



Gregorio Gomez, Mayor
Rosa Vasquez, Mayor Pro Tem
Paul Boyer, Council Member
Ruben Macareno, Council Member
Tina Hernandez, Council Member

**Farmersville City Council
Regular Meeting**

Monday, August 24, 2020 6:00 PM
Meeting held in Civic Center Council Chambers –
909 W. Visalia Road Farmersville, California

**Pursuant to Governor Newsom's Executive Order N-25-20,
the City of Farmersville will be allowing the public, staff, and City Council
to attend this meeting via Zoom Meeting.**

**Please dial 1-669-900-6833
Meeting ID: 971 1774 1738
Password: 978360**

- 1. Call to Order:**
- 2. Roll Call:**
- 3. Invocation:**
- 4. Pledge of Allegiance:**
- 5. Public Comment:**

Provides an opportunity for members of the public to address the City Council on items of interest to the public within the Council's jurisdiction and which are not already on the agenda this evening. It is the policy of the Council not to answer questions impromptu. Concerns or complaints will be referred to the City Manager's office. Speakers should limit their comments to not more than two (2) minutes. No more than twenty (20) total minutes will be allowed for Public Comment. For items which are on the agenda this evening, members of the public will be provided an opportunity to address the council as each item is brought up for discussion. Comments are to be addressed to the Council as a body and not to any individual Council Member.

- 6. Presentations:**
 - A. In Memoriam – Candy Becerra**
 - B. Proclamation: Railroad Safety Month (September)**
 - C. Sierra Designs - Community Park Phase III: Sequoia Gateway Area**

7. Consent Agenda:

Under a CONSENT AGENDA category, a recommended course of action for each item is made. Any Council Member or Member of the Public may remove any item from the CONSENT AGENDA in order to discuss and/or change the recommended course of action, and the Council can approve the remainder of the CONSENT AGENDA.

- A. Minutes of Regular City Council Meeting of August 10, 2020.**

Recommend approval of minutes.

Documents: Draft Action Minutes of August 10, 2020.

B. Authorize Awarding Contract with Revenue & Cost Specialists LLC for updating Fee Schedules

Recommend that the City Council authorize the City Manager or designee to sign the contract for Comprehensive Fee Schedule Study, Development Impact Fee Study, and Cost Allocation Plan with Revenue & Cost Specialists LLC.

Documents: Services Contract

C. Contract with TJKM Transportation Consultants for Planning Consultation to Develop the Farmersville Local Roadway Safety Plan

Recommend that the City Council authorize the City Manager to sign the contract for Planning Consultation to Develop the Farmersville Local Roadway Safety Plan with TJKM.

Documents: Agreement

D. Measure R Citizens Oversight Committee Appointment

Recommend that the City Council appoint Lisa Wallis-Dutra to be the City of Farmersville representative.

8. General Business

A. Public Hearing: CDBG-CV1 Application for Community Development Activity in the amount of \$82,268

Recommend that the City Council adopt Resolution 2020-053 approving an application for funding and the execution of a grant agreement and any amendments thereto from the 2020 Community Development Block Grant Program – Coronavirus Response Round 1.

Documents: Resolution 2020-053

B. City Clerks Certification That There Are Not More Candidates Than Offices To Be Elected

Informational item only; no action required.

Documents: Certification

C. Finance Update for July 2020: Investment Summary

Informational item only; no action required.

Documents: Investment Summary July 2020

D. Award to Bush Engineering for the Construction Phase of the Deep Creek Restoration Project

Recommended that the City Council accept and award the construction bid for the Deep Creek Restoration Project, Phase 1 from the lowest bidder, Bush Engineering Inc. for the Base Bid plus Alternate A2, with the following actions:

1. Award the construction contract to Bush Engineering Inc. for \$400,863.04 for the Base Bid plus Alternate A2; and
2. Authorize a contingency of \$40,086.30 for changes during construction to be administered by the City Manager; and
3. Approve the use of \$130,784.34 from the City's Cannabis Business Tax fund to supplement the existing grant funding for the project by way of separate budget amendment.

E. First Amendment to the Fiscal Year 2020-21 Budget by Resolution 2020-054

Recommended that the City Council adopt the First Budget Amendment for Fiscal Year 2020-21 by Resolution 2020-054.

Documents: Resolution 2020-054

F. Deep Creek Cemetery Water Service

Recommended that the City Council provide direction regarding the connection of water to the Deep Creek Cemetery.

9. Council Reports

A. City Council Updates and Committee Reports

10. Staff Communications:

11. Future Agenda Items

1. Farmersville 60th Anniversary Celebration
2. Discuss landscape and park maintenance

12. Adjournment:

NOTICE TO PUBLIC

The City of Farmersville Civic Center and City Council Chambers comply with the provisions of the Americans with Disabilities Act (ADA). Anyone needing special assistance please contact City Hall at (559) 747-0458 please allow at least six (6) hours prior to the meeting so that staff may make arrangements to accommodate you.

Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City's offices during normal business hours.

Drafted by: J. Gomez

Strong Roots.....Growing Possibilities

City of

Farmersville

IN MEMORIAM

The City of Farmersville Council Extends
Its Deepest Sympathy to You in The
Passing of Your Loved One

Candelario "Candy" Becerra

In Memory

The Mayor and Council at the Regular Meeting
On July 13, 2020 was called to order at 6:12 pm.

Mayor Greg Gomez

City of Farmersville
Proclamation
“Railroad Safety Month”
September 2020

WHEREAS, the State of California is a leader in supporting safety programs at rail grade crossings; and

WHEREAS, during 2019 there were 236 trespassing casualties resulting in 141 deaths and 95 injuries in the State of California; and

WHEREAS, such crossing crashes are more severe than highway collisions and are more likely to result in death and injury; and

WHEREAS, many of these crashes could have been prevented by increased public awareness of the crossing dangers and the appropriate driving safety laws; and

WHEREAS, Operation Lifesaver is the foremost public information and education program dedicated to preventing grade crossing crashes; and

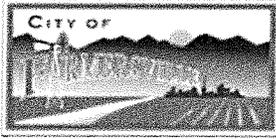
WHEREAS, for the month of September and reaffirmed all Septembers following, all citizens are encouraged to observe added caution when approaching grade crossings; and

WHEREAS, this important observance should lead to greater safety awareness and reduction in rail grade crossing collisions.

NOW, THEREFORE, BE IT RESOLVED that I, Gregorio Gomez, Mayor of Farmersville, do hereby proclaim September as **RAILROAD SAFETY MONTH**. We encourage all citizens to participate in activities to reduce trespass casualties and crossing collisions.

Presented this 24th day of August, 2020.

Gregorio Gomez, Mayor



Gregorio Gomez, Mayor
Rosa Vasquez, Mayor Pro Tem
Paul Boyer, Council Member
Ruben Macareno, Council Member
Tina Hernandez, Council Member

**Farmersville City Council
Regular Meeting**

Monday, August 10, 2020 6:00 PM
Meeting held in Civic Center Council Chambers
– 909 W. Visalia Road Farmersville, California

**Pursuant to Governor Newsom's Executive Order N-25-20,
the City of Farmersville will be allowing the public, staff, and City
Council to attend this meeting via Zoom Meeting.**

Please dial 1-669-900-6833

Meeting ID: 953-7704-6192

Password: 219696

1. **Call to Order:** *6:00pm*
2. **Roll Call:** *Gomez, Boyer, Hernandez, Macareno, Vasquez (absent)*
3. **Invocation:** *Mayor Gomez*
4. **Pledge of Allegiance:** *Mayor Gomez*
5. **Public Comment:** *none*

Provides an opportunity for members of the public to address the City Council on items of interest to the public within the Council's jurisdiction and which are not already on the agenda this evening. It is the policy of the Council not to answer questions impromptu. Concerns or complaints will be referred to the City Manager's office. Speakers should limit their comments to not more than two (2) minutes. No more than twenty (20) total minutes will be allowed for Public Comment. For items which are on the agenda this evening, members of the public will be provided an opportunity to address the council as each item is brought up for discussion. Comments are to be addressed to the Council as a body and not to any individual Council Member.

6. **Presentations:** *none*

7. **Consent Agenda:**

Under a CONSENT AGENDA category, a recommended course of action for each item is made. Any Council Member or Member of the Public may remove any item from the CONSENT AGENDA in order to discuss and/or change the recommended course of action, and the Council can approve the remainder of the CONSENT AGENDA.

A. Minutes of Regular City Council Meeting of July 27, 2020.

Recommend approval of minutes.

Documents: Draft Action Minutes of July 27, 2020.

B. Finance Update for July 2020: Warrant Register and Investment Summary

Recommend that the City Council:

1. Approve the Warrant Register as presented for the period. This reporting period represents warrants issued for the current Fiscal Year (2020/2021); and
2. Accept the Investment Summary as presented for the period. This reporting period represents investment summary for the previous month.

Documents: July 2020 Warrant Register
Investment Summary July 2020

C. Ordinance 504 amending Zone to “P/QP” (Public/Quasi-Public) to the parcel at the Wastewater Treatment Plant

Recommend that the City Council waive the second reading and adopt Ordinance 504 relating to the Classification of the Zone for a 13.4 acre parcel of property located on the north and west sides of the Farmersville Wastewater Treatment Plant to “P/QP” (Public/Quasi-Public).

Documents: Map 1: Aerial photo of Wastewater Treatment parcel
Ordinance 504

D. Completion of the Farmersville WWTP Effluent Pond Distribution Piping Project

Recommend that the City Council accept the Notice of Completion for the Farmersville WWTP Effluent Pond Distribution Piping Project, and the City Council authorize the City Engineer sign the Notice of Completion and the City Clerk file the Notice of Completion with the County Clerk’s office.

Documents: Notice of Completion Certificate

Motion to Approve items A-D

Councilmember Boyer requested that 7 B item 2 be discussed further at next council meeting.

Councilmember Boyer abstained from any warrants regarding Self Help Enterprises.

Result: Approved
Mover: Councilmember Macareno
Seconder: Mayor Gomez
Ayes: Gomez, Boyer, Hernandez, Macareno- per roll call vote
Noes: 0
Abstain: 0
Absent : Vasquez

8. General Business *none*

9. Council Reports

A. City Council Updates and Committee Reports

Boyer- Community Center has gutters that are hanging. Would like to have Public Works look at potholes on Front Street. Several speeders on Brundage through out the day and night. Asked Public Works about the pump being pulled out at Well 7

Gomez- Would like update on East Walnut, inquired about Chrome books that City no longer uses and donating them to the High School. Inquired about former County resident connecting to City services.

10. Staff Communications:

Police Chief- School started today SRO are still active with schools.

Public Works- West Walnut is pouring curbs, Freedom Crossing needs to have a couple of things fixed before completion.

11. Future Agenda Items

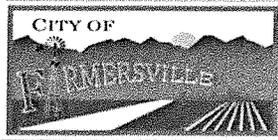
1. Farmersville 60th Anniversary Celebration
2. Discuss landscape and park maintenance

12. Adjournment:

Mayor Gomez adjourned meeting at 6:10pm

Respectfully submitted,

Rochelle Giovani
City Clerk



City Council

Staff Report 7B

TO: Honorable Mayor and City Council

FROM: Steve Huntley, Director of Finance & Administration

DATE: August 24, 2020

SUBJECT: Authorize Awarding Contract with Revenue & Cost Specialists LLC for updating Fee Schedules

RECOMMENDED ACTION:

Authorize the City Manager or designee to sign the contract for Comprehensive Fee Schedule Study, Development Impact Fee Study, and Cost Allocation Plan with Revenue & Cost Specialists LLC.

BACKGROUND and DISCUSSION:

The City's Comprehensive Fee Schedule and Development Impact Fee Studies were last updated in 2012 and 2006, respectively. These important schedules determine how much a City can legally charge for services rendered, and if the City is not charging the actual cost of a service, how much the City is therefore subsidizing each service. Since it has been so long since both schedules were updated the City is likely subsidizing a larger portion of these services each year, to the detriment of other City funded programs and essential services. These important costs need to be reevaluated at regular intervals and it is staff's intent to begin that process this year.

Therefore, the City released a Request for Proposals on June 1, 2020 with responses due back on June 30, 2020. The City received seven strong proposals and the scoring panel evaluated each one over the month of July to reveal the clear leader in Revenue and Cost Specialists, LLC based out of Fullerton, CA. The services contract has been negotiated with the consultants and reviewed and approved by the City Attorney.

City staff are anxious to get this project started with the aim to complete the studies and propose the revised fees to Council for adoption sometime in February 2021 with the goal to incorporate the new fees with the Budget for Fiscal Year 2021/2022 and effective July 1, 2021.

FISCAL IMPACT:

As part of the strategic objectives and budget for Fiscal Year 2019/2020, the City sought proposals from qualified consultants in June 2020. The budget for this service has been carried over to Fiscal Year 2020/2021 and is available for spending now.

The contract cost with Revenue & Cost Specialists is not to exceed \$59,100 for all three main services rendered and includes appropriate indemnification and ongoing staff support from the consultants. This cost will likely pay for itself in a short amount of time since the fees currently assessed by the City are so far out of date. These revisions will go a long way to making sure that City services are effective and efficient in their fees charged to the public and developers.

ATTACHMENTS(S): 1) Services Contract

CITY OF FARMERSVILLE
AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made, by and between, the City of Farmersville, a municipal corporation ("City") and Revenue & Cost Specialist, LLC, a California company ("Consultant"). In consideration of the mutual covenants and conditions set forth herein the parties agree as follows:

1. TERM

This Agreement shall commence on _____, 2020, and shall remain and continue in effect until tasks described herein are completed, but in no event later than _____, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of their ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. CITY MANAGEMENT

City's Director of Finance and Administration shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, and based upon actual time spent on the above tasks. That amount shall not exceed \$59,100.00 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days after receipt of each invoice as to all non-disputed fees. If City disputes any of Consultant's fees, then it shall give written notice to Consultant within fifteen (15) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least ten-days' (10-days') prior written notice. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City suspends or terminates a portion of this Agreement, then such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, City shall pay to Consultant the actual value of the work performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, Consultant will submit an invoice to City pursuant to Section 3.

7. DEFAULT OF CONSULTANT

(a) Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date Consultant is notified of default and can terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance for work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, then it shall not be considered a default.

(b) If the City Manager of his/her delegate determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, then he/she shall cause to be served upon Consultant a written notice of the default. Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, and full payment by City for services performed pursuant to, this Agreement, all final work product such as documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Consultant. With respect to computer files, Consultant shall make available to City, as a service in addition to those set forth herein, at Consultant's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent same are caused by any negligent act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. City agrees to hold harmless and indemnify Consultant from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse or reuse by others of the computer files or any other document provided by Consultant under this Agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

Consultant shall indemnify the City, its elected officials, officers and employees from any demands, judgements, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, infringement of copyright/patent/trademark, professional errors and omissions, investigative expenses, attorney fees, and court costs arising out of an error, a negligent act, or omission of the Consultant, or the willful misconduct of the Consultant in performing the services described in, or normally associated with, this type of contracted work.

10. INSURANCE

Consultant has reviewed and shall comply with the Insurance Requirements of the City, as directed by City's Procurement Policy pursuant to City's Municipal Code. Consultant will comply with said requirements as a Low Risk – Risk Category 1 contractor pursuant to the Risk Matrix component of the Procurement Policy contained in Exhibit C, attached hereto. The Consultant shall provide a certificate of insurance to the City upon request, naming the City of Farmersville as additional insured.

