

Date: May 28, 2019 (Tuesday)
Time: 6:30 p.m.
Place: City Council Chambers
145 N. Magnolia
Woodlake, CA 93286

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, including auxiliary aids, translation requests, or other accommodations, or to be able to access this agenda and documents in the agenda packet, please contact City Hall at 559-564-8055 at least 3 days prior to the meeting.

The full agenda including staff reports and supporting materials are available at City Hall.

- I. CALL TO ORDER & WELCOME
- II. PLEDGE OF ALLEGIANCE
- III. PUBLIC COMMENTS

This portion of the meeting is reserved for persons wishing to address the Council on items within its jurisdiction but not on this agenda. NOTE: Prior to action by the Council on any item on this agenda, the public may comment on that item. Unscheduled comments may be limited to 3 minutes.

All items on the Consent Agenda are considered to be routine and non-controversial by City staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. Items pulled from the Calendar will be considered separately.

IV. CONSENT CALENDAR –ACTION AND INFORMATION ITEMS

Request Approval of the Consent Calendar Action Items (IV A-C)

- A. Action: Approval of Minutes of the regular meeting held on May 13, 2019 (Pages 1-9)
- B. Action: Approval of Warrants (Pages 10-38)
- C. Action: Adoption of Resolution: Approval of the City Administrator Employment Agreement (Pages 39-55)

V. ACTION/DISCUSSION ITEMS

- A. Action: Adoption of Resolution: Approve the Community Development Block Grant (CDBG) Program Income (PI) Reuse Agreement, Authorize the City Administrator to Execute the CDBG PI Reuse Agreement, and Submit to the State Department of Housing and Community Development (HCD)
PUBLIC HEARING (Pages 56-91)
- B. Action: Adoption of Resolution: Authorize the City Administrator to Submit a Public Benefits Grant Application for an Alternative Fuel Vehicle Purchase (Pages 92-94)
- C. Action: Adoption of Resolution: Approval of the Agreement Between the County of Tulare and the City of Woodlake for 24 Hour Emergency Dispatch and Communication Services and Authorize the City Administrator to Execute the Agreement (Pages 95-101)

VI. OTHER BUSINESS

- A. Information: Items from Staff
- B. Information: Items from Council Member
- C. Request from Council Members for Future Agenda Items

VII. CLOSED SESSION

1. **CONFERENCE WITH LABOR NEGOTIATOR(S)** (Government Code § 54957.6). It is the intention of this governing body to meet in closed-session to review its position and to instruct its designated representatives:

- Designated representatives: _____
- Name of employee organization: POA
- Position title(s) of unrepresented employee(s): _____

2. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR(S)** (Government Code § 54956.8). It is the intent of this governing body to meet in closed-session to confer with its real property negotiator concerning the purchase, sale, exchange, or lease of real property by or for this local agency as follows:

Property Description (Specify street address, or if no street address, the parcel number or other unique reference): APN # 060-170-080 and 060-170-096

Our Negotiator: Ramon Lara, City Administrator

Parties with whom negotiating: _____

Instructions to negotiator concerning: Price Terms of payment.

As provided in the Ralph M. Brown Act, Government Code sections 54950 et seq., the Governing Board may meet in closed session with members of its staff and its attorneys. These sessions are not open to the public and may not be attended by members of the public. The matters the Council will meet on in closed session are identified below or are those matters appropriately identified in open session as requiring immediate attention and arising after the posting of the agenda. Any public reports of action taken in the closed session will be made in accordance with Government Code sections 54957.1

“Documents: If distributed to the Council less than 72 hours before a regular meeting, any public records which are subject to public inspection and pertain to an open-session item on the regular meeting agenda shall be available at the following address at the time they are distributed to a majority of the Council: 350 North Valencia Boulevard, Woodlake, California 93286. Public records distributed to the Council at a public meeting will be available to the public at such meeting if they were prepared by the City.

Exemptions and details in Government Code§ 54957.5 (a) shall apply.”

II. ADJOURN

The next scheduled City Council meeting will be held on Monday, June 10, 2019 at 6:30 p.m. at City Council Chambers located at 145 N. Magnolia, Woodlake, CA 93286.

City Council:

Rudy Mendoza - Mayor

Frances Ortiz - Vice Mayor

Louie Lopez - Councilmember

Greg Gonzalez Jr. - Councilmember

Jose L. Martinez - Councilmember

PRESENT: Councilmembers Mendoza, Gonzalez & Martinez

OTHERS: Lara, Waters, Zamora & Zacarias

ABSENT: Ortiz & Lopez

FLAG SALUTE

PUBLIC COMMENT -

IV. CONSENT CALENDAR –ACTION AND INFORMATION ITEMS

Request Approval of the Consent Calendar Action Items (IV. A-F)

- A. Action: Approval of Minutes of the regular meeting held on April 22, 2019 (Pages 1-16)
 - B. Action: Approval of Warrants (Pages 17-58)
 - C. Action: Adoption of Resolution: Approval of the April 2019 Monthly Report of Investments (Pages 59-61)
 - D. Action: Adoption of Resolution: Authorize the City Administrator to File the Regional Surface Transportation Program (RSTP) Exchange Program Fund Claim for Fiscal Year 2018-2019 on Behalf of the City of Woodlake and Allow the City Administrator to Sign Necessary Documentation (Pages 62-67)
 - E. Action: Adoption of Resolution: Authorize Council to Submit a Letter Opposing AB 1356 (Pages 68-70)
 - F. Action: Adoption of Resolution: Reject Claim for Damages for from Estate of Allen Raymond Casselman filed on April 24, 2019 (Pages 71-73)
- ON A MOTION BY GONZALEZ, SECOND BY MARTINEZ IT WAS VOTED TO APPROVE THE CONSENT CALENDAR. APPROVED UNANIMOUSLY.**

V. ACTION/DISCUSSION ITEMS

- A. Action: Adoption of Resolution: Approval of Mitigated Negative Declaration for the Green Smart Farmer Expansion Project – **PUBLIC HEARING**
Community Services Director Waters reported the following. The Project Applicant intends to expand the existing Cannabis Cultivation, Manufacturing and Distribution Facility by constructing two 75,600 square foot buildings, for an additional 151,200 square feet of Facility. The proposed project is located at 915 West Ropes Avenue on APN 060-170-106. Council previously approved a Conditional Use Permit to operate cannabis businesses on the property and approved the construction of 75,600 square feet for a cannabis facility.

The proposed project consists of the following components:

1. Construction of two 75,600 square foot buildings, for an additional 151,200 square feet of Facility.
2. Installation of a parking lot with approximately 70 parking spots and interior sidewalks.
3. Installation of an interior landscape screen along the western facility border.
4. Installation of perimeter security, including lighting and an alarm system, in accordance with Chapter 5.48 of the Woodlake Municipal Code.

Construction will occur in one phase and is anticipated to take up to a year to complete.

The project at full build-out will employ 10-20 full time staff, and will operate from 8am to 5pm, up to seven days a week. Twenty additional delivery trucks per week are anticipated at full Project buildout.

The facility's electrical needs will continue to be serviced by Southern California Edison connections that have been assessed to be able to provide for full operation of indoor/mixed light cannabis cultivation.

The Project's cultivation water needs will be serviced by an existing on-site well while water for sanitary facilities will come from the City. Waste water from operational use (effluent water not recycled in cultivation and washing process) will be serviced by the existing on-site storm basin.

All other waste water, including sewer use, will be serviced by the existing on-site septic system.

The project site already has an approved Conditional Use Permit to operate cannabis businesses. The City Council may add this facility to the permit by approving the site plan.

A notice was circulated for the IS/MND and the City received comments from Caltrans (attached) and the California Department of Food and Agriculture CalCannabis Cultivation Licensing Division (attached). The City amended the Negative Declaration to be consistent with Caltrans' traffic model, which resulted in a reduction in trips generated.

The complete Project description, location and the potential environmental effects are contained in the Mitigated Negative Declaration (MND). The MND has concluded that no significant environmental impacts will occur as a result of the Project.

Additional comments have been added to the end of these minutes.

PUBLIC HEARING OPEN: 6:35 PM

PUBLIC HEARING CLOSE: 6:36 PM

ON A MOTION BY MARTINEZ, SECOND BY GONZALEZ IT WAS VOTED TO ADOPT THE RESOLUTION AND APPROVE THE MITIGATED NEGATIVE DECLARATION FOR THE GREEN SMART FARMER EXPANSION PROJECT. APPROVED UNANIMOUSLY.

B. Action: Adoption of Resolution: Approval of the Green Smart Farmer Expansion Project and Site Plan

Community Services Director Waters reported the following: The Project Applicant intends to expand the existing Cannabis Cultivation, Manufacturing and Distribution Facility by constructing two 75,600 square foot buildings, for an additional 151,200 square feet of facility.

The proposed project is located at 915 West Ropes Avenue on APN 060-170-106. Council previously approved a Conditional Use Permit to operate cannabis businesses.

The proposed project consists of the following components:

1. Construction of two 75,600 square foot buildings, for an additional 151,200 square feet of Facility.
2. Installation of a parking lot with approximately 70 parking spots and interior sidewalks.
3. Installation of an interior landscape screen along the western facility border.

4. Installation of perimeter security, including lighting and an alarm system, in accordance with Chapter 5.48 of the Woodlake Municipal Code.

Construction will occur in one phase and is anticipated to take up to a year to complete. The project site already has an approved Conditional Use Permit to operate cannabis businesses. The City Council may add this facility to the permit by approving the site plan project.

ON A MOTION BY GONZALEZ, SECOND BY MARTINEZ IT WAS VOTED TO ADOPT THE RESOLUTION AND APPROVE THE GREEN SMART FARMER EXPANSION PROJECT AND SITE PLAN. APPROVED UNANIMOUSLY.

- C. Action: Adoption of Resolution: Approve the Acquisitions of the Property with APN No. 060-170-093-000 by the City of Woodlake General Fund
City Administrator Lara reported the following: The City of Woodlake continues to look at potential properties to promote future economic development. Over the last few years the City has acquired properties and marketed them to potential developers. This was last done with the property where the current Auto Zone is being constructed.

The City has identified another property that may be acquired and marketed for future economic development. The property sits between Green Bean and Auto Zone off Naranjo Blvd. The lot consists of 20,511 SF and seller and City have agreed to a purchase price of one hundred thousand dollars (\$100,000.00). The City would be paying \$4.88 a SF. The purchase price per SF is comparable to other acquisitions in the area for commercially zoned property.

ON A MOTION BY MARTINEZ, SECOND BY GONZALEZ IT WAS VOTED TO ADOPT THE RESOLUTION AND APPROVE THE ACQUISITIONS OF THE PROPERTY WITH APN NO. 060-170-093-000. APPROVED UNANIMOUSLY.

- D. Action: Adoption of Resolution: Extend Expiration Date of Tentative Subdivision Map 15-02, Turner/Mathias (Greenwood Subdivision)
Community Services Director Waters reported the following: The Tentative Subdivision Map 15-02, Turner/Mathias (Greenwood Subdivision) map was approved by the City Council in 2016. The applicant is requesting an extension on Tentative Subdivision Map 15-02, Turner/Mathias (Greenwood Subdivision) in order to complete the escrow process.

The map expired on March 28, 2019 while the applicant was attempting to sell the property. The applicant has requested that the map's expiration date be extended until September 28, 2019 in order to complete the sale of the property before the final map is recorded.

ON A MOTION BY MARTINEZ, SECOND BY GONZALEZ IT WAS VOTED TO ADOPT THE RESOLUTION AND EXTEND ESPARATION DATE OF TENTATIVE SUBDIVISION MAP 15-02, TURNER/MATHIAS (GREENWOOD SUBDIVISION). APPROVED UNANIMOUSLY.

VI. OTHER BUSINESS

A. Information: Items from Staff

City Clerk Zacarias – Reported the Step Up event on May 3rd went well. The parade and rodeo also went well and was attended by many. The next scheduled meeting will be held on Tuesday, May 28th due to the Memorial Holiday on May 27th.

Community Services Director Waters – Reported Soccer sign ups have started and will continue until August 16th. The Woodlake Magazine was mailed out and will highlight all events, sports and programs from now until August.

City Administrator Lara – Reported AutoZone is set to open in June. Valencia Heights has had their first 10 families move in to their homes. Castlerock Estates has pulled a total of 24 permits. South Valencia should have their street lights installed this week. City Staff plans to have a meeting with other service groups to form a planning committee for Western Week 2020.

B. Information: Items from Council

Councilmember Martinez – Reported he had attended the San Joaquin Valley Regional Planning Agencies Annual Blueprint Awards banquet on May 9th. The City received an Award of Merit. City Engineer Monique Mello stated she is happy to work with the City of Woodlake staff and be a part of all the great projects in town.

Mayor Mendoza – Reported the City will host the next TCAG meeting on May 20th. The meeting will be held in council chambers.

VII. CLOSED SESSION

1. **CONFERENCE WITH LABOR NEGOTIATOR(S)** (Government Code § 54957.6). It is the intention of this governing body to meet in closed-session to review its position and to instruct its designated representatives:

- Designated representatives:
- Name of employee organization: POA
- Position title(s) of unrepresented employee(s):

**MEETING MOVED TO CLOSED SESSION AT 7:00 PM
MEETING RECONVENED AT 7:11 PM**

NOTICE TO THE PUBLIC

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VIII. ADJOURN

The next scheduled City Council meeting will be held on Tuesday, May 28, 2018 at 6:30 p.m. at City Council Chambers located at 145 N. Magnolia, Woodlake, CA 93286.

City Council:

Rudy Mendoza - Mayor

Frances Ortiz - Vice Mayor

Louie Lopez - Councilmember

Greg Gonzalez Jr. - Councilmember

Jose L. Martinez - Councilmember

Meeting adjourned at 7:11 PM

Submitted by,

Irene Zacarias
City Clerk

Central Valley Regional Water Quality Control Board

25 April 2019

Jason Waters
City of Woodlake
350 North Valencia Boulevard
Woodlake, CA 93286

COMMENTS ON MITIGATED NEGATIVE DECLARATION (SCH NO. 2019039157), GREEN SMART FARMER EXPANSION PROJECT, TULARE COUNTY

On 3 April 2019, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) received the Mitigated Negative Declaration for the Green Smart Farmer Expansion Project, located in Tulare County. Central Valley Water Board staff has reviewed the Mitigated Negative Declaration and has the following comments regarding the project and associated Mitigated Negative Declaration.

The proposed project is located at 915 West Ropes Avenue in the City of Woodlake in Tulare County (APN 060-017-089). The purpose of the project is to expand an existing Cannabis Cultivation, Manufacturing and Distribution Facility. The project consists of construction of two 75,600 square foot buildings, installation of a parking lot with approximately 70 parking spots, installation of an interior landscape screen along the western border, and installation of perimeter security. The project description states that wastewater from operational use that isn't recycled for cultivation or washing process will be discharged to an on-site storm basin and that all other wastewater will be discharged to an on-site septic system.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

I. Regulatory Setting

Antidegradation Considerations

All wastewater discharges must comply with the Antidegradation Policy (State Water Board Resolution 68-16) and the Antidegradation Implementation Policy contained in the Basin Plan. The Antidegradation Policy is available at:

https://www.waterboards.ca.gov/board_decisions/adopted_orders/resolutions/1968/rs68_016.pdf

The antidegradation analysis is a mandatory element in the land discharge Waste Discharge Requirements (WDRs) permitting processes. The environmental review document should evaluate potential impacts to both surface and groundwater quality.

II. Permitting Requirements

Cannabis General Order

Cannabis cultivation operations are required to obtain coverage under the State Water Resources Control Board's General Waste Discharge Requirements and Waiver of Waste Discharge Requirements for Discharges of Waste Associated with Cannabis Cultivation Activities Order No. WQ 2017-0023-DWQ (the statewide Cannabis General Order).

Page 50 of the Initial Study states "the proposed Project will be in compliance with the rules and requirements set forth in the Central Valley Water Board's General Waste Discharge Requirements Order for Discharges of Waste Associated with Medical Cannabis Cultivation Activities, Order No. R5-2015-0113." The statewide Cannabis General Order supersedes the Central Valley Regional General Order. The project applicant must enroll for coverage and comply with the requirements of the statewide Cannabis General Order.

The Project Operations Section of the Initial Study (page 7) states that "wastewater from operation use (effluent water not recycled in cultivation and washing process) will be serviced by the existing on-site storm basin." The Cannabis General Order requires indoor cannabis cultivation activities that discharge cultivation operation wastewater to land **obtain separate Waste Discharge Requirements** from the Water Board. For more information on waste discharges to land, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/waste_to_land/index.shtml

For questions about obtaining Waste Discharge Requirements for discharging wastewater from Cannabis Cultivation Operations, please contact Daniel Benas at Daniel.Benas@waterboards.ca.gov or (559) 445-5116.

The Water Boards Cannabis Cultivation Programs offer an easy to use online Portal for cultivators to apply for Cannabis General Order coverage at:

<https://public2.waterboards.ca.gov/CGO>

Additional information about the Cannabis General Order, Cannabis Small Irrigation Use Registration (SIUR) Program, and Portal can be found at:

www.waterboards.ca.gov/cannabis

For questions about the Cannabis General Order, please contact the Central Valley Water Board's Cannabis Permitting and Compliance Unit at: centralvalleysacramento@waterboards.ca.gov or (916) 464-3291.

Construction Storm Water General Permit

Dischargers whose projects disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction General Permit), Construction General Permit Order No. 2009-009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP).

For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

Onsite Wastewater Treatment Systems Policy

Pursuant to the State Board's Onsite Wastewater Treatment Systems Policy, the regulation of the septic system may be regulated under the local agency's management program.

Please note that only domestic wastewater coming from bathrooms and kitchens should be discharged to septic systems. Cannabis cultivation can generate other wastewaters such as irrigation runoff, water treatment effluent, cleaning agents, and wash waters. Discharges of these wastewaters to an on-site wastewater system such as a septic tank and leach field must obtain separate regulatory authorization, such as waste discharge requirements (WDRs), a conditional waiver of WDRs, or other permit mechanism, prior to discharge. The application to obtain WDRs or a conditional waiver of WDRs can take over a year to process and requires that you characterize the wastewater chemistry and volume. In lieu of discharging to a septic system, Water Board staff recommends that wastewaters from cannabis cultivation activities be discharged to a holding tank and then hauled by a servicing company to a community wastewater treatment plant for disposal.

