



# **CITY OF BISHOP**

## **CITY COUNCIL MEETING AGENDA**

**City Council Chambers - 301 West Line Street - Bishop, California**

### **NOTICES TO THE PUBLIC**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the City Clerk at 760-873-5863. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28CFR 13.102-35.104 ADA Title II)

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Members of the public desiring to speak on a matter appearing on the agenda should ask the Mayor for the opportunity to be heard when the item comes up for Council consideration. NOTE: Comments for all agenda items are limited to a speaking time of three minutes.

**MONDAY, APRIL 9, 2012**

**7:00 P.M.**

### **INVOCATION**

### **PLEDGE OF ALLEGIANCE**

### **ROLL CALL**

**PUBLIC COMMENT – NOTICE TO THE PUBLIC:** This time is set aside to receive public comment on matters not calendared on the agenda. When recognized by the Mayor, please state your name and address for the record and please limit your comments to three minutes. Under California law the City Council is prohibited from generally discussing or taking action on items not included in the agenda; however, the City Council may briefly respond to comments or questions from members of the public. Therefore, the City Council will listen to all public comment but will not generally discuss the matter or take action on it.

### **PRESENTATIONS**

- (1) The Quarterly Citizen Award will be presented to Stan Matlick for voluntary services to the community by both him and his wife, Roberta.

### **PROCLAMATIONS**

- (2) Proclaiming April as Sexual Assault Awareness in the City of Bishop as requested by Wild Iris
- (3) Proclaiming April as Child Abuse Prevention Month in the City of Bishop as requested by Wild Iris

### **DEPARTMENT HEAD REPORTS**

- (4) Updates on department activities will be given by the Department Heads
  - A. Fire Chief Ray Seguire
  - B. Police Chief Chris Carter
  - C. Public Works Director/City Engineer Dave Grah
  - D. City Administrator/Community Services Director Keith Caldwell

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

(5)

**FOR APPROVAL/FILING**

- |         |   |
|---------|---|
| Minutes | (a) Council on Campus – March 12, 2012                                  |
|         | (b) Council Meeting – March 12, 2012                                    |
| Reports | (c) Warrant Register – March 2012                                       |
|         | (d) Investment Portfolio – February 2012                                |
|         | (e) Sunrise Mobile Home Replacement Reserve Account<br>1/1/12 – 3/31/12 |

**FOR INFORMATION/FILING**

- |         |   |
|---------|---|
| Minutes | (f) Parks and Recreation Commission – February 22, 2012 |
|         | (g) Planning Commission - February 28, 2012             |
| Reports | (h) Fire Department Activity Log – March 2012           |
|         | (i) Public Works Building Permits Report – March 2012   |
|         | (j) Sewer Fund Monthly Balances 2011-2012               |
|         | (k) Water Fund Monthly Balances 2011-2012               |

**NEW BUSINESS**

- (6) **BID AWARD – AUDITORIUM SIDEWALK PROJECT** – Consideration to award the construction contract for the Auditorium Sidewalk Project to V and C Construction from Minden, Nevada - Public Works Department.
- (7) **REQUEST TO GO TO BID** – Consideration of the request to advertise for bids for twelve (12) narrow band radios – Police Department
- (8) **REQUEST TO WAIVE THE HIRING FREEZE** – Consideration to waive the hiring freeze to fill one Reserve Police Officer position – Police Department.
- (9) **ORDINANCE NO. 539 RELATING TO CITY COMMISSIONS** – Discussion to determine the number of members of the Parks and Recreation Commission and consideration to approve the introduction/first reading of Ordinance No. 539 amending sections of the Municipal Code relating to commissions – Administration.
- (10) **AMENDMENT TO COUNCIL POLICY MANUAL** – Consideration to approve the update to the Council Policy Manual A-3 Commission Appointments and procedure for filling vacancies – Administration.
- (11) **COUNCIL RETREAT** – Consideration to set a date for a Council Retreat as requested – Administration.
- (12) **LOS ANGELES DEPARTMENT OF WATER AND POWER LEASE BL-1239** – Consideration to approve the five-year lease with the LADWP for the Sierra Street Parking Lot – Administration.
- (13) **SET COMMISSION INTERVIEW COMMITTEE** – Appoint two Council Members to serve on the interview committee for an upcoming term expiration on the Parks and Recreation Commission – Administration.

- (14) REQUEST TO SURPLUS OBSOLETE CITY PROPERTY – Consideration to declare obsolete City property as surplus to the needs of the City and dispose as appropriate – Administration.
- (15) BUDGET ADJUSTMENTS/TRANSFERS – Consideration to approve Budget Adjustments and Transfers for FY 2011-2012 through March 30, 2012 – Administration/Finance.

**COUNCIL AND COMMITTEE REPORTS**

**CLOSED SESSION**

- (16) CONFERENCE WITH LABOR NEGOTIATOR Keith Caldwell, City Administrator, pursuant to Government Code § 54957.6(a) – Bishop Employees Association, Bishop Police Officers Association, Mid-Management, Management.

**REPORT ON ACTIONS TAKEN IN CLOSED SESSION IF REQUIRED**

**ADJOURNMENT**

Monday, April 23, 2012 - 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers  
Monday, May 14, 2012 - 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers  
Tuesday, May 29, 2012 - 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers  
Monday, June 11, 2012 - 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers  
Monday, June 25, 2012 - 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers



# CITY OF BISHOP

## STUDY SESSION AGENDA

Council Chambers - 301 West Line Street - Bishop, California

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**MONDAY, APRIL 9, 2012**

**4:00 p.m.**

### CALL TO ORDER

### ROLL CALL

PUBLIC COMMENT - NOTICE TO THE PUBLIC: This time is set aside to receive public comment on matters not calendared on the agenda. When recognized by the Mayor, please state your name and address for the record and please limit your comments to three minutes. Under California law the City Council is prohibited from generally discussing or taking action on items not included in the agenda; however, the City Council may briefly respond to comments or questions from members of the public. Therefore, the City Council will listen to all public comment but will not generally discuss the matter or take action on it.

### SCHEDULED DISCUSSION

1. Bishop population sign
2. Sunrise Mobile Home Park
3. Review potential dates and agenda items for Council Retreat
4. Current 7:00 p.m. agenda items
5. Future agenda items

### DEPARTMENT HEAD REPORTS

1. Fire Chief Ray Seguire
2. Police Chief Chris Carter
3. Public Works Director/City Engineer Dave Grah
4. City Administrator / Community Services Director Keith Caldwell

### DISCUSSION

1. Councilmember Jim Ellis
2. Councilmember Jeff Griffiths
3. Councilmember Laura Smith
4. Mayor Pro Tem Susan Cullen
5. Mayor Dave Stottlemyre

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

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

**SUBJECT: SET DATE AND AGENDA FOR COUNCIL RETREAT**

DATE: APRIL 9, 2012

Attachments: Draft Retreat Agenda

BACKGROUND/SUMMARY

It has been requested by Council that a date be set for a Retreat. Attached is a draft agenda with topics requested by Council Members.

RECOMMENDATION

Set a date for Council Retreat and add agenda items as appropriate.



# CITY OF BISHOP COUNCIL RETREAT AGENDA

DATE: \_\_\_\_\_

Time: \_\_\_\_\_

**Executive Conference Room  
377 West Line Street  
Bishop, California 93514**

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## ROLL CALL

## PUBLIC COMMENT

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

## DISCUSSION

1. Street Vendor Licenses
2. Legislative Platform
3. Budget – Fiscal Year 2011-2012

## ADJOURNMENT

The next regularly scheduled City Council meetings are scheduled on \_\_\_\_\_, in the Council Chambers.

# **AGENDA PLANNING FOR UPCOMING MEETINGS**

## **MON – APRIL 23, 2012 MEETINGS**

**4:00 PM**

- 

**7:00 PM**

- Recognition of Bishop High School Junior Varsity Mathletes League Champions
- Recognition of Bronco Athlete
- Advertise Church St Water Project
- Award Wye Road Storm Drain Project
- Street Closure – Every 15 Minutes
- Advertise valve exerciser
- Change contract order with Nolte for Sneden Street Improvement Project
- Fixed Asset Policy revisions

## **MON – MAY 14, 2012 MEETINGS**

**4:00 PM**

**7:00 PM**

- Appointment of Parks and Recreation Commissioner
- 

## **TUES, MAY 29, 2012 MEETINGS**

**4:00 PM**

**7:00 PM**

- Water Storage Tank Project – Work Order 4
- Approve sewer trunk consultant contract

TO: CITY COUNCIL

FROM: KEITH CALDWELL, INTERIM CITY ADMINISTRATOR/ COMMUNITY SERVICES  
DIRECTOR

**SUBJECT: QUARTERLY COUNCIL CITIZEN AWARD**

DATE: APRIL 9, 2012

BACKGROUND/SUMMARY

As determined by Council, a citizen award will be presented quarterly to a deserving person or persons who have contributed to the Bishop community in various ways. Council selected Stan and Roberta Matlick as the recipients of this quarter's award.

RECOMMENDATION:

Make the presentation to the Stan Matlick.

## STAN AND ROBERTA MATLICK

### CITIZEN AWARD APRIL 2012

- Roberta Matlick was a dedicated, loved and respected teacher and volunteer in the Bishop Schools from 1946 through 2011. She taught and nurtured many students of all ages during those years.
- Roberta was the founder of the Laws Railroad Museum's Good Ole Days and attended Council meetings annually to announce the event's activities and inspire everyone's attendance.
- She was a member of the Community Concert Association and served as a board member as well as serving on the Inyo Mono Area Agency on Aging.
- She was well known for her piano playing skills at many events and at the Presbyterian Church.
- Roberta passed away in January this year. She is missed by all who knew her and those who benefited from her many talents.
  
- Stan has also been involved with Laws Railroad Museum and formerly served as Director for 14 years. He also served on the Bishop Homecoming and Labor Day Association for 25 years.
- He is a 51-year member of the V.F.W.
- 49-year member of the Bishop Lions Club
- Retired member of the Eastern Sierra Community Services District board after serving 29 years.
- Stan has also been a strong supporter of the Bishop Friendship Center and Methodist Soup Kitchen.
- Stan fought to prevent the addition of new wells on the Bishop Cone to preserve the environment.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

**SUBJECT: PROCLAMATION – SEXUAL ASSAULT AWARENESS MONTH  
PROCLAMATION - CHILD ABUSE PREVENTION MONTH**

DATE: APRIL 9, 2012

Attachments: Correspondence from Misti Clark-Holt, Program Manager, Wild Iris  
Proclamation designating April as Sexual Assault Awareness Month  
Proclamation designating April as Child Abuse Prevention Month

BACKGROUND

Wild Iris has requested that Sexual Assault Awareness Month and Child Abuse Prevention Month both be recognized by the City of Bishop. Separate outreach campaigns will be held throughout Inyo and Mono Counties.

RECOMMENDATION

Read the proclamations and hear the report.

**TO:** Bishop City Council, Denise

**FROM:** Misti Clark-Holt

**DATE:** 3/13/2012

**RE:** Sexual Assault Awareness & Child Abuse Prevention Months

Denise:

Once again, we want to thank the Council Members for their continued support in declaring April as Child Abuse Prevention and Sexual Assault Awareness Months. Wild Iris will be recognizing these awareness months by executing different outreach campaigns throughout Inyo and Mono Counties. Wild Iris would like to request the attached proclamations be adopted by the Council.

If you have availability at your April 9<sup>th</sup>, 2012 meeting, we would appreciate these proclamations be added to the agenda. Please respond to this email or call the Bishop Office to confirm if this request has been accepted at 760.873.6601.

Thank You,

Misti Clark-Holt  
Domestic Violence Program Coordinator

**PROCLAMATION BY THE BISHOP CITY COUNCIL  
RECOGNIZING APRIL 2012 AS  
SEXUAL ASSAULT AWARENESS MONTH**

**WHEREAS**, Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence is widespread and has public health implications for every community member of Bishop; and

**WHEREAS**, Rape, sexual assault, and sexual harassment impact our community as seen by statistics indicating that one in six women and one in thirty-three men will have experienced sexual assault in their lifetime; and

**WHEREAS**, We must work together to educate our community about what can be done to prevent sexual assault and how to support survivors; and

**WHEREAS**, Staff and volunteers of anti-violence programs at Wild Iris encourage every person to speak out when witnessing acts of violence however small; and

**WHEREAS**, With leadership, dedication, and encouragement, there is compelling evidence that we can be successful in reducing sexual violence in Bishop through prevention education, increased awareness, and holding perpetrators who commit acts of violence responsible for their actions; and

**WHEREAS**, Wild Iris strongly supports the efforts of national, state, and local partners, and of every citizen to actively engage in public and private efforts, including conversations about what sexual violence is, how to prevent it, how to help survivors connect with services, and how every segment of our society can work together to better address sexual violence.

**THEREFORE, BE IT RESOLVED** that the Bishop City Council designate the month of April, 2012, as Sexual Assault Awareness Month and calls upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in efforts to support victims and families, thereby preventing sexual assault and strengthening the communities in which we live.

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David Stottlemire, Mayor  
CITY OF BISHOP  
April 9, 2012

**PROCLAMATION BY THE BISHOP CITY COUNCIL  
DECLARING APRIL 2012 AS  
CHILD ABUSE PREVENTION MONTH**

**WHEREAS**, the public cares deeply about child abuse, and a majority report that child abuse is a very important moral issue to them; and

**WHEREAS**, preventing child abuse and neglect is a community problem that depends on involvement among people throughout Bishop; and

**WHEREAS**, child abuse and neglect not only directly harm children, but also increases the likelihood of long-term physical and mental health problems, alcohol and substance abuse, continued family violence and criminal behavior; and

**WHEREAS**, child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope; and

**WHEREAS**, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

**WHEREAS**, child abuse and neglect can be reduced in Bishop by making sure each family has the support they need in raising their children in a safe, nurturing environment; and

**WHEREAS**, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community; and

**WHEREAS**, Wild Iris has set an important example of how forging collaborative relationships between service agencies and organizations serves to improve the quality of service for those profoundly and directly affected by child abuse, thus providing a model for how the rest of the community might work together to speak out and find solutions to end child abuse;

**WHEREAS**, Wild Iris requests public support and assistance as it continues its effort to bring real hope for ending child abuse in Bishop and creating a future where all children can live free from child abuse.

**NOW, THEREFORE, BE IT PROCLAIMED** that the City Council of the City of Bishop designate the month of April 2012 as Child Abuse Prevention Month and call upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

---

David Stottlemyre, Mayor  
CITY OF BISHOP  
April 9, 2012

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

**SUBJECT: DEPARTMENT HEAD UPDATES**

DATE: APRIL 9, 2012

BACKGROUND/SUMMARY

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

RECOMMENDATION

Hear the reports.

CITY OF BISHOP  
"COUNCIL ON CAMPUS" MINUTES  
BISHOP UNION HIGH SCHOOL  
MARCH 12, 2012

Council on Campus is a concept to introduce local officials and the function of government to students at Bishop Union High School. It came to fruition through the joint cooperation of the City of Bishop and Bishop Union High School administration and staff.

**CALL TO ORDER** Mayor Smith called the "Council on Campus" meeting to order at 10:00 a.m. in the Dorothy Joseph Auditorium at Bishop Union High School located at 301 North Fowler Street, Bishop, California.

**PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was led by Student Body President Taylor Hartshorn.

**COUNCIL PRESENT** Council Members Susan Cullen, Jeff Griffiths, Mayor Pro Tem David Stottlemire, Mayor Laura Smith

**COUNCIL ABSENT** Jim Ellis

**OTHERS PRESENT** Keith Caldwell, City Administrator/Community Services Director  
Denise Gillespie, Assistant City Clerk  
Peter Tracy, City Attorney  
Ray Seguire, Fire Chief (fire call during meeting)  
Chris Carter, Police Chief  
Deston Dishion, Public Works Superintendent

**INTRODUCTIONS** City Administrator Keith Caldwell introduced the staff.

Mayor Smith gave an explanation of Study Sessions and the Council on Campus and invited students to address the Council with any questions.

City Attorney Peter Tracy gave an overview of the requirements of the Brown Act and the conflict of interest laws.

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

**PUBLIC COMMENT** The Mayor announced the public comment period.

**Luis Salgado, BUHS Senior** In response to the Public Works report about the Auditorium Sidewalk Project, Luis Salgado asked the Council why money is being spent on street projects and not schools.

Councilmember Griffiths provided an explanation of the different functions on local, state and federal government and what their different responsibilities are.

Bill Stinnett, BUHS Senior

Bill Stinnett asked the Council why gas prices are continuing to go up.

Mayor Pro Tem Stottlemyre responded that it is the result of free enterprise. It is a national political issue discussed in the current Presidential campaign.

Councilmember Griffiths stated that some refineries are currently shut down for repair and that causes fluctuation in the supply and causes prices to rise.

Mayor Smith stated as consumers we can choose, as much as we are able, to bring down demand for gas by walking and riding bikes. The City will continue to improve local streets that will benefit bicycle safety and add and repair sidewalks for pedestrians.

Jannah Seaver, BUHS Senior

Jannah Seaver asked what the relationship is between the City and the Paiute Reservation.

Councilmember Griffiths responded there is definitely collaboration between the City and the Tribe which is a sovereign nation. He delineated the area included in the city limits and the other governmental agencies on its border. City staff members work with Tribal staff on projects such as the bike path from the reservation to the schools. Council Members also attend some Tribal Council meetings.

Nick Hilton, BUHS Senior

In response to the Community Services Department report, Nick Hilton asked about the soccer/ball fields that are planned.

City Administrator/Community Services Director Keith Caldwell responded that the Bishop School District and City of Bishop recognized the need for more soccer and ball fields and are working together to build three new fields on the southeast corner of the park. The Park Master Plan is available for viewing on the City's website and shows the future plans for the park to add tennis courts, walking paths, and an arboretum. The City is currently developing a Youth Council to bring forward ideas on what young people want to see in the park.

Nick Hilton asked when the fields would be done.

Caldwell responded that it depends on funding. As an example of what citizens can do, Caldwell reported that currently there is

a group of interested citizens who have raised money for a dog park. The community garden is another project where a group is making it happen.

City Attorney Peter Tracy stated that the City receives sales tax, transient occupancy tax (bed tax), and a small amount of real property tax to operate. Local government has been limited in how it can raise revenue and the Council has to balance the reality of what it is able to accomplish.

Mayor Pro Tem Stottlemyre stated that one of the goals of the Council is to get more community involvement. There are currently community members serving on the City's three commissions for Parks and Recreation, Water and Sewer and Planning. Past and current members of the Parks and Recreation Commission were involved in putting together the park's Master Plan.

Tim McMullen, BUHS Senior

Tim McMullen asked why the fine arts and photography classes were cancelled.

Councilmember Griffiths clarified that those classes are provided through the R.O.P. program sponsored by the Inyo County Office of Education and the City is not involved. However, the City offers recreational classes for all ages and is always open to new ideas for classes.

Matt Babb, BUHS Senior

Matt Babb questioned if there are any plans for the Cottonwood Plaza.

City Administrator Caldwell responded that the property was purchased about one and one-half years ago. However the project was delayed when one of the owners recently passed away. The wife and family are moving forward with rehabilitating the buildings and looking for local businesses to fill the store fronts. The City's goal is to work with the owners to get it up and running.

Joy Walders, BUHS Senior

Joy Walders asked if the City Council has any power over what businesses go into the Cottonwood Plaza.

Councilmember Griffiths responded that property owners have the choice and ability to bring in whatever type of business they choose. However, City zoning laws would apply and business owners work with the City to comply with those laws. The City of Bishop and its processes are business friendly.

#### SCHEDULED DISCUSSION

1. Recognition of Bishop Athlete Jaime Ruelas

The Mayor invited Jaime Ruelas to the stage to recognize him for his accomplishment in winning the CIF Wrestling Championship Coastal Division 170-pound weight class. Coach Mark Hodges was also present.

2. Introduction of K-9 Officer Brent Gillespie

Police Chief Carter introduced Officer Gillespie. Through efforts by the Police Department and Gillespie, fundraising made it possible to reinstate a K-9 program including initial and on-going training and the purchase of the K-9 X-Ray.

Gillespie reported that since 2010 when the program began there have been multiple drug seizures. X-Ray is the only K-9 in the Eastern Sierra and is used on a regular basis by Inyo and Mono Counties, the drug task force and the Town of Mammoth Lakes. Training and re-certification is done on a regular basis.

3. Presentation to Barry Simpson – Retiring Parks and Recreation Commissioner

Bishop Superintendent Barry Simpson has served on the City of Bishop Parks and Recreation Commission for seven years. He was not able to attend this meeting but will attend the 7:00 meeting to receive a city tile for his years of community service as a member of the commission.

4. Current 7:00 p.m. Agenda Items

Council and staff provided an explanation and review of each of the following agenda items scheduled for the 7:00 p.m. meeting in the City Council Chambers.

- Council Reorganization 2012
- Warren Street Improvement Project consultant contract
- Public Hearing – Fees and Charges for city services for FY 2012-2013
- Introduction of ordinance amendment for Chapter 3.22 Fees and Charges for city services
- Adoption of final budget for FY 2011-2012 and amendments to preliminary budget for FY 2012-2013
- Public Hearing and Draft Negative Declaration for an Environmental Review for RJG Plaza signage at 174 South Main Street
- Public Hearing and Draft Negative Declaration for an Environmental Review for the City Dog Park

COUNCIL DISCUSSION

Council Members gave committee reports, community announcements and/or made comments or inquiries to staff. No action was taken.

Mayor Pro Tem Stottlemyre announced that two \$500 scholarships are available to seniors. The requirements are to attend three City Council meetings and write an essay to apply.

Mayor Smith stated her year as Mayor will end at the evening meeting. She stated she has enjoyed the interaction with the members of the community. Smith encouraged the seniors to participate in the community by volunteering.

**ADJOURNMENT**

The Mayor adjourned the meeting at 11:45 a.m. to the regular City Council meeting scheduled at 7:00 p.m.

\_\_\_\_\_  
LAURA SMITH, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: \_\_\_\_\_  
Denise Gillespie, Assistant City Clerk

(b)

CITY OF BISHOP  
CITY COUNCIL MINUTES  
MARCH 12, 2012

- CALL TO ORDER** Mayor Smith called the meeting of the Bishop City Council to order at 7:00 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.
- INVOCATION** The invocation was given by Pastor Kathleen Puntar of the United Methodist Church followed by the Pledge of Allegiance led by Councilmember Cullen.
- COUNCIL PRESENT** Councilmembers Susan Cullen, Jeff Griffiths  
Mayor Pro Tem Dave Stottlemire  
Mayor Laura Smith
- COUNCIL ABSENT** Jim Ellis - Excused
- OTHERS PRESENT** Keith Caldwell, City Administrator/Community Services Director  
Denise Gillespie, Assistant City Clerk  
Peter Tracy, City Attorney  
Ray Seguine, Fire Chief  
Chris Carter, Police Chief  
Deston Dishion, Public Works Superintendent  
Gary Schley, Public Services Officer  
Bob Kimball, City Treasurer
- PUBLIC COMMENT** The Mayor announced the public comment period. Due to the absence of Barry Simpson at the Council on Campus meeting held at 10:00 a.m. at Bishop Union High School, the Council took time to present a City tile for his service on the Parks and Recreation Commission from 2005-2012.
- PRESENTATION**
- Bronco Athlete Jaime Ruelas (1)** The Mayor presented Jaime Ruelas with a commendation for winning the CIF Wrestling Championship Coastal Division 170 pound weight class. Ruelas was joined for the presentation by his coaches Shawn Joseph and Mark Hodges and Athletic Director Stacey VanNest.
- DEPARTMENT HEAD REPORTS (2)** Reports from Administration, Community Services, Fire, Police, and Public Works were given on the departments' activities including upcoming and ongoing projects.
- CONSENT CALENDAR (3)** A motion was made by Councilmember Cullen to approve the Consent Calendar as presented:
- Motion/Cullen** **FOR APPROVAL AND FILING**  
(a) Study Session Minutes – 2/13/12  
(b) Council Meeting Minutes – 2/13/12

- (c) Study Session Minutes 2/27/12
- (d) Council Meeting Minutes – 2/27/12
- (e) Warrant Register – February 2012
- (f) Investment Portfolio – January 2012
- (g) Personnel Status Change Report
- (h) Alcoholic Beverage License Application – Holy Smoke BBQ

**FOR INFORMATION AND FILING**

- (i) Planning Commission Minutes – 1/31/12
- (j) Fire Department Activity Log – February 2012
- (k) Police Department Patrol Statistics – Jan-Feb 2011/2012
- (l) Public Works Building Permits Report – February 2012
- (m) Sewer Fund Monthly Balances 2011-2012
- (n) Water Fund Monthly Balances 2011-2012

The motion passed 4-0 with Ellis absent.

**PUBLIC HEARINGS**

**CITY FEES AND  
CHARGES FY 2012-2013  
(4)**

The Mayor opened a public hearing to hear and consider public comment on proposed fees and charges for Fiscal Year 2012-2013. Staff reported that increases were proposed for the park pool fees as well as in the Public Works and Planning Departments.

Motion/Griffiths

No public comment was provided. Councilmember Griffiths made a motion to close the public hearing. Motion passed 4-0 with Ellis absent.

**ENVIRONMENTAL  
REVIEW – RJG Plaza  
174 South Main Street  
(5)**

The Mayor opened a public hearing to hear and consider public comment on an Initial Study and Draft Negative Declaration to allow RJG Plaza to set aside Bishop Municipal Code Section 17.76.100 Signs-Commercial District at 174 South Main Street located in a C-1 Zoning District (General Commercial and Retail).

The proponent, Randy Gillespie, stated four separate business occupancies are proposed for RJG Plaza. The project proposal is for 504 square feet of new and reconfigured signage exceeding the allowable 80 square feet of signage per business on a 25-foot high tower.

Motion/Stottlemeyre

No further comment was provided. Mayor Pro Tem Stottlemeyre made a motion to close the public hearing. Motion passed 4-0 with Ellis absent.

