



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)

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

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, AUGUST 13, 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) I.M.A.H. Executive Director Beth Himelhoch will make a presentation to city staff.

DEPARTMENT HEAD REPORTS

- (2) Updates on department activities will be given by the Department Heads
- A. Fire Chief Ray Seguine
 - 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.

(3)

FOR APPROVAL/FILING

Minutes

- (a) Study Session – July 9, 2012
- (b) Council Meeting – July 9, 2012
- (c) Study Session – July 23, 2012
- (d) Council Meeting – July 23, 2012

- | | |
|------------------------|--|
| Reports | (e) Personnel Status Change Form Report |
| | (f) Warrant Register – July 2012 |
| | (g) Investment Portfolio – July 2012 |
| FOR INFORMATION/FILING | |
| Reports | (h) Fire Department Activity Log – July 2012 |

NEW BUSINESS

- (4) INYO COUNTY ENERGY ACTION PLAN – Cathreen Richards from the Inyo County Planning Department will provide an update on the County’s Draft Energy Action Plan targeting a 5%-10% reduction of energy usage by 2016.
- (5) 2012 INYO COUNTY GRAND JURY REPORT – Council review and consideration to approve the City responses to the 2012 Grand Jury Report relating to the annual inspection of the Bishop Police Department annual facility inspection – Administration/Police Department.
- (6) BID AWARD – Consideration by Council to award the bid for waste disposal services for city facilities – Community Services Department.
- (7) CREATION OF NEW POSITIONS – Council consideration to approve the addition of new positions, Assistant Finance Director and Recreation Supervisor, and adopt the appropriate job descriptions – Administration.
- (8) AUDITOR AGREEMENT – Consideration to approve the professional services agreement with Larry Bain, CPA to prepare a labor report based on employee benefits for year-end closing for Fiscal Year 2011-2012 at the estimated cost of \$500-\$1,000 – Administration.
- (9) RESOLUTION NO. 12-18 – Council consideration to adopt a resolution approving the change of control of the cable television franchise from Cequel III Communications I, LLC d/b/a Suddenlink Communications to Nespresso Acquisition Corporation– Administration.
- (10) RESOLUTION NO. 12-19 Council consideration to adopt a resolution fixing the employer’s contribution under the Public Employees’ Medical and Hospital Care Act for miscellaneous employees, mid-management and management positions – Administration.
- (11) RESOLUTION NO. 12-20 - Council consideration to adopt a resolution to implement Section 125 of the Internal Revenue Code to enable its employees to elect to pay for their share of contributions toward the cost of eligible group premium insurance benefits on a pre-tax, salary-reduction basis – Administration/Finance.
- (12) BUDGET ADJUSTMENTS/TRANSFERS – Council consideration to approve budget adjustments and transfers for Fiscal Year 2011-2012 through June 30, 2012 – Administration/Finance.
- (13) REQUEST TO ADVERTISE – Council consideration to approve the advertisement to purchase floating baffles for Pond 1 at the Waste Water Treatment Plant – Public Works Department.

COUNCIL AND COMMITTEE REPORTS

ADJOURNMENT

Friday, August 17, 2012 – 2:00 p.m. – Council Retreat – Executive Conference Room

Monday, August 27, 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, AUGUST 13, 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. Retreat Agenda items
2. Current 7:00 p.m. agenda items
3. Future agenda items
4. Department Head Reports

DISCUSSION

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

CLOSED SESSION

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

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



CITY OF BISHOP COUNCIL RETREAT AGENDA

DATE: Friday, August 17, 2012

Time: 2:00 p.m.

Executive Conference Room

377 West Line Street

Bishop, California 93514

NOTICE TO THE PUBLIC

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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. State of the City Address
2. Fireworks
3. Update on Street Vendor Licenses
4. Update on Bishop population signs
5. Update on slogan contest
6. Update on labor costs revenue study
7. Grand Jury Report – Building and staffing
8. Council benefits

ADJOURNMENT

The next regular City Council meetings are scheduled on Monday, August 27, 2012, in the Council Chambers.

AGENDA PLANNING FOR UPCOMING MEETINGS

MON – AUGUST 27, 2012 MEETINGS

4:00 PM

- Nominations for Quarterly Citizen Award

7:00 PM

- SCBA's – Fire Department
- Advertise Headworks Constructions Contract

MON – SEPT 10, 2012 MEETINGS – EARLY PACKET - MEMOS DUE 8/28

4:00 PM

7:00 PM

MON – SEPT 24, 2012 MEETINGS

4:00 PM

7:00 PM

- Award Headworks Concrete Construction Contract
- Approve sewer pond baffle purchase

TUES – OCTOBER 9, 2012 MEETINGS

4:00 PM

7:00 PM

MON – OCTOBER 22, 2012 MEETINGS

4:00 PM

7:00 PM

TUES - NOVEMBER 13, 2012 MEETINGS

4:00 PM

- Nominations for Quarterly Citizen Award

7:00 PM

MON – NOVEMBER 26, 2012 MEETINGS

4:00 PM

7:00 PM

MON – DECEMBER 10, 2012 MEETINGS

4:00 PM

7:00 PM

- Resolution declaring the results of the November 6, 2012 election for 3 Council Members and City Treasurer
- Certificates of election / Oath of Office
- Selection of Mayor and Mayor Pro Tem

8/8/2012 4:33 PM

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

SUBJECT: PRESENTATION BY I.M.A.H. EXECUTIVE DIRECTOR

DATE: AUGUST 13, 2012

BACKGROUND/SUMMARY

Beth Himelhoch, Executive Director of the Inyo Mono Association for the Handicapped, has requested time to make a presentation to city employees.