For more information on waste discharges to land, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/waste_to_land/index.shtml

Dewatering Permit

If the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Threat General Order) 2003-0003 or the Central Valley Water Board's Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Threat Waiver) R5-2018-0085. Small temporary construction dewatering projects are projects that discharge groundwater to land from excavation activities or dewatering of underground utility vaults. Dischargers seeking coverage under the Low Threat General Order or Waiver should contact the Central Valley Water Board at (559) 445-5116.

For more information regarding the Low Risk General Order and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf

For more information regarding the Low Risk Waiver and the application process, visit the Central Valley Water Board website at:

https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/waivers/r5-2018-0085.pdf

If you have questions regarding these comments, please contact Jordan Hensley at (916) 464-4812 or Jordan.Hensley@waterboards.ca.gov.



Alexander S. Mushegan
Senior Engineer

cc: Griffen Perea, Central Valley Water Board, Redding (via email)
Steve Rosenbaum, Central Valley Water Board, Rancho Cordova (via email)

City of Woodlake
Summary of Disbursements and Payroll
City Council Meeting : May 28, 2019

PAYROLL

5/10/2019 (City)	\$52,933.77
5/10/2019 (Fire)	\$6,620.62

Gross Payroll	\$59,554.39
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DISBURSMENTS / WARRANTS

5/22/2019	\$165,739.25
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Total Disbursements	\$165,739.25
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WIRES

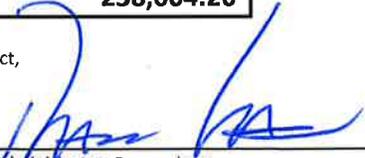
PAYROLL TAX WIRE	CITY	\$	10,902.74
	FIRE	\$	1,867.88

USDA - Water Loan
 USDA - Sewer Loan
 USDA - Airport Loan
 USDA - Fire Truck Loan

Total Wire Amount Sent Out	\$ 12,770.62
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Amount to be Approved	\$ 238,064.26
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I, Ramon Lara, certify under penalty of perjury that the above listed accounts are correct, due and payable to the best of my knowledge.



 City Administrator, Ramon Lara

Passed and adopted at a regular meeting of the City Council of the
 City of Woodlake on the 28th day of May 2019.
 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

 Mayor, Rudy Mendoza

 City Clerk, Irene Zacarias

PERIOD 1 DATING 4/21/2019- 5/04/2019 CHECK DATE 5/10/2019
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
48437	1,726.76	220	1 STUB ONLY
48438	4,107.24	208	1 STUB ONLY
48439	2,139.62	210	1 STUB ONLY
48440	992.58	206	1 STUB ONLY
48441	2,830.92	212	1 STUB ONLY
48442	1,905.69	207	1 STUB ONLY
48443	1,109.66	173	1 STUB ONLY
48444	293.67	221	1 STUB ONLY
48445	1,360.14	571	1 STUB ONLY
48446	1,841.75	535	1 STUB ONLY
48447	1,259.48	576	1 STUB ONLY
48448	1,861.57	568	1 STUB ONLY
48449	2,047.40	539	1 STUB ONLY
48450	1,474.12	575	1 STUB ONLY
48451	1,136.68	555	1 STUB ONLY
48452	1,427.48	564	1 STUB ONLY
48453	1,725.13	572	1 STUB ONLY
48454	2,977.44	549	1 STUB ONLY
48455	1,359.99	566	1 STUB ONLY
48456	1,899.77	554	1 STUB ONLY
48457	1,875.12	215	1 STUB ONLY
48458	1,557.27	134	1 STUB ONLY
48459	1,629.59	218	1 STUB ONLY
48460	1,317.39	216	1 STUB ONLY
48461	1,663.50	219	1 STUB ONLY
48462	1,339.41	217	1 STUB ONLY
48463	1,276.82	159	1 STUB ONLY
48464	2,147.85	209	1 STUB ONLY
48465	1,807.67	211	1 STUB ONLY
48466	1,028.87	214	1 STUB ONLY
48467	1,813.19	188	1 STUB ONLY

PERIOD 1 DATING 4/21/2019- 5/04/2019 CHECK DATE 5/10/2019
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
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TOTALS FOR CHECK FORM: STUB

NEGOTIABLE CHECKS	AMOUNT	NAME	COUNTS
	0.00	*EMPLOYEE CHECKS	0
	0.00	*VENDOR CHECKS	0
	0.00	*BANK CHECKS	0
	0.00	**TOTAL NEGOTIABLE CHECKS	0

OTHER CHECKS

	0.00	*MANUAL CHECKS	0
	0.00	*CANCELLED CHECKS	0
	0.00	**TOTAL FOR CHECK FORM	

NON-NEGOTIABLE CHECKS

	52,933.77	*DIRECT DEPOSIT STUBS	31
	0.00	*VENDOR DIR DEP STUBS	0

PAY INFORMATION

F E A T U R E D I S T R I B U T I O N

RUN- 5/09/2019 13:10:27 PAGE 1
 PR4B0R-V14.08 Paymate

GROSS PAY

CITY-GROSS REPORT-PAYROLL #23-2Q FY18/19
 04/21/19-05/04/19 - PAY DAY 05/10/19

EMP #	CUR AMT	CUR HRS	
215	2,666.70	91.25	
571	1,828.23	80.00	
221	318.00	26.50	
214	2,308.61	86.50	
535	2,373.54	80.00	
576	1,400.00	70.00	
568	2,247.96	85.00	
159	1,662.13	83.83	
220	2,227.07	92.00	
539	2,901.69	80.00	
575	1,853.95	81.50	
188	2,357.54	80.00	
555	1,488.00	80.00	
209	2,695.00	80.00	
564	2,062.15	80.00	
208	5,699.24	80.00	
173	1,742.76	80.00	
572	2,208.96	92.00	
549	4,384.62	80.00	
566	2,253.15	83.00	
554	2,315.08	80.00	
210	2,882.30	80.00	
211	2,792.31	80.00	
206	1,488.00	80.00	
218	2,153.04	116.00	
216	1,643.27	88.50	
219	1,870.78	103.50	
217	1,743.39	80.00	
134	2,203.28	83.00	
212	4,105.38	80.00	
207	2,736.93	80.00	
PAGE TOTALS ***	31 EMPLOYEES	72,613.06	2,542.58
FEATURE TOTALS *	31 EMPLOYEES	72,613.06	2,542.58

PAY INFORMATION

O/T T-1/2 03

F E A T U R E D I S T R I B U T I O N

CITY-O/T REPORT-PAYROLL #23-2Q FY18/19
04/21/19-05/04/19 - PAY DAY 05/10/19

RUN- 5/09/2019 13:11:22 PAGE 1
PR4B0R-V14.08 Paymate

	EMP #	CUR AMT	CUR HRS
	215	438.39	11.25
	214	173.68	4.50
	568	184.11	5.00
	159	111.36	3.83
	220	409.06	12.00
	575	50.72	1.50
	572	405.73	12.00
	566	116.00	3.00
	218	867.64	36.00
	216	225.89	8.50
	219	526.31	23.50
	134	114.67	3.00
PAGE TOTALS ***	12 EMPLOYEES	3,623.56	124.08
FEATURE TOTALS *	12 EMPLOYEES	3,623.56	124.08

PERIOD 1 DATING 4/21/2019- 5/04/2019 CHECK DATE 5/10/2019
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
48431	101.58	4023	1 STUB ONLY
48432	162.85	4049	1 STUB ONLY
48433	1,170.63	4042	1 STUB ONLY
48434	2,219.74	4018	1 STUB ONLY
48435	1,757.41	4022	1 STUB ONLY
48436	1,208.41	4041	1 STUB ONLY

TOTALS FOR CHECK FORM: STUB

NEGOTIABLE CHECKS		COUNTS
0.00	*EMPLOYEE CHECKS	0
0.00	*VENDOR CHECKS	0
0.00	*BANK CHECKS	0
0.00	**TOTAL NEGOTIABLE CHECKS	0

OTHER CHECKS

0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0
0.00	**TOTAL FOR CHECK FORM	

NON-NEGOTIABLE CHECKS

6,620.62	*DIRECT DEPOSIT STUBS	6
0.00	*VENDOR DIR DEP STUBS	0

PAY INFORMATION

F E A T U R E D I S T R I B U T I O N

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GROSS PAY

FIRE-GROSS REPORT-PAYROLL #23-2Q FY18/19
04/21/19-05/04/19 - PAY DAY 05/10/19

PR4B0R-V14.08

Paymate

	EMP #	CUR AMT	CUR HRS
	4023	110.00	10.00
	4049	180.00	12.00
	4042	1,576.93	112.00
	4018	2,813.08	80.00
	4022	2,033.05	112.00
	4041	1,576.93	112.00
PAGE TOTALS ***	6 EMPLOYEES	8,289.99	438.00
FEATURE TOTALS *	6 EMPLOYEES	8,289.99	438.00

BANK	VENDOR	CHECK#	DATE	AMOUNT
BANK BANK OF THE SIERRA				
	001086 ADSI	67025	05/22/19	330.00
	000783 AFLAC	67026	05/22/19	540.30
	000939 ALERT-O-LITE INC.	67027	05/22/19	333.82
	000655 ASPHALT COATING AND SUPP	67028	05/22/19	317.32
	001888 AVENU IN (FKA CONDUENT)	67029	05/22/19	3,204.81
	000334 BANK OF AMERICA	67030	05/22/19	5,583.49
	001315 BILL WALL'S DIRECT APPRO	67031	05/22/19	199.72
	000351 BSK ASSOCIATES	67032	05/22/19	102.00
	001750 CENTRAL VALLEY TOXICOLOG	67033	05/22/19	78.00
	001836 CISCO TIRES	67034	05/22/19	792.21
	000768 CREATIVE FORMS & CONCEPT	67035	05/22/19	388.44
	.90504 CRUZ/ARACELI	67036	05/22/19	100.00
	000646 DEARBORN NATIONAL LIFE I	67037	05/22/19	322.00
	000753 DEPARTMENT OF JUSTICE	67038	05/22/19	398.00
	001876 DIESEL DOCTOR	67039	05/22/19	865.83
	001005 DRUGTECH TOXICOLOGY SER	67040	05/22/19	228.00
	001875 E.D.I.S.	67041	05/22/19	985.00
	000887 FERGUSON ENTERPRISES, IN	67042	05/22/19	115.55
	000898 FOOTHILLS SUN-GAZETTE/TH	67043	05/22/19	272.00
	000196 FRESNO OXYGEN	67044	05/22/19	20.01
	001894 GREEN DRAGON GRAPHICS	67045	05/22/19	265.00
	000846 GUARDIAN-APPLETON	67046	05/22/19	2,919.09
	001618 HAL CRUMLY INC	67047	05/22/19	771.52
	001343 HEALTH WISE SERVICES	67048	05/22/19	150.00
	001435 I.G. HARVESTING	67049	05/22/19	1,613.22
	000807 IDEA PRINTING & GRAPHICS	67050	05/22/19	4,153.77
	001687 INTERWEST CONSULTING GRO	67051	05/22/19	670.00
	000076 JORGENSEN & CO.	67052	05/22/19	81.55
	001382 LAWRENCE TRACTOR COMPANY	67053	05/22/19	205.00
	001405 MARQUEZ/BENJAMIN	67054	05/22/19	780.00
	001815 NUTRIEN AG SOLUTIONS	67055	05/22/19	6,750.11
	000038 OFFICE DEPOT	67056	05/22/19	1,188.39
	001406 PALM OCCUPATIONAL MEDICI	67057	05/22/19	720.00
	001087 PROTECTION ONE	67058	05/22/19	60.92
	000569 ROGER VOGT'S PERFORMANCE	67059	05/22/19	1,822.32
	001489 ROMERO/ANTONIO	67060	05/22/19	386.66
	000023 SELF HELP ENTERPRISES IN	67061	05/22/19	56,715.02
	000024 SOUTHERN CALIF EDISON CO	67062	05/22/19	16,783.24
	001145 STANTEC CONSULTING SERVI	67063	05/22/19	5,560.25
	001284 TEAMSTERS LOCAL UNION NO	67064	05/22/19	396.00
	001577 TODD COMPANIES	67065	05/22/19	21,243.63
	001520 ULINE	67066	05/22/19	471.72
	001210 US BANK	67067	05/22/19	1,281.96
	000072 VALERO BROS.	67068	05/22/19	32.00
	000141 VALLEY IND & FAM MED GRP	67069	05/22/19	100.00
	001244 VOYAGER FLEET SYSTEMS IN	67070	05/22/19	21,299.59
	000027 WOODLAKE GROWERS SUPPLY	67071	05/22/19	1,092.94

BANK OF THE SIERRA

162,690.40

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ADSI RCRDS MNGMNT SYSTM 5/19	330.00	CONTRACTURAL SERVICES	001.0411.060.028		7771		141 00021
AFLAC SUPPLMNTL INS. 05/19	540.30	ACCIDENT & DIS INS WITHH	001.0000.200.038		628832		141 00023
ALERT-O-LITE INC. BARRICADES 05/2019	333.82	SPECIAL DEPARTMENT EXPEN	001.0422.060.029		0042731-IN		141 00052
ASPHALT COATING AND SUPP STENCILS 05/19	317.32	SPECIAL DEPARTMENT EXPEN	001.0422.060.029		6856		141 00054
AVENU IN (FKA CONDUENT) HOSTING/HARDWARE 5/19	3,204.81	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		002068		141 00083
BANK OF AMERICA SEARS 05/2019	149.70	SPECIAL DEPARTMENT EXPEN	001.0418.060.029				141 00085
AMAZON 05/2019	7.58	SPECIAL DEPARTMENT EXPEN	001.0418.060.029				141 00086
CA IND RUBBER 05/19	50.09	SPECIAL DEPARTMENT EXPEN	063.0463.060.029				141 00087
FRK LIFT SPECIALIST 5/19	131.59	SPECIAL DEPARTMENT EXPEN	063.0463.060.029				141 00088
LOWE'S 05/2019	124.46	SPECIAL DEPARTMENT EXPEN	001.0421.060.029				141 00089
QUALITY MFFLER SERV 5/19	10.00	SPECIAL DEPARTMENT EXPEN	063.0463.060.029				141 00090
EMBASSY SUITES 05/19	983.16	TRAINING (POST REIMBURSE	001.0411.060.036				141 00091
SMART & FINAL 05/19	55.22	CONTRACTURAL SERVICES	001.0411.060.028				141 00092
RITE AID STORES 5/19	3.80	CONTRACTURAL SERVICES	001.0411.060.028				141 00093
SMART & FINAL 05/19	106.59	SPECIAL DEPARTMENT EXPEN	001.0411.060.029				141 00094
DOLLAR GENERAL 05/19	56.39	CONTRACTURAL SERVICES	001.0411.060.028				141 00095
SCORE 05/2019	70.59	BASKETBALL EXPENSES	001.0421.060.044				141 00096
99 CENT STORE 05/2019	2.66	SPECIAL DEPARTMENT EXPEN	001.0421.060.029				141 00097
PIZZA FACTORY 05/2019	7.58	CONTRACTURAL SERVICES	001.0411.060.028				141 00098
SCORE 05/2019	158.83	BASEBALL/SOFTBALL EXP	001.0421.060.045				141 00099
USPS 05/2019	14.35	SPECIAL DEPARTMENT EXPEN	001.0402.060.029				141 00100
SCORE 05/2019	85.93	BASEBALL/SOFTBALL EXP	001.0421.060.045				141 00101
SJVALLEY PLCY CNFRM 5/19	68.49	TRAVEL, CONFERENCES & ME	001.0401.060.030				141 00102
AMAZON 05/19	137.73	BASEBALL/SOFTBALL EXP	001.0421.060.045				141 00103
AMAZON 05/2019	417.56	BASEBALL/SOFTBALL EXP	001.0421.060.045				141 00104
DICKS SPRING GOODS 5/19	175.96	BASEBALL/SOFTBALL EXP	001.0421.060.045				141 00105
AMAZON 05/19	33.36	BASEBALL/SOFTBALL EXP	001.0421.060.045				141 00106
AMAZON 05/19	31.76	BASEBALL/SOFTBALL EXP	001.0421.060.045				141 00107
NNA SERVICES 5/19	199.00	SPECIAL DEPARTMENT EXPEN	001.0403.060.029				141 00108
CARROT TOP IND. 5/19	1,647.00	COMMUNITY PROMOTION FUND	001.0409.060.066				141 00109
DICKS SPRING GOODS 5/19	69.41	BASEBALL/SOFTBALL EXP	001.0421.060.045				141 00110
DELI DELICIOUS 05/19	9.16	TRAINING EXPENSE	001.0403.060.037				141 00111
MARRIOTT 05/2019	7.00	TRAINING EXPENSE	001.0403.060.037				141 00112
EARTHLINK 05/19	11.90	SPECIAL DEPARTMENT EXPEN	001.0410.060.029				141 00113
AMAZON 05/19	65.20	BASEBALL/SOFTBALL EXP	001.0421.060.045				141 00114
NTLREST SERVSAFE 5/19	15.00	SPECIAL DEPARTMENT EXPEN	001.0401.060.029				141 00115
ADOBE 05/2019	82.98	SPECIAL DEPARTMENT EXPEN	001.0410.060.029				141 00116
AMAZON 05/19	114.84	SPECIAL DEPARTMENT EXPEN	001.0421.060.029				141 00117
AMAZON 05/2019	543.74	SPECIAL DEPARTMENT EXPEN	001.0421.060.029				141 00118
CREDIT 05/19	65.12CR	SPECIAL DEPARTMENT EXPEN	001.0421.060.029				141 00119