**ENVIRONMENTAL  
REVIEW – City Dog Park  
(6)**

The Mayor opened a public hearing to hear public comment on an Initial Study and Draft Negative Declaration to allow the City of Bishop to construct and maintain a dog park to accommodate off-lease dog activity within the Bishop City Park which is located in an O-C Zoning District (Open Space).

Calder Reid, representing the Dog Park Committee, reported the dog park will be constructed in two phases. The first phase will be a fully operational dog park to be constructed this spring with perimeter fencing, maintenance gates, piped-in water, and posted rules, regulations and directional signage. Phase two will include more fund-raising, benches, trees and water. The Dog Park Committee will continue to work with the City to improve, maintain and work to support the dog park.

Motion/Cullen

Councilmember Cullen made a motion to close the public hearing. Motion passed 4-0 with Ellis absent.

#### NEW BUSINESS

NEGATIVE  
DECLARATION  
RJG Plaza 174 S. Main St.  
(7)  
Motion/Griffiths

Councilmember Griffiths made a motion to adopt the Negative Declaration for the proposed project by RJG Plaza to set aside Bishop Municipal Code Section 17.76.100 Signs-Commercial District as the project involves no potential for adverse effect, either individually or cumulatively, on wildlife, native plants, streams, water courses, scenic or historic resources and human beings. The motion passed 4-0 with Ellis absent.

NEGATIVE  
DECLARATION  
City of Bishop Dog Park  
(8)  
Motion/Stottlemire

Mayor Pro Tem Stottlemire made a motion to adopt the Negative Declaration for the City of Bishop proposed project to develop a fenced off-leash dog park within the Bishop City Park as the project involves no potential for adverse effect, either individually or cumulatively, on wildlife, native plants, streams, water courses, scenic or historic resources and human beings. The motion passed 4-0 with Ellis absent.

WARREN STREET  
CONSULTANT  
CONTRACT  
Triad Holmes Associates  
(9)  
Motion/Griffiths

Councilmember Griffiths made a motion to approve the execution of the contract with Triad Holmes Associates for the Warren Street Improvement Project; approve the execution of Work Order 1 under the contract; and authorize the expenditure not to exceed \$95,000 under this work order. Motion passed 4-0 with Ellis absent.

RESOLUTION NO. 12-09  
Accepting Easement Grant  
Deed for MacIver Street  
Extension  
(10)  
Motion/Cullen

A motion was made by Councilmember Cullen to adopt Resolution No. 12-09 by title only, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, ACCEPTING AN EASEMENT GRANT DEED FROM THE LOS ANGELES DEPARTMENT OF WATER AND POWER." The motion passed 4-0 with Ellis absent.

PUBLIC WORKS INTERN  
POSITION  
(11)  
Motion/Griffiths

A motion was made by Councilmember Griffiths to approve the request to recruit and hire an intern to work in the Public Works Department for 10 weeks at \$10.00 per hour to be paid from the water and sewer programs. The motion passed 4-0 with Ellis absent.

INTRODUCTION OF  
ORDINANCE NO. 538  
Amending Chapter 3.22  
Relating to Fees and Charges  
for City Services  
(12)  
Motion/Stottlemyre

With proposed changes and past updates to the fee and charges structure, it is necessary to amend the Bishop Municipal Code Fee and Charge Revenue/Cost Comparison System (Title 3 Revenue and Finance Chapter 3.22).

A motion was made by Mayor Pro Tem Stottlemyre to approve the introduction/first reading of Ordinance No. 538 by title only, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, AMENDING TITLE 3 REVENUE AND FINANCE CHAPTER 3.22 ENTITLED 'FEE AND SERVICE CHARGE REVENUE/COST COMPARISON SYSTEM' OF THE BISHOP MUNICIPAL CODE." The motion passed 4-0 with Ellis absent.

ADOPTION OF FINAL  
BUDGET – FY 2011-2012  
AND AMENDMENTS TO  
PRELIMINARY BUDGET  
FY 2012-2013  
(13)  
Motion/Stottlemyre

Mayor Pro Tem Stottlemyre made a motion to adopt the Final Budget for Fiscal Year 2011-2012 and the amendments to the Preliminary Budget for Fiscal Year 2012-2013 as presented. The motion passed 4-0 with Ellis absent.

APPROVAL TO WAIVE  
HIRING FREEZE  
Community Services Dept.  
(14)  
Motion/Cullen

Councilmember Cullen made a motion to approve the request to waive the hiring freeze to fill five part-time seasonal park helper positions and twenty aquatics personnel for the upcoming summer season. The motion passed 4-0 with Ellis absent.

BUDGET ADJUSTMENTS/  
TRANSFERS FY 2011-2012  
(15)  
Motion/Stottlemyre

A motion was made by Mayor Pro Tem Stottlemyre to approve the budget adjustments and transfers for Fiscal Year 2011-2012 through February 29, 2012 as presented. The motion passed 4-0 with Ellis absent.

APPROVAL TO WAIVE  
BID PROCEDURE  
Replacement of K-9 Vehicle  
(16)  
Motion/Griffiths

In accordance with Bishop Municipal Code Section 3.24.200, Councilmember Griffiths made a motion to approve the waiver of the formal bid procedure to allow the Police Department to purchase a replacement K-9 police vehicle from Downtown Ford in Sacramento for an amount not to exceed \$37,000.00. The motion passed 4-0 with Ellis absent.

REORGANIZATION  
(17)

Mayor Smith turned the nominations for Mayor over to the City Administrator/City Clerk. Councilmember Griffiths commended Laura Smith for an outstanding year as Bishop Mayor. Mayor Pro Tem Stottlemyre praised her for doing an excellent job.

Election of Mayor

A call for nominations for the position of Mayor was made. Councilmember Cullen nominated David Stottlemyre. No further nominations were made. The motion by Councilmember Griffiths to close the nominations passed 4-0.

Councilmember Griffiths made a motion to appoint David

Stottlemyre as Mayor to serve a one-year term. Ayes: Griffiths, Cullen, Stottlemyre, Smith.

Election of Mayor Pro Tem Newly-elected Mayor Stottlemyre opened the nominations for Mayor Pro Tempore. Mayor Stottlemyre nominated Susan Cullen. No further nominations were made. The motion by Councilmember Griffiths to close the nominations for Mayor Pro Tempore passed on a 4-0 vote.

Councilmember Griffiths made a motion to appoint Susan Cullen as Mayor Pro Tem to serve a one-year term. Ayes: Griffiths, Cullen, Smith, Stottlemyre.

MAYORAL COMMITTEE APPOINTMENTS 2012 (18) Mayor Stottlemyre made a motion to continue the current committee and commission assignments for 2012. The list can be reviewed upon the return of Councilmember Ellis if needed. The motion passed 4-0 with Ellis absent.

COUNCIL REPORTS Council Members announced upcoming community events. No action was taken.

CLOSED SESSION Conference with Labor Negotiator Keith Caldwell, City Administrator, pursuant to Government Code § 54957.6(a) – Bishop Employees Association, Bishop Police Officers Association, Mid-Management and Management

RECONVENE At 8:30 p.m. the Mayor reconvened to open session. It was reported that no action was taken during closed session.

ADJOURNMENT The Mayor adjourned the meeting at 8:31 p.m. to the Study Session scheduled on March 26, 2012 at 4:00 p.m. in the City Council Chambers.

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DAVID STOTTLEMYRE, MAYOR

Attest: Keith Caldwell, City Clerk

By: \_\_\_\_\_  
Denise Gillespie, Assistant City Clerk

(c)

TO: City Council/City Administrator  
FROM: Finance/Accounting Secretary  
DATE: April 9, 2012  
SUBJECT: Warrant Register for the month of March 2012

<u>PAYABLE CHECK NUMBERS ISSUED</u>	
CK#61884 thru 61908	\$ 50,532.42
CK#61909 thru 61947	\$ 52,370.34
CK#61948 thru 61981	\$ 41,713.58
CK#61982	\$ 68.00
CK#61983 thru 62029	\$ 90,042.87
CK#62030 thru 62055	\$ 32,268.19

**TOTAL PAYABLE EXP FOR MARCH 2012** \$ 266,995.40

<u>PAYROLL CHECK NUMBERS ISSUED</u>	
Regular Payroll, March 15, 2012	\$ 122,693.20
CK#36553 thru 36594	
DD#5616 thru 5658	
Special Payroll, March 16, 2012	\$ 409.50
CK#36595 thru 36599	
Regular Payroll, March 31, 2012	\$ 119,606.31
CK#36600 thru 36647	
DD#5659 thru 5703	

Medicare	\$ 3,517.39
PERS	\$ 67,124.17
PERS/OPEB	-0-
Workers Comp	\$ 18,329.31
Medical	\$ 44,773.62
Dental	\$ 4,790.66
Life Insurance	\$ 382.20
Vision	\$ 766.26
Disability	\$ 3,354.47
Def Comp Programs	\$ 2,215.00
P.A.R.S.	\$ 25,109.16
PARS/ARS	\$ 275.19
Gym Dues	-0-
<b>TOTAL PAYROLL EXP FOR MARCH 2012</b>	<u>\$ 413,346.44</u>

**TOTAL EXPENDITURES FOR MARCH 2012** \$ 680,341.84

CITY OF BISHOP CHECK REGISTER 3/01/12

INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61884	BISHOP GLASS, INC.	3/01/12	54940	494.53	494.53
61885	SOUTHERN CALIFORNIA EDISON	3/01/12	54965	21.26	
	SCE/STRGTNKFEB12	3/01/12	54964	1,268.13	
	SCE/WELL4FEB12	3/01/12	54966	72.51	
61886	DEPARTMENT-OF-WATER & POW	3/01/12	54959	59.44	1,361.90
	LAADWP/FEB12	3/01/12	54959	82.32	
	LLADWP/FEB12	3/01/12	54956	35.48	
	205HME	3/01/12	54960	517.97	
	LADWP/PDFEB12	3/01/12	54954	762.66	
	LADWP/WRRNFB12	3/01/12	54953	40.46	
	293MAIN	3/01/12	54955	56.05	
	377WLN	3/01/12	54957	61.24	
61887	INYO COUNTY RECORDER	3/01/12	55002	12.00	1,615.62
	INYO REC/APN0110406	3/01/12	55002	12.00	
61888	KMART	3/01/12	54988	3.01	
	011512	3/01/12	54999	10.88	
	011911	3/01/12	55001	41.12	
	033011	3/01/12	54992	34.78	
	041311	3/01/12	54998	32.61	
	051611	3/01/12	54989	24.12	
	052511	3/01/12	54991	61.82	
	052811	3/01/12	54990	17.03	
	061011	3/01/12	54997	14.00	
	071611	3/01/12	54996	25.84	
	081211	3/01/12	54995	11.98	
	100811	3/01/12	54994	8.61	
	101611	3/01/12	55000	21.01	
	102811	3/01/12	54993	7.31	
	102911	3/01/12	54993	314.12	
61889	HIGH SIERRA AWARDS & ENGR	3/01/12	54950	38.79	
	120176	3/01/12	54950	38.79	
61890	AMERICAS - BISHOP	3/01/12	54934	1,701.59	
	CIVIC	3/01/12	54935	950.93	
	PARKPOOL	3/01/12	54938	399.69	
	SEWERPLNT	3/01/12	54939	423.60	
	377WLN	3/01/12	54939	3,475.81	
61891	PETER E. TRACY	3/01/12	54952	5,500.00	
	FEB12	3/01/12	54952	5,500.00	
61892	VISION SERVICE PLAN	3/01/12	54984	45.78	
	MAR12	3/01/12	54984	45.78	
61893	QUILL CORP	3/01/12	54963	134.83	
	1213501	3/01/12	54962	27.44	
	1340374	3/01/12	54962	162.27	

VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61894 BOYD FENCE	19590	BOYDFENCE/PROPANE	3/01/12	54941	22.13	22.13
61895 EASTERN SIERRA MOTORS INC	140735 140803	ESTMTRS/SEATCOVRS ESTMTRS/PDMOTORASY	3/01/12 3/01/12	54986 54987	175.63 70.41	246.04
61896 INYO REGISTER	01100920 31660 31744	INYO REG/PKSRECCOMM INYO REG/PWNOTICE INYO REG/ORDNCS37	3/01/12 3/01/12 3/01/12	54970 54971 54971	504.73 48.95 172.25	725.93
61897 DAVID MAPPUS	MAPPUS	TOOLREIMB	3/01/12	54944	38.09	38.09
61898 SUDDENLINK PAYMENT CNTR	151SWRN 207WEN	SUDDLNK/MAR12 SUDDLNK/MARCH12	3/01/12 3/01/12	54967 54968	69.95 69.95	139.90
61899 VERIZON	1925555/ 8723485 8733745 8735485 8735863 8735866 8738311 8738458	VRZN/PDRELTNE VERIZON/PD VERZN/FIRE VERIZON/FIRE VERZN/FEBMAR12 VERZN/POLICE VRZN/SNRSEJANFEB12 VERIZON/PW	3/01/12 3/01/12 3/01/12 3/01/12 3/01/12 3/01/12 3/01/12 3/01/12	54981 54980 54976 54977 54975 54979 54974 54978	6.98 48.30 47.94 42.45 240.91 375.18 38.96 191.11	991.83
61900 VERIZON WIRELESS	1057112034 1057116567	VRZN/PDFEB12 VERZNR/PWJANFEB12	3/01/12 3/01/12	54982 54983	619.04 237.96	857.00
61901 UNITED PARCEL SERVICE	9Y292E072	UPS/PD	3/01/12	54973	14.60	14.60
61902 TRIAD/HOLMES ASSOCIATES	4002441	TRIADHMS/ENGRSNR	3/01/12	54972	1,012.50	1,012.50
61903 CALLS AN ARAMARK COMPANY	511981082 511981083 511987273 511994820	CALLS/WMSHIRT CALLS/PDPANTS CALLS/WMSLONGSLV CALLS/PDBELT	3/01/12 3/01/12 3/01/12 3/01/12	54945 54948 54946 54947	61.99 47.37 61.99 64.06	235.41
61904 JAN CLOVER	CLOVER	WTRINCNPROG/SPRNKLER	3/01/12	54951	250.00	250.00
61905 GRANITE CONSTRUCTION	254974	GRANITE/COLDMIX	3/01/12	54949	693.91	693.91
61906 CARMICHAEL BUSINESS TECH.	8080	CBT/PDCABLES	3/01/12	54942	58.26	58.26
61907 CHRIS COSTELLO	COSTELLO	MAR6-8/TECHNICIAN	3/01/12	54943	315.00	315.00

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CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61908	DEPT OF WATER AND POWER	#1117464	DWP/SDEWLK	3/01/12	54985	31,911.00	315.00
							31,911.00
			CHECKS TOTAL				50,532.42

315.00

31,911.00

50,532.42

CHECKS TOTAL

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61909	BROWN'S SUPPLY	72880	BRWNSPLY/PWS	3/08/12	55020	5,315.73	
		74823	BROWNSPLY/PW.	3/08/12	55022	39.78	
		74844	BRWNSUPPLY/PW	3/08/12	55021	44.81	
		74845	BRWNSPY/FIRE	3/08/12	55019	9.90	
							5,410.22
61910	BISHOP NURSERY	168014	BISHNRS/VLVEBOX	3/08/12	55015	43.08	
		168016	BISHNRS/GATEVLVE	3/08/12	55014	19.90	
							62.98
61911	HIGH COUNTRY LUMBER	902013	HGHCNTRY/PRIMER	3/08/12	55061	72.57	
		902026	HGHCNTRY/PUTTY\	3/08/12	55060	26.48	
		902054	HGHCNTRY/SHELFBRKT	3/08/12	55059	1.73	
		902168	HGHCNTRY/BARRELBOLT	3/08/12	55065	19.45	
		902178	HGHCNTRY/SPRYPNT	3/08/12	55062	8.71	
		902202	HGHCNTRY/SCH80	3/08/12	55063	1.25	
		902207	HGHCNTRY/ADAPTER	3/08/12	55064	1.53	
		902291	HGHCNTRY/BOLTS	3/08/12	55066	60.44	
		902404	HGHCNTRY/CPAK	3/08/12	55067	19.75	
		902428	HGHCNTRY/BUCKWHSRS	3/08/12	55068	4.33	
		902559	HGHCNTRY/RYLEXT	3/08/12	55072	62.47	
		902560	HGHCNTRY/SHELFROD	3/08/12	55070	28.52	
		902568	HGHCNTRY/KNIFEELDES	3/08/12	55069	18.40	
		902669	HGHCNTRY/BARELBOLTS	3/08/12	55071	4.16	
		902730	HGHCNTRY/SANDPAPR	3/08/12	55073	40.52	
		902773	HGHCNTRY/ROPE	3/08/12	55074	16.45	
		902928	HGHCNTRY/TORPEDO	3/08/12	55075	8.71	
		903023	HGHCNTRY/CEMENT	3/08/12	55076	40.31	
		903042	HGHCNTRY/ATLAS	3/08/12	55092	15.48	
		903101	HGHCNTRY/NAILDUPLEX	3/08/12	55077	7.88	
		903131	HGHCNTRY/SOLENOID	3/08/12	55078	19.37	
		903261	HGHCNTRY/OPERKIT	3/08/12	55079	9.89	
		903321	HGHCNTRY/BLADE	3/08/12	55080	13.57	
		903323	HGHCNTRY/TILECEIL	3/08/12	55081	20.00	
		903388	HGHCNTRY/2X4X12	3/08/12	55056	4.89	
		903891	HGHCNTRY/WATER	3/08/12	55084	24.80	
		903394	HGHCNTRY/LOCKEROM	3/08/12	55083	35.98	
		903484	HGHCNTRY/DOORRALUM	3/08/12	55082	65.93	
		903542	HGHCNTRY/SPACKLE	3/08/12	55086	27.12	
		903560	HGHCNTRY/ROLLERS	3/08/12	55087	158.96	
		903563	HGHCNTRY/VELCRO	3/08/12	55085	3.87	
		903662	HGHCNTRY/PAINT	3/08/12	55057	20.41	
		903670	HGHCNTRY/JOINTAPE	3/08/12	55089	25.20	
		903726	HGHCNTRY/BULKSCREWS	3/08/12	55088	6.91	
		903949	HGHCNTRY/BULBGLOBE	3/08/12	55090	19.85	
		904063	HGHCNTRY/DODGE	3/08/12	55091	15.55	
		904082	HGHCNTRY/OIL	3/08/12	55093	20.28	
		904361	HGHCNTRY/LOCK	3/08/12	55095	14.54	
		904550	HGHCNTRY/NOZZLES	3/08/12	55097	1.93	
		904570	HGHCNTRY/ACEBAG	3/08/12	55096	12.60	
		904593	HGHCNTRY/BATTERY	3/08/12	55058	12.66	
		904749	HGHCNTRY/DUPLEX	3/08/12	55098	19.54	
		904829	HGHCNTRY/CONNBARB	3/08/12	55099	2.32	
		904868	HGHCNTRY/CYLINDER	3/08/12	55100	11.45	
		905013	HGHCNTRY/NOFREEZ	3/08/12	55094	290.90	

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61912	STATE COMPENSATION INSURA	905144	HGHCONTRY/CAULK	3/08/12	55101	20.12	1,337.48
61913	SMART & FINAL IRIS CO.	FEB12	STCOMPFUND/FEB12	3/08/12	55046	1,603.70	1,603.70
61914	SOUTHERN CALIFORNIA EDISO	154270	SMRTFNL/POLICE.	3/08/12	55115	59.38	
		159016	SMRTFINL/FIRE	3/08/12	55113	40.45	
		160176	SMRTFENE/POLICE	3/08/12	55114	113.88	213.71
61915	EDDY'S AUTO UPHOLSTERY	JHNSTN	SCE/JHNSTLIFT	3/08/12	55119	69.39	
		SWRPND	SCE/SWRPND	3/08/12	55118	852.10	
		85JAYSRT	SCE/FIRE85JAYSRN	3/08/12	55117	24.48	
		8SWMTN	SCE/85FIRE	3/08/12	55116	25.74	
		980POLETA	SCE/POLTASTRT	3/08/12	55120	552.33	1,524.04
61916	BISHOP VOLUNTEER FIRE-DEP	6094	EDDYSUP/COUERS	3/08/12	55006	125.00	125.00
61917	BISHOP WASTE DISPOSAL	FEB12	BISHVLNTRFIRE/FEB12	3/08/12	55013	3,024.00	3,024.00
61918	UNDERGROUND SERVICE ALERT	623925	BISHWST/SMHP	3/08/12	55012	207.64	
		624190	BISHWST/PRKFLD#4	3/08/12	55011	555.08	
		624977	BISHWST/377WLN	3/08/12	55010	146.07	908.79
61919	WESTERN NEVADA SUPPLY CO.	220120056	UNDRGDSERV/BIS01	3/08/12	55026	15.00	15.00
		55132221	WSTERNVDA/PW	3/08/12	55041	96.62	
		55143672	WSTRNVDA/PUBWRKS	3/08/12	55040	1.99	
		55148193	WESTERNVDA/PWS.	3/08/12	55042	138.48	
		55151330	WSTNDA/COMSERV	3/08/12	55038	65.29	
		55152178	WSTRNDA/COMSERVCS	3/08/12	55039	65.29	
		55155888	WSTERNVDA/PUBLWRKS	3/08/12	55044	6.27	
		55156888	WSTNVDA/PUBLICWRKS	3/08/12	55043	51.00	
		55159276	WSTNEVADA/PBRKSS	3/08/12	55045	15.90	
		55159353	WSTNVDA/COMMSERV	3/08/12	55037	72.54	513.38
61920	BISHOP DRY CLEANERS	POLICE	BISHDRYCLN/FEB12	3/08/12	55018	97.50	
		41333	BISHDRYCL/FIRE	3/08/12	55017	24.00	121.50
61921	KMART	022312	KMART/LYSOL	3/08/12	55031	15.47	15.47
61922	SIELECT SUPPLY	146212	SIELECT/ODCOS	3/08/12	55109	97.37	
		146290	SIELECT/BALLAST	3/08/12	55110	125.40	
		146379	SIELECT/METALHALIDE	3/08/12	55111	20.41	
		146384	SIELECT/PHOTOCELL	3/08/12	55108	13.31	256.49
61923	AMERICAS - BISHOP						

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61924	XEROX CORP						1,321.06
		CIVIC	AMRGCS/CIVIC	3/08/12	55007	402.34	
		WARREN	AMRGCS/WARNSHIP	3/08/12	55008	782.66	
		377WLN	AMRGCS/377WLN	3/08/12	55009	136.06	
61925	QUILL CORP						1,167.80
		060395366	XEROX/PD	3/08/12	55047	432.38	
		060395452	XEROX/PW	3/08/12	55048	264.38	
		060395467	XEROX/ADMIN	3/08/12	55049	471.04	
61926	MISSION UNIFORM & LINEN	1438024	QUILL/PW	3/08/12	55106	218.75	218.75
61927	COMMUNITY PRINTING	138242	MISSLINEN/VOLFIRE	3/08/12	55032	28.90	28.90
61928	INTEGRATED WASTE MNGMENT	38349	COMMPRNT/ENVLPSTVTRS	3/08/12	55023	164.85	164.85
61929	PIONEER EQUIPMENT CO	23334	INTRGTDWST/FOWLER	3/08/12	55004	17.00	17.00
61930	INYO REGISTER	86440	PIONEER/BACKHOE	3/08/12	55105	106.69	106.69
61931	SUDDENLINK PAYMENT CNTR	31755	INYOREG/BIDDERS	3/08/12	55030	28.40	28.40
61932	DEPT OF WATER AND POWER	MARH12	SUDDENLINK/198MC	3/08/12	55036	39.95	
		MAR12	SUDNLNK/377WLN	3/08/12	55033	1,437.42	1,477.37
61933	RESERVE ACCOUNT	16278	LADWP/293NMAIN	3/08/12	55055	1,387.92	
		17314	LADWP/TRAINGFAC	3/08/12	55054	500.00	1,887.92
61934	BIG MTN BOTTLED WATER	FEB12	POSTAGE/FEB12	3/08/12	55005	194.00	194.00
61935	CALPERS	28488	BIGHTNTR/PD	3/08/12	55016	68.25	68.25
61936	CHALFANT BIG TREES FARM	13089265	CALPERS/11-12	3/08/12	55053	46.80	46.80
61937	THOMAS PETROLEUM, LLC	12043	CHFLNTTREES/ARBORDAY	3/08/12	55003	89.76	89.76
61938	QUINN COMPANY	CL50438	HAYCOCK/POLICE	3/08/12	55029	2,528.16	
		CL50439	HAYCOCK/PARKS	3/08/12	55028	285.24	2,813.40
61939	GALLS AN ARAMARK COMPANY	820074113	QUINN/PW	3/08/12	55107	206.00	206.00
		511998099	GALLS/BDPANTS	3/08/12	55027	47.98	47.98

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61940	SIERRA CONSERVATION PROJE	2012306	STRACONSV/MAR12	3/08/12	55112	39.00	47.38
61941	MISSION JANITORIAL	296735 297570	MISSJAN/CTYHALLFLRS MISSJAN/CONSUME	3/08/12 3/08/12	55102 55103	41.58 11.73	39.00
61942	DAVID STOTTLEMYRE	DAVIDS	CHAMBRLNCH/INYOASS	3/08/12	55025	32.00	53.31
61943	CARMICHAEL BUSINESS TECH.	8158	CBT/POLICE	3/08/12	55024	700.00	32.00
61944	IDENTIX INCORPORATED	59880	IDENTIX/JAN-DEC12	3/08/12	55052	5,281.00	700.00
61945	DEPT OF WATER RESOURCES	1204	DPRWTRRES/ES4302	3/08/12	55050	21,095.78	5,281.00
61946	O'REILLY-AUTOMOTIVE, INC.	3091183268	ORIELLY/CARWASHSOAP	3/08/12	55104	5.92	21,095.78
61947	UNITED STATES TREASURY	95-1895967	941/4THQTR2011	3/08/12	55051	147.24	5.92
CHECKS TOTAL						52,370.34	147.24

INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61948	L. N. CURTIS & SONS	3/15/12	55134	90.51	90.51
61949	STEVES AUTO & TRUCK PARTS				
1230153	LNCRSTNS/XENONLMP	3/15/12	55134	90.51	
001110	STVSAUTO/PWTWLS	3/15/12	55156	90.93	
001332	STVSAUTO/PHOIL	3/15/12	55157	14.05	
001486	STVSAUTO/PWFL60S	3/15/12	55158	6.81	
001731	STVSAUTO/12VLT	3/15/12	55159	128.37	
002226	STVSAUTO/PHWRHSH	3/15/12	55160	25.52	
002234	STVSAUTO/PWSEWER	3/15/12	55161	2.68	
002614	STVSAUTO/PWBLADE	3/15/12	55162	23.59	
002796	STVS/COMMSERV	3/15/12	55165	16.46	
003151	STEVE/PWTOHEL	3/15/12	55163	6.45	
004690	STVS/PWFUEL	3/15/12	55164	20.01	
95737	STVSAUTO/PD	3/15/12	55155	3.55	
96199	STVSAUTO/PDPT	3/15/12	55184	10.04	
				348.46	
61950	SOUTHERN CALIFORNIA EBISO				
MCIVER	SCE/198MCVR	3/15/12	55153	1.28	
WYERDAD	SCE/WYERD	3/15/12	55152	1,040.53	
85SIRA	SCE/85SIERRA	3/15/12	55154	31.63	
				1,073.44	
61951	DEPARTMENT OF WATER & POW				
380.	LADWP/380	3/15/12	55142	523.40	
380..	LADWP/380BISHOP	3/15/12	55143	17.39	
380./	LADWP/380BIS	3/15/12	55145	14.85	
380BHP	LADWP/380BSP	3/15/12	55144	17.72	
380BIS	LADWP/380BISP	3/15/12	55140	36.00	
380BSP	LADWP/380BISP	3/15/12	55141	576.85	
646MN	LADWP/646MAIN	3/15/12	55137	151.46	
688MN	LADWP/688MAIN	3/15/12	55136	282.13	
690MN	LADWP/690MAIN	3/15/12	55135	272.90	
700MN	LADWP/700MAIN	3/15/12	55138	550.93	
				2,443.63	
61952	ADVANCED DATA SYSTEMS, INC	3/15/12	55121	4,975.00	4,975.00
1202002	ADS/FEB12				
61953	PESTMASTER SERVICES, INC.	3/15/12	55148	200.00	200.00
482757	PESTMST/SMHP				
61954	MANOR TRUE VALUE HARDWARE	3/15/12	55171	4.84	4.84
96414	MNRVLU/PWGLAV				
61955	KMART	3/15/12	55176	37.54	37.54
030712	KMART/PLEDGE				
031412	KMART/SPOONS	3/15/12	55177	18.81	18.81
61956	QUILL CORP	3/15/12	55151	38.14	38.14
1068194	QUILL/ADMINS				
1563020	QUILL/ADMIN	3/15/12	55150	88.21	88.21
61957	BOYD FENCE	3/15/12	55126	22.12	22.12
4530	BOYDFNC/PRPANE				
61958	INVO REGISTER	3/15/12	55170	110.60	110.60
31805	INVOREG/CITYFEES				

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61959	BISHOP AUTOMOTIVE CENTER	78510 78538	BISHAUTO/PD2005FRD BISHAUTO/PD2007FRD	3/15/12 3/15/12	55125 55124	55.00 61.87	110.60 116.87
61960	VERIZON	8724240 87272011 8738311	VERZON/PRKSHP VRZON/PRKPOOL VER2N/SUNRISE	3/15/12 3/15/12 3/15/12	55173 55174 55172	39.15 37.71 40.90	117.76
61961	PARS PHASE II SYSTEMS	22445 22525	PARSARS REFFEES	3/15/12 3/15/12	55144 55147	400.00 1,000.00	1,400.00
61962	JONES & MAYER LAW OFFICE	58795	JNSMYR/FEB12	3/15/12	55133	530.00	530.00
61963	GARY SCHLEY	GARY	SCHLEY/PANTSBOOTS	3/15/12	55130	220.00	220.00
61964	CALPERS	FEB12	PERS EPMC/FEB12	3/15/12	55178	5,318.87	5,318.87
61965	PREFERRED SEPTIC	41301	PRFRDSPT/MAR12	3/15/12	55149	184.29	184.29
61966	EARTHLINK INC	449395962	ERTHLNK/FEB12	3/15/12	55127	21.95	21.95
61967	TRIAD/HOLMES ASSOCIATES	4002442	TRIADHLM/WYERD	3/15/12	55169	945.00	945.00
61968	THOMAS PETROLEUM, LLC	CLS0299 CLS0437	THSPET/PW THSPET/FIRE	3/15/12 3/15/12	55167 55168	1,810.89 997.49	2,808.38
61969	ARB/PERP	P42790512	ARB/14792	3/15/12	55175	570.00	570.00
61970	BANK OF AMERICA	GRAH	BOFA/FEB12	3/15/12	55122	653.40	653.40
61971	BANK OF AMERICA	RAY	BOFA/FEB12	3/15/12	55123	54.66	54.66
61972	JAKE KIDDOO	KIDDOO	GRADE2EXM	3/15/12	55132	200.93	200.93
61973	JIM ALLEN AUTO	5618	JIMALLN/DISTCAP	3/15/12	55131	245.35	245.35
61974	WAYLON CLELAND	WAYLON	CLELAND/MILEAGE	3/15/12	55179	138.75	138.75
61975	GRANITE CONSTRUCTION	257469	GRANITE/SAND	3/15/12	55128	134.20	134.20

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61976	RACHEL LEVY	LEVY	BCKUPMANAGER	3/15/12	55180	50.00	134.20
61977	GARY MILICI	MILICI	GRADEEXAM	3/15/12	55129	341.97	50.00
61978	DEPT OF WATER AND POWER	MYERD	DWP/WYERDINPR	3/15/12	55181	5,000.00	341.97
61979	SIEMENS INDUSTRY, INC.	900622303	SIEMENS/FEB12	3/15/12	55166	6,931.00	5,000.00
61980	DEPT OF WATER AND POWER	MACIVER	DWP/MCIVERST	3/15/12	55182	5,000.00	6,931.00
61981	VFW POST 8988	FLAGS	VFW/42FLAGS	3/15/12	55183	1,283.90	5,000.00
CHECKS TOTAL						41,713.58	

Report No: PBI302  
 Run Date : 03/19/12

CITY OF BISHOP  
 CHECK REGISTER 3/19/12

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CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61982	CALPERS	FEB 12	PERS EPMC/FEB 12	3/19/12	55185	68.00	68.00
CHECKS TOTAL							68.00

RECYCLED PAPER PRINTED IN USA

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61983	PUBLIC EMP RETIREMENT SYS	APR2012	PERS/APR2012	3/23/12	55197	35,152.24	35,152.24
61984	ROLLINS ELECTRIC, INC.	109183	ROLLINS/HELL4	3/23/12	55226	86.00	86.00
61985	STEVES AUTO & TRUCK PARTS	1628	STEVES/3VALVECHECK	3/23/12	55216	46.25	
		3544	STEVES/PRESSSWITCH	3/23/12	55214	73.69	
		4194	STEVES/AIRFILTER	3/23/12	55215	33.04	152.98
61986	SOUTHERN CALIFORNIA EDISO	SMHPNDRY	SCE/FEBMAR2012	3/23/12	55231	76.24	
		SMHP12	SCE/FEBMAR2012	3/23/12	55236	9.69	
		SMHP42	SCE/FEBMAR2012	3/23/12	55235	26.11	
		85BRUCE	SCE/FEBMAR2012	3/23/12	55234	22.12	
		85MCIVRPM	SCE/FEBMAR2012	3/23/12	55232	22.95	
		85NMAIN	SCE/FEBMAR2012	3/23/12	55233	167.52	
		85YANEY	SCE/FEBMAR2012	3/23/12	55230	46.17	364.80
61987	BISHOP WELDING SUPPLY	713760	BISWELD/HELIUM	3/22/12	55192	26.86	26.86
61988	CLINICAL LABORATORY OF SA	920037	CLNLBOFSB/2/7PHYSICAL	3/23/12	55203	15.00	15.00
61989	THOMAS STUDIO	3/16	THOMAS/CHAMPPHOTOS	3/23/12	55229	103.43	103.43
61990	BRITT'S DIESEL & AUTOMOTI	33342	BRITTS/VACONTRUCK	3/22/12	55194	22.15	22.15
61991	HIGH-SIERRA AWARDS-& ENGR	120197	HISIERAWRDS/STOTTBDDG	3/23/12	55210	7.49	7.49
61992	AMERIGAS - BISHOP	CIVCNTR POLICE	AMERGAS/030712 AMERGAS/030712	3/22/12 3/22/12	55189 55188	966.79 286.20	1,252.99
61993	PITNEY BOWES INC.	MAR2012	PITBOWES/MARLEASE	3/23/12	55218	747.00	747.00
61994	STATE OF CALIFORNIA	869791	DOJ/FEBLIVESCAN	3/23/12	55237	1,697.00	1,697.00
61995	ABLE RIBBON TECHNOLOGY	179431	ABLERTB/IBMRIBBON	3/22/12	55186	530.24	530.24
61996	QUILL CORP	1730600 1731163 1772698	QUILL/BINDERS/CALC QUILL/INK/TISSUE QUILL/INK	3/23/12 3/23/12 3/23/12	55221 55220 55222	182.67 82.87 254.02	519.56
61997	BOYD-FENCE	4538	BOYD/45ARM/BARBARM	3/22/12	55196	56.25	56.25

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61998	COMMUNITY PRINTING	38450	COMMPRINT/STOTTCARDS	3/23/12	55205	107.75	107.75
61999	SANSUM MEDICAL CLINIC INC	SMITH	SANSUM/ONEPROGAPRS	3/23/12	55227	1,585.00	1,585.00
62000	SIERRA SECURITY SYSTEMS	444625	SIERSEC/FEB-MAR2012	3/23/12	55228	44.50	44.50
62001	INYO REGISTER	CROSSFIT	INYOREG/CUP3/17	3/23/12	55211	48.95	48.95
62002	RENO DRAIN OIL SERVICE	153180 153322	RDO/3/12/12 RDO/3/13/2012	3/23/12 3/23/12	55224 55225	30.00 100.00	130.00
62003	BISHOP AUTOMOTIVE CENTER	78558	BISAUTOCNTR/#5STRTR	3/23/12	55201	427.76	427.76
62004	VERIZON	INTERNET 1220033 1810109 1810151 1811001 1812455 8729321	VERZON/MARAPR2012 VERZON/MAR2012 VERZON/MAR2012 VERZON/MAR2012 VERZON/MAR2012 VERZON/MAR2012	3/23/12 3/23/12 3/23/12 3/23/12 3/23/12 3/23/12	55244 55244 55243 55245 55246 55248 55242	89.99 43.60 43.60 43.60 43.60 43.60 41.17	349.16
62005	VERIZON WIRELESS	FIRE	VERZANWRLS/MARAPR2012	3/23/12	55241	189.65	189.65
62006	BANK OF AMERICA	46899D	BOFA/FEBPURCHASES	3/22/12	55190	715.58	715.58
62007	SYMBOL ARTS	164153	SYMBARTS/BADGES	3/23/12	55238	85.00	85.00
62008	CENTRAL VALLEY OCCUPATION	STEPHENS, R	CNTRLVLOGG/EXAM3/13	3/23/12	55200	625.00	625.00
62009	CHRIS CARTER	MAR27-29	CCRTR/DANAPOINT	3/23/12	55202	225.00	225.00
62010	FEDEX	82548618	FEDEX/FEBRICKUPS	3/23/12	55208	195.09	195.09
62011	QUINN COMPANY	74183	QUINN/SENSORBLSHT	3/23/12	55223	350.49	350.49
62012	ZEE MEDICAL SERVICE CO#34	609501	ZEE/FIRSTAIDSUPPLIES	3/23/12	55251	78.71	78.71
62013	GALLS AN ARAMARK COMPANY	512024145	GALLS/UNIFORM/HOLLY	3/23/12	55209	94.76	94.76
62014	BANK OF AMERICA						

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
62015	MIKE MAIRS	5116KEITH	BOFA/NORTON/WAYLON	3/22/12	55191	1,956.54	1,956.54
62016	PROFORCE LAW ENFORCEMENT	MAR29-30	MMAIRS/ONTARIO	3/23/12	55213	135.00	135.00
62017	BRENT GILLESPIE	132973	PROFORCE/TASERS	3/23/12	55219	1,086.07	1,086.07
62018	LAURA SMITH	MAR29/30	BGILLSP/ONTARIO	3/22/12	55193	135.00	135.00
62019	VERIZON-CALIFORNIA	APRIL5	LSMITH/SAMSUN	3/23/12	55212	684.80	684.80
62020	WATCH GUARD-VIDEO	UH026893	VERZON/MAR2012LEAWB	3/23/12	55247	584.72	584.72
62021	DOWNTOWN FORD SALES	4258	WTCHGRD/CAMERAREPAIR	3/23/12	55250	138.36	138.36
62022	VERIZON BUSINESS	32212	DWNTWNFRD/K9UNIT	3/23/12	55206	35,903.69	35,903.69
62023	PACIFIC TELEMANAGEMENT	POLICE	VERZONLD/FEB2012	3/23/12	55240	57.21	57.21
62024	CAL. NARC. OFFICERS ASSC.	369194	PACTEL/PRAKYPHONE	3/23/12	55217	65.00	65.00
62025	CARMICHAEL BUSINESS TECH.	BGILLESPI	CNOA/2012DUES	3/23/12	55204	75.00	75.00
62026	AMUNDSON PAINTING SERVICE	8217 8270CHIEF	CBT/GRIMPNECTOR CBT/OPTIPLXDSKTOP	3/23/12 3/23/12	55198 55199	30.48 608.91	639.39
62027	BROWNELLS, INC.	031312	AMDNSPNT/#12PAINT	3/22/12	55187	1,087.00	1,087.00
62028	DURAFLEX	07392774	BRWLLS/CLNKIT/TRGTS	3/22/12	55195	143.79	143.79
62029	THOMPSON MEDIA GROUP	71257	DURAFLEX/REFINBRD	3/23/12	55207	900.00	900.00
		6768916	THOMPSON/FAIRLABOR	3/23/12	55239	464.91	464.91
			CHECKS TOTAL				90,042.87

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
62030	EASTERN SIERRA COMMUNITY	09007101	ESCD/PWMAR12	3/29/12	55255	307.67	307.67
62031	STATE COMPENSATION INSURA	MAR12	WRKRSCHP/MAR12	3/29/12	55279	1,603.76	1,603.76
62032	SOUTHERN CALIFORNIA EDISO	TNKSIFE	SCE/330WLN	3/29/12	55269	21.99	
		198MCVR	SCE/198MCVR	3/29/12	55271	1.33	
		3800WLN	SCE/3800WLN	3/29/12	55270	72.46	95.78
62033	DEPARTMENT OF WATER & POW	102ELN	LADWP/102ELN	3/29/12	55261	64.84	
		205HME	LADWP/205HOME	3/29/12	55260	34.98	
		207WLN	LADWP/207	3/29/12	55262	499.57	
		207WLN	LADWP/207APTA	3/29/12	55263	32.98	
		237SWRN	DWP/237SWRN	3/29/12	55293	754.66	
		377LINE	LADWP/377WLINE	3/29/12	55287	2,234.89	
		377WLN	DWP/377WLNAPTA	3/29/12	55259	58.55	
		701WLN	DWP/701WLN	3/29/12	55258	73.32	3,753.79
62034	FARMER BROS. CO.	55506317	FRMRSBRO/COFFEE	3/29/12	55257	47.20	47.20
62035	CALIFORNIA BUILDING OFFIC	SCHLEY	CALBLDG/ASSOCIATE	3/29/12	55290	215.00	215.00
62036	KMART	031612	KMART/WRKS	3/29/12	55264	3.87	3.87
62037	BRITT'S DIESEL & AUTOMOTI	33368	BRITSDISL/PW	3/29/12	55296	949.68	949.68
62038	AMERICAS - BISHOP	CIVCTR	AMRGSS/CIVCNTR	3/29/12	55284	422.37	
		CIVIC	AMRGSS/CIVIC	3/29/12	55283	696.58	
		PRKPOOL	AMRGSS/PRKPOOL	3/29/12	55288	307.05	
		SUNRIS	AMRGSS/SUNRSLNDRY	3/29/12	55285	13.88	
		198MCVR	AMRGSS/198MCVR	3/29/12	55286	111.02	
		3007205545	AMRGSS/PW377WLN	3/29/12	55254	780.98	
		3007421479	AMRGSS/377WLN	3/29/12	55253	494.13	2,826.01
62039	TRACE ANALYTICS, INC.	123874	TRACE/ANLYS	3/29/12	55267	75.00	75.00
62040	CA DEPT OF PUBLIC HEALTH	1250082	CADEPTWTR/1410001	3/29/12	55298	882.00	882.00
62041	EASTERN SIERRA MOTORS INC	140913	ESMTRS/PW	3/29/12	55256	8.12	6.12
62042	INYO REGISTER	01100920	INYOREG/GRANT	3/29/12	55265	141.15	141.15
62043	BISHOP AUTOMOTIVE CENTER	78810	BISAUTO/PD2008FRD	3/29/12	55252	68.00	68.00



(d)

**INVESTMENT PORTFOLIO FOR THE CITY OF BISHOP**  
**MONTH OF FEBRUARY 2012**

<u>BANK NAME</u>	<u>TYPE</u>	<u>AMOUNT</u>	<u>PERCENTAGE</u>
State Treasury	LAIF	\$ 5,140,595.18	.389%
TOTAL LOCAL AGENCY INVESTMENT FUND			\$5,140,595.18
TOTAL INVESTMENT PORTFOLIO			<b>\$5,140,595.18</b>

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

[www.treasurer.ca.gov/pmia-laif](http://www.treasurer.ca.gov/pmia-laif)  
April 03, 2012

CITY OF BISHOP

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

PMIA Average Monthl

Account Number: \_\_\_\_\_

Transactions  
Tran Type Definitions

February 2012 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	5,140,595.18
Total Withdrawal:	0.00	Ending Balance:	5,140,595.18



*Bill Lockyer*  
California State Treasurer

**Pooled Money Investment Account**

**PMIA Average Monthly Effective Yields**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389										

(e)

**CITY OF BISHOP**

**Sunrise Mobile Home Replacement Reserve Account**

**Statement of Fund Transactions for the period of:**

**January 01, 2012 thru March 31, 2012**

FUND BALANCE	\$	18,991.73
Plus Receipts		
Less Expenditures		(62.98)
<b>TOTAL FUND BALANCE</b>	<b>\$</b>	<b>18,928.75</b>
Union Bank Checking Account	\$	18,928.75



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**Online Statements: Bank Account Statement**

CHERYL SOLESBEE

csbishop@ca-bishop.us

[Statement Analyzer](#) | [CSV Export](#) | [Excel<sup>®</sup> Export](#) | [PDF Statement](#)

Select Bank Account:

CITY OF BISHOP SMHP RESERVE ACCOUNT

Select Time Period:

Recent 90 Days

March 30, 2012

**SUBMIT**

**Go To** ▶ [Business MoneyMarket Account Summary](#) | [Other credits and adjustments](#) | [Other debits, fees and adjustments](#) | [Daily Ledger Balance](#)

**On February 21, 2012, Union Bank joined the CHIPS, (Clearinghouse Interbank Payments System), network. CHIPS will serve as a secondary payments option and back up to the Federal Reserve (Fed) clearing system. To learn more, call your treasury relationship manager or contact Global Treasury Management Sales at 800-883-0285.**

CITY OF BISHOP  
SMHP RESERVE ACCOUNT  
PO BOX 1236  
BISHOP CA 93515-1236

[Your Banking Office and How to Contact Us](#)  
[Disclosure](#)

**Business MoneyMarket Account Summary**

Account Number: 2740029021

Days in statement period: 30

<b>Balance on 3/ 1</b>	\$		<b>18,949.67</b>		
<b>Total Credits</b>			<b>0.78</b>	<b>Interest</b>	
Other credits (1)		0.78		Paid this period	\$ 0.78
<b>Total Debits</b>			<b>-21.70</b>	Paid year-to-date	\$ 2.36
Other debits (1)		-21.70		<b>Interest Rates</b>	
<b>Balance on 3/30</b>	\$		<b>18,928.75</b>	3/1/12-3/30/12	0.05%

**Other credits and adjustments**

Date	Description	Reference	Amount
3/30	INTEREST PAYMENT		\$ 0.78

**Other debits, fees and adjustments**

Date	Description	Reference	Amount
3/26	ANALYSIS DEFICIT FEB 2 012	90263665	\$ 21.70

**Daily Ledger Balance**

Date	Ledger Balance	Date	Ledger Balance
3/1-3/25	\$ 18,949.67	3/30	\$ 18,928.75
3/26-3/29	18,927.97		



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Select Bank Account:

CITY OF BISHOP SMHP RESERVE ACCOUNT

Select Time Period:

Recent 90 Days

February 29, 2012

**SUBMIT**

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Now you can view and make decisions on Positive Pay exceptions and submit issued check data through your smartphone device with Union Bank's Mobile Business Center. You can also view balances and transactions, access detailed transactions, schedule internal transfers, and approve wire transfers through your mobile phone. To learn more, call your treasury relationship manager or contact Global Treasury Management Sales at 800-883-0285.

CITY OF BISHOP  
SMHP RESERVE ACCOUNT  
PO BOX 1236  
BISHOP CA 93515-1236

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[Disclosure](#)

**Business MoneyMarket Account Summary**

Account Number: 2740029021

Days in statement period: 29

<b>Balance on 2/ 1</b>	\$		<b>18,970.62</b>		
<b>Total Credits</b>			<b>0.75</b>	<b>Interest</b>	
		Other credits (1)	0.75	Paid this period	\$ 0.75
<b>Total Debits</b>			<b>-21.70</b>	Paid year-to-date	\$ 1.58
		Other debits (1)	-21.70	<b>Interest Rates</b>	
<b>Balance on 2/29</b>	\$		<b>18,949.67</b>	2/1/12-2/29/12	0.05%

Other credits and adjustments	Date	Description	Reference	Amount
	2/29	INTEREST PAYMENT		\$ 0.75

Other debits, fees and adjustments	Date	Description	Reference	Amount
	2/27	ANALYSIS DEFICIT JAN 2 012	90264108	\$ 21.70

Daily Ledger Balance	Date	Ledger Balance	Date	Ledger Balance
	2/1-2/26	\$ 18,970.62	2/29	\$ 18,949.67

2/27-2/28

18,948.92





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CHERYL SOLESBEE

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Statement Analyzer CSV Export Excel Export PDF Statement

Select Bank Account:

CITY OF BISHOP SMHP RESERVE ACCOUNT

Select Time Period:

Recent 90 Days

January 31, 2012



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CITY OF BISHOP  
SMHP RESERVE ACCOUNT  
PO BOX 1236  
BISHOP CA 93515-1236

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[Disclosure](#)

**Business MoneyMarket Account Summary**

Account Number: 2740029021

Days in statement period: 32

<b>Balance on 12/31</b>	\$		<b>18,991.73</b>		
<b>Total Credits</b>			<b>0.83</b>	<b>Interest</b>	
		Other credits (1)	0.83	Paid this period	\$ 0.83
<b>Total Debits</b>			<b>-21.94</b>	Paid year-to-date	\$ 0.83
		Other debits (1)	-21.94	<b>Interest Rates</b>	
<b>Balance on 1/31</b>	\$		<b>18,970.62</b>	1/3/12-1/31/12	0.05%

Other credits and adjustments	Date	Description	Reference	Amount
	1/31	INTEREST PAYMENT		\$ 0.83

Other debits, fees and adjustments	Date	Description	Reference	Amount
	1/25	ANALYSIS DEFICIT DEC 2 011	90264547	\$ 21.94

Daily Ledger Balance	Date	Ledger Balance	Date	Ledger Balance
	1/3-1/24	\$ 18,991.73	1/31	\$ 18,970.62

1/25-1/30

18,969.79



(f)

CITY OF BISHOP

Parks and Recreation Commission Minutes

February 22, 2012

**CALL TO ORDER:** The Parks and Recreation Commission met on February 22, 2012 the meeting was called to order at 5:15 pm in the City Council Chambers, 301 W. Line St. Bishop, CA.

**PLEDGE OF ALLEGIANCE**

**COMMISSIONERS** Cheryl McDermott-Stanford, Kellie Hallenbeck, Barry Simpson and Lee Cox

**COMMISSIONERS ABSENT:** John Weatherford

**OTHERS PRESENT:** Community Services Director, Keith Caldwell, Karey Poole, Recording Secretary, Dan McElroy, Parks Supervisor, and Waylon Cleland, Parks Facility Maintenance

**APPROVAL OF MINUTES:** Motion made by Commissioner Cox to approve the minutes for January 25, 2011. 2<sup>nd</sup> by Commissioner McDermott, approved unanimously.

**PUBLIC COMMENT:**

**CORRESPONDENCE:**

**OLD BUSINESS:** Dog Park –  
The Negative Declaration for proposed project has been submitted. A Public Hearing has been scheduled for March 12<sup>th</sup> as well as request for Council decision. Commissioner McDermott asked if there has been any calls or correspondence. Keith said none negative. Waylon shared that they currently have gotten \$1500 from Noon Rotary. Commissioner McDermott added that they had \$350 more to add and will be looking at about \$1100 to begin the first phase.

ADA Pool Lift –  
5 bids were taken for the project, another came in but was late. The prices were very competitive. The lowest bid was to Recreation Supply out of North Dakota and we are hoping it will be here in the next few weeks. Nathaniel Gratz, a local who recently had a debilitating accident that has put him in a wheel chair, has offered to assist pool staff in learning how to use and teach others how to use the lift properly. A meeting will be set up with him when the lift arrives.

