



CITY OF BISHOP

CITY COUNCIL MEETING AGENDA

City Council Chambers - 301 West Line Street - Bishop, California
MONDAY, FEBRUARY 12, 2024 - 6:00 PM

NOTICE TO THE PUBLIC: Please be advised this meeting is accessible to the public in person, on the City of Bishop website, or on the local government cable channel 12. In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in this meeting, please contact the City Clerk at 760-873-5863 Extension 124. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102.35.104 ADA Title II].

The public is encouraged to participate or observe this meeting by:

1. Attending this meeting in person at the City of Bishop City Council Chambers located at 301 West Line Street in Bishop, California.
2. Observing this meeting live from the City of Bishop website at: https://www.cityofbishop.com/government/city_council/index.php
3. Observe this meeting live from the local government cable channel 12.

Public comments may be made:

1. In person: 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 (or complete a speaker card prior to the meeting). Comments for all agenda items are limited to a speaking time of three minutes unless modified by the Mayor.
2. In writing: Go to http://bishop-ca.granicus.com/ViewPublisher.php?view_id=8 to submit an "eComment" for the corresponding meeting. Please note that eComment submissions closes at 3:00 p.m. on the day of the meeting. You may also hand deliver public comments to the City drop/payment box located at the Church Street entrance to City Hall on or before the deadline noted above. Written public comments received after the deadline will be provided to the Council at the earliest possibility. Please note written public comments received will not be read aloud at the meeting.

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

1. **CALL TO ORDER** - 6:00 p.m. Monday, February 12, 2024
2. **MOMENT OF SILENCE** - As we begin tonight's meeting, please join me in a moment of silence for self-meditation, prayer, or reflection.

3. **PLEDGE OF ALLEGIANCE** - Councilmember Muchovej will lead the pledge of allegiance.
4. **ROLL CALL**
5. **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 will listen to all public comment but will not generally discuss the matter or take action on it.
6. **DEPARTMENT REPORTS**

Updates on department activities will be given by the Department Heads and/or their staff.

 - A. **Fire Department - Fire Chief Bret Russell**
[Fire Department Report - January 2024 - First 90 Days](#)
 - B. **Police Department - Police Chief Nate Derr**
[Police Department Report - January 2024](#)
 - C. **Public Works Department - Public Works Director Nora Gamino**
[Public Works Department Report - January 2024](#)
 - D. **Community Services Department - Community Services Manager Dan McElroy**
[Community Services Department Report - January 2024](#)
 - E. **Planning Department - Assistant Planner Ana Budnyk**
[Planning Department Report - January 2024](#)
 - F. **Administration - City Administrator Deston Dishion**
[City Administrator Report - January 2024](#)
7. **EASTERN SIERRA TRI-COUNTY FAIRGROUNDS QUARTERLY UPDATE**

Prepared and presented by Eastern Sierra Tri-County Fairgrounds Chief Executive Officer Jen McGuire.

 - A. **Eastern Sierra Tri-County Fairgrounds Quarterly Update Report**
[ESTF Quarterly Update Report - February 12, 2024](#)
8. **CONSENT CALENDAR**

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

 - A. **[Certificate of Acceptance for Seibu to School Path Right of Way Purchase](#)**
Recommended Action: Council to approve City Administrator to sign the Certificate of Acceptance for real property conveyed by Grant Deed as written.
[Certificate of Acceptance](#)
[Agreement for Purchase and Escrow Instructions](#)

B. Vendor Agreement between the City of Bishop and Challenger Sports

Recommended Action: City Council of the City of Bishop to approve and execute the Vendor Agreement between the City of Bishop and Challenger Sports, in an amount not to exceed \$3,600 for a one-year term beginning on February 12th, 2024.

[Vendor Agreement Between the City of Bishop and Challenger Sports](#)

C. Real Estate Services for City of Bishop Owned Units in Sunrise Mobile Home Park - Letter of Extension.

Recommended Action: City Council of the City of Bishop to accept the Letter of Extension for Real Estate Services and extend the Services Agreement from March 25, 2024, through March 24, 2025.

[Real Estate Extension 2024-2025](#)

D. Full-Time Monthly Salary Schedule - July 1, 2023 - June 30, 2024

Recommended Action: Approve Salary Schedule as shown, Salary changes approved on January 8th, 2024 Council meeting.

[2023-2024 Full Time Monthly Salary Schedule](#)

E. Adopt Proposed Resolution of Determination of Industrial Disability Retirement of an Employee.

Recommended Action: Council consideration to adopt the proposed Resolution of Determination of Industrial Disability Retirement of an Employee as required by Government Code Section 21154 and 21156 by title only.

[Proposed Resolution for IDR](#)

9. CONSENT CALENDAR FOR INFORMATION/FILING

A. Building Permits Issued Report

[January 2024](#)

B. Notice of Exemption for Bishop City Park Athletic Fields Lighting Project

Recommended Action: No action, for Council information only.

[Bishop City Park Athletic Fields Lighting Project](#)

[Notice of Exemption for Bishop City Park Athletic Fields Lighting Project](#)

C. Alcoholic Beverage License Application for 1320 N. Main Street, Bishop, California 93514 (Owner: GROCERY OUTLET INC.)

[ABC Application - 1320 N. Main St received 2024 01 25](#)

10. NEW BUSINESS

A. Mid-Year Budget Adjustments

Recommended Action: City Council consideration to accept the mid-year budget adjustments as presented in the attached mid-year budget reports.

[Sewer Fund Budget Adjustment Report](#)

[General Fund Budget Adjustment Report](#)

[Gas Tax Fund Budget Adjustment Report](#)

[Water Fund Budget Adjustment Report](#)

[Sunrise Mobile Home Park Fund Budget Adjustment Report](#)

[C.O.P.S. Fund Budget Adjustment Report](#)

Miscellaneous Budget Adjustment Report

11. FUTURE AGENDA ITEMS

12. COUNCIL AND COMMITTEE REPORTS

13. ADJOURNMENT

Monday, February 26, 2024 at 6:00 p.m. Regular Meeting in the City Council Chambers.

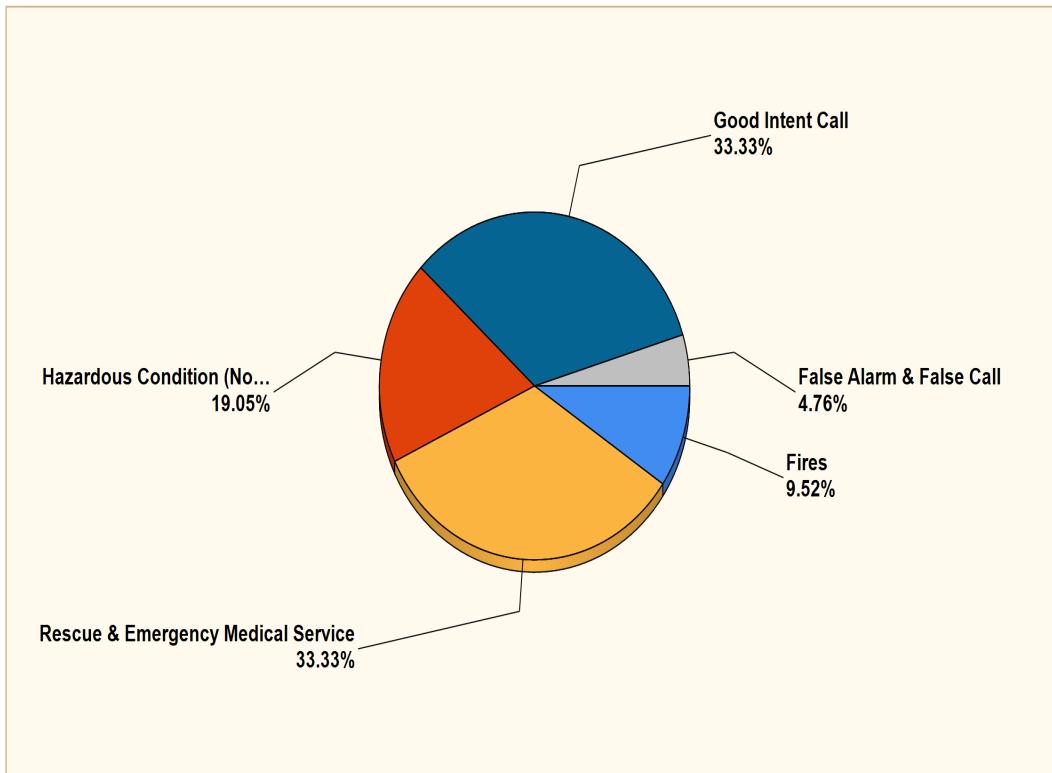
Bishop Fire Department

The First 90 Days

WITH CHIEF BRET RUSSELL



January 2024



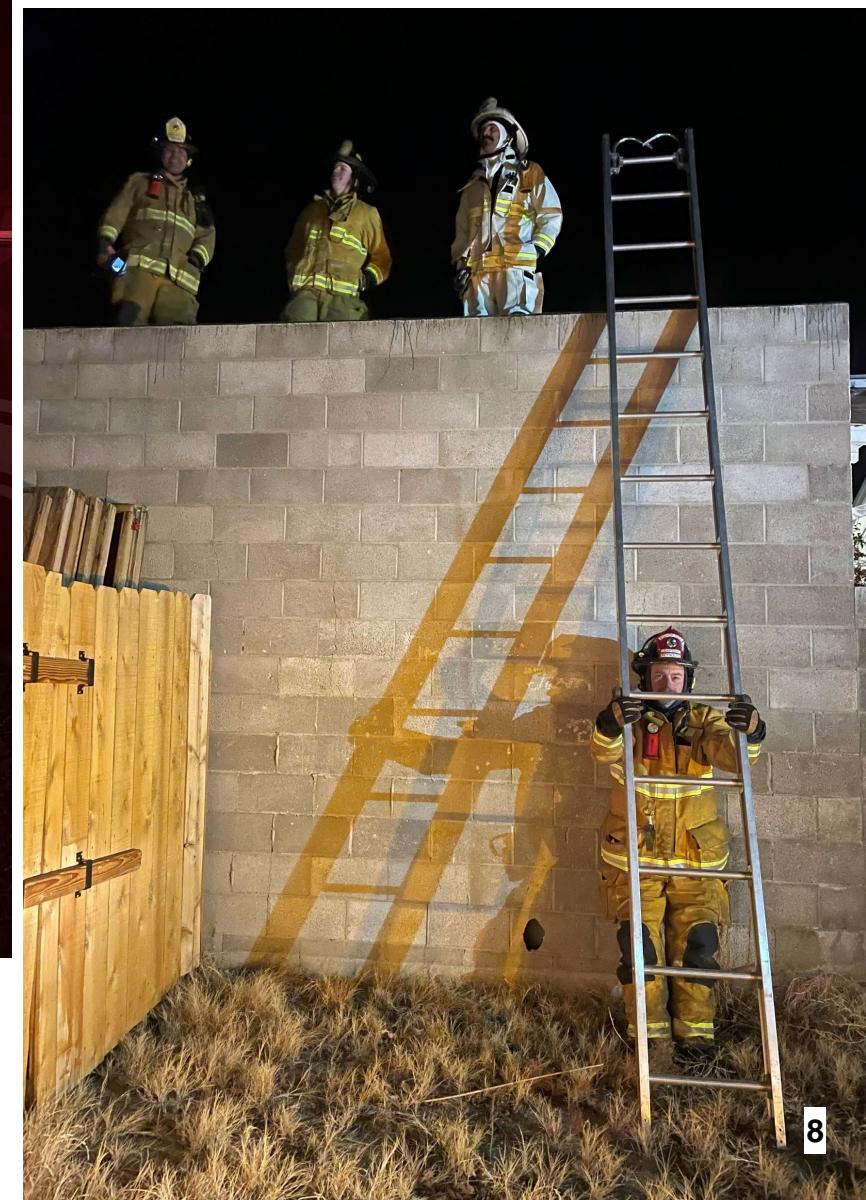
- Major Incident Type

Fires	2
Rescue & EMS	7
Hazard Conditions	4
Good Intent	7
False Alarm/Call	1
TOTAL	21

MORALE

- Duty Officer Coverage
- Officer's Meeting
- Business Meeting
- Informational Bulletin
- Creating a more inviting environment starting at Station 1

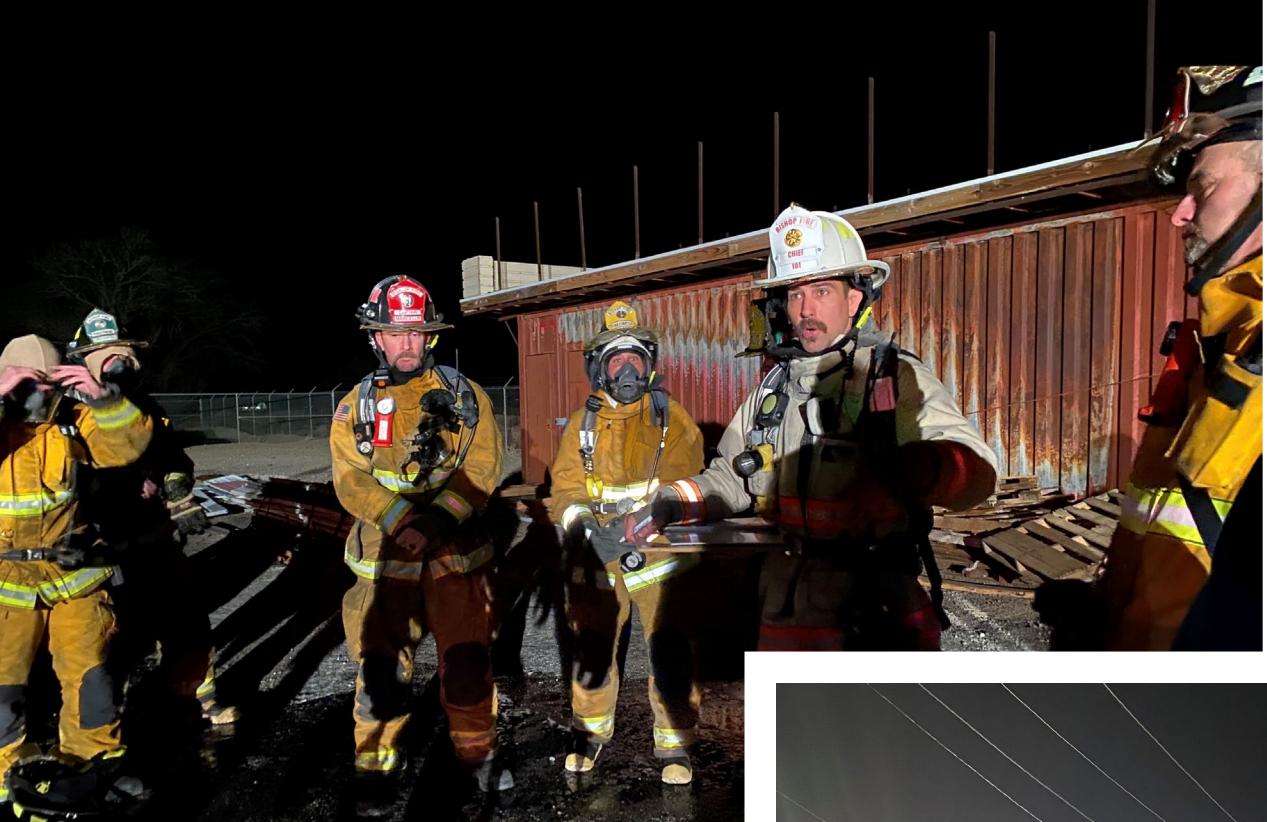




TRAINING



- Ladders
- PPE
- SCBA
- RIT
- Search & Rescue
- Scene Size Up
- Accountability
- Communication



CULTURE



- Policies & Procedures
- Uniforms
- Professionalism
- Becoming More Cohesive

2024

		JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
TOTAL INCIDENTS		1106											
CALLS FOR SERVICE		625											
OFFICER INITIATED INCIDENTS		481											
		TRAFFIC STOPS	78										
		OTHER OIA INC.	403										
		BUS/BUILDING CHECKS	2										
		VEH/PED CHECKS	42										
TOTAL OFFICER REPORTS		87											
ACCIDENT		3											
CRIMINAL ACCIDENT		3											
FELONY		22											
INFORMATION		23											
INFRACTION		0											
MISDEMEANOR		31											
TC WITH INJURIES		1											
TC NO INJURIES		5											
TOTAL MISDEMEANOR & FELONY ARRESTS		21											
MISDEMEANOR ARRESTS		13											
		ADULT	13										
		JUVENILE	0										
FELONY ARRESTS		8											
		ADULT	8										
		JUVENILE	0										
CITATIONS		73											
MOVING		21											
NON-MOVING		42											
CRIMINAL		10											

		JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
DISPATCH PHONE ACTIVITY													
911 CALLS		180											
		169											
		11											
ADMINISTRATIVE CALLS		1107											
		776											
		325											
		5											



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Public Works Report

January 2024

Water

1. Water consumption for the month was down 1% compared to January 2013.
2. Took monthly bacteria samples.
3. Checked static water levels at Wells #1, #2 and #4.
4. Repaired leak on water service at 477 E. Yaney St.
5. Work on interior drainage at well #1 facility due to the well artesian.
6. Replaced heater and thermostat at well #4 facility.
7. Cleaned up leaves around Well #4 facility.
8. Pot holed 10" ductile iron water main in three locations to get surveyed for Johnston Dr. drainage project.
9. Recorded quarterly water meter readings.
10. Attended a field visit with Provost & Pritchard Consulting Group, the consultant hired to plan and design a possible consolidation of the Brookside water system into the City's water system.

Sewer

1. Continue cleaning problem sewers within the city, continue systematic cleaning of sewer mains in the collection system.
2. Took monthly Biological Oxygen Demand (BOD) samples.
3. Continue to inspect sewer manholes for water infiltration.
4. Continued to serve as the Administrator for the Bishop Area Wastewater Authority, including writing a grant application for funding, holding a quarterly board meeting, hiring Lumos & Associates to develop a Preliminary Engineering Report, and interviewing potential candidates to increase staff capacity of the Authority.
5. Inspect grease interceptors within the City and update interceptor list.
6. Burn tumble weeds and vegetation along irrigation ditches at the WWTP.
7. Remove tumble weeds from Pond #1.
8. Change oil in the compressor motor at Johnston Dr. Lift Station.



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9. Replaced the drive belt on Sludge Pump #1 at the WWTP.
10. Pot hole water and sewer lines on Elm and Hammond St. to get existing elevations for new sewer main design.
11. Clean out drying beds at the WWTP.
12. Performed market research on a new sewer camera system by a demonstration from Haaker Equipment. Continue to develop City requirements for a new camera system and enclosure/trailer.

Streets

1. Routinely checked the Sierra bike path for trash and debris.
2. Repair and replace damaged street signs at various locations.
3. Dug percolation pits for Stantec to perform soil test for the Whitney Alley Project.
4. Installed new signage in Alley I to convert into a one-way Alley south of W. Line Street.
5. Kicked off the Johnston Drive Drainage Improvement Project design with Eastern Sierra Engineering.
6. Kicked off the South Warren Street Improvement Project planning and design with Triad & Holmes Engineering, Caltrans, and Helix Environmental.

Miscellaneous

1. Provide weekly safety meetings for PW crew.
2. Marked city utilities for Dig Alert tickets.
3. Clean up vegetation and debris in the field south of the Community Garden.
4. Public Works Crew attended the following trainings, Backhoe and Front End Loader, Confined Space, and Lead and Asbestos.
5. Performed routine maintenance on Public Works fleet.
6. Met with Eastern Sierra Engineering and the Chamber of Commerce to discuss the new Chamber building and scope of work for site design.
7. Researched options for property surplus to simplify the process through on-line public surplus auction sites.
8. Worked with Inyo County GIS department to clean up and consolidate City GIS corporate database files and push those updates out for use by City employees.



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Community Services Report

January 2023

Programs

1. After School Stay and Play program is operating at the Elm Street School, Monday through Friday. As we move into spring, we will be attending BUHS sports games and creating spring holiday crafts.
2. Adult fitness classes with Ashley McLaughlin at the City Auditorium will start the first week in January. Classes will be held on Thursday nights at 6pm.
3. The Bishop Park Pool is closed for the season. Began review of seasonal staff for opening in April. Hired a new Aquatics Coordinator, and training has begun.
4. Kids Night Out will have a break in January and start back up in February. We will host the Valentine's day themed event at the City Hall Auditorium on February 9th.
5. Gymnastics Fall sessions will end in December and Winter sessions will begin on January 8th.
6. Developed first draft After School Program Operation Manual. Operations Manuals for Gymnastics and Kids Night Out are complete. Focus continues the City Park Pool manual.
7. Coed Volleyball is ready to start League play. We will be hosted at the East Gym at BUHS. League play will be on Tuesday and Thursday nights from 6pm to 9:30 pm. Hosted Managers meeting to discuss scheduling and league play February 9th at 6pm.
8. Summer camps preparations have begun and will continue through January and February. All camps have dates for registration and payments uploaded into Sportsites.
9. Added new Senior Yoga class hosted at the City Auditorium on Mondays and Wednesdays at 10am.

Parks and Facilities

1. Baseball/Softball field preparations have begun. Includes: tilling, leveling, and edging of all four sports fields.
2. Seasonal routine maintenance of all mowing and landscape equipment.
3. Clean up of the south side of the Community Garden including the removal of weeds and debris on property lines adjacent to City Park.
4. Daily maintenance of the City Park Pool. Winterization is complete.
5. Daily routine of trash and cleaning of restrooms.
6. Cleaned debris from the creek, pond, and fountain.
7. Use of blower on Main Street Mondays and Fridays.
8. Cleanup of leaves and debris at Sunrise Mobile Home Park, City Park, and City parking lots.
9. Seasonal adjustments made to all City irrigation and City Park. Winterization of Irrigation in lawn areas.
10. Staff reductions at the City Parks maintenance as seasons change.
11. Removed and relocated all Soccer goals for the winter season.
12. Work has begun on the pump house at the Park pool. Items to address are routine pump maintenance, filtration, heating units, and leaks in the pump inlet.
13. Field 1, 2 and 4 use: Bishop Union High School Softball and Baseball
14. Field 1 and Field 6 use: Mammoth Soccer, weather dependent.
15. Field 6: Spring AYSO soccer.
16. Fall trimming in the City Park has begun.
17. Worked with Bike Park Group on moving old materials for the Bike Park Area, to facilitate track construction. Phase one pump track in complete and work has begun on the skills area.

18. Contacted potential vendors for carpet replacement in the Court Rooms as there are multiple tripping hazards. Created schedule with Inyo Courts to facilitate the carpet replacement.
19. Completed restoration of restrooms located at Field 2. Due to vandalism in January.
20. Sports Field preparations for Bishop Little League in anticipation of use in March.

Sunrise

1. Daily routine of trash, debris, and inspections.
2. Collected rents and payments for utilities.
3. Weekly routine maintenance of all lawns, landscapes, and common areas.
4. Began planning process of street and sidewalk replacement. Consultant has begun general design. Design is complete. We are seeking funding to complete this project.
5. Winterization of water connections for all units.

Budget/Administrative

1. Held weekly staff meetings Tuesdays and Wednesdays.
2. Attended by-weekly City Council meetings.
3. Attended weekly Department Head Meetings.
4. Participated in Mid-Year Budget review and reallocations with budget team. Hosted by Finance Director.
5. Participated in City of Bishop Strategic Plan meeting of update to the City Council.
6. Facilitated meetings and introduction of Swim Team to Aquatics Coordinator, discussions for dates of operation and payment for use of City Park Pool.
7. Organized all Youth Sports Organizations on the use of Sportsites for schedules and games.
8. Communication with Bishop Area Bike Organization for the installation and maintenance of the Bike Park. Phase one Pump Track is complete, and the group has begun work on the Skills Track.

9. Hired new a new Aquatics Coordinator. Began onboarding process and training. Selected dates for interviews. Selected dates for Lifeguard training for both new and returning staff.
10. Conducted interviews with potential new staff members for Gymnastics and Summer Camps.
11. Began solicitation for summer staff. Once applications are received, we will begin interviews for Lifeguards, Activity Leaders, and Park Helpers.
12. California Urban Greening Grant has been awarded to the City of Bishop, coordination with the Friends of the Eastern Sierra Community Gardens. Attended meeting with CNRA and City staff on the administration of the grant. Currently developing Bid documents for selection of General Contractor.
13. Received the approval from City Council for the Front Playground Replacement Project. Currently working with PlayCore/GameTime for shipment of the structure and necessary permits.
14. Developed Services Agreement for Challenger Sports, Sportsites software, and Real Estate Services. Sportsites software agreement is under review.
15. Attended 8th Grade College and Career Day hosted at Cerro Coso Community College on February 9th.

Highlights:

- Summer staffing for Spring and Summer.
- Community Garden and Urban Greening Grant Bid Process.
- Front Playground installation.



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Planning Department Report

January 2024

1. Silver Peaks 72-unit affordable permanent housing development:

- Worked with the developer, Visionary Home Builders of California, and Mammoth Lakes Housing on the materials for Affordable Housing and Sustainable Communities Program (AHSC) application.

2. Downtown Bishop Parkways Project (Whitney Alley):

- Worked with CNRA on project scope amendments, and approved extension of the Project Performance Period to March 1, 2028 (previously March 1, 2025)

3. Environmental Reports:

- Worked with the Consultants on East Line Street Bridge Replacement Project Public Review Draft Initial Study/Mitigated Negative Declaration

4. Parking and Land Use Study:

- Data was collected for parking counts in the Specific Plan area on January 18-20.

5. Use Permit:

- The Planning Commission approved a conditional use permit for the proposed 80-room hotel on the vacant land at 1950 N Main Street.

6. SB9 subdivision (urban lot split):

- Worked with the applicant, building department, and city attorney on the requirements for the proposed SB9 application.
- Prepared the application template.



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7. Worked on the PLHA contract with Eastern Sierra Community Housing (former MLH):
 - Submitted Guidelines with HCD.
8. Kicked off the application for Proposing Designation (through HCD) for the City in collaboration with California Coalition for Rural Housing:
 - Completed first round of self-scoring
9. Provided City input on the Active Transportation Plan revision being prepared by LSC Transportation Consultants.
 - Will be having site visits with Caltrans for priority active transportation projects in February.
10. Worked with City Staff on updating Strategic Plan.
11. Worked on the rezoning application to increase residential density for the property within the Specific Plan Area to be included in the Mixed-Use Overlay Zone.
12. Worked with an applicant on SB-9 subdivision.
13. Prepared RFQ for on-call environmental services.
14. Finalized review for 144 S Main Street Mixed.

Grant Administration:

1. Managed the Prop 68 Green Infrastructure Grant, which included reporting, discussions on scope modifications, and financial reports.
2. Administered CNRA Urban Greening Grant



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City Administrators Report

January 2024

1. Extended the recruitment process for the newly created position of Deputy Fire Chief to hopefully gain a broader pool of candidates. The recruitment process will close on February 5, 2024 with interviews to follow shortly thereafter. At this time we have 17 qualified applications.
2. Continued the effort to develop a strategic plan for City owned properties and a city-wide parking study with Wood Rogers.
3. Continue to work with LADWP and the Bishop Chamber on acquiring a new site for the Bishop Chamber of Commerce. The Chamber has acquired the services of Eastern Sierra Engineering for architecture and civil improvements.
4. Facilitated a joint meeting between City Council and the BRFPD. Joint meetings will be held again in March and May to develop a fire budget.
5. Continued the process of working with a developer to develop a parcel of land within the city limits for multi-family housing.
6. Met with Chief Russell and representatives of Sierra Lifeflight to navigate how to manage EMS in the Bishop area.
7. Continue to routinely meet with Adam Perez to discuss LADWP land that can be made available for housing. We also discussed how to utilize vacant lots on Main Street.
8. Continue to meet with Assistant City Attorney Russel Hildebrand and a development group out of Pasadena to develop a plan to move properties acquired from LADWP forward as soon as possible when sale is completed.
9. Met with various Board members of the Bishop Rural Fire Protection District to strategize on ways to make our new Fire Chief successful.
10. Continued meeting with each department within the city to discuss strategies to manage their department more efficiently and effectively.

11. Continued to work closely with the Personnel Department, Risk Management and California Joint Powers Authority to manage claims within the city.
12. Started conversations with the Bishop Volunteer Firefighters association to better understand roles and responsibilities between the City and the association.
13. Met individually with City Council members on a weekly basis.
14. Facilitated weekly Department Heads meetings.
15. Participated in the Bishop Chamber of Commerce Board meetings.
16. Worked closely with Personnel to navigate several personnel issues.



CEO Report 02/12/24

Western Fairs Convention

- Received (16) Achievement Awards
 - 1st Place – Emergency Services
 - 1st Place – Interim Events
 - 1st Place – Marketing Campaign – Small Fair
 - 1st Place - Single TV Ad - Small Fair
 - 1st Place - Single Social Media Ad - Small Fair
 - 1st Place - Social Media Ad Series- Small Fair
 - 1st Place - Year-Round Logo - Small Fair
 - 1st Place - Food & Beverage - Small Fair
 - 1st Place - Animals (with or without people) Small Fair
 - 1st Place - Carnival - Small Fair
 - 1st Place - Exhibits (Competitive & Educational) - Small Fair
 - 1st Place - Entertainment & Grounds Acts – Small Fair
 - 1st Place - People at the Fair- Small Fair
 - 1st Place - Commercial Vendor Booth – Small Fair
 - 2nd Place - Email Campaign - Small Fair
 - 2nd Place - Food Concession Stand – Small Fair

2024 Fair Planning

- New website and new look
- Theme
 - Celebrating 139 years
 - Announced next month (1885 will be used in theme)
 - Local artist, Ernest Kinney artwork for our poster
- New Entertainment
 - *9/11 NEVER FORGET Mobile Exhibit*
 - Tunnel to Towers Foundation
 - Police escort as it enters town
- Drone Show
- Exhibit Guides Available Next Week

LA DWP Lease Update

- Update on Lot B (Kelly Field)

18th District Agricultural Association – Eastern Sierra Tri-County Fairgrounds
475 Sierra Street, Bishop, CA 93514
(760) 873-3588

CHSRA State Finals Update

- Dates June 8-15, 2024
- Event has grown and we must grow with it
- Partner with the Bishop Chamber on sponsorship campaign
- Event costs both organizations \$181,199
- Campaign will launch next week
- Just need to cover our costs
 - Same for Mule Days, Junior Livestock, etc.

Staff Update

- Added Matt Yount and Dennis Cleland to maintenance (total 3 in this department)
- Our team is stronger than ever and I am very proud of our admin and maintenance team

Board of Directors Update

- Had no quorum for several months
- Appointed Sarah Fogarty from Lone Pine to fill a south county vacancy
- (4) vacant seats
- Need Mono County applicants
- Email or call if interested in applying for the Board

Facility Grant Updates

- Electric upgrades throughout the grounds
 - Electrician from Ventura County Fair
- Power Safety Shutdown Project (PSPS through California Construction Authority)
 - Project complete
 - Install 1600A automatic transfer switch and docking station
 - Power the Admin Building, Charles Brown, Heritage Arts and Pump House
 - Need generator and cables to operate
- Community Resiliency Grant
 - In review stage
 - Applied for \$5M
- Charles Brown HVAC System (SB5 project through DGS)
 - June start date

Upcoming Events

- Series of Hispanic dances sponsored by Chris Flores Music
- April 27, 2024 Summer Concert Series Kick Off
- May 4, 2024 Chili, Cars, Cervezas PLUS Monster Trucks

18th District Agricultural Association – Eastern Sierra Tri-County Fairgrounds
475 Sierra Street, Bishop, CA 93514
(760) 873-3588



Agenda Item: 8.A
Date of Meeting: February 12, 2024
Department: Public Works

STAFF REPORT

To: City Council
From: Nora Gmino
Subject: **Certificate of Acceptance for Seibu to School Path Right of Way Purchase**
Prepared On: January 26, 2024
Attachments: Certificate of Acceptance
Agreement for Purchase and Escrow Instructions
Deed - Seibu to School

Background/History:

During the October 28, 2019 City Council meeting, the Agreement for the Purchase and Sale of Real Property and Escrow Instruction for the Seibu to School Path project was approved. The project has been completed, the agreement has been fully executed, and the Grant Deed has been finalized. The only remaining tasks to complete are to provide LADWP a Certificate of Acceptance and payment so the deed can be recorded.

Analysis/Discussion:

The City must provide a Certificate of Acceptance before recording the deed with the County Recorder.

Economic Impacts:

None.

Budget Impacts:

The payment for the real property per the purchase agreement is included in the mid-year budget and funds have been received from the Local Transportation Commission for a portion of the cost.

