HAZARDS AND HAZARDOUS MATERIALS B Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? <i>There are no hazardous materials connected to the proposed project, therefore, having no impact.</i>				◆
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? <i>There are no hazardous materials connected to the proposed project, therefore, having no impact.</i>				◆
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? <i>There are no hazardous materials connected to the proposed project,</i>				◆

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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therefore, having no impact.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

The project site is not listed as a hazardous materials site, therefore, having no impact.



e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

This project is within one mile of the Bishop airport and is close to the normal traffic pattern for Runway 30. The project will not significantly increase safety hazard.



f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?

There is no private airstrip in the project area.



g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

The project will not have an adverse impact with any emergency response plan or emergency evacuation plan.



h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

The project site is within an urban area. The potential for a wildland fire will have no impact.



VIII. HYDROLOGY AND WATER QUALITY -- Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<p>a) Violate any water quality standards or waste discharge requirements?</p> <p><i>The project will not impact water quality standards.</i></p>				◆
<p>b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?</p> <p><i>Water service will be provided by the City of Bishop Public Work Department. Capacity of this water system is adequate to serve this project, therefore will have no impact on ground water supplies.</i></p>				◆
<p>c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?</p> <p><i>This project will not alter any drainage pattern, course of a stream or river or cause any substantial erosion.</i></p>				◆
<p>d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?</p> <p><i>The project will not alter the existing drainage pattern or increase the amount of surface runoff creating flooding on or off site.</i></p>				◆
<p>e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?</p>				◆

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<i>The project will not alter the existing drainage pattern or increase the amount of surface runoff to exceed the stormwater drainage system capacity.</i>				
f) Otherwise substantially degrade water quality? <i>The project is part of an already existing facility which will not degrade water quality, therefore, will have no impact.</i>				◆
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? <i>The project site is not within a 100-year flood hazard area (Flood Insurance Rate Map Panel #060074 0001 June 19, 1985), therefore, will have no adverse impact.</i>				◆
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows? <i>The project site is not within a 100-year flood hazard area, therefore, will have no adverse impact.</i>				◆
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? <i>Flooding due to a dam failure at this project site is a possibility according to the inundation maps prepared by Southern California Edison Co. This possibility is so remote it is considered a less than significant impact.</i>				◆
j) Inundation by seiche, tsunami, or mudflow? <i>This project site is not subject to seiche, tsunami, or mudflow, therefore will have no adverse impact.</i>				◆

IX. LAND USE AND PLANNING - Would the

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
project:				
a) Physically divide an established community? <i>This project lies within an existing C-1 Zone (General Commercial and Retail) which will not physically divide an established community.</i>				◆
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? <i>A woodshop is not a listed or prohibited use within a C-1 zoning district. The proponent is requesting a conditional use permit to allow a woodshop and to set aside the minimum parking requirement to be consistent with the goals and policies of the City's General Plan.</i>			◆	
c) Conflict with any applicable habitat conservation plan or natural community conservation plan? <i>This project will not conflict with any conservation plan or community conservation plan.</i>				◆
X. MINERAL RESOURCES -- Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? <i>No mineral resources exist on this site.</i>				◆
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? <i>No mineral resources exist on this site</i>				◆
XI. NOISE B Would the project result in:				

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<p>a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?</p> <p><i>The proposed change of use will create some noise beyond existing site noise levels. The proponent proposes to insulate and sound proof the existing structure to mitigate excess noise created by the woodshop, therefore, meeting standards established in Bishop Municipal Code, Section 8.12.010.</i></p>			◆	
<p>b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?</p> <p><i>This project will not create groundborne noise or vibration for any period of time to be considered an adverse impact.</i></p>				◆
<p>c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?</p> <p><i>The proposed project will take measures to mitigate any increase in vicinity ambient noise levels. Therefore, will have a less than significant impact on ambient noise levels.</i></p>			◆	
<p>d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?</p> <p><i>The proposed project will take measures to mitigate any increase in temporary or periodic ambient noise levels. Therefore, will have a less than significant impact on ambient noise levels.</i></p>			◆	
<p>e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?</p> <p><i>The project is within one mile of the Bishop</i></p>				◆

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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airport. The project will not significantly increase exposure to airport-related noise.

f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

The project is not near a private airstrip.



XII. POPULATION AND HOUSING -- Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

The proposed project will not have an adverse impact by creating substantial growth in the area either directly or indirectly.



b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

The proposed project will not displace substantial numbers of existing housing; therefore, will have no impact on housing.



c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

The project will not displace substantial numbers of people; therefore will not necessitate replacement housing.