11. INDEPENDENT CONSULTANT/CONTRACTOR

(a) In performing the services called for pursuant to this Agreement, Consultant, on behalf of themselves and all their agents, assigns, employees, and/or subcontractors, acknowledges and affirms that they intend to operate as an independent contractor to the City and not as an employee of the City. Specifically, Consultant acknowledges that they have read and understand California Labor Code section 2750.3, and that they intend to operate as an Independent Contractor and ensure that, for themselves and their agents, assigns, employees, and subcontractors, the application of the factors contained in California Labor Code §2750.3(a)(1)(A thru C) will clearly demonstrate that Consultant, including their agents, assigns, employees, and subcontractors, would not be determined to be employees of City. Accordingly, Consultant agrees to indemnify, hold harmless, and tender costs of defense in any instance wherein an agent, assign, employee, or subcontractor of Consultant files any claim alleging that City was their "employer for the services designated herein. Further, No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

(b) Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

12. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant shall at all times observe and comply with applicable legal requirements in effect at the time the drawings and specifications are prepared. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or inequity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City if Consultant, or any of its officers, employees, agents, or subconsultants are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within City. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate with City by providing the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over City.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONTENTS OF PROPOSAL

Consultant is bound by the contents of the proposal submitted by Consultant, Exhibit A hereto.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

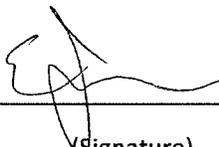
Counterparts. This Agreement may be executed in multiple counterparts and may be executed by fax or other e-signing means, any of which shall be considered an original and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF FARMERSVILLE

CONSULTANT (2 signatures required)

By: _____
Jennifer Gomez, City Manager

By:  _____
(Signature)

Eric Johnson

Attest:

(Typed Name)

Rochelle Giovani, City Clerk

Its: President

(Title)

By: 

(Signature)

Rick Kermer

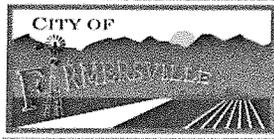
(Typed Name)

Its: Partner

(Title)

Approved As To Form:

Michael Schulte, City Attorney



City Council

Staff Report 7C

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: August 24, 2020

SUBJECT: Contract with TJKM Transportation Consultants for Planning Consultation to Develop the Farmersville Local Roadway Safety Plan

RECOMMENDED ACTION:

Recommend that the City Council authorize the City Manager to sign the contract for Planning Consultation to Develop the Farmersville Local Roadway Safety Plan with TJKM.

BACKGROUND and DISCUSSION:

The City of Farmersville was awarded a grant by Caltrans in the amount of \$72,000 with an \$8,000 match by the City to develop the Farmersville Local Roadway Safety Plan (LRSP). The project will identify, analyze, and prioritize safety improvements on local roadways. The LRSP will serve as a living document that can be updated to reflect changing conditions, needs, and priorities. The overarching goal of the LRSP will be to help the City identify the most critical infrastructure improvements necessary to mitigate transportation safety hazards.

The City Council authorized staff on June 22, 2020 to issue a Request for Proposals which resulted in four submittals. The proposals were reviewed and scored by a selection committee ranking the proposing firms as follows:

1. TJKM
2. GHD
3. QK
4. DieExSys

Based on these results, staff recommends that the City Council award the contract to TJKM in an amount not to exceed \$72,000. TJKM's cost proposal is \$71,957.34 which is attached as Exhibit B to the Agreement, and their Scope of Work is attached as Exhibit A.

It will take approximately nine months to develop the Plan and when it is complete, TJKM will present it to the City Council.

FISCAL IMPACT:

A grant in the amount of \$72,000 will be funded by the Department of Transportation and a local match of \$8,000 will be paid with Measure R funds.

ATTACHMENT(S):

Agreement

AGREEMENT FOR PLANNING CONSULTANT SERVICES BETWEEN

THE CITY OF FARMERSVILLE AND TJKM TRANSPORTATION CONSULTANTS

THIS AGREEMENT for consulting services is made by and between the City of Farmersville ("City") and TJKM Transportation Consultants ("Consultant") (together referred to as the "Parties") as of the _____ day of _____, 2020 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide consultant services attached as Exhibit "A", and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall prevail.

- 1.1. **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall remain in effect for 365 days, unless otherwise terminated as provided in this Agreement. Consultant shall complete the work described in Exhibit "A", unless the term of the Agreement is otherwise terminated, as provided for in Section 7.
- 1.2. **Standard of Care.** Consultant shall perform all services required pursuant to this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- 1.3. **Assignment of Personnel.** Consultant shall assign only competent personnel to perform the services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant an amount not to exceed \$72,000, as described in Exhibit "B", notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit "A", regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein.

- 2.1. **Invoices.** Consultant shall submit invoices, at least monthly during the term of this Agreement, based on the fee for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- 2.1.1. The beginning and ending dates of the billing period.
- 2.1.2. A Task Summary containing the original contract amount, the number of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion (a fixed fee proposal).
- 2.1.3. At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense (a time and materials proposal).
- 2.1.4. The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder (a time and materials proposal).
- 2.1.5. Any other information required by the grant administrator that if funding the project.
- 2.2. **Monthly Payment.** Consultant shall submit invoices, based on services satisfactorily performed, and for authorized reimbursable costs incurred. Upon receipt of such invoice, the City shall have fifteen (15) calendar days to review the invoice and to notify Consultant of any discrepancies that the City believes may exist in said invoice. City shall have 30 days from the receipt of an invoice that complies with all the requirements above to pay Consultant.
- 2.3. **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit "B".
- 2.4. **Reimbursable Expenses.** Reimbursable expenses shall be billed per the fee for service described in Exhibit "B".
- 2.5. **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.6. **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 7, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.7. **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the City.

Section 3. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from

or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

3.1. Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident.

3.2. Commercial General and Automobile Liability Insurance.

3.2.1. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

3.2.2. Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

3.2.3. Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, and employees, are to be covered as additional insured

as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant

- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, or employees shall be excess of the Consultant's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after prior written notice has been provided to the City per standard ISO ACORD form wording.

3.3. Professional Liability Insurance.

3.3.1. General requirements. Pursuant to the City Procurement Policy, the Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 per claim and \$4,000,000 aggregate covering the licensed professionals' errors and omissions.

3.3.2. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least two years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of two years after completion of work under this Agreement.

3.4. All Policies Requirements.

3.4.1. Acceptability of insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII.

3.4.2. Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance evidencing required policies delivered to Consultant by the insurer, including complete copies of all endorsements

attached to those certificates. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them.

3.4.3. **Waiver of Subrogation.** With respect to Commercial General and Auto Liability insurance coverage only, Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

3.4.4. **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Section 4. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall indemnify, and hold harmless City and its officers, officials, employees, and authorized agents from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") to the extent caused by Consultant's negligent acts, errors, omissions or willful misconduct in its performance of the Services, except such Liability caused by the negligence or willful misconduct of City.

Neither party to this Agreement shall be liable to the other party or any third party claiming through the other respective party, for any special, incidental, indirect, punitive, liquidated, delay or consequential damages of any kind including but not limited to lost profits or use of property, facilities or resources, that may result from this Agreement, or out of any goods or services furnished hereunder.

Section 5. STATUS OF CONSULTANT.

5.1. Independent Consultant.

- a. For purposes of this paragraph, the term "Consultant" includes Consultant, their agents, assigns, employees, and subcontractors. In performing the services called for pursuant to this Agreement, Consultant, on behalf of themselves and all their agents, assigns, employees, and/or subcontractors, acknowledges and affirms that they intend to operate as an independent contractor to the City, and not as an employee of the City. Specifically, Consultant acknowledges that they have read and understand California Labor Code section 2750.3, and that they intend to operate as an Independent Contractor and ensure that the application of the factors contained in California Labor Code §2750.3(a)(1)(A thru C) will clearly demonstrate that Consultant, as defined herein, would not be determined to be an employee of City. Accordingly, Consultant agrees to indemnify, hold harmless, and tender costs of defense in any instance wherein an agent, assign, employee, or subcontractor of Consultant files any claim alleging that City was their "employer" or their "hiring entity" for the services contemplated herein. Further, no employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not

be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

- b. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

52. **Consultant not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 6. LEGAL REQUIREMENTS.

6.1. **Governing Law.** The laws of the State of California shall govern this Agreement.

6.2. **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

6.3. **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

6.3.1 Consultant, as a subcontractor to the City of Farmersville, for this Caltrans funded project, is subject to provisions established in the Local Roadway Safety Plan (LRSP) grant agreement, included and fully incorporated to this contract.

6.4. **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

6.5. **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby. Consultant shall include the provisions of this Subsection in any subcontract required in the performance of this agreement.

Section 7. TERMINATION AND MODIFICATION.

- 7.1. **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination.
- 7.2. **Amendments.** The parties may amend this Agreement only in writing and signed by all the parties.
- 7.3. **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City.
- 7.4. **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

Section 8. KEEPING AND STATUS OF RECORDS.

- 8.1. **Records Created as Part of Consultant's Performance.** The work and all records relating to it, including, without limitation, all drawings, specifications, reports, summaries, samples, photographs, memoranda, notes, calculations, and other documents developed by Consultant during the period of performance of this agreement is work product and shall be deemed to be the property of Consultant and City for their individual or joint use. A copy of such information will be provided to the City as requested by the City. Any reuse by City without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.
- 8.2. **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 8.3. **Inspection and Audit of Records.** Any records or documents that Section 8.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit

of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 9. MISCELLANEOUS PROVISIONS.

- 9.1. **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Tulare or in the United States District Court for the Eastern District of California.
- 9.2. **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 9.3. **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 9.4. **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 9.5. **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.* Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 9.6. **Project Representation.** Consultant and City shall each designate in writing within ten (10) days from the date of execution of this agreement a representative who shall be responsible for coordinating the efforts of their respective party with regard to the performance of the work as set forth under this Agreement. Representation may be changed upon the mutual agreement of the City and Consultant.
- 9.7. **Responsibilities of City.** The City shall:
 - 9.7.1. Provide full information as to requirements for work performed under this Agreement.
 - 9.7.2. Assist Consultant by placing at his disposal available information pertinent to the work performed including previous reports and other data, all of which Consultant may rely upon in performing the services agreed upon.
 - 9.7.3. Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services.
 - 9.7.4. Except when determined not to be in the City's best interest, utilize the services of

the Consultant for all those professional services described in Exhibit A hereto.

9.8. **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

9.9. **Notices.**

Any written notice to Consultant shall be sent to:

TJKM
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588

Any written notice to City shall be sent to:

City Manager
City of Farmersville
909 W Visalia Road
Farmersville, CA 93223

9.10. **Integration.** This Agreement, including the scope of work, fee for service, and Caltrans Local Roadway Safety Plan Agreement attached hereto and incorporated herein as Exhibits "A", "B", and "C" represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit "A": Scope of Work
Exhibit "B": Fee for Service
Exhibit "C": Local Roadway Safety Plan

9.11. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

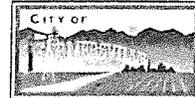
City of Farmersville

TJKM Transportation Consultants

BY: Jennifer Gomez
TITLE: City Manager

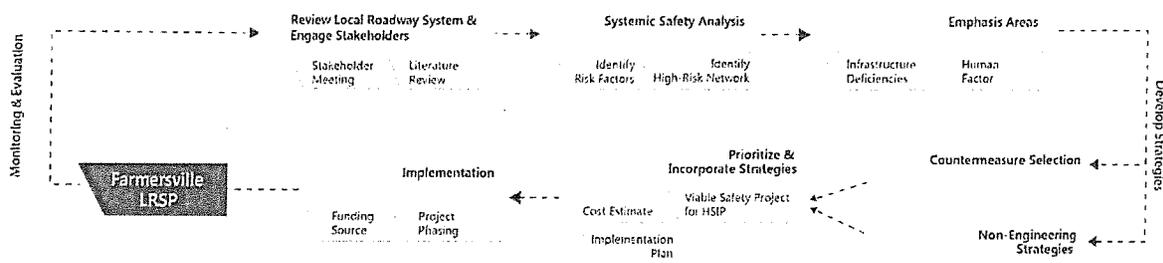
BY: Nayan Amin
TITLE: President

EXHIBIT A



4. SCOPE OF WORK

TJKM understands that the City of Farmersville is seeking a comprehensive services to conduct a Local Roadway Safety Plan (LRSP). We understand that, as per Caltrans Highway Safety Improvement Program, a LRSP will be required for applying Cycle 11 Call-for-Projects and on. The overarching goal of a LRSP is to reduce fatalities and severely injured cases attributed to roadway collisions. The LRSP will include at a minimum the literature review, safety (collision) analysis, countermeasures and toolbox, viable safety projects, and an implementation plan. The LRSP is implemented through a holistic approach through the E's strategies that will enhance safety for all modes of transportation. A successful LRSP will also identify viable safety projects with reasonable cost estimate and phasing. It will also contain a monitoring mechanism to evaluate effectiveness of the plan itself. The diagram illustrates TJKM's approach to the Farmersville LRSP.



Task 0. Project Management & Coordination

SUBTASK 0.1 KICK-OFF MEETING

Within a week of notice-to-proceed, TJKM will facilitate a project Kick-off meeting with the City's Project Manager (PM) and others suggested departmental staff. The purpose of the meeting will be to:

- Discuss and define specific goals of the LRSP with respect to crash reduction;
- Discuss and finalize the tasks to perform, timeline, and project milestones;
- Discuss critical data needs and data analysis; and
- Discuss potential list of stakeholders.

TJKM will prepare meeting materials including agenda, sign-in sheets, and related handouts, PowerPoint presentations (if necessary), and summarize meeting notes and action items.

SUBTASK 0.2 MONTHLY MEETINGS & SCHEDULE UPDATES

TJKM expects constant correspondence with City's PM during the development of the LRSP. We will also facilitate monthly meetings to ensure the project is on track and within budget. We assume that the meetings will be held, under COVID-19 situation, through virtual conferencing with screen sharing capability (Zoom or GoToMeeting). For each meeting, TJKM will prepare an agenda, updated schedule, meeting minutes and action items.

Task 0 Deliverables

- ✓ Meeting agendas and minutes for all meetings
- ✓ Project schedule and updates



Task 1. Identify & Engage Stakeholders

SUBTASK 1.1 STAKEHOLDER MEETINGS

This task includes identifying and meeting with stakeholders whom should be involved in the development of the LRSPs. We have scoped for two virtual meetings for the duration of the LRSP development.

The intent of the meetings and ongoing interactions is to solicit input with regard to transportation safety concerns associated with the E's (i.e., Education, Enforcement, EMS, and Engineering). It also ensures LRSP visions are aligned across departments and community members. TJKM proposes to meet the group twice:

- Virtual Meeting #1 (At the onset of project): Establish LRSP vision and goals; express traffic safety concerns; and identify preliminary emphasis areas and priorities.
- Virtual Meeting #2: Provide feedback and input on draft high-risk locations and the potential countermeasures; and prioritize safety projects.

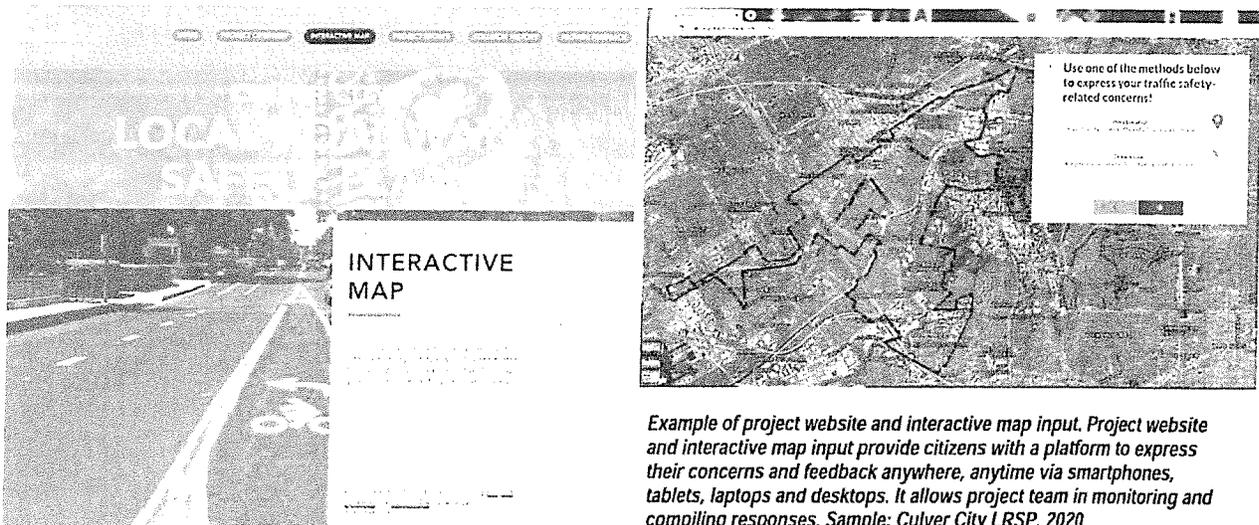
At the kick-off meeting TJKM will work with City's PM to obtain a roster of potential stakeholders and begin the recruitment process of the stakeholder group. This could include Farmersville Unified School District and all others mentioned in the RFP.

SUBTASK 1.2 PROJECT WEBSITE & MAP INPUT

Outside of the meetings, the stakeholders will still have the opportunities to express their concerns and provide input. TJKM proposes a virtual input experience in response to limitations under COVID-19. This will include a project website and an interactive map input.