**Toro Mower-**

One bid was received. The company later called and rescinded their bid because they sold the mower. They expect that another will be available in April or May. Staff will be allowed to make the purchase without having to go back to bid.

**NEW BUSINESS:**

**BUHS Collaboration-**

Jim Tatum returned to give an update on the proposal for sports fields at the rear of the park. The City Staff and High School Staff are working together in the planning process. It has been discovered that this project is exempt from and EIR due to the simplified work and they will be moving ahead. Plans are in the works for irrigation and they are looking at the future for the work at present. Commissioner McDermott asked about availability of restrooms, maybe even portables or an addition to the Senior Center. Keith said that it is not a forgotten detail, but there are no sewer lines at the back of the park which is an issue. They will continue to find a fix as it will be a necessity, but will be expensive and will take some time. Commissioner McDermott asked about the possibility of a grant, something Dave Grah may be able to help with as he has been very successful in his grant research and applications. Keith said they are already working on that and hopefully it can be in conjunction with the Restroom project. Commissioner Simpson asked if there was a timeline. Keith said that with the Categorical Exemption for the EIR, they can start with a plan to Gary Schley and a plan for who will be doing what staff wise and financially. This way they can see what the budget will be and what it will take from everyone to make it happen. Commissioner McDermott asked if there would be a Public Hearing. Commissioner Simpson agreed that there should be one to allow those who feel the need to voice themselves on the project.

**STAFF REPORT:**

**Programs –**

**Zumba-** This is a new program with Instructor Pam Galvin that will begin March 13<sup>th</sup> and run for six weeks on Tuesdays and Thursdays.

**Basketball-**

Current season has been going well and will wrapping in March.

**Volleyball-**

League season games begin on February 23<sup>rd</sup> on Thursdays and Sundays.

**Tennis-**

The Socials were successful. The group has decided to continue to meet on their own the third Saturday of every month.

**Gymnastics-**

We are looking at revamping the program to accommodate the 100 children enrolled. With Alix Ellis taking Lead, we will have 3 regular instructors and two for back up. We have registration for March that is

already a third full. It continues to be our largest program. The Program Staff will meet tomorrow to set up details for their future.

Seasonal Park positions-

Application date closing was the 17<sup>th</sup> of February. They are hoping to begin interviews on the 27<sup>th</sup>. Melanie Beard has announced that this will be her last year so we are hoping to be able to hire someone that we can groom to take her place next year.

Staff continues to work on the upcoming Egg-Stravaganza on April 1<sup>st</sup> and also look forward to Earth Day on April 21<sup>st</sup> which is looking like it will be a big event.

Facilities-

Dan shared that Park Staff will be having an Arbor Day planting on March 7<sup>th</sup> with possible donations from Steve at Chalfant Big Trees. He will be registering the event on the Arbor Day website.

He met with Public Works on the Street project by the Auditorium. They removed the trees today and he continues to work with the Tree Committee for selecting trees and shrubs.

Mammoth High school has finished the season, so the goals will be coming off of Field 5 and T-Ball will start going in, Little League evaluations take place on April 14<sup>th</sup>.

Park Staff will also be assisting the Chamber with the Blake Jones Tournament coming up on March 17<sup>th</sup>.

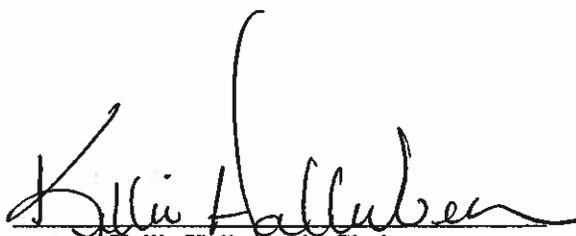
ITEMS FROM THE COMMISSION:

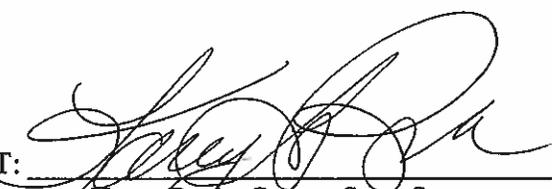
Commissioner McDermott asked staff could continue to work with outside groups and have them attend meetings.

Commissioner Simpson advised everyone that he would not be reapplying for his chair. He believes that there are some good applicants and its time to allow someone new to come in. With that he asked if the March meeting can move to March 21<sup>st</sup> so that he could attend as his last meeting.

ADJOURMENT

The meeting adjourned at 6:15pm to reconvene Wednesday, March 21, 2012 at 5:15pm in the City Council Chambers.

  
Kellie Hallenbeck, Chair

ATTEST:   
Karey Poole, Comm. Serv. Secretary

(9)

City of Bishop  
PLANNING COMMISSION MINUTES  
City Council Chambers – 301 West Line Street  
Bishop, California 93514

February 28, 2012

CALL TO ORDER:

Chairman Huntley called the meeting to order at 7:00 P.M.

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Chairman Huntley.

COMMISSIONERS PRESENT:

Huntley, Bhakta, Gardner, Crom and Malloy

COMMISSIONERS ABSENT:

Lowthorp and Hardy

OTHERS PRESENT:

Peter Tracy, City Attorney  
Keith Caldwell, Planning Director  
Michele Thomas, Secretary  
David Grah, Public Works Director

PUBLIC COMMENT

Chairman Huntley asked if anyone wished to speak on a subject not calendared on the agenda. There was no public comment.

(1) APPROVAL OF MINUTES

MOTION

Commissioner Crom moved to approve the minutes of the January 31, 2012 meeting with the correction on page 3; change the month from March to February in the motion for the discussion and recommendation of approval for Final Draft Mobility Element.

Ayes: Malloy, Crom, Bhakta, and Gardner  
Abstain: Huntley

MOTION CARRIED: 4-0

## CORRESPONDENCE

None

## NEW BUSINESS

### (2) Auditorium Sidewalk Width

David Grah, Director of Public Works, explained to the Commission that the City has the opportunity to replace a block of sidewalk using grant funds if the work can be completed before July. The east side of the block of North Fowler between Line and Church along the City Auditorium was selected for the replacement. To preserve new landscaping along the auditorium, an 8 foot sidewalk is proposed instead of the 10 foot width called for in the Mobility Element of the General Plan. With the New Mobility Element, any modifications to the adopted street standards would require approval by the Planning Commission.

Grah stated that the project would remove the existing curb, gutter, and sidewalk and replace with American Disability Act (ADA) compliant disability accessible sidewalk. The entrance to the auditorium will also change to be in accordance with ADA requirements. Staff is looking into using colored concrete to make the area more aesthetically pleasing and will include a bench outside of the auditorium. The project is expected to be complete in May or June.

Crom asked Grah where the funding is coming from for this project. Grah stated that the funding comes from Proposition 1B funds. Voters of the state passed a bond 4-6 years ago giving \$400,000 to small cities to spend on street projects. The City has spent most of the funds during the past years and the balance of \$130,000 needs to be spent before the end of the 2011-2012 fiscal year, or the remaining funds will need to be returned to the state. The project is expected to cost \$50,000 - \$60,000 for construction. In addition, overhead utilities will be moved underground costing \$30,000, along with related costs for material testing, design, and construction inspections. The estimated cost for the Auditorium Project is \$126,000. There are other projects that will be funded with the remaining Prop. 1B funds as well such as the right-of-way for the Mac Iver Street project.

Crom asked Grah what the plan was for the school kids that use the sidewalk going to and from school if the project plans to be built during the current school year. Grah explained that the kids could still use the sidewalk on the west side of Fowler. Grah added that there is a possibility the contractor may be able to leave a path open on the east sidewalk during certain times.

Bhakta asked what the width is on the existing sidewalk, which Grah stated is a little over 9 feet wide. Grah also explained that Fowler Street is not centered correctly. The project will move the curb line to the east which reduces the sidewalk width about one foot. The entire new sidewalk will be 8 feet wide with the exception of the area at the south end where the curb line will jog out a little.

Gardner brought up the concern related to the public understanding the purpose of city funds to fix the sidewalks and other projects rather than a project someone else may feel is more important and how these funds must be spent towards certain projects. Grah explained that the city does their best to inform the public there are a lot aspects to spending monies for certain projects. Caldwell also brought up the importance of the new sidewalk related to the growing activities the City puts on that use the auditorium and that the present sidewalk condition is unsafe. The traffic going in and out of the auditorium on Fowler Street has grown significantly over the past several years.

Bhakta says he understands the purpose of spending the money of the sidewalk project and also using colored concrete to make the project look nice, but feels it is a good idea to educate the public to show a justifiable cause for spending the funds on the extras. Bhakta also asked if there would be ADA rails along the ramp as well. Grah stated that with this project, there will not be handrails along the ramp as Grah does not believe a rail is required and will verify if this is correct. Grah did say that with this project, the handicap ramps will be the Case-A style ramp, not the style used on some previous projects such as Grove Street Sidewalk Project.

Bhakta brought up that the overhang along the wall is in poor condition and whether the project will address this at the same time. Grah explained that with the project and the extras like colored concrete and a bench, the funds are already stretched as far as possible, and addressing building issues is beyond what can be done with the transportation funds.

Huntley questioned where the idea of the colored concrete came from. Grah stated that Charles Mulligan, the artist of the sidewalk rendering drawing, came up with the idea. The idea was presented to city staff and council and concurrence was received regarding the concept with much more muted colors than shown on the drawing. Huntley shared that he showed the drawing to five different people within the community and no one was in favor. Grah did say that the colored concrete is not essential to the project and there are actually two construction options, one with color and one without. Some commissioners are concerned about the idea of using colored concrete for this project could open the door for the idea in future projects and that if this were to happen, to make sure to use a color that would work best for the City over all.

Bhakta asked Grah to confirm that the idea to sacrifice sidewalk width is to increase planter width. Grah stated that the 8 foot sidewalk preserves the existing 8 foot wide planter area outside the auditorium and provides over 8 feet from the back of sidewalk to the pavement in the parking lot of City Hall. According to the Tree Committee, when the tree list was developed, 8 feet was a magic number for large trees to grow properly. Bhakta continued with his concern regarding the elimination of sidewalk width and asked Grah how much congregation the City feels would happen on the sidewalk area. Grah says he expects the future traffic to be comparable to current numbers with the possibility of a small increase. Grah added that large trees were recently removed for the project, and they had taken up about a foot of sidewalk width in the past. The 10 foot sidewalk in the Mobility Element allows for tree wells that this project will not have. Other

sidewalks in the City that are about 5 – 6 feet wide with similar pedestrian volumes seem to be adequate. With the electricity poles removed, there will be additional room on the sidewalk as well.

Discussion continued regarding types of trees and uprooting along with sidewalk widths within city limits not related to the project. Items discussed relating to Main Street and West Line Street are on state highways and Caltrans handles these streets. Grah did share with the commission that Caltrans does have a major ADA project planned for the City of Bishop in the coming years. Huntley asked if our Mobility Element affects Caltrans and Grah said that it does not directly but Caltrans is required to be sensitive to the communities they are in and the Mobility Element is the City's transportation vision. But Caltrans follows their standards first.

Commissioner Malloy moved to approve the 8 foot Auditorium Sidewalk width. Further discussion was held.

MOTION CARRIED 5-0

STAFF AND COMMISSION REPORTS:

Caldwell thanked David Grah for his time and efforts on the Mobility Element and the General Plan. Caldwell also thanked the commission for their questions as the questions and concerns help staff move into the right direction for the City. Huntley also thanked staff for the information regarding a truck lane on Main Street. Crom asked that the City Council receive copies of the email correspondence between Grah and Caltrans related to restricting trucks to the left lane through downtown Bishop on Main Street. Thomas said that she would make copies for City Council.

ADJOURNMENT:

Chairman Huntley adjourned the meeting at 7:45 P.M. The next scheduled meeting will be March 27, 2012 at 7:00 P.M. in the City Council Chambers.

  
\_\_\_\_\_  
Chairman Huntley

  
\_\_\_\_\_  
Michele Thomas, Secretary

**BISHOP FIRE DEPARTMENT  
ACTIVITY LOG**

(h)

**March, 2012**

DATE	RunID #	ACTIVITY	City	District	Contract	Other
2-Mar	12-0203031	EMS Assist, Lift, 1488 Matlick Lane		18		
2-Mar	12-0203032	CO Alarm, 8 Utah Street, Rovana				20
3-Mar	12-0303033	Vehicle Fire, Warm Springs Road				24
5-Mar		Inspection, Hood Test, 350 Barlow Lane			*	
5-Mar	12-0503034	RV Fire, 54 Hardy Road, Rovana				19
6-Mar	12-0603035	Good Intent, Dust Thought to Smoke, Dixon Lane		18		
6-Mar		Training/Classroom, CPR	9	9		
6-Mar		Training/Classroom, Eng 3 Familiarity	2	2		
7-Mar	12-0703036	EMS Assist, CPR and Lift, 175B Johnston Drive	17			
7-Mar		Departmental Meeting	10	9		
10-Mar	12-1003037	Brush Fire, Dixon Lane		14		
12-Mar	12-1203038	Brush Fire, Rear of 717 Winuba Lane				19
13-Mar	12-1303039	Good Intent, Smoke Investigation, 462 Hammond St.	17			
14-Mar		Work Night	9	9		
16-Mar		Day Training/Classroom, Fire Shelters	*	1		
17-Mar	12-1703040	Good Intent, 301 N. Fowler St. Bishop Union High School	15			
19-Mar		Training/Drill, Eng 4, Drafting	2	2		
19-Mar	12-1903041	Good Intent, No Assistance Needed, 249 Shepard Lane		17		
20-Mar		Training/Classroom, AHA First Aid	9	8		
20-Mar		Training/Drill, Ladder 3 Opeation	2	2		
21-Mar		Departmental Meeting	11	12		
21-Mar	12-2103042	Vehicle Vs. Light Post, Highway 395 and Highway 6	19			
24-Mar	12-2403043	Brush Fire, Rear of 283 North Pa Ha Lane				13
25-Mar	12-2503044	Vehicle Fire (Out), 563 Hammond Street	*			
26-Mar		Witness Riser Flush, 350 No. Barlow Lane				*
27-Mar		Fire Inspection, 162 Grove St. Inyo Co. Health	*			
28-Mar		Work Night	9	8		
29-Mar	12-2903045	Fire Alarm Act., Unintentional 1200 No. Main St. K-Mart	13			
29-Mar	12-2903046	Good Intent Authorized Burning, Starlight Park				12
29-Mar	12-2903047	Brush Fire, 23 Idaho St. Rovana				18
30-Mar	12-3003048	Fire Alarm Act., Unintentional 152 Pioneer Ln. NIH	14			

18 \* 101 Response only

**Total Responding Personnel**

**Totals Calls**

City	158	7
District	161	4
Contract	32	1
Other	93	6
		<hr/> 18



**CITY OF BISHOP**  
377 West Line Street - Bishop, California 93514  
Post Office Box 1236 - Bishop, California 93515  
760-873-8458 publicworks@ca-bishop.us  
www.ca-bishop.us/CityofBishopPublicWorks.htm

(i)

**Department of Public Works**  
**Building Permits Issued**  
3/2012

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
<b>Commercial</b>					
3/26/2012	Richard Laughon 175 South Main Street Jon Redline	ADA fitting room	\$1,000.00	\$0.50	\$1.00
3/22/2012	Randy Scott 156 Short Street Inyo Mono Concrete	interceptor	\$1,000.00	\$0.50	\$1.00
3/20/2012	Michael Mullin 563 North Warren Street	Tenant Improvements	\$1,000.00	\$0.63	\$1.00
3/12/2012	Roger Guffey 772 North Main Street Drain Pro	new sewer clean out	\$1,000.00	\$0.00	\$0.00
3/8/2012	Best Western 1025 North Main Street Michael A. Beveridge	handicap pull downs for pool	\$300.00	\$0.50	\$1.00
		<b>Commercial Totals</b>	<b>\$4,300.00</b>	<b>\$2.13</b>	<b>\$4.00</b>
<b>Residential</b>					
3/2/2012	Joanne Davis 325 Sneden Street Morales Rooter	repair sewer line	\$300.00	\$0.00	\$0.00
3/1/2012	Bob Klug 315 Willow Street Berger Electric	electrical panel change out	\$1,000.00	\$0.00	\$0.00
		<b>Residential Totals</b>	<b>\$1,300.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

# Sewer Fund Monthly Balances 2011/2012

(j)

		End Previous	Change		
<b>Start of Year Combined</b>		\$ 524,795.77	\$ 470,564.53	\$ (54,231.24) Under in capital	
Non capital (6 months)		\$ 280,300.00	\$ 280,300.00	\$ - No change	
Capital		\$ 244,495.77	\$ 190,264.53	\$ (54,231.24) Under in capital	
		Start Balance	Expend	Revenue	End Balance
July	Combined	\$ 524,795.77	\$ 64,589.91	\$ 307,100.00	\$ 767,305.86
	Non Capital	\$ 280,300.00	\$ 58,829.67	\$ 181,189.00	\$ 402,659.33
	Capital	\$ 244,495.77	\$ 5,760.24	\$ 125,911.00	\$ 364,646.53
August	Combined	\$ 767,305.97	\$ 88,532.02	\$ 73,473.61	\$ 752,247.56
	Non Capital	\$ 402,659.33	\$ 52,461.69	\$ 43,349.43	\$ 393,547.07
	Capital	\$ 364,646.53	\$ 36,070.33	\$ 30,124.18	\$ 358,700.38
September	Combined	\$ 752,247.56	\$ 66,909.47	\$ 70,996.24	\$ 756,334.33
	Non Capital	\$ 393,547.07	\$ 53,076.20	\$ 41,887.78	\$ 382,358.65
	Capital	\$ 358,700.38	\$ 13,833.27	\$ 29,108.46	\$ 373,975.57
October	Combined	\$ 756,334.33	\$ 89,713.12	\$ 57,888.79	\$ 724,510.00
	Non Capital	\$ 382,358.65	\$ 55,814.69	\$ 34,154.39	\$ 360,698.35
	Capital	\$ 373,975.57	\$ 33,898.43	\$ 23,734.40	\$ 363,811.54
November	Combined	\$ 747,809.45	\$ 63,594.87	\$ 65,313.45	\$ 749,528.03
	Non Capital	\$ 360,698.35	\$ 63,594.87	\$ 38,534.94	\$ 335,638.41
	Capital	\$ 363,811.54	\$ -	\$ 26,778.51	\$ 390,590.06
December	Combined	\$ 749,528.03	\$ 57,925.56	\$ 55,463.57	\$ 747,066.04
	Non Capital	\$ 335,638.41	\$ 54,792.75	\$ 32,723.51	\$ 313,569.17
	Capital	\$ 390,590.06	\$ 3,132.81	\$ 22,740.06	\$ 410,197.31
January	Combined	\$ 747,066.04	\$ 143,577.20	\$ 57,317.47	\$ 660,806.31
	Non Capital	\$ 313,569.17	\$ 53,663.86	\$ 33,817.31	\$ 293,722.62
	Capital	\$ 410,197.31	\$ 89,913.34	\$ 23,500.16	\$ 343,784.13
February	Combined	\$ 660,806.31	\$ 54,996.39	\$ 68,635.95	\$ 674,445.87
	Non Capital	\$ 293,722.62	\$ 54,020.39	\$ 40,495.21	\$ 280,197.44
	Capital	\$ 343,784.13	\$ 976.00	\$ 28,140.74	\$ 370,948.87
March	Combined	\$ 674,445.87	\$ 67,347.47	\$ 61,447.37	\$ 668,545.77
	Non Capital	\$ 280,197.44	\$ 54,662.85	\$ 36,253.95	\$ 261,788.54
	Capital	\$ 370,948.87	\$ 12,684.62	\$ 25,193.42	\$ 383,457.67
April	Combined	\$ 668,545.77			\$ 668,545.77
	Non Capital	\$ 261,788.54	\$ -	\$ -	\$ 261,788.54
	Capital	\$ 383,457.67		\$ -	\$ 383,457.67
May	Combined	\$ 668,545.77			\$ 668,545.77
	Non Capital	\$ 261,788.54	\$ -	\$ -	\$ 261,788.54
	Capital	\$ 383,457.67		\$ -	\$ 383,457.67
June	Combined	\$ 668,545.77			\$ 668,545.77
	Non Capital	\$ 261,788.54	\$ -	\$ -	\$ 261,788.54
	Capital	\$ 383,457.67		\$ -	\$ 383,457.67
<b>End of Year Combined</b>					
Capital %				41%	

(K)

## Water Fund Monthly Balances 2011/2012

		End Previous	Change		
<b>Start of Year Combined</b>		\$ 853,192.74	\$ 1,144,727.07	\$ 291,534.33	Several projects
Non capital (6 months)		\$ 311,940.00	\$ 311,940.00	\$ -	No change
Capital		\$ 541,252.74	\$ 832,787.07	\$ 291,534.33	Several projects
		<b>Start Balance</b>	<b>Expend</b>	<b>Revenue</b>	<b>End Balance</b>
July	Combined	\$ 853,192.74	\$ 169,315.36	\$ 368,106.90	\$ 1,051,984.28
	Non Capital	\$ 311,940.00	\$ 106,411.14	\$ 228,226.28	\$ 433,755.14
	Capital	\$ 541,252.74	\$ 62,904.22	\$ 139,880.62	\$ 618,229.14
August	Combined	\$ 1,051,984.28	\$ 83,573.34	\$ 86,643.91	\$ 1,055,054.85
	Non Capital	\$ 433,755.14	\$ 56,310.09	\$ 53,719.22	\$ 431,164.27
	Capital	\$ 618,229.14	\$ 27,263.25	\$ 32,924.69	\$ 623,890.58
September	Combined	\$ 1,055,054.85	\$ 103,940.77	\$ 76,072.46	\$ 1,027,186.54
	Non Capital	\$ 431,164.27	\$ 80,467.99	\$ 47,164.93	\$ 397,861.21
	Capital	\$ 623,890.58	\$ 23,472.78	\$ 28,907.53	\$ 629,325.33
October	Combined	\$ 1,027,186.54	\$ 64,475.79	\$ 73,395.42	\$ 1,036,106.17
	Non Capital	\$ 397,861.21	\$ 71,874.28	\$ 45,505.16	\$ 371,492.09
	Capital	\$ 629,325.33	\$ (7,398.49)	\$ 27,890.26	\$ 664,614.08
November	Combined	\$ 1,045,647.68	\$ 53,112.43	\$ 74,408.97	\$ 1,066,944.22
	Non Capital	\$ 371,492.09	\$ 53,112.43	\$ 46,133.56	\$ 364,513.22
	Capital	\$ 664,614.08	\$ -	\$ 28,275.41	\$ 692,889.49
December	Combined	\$ 1,066,944.22	\$ 58,629.37	\$ 62,155.65	\$ 1,070,470.50
	Non Capital	\$ 364,513.22	\$ 57,415.62	\$ 38,536.50	\$ 345,634.10
	Capital	\$ 692,889.49	\$ 1,213.75	\$ 23,619.15	\$ 715,294.89
January	Combined	\$ 1,070,470.50	\$ 59,839.91	\$ 66,065.29	\$ 1,076,695.88
	Non Capital	\$ 345,634.10	\$ 51,907.39	\$ 40,960.48	\$ 334,687.19
	Capital	\$ 715,294.89	\$ 7,932.52	\$ 25,104.81	\$ 732,467.18
February	Combined	\$ 1,076,695.88	\$ 55,276.30	\$ 76,966.28	\$ 1,098,385.86
	Non Capital	\$ 334,687.19	\$ 54,316.30	\$ 47,719.09	\$ 328,089.99
	Capital	\$ 732,467.18	\$ 960.00	\$ 29,247.19	\$ 760,754.36
March	Combined	\$ 1,098,385.86	\$ 83,835.15	\$ 69,084.96	\$ 1,083,635.67
	Non Capital	\$ 328,089.99	\$ 76,806.40	\$ 42,832.68	\$ 294,116.26
	Capital	\$ 760,754.36	\$ 7,028.75	\$ 26,252.28	\$ 779,977.90
April	Combined	\$ 1,083,635.67			\$ 1,083,635.67
	Non Capital	\$ 294,116.26	\$ -	\$ -	\$ 294,116.26
	Capital	\$ 779,977.90		\$ -	\$ 779,977.90
May	Combined	\$ 1,083,635.67			\$ 1,083,635.67
	Non Capital	\$ 294,116.26	\$ -	\$ -	\$ 294,116.26
	Capital	\$ 779,977.90		\$ -	\$ 779,977.90
June	Combined	\$ 1,083,635.67			\$ 1,083,635.67
	Non Capital	\$ 294,116.26	\$ -	\$ -	\$ 294,116.26
	Capital	\$ 779,977.90		\$ -	\$ 779,977.90
<b>End of Year Combined</b>					
Capital %				38%	

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

**SUBJECT: BID AWARD – AUDITORIUM SIDEWALK PROJECT CONSTRUCTION**

DATE: APRIL 9, 2012

Attachments: Supplemental Memo from Public Works Director dated April 4, 2012  
Memo from Public Works Director dated March 21, 2012

BACKGROUND/SUMMARY

The bids for the Auditorium Sidewalk Project construction contract were opened on March 29<sup>th</sup>. The Public Works Director has provided a list of the bids and results following review to determine the lowest responsive bidder. It has been determined the Proposition 1 B funds remaining in the FY 2011-2012 budget are sufficient to cover either Construction Option 1 or Option 2.

Director Grah is recommending V and C Construction from Minden, Nevada be awarded the bid.

RECOMMENDATION

Consideration to award the bid for the Auditorium Sidewalk Project construction contract to V and C Construction for Construction Option 1 (if the Council feels the cost of the colored concrete is warranted); authorize the execution of the construction contract with V and C Construction; and authorize the expenditure of up to \$44,343.60 through the construction contract.



