

Lindsay City Council Agenda

Regular Meeting

Council Chambers at City Hall
251 E. Honolulu, Lindsay, California
Tuesday, April 12, 2016
6:00PM

-
1. a) Call to Order: 6:00 p.m.
b) Roll Call: Council members Salinas, Mecum, Kimball, Mayor Pro Tem Sanchez, Mayor Padilla.
c) Flag Salute: Mayor Pro Tem SANCHEZ.
d) Invocation

 2. Public Comment: The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council, including agenda items, other than noticed public hearings. Comments shall be limited to (3) minutes per person, with 30 minutes overall for the entire comment period, unless otherwise indicated by the Mayor.

 3. COUNCIL REPORTS.
Presented by Council members.

 4. STUDENT REPORT.
Presented by Esmie Muñoz.

 5. STAFF REPORTS.
Presented by Bill Zigler, Interim City Manager.

 6. Consent Calendar: These items are considered routine and will be enacted by one motion, unless separate discussion is requested by Council or members of the public.
Request for approval of the following: (pg.1-10)
 - a) Meeting Minutes for Mar. 22nd, 2016.
 - b) Warrant List for Mar. 29th, 2016.
 - c) Treasurer's Report for Mar. 29th, 2016.
 - d) DBCP Notification Update.

 7. MAYOR'S PROCLAMATION & INTRODUCTION OF THE 2016 ORANGE BLOSSOM QUEEN, ATTENDANTS AND THE HONORED COUPLE. (pg. 11-13)
Presented by Mary Jane Denni, Activities Director.

 8. PUBLIC HEARING: (pg. 14-17)
 - A) HOUSING ELEMENT UPDATE
 - B) REQUEST TO CONTINUE DRAFT MITIGATED NEGATIVE DECLARATIONPresented by Brian Spaunhurst, Assistant City Planner.

 9. LETTER OF WITHDRAWAL REGARDING WELL 11 PLANNING GRANT AGREEMENT. (pg. 18-19)
Presented by Mike Camarena, City Services Director.

 10. REQUEST FOR APPROVAL OF RESOLUTION 16-11 APPROVING WELL 14 DBCP PLANNING GRANT AGREEMENT NO. D15-02026 FOR DRINKING WATER STATE REVOLVING FUND (DWSRF) PROJECT 541000-007P. (pg. 20-76)
Presented by Mike Camarena, City Services Director.

 11. INFORMATIONAL ITEMS: (pg. 77-79)
 - A) SUSTAINABLE GROUNDWATER MANAGEMENT ACT UPDATE
 - B) SURFACE WATER SUPPLY UPDATEPresented by Mike Camarena, City Services Director.

 12. 2016/2017 BUDGET STUDY SESSION, 1st DRAFT. (pg. 80-145)
Presented by Justin Poore, Finance Director.

 13. COUNCIL DISCUSSION REGARDING RESPONSE TO THE GRAND JURY. (pg. 146-152)
Presented by Mayor Padilla.
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14. COUNCIL DISCUSSION REGARDING AMENDING SECTION 2.08.260 (pg.153)
OF THE LINDSAY MUNICIPAL CODE.
Presented by Mayor Padilla.

15. ADJOURN. The next Regular meeting is scheduled for **TUESDAY, APRIL 26, 2016 at 6:00 PM** in the Council Chambers at City Hall, 251 E. Honolulu, Lindsay, CA 93247.

Materials related to an Agenda item submitted to the legislative body after distribution of the Agenda Packet are available for public inspection in the office of the City Clerk during normal business hours. Complete agenda is available at www.lindsay.ca.us. In compliance with the Americans with Disabilities Act & Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the office of the City Clerk at (559) 562-7102 ext 8031. Notification 48 hours prior to the meeting will enable the City to ensure accessibility to this meeting and/or provision of an alternative format of the agenda and documents in the agenda packet.⁷

Lindsay City Council Meeting Minutes

Pg. 8167

Regular Meeting
251 East Honolulu, Lindsay, California
Tuesday, March 22, 2016
6:00 P.M.

CALL TO ORDER.

Mayor Pro Tem SANCHEZ called the Regular Meeting of the Lindsay City Council to order at 6:00 p.m. in the Council Chambers at City Hall, 251 E. Honolulu, Lindsay, and California.

COUNCIL PRESENT: SALINAS, MECUM, KIMBALL, MAYOR PRO TEM SANCHEZ

COUNCIL ABSENT: Mayor PADILLA.

FLAG SALUTE: Council member MECUM.

Mayor Pro Tem SANCHEZ asked if there were any members of the audience that needed translation into Spanish, seeing there were none, she continued on to the Invocation.

INVOCATION: led by Pastor Paul Leavens of the Lindsay Christian Church.

PUBLIC COMMENT:

Angel Galvez - announced Candidacy for Board of Supervisors District 1 and provided information on his experience and education.

Tim Daubert – announced receipt of an email from the City Manager inviting him to join the Disability Advisory Committee and stated his previous experience with the City & being Disability Advocate doesn't require that he work with the City.

COUNCIL REPORTS

Council member KIMBALL – reported on Lindsay History Book on sale at the Lindsay Museum & Gallery after tonight's meeting & TCAG meeting Regarding Unmet Needs.

Council member MECUM – had nothing to report.

Council member SALINAS – lots of work going on at the main park, will it be ready for OBF?

Mayor Pro Tem SANCHEZ – had nothing to report.

STUDENT REPORT – NO REPORT

STAFF REPORT

Interim City Manager Bill Zigler's report included the following:

Release of Lindsay History Book tonight at the Museum

Staff reviewing new software for the Finance Department

Chamber Mixer @ E & E Industries 360 N. Mt. Vernon

Property being dedicated to the City may require Phase I Environment at cost of \$2500 to the City

Activities at McDermont - Dance 4/1, Quilt Show, End of Year parties being scheduled & Flo Rider is back up

Water Conservation currently below 25% target

City's initial water allocation will be same as last year 850 acre feet

SGMA MOU update possibly at 4/12 meeting

Hickory Street Project underground work is underway

HRPP will begin on 4/19 following OBF

Ashland Apartment Update will be \$700,000

Taco Bell Renovation will be \$400,000

Concrete sidewalks at the main park expected to be completed on 4/1

Horseshoe Pit project is underway

Olive Bowl Update

CONSENT CALENDAR:

a) Meeting Minutes for Mar. 8th, 2016.

b) Warrant List for Mar. 7th & 14th, 2016.

c) Temp. Use Permit allowing closure of alley directly behind the Orange Bar for Beer Garden 4/16 from 8am to 2am

d) Follow-up on Development Extension Agreement for Westwood Ave., Res. 16-03

e) Temp. Use Permit allowing Sale of Shaved Ice at 419 W. Hermosa

f) Temp. Use Permit allowing La Puerta Abierta Church Use of the Lindsay Park Stage Area on 3/25 from 2-10pm.

g) Temp. Use Permit allowing Church of God of Prophecy Use of the Lindsay Park Stage Area on 3/26 from 2-10pm

CONSENT CALENDAR ACTION:

On Motion by SALINAS and MECUM by KIMBALL, the Lindsay City Council approved the Consent Calendar, as presented, Via Minute Order.

ACTION:

AYES: SALINAS, MECUM, KIMBALL, SANCHEZ.
NOES: None.
ABSENT: PADILLA.

PROCLAMATION ANNOUNCING APRIL AS CHILD ABUSE PREVENTION MONTH IN THE CITY OF LINDSAY.

Director of Healthy Start Family Resource Center Linda Ledesma provided brief information on the program.

Mayor Pro Tem SANCHEZ then read the Child Abuse Prevention Month Proclamation aloud and presented it to Healthy Start Family Resource Center Director Linda Ledesma.

ACTION: This item required no ACTION.

REQUEST TO CONTINUE BUDGET STUDY SESSION APRIL 12, 2016.

Finance Director Just Poore introduced this item and staff report. Finance Director explained his need for additional time to provide a quality budget presentation to Council.

All agreed to continue the item to the April 12, 2016 meeting.

ACTION: City Attorney stated, "This item requires no Action."

STREET IMPROVEMENT DISCUSSION

City Services Director Mike Camarena introduced this item. He stated that the purpose for this discussion tonight is to receive direction from Council on concerns regarding needed street work on Foothill from Hermosa to Valencia. So the question is "What can we do there quickly and at what cost?" Bids were received from several local contractors and the lowest bid was \$25,000 to do a portion between Hermosa & Honolulu. It's the same cost to go from Honolulu to Valencia since they are essentially the same distances & widths. For that price, they would be coming in with a 2" cold-mix overlay and rolling & grading it out.

City Services has received a lot of complaints from county residents about the condition of the street. It seems the people that are using it the most are essentially county residents or the people going to school but that is the connector to the High School and the connector to the west part of town.

The question for Council now is "Do we want to spend \$25,000 per block to make those temporary improvements on those streets?" He went on to explain the project further and included information on the funding mechanisms for the current projects on Hickory & Parkside.

Discussion included traffic in that area, potential life of repair, 4-way stop at Lindmore & Mirage, need to repair Cedar Avenue, can we piggyback with other street projects and problems on Harvard north of Sierra View. There was brief discussion on possible future street projects in the area of Bellah, Homassel, Hamlin, Alameda & portions of Elmwood and the economy of scale to do those streets.

Council member SALINAS: I say we go ahead and repair both sections of Foothill at \$25,000 each.

Council member MECUM was in agreement.

Council member KIMBALL: Suggested waiting until after the rainy season.

City Services Director: "If we can get a window of no rain the contractor can get in and get it done and then traffic compacting it will actually be better for the curing. We could target the next 30-60 days if Council approves this tonight."

Following Council discussion Council member MECUM motioned for approval of the request to repair both sections of Foothill at a cost of \$25,00 each.

STREET IMPROVEMENT DISCUSSION continued

Council member SALINAS mentioned he had already motioned for that. He then stated he would Second the Motion.

Mayor Pro Tem SANCHEZ: She called for "All in Favor" then "Anyone opposed." All were in Favor and the request to repair both sections of Foothill at \$25,000 each, was passed 4-0.

ACTION:

On Motion by SALINAS and Second by MECUM, the Lindsay City Council Approved a Request to repair both sections of Foothill at a cost of \$25,000 each, via Minute Order.

AYES: SALINAS, MECUM, KIMBALL, SANCHEZ.
NOES: None.
ABSENT: PADILLA.

The City Attorney read the Executive Session Section and the Council went into Closed Session.

EXECUTIVE SESSION:

Conference with Legal Counsel regarding Liability Claims GC§54956.95 1 - case
Claimant: Sheila De Ocampo
Agency Claimed Against: Lindsay Police Department

Mayor Pro Tem SANCHEZ reconvened the Regular Council Meeting of the Lindsay City Council and announced there was nothing to report and no action taken.

With no further business, Mayor Pro Tem SANCHEZ asked for a motion to adjourn the meeting.

ADJOURN. Upon motion by **SALINAS** and Second by **KIMBALL**, Mayor Pro Tem SANCHEZ adjourned the Meeting of the Lindsay City Council at 7:13 pm. There is a Public Workshop on the City of Lindsay's Housing Element scheduled for 5:30pm on Friday April 1st in the Community Development Conference Room and the next Regular City Council Meeting is scheduled for **Tuesday, April 12, 2016 at 6PM** in the Council Chambers at City Hall, 251 E. Honolulu, Lindsay, CA 93247.

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

Carmela Wilson, City Clerk

Rosaena Sanchez, Mayor Pro Tempore

CITY OF LINDSAY ORGANIZATIONAL CHART FOR 2015-2016

FUND /DEPT	TITLE/DESCRIPTION		
1014010	CITY COUNCIL		
1014040	CITY MANAGER		
1014050	FINANCE		
1014060	CITY ATTORNEY		
1014090	NON-DEPARTMENTAL		
1014110	PUBLIC SAFETY		
1014120	PUBLIC WORKS DEPT.		
1014130	STREETS		
1014210	PARKS		
1024111	ASSET FORFEITURE		RESTRICTED FUND
2614160	GAS TAX-MAINTENANCE		RESTRICTED FUND
2634180	TRANSPORTATION		RESTRICTED FUND
2644190	TRANSIT FUND		RESTRICTED FUND
3004300	MCDERMONT OPERATION		ENTERPRISE FUND
4004400	WELLNESS CENTER/AQUATIC		ENTERPRISE FUND
5524552	WATER		ENTERPRISE FUND
5534553	SEWER		ENTERPRISE FUND
5544554	REFUSE		ENTERPRISE FUND
5564556	LAND APPLICATION		SPECIAL REVENUE FUND
600	CAPITAL IMPROVEMENT FUND		ISF
8414140	CURB & GUTTER		SPECIAL REVENUE FUND
856	STORM DRAIN SYSTEM		SPECIAL REVENUE FUND
857	DOMESTIC WASTEWATER		SPECIAL REVENUE FUND
660	SUCCESSOR AGENCY FUND - RDA		
662	SUCCESSOR AGENCY FUND - LMI		
ASSESSMENT DISTRICTS:			
8834883	SIERRA VIEW	8884888	PARKSIDE ESTATES
8844884	HERITAGE PARK	8894889	SIERRA VISTA
8854885	INGOLDSBY	8904890	MAPLE VALLEY
8864886	SAMOA STREET	8914891	PELOUS RANCH
8874887	SWEETBRIER UNITS		
HOUSING AND COMMUNITY DEVELOPMENT:			
7004700	CDBG REVOLVING LN FUND		
7204720	HOME REVOLVING LN FUND		
779	IMPOUND ACCOUNT		

NOTE: All payments using the object code of 200: EXAMPLE XXX-200-XXX are Liability accounts for monies collected from other sources - i.e. payroll deductions, deposits, impounds, etc - and are not Expenses to City

WARRANT LIST 4/12/2016

CHECK#	CHECK DATE	VENDOR#	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
86069	03/29/16	4908	AMERITAS LIFE INSURANCE	101	200260	DIVISION 1 MARCH 2016	\$836.52
86069	03/29/16	4908	AMERITAS LIFE INSURANCE	101	200260	DIVISION 2 MARCH 2016	\$2,741.04
86070	03/29/16	3428	AT&T MOBILITY	1014110	037000	559-333-6136	\$92.12
86070	03/29/16	3428	AT&T MOBILITY	3004300	069111	559-553-5311	\$29.99
86071	03/29/16	2047	BLUE SHIELD	101	200260	MARCH 2016	\$59,819.68
86072	03/29/16	4130	CALIFORNIA HOUSING	660	220221	HELP	\$166,782.00
86073	03/29/16	075	CSJVRMA	1014090	034000	LIABILITY PROGRAM RMA	\$14,791.00
86073	03/29/16	075	CSJVRMA	101	200510	WORKERS' COMP RMA	\$68,413.00
86073	03/29/16	075	CSJVRMA	4004400	034000	LIABILITY PROGRAM RMA	\$3,500.00
86073	03/29/16	075	CSJVRMA	5524552	034000	LIABILITY PROGRAM RMA	\$5,000.00
86073	03/29/16	075	CSJVRMA	5534553	034000	LIABILITY PROGRAM RMA	\$5,000.00
86073	03/29/16	075	CSJVRMA	5544554	034000	LIABILITY PROGRAM RMA	\$1,000.00
86074	03/29/16	3733	DIRECTV	3004300	069069	080290518 FEB. 2016	\$140.98
86074	03/29/16	3733	DIRECTV	4004400	033001	059208625 MARCH 2016	\$148.54
86075	03/29/16	1363	FIRST AMERICAN TITLE	1014050	031000	FILE54075116476	\$395.00
86077	03/29/16	1391	HOME DEPOT	6004775	064002	6181202 REF. #6023981	-\$227.81
86077	03/29/16	1391	HOME DEPOT	6004775	064002	6023981	\$546.08
86078	03/29/16	3476	JUAN ANDRADE	779	200351	REF. SURPLUS IMPOUND	\$319.94
86079	03/29/16	4067	LINCOLN NAT'L INSURANCE	101	200260	MARCH 2016	\$499.07
86080	03/29/16	3463	MARIA L. DIAZ	779	200351	REF. SURPLUS IMPOUND	\$42.84
86081	03/29/16	2482	MARIA O. GUARDADO	779	200351	REF. SURPLUS IMPOUND	\$22.04
86082	03/29/16	5243	NATIONAL GYM SUPPLY	3004300	069092	SI-8202379	\$188.19
86083	03/29/16	5625	NGLIC-SUPERIOR VISION	101	200260	MARCH 2016	\$646.28
86084	03/29/16	1565	OACYS.COM INC	4004400	033001	147108	\$80.00
86085	03/29/16	3750	PEPSI-COLA	3004300	069116	86506103	\$1,046.55
86086	03/29/16	5796	PRESORT OF FRESNO LLC	5524552	022000	APRIL 2016	\$462.34
86086	03/29/16	5796	PRESORT OF FRESNO LLC	5534553	022000	APRIL 2016	\$462.34
86086	03/29/16	5796	PRESORT OF FRESNO LLC	5544554	022000	APRIL 2016	\$462.33
86087	03/29/16	1603	RACHEL PEREZ	702	300999	PAYOFF OVERPAYMENT	\$490.98
86087	03/29/16	1603	RACHEL PEREZ	779	200351	REF. SURPLUS IMPOUND	\$998.60
86088	03/29/16	298	SAVE MART SUPERMARKET	4004400	069115	3/17/16	\$22.07
86088	03/29/16	298	SAVE MART SUPERMARKET	4004400	069115	2/18/16	\$8.99
86088	03/29/16	298	SAVE MART SUPERMARKET	4004400	069115	2/18/16	\$17.98

WARRANT LIST 4/12/2016

CHECK#	CHECK DATE	VENDOR#	VENDOR	FUND	ACCOUNT	DESCRIPTION	AMOUNT
86089	03/29/16	6000	SIMPLE SYSTEMS	3004775	064000	744	\$6,230.43
86090	03/29/16	1776	SMART & FINAL	4004400	069115	2/17/16	\$436.01
86090	03/29/16	1776	SMART & FINAL	4004400	069115	3/16/16	\$302.27
86091	03/29/16	310	SOUTHERN CA. EDISON	4004400	032006	3-031-5675-04	\$2,928.61
86092	03/29/16	3634	STATE FARM GENERAL	779	200351	ADRIANA #87-B4-E861	\$479.00
86093	03/29/16	5267	SUNGARD PUBLIC SECTOR	1014050	037000	114971 ADDITIONAL USER	\$32.00
86093	03/29/16	5267	SUNGARD PUBLIC SECTOR	1014050	037000	114971	\$605.00
86093	03/29/16	5267	SUNGARD PUBLIC SECTOR	1014120	037000	114971	\$605.00
86093	03/29/16	5267	SUNGARD PUBLIC SECTOR	3004300	037000	114971	\$605.00
86093	03/29/16	5267	SUNGARD PUBLIC SECTOR	5524552	037000	114971	\$605.00
86093	03/29/16	5267	SUNGARD PUBLIC SECTOR	5534553	019000	114971	\$605.00
86094	03/29/16	3112	SUSANA MAGANA	779	200351	REF. SURPLUS IMPOUND	\$112.95
86076	03/29/16	144	THE GAS COMPANY	3004300	069109	094-461-1294-9	\$1,528.04
86076	03/29/16	144	THE GAS COMPANY	3004300	069109	102-887-8712-9	\$244.15
86095	03/29/16	5336	TULARE COUNTY TAX COLLECTOR	5524552	022000	205-281-019-000	\$1,734.06
86096	03/29/16	5432	TU. CO. TRANSPORTATION	1014130	047001	MEASURE R MARCH INT.	\$4,973.55
86097	03/29/16	624	US BANK TRUST	660	031000	4170355	\$1,900.00
86097	03/29/16	624	US BANK TRUST	660	031000	4115023	\$500.00
86099	03/29/16	1010	VERIZON CALIFORNIA	1014120	033001	559-197-3890	\$0.50
86099	03/29/16	1010	VERIZON CALIFORNIA	1014110	033001	559-197-3890	\$2,628.94
86098	03/29/16	1010	VERIZON CALIFORNIA	3004300	069111	559-562-3326	\$366.66
86098	03/29/16	1010	VERIZON CALIFORNIA	3004300	069111	559-562-6317	\$121.82
86098	03/29/16	1010	VERIZON CALIFORNIA	4004400	033001	559-562-3657	\$403.06
86099	03/29/16	1010	VERIZON CALIFORNIA	5524552	033001	559-197-3890	\$289.27
86099	03/29/16	1010	VERIZON CALIFORNIA	5534553	033001	559-197-3890	\$294.23
86100	03/29/16	370	WALMART COMMUNITY	3004300	069090	022921	\$162.36
86100	03/29/16	370	WALMART COMMUNITY	4004400	023000	010323	\$155.72
						TOTAL	\$363,627.31



Treasurer's Report

MARCH 2016

Cash Balances Classified by Depository

	GL ACT#	TYPE	Balance	Current Annual Yield	Interest Earned This Period
Petty Cash/Cash Register Funds	100-102	RES	\$2,628.00	N/A	
Bank Of Sierra - Payroll	100-106	GEN	\$422,906.42	N/A	
Bank Of Sierra - AP/Operating	100-100	GEN	\$876,242.52	N/A	
Bank Of Sierra - McDermont	100-500	GEN	\$59,108.18	N/A	
Bank of Sierra - 90 Day Investment CD	100-117	INV-RES	\$239,051.18	0.45	57.76
Bank Of Sierra - Impound Account	100-120	RES	\$22,903.15	0.05	0.84
Bank Of Sierra - WWTP Project	100-553	RES	\$15,795.06	0.02	0.53
Bank Of Sierra - Water Project	100-552	RES	\$12,492.02	0.05	0.36
LAIF Savings: City & Successor Agency	100-103	INV-RES	\$11,041.90	0.35	
Total Cash Balances @ March 31, 2016			\$1,662,168.43		59.49

MARCH 2016 Accounts Payable	\$400,247	MARCH DEBT SERVICE:	0.00
MARCH Payroll & Benefits 03/04/2016	\$230,125		
MARCH Payroll & Benefits 03/18/2016	\$231,421		
MARCH 2016 Total Expenditures	\$861,794		

Compliance with Investment Policy

As of March 31, 2016, the investments were in compliance with the requirements of the City's investment policy. This report reflects all cash and investments of the City of Lindsay (O/S checks not reflected in End Cash Balance).

Invested Funds
\$250,093.08

Respectfully submitted,

GEN=GENERAL UNRESTRICTED
RES=RESTRICTED ACTIVITY
INV=INVESTMENT

Justin Poore
Finance Director

Treasurer's Report - ADENDUM

Cash Balances Classified by Depository

	GL ACT#	TYPE	Balance__	SUBTOTALS	Interest Earned this Period
Current Asset					
			\$2,628.00		
			\$239,051.18		57.76
			\$11,041.90		
				\$252,721.08	
Rolling Assets <small>*there are accounts that change frequently and satisfy certain debts / liabilities</small>					
			\$422,906.42		
			\$876,242.52		
			\$22,903.15		0.84
			\$59,108.18		
				\$1,381,160.27	
Long Term Assets / Project Funds					
			\$15,795.06		0.53
			\$12,492.02		0.36
				28,287.08	59.49 total interest

Total Cash Balances @ March 31, 2016 **\$1,662,168.43**

As of March 31, 2016, the investments were in compliance with the requirements of the City's Investment policy. Total Available Funds
 This report reflects all cash and investments of the City of Lindsay (O/S checks not reflected in End Cash Balance) \$1,126,335.60

Invested Funds are not immediate liquid and should not be thought of being easily accessible.

Liabilities

Current Liabilities					
			\$305,734.20		
			\$514,521.11		
				\$820,255.31	
Long Term Liabilities					
	Due				
	TCAG Settlement	4/10/2016	\$18,391.50		
	Library Landscape Loan	5/12/2016	\$18,519.50		
	Tulare Road Loan	5/12/2016	\$61,374.50		
	Water Clarifier Loan	6/1/2016	\$8,377.00		
	CalHFA Loan HELP-080803-0	6/15/2016	\$50,000.00		
	CalHFA Loan RDL-090806-0	6/15/2016	\$25,000.00		
	McDermont Lease Bond	6/15/2016	\$97,912.50		
	Sewer Infrastructure Loan	6/28/2016	\$25,623.00		
				<u>\$305,198.00</u>	
				<u>\$1,125,453.31</u>	

Total Retained Earnings *basically what the city is keeping for operations (assets minus liabilities) \$882.29

City Revenue For Period Ending 3/31/2016

		\$6,081.11		
		\$473,210.57		
		\$54,359.49		
		\$973,469.73		
			\$1,507,120.90	

City Expense

		\$230,125.18		
		\$231,421.08		
		xx		
		\$98,285.50	<small>*includes 2 forward months expected payments</small>	
		\$400,247.41		
			\$960,079.17	

Total Operating Income or Loss \$547,041.73



DATE : April 12, 2016
TO : Mayor Padilla and City Council Members
FROM : Michael Camarena, City Services Director
RE : DBCP Notification Update

As past updates have identified, the quarterly notification for Dibromochloropropane (DBCP) at Well 14 is a requirement of the State of California Water Resources Control Board (DWR). Every water service account will receive this notice. This is the first quarter notification for 2016 and as long as the well exceeds the maximum contaminant level (MCL) for DBCP, quarterly notification will be required by DHS. The first notification was released in April, 2012.

The template for this letter was provided by the DHS. It is their approved language; we update this notice with our well test values, in a running average.

While the well exceeds the MCL for DBCP, the notice states that this is not an emergency and that an alternate source of water is not needed. It also points out that persons with specific health concerns consult their doctor.

The notice identifies a possible source of the contaminant (past agricultural practices) as well as what city staff has done in pursuit of a resolution to the contamination (State of California Safe Drinking Water State Revolving Fund (SRF) for project funding). The project identified for the DBCP mitigation is granular activated carbon filtration. A preliminary estimate prepared in April 2012 for this type of project is \$775,000. The City identified a time frame of 16 months to have the problem corrected, if necessary.

Attachment:
DBCP Notification

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Este informe contiene información muy importante sobre su agua potable.
Tradúzcalo o hable con alguien que lo entienda bien.

City of Lindsay Has Levels of Dibromochloropropane (DBCP) Above Drinking Water Standards

Our water system recently failed a drinking water standard. Although this is not an emergency, as our customers, you have a right to know what you should do, what happened and what we are doing to correct this situation.

We routinely monitor for the presence of drinking water contaminants. Testing results collected between 2011 and 2015 show that our system exceeds the standard or maximum contaminant level (MCL), for Dibromochloropropane (DBCP) which is 0.200 ug/L. Based on data gathered from October 2014 to February 2016, the running average DBCP result for Well No. 14 was 0.207 ug/L.

What should I do?

- **You do not need to use an alternative (e.g., bottled) water supply.** However, if you have specific health concerns, consult your doctor.
- This is not an emergency. If it had been, you would have been notified immediately. However, *some people who use water containing DBCP in excess of the MCL over many years may experience reproductive difficulties and may have an increased risk of getting cancer.*
- If you have other health issues concerning the consumption of this water, you may wish to consult your doctor.

What happened? What was done?

The DBCP level at Well 14 could be due to past agricultural practices. Since August 2011 this well has been used as a supplement water supply to the treated water from the Friant Kern Canal. Well 14 has been used as the system demanded it. The Well was off line for the months of March, April and May 2013.

The City has identified costs of filtering this well water to remove or lower the DBCP levels to come into compliance with MCL and has submitted a planning application to the State of California Safe Drinking Water State Revolving Fund for potential project funding. We will continue to monitor, test the well and provide public notification as required. We anticipate resolving the problem within 16 months, if needed. If testing results show a reduction in DBCP levels, you will be notified in the next quarterly water system update.

For more information, please contact Mike Camarena at 559-562-7102, ext.4 or at the following mailing address: P.O. Box 369, Lindsay, CA. 93247.

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

Secondary Notification Requirements

Upon receipt of notification from a person operating a public water system, the following notification must be given within 10 days [Health and Safety Code Section 116450(g)]:

- **SCHOOLS:** Must notify school employees, students, and parents (if the students are minors).
- **RESIDENTIAL RENTAL PROPERTY OWNERS OR MANAGERS** (including nursing homes and care facilities): Must notify tenants.
- **BUSINESS PROPERTY OWNERS, MANAGERS, OR OPERATORS:** Must notify employees of businesses located on the property.

This notice is being sent to you by the City of Lindsay.

Date distributed: 4-8-16.