The project website will consists of 1) project overview; 2) progress update; 3) upcoming events; and 4) **interactive map input**. We will generate city specific URLs, e.g., cotatisafeststreets.com.

We will work with city staff to promote the project website on city's official website and social media (e.g., Facebook, Instagram, and Twitter) pages with graphics and verbiages. We will maintain and frequently update the website with latest project information.



Example of project website and interactive map input. Project website and interactive map input provide citizens with a platform to express their concerns and feedback anywhere, anytime via smartphones, tablets, laptops and desktops. It allows project team in monitoring and compiling responses. Sample: Culver City LRSP, 2020

Task 1 Deliverables

- ✓ Stakeholder meetings (up to two virtual meetings), meeting agendas and minutes for all meetings
- ✓ Project website and interactive map input



Task 2. Data Collection & Review

SUBTASK 2.1 SYSTEM REVIEW

The purpose of this task is to ensure the LRSP visions and goals are aligned with prior planning efforts and that the potential E's strategies are consistent with local and regional policies, guidelines, and programs. TJKM will first collect and review documents pertaining to the LRSP. We will review at a minimum the following documents:

- General Plan
- Transportation Master Plans
- Transit Plans
- Design Guidelines
- Capital Improvement Programs
- Tulare County Active Transportation Plan
- Safe Routes to Schools Initiatives

We will summarize contents and key transportation projects of the aforementioned documents in a technical memorandum. Based on our firm's past experience we ensure the LRSP is developed in consistence with the following documents:

- Caltrans Local Roadway Safety Manual (LRSM) (April 2020)
- National Association of County Engineers (NACE) – A Template for Local Roadway Safety Plan
- FHWA – Local and Rural Road Safety Briefing Sheets: Local Road Safety Plans
- FHWA – Developing Safety Plans: A Manual for Local and Rural Road (2012)
- FHWA – Systemic Safety Project Selection Tool (2013)
- FHWA – Local and Rural Road Safety Program
- California's Strategic Highway Safety Plan (SHSP)
- Caltrans SSARP Guidelines
- Highway Safety Manual
- NACTO, AASHTO, California MUTCD

SUBTASK 2.2 DATA COLLECTION

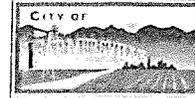
COLLISION DATA. TJKM will obtain the latest five years of collision data from the Transportation Injury Mapping System (TIMS) and Farmersville Police Department collision reports. We will also obtain data of the same period from the Statewide Integrated Traffic Records System (SWITRS) for cross-checking. We will reference supplemental information from the City, such as complaint database, if available.

VOLUME DATA. We will work closely with City staff to obtain Average Daily Traffic (ADT) volumes and intersection turning movement counts available from City's recent studies, e.g., Engineering and Traffic Survey, traffic impact studies, etc. We will organize data in Excel and GIS formats and develop, as needed, a traffic count data plan, scheduling to collect any new traffic data agreed among project team and stakeholders. Alternatively, we will reference volumes built as part of the Tulare County travel demand model, in Cube or TransCAD, if made available, to understand regional traffic patterns and demand on City's roadway system.

FIELD OBSERVATION. TJKM will conduct field reconnaissance over Google Maps for verifying roadway configurations and infrastructure deficiencies and opportunities for improvements. We will identify major *risk factors* attributed to historical collisions. The following are roadway features that we will record:

- Multimodal activity, demand, and behavior
- Right-of-way information, including number of lanes, lane width, median type and width, shoulder type and width (if any)
- Pavement markings and signage
- Intersection skew angle
- Intersection located in or near horizontal curve
- Presence of left-turn or right-turn lanes
- Left-turn phasing
- Allowance of right-turn-on-red

Proposal for
 Planning Consultation to Develop the
 Farmersville Local Road Safety Plan



- Horizontal and vertical curvature, super-elevation, delineation or advance warning devices
- Presence of lighting
- Sight Distance
- Intersection traffic control device, including number of signal heads vs. number of lanes, presence of back plates, etc.
- Overhead versus pedestal mounted signal heads
- Pedestrian crosswalk presence, crossing distance, signal head type
- Posted speed limit or operating speed
- Presence of nearby railroad crossing
- Location and presence of bus stops

SUBTASK 2.3 SYSTEMIC SAFETY ANALYSIS & TREND ANALYSIS

TJKM will conduct a citywide collision analysis with an emphasis on fatal and severe injury (FSI) collisions. This will be a data-driven process including the following steps:

- Collision Trend: analyzing and summarizing collision distribution including severity, travel mode, trend over time, lighting conditions, weather conditions, time of day, demographics of the victims and parties at-fault, collision type and violation category.
- Collision Profile: combining collision factors to identify prominent collision types.

We will produce GIS-based mappings, charts, and other visualizations to help inform decision making. We will summarize the collision analysis and maps in a technical memorandum.

SUBTASK 2.4 IDENTIFY HIGH-RISK NETWORK

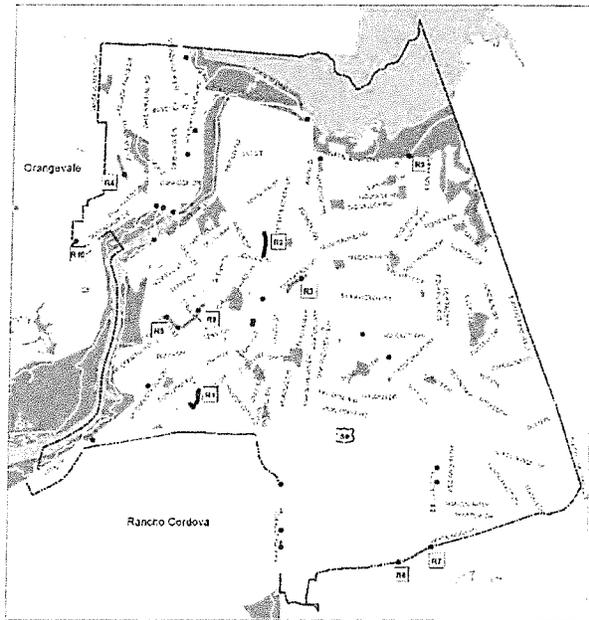
This is a critical step to identify collision-prone locations throughout the City such that future incidents can be prevented. Primarily, TJKM will identify a high-risk network which will include a list of high-risk intersections and roadway segments of the City.

LOCATION RANKING: EPDO AND CRASH RATES. TJKM proposes a weighted average of the two collision measures – Equivalent Property Damage Only (EPDO) and Crash Rates, from the Highway Safety Manual (HSM), to identify and rank the locations from most needing safety improvement to the least.

GIS CODING AND PROCESSING. TJKM will identify collisions within 250 feet of an intersection for calculating EPO and Crash Rate. For roadway segments, we will employ the Sliding Window Algorithm as per the HSM to partition a city's roadway system into equal segments (0.3 mile). A 0.3-mile "window" then slides by an increment of 0.1 mile to identify the segments of roadways for safety improvements.

Task 2 Deliverables

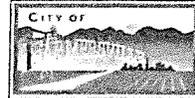
- ✓ Draft and Final memorandum summarizing Task 2
- ✓ GIS shapefiles and Excel sheets of the collision database, high-risk network database



Collision Rate Analysis - Roadway Segment Collisions



Example of High-Risk Segments: 0.3-mile segments identified through the Sliding Window Algorithm. City of Folsom LRSP 2020.



Task 3. Proposed Countermeasures

SUBTASK 3.1 EMPHASIS AREAS

Based on the collision history analyzed and high-risk network identified, TJKM will identify up to **10 emphasis areas**. The emphasis areas could include infrastructure deficiencies, collision types, and human factors. Each emphasis area will include a description, objective, target outcome, the potential E's strategies (Engineering, Education, Enforcement, and EMS) and performance indicators.

SUBTASK 3.2 COUNTERMEASURE TOOLBOX

As we determine emphasis areas for enhancing safety for all roadway users in the City, TJKM will build a toolbox of E's strategies for each of the aforementioned emphasis areas. This toolbox will inform City engineers, other staff, elected officials and the general public about the safety issue highlights in Farmersville and what the corresponding measures are to address them.

TJKM will leverage our expertise in traffic calming, Complete Streets, active transportation, and traffic operations, and active transportation. We will also consider the safety improvements identified as part of other studies within the City at high-risk locations, and will review the effectiveness of any improvements that have previously been implemented by comparing collision trends.

TJKM will utilize a spreadsheet-based automated countermeasure selection tool developed in-house for selecting feasible and HSIP-eligible countermeasures based on numerous data attributes, e.g., roadway characteristics: number of lanes, pavement conditions, and traffic control types; collision information: collision types, collision locations, and primary collision factors.

The tool has successfully assisted the project team to narrow down lists of countermeasures proposed for numerous jurisdictions. We will use the FHWA Crash Modification Factor Clearinghouse and other published research papers to further evaluate Crash Reduction Factor and effectiveness of each countermeasure.

SUBTASK 3.3 SAFETY PROJECTS, COST ESTIMATE, & BCR ANALYSIS

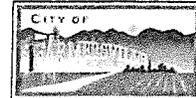
Based on previously completed tasks, TJKM will identify viable safety projects (engineering) in accordance with Caltrans LRSM. This will include combinations of HSIP-eligible countermeasures identified in previous tasks. We will first develop detailed cost estimates for the identified projects. At the time, we will submit the first draft of projects for City review. Upon receiving comments, TJKM will finalize the list of projects and conduct a BCR analysis on all the identified projects for ranking. We will utilize LRSM approved BCR formula, crash costs in 2020 dollars, as well as the HSIP BCR Analyzer for verification purposes.

A screenshot of a complex spreadsheet used for BCR analysis. The spreadsheet has multiple columns and rows, with various data points and formulas visible. The columns include project details, costs, and BCR values. The rows represent individual safety projects being analyzed.

Example of BCR Analysis for developing viable safety projects. Solano Transportation Authority HSIP Grant Preparation for Cycle 10, 2020-ongoing.

Our design team and planners have extensive experience in preparing safety programs and design plan cost estimates. The team will develop a robust cost estimate sheet per project in construction, design, environmental, mobility, administrative and with reasonable contingency.

Proposal for
 Planning Consultation to Develop the
 Farmersville Local Road Safety Plan



Task 3 Deliverables

- ✓ Draft and Final Countermeasure Development memos summarizing emphasis areas and countermeasure toolbox
- ✓ Draft and Final Safety Projects, Cost Estimate, and BCR Analysis

Task 4. Development of Final LRSP

SUBTASK 4.1 IMPLEMENTATION PROGRAM

The implementation program will phase safety strategies and engineering projects in a five to 10-year span. It will also categorize projects into maintenance versus capital improvements with associated timing and responsible departments, which will inform budgeting of the City's Capital Improvement Program.

Potential funding sources for each project depend on types of improvements and travel modes. TJKM will first develop a matrix of pursuable Federal and State grant fact sheets that instructs City staff with materials and timeline for each funding opportunity.

SUBTASK 4.2 LRSP REPORT

Based on the work completed under previous tasks, TJKM will prepare the Farmersville LRSP report, first in draft format for review by City's Project Manager and stakeholders and, after receiving comments, a final report. The LRSP report will contain at a minimum the following sections (subject to adjustments):

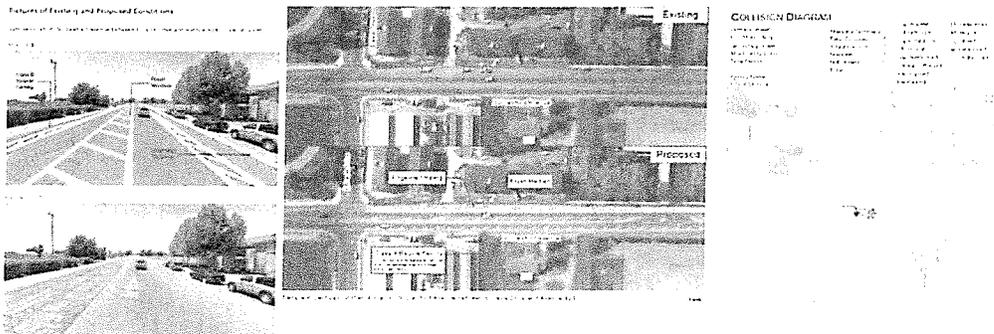
- Introduction, Vision, Goals and Objectives
- Collision Data, Systemic Safety Analysis and Results
- Emphasis Areas, 4E Strategies, and Performance Measures
- Countermeasure Toolbox
- Safety Projects, Cost Estimate, and BCR
- Prioritization and Implementation Action Plan
- Monitoring and Ongoing Coordination

Potential stakeholders are departmental and community champions related to safety improvements of the City. They could include the Police Department, Fire Department, Community Develop and Planning, and School District.

As a valued added task, TJKM will prepare for the City Grant Ready Materials for up to three viable grant applications. This could include narrative, collision list, collision diagrams, existing/proposed plan (cross sections, plan views, and 3D renderings or photo simulations), BCR Analyzer, etc.

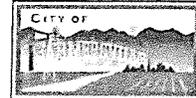
Task 4 Deliverables

- ✓ Draft and Final LRSP
- ✓ Grant Ready Materials (for up to three viable applications)



Example Grant Ready Materials: HSIP required attachments. \$1.6 million awarded. Dinuba Corridor Safety Improvements HSIP Application, 2018.

EXHIBIT B



10. COST PROPOSAL

TJKM truly understands the importance of good project management. We use state-of-the-art technology and software to maintain superior quality control, to control costs, and to maximize the efficiency of resource utilization. Our proposed Project Manager, Mr. Lin, will utilize a number of project management tools to ensure budget and schedule compliance, including:

- Internal kick-off meeting with the project team to review goals of the project, to identify deadlines for deliverables, and to assign tasks for each staff member
- Weekly meetings to maintain communication with the project team, and to review anticipated hours necessary for completing project work
- Weekly status reviews of billing system reports to track labor and cost expenditures, ensuring budget compliance
- Regular monthly reports provided to the City of Farmersville’s Project Manager discussing progress and any outstanding issues or concerns, allowing for an open line of communication.
- Documentation of work performed to date in a status report accompanying each invoice, at the City’s request

Timeliness and quality are essential to maintaining good business relationships and a solid reputation. TJKM is committed to preparing high quality deliverables for our clients, while maintaining schedule and budget compliance, and to meeting deadlines that will be associated with this contract.

Below is the cost proposal for our proposed scope of work. Exhibit 10-H1 is on the following pages.