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BANK OF AMERICA	5,583.49	*VENDOR TOTAL					
BILL WALL'S DIRECT APPRO TRBLESHOOT 05/19	199.72	CONTRACTURAL SERVICES	001.0411.060.028		16075		141 00084
BSK ASSOCIATES WEEKLY EFFLUENT 05/19	102.00	CONTRACTURAL SERVICES	062.0462.060.028		A911107		141 00051
CENTRAL VALLEY TOXICOLOG TOXICOLOGY REPORT 5/19	78.00	CONTRACTURAL SERVICES	001.0411.060.028		288587		141 00134
CISCO TIRES SERVICES 05/2019	396.10	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		106		141 00064
SERVICES 05/2019	396.11	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		106		141 00065
	792.21	*VENDOR TOTAL					
CREATIVE FORMS & CONCEPT ACCNTS PAYABLE CKS 5/19	388.44	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		117073		141 00032
CRUZ/ARACELI CLNING DEP RFND 05/19	100.00	DEPOSITS FORM OTHERS	001.0000.200.035		RNT MAY 3,2019		141 00074
DEARBORN NATIONAL LIFE I							
CITY EMPLOYEES 05/19	3.97	HEALTH INSURANCE	001.0403.050.008		JUNE 2019		141 00075
CITY EMPLOYEES 05/19	5.30	HEALTH INSURANCE	001.0404.050.008		JUNE 2019		141 00075
CITY EMPLOYEES 05/19	2.23	HEALTH INSURANCE	001.0405.050.008		JUNE 2019		141 00075
CITY EMPLOYEES 05/19	5.22	HEALTH INSURANCE	001.0415.050.008		JUNE 2019		141 00075
CITY EMPLOYEES 05/19	2.07	HEALTH INSURANCE	001.0416.050.008		JUNE 2019		141 00075
CITY EMPLOYEES 05/19	12.62	HEALTH INSURANCE	001.0418.050.008		JUNE 2019		141 00075
CITY EMPLOYEES 05/19	6.06	HEALTH INSURANCE	001.0421.050.008		JUNE 2019		141 00075
CITY EMPLOYEES 05/19	4.56	HEALTH INSURANCE	001.0422.050.008		JUNE 2019		141 00075
CITY EMPLOYEES 05/19	12.78	HEALTH INSURANCE	061.0461.050.008		JUNE 2019		141 00075
CITY EMPLOYEES 05/19	70.98	HEALTH INSURANCE	062.0462.050.008		JUNE 2019		141 00075
CITY EMPLOYEES 05/19	56.21	HEALTH INSURANCE	063.0463.050.008		JUNE 2019		141 00075
CITY EMPLOYEES 05/19	15.60	HEALTH INSURANCE	021.0424.050.008		JUNE 2019		141 00075
CITY EMPLOYEES 05/19	5.79	HEALTH INSURANCE	029.0429.050.008		JUNE 2019		141 00075
CITY EMPLOYEES 05/19	0.45	HEALTH INSURANCE	001.0406.050.008		JUNE 2019		141 00075
CITY EMPLOYEES 05/19	1.31	HEALTH INSURANCE	060.0460.050.008		JUNE 2019		141 00075
CITY EMPLOYEES 05/19	1.85	HEALTH INSURANCE	001.0402.050.008		JUNE 2019		141 00075
PD EMPLOYEES 05/2019	115.00	HEALTH INSURANCE	001.0411.050.008		JUNE 2019		141 00076
	322.00	*VENDOR TOTAL					
DEPARTMENT OF JUSTICE FINGERPRINTS 05/19	366.00	CONTRACTURAL SERVICES	001.0411.060.028		371822		141 00071
FINGERPRINTS 05/2019	32.00	TRAINING EXPENSE	004.0414.060.037		374681		141 00006
	398.00	*VENDOR TOTAL					
DIESEL DOCTOR ENGINE 86 05/2019	865.83	VEHICLE MAINTENANCE/OPER	004.0414.060.032		43574		141 00005

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DRUGTECH TOXICOLOGY SER 2 MEMBERS 05/2019	228.00	CONTRACTURAL SERVICES	021.0424.060.028		MAY 2019		141 00001
E.D.I.S.							
EMPLOYEEES & RTREES 5/19	4.41	HEALTH INSURANCE	001.0402.050.008		JUNE 2019		141 00044
EMPLOYEEES & RTREES 5/19	9.80	HEALTH INSURANCE	001.0403.050.008		JUNE 2019		141 00044
EMPLOYEEES & RTREES 5/19	13.07	HEALTH INSURANCE	001.0404.050.008		JUNE 2019		141 00044
EMPLOYEEES & RTREES 5/19	5.49	HEALTH INSURANCE	001.0405.050.008		JUNE 2019		141 00044
EMPLOYEEES & RTREES 5/19	12.87	HEALTH INSURANCE	001.0415.050.008		JUNE 2019		141 00044
EMPLOYEEES & RTREES 5/19	5.12	HEALTH INSURANCE	001.0416.050.008		JUNE 2019		141 00044
EMPLOYEEES & RTREES 5/19	31.10	HEALTH INSURANCE	001.0418.050.008		JUNE 2019		141 00044
EMPLOYEEES & RTREES 5/19	14.94	HEALTH INSURANCE	001.0421.050.008		JUNE 2019		141 00044
EMPLOYEEES & RTREES 5/19	11.24	HEALTH INSURANCE	001.0422.050.008		JUNE 2019		141 00044
EMPLOYEEES & RTREES 5/19	31.50	HEALTH INSURANCE	061.0461.050.008		JUNE 2019		141 00044
EMPLOYEEES & RTREES 5/19	174.88	HEALTH INSURANCE	062.0462.050.008		JUNE 2019		141 00044
EMPLOYEEES & RTREES 5/19	138.49	HEALTH INSURANCE	063.0463.050.008		JUNE 2019		141 00044
EMPLOYEEES & RTREES 5/19	38.45	HEALTH INSURANCE	021.0424.050.008		JUNE 2019		141 00044
EMPLOYEEES & RTREES 5/19	14.28	HEALTH INSURANCE	029.0429.050.008		JUNE 2019		141 00044
EMPLOYEEES & RTREES 5/19	1.13	HEALTH INSURANCE	001.0406.050.008		JUNE 2019		141 00044
EMPLOYEEES & RTREES 5/19	3.23	HEALTH INSURANCE	060.0460.050.008		JUNE 2019		141 00044
PD EXPENSE 05/2019	330.00	HEALTH INSURANCE	001.0411.050.008		JUNE 2019		141 00045
FIRE DEPT. 05/2019	120.00	HEALTH INSURANCE	004.0414.050.008		JUNE 2019		141 00046
ADMIN 05/2019	0.27	HEALTH INSURANCE	001.0402.050.008		JUNE 2019		141 00047
ADMIN 05/2019	0.48	HEALTH INSURANCE	001.0403.050.008		JUNE 2019		141 00047
ADMIN 05/2019	0.64	HEALTH INSURANCE	001.0404.050.008		JUNE 2019		141 00047
ADMIN 05/2019	0.26	HEALTH INSURANCE	001.0405.050.008		JUNE 2019		141 00047
ADMIN 05/2019	0.63	HEALTH INSURANCE	001.0415.050.008		JUNE 2019		141 00047
ADMIN 05/2019	0.25	HEALTH INSURANCE	001.0416.050.008		JUNE 2019		141 00047
ADMIN 05/2019	1.52	HEALTH INSURANCE	001.0418.050.008		JUNE 2019		141 00047
ADMIN 05/2019	0.73	HEALTH INSURANCE	001.0421.050.008		JUNE 2019		141 00047
ADMIN 05/2019	0.55	HEALTH INSURANCE	001.0422.050.008		JUNE 2019		141 00047
ADMIN 05/2019	1.54	HEALTH INSURANCE	061.0461.050.008		JUNE 2019		141 00047
ADMIN 05/2019	8.57	HEALTH INSURANCE	062.0462.050.008		JUNE 2019		141 00047
ADMIN 05/2019	6.78	HEALTH INSURANCE	063.0463.050.008		JUNE 2019		141 00047
ADMIN 05/2019	1.88	HEALTH INSURANCE	021.0424.050.008		JUNE 2019		141 00047
ADMIN 05/2019	0.70	HEALTH INSURANCE	029.0429.050.008		JUNE 2019		141 00047
ADMIN 05/2019	0.05	HEALTH INSURANCE	001.0406.050.008		JUNE 2019		141 00047
ADMIN 05/2019	0.15	HEALTH INSURANCE	060.0460.050.008		JUNE 2019		141 00047
	985.00	*VENDOR TOTAL					
FERGUSON ENTERPRISES, IN SUPPLIES 05/2019	115.55	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		1455863		141 00066
FOOTHILLS SUN-GAZETTE/TH GRAD BOOK 2019 05/19	129.00	SPECIAL DEPARTMENT EXPEN	001.0403.060.029		54122		141 00135
PUBLIC NOTICE 05/2019	143.00	FIRE PREVENTION	004.0414.060.041		54125		141 00078
	272.00	*VENDOR TOTAL					
FRESNO OXYGEN MEDICAL OXYGEN 05/19	20.01	MEDICAL SUPPLIES	004.0414.060.040		62378080		141 00007

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
GREEN DRAGON GRAPHICS ADVERTISE EIGHT PG 5/19	265.00	FIRE PREVENTION	004.0414.060.041		201903013		141 00073
GUARDIAN-APPLETON							
EMPLYER CNTRBTNS 5/19	30.25	HEALTH INSURANCE	001.0403.050.008		JUNE 2019		141 00079
EMPLYER CNTRBTNS 5/19	40.36	HEALTH INSURANCE	001.0404.050.008		JUNE 2019		141 00079
EMPLYER CNTRBTNS 5/19	16.96	HEALTH INSURANCE	001.0405.050.008		JUNE 2019		141 00079
EMPLYER CNTRBTNS 5/19	39.75	HEALTH INSURANCE	001.0415.050.008		JUNE 2019		141 00079
EMPLYER CNTRBTNS 5/19	15.81	HEALTH INSURANCE	001.0416.050.008		JUNE 2019		141 00079
EMPLYER CNTRBTNS 5/19	96.02	HEALTH INSURANCE	001.0418.050.008		JUNE 2019		141 00079
EMPLYER CNTRBTNS 5/19	46.14	HEALTH INSURANCE	001.0421.050.008		JUNE 2019		141 00079
EMPLYER CNTRBTNS 5/19	34.71	HEALTH INSURANCE	001.0422.050.008		JUNE 2019		141 00079
EMPLYER CNTRBTNS 5/19	97.25	HEALTH INSURANCE	061.0461.050.008		JUNE 2019		141 00079
EMPLYER CNTRBTNS 5/19	539.86	HEALTH INSURANCE	062.0462.050.008		JUNE 2019		141 00079
EMPLYER CNTRBTNS 5/19	427.52	HEALTH INSURANCE	063.0463.050.008		JUNE 2019		141 00079
EMPLYER CNTRBTNS 5/19	118.71	HEALTH INSURANCE	021.0424.050.008		JUNE 2019		141 00079
EMPLYER CNTRBTNS 5/19	44.10	HEALTH INSURANCE	029.0429.050.008		JUNE 2019		141 00079
EMPLYER CNTRBTNS 5/19	3.49	HEALTH INSURANCE	001.0406.050.008		JUNE 2019		141 00079
EMPLYER CNTRBTNS 5/19	9.97	HEALTH INSURANCE	060.0460.050.008		JUNE 2019		141 00079
EMPLYER CNTRBTNS 5/19	13.44	HEALTH INSURANCE	001.0402.050.008		JUNE 2019		141 00079
PD EMPLOYEES 05/19	1,006.68	HEALTH INSURANCE	001.0411.050.008		JUNE 2019		141 00080
FIRE EMPLOYEES 05/19	338.07	HEALTH INSURANCE	004.0414.050.008		JUNE 2019		141 00081
	2,919.09	*VENDOR TOTAL					
HAL CRUMLY INC							
QTR CHK CTY YRD OFF 5/19	191.49	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		20029		141 00059
QTRLY CK CTY YARD 5/19	219.49	CONTRACTURAL SERVICES	062.0462.060.028		20030		141 00058
QTRLY CHK PD OFFICE 5/19	144.54	CONTRACTURAL SERVICES	001.0411.060.028		20031		141 00057
QTRLY CK PD CELL 5/19	52.47	CONTRACTURAL SERVICES	001.0411.060.028		20032		141 00056
QTR LEAK CK CTYHLL 5/19	163.53	CONTRACTURAL SERVICES	001.0410.060.028		20033		141 00055
	771.52	*VENDOR TOTAL					
HEALTH WISE SERVICES							
KIOSK MED WASTE 5/19	150.00	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		45902		141 00033
I.G. HARVESTING							
CRE BOSS/TREES 5/19	1,613.22	ORCHARD EXPENSES	062.0462.060.046		4956		141 00050
IDEA PRINTING & GRAPHICS							
WOODLAKE MAGAZINE 05/19	4,153.77	COMMUNITY PROMOTION FUND	001.0409.060.066		102944		141 00077
INTERWEST CONSULTING GRO							
7 POINTS CO2 05/2019	670.00	CONTRACTURAL SERVICES	004.0414.060.028		49248		141 00072
JORGENSEN & CO.							
SERVCIERS 05/2019	81.55	CONTRACTURAL SERVICES	001.0411.060.028		5807626		141 00082
LAWRENCE TRACTOR COMPANY							
OUTSIDE LABOR 05/2019	205.00	CONTRACTURAL SERVICES	001.0422.060.028		343095		141 00068

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MARQUEZ/BENJAMIN LIFEGUARD TRAINING 5/19	780.00	CONTRACTURAL SERVICES	001.0403.060.028		4		141 00010
NUTRIEN AG SOLUTIONS SERVICES 05/2019	6,750.11	ORCHARD EXPENSES	062.0462.060.046		38849115		141 00063
OFFICE DEPOT							
STAPLES/SUPPLIES 05/19	62.15	OFFICE SUPPLIES	001.0410.060.023		303380654001		141 00121
PADLOCK/PAPER 05/19	23.58	OFFICE SUPPLIES	001.0410.060.023		303380776001		141 00120
INDEX/TONER 05/19	382.11	OFFICE SUPPLIES	001.0410.060.023		304366269001		141 00122
SUPPLIES 05/2019	175.70	OFFICE SUPPLIES	001.0410.060.023		305471657001		141 00132
SUPPLIES 05/2019	175.70	OFFICE SUPPLIES	001.0411.060.023		305471657001		141 00133
CLR X WIPES/ TISSUES 5/19	58.66	OFFICE SUPPLIES	001.0410.060.023		305471738001		141 00128
CLR X WIPES/ TISSUES 5/19	58.67	OFFICE SUPPLIES	001.0411.060.023		305471738001		141 00129
SUPPLIES 05/19	144.74	OFFICE SUPPLIES	001.0410.060.023		306556908001		141 00123
TABLET WIPES 05/19	11.09	OFFICE SUPPLIES	001.0410.060.023		306557021001		141 00130
GLASS CLNR WIPES 5/19	8.58	OFFICE SUPPLIES	001.0410.060.023		306557021002		141 00131
DBLSIDED TAPE 05/19	22.77	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		306557022001		141 00124
MONO ADHESIVE 05/19	20.21	OFFICE SUPPLIES	001.0410.060.023		307026181001		141 00125
COUNTERFEIT DTCTR 5/19	11.94	OFFICE SUPPLIES	001.0410.060.023		307026603001		141 00126
PLASTIC WHISTLES 5/19	32.49	OFFICE SUPPLIES	001.0410.060.023		307026604001		141 00127
	1,188.39	*VENDOR TOTAL					
PALM OCCUPATIONAL MEDICI HEALTH VILLEGAS 05/19	330.00	TRAINING EXPENSE	004.0414.060.037		MAY 2019		141 00003
HEALTH PEREZ 05/19	60.00	TRAINING EXPENSE	004.0414.060.037		156123		141 00004
HEALTH PEREZ 05/2019	330.00	TRAINING EXPENSE	004.0414.060.037		156452		141 00002
	720.00	*VENDOR TOTAL					
PROTECTION ONE WWTP ALARM SYST. 05/19	60.92	CONTRACTURAL SERVICES	063.0463.060.028				141 00022
ROGER VOGT'S PERFORMANCE SERVICES 05/2019	1,822.32	CONTRACTURAL SERVICES	021.0424.060.028		30806		141 00061
ROMERO/ANTONIO CONDENSER MOTORS 5/19	386.66	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		343068		141 00062
SELF HELP ENTERPRISES IN BRAVO VILLAGE 5/19	3,000.00	CONTRACTURAL SERVICES	001.0402.060.028				141 00029
LOANS/GRNTS/ACTVTY 5/19	53,715.02	HOUSING	072.0472.060.081		WLKHMPI APR-19		141 00030
	56,715.02	*VENDOR TOTAL					
SOUTHERN CALIF EDISON CO 208 E. NARANJO 05/19	226.31	UTILITIES	004.0414.060.021				141 00008
120 N. MAGNOLIA 5/19	11.48	UTILITIES	004.0414.060.021				141 00009
CTY ADMN BLDG 5/19	567.37	UTILITIES	001.0410.060.021				141 00011
WTR DEPT 05/19	6,626.66	UTILITIES	063.0463.060.021				141 00012
MAINT. SHOP 05/2019	255.93	UTILITIES	001.0418.060.021				141 00013
PARKS 05/2019	20.89	UTILITIES	001.0421.060.021				141 00014
SEWER UTILITY 05/19	4,578.85	UTILITIES	062.0462.060.021				141 00015