Legal Review:

City Attorney Pucci has reviewed this item and finds that the recommended action complies with the law.

Recommended Action:

Council to approve City Administrator to sign the Certificate of Acceptance for real property conveyed by Grant Deed as written.

Approved By: Deston Dishion 1/29/2024

Approved By: Ryan Jones / February 1, 2024

Approved By:

Approved By:



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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated December 6, 2023 from the City of Los Angeles, to the City of Bishop, a Municipal Corporation and Government Agency is hereon accepted by order of the Bishop City Council on February 12, 2024 and pursuant to authority conferred by approval of the Agreement of Purchase and Sale of Real Property and Escrow Instructions entered into and accepted on October 3, 2022.

Grantee consents to the recommendation of such Grant Deed by its duly authorized officer.

Dated: February 12, 2024

Deston Dishion
City Administrator

**AGREEMENT FOR PURCHASE AND
SALE OF REAL PROPERTY AND
ESCROW INSTRUCTIONS**

ARTICLE 1

1. Parties

- 1.1. This Agreement for Purchase and Sale of Real Property and Escrow Instructions (the "Agreement") is entered into by and between CITY OF BISHOP, as Buyer, and the CITY OF LOS ANGELES, acting by and through its DEPARTMENT OF WATER AND POWER, as Seller.

ARTICLE 2

2. Recitals

- 2.1. Seller is the owner of that certain real property located at the west terminus of Keough Street, County of Inyo, State of California, identified as a portion of Assessor's Parcel Number 011-390-07, consisting of approximately 0.44 acres of land as identified in Record of Survey No. 18-009, and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property").
- 2.2. The Property is an unimproved parcel of land under lease to Mr. James J Tatum, et al. for use as a ranch lease pursuant to Ranch Lease No. RLI-462, and the lessee has voluntarily surrendered and terminated that portion of Ranch Lease RLI-462, and further, a portion of said Property is under license to Southern California Edison (SCE) for use as a powerline right-of-way pursuant to License Agreement No. LA-677, and Buyer and SCE have agreed to merge the portion of said powerline right-of-way located on the Property into the existing franchise agreement between Buyer and SCE.
- 2.3. The Property is being sold without water or water rights and Seller will reserve and retain all water, oil, gas, petroleum, and mineral rights to the Property.
- 2.4. Seller appraised the Property and determined market value to be Forty-Five Thousand Dollars (\$45,000.00).
- 2.5. Seller and Buyer entered into a Right to Enter and Construct agreement dated March 11, 2019, providing Buyer access to the Property to commence construction activities prior to consideration of this Transaction by the Board of Water and Power Commissioners of the Department of Water and Power of the City of Los Angeles and the Los Angeles City Council.
- 2.6. Stantec Consulting Services, Inc. conducted a Limited Phase I Environmental Site Assessment (the "ESA" Report) on July 2, 2019. The parties agree that the findings stated in the ESA Reports will serve as the baseline for the environmental condition of the Property at the time of sale.

2.7. In consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this Agreement, Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon and subject to the terms and conditions herein.

ARTICLE 3

3. **Purchase Price**

3.1. The purchase price ("Purchase Price") for the Property is Forty-Five Thousand Dollars (\$45,000.00).

ARTICLE 4

4. **Definitions**

4.1. Agreement is defined in Section 1.1.

4.2. Agricultural Chemicals means herbicides, pesticides, and fertilizers used in the regular course of farming or ranching operations in the State of California.

4.3. Business Day means a day other than a Saturday, Sunday, or California State holiday.

4.4. Buyer is defined in Section 1.1.

4.5. Buyer's Construction Obligations are defined in Article 11.

4.6. City is defined as the City of Los Angeles, a municipal corporation.

4.7. Claims means any and all liens, claims of lien, suits, actions, causes of action, claims, charges, costs, fees (including, without limitation, attorneys' fees and consultants' fees), assessments, liabilities, damages, demands, judgments, fines, penalties, or losses of any kind or nature whatsoever, whether known or unknown, fixed or contingent.

4.8. Closing is defined as a meeting of the parties to a real estate transaction held to execute and/or deliver mortgage, title, and escrow documents, the Purchase Price, and other funds, including without limitation, the documents and funds as described in Article 8.

4.9. Closing Conditions are defined in Article 7.

4.10. Closing Date is defined in Section 8.2.

4.11. Due Diligence is defined in Section 5.4.

- 4.12. Effective Date is defined as the date the Agreement is fully executed by both parties.
- 4.13. Environmental Laws mean any and all existing or hereinafter adopted or amended federal, state, or local statutes, common law, ordinances, regulations, rules, orders, decrees, or governmental policies regulating, relating to, or imposing liability (including, but not limited to, response, removal, and remediation costs) or standards of conduct or performance concerning the natural environment, pollution control, Hazardous Substances, or toxic, dangerous, restricted, or designated substances, wastes, or materials. Environmental Laws include, without limitation, the following federal and state laws, amendments thereto, and all regulations, rules, orders, decrees, and governmental policies promulgated thereunder: (i) the Comprehensive Environmental Response, Compensation, and Liability Act (commonly referred to as CERCLA or Superfund), 42 U.S.C. § 9601, et seq.; (ii) the Resource Conservation and Recovery Act (commonly referred to as RCRA), 42 U.S.C. § 6901, et seq.; (iii) the Federal Water Pollution Control Act (commonly referred to as the Clean Water Act), 33 U.S.C. § 1251, et seq.; (iv) the Clean Air Act, 42 U.S.C. § 7401, et seq.; (v) the Hazardous Materials Transportation Act (commonly referred to as HMTA), 49 U.S.C. § 5101, et seq.; (vi) the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq. (commonly referred to as TSCA); (vii) the Federal Insecticide, Fungicide, and Rodenticide Act (commonly referred to as FIFRA), 7 U.S.C. § 136, et seq.; (viii) the Emergency Planning and Community Right-to-Know Act (commonly referred to as EPCRA), 42 U.S.C. § 11001, et seq.; (ix) the Atomic Energy Act and Low-Level Radioactive Waste Policy Amendments Act, 42 U.S.C. § 2011, et seq.; (x) the Nuclear Waste Policy Act, 42 U.S.C. § 10101, et seq. (commonly referred to as NWPA); (xi) the Porter-Cologne Water Quality Control Act, California Water Code § 13000, et seq.; (xii) the Carpenter-Presley-Tanner Hazardous Substance Account Act (commonly referred to as HSAA), California Health and Safety Code § 25300, et seq.; (xiii) the Safe Drinking Water and Toxic Enforcement Act (commonly referred to as Proposition 65), California Health and Safety Code § 25249.5, et seq.; (xiv) the California Hazardous Waste Control Law, California Health and Safety Code § 25100, et seq.; (xv) California's hazardous materials release response plan and inventory laws set forth in California Health and Safety Code § 25500, et seq.; and (xvi) California's underground storage of hazardous substances laws set forth in California Health and Safety Code § 25280, et seq.
- 4.14. EPA means the United States Environmental Protection Agency.
- 4.15. Escrow Holder is Inyo-Mono Title Company.
- 4.16. Exceptions are defined as any lien, encumbrance, condition, covenant, restriction, reservation, or limitation on the title or the Property.

4.17. **Governmental Entity** means any entity or body exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to federal, state, local, or municipal government, including any department, commission, board, agency, bureau, subdivision, instrumentality, official, or other regulatory, administrative or judicial authority thereof, including any authority or other quasi-governmental entity established by a Governmental Entity to perform any of such functions.

4.18. **Hazardous Substance** means (i) any substance, product, waste, or other material of any nature that is or becomes listed, regulated, or addressed under any Environmental Law; (ii) any substance, product, waste, or other material of any nature that may give rise to liability under any Environmental Law or under any other statutory or common-law tort theory; (iii) any substance, product, waste, or other material that is explosive, corrosive, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous to human health or the environment and is regulated by a Governmental Entity as a hazardous material; (iv) petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas useable for fuel, and any mixture thereof; (v) asbestos; (vi) polychlorinated biphenyls; (vii) urea formaldehyde foam insulation; (viii) fossil fuel combustion wastes, including fly ash waste, bottom ash waste, slag waste, and flue gas emission control waste; (ix) solid wastes resulting from the extraction and processing of ore; (x) cement kiln dust wastes; (xi) lead, arsenic, mercury, chromium, and other metals; (xii) volatile organic compounds and semi-volatile organic compounds; (xiii) polycyclic/polynuclear aromatic hydrocarbons; (xiv) perchlorate; (xv) radon gas; and (xvi) Agricultural Chemicals. Hazardous Substances also includes without limitation:

- (i) Those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or "pollutant or contaminant in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;
- (ii) Those substances listed in the United States Department of Transportation Table [49 CFR 172.101], or by the EPA, or any successor agency, as hazardous substances [40 CFR Part 302];
- (iii) Other substances, materials, and wastes that are regulated or classified as hazardous or toxic under federal, state, or local laws; and
- (iv) Any material, waste, or substance that is:
 - (1) a petroleum or refined petroleum product,
 - (2) asbestos,
 - (3) polychlorinated biphenyl,
 - (4) designated as a hazardous substance pursuant to 33 USCS §1321 or listed pursuant to 33 USCS §1317,
 - (5) a flammable explosive, or
 - (6) a radioactive material.

- 4.19. **Indemnitees** means Seller, the Board of Water and Power Commissioners of the Department of Water and Power of the City of Los Angeles, the City, and all of their respective officers, agents, employees, insurers, successors, and assigns.
- 4.20. **Permitted Exceptions** is defined in Section 5.3.2.
- 4.21. **Property** is defined in Section 2.1.
- 4.22. **Purchase Price** is defined in Section 3.1.
- 4.23. **Release of Hazardous Substances** means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into groundwater, surface water, soil, soil vapor, or air, or otherwise into the environment, as well as continuing migration through groundwater, surface water, soil, soil vapor, or air, or otherwise through the environment.
- 4.24. **Seller** is defined in Section 1.1.
- 4.25. **Tax** means any and all taxes imposed by a Governmental Entity, including charges for federal, state, local or foreign net or gross income, gross receipts, net proceeds, sales, use, ad valorem, franchise, withholding, payroll, employment, excise, property, deed, stamp, alternative or add-on minimum, environmental, profits, windfall profits, transaction, license, service, occupation, severance, transfer, unemployment, social security, workers' compensation, capital, premium and other Taxes, assessments, customs, duties, fees, levies or other governmental charges of any nature whatever, whether disputed or not, together with any interest, penalties, additions to Tax or additional amounts with respect thereto.
- 4.26. **Title Company** is Inyo-Mono Title Company.
- 4.27. **Title Objection** is defined in Section 5.3.3.
- 4.28. **Transaction** is defined as the purchase and sale of the Property as contemplated by this Agreement.

ARTICLE 5

5. **Buyer's Contingencies**

- 5.1. **Preliminary Title Report.** Within ten (10) Business Days after the opening of escrow, Seller shall cause the Escrow Holder to issue to Buyer (with a copy to Seller) a preliminary title report, together with a legible copy of all Exceptions shown in the preliminary title report, including each document referred to in the preliminary title report.

- 5.2. Environmental Assessment Report. Buyer acknowledges receipt of the ESA Report(s). The parties agree that the findings stated in the ESA Report(s) will serve as the baseline for the environmental condition of the Property as of the Closing Date.
- 5.3. Approval of Title. Buyer's obligation to purchase the Property is expressly conditioned on Buyer's approval of the condition of title of the Property in accordance with the following procedure:
 - 5.3.1. Buyer's Approval of Preliminary Title Report. Buyer will have twenty-one (21) days after receipt to review the preliminary title report and to deliver written notice of any objection to the Exceptions and other matters disclosed therein ("Title Objection") to Seller. If Buyer fails to give such notice on or before twenty-one (21) days after receipt, Buyer will be deemed to have accepted the Exceptions and other matters disclosed in the preliminary title report.
 - 5.3.2. Permitted Exceptions. The following Exceptions are deemed approved by Buyer, including but not limited to: (i) any lien for local real estate Taxes and assessments not yet due or payable, including (without limitation) special Taxes under Gov. Code §§53311-53368.3 or installment assessments under Streets & Highways Code §§8500-8887; (ii) the standard preprinted exceptions and exclusions of the Title Company; (iii) any matters approved or deemed approved by Buyer pursuant to this Section 5.3.2 and (iv) any matters which would be disclosed by an accurate survey or physical inspection of the Property (collectively, "Permitted Exceptions").
 - 5.3.3. Title Objections. With respect to any Title Objection, Seller will have thirty (30) days after receipt of Buyer's Title Objection to give notice to Buyer in writing, stating either (i) the manner in which Seller will remove or cure such Title Objection or (ii) that Seller will not remove or cure such Title Objection. If Seller fails to deliver such notice within the time specified in this Section 5.3.3, Seller shall be deemed to have elected not to remove or cure such Title Objection.
 - 5.3.4. Seller Elects Not to Cure. If Seller elects not to cure or remove a Title Objection (or is deemed to have so elected), or Seller's cure is not acceptable to Buyer, then Buyer will have ten (10) days thereafter to provide Seller with written notice that Buyer (i) accepts the matters disclosed in the preliminary title report and will proceed with the purchase of the Property, waive such Title Objection, and accept the Exception shown in the preliminary title report as a Permitted Exception or (ii) is terminating this Agreement. If Buyer fails to give either notice, Buyer will be deemed to have accepted the Exceptions and other matters disclosed in the preliminary title report and elected to proceed with this Transaction.

5.3.5. **Additional Encumbrances.** If any encumbrance or other Exception to title arises or is discovered after the delivery of the preliminary title report, the party discovering such additional encumbrance must promptly give written notice to the other. No later than five (5) days after delivery of the notice of such additional encumbrance, Buyer will deliver written notice to Seller specifying whether the additional encumbrance is a Title Objection or a Permitted Exception. If Buyer objects to the additional encumbrance, the parties will proceed in the same manner as set forth above for Title Objections in Sections 5.3.3 and 5.3.4.

5.4. **Due Diligence.** Buyer's obligation to purchase the Property and otherwise to perform under this Agreement is expressly conditioned on its approval, in its sole discretion, of the condition of the Property and all other matters concerning the Property, including without limitation economic, financial, and accounting matters relating to or affecting the Property or its value, and the physical and environmental condition of the Property. Buyer will have ninety (90) days after the full execution and delivery of this Agreement to Buyer ("Due Diligence Period") to conduct such investigations as Buyer may choose ("Due Diligence") to determine whether this contingency is met. On or before expiration of the Due Diligence Period, Buyer will deliver written notice to Seller either (i) accepting the Property, which acceptance shall only be conditioned upon satisfaction of Buyer's Closing Conditions, or (ii) terminating this Agreement. If Buyer fails to give either notice, Buyer will be deemed to have accepted the Property and elected to proceed with the purchase of the Property.

5.4.1. **Access to Property.** As part of its Due Diligence, Buyer may investigate economic, financial, and accounting matters relating to or affecting the Property or its value, and conduct inspections, tests and studies with respect to the physical and environmental condition of the Property and Seller recommends that Buyer do so. Buyer and Buyer's representatives will be given reasonable access to the Property during regular business hours for the purpose of performing such Due Diligence. Buyer will undertake the Due Diligence at its sole cost and expense. Buyer will indemnify and hold the Indemnitees harmless, and at the option of the City, defend the Indemnitees with counsel satisfactory to the City, from any and all Claims arising from the acts or activities of Buyer or Buyer's representatives in, on, or about the Property during or arising in connection with Buyer's inspections of the Property. This indemnity shall survive the expiration or termination of this Agreement and the delivery of the deed and the Closing.

- 5.5. **Assumption of Risk.** Subject to the other provisions of this Agreement, Buyer agrees that it assumes the risk that an adverse condition of the Property may not have been revealed by its own Due Diligence. Buyer agrees that Seller will have no obligation to repair, correct, or compensate Buyer for any condition of the Property, including contamination, the presence of Hazardous Substances or Release of Hazardous Substances, noncompliance with applicable laws including, without limitation, zoning laws, building codes, and the Americans with Disabilities Act, whether or not such condition of the Property would have been disclosed by Buyer's Due Diligence.
- 5.6. **Termination for Failure of a Contingency.** Any cancellation fee, cost, or other costs of the Escrow Holder or the Title Company resulting from the termination for failure of a contingency will be paid by the Buyer.
- 5.7. **Survival.** The provisions of this Article 5 shall survive the expiration or termination of this Agreement and the delivery of the deed and the Closing.

ARTICLE 6

6. Buyer's Representations and Warranties

- 6.1. **Effect of Representations and Warranties.** Each representation and warranty in this Article 6: (i) is material and being relied on by the party to which the representation and warranty is made; (ii) is true in all respects as of the Effective Date; (iii) must be true in all respects on the Closing Date; and (iv) will survive the delivery of the deed and the Closing, except as otherwise provided in this Agreement.
- 6.2. **Buyer's Representations and Warranties.** Buyer warrants and represents, and specifically indemnifies the Indemnitees, as follows:
 - 6.2.1. **Indemnity.** Buyer, on behalf of itself and its successors and assigns, hereby undertakes and agrees to indemnify and hold the Indemnitees harmless, and at the option of the City, defend the Indemnitees with counsel satisfactory to the City, from and against any and all Claims that the Indemnitees may pay, sustain, suffer, or incur by reason of or in connection with Buyer's tenancy, ownership, use, and/or occupancy of the Property, and/or performance of any obligation under the this Agreement including, without limitation, under Article 11. Buyer shall not settle any claim without the prior written approval of Seller. Seller shall not unreasonably withhold such approval. This indemnity shall survive the expiration or termination of this Agreement and the delivery of the deed and the Closing.
 - 6.2.2. **Environmental Indemnity.** Buyer, on behalf of itself and its successors and assigns, further undertakes and agrees to indemnify and hold the Indemnitees harmless, and at the option of the City, defend the Indemnitees with counsel satisfactory to the City, from and against any and all Claims that are incurred by or asserted against the

Indemnitees as a result of or in connection (i) Buyer's failure to comply with any Environmental Law; (ii) the Release of Hazardous Substances on, under, or from the Property; or (iii) the presence of Hazardous Substances on or under any other properties, lands, or waters as a result of the Release of Hazardous Substances or other acts, errors, or omissions by Buyer or Buyer's officers, employees, agents, contractors, customers, guests, invitees, or lessees. Buyer's environmental indemnification obligations shall exist regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of the Indemnitees. Further, Buyer's environmental indemnification obligations shall apply and be effective for all accidents, occurrences, and events that give rise to Claims, even if the Claims are asserted against the Indemnitees after Closing. The Indemnitees' right to indemnification under this Section 6.2.2 shall be in addition to any other rights or remedies that the Indemnitees have under law or under other provisions of this Agreement. This indemnity shall survive the expiration or termination of this Agreement and the delivery of the deed and the Closing.

Seller's Initials: 

Buyer's Initials: 

6.3. **As-Is Purchase.** As a material inducement to Seller's extension and delivery of this Agreement, Buyer does hereby acknowledge, represent, warrant and agree to and with Seller that: (i) Buyer is thoroughly familiar with the Property, including with the environmental condition of the Property; (ii) Buyer is expressly purchasing the Property in its existing condition "as is, where is, and with faults" and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of Seller with respect to all facts, circumstances, conditions and defects; (iii) Seller has specifically bargained for the assumption by Buyer of all responsibility for past, present and future actual and potential liability with the Property of any kind, source and or nature and for Buyer's assumption of all responsibility to inspect and investigate the Property and of all risk of; (iv) Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers, and Buyer is and will be fully satisfied that the Purchase Price is fair and reasonable consideration for the Property and any or all known and unknown actual or potential liabilities associated with it; (v) Seller is not making and has not made any warranty or representation with respect to any materials or other data provided by Seller to Buyer (whether prepared by or for Seller or others) or the education, skills, competence or diligence of the preparers thereof or the physical condition or any other aspect of all or any part of the Property as an inducement to Buyer to enter into this Agreement and thereafter to purchase the Property or for any other purpose; and (vi) by

reason of all the foregoing, Buyer assumes the full risk of any liability, loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Property. Seller hereby disclaims all warranties of any kind or nature whatsoever (including warranties of condition, merchantability, habitability and fitness for particular purposes) whether expressed or implied, including, but not limited to warranties with respect to the Property, Tax liabilities, zoning, land value, subdivision or land use, availability of access or utilities, ingress or egress, governmental approvals, or the soil conditions of the Property. Buyer further acknowledges that Buyer is buying the Property "as is" and in its present condition and that except as otherwise expressly provided in this Agreement, Buyer is not relying upon any representation of any kind or nature made by Seller, or any of its employees or agents with respect to the Property, and that, in fact, no such representations were made except as expressly set forth in this Agreement. Further and without in any way limiting any other provision of this Agreement, Seller makes no warranty with respect to the presence of Hazardous Substances on or under the Property (or any parcel in proximity thereto), or the Release of Hazardous Substances on, under, or from the Property. By acceptance of this Agreement and the deed, Buyer acknowledges that Buyer's opportunity for inspection and investigation of the Property has been adequate to enable Buyer to make Buyer's own determination with respect to the presence of Hazardous Substances on or under the Property (or any parcel in proximity thereto), and as to any Release of Hazardous Substances on, under, or from the Property. Furthermore, the Closing hereunder shall be deemed to constitute an express waiver of Buyer's and its successors' and assigns' rights to sue Seller and of Buyer's right to cause Seller to be joined in an action brought under any Environmental Law. Buyer and Seller intend for Section 6.2.2 and this Section 6.3 to be construed as an agreement made in accordance with 42 U.S.C. § 9607(e) and California Health and Safety Code § 25364.

6.4. **General Release.** Without in any way limiting the generality of the preceding paragraphs, Buyer, on behalf of itself, its successors and assigns, specifically acknowledges and agrees that it forever waives, releases and discharges any claim it has, might have had or may have against Seller, with respect to the Property or the condition of the Property, any and all known and unknown, either patent or latent, actual and/or potential liabilities associated with the Property and the compliance with any Environmental Law, or occupational protection, subdivision or land use laws or requirements or liability for violations thereof, or any other state of facts which exist with respect to the Property. Buyer waives the benefit of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Seller and Buyer have each initialed this Section 6.4 to further indicate their awareness and acceptance of each and every provision of this Agreement.

Seller's Initials: _____

Buyer's Initials: 

6.5. Buyer specifically acknowledges that Buyer has carefully reviewed the foregoing provisions and discussed its import with legal counsel, is fully aware of its consequences, and that the provisions of this paragraph are a material part of this Agreement. Further, Buyer and Seller specifically acknowledge and agree that each and every provision of Article 6 shall survive the expiration or termination of this Agreement and the delivery of the deed and the Closing.

ARTICLE 7

7. **Closing Conditions**

7.1. **Buyer's Closing Conditions**. All obligations of Buyer under this Agreement are subject to the fulfillment, before or at the Closing, of each of the following conditions ("Buyer's Closing Conditions"). Buyer's closing conditions are solely for Buyer's benefit and any or all of Buyer's closing conditions may be waived in writing by Buyer in whole or in part without prior notice.

7.1.1. **Title**. It is a Buyer's closing condition that, on the Closing Date, Seller convey to Buyer fee simple title to the Property by execution and delivery of the deed, and that Buyer is able to obtain a title insurance policy at closing in a form acceptable to Buyer.

7.2. **Seller's Closing Conditions**. Seller's obligation to sell the Property is expressly conditioned on the fulfillment of each condition precedent at or before the Closing. Seller's closing conditions are solely for Seller's benefit and any of Seller's closing conditions may be waived in writing by Seller in whole or in part without prior notice.

7.2.1. **City Approval**. Seller's ability to sell the Property is subject to the approval of this Agreement by the Board of Water and Power Commissioners of the Department of Water and Power of the City of Los Angeles and possible subsequent action and review by the Los Angeles City Council pursuant to Charter. Pursuant to *FSPP v. City of Los Angeles* (1998) 65 Cal. App. 4th 650, 661, and the laws of the State of California, Buyer realizes and acknowledges that it cannot rely upon the representations of anyone acting on behalf of, or claiming to act on behalf of Seller or as Seller's agent relating to the probability of the Agreement being approved and that this Transaction may or may not be consummated.

7.2.2. **Record of Survey**. Buyer, at its sole cost and expense, will monument the Property and will file the Record of Survey, as needed.

- 7.2.3. **Purchase Price.** Buyer must have delivered the Purchase Price to Escrow Holder.
- 7.2.4. **Buyer's Representations, Warranties, and Covenants.** The representations and warranties of Buyer in this Agreement must be true in all material respects on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of the Closing Date. Buyer must have performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it before or on the Closing Date.

7.3. **Termination for Failure of a Closing Condition.** This Transaction is structured as a completely voluntary transaction. This Agreement may be terminated by the party in whose favor the Closing Condition runs by written notice to the other. If this Agreement is so terminated, the parties will have no further obligation or liability under this Agreement or right to specific performance, declaratory relief or money damages. Any cancellation fee or other costs of the Escrow Holder or the Title Company resulting from this termination for failure of a closing condition will be borne by Buyer, unless satisfaction of the condition(s) is within the control of Seller, in which case such cancellation fee and other costs will be equally borne by Buyer and Seller.

ARTICLE 8

8. **Closing**

- 8.1. **Escrow.** Escrow will be opened with the Escrow Holder within five (5) Business Days after the full execution and delivery of this Agreement. Buyer and Seller will promptly execute such additional escrow instructions, on the Escrow Holder's request, as are reasonably required to consummate the Transaction contemplated by this Agreement and are not inconsistent with this Agreement.
- 8.2. **Closing Date.** Seller and Buyer agree the Closing Date will be a date mutually agreeable to Buyer and Seller, but no later than one hundred twenty (120) days after the opening of escrow unless otherwise agreed to in writing by the parties. The Closing will be at the offices of Escrow Holder or such other place as the parties may agree.
- 8.3. **Seller's Deposit of Documents.** Seller must deposit into escrow the following documents duly executed by Seller:
 - 8.3.1. **Deed:** The duly executed and acknowledged grant deed conveying the Property to Buyer, substantially in the form and substance of Exhibit B, attached hereto and incorporated herein by this reference.
 - 8.3.2. **Additional Documents:** Such additional documents, including written

escrow instructions consistent with this Agreement, as may be necessary or desirable to convey the Property in accordance with this Agreement.

- 8.4. **Buyer's Deposit of Documents and Funds.** Buyer must deposit into escrow the following funds and documents duly executed by Buyer in form and substance reasonably satisfactory to Seller:
 - 8.4.1. Purchase Price: The Purchase Price in immediately available funds in accordance with Article 3 above, plus Buyer's share of closing costs and prorations.
 - 8.4.2. Additional Documents: Such documents, including written escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.
- 8.5. **Closing Costs.** Closing costs will be allocated as follows:
 - 8.5.1. Buyer will pay all of the escrow costs, including, without limitation, Escrow Holder's costs.
 - 8.5.2. Buyer will pay all of the title costs, including, without limitation, preliminary title report, Title Policy, and Title Company's costs.
 - 8.5.3. Buyer will pay all recording charges in connection with the recordation of the deed, governmental conveyance fees and Taxes due upon transfer of the Property, including Document Transfer Stamp fees.
 - 8.5.4. Taxes will be prorated at the Closing based upon the latest Tax bill and notice increases and adjustments, if any. If any real estate or special Taxes, charges or assessments have not been fully assessed or computed as of the Closing Date for the current fiscal year of the taxing authority, then the same shall be adjusted on a preliminary settlement statement prepared by Escrow Holder and submitted, together with reasonably detailed supporting documentation based upon the most recently issued bills therefor and the parties hereto agree to a re-adjustment outside of the escrow when final bills are issued.
- 8.6. **Closing.** On the Closing Date, Escrow Holder shall close escrow as follows:
 - 8.6.1. Record the deed (marked to return to Buyer) with the Inyo County Recorder (which shall be deemed delivery to Buyer);
 - 8.6.2. Issue the Title Policy to Buyer;
 - 8.6.3. Disburse to Seller the Purchase Price;
 - 8.6.4. Charge Buyer for those closing costs, fees and expenses to be paid by Buyer pursuant to this Agreement; and

- 8.6.5. Prepare and deliver to both Buyer and Seller one signed copy of Escrow Holder's closing statement showing all receipts and disbursements of the escrow.
- 8.7. **Broker's Commission; Indemnity.** Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this Transaction, through any licensed real estate broker or person who can claim a commission or finder's fee as a procuring cause of the sale contemplated in this Agreement. If any other broker or finder perfects a claim for a commission or finder's fee based on any contract, dealings, or communication with a party ("Indemnifying Party"), then the Indemnifying Party must indemnify, defend, and hold the other party ("Non-indemnifying Party") harmless from all costs and expenses (including reasonable attorney fees and costs of defense) incurred by the Non-indemnifying Party in connection with such claim. This indemnity shall survive the expiration or termination of this Agreement and the delivery of the deed and the Closing.
- 8.8. **Possession.** Seller will deliver possession of the Property to Buyer on the Closing Date.

ARTICLE 9

9. **Damage or Destruction; Condemnation**

- 9.1. **Damage or Destruction.** If the Property or any portion of it is damaged or destroyed before the Closing Date from any cause whatsoever, whether an insured risk or not, including but not limited to, fire, flood, accident or other casualty which, according to the Buyer's and Seller's best estimate, would cost more than ten percent (10%) of the Purchase Price to repair, Buyer shall have the option, upon written notice to Seller, to either (i) terminate this Agreement; or (ii) proceed with the Closing without modifying the terms of this Agreement and without reducing the Purchase Price. Buyer must exercise its option as provided in this Section 9.1 within ten (10) days after notice of such damage or destruction. If Buyer elects to terminate this Agreement pursuant to this Section 9.1, (i) any and all sums and interest accrued thereon and documents deposited in escrow shall be returned to the party who respectively deposited the same in escrow without further instruction from either party to this Agreement, and (ii) any title and escrow fees incurred shall be paid by Buyer.
- 9.2. **Condemnation.** If before the Closing Date any action or proceeding is commenced for the condemnation or exercise of the rights of eminent domain of the Property or any portion of it, or if Seller is notified by the duly authorized officer of a duly empowered condemning authority of the intent to commence such action or proceeding ("Condemnation") and if such Condemnation would materially and adversely affect the use or operation of the Property, or reduce or eliminate access to the Property, then Buyer may either (i) terminate this Agreement or (ii) proceed with the Closing without modifying the terms of this Agreement and without reducing the Purchase Price, on the condition that

Seller must assign and turn over, and Buyer will be entitled to keep, all awards for the Condemnation that accrue to Seller. Seller may not negotiate, resist, or stipulate to any Condemnation without Buyer's written consent, which shall not be unreasonably withheld or delayed. Buyer must exercise its option as provided in this Section 9.2 within ten (10) days after notice of such Condemnation. If Buyer elects to terminate this Agreement pursuant to this Section 9.2, (i) any and all sums and interest accrued thereon and documents deposited in escrow shall be returned to the party who respectively deposited the same in escrow without further instruction from either party to this Agreement, and (ii) any title and escrow fees incurred shall be paid by Buyer.

ARTICLE 10

10. Remedies for Default

10.1. **WAIVER OF RIGHT TO SPECIFIC PERFORMANCE AND DAMAGES.**
NEITHER BUYER NOR SELLER WILL HAVE THE RIGHT TO SPECIFIC PERFORMANCE OR TO RECOVER DAMAGES IF THE OTHER PARTY FAILS TO CONVEY (OR TO PURCHASE) THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT, AND IF SUCH FAILURE CONSTITUTES A DEFAULT UNDER THIS AGREEMENT, NEITHER BUYER NOR SELLER WILL HAVE THE RIGHT TO RECEIVE ANY MONEY DAMAGES. SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS SECTION 10.1 AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

Seller's Initials: _____

Buyer's Initials: 

ARTICLE 11

11. Buyer's Construction Obligations

11.1. **Buyer's Work:** Buyer, at its sole cost and expense, shall perform the following work on the Property as follows:

11.1.1. Buyer will fence the Property boundary to Seller's standards (as more particularly described in Exhibit C, attached hereto and incorporated herein by this reference).

11.1.2. Buyer will replace existing access gates at the end of Keough Street to Seller's standards (as more particularly described in Exhibit D, attached hereto and incorporated herein by this reference).

11.1.3. Buyer will relocate all of Seller's existing improvements located on the Property, including the irrigation swale, to Seller's standards.

11.1.4. All work under this Article 11 shall be coordinated with, reviewed, and approved by Seller before any of the work is started.

11.1.5. The provisions of this Article 11 shall survive the expiration or termination of this Agreement and the delivery of the deed and the Closing.