Task	Auto Journals	Sayed Fakhry	Lin Lin	Corey Peterson	Abul Fazal	Rafiq Fazal	Amal Vasquez	Dhaya Gandhi	Dhawal Kainla	Hours by Task	Percentage by Task	Cost by Task
	100%	100%	100%	100%	100%	100%	100%	100%	100%			
Task 0. Project Management & Coordination	10	0	10	0	0	0	0	16	0	36	6%	\$ 5,749.80
Subtask 0.1 Kick-Off Meeting	2		2					8		12	2%	\$ 1,624.91
Subtask 0.2 Monthly Meetings & Schedule Updates	8		8					8		24	4%	\$ 4,124.89
Task 1. Identify & Engage Stakeholders	4	0	6	0	0	0	0	20	0	30	5%	\$ 3,925.12
Subtask 1.1 Stakeholder Meetings	4		4					12		20	40%	\$ 2,854.03
Subtask 1.2 Project Website & Map Input			2					8		10	2%	\$ 1,071.09
Task 2. Data Collection & Review	0	7	24	44	0	0	0	72	24	171	29%	\$ 19,496.94
Subtask 2.1 System Review		3	6					20	24	53	9%	\$ 5,939.74
Subtask 2.2 Data Collection			2	8				12		22	55%	\$ 2,359.14
Subtask 2.3 Systemic Safety Analysis & Trend Analysis		2	8	16				20		46	8%	\$ 5,375.97
Subtask 2.4 Identify High-Risk Network		2	8	20				20		50	9%	\$ 5,822.10
Task 3. Proposed Countermeasures	0	8	24	32	0	12	52	96	0	224	38%	\$ 25,704.57
Subtask 3.1 Emphasis Areas		2	8	8		4		24		46	8%	\$ 5,615.67
Subtask 3.2 Countermeasure Toolbox		2	8	12		4	16	36		78	13%	\$ 8,817.81
Subtask 3.3 Safety Projects & Cost Estimate		4	8	12		4	36	36		100	17%	\$ 11,273.09
Task 4. Development of Final LRSP	2	6	16	18	12	12	20	36	0	122	21%	\$ 17,078.91
Subtask 4.1 Implementation Plan		2	8		12	12	20			54	9%	\$ 8,848.43
Subtask 4.2 LRSP Report	2	4	8	18				36		68	12%	\$ 8,230.48
Total	16	21	80	94	12	24	72	240	24	583	100%	\$ 71,957.34

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed Prime Consultant Subconsultant 2nd Tier Subconsultant
 Consultant TJKM Transportation Consultants

Project No. _____ Contract No. LR SPL-5368(01) Date 7/27/2020

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Project Manager	Ian Lin, PTP*	80	\$46.20	\$3,696.00
PIC	Ruta Jariwala, PE, TE*	16	\$91.54	\$1,464.64
QA/QC	Sayed Fakhry, PE, TE*	21	\$81.73	\$1,716.33
Task Lead	Cory Peterson*	94	\$36.87	\$3,465.78
Task Lead	Atul Patel, TE, PTOE*	12	\$84.48	\$1,013.76
Engineer	Rutvij Patel, EIT	24	\$60.84	\$1,460.16
Assistant Engineer	Areli Vazquez-Munoz	72	\$32.41	\$2,333.52
Assistant Planner	Divya Gandhi	240	\$32.71	\$7,850.40
Assistant Planner	Khawal Kataria	24	\$32.79	\$786.96

LABOR COSTS

a) Subtotal Direct Labor Costs \$23,787.55
 b) Anticipated Salary Increases (see page 2 for sample) \$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$23,787.55

INDIRECT COSTS

d) Fringe Benefits (Rate: 68.28%) e) Total Fringe Benefits 16242.13914
 f) Overhead (Rate: 106.72%) g) Overhead [(c)x(f)] 25386.07336
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] 0
j) Total Indirect Costs [(e) + (g) + (i)] \$41,628.21
FIXED FEE k) TOTAL FIXED PROFIT [(c) + (j)] x fixed fee 10% \$6,541.58

1) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	0		\$0.575	\$0.00
Equipment Rental and Supplies				\$0.00
Permit Fees				\$0.00
Plan Sheets			\$18.00	\$0.00
Test				\$0.00
1) TOTAL OTHER DIRECT COSTS				<u>\$0.00</u>

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____ \$0.00
 Subconsultant 2: _____ \$0.00
 Subconsultant 3: _____ \$0.00
 Subconsultant 4: _____ \$0.00
m) TOTAL SUBCONSULTANTS' COSTS: \$0.00
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANT \$0.00
TOTAL COST [(c) + (j) + (k) + (p)] \$71,957.34

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principals. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 2
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal \$23,787.55	Total Hours per Cost Proposal 583	=	Avg Hourly Rate \$40.80	5 Year Contract Duration Year 1 Avg Hourly Rate
--	---	---	-------------------------------	---

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$40.80	+	0%	=	\$40.80	Year 2 Avg Hourly Rate
Year 2	\$40.80	+	0%	=	\$40.80	Year 3 Avg Hourly Rate
Year 3	\$40.80	+	0%	=	\$40.80	Year 4 Avg Hourly Rate
Year 4	\$40.80	+	0%	=	\$40.80	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	583.0	=	583.0	Estimated Hours Year 1
Year 2	0.00%	*	583.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	583.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	583.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	583.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	583.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$40.80	*	583	=	\$23,787.55	Estimated Hours Year 1
Year 2	\$40.80	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$40.80	*	0	=	\$0.00	Estimated Hours Year 3
	Total Direct Labor Cost with Escalation			=	\$23,787.55	
	Direct Labor Subtotal before Escalation			=	\$23,787.55	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be approved.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principals (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contract
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principals and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: for Nayan Amin Title: President

Signature: Chris D. King Date of Certification (mm/dd/yyyy): 7/27/2020

Email: namin@tjkm.com Phone Number: 925.463.0611

Address: 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Traffic Engineering & Transportation Planning

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: T J K M

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 175 (cap) % OR

Home Office Rate _____% and Field Office Rate (if applicable) _____%

Facilities Capital Cost of Money _____% (if applicable)

Fiscal period * 01/01/2018-12/31/2018

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

Consultant Annual Certification of Indirect Costs and Financial Management System

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ 2,710,325 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 2.
- Years of consultant's experience with 48 CFR Part 31 is 7.
- Audit history of the consultant's current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input checked="" type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Nayan Amin Title**: President
 Signature: Chris P. Knip VI Date of Certification (mm/dd/yyyy): 07/27/2020
 Email**: namin@tjkm.com Phone Number**: 925.463.0611

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: *Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

Distribution: 1) Original - Local Agency Project File
 2) Copy - Consultant
 3) Copy - Caltrans Audits and Investigations

EXHIBIT C

PROGRAM SUPPLEMENT NO. U02
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 00353S

Adv Project ID Date: February 11, 2020
0620000088 Location: 06-TUL-0-FMVL
Project Number: LRSPL-5368(016)
E.A. Number:
Locode: 5368

This Program Supplement, effective 2/5/2020, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00353S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 08/25/11 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. 2019-055 approved by the ADMINISTERING AGENCY on 11/12/2019 (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: CITY OF FARMERSVILLE

TYPE OF WORK: Develop Roadway Safety Plan

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$80,000.00	\$72,000.00		\$8,000.00	\$0.00

CITY OF FARMERSVILLE

By [Signature]
Title City Manager
Date 02-18-2020
Attest [Signature]

STATE OF CALIFORNIA
Department of Transportation.

By Christian P. Jensen
for Chief, Office of Project Implementation
Division of Local Assistance
Date 2-19-2020

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer [Signature]

Date 2/14/20 \$72,000.00

SPECIAL COVENANTS OR REMARKS

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).
4. This PROJECT is funded with State-Only funding from the Local Roadway Safety Plan (LRSP) Program. ADMINISTERING AGENCY agrees to develop an LRSP under this PROJECT.

The ADMINISTERING AGENCY agrees to follow all relevant State laws and requirements including the California Environmental Quality Act (CEQA).

This PSA allows reimbursement of eligible PROJECT expenditures to the ADMINISTERING AGENCY for which the LRSP State funds are allocated. The effective State allocation date establishes the eligibility date for the ADMINISTERING AGENCY to start reimbursable work. Any work performed prior the effective allocation date is not eligible for reimbursement from the LRSP funds.

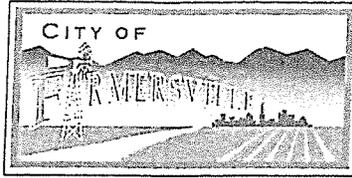
ADMINISTERING AGENCY agrees that LRSP funds available for reimbursement will be

06-TUL-0-FMVL
LRSPL-5368(016)

SPECIAL COVENANTS OR REMARKS

limited to the amount allocated and encumbered by the STATE consistent with the scope of work in the STATE approved application. Funds encumbered may not be used for a modified scope of work after a project is awarded unless approved by the Statewide LRSP Coordinator prior to performing work.

ADMINISTERING AGENCY agrees to the program delivery and reporting requirements. The study and the LRSP must be completed within thirty-six (36) months of the funding allocation. The Final Report of Expenditure, the final invoice and the LRSP report must be submitted to the DLAE within six (6) months of the report completion.



Office of the City Clerk

February 10, 2020

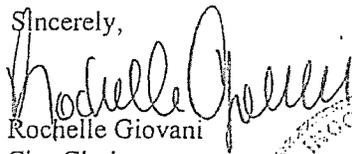
To Whom It May Concern:

I, Rochelle Giovani, City Clerk of the City of Farmersville, do hereby certify that the attached is a true and accurate copy of:

**Resolution 2019-055 AUTHORIZING THE CITY MANAGER OR THE CITY
MANAGER'S DESIGNEE TO BE THE DESIGNATED SIGNATORY FOR ALL CITY
OF FARMERWVILLE PUBLIC WORKS PROJECTS**

Approved by the City of Farmersville City Council at a regularly scheduled meeting, Monday, November 12, 2019. An originally signed copy of this document is on file with the Office of the City Clerk, City of Farmersville.

Sincerely,


Rochelle Giovani
City Clerk



RESOLUTION 2019-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO BE THE DESIGNATED SIGNATORY FOR ALL CITY OF FARMERSVILLE PUBLIC WORKS PROJECTS

WHEREAS, the City of Farmersville constructs many projects each year using Federal, State, Regional and Local funds; and

WHEREAS, agreements and requests will have to be signed that allow for the delivery of the public works projects by accessing Federal, State, Regional and Local funds and meeting their respective requirements; and

WHEREAS, THE City Council authorizes the City Manager to sign the required documents including, but not limited to, agreements and request associated with all City of Farmersville public works projects.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Farmersville, California, as follows:

1. The City Manager is authorized as the designated signatory for all City of Farmersville public works projects.
2. The City Manager is authorized to designate another Department Director to sign on behalf of the City Manager. The designee shall be by written notification from the City Manager.

PASSED, ADOPTED AND APPROVED this 12th day of November, 2019 by the following vote:

AYES: Gomez, Boyer, Hernandez, Macarena

NOES: _____

ABSTAIN: _____

ABSENT: Vasquez



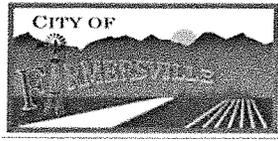
GREGORIO GOMEZ
MAYOR of the City of Farmersville

ATTEST:



ROCHELLE GIOVANI - CITY CLERK





City Council

Staff Report 7D

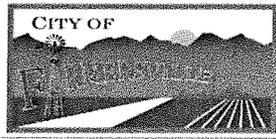
TO: Honorable Mayor and City Council
FROM: Jennifer Gomez, City Manager
DATE: August 24, 2020
SUBJECT: Measure R Citizens Oversight Committee Appointment

RECOMMENDED ACTION:

It is recommended that the City Council appoint Lisa Wallis-Dutra to be the City of Farmersville representative.

DISCUSSION:

The seat for the Measure R Citizens Oversight Committee is currently vacant and needs to be filled. However, the position cannot be filled by an elected official or a government employee. The previous representative was Yohanes Makmur of QK, therefore, staff is recommending Lisa Wallis-Dutra to represent the City.



City Council

Staff Report 8A

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: August 24, 2020

SUBJECT: Public Hearing: CDBG-CV1 Application for Community Development Activity in the amount of \$82,268

RECOMMENDED ACTION:

It is recommended that the City Council adopt Resolution 2020-053 approving an application for funding and the execution of a grant agreement and any amendments thereto from the 2020 Community Development Block Grant Program – Coronavirus Response Round 1.

BACKGROUND and DISCUSSION:

City staff has been reviewing funding opportunities over the last few months that can provide financial assistance to the community that have been impacted by COVID-19. Due to the narrow use of CDBG funds and to not duplicate services provided by other agencies, staff recommends that the funds be applied to the Community Development Activity pursuant to the Notice of Funding Availability that was released by the Department of Housing and Community Development. Within this activity, residents will be able to apply for financial assistance to pay water, sewer, garbage, and internet bills for up to three months.

Current programs exist with CSET if a resident is needing financial assistance to pay for other utilities such as gas and electricity. CSET also has funding available for rental and mortgage assistance.

Financial assistance to local businesses and to the City will also be implemented under a separate program that will be funded by the CARES Act. The City will be partnering with the Workforce Investment Board to carry out that program.

Due to CSET's experience in administering similar programs, the City requested that they administer this CDBG-CV1 program, and they have agreed to assist. Applications will be prepared in English and Spanish, as well as any outreach to the community. CSET will process the applications and if approved, the City will issue checks to the appropriate vendor for payment. Checks will not be made out directly to the applicants.

The City is also working with Blais & Associates to prepare and submit this grant application.

This is a public hearing, which will allow the public to comment or provide suggestions on what activities the City should apply for. The notice for the public hearing was published in the newspaper on August 13th in English and Spanish.

Staff recommends that the City move forward with applying for the CDBG-CV1 Community Development Activity which will provide financial assistance to Farmersville residents to pay their water, sewer, garbage, and internet bills. The deadline to apply for the grant is August 31st.

FISCAL IMPACT:

The amount of the grant allocated for the City of Farmersville is \$82,268.

ATTACHMENT(S):

Resolution 2020-053

RESOLUTION NO. 2020-053

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – CORONAVIRUS RESPONSE ROUND 1 (CDBG-CV1) NOFA DATED JUNE 5, 2020

BE IT RESOLVED by the City Council of the City of Farmersville, as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$82,268 for the following CDBG-CV1 activities, pursuant to the June 2020 CDBG-CV1 NOFA:

Community Development Activity	\$82,268
--------------------------------	----------

SECTION 2:

The City hereby approves the use of Program Income in the amount not to exceed \$82,268 for the CDBG-CV1 activity described in Section 1.

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its applications.

SECTION 4:

The City hereby authorizes and directs the City Manager to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the City Manager is authorized to enter into, execute and deliver the grant agreement (i.e. Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the City Manager is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Farmersville held on August 24, 2020 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

GREG GOMEZ
MAYOR of the City of Farmersville

Attest:

ROCHELLE GIOVANI
CITY CLERK

STATE OF CALIFORNIA
City of Farmersville

I, Rochelle Giovani, City Clerk of the City of Farmersville, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on the 24th day of August, 2020.

Rochelle Giovani,
City Clerk of the City of Farmersville,
State of California

By: _____
Rochelle Giovani, City Clerk

Notice of Public Hearing for State Administered CDBG-CV1 Application

NOTICE IS HEREBY GIVEN that the City of Farmersville will conduct a virtual public meeting on August 24, 2020 at 6:00 PM, at 909 W. Visalia Road in Farmersville, CA in order to discuss the application for funding under the 2020 Community Development Block Grant Program – Coronavirus Response Round 1 (CDBG-CV1) Notice of Funding Availability (NOFA) dated June 5, 2020.

The City of Farmersville anticipates submitting an application under the CDBG-CV1 NOFA. The City of Farmersville anticipates receiving approximately \$82,268 in CDBG-CV1 funds under the NOFA.

The purpose of the public hearing is to give the public an opportunity to make their comments known regarding what types of eligible activities the City of Farmersville should apply for under the State administered CDBG-CV1 program.

If you require special accommodations to participate in the public hearing, please contact Rochelle Giovanni at 559-747-0458.

If you are unable to attend the public hearing, you may direct written comments to the City of Farmersville at 909 W. Visalia Road, Farmerville, CA 93223, or you may telephone Rochelle Giovanni at 559-747-0458. In addition, information is available for review at the above address between the hours of 8:30 AM to 4:00 PM on Monday through Friday.

The City of Farmersville promotes fair housing and makes all its programs available to low- and moderate-income persons regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

SE AVISA QUE la Ciudad de Farmersville llevará a cabo una reunión pública virtual el 24 de agosto de 2020 a las 6:00 PM, en 909 W. Visalia Road en Farmersville, CA, para discutir la solicitud de financiamiento bajo el Programa de Desarrollo Comunitario 2020 Programa de subvenciones - Aviso de disponibilidad de financiación (NOFA) de la Ronda 1 de respuesta a coronavirus (CDBG-CV1) con fecha 5 de junio de 2020.

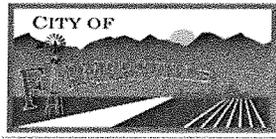
La ciudad de Farmersville anticipa presentar una solicitud bajo el CDBG-CV1 NOFA. La ciudad de Farmersville anticipa recibir aproximadamente \$ 82,268 en fondos del programa CDBG-CV1 bajo el NOFA.

El propósito de la audiencia pública es para darle la oportunidad al público que de sus comentarios sobre qué tipos de actividades elegibles debe solicitar la Ciudad de Farmersville bajo el programa administrado por el Estado CDBG-CV1.

Si necesita accomaciones especiales para participar en la audiencia pública, comuníquese con Rochelle Giovanni al 559-747-0458.

Si no puede asistir a la audiencia pública, puede enviar comentarios por escrito a la Ciudad de Farmersville al 909 W. Visalia Road, Farmerville, CA 93223, o puede llamar a Rochelle Giovanni al 559-747-0458. También, la información está disponible en la dirección anterior entre las 8:30 a.m. y las 4:00 p.m. de lunes a viernes.

La ciudad de Farmersville promueve la vivienda justa y pone todos sus programas a disposición de personas de ingresos bajos y moderados, independientemente de su edad, raza, color, religión, sexo, origen nacional, preferencia sexual, estado civil o discapacidad.