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
SOUTHERN CALIF EDISON CO							
AIRPORT DEPT. 05/19	77.19	UTILITIES	041.0441.060.021				141 00016
SUBDVSN LIGHTNG 5/19	69.49	UTILITIES	029.0429.060.021				141 00017
STREETS DEPT 5/19	3,705.13	UTILITIES	001.0422.060.021				141 00018
ORCHARD 05/2019	40.73	ORCHARD EXPENSES	062.0462.060.046				141 00024
ORCHARD 05/2019	40.73	ORCHARD EXPENSES	062.0462.060.046				141 00025
ORCHARD 05/2019	294.33	ORCHARD EXPENSES	062.0462.060.046				141 00026
ORCHARD 05/2019	40.73	ORCHARD EXPENSES	062.0462.060.046				141 00027
ORCHARD 05/2019	215.39	ORCHARD EXPENSES	062.0462.060.046				141 00028
OLIVE ORCHARD 05/2019	12.03	SPECIAL DEPARTMENT EXPEN	062.0462.060.029				141 00048
	16,783.24	*VENDOR TOTAL					
STANTEC CONSULTING SERVI							
WDLK STRM WTR PROJ 5/19	3,872.25	CONTRACTURAL SERVICES	063.0463.060.028		1498471		141 00031
ONCALL RPRTING SERV 5/19	1,688.00	CONTRACTURAL SERVICES	062.0462.060.028		1510265		141 00053
	5,560.25	*VENDOR TOTAL					
TEAMSTERS LOCAL UNION NO							
WPD UNION DUES 5/19	396.00	POLICE ASS'N DUES WITHHE	001.0000.200.030		MAY 2019		141 00049
TODD COMPANIES							
MGNLIA ST IMPRVMT 5/19	12,320.23	CONSTRUCTION	022.0590.743.072				141 00042
MGNLIA ST IMPVMNT 5/19	8,923.40	CONTRACTURAL SERVICES	062.0462.060.028				141 00043
	21,243.63	*VENDOR TOTAL					
ULINE							
GLOVES 05/2019	471.72	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		108254082		141 00067
US BANK							
CITY PRINTER 05/19	837.29	CONTRACTURAL SERVICES	001.0410.060.028		384547659		141 00019
PD PRINTER 05/2019	444.67	CONTRACTURAL SERVICES	001.0411.060.028		384547659		141 00020
	1,281.96	*VENDOR TOTAL					
VALERO BROS.							
PROPANE 05/2019	32.00	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		4236		141 00069
VALLEY IND & FAM MED GRP							
DOT PHYSCL EXAM 5/19	100.00	SPECIAL DEPARTMENT EXPEN	021.0424.060.029		375355		141 00060
VOYAGER FLEET SYSTEMS IN							
PD FUEL 05/2019	4,582.85	VEHICLE GASOLINE	001.0411.060.035				141 00034
CITY FUEL 05/19	870.65	VEHICLE MAINTENANCE/OPER	001.0422.060.032				141 00035
CITY FUEL 05/19	87.06	VEHICLE MAINTENANCE/OPER	001.0415.060.032				141 00035
CITY FUEL 05/19	1,218.87	VEHICLE MAINTENANCE/OPER	062.0462.060.032				141 00035
CITY FUEL 05/19	1,218.87	VEHICLE MAINTENANCE/OPER	063.0463.060.032				141 00035
CITY FUEL 05/19	87.06	VEHICLE MAINTENANCE/OPER	001.0421.060.032				141 00035
TRANSIT FUEL 05/19	1,039.80	VEHICLE MAINT/OPERATIONS	021.0424.060.032				141 00036
FIRE DEPT FUEL 5/19	829.14	VEHICLE GASOLINE	004.0414.060.035				141 00037
PD FUEL 05/19	5,286.78	VEHICLE GASOLINE	001.0411.060.035				141 00038
CITY FUEL 05/2019	934.35	VEHICLE MAINTENANCE/OPER	001.0422.060.032				141 00039
CITY FUEL 05/2019	93.43	VEHICLE MAINTENANCE/OPER	001.0415.060.032				141 00039

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
VOYAGER FLEET SYSTEMS IN							
CITY FUEL 05/2019	1,308.05	VEHICLE MAINTENANCE/OPER	062.0462.060.032				141 00039
CITY FUEL 05/2019	1,308.05	VEHICLE MAINTENANCE/OPER	063.0463.060.032				141 00039
CITY FUEL 05/2019	93.43	VEHICLE MAINTENANCE/OPER	001.0421.060.032				141 00039
TRANSIT FUEL 05/2019	1,262.78	VEHICLE MAINT/OPERATIONS	021.0424.060.032				141 00040
FIRE DEPT FUEL 05/19	1,078.42	VEHICLE GASOLINE	004.0414.060.035				141 00041
	21,299.59	*VENDOR TOTAL					
WOODLAKE GROWERS SUPPLY							
DOOR/PANELS 05/2019	1,092.94	CONTRACTURAL SERVICES	001.0411.060.028		248847		141 00070

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CITY OF WOODLAKE
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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:	162,690.40						

RECORDS PRINTED = 000203

Schedule of Bills

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE APPROVED BY
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ACS FINANCIAL SYSTEM
05/22/2019 17:

Check Register

CITY OF WOODLAKE
GL540R-V08.12 PAGE 1

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BANK	BANK OF THE SIERRA				
001521	MIERZWINSKI/MICHAL	14029	05/22/19	565.19	
001233	QUEST DIAGNOSTICS LABS	14030	05/22/19	12.74	
001733	DEMERA MD/RICHARD	14031	05/22/19	50.32	
001285	VISALIA FAMILY PRACTICE	14032	05/22/19	7.85	
	BANK OF THE SIERRA			636.10	***

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
DEMERA MD/RICHARD ALLERGY 05/2019	50.32	HEALTH INSURANCE	001.0411.050.008			147 00003
MIERZWINSKI/MICHAL						
XRAY 05/2019	10.86	HEALTH INSURANCE	001.0403.050.008			147 00001
XRAY 05/2019	14.49	HEALTH INSURANCE	001.0404.050.008			147 00001
XRAY 05/2019	6.09	HEALTH INSURANCE	001.0405.050.008			147 00001
XRAY 05/2019	14.27	HEALTH INSURANCE	001.0415.050.008			147 00001
XRAY 05/2019	5.67	HEALTH INSURANCE	001.0416.050.008			147 00001
XRAY 05/2019	34.47	HEALTH INSURANCE	001.0418.050.008			147 00001
XRAY 05/2019	16.56	HEALTH INSURANCE	001.0421.050.008			147 00001
XRAY 05/2019	12.46	HEALTH INSURANCE	001.0422.050.008			147 00001
XRAY 05/2019	34.91	HEALTH INSURANCE	061.0461.050.008			147 00001
XRAY 05/2019	193.81	HEALTH INSURANCE	062.0462.050.008			147 00001
XRAY 05/2019	153.48	HEALTH INSURANCE	063.0463.050.008			147 00001
XRAY 05/2019	42.61	HEALTH INSURANCE	021.0424.050.008			147 00001
XRAY 05/2019	15.83	HEALTH INSURANCE	029.0429.050.008			147 00001
XRAY 05/2019	1.25	HEALTH INSURANCE	001.0406.050.008			147 00001
XRAY 05/2019	3.58	HEALTH INSURANCE	060.0460.050.008			147 00001
XRAY 05/2019	4.85	HEALTH INSURANCE	001.0402.050.008			147 00001
	565.19	*VENDOR TOTAL				
QUEST DIAGNOSTICS LABS						
SERVICES 05/2019	0.24	HEALTH INSURANCE	001.0403.050.008			147 00002
SERVICES 05/2019	0.32	HEALTH INSURANCE	001.0404.050.008			147 00002
SERVICES 05/2019	0.13	HEALTH INSURANCE	001.0405.050.008			147 00002
SERVICES 05/2019	0.32	HEALTH INSURANCE	001.0415.050.008			147 00002
SERVICES 05/2019	0.12	HEALTH INSURANCE	001.0416.050.008			147 00002
SERVICES 05/2019	0.77	HEALTH INSURANCE	001.0418.050.008			147 00002
SERVICES 05/2019	0.37	HEALTH INSURANCE	001.0421.050.008			147 00002
SERVICES 05/2019	0.28	HEALTH INSURANCE	001.0422.050.008			147 00002
SERVICES 05/2019	0.78	HEALTH INSURANCE	061.0461.050.008			147 00002
SERVICES 05/2019	4.36	HEALTH INSURANCE	062.0462.050.008			147 00002
SERVICES 05/2019	3.45	HEALTH INSURANCE	063.0463.050.008			147 00002
SERVICES 05/2019	0.96	HEALTH INSURANCE	021.0424.050.008			147 00002
SERVICES 05/2019	0.35	HEALTH INSURANCE	029.0429.050.008			147 00002
SERVICES 05/2019	0.02	HEALTH INSURANCE	001.0406.050.008			147 00002
SERVICES 05/2019	0.08	HEALTH INSURANCE	060.0460.050.008			147 00002
SERVICES 05/2019	0.19	HEALTH INSURANCE	001.0402.050.008			147 00002
	12.74	*VENDOR TOTAL				
VISALIA FAMILY PRACTICE						
LAB/DIAGNOSTIC 05/19	0.15	HEALTH INSURANCE	001.0403.050.008			147 00004
LAB/DIAGNOSTIC 05/19	0.20	HEALTH INSURANCE	001.0404.050.008			147 00004
LAB/DIAGNOSTIC 05/19	0.08	HEALTH INSURANCE	001.0405.050.008			147 00004
LAB/DIAGNOSTIC 05/19	0.19	HEALTH INSURANCE	001.0415.050.008			147 00004
LAB/DIAGNOSTIC 05/19	0.07	HEALTH INSURANCE	001.0416.050.008			147 00004
LAB/DIAGNOSTIC 05/19	0.47	HEALTH INSURANCE	001.0418.050.008			147 00004
LAB/DIAGNOSTIC 05/19	0.23	HEALTH INSURANCE	001.0421.050.008			147 00004
LAB/DIAGNOSTIC 05/19	0.17	HEALTH INSURANCE	001.0422.050.008			147 00004
LAB/DIAGNOSTIC 05/19	0.48	HEALTH INSURANCE	061.0461.050.008			147 00004

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
VISALIA FAMILY PRACTICE						
LAB/DIAGNOSTIC 05/19	2.69	HEALTH INSURANCE	062.0462.050.008			147 00004
LAB/DIAGNOSTIC 05/19	2.13	HEALTH INSURANCE	063.0463.050.008			147 00004
LAB/DIAGNOSTIC 05/19	0.59	HEALTH INSURANCE	021.0424.050.008			147 00004
LAB/DIAGNOSTIC 05/19	0.21	HEALTH INSURANCE	029.0429.050.008			147 00004
LAB/DIAGNOSTIC 05/19	0.01	HEALTH INSURANCE	001.0406.050.008			147 00004
LAB/DIAGNOSTIC 05/19	0.04	HEALTH INSURANCE	060.0460.050.008			147 00004
LAB/DIAGNOSTIC 05/19	0.14	HEALTH INSURANCE	001.0402.050.008			147 00004
	7.85	*VENDOR TOTAL				

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CITY OF WOODLAKE
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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
REPORT TOTALS:	636.10					

RECORDS PRINTED = 000049

Schedule of Bills

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE APPROVED BY
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ACS FINANCIAL SYSTEM
05/16/2019 15:

Check Register

CITY OF WOODLAKE
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BANK	VENDOR	CHECK#	DATE	AMOUNT	
BANK	BANK OF THE SIERRA				
001265	TULARE COUNTY CLERK	67024	05/16/19	2,412.75	
	BANK OF THE SIERRA			2,412.75	***

ACS FINANCIAL SYSTEM
05/16/2019 15:

Check Register

CITY OF WOODLAKE
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BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				2,412.75

RECORDS PRINTED - 000001

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
TULARE COUNTY CLERK MITIGATED NEG DEC. 5/17	2,412.75	SPECIAL DEPARTMENT EXPEN	001.0405.060.029		GSFC-MND		142 00001

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CITY OF WOODLAKE
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VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DESCRIPTION							
REPORT TOTALS:	2,412.75						

RECORDS PRINTED - 000001

Schedule of Bills

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE APPROVED BY
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City of Woodlake

AGENDA ITEM IV-C

May 28, 2019

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Approval of the City Administrator Employment Agreement

BACKGROUND:

The City Council of the City of Woodlake and the City Administrator entered into an employment agreement on April 23, 2018. The terms of the agreement were for a period of 60 months commencing on July 1, 2018 and continuing until June 30, 2023. Annually the City Council will provide the City Administrator with an employee evaluation and review her/his employee agreement.

DISCUSSION:

After preliminary discussions, the attached agreement is being presented for Council approval. The City Council and the City Administrator will meet annually, to review the Administrator's performance. The agreement is being renewed and will run from July 1, 2019 through June 30, 2024. The changes to the attached agreement are listed below:

- The agreement is being renewed and will run from July 1, 2019 through June 30, 2024.

There are no other changes to the previous agreement.

RECOMMENDATIONS:

No recommendations.

FISCAL IMPACT:

There is no current fiscal impact. The agreement terms fall within the Fiscal Year 2019/2020 City of Woodlake budget.

ATTACHMENTS:

1. Resolution: Approval of the City Administrator Employment Agreement
2. City Administrator Employment Agreement

BEFORE THE CITY COUNCIL
OF THE CITY OF WOODLAKE
COUNTY OF TULARE
STATE OF CALIFORNIA

In the matter of:

APPROVAL OF THE CITY) Resolution No.
ADMINISTRATOR EMPLOYMENT)
AGREEMENT)

Councilmember _____, offered the following resolution and moved its adoption. Approval of the City Administrator Employment Agreement.

WHEREAS, the City Council annually reviews and renegotiates the performance and compensation of the City Administrator; and

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE that the City approves the attached City Administrator employment agreement, which shall be in affect from July 1, 2019, and continuing until June 30, 2024.

The foregoing resolution was adopted upon a motion of Councilmember _____, and seconded by Councilmember _____ and carried by the following vote at the City Council meeting held on May 28, 2019.

AYES:

NOES:

ABSTAIN:

ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

CITY ADMINISTRATOR EMPLOYMENT
AGREEMENT

between the

City of Woodlake

and

Ramon Lara

dated

May 28, 2019

CITY ADMINISTRATOR EMPLOYMENT
AGREEMENT
between the
City of Woodlake
and
Ramon Lara

1. Parties and Date

This Agreement is entered into as of May 29, 2019 by and between the City of Woodlake, California, a municipal corporation (the “City”), and Ramon Lara, an individual (the “City Administrator”). The City and the City Administrator are sometimes individually referred to as a “Party” and collectively as “Parties.”

- A. The City requires the services of a City Administrator.
- B. The City Administrator has the necessary education, experience, skills and expertise to serve as the City’s City Administrator; and
- C. The City Council of the City (the “City Council”) desires to employ the City Administrator to serve as the City Administrator of City.
- D. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code Section 53260 et seq.
- E. In consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this Agreement.

2. Employment

The City hereby employs the City Administrator as its City Administrator, and the City Administrator hereby accepts such employment.

3. Commitments and Understandings

A. The City Administrator's Commitments

(1) Duties & Authority

(a) The City Administrator shall be the chief executive officer of the City and be responsible to the City Council for the proper administration of all affairs of the City.

(b) The City Administrator shall perform all of the duties of the City Administrator as set forth in Section 2.08 of the Woodlake Municipal Code (the "Municipal Code"), The California Government Code, and City policies and procedures approved by the City Council, as may be provided from time to time.

(c) The City Council may also designate the City Administrator as the chief executive of other City-related legal entities. Such other legal entities could include financing authorities, and joint powers authorities.

(d) The City Administrator shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement City Council policies.

(e) To accomplish this, the City Administrator shall have the power and shall be required to:

(i) Attend all meetings of the City Council, unless excused by the Mayor, and take part in the discussion of all matters before the City Council. The City Administrator shall receive notice of all regular and special meetings of the City Council.

(ii) Review all agenda documents before preparing the agenda for any regular or special meetings of the City Council. The City Administrator may publicly endorse or oppose any proposed agenda items placed on the agenda by persons other than the City Administrator or the City Administrator's staff.

(iii) Direct the work of all elective and appointive City officers and departments that are the concern and responsibility of the City Council, except those that are directly

appointed by or report directly to the City Council. The City Administrator may undertake any study or investigation the City Administrator believes is necessary or desirable and shall make any study or investigation the City Council directs. The City Administrator shall endeavor to implement changes that the City Administrator believes will result in greater efficiency, economy, or improved public service in the administration of City affairs.

(iv) Recommend to the City Council from time to time, adoption of such measures as the City Administrator may deem necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative services.

(v) Consolidate or combine offices, positions, departments, or units under the City Administrator's jurisdiction. The City Administrator may be the head of one or more City departments.

(vi) Conduct research in administrative practices in order to bring about greater efficiency and economy in City government, and develop and recommend to the City Council long-range plans to improve City operations and prepare for future City growth and development.

(vii) Provide management training and develop leadership qualities among department heads and staff as necessary to build a City management team that can plan for and meet future challenges.

(viii) Exercise control of City government in emergencies as authorized by the Municipal Code and California law.

(2) Hours of Work

(a) The City Administrator is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Administrator's position. The City Administrator does not have set hours of work as the City Administrator is expected to be available at all times.

(b) It is recognized that the City Administrator must devote a great deal of time to the business of the City outside of the City's customary office hours, and to that end the City Administrator's schedule of work each day and week shall vary in accordance with the work required to be performed. The City Administrator shall spend sufficient hours on site to perform the City Administrator's duties; however, the City Administrator has discretion over the City Administrator's work schedule and work location.

(3) Disability or inability to perform

In the event the City Administrator becomes mentally or physically incapable of performing the City Administrator's functions and duties with reasonable accommodation and it reasonably appears such incapacity will last for more than six months, the City Council may terminate the City Administrator. If the City Council does elect to terminate the City Administrator due to incapacity, the City Administrator shall receive all severance benefits provided in Section 7.C below.

B. City Commitments

(1) The City shall provide the City Administrator with the compensation, incentives and benefits, specified elsewhere in this Agreement.

(2) The City shall provide the City Administrator with a private office, staff, office equipment, supplies, automobile allowance, and all other facilities and services adequate for the performance of the City Administrator's duties.

(3) The City shall pay for or provide the City Administrator reimbursement for all actual business expenses.

(4) The City agrees to pay the professional dues and subscriptions on behalf of the City Administrator which are necessary for the City Administrator's continuation and full participation in national, regional, state, or local associations and organizations necessary and desirable for the good of the City, and for the City Administrator's continued professional participation and advancement.

(5) The City agrees to pay the travel and subsistence expenses of the City Administrator to pursue official and other functions for the City, and meetings and occasions to continue the professional development of the City Administrator, including, but not limited to, national, regional, state, and local conferences, and governmental groups and committees upon which the City Administrator serves as a member.

(6) The City also agrees to pay for the travel and subsistence expenses of the City Administrator for short courses, institutes and seminars that are necessary for the good of the City or for the professional development of the City Administrator.

C. City Council Commitments

(1) The City Council sets policy for the governance and administration of the City, and it implements its policies through the City Administrator.

(2) The City Council recognizes that to meet the challenges facing the City they must

exercise decisive policy leadership. As one step in carrying out this leadership responsibility, the City Council commits to spending time each year outside of regular City Council meetings to work with the City Administrator and staff on setting goals and priorities for the City government, and to work on issues that may be inhibiting the maximum achievement of City goals.

(3) Except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors, and consultants solely through the City Administrator or the City Administrator's designee, and neither the City Council nor any member thereof shall give orders to any subordinate of the City Administrator, either publicly or privately.

(4) The City Council agrees none of its individual members will order the appointment or removal of any person to any office or employment under the supervision and control of the City Administrator.

(5) The City Council agrees that any criticism of a City staff member shall be done privately through the City Administrator.