City of Lindsay Mayor's Proclamation

Whereas, the Orange Blossom Festival is a celebration that honors the Citrus Industry in our community; and

Whereas, observance of this week affords the citizens of Lindsay a special opportunity to recognize the significant role of this Industry in our City; and

Whereas, this celebration commemorates the 84th Anniversary of the Lindsay Orange Blossom Festival, so let this year also represent a celebration to honor a City where all of its citizens give vision to progress & pride.

Now, Therefore, I, Ramona Villarreal-Padilla, Mayor of the City of Lindsay, do hereby proclaim

April 9th thru 16th, 2016
as
Orange Blossom Festival Days

on behalf of the City Council and all our citizens, and urge the entire community to actively support and participate in the activities of this celebration planned and conducted by the Orange Blossom Festival Committee.

In Witness Whereof, I, Have hereby set my hand and caused the Corporate Seal of the City of Lindsay to be affixed this 9th day of April, 2016.

City Council of the City of Lindsay

Ramona Villarreal-Padilla, Mayor

City of Lindsay
Mayor's Special Recognition

WHEREAS, the Orange Blossom Festival celebration affords the citizens of Lindsay a special opportunity to pay tribute to the significant role of the citrus industry in our City and recognize the Queen and her Court, chosen to preside over this joyous celebration of community; and

WHEREAS, academic achievement, civic & community service and individuals who work to achieve their highest potential are among the attributes considered in the selection of the Royal Party.

Now, Therefore, I, Ramona Padilla, Mayor of the City of Lindsay, on behalf of the City Council and all citizens of Lindsay, extend warm greetings to visitors and guests and invite all to join us in honoring the

2016 Orange Blossom Festival
Queen Angela Bolaños
and her Court

Lupe Aguilera
Mayra Lemus

Emily See
Ivette Rachel Bautista

In Witness Whereof, I, Have hereby set my hand and caused the Corporate Seal of the City of Lindsay to be affixed this 12th day of April, 2016.

City Council of the City of Lindsay

Ramona Villarreal-Padilla, Mayor

City of Lindsay
Mayor's Special Recognition

Whereas, Rhonda & Dennis have roots dating back to when Rhonda's grandparents moved here in 1907. They proudly proclaim they are third generation Lindsay residents as both of Rhonda's parents, Rhonda & Dennis along with their siblings and their two children were born in Lindsay. Having been involved in community not just for themselves but for their children, the Medders clearly beam with community loyalty!

Whereas, Rhonda & Dennis have fond memories of Orange Blossom as Rhonda served as a Queen's Attendant in 1968, their daughter Courtney was selected OBF Queen in 1997, two of their nieces have also been Queen's Attendant's and Rhonda's mother, Jeanne Boles, was chosen Honored Person in 2006. They raised their two children David & Courtney in Lindsay schools and as parents do, they became involved in their kids activities. For Rhonda that included volunteering at the Lindsay Coop Nursery School, serving on Parent-Teacher Organizations at Washington, Jefferson & Jr. High Schools, volunteering with Lindsay High School Athletics Boosters and Lindsay Skimmers. She also did medical transcription for various local physicians throughout the years, is a Charter member of PEO Chapter UZ and they are both members of the Lindsay Community Theater. She currently works for Palmer Insurance, a business her father co-founded 46 years ago.

Dennis has worked for the Lindsay Strathmore Irrigation District for 42 years, served in the U.S. Navy & received various awards, is a Post Commander of American Legion Post 128, Volunteer Fire Chief nearly 30 years, Man of the Year in 1991, scoreboard operator at the football games for 20 years, coached girls varsity basketball for 18 years, was assistant coach for the girls golf team for two years, Chaired the Recreation Authority, was a Lindsay Hospital Board Member, is co-creator of the Avenue of Flags at the Lindsay District Cemetery and serves as Chairman on the Lindsay Cemetery District Board.

Dennis & Rhonda have dedicated their lives to the Lindsay First Presbyterian Church serving as Session Members & Deacons and teaching Sunday School. They are proud grandparents to five talented, wonderful and active grandchildren, Jacob 15, Brooke 13, Alex 10, Avery 8 and Drew 6, who reside in Duarte, California & in Saleh, Washington.

Now, therefore, let us observance this Annual Event and recognize the unique contributions of

Rhonda & Dennis Medders, Honored Couple
for this
2016 Orange Blossom Festival

In Witness Whereof, I hereby set my hand and caused the Seal of the City of Lindsay to be affixed on this 12th day of April, 2016.

City Council of the City of Lindsay

Ramona Villarreal-Padilla, Mayor

PUBLIC HEARING PROCEDURES

The following rules shall apply:

1. OPEN the public hearing.
2. PROPOSERS (those in favor). The Council may ask questions of the proponents and they may respond.
3. OPPOSERS (those against). The Council may ask questions of the opponents and they may respond.
4. REBUTTAL each side.
5. FURTHER QUESTIONS from Council, but the parties may not engage in further debate.
6. CLOSE the public hearing.
7. COUNCIL DISCUSSION.
8. MOTION (if necessary).
9. COUNCIL VOTE.

MEMORANDUM

April 12, 2016

From: Assistant City Planner

To: City Council

Subject: Public Hearing for Draft Housing Element and Negative Declaration 16-11

Summary

Staff is presenting the draft Housing Element for City Council review and public hearing. Background information for this item includes this memo and a brief PowerPoint presentation.

Staff is requesting the public hearing for the Negative Declaration be tabled until the next available meeting on the 26th of April. This is so that information gathered on the 12th can be properly accounted for.

Recommendation

Staff recommends that the Council review the draft Housing Element and hold a public hearing. After such hearing and Council consideration, staff will make any recommended changes necessary and present the completed Housing Element for approval at the next Council meeting on April 26, 2016.

Background Information

Review Process: In March of 2016, Planning Staff was made aware of the State Requirement to update the Housing Element portion of Lindsay's General Plan. The deadline to complete this update is April 29, 2016. During March and April 2016, the City held two community workshops to obtain public input for housing policy development. These meetings were not well-attended and as a result, an additional attempt to gather public input was scheduled for April 8, 2016.

As a result of the input that was provided by those that did attend, the findings of the Housing Needs Assessment, and parameters of state housing law, staff developed a draft Element. This draft was built upon the following basic policy directions:

1. Minimize City participation in the development of new large projects for lower income housing. The private and non-profit sectors are able to provide for this market need through existing incentives (tax credits, sweat equity, etc.). City participation in lower

income housing development should further other important community goals, such as revitalization, redevelopment, and infill development (especially in and around the downtown core).

2. Focus City first-time homebuyer efforts on existing housing and limited infill redevelopment projects, to strengthen housing demand and preclude overconcentration of lower income housing in new developments.
3. Aggressively pursue housing rehabilitation programs, targeting the “worst of the worst” (e.g. those properties with obvious visible blight and construction/maintenance deficiencies resulting in life and safety hazards). Limited public funds should go where they will do the most good.
4. Target code enforcement efforts towards housing maintenance and overcrowding. Limited City enforcement resources should be allocated to where they will do the most good.
5. City assistance for new housing development efforts should focus on special needs groups and moderate income/above-moderate income households – those market segments not being addressed by private sector housing development.
6. The City should actively build market confidence in moderate and above-moderate income housing by assisting with small demonstration projects of new housing in the \$180,000 to \$280,000 price range.
7. City public improvement efforts should be targeted on those community facilities most negatively affecting community image (streets, schools, gateway commercial areas).

Housing Element Overview: State law required every city in California to comprehensively review and update the General Plan Housing Element every five years. In 2009 SB 375 was passed which increases the planning period from five to eight years. Many grant programs require state certification of the Housing Element as a precondition for grant eligibility.

The Housing Element was last updated in 2009. The Housing Element serves as the primary policy guide for housing development in Lindsay, providing the following essential information:

- Community input on housing issues (Chapter 1)
- Evaluation of past housing initiatives (Chapter 2)
- Existing housing conditions and project housing needs (Chapter 3)
- Analysis of adequate sites for future housing development needs (Chapter 4)
- Evaluation of potential constraints to future housing development (Chapter 5)
- Quantified objectives for future housing construction, rehabilitation, and conservation (Chapter 6)
- How the Housing Element is consistent with other City planning efforts (Chapter 7)

- Guidance for future housing development, in the form of housing goals, policies, and programs (Chapter 8)

This document provides ideas and tools needed for the community to improve and expand housing choices in Lindsay, so that all residents may have opportunity to enjoy safe, decent, and affordable housing.

Environmental Review

Since the Element is essentially a policy document, it is presumed that the project (the adoption of the Element) will not directly result in adverse environmental effects. On the basis of an initial study (attached), the City has prepared a Negative Declaration (a statement of the City Council that the project will not result in a significant adverse environmental impact, pursuant to state environmental quality laws). The completed environmental document along with Resolution 16-10 will be presented for public hearing and approval on April 26, 2016.

Next Project Steps

State law requires the Council-approved Housing Element to be submitted to HCD for final review and certification. The deadline for submittal is April 29, 2016, and staff is prepared to meet this deadline pending Council's direction.



DATE : March 22, 2016

TO : Mayor Padilla and City Council Members

FROM : Michael Camarena, City Services Director

RE : Well 11 Planning Grant Agreement, Letter of Withdrawal

In 2015, the City submitted an application to the State of California Water Resources Control Board (SWB), State Water Pollution Cleanup and Abatement Account (CAA). The application focus was to provide funding for the planning phase of our Well 11 project. This planning application was subsequently approved in 2015.

Part of the requirement of this grant was to provide a technical analysis of the contamination (Perchlorate and Nitrate contamination) as well as the preferred method of treatment (ion exchange treatment). During the preparation of the draft technical analysis, it was determined that the cost of construction as well as ongoing operation and maintenance costs would be considerably higher than what initial estimates were. Initial cost estimates developed in 2012 identified \$1,560,000 as the planning and implementation costs. The updated costs analysis completed in 2015 identified increased costs ranging from \$3,885,000 to \$ 4,876,000. Cost increases to the project are attributed to the complexity of treatment and the disposal of the byproduct created by the treatment process. To add complexity to the project, the annual operating cost of this more complex treatment facility increased as well. The range of annual operations and maintenance costs were estimated between \$1,016,000 to \$1,602,000.

The SWB has requested that the City provide a letter of withdrawal to close this project. The letter is included with this memo for Councils consideration and approval. Consultant costs in 2015, which have been paid, have been approved to be submitted to the SWB for reimbursement.

Recommendations;

1. Approve Letter of Withdrawal and authorize City Manager to execute letter on behalf of the City;
2. Do not approve Letter of Withdrawal and provide direction to staff.

Attachment:

1. Letter of Withdrawal

April 12, 2016

Mark Magtoto, WRC Engineer
Project Management and Technical Support Unit
Division of Financial Assistance
1001 I Street, 16th Floor
Sacramento, Ca. 95814

Re.; City of Lindsay Cleanup and Abatement Account
Grant Agreement 14-656-550 (C/A 358)

Mr. Magtoto,

As requested, please accept this correspondence for the above referenced project.

The City of Lindsay respectfully requests that Grant Agreement 14-656-550 (C/A 358) be withdrawn from the State Water Resources Control Board Cleanup and Abatement Account.

I appreciate the ability to submit this correspondence. If there are any other questions, please contact me.

Sincerely,

Bill Zigler
Interim City Manager

DATE : April 12, 2016
TO : Mayor Padilla and City Council Members
FROM : Michael Camarena, City Services Director
RE : Well 14 DBCP Planning Grant, DWSRF Project 5410006-007P
Agreement No. D15-02026

SUMMARY

The City submitted a planning application in the amount of \$120,000 in 2013 to the State of California Water Resources Control Board (SWB), Safe Drinking Water State Revolving Fund (SDWSRF); the application focus was to provide funding for the first phase of our Well 14 DBCP mitigation project. The final supporting documents for the planning application were approved by Council on May 26, 2015.

The planning funds will be utilized to complete construction documents (plans and specifications) for the Well 14 project. This grant is identified as "Principal Forgiveness" in the attached documents. Principal Forgiveness refers to the identified principal amount of \$120,000 that will be forgiven; if the planning project exceeds the \$120,000 amount the City will be responsible for all overages with this project.

The preferred method to mitigate existing DBCP contamination at Well 14 has been identified as activated carbon filtration at the well site. The initial estimate of construction for the treatment process is \$650,000. The City continues to test the well and provide quarterly notification to all water accounts. The first quarter notification of 2016 identified the running annual average at this well site to be 0.207ug/L with a standard compliance value of 0.2 ug/L.

The request this evening to approve the planning grant agreement and attached draft Resolution.

Requested Action:

1. Approve the Planning Grant Agreement and authorize the City Manager to execute DBCP Planning Grant, DWSRF Project 5410006-007P Agreement No. D15-02026;
2. Do not approve the Planning Grant and direct staff to pursue some other action.

Attachments:

1. Grant Agreement, DWSRF Project 5410006-007P, Agreement No. D15-02026
2. Resolution 16-11 Approving the Planning Grant Agreement



PROPOSITION 1 DRINKING WATER

CITY OF LINDSAY

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



PLANNING GRANT

PUBLIC WATER SYSTEM IMPROVEMENT PLANNING PROJECT

LINDSAY – 14 DIBROMOCHLOROPROPANE (DBCP) MITIGATION PROJECT

DRINKING WATER STATE REVOLVING FUND PROJECT NO. 5410006-007P
AGREEMENT NO. D15-02026

AMOUNT: \$120,000

ELIGIBLE START DATE: November 4, 2014

END DATE: June 1, 2053

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- EXHIBIT I - MATERIAL LITIGATION, INVESTIGATIONS, AUDITS

This Planning Grant, including all exhibits and attachments hereto, (Agreement) is dated as of the date set forth on the cover page of this Agreement, by and between the State Water Resources Control Board, an administrative and regulatory agency of the State of California (State Water Board), and the local government entity identified on the first page of this Agreement, duly organized and existing under the laws of the State of California (Recipient):

WITNESSETH:

WHEREAS the United States of America, pursuant to section 1452 of the federal Safe Drinking Water Act (42 U.S.C. § 300j-12) as such has been and may be amended from time to time (Federal Act), requires each State to establish a drinking water state revolving fund to be administered by an instrumentality of the State as a condition to receipt of capitalization grants under the Federal Act; and

WHEREAS the State of California (State) has established a Drinking Water State Revolving Fund (DWSRF or SRF) pursuant to Chapter 4.5 of Part 12 of Division 104 of the California Health and Safety Code (State Act) to be used for purposes of the Federal Act; and

WHEREAS the State Water Board is the state agency authorized to administer the DWSRF and provide financial assistance from the DWSRF to public water systems for the construction of eligible projects, including planning, as provided in the State Act; and

WHEREAS through the passage of Proposition 1 in 2014 (State GO Bond Act), the voters of the State have authorized the State Water Board to make available certain general obligation bond proceeds (GO Bond Proceeds) for projects meeting certain criteria; and

WHEREAS the State Water Board determines eligibility for financial assistance from the SRF, pursuant to the Federal Act and the State Act and the State GO Bond Act, determines a reasonable schedule for financing such projects, ensures compliance with the Federal Act, State Act, and State GO Bond Act(s), and establishes the terms and conditions of an applicable financing agreement; and

WHEREAS the Recipient has applied to the State Water Board for financial assistance from the SRF, for the purpose of financing or refinancing the Planning described in this Agreement, and the State Water Board has reviewed and approved said application; and

WHEREAS the Recipient has or will incur costs incurred in connection with, the planning of the project or projects, as described in Exhibit A hereto (such planning being herein collectively referred to as the "Planning"); and

WHEREAS on the basis of the Recipient's application and the representations and warranties set forth herein, the State Water Board proposes to assist in financing the costs of the Planning, and the Recipient desires to participate as a recipient of financial assistance from the SRF, upon the terms and conditions set forth in this Agreement, all pursuant to the Federal Act and the State Act and the State GO Bond Act;

NOW, THEREFORE, in consideration of the premises and of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions.

Unless otherwise specified, each capitalized term used in this Agreement (including the Exhibits hereto) has the following meaning:

"Additional Payments" means the Additional Payments described in Section 3.2(c) of this Agreement.

"Agreement" means this Planning Grant, dated as of the date set forth on the first page hereof, by and between the State Water Board and the Recipient, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient. For all authorized representatives, a certified original of the authorizing resolution that designates the authorized representative, by title, must accompany the first disbursement request, and any other documents or requests required or allowed under this Agreement.

"Days" means calendar days unless otherwise expressly indicated.

"District Office" means District Office of the Division of Drinking Water of the State Water Resources Control Board.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer the SRF.

"Division of Drinking Water" means the Division of Drinking Water of the State Water Board.

"Draw Period" means the period during which Planning Funds may be disbursed.

"DWSRF" means the Drinking Water State Revolving Fund.

"Eligible Start Date" means the date set forth in Exhibit B, establishing the date on or after which Planning Costs may be incurred and eligible for reimbursement hereunder.

"End of Draw Date" means the date established in Exhibit B, after which date, no further disbursement will occur.

"Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year, or any other annual period hereafter selected and designated by the Recipient as its Fiscal Year in accordance with applicable law.

"Force Account" means the use of the Recipient's own employees or resources for the Planning.

"Listed Event" means, so long as the Recipient has outstanding any System Obligation subject to Rule 15c2-12, any of the events required to be reported pursuant to Rule 15c2-12(b)(5).

"Material Event" means any event that, as determined by the Division, might cause the State Water Board to violate the terms and conditions of its agreements with U.S. EPA or the State's bond covenants, including any of the following: (a) revenue shortfalls; (b) unscheduled draws on the Reserve fund, if any, or the Enterprise Fund; (c) substitution of insurers, or their failure to perform; (d) adverse findings by the Division of Drinking Water; (e) litigation related to the Revenues, the System, or the Planning, whether pending or anticipated; (f) any false warranty or representation made by the Recipient relevant to this Agreement; (g) loss, theft, damage, or impairment to the Revenues or the System; (h) dissolution or cessation of operations by Recipient, termination of Recipient's existence, insolvency of Recipient, or filing of a voluntary or involuntary bankruptcy petition by or on behalf of Recipient.

"Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.

"Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with generally accepted accounting principles, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.

"Planning" means the Planning as described in Exhibits A and in the documents thereby incorporated by reference.

"Planning Completion" means the date, as determined by the Division after consultation with the Recipient, that the Planning is complete, to the reasonable satisfaction of the Division.

"Planning Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Policy, and which are reasonable, necessary and allocable by the Recipient to the Planning under generally accepted accounting principles, plus capitalized interest.

"Planning Funds" means funds disbursed by the State Water Board to the Recipient for purposes of this Agreement.

"Policy" means the State Water Board's "Policy for Implementing the Drinking Water State Revolving Fund," as amended from time to time.

"Recipient" means the recipient of Planning Funds, as identified on the front page of this Agreement.

"Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with generally accepted accounting principles, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.

"Rule 15c2-12(b)(5)" means Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

"SRF" means the Drinking Water State Revolving Fund.

"State" means State of California.

"State Water Board" means the State Water Resources Control Board, an administrative and regulatory agency of the State of California.

"System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the Recipient, including the Project, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.

“System Obligation” means any long-term obligation of the Recipient payable from the Enterprise Fund.

“Year” means calendar year unless otherwise expressly indicated.

1.2 Exhibits and Appendices Incorporated.

All exhibits and appendices to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement.

ARTICLE II REPRESENTATIONS, WARRANTIES, AND COMMITMENTS

The Recipient represents, warrants, and commits to the following as of the date set forth on the first page hereof and continuing thereafter for the term of the Agreement.

2.1 General Recipient Commitments.

The Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application, accompanying documents, and communications filed in support of its request for financial assistance.

2.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

2.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the first page hereof.

2.4 No Litigation.

There are no pending or, to Recipient’s knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the financial condition or operations of the Recipient, System, the Revenues, and/or the Planning other than as described in Exhibit I hereto.

2.5 Solvency.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. As of the date set forth on the first page hereof, Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. Recipient is able to pay its debts as they become due.

2.6 Legal Status and Eligibility.

Recipient is duly organized and existing and in good standing under the laws of the State of California, and will remain so during the term of this Agreement. Recipient shall at all times maintain its current legal

existence and preserve and keep in full force and effect its legal rights and authority. Recipient shall maintain its eligibility for funding under this Agreement for the term of this Agreement.

2.7 Financial Statements.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with generally accepted accounting principles or other accounting standards reasonably approved by the State Water Board. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

2.8 Planning Completion.

The Recipient agrees to expeditiously proceed with and complete the Planning in substantial accordance with Exhibit A by the Planning Completion date established in Exhibit A. Such date shall be binding upon the Recipient unless modified in writing by the Division upon a showing of good cause by the Recipient. The Recipient shall deliver any request for extension of the Planning Completion date no less than 90 days prior to the Planning Completion date. The Division will not unreasonably deny such a timely request, but the Division may deny requests received after this time.

2.9 Planning Documents.

A draft copy of the Planning documents acceptable to the Division shall be submitted to the Division prior to disbursement beyond 70% of the Planning Funds. A final copy shall be submitted, acceptable to the Division, prior to disbursement beyond 90% of the Planning Funds.

2.10 Notice.

(a) The Recipient agrees to notify the Division in writing within five (5) working days of the occurrence of the following:

- (1) Material defaults;
- (2) Bankruptcy, insolvency, receivership or similar event of the Recipient;
- (3) Actions taken pursuant to state law in anticipation of filing Chapter 9;
- (4) Other Material Events or Listed Events;
- (5) Change of ownership of the Project or change of management or service contracts, if any, for operation of the Project; or

(b) The Recipient agrees to notify the Division within 10 working days of the following:

- (1) Material defaults on System Obligations;
- (2) Unscheduled draws on debt service reserves held for System Obligations, if any, reflecting financial difficulties;
- (3) Unscheduled draws on credit enhancements on System Obligations, if any, reflecting financial difficulties;

- (4) Substitution of credit or liquidity providers, if any, or their failure to perform;
- (5) Any litigation pending or threatened against Recipient regarding its water capacity or its continued existence, circulation of a petition to challenge rates, consideration of dissolution, or disincorporation, or any other material threat to the Recipient's Revenues;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds;
- (7) Rating changes on outstanding System Obligations, if any.

(c) The Recipient agrees to notify the Division promptly of the following:

- (1) Any substantial change in scope of the Planning. The Recipient agrees that no substantial change in the scope of the Planning will be undertaken until written notice of the proposed change has been provided to the Division and the Division has given written approval for such change;
- (2) Cessation of any construction work on the Planning where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- (3) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Planning Completion for a period of ninety (90) days or more beyond the estimated date previously provided to the Division;
- (4) Any monitoring, demonstration, or other implementation activities such that the State Water Board Division of Drinking Water staff may observe and document such activities;
- (5) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state and federal representatives with at least ten (10) working days' notice to both the Division and USEPA Region IX. The contact for USEPA Region IX is Juanita Licata at licata.juanita@epa.gov (415) 972-3450;
- (6) If the Recipient is regulated by the California Public Utilities Commission, the Recipient shall within three (3) days submit to the State Water Board by certified mail copies of any and all documents filed with the California Public Utilities Commission, including but not limited to applications, petitions, and investigations; or
- (7) Planning Completion.

2.11 Findings and Challenge

Upon consideration of a voter initiative to reduce Revenues, the Recipient shall make a finding regarding the effect of such a reduction on the Recipient's ability to satisfy the rate covenant set forth in Section 3.7 of this Agreement. The Recipient agrees to make its findings available to the public and to request, if necessary, the authorization of the Recipient's decision-maker or decision-maker body to file litigation to challenge any such initiative that it finds will render it unable to satisfy the rate covenant set forth in Section 3.7 hereof and its obligation to operate and maintain the Project for its useful life. The Recipient shall diligently pursue and bear any and all costs related to such challenge. The Recipient shall notify and regularly update the State Water Board regarding any such challenge.

2.12 Public Records.

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Planning records and locations are public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated by Exhibit A, and all reports, disbursement requests, and supporting documentation submitted hereunder.

2.13 Reports.

- (a) Status Reports. The Recipient agrees to expeditiously provide status reports pursuant to the schedule(s) in Exhibit A and/or Exhibit B. Such reports shall accompany any disbursement request and shall be a condition precedent to any disbursement. At a minimum the reports will contain the following information: a summary of progress to date including a description of progress since the last report, percent complete, percent invoiced, and percent schedule elapsed; any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.
- (b) As Needed Reports. The Recipient agrees to expeditiously provide, during the term of this Agreement, such reports, data, and information as may be reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the SRF Program or to fulfill any reporting requirements of the federal government.

2.14 Federal Disadvantaged Business Enterprise (DBE) Reporting.

The Recipient agrees to report DBE utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued. The Recipient agrees to comply with 40 CFR § 33.301.

2.15 Records.

- (a) Without limitation of the requirement to maintain Planning accounts in accordance with generally accepted accounting principles, the Recipient agrees to:
 - (1) Establish an official file for the Planning which shall adequately document all significant actions relative to the Planning;
 - (2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Planning, including all assistance funds received under this Agreement;
 - (3) Establish separate accounts which will adequately depict all income received which is attributable to the Planning, specifically including any income attributable to assistance funds disbursed under this Agreement;
 - (4) Establish an accounting system which will accurately depict final total costs of the Planning, including both direct and indirect costs;
 - (5) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
 - (6) If Force Account is used by the Recipient for the Planning, accounts will be established which reasonably document all employee hours charged to the Planning and the associated

tasks performed by each employee. Indirect Force Account costs are not eligible for funding.

- (b) The Recipient shall be required to maintain separate books, records and other material relative to the Planning. The Recipient shall also be required to retain such books, records, and other material for itself and for each contractor or subcontractor who performed work on this Planning for a minimum of thirty-six (36) years after Planning Completion. The Recipient shall require that such books, records, and other material be subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned, and shall allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar right regarding audit, interviews, and records retention in any subcontract related to the performance of this Agreement. The provisions of this section shall survive the term of this Agreement.

2.16 Audit.

- (a) The Division, at its option, may call for an audit of financial information relative to the Planning, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division.
- (b) Audit disallowances will be returned to the State Water Board.

2.17 Logos/Disclosure.

- (a) The Recipient shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign shall include the following disclosure statement and color logos (available from the Division): [choose correct seals]



“Funding for this one hundred twenty thousand dollars and no cents (\$120,000) Lindsay – 14 Dibromochloropropane (DBCP) Mitigation Project has been provided in full or in part by Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and the Drinking Water State Revolving Fund through an agreement with the State Water Resources Control Board. California’s Drinking Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds.”

The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

- (b) The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. California’s Clean Drinking Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

ARTICLE III FINANCING PROVISIONS

3.1 Planning Funds.

The State Water Board’s disbursement of funds hereunder is contingent on the Recipient’s compliance with the terms and conditions of this Agreement.

3.2 Amounts Payable by the Recipient.

- (a) Repayments. Repayments are waived, as provided in Exhibit B.
- (b) Planning Costs. The Recipient agrees to pay any and all costs connected with the Planning including, without limitation, any and all Planning Costs. If the Planning Funds are not sufficient to pay the Planning Costs in full, the Recipient shall nonetheless complete the Planning and pay that portion of the Planning Costs in excess of available Planning Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.
- (c) Additional Payments. Recipient shall pay to the State Water Board the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board’s right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, attorneys, litigation costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

Additional Payments may be billed to the Recipient by the State Water Board from time to time, together with a statement executed by a duly authorized representative of the State Water Board, stating that the amounts billed pursuant to this section have been incurred by the State Water Board or its assignee for one or more of the above items and a copy of the invoice or statement for the amount so incurred or paid. Amounts so billed shall be paid by the Recipient within thirty (30) days after receipt of the bill by the Recipient.

3.3 [reserved]

3.4 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys in the SRF made available pursuant to this Agreement.

3.5 Disbursement of Planning Funds; Availability of Planning Funds.

- (a) Except as may be otherwise provided in this Agreement, disbursement of Planning Funds will be made as follows:
 - (1) Upon execution and delivery of this Agreement, the Recipient may request disbursement for eligible Planning Costs as specified in Exhibit B from the Planning Funds through

submission to the State Water Board of the Disbursement Request Form 260, or any amendment thereto, duly completed and executed. Planning Costs incurred prior to the Eligible Start Date of this Agreement will not be funded. The Recipient must submit a disbursement request for costs incurred prior to the date the Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late disbursement requests may not be honored.