ARTICLE 12

12. General

12.1. **Notices.** Any notices relating to this Agreement must be given in writing and will be deemed sufficiently given and served for all purposes when delivered personally, by generally recognized overnight courier service, by facsimile (provided that sender retains a printed confirmation of delivery to the facsimile number provided below), or five (5) days after deposit in the United States mail certified or registered, return receipt requested, with postage prepaid, addressed as follows:

If to Buyer:

City of Bishop
P.O. Box 1236
Bishop, CA 93515-1236

With copy to:

Public Works Director
City of Bishop
377 West Line Street
Bishop, CA 93514

If to Seller:

Manager of Aqueduct
City of Los Angeles
Department of Water and Power
Attention: Real Estate
300 Mandich Street
Bishop, CA 93514-3449

With copy to:

Office of the City Attorney
City of Los Angeles
Department of Water and Power
221 North Figueroa Plaza, Suite 1000
Los Angeles, CA 90012

Either party may change its address by written notice to the other given in the manner set forth above.

- 12.2. **Entire Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the complete, exclusive, and final statement of the terms of the agreement with respect to the Property between Buyer and Seller and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement specifically supersedes any prior written or oral agreements between the parties. The language in all parts of this Agreement will be construed as a whole in accordance with its fair meaning and without regard to California Civil Code §1654 or similar statutes. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.
- 12.3. **Amendments and Waivers.** No addition to or modification of this Agreement will be effective unless it is made in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver will not be enforceable by another party unless it is made in writing and signed by the waiving party.
- 12.4. **Invalidity of Provision.** If any provision of this Agreement as applied to either party or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, this fact will in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.
- 12.5. **No Merger.** This Agreement, each provision of it, and all warranties and representations in this Agreement will survive the Closing and will not merge in any instrument conveying title to Buyer. All representations, warranties, agreements, and obligations of the parties will, despite any investigation made by any party to this Agreement, survive Closing, and the same will inure to the benefit of and be binding on the parties' respective successors and assigns.
- 12.6. **References.** Unless otherwise indicated, (i) all article and section references are to the articles and sections of this Agreement; and (ii) all references to days are to calendar days. Whenever, under the terms of this Agreement, the time for performance of a covenant or condition falls on a Saturday, Sunday, or California state holiday, such time for performance will be extended to the next Business Day. The headings used in this Agreement are provided for convenience only and this Agreement will be interpreted without reference to any headings. The date of this Agreement is for reference purposes only and is not necessarily the date on which it was entered into.

- 12.7. **Governing Law.** This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of California without regard to conflict of law principles.
- 12.8. **Exclusive Venue.** All litigation arising out of, or relating to this Agreement shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.
- 12.9. **Jointly Drafted by the Parties.** Each of the parties hereto acknowledges that it had a full and fair opportunity to review and revise the terms of this Agreement and that this Agreement has been drafted jointly by all of the parties hereto. Accordingly, each of the parties hereto acknowledges and agrees that the terms of this Agreement shall not be construed against or in favor of another party.
- 12.10. **Time.** Time is of the essence in the performance of the parties' respective obligations under this Agreement.
- 12.11. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- 12.12. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party to this Agreement or give any third person any right of subrogation or action over against any party to this Agreement.
- 12.13. **Interpretation.** Throughout this Agreement, (i) the plural and singular numbers will each be considered to include the other; (ii) the masculine, feminine, and neuter genders will each be considered to include the others; (iii) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (iv) "may" is permissive; (v) "or" is not exclusive; and (vi) "includes" and "including" are not limiting.
- 12.14. **No Attorney's Fees.** In the event of any action or suit under, or to enforce, this Agreement, the parties shall be responsible for their own costs, expenses and attorney's fees incurred. The prevailing party shall not be entitled to reasonable attorneys' fees.
- 12.15. **No Consequential/Punitive Damages.** In no event shall either party be liable to the other party under any provision of this Agreement for any indirect, incidental, punitive or consequential damages, losses, costs or expenses

including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole in or in part in contract, in tort, including negligence, strict liability, or any other theory of liability.

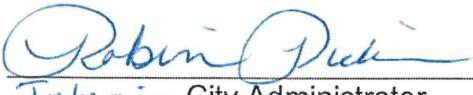
- 12.16. **Independent Counsel.** Each party was represented by legal counsel during the negotiation and execution of this Agreement. Each party shall be responsible for its own, respective, fees and expenses of legal counsel and consultants incurred as a result of this Agreement or the Transaction contemplated thereby.
- 12.17. **Authority.** Buyer and Seller agree that the person executing this Agreement on behalf of Buyer and Seller, respectively, has the authority and power to do so and to bind Buyer and Seller, respectively, in accordance with the provisions set forth herein.
- 12.18. **Assignment.** Buyer may not assign any of its rights under this Agreement.
- 12.19. **Modification.** This Agreement may not be modified except by a written instrument executed by all parties or their permitted successors in interest.
- 12.20. **No Joint Venture.** Nothing herein contained shall be construed to create a joint venture or partnership or to create the relationship of principal and agent or of any association between the parties hereto.
- 12.21. **Further Assurances.** Each party hereto agrees to execute any and all documents and writings which may be necessary or expedient and do such other acts as will further the purposes hereof.

(Signatures follow on next page)

IN WITNESS WHEREOF, the parties have executed this Agreement on:

BUYER:

CITY OF BISHOP

By: 
Interim City Administrator

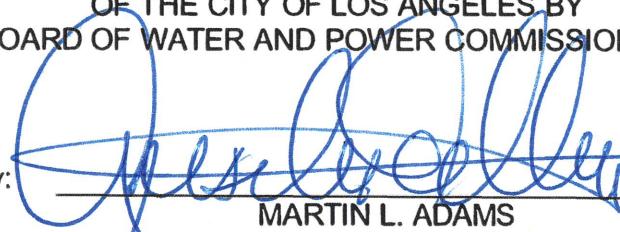
Date: 12/10/19

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW
INSTRUCTIONS** is entered into and accepted on the dates indicated by our signatures
affixed hereto.

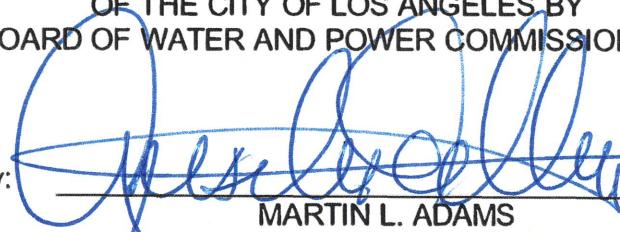
SELLER:

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

By:


MARTIN L. ADAMS
General Manager and Chief Engineer

Date:


10/3/2022

And:


CHANTE L. MITCHELL
Secretary

AUTHORIZED BY RES. 022-203
MAY 24 2022

AUTHORIZED BY:

Resolution No.....
Adopted.....
Approved by Council on ..
Council File No.....

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

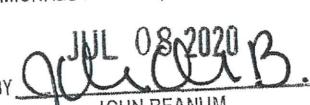
BY 
JUL 08 2020
JOHN BENUM
DEPUTY CITY ATTORNEY

EXHIBIT A
(LEGAL DESCRIPTION)

Portions of the southeast quarter of Section 1, Township 7 South, Range 32 East, Mount Diablo Meridian, in the City of Bishop, County of Inyo, State of California, as shown on map recorded as Record of Survey No.18-009, on file in Book 20, Page 23, in the office of the County Recorder of said County, more particularly described as follows:

PARCEL 1

COMMENCING at a 2-inch iron pipe with tag RCE 10467 marking the intersection of the North right-of-way line of Keough Street and the West line of Tract 6 of the Keough's Addition to the City of Bishop, said point bears South 00°17'04" East, 805.02 feet from a lead and tag stamped LS 2647 marking the North Quarter Corner of said Section 1.

THENCE, South 00°17'04" East, 60.00 feet to the POINT OF BEGINNING.

THENCE, South 00°17'04" West, 112.06 feet along the West line of the said Tract 6 to the North line of Bishop Unified School District said point marked a by $\frac{7}{8}$ -inch rebar.

THENCE, South 89°27"32" East, 943.00 feet along the said North line to the East line of the Bishop Paiute Indian Reservation said point marked by a BLM bronze cap.

THENCE, North 00°02'28" West, 15 feet along said East line to a $\frac{5}{8}$ -inch rebar with plastic cap stamped LS 4428.

THENCE, North 89°27'32" East, 873.11 feet to the beginning of a tangent curve, concave northerly and having a radius of 40.00 feet said point marked by a $\frac{5}{8}$ -inch rebar with plastic cap stamped LS 4428.

THENCE, easterly 62.65 feet along said curve through a central angle of 89°44'36", to a $\frac{5}{8}$ -inch rebar with plastic cap stamped LS 4428.

THENCE, North 00°17'04' West, 30.00 feet, to a $\frac{5}{8}$ -inch rebar with plastic cap stamped LS 4428.

THENCE, North 89°32'29" East, 30.00 feet to the POINT OF BEGINNING.

TOGETHER WITH the following described parcel.

Containing 0.40 acres, more or less.

**EXHIBIT A
(LEGAL DESCRIPTION)**

PARCEL 2

BEGINNING at a 2-inch iron pipe with tag RCE 10467 marking the intersection of the North right-of-way line of Keough Street and the West line of Tract 6 of the Keough's Addition to the City of Bishop, said point bears South 00°17'04" East, 805.02 feet from a lead and tag stamped LS 2647 marking the North Quarter Corner of said Section 1.

THENCE, South 00°17'04" East, 60.00 feet.

THENCE, South 89°32'29" West, 30 feet to a 5/8-inch rebar with plastic cap stamped LS 4428.

THENCE, North 00°17'04" West, 60 feet to a 5/8-inch rebar with plastic cap stamped LS 4428.

THENCE, North 89°32'29" East, 30 feet to the POINT OF BEGINNING.

Said Parcel 2 to be dedicated as a public street.

Containing 0.04 acres, more or less.

END OF DESCRIPTION

SUBJECT TO all outstanding taxes and assessments, if any.

SUBJECT TO any and all agreements, covenants, conditions, restrictions, easements, reservations, rights and rights-of-way of record, and other matters of record.

SUBJECT TO any rights-of-way which may be apparent if a visual inspection is made of said real property.

EXCEPTING AND RESERVING TO the City of Los Angeles all water and water rights, whether surface, subsurface, or of any other kind, and all water and water rights appurtenant or in anywise incident to the real property herein described, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water; and reserving unto the City of Los Angeles all oil, gas, petroleum, or other mineral or hydrocarbon substances in and under said land, without the right to enter upon the surface of said land for such use.

EXHIBIT B
(Grant Deed)

RECORDING REQUESTED BY:

Los Angeles Department of Water and Power
300 Mandich Street
Bishop, CA 93514

WHEN RECORDED, MAIL TO:

City of Bishop
P.O. Box 1236
Bishop, CA 93515-1236

THE AREA ABOVE THIS LINE IS FOR RECORDER'S USE

DOCUMENT TITLE(S)

GRANT DEED	Grantor: City of Los Angeles
	Grantee: City of Bishop
Portion of APN(s):	011-390-07

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE AND EXEMPT FROM FEES FOR RECORDING PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 6103.

As authorized by the Board of Water and Power Commissioners by Resolution No. adopted on , 20 , receipt of which is hereby acknowledged, the CITY OF LOS ANGELES, a municipal corporation, grants to City of Bishop, that certain real property owned by the City of Los Angeles and under the management and control of the Los Angeles Department of Water and Power, in the County of Inyo, State of California, described as follows:

Portions of the southeast quarter of Section 1, Township 7 South, Range 32 East, Mount Diablo Meridian, in the City of Bishop, County of Inyo, State of California, as shown on map recorded as Record of Survey No.18-009, on file in Book 20, Page 23, in the office of the County Recorder of said County, more particularly described as follows:

PARCEL 1

COMMENCING at a 2-inch iron pipe with tag RCE 10467 marking the intersection of the North right-of-way line of Keough Street and the West

EXHIBIT B
(Grant Deed)

line of Tract 6 of the Keough's Addition to the City of Bishop, said point bears South 00°17'04" East, 805.02 feet from a lead and tag stamped LS 2647 marking the North Quarter Corner of said Section 1.

THENCE, South 00°17'04" East, 60.00 feet to the POINT OF BEGINNING.

THENCE, South 00°17'04" West, 112.06 feet along the West line of the said Tract 6 to the North line of Bishop Unified School District said point marked a by $\frac{7}{8}$ -inch rebar.

THENCE, South 89°27"32" East, 943.00 feet along the said North line to the East line of the Bishop Paiute Indian Reservation said point marked by a BLM bronze cap.

THENCE, North 00°02'28" West, 15 feet along said East line to a $\frac{5}{8}$ -inch rebar with plastic cap stamped LS 4428.

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TOGETHER WITH the following described parcel.

Containing 0.40 acres, more or less.

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EXHIBIT B
(Grant Deed)

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THENCE, North 89°32'29" East, 30 feet to the POINT OF BEGINNING.

Said Parcel 2 to be dedicated as a public street.

Containing 0.04 acres, more or less.

END OF DESCRIPTION

SUBJECT TO all outstanding taxes and assessments, if any.

SUBJECT TO any and all agreements, covenants, conditions, restrictions, easements, reservations, rights and rights-of-way of record, and other matters of record.

SUBJECT TO any rights-of-way which may be apparent if a visual inspection is made of said real property.

EXCEPTING AND RESERVING TO the City of Los Angeles all water and water rights, whether surface, subsurface, or of any other kind, and all water and water rights appurtenant or in anywise incident to the real property herein described, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water; and reserving unto the City of Los Angeles all oil, gas, petroleum, or other mineral or hydrocarbon substances in and under said land, without the right to enter upon the surface of said land for such use.

EXHIBIT B
(Grant Deed)

**DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS**

By: _____

MARTIN L. ADAMS
General Manager and Chief Engineer

Date: _____

And: _____

CHANTE L. MITCHELL
Board Secretary

AUTHORIZED BY:

Resolution No. _____

Adopted..... _____

Approved by Council on _____

Council File No..... _____

EXHIBIT B
(Grant Deed)

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

State of California
County of _____ }
On _____ before me, _____
personally appeared _____
DATE _____
Here Insert Name and Title of the Officer
NAME(S) OF SIGNER(S)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Place Notary Seal Above SIGNATURE OF NOTARY PUBLIC



EXHIBIT C
Fencing Specifications

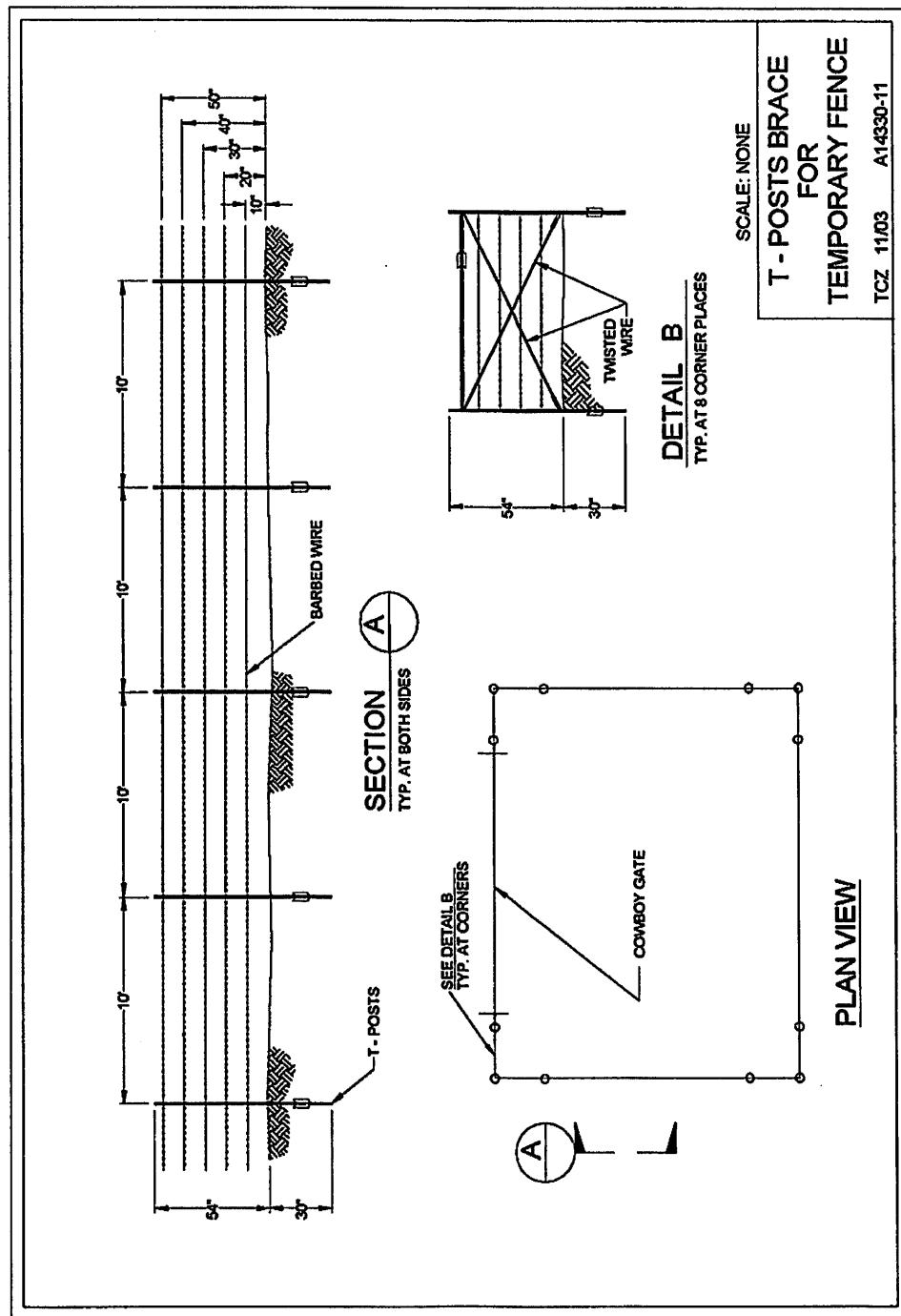


EXHIBIT C

Fencing Specifications

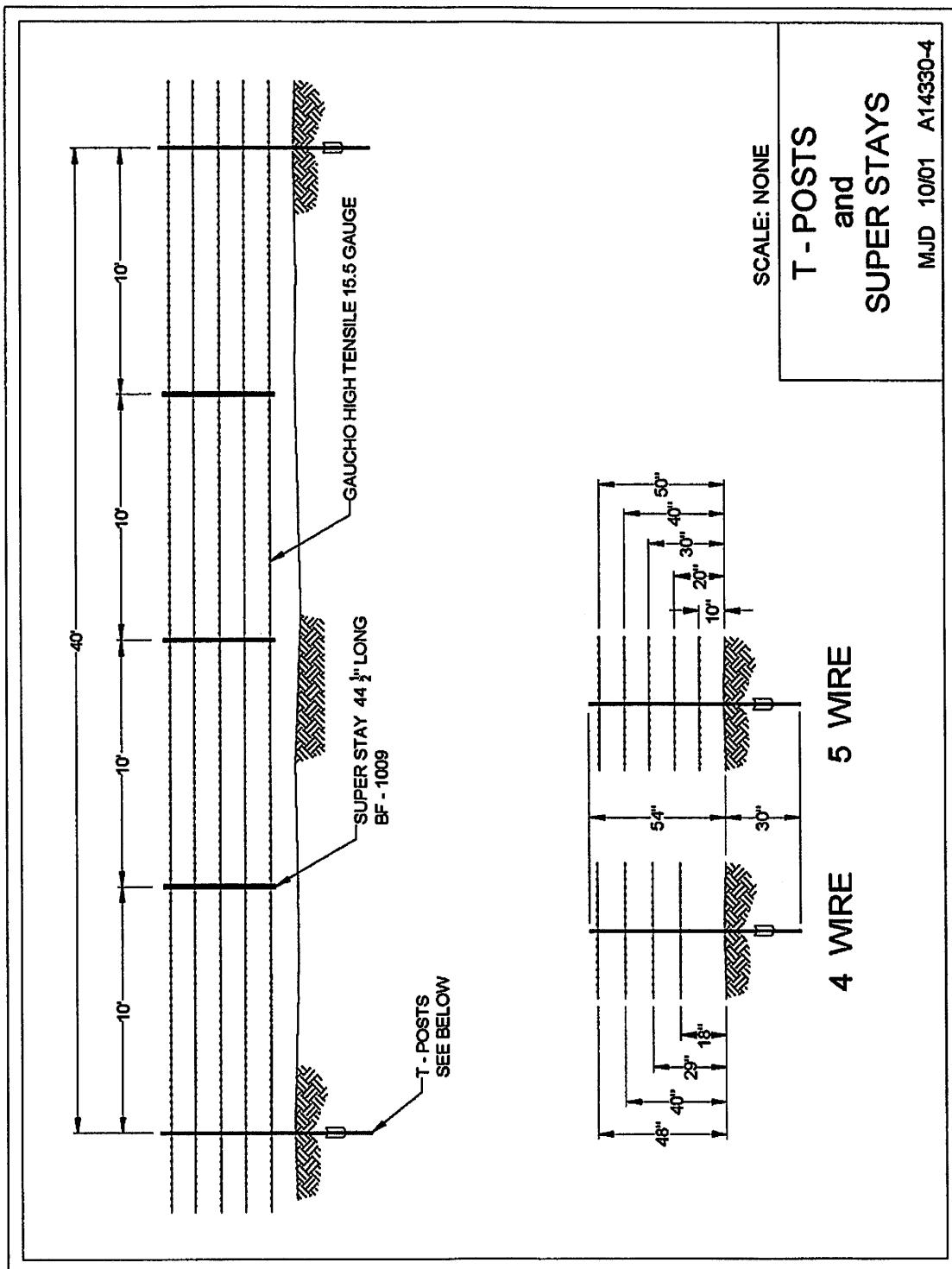
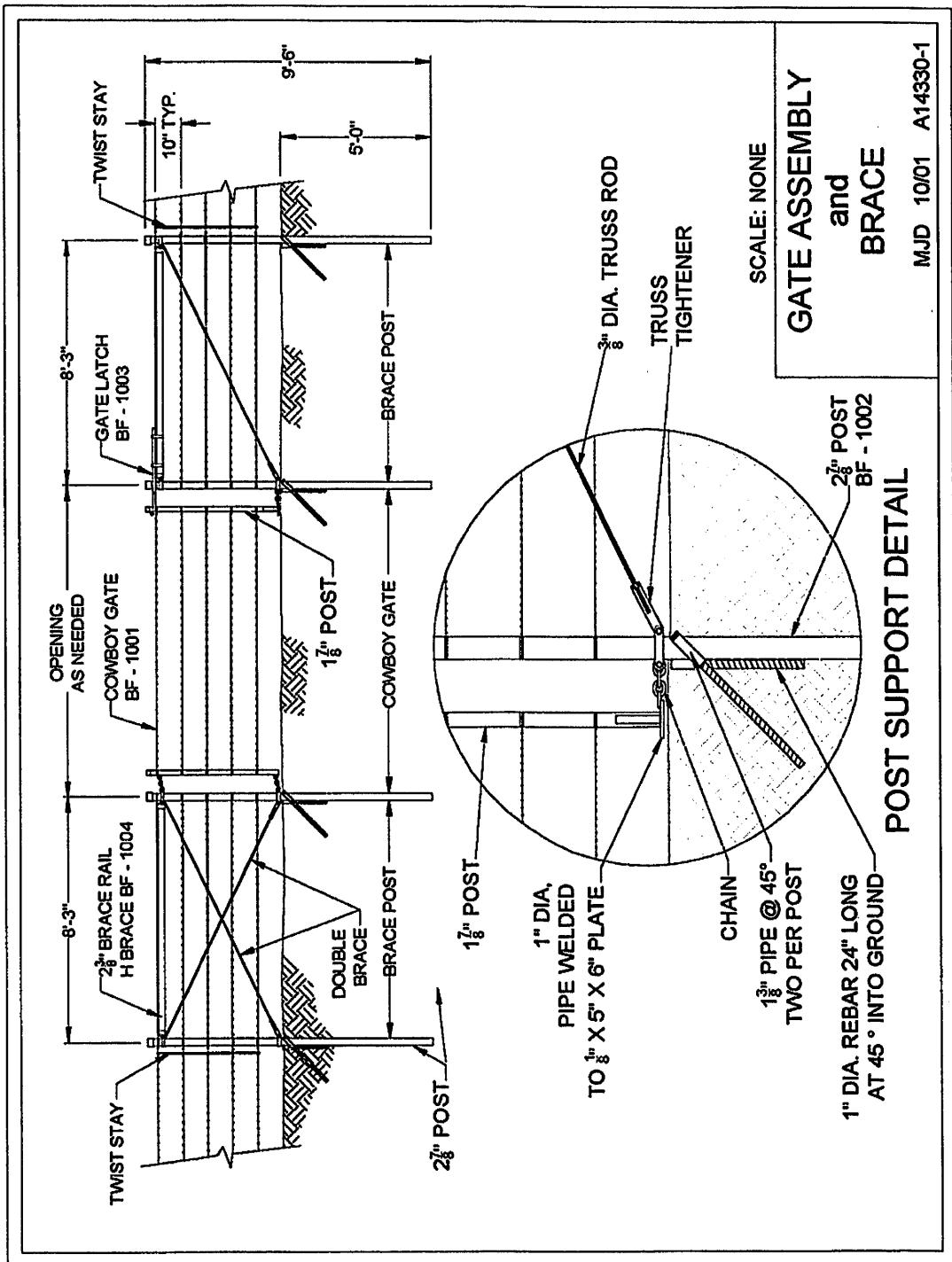


EXHIBIT D
Gate Specifications



RECORDING REQUESTED BY:

City of Bishop
377 West Line Street
Bishop, CA 93514

WHEN RECORDED, MAIL TO:

City of Bishop
377 West Line Street
Bishop, CA 93514

THE AREA ABOVE THIS LINE IS FOR RECORDER'S USE

GRANT DEED	Grantor: City of Los Angeles
	Grantee: City of Bishop
Portion of APN(s):	011-390-07

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE AND EXEMPT FROM FEES FOR RECORDING PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 6103.

As authorized by the Board of Water and Power Commissioners by Resolution No. 022 203, adopted on May 24, 2022, receipt of which is hereby acknowledged, the CITY OF LOS ANGELES, a municipal corporation, grants to City of Bishop, that certain real property owned by the City of Los Angeles and under the management and control of the Los Angeles Department of Water and Power, in the County of Inyo, State of California, described as follows:

Portions of the southeast quarter of Section 1, Township 7 South, Range 32 East, Mount Diablo Meridian, in the City of Bishop, County of Inyo, State of California, as shown on map recorded as Record of Survey No.18-009, on file in Book 20, Page 23, in the office of the County Recorder of said County, more particularly described as follows:

PARCEL 1

COMMENCING at a 2-inch iron pipe with tag RCE 10467 marking the intersection of the North right-of-way line of Keough Street and the West line of Tract 6 of the Keough's Addition to the City of Bishop, said point bears South 00°17'04" East, 805.02 feet from a lead and tag stamped LS 2647 marking the North Quarter Corner of said Section 1.

THENCE, South 00°17'04" East, 60.00 feet to the POINT OF BEGINNING.

THENCE, South 00°17'04" West, 112.06 feet along the West line of the said Tract 6 to the North line of Bishop Unified School District said point marked a by $\frac{7}{8}$ -inch rebar.

THENCE, South 89°27"32" East, 943.00 feet along the said North line to the East line of the Bishop Paiute Indian Reservation said point marked by a BLM bronze cap.

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THENCE, North 89°32'29" East, 30.00 feet to the POINT OF BEGINNING.

TOGETHER WITH the following described parcel.

Containing 0.40 acres, more or less.

PARCEL 2

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Said Parcel 2 to be dedicated as a public street.

Containing 0.04 acres, more or less.

END OF DESCRIPTION

SUBJECT TO all outstanding taxes and assessments, if any.

SUBJECT TO any and all agreements, covenants, conditions, restrictions, easements, reservations, rights and rights-of-way of record, and other matters of record.

SUBJECT TO any rights-of-way which may be apparent if a visual inspection is made of said real property.

EXCEPTING AND RESERVING TO the City of Los Angeles all water and water rights, whether surface, subsurface, or of any other kind, and all water and water rights appurtenant or in anywise incident to the real property herein described, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water; and reserving unto the City of Los Angeles all oil, gas, petroleum, or other mineral or hydrocarbon substances in and under said land, without the right to enter upon the surface of said land for such use.

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

By:



MARTIN L. ADAMS
General Manager and Chief Engineer

Date:

12-06-2023

And:


CHANTE L. MITCHELL
Board Secretary

AUTHORIZED BY:

Resolution No..... 022 203

Adopted..... May 24, 2022

Approved by Council on August 17, 2022

Council File No..... 22-0645

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

State of California

County of Los Angeles

}

On December 6, 2023

DATE

before me,

Sandra Jensen, Notary Public

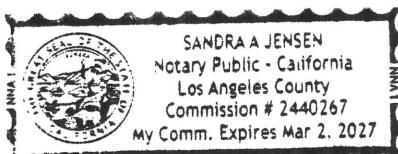
Here Insert Name and Title of the Officer

personally appeared

Martin L. Adams & Chantel L. Mitchell

NAME(S) OF SIGNER(S)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Sandra Jensen

SIGNATURE OF NOTARY PUBLIC





Agenda Item: 8.B
Date of Meeting: February 12, 2024
Department: Community Services

STAFF REPORT

To: City Council
From: Dan McElroy
Subject: **Vendor Agreement between the City of Bishop and Challenger Sports**
Prepared On: January 25, 2024
Attachments: Vendor Agreement Between the City of Bishop and Challenger Sports

Background/History:

The Community Services Department provides the community with all-day summer camps. One of the most popular camps is the Olympic Kidz. The Community Service Department works with Challenger Sports to provide professional instruction. Challenger Sports has been a partner of the Olympic Kidz summer camp for the past 3 years and supplies soccer instruction for ages 6 through 12. The Community Services has been in contact with Challenger Sports and has prepared a new agreement for soccer instruction to be provided for at Olympic Kidz summer camp.

Analysis/Discussion:

Challenger Sports is a nationwide organization that provides soccer instruction for youth of all ages and has been an excellent partner in this summer camp. Having Challenger Sports supplies half-day instruction for the Olympic Kidz allows the summer camp staff to focus on facets of the Olympic Kidz all-day camp. The City of Bishop Community Services Department provides Challenger Sports with space, website links for registration, and organizational assistance of any additional all-day camps during their time at the Bishop City Park. By working in partnership with Challenger Sports, this allows for camp registration to be as low cost as possible.

Economic Impacts:

The Bishop City Park is centrally located in the City of Bishop. By providing summer camps at the City Park allows for the registrants of these programs to frequent local businesses.

Budget Impacts:

Budget impacts are accounted for in the 2023-2024 budget. The City of Bishop will provide Challenger Sports with \$100 per child up to 36 children registered for the half-day portion of the all-day Olympic Kidz summer camp in an amount not to exceed \$3600.

Legal Review:

City attorney Pucci has reviewed this item and finds the recommend action complies with the law.

Recommended Action:

City Council of the City of Bishop to approve and execute the Vendor Agreement between the City of Bishop and Challenger Sports, in an amount not to exceed \$3,600 for a one-year term beginning on February 12th, 2024.

Approved By: Ethan Aukee 2/1/2024

Approved By: Robin Picken 2/1/2024

Approved By: Ryan Jones 2/1/2024

Approved By: Deston Dishion 2/2/2024

VENDOR AGREEMENT FOR REOCCURRING SERVICES

Between The City of Bishop and Challenger Sports

This VENDOR AGREEMENT FOR REOCCURRING SERVICES (“AGREEMENT”) is made and entered into as of February 12th, 2024, through February 11th, 2025, by and between the City of Bishop, a municipal corporation (“AGENCY”), and Challenger Sports (“VENDOR”).

RECITALS:

AGENCY wishes to retain the services of an experienced and qualified VENDOR to provide experience and instructors for the City of Bishop Summer Camps.

Challenger Sports represents and warrants that it is qualified to perform those services.

AGREEMENT:

I. SERVICES TO BE PERFORMED BY VENDOR

VENDOR will provide the services listed in the Scope of Services attached hereto as Exhibit A. VENDOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

II. TERM

Unless earlier terminated in accordance with Paragraph 4 below, the AGREEMENT will continue in full force and effect from the Effective Date through January 21st, 2025. Upon mutual written AGREEMENT, the term of this AGREEMENT can be extended annually for an additional one (1) year period, or longer as the parties agree.