(6) Neither the City Council nor any of its members shall interfere with the execution of the powers and duties of the City Administrator. The City Administrator shall take orders and instructions from the City Council only when it is sitting as a body in a lawfully held meeting.

D. Mutual Commitments

(1) Performance Evaluation

(a) Annual performance evaluations are an important way for the City Council and City Administrator to ensure effective communications about expectations and performance.

(b) The City Council recognizes that for the City Administrator to respond to its needs and to grow in the performance of the City Administrator's job, the City Administrator needs to know how the City Council Members evaluate the City Administrator's performance.

(c) To assure that the City Administrator gets this feedback, the City Council shall conduct an evaluation of the City Administrator's performance at least once each year. The City Council and the City Administrator agree that performance evaluations, for the purpose of mid-course corrections, may occur quarterly or several times during each calendar year. The Parties may use an outside facilitator paid by City funds to assist

them in conducting this evaluation, at the option of the City Council.

(d) While performance evaluations for the purpose of midcourse corrections may occur several times during the year; the annual evaluation shall occur between March or April of each year.

4. COMPENSATION

The City agrees to provide the following compensation to the City Administrator during the term of the agreement:

A. Compensation & Required Employer Costs

(1) Base Salary

(a) The Base salary for the City Administrator will be determined in a resolution of the City Council.

(b) The City Administrator shall be paid at the same intervals and in the same manner as regular City employees.

(c) The City shall not at any time during the term of this Agreement reduce the base salary, compensation or other financial benefits of the City Administrator, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of all City department heads.

(2) Required Employer Costs

(a) Medicare.

(b) Unemployment Compensation.

(c) Public Employees Retirement System (PERS).

The City contracts with the California Public Employees' Retirement System for retirement benefits. The City will pay the City's share as mandated by PERS for participation in the Public Employees' Retirement System.

(d) City Administrator is responsible for his/her PERS contribution.

(e) The cost of any fidelity or other bonds required by law for the City Administrator.

(f) The cost to defend and indemnify the City Administrator as provided in Section 8.E below.

(g) Workers Compensation.

B. Basic Benefits

(1) Holidays

The City Administrator is entitled to the same paid holidays as department heads as stated in the Personnel Rules and Regulations.

(2) Leave Allowance

The City Administrator shall receive the same vacation and sick leave accrual and benefits as provided to department heads except that the City Administrator may accrue earned vacation until a cap of 400 hours. Sick leave time has no accrual cap but the City Administrator may only be reimbursed for 350 hours of sick time. The City Administrator shall be paid for any unused accrued vacation or sick leave upon either voluntary or involuntary termination of employment.

(3) Automobile

The City Administrator shall be provided a monthly automobile allowance of \$700.00 in exchange for making a vehicle available for the City Administrator's own use and for City-related business and/or functions during, before and after normal work hours. By the City Administrator making the City Administrator's personal automobile available for use, the City Administrator is not precluded from using City vehicles for City business during, before, and after the normal workday on occasion, when appropriate.

(4) Benefits that Accrue to Other City Employees

The City Administrator shall be entitled to all benefits, rights, and privileges accorded to non-public safety City Department Directors except as otherwise provided in this Agreement. If there is any conflict between this Agreement and any resolution fixing compensation and benefits for non-public safety City Department Directors or other unclassified employees, this Agreement shall control.

5. SEPARATION

A. Resignation/Retirement

The City Administrator may resign at any time and agrees to give the City at least 30 days advance written notice of the effective date of the City Administrator's resignation, unless the Parties otherwise agree in writing. If the City Administrator retires from full time public service with the City, the City Administrator may provide six months' advance notice. The City Administrator's actual retirement date will be mutually established.

B. Termination & Removal

(1) Administrator is an at-will employee serving at the pleasure of the City Council as provided in Government Code Section 36506.

(2) The City Council may remove the City Administrator at any time, with or without cause, by a majority vote of its members. Notice of termination shall be provided to the City Administrator in writing. Termination as used in this shall also include request that the City Administrator resign, a reduction in salary or other financial benefits of the City Administrator (including a general City Management salary reduction), a material reduction in the powers and authority of the City Administrator, or the elimination of the City Administrator's position. Any such notice of termination or act constituting termination shall be given at or effectuated at a duly noticed regular meeting of the City Council.

(3) The City Administrator shall not be removed during the 60-day period preceding or following any City election for membership on the City Council, or during the 60-day period following any change in membership of the City Council, except upon unanimous vote of the City Council.

(4) Given the at-will nature of the position of City Administrator, an important element of the employment agreement pertains to termination. It is in both the City's interest and that of the City Administrator that any separation of the City Administrator is done in a businesslike manner.

C. Severance Pay

(1) *In the event the City Administrator is terminated by the City Council during such time that the City Administrator is willing and able to perform the City Administrator's duties under this Agreement, then in that event the City agrees to pay the City Administrator a lump sum cash payment equal to twenty-four months base salary then in effect as provided in 4.A(1) above.*

(2) In addition, the City shall extend to the City Administrator the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). The City agrees to pay the City Administrator's COBRA coverage for the first 30 (thirty) days.

(3) In the event the City refuses, following written notice of noncompliance, to comply with any provision in this Employment Agreement benefiting the City Administrator, or the City Administrator resigns following a suggestion, whether formal or informal, by a majority of the City Council that the City Administrator resign, then, in that event, the City Administrator may, at the City Administrator's option, be deemed to be "terminated" as of the date of such refusal to comply or suggestion to resign and this severance pay provision shall be actuated.

(4) All payments required under Sections 7.C(1), (2), and (3) are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260.

D. Involuntary Resignation

(1) In the event that the City Council formally or a majority of the City Council informally asks the City Administrator to resign, then the City Administrator shall be entitled to resign and still receive the severance benefits provided in Section 7.C above.

(2) The City Administrator has relied upon the provisions of the Municipal Code upon entering into this Agreement, as it pertains to the City Administrator's role, powers, duties, authority, responsibilities, compensation and benefits. In the event the City Council adds, deletes or amends the Municipal Code without the consent of the City Administrator, and such addition, deletion or amendment is inconsistent with the terms of this Agreement and the City Administrator's role, powers, duties, authority, responsibilities, compensation and benefits as currently provided, then the City Administrator shall have the right, at the City Administrator's sole option, to give the City Council notice that such amendment(s) constitute a request by the City Council for the City Administrator's involuntary resignation.

(3) Upon receipt of such notice the City Council shall have thirty days in which to do one of the following: (a) rescind the amendment(s); (b) renegotiate this Agreement to the City Administrator's satisfaction; (c) confirm that the City Administrator is being asked to involuntarily resign; or (d) take no action. In the event that either (c) or (d) occurs, or the City is unable to accomplish (b), then the City Administrator shall be entitled to resign and still receive the severance benefits provided in Section 7.C above.

E. Separation for Cause

(1) Notwithstanding the provisions of Section 7.C, the City Administrator may be terminated for cause. As used in this section, "cause" shall mean only one or more

the following:

- (a) Conviction of a felony;
- (b) Continued abuse of non-prescription drugs or alcohol that materially affects the performance of the Administrator's duties; or
- (c) Repeated and protracted unexcused absences from the City Administrator's office and duties.

(2) In the event the City terminates the City Administrator for cause, then the City may terminate this Agreement immediately, and the City Administrator shall be entitled to only the compensation accrued up to the date of termination, payments required by Section 7.F below, and such other termination benefits and payments as may be required by law. The City Administrator shall not be entitled to any severance benefits provided by Section 7.C.

(3) In the event the City terminates the City Administrator for cause, the City and the City Administrator agree that neither Party shall make any written or oral statements to members of the public or the press concerning the City Administrator's termination except in the form of a joint press release which is mutually agreeable to both Parties. The joint press release shall not contain any text or information that would be disparaging to either Party. Provided, however, that either Party may verbally repeat the substance of any such press release in response to inquiries by members of the press or public.

F. Payment for Unused Leave Balance

(1) On separation from City employment, the City Administrator shall be paid for all unused accrued leave allowances provided in Section 4.B(2) above. Accumulated leave balances shall be paid at the City Administrator's monthly salary rate at the effective date of separation.

(2) In the event the City Administrator dies while employed by the City under this Agreement, the City Administrator's beneficiaries or those entitled to the City Administrator's estate, shall be entitled to the City Administrator's earned salary, and any in-lieu payments for accrued benefits, including compensation for the value of all accrued leave balances.

8. MISCELLANEOUS PROVISIONS

A. Term

- (1) Initial Term

The Initial Term shall be for a period of 60 months commencing on July 1, 2019, and continuing until June 30, 2024, (the initial "Termination Date").

(2) Subsequent Terms

The parties agree to meet on or about April 2020 to discuss terms and conditions of a subsequent agreement.

B. Provisions that Survive Termination

Sections of this Agreement are intended by their terms to survive the City Administrator's termination of employment with the City, including but limited to Sections 8.E. These sections, and the others so intended, shall survive termination of employment and termination of this Agreement.

C. Amendments

This Agreement may be amended at any time by mutual agreement of the City and the City Administrator. Any amendments are to be negotiated, put in writing, and adopted by the City Council.

D. Conflict of Interest

(1) The City Administrator shall not engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active City employment, providing such acts do not constitute a conflict of interest as defined herein.

(2) The City Administrator shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the City Administrator's City employment.

(3) The City Administrator is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

E. Indemnification

(1) To the full extent of the law as provided by the California Torts Claims Act (Government Code Section 810 et seq.) and the indemnity provisions of this

Agreement, whichever shall provide the greatest protection to the City Administrator, the City or any other Agency (including Joint Powers Authority), jointly and severally, shall defend and indemnify the City Administrator against and for all losses sustained by the City Administrator in direct consequences of the discharge of the City Administrator's duties on the City's behalf for the period of the City Administrator's employment.

(2) The City shall defend, save harmless and indemnify the City Administrator against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the City Administrator's duties as City Administrator. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

(3) Whenever the City Administrator shall be sued for damages arising out of the performance of the City Administrator's duties, the City shall provide defense counsel for the City Administrator in such suit and indemnify the City Administrator from any judgment rendered against the City Administrator; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in the City Administrator's capacity as City Administrator, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that the City Administrator may have under the law.

(4) The City and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the City Administrator, while acting within the scope of the City Administrator's duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the City or any party affiliated with or otherwise claiming under or through it, regardless of any prior, concurrent, or subsequent active or passive negligence by the City Administrator.

(5) In the event that the City Administrator shall serve as the chief executive of other City-related legal entities as provided in Section 3.A(1)(c) above, then each provision of this Section 8.E shall be equally applicable to each City-related legal entity as though set forth in an indemnity agreement between the City Administrator and that legal entity. The City hereby guarantees the performance of this indemnity obligation by the City-related legal entity, and shall indemnify and hold the City Administrator harmless against any failure or refusal by City or related legal entity to perform its obligations

under this Section 8.E

F. Severability

If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the Parties hereto.

G. Laws Affecting Title

In addition to those laws affecting a City Administrator, the City Administrator shall have the same powers, rights and responsibilities as a Chief Executive Officer, City Administrative Officer, Administrator, and/or City Administrator as those terms are used in local, state or federal laws.

H. Jurisdiction and Venue

This Contract shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Tulare County, California.

I. Entire Agreement

This Contract represents the entire agreement of the Parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by a written, fully executed agreement of the Parties.

J. Notice

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which the City Administrator or the City shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail or hand-delivered to the respective Parties as follows:

- (1) If to the City:
City of Woodlake
City Clerk
350 N. Valencia Blvd.
Woodlake, CA 93286

- (2) If to the City Administrator:
Ramon Lara
20709 Ave. 328
Woodlake, CA 93286

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

“City”

CITY OF WOODLAKE
A Municipal Corporation

By: _____
Ramon Lara, City Administrator

By: _____
Rudy Mendoza, Mayor
ATTEST:

By: _____
Irene Zacarias, City Clerk
APPROVED AS TO FORM:

By: _____
Mario U. Zamora, City Attorney

City of Woodlake

AGENDA ITEM V-A

May 28, 2019

Prepared by Jason Waters, City Staff

SUBJECT:

Action: Adoption of Resolution: Approve the Community Development Block Grant (CDBG) Program Income (PI) Reuse Agreement, Authorize the City Administrator to Execute the CDBG PI Reuse Agreement, and Submit to the State Department of Housing and Community Development (HCD) – **PUBLIC HEARING**

BACKGROUND:

The City of Woodlake receives Program Income (PI) from the repayment of loans made with Community Development Block Grant (CDBG) funds. The CDBG PI Reuse Agreement governs the administration and utilization of PI received as a result of activities funded under the State CDBG Program.

DISCUSSION:

Reuse of PI must comply with specific requirements and can only be used for CDBG-eligible activities. The State Department of Housing and Community Development (HCD) has provided a CDBG PI Reuse Plan Agreement template to assist jurisdictions maintain compliance with Federal requirements.

The City must have a CDBG PI Reuse Agreement in order to utilize its CDBG PI funds.

CDBG regulations require that the City conduct a Public Hearing as part of the Council's consideration of the PI Reuse Agreement. A public notice was published in the May 22, 2019, issue of the Foothills Sun-Gazette notifying the public of the Public Hearing and notices were posted in the City's customary places.

Upon adoption of the PI Reuse Agreement by the City Council and approval by HCD, the City will hold a Public Hearing to discuss possible uses for the City's Program Income and prepare a Waiver request to HCD for approval to expend funds.

RECOMMENDATIONS:

Staff recommends that the City Council approve the Community Development Block Grant (CDBG) Program Income (PI) Reuse Agreement, authorize the City Administrator to execute the CDBG PI Reuse Agreement, and submit to the State Department of Housing and Community Development (HCD).

FISCAL IMPACT:

PI revenues will be spent on eligible projects and programs as approved by HCD.

ATTACHMENTS:

1. Resolution: Approval of the Community Development Block Grant (CDBG) Program Income (PI) Reuse Agreement, Authorize the City Administrator to Execute the CDBG PI Reuse Agreement, and Submit to the State Department of Housing and Community Development (HCD)
2. PI Reuse Agreement
3. Sign-In Sheet

BEFORE THE CITY COUNCIL
OF THE CITY OF WOODLAKE
COUNTY OF TULARE
STATE OF CALIFORNIA

In the matter of:

APPROVING THE COMMUNITY)	Resolution No.
DEVELOPMENT BLOCK GRANT (CDBG))	
PROGRAM INCOME (PI) REUSE AGREEMENT)	
AND AUTHORIZING THE CITY)	
ADMINISTRATOR TO EXECUTE THE CDBG)	
PI REUSE AGREEMENT)	

Councilmember _____, offered the following resolution and moved its adoption. Approval of the amendment to the agreement between the County of Tulare and the City of Woodlake for 24-hour emergency dispatch and communication services.

WHEREAS, the City of Woodlake, a political subdivision of the State of California, receives income from the repayment of loans made with Community Development Block Grant (CDBG) funds; and

WHEREAS, the State Department of Housing and Community Development (HCD) has provided a CDBG Program Income (PI) Reuse Agreement template to assist jurisdictions maintain compliance with Federal requirements; and

WHEREAS, the City desires to enter into the CDBG PI Reuse Agreement.

IT IS NOW THEREFORE RESOLVED THAT, the City of Woodlake approves the Community Development Block Grant Program Income Reuse Agreement and authorizes the City Administrator to execute the CDBG PI Reuse Agreement.

The foregoing resolution was adopted upon a motion of Councilmember _____, and seconded by Councilmember _____, and carried by the following vote at the City Council meeting held on May 28, 2019.

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
(CDBG)
PROGRAM INCOME (PI) REUSE AGREEMENT

Execution of the this Program Income (PI) Reuse Agreement by both the Jurisdiction and the California, State Department of Housing and Community Development (Department) provides official notification of the Department's approval for the Jurisdiction to expend PI funds under the State's administration of the Federal Community Development Block Grant Program (CDBG) for (1) State Non-Entitlement Jurisdictions; and (2) former State Non-Entitlement Jurisdictions that are now Entitlement Jurisdictions; pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, and 25 California Code of Regulations (CCR), Sections 7050 et seq. CDBG funding is listed in the Catalog of Federal Domestic Assistance as 14.228 - CDBG Community Development Block Grant Program. The Agreement also includes asset repayments from activities administered under Disaster Recovery Initiative (DRI) contracts.

By completing this PI Reuse Agreement and signing the end of this document, the Authorized Representative certifies the Jurisdiction has read, understands and will adhere to the PI Reuse Overview and Process discussed in the first section of this document, the Jurisdictional Certifications in the second section of this document, and Department of Housing and Community Development (hereinafter Department) terms and conditions in the third section of this document.

SECTION ONE: OVERVIEW AND PROCESS

JURISDICTION: _____

GOVERNING BODY ADOPTED ON: _____

This PI Reuse Agreement establishes policies and procedures for the administration and utilization of PI received as a direct result of eligible activities funded under CDBG and DRI contracts with the Department. *For payments generated under DRI contracts, while the funding was loaned under DRI, when a payment is received, per DRI regulation, the payment becomes CDBG PI.*

Applicability of this Agreement:

This PI Reuse Agreement between the Jurisdiction and Department is required by CDBG Federal Regulation. This Agreement allows Jurisdictions receiving repayments from CDBG and DRI assets to spend those PI funds in the absence of an active Department CDBG grant contract. This Agreement applies to all current Department-eligible Non-Entitlement Jurisdictions and HUD Entitlement Jurisdictions that are receiving Department Non-Entitlement PI funds (CDBG and DRI).

RECEIPT OF PROGRAM INCOME

Pursuant to the definition of PI found at 24 CFR 570.489(e)(2), repayments of assets generated from use of CDBG funds received by the Jurisdiction from the Department are PI. These repayments of loans, lease payments, and proceeds of asset sales will be deposited into one of three separate local PI accounts depending on what activity generated the PI. It is possible that the Jurisdiction may have up to three separate accounts with which to manage PI.

1. If the Jurisdiction has a Department approved Revolving Loan Fund (RLF) for Housing and/or Economic Development (ED), any PI from Housing or ED activities must be deposited into the RLF associated with the activity that generated the PI.

This means:

- a. Housing PI must be deposited into the Housing RLF.
- b. ED PI must be deposited into the ED RLF.