- (2) Additional Planning Funds must be requested monthly and will be promptly disbursed to the Recipient upon receipt of Disbursement Request Form 260, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of status reports due under Section 2.13 above. Late disbursement requests may not be honored.
 - (3) The Recipient agrees that it will not request disbursement for any Planning Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of disbursement request.
 - (4) Recipient shall spend Planning Funds within 30 days of receipt. Any interest earned on Planning Funds shall be reported to the State Water Board and may be required to be returned to the State Water Board or deducted from future disbursements.
 - (5) Recipient shall request its final disbursement no later than the End of Draw date specified in Exhibit B unless prior approval is granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement will be deobligated.
 - (6) The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.
 - (7) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.
 - (8) The Recipient agrees that it shall not be entitled to interest earned on undisbursed planning funds.
 - (9) The Recipient agrees that any costs of the Planning not funded through this Agreement shall be expended prior to disbursements under this Agreement, except where those costs are funded by other State or federal agencies, in which case funds may be drawn on a pro-rata basis.
- (b) The State Water Board's obligation to disburse Planning Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of Planning Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other agency. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.

3.6 Withholding of Disbursements and Material Violations.

- (a) The State Water Board may withhold all or any portion of the funds provided for by this Agreement in the event that:
 - (1) The Recipient has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
 - (2) The Recipient fails to maintain reasonable progress toward completion of the Planning.
- (b) For the purposes of this Agreement, the terms “material violation” or “threat of material violation” include, but are not limited to:
 - (1) Placement on the ballot of an initiative or referendum to reduce Revenues;
 - (2) Passage of such an initiative or referendum;
 - (3) Successful challenges by ratepayer(s) to the process used by Recipient to set, dedicate, or otherwise secure Revenues; or
 - (4) Any other action or lack of action that may be construed by the Division as a material violation or threat thereof.

3.7 Rates, Fees and Charges

The Recipient agrees, to the extent permitted by law, to fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be at least sufficient to yield during each Fiscal Year Net Revenues in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

3.8 Financial Management System and Standards.

The Recipient agrees to comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Planning funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient agrees to be bound by, and to comply with, the provisions and requirements of the federal Single Audit Act of 1984, Office of Management and Budget (OMB) Circular No. A-133, and updates or revisions, thereto, including but not limited to Section 210(a)-(d). (Pub. L. 98-502.)

3.9 Accounting and Auditing Standards.

The Recipient must maintain project accounts according to Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB). The Recipient shall maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

3.10 Other Assistance.

If federal or state funding for Planning Costs is made available to the Recipient from sources other than this Agreement, the Recipient may retain such funding up to an amount which equals the Recipient's local share of Planning Costs. To the extent allowed by requirements of other funding sources, any funding received in excess of the Recipient's local share, not to exceed the total amount funded under this Agreement, shall be remitted to the State Water Board to be applied to Loan Repayments due hereunder, if any.

ARTICLE IV MISCELLANEOUS PROVISIONS

4.1 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

4.2 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part.

4.3 Bonding.

Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$20,000.00.

4.4 Competitive Bidding

Any construction contracts related in any way to the Planning shall be let by competitive bid procedures which assure award of such contracts to the lowest responsible bidders. Recipient shall adhere to any applicable state or local ordinance for competitive bidding and applicable labor laws.

Recipient shall not award a construction contract until a summary of bids and identification of the selected lowest responsible bidder is submitted to and approved in writing by the Division. Recipient must provide a full explanation if Recipient is proposing to award a construction contract to anyone other than the lowest responsible bidder.

4.5 Compliance with Law, Regulations, etc.

- (a) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient will:
 - (1) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
 - (2) Comply with the State Water Board's Policy;
 - (3) Comply with and require compliance with the list of state laws attached as Exhibit H.

- (4) Comply with and require its contractors and subcontractors on the Planning to comply with federal DBE requirements; and
- (5) Comply with and require its contractors and subcontractors to comply with the list of federal laws attached as Exhibit E.

4.6 Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

4.7 Damages for Breach Affecting Tax-Exempt Status or Federal Compliance

In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, including Bonds issued on behalf of the State Water Board, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach. In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the failure of Planning Funds to be used pursuant to the provisions of this Agreement, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

4.8 Disputes.

- (a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.
- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) Recipient shall continue with the responsibilities under this Agreement during any dispute.

4.9 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

4.10 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement shall be paid by the Recipient to the State,

to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State under this Agreement.

4.11 Indemnification and State Reviews.

The parties agree that review or approval of Planning documents by the State Water Board is for administrative purposes only and does not relieve the Recipient of its responsibility to engage in proper planning. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and its officers, employees, and agents (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Planning or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the System or the Planning or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement and the discharge of the Recipient's Obligation hereunder.

4.12 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

4.13 Non-Discrimination Clause.

- (a) During the performance of this Agreement, Recipient and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
- (b) The Recipient, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (c) The Recipient, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subs. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- (d) The Recipient, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (e) The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

4.14 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

4.15 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the System during its useful life in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the System with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System) as are usually covered in connection with systems similar to the System. Such insurance may be maintained by the maintenance of a self-insurance plan so long as any such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund funded in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The Recipient shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the System shall be free and clear of all claims and liens. If such net proceeds are insufficient to enable the Recipient to pay all remaining unpaid principal portions of the Loan Repayments, if any, the Recipient shall provide additional funds to restore or replace the damaged portions of the System.

Recipient agrees that for any policy of general liability insurance concerning the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and shall provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

4.16 Permits, Subcontracting, and Remedies.

The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules and regulations. Recipient shall procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses shall be submitted to the Division before construction begins.

4.17 Prevailing Wages.

The Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient shall monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met. In addition, the Recipient agrees to comply with the provisions of Exhibit G (Davis-Bacon).

4.18 Public Funding.

This Planning is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

4.19 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Planning. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

4.20 Related Litigation.

Under no circumstances may a Recipient use funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to complete the Planning funded by this Agreement or to repay all of the disbursed funds plus interest.

4.21 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

4.22 State Water Board Action; Costs and Attorney Fees.

The Recipient agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Planning, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

4.23 Termination; Immediate Acceleration; Interest.

- (a) This Agreement may be terminated by written notice during the Draw Period, or thereafter at any time prior to the end date set forth on the cover and in Exhibit B, at the option of the State Water Board, upon violation by the Recipient of any material provision of this Agreement after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the Division.

- (b) In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to Planning Funds disbursed hereunder, accrued interest, penalty assessments, and Additional Payments. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date all monies due have been received by the State Water Board.
- (c) Where the Recipient is a private entity that has been determined to have violated an applicable prohibition in the Prohibition Statement below or has an employee who is determined by USEPA to have violated an applicable prohibition in the Prohibition Statement below that is either associated with performance under this aware or imputed to the Recipient using the standards and due process for imputing the conduct of an individual to an organization pursuant to 2 CFR Part 180, the Recipient acknowledges and agrees that any funds disbursed under this Agreement may become immediately due and payable and that penalties up to the amount of the federal capitalization grant may be due by the Recipient to the State Water Board, in addition to any other criminal or civil penalties that may become due. The Recipient, its employees, its contractors, and any subrecipients or subcontractors may not engage in trafficking in persons, procure a commercial sex act, or use forced labor.

4.24 Timeliness.

Time is of the essence in this Agreement.

4.25 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

4.26 Venue.

The State Water Board and the Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

4.27 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under the Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF LINDSAY:

By: _____
Title: City Manager

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____
Name: Darrin Polhemus
Title: Deputy Director
Division of Financial Assistance

Date: _____

1. The Planning Completion date is hereby established as June 1, 2017.
2. The Planning is related to the possible construction project known as the Lindsay – 14 Dibromochloropropane (DBCP) Mitigation Project. The Recipient's receipt of funding under this Agreement is not a commitment to and does not obligate the State Water Board to provide funding for any eventual construction project.
3. The Recipient agrees to ensure that its final Request for Disbursement is received by the Division no later than December 1, 2017, unless prior approval has been granted by the Division. Otherwise, the undisbursed balance of this Agreement will be deobligated.
4. Incorporated by reference into this Agreement are the following documents:
 - (a) the Recipient's Scope of Work dated April 3, 2015.
5. The tentative Planning schedule is summarized as follows:

RECIPIENT MILESTONES	DRAFT ¹	FINAL ¹
Engineering Report	March 1, 2016	November 1, 2016
Pilot Study Protocol	N/A	April 1, 2016
Pilot Study Report	N/A	60 days after completion of the Study
CEQA Documents To Office of Planning and Research To State Water Resources Control Board	N/A	January 1, 2017 April 1, 2017
Plan and Specifications with detailed cost breakdown	November 1, 2016	April 1, 2017
Final Report	N/A	May 1, 2017
Quarterly Project Status Report	The Recipient agrees to expeditiously provide status reports no less frequently than quarterly, starting with the execution of this Agreement.	
¹ These are estimated dates, which may be adjusted as necessary during the draw period. However, all milestones must be achieved with relevant deliverables approved by the Division, and the final invoice submitted, prior to December 1, 2017.		

6. Scope of Work and Planning Documents.

The Recipient agrees to do the following:

<p>Project Evaluation and Pre-design Engineering</p> <ul style="list-style-type: none">• Analyze all available alternatives and recommend the best option or combination of options for Well 14.• Identify water treatment and/or system improvements needed to facilitate meeting water quality standards and system water demands.• Perform required land surveying to develop selected project plans as necessary• Prepare Preliminary Engineering Report• Prepare Final Engineering Report
<p>Water Treatment Pilot Study</p> <ul style="list-style-type: none">• Performed study to evaluate the treatment process• Prepare report to summarize findings
<p>CEQA/NEPA</p> <ul style="list-style-type: none">• Review project for possible CEQA exemptions• Prepare required environmental documents for the Selected Construction Project to ensure compliance with CEQA/NEPA requirements.
<p>Final Design and PS&E</p> <ul style="list-style-type: none">• Conduct final design of the Selected Construction Project• Develop plans, specifications, and cost estimate for the Selected Construction Project
<p>Miscellaneous items to Proceed to Construction</p> <ul style="list-style-type: none">• Determine value of any property or easements necessary to pursue the selected construction project

EXHIBIT B – FUNDING AMOUNT

1. **Estimated Reasonable Cost.** The estimated reasonable cost of the total Planning is one hundred twenty thousand dollars and no cents (\$120,000).
2. **Project Funding.** Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds in the amount of up to one hundred twenty thousand dollars and no cents (\$120,000). Of this amount, contingent on section 4 of this Exhibit, the estimated amount of principal that will be due to the State Water Board under this Agreement is Zero dollars and no cents (\$0.00).
3. **Payment, Interest Rate, and Charges.** Repayment of principal and interest hereunder is waived, subject to the termination provisions hereunder.
4. **Principal Forgiveness.** Contingent on the Recipient’s performance of its obligations under this Agreement, the State Water Board agrees to make a grant of up to one hundred twenty thousand dollars and no cents (\$120,000).
5. **Term of Agreement.** The term of this agreement is from November 4, 2014 to June 1, 2053.
6. **The Eligible Start Date** is November 4, 2014. Otherwise eligible costs incurred prior to this date will not be reimbursed.
7. **The End of Draw date** is December 1, 2017. All disbursement requests must be submitted to the Division such that they are received prior to this date. Late disbursement requests will not be honored, but the Deputy Director of the Division or designee may approve an extension of the End of Draw Date for good cause.
8. The Recipient must complete the planning process and submit a complete application for SRF Program construction financing prior to approval of construction financing. Costs associated with the construction phase of the possible eventual construction project are not eligible for reimbursement under this Agreement.
9. Budgeted Planning costs are summarized as follows:

TYPE OF WORK	ESTIMATED COSTS
Engineering and Consulting Services	\$ 100,000.00
CEQA	\$ 500.00
Miscellaneous Items	\$ 5,000.00
Contingency (CEQA)	\$ 14,500.00
TOTAL⁵	\$ 120,000.00
⁵ Funds may be shifted between line items as approved by the Division. The sum of adjusted line items shall not exceed the total budget amount.	

EXHIBIT C – RESERVED

Recipient acknowledges and agrees to the following special conditions:

Technical

1. Recipient shall not proceed with the development of final plan and specifications for a construction project until written authorization to proceed with the selected construction project is approved by the Tulare District Office. Thereafter, the selected construction project will be referred to as the "Selected Construction Project."

Financial

1. Recipient shall establish rates and charges sufficient to generate net revenues at least 1.25 times the total annual debt service.

Environmental

1. Recipient shall submit all final California Environmental Quality Act (CEQA) documents and notices for the Selected Construction Project to the Office of Planning and Research by the date established in the "Recipient Milestones" Table. A copy of all such CEQA documents and notices shall also be sent to the State Water Board by the date established in the "Recipient Milestones" Table.

Office of Planning and Research
1400 Tenth Street
Sacramento, CA 95814

State Water Resources Control Board
Environmental Review Unit
1001 I Street, 17th Floor
Sacramento, CA 95814

2. Recipient shall not initiate project construction activities unless and until the environmental review process is complete and all applicable notices are filed by the CEQA lead agency.
3. Recipient shall not use any funds from any contingency allotment, for any environmental purposes, without receiving prior written approval from the State Water Board.
4. As potential generator of hazardous waste, Recipient shall comply with all applicable regulations in, CCR Title 22, Division 4.5 Environmental Health Standards for the Management of Hazardous Waste, regarding the appropriate handling, management and disposal of residuals from the treatment plant. As soon as practical and prior operation, Recipient shall contact the local Certified Unified Program Agency (CUPA) regarding the specific requirements for the potential generation of liquid or solid waste. For more information contact the CalEPA website for programs within the county of operation. <http://www.calepa.ca.gov/CUPA/Directory/default.aspx>

The Recipient agrees to comply with the following federal conditions:

A. Federal Award Conditions

1. American Iron and Steel. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.
2. Wage Rate Requirements (Davis-Bacon). The Recipient shall include in full the language provided in Exhibit G of this Agreement in all contracts and subcontracts.
3. Signage Requirements. The Recipient shall comply with the USEPA's Guidelines for Enhancing Public Awareness of SRF Assistance Agreements, dated June 3, 2015, as otherwise specified in this Agreement.
4. Public or Media Events. The Recipient shall notify the State Water Board and the EPA contact as provided in the notice provisions of this Agreement of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
5. EPA General Terms and Conditions (USEPA GTCs). The Recipient shall comply with applicable EPA general terms and conditions found at <http://www.epa.gov/ogd>, including but not limited to the following:
 - a. DUNS. No Recipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board.
 - b. Executive Compensation. The Recipient shall report the names and total compensation of each of its five most highly compensated executives for the preceding completed fiscal year, as set forth in the USEPA GTCs.
 - c. Suspension and Debarment. The Recipient shall comply with Subpart C of 2 CFR Part 180 and shall ensure that its contracts include compliance. Contractors, Subcontractors, Debarment and Suspension, Executive Order 12549; 2 CFR Part 180; 2 CFR Part 1532. The Recipient shall not subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Recipient shall not subcontract with any individual or organization on USEPA's List of Violating Facilities. The Recipient shall certify that it and its principals, and shall obtain certifications from its contractors that they and their principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
 5. Suspension and debarment information can be accessed at <http://www.sam.gov>. The Recipient represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its contracts and subcontracts under this Agreement. The Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of this Agreement, or pursuance of legal remedies, including suspension and debarment.
- d. Conflict of Interest. Within 10 days, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with section 4.0 of with USEPA's Revised Interim Financial Assistance Conflict of Interest Policy at http://www.epa.gov/ogd/epa_revised_interim_financial_assistance_coi_policy_5_22_15.htm . A conflict of interest may result in disallowance of costs.
- e. Copyright. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- f. Credit. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the following statement:
- i. "This project has been funded wholly or in part by the United States Environmental Protection Agency and the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency or the State Water Resources Control Board, nor does the EPA or the Board endorse trade names or recommend the use of commercial products mentioned in this document."

- g. Electronic and Information Technology Accessibility. The Recipient is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
 - h. Trafficking in Persons. The Recipient, its employees, contractors and subcontractors and their employees may not engage in severe forms of trafficking in persons during the term of this Agreement, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds in the amount of \$101,065,000. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement and full payment will be due immediately, if a Recipient or subrecipient that is a private entity is determined to have violated the foregoing. Trafficking Victims Protection Act of 2000.
- B. Super Cross-Cutters - Civil Rights Obligations. The Recipient must comply with the following federal non-discrimination requirements:
- a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (EPH XC HB)
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (EPH XC HB)
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination. (EPH XC HB)
 - d. 40 CFR Part 7, as it relates to the foregoing (EPH XC HB)

C. Cross-Cutters

- 1. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

2. Disadvantaged Business Enterprises (40 CFR Part 33). The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises. The DBE rule can be accessed at www.epa.gov/osbp . The Recipient shall comply with, and agrees to require its prime contractors to comply with 40 CFR Section 33.301, and retain all records documenting compliance with the six good faith efforts. (IUP)
3. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers listed on the Excluded Parties Listing System: <http://epls.arnet.gov/> .
4. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
5. Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects, EO 13202, as amended

by EO 13208. The Recipient must ensure that bid specifications, project agreements, and other controlling documents for construction contracts do not require or prohibit agreements with labor organizations. Any construction manager must not otherwise discriminate against bidders, offerors, contractors, or subcontractors for entering into, or refusing to enter into, agreements with labor organizations.

6. Debarment and Suspension Executive Order No. 12549 (1986). The Recipient certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 40 CFR Part 32 to participate in the Project. Contractors on the Project must provide a similar certification prior to the award of a contract and subcontractors on the project must provide the general contractor with the certification prior to the award of any subcontract.

For purposes of this Exhibit, “subrecipient” or “sub recipient” means the Recipient as defined in this Agreement.

For purposes of this Exhibit only, “recipient” means the State Water Board.

I. Requirements For Sub recipients That Are Governmental Entities:

If a sub recipient has questions regarding when Davis-Bacon (DB) applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State Water Board. The recipient or sub recipient may also obtain additional guidance from DOL’s web site at <http://www.dol.gov/whd/>

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or the DWSRF - financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or -FY 2015 Water Resource Reform and Development Act, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the

contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate

specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the USEPA and the Department of Labor and the State Water Board, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These

reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

II. Requirements For Sub recipients That Are Not Governmental Entities:

If a sub recipient has questions regarding when Davis-Bacon (DB) applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>. Under these terms and conditions, the sub recipient must submit its proposed DB wage determinations to the State Water Board for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients must obtain proposed wage determinations for specific localities at www.wdol.gov. After the Sub recipient obtains its proposed wage determination, it must submit the wage determination to the State Water Board for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)

(b) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(d) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF - or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2015 Water Resource Reform and Development Act -, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided,

That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social

security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the

classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the USEPA and the Department of Labor and the State Water Board, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the sub recipient shall verify evidence of fringe

benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

1. EMERGENCY DROUGHT REGULATIONS

The Recipient certifies that it complies with and shall continue to comply with the State Water Board's Drought Emergency Water Conservation regulations in Section 863-866 of title 23 of the California Code of Regulations. The Recipient will include a discussion of its implementation in reports submitted pursuant to Section 2.13 of this Agreement.

2. COMPLIANCE WITH STATE REQUIREMENTS

Recipient represents that is in in compliance with the following conditions precedent and agrees that it will continue to maintain compliance during the term of this Agreement:

(a) Monthly Water Diversion Reporting

If Recipient is a water diverter, Recipient must maintain compliance with Water Code section 5103, subdivision (e)(2)(A) by submitting monthly diversion reports to the Division of Water Rights of the State Water Resources Control Board.

(b) Public Works Contractor Registration With Department Of Industrial Relations

To bid for public works contracts, Recipient and Recipient's subcontractors must register with the Department of Industrial Relations as required by Labor Code sections 1725.5 and 1771.1.

(c) Volumetric Pricing & Water Meters

If Recipient is an "urban water supplier" as defined by Water Code section 10617, Recipient must charge each customer for actual water volume measured by water meter according to the requirements of Water Code sections 526 and 527. Section 527 further requires that such suppliers not subject to section 526 install water meters on all municipal and industrial service connections within their service area by 2025.

(d) Urban Water Management Plan

If Recipient is an "urban water supplier" as defined by Water Code section 10617, the Recipient certifies that this Project complies with the Urban Water Management Planning Act (Water Code, § 10610 et seq.). This shall constitute a condition precedent to this Agreement.

(e) Urban Water Demand Management

If Recipient is an "urban water supplier" as defined by Water Code section 10617, Recipient must implement water demand management measures approved by the Department of Water Resources according to the requirements of Water Code section 10631.5, subdivision (a)(1).

(f) Delta Plan Consistency Findings

If Recipient is a state or local public agency and the proposed action is covered by the Delta Plan, Recipient must submit certification of project consistency with the Delta Plan to the Delta Stewardship Council according to the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.

(g) Agricultural Water Management Plan Consistency

If Recipient is an agricultural water supplier as defined by Water Code section 10608.12, Recipient must comply with Agricultural Water Management Planning requirements as mandated by Water Code section 10852.

(h) Charter City Project Labor Requirements

If Recipient is a charter city as defined in Labor Code section 1782, subdivision (d)(2), Recipient will comply with the requirements of Labor Code section 1782 and Public Contract Code section 2503 as discussed in the following subparts (1) and (2).

(1) Prevailing Wage

Recipient certifies that it is eligible for state funding assistance notwithstanding Labor Code section 1782.

Specifically Recipient certifies that no charter provision nor ordinance authorizes a construction project contractor not to comply with Labor Code's prevailing wage rate requirements, nor, within the prior two years (starting from January 1, 2015 or after) has the city awarded a public works contract without requiring the contractor to comply with such wage rate requirements according to Labor Code section 1782.

(2) Labor Agreements

Recipient certifies that no charter provision, initiative, or ordinance limits or constrains the city's authority or discretion to adopt, require, or utilize project labor agreements that include all the taxpayer protection antidiscrimination provisions of Public Contract Code section 2500 in construction projects, and that Recipient is accordingly eligible for state funding or financial assistance pursuant to Public Contract Code section 2503.

None.

RESOLUTION NO. 16-11
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING THE WELL 14 DBCP PLANNING GRANT, DRINKING WATER STATE REVOLVING FUND (DWSRF) PROJECT 5410006-007P AGREEMENT NO. D15-02026.

At a Regular meeting of the City Council of the City of Lindsay, held on the 12th day of April 2016, at the hour of 6:00 p.m. in the Council Chambers at City Hall, Lindsay, California 93247, the following resolution was adopted:

WHEREAS, The City of Lindsay submitted a planning application in the amount of \$120,000 in 2013 to the State of California Water Resources Control Board (SWB), Safe Drinking Water State Revolving Fund (SDWSRF) where the application focus was to provide funding for the first phase of our Well 14 DBCP mitigation project; and

WHEREAS, The final supporting documents for the planning application were approved by Council Resolution 15-23 on May 26, 2015 and authorized the City Manager or his designee to sign agreements if the application was approved; and

WHEREAS, The City of Lindsay has been awarded a grant identified as "Principal Forgiveness" in which the identified principal amount of \$120,000 that will be forgiven. If the planning project exceeds the \$120,000 amount the City will be responsible for all overages.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lindsay:

SECTION 1. The City Council of the City of Lindsay hereby approves the Well 14 DBCP Planning Grant, Drinking Water State Revolving Fund Project 5410006-007P Agreement No. D15-02026 Agreement.

SECTION 2. The Agreement between the City of Lindsay and the California State Water Resources Control Board, attached hereto and incorporated herein by reference, is hereby approved and the City Manager/ Acting City Manager, or designee, is authorized to enter into and sign the grant agreement and any subsequent amendments necessary to fully expend program funds related to this grant, on behalf of the City of Lindsay.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Lindsay this 12th day of April 2016.

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

Carmela Wilson, City Clerk

Ramona Villarreal-Padilla, Mayor

DATE : April 12, 2016
TO : Mayor Padilla and City Council Members
FROM : Michael Camarena, City Services Director
RE : INFORMATIONAL ITEMS
1. Sustainable Groundwater Management Act Update
2. Surface Water Supply Update

1. Sustainable Groundwater Management Act Update

In November 2015, staff presented an informational item regarding the Sustainable Groundwater Management Act (SGMA). A brief synopsis of SGMA; California Legislature adopted legislation in 2014 that requires comprehensive groundwater regulation on a regional basis throughout California. Plans for sustainable groundwater management are required to be adopted for all basins for which overdraft has been documented.

A primary requirement established by SGMA is that for each groundwater basin or sub-basin in the state, public agencies with water resource management and/or land use authority must develop and implement a comprehensive groundwater management plan designed to ensure sustainability of the groundwater basin. These plans are called Groundwater Sustainability Plans (GSP). SGMA includes specific definitions of what a plan is required to achieve.

GSP's need not cover an entire Sub-Basin, but all areas within a Sub-Basin must be covered by a GSP and there may be more than one GSP per sub-basin. In the event that more than one GSP is established within a subbasin, SGMA requires that an overarching coordination agreement be entered into between the various GSA's to ensure that the multiple GSP's provide adequate planning, management and coordination to achieve a sustainability in the basin.

A GSP can only be approved by a Groundwater Sustainability Agency (GSA). SGMA established the concept that local agencies can simply elect to become a GSA, and thereby obtain authority to develop a GSP. In some cases multiple local agencies within certain areas (within proximity typically) may decide that a new agency is warranted. In this case, multiple agencies would combine and then elect to serve as a GSA, or a statutory district can be formed for the express purpose of serving as a GSA under SGMA.

This includes cities and irrigation districts, but excludes private utilities. Other parties, including utilities, have various roles they can participate in the development of a GSP. GSA's are obligated to include various stakeholder groups in GSP development.

In 2015 the formation of the Mid Kaweah GSA was completed. This included Cities of Visalia and Tulare and the Tulare Irrigation District.

The Greater Kaweah foundation has been established with agencies of Tulare County, Kaweah Delta Water Conservation District, Kings County Water District, and Lakeside Irrigation District. Opportunity to join the Greater Kaweah will expire on June 30, 2016.

Many discussions and meetings have taken place regarding the east side of the sub basin. The City of Lindsay has been in a support role along with Lindmore Irrigation District and Lindsay

Strathmore Irrigation District as our water supply (surface water import and groundwater) are of very similar structure. In the past 3 months our eastern basin meetings have contemplated formation of 1, 2 or 3 GSA's (there are approximately 12 to 14 agencies involved in the east side GSA formation). At this time, it appears that the consensus will be to support 1 east side GSA. There is however, concern of Tulare County and the statement of "we will only participate in one GSA". This issue may have clearer direction in the very near future.

At the November Council meeting, it was identified that the next steps in our process would be the approval of a Memorandum of Understanding (MOU) between the parties of the future Joint Powers Authority (JPA) and the GSA. Staff expects to present an MOU at the April 26 or May 10 Council meeting for approval. Review of the preliminary MOU by City legal counsel supported the document.

Future Costs Associated With SGMA.

GSP Cost. It is preferred that a single sub basin wide GSP will be developed. This will help spread the cost of the GSP to each entity within the 3 GSA's. Substantial data already exists to help develop the base GSP, however considerable additional data still needs to be collected and then analyzed across the entire sub basin to develop a justifiable GSP.

Figures that have been estimated range from \$2M to \$4M to develop the GSP. The cost share ratio has not been determined. Cost per acre of land, cost per acre foot of water consumed, population served, area served have all been considered as a equitable means of cost sharing to develop the GSP.

Implementation of the GSP. Once the GSP is approved by State agencies, the implementation of the plan will be the responsibility of the respective GSA's. Day to day operations and management would be left to respective agencies for data collection and monitoring. Assembly of data and submittal of reporting documents would need to be assigned to the JPA and those operations costs would be spread to the participating agencies within the GSA.

2. Surface Water Supply Update.

While the subject of the extended drought has lessened to an extent in some folks mind, staff has been balancing the task of delivery of our 2016 surface water supply. The surface water supply year begins March 1, 2016 and ends February 28, 2017. The water supply as of this date is:

- 2016 Declared Health and Safety M&I Class I water : 850 AF (34% of contract)
- 2015 Rescheduled Water (carry over water) : 133 AF
- Uncirculated Restoration Flow (URF) : 97 AF
- Total Available April 12, 2016 : 1,080 AF

There is Uncontrolled Season Supply (UcS) water being run down the canal at this time. Lindsay, while not able to take advantage of this water (must have a Cl. II contract), would have had potential to partner with one of our neighboring irrigation districts. There is a deadline of April 30, 2016 to take UcS water.

Lindsay does have the ability to utilize the URF water. This water however has a deadline of delivery of May 15, 2016.