RECOMMENDATION

Hear the presentation.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

KAC

SUBJECT: DEPARTMENT HEAD UPDATES

DATE: AUGUST 13, 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
CITY COUNCIL STUDY SESSION MINUTES
JULY 9, 2012

CALL TO ORDER	Mayor Stottlemire called the meeting to order at 4:00 p.m. in the City Council Chambers at 301 West Line Street, Bishop, California.
COUNCIL PRESENT	Council Members Jim Ellis, Jeff Griffiths, Laura Smith Mayor Pro Tem Susan Cullen Mayor David Stottlemire
COUNCIL ABSENT	None
OTHERS PRESENT	Keith Caldwell, City Administrator/Community Services Director Denise Gillespie, Assistant City Clerk Ray Seguine, Fire Chief Chris Carter, Police Chief David Grah, Public Works Director/City Engineer
PUBLIC COMMENT	The Mayor announced the public comment period. No public comment was provided.
SCHEDULED DISCUSSION	Discussion was held on the following Study Session agenda items:
1. Adventure Trail	Dick Noles and the Council discussed the status and concerns about the Adventure Trail.
2. 7:00 p.m. Agenda Items	Discussion was held on current 7:00 p.m. agenda items as needed.
3. Future Agenda Items	Discussion was held as appropriate.
4. Department Reports	Discussion was held as appropriate.
COUNCIL DISCUSSION	Council Members gave committee reports, community announcements and/or made comments or inquiries to staff. No action was taken.
CLOSED SESSION	At 4:40 p.m. the Council recessed to closed session as agendized: PERSONNEL – Pursuant to Government Code Section 54957(b)(1), Public Employee Performance Evaluations – Titles: Police Chief, Public Works Director/City Engineer, City Administrator/Community Services Director and Fire Chief.

**RECONVENE TO OPEN
SESSION**

At 6:00 p.m. the Mayor reconvened the meeting to open session. The City Administrator announced that no action was taken by the Council during closed session.

ADJOURNMENT

The Mayor adjourned the meeting at 6:00 p.m. to the regular City Council meeting scheduled at 7:00 p.m.

DAVID STOTTLEMYRE, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: _____
Denise Gillespie, Assistant City Clerk

(b)

CITY OF BISHOP
CITY COUNCIL MINUTES
JULY 9, 2012

CALL TO ORDER Mayor Stottlemyre 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 Paster Kent Puls of the Grace Lutheran Church followed by the Pledge of Allegiance led by Mayor Pro Tem Cullen.

COUNCIL PRESENT Councilmembers Jeff Griffiths, Laura Smith, Jim Ellis
Mayor Pro Tem Susan Cullen
Mayor David Stottlemyre

COUNCIL ABSENT None

OTHERS PRESENT Keith Caldwell, City Administrator/Community Services Director
Denise Gillespie, Assistant City Clerk
Peter Tracy, City Attorney
Ray Seguire, Fire Chief
Chris Carter, Police Chief
David Grah, Public Works Director/City Engineer
Gary Schley, Public Services Officer
Robert Kimball, City Treasurer

PUBLIC COMMENT The Mayor announced the public comment period. No public comment was provided.

PRESENTATION

QUARTERLY CITIZEN AWARD – Dick Noles
(1) The Council presented Dick Noles with the Quarterly Citizen Award for his many contributions to the Owens Valley and Bishop community.

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 Griffiths and passed 5-0, to approve the Consent Calendar with revisions to the June 12, 2012 Special Meeting Minutes and the June 25, 2012 Study Session Minutes:
Motion/Griffiths

FOR APPROVAL AND FILING

- (a) Council Meeting Minutes – June 11, 2012
- (b) Special Council Meeting Minutes – June 12, 2012
- (c) Study Session Minutes – June 25, 2012
- (d) Council Meeting Minutes – June 25, 2012

- (e) Standard Agreement with the Eastern Sierra Tri-County Fairgrounds for the Fire Department Destruction Derby on September 2, 2012
- (f) M.O.U. between the City and the Friends of Eastern Sierra Gardens

FOR INFORMATION AND FILING

- (g) Water and Sewer Commission Agenda – July 10, 2012
- (h) Parks and Recreation Commission Minutes – May 23, 2012
- (i) Fire Department Activity Log – June 2012
- (j) Public Works Building Permits Report – June 2012

NEW BUSINESS

WATER AND SEWER
COMMISSION
APPOINTMENT - Martin
(4)
Motion/Cullen

On a motion by Mayor Pro Tem Cullen, the Council voted 5-0 to appoint John Martin to fill an unscheduled vacancy on the Water and Sewer Commission for the term ending November 8, 2012.

BROADBAND
FACILITIES PROPERTY
ACCESS AGREEMENT
(5)
Motion/Smith

The Public Works Director reported that he is working with the California Broadband Cooperative, Inc. on revisions to the drawings included in the Broadband Facilities Property Access Agreement. He recommended that the agreement be approved and execution of the document be completed when the update to the drawings has been received.

On a motion by Councilmember Smith, the Council voted 5-0 to approve the Broadband Facilities Property Access Agreement with the California Broadband Cooperative, Inc.

AMBULANCE DISPATCH
SERVICES AGREEMENT
Symons Emergency
Specialties
(6)
Motion/Cullen

The Police Chief reported that the Agreement with Symons Emergency Specialties will outline the responsibilities of both parties relating to ambulance dispatch services. The City will receive some cost recovery for providing the service to Symons.

On a motion by Mayor Pro Tem Cullen, the Council voted 5-0 to approve the Agreement for Ambulance Dispatch Services with Symons Emergency Specialties.

WASTE DISPOSAL
SERVICES – Request to
Advertise
(7)
Motion/Griffiths

Mayor Stottlemire recused himself from participation on this agenda item as one of the anticipated bidders is a current client of his accounting business. Mayor Pro Tem Cullen took over the meeting.

Following discussion with representatives from both Bishop Waste Disposal and Preferred Septic, Councilmember Griffiths made a motion to approve the request from the Community Services Department to advertise for bids for providing waste disposal services to City facilities. Motion passed 5-0.

<p>RESOLUTION NO. 12-17 Inyo County Used Oil Payment Program 3 (8) Motion/Griffiths</p>	<p>On a motion by Councilmember Griffiths, the Council voted 5-0 to adopt Resolution No. 12-17 by title only, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, AUTHORIZING THE COUNTY OF INYO TO SUBMIT ON THE CITY'S BEHALF AN APPLICATION FOR THE 2012/2013 USED OIL PAYMENT PROGRAM 3".</p>
<p>COUNCIL REPORTS</p>	<p>Council Members reported on committee meetings and announced upcoming community events. No action was taken.</p>
<p>CLOSED SESSION</p>	<p>At 8:12 p.m. the Mayor recessed to closed session as agendized:</p>
<p>PUBLIC EMPLOYMENT EVALUATION (9)</p>	<p>Public Employment Evaluation pursuant to Government Code § 54957(b)(1) – City Attorney. The Mayor announced this closed session had been cancelled and will be rescheduled for the next regular meeting.</p>
<p>PUBLIC EMPLOYEMENT EVALUATION (10)</p>	<p>Public Employment Evaluation pursuant to Government Code § 54957(b)(1) - Fire Chief.</p>
<p>CONFERENCE WITH LABOR NEGOTIATOR (11)</p>	<p>Conference with Labor Negotiator Keith Caldwell, City Administrator, pursuant to Government Code §54957.6(a) – Bishop Police Officers Association.</p>
<p>RECONVENE</p>	<p>At 8:47 p.m. the Mayor reconvened to open session. It was announced that no action was taken during the closed sessions.</p>
<p>ADJOURNMENT</p>	<p>The Mayor adjourned the meeting at 8:47 p.m. to the Study Session scheduled for Monday, July 23, 2012, at 4:00 p.m. in the City Council Chambers.</p>