**To:** Keith Caldwell, City Administrator  
**From:** David Grah, Director of Public Works  
**Subject:** Award Auditorium Sidewalk Project Construction Contract - SUPPLEMENT  
**Date:** 4 April 2012  
**Previous:** 22 February 2012, 21 March 2012  
**Funding:** Proposition 1B

**General:**

Bids were opened 29 March on the Auditorium Sidewalk project. Public Works proposes to award the construction contract to V and C Construction of Minden, Nevada. This supplements my 21 March 2012 memo on this subject.

**Background:**

Bids were as follows:

Bidder / Location	Construction Option	
	1	2
Truhls Concrete / Bishop	\$52,994.60	\$40,998.16
Conspec / Lee Vining	\$69,649.12	\$63,252.82
<b>V and C Construction / Minden, Nevada (low)</b>	<b>\$42,232.00</b>	<b>\$39,683.00</b>
Robert J Frank Construction / Redding	\$66,932.00	\$49,532.00
J. RDMMAC / Victorville	\$94,259.50	\$68,076.00

V and C was the low bidder for both construction options and V and C's bid has been determined to be responsive. In other words, the low bid meets bidding requirements. Construction Option 1 includes concrete color and Construction Option 2 does not.

The updated costs based on the low bid are:

Item	Construction Option	
	1	2
Bid	\$42,232.00	\$39,683.00
With 5% Contingency	\$44,343.60	\$41,667.15
Utility Relocation	\$34,700	\$34,700
Trees and Irrigation	\$1,000	\$1,000
Design	\$15,000	\$15,000
Construction Administration and Testing	\$25,000	\$25,000
<b>Total</b>	<b>\$120,043.60</b>	<b>\$117,367.15</b>

**Recommendation:**

That the City Council:

- Award the Auditorium Sidewalk project construction contract to V and C Construction for Construction Option 1 if, in the opinion of the Council, the additional cost for colored concrete is warranted.
- Authorize the execution of the construction contract with V and C.
- Authorize the expenditure of up to \$44,343.60 through the construction contract.



**To:** Keith Caldwell, City Administrator  
**From:** David Grah, Director of Public Works  
**Subject:** Award Auditorium Sidewalk Project Construction Contract  
**Date:** 21 March 2012  
**Previous:** 22 February 2012  
**Funding:** Proposition 1B

**General:**

Public Works expects to be ready to award the Auditorium Sidewalk project construction contract at the 9 April 2012 City Council meeting. I expect to provide a supplemental memo prior to the meeting with information from the 29 March bid opening.

**Background:**

The Auditorium Sidewalk project will construct sidewalk on the east side of the block of North Fowler between Line and Church. The project improvements include overhead utility relocation, curb, gutter, sidewalk, a curb ramp, tree removal, tree replacement, preserving most other landscaping, and a bench and wall. The project will use colored concrete if funds are adequate. One purpose of the project is to spend the remaining Proposition 1B funds the city has on hand. In 2007 the city received \$400,000 of Proposition 1B funding from the state to be used for road improvement projects. Any funds not expended before 1 July 2012 must be returned to the state. Depending on how it is calculated, there is about \$125,000 of Proposition 1B funds remaining.

Costs are expected to be as follows:

Item	Cost
Construction Contract	\$50,000
Utility Relocation	\$33,000
Trees and Irrigation	\$1,000
Design	\$15,000
Construction Administration and Testing	\$25,000
<b>Total</b>	<b>\$124,000</b>

Almost all of the Design and Construction Administration costs are staff reimbursement costs. These reimbursements are not budgeted and so represent unanticipated revenue to the General Fund. In other words, although we expect the costs to be as shown, these reimbursement amounts can be adjusted to make the project expenditures match the funds available. It is worth noting the city's auditor has expenditures shown against the remaining Proposition 1B funds that doesn't match the intentions or understandings of Public Works. When information on the low

bid is available from the bid opening, a detailed analysis of the bid and Proposition 1B funds available will be provided in a supplemental memo.

Utility relocation is underway and is expected to be complete next week. There is good interest in the project from prospective bidders which often means bids will be low. The project includes two construction options, one with colored concrete and one without, in case the cost of the colored concrete is too high. The 2011/2012 budget includes \$130,000 for Proposition 1B which exceeds the funds available and expected expenditures. All budgets and expenditures are Capital Improvements, line item 001-024-56027.

The schedule for the project is proposed to be:

Open Bids	29 March
Award Contract	9 April
Start Construction	9 May
Finish Construction	6 June

**Recommendation:**

That the City Council be prepared to award the construction contract for the Auditorium Sidewalk project at its meeting 9 April 2012.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

**SUBJECT: Request for Bid for Portable Radios – Police Department**

DATE: April 9, 2012

Attachments: Staff Memo

BACKGROUND/SUMMARY

The Federal Communication Commission has mandated that all Public Safety Agencies utilize “narrowband” radio frequencies by January 1, 2013.

The Bishop Police Department is requesting to purchase twelve (12) Motorola XPR 6550 portable radios, extra batteries, necessary installation/programming software and equipment.

The cost is estimated to exceed \$4000.00 and subject to the bid requirement of the City of Bishop’s purchasing policy.

RECOMMENDATION

City Council consider request for bid from the Police Department for 12 Motorola XPR 6550 portable radios and associated equipment.



# BISHOP POLICE DEPARTMENT

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207 W. Line St.  
Bishop, CA 93514  
760-873-5866

To: Bishop City Council via Mr. Keith Caldwell- City Administrator

From: Chris Carter-Chief of Police

Date: March 20, 2012

Subject: Request to Solicit Bids for Purchase of New Portable Radios in Accordance With  
Narrowbanding Requirements

In accordance with Section 3.24.090 of the Bishop Municipal Code, I am requesting permission to seek competitive bids for the purchase of twelve (12) Motorola XPR 6550 Portable radios, extra batteries, necessary installation/programming software and equipment. I estimate that the cost of this purchase shall exceed \$4000.00 and therefore be subject to the competitive bid requirement of the City of Bishop's purchasing policy.

The purchase of these radios is necessary for the Bishop Police Department to comply with the Federal Communications Commission requirement that all Public Safety Agencies utilize "narrowband" radio frequencies by January 1, 2013. I am available at your convenience should you have questions or wish to discuss this request further.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

**SUBJECT: REQUEST TO WAIVE HIRING FREEZE – POLICE RESERVE OFFICER**

DATE: APRIL 9, 2012

Attachments: Staff Memo

BACKGROUND/SUMMARY

In order to continue to provide the needed levels of service while also keeping overtime costs down, the Police Department continues to recruit Reserve Police Officers. The Police Chief would like to move forward to hire a qualified candidate to fill one Reserve Officer position.

RECOMMENDATION

Consideration to waive the hiring freeze to hire one Reserve Police Officer.



# BISHOP POLICE DEPARTMENT

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207 W. Line St.  
Bishop, CA 93514  
760-873-5866

Chris Carter, Chief of Police

To: Bishop City Council via Mr. Keith Caldwell, City Administrator  
From: Chris Carter, Chief of Police   
Date: April 2, 2012  
Subject: Request to Waive Hiring Freeze to fill Police Reserve Officer Position

As we have previously discussed, the Bishop Police Department is in the process of attempting to recruit members of the public who wish to become Police Reserve Officers. Reserve Police Officers are capable of fulfilling a range of Law Enforcement Duties, including routine patrol, special details, prisoner transports, assisting in investigations, traffic enforcement, and other general Law Enforcement duties. Reserve Officers pay ranges from \$13.25-\$15.25 per hour based on qualifications and they receive no benefits or incentives. As such they are considered part-time employees. With the Police Department currently having three (3) vacant sworn-officer positions, the addition of Reserve Officers allows us to continue to provide the needed levels of service while keeping costs, such as overtime, under control. At this time, I am requesting permission to lift the hiring freeze in order to appoint a qualified candidate to the position of Police Reserve Officer. I am available at your convenience should you have questions or wish to discuss this request further.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

**SUBJECT: ORDINANCE NO. 539 – RESPECTING CITY COMMISSIONS**

DATE: APRIL 9, 2012

Attachments: Draft Ordinance No. 539  
Commissioners Term List

BACKGROUND/SUMMARY

At the March 26<sup>th</sup> Study Session, discussion was held relating to changing the number of commissioners serving on the Parks and Recreation Commission from five to seven. It was generally felt that the city commissions give business owners and those members of the community who do not live inside the city limits a way to participate in what is happening in the City of Bishop and increasing the number to seven would build a better commission by bringing in more points of view to the “idea-generating” body.

The Council agreed that improvement needed to be made to the municipal code language to better reflect the criteria for candidate selection. Staff was directed to work with the City Attorney to develop language to present in a draft ordinance.

RECOMMENDATION

1. Hold discussion relating to changing the number of Parks and Recreation Commissioners from five to seven.
2. Review draft Ordinance No. 539 and, if appropriate, take action to approve the introduction/first reading.

## **ORDINANCE NO. 539**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA AMENDING SECTION 2.20.010 OF CHAPTER 2.20; SECTION 2.22.010 OF CHAPTER 2.22; SECTION 2.24.020 OF CHAPTER 2.24; AND REPEALING ORDINANCE NO. 391 AND CHAPTER 2.16 OF THE BISHOP MUNICIPAL CODE RESPECTING CITY COMMISSIONS

THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1: Section 2.20.010 of Chapter 2.20 of the Bishop Municipal Code respecting the park and recreation commission is amended to read in its entirety, as follows:

“2.20.010 Created-Membership. There is created a park and recreation commission of the city. The commission shall consist of \_\_\_\_\_ members who are appointed by the city council on the basis of nominations submitted pursuant to the policy manual of the city. The term of each member shall be four (4) years. In making appointments to the commission, the city council shall endeavor to appoint the best members to the commission whether or not such persons are residents and citizens of the city.”

SECTION 2: Section 2.22.010 of Chapter 2.22 of the Bishop Municipal Code respecting the water and sewer commission is amended to read, in its entirety, as follows:

“2.22.010 Created-Membership. There is created a water and sewer commission of the city. The commission shall consist of five (5) members who are appointed by the city council on the basis of nominations submitted pursuant to the policy manual of the city. The term of each member shall be four (4) years. In making appointments to the commission, the city council shall endeavor to appoint the best members to the commission whether or not such persons are residents and citizens of the city.”

SECTION 3. Section 2.24.020 of Chapter 2.24 of the Bishop Municipal Code respecting the planning commission is amended to read, in its entirety, as follows:

“2.24.020 Membership. The commission shall consist of seven (7) members who are appointed by the city council on the basis of nominations submitted pursuant to the policy manual of the city. In making appointments to the commission, the city council shall endeavor to appoint the best members to the commission whether or not such persons are residents and citizens of the city.”

SECTION 4: Ordinance No. 391 and Chapter 2.16 of the Bishop Municipal Code respecting the civic arts commission (Sections 2.16.010 to 2.16.060 inclusive) are repealed.

SECTION 5: This ordinance shall be in full force and effect thirty (30) days from and after its passage and adoption.

SECTION 6: The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published in the manner and form provided by law in the Inyo Register, a newspaper of general circulation printed and published in the City of Bishop, State of California, which said newspaper is hereby designated for that purpose.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

\_\_\_\_\_  
DAVID STOTTLEMYRE, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: \_\_\_\_\_  
Denise Gillespie, Assistant City Clerk

**CITY OF BISHOP  
COMMISSIONS TERM LIST**

NAME	COMMISSION	TERM EXPIRATION DATE	REVIEW DATE	AGENDA APPOINTMENT DATE OPTIONS	
McDermott, Cheryl	Parks	04/28/12	03/01/12		
Pecsi, Joe	Sewer/Water	11/08/12	09/01/12		
Mathieu, Patricia	Sewer/Water	11/08/12	09/01/12		
Underhill, Cheryl	Sewer/Water	11/08/12	09/01/12		
Gardner, Ted	Planning	04/09/13	02/01/13		
Crom, Frank	Planning	6/22/13	04/01/13		
Malloy, Darren	Planning	01/24/14	11/01/13		
Huntley, Shane	Planning	07/10/14	05/10/14		
Bhakta, Harry	Sewer/Water	11/08/14	09/01/14		
Cross, Forrest	Sewer/Water	11/08/14	09/01/14		
Hardy, Tom	Planning	11/26/14	09/01/14		
Cox, Donald Lee	Parks	12/11/14	10/01/14		
Weatherford, John	Parks	01/11/15	11/01/14		
Bhakta, David	Planning	01/27/15	12/01/14		
Lowthorp, Robert	Planning	09/11/15	07/01/15		
Hallenbeck, Kellie	Parks	10/28/15	09/01/15		
Batchelder, Thomas	Parks	3/25/16	01/01/16		

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

Revised 3/28/12

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

**SUBJECT: AMENDMENT TO THE COUNCIL POLICY MANUAL**

DATE: APRIL 9, 2012

Attachments: Council Policy Manual – Commission Appointments A-3 (Page 3)

BACKGROUND/SUMMARY

In conjunction with the presentation of a draft ordinance for city commissions, a review of the Council Policy Manual relating to commission appointments was also done. Updating was done to the wording of the Procedure for Filling Vacancies. A-3 is presented for Council consideration.

RECOMMENDATION

Consideration for review and action to approve the amendment to Council Policy Manual - Commission Appointments A-3.

## COMMISSION APPOINTMENTS

DRAFT

A-3

A-3

All interested prospective applicants for appointment to any Commission shall submit, in writing, their request containing pertinent information as to their qualifications. Applications are available in the City Clerk's Office.

A screening committee, composed of two Councilmembers, appointed by the Mayor and approved by the City Council; two Commissioners (from the Commission where the vacancy exists), appointed by the Chairman and approved by the Commission; and the City Administrator shall review the applications for each commission vacancy, interview applicants if deemed appropriate and check such reference as they may deem expedient, then make a nomination to the City Council for filling the commission vacancy.

### PROCEDURE FOR FILLING VACANCIES ON THE PLANNING COMMISSION, PARKS AND RECREATION COMMISSION AND WATER AND SEWER COMMISSION

1. Except as otherwise determined by the City Council, approximately two months before the expiration of an existing term, the City shall advertise and seek applicants for the upcoming vacancy. Notice of the advertisement is to be provided to the Council Members. Incumbents, as well as new applicants, are encouraged to apply.
2. When an unexpected vacancy occurs, advertising should begin as soon as possible. In all cases of expiring terms and vacancies, the position should be advertised for a minimum of three weeks with a firm deadline being set.
3. Applicants residing within the jurisdictional boundaries of the City of Bishop should be encouraged to make application.

Amended:

Amended: 11-08-99

Adopted: 12-23-78

## COMMISSION APPOINTMENTS

PREVIOUS  
WORDING

A-3

A-3

All interested prospective applicants for appointment to any Commission shall submit, in writing, their request containing pertinent information as to their qualifications.

A screening committee, composed of two Councilmembers, appointed by the Mayor and approved by the City Council; two Commissioners (from the Commission where the vacancy exists), appointed by the Chairman and approved by the Commission; and the City Administrator shall review the applications for each commission vacancy, interview applicants if deemed appropriate and check such reference as they may deem expedient, then make a nomination to the City Council for filling the commission vacancy.

### BISHOP CITY COUNCIL PROCEDURE FOR THE FILLING OF VACANCIES ON THE PLANNING COMMISSION AND PARKS & RECREATION COMMISSION

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

Amended: 11-08-99

Adopted: 12-23-78

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

**SUBJECT: SET DATE AND AGENDA FOR COUNCIL RETREAT**

DATE: APRIL 9, 2012

Attachments: Draft Retreat Agenda

BACKGROUND/SUMMARY

It has been requested by Council that a date be set for a Retreat. Attached is a draft agenda with topics requested by Council Members.

RECOMMENDATION

Set a date for Council Retreat and add agenda items as appropriate.



# CITY OF BISHOP COUNCIL RETREAT AGENDA

DATE: \_\_\_\_\_

Time: \_\_\_\_\_

**Executive Conference Room  
377 West Line Street  
Bishop, California 93514**

## NOTICE TO THE PUBLIC

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (760) 873-5863. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 13.102-35.104 ADA Title II).

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

## ROLL CALL

## PUBLIC COMMENT

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

## DISCUSSION

1. Street Vendor Licenses
2. Legislative Platform
3. Budget – Fiscal Year 2011-2012

## ADJOURNMENT

The next regularly scheduled City Council meetings are scheduled on \_\_\_\_\_, in the Council Chambers.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

**SUBJECT: DWP LEASE BL-1239 – SIERRA STREET PARKING LOT**

DATE: APRIL 9, 2012

Attachments: Correspondence from LADWP received March 12, 2012  
Lease No. 1239 between DWP and City of Bishop

BACKGROUND/SUMMARY

The new five-year lease for the Sierra Street city parking lot has been received from the Department of Water and Power Bishop Office. This lease was held over for review by the LADWP since it expired November 30, 2007.

The lease has been reviewed by the City Attorney and sent for review by the California JPIA Risk Management.

RECOMMENDATION

Consider approval of the LADWP Lease BL-1239 for the 273 Sierra Street used as a city parking lot and authorize the execution of the document by the City Administrator.



ANTONIO R. VILLARAIGOSA  
Mayor

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

RONALD O. NICHOLS  
*General Manager*

March 7, 2012

City of Bishop  
377 West Line Street  
Bishop, CA 93514

Dear Lessee:

PROPOSED LEASE: BL-1239  
COMMENCING: March 1, 2012  
TERM: five years  
RENT: \$500 per year effective March 1, 2012;  
\$510 per year effective March 1, 2013;  
\$520 per year effective March 1, 2014;  
\$530 per year effective March 1, 2015;  
\$541 per year effective March 1, 2016  
LOCATION: 273 Sierra Street - Bishop - California

*Place*

Enclosed are four copies of your proposed lease covering the period of March 1, 2012, through February 28, 2017. The property is to be used as a site for a public parking lot.

It is the policy of the Los Angeles Department of Water and Power (LADWP) that upon the award of a lease, the Lessee must provide evidence of insurance that conforms to the insurance requirements of the lease agreement. Insurance requirements are explained in detail in the lease under Article II, Section 11 (*Insurance*) and as contained in the *Contract Insurance Requirements* (attached to this agreement and designated as *Exhibit B*), which specifically outlines the types and amounts of coverage required for this lease. Said evidence must be on file with the Risk Management section in order to commence tenancy under this lease.

Information on our insurance program is available on the website for LADWP's Risk Management section (<http://www.ladwp.com/ladwp/cms/ladwp005363.jsp>) or you may contact LADWP's Evidence of Insurance Clerk at (213) 367-4674. In addition, in the near future you will be receiving correspondence directly from Risk Management detailing further instructions regarding insurance compliance.

Also in your lease, Article I, Subsection 4.2 (*Rent Payment*) provides that billing for rent payments shall be for the convenience of the Lessee and is not required of the Lessor; however, after the proposed lease has been approved, we plan to provide you with billing statements.

Water and Power Conservation . . . a way of life

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

City of Bishop  
Page 2  
March 7, 2012

Please review the enclosed lease in its entirety. If the lease meets with your approval, please sign four copies and return three signed copies to 300 Mandich Street, Bishop, California 93514-3449, attention Real Estate. You may keep the fourth copy for your temporary records. After the proposed lease has been approved, a fully executed copy will be returned to you.

Complete processing of a lease is time consuming; therefore, it would be helpful if you would return the signed copies within 15 days. After we receive the signed copies of the lease, the copies will be forwarded to our General Manager for his approval.

If any portion of this letter, or any clauses or particulars of the proposed lease are not fully understood, please write to our office at the above-noted address, or you may reach our Real Estate office by phone at (760) 873-0370.

Sincerely,



Clarence E. Martin  
Assistant Aqueduct Manager

DSM:rjm

Enclosures (four lease copies; **three to be signed and returned to Bishop**)

c w/o enc: Real Estate

**LEASE NO. 1239**

**BETWEEN**

**CITY OF BISHOP**

**AND**

**THE CITY OF LOS ANGELES  
DEPARTMENT OF WATER AND POWER**

## ARTICLE I. SPECIFIC TERMS AND PROVISIONS

The Department of Water and Power of the City of Los Angeles, hereinafter Lessor, and:

City of Bishop

hereinafter Lessee, agree as follows:

1. **LEASED PREMISES:** Lessor leases to Lessee the premises located at 273 Sierra Street, Bishop, Inyo County, California, more particularly shown on the drawing marked *Exhibit A*, attached hereto and made a part hereof.
2. **TERM:** The term of this lease, upon approval by the Board of Water and Power Commissioners, or their designee(s), shall be from March 1, 2012 through February 28, 2017, for a term of five years, unless sooner terminated as herein provided.
3. **DESIGNATED USE:** The subject premises shall be used as a site for a public parking lot only, and for no other purpose.
4. **RENT:**
  - 4.1. Rent Schedule – Plus All Taxes:
    - 4.1.1. *Base Rent Schedule:*
      - 4.1.1.1. Lessee agrees to pay to Lessor the base rents as set forth in the schedule below during the term of this lease:
        - effective March 1, 2012 - \$500 per year;
        - effective March 1, 2013 - \$510 per year;
        - effective March 1, 2014 - \$520 per year;
        - effective March 1, 2015 - \$530 per year;
        - effective March 1, 2016 - \$541 per year.
      - 4.1.1.2. Such amounts shall be payable, in advance, on the first day of each rental period.
    - 4.1.2. *Taxes:* In addition to the base rent, Lessee shall pay to Lessor a sum equal to the total amount of all taxes or general or special assessments of whatever nature levied or assessed upon the leased premises and which Lessor shall have paid or be obligated to pay, relative to the subject property for the fiscal year (July 1 through June 30) then current.
  - 4.2. Rent Payment:
    - 4.2.1. Lessee agrees to pay all rent, or any other amount due under the terms of this lease, promptly when due and without deduction, offset, prior notice, or demand, to the Department of Water and Power, 300 Mandich Street, Bishop, California 93514-3449. **All payments shall reference Account No. 15849.**
      - 4.2.1.1. Prompt payment shall mean payment at the office of Lessor not more than five (5) days after the due date for the rent as set forth in this lease. Rent due and not paid promptly shall be deemed delinquent.

- 4.2.2. Lessor is not required to make any demand on the Lessee for the payments, whether on the premises or elsewhere. Billing for any payment shall be for the convenience of the Lessee and not required of the Lessor.
- 4.2.3. Rent not paid when due shall bear interest from due date until paid, at the rate of 10/12<sup>th</sup> of 1% per month (10% per annum) from the date rent is due. Said sum shall be deemed additional rent.
- 4.2.4. If any check offered by the Lessee in payment of rent or any other amount due under this agreement is returned for any reason other than that caused by the Lessor's negligence, Lessee shall pay to Lessor a check return processing charge in the amount of Thirty and No/100 Dollars (\$30.00).

**5. NOTICES:**

- 5.1. Any notice to be given hereunder by either party to the other shall be in writing, and either served personally or sent by prepaid first-class mail. Any such notice shall be addressed as follows:

To Lessor:

Los Angeles Department of Water and Power  
Real Estate Section  
300 Mandich Street  
Bishop, California 93514-3449

To Lessee:

City of Bishop  
377 West Line Street  
Bishop, CA 93514

- 5.2. Or to such other address as Lessor and Lessee may hereafter designate by written notice. Notice shall be deemed communicated within twenty-four (24) hours from the time of mailing if mailed as provided in this paragraph.

## ARTICLE II. STANDARD TERMS AND PROVISIONS

### 1. LIMITATIONS/RESERVATIONS:

- 1.1. Limitations on Use of Leased Premises: Lessee shall not use the premises, nor any portion thereof, for any purpose other than that hereinabove set forth in Article 1 without first having had and obtained the written consent of the Board of Water and Power Commissioners of the City of Los Angeles (Board), whose consent may be withheld in the Board's sole discretion.
- 1.2. Reservations: This lease is subject to all existing uses, all matters of record, and to the reservations hereinafter set out.
  - 1.2.1. There is excepted from this lease and reserved to the Lessor all water and water rights, whether surface, subsurface, or of any other kind; and all water and water rights appurtenant or in anywise incident to the lands or premises leased herein, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water and water rights.
  - 1.2.2. There is also excepted and reserved to the Lessor the right to use, operate, and maintain any ways, waterways, ditches, pipelines, canals, wells, and appurtenances thereto, or desirable in connection therewith, together with the right to grant easements, rights of way, licenses, and permits for other purposes that will not unreasonably interfere with Lessee's use of the premises.

### 2. IMPROVEMENTS:

- 2.1. Lessee Improvements and Alterations:
  - 2.1.1. Lessee shall make no structural improvements, additions, or alterations in, to or upon the leased premises without first obtaining the written consent of the Aqueduct Manager of the Los Angeles Department of Water and Power (Manager). Any conditions, restrictions, or limitations placed upon the approval by the Lessor shall be conditions of this lease as though fully set forth herein once the document is fully executed by both parties. Lessee shall hold the Lessor harmless from liability with respect to any claims regarding any improvements, additions, or alterations made thereto.
  - 2.1.2. Prior to the construction of any improvements, Lessee shall submit to Lessor's Real Estate Section in Bishop, California (Real Estate Section), for concept approval, the preliminary plans and estimated construction cost for such improvements. Said approval, subject to the conditions set forth herein, shall be given in writing, in a reasonably timely manner. Upon approval by the Manager of Lessee's preliminary plans, Lessee shall prepare working drawings and specifications, which shall be true and correct developments of the preliminary plans so approved. Lessee shall then submit a written request for construction approval and a minimum of two (2) complete sets of said approved working drawings and copies of the specifications to the Real Estate Section for written approval by the Manager. Manager's written approval and any conditions related to the construction of the improvements or alterations shall become a part of the

lease as though fully set forth herein once the document is fully executed by both parties. Upon receipt of approval, Lessee shall cause the construction called for by the approved working drawings and specifications to be commenced and completed promptly. No substantial changes, additions, or alterations shall be made in said working drawings or specifications, or in the construction called for thereby, without first obtaining the Manager's approval in writing. Upon completion of the improvements, Lessee shall furnish to the Real Estate Section, at no charge, one complete set of "as-built" drawings. These drawings must include any applicable permit numbers, the structural and other improvements installed by Lessee in the leased premises, and the location and details of installation of all improvements, equipment, utility lines, heating, ventilating, and air-conditioning ducts and related matters. Lessee shall keep said drawings current by updating them in order to reflect any changes or modifications, which may be made in or to the leased premises.