Contract requirements state that all carry over water must be utilized first prior to any other declared water, in this case UcS or URF water. With this requirement in place Lindsay stands to “use or lose” up to 180 AF of surface water supply. Staff has been in negotiations with Lindmore Irrigation District to take 180 AF of carry over and 47 AF of URF water from the City. In exchange for this water use now, the City is expected to receive a volume of water (approximately 150 AF) in late summer/early fall from LID.

Water treatment plant operations began April 1, 2016. High water flows and higher than normal turbidity in the canal have kept our water plant from high efficiency operations, but we are able to introduce treated water into our water system from the water plant. Wells 15 and 14 are now on supplemental supply status and will be used only when demand requires it.

Attachments:

None



AGENDA ITEM

Date: April 12, 2016
To: Mayor Ramona Padilla and Members of Council
From: Justin Poore, Finance Director
Re: DRAFT Budget FY 2016-17 – First Public Review

ACTION:

- Public Hearing
- Ordinance
- Consent Calendar
- Action Item**
- Report Only

The following reports are attached for your information, discussion, input and direction:

- ❖ Salary Matrix
- ❖ Personnel Positions Funded
- ❖ Debt Schedule and Establishing Legal Debt Margin for FY16-17
- ❖ Revenue Summary Report and Revenue Source Detail Schedules
- ❖ Expenditure Summary Report and Expenditure Allocation Detail Schedules
- ❖ 5-Year Capital Improvement Plan

Action Required: Discussion – Direction for adjustments – Move for approval of the First Draft Budget, subject to changes as discussed and agreed-upon by Council, with the understanding that the FINAL DRAFT will reflect these changes and is subject to change based on subsequent information and/or input from the Citizens.

A copy of the DRAFT, as approved by Council, will be posted publicly to garner Public Comment and input. It can be found in the Financial Documents section at <http://www.lindsay.ca.us/>

Classification & Salary Schedule - MONTHLY

07/01/2015 - 06/30/2016

<u>Classification</u>	<u>Range</u>						
	1	2	3	4	5	6	7
Team Member I	1,733	1,820	1,911	2,007	2,107	2,212	2,323
Finance Clerk	1,827	1,918	2,014	2,114	2,220	2,331	2,448
Team Member II	2,051	2,154	2,261	2,374	2,493	2,618	2,749
Secretary 1	2,064	2,168	2,276	2,390	2,509	2,635	2,766
Maintenance	2,158	2,266	2,379	2,498	2,623	2,754	2,892
Account Clerk I	2,159	2,267	2,380	2,499	2,624	2,755	2,893
Account Clerk II	2,265	2,379	2,497	2,622	2,753	2,891	3,036
Recreation Coordinator	2,331	2,447	2,570	2,698	2,833	2,975	3,124
Dispatcher	2,391	2,511	2,636	2,768	2,907	3,052	3,205
City Services Specialist	2,391	2,511	2,636	2,768	2,907	3,052	3,205
Com. Dev. Specialist I	2,391	2,511	2,636	2,768	2,907	3,052	3,205
Housing Specialist II	2,391	2,511	2,636	2,768	2,907	3,052	3,205
Maintenance, Senior I	2,391	2,511	2,636	2,768	2,907	3,052	3,205
Administrative Secretary	2,461	2,584	2,713	2,849	2,991	3,141	3,298
Wastewater Treat. Plant Oper. II	2,456	2,579	2,708	2,843	2,985	3,134	3,291
Com. Dev. Specialist II	2,584	2,713	2,849	2,991	3,141	3,298	3,463
Team Member III	2,884	3,028	3,180	3,339	3,506	3,681	3,865
Senior Mechanic	2,917	3,063	3,216	3,377	3,546	3,723	3,909
Maintenance Senior II	3,051	3,204	3,364	3,532	3,709	3,894	4,089
Foreman/Crew Foreman	2,510	2,636	2,768	2,906	3,051	3,204	3,364
Management Analyst	2,572	2,701	2,836	2,977	3,126	3,283	3,447
Account Clerk III	3,068	3,221	3,382	3,552	3,729	3,916	4,111
Code Enf/Evidence/Animal Control	3,590	3,770	3,958	4,156	4,364	4,582	4,811
Public Safety Officer	3,618	3,799	3,989	4,188	4,398	4,618	4,848
Maintenance Senior III	3,819	4,010	4,211	4,421	4,642	4,874	5,118
City Planner Assistant	3,838	4,029	4,231	4,443	4,665	4,898	5,143
Associate Engineer	4,441	4,663	4,897	5,141	5,398	5,668	5,952
Public Safety Sergeant	4,412	4,633	4,864	5,107	5,363	5,631	5,913

Exempt & Supervisorial Staff: Not eligible for Overtime. Eligible for all other provisions of applicable MOU

Administrative Supervisor	3,188	3,347	3,515	3,691	3,875	4,069	4,272
Public Safety Lieutenant	5,724	6,010	6,310	6,626	6,957	7,305	7,670

Department Heads

Wellness Center Director	3,810	4,000	4,200	4,410	4,630	4,862	5,105
Planning & Economic Development Director	4,456	4,679	4,913	5,158	5,416	5,687	5,971
McDermont Field House Director	4,851	5,093	5,348	5,615	5,896	6,191	6,500
Finance Director	5,686	5,970	6,269	6,582	6,911	7,257	7,620
City Services Director	5,968	6,266	6,580	6,909	7,254	7,617	7,998
Director of Public Safety	6,840	7,182	7,541	7,918	8,314	8,730	9,166
City Manager	7,667	8,050	8,453	8,875	9,319	9,785	10,274

NOTES:

Last COLA for MISC 1-01-2015 @ 2.5% with ad'l 1% EMPC picked up by employees; LPQA COLA 7-1-15 @ 1.5%
 Next COLA for MISC 1-01-2017 @ 2.5% with ad'l 1% EMPC picked up by employees / Minimum wage increases to \$10.50/hr 1/1/2017

EFFECTIVE 7.1.16

PAID BI-WEEKLY - see next pages for Biweekly, Annual, Hourly Rates

Classification & Salary Schedule - BIWEEKLY

07/01/2015 - 06/30/2016

<u>Classification</u>	<u>Range</u>						
	1	2	3	4	5	6	7
Team Member I	800.00	840.00	882.00	926.10	972.41	1,021.03	1,072.08
Finance Clerk	843.23	885.39	929.66	976.15	1,024.95	1,076.20	1,130.01
Team Member II	946.62	993.95	1,043.64	1,095.83	1,150.62	1,208.15	1,268.56
Secretary 1	952.62	1,000.25	1,050.26	1,102.77	1,157.91	1,215.81	1,276.60
Maintenance	996.00	1,045.80	1,098.09	1,152.99	1,210.64	1,271.18	1,334.74
Account Clerk I	996.46	1,046.28	1,098.60	1,153.53	1,211.21	1,271.77	1,335.35
Account Clerk II	1,045.38	1,097.65	1,152.54	1,210.16	1,270.67	1,334.21	1,400.92
Recreation Coordinator	1,075.85	1,129.64	1,186.12	1,245.43	1,307.70	1,373.08	1,441.74
Dispatcher	1,103.54	1,158.72	1,216.65	1,277.48	1,341.36	1,408.43	1,478.85
City Services Specialist	1,103.54	1,158.72	1,216.65	1,277.48	1,341.36	1,408.43	1,478.85
Com. Dev. Specialist I	1,103.54	1,158.72	1,216.65	1,277.48	1,341.36	1,408.43	1,478.85
Maintenance, Senior I	1,103.54	1,158.72	1,216.65	1,277.48	1,341.36	1,408.43	1,478.85
Wastewater Treat. Plant Oper. II	1,133.54	1,190.22	1,249.73	1,312.21	1,377.82	1,446.71	1,519.05
Administrative Secretary	1,135.85	1,192.64	1,252.27	1,314.88	1,380.63	1,449.66	1,522.14
Com. Dev. Specialist II	1,192.61	1,252.24	1,314.85	1,380.60	1,449.62	1,522.11	1,598.21
Team Member III	1,331.07	1,397.62	1,467.50	1,540.88	1,617.92	1,698.82	1,783.76
Senior Mechanic	1,346.30	1,413.62	1,484.30	1,558.51	1,636.44	1,718.26	1,804.17
Maintenance Senior II	1,408.15	1,478.56	1,552.49	1,630.11	1,711.62	1,797.20	1,887.06
Foreman/Crew Foreman	1,158.46	1,216.38	1,277.20	1,341.06	1,408.12	1,478.52	1,552.45
Management Analyst	1,186.66	1,245.99	1,308.29	1,373.71	1,442.39	1,514.51	1,590.24
Account Clerk III	1,415.53	1,486.31	1,560.62	1,638.65	1,720.59	1,806.61	1,896.95
Code Enf/Evidence/Animal Control	1,656.92	1,739.77	1,826.75	1,918.09	2,014.00	2,114.70	2,220.43
Public Safety Officer	1,669.84	1,753.33	1,841.00	1,933.05	2,029.70	2,131.19	2,237.75
Maintenance Senior III	1,762.61	1,850.74	1,943.28	2,040.44	2,142.46	2,249.59	2,362.07
City Planner Assistant	1,771.20	1,859.76	1,952.75	2,050.39	2,152.90	2,260.55	2,373.58
Associate Engineer	2,049.69	2,152.17	2,259.78	2,372.77	2,491.41	2,615.98	2,746.78
Public Safety Sergeant	2,036.30	2,138.12	2,245.02	2,357.27	2,475.14	2,598.89	2,728.84
<u>Exempt & Supervisorial Staff: Not eligible for Overtime. Eligible for all other provisions of applicable MOU</u>							
Administrative Supervisor	1,544.76	1,622.00	1,703.10	1,788.25	1,877.67	1,971.55	2,070.13
Public Safety Lieutenant	2,641.60	2,773.68	2,912.36	3,057.98	3,210.88	3,371.43	3,540.00
<u>Department Heads</u>							
Wellness Center Director	1,518.92	1,594.87	1,674.61	1,758.34	1,846.26	1,938.57	2,035.50
Planning & Economic Development Director	1,958.76	2,056.70	2,159.53	2,267.51	2,380.89	2,499.93	2,624.93
McDermont Field House Director	2,238.46	2,350.38	2,467.90	2,591.30	2,720.86	2,856.91	2,999.75
Finance Director	2,624.30	2,755.52	2,893.29	3,037.96	3,189.85	3,349.35	3,516.81
City Services Director	2,754.46	2,892.18	3,036.79	3,188.63	3,348.06	3,515.47	3,691.24
Director of Public Safety	3,156.92	3,314.77	3,480.50	3,654.53	3,837.26	4,029.12	4,230.57
City Manager	3,538.40	3,715.32	3,901.09	4,096.14	4,300.95	4,515.99	4,741.79

EFFECTIVE 7.1.16

Classification & Salary Schedule - ANNUAL

07/01/2015 - 06/30/2016

<u>Classification</u>	<u>Range</u>						
	1	2	3	4	5	6	7
Team Member I	20,800	21,840	22,932	24,079	25,283	26,547	27,874
Finance Clerk	21,924	23,020	24,171	25,380	26,649	27,981	29,380
Team Member II	24,612	25,843	27,135	28,491	29,916	31,412	32,982
Secretary 1	24,768	26,006	27,307	28,672	30,106	31,611	33,191
Maintenance	25,908	27,203	28,564	29,992	31,491	33,066	34,719
Account Clerk I	25,908	27,203	28,564	29,992	31,491	33,066	34,719
Account Clerk II	27,180	28,539	29,966	31,464	33,037	34,689	36,424
City Services Specialist	27,180	28,539	29,966	31,464	33,037	34,689	36,424
Recreation Coordinator	27,972	29,371	30,839	32,381	34,000	35,700	37,485
Administrative Secretary	29,532	31,009	32,559	34,187	35,896	37,691	39,576
Dispatcher	28,692	30,127	31,633	33,215	34,875	36,619	38,450
Com. Dev. Specialist I	28,692	30,127	31,633	33,215	34,875	36,619	38,450
Maintenance, Senior I	28,692	30,127	31,633	33,215	34,875	36,619	38,450
Wastewater Treat. Plant Oper. II	29,472	30,946	32,493	34,118	35,823	37,615	39,495
Com. Dev. Specialist II	30,996	32,546	34,173	35,882	37,676	39,560	41,538
Team Member III	34,620	36,351	38,168	40,077	42,081	44,185	46,394
Senior Mechanic	35,004	36,754	38,592	40,521	42,547	44,675	46,908
Maintenance Senior II	36,612	38,442	40,365	42,383	44,502	46,727	49,063
Foreman/Crew Foreman	30,120	31,626	33,207	34,868	36,611	38,442	40,364
Management Analyst	30,853	32,396	34,015	35,716	37,502	39,377	41,346
Account Clerk III	36,804	38,644	40,576	42,605	44,735	46,972	49,321
Code Enf/Evidence/Animal Control	43,080	45,234	47,496	49,870	52,364	54,982	57,731
Public Safety Officer	43,410	45,580	47,859	50,252	52,765	55,403	58,173
Maintenance Senior III	45,828	48,119	50,525	53,051	55,704	58,489	61,414
City Planner Assistant	46,056	48,359	50,777	53,315	55,981	58,780	61,719
Associate Engineer	53,292	55,957	58,754	61,692	64,777	68,016	71,416
Public Safety Sergeant	52,944	55,591	58,371	61,289	64,354	67,571	70,950
<u>Exempt & Supervisorial Staff: Not eligible for Overtime. Eligible for all other provisions of applicable MOU</u>							
Administrative Supervisor	38,256	40,169	42,177	44,286	46,500	48,825	51,267
Public Safety Lieutenant	68,682	72,116	75,721	79,508	83,483	87,657	92,040
<u>Department Heads</u>							
Wellness Center Director	39,492	41,467	43,540	45,717	48,003	50,403	52,923
Planning & Economic Development Director	53,700	56,385	59,204	62,164	65,273	68,536	71,963
McDermont Field House Director	58,200	61,110	64,166	67,374	70,742	74,280	77,994
Finance Director	68,232	71,644	75,226	78,987	82,936	87,083	91,437
City Services Director	71,616	75,197	78,957	82,904	87,050	91,402	95,972
Director of Public Safety	82,080	86,184	90,493	95,018	99,769	104,757	109,995
City Manager	92,000	96,600	101,430	106,502	111,827	117,418	123,289

EFFECTIVE 7.1.16

Classification & Salary Schedule - HOURLY

07/01/2015 - 06/30/2016

<u>Classification</u>	<u>Range</u>						
	1	2	3	4	5	6	7
Team Member I	10.000	10.500	11.025	11.576	12.155	12.763	13.401
Finance Clerk	10.540	11.067	11.621	12.202	12.812	13.452	14.125
Team Member II	11.833	12.424	13.046	13.698	14.383	15.102	15.857
Secretary 1	11.908	12.503	13.128	13.785	14.474	15.198	15.957
Maintenance	12.456	13.079	13.732	14.419	15.140	15.897	16.692
Account Clerk I	12.456	13.079	13.732	14.419	15.140	15.897	16.692
Account Clerk II	13.067	13.721	14.407	15.127	15.883	16.678	17.511
City Services Specialist	13.067	13.721	14.407	15.127	15.883	16.678	17.511
Recreation Coordinator	13.448	14.120	14.827	15.568	16.346	17.164	18.022
Administrative Secretary	14.198	14.908	15.653	16.436	17.258	18.121	19.027
Dispatcher	13.794	14.484	15.208	15.969	16.767	17.605	18.486
Com. Dev. Specialist I	13.794	14.484	15.208	15.969	16.767	17.605	18.486
Maintenance, Senior I	13.794	14.484	15.208	15.969	16.767	17.605	18.486
Wastewater Treat. Plant Oper. II	14.169	14.878	15.622	16.403	17.223	18.084	18.988
Com. Dev. Specialist II	14.902	15.647	16.429	17.251	18.113	19.019	19.970
Team Member III	16.640	17.472	18.346	19.263	20.226	21.237	22.299
Senior Mechanic	16.820	17.661	18.544	19.471	20.445	21.467	22.540
Maintenance Senior II	17.600	18.480	19.404	20.374	21.393	22.463	23.586
Foreman/Crew Foreman	14.481	15.205	15.965	16.763	17.601	18.482	19.406
Management Analyst	14.838	15.580	16.359	17.177	18.036	18.937	19.884
Account Clerk III	17.690	18.575	19.503	20.478	21.502	22.577	23.706
Code Enf/Evidence/Animal Control	20.710	21.746	22.833	23.974	25.173	26.432	27.753
Public Safety Officer	20.870	21.914	23.009	24.160	25.368	26.636	27.968
Maintenance Senior III	22.030	23.132	24.288	25.502	26.778	28.116	29.522
City Planner Assistant	22.140	23.247	24.409	25.630	26.911	28.257	29.670
Associate Engineer	25.620	26.901	28.246	29.658	31.141	32.698	34.333
Public Safety Sergeant	25.460	26.733	28.070	29.473	30.947	32.494	34.119

Exempt & Supervisory Staff: Not eligible for Overtime. Eligible for all other provisions of applicable MOU

Administrative Supervisor	18.390	19.310	20.275	21.289	22.353	23.471	24.644
Public Safety Lieutenant	33.020	34.671	36.405	38.225	40.136	42.143	44.250

Department Heads

Wellness Center Director	18.980	19.929	20.925	21.972	23.070	24.224	25.435
Planning & Economic Development Direct	25.817	27.108	28.463	29.886	31.381	32.950	34.597
McDermont Field House Director	27.980	29.379	30.848	32.390	34.010	35.710	37.496
Finance Director	32.800	34.440	36.162	37.970	39.869	41.862	43.955
City Services Director	34.430	36.152	37.959	39.857	41.850	43.942	46.139
Director of Public Safety	39.461	41.434	43.506	45.681	47.965	50.363	52.882
City Manager	44.230	46.442	48.764	51.202	53.762	56.450	59.272

EFFECTIVE 7.1.16

Annual Budget - City of Lindsay
Fiscal Year 2016-17
STAFFING LEVELS

OPTION 1
City Manager NO Planner

FULL-TIME EMPLOYEES

City Manager

	Authorized	Funded
City Manager	1	1
City Clerk	1	0.5
Administrative Assistant/Deputy City Clerk	1	1
Human Resource Manager	1	0.5
Total	4	3

Finance

Director of Finance	1	1
Administrative Assistant	1	0
Management Analyst	1	0
Account Clerk 111	1	1
Account Clerk II	2	2
Account Clerk I	1	1
Finance Clerk	1	0
Housing Specialist	1	1
Total	10	6

Planning & Economic Development

Director of Planning & Economic Development	1	0
Assistant City Planner	1	1
Administrative Secretary	1	0.5
Total	3	1.5

City Services

Director of City Services	1	1
Associate Engineer	1	1
City Services Specialist	1	1
Community Development Specialist II	1	1
Administrative Supervisor	1	1
Senior Maintenance II	2	2
Senior Maintenance	1	1
Maintenance	4	4
Total	12	12

Public Safety

Director of Public Safety	1	0
Lieutenant	1	1
Sergeant	4	4
Officers	14	13
Dispatch / Records	3	2.75
Administrative Supervisor Dispatch / Records	1	0.5
Code Enforcement/Evidence Tech/AC Officer	1	1
Total	25	22.25

STAFFING LEVELS

Fiscal Year 2016-2017

PAGE 2/2

Wellness & Aquatic Center

Wellness Center Director	1	0.25
Team Member 1 – Reception/Programs	2	2
Team Member 1 - Lifeguard	1	0
Team Member 2 – Facility Maint/Lifeguard	1	1
Total	5	3.25

McDermont Field House / Recreation

McDermont Field House Director	1	0.75
Department Manager	1	1
Recreation Coordinator	1	1
Team Member I	34	15
Team Member II	8	8
Team Member III Total	2	2
	47	27.75

Total Employees

Authorized	Funded	Total
106	61	

Total Combined Employees

Includes Seasonal & Part-time which are funded at FTE in the 2nd column. FTE = 2080 hours per/FY

Authorized	Funded	Total
106	61	

City Manager at 7

Zigler

Hourly Rate	59.27	
Biweekly Salary	4,741.60 (80 hrs)	
FICA	293.98	6.20%
MEDI	68.75	1.45%
PERS-EPMC 4%	189.66	4.00%
PERS-EPMC	1,394.03	29.04%
HEALTH	280.79	5.92%
DEF COMP	331.91	7.00%

Subtotal Benefit	2559.1224	53.61%
Work Comp Rate		2.04%
per \$100 of Payroll		
2.04 factor		
96.73 \$/payroll		
Total Benefit Rate		55.65%
Excluding Lv Accrual		

Hourly	92.25 with benefits
Monthly	15,990.00
Annual	191,880.00

Total City Cost
191,880.00

Annual Budget - City of Lindsay

Fiscal Year 2016-17

STAFFING LEVELS

OPTION 2

NO City Manager w/ Planner

FULL-TIME EMPLOYEES

City Manager

	Authorized	Funded
City Manager	1	0
City Clerk	1	0.5
Administrative Assistant/Deputy City Clerk	1	1
Human Resource Manager	1	0.5
Total	4	2

Finance

Director of Finance	1	1
Administrative Assistant	1	0
Management Analyst	1	0
Account Clerk 111	1	1
Account Clerk II	2	2
Account Clerk I	1	1
Finance Clerk	1	0
Housing Specialist	1	1
Total	10	6

Planning & Economic Development

Director of Planning & Economic Development	1	1
Assistant City Planner	1	1
Administrative Secretary	1	0.5
Total	3	2.5

City Services

Director of City Services	1	1
Associate Engineer	1	1
City Services Specialist	1	1
Community Development Specialist II	1	1
Administrative Supervisor	1	1
Senior Maintenance II	2	2
Senior Maintenance	1	1
Maintenance	4	4
Total	12	12

Public Safety

Director of Public Safety	1	0
Lieutenant	1	1
Sergeant	4	4
Officers	14	13
Dispatch / Records	3	2.75
Administrative Supervisor Dispatch / Records	1	0.5
Code Enforcement/Evidence Tech/AC Officer	1	1
Total	25	22.25

STAFFING LEVELS

Fiscal Year 2016-2017

PAGE 2/2

Wellness & Aquatic Center

Wellness Center Director	1	0.25
Team Member 1 – Reception/Programs	2	2
Team Member 1 - Lifeguard	1	0
Team Member 2 – Facility Maint/Lifeguard	1	1
Total	5	3.25

McDermont Field House / Recreation

McDermont Field House Director	1	0.75
Department Manager	1	1
Recreation Coordinator	1	1
Team Member I	34	15
Team Member II	8	8
Team Member III Total	2	2
	47	27.75

Total Employees

Authorized	Funded	Total
106	75.75	

Total Combined Employees

Includes Seasonal & Part-time which are funded at FTE in the 2nd column. FTE = 2080 hours per/FY

Authorized	Funded	Total
106	75.75	

Authorized	Funded	Total
106	75.75	

Planer at Step 7

Zigler

Hourly Rate	34.6	
Biweekly Salary	2,768.00 (80 hrs)	
FICA	171.62	6.20%
MEDI	40.14	1.45%
PERS-EPMC 4%	111.36	4.02%
PERS-EPMC	1,015.28	29.04%
HEALTH	280.79	10.14%
DEF COMP	193.76	7.00%

Subtotal Benefit 1812.942 57.86%

Work Comp Rate 2.04%

per \$100 of Payroll

2.04 factor

56.47 \$/payroll

Total Benefit Rate 59.90%

Excluding Lv Accrual

Hourly 55.32 with benefits

Monthly 9,588.80

Annual 115,065.60

Total City Cost

115,065.60

**Annual Budget - City of Lindsay
Fiscal Year 2016-17
STAFFING LEVELS**

OPTION 3
City Manager w/ Planner

FULL-TIME EMPLOYEES

	Authorized	Funded
City Manager		
City Manager	1	1
City Clerk	1	0.5
Administrative Assistant/Deputy City Clerk	1	1
Human Resource Manager	1	0.5
Total	4	2
Finance		
Director of Finance	1	1
Administrative Assistant	1	0
Management Analyst	1	0
Account Clerk 111	1	1
Account Clerk II	2	2
Account Clerk I	1	1
Finance Clerk	1	0
Housing Specialist	1	1
Total	10	6
Planning & Economic Development		
Director of Planning & Economic Development	1	1
Assistant City Planner	1	1
Administrative Secretary	1	0.5
Total	3	2.5
City Services		
Director of City Services	1	1
Associate Engineer	1	1
City Services Specialist	1	1
Community Development Specialist II	1	1
Administrative Supervisor	1	1
Senior Maintenance II	2	2
Senior Maintenance	1	1
Maintenance	4	4
Total	12	12
Public Safety		
Director of Public Safety	1	0
Lieutenant	1	1
Sergeant	4	4
Officers	14	13
Dispatch / Records	3	2.75
Administrative Supervisor Dispatch / Records	1	0.5
Code Enforcement/Evidence Tech/AC Officer	1	1
Total	25	22.25

STAFFING LEVELS

Fiscal Year 2016-2017

PAGE 2/2

Wellness & Aquatic Center

Wellness Center Director	1	0.25
Team Member 1 – Reception/Programs	2	2
Team Member 1 - Lifeguard	1	0
Team Member 2 – Facility Maint/Lifeguard	1	1
Total	5	3.25

McDermont Field House / Recreation

McDermont Field House Director	1	0.75
Department Manager	1	1
Recreation Coordinator	1	1
Team Member I	34	15
Team Member II	8	8
Team Member III Total	2	2
	47	27.75

Total Employees

Authorized	Funded	Total
106	75.75	

Total Combined Employees

Includes Seasonal & Part-time which are funded at FTE in the 2nd column. FTE = 2080 hours per/FY

Authorized	Funded	Total
106	75.75	

Authorized	Funded	Total
106	75.75	

City Manager at 7

Zigler

Hourly Rate	59.27	
Biweekly Salary	4,741.60 (80 hrs)	
FICA	293.98	6.20%
MEDI	68.75	1.45%
PERS-EPMC 4%	189.66	4.00%
PERS-EPMC	1,394.03	29.04%
HEALTH	280.79	5.92%
DEF COMP	331.91	7.00%

Subtotal Benefit	2559.122	53.61%
Work Comp Rate		2.04%
per \$100 of Payroll		
2.04 factor		
96.73 \$/payroll		
Total Benefit Rate		55.65%
Excluding Lv Accrual		

Hourly	92.25 with benefits
Monthly	15,990.00
Annual	191,880.00

Planer at Step 7

Zigler

Hourly Rate	34.6	
Biweekly Salary	2,768.00 (80 hrs)	
FICA	171.62	6.20%
MEDI	40.14	1.45%
PERS-EPMC 4%	111.36	4.02%
PERS-EPMC	1,015.28	29.04%
HEALTH	280.79	10.14%
DEF COMP	193.76	7.00%

Subtotal Benefit	1812.942	57.86%
Work Comp Rate		2.04%
per \$100 of Payroll		
2.04 factor		
56.47 \$/payroll		
Total Benefit Rate		59.90%
Excluding Lv Accrual		