City Council

Staff Report 8B

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: August 24, 2020

SUBJECT: City Clerks Certification That There Are Not More Candidates Than Offices To Be Elected

RECOMMENDED ACTION:

No action required; informational item only.

BACKGROUND and DISCUSSION:

At the close of the nomination period on August 12, 2020, there were only two candidates that qualified for the November City Council election. As there are only two seats open, the City Council may appoint these individuals to the City Council and cancel the City Council election.

To move forward with this process, the City Clerk must first provide a Certification informing the City Council of the action to be taken at a future meeting. This Certification is attached for your reference. A Notice will be published in the newspaper notifying the public that the City Council will take action on September 14th to appoint Greg Gomez and Danny Valdovinos to the City Council. Their terms of office will begin on December 14, 2020 when they are sworn into office.

ATTACHMENT(S):

Certification

**CITY CLERKS CERTIFICATION THAT THERE ARE NOT MORE CANDIDATES
THAN OFFICES TO BE ELECTED**

I, Rochelle Giovani, City Clerk of the City of Farmersville, do hereby certify that pursuant to § 10229, Elections Code of the State of California, to the following facts relating to the General Municipal Election to be held on Tuesday, November 3, 2020:

As of the close of the nomination period on August 12, 2020, there are not more candidates than offices to be elected.

The persons so nominated are:

Gregorio Gomez
Danny Valdovinos

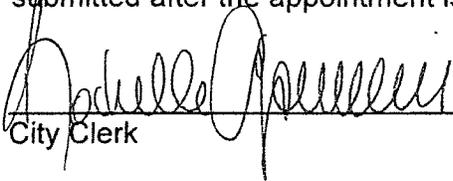
That § 10229 of the Elections Code allows one of the following courses of action to be taken by the City Council:

1. Appoint to the office the person who has been nominated.
2. Appoint to the office any eligible voter if no one has been nominated.
3. Hold the election if either no one or only one person has been nominated.

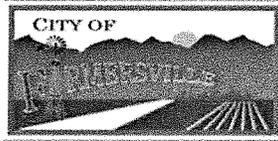
A notice of these facts will be published on August 26, 2020 in a newspaper of general circulation in the city pursuant to § 6061 of the Government Code. After the fifth day following the date of publication, the City Council will meet to either make the appointments or direct an election to be held. The persons appointed, if any, shall qualify and take office and serve exactly as if elected at a municipal election for the office.

If, by the 75th day before the municipal election, no person has been appointed to the offices pursuant to (1) or (2) above, the election shall be held.

If the City Council makes an appointment pursuant to § 10229, Elections Code, the City Clerk shall not accept for filing any statement of write-in candidacy which is submitted after the appointment is made.


City Clerk





City Council

Staff Report 8C

TO: Honorable Mayor and City Council
FROM: Steve Huntley, Director of Finance & Administration
DATE: August 24, 2020
SUBJECT: Finance Update for **July 2020:** Investment Summary

RECOMMENDED ACTION:

Informational item only; no action required.

COORDINATION & REVIEW:

Preparation and presentation of the Investment Summary is in compliance with Government Code 53607 and 53646(b) and has been coordinated with the City Finance Department and City Manager's Office.

FISCAL IMPACT:

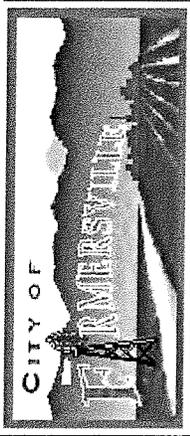
Each investment is accurately reflected and in conformity with the City's investment policy as amended. The City has cashflow to meet six months expenditures.

CONCLUSION:

It is respectfully recommended that the City Council accept the Investment Summary as presented for the period of July 2020.

Attachment(s):

Investment Summary July 2020.



**CITY OF FARMERSVILLE
PORTFOLIO SUMMARY**

Treasurer's Report for July 2020
Monthly Transaction Report as prescribed by Government Code Section 53607 & 53646(b)

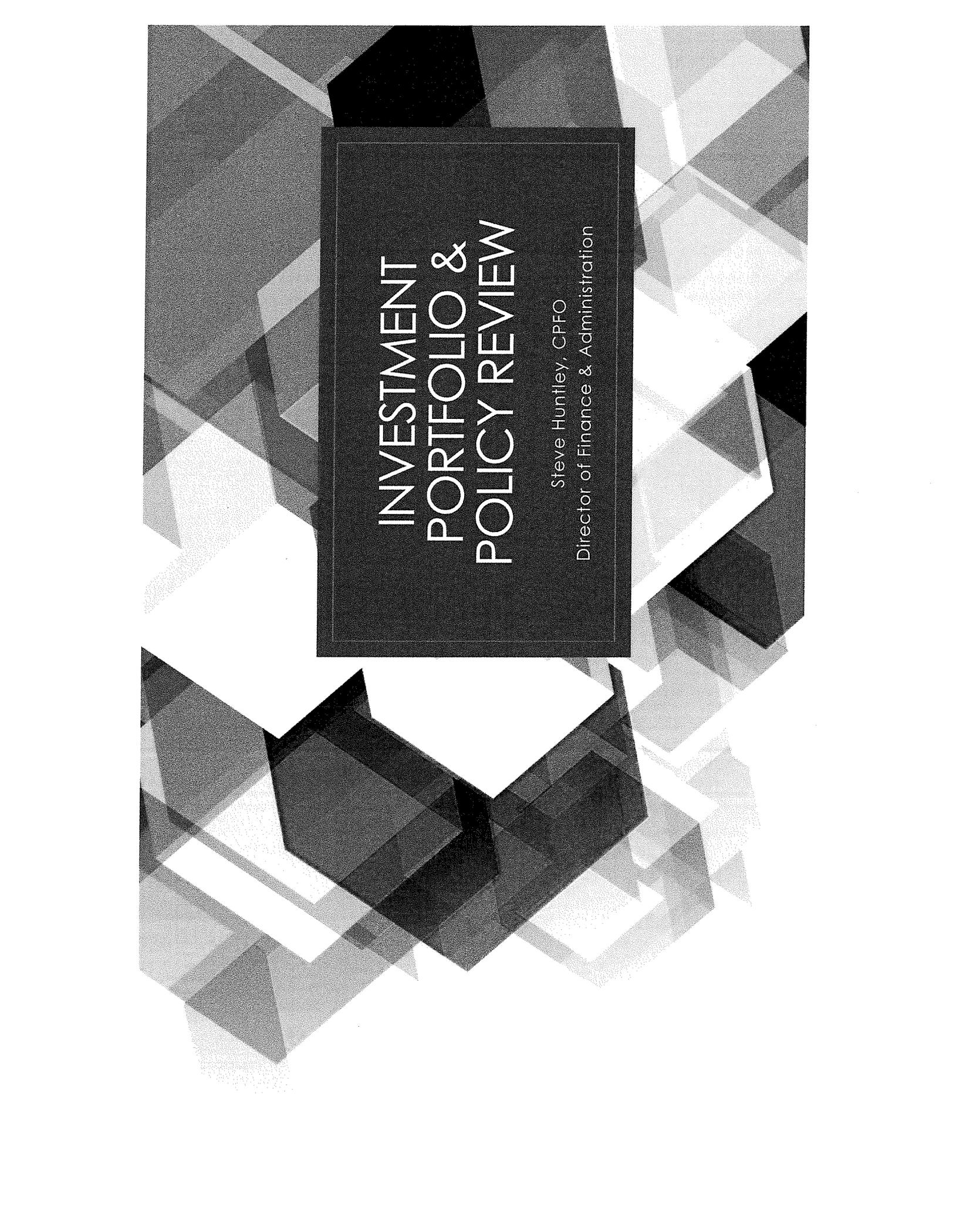
Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	Est. Yield
Local Agency Investment Funds (LAIF)	5,288,883	5,292,571	5,288,883	35.66%	1	1	0.84%
CSJVRMA Pool (Chandler Asset Management)	2,565,669	2,682,083	2,682,083	18.09%	1	1	5.49%
Money Market (Time Value Investments)	0	0	0	0.00%	0	0	0.01%
Money Market (Citizens Business Bank)	692,181	692,181	692,181	4.67%	1	1	0.20%
Certificates of Deposit	2,725,000	2,831,665	2,831,665	19.09%	1727	1055	1.81%
Federal Agency Securities	0	0	0	0.00%	0	0	0.00%
Cash	3,334,719	3,334,719	3,334,719	22.49%	1	1	0.25%
	<u>14,606,452</u>	<u>14,833,219</u>	<u>14,829,531</u>	<u>100%</u>			

This monthly report accurately reflects all the City pooled investments. It is in conformity with the City's investment policy as amended. The City has sufficient cash flow to meet six months expenditures. Citizens Business Bank, Time Value Investments, Chandler Investment Management, and LAIF statements are the source for market values.



 Steve Huntley, Treasurer

 8/6/2020
 Date



INVESTMENT PORTFOLIO & POLICY REVIEW

Steve Huntley, CPFO
Director of Finance & Administration

City of Farmersville Investments

- How do we know that the investments are safe?
 - Must conform to State Law
 - Must conform to City Policy
 - Must conform to Ethical Standards of Care
 - Must be reported to the City Council & the Public (Treasurer's Report)
 - Must be reported to the other Government Agencies (Audited Financial Statements)

AUTHORITY & STANDARDS OF CARE

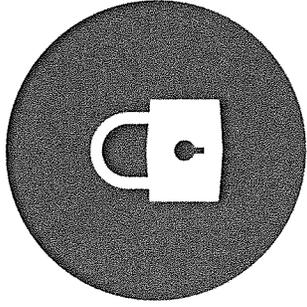
- AUTHORITY:

The investment program shall be operated in conformance with governing legislation and other legal requirements laid out in **section 2.04 of the Farmersville Municipal Code** regarding the position of Treasurer / Chief Financial Officer and **California Government Code Section 53601**.

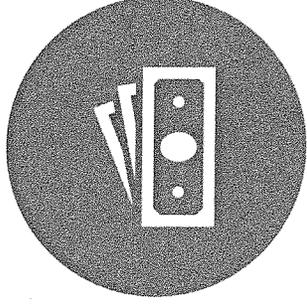
- STANDARDS OF CARE:

- Uniform Prudent Investor Act – Treasurer must act as a prudent investor for the City
- Ethics and Conflicts of Interest – declare and avoid any conflicts of interest
- Delegation of Authority – The City Council delegated authority to manage investments to the Treasurer

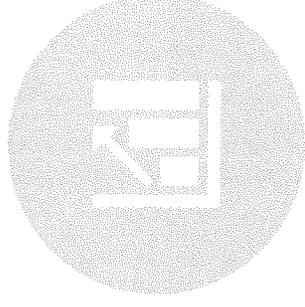
Investment Objectives



SAFETY

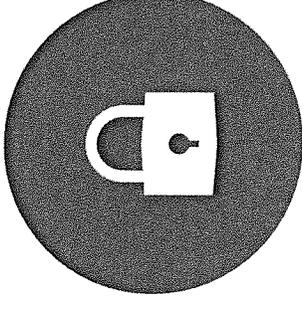


LIQUIDITY



RETURN

SAFETY



- 1. Safety

Investments shall be undertaken in a manner that seeks to ensure the **preservation of capital** in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

- *Credit Risk – loss due to failure of security's issuer*
- *Interest Rate Risk – loss of security's market value*

CREDIT RISK

The City of Farmersville will minimize credit risk, which is the risk of loss of all or part of the investment due to the failure of the security issuer or backer, by:

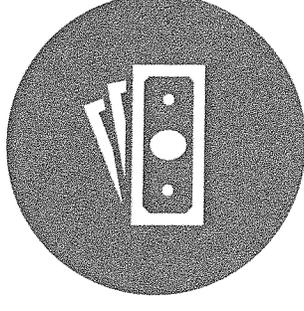
- **Limiting investments** to the types of securities listed in Section VII of this Investment Policy
- Pre-qualifying and **conducting ongoing due diligence** of the financial institutions, broker/dealers, intermediaries, and advisers with which the City will do business in accordance with Section V
- **Diversifying the investment portfolio** so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

INTEREST RATE RISK

The City of Farmersville will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by:

- Structuring the investment portfolio so that **security maturities match cash requirements** for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- **Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools** and limiting individual security maturity as well as the average maturity of the portfolio in accordance with this policy (see section VIII).

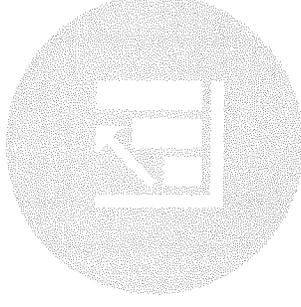
LIQUIDITY



The investment portfolio shall remain **sufficiently liquid to meet all operating requirements** that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity).

- Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of **securities with active secondary or resale markets** (dynamic liquidity).
- Alternatively, a portion of the portfolio may be placed in money market mutual funds or local government investment pools which offer **same-day liquidity for short-term funds**.

RETURN



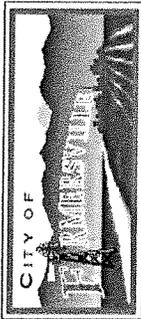
The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints and liquidity needs. **Return on investment is of secondary importance**, compared to the safety and liquidity objectives described above. The core investments are **limited to relatively low risk securities** in anticipation of earning a fair return relative to the risk being assumed. Securities shall **generally be held until maturity** with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal;
- Selling a security and reinvesting the proceeds that would improve the quality, yield, or target duration in the portfolio may be undertaken;
- Unanticipated liquidity needs of the portfolio require that the security be sold.

SUITABLE AND AUTHORIZED INVESTMENTS

The monthly treasurer's report certifies that the investments of the City meet the General Objectives, all the investment types, and all the standards of care.

Investment Type	Maximum % or \$	Maximum Maturity	Minimum Required Rating
Bank / Time Deposits	None	5 years	N/A
U.S. Treasuries	None	5 years	N/A
U.S. Agencies	None	5 years	N/A
Money Market Funds	20% (10% with one mutual fund)	N/A	N/A
Bankers Acceptances	30% (5% with one bank)	180 days	A1/P1
Commercial Paper	25% (5% with one firm)	270 days	A1/P1
Negotiable CDs	30% (5% with one bank)	5 years	A < 1 year AA < for 1-5 years
CDs non-negotiable CDARS	30% (5% with one bank)	3 years	N/A
Municipal Obligations	5% with on Agency	5 years	A (except City's own bonds)
Medium Term Notes	30%	5 years	A
Supranationals	2%	5 years	AAA
LAIF (State Pool)	Per State Statute	N/A	N/A
CSJVRMA Pool	None	N/A	N/A



CITY OF FARMERSVILLE
PORTFOLIO SUMMARY

Treasurer's Report for July 2020
Monthly Transaction Report as prescribed by Government Code Section 53607 & 53646(b)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	Est. Yield
Local Agency Investment Funds (LAIF)	5,288,883	5,292,571	5,288,883	35.66%	1	1	0.84%
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Money Market (Time Value Investments)	0	0	0	0.00%	0	0	0.01%
Money Market (Citizens Business Bank)	692,181	692,181	692,181	4.67%	1	1	0.20%
Certificates of Deposit	2,725,000	2,831,665	2,831,665	19.09%	1727	1055	1.81%
Federal Agency Securities	0	0	0	0.00%	0	0	0.00%
Cash	3,334,719	3,334,719	3,334,719	22.49%	1	1	0.25%
	14,606,452	14,833,219	14,829,531	100%			

This monthly report accurately reflects all the City pooled investments. It is in conformity with the City's investment policy as amended. The City has sufficient cash flow to meet six months expenditures. Citizens Business Bank, Time Value Investments, Chandler Investment Management, and LAIF statements are the source for market values.


Steve Huntley, Treasurer
Date 8/6/2020

Treasurer's Report



SAFETY LIQUIDITY RETURN

Investments are managed to meet all cashflow needs, keep funds safe, liquid with minimal expense, and then achieve a return on the investment.