Note: *The accounts for each RLF must be separate accounts, however, both must be interest bearing.*

2. If RLF(s) are not approved for use, the Jurisdiction must deposit all CDBG repayments into a single regular PI account which must be separate from either of the RLF accounts, but it must also be interest bearing.
3. If repayment comes from a loan or asset that was originally paid with CDBG and non-CDBG funds, the PI accounting and reporting must reflect the correct amounts and proportions of CDBG PI and non-CDBG funds invested in the asset. Only the CDBG portion of the repayment is deposited into one of the three PI accounts.

OVERVIEW OF WAYS TO USE PROGRAM INCOME

There are five (5) ways to manage PI under the Agreement. They are:

1. *Expend PI and RLF monies first on active grant contract activities;*
2. *Expend PI for General Administration (GA) Activities (up to allowable limits);*
3. *Expend through an approved PI Revolving Loan Fund (RLF);*
4. *Expend PI on an approved waiver activity when no active contract is in force; and,*
5. *Return PI annually to the Department.*

The undersigned Jurisdiction certifies that PI will be expended first when there is an active grant contract with the Department. PI being received when there is no active grant contract will be deposited into separate accounts for approved activities under this Agreement (via GA, PI Waiver or RLF) and only be distributed and expended, as follows:

1. Expend PI and RLF Monies First on Active Grant Contract Activities:

If the undersigned Jurisdiction has an active grant contract with the Department, all PI on hand must be expended on open grant activities, prior to requesting grant funds from the Department.

If the undersigned Jurisdiction has a Department approved PI Revolving Loan

Fund (RLF) per this Agreement, and has an active grant contract which includes the same eligible CDBG activity as the RLF, the RLF monies must be expended first before requesting any contract funds from the Department. PI must always be expended first on active contract activities, prior to requesting grant contract funds.

See the Chapter on Program Income and Revolving Loan Funds in the Department's CDBG Grant Management Manual (GMM) for additional information regarding use of PI to pay costs for activities under an active grant contract in the Department.

2. **Expend PI General Administration (PI GA) for GA Activities (up to allowable limits)**

The undersigned Jurisdiction must track a calculation of up to seventeen percent (17%) of PI received annually for eligible GA costs. However, the seventeen percent (17%) PI GA only applies to PI received that is **not** generated by a RLF activity.

PI, including PI GA, must be expended first, prior to requesting funds from the Department under an active grant contract. PI GA funds cannot be held and used only as PI GA costs are incurred. All PI must be spent prior to the next funds request submitted. The Jurisdiction can choose to keep an accounting of the total amount of PI GA available for use based on all regular PI received and report this on Department PI Reports semi-annually.

PI GA funds cannot be used for planning studies or technical assistance activities, these activities can only be funded under awarded grant contracts. See the PI Chapter for further details on eligible PI GA activities under this Agreement.

3. **Expend PI through an approved PI Revolving Loan Fund (RLF):**

To establish one or both of the RLFs discussed below, the undersigned Jurisdiction must submit formal written request for Department approval using the required process included with this Agreement.

The undersigned Jurisdiction agrees to all the Department's RLF requirements as stated in this Agreement and detailed in the GMM Chapter.

The two RLFs and their corresponding definitions, as permitted by this Agreement, are:

A. Housing Revolving Loan Fund (RLF)

Eligible housing activities under this RLF include:

- I. Housing Rehabilitation (HR) - Single Unit Residence program for **owner and/or tenant occupied** properties. Matrix code **14A**.
- II. Housing Rehabilitation (HR) - 2-4 Units program for **tenant occupied**

properties. Matrix code **14B**.

- III. Housing Acquisition (HA) - Single-family program for homebuyer assistance. Matrix code **13**.

B. Economic Development (ED) Revolving Loan Funds (RLF)

Eligible ED activities under this RLF include:

- I. Business Assistance (BA) program (direct financial assistance to a for-profit business). Matrix code **18A**; and,
- II. Microenterprise Financial Assistance (ME Loans) program. Matrix code **18C**.

The undersigned Jurisdiction will ensure that their programs have appropriate and up-to-date Guidelines and will administer the programs according to CDBG Regulations and policies and procedures. Per the above activities Grant Management Manual Chapters, Program Guidelines must comply with those rules. **Note:** *CDBG is now requiring that Housing Rehabilitation Guidelines (1-4 Units) be separated into two guidelines: Owner-Occupied (1-unit) and Tenant-Occupied (1-4 Units). At minimum the Housing Rehabilitation Guidelines must be separate by two sections.*

Department written approval must be received before incurring any activity or activity delivery costs associated with implementing any activities under the approved RLF. All approved RLF projects, will be required to be reported to the Department via the applicable CDBG Set-up/Completion reports.

4. Expend PI on an Approved PI Waiver Activity when no active contract is in force.

The undersigned Jurisdiction may only utilize the Department's PI Waiver process when it has no active grant contracts with the Department. Once there are no active contracts with the Department, the undersigned Jurisdiction can have up to two active eligible CDBG activities approved by the Department, for which PI may be expended. Waivers will consist of a single program, service or single project activity. If it is a single program activity, it cannot be the same program activity as funded under an approved RLF.

The undersigned Jurisdiction will follow all PI Waiver procedural requirements as stated in the PI Chapter of the GMM.

Written Department approval is required before expending any PI funds on a Waiver activity. Each Waiver activity must clear the activity General Conditions, and any Special Conditions, which include Federal overlays as posted on Department's webpage.

A PI Waiver project can only be approved if the total project / program cost for the proposed activity is on hand in the Jurisdiction's PI account. Future PI may not be committed for PI Waivers.

The undersigned Jurisdiction understands that PI Waiver activities are limited to two active projects, services and/or programs, and will remain active until close out has been completed and approved by the Department. Each approved Waiver activity will be set up with the Department using current Set-Up Report.

The undersigned Jurisdiction understands if they receive a subsequent award of CDBG funds, upon execution of the new grant contract all waiver activities are to be completed first, after which, PI must be expended first on the active grant contract activities. PI Waivers will not be included in the grant, because Supplemental activities will be included in contracts.

5. Return PI to the Department

The undersigned Jurisdiction has the option to return PI back to the Department. However, semi-annual and annual reports are still required to confirm PI being returned.

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SECTION TWO: PROCEDURES AND USE OF PROGRAM INCOME

Since CDBG is a Federal funding source, Citizen Participation is required when utilizing any of the five (5) ways to use PI listed above. Those requirements are incorporated below.

The _____ certifies that:

1. **Resolution:**

The PI Reuse Agreement was formally adopted via resolution on _____ by the Jurisdiction's Governing Body, executed by the Authorized Representative and submitted to the Department with certified copy of the approving resolution attached for full execution.

2. **Citizen Participation:**

Each of the processes discussed in this Agreement will be carried out in compliance with the CDBG Citizen Participation process, as specified in Federal Regulations at 24 CFR 570.486, and Jurisdiction's public hearing requirements.

3. **Governing Compliance:**

The undersigned Jurisdiction certifies the administration of all CDBG eligible activities conducted under the above described Ways to Spend PI, will be conducted in compliance with all current State and Federal Regulations and policies, including all applicable GMM chapters and Department Management Memorandums.

4. **Ineligible Activities and Costs:**

The undersigned Jurisdiction acknowledges that if ineligible activities or costs are paid for with CDBG PI, those funds must be returned to the Jurisdiction's PI or RLF account (whichever account expended ineligible funds) using local Jurisdiction funds.

The undersigned Jurisdiction acknowledges that ineligible activities or costs paid for with PI under an active grant contract must be repaid to the Department using local non-Federal funds.

5. **Jurisdictions Leaving the State Non-Entitlement Program and Jurisdictions Entering the State Non-Entitlement Program:**

The undersigned Jurisdiction certifies that it will follow these procedures when leaving or entering the State CDBG Program:

A. 24 CFR 570.489(e)(3)(iii) Transfer of program income to Entitlement program.

Jurisdictions that were State CDBG Program participants but become entitlement communities or part of an urban agreement, have the following options for PI and RLFs:

PI not associated with a RLF, the jurisdiction must:

- 1) Complete the process to certify they will be reporting the State PI into the Entitlement Programs process, including receipting the CDBG proceeds into IDIS; or,
- 2) Return all State CDBG PI to the Department, the amounts on hand once the HUD agreement is signed and as it is received until all PI generated by State CDBG funding has been returned.

PI in an approved RLF:

Entitlement jurisdictions and those who are part of an urban agreement may keep their RLF(s) and monies within an RLF as long as the following is met:

- 1) They have a State PI Reuse Agreement signed by the Department and the City/County Authorized Representative.
- 2) Agree to operate the RLF under the Department's RLF rules going forward.
- 3) Report all expenditures and accounting of RLF(s), as required by the Department.
- 4) The Jurisdiction shall be required to have: a) loan servicing policies and procedures; and, b) asset management policies and procedures, pursuant to the Department's Grant Management Manual Chapter on Asset and Real Property Management.

B. 24 CFR 570.489(e)(3) (iv) Transfer of program income of grantees losing Entitlement status.

Upon entry into the State CDBG Program, a unit of general local government that has lost or relinquished its Entitlement status must submit a letter to the Department, signed by the Authorized Representative stating which of the following options the jurisdiction will be implementing. Keep in mind, that retaining Entitlement PI while participating in the State CDBG Program will require PI reporting for both sets of funding. Entitlement PI and any PI generated by State CDBG fund cannot be comingled.

Within 90 days of leaving the Entitlement Program to join the State CDBG

Program, the jurisdiction must certify that it will either:

- 1) Retain PI generated under Entitlement grants and continue to comply with Entitlement Program requirements for PI, including reporting it into IDIS or the urban county; or,
- 2) Retain the PI and transfer it to the State CDBG Program, in which case the jurisdiction must comply with the State's rules for PI and RLF contained in this Agreement and current PI Chapter in the Department's CDBG Grant Management Manual.

6. Requirements of Program Income

This PI Reuse Agreement is intended to satisfy the requirements specified in Federal Statute and Regulation at Section 104(j) of the Housing and Community Development Act ("the Act"), as amended in 1992 and 24 CFR 570.489(e) and (f). These statutory and regulatory sections permit a unit of local government to retain PI for CDBG-eligible activities, with Department approval. Under Federal Guidelines adopted by the State of California's CDBG Program, local governments are permitted to retain PI as long as the local government has received advance approval from the State of a local agreement that will govern the expenditure of the PI. This Agreement has been developed to meet that requirement when an active contract between the Department and the undersigned Jurisdiction is not in force.

The undersigned Jurisdiction certifies their PI will be used to fund eligible CDBG activities that meet a National Objective and any public benefit requirements. Eligible activities, National Objective and public benefit requirements are specified in Federal Statute at Sections 104(b), 105(a) of The Housing and Community Development Act of 1974, and in Federal Regulations at 24 CFR 570.482 and 24 CFR 570.483. The Jurisdiction understands, if it is determined that an activity/project funded with PI that does not meet a National Objective and/or meet the public benefit requirement, the Jurisdiction will be required to use its own local funds to repay the PI Account.

7. Definition of Program Income

"Program Income" means gross income earned by the Jurisdiction from grant-funded activities and is subject to CDBG regulatory requirements pursuant to 24 CFR, Part 570.489(e) - Program Administrative Requirements as amended in the CDBG Final Rule, 24 CFR, Part 570.504 - Program Income, 24 CFR Part 85 – Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, and OMB Circulars A-87 and A-122 as applicable. These regulations include the requirement that the Jurisdiction record the receipt and expenditure of PI as part of the financial transactions of the grant activity(ies).

For activities generating PI that are only partially funded with CDBG funds, such income is prorated to reflect the actual percentage of CDBG participation. Examples of PI include but are not limited to: payments of principal and interest

on housing rehabilitation or business loans made using CDBG funds; interest earned on PI pending its disposition; interest earned on funds that have been placed in a revolving loan account; net proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds; and, income (net of costs that are incidental to the generation of the income) from the use or rental of real property that has been acquired, constructed or improved with CDBG funds and that is owned (in whole or in part) by the participating Jurisdiction or Subrecipient.

8. Fiscal Reporting of Program Income Receipts, Deposits and Disbursements

The undersigned Jurisdiction certifies that CDBG PI will be accounted for using the Department's fiscal year timeframe (July 1 to June 30). All receipts of PI or RLF revenue (and the depositing of those funds into separate account(s)), and expenditures of PI in accordance with this PI Reuse Agreement, will be monitored and reported per the Department's fiscal year cycle. The undersigned Jurisdiction certifies that they will report using the Department's reports/forms and will submit them in a timely manner.

9. Duration of This Program Income Reuse Agreement

The undersigned Jurisdiction certifies that it and its Governing Body understand that this document is effective for five (5) years from the execution date by the authorized CDBG Representative listed in this Agreement. At that time unless here are no further CDBG PI assets generating repayments, or the Jurisdiction has become a HUD entitlement Jurisdiction and uses these funds for entitlement activities, a new PI Reuse Agreement will be submitted to the Department. The Department has the Authority to void the Agreement with notice for cause.

10. Program Income General Administration (PI GA)

- A. After the PI Reuse Agreement is executed, the Jurisdiction reserves the right to calculate and track up to seventeen percent (17%) of PI received pursuant to Section 1, item 2 above, for payment of eligible PI GA costs. PI GA will not be calculated for any RLF deposits. As noted above, these funds cannot be set aside since all PI must be expended first on whatever CDBG cost must be paid, however tracking the amount of PI GA generated by the Jurisdiction's PI revenue permits the Jurisdiction to use that amount on eligible CDBG costs that don't have to meet a National Objective, and ensures the Department is not exceeding the administrative funding cap of twenty percent (20%), as set by Federal statute.
- B. If more funds are expended than what is available under PI GA calculation, the Jurisdiction will be required to return the over-expended PI GA amount back into their PI Account.
- C. Ineligible PI GA costs will be required to be returned to their PI Account.
- D. PI GA funds, once approved for use, may be used to pay for costs

associated with receiving Department approval of PI activities funded under this Agreement. Before submitting any proposed PI activities (Waivers or RLF) for Department approval, the Jurisdiction must hold at least one formal public hearing to discuss eligible activities and proposed PI activities. Department recommends that this public hearing be conducted to review current fiscal year PI activities and proposed and possible activities for future Department applications.

11. Revolving Loan Funds (RLFs)

- A. Pursuant to the criteria noted below, the undersigned Jurisdiction may be eligible to request Department approval of the Housing RLF and/or the ED RLF.
- B. RLFs listed under the Agreement will only be utilized after the Jurisdiction submits written certification and receives written Departmental approval certifying that the proposed RLF meets the Department's definition as follows:
 - 1) There are existing loans and assets from past RLF eligible activities that can be reasonably expected to generate repayments.
 - 2) The existing loans and assets have generated at least one loan repayment in the current fiscal year.
- C. The two RLFs and their respective CDBG eligible activities listed in this Agreement will be administered under the guidance and requirements provided in this Agreement and in the Department's current GMM Chapter on PI, and any subsequent policy, regulation, or statutory guidance from the Department.
- D. Pursuant to Management Memorandum 14-05 and/or the current PI Chapter in the GMM, the undersigned Jurisdiction certifies acknowledgement that the Department reserves the right to cancel the grantee's RLF and require the funds to be returned to the Department as a corrective action for significant, ongoing non-compliance with RLF rules.
- E. The two (2) RLFs listed below each have a multiple eligible CDBG Program activities. All CDBG rules pertaining to eligible RLF Program activities, including Department written approval for establishing, will be followed.

1) Housing Revolving Loan Fund

Eligible housing activities under this RLF include:

- i. Housing Rehabilitation (HR) - Single Unit Residence program for owner and/or tenant occupied properties. Matrix code **14A**.
- ii. Housing Rehabilitation (HR) - 2-4 Units program for owner and/or tenant occupied properties. Matrix code **14B**.
- iii. Housing Acquisition (HA) - Single-family program for homebuyer assistance. Matrix code **13**.

2) Economic Development (ED) Revolving Loan Funds (RLF)

Eligible ED activities under this RLF include:

- i. Business Assistance (BA) program (direct financial assistance to a for-profit business). Matrix code **18A**.
 - ii. Microenterprise Financial Assistance (ME Loans) program. Matrix code **18C**.
- F. Each approved RLF will offer all eligible activities under the RLF definition.
- G. Separate and formally adopted City/County Program Guidelines for each eligible activity must be completed by the Jurisdiction before requesting Department approval of a RLF. Program Guidelines and their approval date will be reviewed at monitoring.
- H. The undersigned Jurisdiction acknowledges that although all eligible activities under each approved RLF must be available, the Jurisdiction has the discretion to fund RLF loans for the activity or activities they deem to address the greatest need in their community.
- I. RLF receipts on deposit may be used for one or both single-family housing program activities. Although each Housing activity is required to be approved by the Department for use under the RLF, the Jurisdiction may choose to only operate one activity at a time or all three simultaneously.
- J. In addition, each approved RLF will meet the following criteria:
- 1) RLFs will operate on a fiscal year of July 1 to June 30 for accounting and performance reporting.
 - 2) Jurisdictions will set up RLFs as separate accounts (Housing and ED RLF accounts must be separate) with separate fund and transaction numbers. All other CDBG funds received as PI must be accounted for in a separate account.
 - 3) All accounts set up pursuant to 2.G.2 will be interest bearing.
 - 4) RLF monies will be expended first when the same RLF activity is funded under an awarded active grant contract.
 - 5) RLF projects may be funded with both RLF monies and an active grant contract.
 - 6) RLFs programs will not provide grants to eligible project activities. Thus, activities under an active contract that are funded using only grants rather than loans will use contract funds not RLF monies to pay for the activity. RLF Program activities that are also funded under an active contract, but limited to only grants to projects, will not require RLF funds to be spent first on the active grant activities.
 - 7) The RLFs will primarily provide financing instruments that will revolve, (i.e., loans), RLFs cannot fund projects primarily or solely with grants or forgivable loans.
 - 8) RLF receipts from loans or assets generated from the same program

activity (i.e., single-family housing rehabilitation loan repayments) will only be deposited into a Housing RLF. Thus, repayments from the same program activities that go into an RLF must be used for originating loans for the same program activities.