DAVID STOTTLEMYRE, MAYOR

Attest: Keith Caldwell, City Clerk

By: _____
Denise Gillespie, Assistant City Clerk

(c)

CITY OF BISHOP
CITY COUNCIL STUDY SESSION MINUTES
JULY 23, 2012

CALL TO ORDER	Mayor Stottlemyre called the meeting to order at 4:00 p.m. in the City Council Chambers at 301 West Line Street, Bishop, California.
COUNCIL PRESENT	Council Members Jim Ellis, Jeff Griffiths, Laura Smith Mayor Pro Tem Susan Cullen Mayor David Stottlemyre
COUNCIL ABSENT	None
OTHERS PRESENT	Keith Caldwell, City Administrator/Community Services Director Denise Gillespie, Assistant City Clerk Ray Seguine, Fire Chief Chris Carter, Police Chief David Grah, Public Works Director/City Engineer Gary Schley, Public Services Officer
PUBLIC COMMENT	The Mayor announced the public comment period. No public comment was provided.
SCHEDULED DISCUSSION	Discussion was held on the following Study Session agenda items:
1. Adventure Trail Environmental Process/Draft Map	Dick Noles spoke to the Council about the County's plan to combine all areas of the Adventure Trail into one environmental and the possibility of adding the Bishop city limits and draft map into that process. Discussion included scheduling public meetings to inform the citizens, speed limits, and signage.
2. Potential R.O.P. Project	Russ Aldridge proposed a project at the City's Sunrise Mobile Home Park for the high school construction class to construct an energy efficient modular under the supervision and guidance of the Owens Valley Contractors and Vendors Association. Association vendors would consider selling materials for the project at or below cost. It was recommended by the OVCVA that in order to keep the low-income status, the modular should be sold at or below the cost for construction and not allowed to be sold again for profit. It was recognized that several agencies would need to be involved and funding options need further review.
3. Invocation Guidelines	The City Attorney reviewed the draft guidelines for providing the invocation at City Council meetings. Potential action is scheduled at the 7 p.m. meeting.
4. Potential Retreat Dates	Schedules were reviewed to determine the date of August 17, 2012, for the next Council Retreat.
5. Changes to Brown Act Requirements	Discussion was held on the state legislature's recent suspension of the Brown Act mandate for posting agendas. It was the consensus of the Council and staff that the City would continue posting and providing all City's meeting agendas in paper form as well as on the City's website to keep the citizens informed and involved.

(d)

CITY OF BISHOP
CITY COUNCIL MINUTES
JULY 23, 2012

CALL TO ORDER Mayor Stottlemyre 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 First United Methodist Church followed by the Pledge of Allegiance led by Councilmember Laura Smith.

COUNCIL PRESENT Councilmembers Jeff Griffiths, Laura Smith, Jim Ellis
Mayor Pro Tem Susan Cullen
Mayor David Stottlemyre

COUNCIL ABSENT None

OTHERS PRESENT Keith Caldwell, City Administrator/Community Services Director
Peter Tracy, City Attorney
Denise Gillespie, Assistant City Clerk
Cheryl Solesbee, Accounting Secretary/Budget Manager
Chris Carter, Police Chief
Gary Schley, Public Services Officer
Deston Dishion, Public Works Superintendent

PUBLIC COMMENT The Mayor announced the public comment period. Ron Pierce invited the City Council to the 125th Anniversary Celebration of the Winnedumah Lodge to be held on July 28, 2012.

DEPARTMENT HEAD REPORTS Reports from Administration, Community Services, Fire, Police, and Public Works were given on the departments' activities including upcoming and ongoing projects.
(1)

CHANGE TO AGENDA The Mayor announced that Agenda Item No. 8 relating to the creation of two new positions on the City's salary schedule has been pulled and will be scheduled for the August 13, 2012 Council meeting.

CONSENT CALENDAR A motion was made by Mayor Pro Tem Cullen and passed 5-0, to approve the Consent Calendar as presented:
(2)

Motion/Cullen FOR APPROVAL AND FILING
(a) Personnel Status Change Report
(b) Fund Transactions – 7/1/11 – 6/30/12
(c) Warrant Register – June 2012
(d) Fund Transaction – Sunrise Mobile Home Replacement Reserve Account – 7/1/11 – 6/30/12
(e) Investment Portfolio – May 2012
(f) Investment Portfolio – June 2012

FOR INFORMATION AND FILING

- (g) Parks and Recreation Commission – July 18, 2012
- (h) Water and Sewer Commission – May 8, 2012
- (i) Public Works Report – June 2012
- (j) Sewer Fund Monthly Balances
- (k) Water Fund Monthly Balances

NEW BUSINESS

ADVENTURE TRAILS
Environmental Process
(3)

Dick Noles and Randy Gillespie, advocates of the Adventure Trail, reported the proposed draft map of the trails within the City of Bishop, if adopted by the Council, could be included as part of the environmental process by Inyo County for the entire Adventure Trail system. Mr. Noles stated that the draft map could be modified by adding or deleting streets without another environmental being done. During the environmental process the draft map will be presented to the public for review and comment.

Motion/Smith

On a motion by Councilmember Smith, the Council voted 5-0 to approve the draft map of potential Adventure Trail routes within the City of Bishop as part of Inyo County's environmental document.

GUIDELINES FOR
COUNCIL MEETING
INVOCATIONS
(4)

The City Attorney reported that invocations have been presented at City Council meetings since 1967. He cited the legal cases of *Marsh v. Chambers* (1983) United States Supreme Court, and *Rubin v. Burbank* (2002) California State Court. Tracy stated that in recent years groups have been putting additional pressure on cities that give invocations to make sure they are compliant with *Rubin v. Burbank*. Other cities have been threatened with law suits. The City Attorney presented guidelines for delivering the invocation at City Council meetings similar to those used by other members of the League of California Cities for consideration.