CSJVRMA POOL

Managed by Chandler Asset Management

Account Profile CSJVRMA POOL

As of July 31, 2020

PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.51
Average Coupon	2.08%
Average Purchase YTM	2.01%
Average Market YTM	0.34%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.76 yrs
Average Life	2.59 yrs

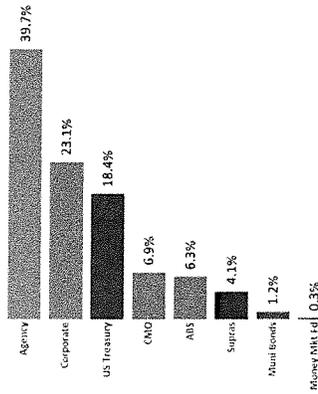
ACCOUNT SUMMARY

	Beg. Values as of 6/30/20	End Values as of 7/31/20
Market Value	124,765,107	125,137,182
Accrued Interest	589,111	530,579
Total Market Value	125,354,217	125,667,761
Income Earned	206,285	205,564
Cont/WVD		-11,151
Par	119,720,008	120,018,245
Book Value	120,175,110	120,453,315
Cost Value	120,100,898	120,358,175

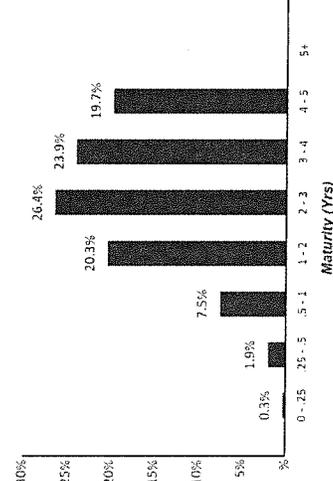
TOP ISSUERS

Federal National Mortgage Assoc	20.9%
Government of United States	18.4%
Federal Home Loan Mortgage Corp	14.5%
Federal Home Loan Bank	11.2%
John Deere ABS	2.6%
Inter-American Dev Bank	2.2%
International Finance Corp	1.9%
Honda ABS	1.8%
Total	73.6%

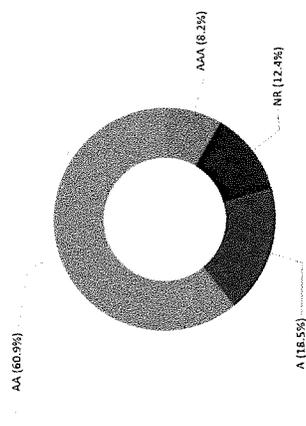
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN

Central San Joaquin Valley RMA Pool	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	6/30/1999
ICE BAML 1-5 Year US Treasury/Agency Index	0.26%	1.03%	4.12%	5.60%	5.25%	3.35%	2.56%	2.04%	3.82%
ICE BAML 1-5 Yr US Issuers Corp/Govt Rtd AAA-A Idx	0.16%	0.36%	4.22%	5.57%	5.17%	3.18%	2.30%	1.79%	3.48%
	0.21%	0.62%	4.28%	5.70%	5.29%	3.28%	2.43%	1.94%	3.60%

Holdings Report

Central San Joaquin Valley RMA Pool - Account #200

As of July 31, 2020

GLSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
43814TAC6	Honda Auto Receivables Trust 2017-1 A3 1.720% Due 07/21/2021	25,854.41	12/21/2017 2.11%	25,679.69	100.09	25,877.88	0.02%	Aaa / NR	0.97
43811BAC8	Honda Auto Receivables Trust 2017-2 A3 1.680% Due 08/16/2021	158,611.27	04/21/2018 2.62%	156,145.36	100.23	158,969.10	0.33%	Aaa / AAA	0.08
47788BAD6	John Deere Owner Trust 2017-8 A3 1.820% Due 10/15/2021	94,936.85	Various 2.91%	93,821.12	100.15	95,074.92	0.13%	NR	1.04
47788CAG6	John Deere Owner Trust 2018-A A3 2.660% Due 04/18/2022	113,915.04	02/21/2018 2.68%	94,502.73	0.53%	76.80	0.08%	Aaa / NR	1.21
438151HAC1	Honda Auto Receivables Trust 2018-3 A3 2.950% Due 08/22/2022	860,814.48	Various 3.15%	859,229.49	100.70	114,712.09	0.09%	Aaa / NR	1.72
47788CAC2	John Deere Owner Trust 2018-8 A3 3.080% Due 11/15/2022	645,556.17	07/18/2018 3.10%	645,507.23	101.51	655,290.46	0.26%	Aaa / AAA	0.32
58770FAC6	Mercedes Benz Auto Lease Trust 2020-A A3 1.840% Due 12/15/2022	405,000.00	01/21/2020 1.85%	404,946.62	0.29%	883.69	0.52%	Aaa / NR	2.29
47789JAD8	John Deere Owner Trust 2019-A A3 2.910% Due 07/17/2023	850,000.00	06/24/2020 1.26%	872,345.70	102.64	872,400.90	0.33%	Aaa / AAA	0.54
43815HAC8	Honda Auto Receivables Trust 2019-3 A3 1.780% Due 08/15/2023	775,000.00	08/20/2019 1.79%	774,995.53	102.07	791,072.73	0.70%	Aaa / NR	2.38
477870AC3	John Deere Owner Trust 2019-8 A3 2.210% Due 12/15/2023	400,000.00	07/16/2019 2.23%	399,915.08	0.46%	613.11	0.33%	Aaa / AAA	1.41
92348AA43	Verizon Owner Trust 2019-C A1A 1.940% Due 04/22/2024	555,000.00	10/01/2019 1.95%	554,957.21	102.63	568,936.05	0.36%	Aaa / NR	1.55
65475JAD5	Nissan Auto Receivables Owner 2019-C A3 1.930% Due 07/15/2024	1,370,000.00	Various 1.73%	1,376,028.28	102.84	1,408,906.63	0.45%	NR / AAA	3.73
43813DAC2	Honda Auto Receivables 2020-2 A3 0.820% Due 07/15/2024	380,000.00	05/18/2020 0.83%	379,971.40	0.40%	1,175.16	1.12%	Aaa / AAA	3.96
47789KAC7	John Deere Owner Trust 2020-A A3 1.100% Due 08/15/2024	868,000.00	Various 1.11%	867,872.03	101.03	876,917.63	0.31%	Aaa / AAA	3.96
47787NAC3	John Deere Owner Trust 2020-8 A3 0.510% Due 11/15/2024	295,000.00	07/14/2020 0.52%	294,955.04	100.08	295,236.59	0.70%	Aaa / NR	4.04
TOTAL ABS		7,797,688.22	1.89%	7,820,273.35	0.40%	7,944,878.74	6.33%	Aaa / AAA	3.17
				7,822,447.87		6,472.46	122,430.87		1.39

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Central San Joaquin Valley RMA Pool - Account #200

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/SEP Rtg	Maturity Duration
Agency									
3135G0R69	FNMA Note 1.250% Due 05/06/2021	1,600,000.00	Various	1,590,864.00	100.85	1,613,600.00	1.29%	Aaa / AA+	0.76
313379R87	FHLB Note 1.875% Due 06/11/2021	500,000.00	08/30/2017 1.37%	1,598,586.88	0.14%	4,722.22	15,013.12	AAA	0.76
3135G0U35	FNMA Note 2.750% Due 06/22/2021	650,000.00	06/28/2018 1.67%	500,857.81	0.10%	507,643.00	0.40%	Aaa / AA+	0.86
3137EAE69	FHLMC Note 1.125% Due 08/12/2021	1,305,000.00	Various 1.31%	650,962.00	0.16%	1,302.08	6,785.19	AAA	0.86
3135G0N82	FNMA Note 1.250% Due 08/17/2021	1,700,000.00	Various 1.33%	650,287.10	0.15%	664,974.70	0.53%	Aaa / AA+	0.89
3135G0Q89	FNMA Note 1.375% Due 10/07/2021	650,000.00	10/27/2016 1.50%	1,302,635.94	0.14%	1,318,116.55	1.05%	Aaa / AA+	1.03
3130AF589	FHLB Note 3.000% Due 10/12/2021	1,850,000.00	10/18/2018 3.06%	1,693,418.33	0.15%	6,892.03	15,480.61	AAA	1.02
3135G0S38	FNMA Note 2.000% Due 01/05/2022	1,750,000.00	04/25/2017 1.92%	1,698,588.92	0.13%	1,719,500.71	1.38%	Aaa / AA+	1.05
3135G0I45	FNMA Note 1.875% Due 04/05/2022	1,785,000.00	06/19/2017 1.88%	646,041.50	0.14%	9,680.56	20,911.79	AAA	1.03
313380G10	FHLB Note 2.000% Due 09/09/2022	1,000,000.00	10/10/2019 1.55%	649,052.59	0.14%	2,830.21	10,456.91	Aaa / AA+	1.17
3135G0I78	FNMA Note 2.000% Due 10/05/2022	1,000,000.00	10/17/2017 2.04%	1,848,715.69	0.13%	1,913,588.20	1.54%	Aaa / AA+	1.19
3130A3KM5	FHLB Note 2.500% Due 12/09/2022	450,000.00	08/28/2018 2.83%	1,848,715.69	0.13%	16,804.17	64,872.51	NR	1.20
3135G0T94	FNMA Note 2.375% Due 01/18/2023	1,600,000.00	04/13/2018 2.71%	1,751,945.32	0.15%	1,796,249.00	1.43%	Aaa / AA+	1.43
3130ADR69	FHLB Note 2.750% Due 03/10/2023	1,800,000.00	01/16/2019 2.71%	1,784,730.47	0.16%	2,527.78	44,303.68	AAA	1.41
3137EAE66	FHLMC Note 0.375% Due 05/05/2023	2,250,000.00	05/05/2020 0.39%	1,784,905.74	0.16%	1,836,249.14	1.47%	Aaa / AA+	1.68
3135G0H03	FNMA Note 0.250% Due 05/22/2023	2,225,000.00	05/20/2020 0.35%	1,042,700.00	0.16%	10,784.38	51,343.40	AAA	1.65
3137EAE65	FHLMC Note 2.750% Due 06/19/2023	1,700,000.00	07/20/2018 2.86%	1,009,178.85	0.20%	1,037,906.00	0.83%	Aaa / AA+	2.11
				999,123.00	0.15%	6,444.44	40,975.00	Aaa / AA+	2.06
				444,082.50	0.15%	474,083.10	0.38%	Aaa / AA+	2.13
				446,744.05	0.22%	1,625.00	27,339.05	NR	2.36
				1,576,416.00	0.18%	1,686,444.80	1.34%	Aaa / AA+	2.47
				1,802,844.00	0.18%	1,266.67	98,635.96	AAA	2.41
				1,801,787.60	0.22%	1,918,240.30	15.48%	Aaa / AA+	2.61
				2,249,055.00	0.23%	19,387.50	116,452.60	NR	2.51
				2,249,129.35	0.23%	2,259,243.00	1.80%	Aaa / AA+	2.76
				2,218,302.75	0.23%	1,968.75	10,113.65	AAA	2.74
				2,218,737.00	0.23%	2,226,268.25	1.77%	Aaa / AA+	2.81
				1,691,466.00	0.23%	1,066.15	7,531.25	AAA	2.80
				1,694,990.08	0.21%	1,824,038.80	1.46%	Aaa / AA+	2.88
						5,454.17	129,048.72	AAA	2.78

Holdings Report

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Central San Joaquin Valley RMA Pool - Account #200

CUSIP	Security Description	Par Value / Units	Purchase Date / Book Yield	Cost Value / Book Value	Mkt Price / Mkt YTM	Market Value / Accrued Int.	% of Port. Gain / Loss	Moody / S&P / IIG	Maturity Duration
3135G0604	FNMA Note Due 07/10/2023	1,905,000.00	07/08/2020	1,900,904.25	100.00	1,905,087.63	1.52%	Aaa / Aaa	2.94
3135G0443	FNMA Note Due 09/12/2023	1,740,000.00	09/13/2018	1,732,866.00	108.20	1,882,620.84	1.51%	Aaa / Aaa	2.93
3130A0F70	FHLB Note Due 09/12/2023	1,750,000.00	2.96%	1,735,552.98	0.23%	19,315.21	147,067.86	AAA	2.97
3130A0H7	FHLB Note Due 12/08/2023	2,000,000.00	12/28/2018	1,998,580.00	110.34	1,930,953.50	1.54%	Aaa / Aaa	3.16
3130A1X12	FHLB Note Due 03/08/2024	2,000,000.00	2.77%	1,782,979.43	0.27%	8,695.31	147,974.07	AAA	3.19
3130A1X12	FHLB Note Due 06/18/2019	1,875,000.00	2.37%	2,000,103.78	0.34%	2,145,344.00	1.72%	Aaa / Aaa	3.61
3135G0V75	FNMA Note Due 06/14/2024	2,000,000.00	1.96%	1,956,112.65	109.74	2,057,651.25	1.64%	Aaa / Aaa	3.87
3130A2UW4	FHLB Note Due 07/02/2024	2,000,000.00	09/25/2019	2,010,440.00	105.77	2,115,354.00	1.69%	Aaa / Aaa	3.92
3135G0W66	FNMA Note Due 09/13/2024	1,800,000.00	1.64%	2,008,581.07	0.27%	2,819.44	106,775.93	AAA	3.80
3135G0X24	FNMA Note Due 10/15/2024	1,335,000.00	Various	1,876,718.84	110.15	1,982,615.40	1.59%	Aaa / Aaa	4.12
3137EAE90	FHLB Note Due 01/07/2025	2,155,000.00	1.36%	1,349,039.03	105.45	1,407,733.47	1.13%	Aaa / Aaa	4.21
3135G03U5	FNMA Note Due 02/12/2025	2,530,000.00	1.20%	2,194,244.94	0.38%	2,273,186.67	1.81%	Aaa / Aaa	4.44
3135G0423	FNMA Note Due 04/22/2025	2,045,000.00	1.52%	2,528,232.30	105.05	2,657,716.93	2.13%	Aaa / NR	4.29
3137EAEU9	FHLB Note Due 06/17/2025	1,415,000.00	0.67%	2,041,015.95	101.04	2,066,355.94	1.65%	Aaa / Aaa	4.36
3137EAEU9	FHLB Note Due 07/21/2025	1,415,000.00	0.54%	1,327,311.80	100.49	1,336,544.93	1.06%	Aaa / Aaa	4.88
TOTAL Agency		47,695,000.00	1.68%	47,903,700.05	0.26%	49,669,943.59	39.69%	Aaa / Aaa	2.98
				47,883,734.08		210,096.90	1,786,209.51		2.90

CUSIP	Security Description	Par Value / Units	Purchase Date / Book Yield	Cost Value / Book Value	Mkt Price / Mkt YTM	Market Value / Accrued Int.	% of Port. Gain / Loss	Moody / S&P / IIG	Maturity Duration
3137BFDQ1	FHLB Note Due 09/25/2021	1,482,246.48	12/28/2018	1,483,172.89	102.03	1,512,408.70	1.21%	NR / NR	1.15
3137BMD66	FHLB Note Due 08/25/2022	1,250,000.00	2.89%	1,482,635.96	1.33%	3,694.50	29,772.74	AAA	0.95
				1,284,277.34	103.99	1,299,886.25	1.04%	Aaa / NR	2.07
				1,272,396.11	0.81%	3,218.75	27,500.14	NR	1.80

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Central San Joaquin Valley RMA Pool - Account #200