**CITY OF LINDSAY
SUMMARY OF DEBT SERVICE OBLIGATIONS FY 2016-17**

DEBT DESCRIPTION	7/1/2016 BEGINNING BALANCE		ACCOUNT#	AMOUNT DUE IN FY	6/30/2017 ENDING BALANCE	PAY AMOUNT (Bold is Paid)	PAYDATES
GENERAL FUND							
Streets	838,754	Principal	101-4130-090-500	52,422	786,332	17,646.61	07/10/16
TCAG Settlement	Per County	Interest	101-4130-047-001	17,851	P&I	17,574.53	10/10/16
Lender: TCTA	4/12/12	Total		<u>70,273</u>	P&I	17,621.63	01/10/17
Original Bal	1,048,443	Interest is estimated assuming Interest rate average of .55%			P&I	17,430.37	06/30/17
Library	465,174	Principal	450-4500-047-002	17,821	447,353		
Library Landscape Loan	4.1250%	Interest	450-4500-047-001	19,188	Interest Only	9,594.22	11/12/16
Lender: USDA #97-12	5/12/10	Total		<u>37,010</u>	P&I	27,415.22	05/12/17
Original Bal	750,000	2010 USDA RD COP					
TRANSPORTATION							
Transportation Department	1,183,771	Principal	263-4180-047-002	69,970	1,113,801		
Tulare Road Loan	4.5000%	Interest	263-4180-047-001	53,270	P&I	96,604.85	11/12/16
Lender: USDA #97-15	8/12/08	Total		<u>123,240</u>	Interest Only	26,634.85	05/12/17
Original Bal	1,600,000	2008 USDA RD COP					
ENTERPRISE FUNDS							
Wellness Center	2,159,843	Principal	400-4400-047-002	41,513	2,118,330		
Wellness Center Loan	4.2500%	Interest	400-4400-047-001	90,911	P&I	87,409.69	07/20/16
Lender: USDA #97-13	7/20/07	Total		<u>132,424</u>	Interest Only	45,014.52	01/20/17
Original Bal	3,000,000	2007 USDA RD					
WATER FUND							
Water Department	1,821,536	Principal	552-4552-047-002	50,674	1,770,862		
Water Plant Expansion Loan	3.2500%	Interest	552-4552-047-001	59,200			
Lender: USDA #91-06	12/11/00	Total		109,874	P&I	109,874.00	12/01/16
Original Bal	2,440,000	2000 USDA RD					
Water Department	44,546	Principal	552-4552-047-002	13,822	30,724		
Water Clarifier Loan	0.0713%	Interest	552-4552-047-001	2,932	P&I	8,376.99	12/01/16
Lender: USBANK Bond	12/1/93	Total		<u>16,754</u>	P&I	8,376.99	06/01/17
Original Bal	197,054	1993 CSCDA					
WASTEWATER FUND							
Wastewater Department	5,331,840	Principal	553-4553-047-002	150,185	5,181,655		
Sewer Plant Expansion Loan	3.2500%	Interest	553-4553-047-001	173,285			
Lender: USDA #92-04	11/29/99	Total		<u>323,470</u>	P&I	323,470.00	11/28/16
Original Bal	7,000,000	1999 USDA RD					
Wastewater Department	400,674	Principal	553-4553-047-002	8,364	392,310		
Sewer Infrastructure Loan	4.3750%	Interest	553-4553-047-001	17,259			
Lender: USDA #92-09	6/28/04	Total		<u>25,623</u>	P&I	25,623.00	06/28/17
Original Bal	480,000	2004 USDA RD					
MCDERMONT FIELD HOUSE							
McDermont Field House & Rec	1,550,000	Principal	300-4300-047-002	105,000	1,445,000		
US BANK Lease Bond	4.2500%	Interest	300-4300-047-001	86,838	P&I	149,600.00	12/15/16
Lender: USBANK Bond	11/1/12	Total		<u>191,838</u>	Interest Only	42,237.50	06/15/17
Original Bal	1,835,000	2012 REFUNDING BONDS					

YTD	Total Principal Reduction	509,772
YTD	Loan Interest Paid	520,735

CITY DEBT AGREEMENTS OUTSIDE AGENCIES

Page Subtot: **\$13,796,139**

YTD CASH DUE **\$1,030,507**

\$13,286,367

Begin Principal Balance

End Principal Balance

DEBT DESCRIPTION	7/1/2016 BEGINNING BALANCE	ACCOUNT#	AMOUNT DUE IN FY	6/30/2017 ENDING BALANCE	PAY AMOUNT	PAYDATES
Compensated Absences	202,005			197,773		N/A

CITY OF LINDSAY as SUCCESSOR AGENCY FOR FORMER RDA
RORF DEBT SERVICE FY 2016-17

DEBT DESCRIPTION	7/1/2016 BEGINNING BALANCE	ACCOUNT#	AMOUNT DUE IN FY	6/30/2017 ENDING BALANCE	PAY AMOUNT	PAYDATES
REDEVELOPMENT OBLIGATION RETIREMENT FUND (RORF)						
California Housing Finance Agency						
CalHFA Loan No. HELP-080803-0	1,085,527	O/S DUE 660-220-221	100,000	775,527		
Lender: CALHFA 3/30/04 0.0000% Estimated Ad'l RPTTF 660-220-221			<u>210,000</u>	Miniumum Pay	50,000.00	07/15/16
Original Bal 1,250,000 *Amended 8-21-15		Total	<u><u>310,000</u></u>	Miniumum Pay	50,000.00	01/15/17
California Housing Finance Agency						
CalHFA Loan No. RDLP-090806-0	4,218,695	O/S DUE 660-220-218	50,000	4,168,695		
Lender: CALHFA 8/7/07 0.0000%			<u>50,000</u>	Miniumum Pay	25,000.00	07/15/16
Original Bal 3,690,000 *Amended 8-21-15		Total	<u><u>50,000</u></u>	Miniumum Pay	25,000.00	01/15/17

*CalHFA agreed to a 0% interest/no additional interest accrual as of 8/15/2015 with all payments applied to reduce the balance for both the HELP and RDLP Loans. The SA shall request that all additional RPTTF available after the Normal Debt Service shall be requested and applied to the balance of the HELP, with minimum payments as denoted. Once the HELP is fully repaid, the same formula/method shall apply to the RDLP Loan on all future ROPS requests.

2015 Bond Issue (Refunding)	19,596,085	Principal 660-0000-047-002	320,000	19,276,085		
Lender: USBANK Bond 8/1/15		Interest 660-0000-047-001	<u>499,856</u>	P&I	572,328.13	08/01/16
Original Face Value 13,760,000 <i>Refunded amount</i>		Total	<u><u>819,856</u></u>	Interest Only	247,528.13	02/01/17
<i>includes all fees and interest/Coupon rate of 3.000%</i>						

Total RORF Fund	24,900,306			24,220,306		
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Balances include all accrued interest as refunding and loan amendments have capped interest at stated amounts

19,596,085 Bond Balance @ 7-01-16

**ANNUAL DEBT LIMIT
FY 2016-17**

	TOTAL O/S DEBT	PAYMENTS IN FY17	SOURCE OF FUNDS
GENERAL FUND	1,303,928	107,283	UUT & SIP
TRANSPORTATION FUND	1,183,771	123,240	LOCAL MEASURE R
WELLNESS CENTER	2,159,843	132,424	USER CHARGES & PROGRAM REV
WATER FUND	1,866,082	126,628	USER CHARGES
WASTEWATER FUND	5,732,514	349,093	USER CHARGES
MCDERMONT FUND	1,550,000	191,838	USER CHARGES
 Total Subject to Debt Limit	 13,796,139	 1,030,507	
 Total Debt Obligations - CITY	 13,796,139	 <u>\$1,030,507</u>	 Revenue restricted to DEBT SERVICE - All Funds

CITY		ANNUAL DEBT LIMIT FY 2016-2017		
State law limits the amount of general obligation debt a governmental entity may issue to 15% of its total assessed valuation; however, City Charter Section 9.05A sets a 10% limitation.				
The current debt limit is \$19,589,581 based on the FY2015-16 Tulare County Certified Tax Base values.				
*Per County Auditor Certified Value by Tax Base Report issued 8/07/2015		SECURED	UNSECURED	TOTAL
		186,023,864	9,871,945	195,895,809
				19,589,581
Debt Incurral Margin (Formal)	5,793,442	Legally available for borrowing from outside agencies		

Fiscal Year 2015-16 Limits	Previous Year Values FY15			DEBT LIMIT @ 10%
	SECURED	UNSECURED	TOTAL	
Per County Auditor Certified Value by Tax Base Report issued 8/15/2014	180,425,016	9,928,342	190,353,358	19,035,336
 Fiscal Year 2014-15 Limits	Previous Year Values FY14			DEBT LIMIT @ 10%
	SECURED	UNSECURED	TOTAL	
Per County Auditor Certified Value by Tax Base Report issued 9/13/2013	176,117,334	10,262,751	186,380,085	18,638,009
 FY 17 Increase /Decrease over FY16	5,598,848	-56,397	5,542,451	
 FY 17 Increase /Decrease over FY15	9,906,530	-390,806	9,515,724	

Debt Incurral Margin FY15	3,854,957	Legally available for borrowing from outside agencies
Debt Incurral Margin FY16	5,088,026	Legally available for borrowing from outside agencies
Debt Incurral Margin FY17	5,793,442	Legally available for borrowing from outside agencies

*Source:

<http://tularecounty.ca.gov/treasurertaxcollector/index.cfm/property-tax-accounting/reports/assessed-value-by-district/fiscal-year-2015-16/>

FY 17 NET BUDGETARY ACTIVITY - GENERAL FUND

FUND: 101 General

Description	Actual FY 2012	Actual FY 2013	Actual FY 2014	Actual FY 2015	Council Approved FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017	Council Approves FY 2017
Revenues									
Property Taxes	333,643	381,640	368,835	357,265	387,250	189,800	385,782	450,000	
Other Taxes	1,874,861	1,728,407	1,711,175	2,690,466	2,609,750	1,115,892	1,838,462	2,236,000	
Licenses & Permits	165,256	176,829	147,500	115,260	145,540	97,867	126,835	162,500	
Money & Property Use	104,607	54,913	75,928	50,497	69,900	15,560	72,159	73,000	
Intergovernmental	967,988	877,154	872,007	220,943	188,846	168,044	278,808	275,000	
Other Revenues	196,013	332,099	420,926	66,575	79,500	146,048	43,357	45,000	
Recreation Program Fees								80,000	
Other Sources & Uses Financing	81,382	1,999	70,949	293,194	312,450	-	-	-	
Restricted General Fund	1,203,728	1,334,676		37,224	53,000	13,093	142,331	143,000	
Total Revenues	4,927,478	4,887,717	3,667,320	3,831,424	3,846,236	1,746,304	2,887,734	3,464,500	-
<i>*With increased Solar permits, the UUT receipts are expected to decline by at least 5%</i>									
<i>**With the 12-31-15 expiration of the Triple-Flip, Property Tax and Retail Sales Tax will increase; VLF is discontinued</i>									
Expenditures									
- By Department									
City Council	19,806	17,487	15,493	18,523	17,807	3,515	11,807	17,807	
City Manager	124,697	127,797	74,171	122,726	93,046	53,217	84,400	125,000	
Finance/City Clerk	145,397	292,042	304,467	304,984	185,327	155,827	248,750	298,115	
City Attorney	165,310	50,967	60,587	75,526	80,000	18,950	32,500	32,500	
Planning & Economic Devel.	290,097	133,212	178,117	153,620	150,570	88,614	130,257	150,570	
Non-Departmental	520,878	413,280	149,805	222,470	249,850	372,528	412,350	231,300	
Public Safety	2,574,756	2,464,202	2,718,549	2,535,890	2,381,097	1,122,828	2,163,400	2,380,000	
City Services	450,431	360,379	378,689	465,956	401,050	226,364	359,300	401,050	
Streets	252,501	432,843	106,894	120,105	158,884	58,743	117,744	175,000	
Parks	196,674	233,641	237,538	201,155	268,163	147,956	202,100	270,000	
Recreation							496,940	290,000	
Total Expenditures	4,740,547	4,525,850	4,224,310	4,220,955	3,985,794	2,248,542	4,259,548	4,371,342	-
Net Budgetary Activity	186,931	361,867	(556,990)	(389,531)	(139,558)	(502,238)	(1,371,814)	(906,842)	-

FY 17 NET BUDGETARY ACTIVITY - COMMITTED REVENUE FUNDS

FUND: 200 ISF FUND

DEPT: CITY SERVICES - STREETS CAPITAL IMPROVEMENT

AC#	Description	Actual FY 2012	Actual FY 2013	Actual FY 2014	Actual FY 2015	Council Approved FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017	Council Approves FY 2017
	Revenues									
312-030	Utility Fees 23.6%	882,091	1,071,469	1,048,876	977,489	1,071,450	577,870	906,102	1,075,000	
360-010	Interest Earnings				536					
	Total Revenues	882,091	1,071,469	1,048,876	978,025	1,071,450	577,870	906,102	1,075,000	-
	Expenditures									
	- Transfers Out									
090-200	Transfer to CIP Fund			297,979	790,421	850,000		850,000	746,434	
090-200	Transfer to Refuse Fund			336,888						
090-200	Transfer to GF City Svcs			179,436	318,693	80,000		80,000	80,000	
090-200	Transfer to GF Streets			73,566	158,884	158,884		158,884	175,000	
090-200	Transfer to Debt Srv Fund				73,566	73,566		73,566	73,566	
	Total Expenditures	-	-	887,869	1,109,114	1,162,450	-	1,162,450	1,075,000	-
	Net Budgetary Activity	882,091	1,071,469	161,007	(131,089)	(91,000)	577,870	(256,348)	-	-

FUND: 471 - SPECIAL REVENUE FUND

DEPT: CITY SERVICES - PARKS CAPITAL IMPROVEMENT - REVENUE FROM DEVELOPMENT FEES

AC#	Description	Actual FY 2012	Actual FY 2013	Actual FY 2014	Actual FY 2015	Council Approved FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017	Council Approves FY 2017
	Revenues									
324-040	Building Permit Fees	9,650	22,337	14,300	22,750	23,000	5,200	17,259	18,000	
	Total Revenues	9,650	22,337	14,300	22,750	23,000	5,200	17,259	18,000	-
	Net Budgetary Activity	9,650	22,337	14,300	22,750	23,000	5,200	17,259	18,000	-

TOTALS - COMMITTED REVENUE FUNDS

AC#	Description	Actual FY 2012	Actual FY 2013	Actual FY 2014	Actual FY 2015	Council Approved FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017	Council Approves FY 2017
	Total Revenues	891,741	1,093,806	1,063,176	1,000,775	1,094,450	583,070	923,361	1,093,000	-
	Total Expenditures	-	-	887,869	1,109,114	1,162,450	-	1,162,450	1,075,000	-
	Net Budgetary Activity	891,741	1,093,806	175,307	(108,339)	(68,000)	583,070	(239,089)	18,000	-

FY 17 NET BUDGETARY ACTIVITY - RESTRICTED FUNDS

FUND: 261- SPECIAL REVENUE FUND
DEPT: GAS TAX

AC#	Description	Actual FY 2012	Actual FY 2013	Actual FY 2014	Actual FY 2015	Council Approved FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017	Council Approves FY 2017
Revenues										
335-155	2105 Construction	55,261	53,912	81,312	74,986	81,350	35,549	68,660	81,350	
335-156	2106 Construction	39,150	40,376	39,949	46,510	40,000	21,518	41,496	46,510	
335-157	2107 Maintenance	81,603	85,503	86,505	96,563	86,550	44,893	87,544	86,550	
335-158	2107.5 Engineering & Administration	3,000	3,000	3,000	6,000	3,000	3,000	3,000	3,000	
335-162	Traffic Congestion Relief - HUT 2103	160,141	106,639	163,742	133,851	163,450	38,099	103,960	125,000	
369-400	Other Revenue/Rebates		536		239	350		0		
360-010	Interest Earnings			115				0		
Total Revenues		339,155	289,967	374,623	358,149	374,700	143,059	304,660	342,410	-
<i>*Gas Tax revenue projected to decrease as gas prices are lower and expected to remain lower in FY17</i>										
Expenditures										
- Maintenance & Operations										
010-001	Salaries	44,187	32,142	110,187	95,864	98,313	45,487	66,700	99,788	
015-000	Benefits	19,198	24,621	62,972	54,787	58,988	27,391	41,200	54,588	
022-012	Vehicle Fuel & Oil	4,656	7,644	4,179	5,561	5,100	3,816	6,500	5,100	
022-015	Vehicle Repair & Maint.	857		3,611		1,000	2,041	3,500	4,000	
023-001	Street Sweeping Contract*		11,552	30,000	36,517	36,000	18,000	30,900	36,000	
031-012	Engineering	2,279	135	593	254	1,000	688	1,200	5,000	
032-004	Street Lighting	86,999	99,268	103,832	99,770	87,000	49,061	80,000	91,000	
034-000	Insurance		7,011	10,000						
065-001	Street Signs		2,108	864	1,672	5,000	3,488	6,000	6,000	
065-008	Street Striping	2,315	497	3,948	11,517	15,000	6,732	20,000	20,000	
065-013	General Street Maintenance	9,893	8,283	4,931	8,500	20,000	200	300	20,934	
Total Expenditures		170,385	193,261	335,117	314,442	327,401	156,904	256,300	342,410	-
Net Budgetary Activity		168,770	96,706	39,506	43,707	47,299	(13,845)	48,360	0	-

FUND: 263 - SPECIAL REVENUE FUND
DEPT: TRANSPORTATION

AC#	Description	Actual FY 2012	Actual FY 2013	Actual FY 2014	Actual FY 2015	Council Approved FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017	Council Approves FY 2017
Revenues										
300-207	Deposits - Other				13					

FY 17 NET BUDGETARY ACTIVITY - MCDERMONT FIELD HOUSE FUND

FUND: 300 - ENTERPRISE FUND

DEPT: MCDERMONT FIELD HOUSE (Includes LUSD, After-School, & Recreation)

AC#	Description	Actual FY 2012	Actual FY 2013	Actual FY 2014	Actual FY 2015	Council Approved FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017	Council Approves FY 2017
	Revenues									
300-003	Other	19,868	17,572	2,707	(2,976)	10,000	17,010	2,500	2,500	
300-006	Special Use	272,021	219,505	321,849	296,639	245,000	93,551	271,429	280,000	
300-007	Vending	15,648	14,065	10,620	6,877	12,500	7,388	13,444	14,000	
300-010	Concessions	180,142	177,431	232,325	177,636	225,000	105,887	122,947	125,000	
300-103	HS ASSETS / LTAC Program	212,500	187,500	212,500	59,921	95,000	95,000	77,461	95,000	
300-104	Special Events	39,395	49,307	48,116	30,131	50,000	52,284	43,846	45,000	
300-105	LUSD Recreation Contribution	28,500	22,500	25,680		25,000		-	-	
300-105	LUSD K-8 After School Use			25,680		27,000		-	-	
300-105	LUSD Summer Program			25,680		24,000		-	-	
300-398	Sponsorships	4,815	13,150	15,300	10,400	17,750	6,050	10,000	10,000	
305-003	Youth Sports	22,612	20,040	19,552	14,962	20,000	935	1,800	2,000	
305-005	Sports Camps & Leagues	128,744	131,062	76,796	102,573	90,000	91,526	114,527	115,000	
305-006	Adult Sports	39,126	28,798	54,240	70,989	55,000	48,042	59,377	60,000	
305-008	Admissions	460,295	359,126	328,073	301,449	405,000	185,868	329,549	330,000	
305-011	Other Revenues				4,488		2,345	2,500	2,500	
305-012	Birthday Parties	129,656	127,477	82,470	92,371	100,000	50,526	87,420	90,000	
305-027	Fitness Center/Member	651,401	556,770	558,680	564,579	555,000	277,655	570,478	575,000	
310-004	K-12 Let's Move Program			20,345	21,240	50,000	8,304	15,000	15,000	
333-360	LUSD Sports/Patriots Program	30,000	30,000	34,840	34,840	34,000	34,840	34,840	-	
345-050	Retail Space Lease					5,000				
347-010	Recycling	2,542	3,092	3,009	1,724	4,225	1,121	2,000	2,500	
	City Facility Share - Recreation Use									
347-040	Camp McDermont				23,000		325	325	-	
347-042	Tanning Beds	48	129	95	40	100	360	-	-	
369-400	Rebates/Refunds/Reimbursements				2,526		14,472	-	-	
	Sub-Total, Revenues	2,237,311	1,957,523	2,072,874	1,813,409	2,049,575	1,093,489	1,759,443	1,863,500	-
	Other Financing Sources									
300-017	HRRP Grant - State	171,050		109,108	104,404		42,850	0	0	
	<i>Deferred REV in FY12 Carry Forward to FY13</i>	<i>(171,050)</i>								
	Operating Transfers-In (GF)	8,910		109,108		252,905		0	0	
	Sub-Total, Other Financing Sources	8,910	-	109,108	104,404	252,905	42,850	-	-	-
	Total Revenues	2,246,221	1,957,523	2,181,982	1,917,813	2,302,480	1,136,339	1,759,443	1,863,500	-

Expenditures										
- Maintenance & Operations										
010-001	Salaries & Benefits	1,551,145	1,405,799	1,365,381	1,326,119	1,218,524	729,386	1,135,800	850,000	
018-000	Bank & Interchange Fees	25,132	18,364	21,840	19,079	14,500	6,992	12,000	14,500	
034-000	Insurance						8,157		0	
037-000	Other Services & Charges	755	1,243	7,059	12,780	5,000	6,216	10,700	5,000	
055-002	Youth Sports	37,592	31,577	26,662	29,428	24,500	13,585	23,300	0	
055-006	Fitness Center Classes	38,906	20,050	23,195	25,400	20,000	13,600	23,300	0	
055-010	LUSD Patriot Program	24,750	39,280	50,487	27,495	34,000	11,879	20,400	0	
055-019	Adult Sports	95,807	73,052	60,144	51,346	51,000	24,838	42,600	0	
055-025	Get-Up-and-Move				9,654		3,088	5,300	5,300	
055-026	LHS ASSETS / LTAC Program	212,803	257,356	177,604	131,150	95,000	69,704	119,500	95,000	
069-069	Computer System/Operations	15,536	18,059	17,258	17,614	16,000	12,188	20,900	16,000	
069-082	Insurance: Property/Liab		9,311	2,242	1,885	25,000	455	14,800	25,000	
069-084	Advertising/Marketing	8,655	16,358	40,848	38,915	30,000	18,678	19,400	40,000	
069-086	Travel/Seminars	542	606			100			100	
069-088	Staff Training	755	1,730	2,688	3,153	1,800	2,468	4,200	1,800	
069-090	Redemption Supplies	43,330	34,915	37,303	22,648	25,000	10,482	18,000	25,000	
069-091	Cleaning/Maintenance	42,226	63,743	54,691	45,757	47,000	25,873	44,400	47,000	
069-092	Repair Equipment	60,994	60,746	107,881	85,887	50,000	40,793	69,900	60,000	
069-093	Repair Building	22,250	16,565	19,146	23,433	25,000	4,379	7,500	25,000	
069-095	Tanning Bed Supplies	1,601	907			100			0	
069-101	Office supplies	20,126	12,728	11,921	10,876	9,200	3,109	8,000	9,200	
069-102	Staff uniforms	1,221	892	1,209	1,994	700	923	1,600	700	
069-103	Birthday Party supplies	14,549	20,261	20,914	23,380	20,500	14,695	25,200	20,500	
069-104	Fitness Center Supplies	285	794	812	1,173	2,500	17	500	2,500	
069-108	Electricity	221,004	245,744	172,122	247,063	174,231	135,782	232,800	150,000	
069-109	Gas	13,053	12,809	16,171	9,608	10,000	4,367	7,500	10,000	
069-111	Telephone	4,686	5,957	5,488	6,479	4,200	2,701	4,600	4,500	
069-113	Service contract	30,961	13,101	40,337	39,925	61,000	39,715	68,100	61,000	
069-115	Special Event Expense	38,944	12,554	5,171	10,130	5,000	7,169	12,300	8,000	
069-116	Concessions Supplies	166,013	168,647	175,224	175,312	118,000	79,227	135,800	180,000	
069-172	Child Care Expense	485	132	442	394	100	182	300	100	
095-002	Flow Rider Supplies	5,667	4,965	8,248	8,993	7,200	7,400	12,700	7,200	
Sub-Total, Maintenance & Operations		2,699,773	2,568,246	2,472,488	2,407,070	2,095,155	1,298,048	2,101,400	1,663,400	-
<i>*Installation of Solar Panels expected to significantly reduce electricity charges</i>										
- Debt Service										
047-001	Debt Service - Interest	187,478	192,254	91,775	95,825	95,825	46,850	95,825	86,838	
047-002	Debt Service - Principal				100,000	100,000	100,000	100,000	100,000	
069-170	Debt Service - Lease	9,684		22,596						

	197,162	192,254	114,371	195,825	195,825	146,850	195,825	186,838	-
Sub-Total, Debt Service									
- Capital Outlay									
064-000 *Capital Outlay - Equipment		18,232	7,215	143,661	3,000	43,633	3,000	3,000	
064-000 HRRP Expense									
Sub-Total, Capital Outlay	-	18,232	7,215	143,661	3,000	43,633	3,000	3,000	-
- Transfers Out									
025-001 Golf Course Contribution			195		2,500			5,000	
035-002 Aquatic Center Contribution									
090-200 Transfer Out to Wellness Center		12,000	4,477		6,000		6,000	6,000	
200-203 Due to Other Funds									
Sub-Total, Transfers Out	-	12,000	4,672	-	8,500	-	6,000	11,000	-
Total Expenditures	2,896,935	2,790,732	2,598,746	2,746,556	2,302,480	1,488,531	2,306,225	1,864,238	-
Net Budgetary Activity	(650,714)	(833,209)	(416,764)	(828,743)	-	(352,192)	(546,782)	(738)	-

NOTE: Until FY 16, all recreation costs were included in this fund. Recreation costs are accounted for in the General Fund

FY 17 NET BUDGETARY ACTIVITY - WELLNESS CENTER FUND

FUND: 400 - ENTERPRISE FUND

DEPT: 4400 - WELLNESS CENTER/AQUATIC CENTER

AC#	Description	Actual FY 2012	Actual FY 2013	Actual FY 2014	Actual FY 2015	Council Approved FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017	Council Approves FY 2017
Revenues										
305-009	Concessions	6,129	6,921	6,105	12,253	12,500	8,035	9,179	9,000	
305-011	LUSD Contribution Pool	102,532		23,866	30,291	30,000	25,534	25,000	30,000	
305-027	Membership Fees	7,691	26,525	26,018	3	25,500	45,995	46,000	50,000	
310-001	Entry Fees - Pool or WC	20,333	15,855	14,291	13,003	17,500	8,690	11,715	16,000	
310-002	Facility Use/Event Rental	3,610	1,452	20,133	20,403	30,000	18,257	20,500	22,000	
310-003	Swim Lessons	4,436	3,880	3,440	3,475	4,500	510	3,808	3,500	
310-004	Program Fees/Class Fees		210	1,365	2,890	4,000	605	1,500	1,500	
340-400	Lindsay District Hospital	233,721	233,721	233,721	256,423	233,721	-	239,397	233,721	
340-401	LDHB Ad'l Reimbursement	92,440		167	613	-	-	-	-	
345-050	Space Lease Fees	24,637	67,041	50,379	55,387	65,000	35,519	52,883	50,000	
347-010	Recycling Revenue		90	149	610	250	15	500	200	
360-010	Interest Earnings	1,058		1,307	4,222	500	292	-	-	
360-110	Earned Bank Interest									
369-090	Other Department Revenue	374		-	4,051	4,000	1,283	-	-	
369-400	Refunds/Rebates/ Reimbursements						800	-	-	
Sub-Total, Revenues		496,960	355,696	380,940	403,624	427,471	145,535	410,482	415,921	-
Operating Transfers-In										
390-200	McDermont Members Pool					6,000			6,000	
390-200	Transfer from Gen Fund		34,259	38,730		60,000			40,000	
Sub-Total, Transfers In		-	34,259	38,730	-	66,000	-	-	46,000	-
Other Financing Sources										
348-075	Loan Proceeds-USDA			53,653						
369-105	RCAC Grant	343,553								
Sub-Total, Other Financing Sources		343,553	-	53,653	-	-	-	-	-	-
Total Revenues		840,513	389,955	473,323	403,624	493,471	145,535	410,482	461,921	-
Expenditures										

- Maintenance & Operations										
010-001	Salaries	244,333	127,754	127,395	178,170	129,985	103,288	158,100	115,000	
015-000	Benefits	111,810	78,659	60,209	69,185	55,280	37,908	59,000	43,185	
022-000	Dept. Oper. Supplies	9,786	7,014	10,464	19,314	10,000	16,130	27,700	10,000	
022-015	Vehicle Repair & Maintenance	104	36	150	71					
023-000	Repair & Maintenance	69	15,583	16,332	55,372	10,000	13,308	20,000	10,000	
031-000	Professional Services	2,194	14,018	390	100	6,500	148	500	6,500	
031-009	Audit Services	7,500	3,500	3,500	500	1,000			1,000	
032-006	Wellness Center Utilities	26,990	74,520	84,472	68,624	57,200	36,519	45,000	57,200	
032-007	Permits & Fees		4,123	4,341	3,680	4,125	1,158	2,000	4,125	
033-001	Communications - Alarm	2,165	10,383	6,558	12,188	9,520	5,309	9,100	9,520	
034-000	Insurance			10,000		8,500	12,000	20,600	8,500	
035-000	Advertising/Printing/Copy	170	575	1,819	4,025	4,000	2,291	3,900	4,000	
037-000	Other Services & Charges	939	156	1,200	1,894	1,000	2,427	4,200	1,000	
037-004	Dues & Subscriptions			170	193	225			225	
037-008	Staff Training		727	1,300	560	200	412	700	200	
038-002	Training & Meetings	218	313	65	690	750	8		750	
055-006	Special Interest Classes	13,869	9,149	24,939	27,668	25,000	13,583	23,300	25,000	
063-013	Furniture & Equipment		2,973	211	402	3,000			3,000	
069-076	Pool Chemicals		6,747	23,734	19,980	16,200	14,384	24,700	16,200	
069-091	Cleaning & Maintenance BLDG		6,725	1,816	1,481	5,092	3,140	5,400	5,092	
069-102	Staff Uniforms				170		280	500		
069-115	Special Event Expense		1,082	1,219	5,808	5,200	2,582	4,400	3,000	
069-116	Concessions Supplies		6,045	5,451	12,324	8,200	4,043	6,900	6,000	
	Sub-Total, Maintenance & Operations	420,147	370,081	385,735	482,399	360,977	268,918	416,000	329,497	-
- Debt Service										
047-001	Debt Interest Expense				94,297		46,743	92,673	87,409	
047-002	Principal Payment on Debt				38,197		39,821	39,821	45,015	
070-000	Transfers Out to Debt Service	95,577	72,942	126,401		132,494				
	Sub-Total, Debt Service	95,577	72,942	126,401	132,494	132,494	86,564	132,494	132,424	-
- Capital Outlay										
064-000	CIP - Building & Equipment		59,797				7,536			
066-000	CIP - Parking & Landscape	657,539		53,422						
	Sub-Total, Capital Outlay	657,539	59,797	53,422	-	-	7,536	-	-	-
- Transfers Out										
090-200	Transfer Out				11,312					
	Sub-Total, Transfers Out	-	-	-	11,312	-	-	-	-	-

Total Expenditures	1,173,263	502,820	565,558	626,205	493,471	363,018	548,494	461,921	-
Net Budgetary Activity	(332,749)	(112,865)	(92,235)	(222,581)	-	(217,483)	(138,012)	-	-

NOTE: Until FY 16, some recreation costs were included in this fund.