Motion/Cullen

On a motion by Mayor Pro Tem Cullen, the Council voted 5-0 to adopt the City of Bishop Guidelines for Invocations at City Meetings.

HEADWORKS PROJECT
Work Order 5
(5)
Motion/Griffiths

On a motion by Councilmember Griffiths, the Council voted 5-0 to approve Work Order 5 as part of the Sewer Plant Headworks Improvement Project with Frost Company and authorize the expenditure not to exceed \$10,500 under this work order and \$183,250 total under the contract.

SET RETREAT DATE
(6)

The Mayor announced that a Council Retreat will be held on Friday, August 17, 2012 at 2:00 p.m. at City Hall.

BUDGET ADJUSTMENTS/
TRANSFERS FY 2011-2012
(7)
Motion/Griffiths

On a motion by Councilmember Griffiths, the Council voted 5-0 to approve the budget adjustments and transfers for Fiscal Year 2011-2012 through June 30, 2012 as presented.

CREATION OF TWO NEW POSITIONS (8) This agenda item was pulled from consideration by Council and will be added to the next regular meeting on August 13, 2012.

COUNCIL REPORTS Council Members reported on committee meetings and announced upcoming community events. No action was taken.

ADJOURNMENT The Mayor adjourned the meeting at 7:41 p.m. in memory of Skip Harvey, Council Member from the Town of Mammoth Lakes who recently passed away.

The next regular meetings will be held on Monday, August 13, 2012 at p.m. in the City Council Chambers.

DAVID STOTTLEMYRE, MAYOR

Attest: Keith Caldwell, City Clerk

By: _____
Denise Gillespie, Assistant City Clerk

TO: City Council

SUBJECT: CONSENT CALENDAR - PERSONNEL STATUS CHANGE REPORT

DATE: August 13, 2012

The following personnel items have been submitted for action at this meeting:

<u>ADMINISTRATION</u>	<u>EFFECTIVE DATE</u>
(A) GILLESPIE, DENISE One-time salary adjustment – \$1,000 Shorthand Premium	7/1/12
 <u>COMMUNITY SERVICES DEPARTMENT</u>	
(B) CLELAND, WAYLON One-time salary adjustment Playground Safety Inspector - \$1,000 Certified Pool Operator - \$1,000	7/1/12
(C) MCELROY, DAN One-time salary adjustment Playground Safety Inspector - \$1,000 Certified Pool Operator - \$1,000 Pesticide Applicator Certificate - \$1,000	7/1/12
 <u>PUBLIC WORKS DEPARTMENT</u>	
(D) MAPPUS, DAVID One-time salary adjustment - \$1,000 Pesticide Applicator Certificate	7/1/12
(E) THOMAS, MICHELE One-time salary adjustment - \$500 Notary Certificate	7/1/12

(f)

TO: City Council/City Administrator
FROM: Finance/Accounting Secretary
DATE: August 13, 2012
SUBJECT: Warrant Register for the month of July 2012

PAYABLE CHECK NUMBERS ISSUED

CK#62497 thru 62527	\$	127,981.05
CK#62528 thru 62537	\$	234,665.95
CK#62538 thru 62567	\$	25,612.25
CK#62527 Canceled	\$	(178.94)
CK#62568 thru 62580	\$	101,214.35
CK#62581 thru 62617	\$	33,677.70
CK#62618 thru 62644	\$	67,700.93
CK#62645 thru 62647	\$	11,841.68
TOTAL PAYABLE EXP FOR JULY 2012	\$	602,514.97

PAYROLL CHECK NUMBERS ISSUED

Regular Payroll, July 15, 2012	\$	137,426.36
CK#37052 thru 37122		
DD#5969 thru 6010		
Special Payroll, July 15, 2012	\$	1,301.36
CK#37123 thru 37126		
DD#6011		
Regular Payroll, July 31, 2012	\$	143,617.07
CK#37127 thru 37205		
DD#6012 thru 6054		
Medicare	\$	4,093.50
PERS	\$	69,802.52
PERS/OPEB	\$	12,936.59
Workers Comp	\$	19,974.72
Medical	\$	44,564.86
Dental	\$	4,916.73
Life Insurance	\$	382.20
Vision	\$	766.26
Disability	\$	3,350.18
Def Comp Programs	\$	2,402.00
P.A.R.S.	\$	25,398.80
PARS/ARS	\$	661.80
Gym Dues		-0-
TOTAL PAYROLL EXP FOR JULY 2012	\$	471,594.95
TOTAL EXPENDITURES FOR JULY 2012	\$	1,074,109.92