CUSIP	Security Description	Par Value/Units	Purchase Date Book Value	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int	% of Port Gain/Loss	Moodys/SP Pctn	Maturity Duration
31378JIM6	FHLMC K034 A2 3.531% Due 07/25/2023	1,420,000.00	10/19/2018 3.35%	1,429,596.09 1,426,017.61	108.26 0.56%	1,537,279.22 4,178.95	1.23% 111,261.61	NR / NR AAA	2.98 2.75
313784WB8	FHLMC K033 A2 3.060% Due 07/25/2023	750,000.00	08/19/2019 1.90%	781,406.35 773,865.08	106.85 0.56%	801,345.75 382.50	0.64% 27,500.67	Aaa / NR NR	2.98 2.73
313787M29	FHLMC K036 A2 3.527% Due 10/25/2023	1,625,000.00	Various 2.73%	1,677,527.34 1,663,429.48	108.71 0.61%	1,766,599.25 955.23	1.41% 103,169.77	Aaa / NR AAA	3.24 2.93
31378VPQ7	FHLMC K726 A2 2.905% Due 04/25/2024	1,656,043.42	04/22/2019 2.72%	1,667,881.54 1,664,875.03	106.90 0.84%	1,770,330.27 4,009.01	1.03% 105,455.24	NR / AAA NR	3.74 3.32
TOTAL CMO		8,183,289.90	2.69%	8,323,861.45	0.80%	8,687,859.44	6.93%	Aaa / AAA	2.73
				8,283,199.27		16,438.34	404,660.17	Aaa	2.45
Corporate									
5949188G8	Microsoft Callable Note Cont. 10/3/2020 2.000% Due 11/03/2020	355,000.00	10/29/2015 2.02%	354,716.00 354,985.39	100.30 0.27%	356,055.42 1,735.56	0.28% 1,070.03	Aaa / AAA AA+	0.26 0.17
00440EAT4	Chubb INA Holdings Inc Callable Note Cont 10/3/2020 2.300% Due 11/03/2020	1,435,000.00	Various 2.41%	1,434,628.65 1,434,478.95	100.33 0.40%	1,439,675.23 8,067.89	1.15% 5,196.28	A3 / A A	0.26 0.17
30231GAV4	Exxon Mobil Corp Callable Note Cont 3/1/2021 2.222% Due 03/01/2021	1,015,000.00	Various 1.97%	1,026,832.75 1,016,435.91	100.95 0.52%	1,024,616.11 9,397.21	0.82% 8,180.20	Aa1 / AA NR	0.58 0.58
369550BE7	General Dynamics Corp Note 3.000% Due 05/11/2021	1,060,000.00	Various 3.25%	1,052,565.00 1,058,071.56	102.07 0.33%	1,081,946.24 7,066.66	0.87% 23,874.68	A2 / A NR	0.78 0.77
166764BG4	Chevron Corp Callable Note Cont 4/15/2021 2.100% Due 05/16/2021	550,000.00	07/15/2016 1.57%	563,134.00 551,951.12	101.22 0.37%	556,702.85 2,406.25	0.44% 4,751.73	Aa2 / AA NR	0.79 0.70
857477AV5	State Street Bank Note 1.950% Due 05/19/2021	735,000.00	Various 2.25%	728,303.80 733,330.21	101.36 0.25%	745,006.29 2,866.50	0.60% 11,676.08	A1 / A AA-	0.80 0.79
5949188P8	Microsoft Callable Note Cont 7/8/2021 1.500% Due 08/08/2021	720,000.00	Various 1.57%	719,145.60 719,825.94	101.25 0.21%	729,025.92 5,363.00	0.58% 9,199.98	Aaa / AAA AA+	1.02 0.93
68389XBK0	Oracle Corp Callable Note Cont 8/15/2021 1.960% Due 09/15/2021	1,070,000.00	11/29/2016 2.40%	1,046,042.70 1,064,380.72	101.68 0.28%	1,087,928.92 7,680.22	0.87% 23,546.20	A3 / A A-	1.13 1.03
24422ETL3	John Deere Capital Corp Note 2.650% Due 01/06/2022	544,000.00	04/20/2017 2.33%	551,670.40 546,336.41	103.40 0.27%	562,506.34 1,001.11	0.45% 16,169.93	A2 / A A	1.44 1.41
89236TDP7	Toyota Motor Credit Corp Note 2.600% Due 01/11/2022	1,545,000.00	Various 3.21%	1,515,072.95 1,532,230.73	103.23 0.36%	1,594,826.25 2,231.66	1.27% 62,595.52	A1 / A+ A+	1.45 1.42
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.450% Due 07/28/2022	1,250,000.00	07/25/2017 2.45%	1,249,887.50 1,249,955.27	103.93 0.38%	1,299,120.00 255.21	1.03% 49,164.73	A2 / A A+	1.99 1.88

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CUSIP	Security Description	Para Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int	% of Port. Gain/Loss	Moody/ISIP Fitch	Maturity Duration
44932HAC7	IBM Credit Corp Note 2.200% Due 09/08/2022	1,275,000.00	Various 2.68%	1,248,539.00	103.94	1,325,280.90	1.05%	A2 / A	2.11
48128BA87	JP Morgan Chase & Co Callable Note IX 1/15/2022 2.972% Due 01/15/2023	1,175,000.00	Various 3.24%	1,160,731.25	103.57	1,114,209.00	0.32%	NR	2.05
808513AT2	Charles Schwab Corp Callable Note Cont. 12/25/2022 2.650% Due 01/25/2023	500,000.00	03/23/2018 3.25%	1,167,819.48	0.51%	1,216,972.18	0.97%	A2 / A-	2.46
2442ZETG4	John Deere Capital Corp Note 2.800% Due 03/06/2023	850,000.00	Various 3.49%	486,710.00	105.33	1,552.05	0.42%	A2 / A	1.43
037833AK6	Apple Inc Note 2.400% Due 05/03/2023	855,000.00	11/28/2018 3.54%	825,509.00	106.29	903,477.75	0.73%	A2 / A	2.60
166764AH3	Chevron Corp Callable Note Cont. 3/24/2023 3.191% Due 06/24/2023	1,500,000.00	12/10/2018 3.52%	815,490.45	105.74	904,040.24	0.72%	Aa1 / AA+	2.76
02665WC18	American Honda Finance Note 3.450% Due 07/14/2023	350,000.00	07/11/2018 3.49%	836,074.10	107.47	1,611,975.00	1.29%	Aa2 / AA	2.90
69371RP59	Paccar Financial Corp Note 3.400% Due 08/09/2023	865,000.00	08/06/2018 3.41%	349,394.50	108.13	378,448.35	0.30%	A3 / A-	2.95
06406RA16	Bank of NY Mellon Corp Note 3.450% Due 08/11/2023	1,300,000.00	05/16/2019 2.79%	864,645.35	108.45	938,052.71	0.76%	A1 / A+	3.02
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	965,000.00	10/03/2018 3.64%	1,334,190.00	108.81	1,414,561.20	1.14%	A1 / A	3.03
06051GHF9	Bank of America Corp Callable Note IX 3/5/2023 3.250% Due 03/11/2024	1,250,000.00	03/06/2019 3.01%	964,208.70	109.27	21,179.17	90,093.37	AA-	2.86
89114CCB2	Toronto Dominion Bank Note 3.950% Due 05/18/2024	1,200,000.00	03/26/2019 2.97%	1,253,686.40	107.14	1,339,238.75	1.08%	A2 / A-	3.01
404280B57	HSBC Holdings PLC Callable Note IX 5/18/2023 3.950% Due 05/18/2024	1,200,000.00	08/28/2019 2.20%	1,211,062.46	109.62	1,315,470.00	1.06%	Aa3 / A	3.61
78013XZU5	Royal Bank of Canada Note 2.550% Due 07/16/2024	1,416,000.00	Various 2.23%	1,261,008.00	107.83	1,293,907.20	1.04%	AA-	3.40
91159HHX1	US Bancorp Callable Note Cont. 6/28/2024 2.400% Due 07/30/2024	905,000.00	10/10/2019 2.08%	1,432,801.57	107.20	1,517,988.82	1.21%	A2 / A	3.96
69371RQ25	Paccar Financial Corp Note 2.150% Due 08/15/2024	370,000.00	08/08/2019 2.20%	918,104.40	106.99	968,251.36	0.77%	A1 / A+	4.00
14913C3B3	Caterpillar Finl Service Note 2.150% Due 11/08/2024	600,000.00	01/28/2020 1.92%	369,339.84	105.82	391,539.92	0.31%	A1 / A+	3.75
				606,282.00	106.99	641,914.80	0.51%	A3 / A	4.28
				605,619.22	0.49%	2,974.17	36,295.58	A	4.08

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Central San Joaquin Valley RMA Pool - Account #200

CUSIP	Security Description	Paid Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int	% of Port Selling Loss	Moody/S&P Rtn	Maturity Duration
909331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.050% Due 01/21/2025	570,000.00	01/16/2020 2.10%	568,785.90 568,914.15	106.55 0.54%	607,335.00 374.58	0.48% 38,420.85	A1/AA- AA-	4.48 4.22
TOTAL Corporate		27,425,000.00	2.73%	27,400,061.40	0.49%	28,827,001.74	23.08%	A1 / A+	2.44
Money Market Fund FI									
26200X845	Dreyfus Funds Inst'l Reserve Treasury #6541	317,266.38	Various 0.01%	317,266.38 317,266.38	1.00 0.01%	317,266.38 0.00	0.25% 0.00	Aaa / AAA AAA	0.00 0.00
TOTAL Money Market Fund FI		317,266.38	0.01%	317,266.38	0.01%	317,266.38	0.25%	Aaa / AAA	0.00
Municipal Bonds									
13063DRK6	California St Taxable GO 2.400% Due 10/01/2024	1,355,000.00	10/16/2019 1.91%	1,386,124.35 1,381,259.01	107.43 0.59%	1,455,730.70 10,840.00	1.17% 74,471.69	Aa2/AA- AA	4.17 3.96
TOTAL Municipal Bonds		1,355,000.00	1.91%	1,386,124.35	0.59%	1,455,730.70	1.17%	Aa2 / AA-	4.17
Supranational									
45950KCM0	International Finance Corp Note 2.250% Due 01/25/2021	635,000.00	01/18/2018 2.35%	633,133.10 634,698.50	100.87 0.25%	641,140.45 238.13	0.51% 6,441.95	Aaa / AAA NR	0.49 0.48
45950KCI7	International Finance Corp Note 1.125% Due 07/26/2021	1,750,000.00	10/16/2018 3.04%	1,662,255.00 1,719,210.75	100.83 0.27%	1,764,489.75 601.56	1.40% 45,239.00	Aaa / AAA NR	0.97 0.97
4581X0C6G	Inter-American Dev Bank Note 2.125% Due 01/18/2022	1,680,000.00	01/10/2017 2.15%	1,677,993.60 1,679,394.57	102.71 0.27%	1,725,529.68 1,289.17	1.37% 46,135.11	Aaa / NR AAA	1.47 1.45
4581X0C29	Inter-American Dev Bank Note 1.750% Due 09/14/2022	1,000,000.00	09/26/2017 2.01%	987,650.00 994,724.67	103.24 0.22%	1,032,405.00 6,659.72	0.83% 37,680.33	Aaa / AAA AAA	2.12 2.08
TOTAL Supranational		5,065,000.00	2.45%	4,960,971.70	0.26%	5,163,524.88	4.12%	Aaa / AAA	1.31
US Treasury									
912828B90	US Treasury Note 2.000% Due 02/28/2021	300,000.00	Various 1.49%	307,072.15 300,849.10	101.09 0.14%	303,257.70 2,510.87	0.24% 2,408.60	Aaa / AA+ AAA	0.58 0.58
912828Q37	US Treasury Note 1.250% Due 03/31/2021	1,050,000.00	12/13/2016 1.81%	1,025,681.25 1,046,246.72	100.75 0.13%	1,057,834.05 4,410.66	0.85% 11,587.33	Aaa / AA+ AAA	0.67 0.66

Holdings Report

As of July 31, 2020

Central San Joaquin Valley RMA Pool - Account #200

CLSP	Security Description	Per Value/Units	Purchase Date	Cost Value	Mkt Price	Market Value	% of Port.	Moody/S&P	Maturity
			Book Yield	Book Value	Mkt YTM	Accrued Int.	Gain/Loss	Rating	Duration
912828T34	US Treasury Note	1,700,000.00	11/09/2016	1,671,251.79	101.15	1,719,522.80	1.37%	Aaa / AA+	1.17
	1.125% Due 09/30/2021		1.48%	1,693,155.19	0.14%	6,427.25	26,367.61	AAA	1.16
912828F96	US Treasury Note	1,800,000.00	01/21/2017	1,804,716.97	102.32	1,841,695.20	1.47%	Aaa / AA+	1.25
	2.000% Due 10/31/2021		1.94%	1,801,239.73	0.14%	9,097.83	40,455.47	AAA	1.23
912828H43	US Treasury Note	1,805,000.00	03/13/2017	1,772,360.93	102.56	1,851,182.73	1.48%	Aaa / AA+	1.58
	1.750% Due 07/28/2022		2.14%	1,794,618.94	0.13%	13,218.68	56,563.79	AAA	1.56
912828XG0	US Treasury Note	1,800,000.00	08/15/2017	1,825,529.47	103.82	1,868,765.40	1.49%	Aaa / AA+	1.92
	2.125% Due 06/30/2022		1.82%	1,810,022.26	0.13%	3,326.09	58,743.14	AAA	1.88
912828L24	US Treasury Note	525,000.00	09/26/2017	525,227.34	103.64	544,133.63	0.44%	Aaa / AA+	2.08
	1.875% Due 08/31/2022		1.87%	525,096.04	0.12%	4,119.40	19,037.59	AAA	2.04
912828L57	US Treasury Note	1,800,000.00	10/17/2017	1,780,031.25	103.52	1,863,280.80	1.49%	Aaa / AA+	2.17
	1.750% Due 09/30/2022		1.99%	1,791,274.72	0.12%	10,586.07	72,006.08	AAA	2.12
912828N30	US Treasury Note	1,800,000.00	01/15/2018	1,772,015.63	104.83	1,886,905.80	1.50%	Aaa / AA+	2.42
	2.125% Due 12/31/2022		2.46%	1,786,287.66	0.12%	3,326.09	100,618.14	AAA	2.36
912828X70	US Treasury Note	450,000.00	06/10/2019	451,582.03	106.89	481,007.70	0.38%	Aaa / AA+	3.75
	2.000% Due 04/30/2024		1.92%	451,212.45	0.16%	2,274.46	29,795.25	AAA	3.62
912828XX3	US Treasury Note	2,200,000.00	Various	2,221,054.69	107.14	2,357,179.00	1.88%	Aaa / AA+	3.92
	2.000% Due 06/30/2024		1.78%	2,217,788.52	0.17%	3,826.08	139,390.48	AAA	3.78
912828D56	US Treasury Note	1,500,000.00	08/29/2019	1,566,503.91	108.84	1,632,657.00	1.31%	Aaa / AA+	4.04
	2.375% Due 08/15/2024		1.45%	1,554,135.36	0.18%	16,442.31	78,521.64	AAA	3.84
912828300	US Treasury Note	1,000,000.00	11/07/2019	1,022,617.19	108.74	1,087,422.00	0.87%	Aaa / AA+	4.25
	2.250% Due 10/31/2024		1.77%	1,019,297.35	0.18%	5,686.14	68,124.65	AAA	4.06
912828ZC7	US Treasury Note	2,250,000.00	03/18/2020	2,284,716.80	104.25	2,345,625.00	1.87%	Aaa / AA+	4.58
	1.125% Due 02/28/2025		0.81%	2,282,123.13	0.19%	10,592.73	63,501.87	AAA	4.46
912828ZF0	US Treasury Note	2,200,000.00	05/28/2020	2,215,554.69	101.39	2,230,507.40	1.78%	Aaa / AA+	4.67
	0.500% Due 03/31/2025		0.35%	2,214,991.31	0.20%	3,696.72	15,516.09	AAA	4.61
TOTAL US Treasury		22,180,000.00	1.62%	22,245,916.10	0.15%	23,070,976.21	18.44%	Aaa / AA+	2.81
				22,286,338.48		99,541.58	782,637.73	Aaa	2.74
TOTAL PORTFOLIO		120,018,244.50	2.03%	120,358,174.78	0.34%	125,137,183.68	100.00%	Aaa / AA	2.76
				120,453,315.13		530,578.97	4,683,866.55	Aaa	2.51
TOTAL MARKET VALUE PLUS ACCRUALS						125,667,760.65			



LAI F POOL

Managed by State of California Treasurer's Office

L A I F



PMIA/LAIF Performance Report as of 08/18/20



2019	2.355	2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280	2.190	2.103	2.043
2020	1.967	1.912	1.787	1.648	1.363	1.217	0.920					

PMIA Average Monthly Effective Yields⁽¹⁾

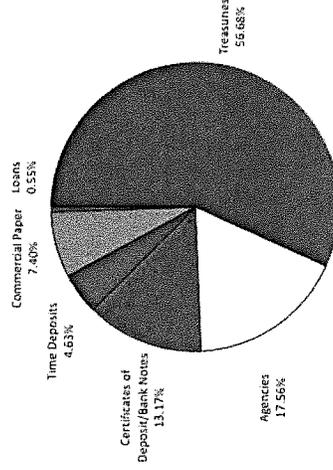
Jul	0.920
Aug	1.217
May	1.363

Quarterly Performance Quarter Ended 06/30/20

LAIF Apportionment Rate ⁽²⁾ :	1.47
LAIF Earnings Ratio ⁽³⁾ :	.00004012766505335
LAIF Fair Value Factor ⁽⁴⁾ :	1.004912795
PMIA Daily ⁽¹⁾ :	1.08%
PMIA Quarter to Date ⁽¹⁾ :	1.41%
PMIA Average Life ⁽⁵⁾ :	191