XIII. PUBLIC SERVICES

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
other performance objectives for any of the public services:				
Fire protection? <i>The proposed project is an existing facility which will not impact fire protection services.</i>				◆
Police protection? <i>The proposed project will not significantly impact the City of Bishop Police Department.</i>				◆
Schools? <i>The proposed project will not have an adverse impact to the school aged population of the area.</i>				◆
Parks? <i>This Project will not have an adverse impact on the City's parks.</i>				◆
Other public facilities? <i>The proposed project will not substantially impact other public facilities.</i>				◆
XIV. RECREATION --				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? <i>No. The proposed project is an existing facility which will not significantly impact the use of local public parks.</i>				◆
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? <i>The project will not require the addition of any additional recreational facilities.</i>				◆

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
XV. TRANSPORTATION/TRAFFIC -- Would the project:				
a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)? <i>The proposed project will not cause a substantial increase in traffic to the existing traffic load; therefore, will have no impact on traffic conditions.</i>				◆
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways? <i>The proposed project will not cause a substantial increase in traffic to the existing traffic load; therefore, will have a no impact on traffic conditions.</i>				◆
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? <i>The proposed project will not create a change in air traffic patterns or an increase in air traffic levels.</i>				◆
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? <i>The propose project will not create hazards due to design or incompatible uses.</i>				◆
e) Result in inadequate emergency access? <i>The project will not interfere with any emergency response or emergency access.</i>				◆
f) Result in inadequate parking capacity? <i>The proposed occupancy change requires an additional three parking spaces which the site cannot provide for. A study of available public</i>			◆	

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
<i>parking in a one block area had a positive result of available parking at all times of the day, therefore, inadequate parking capacity will have a less than significant impact.</i>				

g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)? <i>This project will have no conflict with alternative transportation programs.</i>				◆
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XVI. UTILITIES AND SERVICE SYSTEMS
B Would the project:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? <i>Wastewater treatment is provided to this project by the City of Bishop Public Works Department and will not exceed wastewater treatment capacity of this service provider.</i>				◆
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b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? <i>The wastewater service provider will have adequate capacity to provide service to this project without expansion of there facility.</i>				◆
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c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? <i>The proposed project will not result in increases of stormwater drainage significant enough to warrant the expansion of existing stormwater facilities.</i>				◆
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d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				◆
--	--	--	--	---

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

The Public Works Department of the City of Bishop already provides water service to the proposed project. The water system will not require new or expanded entitlements to provide this service.

e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the projects projected demand in addition to the providers existing commitments?



The City of Bishop Public Works Departments wastewater treatment facility has adequate capacity to serve this project demands. Therefore, will have no adverse impact on the wastewater treatment facility.

f) Be served by a landfill with sufficient permitted capacity to accommodate the projects solid waste disposal needs?



Inyo County Sunland Landfill has adequate solid waste capacity for the proposed property.

g) Comply with federal, state, and local statutes and regulations related to solid waste?



The project will comply with all federal, state and local statutes and regulation related to solid waste.

XVII. MANDATORY FINDINGS OF SIGNIFICANCE --

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?



The project is an existing developed site with no potential of degrading the quality

**Potentially
Significant
Impact**

**Less Than
Significant with
Mitigation
Incorporation**

**Less Than
Significant
Impact**

**No
Impact**

of environmental resources.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

The potential impacts are not cumulatively considerable to effect past, current, or future projects.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

This project does not have any environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly.



City of Bishop

Environmental Information Form

(To be completed by applicant)

Date Filed 4/14/2011

General Information

1. Name and address of developer or project sponsor:

Steve White, d.b.a. Steven White Woodworking

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

Antonia Bulpitt-Ramirez

3. Project address and assessor parcel number:

336 Hammond Street, APN ~~01-086-08~~ 01-086-08

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

Steve White, 186 Willow St. Bishop, 872-3828 (work), 873-4320 (home)

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

None

6. Existing zone district:

C1

7. Present use of site:

Warehouse

8. Proposed use of site:

Art Studio / Woodshop

Project Description

9. Size of site in acres or square feet:

2750 sq. ft. lot, 1600 sq. ft. building

10. Number of stories:

1

11. Amount of existing off-street parking:

1 car

12. Proposed project schedule: At close of escrow, 3-4 months of work improving interior, including windows, electrical work, insulation,

13. Associated projects: dust collection & compressed air systems. Completion date November 2011.

N/A

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

N/A

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

N/A

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

Art Studio/Woodshop - 1600 SF

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

N/A

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

N/A

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

Conditional Use Permit requested.
My type business is not specifically listed use in C1.
Requesting set-aside for parking.

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

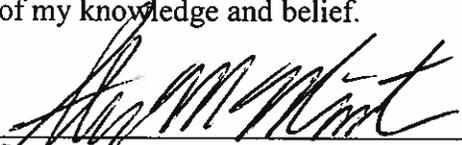
- Yes No 20. Change in existing features of any streams, lakes or hills, or contours.
- Yes No 21. Change in scenic views or vistas from existing residential areas or public lands or roads.
- Yes No 22. Change in pattern, scale or character of general area of project.
- Yes No 23. Produce a significant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

Environmental Setting

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

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

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


Signature

4/14/11
Date

Steven M. White
Name

This Section For City Use

Filing Fee:

Receipt/application number:

Accepted for processing (signature and date):

Staff action:

Planning Commission Action:

Remarks

April 13, 2011

My name is Steve White. I have had a one-person studio furniture-making business in Bishop since moving here 13 years ago. Studio furniture is the term for one-of-a-kind, hand-crafted and artful furniture. Much of my furniture is sold out of the area, but I am inspired to be working and living here in Bishop and am proud to call this my home. I have been renting shop space on Willow Street, and have come to enjoy the downtown location. Moving my shop into a building which I own has been a goal of mine, since it would assure me of always having a place to do my work.