III. COMPENSATION

A. Vendor's Fee

For services rendered pursuant to this AGREEMENT, VENDOR will be paid in accordance with the Compensation Schedule attached hereto as Exhibit B, provided, however, that in no event will the total amount of money paid the VENDOR, for services initially contemplated by this AGREEMENT, exceed the sum of \$3,600, unless otherwise first approved in writing by AGENCY. Should this AGREEMENT be renewed, the VENDOR's fee may be adjusted upon the written AGREEMENT of the parties.

B. Schedule of Payment

Provided the VENDOR is not in default under the terms of this AGREEMENT, upon presentation of an invoice, VENDOR will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within thirty (30) days after the date of the invoice.

IV. TERMINATION OF AGREEMENT

- A.** The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the VENDOR at least ten (10) days prior written notice. The AGENCY may at anytime, suspend or terminate the AGREEMENT, or any portion hereof, due to cancellation because of California COVID-19 guidelines and mandates. Upon receipt of said notice, the VENDOR shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT, such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B.** In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to VENDOR the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the VENDOR will submit an invoice to the AGENCY pursuant to Section 3.

V. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

VI. RETENTION OF FUNDS

VENDOR authorizes AGENCY to deduct from any amount payable to VENDOR (whether or not arising out of this AGREEMENT) any amounts the payment of which may be in dispute or that are necessary to compensate AGENCY for any

losses, costs, liabilities, or damages suffered by AGENCY, and all amounts for which AGENCY may be liable to third parties, by reason of VENDOR's acts or omissions in performing or failing to perform VENDOR's obligations under this AGREEMENT. In the event that any claim is made by a third party, the amount or validity of which is disputed by VENDOR, or any indebtedness exists that appears to be the basis for a claim of lien, AGENCY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of AGENCY to exercise the right to deduct or to withhold will not, however, affect the obligations of VENDOR to insure, indemnify, and protect AGENCY as elsewhere provided in this AGREEMENT.

VII. AGENCY REPRESENTATIVE

Daniel McElroy, Community Services Manager and Deston Dishion, City Administrator are designated as the "CO-AGENCY Representative", authorized to act in its behalf with respect to the work and services specified in this AGREEMENT and to make all decisions in connection with this AGREEMENT. Whenever approval, directions, or other actions are required by AGENCY under this AGREEMENT, those actions will be taken by the AGENCY Representative, unless otherwise stated. The AGENCY's Chief Executive has the right to designate another AGENCY Representative at any time, by providing notice to VENDOR.

VIII. VENDOR REPRESENTATIVE(S)

The following principal(s) of VENDOR are designated as being the principal(s) and representative(s) of VENDOR authorized to act in its behalf with respect to the work specified in this AGREEMENT and make all decisions in connection with this AGREEMENT:

Challenger Sports Representative: Jack Drew.

IX. INDEPENDENT CONTRACTOR

The VENDOR is, and at all times will remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its officials, employees or agents will have control over the conduct of the VENDOR or any of the VENDOR's employees, except as otherwise set forth in this AGREEMENT. The VENDOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

X. BUSINESS LICENSE

The VENDOR must obtain an Agency business license prior to the start of work under this AGREEMENT, unless VENDOR is qualified for an exemption.

XI. OTHER LICENSES AND PERMITS

VENDOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this AGREEMENT.

XII. VENDOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the VENDOR's time pertaining to the project, and records of accounts between AGENCY and the VENDOR, will be kept on a generally recognized accounting basis. VENDOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to AGENCY during normal working hours. VENDOR will maintain these records for three (3) years after final payment.

XIII. INDEMNIFICATION

VENDOR shall indemnify, defend, and hold harmless the AGENCY, and its officers, employees and agents, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the VENDOR's performance of its obligations under this AGREEMENT or out of the operations conducted by VENDOR, including the AGENCY's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the AGENCY. In the event the AGENCY indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from VENDOR's performance of this AGREEMENT, the VENDOR shall provide a defense to the AGENCY indemnitees or at the AGENCY's option, reimburse the AGENCY indemnities their costs of defense, including reasonable legal fees, incurred in defense of such claims.

Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between VENDOR and AGENCY, as to whether liability arises from the sole negligence of the AGENCY or its officers, employees, or agents, VENDOR will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely negligent. VENDOR will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

XIV. NON-LIABILITY OF AGENCY OFFICERS AND EMPLOYEES

No officer or employee of AGENCY will be personally liable to VENDOR, in the event of any default or breach by the AGENCY or for any amount that may become due to VENDOR.

XV. **INSURANCE**

Without limiting VENDOR's indemnification of AGENCY, and prior to commencement of Work, VENDOR shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form that is satisfactory to AGENCY.

General liability insurance. VENDOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. VENDOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the VENDOR arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. [Optional depending on limits required] VENDOR shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. VENDOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

VENDOR shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance. VENDOR shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by AGENCY's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. VENDOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by VENDOR, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by VENDOR shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by VENDOR or AGENCY will withhold amounts sufficient to pay premium from VENDOR payments. In the alternative, AGENCY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the AGENCY's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow VENDOR or others providing insurance evidence in

compliance with these specifications to waive their right of recovery prior to a loss. VENDOR hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). VENDOR acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform VENDOR of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the VENDOR maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. VENDOR agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that VENDOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. VENDOR agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by VENDOR, provide the same minimum insurance

coverage and endorsements required of VENDOR. VENDOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. VENDOR agrees that upon request, all AGREEMENTS with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise specifications. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the VENDOR ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the VENDOR, the AGENCY and VENDOR may renegotiate VENDOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. VENDOR shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from VENDOR's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. VENDOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XVI. SUBCONTRACTORS

Before VENDOR retains or hires a subcontractor to provide any work, labor, or services relative to this AGREEMENT, VENDOR must:

- A.** Present the name and identifying information of the subcontractor that will provide any work, labor, or services to AGENCY;
- B.** Present to the AGENCY the form of subcontract that will be used with the subcontractor for AGENCY's approval, which approval will not be unreasonably withheld. Such subcontract AGREEMENT must include an indemnity agreement that is generally in accord with the indemnity obligations contained in Paragraph 13 of this AGREEMENT and must specifically name the AGENCY as an indemnified party; and
- C.** Secure from the subcontractor evidence of insurance coverage that meets with this AGREEMENT including naming the AGENCY as an additional insured as required by this AGREEMENT, unless such requirement is

waived in writing by the AGENCY Risk Manager as provided in Paragraph 17 below.

XVII. CONFLICT OF INTEREST

No officer or employee of the AGENCY may have any financial interest, direct or indirect, in this AGREEMENT, nor may any officer or employee participate in any decision relating to the AGREEMENT that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

XVIII. NOTICE

All notices, requests, demands, or other communications under this AGREEMENT will be in writing. Notice will be sufficiently given for all purposes as follows:

- A.** Personal delivery. When personally delivered to the recipient; notice is effective on delivery.
- B.** First Class mail. When mailed first class to the last address of the recipient known to the party giving notice; notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
- C.** Certified mail. When mailed certified mail, return receipt requested; notice is effective on receipt, if delivery is confirmed by a return receipt.
- D.** Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account; notice is effective on delivery, if delivery is confirmed by the delivery service.
- E.** Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice; notice is effective on receipt.

Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To AGENCY: City of Bishop
 377 West Line Street
 Bishop, CA 93514
 Attention: Daniel McElroy

To VENDOR: Challenger Sports
 1540 River Park #224A
 Sacramento, CA 95815
 Attention: Jack Drew

- F.** Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- G.** Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this AGREEMENT. Any change in address or fax number that is not provided to the other party will not void delivery of any notice under this AGREEMENT, and delivery to the last known address or fax number shall be deemed sufficient for notice under this AGREEMENT.

XIX. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This AGREEMENT and all exhibits are binding on the heirs, successors, and assigns of the parties. The AGREEMENT may not be assigned or subcontracted by either AGENCY or VENDOR without the prior written consent of the other.

XX. INTEGRATION; AMENDMENT

This AGREEMENT represents the entire understanding of AGENCY and VENDOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this AGREEMENT. The AGREEMENT may not be modified or altered except in writing signed by both parties.

XXI. INTERPRETATION

The terms of this AGREEMENT should be construed in accordance with the meaning of the language used and should not be construed for or against either

party by reason of the authorship of this AGREEMENT or any other rule of construction that might otherwise apply.

XXII. SEVERABILITY

If any part of this AGREEMENT is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the AGREEMENT will remain in full force and effect.

XXIII. TIME OF ESSENCE

Time is of the essence in the performance of this AGREEMENT.

XXIV. GOVERNING LAW; JURISDICTION

This AGREEMENT will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the AGREEMENT will be in a court of competent jurisdiction within the county in which AGENCY is located.

XXV. COMPLIANCE WITH STATUTES AND REGULATIONS

VENDOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

XXVI. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this AGREEMENT.

XXVII. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this AGREEMENT (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this AGREEMENT, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment, including post judgment attorney's fees costs and expenses and any attorneys' fees or costs incurred on appeal of any judgment.

XXVIII. EXHIBITS

All exhibits identified in this AGREEMENT are incorporated into the AGREEMENT by this reference.

XXIX. VENDOR'S AUTHORITY TO EXECUTE

The persons executing this AGREEMENT on behalf of the VENDOR warrant that (i) the VENDOR is duly organized and existing under the appropriate State laws; (ii) they are duly authorized to execute this AGREEMENT on behalf of the VENDOR; (iii) by so executing this AGREEMENT, the VENDOR is formally bound to the provisions of this AGREEMENT; and (iv) the entering into this AGREEMENT does not violate any provision of any other AGREEMENT to which the VENDOR is bound.

VENDOR: Challenger Sports

By: _____
(Signature)

(Typed Name)

(Title)

AGENCY: City of Bishop
A Municipal Corporation

Deston Dishion, City Administrator

ATTEST:

Robin Picken, City Clerk

APPROVED AS TO FORM:

Agency Attorney

By: _____
Dean Pucci, City Attorney

Attachments: Exhibit A Scope of Services
 Exhibit B Compensation Schedule

EXHIBIT A
SCOPE OF SERVICES

1. Challenger Sports will provide a minimum of three Instructors/Supervisors for the City of Bishop Olympic Kidz Sports Camp. Challenger Sport Instructors will provide 3 hours of soccer instruction from 9:00 am to 12:00 pm daily, Monday – Friday June 10th – 14th, 2024, for children ages 5-12 years of age.
2. The City of Bishop will provide advertisement support for Challenger Sports half-day and full-day camp and provide reservation of venue. Challenger Sports will be responsible for the sign-up and collection of money for the Challenger Sports half-day and full-day camp.
3. The City of Bishop will provide for advertisement, sign-ups, collection of money, and reservation of venue for the Olympic Kidz Sports Camp. The City of Bishop will also be responsible for the pick-up of Olympic Kidz from soccer venue at 12:00pm. The City of Bishop will also provide a water, shade, lunch, and snacks daily at the soccer venue.

EXHIBIT B
COMPENSATION SCHEDULE

The City of Bishop will pay Challenger Sports the amount of \$100.00 per child participating in the Olympic Kidz Sports Camp, up to 36 children, 30 days after invoice is received by the City of Bishop from Challenger Sports in an amount not to exceed \$3,600.



Agenda Item: 8.C
Date of Meeting: February 12, 2024
Department: Community Services

STAFF REPORT

To: City Council
From: Dan McElroy
Subject: **Real Estate Services for City of Bishop Owned Units in Sunrise Mobile Home Park - Letter of Extension.**
Prepared On: January 30, 2024
Attachments: Real Estate Extension 2024-2025

Background/History:

The City of Bishop Community Services Department owns and operates the Sunrise Mobile Home Park. On March 25th, 2020, the City of Bishop entered into an Agreement for Real Estate Services related to the marketing and sales of City owned mobile home units. The current Agreement includes the options for three one-year extensions. This Agreement term is set to expire on March 24, 2024.

Analysis/Discussion:

On January 22, 2024, a Letter of Extension was received. Having an Agreement for Real Estate Services has been beneficial for the City of Bishop by providing marketing, agreements, and sales of City owned manufactured homes. The Letter of Extension would extend this agreement with a term ending March 24, 2025.

Economic Impacts:

None

Budget Impacts:

There is no budget impact.

Legal Review:

City Attorney Pucci has reviewed this item and finds that the recommended action complies with the law.

Recommended Action:

City Council of the City of Bishop to accept the Letter of Extension for Real Estate Services and extend the Services Agreement from March 25, 2024, through March 24, 2025.

Approved By: Ethan Aukee 2/1/2024

Approved By: Robin Picken 2/1/2024

Approved By: Ryan Jones 2/1/2024
Approved By: Deston Dishion 2/2/2024



City of Bishop, Attn: Karey Poole

We are requesting our contract with the City of Bishop for the representation of City owned properties in the Sunrise Mobile Home Park be extended to 3/24/2025.

Thank you.

Ross Corner
Broker Associate
DRE: 01857809

Bishop Real Estate Rasmussen & Associates
370 W. Line St.
Bishop, CA 93514

City of Bishop
PO Box 1236
Bishop, CA 93515

January 22, 2024

370 W. Line Street, Bishop, CA 93514 | Office: 760-873-4264

www.BishopRealEstate.com

Bro. #01501599

CITY OF BISHOP
MONTHLY SALARY SCHEDULE
July 1, 2023 - June 30, 2024

ADMINISTRATION

Position	Step 1	Step 2	Step 3	Step 4	Fixed
City Administrator					\$14,066
Assistant to the City Administrator	\$7,511	\$8,262	\$9,004		
City Clerk					\$8,316
Personnel/Payroll & Benefits Specialist	Council Approved - Jan 8, 2024				\$7,847
Executive Secretary/Assistant City Clerk (Not Filled)	\$5,363	\$5,902	\$6,491	\$7,140	

FINANCE DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Assistant Finance Director Council Approved - Jan 8, 2024	\$8,316	\$9,148	\$10,062		
Accounting Secretary/Budget Manager (Not Filled)	\$5,364	\$5,902	\$6,491	\$7,140	
Administrative / Accounting Assistant	\$4,249	\$4,676	\$5,141	\$5,658	

COMMUNITY SERVICES DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Community Services Director (Not Filled)					\$11,175
Community Services Manager					\$7,543
Community Services Administrative Assistant	\$4,249	\$4,676	\$5,141	\$5,658	
Parks Supervisor	\$4,397	\$4,838	\$5,321	\$6,263	
Recreation Supervisor (Not Filled)	\$4,397	\$4,838	\$5,321	\$6,263	
Parks Facilities Lead Worker	\$3,995	\$4,395	\$4,834	\$5,318	

FIRE DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Fire Chief					\$11,175
Deputy Fire Chief					\$9,716
Assistant Fire Chief	\$3,420	\$3,762	\$4,138	\$4,552	
Fire Prevention Officer II	\$5,011	\$5,513	\$6,064	\$6,673	
Fire Prevention Officer I	\$4,397	\$4,838	\$5,321	\$5,853	
Administrative Assistant	\$4,249	\$4,676	\$5,141	\$5,658	

POLICE DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Chief					\$13,000
Lieutenant					\$9,716
Sergeant	\$6,402	\$7,682	\$8,449		
Police Officer	\$5,963	\$6,626	\$7,364		
Police Officer in Training	\$4,505	\$4,954	\$5,451		
Community Services Officer	\$4,249	\$4,676	\$5,141		
Police Records Clerk	\$4,249	\$4,676	\$5,141	\$5,658	
Police Services Technician	\$4,299	\$4,729	\$5,202	\$5,722	
Senior Communications Operator	\$4,954	\$5,450	\$5,995	\$6,594	
Communications Operator	\$4,094	\$4,505	\$4,954	\$5,451	

CITY OF BISHOP
MONTHLY SALARY SCHEDULE
July 1, 2023 - June 30, 2024

PUBLIC WORKS DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Public Works Director					Council Approved - Jan 8, 2024
Public Works Superintendent (Not Filled)					\$12,175
Public Services Officer (Not Filled)	\$5,669	\$6,236	\$6,858	\$7,544	
Public Works Supervisor	\$5,669	\$6,236	\$6,858	\$7,544	
Lead Maintenance Worker	\$5,011	\$5,513	\$6,064	\$6,673	
Maintenance Worker	\$4,397	\$4,838	\$5,321	\$5,853	
Public Works Secretary	\$4,249	\$4,676	\$5,141	\$5,658	

PLANNING DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Senior Planner					\$7,391
Assistant Planner	\$5,011	\$5,513	\$6,064	\$6,673	

Cost of Living Adjustments for Miscellaneous, Mid-Management, Management, and Bishop Police Officers Association contracts for Fiscal Years as follows: 2023/2024 - 4%

For all Step Classifications -Step Increases occur annually with one year in between each step based on successful employee evaluations.

Approved by Council on:



Agenda Item: 8.E
Date of Meeting: February 12, 2024
Department: Administration

STAFF REPORT

To: City Council
From: Deston Dishion
Subject: **Adopt Proposed Resolution of Determination of Industrial Disability Retirement of an Employee.**
Prepared On: February 6, 2024
Attachments: Proposed Resolution for IDR

Background/History:

Over 1 year ago the City began the process of assisting an employee with a Resolution that allowed for an Industrial Retirement. The City Council adopted the resolution in 2022. Due to delays within the process, CalPERS has requested a new resolution be adopted by the City Council.

Analysis/Discussion:

The City has used the services of our outside Human Resources law firm to draft a new resolution which is attached.

Economic Impacts:

There are no economic impacts.

Budget Impacts:

There are no budget impacts.

Legal Review:

The City's outside legal counsel has drafted and approved this resolution.

Recommended Action:

Council consideration to adopt the proposed Resolution of Determination of Industrial Disability Retirement of an Employee as required by Government Code Section 21154 and 21156 by title only.

Approved By: Deston Dishion 2/7/2024

Approved By:

Approved By:

Approved By:

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF BISHOP, STATE OF CALIFORNIA, MAKING A
DETERMINATION OF INDUSTRIAL DISABILITY OF AN
EMPLOYEE AS REQUIRED BY GOVERNMENT CODE
SECTION 21154 AND 21156**

WHEREAS, the City of Bishop (“City”) is a contracting agency of the California Public Employee’s Retirement System (“CalPERS”);

WHEREAS, the Public Employee’s Retirement Law (“PERL”) requires that a contracting agency determine whether an employee of such agency in employment in which he/she is classified as a local safety member is disabled for purposes of the Public Employee’s Retirement Law and whether such disability is “industrial” within the meaning of such Law;

WHEREAS, Government Code section 1031 requires peace officers to meet specified minimum standards, including that peace officers be found to be free from any physical, emotional, or mental condition(s) that might adversely affect the exercise of the powers of a peace officer;

WHEREAS, Government section 1031(f)(2) requires that a psychological evaluation of a peace officer be conducted by a licensed psychiatrist or psychologist who has at least five full-time years of experience in the diagnosis and treatment of emotional and mental disorders and has met the Commission on Peace Officer Standards and Training’s (“POST”) education and training requirements as set forth in the California Code of Regulations, title 11, section 1955(b)(3);

WHEREAS, an application for industrial disability retirement of Jared M. Waasdorp (“Waasdorp”), employed by the City in the position of Police Officer, has been filed with CALPERS; and

WHEREAS, the City has received and considered the independent and competent medical opinion of Dr. Susan Saxe-Clifford, Ph.D., ABPP, who is a POST Compliant Evaluator, including the Fitness For Duty Psychological Evaluation Report dated January 19, 2023, and the Physician’s Report on Disability (Local Safety) dated January 24, 2024.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City finds and determines that Waasdorp is substantially incapacitated within the meaning of Public Employees’ Retirement Law of his usual duties in the position of Police Officer with the City and is also incapacitated for performance of the usual duties of the position for other California public agencies in CalPERS.

2. The City finds and determines that the duration of such disability is expected to last at least 12 consecutive months and/or be permanent.

3. The City finds and determines that Waasdorp’s disability is a result of injury or disease arising out of and in the course of employment.

4. The City finds and determines that this determination is based upon a competent medical opinion and is not being used as a substitute for the disciplinary process.

5. The City finds and determines that Waasdorp has filed a workers' compensation claim, which was accepted, and neither Waasdorp nor the City has applied to the Workers' Compensation Appeals Board for a determination as to whether such disability is industrial pursuant to Government Code section 21166.

6. The City finds and determines that it is currently unaware of any third party liability.

7. The City finds and determines that Waasdorp has already exhausted his right to a leave of absence without loss of salary under Labor Code section 4850 and that his last day on paid status is February 15, 2024.

9. The City finds and determines that Advanced Disability Pension payments will be made to Waasdorp. The payments will be made Bi-Weekly in the amount of \$1,884.13, beginning February 23, 2024.

10. The City finds and determines that the primary disabling condition is psychological and emotional, but that Waasdorp is competent to act on his own behalf in legally binding retirement matters.

11. The City Council hereby authorizes Deston Dishion, City Administrator, to take steps necessary to effectuate Waasdorp's disability retirement and/or as required by Government Code section 20221 including, but not limited to, submitting required documentation to CalPERS.

PASSED, APPROVED AND ADOPTED this 12th day of February 2024.

Jose Garcia, Mayor

ATTEST:

Robin Picken, City Clerk

(TO BE FOLLOWED WITH CERTIFICATION VERIFYING GOVERNING BODY AND VOTE COUNT)



*Small Town with a
Big Backyard!*

CITY OF BISHOP

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

**Building Permits Fees
Collected: \$12,098.36**

Department of Public Works Building Permits Issued

1/2024

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
Commercial					
1/10/2024	Chris Van Nest 137 East South South Bishop Heating and Air, Inc.	Storage Area	\$9,000.00	\$2.52	\$1.00
1/16/2024	VP Custom Investments, LLC. 298 North Main Street Elevated Energy and Constr.	Business Rehabilitation	\$275,000.00	\$77.00	\$11.00
1/8/2024	Los Angeles DWP 682 Spruce Street Pagenkopp Company Inc.	Remodel	\$150,000.00	\$5.60	\$1.00
1/16/2024	Mull Family Trust 1260 North Main Street David Jarvis Construction	Repair Building Damage	\$45,000.00	\$12.60	\$2.00
1/18/2024	Los Angeles DWP 682 Spruce Street Western Pacific Roofing Corp.	Foam Reroof	\$30,422.00	\$8.52	\$2.00
			Commercial Totals	\$509,422.00	\$106.24
					\$17.00
Residential					
1/16/2024	Lynn Cooper 374 Clarke Street Roberts Roofing	Reroof	\$9,500.00	\$1.30	\$1.00
1/16/2024	Andres Cikota 663 Keough Street Lopez Roofing	Reroof	\$11,000.00	\$1.30	\$1.00
1/12/2024	Anthony Lewis 292 East Pine Street	HVAC Split System	\$12,000.00	\$1.30	\$1.00

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
1/29/2024	Kathrine Ammiratti 406 Willow Street Titus Construction	Panel Upgrade	\$2,500.00	\$0.72	\$1.00
1/23/2024	Tim & Helen Shultz 451B Clarke Street High Country Lumber	Pellet Stove	\$6,115.64	\$0.72	\$1.00
1/8/2024	Michael Rodman 437 East South Street Manor Stove Works	Wood Stove	\$7,286.65	\$0.72	\$1.00
1/4/2024	Genaro Lopez 429 Mandich Street High Country Lumber	Wood Stove	\$4,625.97	\$0.72	\$1.00
1/4/2024	Jill Coons 737 West Pine Street Lopez Roofing	Reroof	\$10,800.00	\$1.30	\$1.00
1/2/2024	Mark Postle 562 West Elm Street Highpoint Solar	Solar / Panel Upgrade	\$23,000.00	\$2.99	\$1.00
1/1/2024	Katherine Ammirati 406A Willow Street Titus Construction	Home Improvements	\$24,600.00	\$3.20	\$1.00
1/10/2024	Phyllis Gaal 560 Hobson Street Clair Concrete Inc.	Sewer Lateral Replacement	\$5,000.00	\$0.65	\$1.00
Residential Totals			\$116,428.26	\$14.92	\$11.00

**Building Permits Fees
Collected: \$12,098.36**



Agenda Item: 9.B
Date of Meeting: February 12, 2024
Department: Planning

STAFF REPORT

To: City Council
From: Ana Budnyk
Subject: **Notice of Exemption for Bishop City Park Athletic Fields Lighting Project**
Prepared On: February 7, 2024
Attachments: Bishop City Park Athletic Fields Lighting Project
Notice of Exemption for Bishop City Park Athletic Fields Lighting Project

Background/History:

The City Planning Department received the application from Little League for installing field lights for baseball fields 2,3, and 4. This infrastructure will be a crucial addition to the regional sporting facilities, extending their operational hours into the evenings to meet the growing demand for the sports facilities and enhance accessibility for the community.

Notice of Exemption was filed with County Clerk on 12/18/2023, and was posted at Inyo County Courthouse from December 26, 2023 until January 29, 2024. The Notice was also posted on City's website on 12/18/2023.

The City staff received a public comment regarding the proposed project:

“Thank you for returning my call today based on the voicemail I left last week.

Last week I saw that Bishop filed a CEQA Notice of Exemption for an undertaking at the City Park which is to install field lights for baseball fields 2, 3, and 4. One reason I called was because I am not sure which fields these are. Is there a map showing their location in the park? I assume the soccer field along E. Yaney and Hanby is not one of the fields. The City told me at the time when the soccer field was created that it would not be lit at night.

The other reason was to try to figure out why the City thinks this project is exempt from CEQA.

Night lights have impacts and human consequences.

I live in a house "behind" the park on E. Yaney Street. I am pretty sure that field #1 is the one field that currently has lights. In the summer, those lights are extremely bright, and often they stay lit for hours after games are finished. I have seen them stay on well past midnight. Even though the field is a fair distance from my house, the lights are enough for me to read by at home if I wanted to. This is to say, they are too bright, not focused onto the field (but all over the area), and allowed (or programmed) to stay lit far too long. The lights attract many, many bugs and thus also bats. I do not have anything against bugs or bats, but I know that such night lighting can't be good for them. There are also people like me who value dark skies and energy conservation. These are environmental considerations which I think need evaluation prior to the City proceeding with the lighting project.

My hope is that the City might consider changing the existing night lighting to shine down onto the field being lit and design them to turn off at, say, 10 p.m. I am not convinced that 4 fields require night lights. If demand is so great, see about changing game schedules to start earlier and start with thoughtfully lighting maybe just one more field. To have 3 more fields lit up for hours in addition to the existing field will make Bishop visible practically on the moon ... OK at least from Sherwin Grade and possibly Big Pine, and anywhere in the mountains surrounding town where people are camping and trying to view the night sky. This would be a sad way for Bishop to stand out.

I would be happy to see any more information you have about this proposed project."

Analysis/Discussion:

The project qualifies under CEQA exemption Class 1 15301. EXISTING FACILITIES.

The lighting is designed to comply with the backlight, uplight, and glare (BUG) rating. The attached photometric study indicates that light pollution/spillage would be minimized and would effectively be non-existent outside of the park boundaries which qualifies for the exception. The lights will be on the timer and will turn off before 10 pm every day.

Economic Impacts:

n/a

Budget Impacts:

none

Legal Review:

n/a

Recommended Action:

No action, for Council information only.

Approved By: Ana Budnyk/ 02-02-2024

Approved By:

Approved By:

Approved By:

Bishop Little League

Bishop, CA

Lighting System

Pole / Fixture Summary

Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
A1-A2	60'	60'	1	TLC-LED-1200	1.17 kW	A
		60'	3	TLC-LED-900	2.64 kW	A
		16'	1	TLC-BT-575	0.58 kW	A
A3-A4	60'	60'	1	TLC-LED-1200	1.17 kW	B
		60'	2	TLC-LED-900	1.76 kW	B
		16'	1	TLC-BT-575	0.58 kW	B
A5-A6	70'	70'	4	TLC-LED-1200	4.68 kW	C
		16'	1	TLC-BT-575	0.58 kW	C
		80'	2	TLC-LED-1200	2.34 kW	A
B1	80'	80'	2	TLC-LED-1500	4.23 kW	A
		80'	3	TLC-LED-1500	2.82 kW	A
		16'	2	TLC-BT-575	1.15 kW	A
B2	80'	80'	1	TLC-LED-1200	1.17 kW	A
		80'	2	TLC-LED-1500	2.34 kW	B
		80'	3	TLC-LED-900	2.64 kW	A
B3-B4	70'	70'	2	TLC-LED-1200	2.34 kW	B
		70'	3	TLC-LED-900	2.64 kW	B
		16'	1	TLC-BT-575	0.58 kW	B
B5-B6	80'	80'	2	TLC-LED-1200	2.34 kW	C
		80'	4	TLC-LED-1500	5.64 kW	C
		16'	1	TLC-BT-575	0.58 kW	C
C1-C2	70'	70'	3	TLC-LED-1200	3.51 kW	C
		70'	2	TLC-LED-1500	2.82 kW	C
		16'	2	TLC-BT-575	1.15 kW	C
14		83			84.97 kW	

Circuit Summary

Circuit	Description	Load	Fixture Qty
A	Field 2	24.27 kW	25
B	Field 3	18.12 kW	20
C	Field 4	42.58 kW	38

Fixture Type Summary

Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-1200	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	29
TLC-LED-900	LED 5700K - 75 CRI	880W	104,000	>120,000	>120,000	>120,000	19
TLC-BT-575	LED 5700K - 75 CRI	575W	52,000	>120,000	>120,000	>120,000	18
TLC-LED-1500	LED 5700K - 75 CRI	1410W	181,000	>120,000	>120,000	>120,000	17

Single Luminaire Amperage Draw Chart

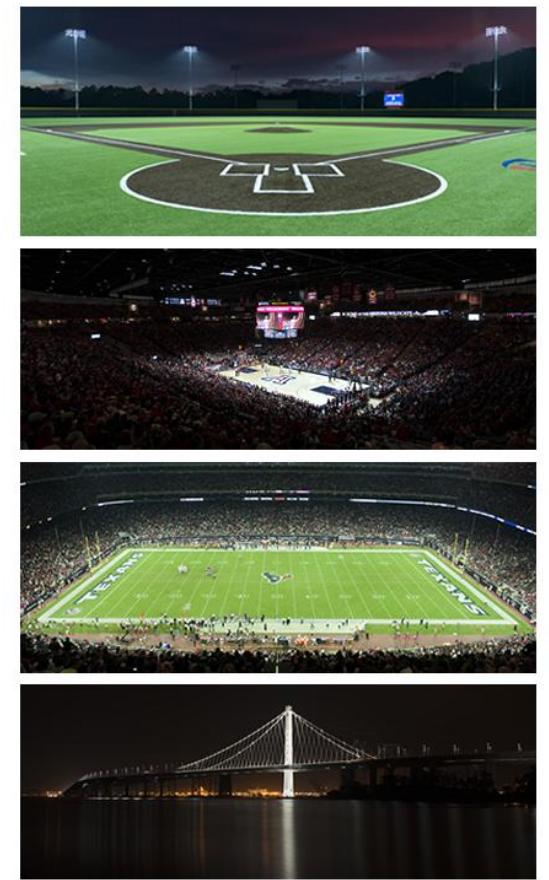
Driver (.90 min power factor)	Max Line Amperage Per Luminaire						
	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
Single Phase Voltage	6.9	6.5	6.0	5.2	4.2	3.8	3.0
TLC-LED-1200	5.2	4.9	4.5	3.9	3.1	2.9	2.3
TLC-BT-575	3.4	3.2	2.9	2.5	2.0	1.8	1.5
TLC-LED-1500	8.4	7.9	7.3	6.3	5.0	4.6	3.6

Light Level Summary

Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Field 2 (Infield)	Horizontal Illuminance	51.9	37	65	1.78	1.40	A	25
Field 2 (Outfield)	Horizontal Illuminance	30.2	21	49	2.34	1.44	A	25
Field 3 (Infield)	Horizontal Illuminance	51.4	40	60	1.48	1.28	B	20
Field 3 (Outfield)	Horizontal Illuminance	31.9	21	48	2.26	1.52	B	20
Field 4 (Infield)	Horizontal Illuminance	51.8	45	58	1.29	1.15	C	38
Field 4 (Outfield)	Horizontal Illuminance	32.4	21	46	2.14	1.54	C	38

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From Hometown to Professional