CHECK
TOTAL

INVOICE #

DESCRIPTION

DATE

TRANS#

AMOUNT

62497	PETER TRACY	DEC11	TRACY/DEC11	6/30/12	56277	5,500.00
62498	BISHOP NURSERY	JUNE12	TRACY/JUNE12	6/30/12	56276	5,500.00
62499	HIGH COUNTRY LUMBER	170496	BISHNRS/BBBL	6/30/12	56251	3.43
		170724	BISHNRS/VLVS	6/30/12	56252	50.57
		170819	BISHNRS/VALVE	6/30/12	56253	28.00
		170820	BISHNRS/COUPLNG	6/30/12	56254	4.56
		052012	HICNTRY/OVERPAYMENT	6/30/12	56373	1.20
		918003	HICNTRY/LEVERFLUSH	6/30/12	56331	5.81
		918024	HICNTRY/SUEDEGLOVE	6/30/12	56339	11.63
		918026	HICNTRY/UNION/BUSHNG	6/30/12	56330	18.96
		918058	HICNTRY/PEELERCORE	6/30/12	56338	14.54
		918272	HICNTRY/VINYLCABLE	6/30/12	56340	189.07
		918360	HICNTRY/CLNGSUPPLIES	6/30/12	56341	11.82
		918442	HICNTRY/AABATTERIES	6/30/12	56342	16.15
		918497	HICNTRY/CHAIN/BYPASS	6/30/12	56347	60.21
		918541	HICNTRY/DISPATCH	6/30/12	56344	39.90
		918545	HICNTRY/FLOWMETER	6/30/12	56345	174.44
		918560	HICNTRY/FIRX10	6/30/12	56343	12.56
		918592	HICNTRY/LOOPCHAIN	6/30/12	56346	27.25
		918739	HICNTRY/TRASHBAGS	6/30/12	56348	12.60
		918902	HICNTRY/GFCIRECPT	6/30/12	56350	22.28
		918904	HICNTRY/SOLENOIDKIT	6/30/12	56349	10.03
		918966	HICNTRY/RECIPLADE	6/30/12	56351	6.78
		918970	HICNTRY/GROUT	6/30/12	56352	17.72
		918985	HICNTRY/FLAPEER	6/30/12	56355	5.32
		918997	HICNTRY/TEFLONPASTE	6/30/12	56353	17.68
		919131	HICNTRY/FLEXTCH	6/30/12	56354	35.87
		919267	HICNTRY/MARKINGPNT	6/30/12	56355	14.52
		919297	HICNTRY/BULKSCREWS	6/30/12	56356	22.08
		919345	HICNTRY/SCREWS/WSHRS	6/30/12	56377	35.20
		919347	HICNTRY/ROLLERCHAIN	6/30/12	56336	53.28
		919510	HICNTRY/HACKSAW	6/30/12	56357	20.82
		919538	HICNTRY/TRMRLINE	6/30/12	56334	13.57
		919615	HICNTRY/GORILLAGLUE	6/30/12	56367	13.57
		919700	HICNTRY/DUCTTAPE	6/30/12	56333	43.84
		919919	HICNTRY/SPRAYMASTER	6/30/12	56358	8.23
		919923	HICNTRY/REELCTRBLUB	6/30/12	56359	27.61
		920107	HICNTRY/WENDRHOS/CPL	6/30/12	56365	5.41
		920128	HICNTRY/COUPLBRASS	6/30/12	56366	5.32
		920187	HICNTRY/ADAPTOR	6/30/12	56369	.95
		920357	HICNTRY/TRIMMERLINE	6/30/12	56371	8.72
		920379	HICNTRY/CLAMP	6/30/12	56360	1.44
		920432	HICNTRY/TRIMRLINE	6/30/12	56370	24.63
		920527	HICNTRY/WNTSTAPE/HOS	6/30/12	56368	12.79
		920620	HICNTRY/BRASSTRGR	6/30/12	56361	3.85
		920988	HICNTRY/CONCMIX	6/30/12	56364	39.86
		921131	HICNTRY/CONCMIX/PNT	6/30/12	56363	84.65
		921141	HICNTRY/DRYWLL/KEY	6/30/12	56337	95.23
		921303	HICNTRY/WENDERHOSE	6/30/12	56332	1.93
		921443	HICNTRY/GRYPRIMER	6/30/12	56362	11.60
		921476	HICNTRY/CONCMIX	6/30/12	56372	4.06

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VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
62500 STATE COMPENSATION INSURA	JUNE12	STCOMP/JUNE12	6/30/12	56310	1,606.63	1,208.08
62501 LEXIS NEXIS	33386730	LXSNXS/JUNE12	6/30/12	56259	105.48	1,606.63
62502 NORTHERN INYO HOSPITAL	6735427	NIH/ROSGA	6/30/12	56274	883.98	105.48
62503 SOUTHERN CALIFORNIA EDISO	JHNSTN	SCE/JUNE2012	6/30/12	56292	70.20	883.98
	STRGTN	SCE/MAYJNE12	6/30/12	56293	21.13	
	1005WELL	SCE/MAYJNE12	6/30/12	56294	1,527.80	
	900PLTA	SCE/MAYJNE12	6/30/12	56290	1,955.10	
	980PLTA	SCE/JUNE12	6/30/12	56291	727.43	
62504 BISHOP VOLUNTEER FIRE DEP	JUNE12	BSHVLNTR/JUNE12	6/30/12	56256	2,576.00	4,301.66
62505 UNDERGROUND SERVICE ALERT	620120056	UNDRGND/JUNE12	6/30/12	56311	27.00	2,576.00
62506 MANOR TRUE VALUE HARDWARE	A114813	MNRTRV/HOSE	6/30/12	56272	22.06	
	A114875	MNRTRV/EQUIPMNT	6/30/12	56273	5.39	27.45
62507 WRSTERN NEVADA SUPPLY CO.	C55239851	WSTND/CLAYPLAS	6/30/12	56300	130.46	
	55221882	WSTNDA/SHWROFF	6/30/12	56307	226.28	
	55238504	WSTNDA/CURBS	6/30/12	56299	130.07	
	55239851	WSTNDA/CLAY	6/30/12	56298	130.46	
	55246459	WSTNDA/PWCLAY	6/30/12	56301	58.98	
	55247825	WSTNDA/RECTBX	6/30/12	56304	97.02	
	55248310	WSTNDA/BIRDS	6/30/12	56308	116.26	
	55252022	WSTNDA/CHURSEAT	6/30/12	56303	19.32	
	55252415	WSTNDA/ROTOR	6/30/12	56305	72.54	
	55254018	WSTNDA/SEAT	6/30/12	56306	52.33	
	55255076	WSTNDA/PLUG	6/30/12	56302	7.62	780.42
62508 SIELECT SUPPLY	148300	SIELECT/TUBING	6/30/12	56282	74.67	
	148345	SIELECT/SWITCH	6/30/12	56283	1.24	
	148469	SIELECT/BLOWLINE	6/30/12	56284	76.89	
	148485	SIELECT/DOGPRK	6/30/12	56285	29.18	
	148607	SIELECT/PIPE	6/30/12	56287	12.91	
	148732	SIELECT/LAMPFLDR	6/30/12	56286	3.89	198.78
62509 AMERIGAS - BISHOP	POOL	AMRGS/POOL	6/30/12	56250	141.49	141.49
62510 OLD DOMINION BRUSH	027087	OBD/PWTUBE	6/30/12	56275	2,861.25	2,861.25
62511 STATE BOARD OF EQUALIZATI	APRLJNE12	STBRDTX/APRJN12	6/30/12	56313	1,141.00	1,141.00

1,141.00

252.84

26.93

396.59

12.83

31.00

44.50

447.89

288.34

5,436.50

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CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
62526	GRANITE CONSTRUCTION	297476	GRNTE/AGGRSH	6/30/12	56258	131.92	131.92
62527	SLIDECARE, LLC	32350	SLIDECARE/SLDWAX	6/30/12	56316	178.94	178.94
CHECKS TOTAL						127,981.05	