The building (and lot) at 336 Hammond St. has been for sale. It fits the bill for me almost perfectly, except for its C-1 zoning, which does not specifically address my type of use. I am concerned about being a good neighbor, so I talked with the city building department, members of the planning commission, and neighbors regarding my hopes for the building. After getting generally positive responses from everyone, I decided to put an offer on the building. The offer has been accepted, but is contingent on me getting a conditional use permit for the property. I am hereby applying for such a permit.

For me, this building is ideal. It is in a good location, is the right size, with a high ceiling, 12 foot by 12 foot wide sliding door right out to the street, 3-phase power to the building, and a small bathroom and office inside. The small shed-roof addition provides additional storage. My hope for this place is to improve the building into a fully-equipped and well laid-out wood shop with bench space for up to three furniture makers. I would possibly have an apprentice in the future, and currently Todd Bradlee, a 6-year resident of Bishop and studio furniture maker, is committed to helping me remodel the building, then to rent space in it. My hope is that the shop might outlive me, being passed on to the next generation of woodworkers.

I stress that the kind of woodworking that I and any others would be engaged in is studio furniture, which entails a lot of handwork and minimum time with loud machinery. Furthermore, insulating the building would contain the noise level inside. Other concerns expressed to me are about traffic, parking, and noxious fumes. The only traffic to the building would be the occasional customer, and the need for parking would typically be one or two cars. This wood shop would produce no noxious fumes, as all finishes are hand-applied oils. No spray painting is ever done.

In closing, I believe my kind of business will be an asset to the neighborhood and the community. I have developed a regional reputation for my furniture, but I often make repairs on people's furniture, and have done many other woodworking jobs for locals. I am a skilled woodworker and have the only fully-equipped shop in the area. Also, if I attract other artists and craftspeople, or lovers of the arts and crafts, to Bishop, that will enrich our community as well.

Sincerely,



Steven M. White

PROPOSED IMPROVEMENTS TO 336 HAMMOND STREET

Improvements to lot:

None, but may plant a few flowers or shrubs across front of building.

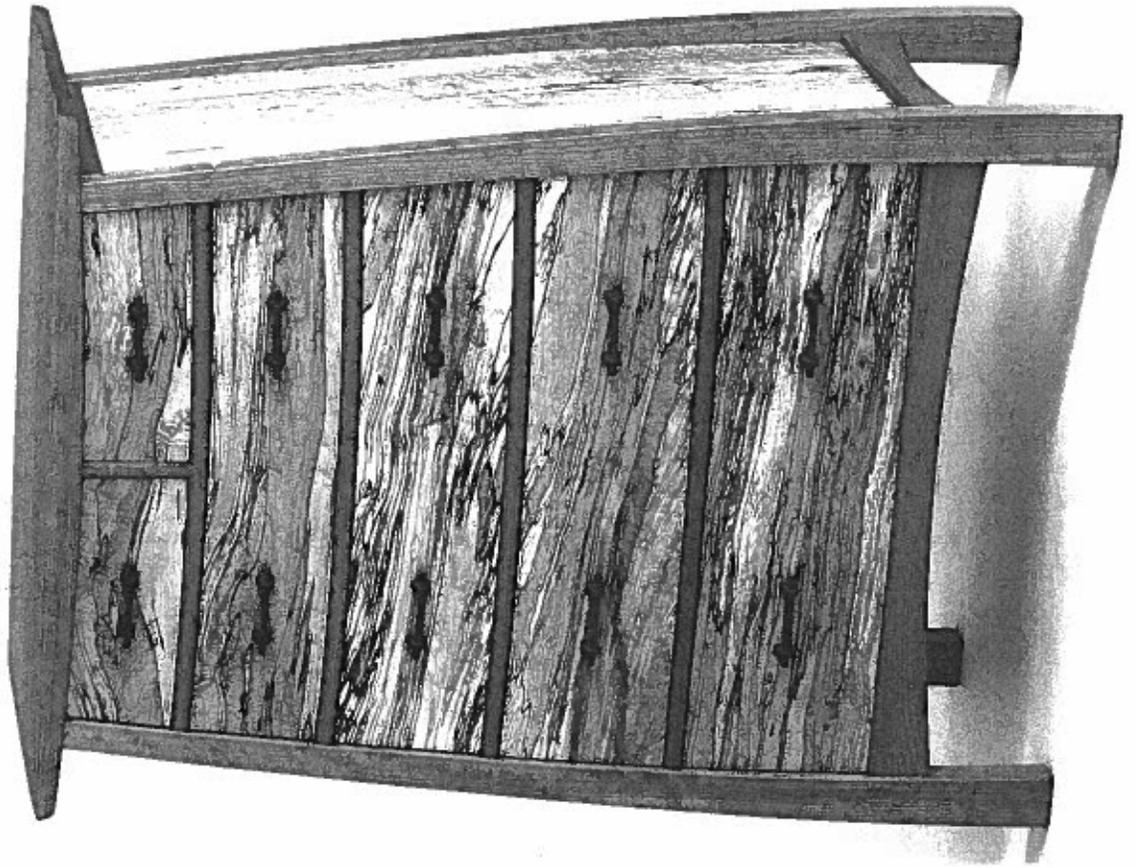
Improvements to building:

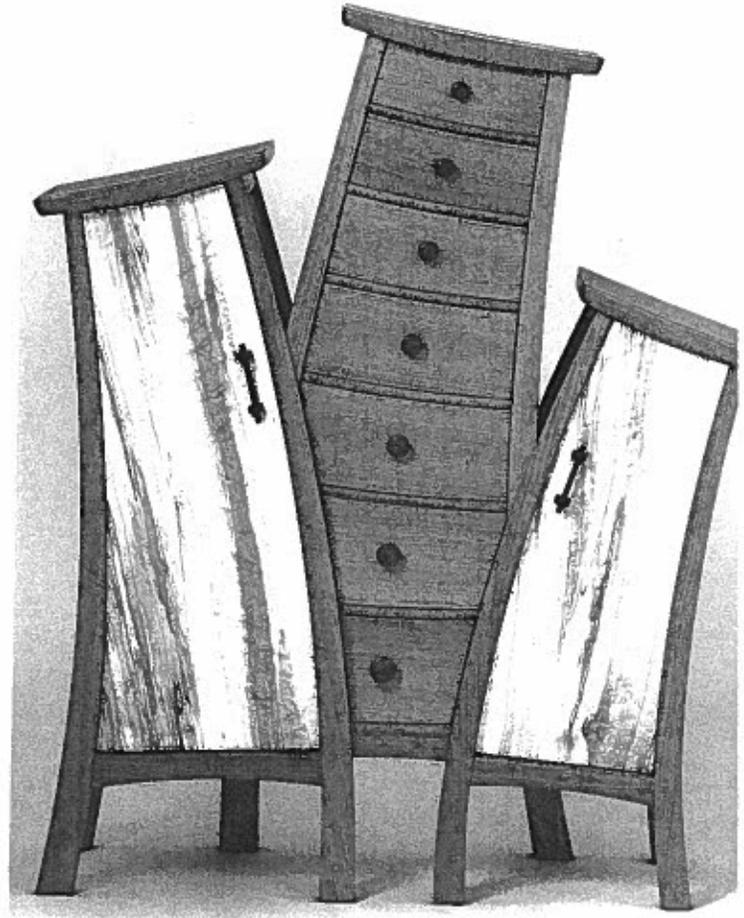
Exterior: Add gutter and downspout across front
Fix swamp cooler
Add several windows, one door to rear
Paint trim
Erect small sign

Interior: Run single-phase and 3-phase power to outlets
Add ceiling lighting
Replace heater (if necessary)
Insulate walls, ceiling
Sheath walls with plywood
Install dust collection and compressed air systems
Install machinery
Install benches and cabinetry

Schedule of work:

Upon close of escrow (early August), work will commence, and be completed by November 2011.





362 HAMMOND
(COCA-COLA PLANT)

EXIST. ELECTRICAL METERS

SETBACK

EXISTING DRIVEWAY

EXISTING DBL. SLIDING DOORS
12' x 12' OPENING

EXISTING SHED-ROOF ADDITION

336 HAMMOND
(SUBJECT PROPERTY)

EXISTING BLDG, 40' x 40',
STEEL GIRDER, STEEL SIDING,
CONCRETE SLAB

OFF-STREET PARKING
9' x 20'

10'-12' SETBACK

40'

55' LOT

EXISTING TREE

50' LOT

HAMMOND ST.

287 ACADEMY

DWG. BY
S. WHITE

ACADEMY ST.

PROOF OF PUBLICATION

(2015.5 C.C.P.)

This space is for County Clerk's Filing Stamp

STATE OF CALIFORNIA,
COUNTY OF INYO

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the
The Inyo Register

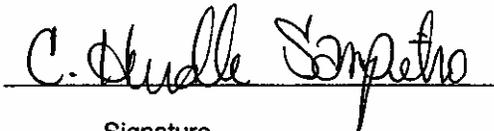
County of Inyo

The Inyo Register has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following dates, to wit:

APRIL 23

in the year **2011**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.
on this **25TH** day of **APRIL, 2011**



Signature

Proof of Publication of Public Notice

NOTICE OF PREPARATION AND NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that in keeping with CEQA an Initial Study has been completed and a Draft Negative Declaration has been prepared to allow Steven White to operate a woodworking shop and set aside the commercial parking requirements for a commercial occupancy, pursuant to Bishop Municipal Code, Chapter 17.48 at 336 Hammond Street which is located in a C-1 Zoning District (General Commercial and Retail).