FY 17 NET BUDGETARY ACITIVITY - UTILITY ENTERPRISE FUNDS

FUND: 552 - ENTERPRISE FUND

DEPT: 4552 - WATER

AC#	Description	Actual FY 2012	Actual FY 2013	Actual FY 2014	Actual FY 2015	Council Approved FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017	Council Approves FY 2017
Revenues										
348-010	User Charges	1,636,810	1,754,681	1,436,828	1,284,366	1,287,500	691,246	1,131,904	1,200,000	
348-011	Page Moor & O/S City Limits	100,711	90,581	83,860	88,295	84,000	49,889	87,579	85,000	
348-020	Connection Fees	19,040	17,229	18,178	11,022	15,750	4,533	3,866	3,500	
348-021	New Utility Act Set Up Fees	2,960	2,785	2,634	3,234	2,775	1,570	2,500	2,500	
348-030	Sale Surplus Water	16,071	154,507	90,005						
348-040	Other Water Revenues			21,623	31,179	20,000	8,431	-	-	
348-080	Misc. Receipts & Interest	40,006	76,383	242		250				
360-010	Interest Earnings						1			
360-110	Earned Bank Interest						9			
369-090	Miscellaneous Revenues				23	3,200				
369-115	AB303 Clean Drinking Water Act		31,636	3,155		16,500				
369-300	Emergency Drought Funding SWRCB									
369-400	Rebates/Refunds/Reimbursements				71,585		4,044			
Sub-Total, Revenues		1,815,599	2,127,802	1,656,525	1,489,704	1,429,975	759,723	1,225,849	1,291,000	-
Other Financing Sources										
390-100	Transfers In				18,119					
Sub-Total, Other Financing Sources		-	-	-	18,119	-	-	-	-	-
Total Revenues		1,815,599	2,127,802	1,656,525	1,507,823	1,429,975	759,723	1,225,849	1,291,000	-
Expenditures										
- Maintenance & Operations										
010-001	Salaries	195,207	181,175	214,722	230,693	262,395	122,719	191,800	197,270	
010-002	Part Time Salaries	13,769	10,068	13,300	9,522	7,500	6,700	14,000	14,400	
010-003	Overtime	6,262	6,157	5,707	12,432	10,000	5,480	4,700	4,830	
015-000	Benefits	127,896	149,050	142,786	154,646	181,807	86,850	135,200	139,050	
021-000	Office Supplies	4,396	2,274	3,355	1,027	500	165	300	500	
022-000	Dept. Oper. Supplies	53,869	34,563	48,031	55,716	35,000	19,738	25,000	35,000	
022-001	Water Supply Testing	40,109	36,019	37,619	32,761	35,000	19,287	25,000	35,000	
022-004	Wells Materials	14,932	14,850	22,315	24,240	25,000	7,987	13,700	25,000	
022-007	Treatment Plant Materials	73,034	43,707	49,448	36,652	50,000	13,610	40,000	50,000	
022-010	Raw Canal Water	120,648	132,714	133,102	110,009	110,000	31,337	60,000	110,000	
022-012	Vehicle Fuel & Oil	7,693	6,870	4,179	4,664	8,000	3,106	5,300	8,000	
022-015	Vehicle Repairs & Maint.	4,860	9,589	10,698	5,833	14,000	10,157	17,400	14,000	

023-000	Repair & Maint. Supplies	3,815	37,762	21,926	25,000	13,666	23,400	25,000
025-000	Small Tools & Equip	2,108	810		500			500
031-000	Professional Services	74,030	85,979	58,476	65,000	21,491	45,000	65,000
031-009	Audit Services	30,000	35,000	34,700	30,000	17,500	30,000	30,000
032-005	Wells Utilities	3,725	125,676	184,599	140,000	58,442	100,200	140,000
032-006	Treatment Plant Utilities	137,787	73,933	49,800	95,000	24,908	42,700	95,000
033-001	Communications / Alarm	20,422	22,497	14,700	12,000	5,500	10,000	12,000
034-000	Insurance	15,871	25,000	18,823	25,000	30,000	51,400	25,000
036-000	Repair & Maint. Services	15,449	48,269	52,916	49,000	19,189	40,000	49,000
037-000	Other services	22,638	14,477	12,757	13,000	8,238	14,100	13,000
037-004	Dues & Subscriptions & Permits	1,777	7,236	8,405	10,000	4,283	7,500	10,000
037-014	Equip & Prop Rentals		1,050	20	1,000	478	800	1,000
038-000	Engineering	2,845	1,506		5,000			5,000
038-002	Training & Meetings	746	753	458	250	454	750	250
038-005	Water Rights Fee - BOE			2,004		1,961	3,400	
040-000	*Street Improvement Program	394,768						
050-006	Equip.Replacement&Maint			158	1,500		200	1,500
070-005	AB303 Reimbursed Reporting					93		
080-000	*Raw Water Maintenance	705						
095-000	Water Rate Study	515	7,207		11,648	5,206	8,900	11,648
095-001	Personnel Services			29				
096-000	Water Feasibility Study	1,978						
	Bottled Water Program SWRCB				16,500			16,500
	Sub-Total, Maintenance & Operations	1,389,873	1,172,417	1,137,966	1,239,600	538,545	910,750	1,133,448
	- Debt Service							
047-001	Debt Interest Expense			67,078		62,841	64,662	63,727
047-002	Principal Payment on Debt			59,550		55,410	61,966	62,901
070-000	Debt Service USDA Bond	109,874	109,874		109,874			
070-002	Debt Service Fund Clairifier	16,754	16,754		16,754			16,754
	Sub-Total, Debt Service	126,628	126,628	59,550	126,628	55,410	61,966	79,655
	- Capital Outlay							
064-007	Underground Gas Tank Removal	8,731			8,000	4,122	7,100	3,500
	Sub-Total, Capital Outlay	8,731	-	-	8,000	4,122	7,100	3,500
	- Transfers Out							
064-000	Capital Improvement Fund	23,100			55,747			
090-200	Transfer Out			56,449				
100-103	CIP Reserve Fund							50,000
	Sub-Total, Transfers Out	23,100	-	56,449	55,747	-	-	50,000
	Total Expenditures	1,548,332	1,299,045	1,253,965	1,429,975	598,077	979,816	1,266,603

FUND: 553 - ENTERPRISE FUND
DEPT: 4553 - SEWER

Net Budgetary Activity	267,267	409,428	357,480	253,858	161,646	246,033	24,397
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AC#	Description	Actual FY 2012	Actual FY 2013	Actual FY 2014	Actual FY 2015	Council Approved FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017	Council Approves FY 2017
Revenues										
324-040	Building Permit Fees for Sewer	3,790	11,250	13,990	25,200	11,500	5,730	10,000	7,500	
348-050	User Charges	1,443,539	1,414,703	1,090,286	1,067,140	1,340,678	678,435	1,206,558	1,325,000	
348-060	Connection Fees	11,140	22,825	6,310	9,000	6,500	2,430	5,000	5,000	
360-110	Earned Bank Interest						22			
369-090	Misc. Receipts	5,198	32,937	26,544		10,000				
Total Revenues		1,463,667	1,481,715	1,137,130	1,101,340	1,368,678	686,617	1,221,558	1,337,500	-
<i>*Rate increase in FY16 was for only half a year - rates should be sufficient to cover cost of service in FY17</i>										
Expenditures										
- Maintenance & Operations										
010-001	Salaries	160,542	155,757	155,261	180,400	185,000	82,240	131,000	134,730	
010-002	Part Time Salaries	19,657	10,943	7,480	8,092	7,500	7,185	10,700	11,000	
010-003	Overtime	6,020	6,656	3,899	8,826	7,500	1,643			
015-000	Benefits	105,875	126,482	137,148	119,565	131,500	55,589	86,400	86,400	
019-000	Operational Supplies	639	7,138	14,665	30,012	10,000	6,138	10,500	10,000	
021-000	Office Supplies	2,667	2,287	1,402	875	1,000	292	500	1,000	
022-000	Dept Oper Supplies(Chemicals)	43,261	38,746	24,626	8,096	35,000	6,091	25,000	35,000	
022-008	Treatment Plant Repairs	3,309	15,575	27,893	16,607	20,000	10,446	15,000	20,000	
022-012	Vehicle Fuel & Oil	8,739	6,723	4,209	4,678	5,000	3,106	5,300	5,000	
022-015	Vehicle Repairs & Maint.	11,729	5,760	6,896	3,872	19,000	14,355	24,600	19,000	
025-000	Small Tools & Equip	1,060	701	843	3,072	2,000	962	1,600	2,000	
031-000	Professional Services	36,143	107,507	42,786	45,746	38,000	20,713	25,000	38,000	
031-006	Waste Discharge Permit	55,157	54,957	68,167	74,185	77,000	63,209	108,400	77,000	
031-007	Monitoring	15,138	13,749	23,151	15,913	18,000	12,423	21,300	18,000	
031-009	Audit Services	12,500	13,843	14,000	7,000	10,000	10,000	17,100	10,000	
032-001	Utilities - SCE	90,521	81,716	121,711	148,072	90,000	3,841	6,600	90,000	
033-001	Communications / Alarm	10,349	9,824	10,864	10,343	8,500	5,334	9,100	8,500	
034-000	Insurance	15,871	25,731	25,000	18,823	20,000	25,000	42,900	20,000	
036-000	Repair & Maintenance Svcs				2,909					
036-001	Emergency Line Repair	10,592	4,855	54,769	51,514	45,000	21,376	40,000	45,000	
037-000	Other Services & Charges	20,439	19,502	26,070	10,364	25,000	2,243	3,800	25,000	
037-004	Dues & Subscriptions	884	1,227	400	99	750	75	100	750	

FY 17 NET BUDGETARY ACTIVITY - SPECIAL REVENUE FUNDS

FUND: ASSESSMENT FUNDS

Fund	Description	Actual FY 2012	Actual FY 2013	Actual FY 2014	Actual FY 2015	Council Approved FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017	Council Approves FY 2017
Revenues										
- Lighting & Landscape										
883	Sierra View	11,930	16,610	19,633	18,448	19,985	7,864	17,263	15,000	
884	Heritage Park	5,356	6,247	8,781	9,335	9,000	4,975	8,000	8,000	
885	Ingoldsby	2,223	2,589					-	-	
886	Samoa	2,454	3,083	3,456	4,652	3,400	1,835	3,411	3,000	
887	Sweet Brier	4,604	6,441	7,517	8,619	6,500	3,637	8,478	8,000	
888	Parkside	7,111	7,026	8,345	8,794	8,750	4,821	8,569	8,500	
889	Sierra Vista	86	(32)	(31)	5		452	-	-	
890	Maple Valley	102	577	141	848	1,100	6,429	500	500	
891	Pelous Ranch	8,520	18,131	11,592	16,133	10,000	408	13,594	10,000	
Total Revenues		42,385	60,672	59,434	66,834	58,735	30,421	59,815	53,000	-
Expenditures										
- Maintenance & Operations										
883-065-002	Sierra View	10,787	18,382	24,583	10,708	14,087	7,742	8,859	11,400	
884-065-002	Heritage Park	6,580	6,749	8,961	6,690	6,800	4,048	3,750	5,500	
885-065-002	Ingoldsby	3,811	3,685	2,111	710		169	2,691	2,500	
886-065-002	Samoa	5,566	4,090	6,684	3,346	4,000	3,515	6,875	3,240	
887-065-002	Sweet Brier Units	13,204	7,961	10,219	5,788	7,700	5,288	7,915	6,230	
888-065-002	Parkside	9,217	6,339	8,486	11,580	8,200	4,877	5,194	6,640	
889-065-002	Sierra Vista	12,947	352	936	1,223	1,000	869	2,287	800	
890-065-002	Maple Valley		687	2,480	1,764	2,000	1,334	8,523	1,620	
891-065-002	Pelous Ranch	5,672	12,435	20,145	12,584	14,948	6,172	33,130	12,100	
Total Expenditures		67,784	60,680	84,605	54,393	58,735	34,014	79,224	50,030	-
Net Budgetary Activity		(25,398)	(7)	(25,171)	12,441	-	(3,593)	(19,409)	2,970	-

FUND: 556 - CCPI FUND
DEPT: 4556 - CCPI

AC#	Description	Actual FY 2012	Actual FY 2013	Actual FY 2014	Actual FY 2015	Council Approved FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017	Council Approves FY 2017
Revenues										
- Land Application										

339-150	CCPI User Charges	60,840	30,028	11,245	45,918	3,906		35,290
348-070	CCPI Lease	21,600	21,600	21,600	21,600			25,000
348-130	CCPI User Charges				8,090			-
	Total Revenues	82,440	51,628	32,845	67,518	3,906	-	60,290
	Expenditures							
	- Maintenance & Operations							
010-001	Salaries	12,749	11,331	12,570	3,474	2,556	4,032	4,150
015-000	Benefits	6,312	6,480	8,334	2,134	2,095	3,295	3,390
022-000	Dept. Oper. Supplies	3,624	4,184	3,500	5,662	3,549	6,100	3,500
031-000	Professional Services		698	2,500	500			500
034-000	Insurance							
036-000	Repair & Maint Services	22,307		2,500	390	750		750
037-007	Permit Renewal	18,087	18,087	19,850				23,000
061-003	CCPI Lease Payment	21,600	21,600	21,600	21,600			25,000
	Total Expenditures	84,679	62,380	70,854	33,260	8,200	13,427	60,290
	Net Budgetary Activity	(2,239)	(10,752)	(38,009)	(3,570)	(4,294)	(13,427)	-

TOTALS - SPECIAL REVENUE FUNDS

	Actual FY 2012	Actual FY 2013	Actual FY 2014	Actual FY 2015	Council Approved FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017	Council Approves FY 2017
Total Revenues	124,825	112,300	92,279	96,524	126,253	34,327	59,815	113,290	-
Total Expenditures	152,462	123,060	155,459	87,653	126,253	42,214	92,651	110,320	-
Net Budgetary Activity	(27,637)	(10,759)	(63,180)	8,871	-	(7,887)	(32,836)	2,970	-

REVENUES

FUND: 101 - GENERAL FUND

AC#	Description	Actual Revenue FY 2012	Actual Revenue FY 2013	Actual Revenue FY 2014	Projected Revenue FY 2015	Posted Revenue thru 5/31/15	Actual FY 2015	Council Approves FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017
Property Taxes											
301-010	Current Secured	307,114	298,909	296,259	305,115	244,372	299,711	315,000	159,800	336,345	340,000
302-020	Current Unsecured	23,255	23,175	15,261	23,720	14,702	15,297	15,250	14,500	22,525	22,500
308-080	Misc. Other Prop Tax	3,274	59,557	56,296	40,000	36,115	42,257	57,000	15,500	26,912	30,000
	Total Property Tax	333,643	381,640	367,816	368,835	295,189	357,265	387,250	189,800	385,782	392,500
Other Taxes											
311-010	Sales Tax	523,892	645,027	545,294	541,000	498,411	686,467	541,000	200,130	700,000	900,000
312-020	Franchise Fees	284,832	91,660	99,028	93,000	108,993	111,365	110,000	2,117	100,684	125,000
301-011	ERAF S&U Tax	180,092	192,160	201,769	205,000	210,922	210,922	215,000	26,191	196,236	275,000
313-030	Property Transfer	4,808	-	1,470	1,500		1,352	1,500	0	0	0
315-050	Transient Occupancy Tx	60,952	39,662	31,715	40,225	35,287	56,941	42,250	0	42,773	43,000
351-020	Pub Safety 1/2 Cent Fund	31,326	42,883	45,666	38,500	37,021	48,750	45,000	24,424	42,156	43,000
335-061	Property Tax VLF	870,968	867,696	863,354	865,000	890,130	890,130	895,000	480,902	0	0
309-090	Utility Users Tax	819,390	759,348	763,173	830,000	574,166	684,539	760,000	382,128	756,613	850,000
	Total Other Taxes	2,776,261	2,638,435	2,551,468	2,614,225	2,354,929	2,690,466	2,609,750	1,115,892	1,838,462	2,236,000
Licenses & Permits											
324-040	Building Permits	40,107	72,347	78,559	75,000	74,404	70,971	80,000	51,968	65,496	100,000
316-060	Business Licenses	73,837	50,895	68,612	62,500	21,143	40,543	50,000	41,218	53,350	55,000
316-059	Business License Ap Review	2,265	2,589	4,680		2,380	2,740	2,590	1,170	3,069	3,000
323-030	Dog License	895	550	620	450	250	250	450	650	579	500
354-040	Other Fines&Forfeitures	11,450	26,203	816	5,000	9,200	756	2,500	2,861	4,341	4,000
316-062	Other Misc Services	13,715	2,458	19,266	5,000		0	10,000	0	0	0
	Total Licenses & Permits	142,269	155,042	172,553	147,950	107,377	115,260	145,540	97,867	126,835	162,500
Money & Property Use											
360-010	Interest	93	484	1,254	750	1,171	1,364	1,200	317	645	1,000
363-030	Rent-City Facilities Gen	65,364	12,959	11,104	15,000	8,555	5,155	10,000	1,750	13,021	13,000
363-035	Commercial Rents	14,150	15,370	9,900	15,500	6,425	6,650	23,700	1,900	13,730	14,000
347-050	Friday Night Market Use	25,000	26,100	44,848	44,678	25,683	37,328	35,000	11,593	44,763	45,000
	Total Money&Property Use	104,607	54,913	67,106	75,928	41,834	50,497	69,900	15,560	72,159	73,000
	Page Totals	3,356,780	3,230,030	3,158,944	3,206,938	2,799,329	3,213,488	3,212,440	1,419,119	2,423,238	

FUND: 101 - GENERAL FUND

REVENUE (CONT)

AC#	Description	Actual Revenue FY 2012	Actual Revenue FY 2013	Actual Revenue FY 2014	Projected Revenue FY 2015	Posted Revenue thru 5/31/15	Actual FY 2015	Council Approves FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017
Intergovernmental											
335-060	Motor Vehicle Lic Fee	12,232	-	5,251	-	15,552	5,184	-	5,115	5,217	0
335-088	INET Reimbursement	75,337	52,371	86,517	-	-	0	-	0	0	0
369-093	Homeland Security	11,002	3,192	-	-	-	22,241	-	0	0	0
337-120	Youth Services - LUSD	-	-	29,500	66,234	57,681	57,681	58,546	0	43,591	45,000
335-090	POST Reimbursement	3,134	19,425	1,694	3,500	-	0	1,800	525	0	0
330-104	DOJ Cops-in-School	70,478	8,934	8,934	-	-	0	-	0	0	0
351-030	COPS SLESF	100,000	100,206	84,096	100,000	81,772	111,701	100,000	61,012	115,000	115,000
330-105	VET Police Officer Grant	-	16,688	32,532	66,887	50,298	15,744	-	88,409	90,000	90,000
369-304	AB109 PS Mitigation Grant	-	42,798	42,798	25,000	26,087	26,087	28,500	12,983	25,000	25,000
Total Intergovernmental		272,183	191,882	291,321	261,621	231,390	238,638	188,846	168,044	278,808	
Other Revenues											
345-060	Sale of Real Property	-	-	75,976	20,000	7,946	7,946	-	125,687	0	0
365-050	Sale of Surplus Prop	19,238	10,080	6,450	10,000	15,785	16,285	5,000	0	4,500	4,500
341-010	Zoning & Planning Fees	29,873	53,512	33,249	35,000	19,281	1,100	35,000	30	0	0
369-400	Refunds & Rebates	117,745	170,289	37,990	55,000	41,599	38,723	35,000	19,925	38,357	40,000
342-040	Weed Abatement	395	2,270	4,103	12,150	2,521	2,521	4,500	406	500	500
Total Other Revenues		167,251	236,151	157,768	132,150	87,132	66,575	79,500	146,048	43,357	45,000
Other Sources & Uses Financing											
390-100	Transfers In - SIP	81,382	1,999	70,949	219,628	-	293,194	312,450	0	0	0
490-000	Use of Fund Balance	-	-	-	333,707	-	0	-	0	0	0
Total Other Sources & Uses		81,382	1,999	70,949	553,335	-	293,194	312,450	0	0	0
Restricted General Fund											
351-010	Public Safety Fines/Revenue	30,360	28,442	21,395	20,000	9,858	18,610	20,000	10,063	15,825	16,000
369-091	Vehicle Sign Off	14,955	12,100	10,481	12,500	5,338	0	12,500	0	0	0
342-010	Other Police Services	14,202	10,622	9,981	12,150	12,961	3	10,500	0	0	0
354-060	Vehicle Abatement	3,406	7,459	3,402	4,500	18,611	18,611	10,000	1,280	4,756	5,000
360-030	Asset Seizure Revenue	20	1,538	31,225	-	-	0	-	1,750	1,750	2,000
369-300	Grants	-	75,496	100,798	60,000	-	0	-	0	120,000	120,000
Total Restricted Gen Fund		62,943	135,657	177,282	109,150	46,769	37,224	53,000	13,093	142,331	143,000

*State Park Renovation for FY14 / San Joaquin Air Quality Control Grant FY15

Page Totals	#REF!	583,758	565,689	697,320	1,056,256	635,631	633,796	327,185	464,496	#VALUE!
Previous Page Totals	#REF!	3,356,780	3,230,030	3,158,944	3,206,938	3,213,488	3,212,440	1,419,119	2,423,238	

REVENUES

FUND: 200 ISF FUND

DEPT: CITY SERVICES - STREETS CAPITAL IMPROVEMENT

AC#	Description	Actual Revenue FY 2012	Actual Revenue FY 2013	Actual Revenue FY 2014	Projected Revenue FY 2015	Posted Revenue thru 5/31/15	Actual FY 2015	Council Approves FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017
312-030	Utility Fees 23.6%	882,091	1,071,469	1,048,876	1,046,492	895,672	977,489	1,071,450	577,870	906,102	925,000
360-010	Interest Earnings						536			0	0
	Total SIP FUND	882,091	1,071,469	1,048,876	1,046,492	895,672	978,025	1,071,450	577,870	906,102	925,000

REVENUES

FUND: 471 - SPECIAL REVENUE FUND

DEPT: CITY SERVICES - PARKS CAPITAL IMPROVEMENT - REVENUE FROM DEVELOPMENT FEES

AC#	Description	Actual Revenue FY 2012	Actual Revenue FY 2013	Actual Revenue FY 2014	Projected Revenue FY 2015	Posted Revenue thru 5/31/15	Actual FY 2015	Council Approves FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017
324-040	Building Permit Fees	9,650	22,337	14,300	25,000	18,200	22,750	23,000	5,200	17,259	18,000
	Total Park Imp FUND	9,650	22,337	14,300	25,000	18,200	22,750	23,000	5,200	17,259	18,000

Total Other S&U	#REF!	891,741	1,093,806	1,063,176	1,071,492	1,000,775	1,094,450	583,070	923,361	943,000
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FUND: 261- SPECIAL REVENUE FUND
DEPT: GAS TAX

REVENUES

AC#	Description	Actual Revenue FY 2012	Actual Revenue FY 2013	Actual Revenue FY 2014	Projected Revenue FY 2015	Posted Revenue thru 5/31/15	Actual FY 2015	Council Approves FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017
335-155	2105 Construction	55,261	53,912	81,312	60,000	61,280	74,986	81,350	35,549	68,660	70,000
335-156	2106 Construction	39,150	40,376	39,949	40,000	39,117	46,509	40,000	21,518	41,496	45,000
335-157	2107 Maintenance	81,603	85,503	86,505	80,000	77,114	96,563	86,550	44,893	87,544	90,000
335-158	2107.5 Engineering & Administration	3,000	3,000	3,000	3,000	3,000	6,000	3,000	3,000	3,000	3,000
335-162	Traffic Congestion Relief - HUT 2103	160,141	106,639	163,742	125,650	111,485	133,851	163,450	38,099	103,960	105,000
369-400	Other Revenue/Rebates		536								
360-010	Interest Earnings			115	350	239	0	350	0	0	0
SUBTOTAL GAS TAX		339,155	289,967	374,623	309,000	292,235	357,909	374,700	143,059	304,660	313,000

*increase in gas tax revenue as gas prices expected to rise in FY16 and based on FY14 Rev plus YTD FY15 receipts

FUND: 263 - SPECIAL REVENUE FUND
DEPT: TRANSPORTATION

AC#	Description	Actual Revenue FY 2012	Actual Revenue FY 2013	Actual Revenue FY 2014	Projected Revenue FY 2015	Posted Revenue thru 5/31/15	Actual FY 2015	Council Approves FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017
335-159	Local Transportation Fund (LTF)	171,960	254,774	536,216	245,000	375,344	476,357	245,000	0	323,200	325,000
305-020	Measure "R" Local		220,484	191,114	156,146	165,032	181,780	178,000	103,548	98,231	100,000
369-400	Other Revenue/Rebates	1,509				25,013	0	-	0	0	0
341-080	Bus Token/Service Fees				2,250	371	371	250	0	0	0
360-010	Interest Earnings				400,000		0	400,000	385,891	400,000	400,000
305-023	Measure "R" Special Projects										
SUBTOTAL TRANSPORTATION		173,469	475,258	727,330	803,396	565,761	658,508	823,250	489,439	821,431	825,000

*FY14 included increment from PY not received until after the accrual period - \$245K is normal for this funding source

*Carryforward of Regional Projects from FY14 for Sequoia Pedestrian Pathway Project -

FUND: 264 SPECIAL REVENUE FUND
DEPT: TRANSIT

AC#	Description	Actual Revenue FY 2012	Actual Revenue FY 2013	Actual Revenue FY 2014	Projected Revenue FY 2015	Posted Revenue thru 5/31/15	Actual FY 2015	Council Approves FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017
335-161	County Transwest Fuel Reimbursement	6,383	1,856				0			0	0
335-166	PTMSIE Deferred Revenue	50,304	-				0			0	0
341-080	Bus Token/Service Fees	699		821	700	266	266	750	78	100	0
360-010	Interest Earnings	104	568				0	-		0	0

SUBTOTAL TRANSIT	57,490	2,424	821	700	266	266	750	78	100	0
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The City of Lindsay contracts with the County of Tulare to provide local transit services via a transfer of state allocated transit funds directly to County per a formal Transit Agreement.