- 9) RLF PI balances will not be moved to another approved RLF account or to the Jurisdiction's regular PI account. The Department may use a State or Federal disaster declaration to formally allow for re-purposing of PI funds by the Jurisdiction. Funds approved by the Department for re-purposing to meet an urgent need are considered PI and must be expended first under active grant contracts or under approved waivers, if there is no active contract.
- 10) RLFs that become depleted of funds and do not have additional asset repayments to sustain revolving activities, such that no longer meeting the Department's RLF definition, will be canceled by the Department.
- 11) RLF PI received and deposited is not allowable for PI GA expenses thus, seventeen percent (17%) cannot be set aside as with Jurisdictions with separate PI accounts.
- 12) RLFs with no annual revolving activities (i.e., approved loans) are not able to be used by the Jurisdiction for reimbursement of non-revolving costs; therefore, activity delivery (AD) costs are not eligible. **AD costs are only eligible if one or more projects are funded and accomplishment data (i.e., beneficiaries) for those activity(ies), on an annual basis, are reported.**
- 13) RLF projects must be documented as meeting a National Objective. If a project does not meet a National Objective, then all expenses associated with the project (activity and activity delivery funds) must be repaid to the RLF with non-Federal funds.
- 14) Given that RLF revenue cannot be "banked" to remain eligible, a RLF must revolve. To meet the definition of revolving, the undersigned Jurisdiction will not have more than \$100,000 on deposit in an RLF within a fiscal year without making at least one loan. Nor will the undersigned Jurisdiction have more than \$500,000 on hand even if making loans each fiscal year.
- 15) The undersigned Jurisdiction certifies they are aware that the Department will address excess funds and revolving compliance by issuing finding letters to the grantee which could result in the Department cancelling the grantee's RLF, which immediately converts the funds to PI; and, therefore, must be used prior to drawing down grant funds.
- 16) RLF activity delivery funds (AD) may be used to pay for loan servicing costs.
- 17) Loan servicing costs under the RLFs are not eligible as PI GA costs, but are eligible AD costs. As such, loan servicing costs are only eligible if one or more loans are made in a fiscal year.
- 18) Citizens of the Jurisdiction must be the primary beneficiaries of all RLF

Program activities.

- 19) Financial and performance reporting on RLF projects will be done using current CDBG eligible activity Set Up and Completion Report forms, which will collect National Objective data and beneficiary demographics, as HUD required accomplishment information.
- 20) Additional financial reports for RLF PI deposits and expenditures will be done twice a year using the Department's current PI fiscal reporting forms.
- 21) The Jurisdiction will be required to repay the RLF account for ineligible costs or activities with local non-Federal funds.
- 22) Housing RLF Programs will meet the CDBG National Objective of benefit to Low/Moderate-income (Low/Mod) households, per 24 CFR Part 5 and in accordance with the Department's Income Manual.

K. Activity Specific Requirements:

1) Housing RLF:

- a. All Housing Rehabilitation and Homeownership Assistance Programs will only fund projects that meet a National Objective and comply with other State and Federal requirements, including Department Management Memorandums and GMM Chapters on Housing Rehabilitation, Multi-Family Rehabilitation (2-4 units) and Homeownership Assistance Activities.
- b. No more than nineteen percent (19%) of funds expended for **Housing Rehabilitation** in the RLF will be used for AD costs on an annual fiscal basis.
- c. No more than eight percent (8%) of funds expended in a fiscal year for **Homeownership Assistance** will be used to reimburse eligible AD costs.
- d. AD costs are not eligible until one loan is approved, closed and project beneficiary information is submitted.
- e. Projects cannot be provided grants.

2) ED RLF:

- a. Both ED Programs will only fund projects that meet a National Objective and comply with other State and Federal requirements, including Department Management Memorandums and GMM Chapters on **ME Loans** and **BA** Activities.
- b. For **ME Loans**, income eligibility must be met per 24 CFR Part 5 and in accordance with the Department's Income Manual. For **BA**, income eligibility is done based on meeting National Objective standard of providing jobs to Low/Mod income persons or area benefit for goods or services.
- c. No more than 15 percent (15%) of the total funds expended for **BA** or **ME Loans** activities shall be used to reimburse Jurisdiction for

eligible activity delivery (AD) costs on an annual fiscal basis.

- d. Annual AD costs are not eligible until one loan is approved, closed and project beneficiary information is submitted.
- e. For **BA**, local review and underwriting of business assistance projects requesting a CDBG loan under this RLF shall be conducted under the BA Program Guidelines that have been adopted by the Governing Body of the undersigned Jurisdiction.
- f. For ME Loans, the CDBG eligible activity of direct financial assistance to eligible microenterprise businesses will be conducted under this RLF. Local review and approval of microenterprise financial assistance projects requesting a CDBG loan under this RLF shall be conducted under the undersigned Jurisdiction's ME Loan Program Guidelines that have been adopted by the Governing Body. **Note:** *This subsection applies to Microenterprise loans only, not ME grants. Financial Assistance that is solely a grant cannot be made through an RLF.*

12. Loan Portfolio and Asset Management Policies and Costs

- A. The undersigned Jurisdiction certifies that it has asset management policies and loan portfolio servicing policies that are in compliance with HUD standards per 24 CFR Part 570, OMB Circulars A-87, A-122, A-133 and 24 CFR Part 85.
- B. The use of CDBG funds creates public financial assets. The public financial assets created can be in the form of loans or other repayment instruments which result in PI. Financial assets may also be in the form of real property or chattel (equipment and fixtures). All assets created from the use of CDBG funds must be administered in compliance with OMB Circulars A-87, A-122, A-133, 24 CFR Part 85. These policies will be used for managing all CDBG assets, including those which generate PI and RLF PI.
- C. General Administration PI funds may be used to reimburse the Jurisdiction for loan servicing and asset management costs. If the Jurisdiction has no PI GA available, GA funds from active grant contracts may be used to pay for eligible loan servicing costs.

13. Program Income Waivers

- A. The PI Waiver Submission Process will only be conducted when the undersigned Jurisdiction has no active grant contract(s) with the Department.
- B. The process below will be followed if a PI Waiver is to be requested:
 - 1) All PI Waiver requests will be submitted on approved Departmental forms for the Department's written approval.
 - 2) After the Department's review of the activity for eligibility and National

Objective compliance, the PI Waiver will be formally adopted via public hearing and resolution of the Jurisdiction's Governing Body, as part of the PI Waiver General (and Special Conditions if applicable) Clearance process.

- 3) Expenditure of PI Waiver funds will not commence until clearance of all required General and Special Conditions have been met and written Departmental approval has been issued to the Jurisdiction.
 - 4) Possible Waiver activities will be discussed at a properly noticed public hearing, held in front of the Jurisdiction's Governing Body, prior to submission of a Certified Resolution, as part of a PI Waiver Request to the Department.
 - 5) The PI Waiver request must be submitted in accordance with current Department policy, and any subsequent policy, regulation or statutory guidance.
 - 6) PI Waiver activity reporting will be submitted per current Departmental policies and includes financial accounting of all PI received and expended, including PI Waivers and PI Waiver activity performance.
 - 7) PI Waiver activities must be fully funded with PI already on hand.
 - 8) Only two (2) PI Waivers may be open and active at any one time.
 - 9) RLF funds will not be used for PI Waivers, since RLF monies must be expended on the activity that generated the payments.
 - 10) PI Waivers will not be approved for the same program activities for approved RLFs.
- C. PI GA and PI Waiver financial and performance reporting will be done using current CDBG eligible activity Set Up and Completion Reports forms, which will collect National Objective data and beneficiary demographics for HUD required accomplishment information.
- D. Additional financial reports for PI GA, PI Waivers, PI deposits and expenditures will be done semi-annually using the Department's current PI fiscal reporting forms.
- E. Ineligible costs will be required to be repaid to the PI Account. In some cases with ongoing significant compliance issues, the Department reserves the right to require the jurisdiction return all PI to the Department until it is satisfied that the jurisdiction has resolved all compliance issues.

14. Program Income Not Associated with an RLF

- A. Provided the undersigned Jurisdiction has made the Department aware at the beginning of the fiscal year they intend to exercise the \$35,000 Rule, PI which is received annually that has a cumulative amount up to \$35,000 (RLF receipts are not included in the \$35,000 Rule calculation) may be "re-categorized" as non-CDBG funds. In electing to exercise the \$35,000 Rule, the Jurisdiction agrees not to expend CDBG revenue until either the fiscal year ends or the amount received goes above \$35,000, at which point the

jurisdiction must consider the revenue as CDBG PI and must use it, first prior to drawing CDBG contract funds.

- B. The undersigned Jurisdiction certifies that it acknowledges, if it has PI on hand and has not applied for or been awarded CDBG funds within the past three NOFAs, the Jurisdiction will be required to submit a PI Expenditure Plan for its PI on hand. The plan must be submitted via the CDBG PI Waiver process. If the Jurisdiction does not initiate the request, the Department will send the Jurisdiction a letter requiring submission of the plan within a set time frame. If the Jurisdiction does not respond to the Department's letter, the Jurisdiction will be required to return all PI on hand to the Department, regardless of the amount of PI.

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SECTION THREE: DEPARTMENT TERMS, CONDITIONS AND AUTHORIZATION

TERMS AND CONDITIONS: The undersigned Jurisdiction certifies that all terms and conditions listed below have been read and understood, and will be implemented and followed:

1. Authority & Purpose

This Agreement provides official notification of the Jurisdiction's PI Reuse Agreement's approval under the State's administration of the Federal CDBG for Non-entitlement Jurisdictions pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, and 25 California Code of Regulations (CCR), Sections 7050 et seq. The Program is listed in the Catalog of Federal Domestic Assistance as 14.228 - Community Development Block Grant Program.

In accepting the PI Reuse Agreement approval, the Jurisdiction agrees to comply with the terms and conditions of this Agreement, all exhibits hereto and the representations contained in the Jurisdiction's PI Reuse Agreement. Any changes made to the PI Reuse Agreement after this Agreement is accepted must receive prior written approval from the Department.

2. Distribution for Reuse of PI

A. The Jurisdiction shall perform PI funded activities as described in the Distribution for Reuse in the PI Reuse Agreement. All written materials or alterations submitted as addenda to the original PI Reuse Agreement and which are approved in writing by the Department are hereby incorporated as part of the PI Reuse Agreement.

The Department reserves the right to require the Jurisdiction to modify any or all parts of the PI Reuse Agreement in order to comply with CDBG requirements. The Department reserves the right to review and approve all work to be performed by the Jurisdiction in relation to this Agreement. Any proposed revision to the work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made in writing by the Department.

B. All PI funded activities must be approved by the Department prior to implementation or incurring activity costs (clear the activity General and any Special Conditions, which include Federal overlays, as posted on Department's webpage). All eligible activities shall principally benefit Low/Mod-income persons or households or businesses residing in the

Jurisdiction. HUD defines Low/Mod as having an annual income that is no more than 80 percent (80%) of the county median area income, adjusted for household size.

3. Sufficiency of Funds and Termination

The Department may terminate this Agreement at any time for cause. The Jurisdiction will have at least 14 days upon receipt of the Departments written notice. Termination shall consist of violations of any terms and/or conditions of this Agreement, upon the request of HUD, or withdrawal of the Department's expenditure authority.

The Department reserves the right, for any significant on-going non-compliance with RLF or PI rules, to cancel any RLF and require all RLF and PI funds to be returned to the Department.

4. Meeting National Objectives

All activities performed under this Agreement must meet one of the National Objectives determined by the HUD CDBG statutes and regulations. Use the CDBG National Objective Matrix to determine the correct standard for each activity conducted under this Agreement. National Objectives are authorized under Title I of the Housing and Community Development Act of 1974, as amended.

- A. **Benefit to HUD defined Low/Mod-income person or household (LMI).**
The term Low/Mod-income is defined under CDBG as no more than 80 percent (80%) of the median area income, as determined by HUD, per Federal Regulation 24 CFR, Part 570.483(b); and/or,
- B. **Prevention or elimination of slums or blight** when activity qualifies per Federal Regulation 24 CFR, Part 570.483(c). Jurisdictions may only use this National Objective after submitting a written request to the Department and receiving written authorization; or,
- C. Jurisdictions may use the National Objective of Urgent Need, per Federal Regulation 24 CFR, Part 570.483(d), if a formal written request is made to the Department and the request is authorized in writing.

5. Inspections of Activities

- A. The Department reserves the right to inspect any activity(ies) performed hereunder to verify that the activity(ies) is in accordance with the applicable Federal, State and/or local requirements and this Agreement.
- B. The Jurisdiction shall inspect any activity performed by contractors and subrecipients hereunder to ensure that the activity(ies) is in accordance with the applicable Federal, State and/or local requirements and this Agreement.

The Jurisdiction agrees to require that all activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor (respectively), or subrecipient, until it is so corrected.

6. Insurance

The Jurisdiction shall have and maintain in full force and effect during the term of this Agreement such forms of insurance, at such levels as may be determined by the Jurisdiction and the Department to be necessary for specific components of the activity(ies) described in this Agreement.

7. Contractors and Subrecipients

A. The Jurisdiction shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

- 1) Contractors are defined as program operators or construction contractors who are procured competitively.
- 2) Subrecipients are defined as public or private non-profit agencies or organizations and certain (limited) private for-profit entities who receive CDBG funds from an awarded Jurisdiction to undertake eligible activities.

B. An agreement between the Jurisdiction and any contractor or subrecipient shall require:

- 1) Compliance with the applicable State and Federal requirements of this Agreement, which pertain to, among other things, labor standards, non-discrimination, Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace; and, Compliance with the applicable provisions relating to Labor Standards/Prevailing Wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
- 2) Maintenance of, at minimum, the State-required Workers' Compensation Insurance for those employees who will perform the activity(ies) or any part of it.
- 3) Maintenance of, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm or corporation, who may be injured or

damaged by the contractor, or any subcontractor in performing the activity(ies) or any part of it.

- 4) Compliance with the applicable Equal Opportunity Requirements described in this Agreement.

C. Contractors shall:

- 1) Perform the activity(ies) in accordance with Federal, State and local housing and building codes, as are applicable.
- 2) Provide security to assure completion of the project by furnishing the borrower and construction lenders with Performance and Payment Bonds, or other security approved in advance in writing by the Department.

D. Subrecipients shall:

- 1) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of five (5) years from date of termination of this Agreement, or five (5) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement, and any amendments, whichever is later.
- 2) Permit the State, Federal government, the Bureau of State Audits, the Department and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation and all other materials relevant to the agreement for the purpose of monitoring, auditing or otherwise examining said materials.

8. Obligations of the Jurisdiction with Respect to Certain Third Party Relationships

The Jurisdiction shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Activities funded under this Agreement with respect to which assistance is being provided under this Agreement to the Jurisdiction. Jurisdiction is responsible to oversee any third party contractors or subrecipients and monitor their work for CDBG compliance.

The Jurisdiction shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Jurisdiction, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974.

9. Periodic Reporting Requirements

During the term of this Agreement, the Jurisdiction must submit the following reports by the dates identified, respectively, or as otherwise required at the discretion of the Department. The Jurisdiction's performance under this Agreement will be based, in part, on whether it has submitted the reports on a timely basis.

- A. Semi-Annual PI Expenditure/Performance Report: Submit by January 31 and July 31 of each year regardless of whether or not the Jurisdiction has any unexpended PI. PI Waivers or open Grants with no accomplishments are not excluded to the reporting requirement.
- B. Annual Federal Overlay Reporting: Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State Fiscal Year. Annual Reporting includes but is not limited to: Section 3 and Minority Owned Business/Women Owned Business (MBE/WBE).
- C. Wage Compliance Reports: Semi-annual Wage Compliance Reports are to be submitted by October 7 and April 7 during the entire construction period. The final Wage Compliance Report is to be submitted thirty (30) days after construction is completed.
- D. Set-Up and Completion Reports for each eligible activity as posted on the Department's webpage.
- E. Any other reports that may be required as a General/Special Condition of this Agreement.

10. Monitoring Requirements

The Department shall perform a program and/or fiscal monitoring of the activity(ies). The Jurisdiction shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department. If findings are not adequately resolved in a timely manner, the Department may deduct points from the Jurisdiction's performance score on future applications.

Additionally, the Department reserve the right to suspend a Jurisdiction's authority to expend PI (Waiver, RLF and/or PI attached to an open grant) based on significant compliance issues, reporting concerns or serious lack of cooperation in clearing PI monitoring findings.

11. Signs

If the Jurisdiction places signs stating that the Department is providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

12. Audit/Retention and Inspection of Records

- A. The Jurisdiction must have intact, auditable fiscal records at all times. If the Jurisdiction is found to have missing audit reports from the Office of the State Controller (SCO) during the term of this Agreement, the Jurisdiction will be required to submit an Agreement to the State, with task deadlines, for submitting the audit to the SCO. If the deadlines are not met, the Jurisdiction will be subject to termination of this Agreement and disencumbrance of the funds awarded. The Jurisdiction's audit completion Agreement is subject to prior review and approval by the Department.
- B. The Jurisdiction agrees that the Department or its designee will have the right to review, obtain and copy all records pertaining to performance of this Agreement. The Jurisdiction agrees to provide the Department or its designee with any relevant information requested and shall permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq. The Jurisdiction further agrees to maintain such records for a period of five (5) years after final payment under this Agreement. The Jurisdiction shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC 10115.10.
- C. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Jurisdiction.
- D. Absent fraud or mistake on the part of the Department, the determination by the Department of allowable expenditures shall be final.
- E. For the purposes of annual audits under OMB Circular A-133 (The United States Office of Management and Budget Circular for Audits of States and Local Governments), Jurisdiction shall use the Federal Catalog Number 14.228 for the State CDBG Program.
- F. Notwithstanding the foregoing, the Department will not reimburse the Jurisdiction for any audit cost incurred after the expenditure deadline of this Agreement.
- G. The Jurisdiction understands that the expenditure of PI is covered under the OMB A-133 Single Audit Requirements and will meet all these requirements and report said PI Expenditure along with grant funds each fiscal year.

13. Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or other Public Officials

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Jurisdiction, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Jurisdiction shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

14. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement or to require at any time performance by the Jurisdiction of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

15. Litigation

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent Jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. The Jurisdiction shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

16. Lead-Based Paint Hazards

Activity(ies) performed with assistance provided under this Agreement are subject to lead-based paint hazard regulations contained in Title 8 (Industrial Relations) and Title 17 (Public Health) of the CCR and 24 CFR, Part 35 (Lead Disclosure). Any grants or loans made by the Jurisdiction with assistance provided under this Agreement shall be made subject to the provisions for the

elimination or mitigation of lead-based paint hazards under these Regulations. The Jurisdiction shall be responsible for the notifications, inspections and clearance certifications required under these Regulations.

17. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Jurisdiction shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purposes of this requirement “construction work” includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the “construction contract”). Where the construction contract will be between the Jurisdiction and a licensed building contractor, the Jurisdiction shall serve as the “awarding body” as that term is defined in the LC. Where the Jurisdiction will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the “awarding body.” Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

18. Compliance with State and Federal Laws and Regulations

- A. The Jurisdiction agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity and all other matters applicable to the Jurisdiction, its subcontractors, contractors or subcontractors, and the Reuse activity(ies), and any other State provisions as set forth in this Agreement.
- B. The Jurisdiction agrees to comply with all Federal laws and regulations applicable to the CDBG Program and to the activity(ies), and with any other Federal provisions as set forth in this Agreement.

19. Anti-Lobbying Certification

The Jurisdiction shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this activity(ies) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

"The undersigned certifies, to the best of his or her knowledge or belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement; and,
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions."

20. Bonus or Commission, Prohibition Against Payments of

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the Application for such assistance; or,
- B. The Department's approval of the Applications for additional assistance; or,
- C. Any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

21. Citizen Participation

The Jurisdiction is subject to the requirements concerning citizen participation contained in Federal Regulations at 24 CFR, Part 570.486, Local Government Requirements, Part 91.105 and 91.115.

22. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

23. Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. The Jurisdiction shall report all perceived or actual conflicts of interest cases to the State for review before financial benefits are given.

24. Environmental Requirements

The Jurisdiction shall comply with the provisions of the National Environmental Policy Act (NEPA) by following the procedures contained in 24 CFR, Part 58. The Jurisdiction shall not undertake any activity that would have an adverse environmental impact or limit the choice of reasonable alternatives under 24 CFR, Part 58.22 until HUD or the Department has issued an environmental clearance.

25. Equal Opportunity

A. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances

During the performance of this Agreement, the Jurisdiction assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, religion, familial status or religious preference, under any activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975, the Fair Housing Amendment Act of 1988, and all implementing regulations.

B. Rehabilitation Act of 1973 and the "504 Coordinator"

The Jurisdiction further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR, Part 8, including, but not limited to, for Jurisdiction's with fifteen (15) or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator."

C. The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance

- 1) The activity(ies) to be performed under this Agreement are subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701(u). Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR, Part 135.34(a)(2).
- 2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- 3) The Jurisdiction will include these Section 3 clauses in every contract and subcontract for Work in connection with the activity(ies) and will, at the direction of the Department, take appropriate action pursuant to the contract or subcontract upon a finding that the Jurisdiction or any contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR, Part 135 and will not let any contract unless the Jurisdiction or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- 4) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided to the activity(ies), binding upon the Jurisdiction, its successors and assigns. Failure to fulfill these requirements shall subject the Jurisdiction, its contractors and subcontractors and its successors to such sanctions as are specified by 24 CFR, Part 135 and those sanctions specified by this Agreement.

D. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or More

The Jurisdiction hereby agrees to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. The Jurisdiction furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

26. Flood Disaster Protection

- A. This Agreement is subject to the requirements of the Flood Disaster Protection Act (FDPA) of 1973 (Public Law 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under FDPA, Section 3 (a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to FDPA, Section 102(d) of said Act.
- B. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of FDPA, Section 102(a) of said Act.
- C. Any contract or agreement for the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain certain provisions. These provisions will apply if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq.
- D. These provisions shall obligate the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under FDPA, Section 102(s) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

27. Federal Labor Standards Provisions

The Jurisdiction shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of:

- A. Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of Federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.
- B. "Anti-Kickback Act of 1986" (41 U.S.C. 51-58) prohibits any person from (1) providing, attempting to provide or offering to provide any kickback; (2) soliciting, accepting or attempting to accept any kickback; or, (3) including directly or indirectly, the amount of any kickback prohibited by

clause (1) or (2) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States.

- C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one to one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5) are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Jurisdiction shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

28. Procurement

The Jurisdiction shall comply with the procurement provisions in 24 CFR, Part 85.36: Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.

29. Non-Performance

The Department shall review the actual National Objective and/or Public Benefit achievements of the Jurisdiction. In the event that the National Objective and/or Public Benefit requirements are not met, the Department will require the recapture of the entire PI expended on that project/activity. Additional remedies may include suspending the Jurisdiction's authority to use PI funds until the Jurisdiction has developed capacity to ensure future PI funds will be used for eligible activities that will meet a National Objective.

30. Relocation, Displacement, and Acquisition

The provisions of the Uniform Relocation Act, as amended, 49 CFR, Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 shall be followed where any acquisition of real property is carried out by the Jurisdiction and assisted in whole or in part by funds allocated by CDBG.

31. Uniform Administrative Requirements

The Jurisdiction shall comply with applicable Uniform Administrative Requirements as described in 24 CFR, Section 570.502, including cited Sections of 24 CFR, Part 85.

32. Section 3

The Jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing Regulations at 24 CFR, Part 135.

33. Affirmatively Furthering Fair Housing

The Jurisdiction will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the Jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

34. General and Special Conditions for Activities

Each eligible activity to be administered and paid for with PI under this agreement must be approved in writing by the Department. After receiving written approval, the Jurisdiction will submit all required documents listed on the Department's General Conditions Checklist for the approved activity. Upon completion of the General Conditions Checklist, the Department will provide written authorization to proceed with implementing the approved activity.

The above is applicable to RLFs, Waivers and Supplemental Activities.

Intentionally left blank,
Please continue to the CERTIFICATION page.

SECTION TWO: CERTIFICATION FOR USE OF PROGRAM INCOME

Certified Approving Resolution Is Attached

I certify that the foregoing is true and correct, and will follow all requirements of this Agreement and all Sections above. I understand that my certification also acknowledges that serious compliance issue with the above requirements could result in the State suspending the _____ authority to expend PI; or may require the _____ to return unused PI to the State until the _____ clears the serious compliance issues.

Signature of Jurisdiction Authorized Representative

Date Signed

Name and Title of Jurisdiction Authorized Representative

Signature of CDBG Section Chief

Date Signed

Name of CDBG Section Chief

City of Woodlake

AGENDA ITEM V-B

May 28, 2019

Prepared by Jason Waters, City Staff

SUBJECT:

Action: Adoption of Resolution: Authorize the City Administrator to Submit a Public Benefits Grant Application for an Alternative Fuel Vehicle Purchase

BACKGROUND:

The San Joaquin Valley Air Pollution Control District is offering grants for the purchase of new alternative fuel vehicles. The grant will award \$20,000.00 for each new alternative fuel vehicle.

DISCUSSION:

The San Joaquin Valley Air Pollution Control District Public Benefits Grant Program allows for cities to receive up to \$20,000 (per vehicle) in order to purchase alternative-fuel vehicles. The City of Woodlake is investigating the use of this funding to replace two existing vehicles that will soon need to be replaced. The City has set a maximum budget of \$50,000 for both vehicles (\$25,000 per vehicles), which could result in a maximum cost of \$10,000 to the City if two vehicles are purchased. City Staff is requesting authorization for the City Administrator to submit the grant for up to two vehicles.

RECOMMENDATIONS:

Staff recommends that Council authorize the City Administrator to submit a Public Benefits Grant application for an alternative fuel vehicle purchase

FISCAL IMPACT:

The Public Benefits Grant covers \$20,000.00 per new alternative fuel vehicle; the City is requesting a maximum budget of \$50,000 for the purchase of two vehicles. The fiscal impact to the City of Woodlake could be up to \$10,000.00 for the two vehicles that would not be covered by the grant. The funds would be allocated from enterprise funds and general fund.

ATTACHMENTS:

1. Adoption of Resolution: Authorize the City Administrator to Submit a Public Benefits Grant Application for an Alternative Fuel Vehicle Purchase
2. Vehicle Quote

BEFORE THE CITY COUNCIL
OF THE CITY OF WOODLAKE
COUNTY OF TULARE
STATE OF CALIFORNIA

In the matter of:

AUTHORIZE THE CITY ADMINISTRATOR)
TO SUBMIT A PUBLIC BENEFITS GRANT)
APPLICATION FOR AN ALTERNATIVE FUEL)
VEHICLE PURCHASE) Resolution No.

Councilmember _____ offered the following resolution and moved its adoption.
Authorize the City Administrator to submit a Public Benefits Grant Application for an alternative
fuel vehicle purchase.

WHEREAS, the City of Woodlake will need to replace vehicles in the existing fleet; and

WHEREAS, the Public Benefits Grant covers \$20,000.00 per new alternative fuel vehicle, the
Department is requesting a maximum budget of \$50,000 for the purchase of two vehicles; and

WHEREAS, the fiscal impact to the City of Woodlake would be a maximum of \$10,000.00 for the
two units that would not be covered by the grant.

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to authorize the submittal
of the City Administrator to submit a Public Benefits Grant application for an alternative fuel
vehicle purchase.

The foregoing resolution was adopted upon a motion of Councilmember _____ and
seconded by Councilmember _____ and carried by the following vote at the City
Council meeting held on May 28, 2019

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk



TULARE POLARIS

1730 North "J" Street
 TULARE, California 93274
 PHONE: (559) 685-9144 • FAX: (559) 685-9146



SOLD TO

CITY OF WOODLAKE
 350 N. VALENCIA BLVD
 WOODLAKE, CA 93286

PAGE
 1
 CASH CHG. F.P.
 ACCT. NO.
 00001

SALESMAN 07	PURCHASE ORDER NO.	R.O. NO.	P.T. NO. Q113119	INVOICE DATE 04/22/2019	TIME 10:28 AM	INVOICE NO.	QUOTE
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QUANTITIES			PART NUMBER	DESCRIPTION	VENDOR BIN LOC.	PRICES		
ORDERED	B/O	SHIPPED						
1		1	QUOTE FOR 2019 GEM ELXD WHITE					
1		1	L19G2DGALA	GEM ELXD	NS	13799.00	13799.00	
1		1	DESTINATION FEE	FACT FRT		1000.00	900.00	
4		4	NEWTIRE	RECYCLE		1.75	7.00	
1		1	DMV	CA REG		350.00	248.00	
1		1	CUSTOM OPTIONS PACKAGE INCLUDES THE FOLLOWING OPTIONS: BEACON LIGHT, FRONT & SIDE TOOL CHESTS & LADDER RACK, LIGHTING AUDIO STEREO, STANDARD WINDSHIELD WASHER, RUGGED FRONT AND REAR BUMPER SET, PREMIUM LED HEADLIGHTS, HUBCAPS, BED WITH HINGED TAILGATE, DISTANCE AGM BATTERIES. OPTIONS PACKAGE CUSTOM			NS	6902.00	6902.00

VISIT US ONLINE AT
 TULAREPOLARIS.COM

SHIP VIA

Parts Return Policy:
 No returns after 30 days. All returns must be in original packaging and in new condition. No returns on electrical (including stereo) items if removed from original packaging. Not responsible for customer ordering errors. Upon installation or replacement of new or aftermarket parts or equipment, failure to request and receive original equipment forfeits such items to the dealership to be utilized or disposed of at our discretion; this includes but is not limited to items replaced or repaired under factory warranty. Freight charges are non-refundable. 15% restocking fees on all special-order items if returned under the guidelines of this policy.

Signature: _____

PARTS	NONTAXABLE	255.00
	TAXABLE	21601.00
FREIGHT		
SALES TAX		1782.08
		23638.08

tulare_invoice.template

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⚠ WARNING

**SOME PRODUCTS SOLD IN THIS STORE
 CONTAIN CHEMICALS KNOWN TO THE
 STATE OF CALIFORNIA TO CAUSE CANCER
 AND BIRTH DEFECTS OR OTHER
 REPRODUCTIVE HARM**

FOR MORE INFORMATION GO TO
 WWW.P65WARNINGS.CA.GOV



City of Woodlake

AGENDA ITEM V-C

May 28, 2019

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Approval of the Agreement Between the County of Tulare and the City of Woodlake for 24 Hour Emergency Dispatch and Communication Services and Authorize the City Administrator to Execute the Agreement

BACKGROUND:

Since July 1, 2018 through June 30, 2019 the County of Tulare has been providing dispatch services to the City of Woodlake for an annual fee of \$ 60,356.00. The County provides 24 hour dispatch and communication services.

DISCUSSION:

For the fiscal year beginning July 1, 2019 through June 30, 2020 the County proposes to provide those services at a cost of \$66,392.00. The ability to receive dispatch services from the County and remove those responsibilities from City staff will continue to create flexibility for staffing within the Woodlake Police Department while allowing for cost savings for the City.

RECOMMENDATIONS:

Staff recommends that the agreement between the County of Tulare and the City of Woodlake, for 24 hour emergency dispatch and communication services, be approved.

FISCAL IMPACT:

The fee being charged by the County of Tulare is what was approved in the current City budget and is below what it would cost the City of Woodlake to provide the services.

ATTACHMENTS:

1. Resolution: Approval of the Agreement Between the County of Tulare and the City of Woodlake for 24 Hour Emergency Dispatch and Communication Services
2. Agreement Between the County of Tulare and the City of Woodlake for 24 Hour Emergency Dispatch and Communication Services

BEFORE THE CITY COUNCIL
OF THE CITY OF WOODLAKE
COUNTY OF TULARE
STATE OF CALIFORNIA

In the matter of:

APPROVAL OF AGREEMENT BETWEEN) Resolution No.
COUNTY OF TULARE AND THE CITY OF)
WOODLAKE FOR 24 HOUR EMERGENCY)
DISPATCH AND COMMUNICATION SERVICES)

Councilmember _____, offered the following resolution and moved its adoption. Approval of the amendment to the agreement between the County of Tulare and the City of Woodlake for 24-hour emergency dispatch and communication services.

WHEREAS, the City of Woodlake will maintain and operate a police organization within its boundaries; and

WHEREAS, the County of Tulare agrees to provide 24-hour emergency dispatch and communication services to the City of Woodlake; and

WHEREAS, the services will be provided for an amount of \$66,392.00 for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to approve the attached amendment to the agreement between the County of Tulare and the City of Woodlake for 24-hour emergency dispatch and communication services and authorize the City Administrator to sign necessary documents.

The foregoing resolution was adopted upon a motion of Councilmember _____, and seconded by Councilmember _____, and carried by the following vote at the City Council meeting held on May 28, 2019.

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

**COUNTY OF TULARE
SERVICES AGREEMENT
CITY OF WOODLAKE**

THIS AGREEMENT (“Agreement”) is entered into as of June 25, 2019, between the **COUNTY OF TULARE**, a political subdivision of the State of California (“COUNTY”), and the City of Woodlake, an incorporated city within the State of California (**CONTRACTOR**) together are the “Parties” to this Agreement, which is made with reference to the following:

- A.** CONTRACTOR desires to contract with the COUNTY for COUNTY to provide 24 hour emergency dispatch and communication services; and
- B.** The COUNTY is agreeable to rendering such emergency dispatch and communication services as herein set forth;

THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** This Agreement becomes effective as of July 1, 2019 and expires at 11:59 PM on June 30, 2020 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SCOPE OF SERVICES:** See attached **Exhibits A**
- 3. PAYMENT FOR SERVICES:** See attached **Exhibits B**
- 4. INSURANCE:** COUNTY and CITY, at its sole cost and expense, to protect it against liability arising from any and all negligent acts or incidents caused by its employees, each shall maintain during the term of this agreement Commercial General Liability and Professional Liability insurance in amounts not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate, Automobile Liability (any auto) of one million dollars (\$1,000,000) per occurrence. If an annual aggregate applies it must be no less than two million dollars (\$2,000,000). COUNTY and CITY shall maintain evidence of workers’ compensation and disability coverage as required by law. Coverage under such insurance shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. This provision supersedes Section 11 “Insurance” from the COUNTY’S “General Agreement Terms and Conditions.”
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY’S “General Agreement Terms and Conditions” are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY’S “General Agreement Terms and Conditions” can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

<input type="checkbox"/>	Exhibit D	Additional terms and conditions for federally-funded contracts. This Exhibit can be viewed at http://tularecountycounsel.org/default/index.cfm/public-information/
<input type="checkbox"/>	Exhibit —	[Insert name of any other exhibit needed and attach]

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Tulare County Sheriff's Office
 Business Office, Fiscal Manager
 833 S. Akers Street
 Visalia, CA 93277
 Phone No.: (559) 802-9449
 Fax No.: (559) 737-4283

With a Copy to:

County Administrative Officer
 2800 W. Burrel Ave.
 Visalia, CA 93291
 Phone No.: 559-636-5005
 Fax No.: 559- 733-6318

CONTRACTOR:

City Administrator
 City of Woodlake
 350 N. Valencia Blvd.
 Woodlake, CA 93286
 Phone No.: (559) 564-8055
 Fax No.: (559) 592-3556

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CITY OF WOODLAKE

Date: _____

By _____

Print Name _____

Title _____

Date: _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____

Kuyler Crocker, Chairman, Board of Supervisors

ATTEST: Jason T. Britt
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By Eric Scott
Deputy
Print Name Eric Scott
Matter # 2019817

**EXHIBIT A
SCOPE OF SERVICES
CITY OF WOODLAKE**

- (a) COUNTY agrees to provide emergency dispatch and communication to the CITY as follows:
 - i. Answer and interrogate all emergency calls and callers seven (7) days per week, 24 hours per day.
 - ii. Alert appropriate personnel, as designated by CITY, for emergency response.
 - iii. Monitor response and dispatch additional personnel and/or equipment as requested by Incident Commander.
- (b) COUNTY agrees to provide electronic access to the CITY to the Sheriff's Application Data Systems (ADSI) for records/report writing application. City shall have full electronic access to all CITY index data. CITY access to ADSI shall be limited to law enforcement personnel including clerk and aides, as required.
- (c) The CITY shall be responsible for obtaining a software license for the application. All cost incurred for the software license will be the responsibility of the CITY.
- (d) Data from the programs will be stored on existing COUNTY servers and will account for a small percentage of usage on those servers.
- (e) Connectivity will be obtained via existing network infrastructure with little to no impact to the COUNTY.
- (f) There will no cost to the CITY to access the Sheriff's Application Data System records/report writing application.

**EXHIBIT B
PAYMENT FOR SERVICES
CITY OF WOODLAKE**

1. The annual cost for all services is \$66,392

2. Billing by County will be submitted on a quarterly basis for services performed during the quarter: January-March; April-June; July-September; and October-December. The County will send the City an invoice by the 30th of the month following the close of each quarter. Payment will be due by the City to the County within 30 days after receipt of each invoice.