The Initial Study may be inspected in the Public Works Department at 377 West Line Street, Bishop, and will be considered by the City Council of the City of Bishop on Monday, May 23, 2011 at 7:00 P.M. in the Bishop City Council Chambers, 301 West Line Street, Bishop, California.

The City of Bishop will hold a Public Hearing on May 23, 2011 at 7:00 P.M. to hear and consider citizen input on the above mentioned project.

ANY persons wishing to comment are invited to attend, or send comments to the City Council, P.O. Box 1236, Bishop, CA to be received on or before the end of the review period, which will be May 23, 2011.

If you challenge the findings, determination or decision made on the Initial Study in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.
(IR 4/23, #9439)

TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

SUBJECT: RESOLUTION No. 11-04 – Approving an Application for Funding and Execution of Grant Agreement from the Planning and Technical Assistance Allocation of the State Community Development Block Grant (CDBG) Program

DATE: May 23, 2011

Attachments: 1. (See attachments provided for the Public Hearing on *State Planning and Technical Assistance (PTA) Grant Applications*)
 2. RESOLUTION No. 11-04 – Approving an Application for Funding

BACKGROUND/SUMMARY

A Public Hearing was held earlier in tonight’s meeting (5/23/11) on a proposed application for a State CDGB Planning and Technical Assistance (PTA) grant. See application documents provided for the Public Hearing for background information.

The proposed application includes three projects:

- | | |
|---|----------|
| 1. Application preparation for developing an Affordable Housing Project with Home Partnership Funds and Tax Credits | \$45,225 |
| 2. Northeast Quadrant Sewer Study | \$35,000 |
| 3. Geographic Information System (GIS) | \$35,000 |

It is specifically noted that the grant requires a 25% Cash Match; IMACA and City shares:

- | | |
|-----------------------------|-----------------|
| 1. IMACA 25% Cash Match | \$8,881 |
| 2. City 25% Cash Match | \$19,925 |
| TOTAL 25% Cash Match | \$28,806 |

Potential fund sources for the City match include the Sewer Fund and the General Fund Cash Balance.

RECOMMENDATION

Consider adopting Resolution No. 11-04 approving the CDBG Planning and Technical Assistance (PTA) grant application for funding.

RESOLUTION NO. 11-04

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

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

SECTION 1:

The City Council has reviewed and hereby approves an application under the Economic Development and General Allocation for up to \$140,000 for the following activities:

Application Preparation for Developing an Affordable Housing Project With Home Partnership Funds and Tax Credits	\$45,225.00
Northeast Quadrant Sewer Study	\$35,000.00
Geographic Information System (GIS) Update	\$35,000.00

SECTION 2:

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

SECTION 3:

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

IMACA Cash Match Commitment	\$8,881.00
City of Bishop Cash Match	\$19,925.00
TOTALS	\$28,806.00

SECTION 4:

The City Administrator is hereby authorized and directed to act on the City's behalf in all matters pertaining to this application.

SECTION 5:

If the application is approved, the City Administrator is authorized to enter into and sign the grant agreement and any subsequent amendments with the State of California for the purposes of this grant

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Bishop held on the 23rd day of May, 2011.

LAURA SMITH, MAYOR

ATTEST: James M. Southworth, City Clerk

By: _____
Denise Gillespie, Assistant City Clerk



People Helping People

May 11, 2011

Ms. Cathy Creswell
Acting Department Director
California Department of Housing and Community Development
P.O. Box 952054, MS 330
Sacramento, CA 94252-2054

RE: INYO MONO ADVOCATES FOR COMMUNITY ACTION, INC.
(IMACA) CASH MATCH COMMITMENT FOR STATE
PLANNING AND TECHNICAL ASSISTANCE (PTA) GRANT
(CDBG) PROGRAM FUNDING

Dear Ms. Creswell:

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

The amount of the cash match shall be as provided in the approved contract between the HCD, the City of Bishop, and IMACA. The cash match shall not exceed 25 percent of the award as determined by the State HCD for the PTA activity entitled Application Preparation for Developing an Affordable Housing Project with Home Partnership Funds and Tax Credits.

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

Sincerely,

Daniel Steinbogen
by Michael J. Howell, Controller

Daniel Steinbogen, Executive Director, IMACA

cc: James Southworth, City of Bishop

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

Child Development
& Family Services
Head Start-State
Preschool
(with sites in Bishop, Lone Pine,
Mammoth, and Lee Vining)
Administrative Office
218-A So. Main St.
Bishop, CA 93514
(760) 873-3001
Fax (760) 872-5570

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

REACH / CONNECTIONS
180 Clarke Street
Bishop, CA 93514
(760) 873-3021
Fax (760) 873-6724

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

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

TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

SUBJECT: **Negative Declaration & Notice of Determination for Woodworking Shop - 336 Hammond**

DATE: May 23, 2011

Discussion: n/a
First Reading: n/a
Budget/Source n/a

Attachments: 1. (See attachments provided for the Public Hearing)

Background/Discussion:

Following the Public Hearing, this is to consider action on the *Draft Negative declaration of Environmental Impact and Notice of Determination* for the Conditional Use Permit (CUP) application to operate a woodworking shop at 336 Hammond. See above coversheet for the Public Hearing for background and documentation

If the *Negative Declaration and Notice of Determination* is adopted, the CUP application will go to the Planning Commission for a Public Hearing and action to set aside the Commercial Parking Requirements (from 4 spaces to 1 space).