FUND: 265 - SPECIAL REVENUE FUND

DEPT: SURFACE TRANSPORTATION PROGRAM

AC#	Description	Actual Revenue FY 2012	Actual Revenue FY 2013	Actual Revenue FY 2014	Projected Revenue FY 2015	Posted Revenue thru 5/31/15	Actual FY 2015	Council Approves FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017
335-160	STP Exchange	104,688	108,360	119,448	110,000	119,163	119,123	120,000	127,018	112,905	115,000
335-160	Interest Earnings						40		0	0	0
SUBTOTAL TRANSPORTATION		104,688	108,360	119,448	110,000	119,163	119,163	120,000	127,018	112,905	115,000

COMBINED TOTAL RESTRICTED FUNDS	#REF!	674,802	876,009	1,222,222	1,223,096	1,135,846	1,318,700	759,594	1,239,096	1,253,000
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REVENUES

FUND: 300 - ENTERPRISE FUND

DEPT: MCDERMONT FIELD HOUSE (Includes LUSD, After-School, & Recreation)

AC#	Description	Actual Revenue FY 2012	Actual Revenue FY 2013	Actual Revenue FY 2014	Projected Revenue FY 2015	Posted Revenue thru 5/31/15	Actual FY 2015	Council Approves FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017
McDermont Field House/Recreation											
300-003	Other	19,868	17,572	2,707	20,000	3,910	55	10,000	17,010	2,500	2,500
300-006	Special Use	272,021	219,505	321,849	260,000	192,403	296,639	245,000	93,551	271,429	280,000
300-010	Vending	15,648	14,065	10,620	10,000	3,937	6,877	12,500	7,388	13,444	14,000
300-010	Concessions	180,142	177,431	232,325	240,000	139,058	177,636	225,000	105,887	122,947	125,000
300-103	HS ASSETS / LTAC Program	212,500	187,500	212,500	110,000	59,921	59,921	95,000	95,000	77,461	95,000
300-104	Special Events	39,395	49,307	48,116	50,000	28,066	30,131	50,000	52,284	43,846	45,000
300-105	LUSD Recreation Contribution	28,500	22,500	25,680	25,000	23,000	0	25,000	0	0	0
300-105	LUSD K-8 After School Use	-	-	25,680	23,000	23,000	0	27,000	0	0	0
300-105	LUSD Summer Program	-	-	25,680	23,000	23,000	0	24,000	0	0	0
300-398	Sponsorships	4,815	13,150	15,300	17,750	9,750	10,400	17,750	6,050	10,000	10,000
305-003	Youth Sports	22,612	20,040	19,552	22,500	14,742	14,962	20,000	935	1,800	2,000
305-005	Sports Camps & Leagues	128,744	131,062	76,796	130,000	94,305	102,573	90,000	91,526	114,527	115,000
305-006	Adult Sports	39,126	28,798	54,240	48,000	61,568	70,989	55,000	48,042	59,377	60,000
305-008	Admissions	460,295	359,126	328,073	405,000	256,783	301,449	405,000	185,868	329,549	330,000
305-011	Other Revenues						4,488		2,345	2,500	2,500
305-012	Birthday Parties	129,656	127,477	82,470	130,000	81,006	92,371	100,000	50,526	87,420	90,000
305-027	Fitness Center/Member	651,401	556,770	558,680	620,000	504,270	564,579	555,000	277,655	570,478	575,000
310-004	K-12 Let's Move Program			20,345	50,000	7,344	21,240	50,000	8,304	15,000	15,000
333-360	LUSD Sports/Patriots Program	30,000	30,000	34,840	34,000	34,840	34,840	34,000	34,840	34,840	0
345-050	Retail Space Lease				5,000		0	5,000	0	0	0
347-010	Recycling	2,542	3,092	3,009	4,225	1,427	1,724	4,225	1,121	2,000	2,000
	City Facility Share - Recreation Use										100,000
347-040	Camp McDermont				100	40	23,000		325	325	0
347-042	Tanning Beds	48	129	95	100	40	40	100		0	0
369-400	Rebates/Refunds/Reimbursements						2,526		14,472	0	0
Totals			2,237,311	1,957,523	2,072,874	2,204,575	1,816,440	2,049,575	1,093,129	1,759,443	1,863,000

*HS ASSETS is Reduced for Program Year 16 to \$95K funded by LUSD

*Drought conditions are negatively impacting discretionary spending which will result in a decrease to entertainment revenues

300-017	Other Financing Sources-REV										
	HRPP Grant Rec'd	171,050				104,404	104,404		42,850	0	0
	Deferred REV in FY12 Carry Forward to FY13	(171,050)									
	Operating Transfers-In (GF)	8,910	109,108		287,908			252,905			0
Total Other Financing Sources		8,910	109,108	104,404	287,908	104,404	104,404	252,905	42,850	0	0

FUND: 400 - ENTERPRISE FUND

DEPT: 4400 - WELLNESS CENTER/AQUATIC CENTER

REVENUE

AC#	Description	Actual Revenue FY 2012	Actual Revenue FY 2013	Actual Revenue FY 2014	Projected Revenue FY 2015	Posted Revenue thru 5/31/15	Actual FY 2015	Council Approves FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017	Council Approves FY 2017
Wellness Center												
340-400	Lindsay District Hospital	233,721	233,721	233,721	256,423	256,423	256,423	233,721	0	239,397	240,000	
305-009	Concessions	6,129	6,921	6,105	7,500	10,440	12,253	12,500	8,035	9,179	10,000	
305-011	LUSD Contribution Pool	102,532		23,866	45,000	30,292	30,292	30,000	0	25,000	25,000	
305-027	Membership Fees	7,691	26,525	26,018	32,000	22,214	25,500	25,500	45,995	46,000	46,000	
310-001	Entry Fees - Pool or WC	20,333	15,855	14,291	17,500	8,720	13,003	17,500	8,690	11,715	12,000	
310-002	Facility Use/Event Rental	3,610	1,452	20,133	30,000	14,438	20,403	30,000	18,257	20,500	20,500	
310-003	Swim Lessons	4,436	3,880	3,440	4,500	1,435	3,475	4,500	510	3,808	4,000	
310-004	Program Fees/Class Fees		210	1,365	850	2,790	2,890	4,000	605	1,500	1,500	
340-000	LUSH Pool Contribution								25,534	0	0	
340-401	LDHB Ad'l Reimbursement	92,440		167	0	613	613	0	0	0	0	
345-050	Space Lease Fees	24,637	67,041	50,379	62,500	55,337	55,387	65,000	35,519	52,883	55,000	
347-010	Recycling Revenue		90	149	13,500	52	610	250	15	500	500	
360-010	Interest Earnings	1,058		1,307		3,243	4,222	500	0	0	0	
360-110	Earned Bank Interest			0	5,028	4,051	4,051	4,000	292	0	0	
369-090	Other Department Revenue	374							1,283	0	0	
369-400	Refunds/Rebates/ Reimbursements								800	0	0	
Revenue SubTotal		496,960	355,696	380,940	474,801	410,047	429,122	427,471	145,535	410,482	414,500	

Operating Transfers-In												
390-200	McDermont Members Pool				6,000		0	6,000			0	
390-200	Transfer from Gen Fund		34,259	38,730			0	60,000			0	
Transfers-In Subtotal		-	34,259	38,730	6,000	0	0	66,000	0	0	0	

Other Sources & Uses Rev												
348-075	Loan Proceeds-USDA			53,653			0				0	
369-105	RCAC Grant	343,553					0				0	
Loans & Grants		343,553	-	53,653			0	0	0	0	0	
Combined REV		840,513	389,955	473,323	480,801	410,047	429,122	493,471	145,535	410,482	414,500	

FUND: 552 - ENTERPRISE FUND
DEPT: 4552 - WATER

REVENUES

AC#	Description	Actual Revenue FY 2012	Actual Revenue FY 2013	Actual Revenue FY 2014	Projected Revenue FY 2015	Posted Revenue thru 5/31/15	Actual FY 2015	Council Approves FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017
348-010	User Charges	1,636,810	1,754,681	1,436,828	1,270,043	1,170,580	1,284,366	1,287,500	691,246	1,131,904	1,200,000
348-011	Page Moore & O/S City Limits	100,711	90,581	83,860	85,000	80,614	88,295	84,000	49,889	87,579	90,000
348-020	Connection Fees	19,040	17,229	18,178	15,750	9,141	11,022	15,750	4,533	3,866	4,000
348-021	New Utility Act Set Up Fees	2,960	2,785	2,634	2,500	2,944	3,234	2,775	1,570	2,500	2,500
348-030	Sale Surplus Water	16,071	154,507	90,005			0		0	0	0
348-040	Other Water Revenues	40,006	76,383	242	15,000	69,763	31,179	20,000	8,431	0	0
348-080	Misc. Receipts & Interest				250	23	23	250	0	0	0
360-010	Interest Earnings								1	0	0
360-110	Earned Bank Interest								9	0	0
369-300	Underground Gas Tank Removal				25,000	68,367	0	-	0	0	0
369-300	Emergency Drought Funding SWRCB						0	16,500	0	0	0
369-115	AB303 Clean Drinking Water Act		31,636	3,155			0	3,200		0	0
369-400	Rebates/Refunds/Reimbursements						71,585		4,044	0	0
Total WATER FUND		1,815,599	2,127,802	1,656,525	1,413,543	1,401,432	1,489,704	1,429,975	759,723	1,225,849	1,296,500

490-000 Use of Reserved Fund Balance for Water to purchase electronic read system

28,500

FUND: 553 - ENTERPRISE FUND
DEPT: 4553 - SEWER

AC#	Description	Actual Revenue FY 2012	Actual Revenue FY 2013	Actual Revenue FY 2014	Projected Revenue FY 2015	Posted Revenue thru 5/31/15	Actual FY 2015	Council Approves FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017
348-060	Connection Fees	11,140	22,825	6,310	6,500	7,250	9,000	6,500	2,430	5,000	5,000
348-050	User Charges	1,443,539	1,414,703	1,090,286	1,092,000	954,143	1,067,140	1,340,678	678,435	1,043,994	1,100,000
324-040	Building Permit Fees for Sewer	3,790	11,250	13,990	10,000	20,300	25,200	11,500	5,730	10,000	10,000
369-090	Misc. Receipts	5,198	32,937	26,544			0	10,000		0	0
360-110	Earned Bank Interest								22	0	0
490-030	Fund Balance				70,039					0	0
SubTotal Domestic Sewer		1,463,667	1,481,715	1,137,130	1,137,130	1,178,539	1,101,340	1,368,678	686,617	1,058,994	1,115,000

*Residential Sewer rates were reduced by \$6.86 per account & Laundromat/Car Wash rates by 1.04/100 CF - July 2011*Residential increased 6.86 July 1, 2015

*Street Improvement Funds formerly collected and then expensed to this fund are now billed and received directly to the SIP Fund

FUND: 841 CURB& GUTTER

324-040	Building Permits								820		0
343-010	Street & Sidewalk Repair	2,005	4,400	5,133	6,500	7,322	7,842	7,800	4,582	6,000	6,000
SubTotal Curb&Gutter		2,005	4,400	5,133	6,500	7,322	7,842	7,800	5,402	6,000	6,000

*Increase in Curb & Gutter Revenue due to addition of 12 new loans to citizens for Sidewalk Repair Program added in FY15

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FUND: 856 STORM DRAIN SYSTEM

324-040 Building Permit Fees	6,602	14,360	15,123	13,000	19,409	23,259	21,000	4,000	10,000	10,000
369-400 FEMA Reimbursement	-	-	-	-	-	0	-	-	-	0
SubTotal Storm Drain Sys	6,602	14,360		13,000	19,409	23,259	21,000	4,000	10,000	10,000

Total SEWER FUND	#REF!	1,472,274	1,500,474	1,142,263	1,198,039	2,622,145	1,397,478	696,019	1,074,994	1,131,000
<i>*#490-000 Use of Reserved Fund Balance from Storm Drain for CIP Project</i>										
66,500										

FUND: 554 - ENTERPRISE FUND
DEPT: 4554 - REFUSE

AC#	Description	Actual Revenue FY 2012	Actual Revenue FY 2013	Actual Revenue FY 2014	Projected Revenue FY 2015	Posted Revenue thru 5/31/15	Actual FY 2015	Council Approves FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017
348-100	User Charges	1,199,166	1,042,065	878,417	877,347	773,090	854,746	922,338	511,534	831,075	850,000
348-110	Special Pickups		97,150	2,200	1,500	947	1,318	1,500	21	500	500
341-080	Penalty & Misc Services		22,071		10,000		0	15,000	0	0	0
390-100	Transfer In - SIP Fund			336,888	66,685		75,238	50,000	0	0	0
369-400	Rebates/Refunds/Reimbursements								5,000	0	0
490-030	Fund Balance						0			0	0
Total REFUSE FUND		1,199,166	1,161,286	1,217,505	955,532	774,037	931,302	988,838	516,555	831,575	850,500

**Refuse rates were reduced for all users by 5% in July 1, 2011 and restored to those rates July 1, 2015 (5% increase over PY)*

**Street Improvement Funds formerly collected and then expensed to this fund are now billed and receipted directly to the SIP Fund*

Total Utility Funds	#REF!	4,487,039	4,789,562	4,016,293	3,567,114	3,553,447	3,816,291	1,899,191	3,132,418	4,399,000
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FUND: SPECIAL REVENUE FUND
 DEPT: ASSESSMENT DISTRICTS and LAND APPLICATION

REVENUES

AC#	Description	Actual Revenue FY 2012	Actual Revenue FY 2013	Actual Revenue FY 2014	Projected Revenue FY 2015	Posted Revenue thru 5/31/15	Actual FY 2015	Council Approves FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017	Council Approves FY 2017
Lighting & Landscape												
883	Sierra View	11,930	16,610	19,633	19,985	18,245	18,448	19,985	7,864	17,263	18,000	
884	Heritage Park	5,356	6,247	8,781	6,600	8,759	9,335	9,000	4,975	8,000	8,000	
885	Ingoldsby	2,223	2,589	0	4,000	0	0	0	0	0	0	
886	Samoa	2,454	3,083	3,456	3,400	2,886	4,652	3,400	1,835	3,411	3,500	
887	Sweet Briar	4,604	6,441	7,517	6,500	6,411	8,619	6,500	3,637	8,478	8,500	
888	Parkside	7,111	7,026	8,345	7,300	8,574	8,794	8,750	4,821	8,569	8,600	
889	Sierra Vista	86	(32)	-31	200	-59	5	0	452	0	0	
890	Maple Valley	102	577	141	0	520	848	1,100	6,429	500	500	
891	Pelous Ranch	8,520	18,131	11,592	18,125	9,427	16,133	10,000	408	13,594	14,000	
Total Assessment Districts		42,385	60,672	59,434	66,110	54,762	66,834	58,735	30,421	59,815	61,100	

AC#	Description	Actual Revenue FY 2012	Actual Revenue FY 2013	Actual Revenue FY 2014	Projected Revenue FY 2015	Posted Revenue thru 5/31/15	Actual FY 2015	Council Approves FY 2016	Posted thru 1/31/16	Projected FY 2016	Requested FY 2017	Council Approves FY 2017
Land Application 556												
339-150	CCPI User Charges	60,840	30,028	11,245	52,565	5,330	0	45,918	3,906	0	0	
348-070	CCPI Lease	21,600	21,600	21,600	21,600	0	21,600	21,600	0	21,600	21,600	
348-130	CCPI User Charges						8090		0	0	0	
Total Land Application		82,440	51,628	32,845	74,165	5,330	29,690	67,518	3,906	21,600	21,600	

*Since the completion of the Land Application expansion project, staff time for monitoring and maintaining this site has been reduced

Subtotal Spec REV Funds							96,524	126,253	34,327	81,415	82,700	
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*All revenue received in these funds are applied directly to cost of service

FY 15 EXPENDITURE SUMMARY

Description	Actual Expense FY 2012	Actual Expense FY 2013	Actual Expense FY 2014	Actual Expense FY 2015	Council Approved FY 2016	Expense Thru 2/10/2016	Projected FY 2016	Requested FY 2017
General Fund								
City Council	19,806	17,487	15,493	18,523	17,807	3,515	11,807	17,807
City Manager	124,697	127,797	74,171	122,726	93,046	53,217	84,400	85,995
Finance/City Clerk	145,397	292,042	304,467	304,984	185,327	155,827	248,750	298,115
City Attorney	165,310	50,967	60,587	75,526	80,000	18,950	32,500	80,000
Planning & Economic Development	290,097	133,212	178,117	153,620	150,570	88,614	130,257	141,307
Non-Departmental	520,878	413,280	149,805	222,470	249,850	372,528	412,350	231,300
Public Safety	2,574,756	2,464,202	2,718,549	2,535,890	2,381,097	219,395	2,163,400	2,380,617
City Services	450,431	360,379	378,689	465,956	401,050	226,364	359,300	390,470
Streets	252,501	432,843	106,894	120,105	158,884	58,743	117,744	108,514
Parks	196,674	233,641	237,538	201,155	268,163	147,956	202,100	214,520
Recreation							496,940	504,720
Sub-Total, General Fund	4,740,547	4,525,850	4,224,310	4,220,955	3,985,794	1,345,109	4,259,548	4,453,365
Use of Fund Balance								
Street Improvement Fund								
Transfer to CIP - Streets Projects		297,979	336,888	790,421	850,000		850,000	850,000
Transfer to Refuse Fund								
Transfer to General Fund City Svcs			179,436	318,693	80,000		80,000	80,000
Transfer to GF - Streets Maintenance			73,566		158,884		158,884	158,884
Transfer to Debt Service Fund					73,566		73,566	73,566
Sub-Total, Internal Svc Funds	-	-	887,869	1,109,114	1,162,450	-	1,162,450	1,162,450
Gas Tax & Transportation								
Operations	244,313	257,087	353,118	317,644	360,777	164,007	267,200	298,530
Capital Improvement Projects								
Debt Service	122,754	122,558	122,353	258,620	122,750	100,250	123,406	123,240
Transfers Out			565,376		835,173		835,173	835,173
Sub-Total, Restricted Funds	367,067	379,645	1,040,847	576,264	1,318,700	264,257	1,225,779	1,256,943
Enterprise Funds								
McDermont Field House	2,896,935	2,790,732	2,598,746	2,746,556	2,302,480	1,488,531	2,306,225	2,410,539
Wellness/Aquatic Center	1,173,262	502,820	565,558	626,205	493,471	363,018	548,494	530,028
Water	1,548,332	1,718,374	1,299,045	1,321,043	1,429,975	660,918	1,044,478	1,268,076
Sewer	992,221	1,064,387	1,126,888	1,137,791	1,397,478	760,801	997,793	1,066,273
Refuse	1,005,624	970,885	822,713	974,119	941,947	376,063	733,884	924,016
Sub-Total, Enterprise Funds	7,616,374	7,047,198	6,412,950	6,805,714	6,565,351	3,649,331	5,630,874	6,198,932

Special Revenue Funds													
Assessment Districts	67,784	60,680	84,606	54,393	58,735	34,014	79,224	47,530					
Land Application	84,679	62,380	70,854	33,260	67,518	8,200	13,427	56,890					
Sub-Total, Special Revenue	152,463	123,060	155,460	87,653	126,253	42,214	92,651	104,420					
Combined Totals	12,876,451	12,075,753	12,721,436	12,799,700	13,158,548	5,300,911	12,371,302	13,176,110					

EXPENSE

FUND: 101 - GEN FUND
DEPT: 4010 - CITY COUNCIL

AC#	Description	Actual Expense FY 2012	Actual Expense FY 2013	Actual Expense FY 2014	Actual Expense FY 2015	Council Approved FY 2016	Expense Thru 2/10/2016	Projected FY 2016	Requested FY 2017	Council Approves FY 2017
024-000	Spec. Dept'l Supplies	5,313	2,211	1,811	1,870	3,000	110	200	3,000	
037-002	Public Outreach				3,111	3,000	500	900	3,000	
037-005	JPA Dues-LCC	5,507	5,507	5,507	5,507	5,507	100	5,507	5,507	
037-012	Stipend	3,025	3,300	3,300	4,788	3,300	1,670	3,300	3,300	
038-002	Education & Travel	5,961	6,469	4,874	3,247	3,000	1,135	1,900	3,000	
Total Operational Expenses		19,806	17,487	15,493	18,523	17,807	3,515	11,807	17,807	-

FUND: 101 - GEN FUND
DEPT: 4040-CITY MGR

AC#	Description	Actual Expense FY 2012	Actual Expense FY 2013	Actual Expense FY 2014	Actual Expense FY 2015	Council Approved FY 2016	Expense Thru 2/10/2016	Projected FY 2016	Requested FY 2017	Council Approves FY 2017
010-001	Salaries	82,577	83,209	46,200	79,590	45,854	31,524	49,500	50,910	
015-000	Benefits	36,843	41,613	25,516	41,197	37,927	15,937	25,100	25,820	
021-000	Office Supplies	1,165	234	682	384	200	72	100	200	
022-012	Vehicle Fuel & Oil					1,000		-	1,000	
024-002	City Clerk Expense					6,340	4,251	7,300	6,340	
033-001	Communications	2,521	1,520	1,320	1,218	250	825	1,400	250	
036-008	Office Equip - Maint	810			162	1,200	261	400	1,200	
037-004	Dues, Subscriptions	690	421	175	175	175	295	500	175	
038-002	Education & Travel	91	800	278		100	52	100	100	
Total Operational Expenses		124,697	127,797	74,171	122,726	93,046	53,217	84,400	85,995	-

*City Clerk Expenses (Printing/Codification/etc) and Salary & Part of HR Salaries & Expense moved to City Manager Department for FY16
*Office Equipment includes computer replacement for Deputy City Clerk/Executive Assistant to the City Manager

FUND: 101 - GEN FUND
DEPT: 4050-FINANCE/CITY CLERK

AC#	Description	Actual Expense FY 2012	Actual Expense FY 2013	Actual Expense FY 2014	Actual Expense FY 2015	Council Approved FY 2016	Expense Thru 2/10/2016	Projected FY 2016	Requested FY 2017	Council Approves FY 2017
010-001	Salaries	37,668	48,895	126,511	142,091	51,921	79,250	124,650	128,200	
015-000	Benefits	19,578	27,008	67,979	69,421	36,621	45,665	71,100	73,130	
021-000	Office Supplies	7,725	3,682	3,750	1,337	1,785	2,234	3,800	1,785	
024-000	Special Dept. Supplies	1,077	836	1,810	180	200	97	200	200	

031-000	Professional Services	7,500	520	11,931	39,951	35,000	15,128	25,900	35,000
031-009	Annual Audit	51,553	170,000	57,000	29,720	30,000	3,300	5,700	30,000
033-001	Communications	6,657	9,078	8,107	1,324	2,500	825	1,400	2,500
035-000	Adv, Print'g & Bind'g	2,277	365	148	532	200	-	-	200
036-008	Office Equip.- Maint	3,800	6,649	4,506	3,767	6,500	1,274	2,200	6,500
037-000	Other Services & Charges	6,214	22,668	21,541	11,775	19,500	7,944	13,600	19,500
037-004	Dues, Subscriptions	639	1,360	1,074	240	500	110	200	500
037-007	Permit Renewal				4,243				
037-008	Training & Seminars	233	731		403	500			500
038-002	Meetings & Travel	475	248	110		100			100
Total Operational Expenses		145,397	292,042	304,467	304,984	185,327	155,827	248,750	298,115

*Work Comp is now charged as a percentage of payroll each pay period as opposed to previously charged to non-departmental
 *City Clerk salary accounted for in City Manager budget; AC3 top step changed to AC1 first step; Administrative Supervisor added; salary study of 4/27 - 5/01 2015 indicated reallocation to other funds based on actual time worked/Mng Analyst not funded/inc. Pro Srvs
 *Office Equipment includes new computer and backup drive for Finance Director as current model is over 10 years old , requires a lot lot of attention from IT and is at-risk for loss of data.

FUND: 101 - GEN FUND
DEPT: 4060-CITY ATTORNEY

AC#	Description	Actual Expense FY 2012	Actual Expense FY 2013	Actual Expense FY 2014	Actual Expense FY 2015	Council Approved FY 2016	Expense Thru 2/10/2016	Projected FY 2016	Requested FY 2017
031-000	Professional Services	165,310	50,967	60,587	75,526	80,000	18,950	32,500	80,000
Total Operational Expenses		165,310	50,967	60,587	75,526	80,000	18,950	32,500	80,000

FUND: 101 - GEN FUND
DEPT: 4070-PLANNING & ECONOMIC DEVELOPMENT

AC#	Description	Actual Expense FY 2012	Actual Expense FY 2013	Actual Expense FY 2014	Actual Expense FY 2015	Council Approved FY 2016	Expense Thru 2/10/2016	Projected FY 2016	Requested FY 2017
010-001	Salaries	172,685	57,208	95,511	89,516	87,853	47,357	73,800	75,900
015-000	Benefits	75,888	14,334	31,069	37,903	35,500	22,560	34,800	35,790
021-000	Office Supplies	166	376	589	239	200			200
031-000	Professional Services	18,040	33,608	5,366	8,753	8,500	2,679	4,600	8,500
033-001	Communications	1,116	615			250			250
035-000	Adv, Print'g & Bind'g	708	1,674	4,353	4,447	1,000	723	1,200	1,000
036-008	Office Equip.- Maint	80	2,595	3,073	2,603	2,500	357	600	2,500
037-000	Other Services&Chrg		273	130	143	200	381	700	200
037-004	Dues & Subscriptions	15	508	265		250			250
037-005	LAFCO Dues	2,672	4,854	4,500	4,707	4,707	4,804	4,804	4,707
037-006	TCAG Dues		2,319	2,201		2,860	5,253	5,253	5,260
037-013	TCEDC Dues	9,100	9,100	4,625	5,144	4,500	4,500	4,500	4,500
038-002	Meetings & Travel	457	475	1,005	165	250			250
071-000	CDBG Portfolio Mng	2,986	4,980	358					
072-000	HOME Portfolio Mng	2,884	293						
074-000	Business&Economic Dev	3,300		72		2,000			2,000
095-000	Annex Poosevelt School			25,000					
Total Operational Expenses		290,097	133,212	178,117	153,620	150,570	88,614	130,257	141,307

*City Clerk salary, advertising, and other CC expense moved to City Manager budget

FUND: 101 - GEN FUND
DEPT: 4090-NON-DEPARTMENTAL

Actual Expense	Actual Expense	Council Approved	Expense Thru	Projected	Requested

AC#	Description	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	2/10/2016	FY 2016	FY 2017
015-000	Benefits						1,527		
015-007	Unemployment Expense		58,010	42,999	30,883	37,250	19,374	32,600	32,600
015-010	OPEB Expense	28,550	34,874	41,985	873	22,500	5,814	8,600	8,600
031-000	Professional Services	16,433	20,105	12,080	22,611	21,000	10,619	18,200	21,000
031-009	Audit Services		34,121						
034-000	Insurance	80,341	81,310	26,366	142,775	145,000	220,323	220,350	145,000
037-000	Services & Charges	26,633	13,400	17,086	17,752	16,500	21,349	36,600	16,500
037-001	Lawsuit Settlement Payments	320,000	163,000				90,000	90,000	
037-004	Dues & Subscriptions	14,128	1,149	1,826	274				
050-000	County Admn Fee-Prp Tax	34,794	7,312	7,463	7,302	7,600	3,522	6,000	7,600
	Total Operational Expenses	520,878	413,280	149,805	222,470	249,850	372,528	412,350	231,300

**Work Comp insurance previously recorded in Non-Departmental is now charged per pay period according to the Fund/Dept allocation of the employee; Audit services are allocated to each Fund/Department Insurance carrier performed Certified Appraisal on all city property - resulting in an increase in Property Insurance/ Liability rates are expected to increase by 3%*

2016-17 requested salary and benefit increases use a weighted increase of 2.85% over the 2015-16 cost projections.