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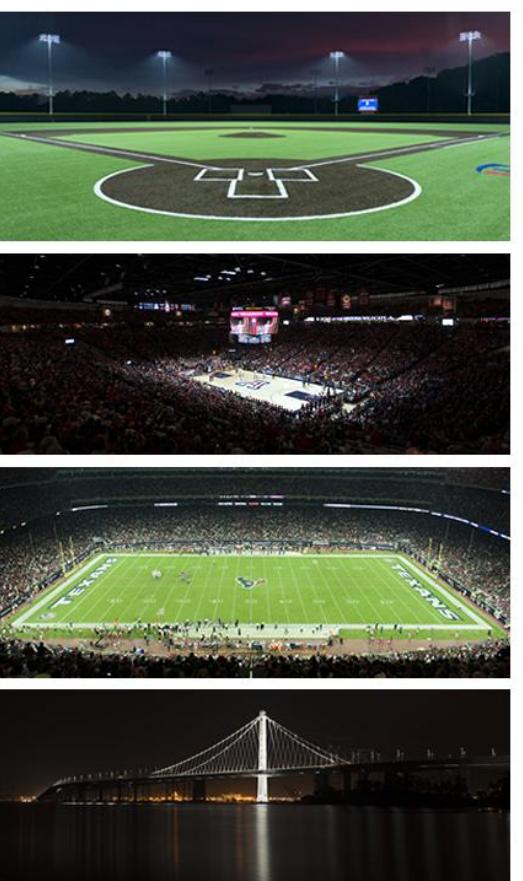
Bishop Little League

Bishop, CA

Calculation Grid Summary

Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Hanley & Yaney Ave	Horizontal	0.04	0	0.70	0.00		A,B,C	83
Hanley & Yaney Ave	Max Candela (by Fixture)	1147	0	9263	0.00		A,B,C	83
Hanley & Yaney Ave	Max Vertical Illuminance Metric	0.07	0	0.87	0.00		A,B,C	83

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EQUIPMENT LIST FOR AREAS SHOWN									
Pole			Luminaires						
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS	
2	A1-A2	60'	-	60'	TLC-LED-1200	1	1	0	
				15.5'	TLC-BT-575	1	1	0	
				60'	TLC-LED-900	3	3	0	
1	B1	80'	-	80'	TLC-LED-1200	2	2	0	
				15.5'	TLC-BT-575	2	2	0	
				80'	TLC-LED-1500	3	3	0	
				80'	TLC-LED-1500	2	2	0	
1	B2	80'	-	80'	TLC-LED-1200	1	1	0	
				15.5'	TLC-BT-575	2	2	0	
				80'	TLC-LED-900	3	3	0	
				80'	TLC-LED-1200	2	2	0	
				15.5'	TLC-BT-575	2	2	0	
TOTALS						25	25	0	



Bishop Little League

Bishop, CA

GRID SUMMARY

Name:	Field 2
Size:	Irregular 230' / 248' / 229'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	51.93	30.22
Maximum:	65	49
Minimum:	37	21
Avg / Min:	1.42	1.45
Guaranteed Max / Min:	2	2.5
Max / Min:	1.78	2.34
UG (adjacent pts):	1.23	1.33
CU:	0.65	
No. of Points:	25	104
LUMINAIRE INFORMATION		
Applied Circuits:	A	
No. of Luminaires:	25	
Total Load:	24.27 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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EQUIPMENT LIST FOR AREAS SHOWN									
Pole			Luminaires						
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS	
2	A3-A4	60'	-	60'	TLC-LED-900	2	2	0	
				15.5'	TLC-BT-575	1	1	0	
				60'	TLC-LED-1200	1	1	0	
1	B3	70'	-	70'	TLC-LED-900	3	3	0	
				15.5'	TLC-BT-575	1	1	0	
				70'	TLC-LED-1200	2	2	0	
1	B4	70'	-	70'	TLC-LED-1200	2	2	0	
				15.5'	TLC-BT-575	1	1	0	
				70'	TLC-LED-900	3	3	0	
TOTALS						20	20	0	



Bishop Little League

Bishop, CA

GRID SUMMARY

Name:	Field 3
Size:	200'/200'/200' - basepath 60'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	51.37	31.88
Maximum:	60	48
Minimum:	40	21
Avg / Min:	1.28	1.50
Guaranteed Max / Min:	2	2.5
Max / Min:	1.48	2.26
UG (adjacent pts):	1.24	1.35
CU:	0.67	
No. of Points:	25	71
LUMINAIRE INFORMATION		
Applied Circuits:	B	
No. of Luminaires:	20	
Total Load:	18.12 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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SCALE IN FEET 1 : 40

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Pole location(s) dimensions are relative to 0,0 reference point(s)

ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN									
Pole			Luminaires						
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS	
2	A5-A6	70'	-	15.5'	TLC-BT-575	1	1	0	
				70'	TLC-LED-1200	4	4	0	
2	B5-B6	80'	-	80'	TLC-LED-1500	4	4	0	
				15.5'	TLC-BT-575	1	1	0	
				80'	TLC-LED-1200	2	2	0	
2	C1-C2	70'	-	70'	TLC-LED-1500	2	2	0	
				15.5'	TLC-BT-575	2	2	0	
				70'	TLC-LED-1200	3	3	0	
TOTALS						38	38	0	



Bishop Little League

Bishop, CA

GRID SUMMARY	
Name:	Field 4
Size:	320'/360'/320' - basepath 80'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade
ILLUMINATION SUMMARY	
MAINTAINED HORIZONTAL FOOTCANDLES	
Infield	Outfield
Guaranteed Average:	50 30
Scan Average:	51.84 32.39
Maximum:	58 46
Minimum:	45 21
Avg / Min:	1.14 1.51
Guaranteed Max / Min:	2 2.5
Max / Min:	1.29 2.14
UG (adjacent pts):	1.15 1.26
CU:	0.72
No. of Points:	25 249
LUMINAIRE INFORMATION	
Applied Circuits:	C
No. of Luminaires:	38
Total Load:	42.58 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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SCALE IN FEET 1 : 60
 0' 60' 120'

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Pole location(s) dimensions are relative to 0,0 reference point(s)

ILLUMINATION SUMMARY

99

EQUIPMENT LIST FOR AREAS SHOWN									
Pole			Luminaires						
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS	
2	A1-A2	60'	-	60'	TLC-LED-1200	1	1	0	
				15.5'	TLC-BT-575	1	1	0	
				60'	TLC-LED-900	3	3	0	
2	A3-A4	60'	-	60'	TLC-LED-900	2	2	0	
				15.5'	TLC-BT-575	1	1	0	
				60'	TLC-LED-1200	1	1	0	
2	A5-A6	70'	-	15.5'	TLC-BT-575	1	1	0	
				70'	TLC-LED-1200	4	4	0	
1	B1	80'	-	80'	TLC-LED-1200	2	2	0	
				15.5'	TLC-BT-575	2	2	0	
				80'	TLC-LED-1500	3	3	0	
1	B2	80'	-	80'	TLC-LED-1500	2	2	0	
				80'	TLC-LED-1200	1	1	0	
				15.5'	TLC-BT-575	2	2	0	
				80'	TLC-LED-900	3	3	0	
1	B3	70'	-	70'	TLC-LED-900	3	3	0	
				15.5'	TLC-BT-575	1	1	0	
				70'	TLC-LED-1200	2	2	0	
1	B4	70'	-	70'	TLC-LED-1200	2	2	0	
				15.5'	TLC-BT-575	1	1	0	
				70'	TLC-LED-900	3	3	0	
2	B5-B6	80'	-	80'	TLC-LED-1500	4	4	0	
				15.5'	TLC-BT-575	1	1	0	
				80'	TLC-LED-1200	2	2	0	
2	C1-C2	70'	-	70'	TLC-LED-1500	2	2	0	
				15.5'	TLC-BT-575	2	2	0	
				70'	TLC-LED-1200	3	3	0	
14	TOTALS			83	83	0			



ENGINEERED DESIGN By: Aaron Rose · File #160104A · 27-Sep-23

Bishop Little League

Bishop, CA

GRID SUMMARY

Name:	Hanley & Yaney Ave
Spacing:	30.0'

ILLUMINATION SUMMARY

HORIZONTAL FOOTCANDLES	
Entire Grid	0.0431
Scan Average:	0.0431
Maximum:	0.70
Minimum:	0.00
No. of Points:	143
LUMINAIRE INFORMATION	
Applied Circuits:	A, B, C
No. of Luminaires:	83
Total Load:	84.97 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMA 100

EQUIPMENT LIST FOR AREAS SHOWN									
Pole			Luminaires						
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS	
2	A1-A2	60'	-	60'	TLC-LED-1200	1	1	0	
				15.5'	TLC-BT-575	1	1	0	
				60'	TLC-LED-900	3	3	0	
2	A3-A4	60'	-	60'	TLC-LED-900	2	2	0	
				15.5'	TLC-BT-575	1	1	0	
				60'	TLC-LED-1200	1	1	0	
2	A5-A6	70'	-	15.5'	TLC-BT-575	1	1	0	
				70'	TLC-LED-1200	4	4	0	
1	B1	80'	-	80'	TLC-LED-1200	2	2	0	
				15.5'	TLC-BT-575	2	2	0	
				80'	TLC-LED-1500	3	3	0	
1	B2	80'	-	80'	TLC-LED-1500	2	2	0	
				80'	TLC-LED-1200	1	1	0	
				15.5'	TLC-BT-575	2	2	0	
				80'	TLC-LED-900	3	3	0	
1	B3	70'	-	70'	TLC-LED-900	3	3	0	
				15.5'	TLC-BT-575	1	1	0	
				70'	TLC-LED-1200	2	2	0	
1	B4	70'	-	70'	TLC-LED-1200	2	2	0	
				15.5'	TLC-BT-575	1	1	0	
				70'	TLC-LED-900	3	3	0	
2	B5-B6	80'	-	80'	TLC-LED-1500	4	4	0	
				15.5'	TLC-BT-575	1	1	0	
				80'	TLC-LED-1200	2	2	0	
2	C1-C2	70'	-	70'	TLC-LED-1500	2	2	0	
				15.5'	TLC-BT-575	2	2	0	
				70'	TLC-LED-1200	3	3	0	
14	TOTALS			83	83	0			



SCALE IN FEET 1 : 150



ENGINEERED DESIGN By: Aaron Rose · File #160104A · 27-Sep-23

Pole location(s) dimensions are relative to 0,0 reference point(s)

Bishop Little League

Bishop, CA

GRID SUMMARY

Name:	Hanley & Yaney Ave
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAX VERTICAL FOOTCANDLES	
Entire Grid	0.0684
Scan Average:	0.0684
Maximum:	0.87
Minimum:	0.00
No. of Points:	143
LUMINAIRE INFORMATION	
Applied Circuits:	A, B, C
No. of Luminaires:	83
Total Load:	84.97 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

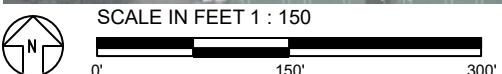
Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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EQUIPMENT LIST FOR AREAS SHOWN									
Pole			Luminaires						
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS	
2	A1-A2	60'	-	60'	TLC-LED-1200	1	1	0	
				15.5'	TLC-BT-575	1	1	0	
				60'	TLC-LED-900	3	3	0	
2	A3-A4	60'	-	60'	TLC-LED-900	2	2	0	
				15.5'	TLC-BT-575	1	1	0	
				60'	TLC-LED-1200	1	1	0	
2	A5-A6	70'	-	15.5'	TLC-BT-575	1	1	0	
				70'	TLC-LED-1200	4	4	0	
1	B1	80'	-	80'	TLC-LED-1200	2	2	0	
				15.5'	TLC-BT-575	2	2	0	
				80'	TLC-LED-1500	3	3	0	
1	B2	80'	-	80'	TLC-LED-1500	2	2	0	
				80'	TLC-LED-1200	1	1	0	
				15.5'	TLC-BT-575	2	2	0	
				80'	TLC-LED-900	3	3	0	
1	B3	70'	-	70'	TLC-LED-900	3	3	0	
				15.5'	TLC-BT-575	1	1	0	
				70'	TLC-LED-1200	2	2	0	
1	B4	70'	-	70'	TLC-LED-1200	2	2	0	
				15.5'	TLC-BT-575	1	1	0	
				70'	TLC-LED-900	3	3	0	
2	B5-B6	80'	-	80'	TLC-LED-1500	4	4	0	
				15.5'	TLC-BT-575	1	1	0	
				80'	TLC-LED-1200	2	2	0	
2	C1-C2	70'	-	70'	TLC-LED-1500	2	2	0	
				15.5'	TLC-BT-575	2	2	0	
				70'	TLC-LED-1200	3	3	0	
14				TOTALS		83	83	0	



SCALE IN FEET 1 : 150


ENGINEERED DESIGN By: Aaron Rose · File #160104A · 27-Sep-23

Pole location(s)  dimensions are relative to 0,0 reference point(s) 

Bishop Little League

Bishop, CA

GRID SUMMARY

Name:	Hanley & Yaney Ave
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

CANDELA (PER FIXTURE)	Entire Grid
Scan Average:	1147.4349
Maximum:	9263.22
Minimum:	0.00
No. of Points:	143
LUMINAIRE INFORMATION	
Applied Circuits:	A, B, C
No. of Luminaires:	83
Total Load:	84.97 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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SCALE IN FEET 1 : 150
 0' 150' 300'

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Bishop Little League

Bishop, CA

EQUIPMENT LAYOUT

INCLUDES:

- Field 2
- Field 3
- Field 4

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	SIZE	GRADE ELEVATION	Luminaires		
				MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE
2	A1-A2	60'	-	60'	TLC-LED-1200	1
				15.5'	TLC-BT-575	1
				60'	TLC-LED-900	3
				60'	TLC-LED-1200	1
2	A3-A4	60'	-	60'	TLC-LED-900	2
				15.5'	TLC-BT-575	1
				60'	TLC-LED-1200	1
				15.5'	TLC-BT-575	1
2	A5-A6	70'	-	70'	TLC-LED-1200	4
				15.5'	TLC-BT-575	1
				70'	TLC-LED-1200	4
				70'	TLC-LED-1200	4
1	B1	80'	-	80'	TLC-LED-1200	2
				15.5'	TLC-BT-575	2
				80'	TLC-LED-1500	3
1	B2	80'	-	80'	TLC-LED-1500	2
				80'	TLC-LED-1200	1
				15.5'	TLC-BT-575	2
				80'	TLC-LED-900	3
1	B3	70'	-	70'	TLC-LED-900	3
				15.5'	TLC-BT-575	1
				70'	TLC-LED-1200	2
1	B4	70'	-	70'	TLC-LED-1200	2
				15.5'	TLC-BT-575	1
				70'	TLC-LED-900	3
2	B5-B6	80'	-	80'	TLC-LED-1500	4
				15.5'	TLC-BT-575	1
				80'	TLC-LED-1200	2
2	C1-C2	70'	-	70'	TLC-LED-1500	2
				15.5'	TLC-BT-575	2
				70'	TLC-LED-1200	3
14				TOTALS		
						83

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Driver (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.3
TLC-BT-575	3.4	3.2	2.9	2.5	2.0	1.8	1.5
TLC-LED-1500	8.4	7.9	7.3	6.3	5.0	4.6	3.6



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Clerk-Recorder/Elections Office
County of Inyo

Danielle M Sexton
Clerk-Recorder, Registrar of Voters

P. O. Drawer F • 168 N. Edwards St • Independence, CA 93526
Tel: (760) 878-0224 • Fax (760) 878-1805
<https://www.inyocounty.us/services/clerk-recorder>
<https://elections.inyocounty.us/>

January 29, 2024

Proof of Posting

I certify that the attached **Notice of Exemption** for the **Bishop City Park Athletic Fields Lighting Project** was posted at the Inyo County Courthouse, 168 North Edwards Street, Independence, California from **December 26, 2023**, until **January 29, 2024**.

Justin Ortega, Deputy Clerk



Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Inyo

From: (Public Agency): City of Bishop
377 West Line Street
Bishop, CA 93514
(Address)

FILED

DEC 26 2023

**INYO CO. CLERK
DANIELLE SEXTON, CLERK**

Project Title: Bishop City Park Athletic Fields Lighting Project

Project Applicant: City of Bishop

Project Location - Specific:

768 Spruce Street, APN 008-010-42-00 in Bishop, CA, 93514

Project Location - City: Bishop, CA

Project Location - County: Inyo

Description of Nature, Purpose and Beneficiaries of Project:

The project aims to install field lights for baseball fields 2, 3, and 4. This infrastructure will be a crucial addition to the regional sporting facilities, extending their operational hours into the evenings to meet the growing demand for the sports facilities and enhance accessibility for the community.

Name of Public Agency Approving Project: City of Bishop

Name of Person or Agency Carrying Out Project: Bishop Little League

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: Class 1 15301. EXISTING FACILITIES
- Statutory Exemptions. State code number:

Reasons why project is exempt:

The project consists of minor alterations to the existing facilities used to provide public utility services. The adjacent baseball field is already equipped with light poles/lights of a similar type and height. The photometric study indicates that light pollution/spillage would be minimized and considered negligible outside the proposed fields and park boundaries.

Lead Agency
Contact Person: Anastasiia Budnyk Area Code/Telephone/Extension: (760)873-5863 ()

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature:  Date: 12/18/2023 Title: Assistant Planner

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR:

23-00043

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 4800 STOCKDALE HWY
 STE 213
 BAKERSFIELD, CA 93309
 (661) 395-2731

File Number: **655967**
 Receipt Number: **2863420**
 Geographical Code: **1401**
 Copies Mailed Date: **January 19, 2024**
 Issued Date: **TV**

DISTRICT SERVING LOCATION: **BAKERSFIELD**First Owner: **GROCERY OUTLET INC**Name of Business: **GROCERY OUTLET**Location of Business: **1320 N MAIN ST
BISHOP, CA 93514-3013**County **INYO**Is Premises inside city limits **Yes** Census Tract: **0001.00**Mailing Address:(If different
from
premises address) **5650 HOLLIS ST
EMERYVILLE, CA 94608-2597**Type of license(s): **21** Dropping Partner: Yes No X Transferor's license/name: **340004 / THRIFTY PAYLESS, INC.**

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
21 - Off-Sale General	PER/PRM	Y			
<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	DBL TRF: PREMISES AND PERSON	NA	0	01/19/24	\$1,470.00
21 - Off-Sale General	ANNUAL FEE	NA	0	01/19/24	\$949.00
			Total	\$2,419.00	

Have you ever been convicted of a felony? **No**Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the
Department pertaining to the Act? **Yes**

STATE OF CALIFORNIA County of INYO

Date: January 19, 2024

Applicant Name(s)

GROCERY OUTLET INC

RECEIVED

JAN 25 2024

CITY OF BISHOP



Agenda Item: 10.A
Date of Meeting: February 12, 2024
Department: Finance

STAFF REPORT

To: City Council
From: Ethan Aukee
Subject: **Mid-Year Budget Adjustments**
Prepared On: February 7, 2024
Attachments: Sewer Fund Budget Adjustment Report
General Fund Budget Adjustment Report
Gas Tax Fund Budget Adjustment Report
Water Fund Budget Adjustment Report
Sunrise Mobile Home Park Fund Budget Adjustment Report
C.O.P.S. Fund Budget Adjustment Report
Miscellaneous Budget Adjustment Report

Background/History:

City staff have analyzed the original fiscal year 2023-2024 budget, identified needed adjustments, and are proposing the attached mid-year budget adjustment reports for Council review and consideration.

Analysis/Discussion:

After December 31, 2023, City staff worked quickly to analyze mid-year trends and identify opportunities to increase revenue, decrease expenses when possible and increase expenses when needed.

All departments were provided with budget to actual reports and asked to review in advance of meeting with the Finance Department. Prior to meeting with department heads, the Finance Department reviewed every revenue and expense account within the City and analyzed a historical trend, a current trend and developed an estimated rational need or expectation. The Finance Department developed a comprehensive mid-year adjustment for each department in advance of meeting based on trends and perceived needs. Then, during meetings with department heads, the Finance Department's reports were reviewed. If department heads disagreed with the Finance Department's assessment, discussion and analysis took place to substantiate any changes presented by the department. The Finance Department lacks department specific knowledge from time to time, so these meetings are quite effective in blending the knowledge base of the Finance Department and each of the respective departments throughout the City. It's my opinion that our operating budget will continue to improve and become more efficient based on current staff dynamics and willingness to

collaborate on the budgeting process. Additionally, as new information becomes available and my time employed with the City increases, the data used to generate our budget should become more useful. From time to time, there have been gaps or omissions in usable data that results in incorrect estimations or assumptions. I'm working diligently to learn from these situations to ensure that our data is more useful, and our budgeting is more accurate from year to year.

Following meetings with all department heads, the adjusted budget is compiled by the Finance Department and presented to the City Administrator. The Finance Department and Administrator review every proposed adjustment, and if the Administrator deems that additional discussion is needed with a department head, discussion occurs, and a final decision is made on the adjustment in question.

Additionally, when substantial adjustments are needed or trends signal an irregularity, staff meet to discuss and identify the root cause of the adjustment or irregularity and take action to address any issues. Two separate issues related to utilities expenses were identified during this analysis process, the root causes of both issues were identified and addressed. Staff will now monitor the associated trends in the coming months to confirm that the actions taken to resolve each issue were effective.

The Sunrise Mobile Home Park Fund was analyzed at the fund level and City staff determined that based on the original budget and the forecasting of future years, the Fund would become insolvent within seven years. This analysis led to more in-depth analysis and City staff realized that Community Services personnel allocations were not an accurate reflection of staff time. These allocations were updated to reflect the actual time that staff spends working on behalf of Sunrise Mobile Home Park (SMHP). Although SMHP will operate at a deficit this fiscal year, City staff are forecasting that the SMHP will operate at a surplus in the coming year based on the correction of personnel cost allocations. The concern of insolvency is no longer a concern at this time (assuming that the proposed adjustments are approved by Council).

The proposed reports are a result of the processes and work outlined above. Attached you will find the proposed reports for:

- The General Fund
- The Sewer Fund
- The Gas Tax Fund
- The Water Fund
- The Sunrise Mobile Home Park Fund
- The C.O.P.S. Fund
- Miscellaneous Adjustments

City staff will perpetually attempt to improve our budgeting process and will use budgeting as a prominent tool for guidance, awareness and problem solving in the short-term and the long-term.

Economic Impacts:

No economic impacts.

Budget Impacts:

The budgetary impacts are outlined within the attached reports.

Legal Review:

City Attorney Pucci has reviewed this item and finds that the recommended action complies with the law.

Recommended Action:

City Council consideration to accept the mid-year budget adjustments as presented in the attached mid-year budget reports.

Approved By: Ethan Aukee 2/7/2024

Approved By: Robin Picken 2/7/2024

Approved By: Ryan Jones 2/7/2024

Approved By:

SEWER FUND REVENUE

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
002-000-33010				
INTEREST ON BANK DEPOSITS	9,300.00	60,000.00	50,700.00	Initially budgeted conservatively due to lack of clarity on direction of interest rates. Due to current investment returns and projected changes (lack of changes) in interest rates, increasing budget to realistic target.
002-000-33020				-
RENTAL OF REAL PROPERTY	-	-	-	-
002-000-39016				-
CONNECTION FEE	-	-	-	-
002-000-39017				-
SEWER MISCELLANEOUS	13,100.00	30,000.00	16,900.00	Increased due to increased connection fees collected
002-000-39020				-
SEWER SERVICE COLLECTION	1,265,000.00	1,330,000.00	65,000.00	Increased based on historical and current trend
002-000-39023				-
PENALTIES-SEWER SERVICE	1,000.00	1,250.00	250.00	Increased based on actual revenue earned
002-000-39035				-
SOLAR REBATES	-	2,932.40	2,932.40	Increased based on actual revenue earned
002-000-39075				-
REIMB FROM ESCSD	-	176,050.00	176,050.00	Increased based on the general structure of BAWA. The City expends money on behalf of BAWA and invoices ESCSD for 50% of BAWA expenses. Revenue increased to 50% of budgeted BAWA expenses.
002-000-39925				-
WEST JAY ST PROJECT	-	-	-	-
002-000-39999				-
REVENUE-TRANS IN	-	-	-	-
002-000-40004				-
COVID-19 Funding	-	-	-	-
Grand Total	1,288,400.00	1,600,232.40	311,832.40	Sewer Fund budgeted revenue would increase by \$311,832.40 if the proposed adjustments are approved.

SEWER FUND EXPENSES

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
002-051-51001				-
SALARIES-FULL TIME	208,295.00	224,800.00	16,505.00	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
002-051-51002				-
SALARIES/PART-TIME	450.00	450.00	-	-
002-051-51004				-
OVERTIME WAGES	5,220.00	8,000.00	2,780.00	Increased based on current trend and need
002-051-51006				-
VISION	420.00	445.00	25.00	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
002-051-51007				-
HEALTH INSURANCE	51,800.00	53,300.00	1,500.00	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
002-051-51008				-
DENTAL INSURANCE	4,200.00	4,500.00	300.00	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
002-051-51010				-
WORKERS COMPENSATION	5,951.05	5,951.05	-	-
002-051-51011				-
MEDICARE TAX	3,174.99	3,630.00	455.01	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
002-051-51013				-
HOLIDAY PAYOUT	-	-	-	-
002-051-51016				-
COMPENSATED BALANCES	-	-	-	-
002-051-51017				-
PARS-ARS	15.00	15.00	-	-
002-051-51018				-
DUTY TIME	5,000.00	5,000.00	-	-
002-051-51022				-
P.A.R.S SYSTEM	25,272.00	34,877.00	9,605.00	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
002-051-51023				-
PARS 115 TRUST	3,576.50	-	(3,576.50)	All PARS 115 Trust accounts with qualifying staff are brought to zero at mid-year. PARS 115 Trust contributions are not operating expenses and will not be budgeted or expensed in these accounts moving forward.
002-051-51024				-
EMPLOYER COMP MATCH	2,800.00	3,810.00	1,010.00	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.

002-051-51025					
RETIREE HEALTH INSURANCE	39,400.00	37,500.00	(1,900.00)		Original budget was calculated based on an estimation, decreased based on actual cost/trend
002-051-51027					-
PERS EMPLOYEE/EMPLOYER	30,500.00	35,250.00	4,750.00		Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
002-051-51028					-
PERS SIDEFUND	-	-	-		-
002-051-51029					-
PERS LS UAL	103,947.37	104,044.62	97.25		Original budget was calculated based on an estimation, increased based on actual cost/trend
002-051-51041					-
LIFE INSURANCE	-	-	-		-
002-051-51043					-
DISABILITY INSURANCE	1,280.00	1,380.00	100.00		Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
002-051-51046					-
OPEB/POST EMP BENEFITS	43,013.43	49,020.00	6,006.57		Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
002-051-51050					-
PENSION EXPENSE-GASB 68	-	-	-		-
002-051-52006					-
RECRUITMENT	3,000.00	3,000.00	-		-
002-051-52007					-
BANK FEES	-	-	-		-
002-051-52009					-
TRAINING	1,500.00	-	(1,500.00)		This account is being consolidated within acct 52014
002-051-52010					-
HEAT,LIGHT,POWER	22,557.00	22,557.00	-		-
002-051-52011					-
ADVERTISING/PRINTING	300.00	-	(300.00)		This account is being consolidated within acct 52012
002-051-52012					-
OFFICE SUPPLIES,POSTAGE	6,427.20	7,000.00	572.80		Increased based on current trend and consolidation of another account
002-051-52013					-
COMMUNICATIONS	1,950.00	1,950.00	-		-
002-051-52014					-
MEETINGS, TRAVEL, CONF.	2,350.00	3,850.00	1,500.00		Increased based on consolidation of another account
002-051-52015					-
PROFESSIONAL/TECH. SVS.	76,705.00	85,000.00	8,295.00		Increased based on current trend and need
002-051-52016					-
INSURANCE	-	-	-		-
002-051-52017					-
WASTE FEES	5,200.00	5,200.00	-		-

002-051-52018				
SPECIAL DEPT. SUPPLIES	83,362.00	57,000.00	(26,362.00)	Permit fees were originally budgeted within this account, expensed within account 52015. Decreased based on this change.
002-051-52019				-
MISC. DUES & SUBSCRIPT.	2,525.00	2,525.00	-	-
002-051-52024				-
PROPERTY TAXES	640.00	640.00	-	-
002-051-52045				-
IT	3,000.00	3,000.00	-	-
002-051-53020				-
VEHICLE OPERATION	20,400.00	36,000.00	15,600.00	Increased based on current trend and to include the cost of a repair of the backhoe's transmission
002-051-53022				-
OFFICE EQUIP. OPERATION	-	-	-	-
002-051-54023				-
BUILDING OPERATION	-	-	-	-
002-051-55023				-
EXP-SMALL CLAIMS	-	100.00	100.00	Increased based on the need to always have a small amount budgeted for this account
002-051-55024				-
RENTALS-REFUNDS	7,760.00	2,000.00	(5,760.00)	Original budget included the lease expense for vehicles, decreased as lease expense has been reclassified to correct account
002-051-55100				-
CCP	184,081.00	184,081.00	-	-
002-051-55101				-
REFUNDS	880.00	2,500.00	1,620.00	Increased based on actual refunds issued
002-051-55102				-
BAWA	352,100.00	352,100.00	-	-
002-051-56025				-
DEPRECIATION	135,000.00	132,000.00	(3,000.00)	Decreased based on analysis of asset schedule
002-051-56027				-
CAPITAL IMPROVEMENT	4,500.00	194,500.00	190,000.00	Increased due to purchase of SCADA upgrade and Clarke St. flow meter
002-051-56028				-
CAPITAL EQUIPMENT	90,000.00	-	(90,000.00)	Price of sewer camera is higher than anticipated, not pursuing the purchase at this time.
002-051-56029				-
CAPITAL EQUIP. REPLACE.	-	-	-	-
002-051-56500				-
INTEREST	-	-	-	-
002-051-57000				-
LEASE PRINCIPAL	-	5,400.00	5,400.00	Increased based on lease expense for two leased vehicles, was originally budgeted within Rentals-Refunds
002-051-57001				-

LEASE INTEREST	-	-	-	-
002-051-59999				
TRANS OUT	100,000.00	100,000.00		
Grand Total	1,638,552.54	1,772,375.67	133,823.13	Sewer Fund expenses would increase by \$133,823.13 if the proposed adjustments are approved. The increase is due to increased capital spending, vehicle operations spending and the results from correcting the budgeting for personnel costs.

SEWER FUND SUMMARY

Revenue

23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
1,288,400.00	1,600,232.40	311,832.40	The increase in budgeted revenue is mainly due to increased service collections, interest earnings and BAWA reimbursements.

Expenses

23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
1,638,552.54	1,772,375.67	133,823.13	The increase in budgeted expenses is mainly due to increased capital spending, vehicle operations spending and personnel costs.

Fund Balance Used this FY

23-24 Mid-Year Revenue	23-24 Mid-Year Expenses	Addition to/(Use) of Fund Balance	COMMENTARY
1,600,232.40	1,772,375.67	(172,143.27)	Addition to fund balance or use of fund balance in a given year is a function of revenue and expenses. The proposed mid-year budget adjustments result in the use of \$172,143.27 of the Sewer Fund balance. The Sewer Fund balance at the start of FY 23-24 was \$2,991,917.

Capital Expenses this FY

23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
94,500.00	194,500.00	100,000.00	The proposed mid-year budget adjustments result in an increase in capital spending in the amount of \$100,000. Capital improvement increased by \$190,000 and capital equipment decreased by \$90,000.

Operating Budget this FY

23-24 Mid-Year Operating Revenue	23-24 Mid-Year Operating Expenses	Operating Surplus/(Deficit)	COMMENTARY
1,600,232.40	1,477,875.67	122,356.73	The budget adjustments proposed for the Sewer Fund result in an operating surplus in the amount of \$122,356.73.