- 2.1.3. For each and every construction or alteration project undertaken on the leased premises, Lessee shall prepare a construction report. This report shall contain the following elements: (1) type of improvement constructed or altered; (2) floor area or capacity of improvement constructed or altered; (3) total cost of construction or alteration; (4) completion date for construction or alteration; and (5) a copy of the certificate of occupancy. The construction report shall be mailed to the Lessor at the address provided in this lease in Article I, Section 5 (*Notices*), not later than sixty (60) days following completion of the construction or alteration.
- 2.1.4. Lessee shall also keep the leased premises and any improvements constructed thereon free and clear of liens for labor and material expended by or for Lessee or on its behalf in accordance with Article II, Section 3 (*Liens*).

2.2. Ownership of Improvements:

- 2.2.1. During the term the property is leased, title to all structures, improvements, facilities, or alterations constructed or installed by Lessee shall be vested to Lessee. Upon the termination of the lease tenancy, said structures, improvements, facilities, or alterations, other than machines, equipment, trade fixtures, and similar installations of a type commonly removed without structural damage to the leased premises, shall become a part of the land upon which they are constructed, or of the building to which they are affixed, and title thereto shall thereupon vest in the Lessor unless, however, Lessor may request Lessee to remove some or all of said structures, improvements, facilities, or alterations, in which case Lessee shall promptly remove said items at Lessee's sole cost and expense. In the event the removal of any fixture damages any part of the leased premises, Lessee shall repair such damage and restore the leased premises to as good condition as the same was in prior to said damage, reasonable wear and tear excepted.
- 2.2.2. During the term of this lease, title to all structures, improvements, facilities, or alterations constructed or installed by Lessee for which Lessee has been reimbursed by the Lessor shall thereupon vest in the Lessor.

2.2.3. Upon vesting of title to said structures, improvements, facilities, or alterations in the Lessor, Lessor shall be entitled to additional reasonable rent, fees and/or other charges, as determined by the Board, and Lessee shall be obligated to pay same for as long as Lessee occupies said structures, improvements, facilities and alterations.

2.3. Damage to or Destruction of Improvements:

2.3.1. If, during the term of this lease, any buildings, structures, or improvements on the leased premises, whether such improvements are Lessee- or Lessor-owned, are partially or totally destroyed from a risk covered by the insurance described in Article II, Section 11 (*Insurance*), herein, thereby rendering said leased premises partially or totally inaccessible or unusable, such destruction shall not automatically terminate this lease, and Lessee, unless otherwise directed by the Lessor, shall be obligated to restore the leased premises to substantially the same condition as they were immediately before destruction. Approval from the Lessor for reconstruction of such improvements shall be in accordance with Article II, Subsection 2.1 (*Lessee Improvements and Alterations*) of this lease and shall not unreasonably be withheld.

2.3.2. If, during the term of this lease, any improvements on the leased premises, whether such improvements are Lessee- or Lessor-owned, are partially or totally destroyed from a risk not covered by the insurance described in Article II, Section 11 (*Insurance*), herein, thereby rendering said leased premises partially or totally inaccessible or unusable, such destruction shall not automatically terminate this lease. If, however, the cost of restoration exceeds ten percent (10%) of the full replacement value of improvements, as said value existed immediately before said destruction, Lessee may, at Lessee's option, terminate this lease by giving written notice to the Lessor within sixty (60) days from the date of destruction. If Lessee elects to terminate as above provided, Lessee shall be obligated, unless otherwise directed by the Lessor, to demolish all damaged improvements and remove all debris from the leased premises at Lessee's sole cost. If Lessee fails to exercise its right to terminate this lease, this lease shall continue in full force and effect for the remainder of the term specified herein and Lessee shall restore the leased premises to substantially the same condition as they were in immediately before destruction. Approval from the Lessor for reconstruction of such improvements shall be in accordance with Article II, Subsection 2.1 (*Lessee Improvements and Alterations*) of this lease and shall not unreasonably be withheld.

2.3.3. Lessee expressly waives the provisions of Civil Code Sections 1932.2 and 1933.4.

3. **LIENS:** During the term of this lease, the fee interest in the real property underlying the leased premises shall not be used as security for any loans or mortgages nor otherwise have any liens placed on it. Additionally, Lessee shall keep any Lessor-owned improvements on the leased premises free and clear of any liens or other encumbrances. By way of specification without limitation, Lessee shall keep the leased premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Lessee, and shall indemnify, hold harmless, and defend the Lessor from any liens and encumbrances arising out of any work performed or materials furnished by or at the request of Lessee. In the event that Lessee does

not, within thirty (30) calendar days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, the Lessor shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause upon ten (10) business days prior written notice to Lessee the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. All such sums paid by the Lessor and all expenses incurred by it in connection therewith, including costs and attorney's fees, shall be paid by Lessee to the Lessor on demand. Nothing in this section shall be construed to limit any rights of Lessee to use its leasehold interest as security for any loans to the extent that such use is permitted under this lease. Nothing in this section shall be construed to place any obligations upon Lessee with respect to liens, loans, or mortgages placed upon the leased premises by the Lessor, its Board, City officers, agents, or employees.

4. **MODIFICATION TO SIZE OF LEASED PREMISES:** It is mutually agreed that land not exceeding ten percent (10%) of the total area of the premises herein leased may be added to or deleted from said leased premises upon approval of the Manager and without requiring additional action by the Board of Water and Power Commissioners unless the modification involves an amount in excess of \$150,000 per year, in which case prior Board approval shall be required. In all instances said changes shall become effective immediately upon written notice to Lessee. The amount of rent payable under this lease shall be increased or decreased on a pro rata basis to reflect any such addition to or deletion of lands.

5. **SIGNS:**

5.1. No identification signs pertaining to Lessee's operations shall be installed or placed in or on the leased premises until Lessee has submitted to the Real Estate Section drawings, sketches, design dimensions, and type and character of such identification signs proposed to be placed thereon or therein and has received written approval from the Real Estate Section. The Real Estate Section's written approval and any conditions related to the subject signs shall become a part of the lease as though fully set forth herein once the document is fully executed by both parties.

5.2. Other than approved identification signs, Lessee shall not, at any time, under any circumstances, install, place, or maintain any type of advertising, on the leased premises.

6. **LAWS, RULES, AND REGULATIONS:**

6.1. Lessee shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.

6.2. Lessee shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations and/or restrictions related to its use or operation of the leased premises, or with any ordinances, statutes, laws, orders, directives and or conditions.

7. **CARE, MAINTENANCE, AND REPAIR OF LEASED PREMISES:**

7.1. Care of Premises:

7.1.1. Lessee is the current tenant and has examined the premises, knows the condition thereof, and accepts possession thereof in its present condition

relying solely on its own inspection and not on any representations that may have been made by the Lessor or any of its agents.

7.1.2. Lessee agrees at its cost to keep the premises in good, clean, orderly, and sanitary condition, and shall not commit nor allow to be committed any waste, nuisance, or disposal of hazardous material or wastes upon the premises. Lessee further agrees to remove from the leased premises anything placed or stored there which Lessor considers to be undesirable or unsightly.

7.1.3. Any restoration of or repairs to the premises made necessary by the installation or removal of any structure, personal property, alteration, or trade fixture owned, placed, attached, or installed by Lessee on the premises shall be made at Lessee's sole cost and expense.

## 7.2. Maintenance and Repair:

7.2.1. As part of the consideration for this lease, Lessee agrees, at all times hereunder and at its own expense, to keep, maintain, paint, and repair the leased premises and all improvements thereon, if there be any whether owned by Lessor or Lessee, in as good and substantial condition and state of repair as the same now are or in such improved condition as the same may hereafter be placed, reasonable wear and tear and damages by causes beyond Lessee's control excepted, except that regardless of the present condition or state of repair and regardless of the reasonableness or cause of wear, tear, or damages, Lessee shall keep and maintain, at all times hereunder and at its own expense, the premises and all improvements and facilities thereon in as good condition and repair as may be necessary for the safety of all persons who may lawfully enter thereupon.

7.2.2. If Lessee fails to so maintain or repair the leased premises, the Lessor may serve a "Notice to Cure" upon Lessee. Said Notice shall prescribe the work to be accomplished by Lessee in order to correct the maintenance deficiencies and shall state the number of calendar days Lessee shall have to complete the work as prescribed in the Notice. The period of "calendar days" in said Notice shall commence ten (10) days following Lessor's deposit of said Notice in the mail. In addition, a copy of the "Notice to Cure" shall be posted on the leased premises in a conspicuous place.

7.2.2.1. If, in the opinion of the Lessor, any default is of such nature that it cannot physically be corrected within the period originally specified by the Lessor, and if the party in default has responded with a course of action and has commenced to remedy such default promptly after the receipt of such Notice, and shall continuously and diligently proceed in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete the same.

7.2.2.2. If the work prescribed in the "Notice to Cure" is not completed by Lessee in a manner reasonably satisfactory to the Lessor, and Lessee fails to correct such work within the time specified by the Lessor in the mailed Notice, or as set forth in Article II, Subsection 7.2.2.1 above, the Lessor may, at its sole option,

and at Lessee's sole cost and expense, enter upon the leased premises and perform whatever work may, in the opinion of the Lessor, be required to correct the maintenance deficiencies. If the Lessor exercises this option, Lessee shall pay to the Lessor a sum equal to the direct cost of labor and materials expended for said work, plus a surcharge equal to fifty percent (50%) of said direct cost. Payment shall be made within thirty (30) days of the date of the Lessor's invoice date for such costs and charges.

7.2.3. In the absence of a written agreement to the contrary, Lessor shall not be required at any time to maintain, paint, or make repairs, improvements, alterations, or additions on or to the leased premises. Lessor reserves the right, however, at any time to perform such maintenance or make such repairs or perform such other acts on or to the premises as shall be by Lessor deemed necessary for the preservation of any portion thereof, or the protection of Lessor's investment therein, and the further right to remove trees, weeds, and other things which Lessor may deem to be unsightly or undesirable; but such works performed by Lessor shall constitute, in no event, a waiver of Lessee's obligation hereunder to keep said premises in good repair and free from rubbish, noxious weeds, and other unsightly matter.

7.2.4. **Lessee waives the provisions of Civil Code Sections 1941 and 1942 with respect to the Lessor's obligations for tenantability of the premises and Lessee's right to make repairs and deduct the expenses of such repairs from rent.**

\_\_\_\_\_  
LESSEE INITIALS

7.2.5. Should Lessor make or perform any repairs, removals, or maintenance, or agree at the request of Lessee to perform maintenance, repairs, alterations, construction, or other works of improvement on the leased premises, Lessor may, at its option, perform such works and either bill Lessee for the entire costs of same, which Lessee agrees to pay on demand, or Lessor may, upon thirty (30) days' written notice to Lessee, increase the lease rental by an amount necessary for Lessor to recover all or part of the cost of such works, as Lessor shall determine, over the remaining term of this lease, or any lesser portion thereof as Lessor shall determine.

7.3. Tree Maintenance: Lessee shall spray trees as needed for pest control, and maintain and trim trees for safe condition near buildings. No tree shall be cut down without the Lessee first receiving written permission from the Lessor to do so.

7.4. Burn Permits: Lessee shall not burn off any part of the premises without a burning permit first being obtained from Lessor and any other regulatory authority having jurisdiction; and Lessee, at all times and at its own expense, shall do all things reasonably necessary to protect said premises from fire and fire hazards.

## 8. **DISABLED ACCESS:**

8.1. Lessee shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access to improvements on the leased premises, including any services,

programs, or activities provided by Lessee. Lessee shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Lessee's noncompliance.

- 8.2. Should Lessee fail to comply with Subsection 8.1, then the Lessor shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Lessee will then be required to reimburse the Lessor for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

## 9. HAZARDOUS SUBSTANCES:

- 9.1. Indemnification – Environmental: Lessee, on behalf of itself and its successors, assigns, and sub-lessees, further undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the Lessor, defend by counsel satisfactory to the Lessor the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties (including, but not limited to, costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties, and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including Lessee employees, contractors, customers, invitees, and agents, or persons who enter onto the premises, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non-performance or breach by Lessee of any term and/or condition of this agreement, relating directly or indirectly to the release or spill of any legally designated hazardous material or waste, resulting from or incident to the presence upon or performance of activities by Lessee or its personnel with respect to the subject area/property covered under this agreement, on the part of the Lessee, or Lessee's officers, agents, employees, or sub-lessees of any tier, regardless of any negligence on the part of Indemnitees, except for the sole active negligence or willful misconduct of the Indemnitees. It is the specific intent of this paragraph that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this agreement that give rise to future claims, even if the actual claim comes against the Indemnitees after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement.

- 9.2. Survival of Obligations: This Section 9, and the obligations herein, shall survive the expiration or earlier termination of this lease.

10. **LESSOR'S RIGHT OF ACCESS AND INSPECTION**: The Lessor, by and through its officers, employees, agents, representatives, and contractors, shall have the right at all reasonable times and in a reasonable manner, upon notice to Lessee, to enter upon the leased premises for the purpose of inspecting the same or for doing any act or thing that the Lessor may be obligated or have the right to do under this lease, or otherwise, and no abatement of rental shall be claimed

by or allowed to Lessee by reason of the exercise of such rights. In the exercise of its rights under this Section, the Lessor, its officers, employees, agents, and contractors shall not unreasonably interfere with the conduct of Lessee's business on the leased premises as herein authorized.

## 11. INSURANCE:

- 11.1. Additional Insured Status Required: Lessee shall procure at its own expense, and keep in effect at all times during the term of this lease, the types and amounts of insurance specified on the attached *Exhibit B (Contract Insurance Requirements)*. The specified insurance shall also, either by provisions in the policies, by the Lessor's own endorsement form, or by other endorsement attached to such policies, include and insure the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, its Board of Water and Power Commissioners, and all of its officers, employees, and agents, their successors and assigns, as additional insureds (except for Professional Liability and Workers' Compensation), against the area(s) of risk described herein as respects Lessee's acts or omissions in its performance of the lease, use and occupancy of the premises hereunder, or other related functions performed by or on behalf of Lessee. Such insurance shall not limit or qualify the liabilities and obligations of the Lessee assumed under the lease.
- 11.2. Severability of Interests and Cross Liability Required: Each specified insurance policy (other than Workers' Compensation and Employers' Liability and Property coverages) shall contain a Severability of Interest and Cross Liability clause that states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability"; and a Contractual Liability Endorsement that shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."
- 11.3. Primary and Non-Contributory Insurance Required: All such insurance shall be Primary and Noncontributing with any other insurance held by the Lessor where liability arises out of, or results from, the acts or omissions of Lessee, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Lessee. Any insurance carried by the Lessor, which may be applicable, shall be deemed to be excess insurance and the Lessee's insurance is primary for all purposes despite any conflicting provision in the Lessee's policies to the contrary.
- 11.4. Deductibles Subject to Lessor's Discretion: Deductibles and/or self-insured retentions shall be at the sole risk of the Lessee. Lessor shall have no liability for any premiums charged for such coverage(s). The inclusion of the Department of Water and Power of the City of Los Angeles, its Board of Water and Power Commissioners, and all of its officers, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Lessee in its operations.
- 11.5. Proof of Insurance for Renewal or Extension Required: At least ten (10) days prior to the expiration date of any of the policies required on the attached *Exhibit B (Contract Insurance Requirements)*, documentation showing that the insurance coverage has been renewed or extended shall be filed with Lessor. If such coverage is canceled or not renewed, Lessee shall, within fifteen (15) days of such cancellation or non-renewal, file with Lessor evidence that the required insurance has been reinstated or provided through another insurance company or companies.

- 11.6. **Submission of Acceptable Proof of Insurance and Notice of Cancellation:** Lessee shall provide proof to the Risk Manager of the Department of Water and Power of the City of Los Angeles of all specified insurance and related requirements either by use of Lessor's own endorsement form(s) or by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager and the Office of the City Attorney. The documents evidencing all specified coverages shall be filed with Lessor prior to Lessee beginning operations or occupying the premises hereunder. Said proof shall contain, at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the protection begins for the Lessor, and the insurance carrier's name. Such documents shall bear an original signature of an authorized representative of said carrier(s). Required policies shall provide for notice of cancellation or non-renewal by mail to: The Office of the City Attorney, Water and Power Division, Post Office Box 51111, JFB – Room 340, Los Angeles, California 90051-0100.
- 11.7. **Claims-Made Insurance Conditions:** Should any portion of the required insurance be on a "Claims Made" policy, the Lessee shall, at the policy expiration date following the lease term, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended two (2) years discovery period has been purchased on the expiring policy.
- 11.8. **Failure to Maintain and Provide Proof as Cause for Termination:** Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of the lease, upon which Lessor may immediately terminate or suspend the lease.
- 11.9. **Sub-Contractor Compliance:** The Lessee shall be responsible for all Lessee's sub-contractors providing work hereunder carrying reasonable and prudent coverages and limits.
- 11.10. **Periodic Right to Review/Update Insurance Requirements:** Lessor and Lessee agree that the insurance policy limits specified on the attached *Exhibit B (Contract Insurance Requirements)* may be reviewed for adequacy annually throughout the term of this lease by the Risk Manager/City Attorney, who may thereafter require Lessee to adjust the amounts and types of insurance coverage(s) to whatever extent the Risk Manager/City Attorney deems to be adequate and necessary. Lessor reserves the right to have submitted to it, upon request, all pertinent information about the agent(s) and carrier(s) providing such insurance, including applicable license(s) and ratings.
12. **LESSOR HELD HARMLESS / INDEMNIFICATION:** In addition to the requirements of Article II, Section 11 (*Insurance*) herein, Lessee acknowledges that it has inspected the premises, knows the condition thereof, and on behalf of itself and its successors, assigns and sub-lessees undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the Lessor, defend by counsel satisfactory to the Lessor, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including but not limited to Lessee's employees, contractors, customers, invitees and agents, or persons who enter onto the premises, or damage (including environmental damage) or destruction or loss of

use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to this agreement or to the premises covered under this agreement, regardless of any negligence on the part of Indemnitees, except for the sole active negligence or willful misconduct of the Indemnitees. It is the specific intent of this paragraph that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this agreement that give rise to future claims, even if the actual claim comes against the Indemnitees after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement.

### 13. CITY OF LOS ANGELES ORDINANCE-MANDATED PROVISIONS

- 13.1. Non-Discrimination: During the term of this lease, the Lessee shall not discriminate in its employment practices against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, sexual orientation, age disability, marital status, domestic partner status, or medical condition. Any subleases shall contain a like nondiscrimination clause. The applicable provisions of Executive Order No. 11246 of September 24, 1965; Part 60-741 of 41 CFR pertaining to handicapped workers, including 60-741.4 Affirmative Action Clause; and Sections 10.8 to 10.13 of the Los Angeles Administrative Code pertaining to nondiscrimination in employment in the performance of City contracts are incorporated herein by reference and made a part hereof as if they were fully set forth herein.
- 13.2. Affirmative Action Plan: Lessee shall have, as per Los Angeles Administrative Code Section 10.8.4, an Affirmative Action Plan on file with the Director of Corporate Purchasing Services. Lessee's Plan shall be submitted on the Lessor's form, available from the Director of Corporate Purchasing Services.
- 13.3. Child Support Assignment Orders: Lessee shall comply with Section 10.10, of the Los Angeles Administrative Code ("Child Support Assignment Orders"). Lessor requires all lessees and sublessees entering into a contract with Lessor to comply with all reporting requirements and court-ordered wage earning assignments.
- 13.4. Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance: Under provisions of Section 10.36 et seq., and Section 10.37 et seq. of the Los Angeles Administrative Code, all employers (except where specifically exempted) under contracts primarily for the furnishing of services to or for the Lessor and that involve an expenditure in excess of \$25,000 and a contract term of at least three months; leases; licenses; or, certain recipients of Lessor financial assistance, shall comply with all applicable provisions of the Ordinances. Lessor shall have the authority, under appropriate circumstances, to terminate the contract and otherwise pursue legal remedies that may be available, if Lessor determines that the subject contractor or financial recipient violated the provisions of the referenced Code Section.
- 13.5. Equal Benefits Ordinance: This lease is subject to Section 10.8.2.1 of the Los Angeles Administrative Code related to equal benefits to employees. Lessee agrees to comply with the provisions of Section 10.8.2.1.
- 13.6. Slavery Disclosure Ordinance: This lease is subject to the applicable provisions of the Slavery Disclosure Ordinance (SDO) Section 10.41, et seq., of the Los Angeles Administrative Code. Unless otherwise exempt in accordance with the provisions of this Ordinance, Lessee certifies that it has complied with the applicable provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, Lessee has the authority, under appropriate circumstances, to

terminate this lease and otherwise pursue legal remedies that may be available to Lessor if Lessor determines that the Lessee failed to fully and accurately complete the SDO affidavit or otherwise violated any provision of the SDO.

## 14. TAXES

### 14.1. General:

- 14.1.1. Lessee shall pay any and all taxes of whatever character that may be levied or charged upon Lessee's improvements, fixtures, equipment, or other property thereon or upon Lessee's use thereof.
- 14.1.2. Lessee shall also pay all license or permit fees necessary or required by law or regulation for the conduct of Lessee's business or use of the leased premises.
- 14.1.3. If a claim is made against the Lessor for any of the above charges, the Lessor shall promptly notify Lessee in writing; provided, however, that failure by the Lessor to give such notice shall not constitute a waiver of Lessee's obligation to pay such taxes, license and/or permit fees.

14.2. Special Assessments: In the event any special assessments or taxes are levied against the leased premises by a district, special district, assessment district, or any other political entity or public corporation with power to levy taxes and/or assessments, such as a watermaster service or a water district, Lessor shall pay said taxes and/or assessments, and said payment, unless the Lessor shall otherwise find and determine, will be added to the basic rental at the beginning of any rental period.

14.3. Substitute and Additional Taxes: If at any time during the term of this lease the State of California or any political subdivision of the state, including any county, city, public corporation, district, or any other political entity or public corporation of this state, levies or assesses against Lessor a tax, fee, or excise on rents on the square footage of the premises on the act of entering into this lease or on the occupancy of Lessee, or levies or assesses against Lessor any other tax, fee, or excise, however described, including, without limitation, a so-called value-added tax, as a direct substitution in whole or in part for or in addition to any real property taxes, Lessee shall pay before delinquency that tax, fee, or excise. Lessee's share of any such tax, fee, or excise shall be substantially the same as Lessee's proportionate share of real property taxes as provided in this lease.

14.4. Possessory Interest Tax: By executing this agreement and accepting the benefits thereof, a property interest may be created known as a "possessory interest," and such property interest will be subject to property taxation. Lessee, as the party in whom the possessory interest is vested, will be subject to the payment of the property taxes levied upon such interest. Lessee herewith acknowledges that by this paragraph, the Lessor has provided notice of possessory liability as required by Revenue and Taxation Code Section 107.6.

14.5. The obligations of Lessee under this Section 14, however, shall not prevent Lessee from contesting the validity and/or applicability of any of the above charges and during the period of any such lawful contest, Lessee may refrain from making, or direct the withholding of, any such payment without being in breach of the above provisions. Upon a final determination in which Lessee is held responsible for such taxes and/or fees, Lessee shall promptly pay the required amount plus all legally imposed interest, penalties and surcharges. If all or any part of such taxes and/or fees, penalties, or

surcharges are refunded to the Lessor, the Lessor shall remit to Lessee such sum(s) to which Lessee is legally entitled.

**15. UTILITIES:** Lessee agrees to promptly pay all charges for public utility services furnished for use on the premises and any other charges accruing or payable in connection with Lessee's use and occupancy of the premises.

**16. ASSIGNMENTS AND SUBLEASES:**

16.1. Lessee shall not, in any manner, assign, transfer, or encumber this lease, or any portion thereof or any interest therein, nor sublet or sublease the whole or any part of the leased premises, nor license or permit the use of the same, in whole or in part, without the prior written consent of the Lessor. Any attempts to transfer, assign, or sublease without the consent required by this Section shall be void and shall transfer no rights to the leased premises. Consent to one assignment, subletting, or use, or occupation shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use. This lease shall not, nor shall any interest therein, be assignable as to the interest of Lessee by operation of law without the prior written consent of the Lessor.

16.2. Involuntary Assignment:

16.2.1. No interest of Lessee in this lease shall be assignable by operation of law (including, without limitation, the transfer of this lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment:

16.2.1.1. If Lessee is or becomes bankrupt or insolvent; makes an assignment for the benefit of creditors; institutes, or is a party to, a proceeding under the Bankruptcy Act in which Lessee is the bankrupt or debtor; or, if Lessee is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

16.2.1.2. If a writ of attachment or execution is levied on this lease; or

16.2.1.3. If, in any proceeding or action to which Lessee is a party, a receiver is appointed with authority to take possession of the premises.

16.2.2. An involuntary assignment shall constitute a default by Lessee, and Lessor shall have the right to elect to terminate this lease, in which case this lease shall not be treated as an asset of Lessee. If a writ of attachment or execution is levied on this lease, Lessee shall have ten (10) days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against Lessee, or if a receiver is appointed, Lessee shall have sixty (60) days in which to have the involuntary proceeding dismissed or the receiver removed.

16.3. Corporation or Partnership:

16.3.1. If Lessee is a corporation, this lease is to the corporation as it currently exists. Any dissolution, merger, consolidation, or other reorganization of Lessee, or the sale or other transfer of stock ownership of the corporation,

voluntary, involuntary, or by operation of law, greater than ten percent (10%) shall be deemed a voluntary assignment of this lease and, therefore, subject to the provisions of this lease as to voluntary assignment thereof, including that provision requiring Lessor's prior written consent. This paragraph shall not apply to corporations the stock of which is traded through an exchange.