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CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
62528	BISHOP CHAMBER OF COMMERC	JLY	CHAMBER JLY	7/06/12	56393	10,692.00	10,692.00
62529	CALIF JPJA	ENVIR00504 PRIM00798	JPJA/POLLUTION 12-13 JPJA/LIABILITY PRGM 12	7/06/12	56389	943.00	
62530	CITY OF BISHOP	#1228	W/S 12-13	7/06/12	56390	197,210.00	198,153.00
62531	SUDDENLINK PAYMENT CNTR	036283201 705821601 705927701 705929801	SUDDENLINK JLY SUDDENLINK JLY SUDDENLINK JLY SUDDENLINK JLY	7/06/12	56385	1,227.52	
62532	THE SIERRA READER	7267	ADV	7/06/12	56382	300.00	300.00
62533	MYERS STEVENS & TOOHEY	1011240	MYERS-STEVENS JULY	7/06/12	56379	270.00	270.00
62534	SIERRA CONSERVATION PROJE	2012-1318	JULY SVCS	7/06/12	56380	39.00	39.00
62535	DAVID STOTTLEMYRE	JLY	STOTTLEMYRE JPJA JLY	7/06/12	56392	569.97	569.97
62536	PACIFIC TELEMANAGEMENT	404829	JLY SVCS	7/06/12	56383	65.00	65.00
62537	EBS	SECT 125	EBS/SECT 125	7/06/12	56388	350.00	350.00
CHECKS TOTAL						236,665.95	



CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
62538	BISHOP CHAMBER OF COMMERC	JULY18	GRFFTH/CULLEN	6/30/12	56460	60.00	60.00
62539	EASTERN SIERRA MOTORS, INC	131995 132072 132089	ESTMOTOR/05FRD ESTMOTOR/08FRD ESTMOTOR/02FRD	6/30/12 6/30/12 6/30/12	56401 56400 56399	213.61 78.99 67.80	360.40
62540	MR. K. AUTOMOTIVE SERVICE	95087	MRK/08FRD	6/30/12	56421	85.96	85.96
62541	STEVES AUTO & TRUCK PARTS	19033 19848 20443 20911 20961 21548 21611 22121 22808	STEVES/RATCHET STEVES/AIRFLTR STEVES/LUBE STEVES/GRSCART STEVES/BULB STEVES/METER STEVES/FUEL STEVES/FILTER STEVES/OCTANE	6/30/12 6/30/12 6/30/12 6/30/12 6/30/12 6/30/12 6/30/12 6/30/12 6/30/12	56433 56435 56436 56437 56439 56432 56438 56434 56440	60.42 24.57 5.16 51.61 36.24 70.46 6.62 30.04 11.30	296.42
62542	SOUTHERN CALIFORNIA EDISO	WHTMTN WYERD 85JAY 85SIERR	SCE/JUNE 12 SCE/JUN12 SCE/SRNJUNE12 SCE/JUNE2012	6/30/12 6/30/12 6/30/12 6/30/12	56429 56427 56430 56428	34.55 1,047.37 24.48 32.14	1,138.54
62543	DEPARTMENT OF WATER & POW	102ELN 205HME 207WLN 237SWRN 377APTA 377WLN 380 380. 380.BIS 380BISH 380BISHOP 701WLN	LADWP/MAYJNE12 LADWP/MAYJUNE12 LADWP./MAYJNE12 DWP/MAYJNE12 LADWP/MYJNE12 DWP/MAYJUNE2012 DWP/MAY4-JNE12 LADWP/MYJUNE12 LADWP/MAYJUNE2012 LADWP/MAY4-JUNE12 LADWP/MAYJUNE12 LADWP/MAYJUNE12.	6/30/12 6/30/12 6/30/12 6/30/12 6/30/12 6/30/12 6/30/12 6/30/12 6/30/12 6/30/12 6/30/12 6/30/12 6/30/12	56405 56406 56411 56407 56409 56408 56414 56416 56418 56413 56417 56410	74.10 36.00 1,511.78 222.91 61.25 3,768.43 24.32 9.14 431.93 311.41 8.91 68.89	6,529.07
62544	DEPT. OF CONSERVATION-DIV	APRJN12	DEPTCONSV/PW	6/30/12	56457	28.37	28.37
62545	BISHOP DRY CLEANERS	POLICE	DRYCLNR/JNE12	6/30/12	56395	188.50	188.50
62546	DEPARTMENT OF JUSTICE	917092 917716	DEPTJST/JNE12 DEPTOFJST/WAGNOR	6/30/12 6/30/12	56425 56424	1,913.00 32.00	1,945.00
62547	JAMES A. RICHARDSON M.D.	BIS0001	RICHDRSN/FIRE	6/30/12	56403	460.00	460.00
62548	TRACE ANALYTICS, INC.						

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CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
62549	XEROX CORP	128553	TRACE/FIRE	6/30/12	56445	75.00	75.00
62549	XEROX CORP	62514750	XEROX/ADMIN	6/30/12	56455	505.52	
		62652287	XEROX/PD	6/30/12	56456	433.05	
62550	QUILL CORP	4017392	QUILL/TAPE	6/30/12	56422	7.31	
		4124435	QUILL/BLKINK	6/30/12	56423	86.19	
62551	MISSION UNIFORM & LINEN	FIRE	MISSUNIFR/JNE12	6/30/12	56420	33.73	93.50
62552	BISHOP AUTOMOTIVE CENTER	80109	BISHAUTO/4X4	6/30/12	56394	175.93	33.73
62553	VERIZON	01925555	VERIZON/PD	6/30/12	56451	6.98	175.93
		1810109	VERIZON/POLICE	6/30/12	56450	43.77	
		8723485	POLICE/VRZN	6/30/12	56453	48.15	
		8729321	VRZN/FIRE	6/30/12	56449	40.13	
		8735866	VERIZON/POLICED	6/30/12	56452	420.70	559.73
62554	VERIZON WIRELESS	POLICE	VERZNRWL/PD	6/30/12	56454	608.49	608.49
62555	DEVON'S FLOWER PATCH	5151	DEVONS/GILESPIE	6/30/12	56398	38.78	38.78
62556	CASCADE FIRE EQUIPMENT CO	44894	CASCADE/FIREVALV	6/30/12	56397	365.01	365.01
62557	RESERVE ACCOUNT	JUNE12	PSTGE/JUNE12	6/30/12	56459	1,692.00	1,692.00
62558	JONES & MAYER LAW OFFICE	JUNE12	JNSMAYR/JNE12	6/30/12	56404	342.00	342.00
62559	BIG MTN BOTTLED WATER	28997	BGMTNWR/PDWTR	6/30/12	56396	68.25	68.25
62560	THOMAS PETROLEUM, LLC	CL58790	THMSPET/PW	6/30/12	56443	1,512.25	
		CL58931	THMSPET/FIRE	6/30/12	56444	705.81	
		CL58932	THMSPET/POLICE	6/30/12	56441	2,634.61	
		CL58933	THMSPET/PRKS	6/30/12	56442	490.27	
62561	GALLS AN ARAMARK COMPANY	512240344	GALLS/SHIRTS	6/30/12	56402	57.47	5,342.94
62562	BANK OF AMERICA	RAY	BOFA/JUNE12	6/30/12	56419	721.68	57.47
62563	UPS STORE, THE	1459	UPS/PW	6/30/12	56446	41.95	721.68
		1542	UPS/SHIPPINGPW	6/30/12	56447	14.47	