Recommendation:

Consider adopting the *Negative Declaration and Notice of Determination* for proposed Woodworking Shop at 336 Hammond.

TO: CITY COUNCIL

From: James M. Southworth, City Administrator

DATE: May 23, 2011

AGENDA SUBJECT: DWP Land Releases and Sale (Hanby parcel and 789 Home St)

Discussion: 5/9/11, 2/14/11, 7/26/10

First Reading: n/a

Budget/Source: n/a

Attachments: 1. (See attachments provided for the Study Session regarding DWP Land Releases and Sale (Hanby Parcel and 789 Home St.)

Background/Discussion:

The City Council reviewed questions and information concerning the Hanby parcel, DWP'S proposed Sale of Surplus Property (789 Home Street - Bishop Nursery), other questions regarding the releases of DWP property during the study session earlier on May 23, 2011.

Recommendation:

1. Consider recommendation to LADWP and Inyo County regarding release of the Hanby parcel.
2. Consider staff recommendation for sale of property at 789 Home St.
3. Consider any other release recommendations.

TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR

**SUBJECT: WAIVE FORMAL BID PROCEDURES FOR AUDITOR SERVICES FY
ENDING 2011**

DATE: May 23, 2011

Attachments: Audit proposal from Larry Bain, CPA

BACKGROUND/SUMMARY

The attached proposal for the 2010-2011 annual audit is from the accounting firm of Larry Bain, CPA. Each year the City contracts for independent audits which are listed in the attached proposal. Mr. Bain's firm has done these audits for the past several years. This firm has been professional and timely.

RECOMMENDATION

Review the proposal from Larry Bain, CPA and consider waiving the formal bid procedures due to the professional service nature of the contract and authorize the firm of Larry Bain, CPA to conduct the attached list of audits for fiscal year 2010-2011 pursuant to the costs presented.

RECEIVED
MAY 11 2011
CITY OF BISHOP

May 7, 2011

City Council
City of Bishop, California

We are pleased to confirm our understanding of the services we are to provide for the City of Bishop for the fiscal year ended June 30, 2011. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City of Bishop as of and for the fiscal year ended June 30, 2011. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the City of Bishop's basic financial statements. As part of our engagement, we will apply certain limited procedures to the City of Bishop's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited: a) management discussion and analysis b) the budgetary comparison schedules and pension trend analysis. Additionally, you will be provided with:

- Management letter covering any observations made during the course of the audit
- Audited Redevelopment Agency report
- Audited report for Sunrise Mobile Home Park, inclusive of regulatory report
- Proposition 4 calculation
- Single Audit report, if required
- Annual reports required by the State Controllers Office

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with generally accepted auditing standards established by the Auditing Standards Board (United States) and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Bishop and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that the City of Bishop is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a draft of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the the City of Bishop and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for providing to us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse. Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations

*Larry Bain, CPA,
An Accounting Corporation
2148 Frascati Drive
El Dorado Hills, CA 95762
(916) 601-8894*

Audit Procedures—General (Continued)

of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Bishop's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

Audit Administration and Fees

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

*Larry Bain, CPA,
An Accounting Corporation
2148 Frascati Drive
El Dorado Hills, CA 95762
(916) 601-8894*

Audit Administration and Fees (Continued)

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Larry Bain, CPA and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal agencies providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Larry Bain, CPA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by federal agencies. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately August 22, 2011 and expect to issue our reports no later than November 30, 2011. Larry Bain is the engagement partner and is responsible for supervising the engagement and signing the report. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed the following amounts:

City of Bishop Financial Statements	\$15,000
RDA	\$ 1,000
Sunrise Mobile Home Park	\$ 1,900
Proposition 4 calculation	\$ 1,200
T.O.T. Audits (per motel)	\$ 1,000
Additional requirements to complete Single Audit or STIP Audits, per major program, if required	\$ 5,000

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes ninety days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our January 31, 2009 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Bishop and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

**Larry Bain, CPA,
An Accounting Corporation
2148 Frascati Drive
El Dorado Hills, CA 95762
(916) 601-8894**

If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Larry Bain', with a long horizontal flourish extending to the right.

Larry Bain, CPA,
An Accounting Corporation

This letter correctly sets forth the understanding of the City.

By: _____

Title: _____

Date: _____

TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

SUBJECT: APPROVAL OF STANDARD AGREEMENT FOR THE FIRE DEPARTMENT DESTRUCTION DERBY - SEPTEMBER 4, 2011

DATE: May 23, 2011

Attachments: State of California Standard Agreement for Destruction Derby

BACKGROUND/SUMMARY

The attached contract allows the City of Bishop Fire Department to put on the Destruction Derby at the upcoming Tri-County Fair over Labor Day weekend. The contract has the same elements as in previous years.