16.3.2. If Lessee is a partnership, this lease is to the partnership as it currently exists. A withdrawal or change, voluntary, involuntary, or by operation of law, of any partner, or the dissolution of the partnership shall be deemed a request to assign this lease and, therefore, subject to the provisions of this lease as to voluntary assignment thereof.

16.4. Each request for consent to an assignment shall be in writing, accompanied by the following:

16.4.1. A copy of the purchase/sale agreement, which shall include a detailed list of the assets that comprises the sales price.

16.4.2. A copy of the escrow instructions pertaining to the transaction.

16.4.3. Information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee, including but not limited to the intended use and/or required modification of the premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request.

16.4.4. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested.

16.5. In the case of an assignment, Lessee shall pay to the Lessor any monetary or other economic consideration received by Lessee that is attributed to the leasehold as an asset. Said amount shall be over and above the amount of Lessee's rental and other payments due the Lessor pursuant to this lease.

16.6. In the case of a sublease, it shall not be deemed to be an unreasonable restraint by the Lessor, as a condition to the Consent to Sublease, for the Lessor to require that Lessee pay to the Lessor a percentage, to be negotiated, of any monetary or other economic consideration received by Lessee as a result of the sublease over and above the amount of Lessee's rental and other payments due the Lessor pursuant to this lease.

**17. CONDEMNATION:** The parties hereby agree that if the leased premises, or any portion thereof, or any interest therein, are taken by eminent domain for public use, or otherwise, by any governmental authority, or by a "quasi-public entity" having the power of condemnation, or sold to a governmental authority threatening to exercise the power of eminent domain, this lease, and Lessee's obligation to pay rent hereunder, shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs, and the rent, fees and/or other charges hereunder shall be apportioned and paid to the date of such taking. A taking of the leased premises includes the taking of easements for air, light and any other easements in the land, including, but not limited to an impairment or taking of access to adjoining streets.

- 17.1. Effect of Partial Condemnation: In the event a portion of the leased premises are appropriated or taken and Lessee, at its sole discretion, determines that the remainder thereof is not suitable for the continued use of the leased premises by Lessee for conducting Lessee's operations thereon in the same manner and extent as carried on prior to such taking, Lessee shall have the right to terminate this lease upon giving Lessor written notice of its intent to exercise said right. Said notice shall be given not more than one hundred twenty (120) days following the date of service of a complaint in eminent domain upon Lessee, or one hundred twenty (120) days following the Lessor's demand that Lessee acknowledge its intent to terminate this lease, unless the Lessor and Lessee agree, in writing, to an earlier termination or to extend said period. If Lessee exercises its right to terminate this lease pursuant to this Subsection 17.1, Lessee shall give the Lessor thirty (30) days prior written notice of the effective date of said termination.
- 17.1.1. If, in the event of such taking of a portion of the leased premises, Lessee does not terminate this lease, this lease shall continue in full force and effect as to the part not taken, and the rent to be paid by Lessee during the remainder of the term, subject to adjustment as provided elsewhere in this lease, shall be as follows: the land and improvement rental shall be reduced in the same proportion as the land taken by eminent domain bears to the area of the leased premises before the taking.
- 17.1.2. In determining whether a partial condemnation renders the remainder of the leased premises unsuitable for the use then being made of the leased premises by Lessee, Lessee, among other things, shall take into consideration the cost of restoration, the rentable area of the remaining improvements and the suitability of the remaining leased premises for conducting Lessee's operations thereon in the same manner and extent as carried on prior to such taking.
- 17.1.3. Except as provided for in Article II, Subsection 2.2 (*Ownership of Improvements*) hereof, should Lessee terminate this lease pursuant to this Section 17, title to all improvements, additions or alterations constructed or installed by Lessee upon the leased premises and which have not already vested in the Lessor shall thereupon vest in the Lessor.
- 17.2. Application of Award Upon a Total or Partial Taking:
- 17.2.1. If this lease is terminated pursuant to Subsection 17.1 herein, or, if all or a portion of the leased premises are taken, then the entire award or compensation paid for land, improvements, and buildings owned by the Lessor, the amortized portion of the value of buildings and improvements built by Lessee and which will become the property of the Lessor upon termination of this lease, shall be the property of the Lessor.
- 17.2.2. Lessee shall have the right to receive compensation for the unamortized value of the buildings and any improvements that are still owned by Lessee and that were placed on the leased premises by Lessee and located thereon at the time of such taking or appropriation, and for its trade fixtures, equipment, and supplies, and for loss or damage to Lessee's business goodwill. The "amortized value" that the Lessor shall be entitled to receive is a portion of the award for said Lessee-owned buildings and improvements equal to an amount determined by a ratio equal to the number of years the building and/or improvements have been in existence

over the original term of the lease, without consideration of any possibility or probability of renewal, or of options, if any. There shall be no amortization of partially constructed improvements authorized by the Lessor, if said construction is incomplete within the time period set forth in the approval granted by the Lessor. The value, to be determined by the Lessor, of such partially constructed improvements shall be paid to Lessee.

- 17.3. **Severance Damages:** The entire award of compensation paid for any severance damages, whether paid for impairment of access, for land, buildings, and/or improvements shall be the property of the Lessor, regardless of whether any buildings or improvements so damaged are owned or were constructed by the Lessor or Lessee. However, should the Lessor determine that improvements are to be restored, that portion of the severance damages necessary to pay the cost of restoration, as set forth in Subsection 17.4 hereof, shall be paid to Lessee upon the written request of Lessee, accompanied by evidence that the sum requested has been paid for said restoration and is a proper item of such cost and used for such purpose.
- 17.4. **Partial Taking: Restoration:** In case of a taking of the leased premises other than a total taking and/or should Lessee elect not to terminate this lease pursuant to this Section, the Lessor and Lessee may mutually agree that Lessee shall restore any improvements on the leased premises, and Lessee shall, at Lessee's expense, whether or not the awards or payments, if any, on account of such taking are sufficient for the purpose, promptly commence and proceed with reasonable diligence to effect (subject to Force Majeure) restoration of the improvements on the remaining portion of the leased premises as nearly as possible to their condition and character immediately prior to such taking, except for any reduction in area caused thereby, or with such changes or alterations as may be made at the election of Lessee in accordance with Article II, Subsection 2.1 (*Lessee Improvements and Alterations*) of this lease.
- 17.4.1. In the event the improvements damaged and/or taken belong to the Lessor, the Lessor shall not be obligated to restore said improvements should the Lessor, in its sole discretion, determine not to do so.
- 17.5. **Taking for Temporary Use:** In the event of a taking of all or any portion of the leased premises for temporary use, this lease shall continue in full force and effect without reduction or abatement of rental or other sum payable hereunder, and Lessee shall be entitled to make claim for, recover and retain any awards or proceeds made on account thereof, whether in the form of rent or otherwise, unless such period of temporary use or occupancy extends beyond the term of this lease, in which case such awards or proceeds shall be apportioned between the Lessor and Lessee as heretofore specified. Lessee shall restore or cause to be restored any such areas temporarily taken to the condition existing before the taking.

## 18. DEFAULT:

- 18.1. **Default Events:** The following events shall be deemed to be events of default by Lessee under the lease:
- 18.1.1. Lessee fails to pay any rent due under this lease, which failure continues for a period of ten (10) days after such payment should have been paid pursuant to the terms and conditions of this lease;
- 18.1.2. Lessee fails to comply with any term, provision or covenant of this lease, other than paying rent, and does not cure such failure within thirty (30) days

after Lessor has sent written notice to Lessee specifying such failure or such longer period of time as may be granted by Lessor to cure such default as long as Lessee commences to cure such default within such thirty (30) day period and diligently proceeds to cure such default;

- 18.1.3. Lessee makes an assignment of this lease, or any rights granted to Lessee hereunder, to, and for the benefit of, Lessee's creditors;
- 18.1.4. Lessee, within thirty (30) days after the commencement of any proceeding against Lessee seeking adjudication of bankruptcy or reorganization, rearrangement, composition, readjustment, liquidation, dissolution or similar relief, fails to cause such proceedings to be dismissed; and/or
- 18.1.5. Lessee, within sixty (60) days after the appointment without Lessee's consent or acquiescence of any trustee, receiver, or liquidator of the Lessee or a material part of its assets, causes such appointment to be vacated.
- 18.1.6. The interests of Lessee under this lease shall not, except at the Lessor's option and with its written consent, be assignable by operation of law. In case of the bankruptcy of Lessee, or the appointment of a receiver for Lessee and such receiver is not removed within one hundred twenty (120) days from the date of appointment, or if a receiver is appointed to take possession of the leased premises as a result of any act or omission of Lessee and such receiver is not removed within one hundred twenty (120) days from the date of appointment, or if Lessee makes an assignment of this lease for the benefit of creditors, or if possession of the leased premises is taken by virtue of any attachment, execution, or the levy of any judicial process, the Lessor, at its election, may, after written notice to Lessee, terminate this lease.

18.2. Lessor's Remedies: Upon the occurrence of a Default Event, the Lessor, in addition to any other rights or remedies available to the Lessor at law or in equity, shall have the right to:

- 18.2.1. Terminate this lease and all rights of Lessee under this lease, by giving Lessee thirty (30) days written notice that this lease is terminated, in which case, the Lessor may recover from Lessee the aggregate sum of:
  - 18.2.1.1. The worth at the time of award of any unpaid rent that had been earned at the time of termination;
  - 18.2.1.2. The worth at the time of award of the amount by which (A) the unpaid rent that would have been earned after termination until the time of award exceeds (B) the amount of rental loss, if any, that Lessee affirmatively proves could be reasonably avoided;
  - 18.2.1.3. The worth at the time of award of the amount by which (A) the unpaid rent for the balance of the term after the time of award exceeds (B) the amount of rental loss, if any, that Lessee affirmatively proves could be reasonably avoided;
  - 18.2.1.4. Any other amount necessary to compensate the Lessor for all the detriment caused by Lessee's failure to perform the Lessor's obligations or that, in the ordinary course of things, would be likely to result from Lessee's failure; and

- 18.2.1.5. All other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California law.
- 18.2.1.6. As used in Subsections 18.2.1.1 and 18.2.1.2 of this Section, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum.
- 18.2.1.7. As used in Subsection 18.2.1.3 of this Section, the "worth at the time of award" is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).
- 18.2.1.8. As used in this Section, the term "rent" shall include the Rent and any and all other payments required by Lessee under this lease.
- 18.2.2. Continue this lease, and from time to time, without terminating this lease, either:
  - 18.2.2.1. Recover all rent and other amounts payable as they become due; or
  - 18.2.2.2. Re-let the leased premises or any part on behalf of Lessee on terms and at the rent that the Lessor, in the Lessor's sole discretion, may deem advisable, all with the right to make alterations and repairs to the leased premises, at Lessee's sole cost, and apply the proceeds of re-letting to the rent and other amounts payable by Lessee. To the extent that the rent and other amounts payable by Lessee under this lease exceed the amount of the proceeds from re-letting, the Lessor may recover the excess from Lessee as and when due.
- 18.2.3. Upon the occurrence of a Default Event, the Lessor shall also have the right, with or without terminating this lease, to re-enter the leased premises and remove all property from the leased premises. The Lessor may store the property removed from the leased premises at the expense and for the account of Lessee.
- 18.2.4. None of the following remedial actions, alone or in combination, shall be construed as an election by the Lessor to terminate this lease unless the Lessor has in fact given Lessee written notice that this lease is terminated or unless a court of competent jurisdiction decrees termination of this lease: any act by the Lessor to maintain or preserve the leased premises; any efforts by the Lessor to re-let the leased premises; any re-entry, repossession, or re-letting of the leased premises by the Lessor pursuant to this Section. If the Lessor takes any of the previous remedial actions without terminating this lease, the Lessor may nevertheless, at any later time, terminate this lease by written notice to Lessee.
- 18.2.5. If the Lessor re-lets the leased premises, the Lessor shall apply the revenue from the re-letting as follows: first, to the payment of any indebtedness other than rent due from Lessee to the Lessor; second, to the payment of any cost of re-letting; third, to the payment of the cost of any maintenance and repairs to the leased premises; and fourth, to the payment of rent and

other amounts due and unpaid under this lease. The Lessor shall hold and apply the residue, if any, to payment of future amounts payable under this lease as the same may become due, and shall be entitled to retain the eventual balance with no liability to Lessee. If the revenue from re-letting during any month, after application pursuant to the previous provisions, is less than the sum of (a) the Lessor's expenditures for the leased premises during that month and (b) the amounts due from Lessee during that month, Lessee shall pay the deficiency to the Lessor immediately upon demand.

- 18.2.6. After the occurrence of a Default Event, the Lessor, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Default Event for the account and at the expense of Lessee. However, the Lessor must by prior written notice first allow Lessee a reasonable opportunity to cure, except in cases of emergency, where the Lessor may proceed without prior notice to Lessee. Lessee shall, upon demand, immediately reimburse the Lessor for all costs, including costs of settlements, defense, court costs, and attorney fees that the Lessor may incur in the course of any cure.
- 18.2.7. No security or guaranty for the performance of Lessee's obligations that the Lessor may now or later hold shall in any way constitute a bar or defense to any action initiated by the Lessor or unlawful detainer or for the recovery of the leased premises, for enforcement of any obligation of Lessee, or for the recovery of damages caused by a breach of this lease by Lessee or by a Default Event.
- 18.2.8. Except where this is inconsistent with or contrary to any provisions of this lease, no right or remedy conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, or any right or remedy given now or later existing at law or in equity or by statute. Except to the extent that either party may have otherwise agreed in writing, no waiver by a party of any violation or nonperformance by the other party of any obligations, agreements, or covenants under this lease shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by either party to exercise a remedy for any violation or nonperformance by the other party be deemed a waiver by that party of the rights or remedies with respect to that violation or nonperformance.

## **19. TERMINATION BY PARTIES:**

- 19.1. This lease may be terminated by either party by giving to the other party not less than thirty (30) days' advance written notice of such termination; but, for reasons other than nonpayment of rent, such right of termination shall be exercised by Lessor only when Lessee is in default with respect to the terms, conditions, or covenants of this lease, or in the event the Board determines that the operations of Lessor or the public interest require such termination.
- 19.2. Lessor shall have the unconditional right to terminate this lease by giving Lessee 180 days advance written notice of such termination.
- 19.3. Upon termination of the lease for whatever reason, the Lessee shall be responsible, to the extent caused by or introduced onto the property as a result of the use of the property by Lessee, for all cleanup costs and expenses including, but not limited to,

any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USCS §§9601 et seq.); the Resource Conservation and Recovery Act of 1976 (42 USCS §§6901 et seq.); the Clean Water Act, also known as the Federal Water Pollution Control Act (33 USCS §§1251 et seq.); the Toxic Substances Control Act [15 USCS §§2601 et seq.); the Hazardous Materials Transportation Act [49 USCS §§1801 et seq.); the Insecticide, Fungicide, Rodenticide Act (7 USCS §§136 et seq.); the Superfund Amendments and Reauthorization Act (42 USCS §§6901 et seq.); the Clean Air Act (42 USCS §§7401 et seq.); the Safe Drinking Water Act (42 USCS §§300f et seq.); the Solid Waste Disposal Act (42 USCS §§6901 et seq.); the Surface Mining Control and Reclamation Act (30 USCS §§1201 et seq.); the Emergency Planning and Community Right to Know Act (42 USCS §§11001 et seq.); the Occupational Safety and Health Act (29 USCS §§655 and 657); the California Underground Storage of Hazardous Substances Act (H&SC §§25280 et seq.); the California Hazardous Substances Account Act (H&SC §§25300 et seq.); the California Hazardous Waste Control Act (H&SC §§25100 et seq.); the California Safe Drinking Water and Toxic Enforcement Act (H&SC §§24249.5 et seq.); the Porter-Cologne Water Quality Act (Wat. C. §§13000 et seq.); together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the property, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of Lessor and any governmental body having jurisdiction there over.

## **20. SURRENDER OF PREMISES:**

- 20.1. Upon the expiration of the term of this lease or sooner termination as herein provided, the Lessor has the right to discontinue leasing the premises and has no obligation to Lessee to renew, extend, transfer, or re-lease the premises. If this right is exercised by the Lessor, Lessee shall vacate the premises and shall peaceably surrender the same. Lessee is obliged to, and shall remove any and all Lessee-owned personal property, trade fixtures, and goods, and hazardous materials and wastes located in or upon the leased premises, except for trees and shrubs, and structures and improvements, title to which automatically passes to the Lessor pursuant to this lease. Lessee shall leave the premises in a level, graded condition.
- 20.2. The Lessor may waive the obligation to remove and restore, in writing, upon prior written request therefor by Lessee. If the obligation is waived, Lessee shall quit and surrender possession of the premises to the Lessor in at least as good and usable condition as the same are required to be maintained under this lease. In this event, the Lessor shall acquire title to any and all such personal property, trade fixtures and goods, located in or upon the leased premises and remaining there upon the expiration or any termination of this lease, and Lessee agrees that title to same shall and by this agreement does vest in the Lessor, and that Lessee shall thereafter have no rights

whatsoever in any such personal property, trade fixtures, and goods left on the premises.

- 20.3. Should Lessee fail to remove any Lessee-owned or sublessee-owned personal property, trade fixtures, and goods or fail to request Lessor's waiver of removal, the Lessor can elect to retain or dispose of, in any manner, any such personal property, trade fixtures, and goods that Lessee does not remove from the premises on expiration or termination of the term as allowed or required by this lease by giving thirty (30) days' written notice to Lessee. Title to any such personal property, trade fixtures, and goods shall vest in the Lessor on the expiration of the thirty (30) day notice. Lessee waives all claims against the Lessor for any damage to Lessee resulting from the Lessor's retention or disposal of any such property. Lessee shall be liable to the Lessor for the Lessor's costs for storing, removing, or disposing of any property of the Lessee or sublessees.
21. **HOLDING OVER:** If Lessee shall hold over after expiration or other termination of this lease, whether with the apparent consent or without the consent of the Lessor, such shall not constitute a renewal or extension of this lease, nor a month-to-month tenancy, but only a tenancy at will with liability for reasonable rent, and in all other respects on the same terms and conditions as are herein provided. The term reasonable rent as used in this section shall be no less than 1/12<sup>th</sup> of the total yearly rents, taxes, and assessments provided for elsewhere in this lease, per month, and said reasonable rent during the holdover period shall be paid, in advance, on the first day of each month.
22. **QUITCLAIM OF LESSEE'S INTEREST UPON TERMINATION:** Upon termination of this lease for any reason, including, but not limited to, termination because of default by Lessee, Lessee shall execute, acknowledge, and deliver to the Lessor immediately upon written demand therefor a good and sufficient deed whereby all right, title, and interest of Lessee in the demised premises is quitclaimed to the Lessor. Should Lessee fail or refuse to deliver the required deed to the Lessor, the Lessor may prepare and record a notice reciting the failure of Lessee to execute, acknowledge, and deliver such deed, and said notice shall be conclusive evidence of the termination of this lease and of all right of Lessee or those claiming under Lessee in and to the demised premises.
23. **SUCCESSORS IN INTEREST:** This lease shall inure to the benefit of, and be binding upon the parties hereto and any heirs, successors, executors, administrators, and any permitted assigns, as fully and to the same extent specifically mentioned in each instance, and every term, covenant, condition, stipulation, and agreement contained in this lease shall extend to and bind any heir, successor, executor, administrator, and assign, all of whom shall be jointly and severally liable hereunder.
24. **AUDITS:** The Lessor may, at its sole discretion and with reasonable notice to Lessee, require Lessee to provide access to all records and other information necessary to perform an audit of rental, fees, and other charges paid and payable to the Lessor. The Lessor's right to access such records and information shall survive three (3) years beyond the expiration or early termination of this lease. Lessee shall retain all records and other information necessary to perform an audit as described above for a minimum of seven (7) years.
25. **RECORDING:** Neither this lease nor a memorandum thereof shall be recorded without the Lessor's consent in writing.

26. **WAIVER:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition. The subsequent acceptance of rent hereunder by the Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this lease other than the failure of Lessee to pay the particular rent so accepted, regardless of the Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

27. **ESTOPPEL CERTIFICATES:**

27.1. **Estoppel Certificate From Lessee:** Within fifteen (15) days following any written request that the Lessor may make from time to time pursuant to the request of a lender or prospective purchaser, Lessee shall execute and deliver to the Lessor a statement certifying: (a) the Lease Commencement Date; (b) the fact that this lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this lease is in full force and effect as modified, and stating the date and nature of the such modifications); (c) the date to which the rental and other sums payable under the lease have been paid; and (d) the fact that there are no current defaults under the lease by either party except as specified in Lessee's statement. The parties intend that any statement delivered pursuant to this Section 28.1 may be relied on by any mortgagee, beneficiary, purchaser or prospective purchaser of the demised premises or any interest therein.

27.2. **Lessee's Failure to Provide Statement:** Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee that (a) this lease is in full force and effect, without modification except as may be represented by the Lessor; and that (b) there are no uncured defaults in the Lessor's performance.

27.3. **Estoppel Certificate From the City:** Within fifteen (15) business days following any written request that Lessee may make from time to time pursuant to the request of a prospective assignee or sublessee, the Lessor shall execute and deliver to Lessee a statement certifying: (a) the Commencement Date of the lease; (b) the fact that this lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the rental and other sums payable under this lease have been paid; and (d) the fact that there are no current defaults under this lease by Lessee, except as specified in the Lessor's statement. The parties intend that any statement delivered pursuant to this Section may be relied upon by the proposed assignee or sublessee for whom it was requested. The Lessor's failure to deliver such statement within such time shall be conclusive upon the Lessor that (1) this lease is in full force and effect without modification, except as represented by Lessee; and that (2) there are no uncured defaults of Lessee under the lease; provided, however, that such conclusive effect is applicable only to the failure of the Lessor to respond after an additional five (5) working days' notice to the Lessor and only with respect to the proposed assignee or sublessee for whom it was requested.

28. **MISCELLANEOUS PROVISIONS:**

28.1. **Fair Meaning:** The language of this lease shall be construed according to its fair meaning, and not strictly for or against either the Lessor or Lessee.

- 28.2. **Section Headings:** The section headings appearing herein are for the convenience of the Lessor and Lessee, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this lease.
- 28.3. **Void Provisions:** If any provision of this lease is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this lease, and all such other provisions shall remain in full force and effect.
- 28.4. **Two Constructions:** It is the intention of the parties hereto that if any provision of this lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
- 28.5. **Laws of California:** This lease shall be construed and enforced in accordance with the laws of the State of California.
- 28.6. **Lessor's Consent:** In each instance herein where the Board's or Lessor's approval or consent is required before Lessee may act, such approval or consent shall not be unreasonably withheld, unless otherwise provided.
- 28.7. **Gender:** The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 28.8. **Time:** Time shall be of the essence in complying with the terms, conditions, and provisions of this lease.
- 28.9. **Integration Clause:** It is understood that no alteration or variation of the terms of this lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement, not incorporated herein in writing, shall be binding on any of the parties hereto.
- 28.10. **Force Majeure:** Except as otherwise provided in this lease, whenever a day is established in this lease on which, or a period of time, including a reasonable period of time, is designated within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of services, labor or materials, disruption of service or brownouts from utilities not due to action or inaction of Lessor, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control--financial inability excepted--("Force Majeure"); provided, however, that nothing contained in this Subsection 29.10 shall excuse Lessee from the prompt payment of any rental or other monetary charge required of Lessee hereunder.
- 28.11. **Approvals:** Any approvals required by the Lessor under this lease shall be approvals of the Lessor acting as Lessor and shall not relate to, constitute a waiver or, supersede or otherwise limit or affect the governmental approvals or rights of the Lessor as a governmental agency, including the approval of any permits required for construction or maintenance of the leased premises and the passage of any laws including those relating to zoning, land use, building and safety.
- 28.12. **Conflicts in this Lease:** If there are any direct conflicts between the provisions of Article I and Article II of the lease, the provisions of Article 1 shall be controlling.

- 28.13. Ordinance and Los Angeles Administrative Code (hereinafter referred to as "Code") Language Governs: Ordinance and Code Exhibits are provided as a convenience to the parties only. In the event of a discrepancy between the Exhibits and the applicable ordinance and/or code language, or amendments thereto, the language of the ordinance and/or code shall govern.
- 28.14. Amendments to Ordinances and Codes: The obligation to comply with any Ordinances and Codes, which have been incorporated into this lease by reference, shall extend to any amendments, which may be made to those Ordinances and Codes during the term of this lease.
- 28.15. Days: Unless otherwise specified, "days" shall mean calendar days.
- 28.16. Deprivation of Lessee's Rights: The Lessor shall not be liable to Lessee for any diminution or deprivation of Lessee's rights under this lease that may result from Lessee's obligation to comply with any and all applicable laws, rules, regulations, restrictions, ordinances, statutes, and/or orders of any federal, state and/or local government authority and/or court hereunder on account of the exercise of any such authority as is provided in this Section, nor shall Lessee be entitled to terminate the whole or any portion of the lease by reason thereof.
29. **OTHER AGREEMENTS NOT AFFECTED:** Except as specifically stated herein, this lease, and the terms, conditions, provisions and covenants hereof, shall apply only to the leased premises herein particularly described, and shall not in any way change, amend, modify, alter, enlarge, impair, or prejudice any of the rights, privileges, duties, or obligations of either of the parties hereto, under or by reason of any other agreement between said parties, except that nothing contained in such other agreement shall limit the use by Lessee of the within leased premises for the herein referred to purpose.
30. **SUPERSEDURE:** This lease, upon becoming effective, shall supersede and annul any and all permits, leases, or rent agreements heretofore made or issued for the leased premises between Lessor and Lessee; and any such permits, leases, or rental agreements shall hereafter be void and of no effect except as to any rentals, royalties, or fees that may have accrued thereunder.
31. **ENTIRE UNDERSTANDING:** This lease contains the entire understanding of the parties, and Lessee, by accepting the same, acknowledges that it supersedes and annuls any writings or oral discussions, statements, understandings, or representations that may have been made concerning the subject matter hereof; and that there is no other written or oral understanding between the parties in respect to the leased premises or the rights and obligations of the parties hereto. No modification, amendment, or alteration of this lease shall be valid unless it is in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have themselves, or through their duly authorized officers, caused this lease to be executed as of the day and year herein below written.