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62564	CALIF BLDG STANDARDS COMM	APRJNE12	CALBLDG/APRJN12	6/30/12	56458	27.00	56.42	27.00
62565	VERIZON BUSINESS	MAY12	VERZN/LD	6/30/12	56448	44.96	44.96	44.96
62566	STANTEC CONSULTING SERV.	603430	STANTEC/WTRSCADA	6/30/12	56426	2,841.43	2,841.43	2,841.43
62567	VERNALEE SHOFFNER	REIMB	SHFNR/SMHP	6/30/12	56431	437.10	437.10	437.10
	CHECKS TOTAL						25,612.25	25,612.25

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CITY OF BISHOP
CANCELLED CHECKS REGISTER

Page 1

CHECK YEAR RECORD# VENDOR NAME

CHECK TOTAL DATE INVOICE#

DESCRIPTION

62527 2012 8859 SLIDECARE, LLC

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178.94- 7/13/12

32350

SLIDECARE/SLDWAX

CANCELLED CHECKS TOTAL 178.94-

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
62568	CALIF JPJA	12/13	JPIA/PROPINS12/13	7/13/12	56461	80,478.00	80,478.00
62569	INYO COUNCIL FOR THE ARTS	12/13	INYOOUNART/12/13	7/13/12	56468	18,225.00	18,225.00
62570	CLINICAL LABORATORY OF SA	922180	CLINLABSB/6/12/12	7/13/12	56466	15.00	15.00
62571	BRITT'S DIESEL & AUTOMOTI	34218	BRITTS/TIRES	7/13/12	56463	41.49	41.49
62572	INTEGRATED WASTE MNGMENT	13089	INTWASTE/JUNE2012	7/13/12	56462	21.00	21.00
62573	SUDENLINK PAYMENT CNTR	PARKCAMRAS	SDNLNK/JULY2013	7/13/12	56464	139.95	139.95
62574	PREFERRED SEPTIC	43569	PREFSEPTC/PWJUNE2012	7/13/12	56467	175.52	175.52
62575	WALTER MORTENSEN INS.	672855	WLTMORT/2011-2014	7/13/12	56469	610.00	610.00
62576	EARTHLINK INC	620909	ERTHLNK/JULY2012	7/13/12	56470	21.95	21.95
62577	BANK OF AMERICA	GRAH5848 GRAH5848	BOFA/PHSENSOR BOFA/ELECSINGPC1213	6/30/12 7/13/12	56473 56472	911.21 102.00	1,013.21
62578	ADT SECURITY SERVICES INC	PARKCAMRAS	ADT/JULY2013	7/13/12	56465	245.01	245.01
62579	VERIZON CALIFORNIA	1220033 1810151 1811001 8727201	VERZON/JULY2013 VERZON/JULY2012 VERZON/JULY2012 VERZON/8727201	7/13/12 7/13/12 7/13/12 7/13/12	56476 56474 56475 56477	43.77 43.77 43.77 45.62	176.93
62580	CENTRAL SANITARY SUPPLY	1128205	CNTRLSAN/URNLSCRNS	7/13/12	56471	25.65	25.65
CHECKS TOTAL						101,214.35	

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CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
62581	BISHOP GLASS, INC.	50037	BISHGLASS/WNDHLD	7/19/12	56491	214.88	214.88
62582	PETTY CASH - POLICE DEPT.	PD	PETTYCASH/PD	6/30/12	56482	42.59	42.59
62583	PERRY MOTORS, INC.	115910	PERRYMTR/BATTRY	8/30/12	56483	163.13	163.13
62584	PHILLIPS CAMERA HOUSE	27673	PHILLPS/CHGR	7/19/12	56514	21.50	21.50
62585	SMART & FINAL IRIS CO.	122134	SMRTFNL/ACCT0436	7/19/12	56520	19.88	19.88
62586	BISHOP WELDING SUPPLY	715586	BISHWELD/GRINDING	7/19/12	56492	20.24	20.24
62587	DEPARTMENT OF WATER & POW	JUNJLY	LADWP/380BISH	7/19/12	56509	576.85	576.85
		380	LADWP/380BISH	7/19/12	56504	14.85	14.85
		380	DWP/380BISHOP	7/19/12	56506	16.85	16.85
		380/BISH	LADWP/380B	7/19/12	56507	34.49	34.49
		380BIS	LADWP/380BISHOP	7/19/12	56505	504.48	504.48
		380BISOP	LADWP/.380	7/19/12	56508	17.14	17.14
62588	FARMER BROS. CO.	56208985	FRMRBRO/COFFE	7/19/12	56497	47.20	47.20
62589	BISHOP HEATING & AIR COND	28457	BISHEAT/PD	7/19/12	56493	135.76	135.76
62590	KNART	070212	KNART/SOAP	7/19/12	56503	11.84	11.84
62591	BRITT'S DIESEL & AUTOMOTI	34087	BRITS/TIRE	6/30/12	56479	1,166.89	1,166.89
62592	RITE-WAY POOL & SPA	24727	RITWAY/BRONNE	7/19/12	56519	973.72	973.72
62593	QUILL CORP	4267913 4290272	QUILL/PW QUILL/PWRKS	7/19/12 7/19/12	56515 56516	66.79 101.15	167.94
62594	C.P.C.A.	232.	CPCA/JULY12-JN13	7/19/12	56495	300.00	300.00
62595	INYO REGISTER	34113	INYOREG/ELECTION	7/19/12	56500	42.10	42.10
62596	DEPT OF WATER AND POWER	15849 15977 16785	LADWP/273SIERRA LADWP/3300WLN LADWP/PKLOTS	7/19/12 7/19/12 7/19/12	56510 56512 56511	504.17 1,367.38 1,200.00	3,071.55