GENERAL FUND REVENUE

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
001-000-31010				-
PROPERTY TAXES SECURED	540,000.00	540,000.00	-	-
001-000-31020				-
PROPERTY TAXES UNSECURED	45,000.00	45,000.00	-	-
001-000-31030				-
PROPERTY TAXES PRIOR YR.	10,000.00	6,000.00	(4,000.00)	Difficult to forecast, budgeting conservatively
001-000-31031				-
PROP TAXES UNSECURED PRIOR YR.	-	-	-	-
001-000-31050				-
PROPERTY TAX HOMEOWNERS	1,000.00	2,200.00	1,200.00	Should exceed original budget figure
001-000-31060				-
PROP TAX MISC	21,000.00	21,000.00	-	-
001-000-31065				-
VLF SWAP/PROP TX IN LIEU	350,000.00	350,000.00	-	-
001-000-31066				-
VEHICLE LIC FEE IN EXCESS	3,700.00	3,700.00	-	-
001-000-31120				-
SALES TAX	5,000,000.00	5,000,000.00	-	-
001-000-31126				-
DWP WTR AGREEMENT PAYMNT	232,799.00	232,799.00	-	-
001-000-31128				-
SALES TX 1/2%-PUBLIC SAF	10,000.00	15,000.00	5,000.00	Based on historical trend, should expect more than initially budgeted
001-000-31130				-
TRANSIENT OCCUPANCY TAX	2,750,000.00	3,100,000.00	350,000.00	Based on historical and current trend, should expect more than initially budgeted
001-000-31131				-
TOT PENALTIES	-	-	-	-
001-000-31132				-
TOT PRIOR YR	-	200,000.00	200,000.00	Increased due to FY 22-23 audit findings
001-000-31150				-
REAL PROPERTY TRANSFER	8,500.00	10,000.00	1,500.00	Should exceed original budget figure
001-000-32010				-
BUSINESS LICENSES	62,000.00	62,000.00	-	-
001-000-32011				-
BL PENALTIES	-	-	-	-
001-000-32015				-

SHORT-TERM RENTALS	1,500.00	2,250.00	750.00	Based on current trend, should expect more than initially budgeted
001-000-32020				-
SB 1186/ADA	-	-	-	-
001-000-32021				-
SB 813	-	-	-	-
001-000-32030				-
PARKING PERMITS	3,400.00	5,000.00	1,600.00	Based on historical and current trend, should expect more than initially budgeted
001-000-32035				-
TENTATIVE MAP PERMITS	-	-	-	-
001-000-32040				-
USE PERMITS	3,500.00	3,000.00	(500.00)	Based on historical and current trend, should expect less than initially budgeted
001-000-32041				-
ENVIRONMENTAL APP FEE	3,500.00	1,000.00	(2,500.00)	Based on historical and current trend, should expect less than initially budgeted
001-000-32050				-
BUILDING PERMITS	90,000.00	110,000.00	20,000.00	Based on historical and current trend, should expect more than initially budgeted
001-000-32051				-
PLAN CHECK FEE	3,300.00	500.00	(2,800.00)	Based on current actuals, should expect less than initially budgeted
001-000-32080				-
ELECTRICAL FRANCHISE	32,000.00	32,000.00	-	-
001-000-32081				-
CELL TOWER FRANCHISE	31,500.00	42,000.00	10,500.00	Per franchise agreement, one franchisee is required to pay \$3,500/month
001-000-32090				-
TV FRANCHISE	10,000.00	10,000.00	-	-
001-000-33010				-
INTEREST ON BANK DEPOSITS	11,000.00	220,000.00	209,000.00	Initially budgeted conservatively due to lack of clarity on direction of interest rates. Due to current investment returns and projected changes (lack of changes) in interest rates, increasing budget to realistic target.
001-000-33020				-
RENTAL OF REAL PROPERTY	100,000.00	100,000.00	-	-
001-000-33021				-
INTEREST - GASB 87	-	-	-	-

001-000-34010				-
MOTOR VEHICLE IN LIEU	-	-	-	-
001-000-34015				-
MTR VEH LIC FEE 11005.7	-	-	-	-
001-000-34040				-
REIMB. HIGHWAY SWEEPING	53,000.00	53,000.00	-	-
001-000-34041				-
HWY 6 TRASH	45,000.00	45,000.00	-	-
001-000-34045				-
RSTP	-	-	-	-
001-000-34046				-
DOC/RECYCLING GRANT	5,000.00	-	(5,000.00)	Initially budgeted with the understanding that grant revenue was due to City. After review with staff, this grant revenue is not due to City this FY.
001-000-34047				-
REIMB FROM BUSD	-	-	-	-
001-000-34049				-
DWP TREE SPONSORSHIP	-	-	-	-
001-000-34050				-
MISC REVENUE CAPTIAL REPLACE	31,331.00	31,331.00	-	-
001-000-34079				-
FIRE EMS FUNDING	10,500.00	12,500.00	2,000.00	City has already received a payment exceeding its initial budget figure
001-000-34080				-
REIMB. RFD W/COMP.	-	-	-	-
001-000-34081				-
SALARY REIMB FRM RF DIST	-	-	-	-
001-000-34082				-
MISC REIM FROM RF DIST	-	-	-	-
001-000-34083				-
FIRE INSPECTION FEES	15,000.00	2,000.00	(13,000.00)	Based on current actuals, should expect less than initially budgeted
001-000-34094				-
LOCAL RESPONSE_STANDBY	1,000.00	1,000.00	-	-
001-000-34095				-
STRIKE TEAM	120,000.00	82,320.00	(37,680.00)	Based on current actuals, should expect less than initially budgeted
001-000-34110				-
COURT RESTITUTIONS	500.00	-	(500.00)	Based on current actuals, should expect less than initially budgeted

001-000-34111				-
ORDINANCE ENFORCEMENT	-	-	-	-
001-000-34116				-
DOJ-BULLET PRF VEST GRNT	2,000.00	-	(2,000.00)	Initially budgeted with the understanding that grant revenue was due to City. After review with staff, this grant revenue is not due to City this FY.
001-000-34120				-
PEACE OFFICERS TRAINING	18,000.00	9,500.00	(8,500.00)	Difficult to forecast, correlated to actual training completed by staff. Due to current actuals and projected training to be completed this FY, should expect less than initially budgeted.
001-000-34121				-
RAN REIMB	10,000.00	6,000.00	(4,000.00)	Based on historical and current trend, should expect less than initially budgeted
001-000-34122				-
DVROS-STATE	-	-	-	-
001-000-34124				-
BUDGET ACT 2013/LAW ENF	-	-	-	-
001-000-34125				-
PARKING CITATIONS	6,000.00	6,000.00	-	-
001-000-34126				-
TOW FEE	1,765.00	2,630.00	865.00	Based on historical and current trend, should expect more than initially budgeted
001-000-34135				-
MANDATED COSTS REIMB	-	5,000.00	5,000.00	Due to new PD process being implemented, should expect more than initially budgeted
001-000-34140				-
DISPATCH CONTRACTS	7,200.00	6,000.00	(1,200.00)	Based on actual agreement, should expect less than initially budgeted
001-000-34141				-
PD Grants	-	121,460.95	121,460.95	City received Tobacco Grant reimbursement for expenses billed to State last FY. Should expect more than initially budgeted.
001-000-34142				-
PD OFFICER WELLNESS GRANT	-	-	-	-
001-000-34145				-
4850 PAY REIMB	-	-	-	-
001-000-34160				-
911 REIM-STATE	-	-	-	-

001-000-35020				-
STRONG MOTION INST. PROG	1,000.00	500.00	(500.00)	Both revenues and expenses are earned/incurred within this account. Ending balance will be a low amount due to use of account.
001-000-35060				-
CBSC/BLDG PERMIT	250.00	200.00	(50.00)	Both revenues and expenses are earned/incurred within this account. Ending balance will be a low amount due to use of account.
001-000-36010				-
SALE OF PERSONAL PROP.	-	-	-	-
001-000-36020				-
INS. REFUNDS & DIVIDENDS	-	-	-	-
001-000-36025				-
FORFEITURE OF DEPOSITS	-	-	-	-
001-000-36030				-
MISCELLANEOUS REVENUE	13,700.00	15,000.00	1,300.00	Based on historical and current trend, should expect more than initially budgeted
001-000-36031				-
RETIREE MED COPAY	3,100.00	3,500.00	400.00	Based on historical and current trend, should expect more than initially budgeted
001-000-36040				-
FINGERPRINTING & REPORTS	25,000.00	23,500.00	(1,500.00)	Based on historical and current trend, should expect less than initially budgeted
001-000-36041				-
SUBPOENAS	-	-	-	-
001-000-36042				-
AB109/REALIGNMENT	50,000.00	50,000.00	-	-
001-000-36070				-
CIVIC ARTS	-	-	-	-
001-000-36074				-
SUMMER PROGRAM TUITION	61,500.00	40,000.00	(21,500.00)	Based on current trend, should expect less than initially budgeted
001-000-36075				-
KIND ACTIVITY FEE	-	-	-	-
001-000-36076				-
KIND TUITION	-	-	-	-
001-000-36077				-
ASP ACTIVITY FEE	-	-	-	-
001-000-36078				-

AFTER SCHOOL PROGRAM	98,000.00	92,000.00	(6,000.00)	Based on current trend, should expect less than initially budgeted
001-000-36079				-
GYMNASTICS CLUB	-	-	-	-
001-000-36089				-
CHILDRENS DAY OF ARTS	-	-	-	-
001-000-37010				-
SPECIAL EVENT INSURANCE	-	-	-	-
001-000-39240				-
TENNIS	-	-	-	-
001-000-39250				-
SOFTBALL	16,000.00	16,000.00	-	-
001-000-39251				-
SOCER	5,560.00	4,375.00	(1,185.00)	Based on current trend, should expect less than initially budgeted
001-000-39255				-
VOLLEYBALL	-	-	-	-
001-000-39260				-
BASKETBALL	-	-	-	-
001-000-39270				-
AEROBIC,DANCE,ZUMBA	500.00	640.00	140.00	Based on current trend, should expect more than initially budgeted
001-000-39275				-
FACILITY RENTAL FEE	4,000.00	2,000.00	(2,000.00)	Based on current trend, should expect less than initially budgeted
001-000-39278				-
TREE DEDICATION	-	-	-	-
001-000-39280				-
YOUTH PROGRAM	3,200.00	2,800.00	(400.00)	Based on current trend, should expect less than initially budgeted
001-000-39281				-
GYMNASTICS	21,000.00	21,000.00	-	-
001-000-39283				-
PAGEANT	-	-	-	-
001-000-39289				-
POOL-LIFEGRD RECERT	-	-	-	-
001-000-39290				-
POOL-PUBLIC SWIM	20,000.00	23,500.00	3,500.00	Based on historical and current trend, should expect more than initially budgeted
001-000-39291				-
POOL RENTALS	15,000.00	15,000.00	-	-

001-000-39292				-
POOL-SWIM LESSONS	24,000.00	24,000.00	-	-
001-000-39293				-
POOL-CONCESSIONS	1,800.00	2,400.00	600.00	Based on current trend, should expect more than initially budgeted
001-000-39294				-
POOL-WATER FITNESS	5,000.00	7,900.00	2,900.00	Based on historical and current trend, should expect more than initially budgeted
001-000-39297				-
YOUTH ATHLETICS	500.00	500.00	-	-
001-000-39298				-
ADULT ATHLETICS	-	-	-	-
001-000-39510				-
FROM LOCAL AGENCY	-	-	-	-
001-000-39610				-
PROCEEDS FROM LITIGATION	-	-	-	-
001-000-39710				-
FINES & FOREFEITURES	4,500.00	300.00	(4,200.00)	Based on current trend, should expect less than initially budgeted
001-000-39722				-
TUT MEASURE A	-	-	-	-
001-000-39812				-
GAIN ON SALE	-	-	-	-
001-000-39925				-
CITY COST PLAN	-	-	-	-
001-000-39990				-
OTHER FINANCE SOURCES	-	-	-	-
001-000-39995				-
CITY COST PLAN	-	-	-	-
001-000-39999				-
REVENUE-TRANS IN	500,000.00	500,000.00	-	Transfer from Fund 010 (TUT), into the General Fund to support Community Services operations
001-000-40000				-
Caltrans Sustainable Grant	-	-	-	-
001-000-40001				-
SB2 Housing & Community	-	-	-	-
001-000-40002				-
PROP 68 Green	100,000.00	100,000.00	-	-
001-000-40003				-
Playground Grant	-	-	-	-

001-000-40004	-	-	-	-
COVID-19 Funding	-	-	-	-
001-000-40005	-	-	-	-
LEAP GRANT	-	-	-	-
001-000-40006	-	-	-	-
REAP GRANT	-	-	-	-
001-000-40007	-	-	-	-
CDBG CV2-3	-	-	-	-
001-000-40008	-	-	-	-
URBAN GREENING GRANT	-	-	-	-
Grand Total	10,623,605.00	11,442,305.95	818,700.95	General Fund budgeted revenue, including budgeted grant revenue, would increase by \$818,700.95 if the proposed adjustments are approved.

GENERAL FUND EXPENSES

City Council

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
001-010-51001				-
SALARIES-FULL TIME	33,000.00	33,500.00	500.00	Slight adjustment to the account to ensure we don't exceed due to year end accruals
001-010-51006				-
VISION	550.00	575.00	25.00	Slight adjustment to the account to ensure we don't exceed due to year end accruals
001-010-51007				-
HEALTH INSURANCE	76,250.00	76,250.00	-	-
001-010-51008				-
DENTAL INSURANCE	6,300.00	6,750.00	450.00	Slight adjustment to the account to ensure we don't exceed due to year end accruals
001-010-51010				-
WORKERS COMPENSATION	-	-	-	-
001-010-51011				-
MEDICARE TAX	450.00	450.00	-	-
001-010-51017				-
PARS-ARS	460.00	460.00	-	-
001-010-51024				-
EMPLOYER COMP MATCH	-	-	-	-
001-010-51025				-
RETIREE HEALTH INSURANCE	37,770.00	34,320.00	(3,450.00)	Decreased due to the removal of 5 months of premium cost for one retiree
001-010-51027				-
PERS EMPLOYEE/EMPLOYER	-	-	-	-
001-010-51041				-
LIFE INSURANCE	-	-	-	-
001-010-51042				-
UNEMPLOYMENT INS.	-	1,000.00	1,000.00	Increased based on claims made
001-010-51043				-
DISABILITY INSURANCE	640.00	640.00	-	-
001-010-51046				-
OPEB/POST EMP BENEFITS	-	-	-	-
001-010-52009				-
TRAINING	500.00	500.00	-	-
001-010-52011				-
ADVERTISING/PRINTING	790.00	790.00	-	-
001-010-52012				-

OFFICE SUPPLIES,POSTAGE	300.00	300.00	-	-
001-010-52013				-
COMMUNICATIONS	1,100.00	1,500.00	400.00	Increased based on actual trend
001-010-52014				-
MEETINGS, TRAVEL, CONF.	11,000.00	15,400.00	4,400.00	Increased based on projected cost
001-010-52015				-
PROFESSIONAL/TECH. SVS.	9,000.00	9,000.00	-	-
001-010-52016				-
INSURANCE	750.00	750.00	-	-
001-010-52018				-
SPECIAL DEPT. SUPPLIES	3,220.00	7,800.00	4,580.00	Staff holiday party was not budgeted within the original budget
001-010-52019				-
MISC. DUES & SUBSCRIPT.	3,450.00	3,450.00	-	-
001-010-52030				-
ESCOG	25,000.00	25,000.00	-	-
001-010-52045				-
IT	5,900.00	5,600.00	(300.00)	Slight decrease based on actual trend
001-010-55100				-
CCP	(35,419.90)	(35,419.90)	-	-
001-010-56028				-
CAPITAL EQUIPMENT	-	-	-	-
Grand Total	181,010.10	188,615.10	7,605.00	City Council expenses would increase by \$7,605.00 if the proposed adjustments are approved. The increase is substantially due to the cost of the staff holiday party and meetings, travel, conference.

Administration

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
001-011-51001				-
SALARIES-FULL TIME	378,573.00	371,043.00	(7,530.00)	Decreased due to billing portion of staff time pursuant to JPA w/ RFPD
001-011-51002				-
SALARIES/PART-TIME	-	280.64	280.64	Increased to cover portion of J Ortiz PT wages prior to full time status
001-011-51004				-
OVERTIME WAGES	-	500.00	500.00	Increased to cover potential OT for J Ortiz City Council meetings for Clerk coverage training
001-011-51006				-
VISION	541.00	565.00	24.00	Increased due to new enrollment
001-011-51007				-
HEALTH INSURANCE	46,100.00	34,770.00	(11,330.00)	Decreased due to billing portion of staff time pursuant to JPA w/ RFPD. Also, removal of enrollee at mid-year.
001-011-51008				-
DENTAL INSURANCE	5,514.00	5,440.00	(74.00)	Decreased due to billing portion of staff time pursuant to JPA w/ RFPD
001-011-51010				-
WORKERS COMPENSATION	8,680.98	8,432.93	(248.05)	Decreased due to billing portion of staff time pursuant to JPA w/ RFPD
001-011-51011				-
MEDICARE TAX	5,489.31	5,319.00	(170.31)	Decreased due to billing portion of staff time pursuant to JPA w/ RFPD
001-011-51013				-
HOLIDAY PAYOUT	-	-	-	-
001-011-51016				-
CAR ALLOWANCE	-	-	-	-
001-011-51017				-
PARS-ARS	-	-	-	-
001-011-51022				-
P.A.R.S SYSTEM	35,450.00	47,153.00	11,703.00	All P.A.R.S System accounts with qualifying staff are increasing at mid-year. The reason for the increase is to contribute for this pension plan at the actuarially determined contribution rate.
001-011-51023				-

PARS 115 TRUST	4,405.07	-	(4,405.07)	All PARS 115 Trust accounts with qualifying staff are brought to zero at mid-year. PARS 115 Trust contributions are not operating expenses and will not be budgeted or expensed in these accounts moving forward.
001-011-51024				-
EMPLOYER COMP MATCH	7,580.00	6,990.00	(590.00)	Decreased due to billing portion of staff time pursuant to JPA w/ RFPD
001-011-51025				-
RETIREE HEALTH INSURANCE	58,200.00	58,200.00	-	-
001-011-51027				-
PERS EMPLOYEE/EMPLOYER	61,000.00	62,430.00	1,430.00	Increased based on J Currie compensation increase
001-011-51028				-
PERS SIDEFUND	-	-	-	-
001-011-51029				-
PERS LS UAL	128,028.96	128,148.73	119.77	Initial budget was an estimate of cost, increased to bring budget amount to actual cost.
001-011-51041				-
LIFE INSURANCE	305.00	-	(305.00)	Life insurance is expensed within the disability insurance account
001-011-51042				-
UNEMPLOYMENT INS.	5,000.00	8,000.00	3,000.00	Increased based on potential for additional claim to be made
001-011-51043				-
DISABILITY INSURANCE	1,800.00	1,987.00	187.00	Increased to cover life insurance cost
001-011-51046				-
OPEB/POST EMP BENEFITS	74,409.40	80,360.00	5,950.60	Increased to cover new enrollee. J Ortiz PT to FT
001-011-52000				-
SETTLEMENTS	-	-	-	-
001-011-52006				-
RECRUITMENT	-	-	-	-
001-011-52008				-
ADMINISTRATION FEES	26,000.00	22,000.00	(4,000.00)	Decreased based on historical and actual trend
001-011-52009				-
TRAINING	1,600.00	4,000.00	2,400.00	Increased to accommodate staff interest in training

001-011-52011				-
ADVERTISING/PRINTING	1,500.00	1,500.00	-	-
001-011-52012				-
OFFICE SUPPLIES, POSTAGE	23,600.00	18,500.00	(5,100.00)	Decreased based on actual trend and need
001-011-52013				-
COMMUNICATIONS	3,150.00	3,000.00	(150.00)	Decreased based on actual trend
001-011-52014				-
MEETINGS, TRAVEL, CONF.	6,000.00	8,400.00	2,400.00	Increased based on including City Clerk upcoming travel costs
001-011-52015				-
PROFESSIONAL/TECH. SVS.	45,000.00	113,065.00	68,065.00	Increased to include the cost of EMS cost share and the cost of conducting a cannabis vendor audit
001-011-52016				-
INSURANCE	-	-	-	-
001-011-52017				-
MISC INSURANCE	-	-	-	-
001-011-52018				-
SPECIAL DEPT. SUPPLIES	14,500.00	12,000.00	(2,500.00)	Decreased based on actual trend and need
001-011-52019				-
MISC. DUES & SUBSCRIPT.	2,000.00	2,000.00	-	-
001-011-52045				-
IT	23,500.00	18,000.00	(5,500.00)	Decreased based on actual trend and need
001-011-52126				-
SENIOR DISC/WTR-SWR PRGM	7,000.00	7,000.00	-	-
001-011-53020				-
VEHICLE OPERATION	2,000.00	2,000.00	-	-
001-011-53022				-
OFFICE EQUIP. OPERATION	-	-	-	-
001-011-55024				-
RENTALS	8,000.00	4,000.00	(4,000.00)	Decreased based on termination of lease agreement
001-011-55099				-
CONTINGENCY	35,000.00	35,000.00	-	-
001-011-55100				-
CCP	(166,916.37)	(166,916.37)	-	-
001-011-56028				-
CAPITAL EQUIPMENT	-	-	-	-

Grand Total	853,010.35	903,167.93	50,157.58	Administration expenses would increase by \$50,157.58 if the proposed adjustments are approved. The increase is due to the addition of the cost of EMS cost share. Excluding the cost of EMS cost share, Administration expenses would be decreased by \$14,407.42
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Finance

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
001-012-51001				-
SALARIES-FULL TIME	137,700.00	135,377.62	(2,322.38)	Decreased due to billing portion of staff time pursuant to JPA w/ RFPD
001-012-51002				-
SALARIES/PART-TIME	-	280.63	280.63	Increased to cover portion of J Ortiz PT wages prior to full time status
001-012-51004				-
OVERTIME WAGES	-	500.00	500.00	Increased to cover potential OT for J Ortiz City Council meetings for Clerk coverage training
001-012-51006				-
VISION	295.00	313.00	18.00	Increased based on current trend
001-012-51007				-
HEALTH INSURANCE	29,930.00	28,390.00	(1,540.00)	Decreased based on current trend
001-012-51008				-
DENTAL INSURANCE	3,086.00	3,360.00	274.00	Increased based current trend
001-012-51010				-
WORKERS COMPENSATION	3,720.42	3,596.39	(124.03)	Decreased based on actual cost incurred
001-012-51011				-
MEDICARE TAX	1,996.65	1,975.66	(20.99)	Decreased due to billing portion of staff time pursuant to JPA w/ RFPD
001-012-51013				-
HOLIDAY PAYOUT	-	-	-	-
001-012-51017				-
PARS-ARS	-	-	-	-
001-012-51023				-
PARS 115 TRUST	6.43	-	(6.43)	All PARS 115 Trust accounts with qualifying staff are brought to zero at mid-year. PARS 115 Trust contributions are not operating expenses and will not be budgeted or expensed in these accounts moving forward.
001-012-51024				-
EMPLOYER COMP MATCH	2,672.00	1,336.00	(1,336.00)	Decreased due to actual trend
001-012-51025				-
RETIREE HEALTH INSURANCE	9,820.00	9,800.00	(20.00)	Decreased due to actual trend
001-012-51027				-
PERS EMPLOYEE/EMPLOYER	20,414.47	20,394.47	(20.00)	Decreased based on actual trend

001-012-51029					-
PERS LS UAL	186.78	186.95	0.17	Increased based on actual cost incurred	-
001-012-51041					-
LIFE INSURANCE	-	-	-	Life insurance is expensed within the disability insurance account	-
001-012-51042					-
UNEMPLOYMENT INS.	-	-	-		-
001-012-51043					-
DISABILITY INSURANCE	720.00	810.00	90.00	Increased to cover life insurance cost	-
001-012-51046					-
OPEB/POST EMP BENEFITS	15,553.96	29,256.05	13,702.09	Increased to cover new enrollee. J Ortiz PT to FT. Also, based on current trend at contribution rate.	-
001-012-52007					-
BANK FEES	15,600.00	16,800.00	1,200.00	Increased based on current trend	-
001-012-52009					-
TRAINING	2,000.00	1,000.00	(1,000.00)	Decreased based on current trend	-
001-012-52011					-
ADVERTISING/PRINTING	200.00	200.00	-		-
001-012-52012					-
OFFICE SUPPLIES, POSTAGE	5,400.00	5,200.00	(200.00)	Decreased based on actual trend	-
001-012-52013					-
COMMUNICATIONS	100.00	100.00	-		-
001-012-52014					-
MEETINGS, TRAVEL, CONF.	2,000.00	2,000.00	-		-
001-012-52015					-
PROFESSIONAL/TECH. SVS.	73,500.00	81,500.00	8,000.00	Increased due to increased cost of FY 22-23 audit (expanded TOT audit)	-
001-012-52018					-
SPECIAL DEPT. SUPPLIES	2,200.00	2,200.00	-		-
001-012-52019					-
MISC. DUES & SUBSCRIPT.	600.00	600.00	-		-
001-012-52045					-
IT	43,714.00	30,000.00	(13,714.00)	Decreased based on current trend	-
001-012-53022					-
OFFICE EQUIP. OPERATION	-	-	-		-
001-012-55100					-
CCP	(59,243.35)	(59,243.35)	-		-
001-012-56028					-
CAPITAL EQUIPMENT	-	-	-		-
001-012-56029					-

CAPITAL EQUIP. REPLACE.	-	-	-	-
Grand Total	312,172.36	315,933.42	3,761.06	Finance expenses would increase by \$3,761.06 if the proposed adjustments are approved. The increase is due to increased OPEB and professional services costs.

Treasurer

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
001-013-51001				-
SALARIES-FULL TIME	1,820.00	1,825.00	5.00	-
001-013-51006				-
VISION	-	-	-	-
001-013-51007				-
HEALTH INSURANCE	-	-	-	-
001-013-51008				-
DENTAL INSURANCE	-	-	-	-
001-013-51010				-
WORKERS COMPENSATION	-	-	-	-
001-013-51011				-
MEDICARE TAX	26.39	26.24	(0.15)	-
001-013-51017				-
PARS-ARS	25.00	23.52	(1.48)	-
001-013-51041				-
LIFE INSURANCE	-	-	-	-
001-013-52045				-
IT	30.00	30.00	-	-
Grand Total	1,901.39	1,904.76	3.37	-

Legal

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
001-014-51012				-
CONTRACT SALARY	-	-	-	-
001-014-51041				-
LIFE INSURANCE	-	-	-	-
001-014-52015				-
PROFESSIONAL/TECH. SVS.	165,000.00	165,000.00	-	-
001-014-55040				-
LITIGATION SERVICES	20,000.00	62,000.00	42,000.00	Increased due to forecasted actual need
001-014-55100				-
CCP	(27,003.11)	(27,003.11)	-	-
Grand Total	157,996.89	199,996.89	42,000.00	Legal expenses would increase by \$42,000.00 if the proposed adjustments are approved. The increase is due to increased litigation costs.

Insurance

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
001-015-51041				-
LIFE INSURANCE	-	-	-	-
001-015-52008				-
ADMINISTRATION FEES	-	-	-	-
001-015-52016				-
INSURANCE	364,000.00	364,000.00	-	-
001-015-55100				-
CCP	(59,570.50)	(59,570.50)	-	-
Grand Total	304,429.50	304,429.50	-	-

Buildings and Grounds

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
001-016-51001				-
SALARIES-FULL TIME	-	-	-	-
001-016-51002				-
SALARIES/PART-TIME	56,160.00	56,160.00	-	-
001-016-51004				-
OVERTIME WAGES	-	-	-	-
001-016-51006				-
VISION	-	-	-	-
001-016-51007				-
HEALTH INSURANCE	-	-	-	-
001-016-51008				-
DENTAL INSURANCE	-	-	-	-
001-016-51010				-
WORKERS COMPENSATION	-	-	-	-
001-016-51011				-
MEDICARE TAX	814.32	970.00	155.68	Increased due to incorrect initial estimate
001-016-51017				-
PARS-ARS	460.00	770.00	310.00	Increased due to incorrect initial estimate
001-016-51022				-
P.A.R.S SYSTEM	-	-	-	-
001-016-51023				-
PARS 115 TRUST	26.34	-	(26.34)	All PARS 115 Trust accounts with qualifying staff are brought to zero at mid-year. PARS 115 Trust contributions are not operating expenses and will not be budgeted or expensed in these accounts moving forward.
001-016-51024				-
EMPLOYER COMP MATCH	-	-	-	-
001-016-51025				-
RETIREE HEALTH INSURANCE	-	-	-	-
001-016-51027				-
PERS EMPLOYEE/EMPLOYER	-	-	-	-
001-016-51028				-
PERS SIDEFUND	-	-	-	-
001-016-51029				-
PERS LS UAL	765.42	766.14	0.72	Increased based on actual cost incurred
001-016-51041				-

LIFE INSURANCE	-	-	-	-	-
001-016-51042					-
UNEMPLOYMENT INS.	-	-	-	-	-
001-016-51043					-
DISABILITY INSURANCE	150.00	-	(150.00)		No full-time staff expensed within buildings and grounds
001-016-51046					-
OPEB/POST EMP BENEFITS	-	-	-		-
001-016-52010					-
HEAT, LIGHT, POWER	50,000.00	60,000.00	10,000.00		Increased based on current trend
001-016-52011					-
ADVERTISING/PRINTING	250.00	250.00	-		-
001-016-52013					-
COMMUNICATIONS	5,300.00	6,300.00	1,000.00		Initial estimate was incorrect. Prior year did not include a full year of VOIP expense, only partial year
001-016-52015					-
PROFESSIONAL/TECH. SVS.	8,000.00	8,000.00	-		-
001-016-52017					-
WASTE FEES	2,350.00	3,200.00	850.00		Originally budgeted with the intention of cutting costs. Increased based on actual trend.
001-016-52018					-
SPECIAL DEPT. SUPPLIES	7,200.00	6,300.00	(900.00)		Decreased based on actual trend
001-016-52024					-
PROPERTY TAXES	193.00	193.00	-		-
001-016-52045					-
IT	1,000.00	1,000.00	-		-
001-016-53020					-
VEHICLE OPERATION	7,000.00	6,780.00	(220.00)		Decreased based on actual trend/needs
001-016-54023					-
BUILDING OPERATION	15,000.00	11,000.00	(4,000.00)		Decreased based on actual trend/needs
001-016-55065					-
TREE STREETSCAPE PRGM	3,386.00	3,386.00	-		-
001-016-56027					-
CAPITAL IMPROVEMENT	17,000.00	17,300.59	300.59		Increased to cover actual cost of Council Chambers microphone improvements/replacements
001-016-56028					-
CAPITAL EQUIPMENT	-	-	-		-
001-016-56029					-

CAPITAL EQUIP. REPLACE.	20,000.00	36,000.00	16,000.00	Increased for courtroom carpet replacement
001-016-57000				-
LEASE EXPENSE	7,000.00	9,950.00	2,950.00	Increased based on the actual cost. Capital cost reduction was not considered when creating the original budget.
Grand Total	202,055.08	228,325.73	26,270.65	Buildings and Grounds expenses would increase by \$26,270.65 if the proposed adjustments are approved. The increase is due to the proposed courtroom carpet replacement, increase in lease expense and increase in utilities cost.

IT

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
001-017-51041				-
LIFE INSURANCE	-	-	-	-
001-017-52015				-
PROFESSIONAL/TECH. SVS.	50,880.00	52,100.00	1,220.00	Addition of Granicus Agenda Management
001-017-52018				-
SPECIAL DEPT. SUPPLIES	-	-	-	-
001-017-55100				-
CCP	(8,326.78)	(8,326.78)	-	-
001-017-56028				-
CAPITAL EQUIPMENT	-	-	-	-
Grand Total	42,553.22	43,773.22	1,220.00	IT expenses would increase by \$1,220.00 if the proposed adjustments are approved. The increase is due to the addition of the Granicus Agenda Management service.