RECOMMENDATION:

Review the attached contract with the 18th District Agricultural Association/Eastern Sierra Tri-County Fairgrounds and consider approval for the Fire Chief to execute the document.

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER SA-11-12
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

18th District Agricultural Association/ Eastern Sierra Tri-County Fairgrounds

CONTRACTOR'S NAME

City of Bishop Fire Department

2. The term of this Agreement is: September 4, 2011 through September 4, 2011

3. The maximum amount of this Agreement is: \$ To Be Determined (80% of ticket sales, less fair admission portion of combination)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	1 page(s)
Exhibit B – Budget Detail and Payment Provisions	0 page(s)
Exhibit C* – General Terms and Conditions	4
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	0 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Bishop Fire Department		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING (print name & title) Ray Segune, Fire Chief		
ADDRESS 207 West Line Street, Bishop, CA 93514		
STATE OF CALIFORNIA		
AGENCY NAME 18 th District Agricultural Association		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING James Tatum, CEO		
ADDRESS P.O. Box 608, Bishop, CA 93515		
		<input type="checkbox"/> Exempt per:

* Please sign and return

EXHIBIT A

SCOPE OF WORK

Attached and Incorporated To Standard Agreement # SA-11-12
Between 18th District Agricultural Assoc. / Eastern Sierra Tri-County Fair and City of Bishop Fire Department

Date and Time: Sunday, September 4, 2011 – 7:00 PM

BVFD SHALL RECEIVE: 80% of gross receipts less fair admission

Tickets: Fair and Derby combination tickets will be sold at \$15 for adults (general admission) and \$12 for children (general admission). Reserved Seats (Also Combination Tickets) will be sold for \$17.00. Fair will retain \$4 per adult admission and \$3 per child admission (under 12 years). Fair will retain \$4 for each reserved seat. City of Bishop Fire Department shall retain \$12 for each Reserved Seat, \$10 for each Adult General Admission Seat and \$8 for each Child General Admission Seat.

Concessions: Eastern Sierra Tri-County Fairgrounds will retain all concessions and retains the right to solicit sponsorship for the event.

Event: The City of Bishop Fire Department will produce a Destruction Derby event which includes the following:

1. Track area staging
2. Sunday morning inspection @west end of the track
3. Pit area-west side of arena
4. West arena for events

Clean Up: The City of Bishop Fire Department is to clean-up the arena and return it to the condition prior to the Destruction Derby. Special equipment must be used to remove all metal and trash from arena and pit area following event. Arena must be completely cleaned and ready for Rodeo event to take over at 9:00 AM on Monday, September 5, 2011.

Personnel: The City of Bishop Fire Department must provide all emergency equipment needed for the event and a portion of the security. Fire Department must also provide personnel to act as ushers to assist patrons with reserved seats. Fire Department must also make arrangements for stand-by ambulance service to be present during all derby events.

Signed:

James J. Tatum, CEO
Eastern Sierra Tri-County Fairgrounds
18th District Agricultural Association

Authorized Representative
City of Bishop Fire Department

Ray Seguine, Fire Chief

Print Name & Title

Date: _____

Date: _____

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Attached and Incorporated To Standard Agreement # SA-11-12
Between 18th District Agricultural Assoc. / Eastern Sierra Tri-County Fair and City of Bishop Fire Department

In addition to the general terms and conditions (GTC 103), Exhibit C, both parties agree with the following statement:

The State Of California, The 18th District Agricultural Association/ Eastern Sierra Tri-County Fairgrounds agrees to indemnify, defend and save harmless the City of Bishop Fire Department, The City of Bishop, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the State Of California, The 18th District Agricultural Association/ Eastern Sierra Tri-County Fairgrounds in the performance of this agreement.

Signed:

James J. Tatum, CEO
Eastern Sierra Tri-County Fairgrounds
18th District Agricultural Association

Authorized Representative
City of Bishop Fire Department

Date: _____

Ray Seguine, Fire Chief

Print Name & Title

Date: _____

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

Contractor by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

6. Termination

The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

7. **Governing Law**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. **Conflict of Interest (PCC 10410, 10411, 10420)**

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. **Contractor Name Change**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. **Air or Water Pollution Violation (WC 13301)**

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.



WORKERS' COMPENSATION EXEMPT STATEMENT

I HEREBY CERTIFY THAT I AM AN INDEPENDENT CONTRACTOR AND HAVE NO PAID OR VOLUNTEER EMPLOYEES AND THEREFORE, WORKERS' COMPENSATION INSURANCE WHICH IS REQUIRED FOR EACH CONTRACT AS STATED IN ITEM I.A.3# c. WORKERS' COMPENSATION (CALIFORNIA FAIR SERVICES AUTHORITY INSURANCE REQUIREMENTS DATED 06/06), DOES NOT APPLY TO ME.

I AM AWARE THAT THIS STATEMENT IS FOR THE INTERNAL USE OF CFSA AND THE EASTERN SIERRA TRI-COUNTY FAIR/ 18TH DISTRICT AGRICULTURAL ASSOCIATION AND DOES NOT ALTER THE WORKERS' COMPENSATION REQUIREMENTS IN THE LABOR CODE OF THE STATE OF CALIFORNIA DEFINING "EMPLOYEES."