FUND: 101 - GEN FUND
 DEPT: 4110-PUBLIC SAFETY

AC#	Description	Actual Expense FY 2012	Actual Expense FY 2013	Actual Expense FY 2014	Actual Expense FY 2015	Council Approved FY 2016	Expense Thru 2/10/2016	Projected FY 2016	Requested FY 2017
010-001	Salaries - Regular F/T	1,169,539	1,109,406	1,240,617	1,207,695	1,047,000	802,854	1,027,600	1,056,890
010-002	Salaries - Part Time	149,620	94,685	30,202	50,415	25,000	28,646	31,600	32,500
010-003	Overtime	35,794	68,209	70,989	70,217	67,500	52,791	63,900	65,720
015-000	Benefits	764,680	743,276	830,238	802,969	705,300	19,142	684,500	704,010
021-000	Office Supplies	3,694	4,127	3,942	4,975	4,500	1,151	2,000	4,500
022-000	Depart'l Operating Supp.	6,963	8,759	10,625	8,405	8,700	2,207	5,000	8,700
022-012	Vehicle Fuel & Oil	68,660	53,277	56,496	36,180	45,000	27,700	47,500	45,000
022-015	Vehicle Repair & Maint	43,539	32,970	53,998	44,188	40,000	23,924	41,000	40,000
023-000	Repair & Maint Supplies	1,544	4,187	3,275	4,537	3,800	1,026	2,000	3,800
024-000	Special Dept'l Supplies	4,596	7,096	9,004	4,319	7,200	2,383	5,000	7,200
024-004	Personal Equipment	5,506	33,963	1,899	4,408	7,500	992	2,500	7,500
024-005	Uniform Allowance	14,716	13,615	16,382	16,587	13,600	8,735	15,000	13,600
025-000	Small Tools & Equipment	938	1,169	1,889	3,892	2,000	451	800	2,000
030-010	Animal Control Services	12,125	7,045	9,952	10,976	9,500		15,000	9,500
031-000	Professional Services	22,299	7,399	6,386	15,303	6,500	6,738	11,600	6,500
031-001	Central Dispatch	48,391	49,197	24,967	10,193	65,000		-	65,000
031-002	Booking Fees	3,950			1,642	3,000	1,688	2,000	3,000
031-003	Thunderbolt Officer	7,956	2,338	10,336	5,498	3,500	1,806	3,100	3,500
031-005	Radio Maintenance	805	500	4,455	8,081	8,500	2,373	5,000	8,500
031-010	Animal Control Charges						6,075	-	
032-001	Utilities - SCE	1,697	4,790	16,306	17,572	14,200	9,095	15,600	14,200
032-002	Utilities - SoCal Gas	1,457	1,260	1,871	1,361	2,565	2,291	3,900	2,565
033-001	Communications - GTE	17,266	19,065	20,617	27,160	19,911	18,083	31,000	19,911
034-000	Insurance -Work Comp/Liab	1,870	2,359	106,007		77,071		-	77,071
035-000	Advertising, Printing & Bind	1,324	1,371	1,426	905	1,000	1,491	2,600	1,000
036-008	Office Equip. Maint.	10,565	12,330	6,876	14,628	13,500	10,166	17,400	13,500
037-000	Other Service & Charges	4,192	4,737	8,532	9,383	8,500	7,587	13,000	8,500
037-004	Dues & Subscriptions	3,194	2,073	3,391	6,993	2,700	2,260	3,900	2,700
037-008	Training & Seminars	13,378	9,141	10,814	8,188	8,000	4,519	5,000	8,000
038-002	Meeting & Travel	215	108	2,481	139	250	1,138	2,000	250
039-001	LIVE SCAN	5,826	7,270	8,627	8,927	7,000	2,000	3,500	7,000
039-001	DOJ Vest Grant - Vests			15,932				-	
051-007	COPS SLESF	73,428	77,812	102,040	87,078	100,000	55,668	95,400	100,000
058-001	Asset Forfeiture Program			17,155				-	
066-001	New Vehicle Equip	25,764	25,075	1,477		1,500	754	1,000	1,500

066-007	DUI Trust Fund & Lab Fees	16,033	23,140	9,295	8,564	7,500	1,574	2,000	7,500
066-008	DOJ CLETS Line	2,853	1,500					-	
066-011	Homeland Security	-	-		22,241			-	
066-017	K-9 Supplies and Equipment				697		520	1,000	
095-005	AB109 Detail			50	174	28,500		-	28,500
095-006	School Resource Office		357					-	
Total Operational Expenses		2,544,378	2,433,601	2,718,549	2,524,490	2,365,297	1,107,828	2,162,400	2,379,617
Capital Outlay									
066-000	Lease-Purchase:	30,378	30,601		11,400	15,800	15,000	1,000	1,000
Total Capital Outlay		30,378	30,601	-	11,400	15,800	15,000	1,000	1,000
Total Operations&Capital Outlay		2,574,756	2,464,202	2,718,549	2,535,890	2,381,097	1,122,828	2,163,400	2,380,617

*Capital Outlay to replace outdated Records Management computer system

*Salary increase of 1.5% + \$250/yr for Firefighter Pay + Uniform Allowance increase of \$150 + increase \$100 for Court Standby

*Added 8 hours of holiday pay (total of 96 hours) which is paid one-time per year lump sum in December

FUND: 101 - GEN FUND
DEPT: 4120-CITY SERVICES

AC#	Description	Actual Expense FY 2012	Actual Expense FY 2013	Actual Expense FY 2014	Actual Expense FY 2015	Council Approved FY 2016	Expense Thru 2/10/2016	Projected FY 2016	Requested FY 2017
010-001	Salaries	137,512	116,047	152,759	208,249	155,000	97,332	149,600	153,860
010-003	Overtime	6,258	1,556	2,897	2,278	1,750	265	700	720
015-000	Benefits	108,261	70,008	107,534	130,760	109,000	63,353	97,800	100,590
021-000	Office Supplies	3,405	2,864	3,456	2,891	2,800	3,398		2,800
022-000	Dept'l Operating Supplies	25,030	25,898	21,358	30,149	25,000	17,804	32,500	25,000
022-009	Weed Abatement			4,075	2,770	5,000	40	100	5,000
022-012	Vehicle Fuel & Oil	6,426	6,873	4,599	6,054	5,000	3,398	5,800	5,000
022-015	Vehicle Repair & Maint.	5,783	3,283	4,977	2,829	5,000	3,057	5,200	5,000
023-000	Repair & Maint Supplies	1,418	238	7,524	7,101	5,000	3,770	7,300	5,000
024-001	Shop Supplies/Small Tools	109		166	198	250	54	100	250
031-000	Professional Services	43,089	39,705	8,081	21,028	10,000	6,423	12,900	10,000
032-001	Utilities - SCE	72,170	63,606	28,625	26,657	25,500	14,063	20,000	25,500
032-002	Utilities - SoCal Gas	7,253	5,377	5,652	3,599	3,500	825	3,700	3,500
033-001	Communications - GTE	13,437	16,173	15,638	8,200	15,000	3,714	6,400	15,000
035-000	Advertising, Printing				188				
036-008	Office Equip.- Maint	970	2,396	2,656	1,913	2,500	504	900	2,500
037-000	Other Services & Charges	17,635	71	4,000	10,544	4,500	7,706	13,300	4,500
037-004	Dues & Subscriptions	329	362	192	463	250	607	2,500	250
038-002	Meetings & Travel	1,445	1,207	1,000		1,000	51	500	1,000
064-003	Cap Outlay Repair Govt Bldgs		4,714	3,500	85	25,000			25,000
	Total Operational Expenses	450,531	360,379	378,689	465,956	401,050	226,364	359,300	390,470

Cap Outlay Repair Govt Bldgs

Flooring repair/replace (this can also be split between all enterprise funds)

City Hall chair replacement = \$12,000, not included above. This replaces chairs in all City Hall facilities.

FUND: 101 - GEN FUND
DEPT: 4130-STREETS

AC#	Description	Actual Expense FY 2012	Actual Expense FY 2013	Actual Expense FY 2014	Actual Expense FY 2015	Council Approved FY 2016	Expense Thru 2/10/2016	Projected FY 2016	Requested FY 2017
010-001	Salaries	83,728	83,037	16,060	17,765	50,507	14,497	22,500	23,140
010-003	Overtime	944	811	161					
015-000	Benefits	73,202	56,116	31,800	21,998	38,877	9,808	15,100	15,530
022-000	Dept'l Operating Supplies	5,606	15,443	13,160	20,386	15,000	19,126	32,800	15,000
022-012	Vehicle Fuel & Oil	7,467	6,783	4,141	4,664	3,200	3,106	5,300	3,200
022-015	Vehicle Repair & Maint.	4,887	6,207	8,371	8,948	8,500	4,081	7,000	8,500

023-000	Repair & Maint Supplies	6,917	2,733	7,927	16,313	15,000	3,344	5,700	15,000
031-000	Professional Services				160		733	1,300	
031-001	Communications - Dispatch	1,229	1,528	3,954		6,200			6,200
032-001	Communications - SCE				3,536		894	1,500	
033-001	Communications - GTE				5,467		3,126	5,400	
037-004	Dues & Subscriptions			2,668		350			350
037-014	Equip & Prop Rentals				381	200	28		200
038-002	Training & Meeting	345		125	165	250			250
047-001	Debt Interest Expense TCAG			18,527	20,322	20,800		21,144	21,144
064-020	Capital O/L Streets	68,174	260,185						
	Total Operational Expenses	252,501	432,843	106,894	120,105	158,884	58,743	117,744	108,514

*Streets Maintenance budget is reduced as construction is accounted for in the Street Improvement Fund and Gas Tax is accounting for majority of routine maintenance costs for streets.

2016-17 requested salary and benefit increases use a weighted increase of 2.85% over the 2015-16 cost projections.

EXPENSE

FUND: 101 - GEN FUND
DEPT: 4210-PARKS

AC#	Description	Actual Expense FY 2012	Actual Expense FY 2013	Actual Expense FY 2014	Actual Expense FY 2015	Council Approved FY 2016	Expense Thru 2/10/2016	Projected FY 2016	Requested FY 2017	Council Approves FY 2017
010-001	Salaries	72,080	68,028	70,554	43,230	89,735	35,570	52,300	53,790	
010-003	Overtime	2,143	368							
015-000	Benefits	28,542	26,353	37,834	27,654	58,328	26,808	39,500	40,630	
022-000	Dept'l Operating Supplies	28,428	69,482	44,211	46,598	35,000	45,324	50,000	35,000	
022-012	Vehicle Fuel & Oil	17,327	4,488	4,539	4,370	5,000	3,112	5,300	5,000	
022-015	Vehicle Repair & Maint.	7,642	8,257	7,281	3,605	6,500	3,301	5,700	6,500	
023-005	Contract Services	2,050		2,425	3,703	2,500			2,500	
025-000	Small Tools & Supplies	1,792		4,933	2,394	2,500			2,500	
030-001	Contract - Golf Course	12,000	9,000	9,600	19,200	19,200	11,200	19,200	19,200	
032-001	Utilities - SCE & GAS	23,307	28,101	34,096	30,325	27,300	13,830	15,000	27,300	
033-001	Communications - GTE	977	5,312	3,276	5,443	3,500	3,126	5,400	3,500	
036-007	Other Equip Maint	241	1,069	2,021	2,715	2,500	1,693	2,900	2,500	
037-014	Equip & Prop Rentals		10,907	7,299	2,508	1,800	430	700	1,800	
038-002	Training & Meetings	144		67	218	300			300	
063-000	Other Capital Improvement		2275	2940		7,500	308	500	7,500	
064-002	Cap Outlay/Improvement				5385					
064-046	Landscape Maintenance			6,462	3,807	6,500	3,254	5,600	6,500	
Total Operational Expenses		196,674	233,641	237,538	201,155	268,163	147,956	202,100	214,520	-

*Completion of the Park Renovation Project will require twice the amount of grounds maintenance compared to FYs

Recommended Projects FY16:

Kaku Park

Concrete curb 2,000
DG pathway 3,000
Trash enclosure 12,000

Olive Bowl

Canopy install (Inc. above) 7,500
replace elec panels 3,000
light timers 3,000

City Park

Skate park security system
Equipment trailer

Complete Projects FY15:

City Park

play panels 6,000
Helix install 12,000
Swing install 4,000
renovate Mem. prkg lot (ADA) 10,000

skate park security system	5,000	Pump & irrig sys	8,000
Ono City fence	20,000	(storm drain work noted in CIP)	
Equipment trailer	8,500	Olive Bowl	
		Canopy install	7,500
		replace elec panels	3,000
		light timers	3,000

2016-17 requested salary and benefit increases use a weighted increase of 2.85% over the 2015-16 cost projections.

EXPENSE

FUND: 101 - GEN FUND
 DEPT: 4310-RECREATION

AC#	Description	Actual Expense FY 2012	Actual Expense FY 2013	Actual Expense FY 2014	Actual Expense FY 2015	Council Approved FY 2016	Expense Thru 2/10/2016	Projected FY 2016	Requested FY 2017	Council Approves FY 2017
010-001	Salaries							199,300	204,980	
015-000	Benefits							73,730	75,830	
055-002	Youth Sports							24,500	24,500	
055-010	LUSD - Patriots							34,000	34,000	
055-019	Adult Sports							51,000	51,000	
055-023	Facility Use Charges							114,410	114,410	
Total Operational Expenses		-	-	-	-	-	-	496,940	504,720	-

NOTE: Prior to FY 16, recreation costs were included in the McDermont Field House budget.

CAPITAL IMPROVEMENT PLAN

YEAR 2016/2017

Water (Water enterprise funds)

1	Well 15 Pipeline Project (Planning & Const.	\$401,000	IRWM (26%) & CDBG Funds
2	Bottled Water Project (Ave. 240/Rd. 188)	\$16,500	Emergency Drought Funding (funded)
3	Well 14 Filtration Project (Planning)	\$120,000	SRF Approved Project
4	Well 15 Renovation	\$175,000	Water Capital project
	Water main line replacement		
	a. 6" size, 770 LF,	\$180,000	Lafayette Avenue; Water Capital project
5	Test Well	\$150,000	Water Capital project
6	SCADA Expansion	\$25,000	(pH, high Cl2 alarm); Water Capital project
7	Water Claifier Cover Replacement	\$25,000	Water Capital project

Sewer (Sewer enterprise funds)

1	Main line replacement;		
	a. 6" size, 350 LF,	\$150,000	Tulare Rd./Third St.; Sewer Capital Project
2	Wastewater Treatment Plant Projects		
	a. Bar Screen Renovation	\$75,000	Sewer Capital Project
	b. RAS Pump Replacement	\$36,000	Sewer Capital Project
	c. Clarifier Gate Valves	\$25,000	Sewer Capital Project
3	SCADA Expansion	\$15,000	Sewer Capital Project
4	Terrtiary Treatment Study	\$50,000	CDBG

Storm Drain System (Sewer enterprise funds)

1	Orange Avenue Storm Drain and Harvard Park basin improvements	\$150,000	CDBG
2	Miscellaneous mainline vac/jet	\$15,000	

Streets Projects (Gas Tax, streets funds)

See attached list

Miscellaneous Improvement Projects

1	Public Safety Roof Renovate	\$30,000	General Fund Capital Project
2	Sierra Vista Plaza Roof Renovate	\$30,000	General Fund Capital Project
3	Wellness Center Parking Lot seal/stripe	\$12,000	Wellness Center Capital Project
4	Aquatics Center Chemical Injection pumps	\$10,000	Wellness Center Capital Project
5	City Golf Course Roof Replacement	\$15,000	General Fund Capital Project
6	Public Safety Facility Study	\$50,000	CDBG
7	Water Conservation Upgrades	\$18,000	City Facilities

** \$300,000 from water enterprise funds if CDBG application is not available

CAPITAL IMPROVEMENT PLAN

YEAR 2017/2018

Water (Water enterprise funds)

1	Well 14 Filtration project (construction)	\$800,000	SRF
2	Well 14 Renovation	\$185,000	Water Capital project
3	Water treatment plant filter bank renovations	\$500,000	Water Capital project
4	Primary disinfection renovation at canal	\$350,000	SRF
	Water main line replacement		
5	a. 6" size, 320 LF	\$175,000	Denver Court
6	New Water Well	\$1,500,000	
7	Urban Water Management Plan	\$150,000	Initial document; must be updated every 5 years
8	SCADA Expansion	\$25,000	Water Capital project

Sewer (Sewer enterprise funds)

1	Main line replacement;		
	a. 8" size, 550 LF	\$175,000	
2	Wastewater Treatment Plant Projects		
	a. Drying Beds Renovate	\$150,000	
	b. Inflow VFD (2)	\$35,000	
	b. Clarifier repairs	\$75,000	

Storm Drain System (Sewer enterprise funds)

1	Miscellaneous basin improvements	\$125,000	
2	Miscellaneous mainline vac/jet	\$10,000	

Streets Projects (Gas Tax, streets funds)

See attached list

Miscellaneous Improvement Projects

1	Tulare Road/Foothill Avenue Intersection		
2	Olive Bowl/Kaku Park Renovation	\$200,000	(RR, paving, trees, irrig. System)
3	Westwood/Hermosa Roundabout	\$875,000	Congestion, Mitigation & Air Quality
4	Hermosa Island Renovation	\$25,000	
5	Transit Bus Shelter, Shopping Center	\$25,000	Transit funds
6	McDermont Center		McDermont Enterprise
	a. Parking lot paving	\$25,000	
	b. Laundry room addition	\$25,000	(1 industrial washer & dryer and room)

CAPITAL IMPROVEMENT PLAN

YEAR 2018/2019

Water (Water enterprise funds)

1	Canal turnout upgrades	\$750,000	
2	Water Storage Tank Renovation	\$250,000	
3	Water main line replacement		
	a. 8" size, 1300 LF,	\$325,000	
4	SCADA Expansion	\$25,000	Well 14 VFD

Sewer (Sewer enterprise funds)

1	Main line replacement;		
	a. 6" size, 1,100 LF,	\$300,000	
	b. Oxidation Ditch Repairs (2)	\$300,000	
2	Wastewater Treatment Plant Projects		
	a. Building Addition/Renovation	\$300,000	
	b. Equipment replacement	\$250,000	

Storm Drain System (Sewer enterprise funds)

1	Miscellaneous mainline vac/jet	\$10,000	
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Update Sewer, Water, Storm Drain Master Plans \$500,000

Streets Projects (Gas Tax, streets funds)

See attached list

Miscellaneous Improvement Projects

1	Corporation Yard improvements	\$250,000	
2	City Hall Renovations (glazing)	\$250,000	
3	Aquatic Center, Pool maintenance	\$20,000	
4	McDermont Center Misc. Repairs	\$50,000	
5	City Hall Renovations (electrical, mech.)	\$400,000	

CAPITAL IMPROVEMENT PLAN

YEARS 2020/2022

Water (Water enterprise funds)

- | | | |
|---|-----------------------------|-------------|
| 1 | Water main line replacement | |
| | a. 8" size, 1300 LF | \$300,000 |
| 2 | Water Storage Basin | \$1,500,000 |

Sewer (Sewer enterprise funds)

- | | | |
|---|-----------------------|-----------|
| 1 | Main line replacement | |
| | a. 6" size, 1,100 LF, | \$300,000 |
| | b. 8" size, 550 LF, | \$175,000 |

Storm Drain System (Sewer enterprise funds)

- | | | |
|---|---------------------------------------|----------|
| 1 | Storm Drain Main line improvements | |
| | a. Miscellaneous mainline replacement | \$75,000 |
| | b. Miscellaneous mainline jet/vac | \$40,000 |

Streets Projects (Gas Tax, streets funds)

See attached list

Miscellaneous Improvement Projects

- | | | |
|---|--------------------------------|-----------|
| 1 | City property improvements | \$300,000 |
| 2 | City Hall Renovations | \$300,000 |
| 3 | Aquatic Center, heater upgrade | \$65,000 |
| 4 | McDermont Center Misc. Repairs | \$150,000 |

CAPITAL IMPROVEMENT PLAN

City Services Equipment Needs (within each sub department)

Water (Water enterprise funds)

Pneumatic air compressor	\$12,500
Chlorine analyzer	\$10,000
Valve exercisor	\$7,500

Sewer (Sewer enterprise funds)

Disc attachment	\$15,000
Collection System Camera	\$15,000
Mag meter at infow	\$12,000
50 Gal. Spray Rig	\$3,000
Tri pod/Meter for confined space (MH)	\$7,500

General

Utility Trailer (John Deere mower)	\$12,000
Backhoe Repair	\$20,000
50 Gal. Spray Rig	\$3,000

LLAD/Landscape

Equipment replacement	\$5,000
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Fleet Replacement

5 trucks	\$104,000	
3 Electric Trucks	\$60,000	SJVAPCD
OR Repair existing CNG trucks	\$30,000	
Truck Racks	\$5,000	

Date: April 12, 2016
To: Lindsay City Council
From: William Zigler, Interim City Manager
Subject: Council Discussion Item: Council Response to Grand Jury Final Report
Released on March 28, 2016

The City received a portion of the Tulare County Grand Jury Final Report regarding the City of Lindsay, released on March 28, 2016 (report attached).

In the report the Grand Jury directs the City Council to respond to each of its five findings and two recommendations regarding the City, as required by California Penal Code §933 and outlined in the report.

In response to findings: the Council may agree or disagree with the findings using the following format:

- (1) The City Council agrees with the finding.
- (2) The City Council disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.

In response to recommendations: the City Council shall report one of the following actions:

- (1) The recommendation has been implemented, with a summary regarding the implemented action.
- (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
- (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the grand jury report.
- (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore:

Grand Jury findings are as follow:

F1. The Grand Jury determined the combining of the office of city manager and police chief positions critically weakened the checks-and-balances with regards to personnel issues. This eliminated the division of authority to more than one person and position.

F2. A number of costly employee settlements resulted from the aforementioned combination of these two positions.

F3. The Grand Jury determined that the lack of meaningful evidence made allegations of Brown Act violations difficult to substantiate.

F4. Some City council members were involved in discussions over union issues at private residences and outside the parameters of established procedures.

F5. The cost of the employee settlements contributed to the city's poor financial condition and the necessity to impose employee furloughs.

Grand Jury recommendations are as follow:

R1. Lindsay City Council members should thoroughly familiarize themselves with open meeting laws (Brown Act) and generally acceptable procedures for conducting municipal business.

R2. The Lindsay City Council should be more deliberative when considering the combining of key managerial positions.

The Grand Jury directs that the City Council provide a separate written response regarding the findings and recommendations to each of the following addressees by June 16, 2016:

The Honorable Judge Bret Hillman
County Civic Center, Room 303
221 S. Mooney Blvd
Visalia, CA 93291

and

Tulare County Grand Jury
5963 S. Mooney Blvd
Visalia, CA 93277

Respectfully Submitted,



William Zigler
Interim City Manager

Attachment: Tulare County Grand Jury Final Report (portion of)



TULARE COUNTY GRAND JURY
 5963 S Mooney Boulevard Visalia, CA 93277
 PHONE: (559) 624-7295
 FAX: (559) 733-6078
 E-MAIL: grnd_jury@co.tulare.ca.us
 WEB: <http://tularecounty.ca.gov/grandjury/>

ATTENTION: William Zigler
 AGENCY: City of Lindsay
 ADDRESS: 251 E. Honolulu, CA 93247

California Penal Code §933.05 (f) mandates that the Tulare County Grand Jury provide a copy of the portion of the final Report that affects that agency or person of that agency two working days prior to its public release. Advance release or disclosure of a Grand Jury Report is prohibited prior to its public release.

Attached is a copy of your portion of the 2015-2016 Tulare County Grand Jury Final Report.

California Penal Code §933(c) requires a response to said document. Depending on the type of respondent you are, a written response is required as follows:

- PUBLIC AGENCY:** The governing body of any public agency that is required to respond must do so within NINETY (90) DAYS from the date this report was approved as final by the Presiding Judge.
- ELECTIVE OFFICER OR AGENCY HEAD:** All elected officers or heads of agencies that are required to respond must do so within SIXTY (60) DAYS from the date this report was approved as final by the Presiding Judge.

Please be advised, this portion of the final report was approved as final by the Presiding Judge on March 18, 2016.

YOU MUST SEND YOUR RESPONSE TO EACH OF THE FOLLOWING:

The Honorable Judge Bret Hillman
 County Civic Center, Room 303
 221 S Mooney Blvd
 Visalia, CA 93291

Tulare County Grand Jury
 5963 S Mooney Blvd
 Visalia, CA 93277

Tulare County Board of Supervisors
 2800 W. Burrell Ave
 Visalia, CA 93291
 (For County Agencies Only)

Received by: Sandy Perez

Date: 3/22/16

Report Name: Nightmare in Lindsay

Response Due by: June 16, 2016

Delivered by: Anna B. Jacobson

Date and Time: 3/22/16 2:30 PM

Release Date: March 28, 2016

Chuck White, Foreman 2015/2016 Tulare County Grand Jury

PREPARE A SEPARATE RESPONSE FOR EACH REPORT

California Penal Code §933.05 mandates the manner in which responses are to be answered.

See reverse for Penal Code §933.05 information.

§933.05. Response to Grand Jury Recommendations--Content Requirements; Personal Appearance by Responding Party; Grand Jury Report to Affected Agency

(a) For purposes of subdivision (b) of §933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.

(b) For purposes of subdivision (b) of §933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore:

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the finding of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.

(e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.

(f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

NIGHTMARE IN LINDSAY

BACKGROUND:

The City of Lindsay is located southeast of Visalia and north of Porterville within Tulare County and is considered part of both the Visalia-Porterville Metropolitan Area and the Porterville Urban Area by the United States Census Bureau. The population was reported at 11,768 in the 2010 census and was estimated in 2014 to be 13,192. Lindsay is a charter city with a council-manager form of government.

Before establishment of the community, the Yandanche tribe of Native Americans came to hunt and fish at the site for centuries. John C. Fremont, an American military officer, explorer, and politician, passed through the area on four of his exploration trips. Fremont would later become the Military Governor of California (1846).

Captain Arthur Hutchinson moved to California for health reasons in 1889 and purchased 2,000 acres of land in what would later be the Lindsay area. Shortly thereafter, the Southern Pacific Railroad established a route through the area. This spurred Hutchinson to lay out and develop the Lindsay townsite, named after his wife, Sadie Lindsay Patton Hutchinson. The community grew and was incorporated as a city on February 28, 1910.

REASON FOR INVESTIGATION:

The 2015-2016 Tulare County Grand Jury received complaints alleging Open Meeting (Brown Act) violations and criminal wrongdoing involving quid-pro-quo dealings by the City of Lindsay. The Grand Jury found the Brown Act violations were difficult to substantiate. The Grand Jury was concerned, however, with the appearance of civil impropriety occurring within the Lindsay city government as these complaints were investigated. The Grand Jury elected to inquire further into the public affairs of the City.

METHOD OF INVESTIGATION:

The Tulare County Grand Jury initially started the investigation by interviewing the complainants. Afterward, other witnesses familiar with different aspects of the issues were interviewed.

The Grand Jury obtained and reviewed written information from various sources, including but not limited to public media and applicable official city documents. Sworn statements and transcripts were also examined.

FACTS:

1. After the resignation of Lindsay's city manager in November of 2010, the then current Police Chief was appointed as the city manager, thus combining the two positions.
2. The District Attorney conducted an investigation of Open Meeting (Brown Act) violations by the Lindsay City Council.
3. On at least two (2) occasions, no more than two (2) council members met in unofficial meetings at private residences to discuss employee union matters. In no known cases, however, was a quorum present.
4. A court document and witness statements alleged there was a flagrant misallocation by a city official of directing their employees to perform personal services outside the city's jurisdiction on city time.
5. In the complaints, there were allegations of misconduct (e.g., collusion, cronyism, nepotism, harassment, etc.) by various city officials.
6. The city reached high-cost employment severance settlements (in excess of \$400,000) with a number of employees over the issue of termination.
7. The city council imposed employee furloughs, claiming financial constraints.

FINDINGS:

- F1. The Grand Jury determined the combining of the office of city manager and police chief positions critically weakened the checks-and-balances with regards to personnel issues. This eliminated the division of authority to more than one person and position.
- F2. A number of costly employee settlements resulted from the aforementioned combination of these two positions.
- F3. The Grand Jury determined that the lack of meaningful evidence made allegations of Brown Act violations difficult to substantiate.
- F4. Some City council members were involved in discussions over union issues at private residences and outside the parameters of established procedures.
- F5. The cost of the employee settlements contributed to the city's poor financial condition and the necessity to impose employee furloughs.

RECOMMENDATIONS:

- R1 Lindsay City Council members should thoroughly familiarize themselves with open meeting laws (Brown Act) and generally acceptable procedures for conducting municipal business.
- R2 The Lindsay City Council should be more deliberative when considering the combining of key managerial positions.

REQUIRED RESPONSES:

Lindsay City Council

Date: April 12, 2016
To: Lindsay City Council
From: William Zigler, Interim City Manager
Subject: Council Discussion Item: Amendment to/Removal of Municipal Code Section 02.08.260

Mayor Padilla has requested a Council discussion on amending/removing Municipal Code Section 02.08.260, which reads as follows:

2.08.260 Prohibitions on city council actions.

Any action or practice of the city council which is prohibited by the City Charter as it might relate to the performance or duties of the city manager, if conducted by the city council or any individual member thereof, may be deemed to be "removal" should the city manager notify the city council of his/her decision to construe such action as "removal" from office, and such notice may, in the discretion of the city manager, invoke the "removal" or "termination" benefits of the city manager employment agreement. (Ord. 473 § 6 (part), 1996)

Respectfully Submitted,



William Zigler
Interim City Manager