*Revised 7/21/2020 per State Controller's Office

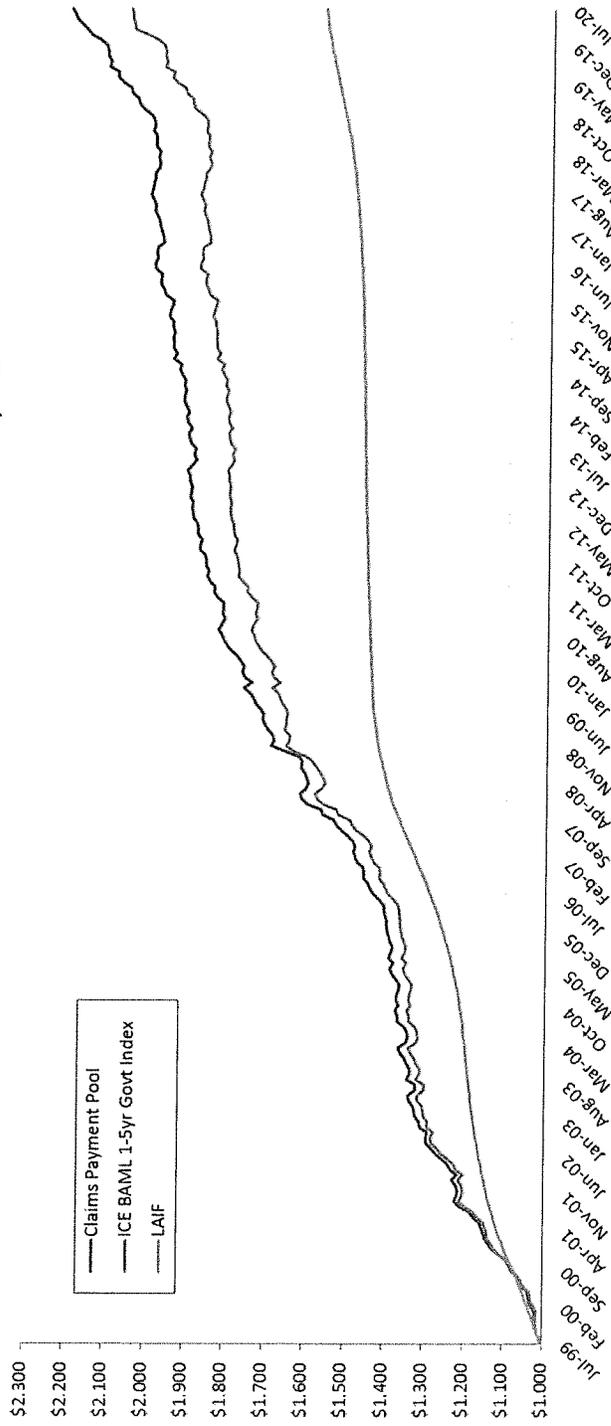
Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 07/31/20 \$113.5 billion



CSJVRMA – Claims Payment Portfolio

As of July 31, 2020

CSJVRMA Claims Payment Growth of \$1 million From November 1999 To July 2020



Historical return on \$1 million invested in November 1999

	7/31/2020	Return
LAIF	\$1,569,411	2.10%
ICE BAML 1-5yr Govt Index	\$2,057,693	3.48%
Claims Payment Pool	\$2,206,161	3.81%



BANK OF NEW YORK

Time Value Investments, Investment Broker

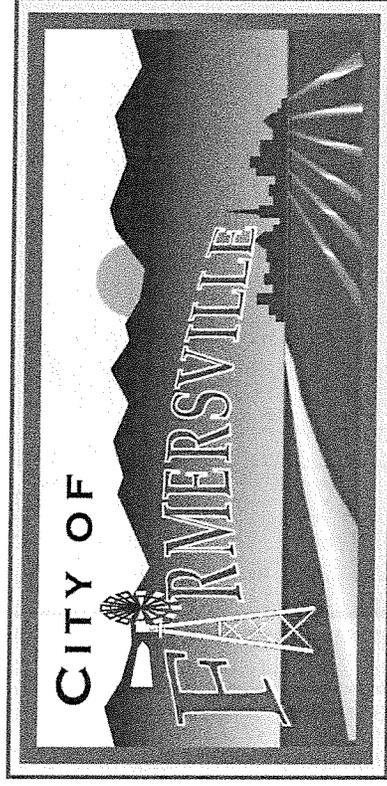
CERTIFICATES OF DEPOSIT

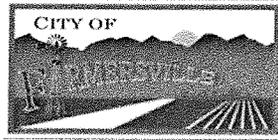
- AMERICAN EXPRESS FED SVGS BK INSTL CTF DEP PROGRAM BOOK 2.35%
- AMERICAN EXPRESS CENTURION BK CTF DEP PROGRAM BOOK 2.40%
- CAPITAL ONE BK USA NATL ASSN GLEN ALLEN VA 1.60% CTF DEP ACT/365
- COMENITY CAP BK SALT LAKE CITY UTAH 2.30% CTF DEP ACT/365
- EAGLEBANK BETHESDA MD CTF DEP 1.550% 03/20/24 DTD
- FALL RIV FIVE CENTS SVGS BK FALL RIV MASS CTF DEP 1.40% ACT/365
- LUANA SVGS BK IOWA CTF DEP 1.400% 03/13/23 B/E DTD 03/13/20
- MORGAN STANLEY BK N A SALT LAKE CITY UTAH CTF DEP 1.700%
- MORGAN STANLEY PRIVATE BK NATL ASSN PUR N Y CTF DEP 1.700%
- SALLIE MAE BK SALT LAKE CITY UT CTF DEP 0.650% 07/29/25 B/E
- WELLS FARGO BK N A SIOUX FALLS S D CTF DEP ACT/365 2.850%

BANK OF NEW YORK INVESTMENT ACCOUNT

Primary broker used for purchases is Time Value Investments.

Questions & Comments?





City Council

Staff Report 8D

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: August 24, 2020

SUBJECT: Award to Bush Engineering for the Construction Phase of the Deep Creek Restoration Project

RECOMMENDED ACTION:

It is respectfully recommended that the City Council accept and award the construction bid for the Deep Creek Restoration Project, Phase 1 from the lowest bidder, Bush Engineering Inc. for the Base Bid plus Alternate A2, with the following actions:

1. Award the construction contract to Bush Engineering Inc. for \$400,863.04 for the Base Bid plus Alternate A2.
2. Authorize a contingency of \$40,086.30 for changes during construction to be administered by the City Manager.
3. Approve the use of \$130,784.34 from the City's Cannabis Business Tax fund to supplement the existing grant funding for the project by way of separate budget amendment.

BACKGROUND:

The Deep Creek Restoration Project is funded by a Department of Water Resources (DWR) grant. The work consists of site clearing, grading, installation of articulated block mat, installation of GeoWeb erosion control system, installation of slope protection, landscape and irrigation, and creek bed grading.

The City opened bids on August 12, 2020 and received two bids for the project: one from Bush Engineering and one from Cal Valley Construction. The bids were based on two competing alternates for erosion control: one for articulated block mats (Alternate A1) and the second for GeoWeb erosion control system (Alternate A2). Both contractors provided lower-cost bids for the GeoWeb erosion control alternate A2.

DISCUSSION:

The following is a summary of the bids received:

Base Bid, Plus Alternate A1

- | | |
|----------------------------|--------------|
| 1. Bush Engineering | \$464,758.19 |
| 2. Cal Valley Construction | \$491,991.00 |

Base Bid, Plus Alternate A2	
1. Bush Engineering	\$400,863.04
2. Cal Valley Construction	\$415,202.00

COORDINATION & REVIEW:

The amount of funds available in the grant for construction phase activities is \$318,160.

The following list represents the existing funds within the awarded grant allocation for construction, construction technical support, grant reporting and closeout.

Construction Contract	\$318,160
Grant Closeout	\$ 6,773
Construction Technical Support	\$25,000
- Materials Testing	
- Construction Staking	
- Biological Monitoring	
Total existing grant allocation:	<u>\$349,933</u>

The following list represents the **additional** funds above the grant allocation needed for the completion of the project:

Construction Contract balance	\$82,703.04
10% Contingency	\$40,086.30
CSET Participation (Cleanup, tree planting)	\$7,995.00
Total additional funds to be appropriated: (above the grant allocation)	<u>\$130,784.34</u>

Engineering Staff has worked with the Public Works and Finance Departments to make sure that this project meets the needs of the City and the current and proposed budget.

ALTERNATIVES:

The City has worked with DWR to extend this grant through June 2021. However, the City Council may choose to direct staff to cancel the project. In doing so, Council can expect DWR to request a refund of all reimbursed project expenditures to date which is a total of \$295,100.27. Additionally, the City has spent an \$97,031.67 that has not yet been reimbursed by the State and that would need to be absorbed by City. This would represent a total loss of \$392,131.94 if the project were cancelled.

FISCAL IMPACT:

This project is being funded by the Department of Water Resources with State funds through a grant. The original grant award for this project was \$748,465.00 and work began in April of 2016. Since then the amount spent to date is approximately \$392,131.94 leaving approximately \$356,333.06 left in grant funding to complete this project. Since the needed project budget

exceeds the grant funds available, the projected shortfall of \$130,784.34 could come from the City's Cannabis Business Tax fund.

The need for gap funding on this project arises from the many delays relative primarily to the design phase of the project and a very extended period attempting to acquire the needed permits from the State to start the construction phase of the project.

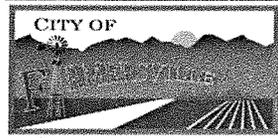
While there are funds available from Cannabis Business Tax revenues to fund this project it means that the funds will not be available for other projects or City initiatives in the future. However, as mentioned previously, the alternative to providing gap funding of \$130,784.34 is to not complete the project and return the funds to the State would cost the City approximately \$261,347.60 more than the gap funding and also result in an incomplete project.

A budget amendment, in addition to the use of all remaining grant funds allocated by the State will be required and therefore if the City Council approves the award of this contract, an additional (and separate staff report) budget amendment will need to be approved to fully fund this project.

CONCLUSION:

It is respectfully recommended that the City Council:

1. Award the construction contract to Bush Engineering Inc. for \$400,863.04 for the Base Bid plus Alternate A2.
2. Authorize a contingency of \$40,086.30 for changes during construction to be administered by the City Manager.
3. Approve the use of \$130,784.34 from the City's Cannabis Business Tax fund to supplement the existing grant funding for the project by way of separate budget amendment.



City Council

Staff Report 8E

TO: Honorable Mayor and City Council

FROM: Steve Huntley, Director of Finance & Administration

DATE: August 24, 2020

SUBJECT: First Amendment to the Fiscal Year 2020-21 Budget by Resolution 2020-054

RECOMMENDED ACTION:

Adopt the First Budget Amendment for Fiscal Year 2020-21 by Resolution 2020-054.

BACKGROUND:

Each year, the City goes through a budget process that starts in January and ends with adoption of that budget in June for the following fiscal year starting in July. However, it is necessary from time to time to make further adjustments to keep the budget appropriate and accurate. Many times this will be caused by a new project or program being started at some point throughout the year, a change in staffing, other one time expenses that were unanticipated, or an administrative oversight.

This budget amendment is early in the Fiscal Year but was deemed necessary to provide needed gap funding for the completion of the Deep Creek Restoration Project within the required period of performance.

The details of the proposed amendment are below:

DISCUSSION:

As discussed in a previous staff report, the Deep Creek Restoration Project is funded by a Department of Water Resources (DWR) grant. The work consists of site clearing, grading, installation of articulated block mat, installation of GeoWeb erosion control system, installation of slope protection, landscape and irrigation, and creek bed grading.

Bush Engineering was the low bid on the construction phase of the project which was presented for award by City Council in an earlier agenda item.

The original grant award for this project was \$748,465.00 and work began in April of 2016. Since then the amount spent to date is approximately \$392,131.94 leaving approximately \$356,333.06 left in grant funding to complete this project.

However, the following list represents the projected **additional** funds above the grant allocation needed for the completion of the project:

Construction Contract balance	\$82,703.04
10% Contingency	\$40,086.30
CSET Participation (Cleanup, tree planting)	\$7,995.00

Total additional funds to be appropriated: \$130,784.34
(above the grant allocation)

The need for gap funding on this project arises from the many delays relative primarily to the design phase of the project and a very extended period attempting to acquire the needed permits from the State to start the construction phase of the project.

Therefore, the suggested budget amendment would transfer the needed amount of gap funding from the Cannabis Business Tax Fund (104) to the Grant Fund (12) in the amount of up to \$130,784.34, but not to exceed the total additional funds needed to cover the expenses beyond grant funding levels.

Therefore, it is staff's recommendation to approve resolution 2020-054 to amend the 2020-21 Budget.

ATTACHMENT(S): 1

1. Resolution 2020-054 Adoption of Fiscal Year 2020-21 Budget Amendment.

RESOLUTION 2020-054

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FARMERSVILLE
APPROVING AND ADOPTING THE FIRST BUDGET AMENDMENT
FOR FISCAL YEAR 2020-21**

WHEREAS, the adopted budget for Fiscal Year 2020-21 was approved by the City Council on June 8, 2020 by Resolution 2020-017; and

WHEREAS, on August 24, 2020 the City Council heard a report on the status of the Deep Creek Restoration Project and the need for additional gap funding; and

WHEREAS, staff recommended that the project should be completed with additional City funding provided by revenues from the Cannabis Business Tax Fund up to, but not to exceed, the projected additional costs of \$130,784.34; and

WHEREAS, the City Council has considered the recommended amendment to the budget presented in the attached staff report;

NOW, THEREFORE, BE IT RESOLVED, the Farmersville City Council hereby makes the first budget amendment for Fiscal Year 2020-21, as attached hereto as the supporting staff report, regarding the revenues and expenditures are hereby approved and adopted effective August 24th, 2020.

The foregoing resolution was adopted upon motion of Council Member _____ and Council Member _____ seconded the motion at a regular meeting of the City Council held on the 24th day of August, 2020, by the following roll call vote:

AYES: _____

NOES: _____

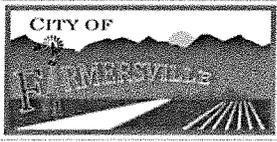
ABSTAIN: _____

ABSENT: _____

Greg Gomez, Mayor

WITNESS my hand and seal this 24th day of August, 2020.

Rochelle Giovani, City Clerk



Staff Report 8F

TO: Honorable Mayor and Members of the Farmersville City Council

FROM: Jeff Dowlen, Director of Public Works

DATE: August 24, 2020

RE: Deep Creek Cemetery Water Service

RECOMMENDED ACTION:

It is respectfully requested that the City Council provide direction regarding the connection of water to the Deep Creek Cemetery.

BACKGROUND:

The Exeter Public Cemetery District manages the Deep Creek Cemetery located on Road 168, just north of East Walnut Avenue. Between 2013-2015, the Cameron Creek Colony was severely impacted by the drought, as most of the residents had shallow water wells and they were systematically going dry. The district was just as unfortunate.

Their water well went dry in 2014 and the City Council discussed the issue in 2016 and did not direct staff to take any further action. Recently, the District contacted the City again stating that they had limited funds available and requested connecting at a reduced cost or could the cost be waived by the city.

ANALYSIS: and / or DISCUSSION

The Deep Creek Cemetery encompasses approximately 4.8 acres, which is comparable to the size of Veterans or Roy Park. An estimate of the annual volume of water used by the cemetery will be between 270,000-540,000 cubic feet of water.

Also note, the Exeter Public Cemetery is not affiliated with, nor is it located within the City of Exeter's city limits, nor is it provided water by the City of Exeter. The district obtains water from their own water well. The Deep Creek Cemetery is not within the Farmersville city limits or within our sphere of influence.

One item for discussion and potential concern is how will providing the cemetery with city water affect our groundwater sustainability efforts with the State of California. The additional water usage could be comparable to either Veterans or Roys Park.

The Cemetery District receives tax revenue from Farmersville residents to provide upkeep to the cemeteries, so it is their financial responsibility to manage and maintain the properties. City staff does not know how much that portion of revenue totals, but according to the most recent available property tax apportionments, in Fiscal Year 2018, the District received \$73,709.60 from the entire jurisdiction.

FISCAL IMPACT:

Initial installation costs for the city to install a two (2") inch water service is \$7,066.56. The city will also incur increased costs to supply water to the cemetery.

CONCLUSION:

It is respectfully requested that the City Council provide staff with direction regarding the installation of water services to the Deep Creek Cemetery.

Council should provide direction to staff on two matters:

- 1) Should the City allow the Cemetery District to connect to City water?
- 2) If yes, who should pay for the water connection?