Elections

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
001-018-51041				-
LIFE INSURANCE	-	-	-	-
001-018-52009				-
TRAINING	-	-	-	-
001-018-52011				-
ADVERTISING/PRINTING	-	100.00	100.00	Increased due to staff request
001-018-52012				-
OFFICE SUPPLIES,POSTAGE	-	100.00	100.00	Increased due to staff request
001-018-52014				-
MEETINGS, TRAVEL, CONF.	-	-	-	-
001-018-52015				-
PROFESSIONAL/TECH. SVS.	1,500.00	1,500.00	-	-
001-018-52018				-
SPECIAL DEPT. SUPPLIES	-	-	-	-
Grand Total	1,500.00	1,700.00	200.00	-

Community Promotions

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
001-019-51041				-
LIFE INSURANCE	-	-	-	-
001-019-52113				-
LAWS MUSEUM	-	-	-	-
001-019-52119				-
CIVIC ARTS	-	-	-	-
001-019-52120				-
SENIOR LEGAL PROGRAM	-	-	-	-
001-019-52121				-
ESAAA/SENIOR PROGRAM	-	-	-	-
001-019-52125				-
TRI COUNTY FAIR/CHSRA	-	-	-	-
001-019-52126				-
SENIOR DISC/WTR-SWR PRGM	-	-	-	-
001-019-52128				-
BOY SCOUTS	-	-	-	-
001-019-52129				-
VFD FIREWORKS SHOW	-	-	-	-
001-019-52130				-
ECONOMIC DEVELOPMENT	125,000.00	125,000.00	-	-
001-019-52131				-
COMMUNITY SUPPORT	56,000.00	47,100.00	(8,900.00)	Decreased due to unawarded Grant in Support funding
Grand Total	181,000.00	172,100.00	(8,900.00)	-

Police Department

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
001-020-51001				-
SALARIES-FULL TIME	1,727,860.00	1,727,860.00	-	-
001-020-51002				-
SALARIES/PART-TIME	48,200.00	41,000.00	(7,200.00)	Decreased based on actual trend
001-020-51003				-
RESERVES-PART/TIME	2,500.00	2,000.00	(500.00)	Decreased based on actual trend
001-020-51004				-
OVERTIME WAGES	100,000.00	100,000.00	-	-
001-020-51005				-
SALARY-WATCH COMMAND	5,200.00	3,800.00	(1,400.00)	Decreased based on actual trend
001-020-51006				-
VISION	3,150.00	3,150.00	-	-
001-020-51007				-
HEALTH INSURANCE	381,404.71	402,000.00	20,595.29	Originally budgeted based on an estimate of premium increase, actual increase was slightly higher than estimated
001-020-51008				-
DENTAL INSURANCE	31,090.00	31,000.00	(90.00)	Decreased based on actual trend
001-020-51010				-
WORKERS COMPENSATION	156,702.17	156,702.17	-	-
001-020-51011				-
MEDICARE TAX	27,623.68	27,600.00	(23.68)	Decreased based on decrease of part time wages
001-020-51013				-
HOLIDAY PAYOUT	-	-	-	-
001-020-51014				-
FIELD TRAINING	3,500.00	2,000.00	(1,500.00)	Decreased based on actual trend and plans for remainder of the FY
001-020-51015				-
SHIFT DIFFERENTIAL PAY	21,320.00	23,000.00	1,680.00	Increased based on actual trend
001-020-51017				-
PARS-ARS	2,465.00	1,200.00	(1,265.00)	Decreased due to decrease in part time wages
001-020-51022				-

P.A.R.S SYSTEM	29,900.00	27,400.00	(2,500.00)	Originally overbudgeted, however, P.A.R.S System increased organization-wide to bring our contribution to the actuarially determined contribution amount. Net decrease.
001-020-51023				-
PARS 115 TRUST	17,353.36	-	(17,353.36)	All PARS 115 Trust accounts with qualifying staff are brought to zero at mid-year. PARS 115 Trust contributions are not operating expenses and will not be budgeted or expensed in these accounts moving forward.
001-020-51024				-
EMPLOYER COMP MATCH	3,500.00	3,500.00	-	-
001-020-51025				-
RETIREE HEALTH INSURANCE	358,100.00	350,000.00	(8,100.00)	Decreased based on actual premiums trending less than original budget estimate
001-020-51027				-
PERS EMPLOYEE/EMPLOYER	400,000.00	422,000.00	22,000.00	Increased based on actual trend
001-020-51028				-
PERS SIDEFUND	-	-	-	-
001-020-51029				-
PERS LS UAL	504,357.66	504,829.48	471.82	Original budget was an estimate, increased to cover the actual cost
001-020-51041				-
LIFE INSURANCE	2,200.00	-	(2,200.00)	Life insurance is expensed within the disability insurance account
001-020-51042				-
UNEMPLOYMENT INS.	2,000.00	2,000.00	-	-
001-020-51043				-
DISABILITY INSURANCE	10,500.00	10,500.00	-	-
001-020-51046				-
OPEB/POST EMP BENEFITS	336,042.44	366,000.00	29,957.56	Original estimate was incorrect, increased based on actual trend
001-020-52006				-
RECRUITMENT	12,000.00	8,500.00	(3,500.00)	Decreased based on actual trend and need
001-020-52009				-
TRAINING	35,000.00	35,000.00	-	-
001-020-52010				-
HEAT,LIGHT,POWER	20,000.00	19,000.00	(1,000.00)	Decreased based on actual trend
001-020-52011				-

ADVERTISING/PRINTING	1,500.00	2,800.00	1,300.00	Increased based on actual trend and need
001-020-52012				-
OFFICE SUPPLIES,POSTAGE	4,200.00	3,100.00	(1,100.00)	Decreased based on actual trend and need
001-020-52013				-
COMMUNICATIONS	32,000.00	36,000.00	4,000.00	Original budget was estimated without accurate figure for accrual period, increased to account for expenses in accrual period
001-020-52014				-
MEETINGS, TRAVEL, CONF.	20,000.00	19,000.00	(1,000.00)	Decreased based on actual trend and need
001-020-52015				-
PROFESSIONAL/TECH. SVS.	13,450.00	18,000.00	4,550.00	Increased based on actual trend and need
001-020-52017				-
WASTE FEES	500.00	350.00	(150.00)	Decreased based on actual trend and need
001-020-52018				-
SPECIAL DEPT. SUPPLIES	40,000.00	31,000.00	(9,000.00)	Decreased based on actual trend and need
001-020-52019				-
MISC. DUES & SUBSCRIPT.	2,700.00	3,800.00	1,100.00	Increased based on actual trend and need
001-020-52021				-
FINGERPRINT FEES	12,500.00	12,500.00	-	-
001-020-52024				-
PROPERTY TAXES	20.00	20.00	-	-
001-020-52045				-
IT	24,200.00	23,300.00	(900.00)	Decreased based on actual trend
001-020-53020				-
VEHICLE OPERATION	35,000.00	35,000.00	-	-
001-020-53022				-
OFFICE EQUIP. OPERATION	-	-	-	-
001-020-54023				-
BUILDING OPERATION	9,000.00	7,500.00	(1,500.00)	Decreased based on actual trend and need
001-020-54024				-
AB 109/REALIGNMENT EXP	50,000.00	50,000.00	-	-
001-020-55040				-
LITIGATION SERVICES	-	-	-	-
001-020-55043				-
LAW ENFORCEMENT GRANT	-	-	-	-
001-020-56027				-
CAPITAL IMPROVEMENT	-	-	-	-
001-020-56028				-
CAPITAL EQUIPMENT	-	-	-	-
001-020-56029				-

CAPITAL EQUIP. REPLACE.	23,000.00	3,190.73	(19,809.27)	Annual payment for body cams and taser package was initially budgeted as capital. This is a lease and not a capital purchase. Payment is being expensed in COPS Fund.
001-020-56033				-
CAPITAL EXPENSE (LEASES)	-	-	-	-
001-020-57000				-
LEASE EXPENSE	33,000.00	35,000.00	2,000.00	Increased based on actual trend. Original budget was low as capital cost reduction was not communicated between departments and not considered when budgeting.
001-020-58040				-
OFFICER WELLNESS GRANT	15,000.00	14,000.33	(999.67)	Decreased based on \$999.67 expensed in prior year
Grand Total	4,558,039.02	4,564,602.71	6,563.69	Police Department expenses would increase by \$6,563.69 if the proposed adjustments are approved. The increase is due health insurance, PERS and OPEB budget increases.

Fire Department

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
001-021-51001				-
SALARIES-FULL TIME	201,820.00	130,000.00	(71,820.00)	Decreased based on staff turnover
001-021-51002				-
SALARIES/PART-TIME	5,000.00	5,000.00	-	-
001-021-51003				-
STRIKE TEAM PAY	86,112.00	-	(86,112.00)	Decreased based on new budgeting principle. Strike team will not be budgeted/assumed moving forward. Budget adjustments will be presented on a case by case basis to more accurately reflect revenues/expenses.
001-021-51004				-
OVERTIME WAGES	1,500.00	1,500.00	-	-
001-021-51006				-
VISION	487.50	280.00	(207.50)	Decreased based on staff turnover
001-021-51007				-
HEALTH INSURANCE	56,394.35	22,126.00	(34,268.35)	Decreased based on staff turnover
001-021-51008				-
DENTAL INSURANCE	5,140.00	2,065.00	(3,075.00)	Decreased based on staff turnover
001-021-51009				-
CITY FIRE CALLOUTS	50,000.00	50,000.00	-	-
001-021-51010				-
WORKERS COMPENSATION	15,524.97	15,524.97	-	-
001-021-51011				-
MEDICARE TAX	4,283.76	3,570.00	(713.76)	Decreased based on staff turnover
001-021-51017				-
PARS-ARS	1,700.00	1,700.00	-	-
001-021-51023				-
PARS 115 TRUST	139.28	-	(139.28)	All PARS 115 Trust accounts with qualifying staff are brought to zero at mid-year. PARS 115 Trust contributions are not operating expenses and will not be budgeted or expensed in these accounts moving forward.
001-021-51024				-
EMPLOYER COMP MATCH	3,892.50	1,140.00	(2,752.50)	Decreased based on staff turnover
001-021-51025				-

RETIREE HEALTH INSURANCE	13,860.40	14,600.00	739.60	Originally budgeted based on estimation, increased due to actual cost/trend
001-021-51027				-
PERS EMPLOYEE/EMPLOYER	25,604.00	15,900.00	(9,704.00)	Decreased based on staff turnover
001-021-51029				-
PERS LS UAL	4,047.96	4,051.75	3.79	Originally budgeted based on estimation, increased due to actual cost
001-021-51030				-
VOLUNTEER PENSION	6,125.00	6,125.00	-	-
001-021-51041				-
FIREMANS LIFE INS.	3,945.00	4,400.00	455.00	Increased based on actual trend
001-021-51042				-
UNEMPLOYMENT INS.	335.00	700.00	365.00	Increased based on claims made and potential for additional claims
001-021-51043				-
DISABILITY INSURANCE	1,230.00	800.00	(430.00)	Decreased based on staff turnover
001-021-51046				-
OPEB/POST EMP BENEFITS	31,203.94	25,500.00	(5,703.94)	Decreased based on staff turnover
001-021-52006				-
RECRUITMENT	1,300.00	2,500.00	1,200.00	Increased based on staff turnover
001-021-52009				-
TRAINING	10,400.00	8,000.00	(2,400.00)	Decreased based on staff turnover
001-021-52010				-
HEAT,LIGHT,POWER	14,153.00	18,500.00	4,347.00	Increased based on current trend
001-021-52011				-
ADVERTISING/PRINTING	1,000.00	1,700.00	700.00	Increased based on current trend and need
001-021-52012				-
OFFICE SUPPLIES,POSTAGE	650.00	600.00	(50.00)	Decreased based on current trend and need
001-021-52013				-
COMMUNICATIONS	12,915.00	12,000.00	(915.00)	Decreased based on current trend
001-021-52014				-
MEETINGS, TRAVEL, CONF.	2,400.00	2,400.00	-	-
001-021-52015				-
PROFESSIONAL/TECH. SVS.	37,500.00	37,500.00	-	-
001-021-52017				-
WASTE FEES	1,820.00	1,900.00	80.00	Increased based on current trend
001-021-52018				-
SPECIAL DEPT. SUPPLIES	52,000.00	52,000.00	-	-
001-021-52019				-
MISC. DUES & SUBSCRIPT.	3,580.00	3,580.00	-	-
001-021-52024				-

PROPERTY TAXES	1,000.00	1,000.00	-	-
001-021-52045				-
IT	6,400.00	5,100.00	(1,300.00)	Decreased based on current trend and need
001-021-53020				-
VEHICLE OPERATION	26,640.00	22,000.00	(4,640.00)	Decreased based on current trend and need
001-021-53022				-
OFFICE EQUIP. OPERATION	1,560.00	800.00	(760.00)	Decreased based on current trend and need
001-021-54023				-
BUILDING OPERATION	4,000.00	3,000.00	(1,000.00)	Decreased based on current trend and need
001-021-55024				-
RENTALS-REFUNDS	1,050.00	1,050.00	-	-
001-021-55101				-
REFUNDS	200.00	200.00	-	-
001-021-56027				-
CAPITAL IMPROVEMENT	81,750.00	81,750.00	-	-
001-021-56028				-
CAPITAL EQUIPMENT	12,495.00	12,495.00	-	-
001-021-56029				-
CAPITAL EQUIP. REPLACE.	180,571.50	180,571.50	-	-
001-021-56031				-
Capital Improvement Program	-	-	-	-
001-021-58010				-
REIMB FRM RFD/VFD	-	-	-	-
001-021-58020				-
PSPS Grant	-	-	-	-
001-021-59999				-
TRANS OUT	-	-	-	-
Grand Total	971,730.16	753,629.22	(218,100.94)	Fire Department expenses would decrease by \$218,100.94 if the proposed adjustments are approved. The decrease is due to staff turnover and associated decreased spending.

Building

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
001-022-51001				-
SALARIES-FULL TIME	-	-	-	-
001-022-51004				-
OVERTIME WAGES	-	-	-	-
001-022-51006				-
VISION	-	-	-	-
001-022-51007				-
HEALTH INSURANCE	-	-	-	-
001-022-51008				-
DENTAL INSURANCE	-	-	-	-
001-022-51010				-
WORKERS COMPENSATION	-	-	-	-
001-022-51011				-
MEDICARE TAX	-	-	-	-
001-022-51022				-
P.A.R.S SYSTEM	-	-	-	-
001-022-51024				-
EMPLOYER COMP MATCH	-	-	-	-
001-022-51025				-
RETIREE HEALTH INSURANCE	13,013.00	13,200.00	187.00	Originally budgeted based on an estimate, increased based on actual cost/trend
001-022-51027				-
PERS EMPLOYEE/EMPLOYER	-	-	-	-
001-022-51028				-
PERS SIDEFUND	-	-	-	-
001-022-51029				-
PERS LS UAL	-	-	-	-
001-022-51041				-
LIFE INSURANCE	-	-	-	-
001-022-51043				-
DISABILITY INSURANCE	-	-	-	-
001-022-51046				-
OPEB/POST EMP BENEFITS	-	-	-	-
001-022-52006				-
RECRUITMENT	-	-	-	-
001-022-52009				-
TRAINING	150.00	150.00	-	-
001-022-52011				-

ADVERTISING/PRINTING	-	-	-	-
001-022-52012				-
OFFICE SUPPLIES, POSTAGE	200.00	250.00	50.00	Increased based on current trend
001-022-52013				-
COMMUNICATIONS	450.00	480.00	30.00	Increased based on current trend
001-022-52014				-
MEETINGS, TRAVEL, CONF.	-	-	-	-
001-022-52015				-
PROFESSIONAL/TECH. SVS.	100,300.00	100,300.00	-	-
001-022-52018				-
SPECIAL DEPT. SUPPLIES	6,500.00	6,500.00	-	-
001-022-52019				-
MISC. DUES & SUBSCRIPT.	30,410.00	30,410.00	-	-
001-022-52024				-
PROPERTY TAXES	-	-	-	-
001-022-52045				-
IT	840.00	840.00	-	-
001-022-53020				-
VEHICLE OPERATION	-	-	-	-
001-022-53022				-
OFFICE EQUIP. OPERATION	-	-	-	-
001-022-55101				-
REFUNDS	-	-	-	-
Grand Total	151,863.00	152,130.00	267.00	-

Street Maintenance

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
001-023-51001				-
SALARIES-FULL TIME	159,715.00	179,600.00	19,885.00	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
001-023-51004				-
OVERTIME WAGES	2,450.00	4,210.00	1,760.00	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
001-023-51006				-
VISION	300.00	300.00	-	-
001-023-51007				-
HEALTH INSURANCE	36,080.40	37,000.00	919.60	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
001-023-51008				-
DENTAL INSURANCE	2,990.00	3,120.00	130.00	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
001-023-51010				-
WORKERS COMPENSATION	4,382.45	4,382.45	-	-
001-023-51011				-
MEDICARE TAX	2,394.89	2,530.00	135.11	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
001-023-51013				-
HOLIDAY PAYOUT	-	-	-	-
001-023-51018				-
DUTY TIME	3,000.00	3,000.00	-	-
001-023-51022				-
P.A.R.S SYSTEM	18,500.00	26,031.00	7,531.00	All P.A.R.S System accounts with qualifying staff are increasing at mid-year. The reason for the increase is to contribute for this pension plan at the actuarially determined contribution rate.
001-023-51023				-

PARS 115 TRUST	136.49	-	(136.49)	All PARS 115 Trust accounts with qualifying staff are brought to zero at mid-year. PARS 115 Trust contributions are not operating expenses and will not be budgeted or expensed in these accounts moving forward.
001-023-51024				-
EMPLOYER COMP MATCH	1,710.00	3,090.00	1,380.00	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
001-023-51025				-
RETIREE HEALTH INSURANCE	39,400.00	37,450.00	(1,950.00)	Original budget was calculated based on an estimation, decreased based on actual cost/trend
001-023-51027				-
PERS EMPLOYEE/EMPLOYER	22,840.00	25,650.00	2,810.00	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
001-023-51028				-
PERS SIDEFUND	-	-	-	-
001-023-51029				-
PERS LS UAL	3,967.00	3,970.72	3.72	Original budget was calculated based on an estimation, increased based on actual cost/trend
001-023-51041				-
LIFE INSURANCE	172.80	-	(172.80)	Life insurance is expensed within the disability insurance account
001-023-51043				-
DISABILITY INSURANCE	966.00	1,020.00	54.00	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
001-023-51046				-
OPEB/POST EMP BENEFITS	33,604.24	35,380.00	1,775.76	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
001-023-52006				-
RECRUITMENT	3,000.00	3,000.00	-	-
001-023-52009				-
TRAINING	500.00	-	(500.00)	This account is being consolidated within acct 52014
001-023-52010				-

HEAT,LIGHT,POWER	60,000.00	61,200.00	1,200.00	Increased based on current trend
001-023-52011				-
ADVERTISING/PRINTING	400.00	-	(400.00)	This account is being consolidated within acct 52012
001-023-52012				-
OFFICE SUPPLIES,POSTAGE	100.00	1,160.00	1,060.00	Increased based on current trend and consolidation of another account
001-023-52013				-
COMMUNICATIONS	910.00	800.00	(110.00)	Decreased based on current trend
001-023-52014				-
MEETINGS, TRAVEL, CONF.	750.00	1,250.00	500.00	Increased based on consolidation of another account
001-023-52015				-
PROFESSIONAL/TECH. SVS.	321,370.00	13,709.00	(307,661.00)	Staff has determined that a majority of the approved spending within this account is capital spending, not operating.
001-023-52017				-
WASTE FEES	36,600.00	36,600.00	-	-
001-023-52018				-
SPECIAL DEPT. SUPPLIES	57,615.00	12,615.00	(45,000.00)	Postponing the purchasing of storm interceptors, drainage improvement materials, and sign replacement materials.
001-023-52019				-
MISC. DUES & SUBSCRIPT.	525.00	1,000.00	475.00	Increased based on current trend and need
001-023-52024				-
PROPERTY TAXES	300.00	300.00	-	-
001-023-52045				-
IT	2,400.00	2,400.00	-	-
001-023-53020				-
VEHICLE OPERATION	20,900.00	36,000.00	15,100.00	Increased to include the cost of a repair of the backhoe's transmission
001-023-53022				-
OFFICE EQUIP. OPERATION	-	-	-	-
001-023-54023				-
BUILDING OPERATION	-	-	-	-
001-023-55024				-
LEASE PROFIT AND LOSS	62,410.00	62,410.00	-	-
001-023-56027				-
CAPITAL IMPROVEMENT	444,500.00	732,161.00	287,661.00	Increased due to reclassification of operating expenses to capital expenses
001-023-56028				-

CAPITAL EQUIPMENT	-	-	-	-
001-023-56029				-
CAPITAL EQUIP. REPLACE.	-	-	-	-
001-023-56030				-
LOAN PAYMENT	-	-	-	-
001-023-56031				-
Capital Improvement Program	350,000.00	350,000.00	-	-
001-023-56032				-
CAP EXP - COP PAYMENT	-	-	-	-
001-023-56033				-
CAPITAL EXPENSE	-	-	-	-
001-023-56034				-
LEASE PRINCIPAL	-	5,400.00	5,400.00	Original budget included lease expense in a separate operating account. Increased to include the cost of two leased vehicles in this account.
001-023-56035				-
LEASE INTEREST	-	-	-	-
001-023-59999				-
TRANS OUT	-	-	-	-
Grand Total	1,694,889.27	1,686,739.17	(8,150.10)	Street Maintenance expenses would decrease by \$8,150.10 if the proposed adjustments are approved. The decrease is due to the decrease in spending on special department supplies.

Parks and Recreation

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
001-031-51001				-
SALARIES-FULL TIME	267,085.00	293,584.00	26,499.00	Increased due to restructuring of personnel allocations between Parks and Recreation and Sunrise Mobile Home Park. The existing allocation did not accurately reflect actual staff time.
001-031-51002				-
SALARIES/PART-TIME	198,550.00	140,000.00	(58,550.00)	Original budget was not accurate/not matching current trend/staffing plan
001-031-51004				-
OVERTIME WAGES	4,000.00	11,000.00	7,000.00	Increased based on actual trend and need
001-031-51006				-
VISION	683.00	730.00	47.00	Increased due to restructuring of personnel allocations between Parks and Recreation and Sunrise Mobile Home Park. The existing allocation did not accurately reflect actual staff time.
001-031-51007				-
HEALTH INSURANCE	97,880.00	111,932.00	14,052.00	Increased due to restructuring of personnel allocations between Parks and Recreation and Sunrise Mobile Home Park. The existing allocation did not accurately reflect actual staff time.
001-031-51008				-
DENTAL INSURANCE	7,450.00	7,759.00	309.00	Increased due to restructuring of personnel allocations between Parks and Recreation and Sunrise Mobile Home Park. The existing allocation did not accurately reflect actual staff time.
001-031-51010				-
WORKERS COMPENSATION	8,678.63	9,298.53	619.90	Increased due to restructuring of personnel allocations between Parks and Recreation and Sunrise Mobile Home Park. The existing allocation did not accurately reflect actual staff time.
001-031-51011				-

MEDICARE TAX	6,809.71	6,903.00	93.29	Increased due to restructuring of personnel allocations between Parks and Recreation and Sunrise Mobile Home Park. The existing allocation did not accurately reflect actual staff time.
001-031-51017				-
PARS-ARS	2,585.00	1,480.50	(1,104.50)	Decreased as a function of decreased part-time wages
001-031-51022				-
P.A.R.S SYSTEM	46,121.00	66,293.00	20,172.00	Increased due to restructuring of personnel allocations between Parks and Recreation and Sunrise Mobile Home Park. The existing allocation did not accurately reflect actual staff time. (And the PARS System org-wide increase)
001-031-51023				-
PARS 115 TRUST	284.00	-	(284.00)	All PARS 115 Trust accounts with qualifying staff are brought to zero at mid-year. PARS 115 Trust contributions are not operating expenses and will not be budgeted or expensed in these accounts moving forward.
001-031-51024				-
EMPLOYER COMP MATCH	4,510.00	4,652.00	142.00	Increased due to restructuring of personnel allocations between Parks and Recreation and Sunrise Mobile Home Park. The existing allocation did not accurately reflect actual staff time.
001-031-51025				-
RETIREE HEALTH INSURANCE	45,840.00	45,840.00	-	-
001-031-51027				-
PERS EMPLOYEE/EMPLOYER	47,460.00	54,333.00	6,873.00	Increased due to restructuring of personnel allocations between Parks and Recreation and Sunrise Mobile Home Park. The existing allocation did not accurately reflect actual staff time.
001-031-51028				-
PERS SIDEFUND	-	-	-	-
001-031-51029				-

PERS LS UAL	8,254.15	8,261.88	7.73	Increased due to restructuring of personnel allocations between Parks and Recreation and Sunrise Mobile Home Park. The existing allocation did not accurately reflect actual staff time.
001-031-51041				-
LIFE INSURANCE	-	-	-	-
001-031-51042				-
UNEMPLOYMENT INS.	400.00	2,080.00	1,680.00	Increased based on actual claims made and potential for additional claims
001-031-51043				-
DISABILITY INSURANCE	1,838.00	1,875.00	37.00	Increased due to restructuring of personnel allocations between Parks and Recreation and Sunrise Mobile Home Park. The existing allocation did not accurately reflect actual staff time.
001-031-51046				-
OPEB/POST EMP BENEFITS	54,726.91	60,609.00	5,882.09	Increased due to restructuring of personnel allocations between Parks and Recreation and Sunrise Mobile Home Park. The existing allocation did not accurately reflect actual staff time.
001-031-52009				-
TRAINING	5,000.00	500.00	(4,500.00)	Decreased based on current trend and need
001-031-52010				-
HEAT,LIGHT,POWER	46,345.00	68,000.00	21,655.00	Increased based on current trend
001-031-52011				-
ADVERTISING/PRINTING	500.00	500.00	-	-
001-031-52012				-
OFFICE SUPPLIES,POSTAGE	150.00	150.00	-	-
001-031-52013				-
COMMUNICATIONS	5,000.00	4,850.00	(150.00)	Decreased based on current trend
001-031-52014				-
MEETINGS, TRAVEL, CONF.	2,500.00	2,100.00	(400.00)	Decreased based on current trend and need
001-031-52015				-
PROFESSIONAL/TECH. SVS.	20,000.00	17,500.00	(2,500.00)	Decreased based on current trend and need
001-031-52017				-
WASTE FEES	26,586.00	22,000.00	(4,586.00)	Decreased based on current trend and need
001-031-52018				-
SPECIAL DEPT. SUPPLIES	55,000.00	55,000.00	-	-
001-031-52019				-

MISC. DUES & SUBSCRIPT.	4,000.00	3,500.00	(500.00)	Decreased based on current trend and need
001-031-52024				-
PROPERTY TAXES	70.00	-	(70.00)	Decreased due to expense being accounted for in a separate account
001-031-52045				-
IT	10,500.00	8,000.00	(2,500.00)	Decreased based on current trend and need
001-031-53020				-
VEHICLE OPERATION	12,345.00	9,000.00	(3,345.00)	Decreased based on current trend and need
001-031-53021				-
SPECIAL EQUIP. OPERATION	10,000.00	10,000.00	-	-
001-031-53022				-
OFFICE EQUIP. OPERATION	-	-	-	-
001-031-54023				-
BUILDING OPERATION	-	-	-	-
001-031-55024				-
RENTALS-REFUNDS	57,248.00	61,000.00	3,752.00	Increased based on actual costs to be incurred
001-031-55025				-
CHAMBER	2,650.00	1,400.00	(1,250.00)	Decreased based on current trend and need
001-031-55050				-
PARK RENOVATION	3,000.00	3,000.00	-	-
001-031-55061				-
1ST FIVE GRANT/INYO	-	-	-	-
001-031-55063				-
DOC/RECYCLING GRANT	5,000.00	5,580.69	580.69	Increased based on prior year grant funds available to spend
001-031-55064				-
CHILDREN'S DAY/THE ARTS	-	-	-	-
001-031-55101				-
REFUNDS	-	-	-	-
001-031-56027				-
CAPITAL IMPROVEMENT	12,000.00	19,627.10	7,627.10	Installation of a liftgate on vehicle was originally budgeted within vehicle operations, reclassified to capital improvement.
001-031-56028				-
CAPITAL EQUIPMENT	-	-	-	-
001-031-56029				-
CAPITAL EQUIP. REPLACE.	150,000.00	115,218.48	(34,781.52)	Decreased based on the actual price of playground equipment being less than the amount originally budgeted.

001-031-56030				-
LOAN PAYMENT	-	-	-	-
001-031-56031				-
Capital Improvement Program	-	-	-	-
001-031-57000				-
LEASE EXPENSE	7,000.00	9,955.00	2,955.00	Increased based on the actual cost. Capital cost reduction was not considered when creating the original budget.
001-031-58030				-
URBAN GREENING GRANT	138,920.80	138,920.80	-	-
Grand Total	1,376,970.20	1,382,432.98	5,462.78	Parks and Recreation expenses would increase by \$5,462.78 if the proposed adjustments are approved. The increase is due to the reallocation of personnel costs from Sunrise Mobile Home Park to Parks and Recreation, as well as increased utility costs.

Planning

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
001-034-51001				-
SALARIES-FULL TIME	91,079.00	91,079.00	-	-
001-034-51002				-
SALARIES/PART-TIME	8,000.00	8,000.00	-	-
001-034-51004				-
OVERTIME WAGES	4,500.00	4,500.00	-	-
001-034-51006				-
VISION	195.00	140.00	(55.00)	Decreased based on current trend and need
001-034-51007				-
HEALTH INSURANCE	16,649.73	20,000.00	3,350.27	Increased based on change to employee health insurance plan/dependents
001-034-51008				-
DENTAL INSURANCE	2,056.00	1,230.00	(826.00)	Decreased based on current trend and need
001-034-51010				-
WORKERS COMPENSATION	2,479.73	2,479.73	-	-
001-034-51011				-
MEDICARE TAX	1,501.90	1,500.00	(1.90)	Decreased based on current trend and need
001-034-51017				-
PARS-ARS	105.00	105.00	-	-
001-034-51022				-
P.A.R.S SYSTEM	-	-	-	-
001-034-51023				-
PARS 115 TRUST	26.44	-	(26.44)	All PARS 115 Trust accounts with qualifying staff are brought to zero at mid-year. PARS 115 Trust contributions are not operating expenses and will not be budgeted or expensed in these accounts moving forward.
001-034-51024				-
EMPLOYER COMP MATCH	1,762.00	881.00	(881.00)	Decreased based on current trend and need
001-034-51025				-
RETIREE HEALTH INSURANCE	15,385.00	12,930.00	(2,455.00)	Original budget figure was based on a premium cost estimation, decreased based on actual premium costs
001-034-51027				-
PERS EMPLOYEE/EMPLOYER	7,060.00	7,060.00	-	-
001-034-51028				-
PERS SIDEFUND	-	-	-	-

001-034-51029					-
PERS LS UAL	768.47	769.19	0.72		Original budget figure was based on an estimation, increased based on actual cost
001-034-51041					-
LIFE INSURANCE	100.00	-	(100.00)		Life insurance is expensed within the disability insurance account
001-034-51042					-
UNEMPLOYMENT INS.	145.00	145.00	-		-
001-034-51043					-
DISABILITY INSURANCE	570.00	650.00	80.00		Increased to include life insurance expense
001-034-51046					-
OPEB/POST EMP BENEFITS	19,032.00	19,032.00	-		-
001-034-52006					-
RECRUITMENT	650.00	-	(650.00)		Decreased based on current trend and lack of need
001-034-52009					-
TRAINING	500.00	-	(500.00)		Staff is choosing to consolidate these expenses within another account
001-034-52011					-
ADVERTISING/PRINTING	3,000.00	-	(3,000.00)		Staff is choosing to consolidate these expenses within another account
001-034-52012					-
OFFICE SUPPLIES,POSTAGE	2,040.00	5,040.00	3,000.00		Increased to consolidate advertising/printing expenses
001-034-52013					-
COMMUNICATIONS	450.00	450.00	-		-
001-034-52014					-
MEETINGS, TRAVEL, CONF.	5,000.00	5,500.00	500.00		Increased to consolidate training expenses
001-034-52015					-
PROFESSIONAL/TECH. SVS.	25,900.00	25,900.00	-		-
001-034-52018					-
SPECIAL DEPT. SUPPLIES	2,000.00	2,000.00	-		-
001-034-52019					-
MISC. DUES & SUBSCRIPT.	1,000.00	1,000.00	-		-
001-034-52045					-
IT	2,900.00	3,600.00	700.00		Increased based on current trend and need
001-034-53020					-
VEHICLE OPERATION	-	-	-		-
001-034-53022					-
OFFICE EQUIP. OPERATION	-	-	-		-
001-034-53025					-

LAFCO	15,000.00	15,000.00	-	-
001-034-54011				-
SB2 Grant	-	-	-	-
001-034-54012				-
Caltrans Grant	-	-	-	-
001-034-54013				-
PROP 68 Green Infrastructure	100,000.00	63,735.52	(36,264.48)	Decreased based on \$36,264.48 being expensed in prior year. Unable to budget correctly for original budget as invoice was outstanding during the accounting accrual period.
001-034-54014				-
LEAP GRANT	-	-	-	-
001-034-54015				-
REAP GRANT	-	-	-	-
001-034-56016				-
CDBG CV2-3	-	-	-	-
001-034-56028				-
CAPITAL EQUIPMENT	-	-	-	-
001-034-59999				-
TRANS OUT	150,000.00	150,000.00	-	
Grand Total	479,855.27	442,726.44	(37,128.83)	Planning expenses would decrease by \$37,128.83 if the proposed adjustments are approved. The decrease is substantially due to the decrease in grant spending.