The signature affixed hereto of the Lessee, or the authorized representative of the Lessee, certifies that Lessee has read and does understand each and every section and paragraph contained in this lease and agrees to abide by and be bound by same.

**City of Bishop**

Date \_\_\_\_\_

By \_\_\_\_\_

377 West Line Street  
Bishop, CA 93514

**LESSEE**

DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES

Date \_\_\_\_\_

By \_\_\_\_\_

**RONALD O. NICHOLS**  
General Manager

**LESSOR**

APPROVED:

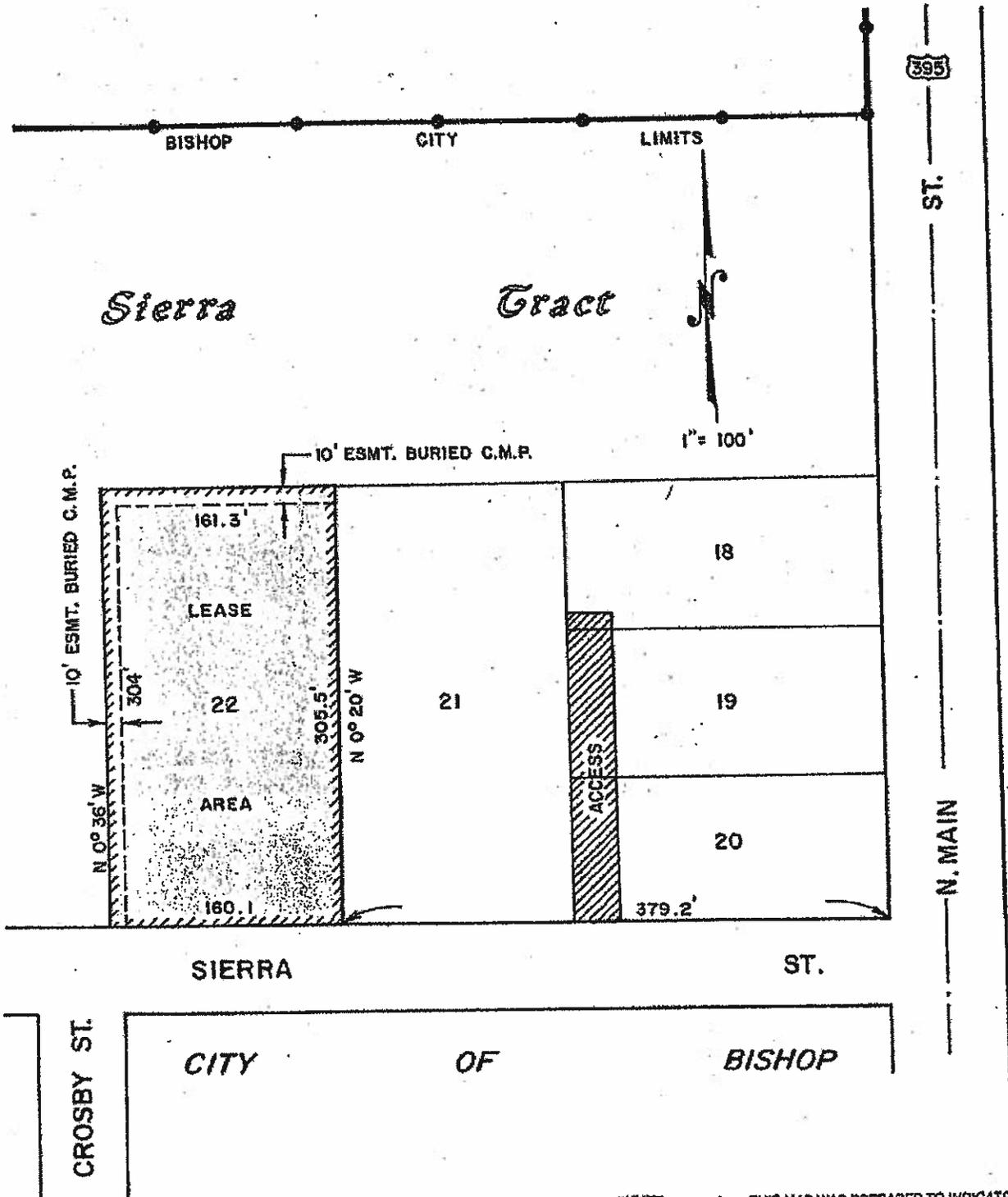
\_\_\_\_\_  
Martin L. Adams  
Director of Water Operations

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGALITY  
CARMEN A. TRUYANICH, CITY ATTORNEY

FEB 02 2012  
BY   
TINA SHIM  
DEPUTY CITY ATTORNEY

EXHIBIT A



- NOTE:
- THIS MAP WAS PREPARED TO INDICATE AN APPROXIMATE LOCATION OF THE LEASED PREMISES
  - NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN

LEASED PREMISES  
1.13 Ac.

## EXHIBIT B

### CONTRACT INSURANCE REQUIREMENTS -- DEPARTMENT OF WATER AND POWER For Contractors, Service Providers, Vendors, and Tenants

Agreement/Activity/Operation:	a site for a public parking lot
Reference/Agreement:	BL-1239 City of Bishop
Term of Agreement:	five years - 3/1/2012 through 2/28/2017
Contract Administrator and Phone:	Donald S. McGhie / Bishop / Ext. 30248
Buyer and Phone Number:	

Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated. Firm 30 day Notice of Cancellation required by Receipted Delivery.

#### PER OCCURRENCE LIMITS

- () **WORKERS' COMPENSATION** (Stat. Limits)/Employer's Liability: (\$1,000,000.00)
  - () Broad Form All States Endorsement
  - () Jones Act (Maritime Employment)
  - () Waiver of Subrogation
  - ( ) Other: \_\_\_\_\_
  - ( ) US L&H (Longshore and Harbor Workers)
  - ( ) Outer Continental Shelf
  - ( ) Black Lung (Coal Mine Health and Safety)
  - ( ) Other: \_\_\_\_\_
  
- () **AUTOMOBILE LIABILITY:** (\$1,000,000.00)
  - () Owned Autos
  - () Hired Autos
  - ( ) Contractual Liability
  - ( ) MCS-90 (US DOT)
  - ( ) Waiver of Subrogation
  - ( ) Any Auto
  - () Non-Owned Auto
  - () Additional Insured
  - ( ) Trucker's Form
  - ( ) Other: \_\_\_\_\_
  
- () **GENERAL LIABILITY:** ( ) Limit Specific to Project ( ) Per Project Aggregate (\$1,000,000.00)
  - () Broad Form Property Damage
  - () Premises and Operations
  - () Fire Legal Liability
  - ( ) Corporal Punishment
  - ( ) Watercraft Liability
  - ( ) Waiver of Subrogation
  - ( ) Marine Contractors Liability
  - () Contractual Liability
  - () Products/Completed Ops.
  - ( ) Garagekeepers Legal Liab.
  - ( ) Collapse/Underground
  - ( ) Pollution
  - ( ) Airport Premises
  - () Other: Agg 2x per occurrence
  - () Personal Injury
  - () Independent Contractors
  - ( ) Child Abuse/Molestation
  - ( ) Explosion Hazard
  - () Addition Insured Status
  - ( ) Hangarkeepers Legal Liab.
  - ( ) Other: \_\_\_\_\_
  
- ( ) **PROFESSIONAL LIABILITY:**
  - ( ) Contractual Liability
  - ( ) Additional Insured
  - ( ) Waiver of Subrogation
  - ( ) Vicarious Liability Endt.
  - ( ) 3 Year Discovery Tail
  - ( ) Other: \_\_\_\_\_
  
- ( ) **AIRCRAFT LIABILITY:**
  - ( ) Passenger Per Seat Liability
  - ( ) Pollution
  - ( ) Contractual Liability
  - ( ) Additional Insured
  - ( ) Hull Waiver of Subrogation
  - ( ) Other: \_\_\_\_\_
  
- () **PROPERTY DAMAGE:** () **Loss Payable Status (AOIMA)**
  - () Replacement Value
  - () All Risk Form
  - ( ) Builder's Risk: \$ \_\_\_\_\_
  - ( ) Transportation Floater: \$ \_\_\_\_\_
  - () Scheduled Locations/Propt.
  - ( ) Actual Cash Value
  - ( ) Named Perils Form
  - ( ) Boiler and Machinery
  - ( ) Contractors Equipment: \$ \_\_\_\_\_
  - ( ) Other: \_\_\_\_\_
  - ( ) Agreed Amount
  - () Earthquake: \_\_\_\_\_
  - () Flood: \_\_\_\_\_
  - ( ) Loss of Rental Income: \_\_\_\_\_
  - ( ) Other: \_\_\_\_\_
  
- ( ) **WATERCRAFT:**
  - ( ) Protection and Indemnity
  - ( ) Waiver of Subrogation
  - ( ) Pollution
  - ( ) Other: \_\_\_\_\_
  - ( ) Additional Insured
  - ( ) Other: \_\_\_\_\_
  
- ( ) **POLLUTION:**
  - ( ) Incipient/Long-Term
  - ( ) Waiver of Subrogation
  - ( ) Sudden and Accidental
  - ( ) Contractor's Pollution
  - ( ) Additional Insured
  - ( ) Other: \_\_\_\_\_
  
- ( ) **CRIME:** ( ) **Joint Loss Payable Status**
  - ( ) Fidelity Bond
  - ( ) Employee Dishonesty
  - ( ) Computer Fraud
  - ( ) Other: \_\_\_\_\_
  - ( ) Financial Institution Bond
  - ( ) In Transit Coverage
  - ( ) Commercial Crime
  - ( ) Other: \_\_\_\_\_
  - ( ) Additional Insured
  - ( ) Loss of Monies/Securities
  - ( ) Wire Transfer Fraud
  - ( ) Forgery/Alteration of Docs.
  
- ( ) **ASBESTOS LIABILITY:** ( ) Additional Insured

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

**SUBJECT: SET INTERVIEW COMMITTEE – PARKS AND RECREATION COMMISSION**

DATE: APRIL 9, 2012

BACKGROUND

The term on the Parks and Recreation Commission held by Cheryl McDermott-Stanford is expiring on April 28, 2012. An advertisement is currently running in the Inyo Register for four weeks as well as posted on the City's website. We have three current applications on file at this time. The deadline for applications is April 12, 2012.

Cheryl McDermott-Stanford has indicated by letter that she will not be seeking reappointment to the Commission.

It is expected interviews will be held during the second half of April with appointment scheduled on the May 14th agenda.

RECOMMENDATION

Consideration for appointing two Council Members to serve on the interview committee for the Parks and Recreation Commission expiring term.

RECEIVED

APR 03 2012

CITY OF BISHOP

April 3, 2012

City of Bishop  
Keith Caldwell  
City Administrator

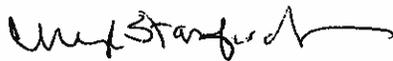
RE: Park & Recreation Commission

Dear Keith,

This is to let you know that I will not be asking to renew my Commission with the Parks & Recreation Department.

I have thoroughly enjoyed the many years that I have worked along with you and everyone at the City as well as my fellow commissioners, but feel its time to step down and let someone new come in.

Sincerely,



Cheryl McDermott Stanford

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

**SUBJECT: REQUEST TO SURPLUS CITY PROPERTY – ALL DEPARTMENTS**

DATE: APRIL 9, 2012

Attachments: Surplus List

BACKGROUND/SUMMARY

Attached is a list of city property which includes equipment that is obsolete or surplus to the needs of the City. The equipment that is non-operable will be disposed. Any relevant items will be turned over to the Property Bureau program for on-line sale. The City will receive a percentage of the proceeds after the sale.

RECOMMENDATION

Review the request to surplus the designated property, declare the items surplus to the needs of the City, and authorize the City Administrator to dispose of the property in a manner best suited.



The **Fire Department** would like to surplus the following items and remove from inventory.

<b>PROP #</b>	<b>DESCRIPTION</b>	<b>SERIAL #</b>	<b>REASON</b>
000303-21	Cell Phone I580- 784-1449	364VGY0RMN	OBSOLETE
000304-21	Cell Phone I580- 784-1450	364VGY107V	OBSOLETE
000530-21	Palm Pilot Handheld VX	1QGK132176MS	OBSOLETE
	Cell Phone I580- 784-0630	364VHQ0RRW	OBSOLETE
003891-21	Chair, Metal Frame w/Fiberglass Seat	Unavailable	OBSOLETE
003893-21	Chair, Metal Frame w/Fiberglass Seat	Unavailable	OBSOLETE
003894-21	Chair, Metal Frame w/Fiberglass Seat	Unavailable	OBSOLETE
003896-21	Chair, Metal Frame w/Fiberglass Seat	Unavailable	OBSOLETE
003897-21	Chair, Metal Frame w/Fiberglass Seat	Unavailable	OBSOLETE
003898-21	Chair, Metal Frame w/Fiberglass Seat	Unavailable	OBSOLETE
003899-21	Chair, Metal Frame w/Fiberglass Seat	Unavailable	OBSOLETE
003900-21	Chair, Metal Frame w/Fiberglass Seat	Unavailable	OBSOLETE
003901-21	Chair, Metal Frame w/Fiberglass Seat	Unavailable	OBSOLETE
003902-21	Chair, Metal Frame w/Fiberglass Seat	Unavailable	OBSOLETE
003903-21	Chair, Metal Frame w/Fiberglass Seat	Unavailable	OBSOLETE
003905-21	Chair, Metal Frame w/Fiberglass Seat	Unavailable	OBSOLETE
003907-21	Chair, Metal Frame w/Fiberglass Seat	Unavailable	OBSOLETE
003908-21	Chair, Metal Frame w/Fiberglass Seat	Unavailable	OBSOLETE

The **Police Department** would like to surplus the following items and remove from inventory.

<b>PROP #</b>	<b>DESCRIPTION</b>	<b>SERIAL #</b>	<b>REASON</b>
000870-20	Motorola Cell Phone- 937-1070	Unavailable	OBSOLETE
000871-20	Motorola Cell Phone- 937-1077	Unavailable	OBSOLETE
000872-20	Motorola Cell Phone- 937-1080	Unavailable	OBSOLETE
002500-20	Nextel Cell Phone	AZ489FT5825	OBSOLETE
000179-20	FAM S&W Weapons 645	TBD9853 Sides	OBSOLETE
002014-20	FAM Case Gun, Locking American Locking	Unavailable	OBSOLETE
002518-20	FAM Winchester Rifle Model 70	B6381969	OBSOLETE

002525-20	FAM S&W Semi-Auto Model 4506/645	LJF1774	OBSOLETE
002614-20	FAM Glock G27	FNT476	OBSOLETE
002624-20	FAM Glock G27	FMD713	OBSOLETE
002639-20	FAM Glock 22	FRV417	OBSOLETE
000216-20	Motorola Cell Phone-	SN6743UYQH61	OBSOLETE
000004-20	Unit 3 Equipment	400015	Totaled
	Vehicle- Unit 3	Unavailable	Totaled
001320	Hp printer	Unavailable	OBSOLETE
000006-20	Monitor 19" LCD Flat Panel	Unavailable	OBSOLETE
000007-20	Printer HP LaserJet 1320	Unavailable	OBSOLETE
000106-20	Computer, DTK	Unavailable	OBSOLETE
000192	Monitor 17" Flat LCD	Unavailable	OBSOLETE
000193	Amptron 533 system W/ME	Unavailable	OBSOLETE
000194	M515 Handheld, Dell	Unavailable	OBSOLETE
000195	Computer, Dell Inspiron 8200	Unavailable	OBSOLETE
000196	M515 Palm Handheld w/system	Unavailable	OBSOLETE
000197	Printer, X75 Inkjet	Unavailable	OBSOLETE
000199	Trak System HP Vectra	Unavailable	OBSOLETE
000212	Computer, I 8100 Pentium III	2ZVV911	OBSOLETE
000790-20	Monitor, Acer	AL1716B	OBSOLETE
000854-20	Monitor, DTK Screen		OBSOLETE
000882-20	Keyboard	SNE03633WLS	OBSOLETE
000928-20	Printer, HP Laser Jet 1100	SNUSGN351304	OBSOLETE
000929-20	Monitor, Hansol	SNA9953197332	OBSOLETE
000931-20	Monitor, Amptron CS15	SN022240434	OBSOLETE
002115-20	Computer, Gateway Micro ATX BR		OBSOLETE
002118-20	Monitor, Gateway EV700	SN03104340	OBSOLETE
002119-20	Printer, HP	C6427B	OBSOLETE
002125-20	Printer, Okidata Turbo ML320	SN10582856064	OBSOLETE
002245-20	Monitor, Elements Flat Screen	L17C0D081	OBSOLETE
002575-20	Computer, PC 40	MOD472310	OBSOLETE
000156-20	Telephone, Nokia At&t		OBSOLETE
000853-20	Tape Recorder Digital Logging		OBSOLETE
002208-20	Communicators w/ adapters		OBSOLETE
002313-20	Transcriber Panasonic	WG3GB003365	OBSOLETE
000112-20	Generator, Tear Gas & Smoke	GOEC	OBSOLETE
000129-20	Narco Jacket	SN7235	OBSOLETE
000859-20	Intoximeters, Alco Sensoriv (2)		OBSOLETE
002512-20	Spot Charger Bendix King	SN91075	OBSOLETE
002513-20	Spot Charger Bendix King	SN909262	OBSOLETE
002514-20	Spot Charger Bendix King		OBSOLETE
002515-20	Spot Charger Bendix King		OBSOLETE
002573-20	Kit, Tear Gas, Federal 201-2		OBSOLETE
002573-20	Security Camera System Add-ons		OBSOLETE
000131-20	Radio Console		OBSOLETE
000132-20	Radio, Mobile Micro Motorola	SNSG286B	OBSOLETE

000133-20	Radio, C.E.		OBSOLETE
000134-20	Radio Mobile		OBSOLETE
000137-20	Radio Remote High Bank Mobile Unit		OBSOLETE
000142-20	Radio/Bedix King	LMH3142	OBSOLETE
000145-20	Satellite Dish		OBSOLETE
002854-20	911 System, Vesta EX		OBSOLETE
000002-20	Norstar Telephone System	824515757	OBSOLETE
000857-20	VCR, Zenith Model #2105		OBSOLETE
000922-20	VCR, Samtron	6VBK711810H/xaa	OBSOLETE
001179-20	VCR, Panasonic VHS, MOD#NV8350	K3HL00337	OBSOLETE
002330-20	Sylvania 23" TV Model SRT2223X	T50323121	OBSOLETE
400026-20	Unit 14 K9 Ford Utility B/W 2010	1328180	OBSOLETE

The **Public Works Department** would like to surplus the following items and remove from inventory.

<b>PROP #</b>	<b>DESCRIPTION</b>	<b>SERIAL #</b>	<b>REASON</b>
000301-22	Cell Phone I580- 784-1448	364VGY0K04	OBSOLETE
001341-22	Computer- Dell Opti Plex GX260T	1342/1343/1344	OBSOLETE
001345-22	Printer- Desk Jet 970CYI	Unavailable	OBSOLETE
000305-51	Cell Phone I580- 784-1417	364VGY0V15	OBSOLETE
001361-51	Dell Ultra sharp 20inch	(listed under 1359-51)	OBSOLETE
001274-51	Radio- Motorola	Unavailable	OBSOLETE
001177-50	VCR- Panasonic	A3HL000/65	OBSOLETE
000300-50	Cell Phone I580- 784-1418	364VGW4KJM	OBSOLETE
001390-50	Cell Phone- Kyocera 494	05515888078	OBSOLETE
001189-50	Pager	137099	OBSOLETE
001204-50	Pager 489	145592	OBSOLETE
001187-50	Radio- Regency	Unavailable	OBSOLETE
001246-50	Radio- Regency	305-B50380	OBSOLETE
001247-50	Radio- Regency	305-B50380	OBSOLETE
001289-50	Radio- Regency	Unavailable	OBSOLETE
001290-50	Radio- Regency	Unavailable	OBSOLETE
001291-50	Radio- Relm	Unavailable	OBSOLETE
001292-50	Radio- Regency	Unavailable	OBSOLETE
001109-50	Pipe Locator	Unavailable	OBSOLETE
001127-50	Drill, Hammer	Unavailable	OBSOLETE
001216-50	Wacker Plate	498102674	BROKEN
001219-50	Test Kit	65419	OBSOLETE
001220-50	Test Kit	70774	OBSOLETE
001227-50	Chain Saw	Unavailable	OBSOLETE
001228-50	2 Ton Jack	G871101366	OBSOLETE
001229-50	Trimmer, Stihl	115608741	OBSOLETE
001253-50	CRF Crack Repair Unit	3056932	OBSOLETE
001265-50	Wrench Set	Unavailable	OBSOLETE

001269-50	Fan, Exhaust(Portable)	8023202935	OBSOLETE
001275-50	Sniffer, 503A Gas	Unavailable	OBSOLETE
001287-50	Ripack 2000	Unavailable	OBSOLETE
001288-50	Tool Box	Unavailable	OBSOLETE
001313-50	Rammer, MX60	Unavailable	OBSOLETE
001320-50	Battery Charger	Unavailable	OBSOLETE
001331-50	Drill, Cordless	DW930,935,936,939	OBSOLETE
000115-50	Flat Bed Truck- Ford 1988	LIC# 208228	OBSOLETE
	Verizon Cell Phone	XV6950	OBSOLETE

The above items are either obsolete or broken. The departments would like to go to City Council and request these items be put into surplus.

Thank you,

Jana Wright  
Office Assistant

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

**SUBJECT: BUDGET ADJUSTMENTS/TRANSFERS FY 2011-2012**

DATE: APRIL 9, 2012

Attachment: Finance Department Memorandum

BACKGROUND/SUMMARY:

Attached is a Budget Adjustment/Transfers Report for Fiscal Year 2011-2012 through March 30, 2012, from Cheryl Solesbee, Accounting Secretary/Budget Manager. Action to approve the transactions will bring the listed accounts into reconciliation with expenditures for that period.

RECOMMENDATION:

Consideration to approve the budget adjustments and transfers for Fiscal Year 2011-2012 through March 30, 2012 as presented.

TO: City Council/City Administrator  
 FROM: Cheryl Solesbee, Accounting Secretary  
 DATE: April 9, 2012  
 SUBJECT: Budget Adjustments/Transfers

The following are budget adjustments and transfers which would bring the listed accounts into reconciliation with expenditures through March 30, 2012.

**BUDGET ADJUSTMENT AS FOLLOWS:**

*From Unbudgeted Reserves*

FUND	AMOUNT	TO FUND/DEPT	AMOUNT
General Fund	\$84,689	General Fund	
		Police Dept	
		001-020-52009	\$ 234
		Training	
		Note: Conf Reimb	
		001-020-54023	\$ 200
		Note: Promo Reimb	
		001-020-56028	\$ 37,873
		Capital Equipment	
		Note: Insurance Reimb for 2010 Ford Expedition	
		Fire Dept	
		001-021-52018	\$ 30
		Special Dept Supplies	
		Note: Reimb from Dist	
		Adm Dept	
		001-011-51001	\$ 23,176
		Salaries/Full-time	
		Note: Employee Separation	
		Planning	
		001-034-51001	\$ 23,176
		Salaries/Full-time	
		Note: Employee Separation	

<u>Department Line Item</u>	To	<u>Department Line Item</u>	
Council		Elections	
001-010-52015	\$ 144	001-018-52015	\$ 100
Prof/tech Svcs		Prof/tech Svcs	
		001-018-52018	\$ 44
Adm		Spec Dept Supplies	
001-011-51009	\$ 1,174	001-011-51046	\$ 1,174
PERS		OPEB/Post Emp Benefit	
001-011-52013	\$ 678	001-011-52015	\$ 678
Communications		Prof/tech Svcs	
Finance Dept		001-012-51017	\$ 57
001-012-51022	\$ 440	FICA	
PARS		001-012-51046	\$ 383
		OPEB Emp Benefits	
Buildings & Grounds		001-016-51046	\$ 300
001-016-51043	\$ 300	OPEB	
Disability Ins		001-018-52015	\$ 400
Elections		Prof/tech Svcs	
001-018-52009	\$ 400	001-020-51046	\$ 7,897
Training		OPEB/Post Emp Benefits	
Police Dept		001-022-52018	\$ 125
001-020-51007	\$ 7,897	Spec Dept Supplies	
Health Ins		001-023-51007	\$ 600
Bldg		Health Ins	
001-022-52015	\$ 125	001-023-52019	\$ 120
Prof/tech Svcs		Subscriptions	
Street Maintenance			
001-023-51009	\$ 600		
Pers			
001-023-52013	\$ 120		
Communications			

<u>Department Line Item</u>	To	<u>Department Line Item</u>	
Street Sweeping 001-025-51010 Workers Comp	\$ 318	Street Maintenance 001-023-51010 Workers Comp	\$ 318
001-025-51007 Health Ins	\$ 201	001-023-51046 OPEB/Post Emp Benefits	\$ 164
Planning Dept 001-034-51007 Health Ins	\$ 500	001-025-51046 OPEB/Post Emp Benefits	\$ 37
Sewer Dept 002-051-51022 PARS	\$ 2,007	001-034-51011 Medicare Tax	\$ 500
Gas Tax 003-030-51010 Workers Comp	\$ 240	002-051-51024 Employer comp Match	\$ 1,503
Water Dept 004-050-51022 PARS	\$ 1,029	002-051-51046 OPEB/Post Emp Benefits	\$ 504
T.U.T 010-000-51043 Disability Ins	\$ 396	003-030-51017 FICA	\$ 240
		004-050-51046 OPEB/Post Emp Benefits	\$ 1,029
		010-000-51046 OPEB/Post Emp Benefits	\$ 396