Signature of Contractor

Date

Printed Name

N/A

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>	
CITY OF BISHOP FIRE DEPARTMENT		95-1895967	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			
RAY SEGUINE, FIRE CHIEF			
<i>Date Executed</i>		<i>Executed in the County of</i>	
 		INYO	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

YEE DATA RECORD

required when receiving payment from the State of California in lieu of IRS W-9)
204 (Rev. 5/06) CDPH

1 INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.
NOTE: Governmental entities, federal, state, and local (including school districts), are not required to submit this form.

2 PAYEE'S LEGAL BUSINESS NAME (Type or Print)
CITY OF BISHOP FIRE DEPARTMENT

SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, MI)	E-MAIL ADDRESS seguinte@ca-bishop.us
MAILING ADDRESS P. O. BOX 1236	BUSINESS ADDRESS 377 WEST LINE STREET
CITY, STATE, ZIP CODE BISHOP, CA 93514	CITY, STATE, ZIP CODE BISHOP, CA 93514

3 ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 95 - 1895967

PAYEE ENTITY TYPE
CHECK ONE BOX ONLY

PARTNERSHIP

ESTATE OR TRUST

INDIVIDUAL OR SOLE PROPRIETOR
ENTER SOCIAL SECURITY NUMBER: [][]-[][]-[][][][][][][][]

CORPORATION:

MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)

LEGAL (e.g., attorney services)

EXEMPT (nonprofit)

ALL OTHERS

NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.

(SSN required by authority of California Revenue and Tax Code Section 18646)

4 **PAYEE RESIDENCY TYPE**

California resident—qualified to do business in California or maintains a permanent place of business in California.

California nonresident (see reverse side)—Payments to nonresidents for services may be subject to State income tax withholding.

No services performed in California.

Copy of Franchise Tax Board waiver of State withholding attached.

5 I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.

AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) RAY SEGUINE	TITLE FIRE CHIEF
SIGNATURE	DATE
	TELEPHONE (760) 873-5485

6 Please return completed form to:

Department/Office: _____

Unit/Section: _____

Mailing Address: _____

City/State/ZIP: _____

Telephone: () _____ FAX: () _____

E-Mail Address: _____

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any ~~and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.~~ AS DEFINED IN EXHIBIT A. _____ COB _____ TCF
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS**: Time is of the essence in this Agreement.

13. **COMPENSATION**: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW**: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

STATE OF CALIFORNIA
INDEPENDENT CONTRACTOR/EMPLOYEE
STATUS DETERMINATION STATEMENT

I certify that I have reviewed the services to be provided by _____ under this contract against the 20 common-law factors, the three additional State criteria for California employment tax purposes, and the list of services which, when provided by individual(s) require the individual(s) to be classified as employee(s). The criteria cited above are documented in the State of California, The fair Memo 92-20.

Based on the results of my review, the individual to be engaged under this contract appears, for State and Federal employment tax withholding and related reporting purposes, to be an:

Independent Contractor

Please specify which among the 23 factors
(see Attachment I) were used to make the
above determination _____

Employee

I understand that, notwithstanding this certification, the proper status of the person(s) hired under the contract being reviewed depends on the manner in which the work is performed and on the nature of the relationship between the contractor and the State agency personnel responsible for the supervision of the contract. Therefore, the status of the contractor for State and Federal employee tax withholding and related reporting purposes will be redetermined when the manner in which the work is performed or the relationship between the contractor and the State agency changes sufficiently to alter the validity of this certification.

I hereby declare that the information provided in this document is true and correct and that I have sufficient knowledge of, authority, and responsibility for the work to be performed under this contract to effectively make this certification.

PROGRAM MANAGER

TITLE

(see footnote below)

SIGNATURE _____

TELEPHONE _____

REVIEWED BY STATE AGENCY PERSONNEL OFFICER

SIGNATURE _____

TELEPHONE _____

DATE _____

NOTE: For this certification to be considered adequate, it should be signed by a State agency manager with responsibility to supervise and monitor the work to be performed under the contract. Certifications by clerical staff and others with inadequate knowledge of, or responsibility for, the work to be performed will be rejected as inadequate.

STATE OF CALIFORNIA

NIA

COPYRIGHT INFRINGEMENT INDEMNIFICATION
Required For All Entertainment Contracts

Attached and incorporated into 18th DAA agreement # SA-11-12

Contractor warrants and represents that no musical, literary or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this contract unless contractor has previously thereto obtained written permission from the copyright holder. Contractor acknowledges that the contractor acts under this contract as an independent contractor charged with the responsibility at their sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works a contractor deems appropriate and that contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works. Contractor warrants that in the performance of this contract, contractor will not infringe any statutory, common law or other right of any person by performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including contracting district agricultural association, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this contract pending the final disposition of any claim which may result from the foregoing indemnification.

Contractor Signature

Date

N/A