After School Program

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
001-035-51002				-
SALARIES/PART-TIME	86,300.00	61,000.00	(25,300.00)	Original budget was not accurate/not matching current trend/staffing plan
001-035-51010				-
WORKERS COMPENSATION	-	-	-	-
001-035-51011				-
MEDICARE TAX	1,251.35	920.00	(331.35)	Original budget was not accurate/not matching current trend/staffing plan
001-035-51017				-
PARS-ARS	1,126.22	850.00	(276.22)	Original budget was not accurate/not matching current trend/staffing plan
001-035-51041				-
LIFE INSURANCE	-	-	-	-
001-035-51042				-
UNEMPLOYMENT INS.	660.00	660.00	-	-
001-035-52010				-
HEAT,LIGHT,POWER	2,500.00	2,500.00	-	-
001-035-52011				-
ADVERTISING/PRINTING	400.00	400.00	-	-
001-035-52012				-
OFFICE SUPPLIES,POSTAGE	-	-	-	-
001-035-52013				-
COMMUNICATIONS	-	-	-	-
001-035-52015				-
PROFESSIONAL/TECH. SVS.	250.00	250.00	-	-
001-035-52018				-
SPECIAL DEPT. SUPPLIES	12,000.00	12,000.00	-	-
001-035-52045				-
IT	270.00	270.00	-	-
001-035-56028				-
CAPITAL EQUIPMENT	-	-	-	-
001-035-59999				-
TRANS OUT	-	-	-	-
Grand Total	104,757.57	78,850.00	(25,907.57)	After School Program expenses would decrease by \$25,907.57 if the proposed adjustments are approved. The decrease is due to part-time staffing originally being over-budgeted.

Pool	Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
	001-037-51002				-
	SALARIES/PART-TIME	120,430.00	96,000.00	(24,430.00)	Original budget was not accurate/not matching current trend/staffing plan
	001-037-51004				-
	OVERTIME WAGES	-	-	-	-
	001-037-51010				-
	WORKERS COMPENSATION	-	-	-	-
	001-037-51011				-
	MEDICARE TAX	1,746.24	1,400.00	(346.24)	Original budget was not accurate/not matching current trend/staffing plan
	001-037-51017				-
	PARS-ARS	1,571.61	1,230.00	(341.61)	Original budget was not accurate/not matching current trend/staffing plan
	001-037-51042				-
	UNEMPLOYMENT INS.	150.00	150.00	-	-
	001-037-52009				-
	TRAINING	1,500.00	1,500.00	-	-
	001-037-52010				-
	HEAT,LIGHT,POWER	9,300.00	9,300.00	-	-
	001-037-52012				-
	OFFICE SUPPLIES,POSTAGE	130.00	130.00	-	-
	001-037-52013				-
	COMMUNICATIONS	2,300.00	1,400.00	(900.00)	Decreased based on current trend
	001-037-52014				-
	MEETINGS, TRAVEL, CONF.	1,000.00	1,000.00	-	-
	001-037-52015				-
	PROFESSIONAL/TECH. SVS.	1,200.00	3,500.00	2,300.00	Increased based on current trend and need
	001-037-52017				-
	WASTE FEES	-	-	-	-
	001-037-52018				-
	SPECIAL DEPT. SUPPLIES	71,500.00	55,000.00	(16,500.00)	Decreased based on current trend and need
	001-037-52045				-
	IT	800.00	1,800.00	1,000.00	Increased based on current trend and need
	001-037-52047				-
	CONCESSIONS	1,700.00	2,580.00	880.00	Increased based on current trend
	001-037-53021				-
	SPECIAL EQUIP. OPERATION	3,500.00	3,500.00	-	-

001-037-56027				-
CAPITAL IMPROVEMENT	-	-	-	-
001-037-56028				-
CAPITAL EQUIPMENT	-	-	-	-
001-037-56029				-
CAPITAL EQUIP. REPLACE.	260,000.00	-	(260,000.00)	Decreased based on the slide replacement no longer being pursued
Grand Total	476,827.85	178,490.00	(298,337.85)	Pool expenses would decrease by \$298,337.85 if the proposed adjustments are approved. The decrease is due to the pool slide replacement no longer being pursued, budgeting of part-time personnel costs and decreased spending on special department supplies.

Summer Camp

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
001-038-51002				-
SALARIES/PART-TIME	37,265.00	31,000.00	(6,265.00)	Original budget was not accurate/not matching current trend/staffing plan
001-038-51010				-
WORKERS COMPENSATION	-	-	-	-
001-038-51011				-
MEDICARE TAX	540.34	440.00	(100.34)	Original budget was not accurate/not matching current trend/staffing plan
001-038-51017				-
PARS-ARS	486.31	380.00	(106.31)	Original budget was not accurate/not matching current trend/staffing plan
001-038-51042				-
UNEMPLOYMENT INS.	-	-	-	-
001-038-52010				-
HEAT,LIGHT,POWER	500.00	500.00	-	-
001-038-52011				-
ADVERTISING/PRINTING	-	-	-	-
001-038-52015				-
PROFESSIONAL/TECH. SVS.	10,500.00	10,000.00	(500.00)	Decreased based on current trend and need
001-038-52018				-
SPECIAL DEPT. SUPPLIES	6,000.00	6,000.00	-	-
001-038-52045				-
IT	100.00	100.00	-	-
001-038-59999				-
TRANS OUT	-	-	-	-
Grand Total	55,391.65	48,420.00	(6,971.65)	Summer Camp expenses would decrease by \$6,971.65 if the proposed adjustments are approved. The decrease is due to the budgeting of part-time personnel costs.

GENERAL FUND SUMMARY

Revenue

23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
10,623,605.00	11,442,305.95	818,700.95	The increase in budgeted revenue is mainly due to increased TOT, interest and grants.

Expenses

23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
12,107,952.88	11,647,967.07	(459,985.81)	The decrease in budgeted expenses is mainly due to decreased spending within Community Services, Planning and the Fire Department. Decreased spending consists of operational, capital and grant spending.

Fund Balance Used this FY

23-24 Mid-Year Revenue	23-24 Mid-Year Expenses	Addition to/(Use) of Fund Balance	COMMENTARY
11,442,305.95	11,647,967.07	(205,661.12)	<p>Addition to fund balance or use of fund balance in a given year is a function of revenue and expenses. The proposed mid-year budget adjustments result in the use of \$205,661.12 of the General Fund balance. The General Fund balance at the start of FY 23-24 was \$12,050,867.</p>

Capital Expenses this FY

23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
1,201,316.50	1,203,714.40	2,397.90	<p>The proposed mid-year budget adjustments result in an increase in capital spending in the amount of \$2,397.90. To summarize, there were decreases in capital spending due to projects no longer being pursued, and these decreases were offset by reclassification of operating expenses to capital expenses.</p>

Operating Budget this FY

23-24 Mid-Year Operating Revenue	23-24 Mid-Year Operating Expenses	Operating Surplus/(Deficit)	COMMENTARY
10,720,845.00	9,722,015.33	998,829.67	The proposed mid-year budget adjustments result in an operating surplus in the amount of \$998,829.67

GAS TAX REVENUE

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
003-000-33010				-
INTEREST ON BANK DEPOSITS	-	-	-	-
003-000-39100				-
SECTION 2105	22,500.00	22,500.00	-	-
003-000-39110				-
SECTION 2107-5	1,000.00	1,000.00	-	-
003-000-39120				-
SECTION 2107	30,300.00	30,300.00	-	-
003-000-39130				-
SECTION 2106	19,500.00	19,500.00	-	-
003-000-39135				-
MISC/PROP 42	34,200.00	34,200.00	-	-
003-000-39137				-
TRAFFIC CONGESTION RELIEF	-	-	-	-
003-000-39139				-
SB1	84,100.00	84,100.00	-	-
003-000-40004				-
COVID-19 Funding	-	-	-	-
Grand Total	191,600.00	191,600.00	-	-

GAS TAX EXPENSES

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
003-030-51001				-
SALARIES-FULL TIME	48,600.00	50,400.00	1,800.00	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
003-030-51004				-
OVERTIME WAGES	400.00	400.00	-	-
003-030-51006				-
VISION	110.00	110.00	-	-
003-030-51007				-
HEALTH INSURANCE	16,200.00	16,200.00	-	-
003-030-51008				-
DENTAL INSURANCE	1,100.00	1,100.00	-	-
003-030-51010				-
WORKERS COMPENSATION	1,585.10	1,585.10	-	-
003-030-51011				-
MEDICARE TAX	733.70	733.70	-	-
003-030-51018				-
DUTY TIME	1,600.00	1,600.00	-	-
003-030-51022				-
P.A.R.S SYSTEM	7,000.00	9,661.00	2,661.00	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
003-030-51023				-
PARS 115 TRUST	59.40	-	(59.40)	All PARS 115 Trust accounts with qualifying staff are brought to zero at mid-year. PARS 115 Trust contributions are not operating expenses and will not be budgeted or expensed in these accounts moving forward.
003-030-51024				-
EMPLOYER COMP MATCH	750.00	750.00	-	-
003-030-51027				-
PERS EMPLOYEE/EMPLOYER	7,680.00	8,350.00	670.00	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
003-030-51028				-
PERS SIDEFUND	-	-	-	-
003-030-51029				-

PERS LS UAL	1,726.33	1,727.94	1.61	Original budget was calculated based on an estimation, increased based on actual cost/trend
003-030-51041				-
LIFE INSURANCE	-	-	-	-
003-030-51043				-
DISABILITY INSURANCE	312.00	312.00	-	-
003-030-51046				-
OPEB/POST EMP BENEFITS	10,081.27	10,800.00	718.73	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
003-030-52015				-
PROFESSIONAL/TECH. SVS.	-	-	-	-
003-030-52017				-
WASTE FEES	-	-	-	-
003-030-52018				-
SPECIAL DEPT. SUPPLIES	26,000.00	26,000.00	-	-
003-030-56027				-
CAPITAL IMPROVEMENT	95,000.00	95,000.00	-	-
003-030-56028				-
CAPITAL EQUIPMENT	-	-	-	-
003-030-59999				-
TRANS OUT	-	-	-	-
Grand Total	218,937.80	224,729.74	5,791.94	Gas Tax Fund expenses would increase by \$5,791.94 if the proposed adjustments are approved. The increase is due to correcting the budgeting for personnel costs.

GAS TAX FUND SUMMARY

Revenue

23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
191,600.00	191,600.00	-	-

Expenses

23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
218,937.80	224,729.74	5,791.94	The increase in budgeted expenses is due to increased personnel costs.

Fund Balance Used this FY

23-24 Mid-Year Revenue	23-24 Mid-Year Expenses	Addition to/(Use) of Fund Balance	COMMENTARY
191,600.00	224,729.74	(33,129.74)	Addition to fund balance or use of fund balance in a given year is a function of revenue and expenses. The proposed mid-year budget adjustments result in the use of \$33,129.74 of the Gas Tax Fund balance. The Gas Tax Fund balance at the start of FY 23-24 was \$360,753.

Capital Expenses this FY

23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
95,000.00	95,000.00	-	-

Operating Budget this FY

23-24 Mid-Year Operating Revenue	23-24 Mid-Year Operating Expenses	Operating Surplus/(Deficit)	COMMENTARY
191,600.00	129,729.74	61,870.26	The budget adjustments proposed for the Gas Tax Fund result in an operating surplus in the amount of \$61,870.26.

WATER FUND REVENUE

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
004-000-33010				-
INTEREST ON BANK DEPOSITS	10,000.00	60,000.00	50,000.00	Initially budgeted conservatively due to lack of clarity on direction of interest rates. Due to current investment returns and projected changes (lack of changes) in interest rates, increasing budget to realistic target.
004-000-33020				-
RENTAL OF REAL PROPERTY	-	-	-	-
004-000-39012				-
WATER SERVICE COLLECTION	1,028,000.00	1,111,000.00	83,000.00	Increased based on historical and current trend
004-000-39013				-
PENALTIES-WATER SERVICE	900.00	1,200.00	300.00	Increased based on actual revenue earned
004-000-39016				-
WATER CONNECTION FEE	-	-	-	-
004-000-39017				-
WATER MISCELLANEOUS	10,900.00	30,000.00	19,100.00	Increased due to increased connection fees collected
004-000-39019				-
BACKFLOW FEE	-	-	-	-
004-000-39035				-
SOLAR REBATES	-	-	-	-
004-000-39925				-
WEST JAY ST PROJECT	-	-	-	-
004-000-39999				-
REVENUE-TRANS IN	-	-	-	-
Grand Total	1,049,800.00	1,202,200.00	152,400.00	Water Fund budgeted revenue would increase by \$152,400.00 if the proposed adjustments are approved.

WATER FUND EXPENSES

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
004-050-51001				-
SALARIES-FULL TIME	277,740.00	292,400.00	14,660.00	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
004-050-51002				-
SALARIES/PART-TIME	1,500.00	500.00	(1,000.00)	Decreased based on current trend and need
004-050-51004				-
OVERTIME WAGES	5,241.60	8,500.00	3,258.40	Increased based on current trend and need
004-050-51006				-
VISION	540.00	540.00	-	-
004-050-51007				-
HEALTH INSURANCE	70,000.00	74,000.00	4,000.00	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
004-050-51008				-
DENTAL INSURANCE	5,450.00	5,450.00	-	-
004-050-51010				-
WORKERS COMPENSATION	7,934.73	7,934.73	-	-
004-050-51011				-
MEDICARE TAX	4,212.85	4,355.00	142.15	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
004-050-51013				-
HOLIDAY PAYOUT	-	-	-	-
004-050-51016				-
COMPENSATED BALANCES	-	-	-	-
004-050-51017				-
PARS-ARS	19.20	10.00	(9.20)	Decreased as a function of decreasing part-time wages
004-050-51018				-
DUTY TIME	6,060.00	6,060.00	-	-
004-050-51022				-
P.A.R.S SYSTEM	33,280.00	47,440.00	14,160.00	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
004-050-51023				-
PARS 115 TRUST	2,769.80	-	(2,769.80)	All PARS 115 Trust accounts with qualifying staff are brought to zero at mid-year. PARS 115 Trust contributions are not operating expenses and will not be budgeted or expensed in these accounts moving forward.
004-050-51024				-
EMPLOYER COMP MATCH	3,200.00	4,450.00	1,250.00	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.

004-050-51025				-
RETIREE HEALTH INSURANCE	52,500.00	50,000.00	(2,500.00)	Original budget was calculated based on an estimation, decreased based on actual cost/trend
004-050-51027				-
PERS EMPLOYEE/EMPLOYER	38,000.00	45,200.00	7,200.00	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
004-050-51028				-
PERS SIDEFUND	-	-	-	-
004-050-51029				-
PERS LS UAL	80,501.32	80,576.63	75.31	Original budget was calculated based on an estimation, increased based on actual cost/trend
004-050-51041				-
LIFE INSURANCE	-	-	-	-
004-050-51043				-
DISABILITY INSURANCE	1,700.00	1,720.00	20.00	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
004-050-51046				-
OPEB/POST EMP BENEFITS	50,406.37	61,320.00	10,913.63	Original budget was calculated based on skewed data (due to staff turnover). Increased to correct for cost of all staff.
004-050-51050				-
PENSION EXPENSE-GASB 68	-	-	-	-
004-050-52006				-
RECRUITMENT	4,000.00	4,000.00	-	-
004-050-52007				-
BANK FEES	-	-	-	-
004-050-52009				-
TRAINING	1,500.00	-	(1,500.00)	This account is being consolidated within acct 52014
004-050-52010				-
HEAT,LIGHT,POWER	35,844.00	55,000.00	19,156.00	Increased based on inverter not working for a period of time and then being repaired by Edison. Resulted in increased electricity costs for a period of time. Also, increased due to current trend.
004-050-52011				-
ADVERTISING/PRINTING	400.00	-	(400.00)	This account is being consolidated within acct 52012
004-050-52012				-
OFFICE SUPPLIES,POSTAGE	6,364.00	6,764.00	400.00	Increased based on current trend and consolidation of another account
004-050-52013				-
COMMUNICATIONS	2,310.00	2,950.00	640.00	Increased based on current trend
004-050-52014				-

MEETINGS, TRAVEL, CONF.	3,950.00	5,450.00	1,500.00	Increased based on consolidation of another account
004-050-52015				-
PROFESSIONAL/TECH. SVS.	120,795.00	20,000.00	(100,795.00)	Decreased based on postponing of the rate study, also reclassified W Line St. water main design services to capital expense.
004-050-52016				-
INSURANCE	-	-	-	-
004-050-52017				-
WASTE FEES	1,550.00	1,550.00	-	-
004-050-52018				-
SPECIAL DEPT. SUPPLIES	48,086.00	57,000.00	8,914.00	Increased based on fee increase, City lost its disadvantaged community status for this year.
004-050-52019				-
MISC. DUES & SUBSCRIPT.	2,380.00	2,380.00	-	-
004-050-52020				-
WATER CONSERVATION PRGRM	1,300.00	1,300.00	-	-
004-050-52024				-
PROPERTY TAXES	100.00	100.00	-	-
004-050-52045				-
IT	2,800.00	500.00	(2,300.00)	Decreased based on current trend and need
004-050-53020				-
VEHICLE OPERATION	14,200.00	28,200.00	14,000.00	Increased based on current trend and to include the cost of a repair of the backhoe's transmission
004-050-53022				-
OFFICE EQUIP. OPERATION	-	-	-	-
004-050-54023				-
BUILDING OPERATION	-	-	-	-
004-050-55023				-
EXP-SMALL CLAIMS	1,000.00	1,000.00	-	-
004-050-55024				-
RENTALS-REFUNDS	9,330.00	9,330.00	-	-
004-050-55100				-
CCP	144,082.00	144,082.00	-	-
004-050-55101				-
REFUNDS	1,000.00	2,000.00	1,000.00	Increased based on actual refunds issued
004-050-56025				-
DEPRECIATION	200,000.00	180,845.00	(19,155.00)	Decreased based on analysis of asset schedule
004-050-56027				-
CAPITAL IMPROVEMENT	21,000.00	282,100.00	261,100.00	Increased due to purchase of SCADA upgrade and reclassification of W Line St. water main design services to capital expense.
004-050-56028				-
CAPITAL EQUIPMENT	-	-	-	-

004-050-56029	-	-	-	-
CAPITAL EQUIP. REPLACE.	-	-	-	-
004-050-56030	-	-	-	-
LOAN PAYMENT	-	-	-	-
004-050-56500	-	-	-	-
INTEREST	-	-	-	-
004-050-57000	-	-	-	-
LEASE PRINCIPAL	-	7,200.00	7,200.00	Increased based on lease expense for two leased vehicles, was originally budgeted within separate funds, needed to be split between three funds.
004-050-57001	-	-	-	-
LEASE INTEREST	-	-	-	-
004-050-59999	-	-	-	-
TRANS OUT	100,000.00	100,000.00	-	
Grand Total	1,363,046.87	1,602,207.36	239,160.49	Water Fund expenses would increase by \$239,160.49 if the proposed adjustments are approved. The increase is due to increased capital spending, vehicle operations spending and the results from correcting the budgeting for personnel costs.

WATER FUND SUMMARY

Revenue

23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
1,049,800.00	1,202,200.00	152,400.00	The increase in budgeted revenue is mainly due to increased service collections and interest earnings.

Expenses

23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
1,363,046.87	1,602,207.36	239,160.49	The increase in budgeted expenses is mainly due to increased capital spending, vehicle operations spending and personnel costs.

Fund Balance Used this FY

23-24 Mid-Year Revenue	23-24 Mid-Year Expenses	Addition to/(Use) of Fund Balance	COMMENTARY
1,202,200.00	1,602,207.36	(400,007.36)	Addition to fund balance or use of fund balance in a given year is a function of revenue and expenses. The proposed mid-year budget adjustments result in the use of \$400,007.36 of the Water Fund balance. The Water Fund balance at the start of FY 23-24 was \$4,285,877.

Capital Expenses this FY

23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
21,000.00	282,100.00	261,100.00	The proposed mid-year budget adjustments result in an increase in capital spending in the amount of \$261,100.00. Capital improvement increased by \$261,100.

Operating Budget this FY

23-24 Mid-Year Operating Revenue	23-24 Mid-Year Operating Expenses	Operating Surplus/(Deficit)	COMMENTARY
1,202,200.00	1,212,907.36	(10,707.36)	The budget adjustments proposed for the Water Fund result in an operating deficit in the amount of \$10,707.36. Although the deficit is a small amount, the cause of operating at a deficit should be reviewed and addressed if/when possible.

SUNRISE MOBILE HOME PARK REVENUE

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
012-000-33010				-
INTEREST ON BANK DEPOSITS	2,800.00	9,000.00	6,200.00	Initially budgeted conservatively due to lack of clarity on direction of interest rates. Due to current investment returns and projected changes (lack of changes) in interest rates, increasing budget to realistic target.
012-000-39735				-
UTILITY CLEARING ACCOUNT	38,400.00	38,400.00	-	-
012-000-39750				-
RENTS-ASSISTED UNITS	6,600.00	6,600.00	-	-
012-000-39760				-
RENTS-UNASSISTED UNITS	100,440.00	100,000.00	(440.00)	Decreased based on current trend
012-000-39811				-
MISC	-	-	-	-
012-000-39812				-
GAIN ON SALE	-	-	-	-
Grand Total	148,240.00	154,000.00	5,760.00	Sunrise Mobile Home Park Fund budgeted revenue would increase by \$5,760.00 if the proposed adjustments are approved.

SUNRISE MOBILE HOME PARK EXPENSES

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
012-095-51001				-
SALARIES-FULL TIME	37,523.00	26,917.00	(10,606.00)	Decreased due to restructuring of personnel allocations between Sunrise Mobile Home Park and Parks and Recreation. The existing allocation did not accurately reflect actual staff time.
012-095-51002				-
SALARIES/PART-TIME	20,800.00	9,000.00	(11,800.00)	Decreased based on current trend and need
012-095-51006				-
VISION	95.00	71.00	(24.00)	Decreased due to restructuring of personnel allocations between Sunrise Mobile Home Park and Parks and Recreation. The existing allocation did not accurately reflect actual staff time.
012-095-51007				-
HEALTH INSURANCE	14,744.00	10,169.00	(4,575.00)	Decreased due to restructuring of personnel allocations between Sunrise Mobile Home Park and Parks and Recreation. The existing allocation did not accurately reflect actual staff time.
012-095-51008				-
DENTAL INSURANCE	993.00	724.00	(269.00)	Decreased due to restructuring of personnel allocations between Sunrise Mobile Home Park and Parks and Recreation. The existing allocation did not accurately reflect actual staff time.
012-095-51010				-
WORKERS COMPENSATION	1,239.79	619.90	(619.89)	Decreased due to restructuring of personnel allocations between Sunrise Mobile Home Park and Parks and Recreation. The existing allocation did not accurately reflect actual staff time.
012-095-51011				-
MEDICARE TAX	845.68	318.00	(527.68)	Decreased due to restructuring of personnel allocations between Sunrise Mobile Home Park and Parks and Recreation. The existing allocation did not accurately reflect actual staff time.
012-095-51017				-
PARS-ARS	256.88	150.00	(106.88)	Decreased as a function of decreasing part-time wages
012-095-51022				-
P.A.R.S SYSTEM	6,845.00	6,810.00	(35.00)	Decreased due to restructuring of personnel allocations between Sunrise Mobile Home Park and Parks and Recreation. The existing allocation did not accurately reflect actual staff time.
012-095-51023				-

PARS 115 TRUST	198.42	-	(198.42)	All PARS 115 Trust accounts with qualifying staff are brought to zero at mid-year. PARS 115 Trust contributions are not operating expenses and will not be budgeted or expensed in these accounts moving forward.
012-095-51024				-
EMPLOYER COMP MATCH	687.00	369.00	(318.00)	Decreased due to restructuring of personnel allocations between Sunrise Mobile Home Park and Parks and Recreation. The existing allocation did not accurately reflect actual staff time.
012-095-51027				-
PERS EMPLOYEE/EMPLOYER	6,740.00	4,788.00	(1,952.00)	Decreased due to restructuring of personnel allocations between Sunrise Mobile Home Park and Parks and Recreation. The existing allocation did not accurately reflect actual staff time.
012-095-51028				-
PERS SIDEFUND	-	-	-	-
012-095-51029				-
PERS LS UAL	5,766.83	5,772.22	5.39	Original budget was calculated based on an estimation, increased based on actual cost/trend
012-095-51041				-
LIFE INSURANCE	-	-	-	-
012-095-51043				-
DISABILITY INSURANCE	251.00	202.00	(49.00)	Decreased due to restructuring of personnel allocations between Sunrise Mobile Home Park and Parks and Recreation. The existing allocation did not accurately reflect actual staff time.
012-095-51046				-
OPEB/POST EMP BENEFITS	7,719.38	5,602.00	(2,117.38)	Decreased due to restructuring of personnel allocations between Sunrise Mobile Home Park and Parks and Recreation. The existing allocation did not accurately reflect actual staff time.
012-095-52010				-
HEAT,LIGHT,POWER	47,150.00	41,950.00	(5,200.00)	Decreased based on current trend and need
012-095-52012				-
OFFICE SUPPLIES,POSTAGE	100.00	100.00	-	-
012-095-52015				-
PROFESSIONAL/TECH. SVS.	11,065.72	2,465.72	(8,600.00)	Decreased based on current trend and need
012-095-52016				-
INSURANCE	-	-	-	-
012-095-52017				-
WASTE FEES	5,400.00	5,000.00	(400.00)	Decreased based on current trend and need
012-095-52018				-
SPECIAL DEPT. SUPPLIES	5,000.00	5,000.00	-	-
012-095-52024				-
PROPERTY TAXES	600.00	600.00	-	-
012-095-52026				-
SUPPLIES	-	-	-	-

012-095-52045					-
IT	670.00	-	(670.00)		Decreased based on no spending obligation
012-095-53020					-
VEHICLE OPERATION	730.00	730.00	-		-
012-095-55050					-
PARK RENOVATION	-	-	-		-
012-095-55100					-
CCP	28,317.00	28,317.01	0.01		-
012-095-56025					-
DEPRECIATION	-	-	-		-
012-095-56027					-
CAPITAL IMPROVEMENT	-	16,600.00	16,600.00		Increased based on the cost of constructing two driveways and a street improvement plan/design.
012-095-56028					-
CAPITAL EQUIPMENT	-	-	-		-
012-095-56040					-
REPLACEMENT RESERVE	-	-	-		-
Grand Total	203,737.70	172,274.85	(31,462.85)		Sunrise Mobile Home Park expenses would decrease by \$31,462.85 if the proposed adjustments are approved. The decrease is mainly due to decreased personnel costs.

SUNRISE MOBILE HOME PARK SUMMARY

Revenue

23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
148,240.00	154,000.00	5,760.00	The increase in budgeted revenue is due to increased interest earnings.

Expenses

23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
203,737.70	172,274.85	(31,462.85)	The decrease in budgeted expenses is mainly due to decreased personnel costs.

Fund Balance Used this FY

23-24 Mid-Year Revenue	23-24 Mid-Year Expenses	Addition to/(Use) of Fund Balance	COMMENTARY
154,000.00	172,274.85	(18,274.85)	Addition to fund balance or use of fund balance in a given year is a function of revenue and expenses. The proposed mid-year budget adjustments result in the use of \$18,274.85 of the Sunrise Mobile Home Park Fund balance. The Sunrise Mobile Home Park Fund balance at the start of FY 23-24 was \$377,353.

Capital Expenses this FY

23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
-	16,600.00	16,600.00	The proposed mid-year budget adjustments result in an increase in capital spending in the amount of \$16,600.00. Capital Improvement increased by \$16,600.

Operating Budget this FY

23-24 Mid-Year Operating Revenue	23-24 Mid-Year Operating Expenses	Operating Surplus/(Deficit)	COMMENTARY
154,000.00	155,674.85	(1,674.85)	The budget adjustments proposed for the Sunrise Mobile Home Park Fund result in an operating deficit in the amount of \$1,674.85. The operating deficit of SMHP has already been analyzed by staff and addressed.

C.O.P.S FUND REVENUE

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
033-000-33010				-
INTEREST ON BANK DEPOSITS	2,400.00	6,400.00	4,000.00	Initially budgeted conservatively due to lack of clarity on direction of interest rates. Due to current investment returns and projected changes (lack of changes) in interest rates, increasing budget to realistic target.
033-000-39967				-
COPS/AB 1913	100,000.00	100,000.00	-	-
Grand Total	102,400.00	106,400.00	4,000.00	C.O.P.S. Fund budgeted revenue would increase by \$4,000.00 if the proposed adjustment is approved.

C.O.P.S. FUND EXPENSES

Row Labels	23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
033-033-51001				-
SALARIES-FULL TIME	-	-	-	-
033-033-51002				-
SALARIES/PART-TIME	-	-	-	-
033-033-51003				-
RESERVES-PART/TIME	-	-	-	-
033-033-51004				-
OVERTIME WAGES	70,000.00	50,000.00	(20,000.00)	Decreased based on historical and actual trend
033-033-51006				-
VISION	-	-	-	-
033-033-51007				-
HEALTH INSURANCE	-	-	-	-
033-033-51008				-
DENTAL INSURANCE	-	-	-	-
033-033-51010				-
WORKERS COMPENSATION	-	-	-	-
033-033-51011				-
MEDICARE TAX	-	-	-	-
033-033-51017				-
PARS-ARS	-	-	-	-
033-033-51024				-
EMPLOYER COMP MATCH	-	-	-	-
033-033-51027				-
PERS EMPLOYEE/EMPLOYER	-	-	-	-
033-033-51029				-
PERS LS UAL	-	-	-	-
033-033-51041				-
LIFE INSURANCE	-	-	-	-
033-033-51043				-
DISABILITY INSURANCE	-	-	-	-
033-033-52006				-
RECRUITMENT	-	10,000.00	10,000.00	Increased based on department need
033-033-52009				-
TRAINING	-	-	-	-
033-033-52015				-
PROFESSIONAL/TECH. SVS.	-	-	-	-
033-033-52018				-
SPECIAL DEPT. SUPPLIES	-	-	-	-
033-033-52019				-
MISC. DUES & SUBSCRIPT.	-	-	-	-
033-033-52045				-

IT	-	-	-	-
033-033-53020				-
VEHICLE OPERATION	10,000.00	10,000.00	-	-
033-033-56028				-
CAPITAL EQUIPMENT	-	-	-	-
033-033-56029				-
CAPITAL EQUIP. REPLACE.	25,000.00	25,000.00	-	-
033-033-57000				-
LEASE PRINCIPAL	33,000.00	57,800.00	24,800.00	Increased to cover lease vehicle expense, capital cost reduction was not considered when original budget was developed. Also, annual payment for body cams and taser package included in the increase.
033-033-57001				-
LEASE INTEREST	-	-	-	-
Grand Total	138,000.00	152,800.00	14,800.00	C.O.P.S. Fund expenses would increase by \$14,800.00 if the proposed adjustments are approved. The increase is due to increased recruitment and equipment lease spending.

C.O.P.S. FUND SUMMARY

Revenue

23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
102,400.00	106,400.00	4,000.00	The increase in budgeted revenue is due to increased interest earnings.

Expenses

23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
138,000.00	152,800.00	14,800.00	The increase in budgeted expenses is due to increased recruitment and equipment lease spending.

Fund Balance Used this FY

23-24 Mid-Year Revenue	23-24 Mid-Year Expenses	Addition to/(Use) of Fund Balance	COMMENTARY
106,400.00	152,800.00	(46,400.00)	Addition to fund balance or use of fund balance in a given year is a function of revenue and expenses. The proposed mid-year budget adjustments result in the use of \$46,400.00 of the C.O.P.S. Fund balance. The C.O.P.S. Fund balance at the start of FY 23-24 was \$204,702.

Capital Expenses this FY

23-24 Original Budget	23-24 Mid-Year Budget	Increase/(Decrease)	COMMENTARY
25,000.00	25,000.00	-	-

Operating Budget this FY

23-24 Mid-Year Operating Revenue	23-24 Mid-Year Operating Expenses	Operating Surplus/(Deficit)	COMMENTARY
106,400.00	117,800.00	(11,400.00)	<p>The budget adjustments proposed for the C.O.P.S. Fund result in an operating deficit in the amount of \$11,400. An operating deficit is not a concern within the C.O.P.S. Fund as the fund is restricted in use and is subject to fund balance limit on a year-to-year basis.</p>

MISCELLANEOUS BUDGET ADJUSTMENTS

Local Transportation Fund

Account ID	Description	2024 Approved Budget	2024 Mid-Year Budget	Mid-Year Increase/(Decrease)	Notes
007-000-59999	TRANS OUT	-	27,213.29	27,213.29	Transfer from Fund 007 to Seibu to pay for Right of Way purchase already approved by council

SEIBU To School Bike Path Fund

Account ID	Description	2024 Approved Budget	2024 Mid-Year Budget	Mid-Year Increase/(Decrease)	Notes
057-000-39961	Seibu to School Bike Path	-	45,000.00	45,000.00	Revenue from LTC for ROW purchase reimbursement & transfer from Fund 007
057-000-56027	Capital Improvement	-	45,000.00	45,000.00	Capital expense for purchase of ROW from DWP. Already council approved.