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
62597	VERIZON WIRELESS	FIRE	VEZNRWLS/JNE12	6/30/12	56487	186.99	186.99
62598	MAMMOTH COMMUNITY	0003671	MTHWATR/JUNE12	6/30/12	56481	1,139.50	1,139.50
62599	THE SOUND SHOPPE	CCUPGRD	SOUNDSHPP/CCUPGRD	7/19/12	56523	3,496.04	3,496.04
62600	JIM MOFFETT	MOFFET	WTRTRAINING	7/19/12	56501	533.14	533.14
62601	BARTEL ASSOC LLC	12443	BARTEL/JUNE12	6/30/12	56480	1,920.00	1,920.00
62602	SUN RIDGE SYSTEMS, INC	2779	SUNRDG/DEC11NOV12	6/30/12	56484	7,127.00	7,127.00
62603	TRIAD/HOLMES ASSOCIATES	4.0477 4.0542	TRAIID/4002472 TRAIID/4002474	6/30/12 6/30/12	56486 56485	168.75 8,276.50	8,445.25
62604	GALLS AN ARAMARK COMPANY	512285768	GALLS/WENSPNT	7/19/12	56498	104.06	104.06
62605	RICOH PROD.PRINT SOLUTION	5242738	RICOH/JULYSEPT12	7/19/12	56517	203.25	203.25
62606	MUNICIPAL MAINT EQUIPMENT	0073829	MNCPALMAINT/CABLE	7/19/12	56513	182.55	182.55
62607	JIM MOFFETT	JMOFFET	REIMPANTS	7/19/12	56502	96.61	96.61
62608	VERIZON CALIFORNIA	UH8	VERZN/PDUH8	7/19/12	56521	587.08	587.08
62609	AMERICAN BACKFLOW SPECIAL	22899	AMRCNBCKFLW/PW	7/19/12	56490	285.76	285.76
62610	VERIZON BUSINESS	PD	VERZN/LONGDIST	7/19/12	56522	72.05	72.05
62611	CARMICHAEL BUSINESS TECH.	9235	CBT/POLICE	7/19/12	56496	700.00	700.00
62612	ROBERT HARRINGTON	TOILET	HARRNGTN/TOILET	7/19/12	56518	100.00	100.00
62613	BLIZZARD PROPERTY MNGMNT	3303	BLZRDPROP/PD	7/19/12	56494	130.00	130.00
62614	BURTONS FIRE INC	8666	BURTONS/ROPE	6/30/12	56478	675.52	675.52
62615	ANA CUMMINGS						

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Report No: PB1302
Run Date : 07/19/12

CITY OF BISHOP
CHECK REGISTER 7/19/12

Page 3

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
62616	JANA WRIGHT	ANA	VHCLUSELL/12	6/30/12	56488	50.00	50.00
62617	INGRAHAM TROPHIES & GIFTS	JANA	VHCLUSELL/12	6/30/12	56489	50.00	50.00
		56230	INGRHM/COUNCIL	7/19/12	56499	29.02	29.02
			CHECKS TOTAL				33,677.70

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RECYCLABLE

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
62618	PUBLIC EMP RETIREMENT SYS	AUG12	MEDPREM/AUG12	7/26/12	56563	34,737.80	34,737.80
62619	STATE COMPENSATION INSURA	01068012	PREMDEP12/13	7/26/12	56562	10,537.68	10,537.68
62620	PHILLIPS CAMERA HOUSE	27676	PHILLIPS/REPRNPTS	7/26/12	56546	37.71	37.71
62621	SOUTHERN CALIFORNIA EDISO	MVICR#43	SCE/JUNEJULY2012	7/26/12	56554	49.34	
		198MGRIVER	SCE/JUNJUL12	7/26/12	56551	36.05	
		85BRUC	SCE/JUNEJULY12	7/26/12	56553	25.15	
		85MAIN	SCE/JNJULY12	7/26/12	56552	154.10	
		85MVCRRPMP	SCE/MVCRPMP	7/26/12	56556	25.25	
		85YNYST	SCE/YANEY	7/26/12	56555	47.88	337.77
62622	PETTY CASH - PARKS DEPT.	PARKS	PETTYCASH/PRKS	6/30/12	56533	175.24	175.24
62623	DEPARTMENT OF WATER & POW	125GRV	LADWP/MAYJNE12	6/30/12	56529	85.07	
		293NHAIN	LADWP/29EMAIN	6/30/12	56528	42.75	127.82
62624	BISHOP WASTE DISPOSAL	SRMHP	BISHWSTE/SMHP	6/30/12	56525	207.64	207.64
62625	AMERIGAS - BISHOP	POOL	AMRGS/PRKPL	7/26/12	56539	305.44	305.44
62626	FEDERAL EXPRESS CORPORATI	795945867	FEDEX	6/30/12	56536	49.92	49.92
62627	RITE-WAY POOL & SPA	24749	RIETWAY/BRMINE	7/26/12	56548	764.99	
		24779	RIETWAY/POOLSUPP	7/26/12	56549	582.93	1,347.92
62628	PURCHASE POWER	JULY12	POSTAGE/JULY12	7/26/12	56530	242.36	242.36
62629	INYO REGISTER	03097	INYOREG/IYRSUB	7/26/12	56543	82.00	82.00
62630	DEPT OF WATER AND POWER	14156	LADWP/14156	7/26/12	56542	1,000.00	1,000.00
62631	VERIZON	FIRE	VERIZON/JULAUG12	7/26/12	56561	36.72	
		INTRNT	VERZN/JLY12INTNT	7/26/12	56559	89.99	
		1812455	VERZN/JULY12	7/26/12	56557	43.77	
		8724240	VERIZON/JULY12	7/26/12	56558	38.89	
		8735485	VERZN/FIRE	7/26/12	56560	44.93	254.30
62632	NIXON-EGLI EQUIPMENT CO	11112718	NIXNEGLI/SWEEPR	7/26/12	56544	128.49	
		11112750	NIXONEGLI/SWPRNAIN	7/26/12	56545	47.54	

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
62633	PETTY CASH - COUNCIL	COUNCIL COUNCIL	PETTYCASH/COUNCL	6/30/12	56532	69.45	176.03
			PETTYCASH/CNCL	7/26/12	56531	12.00	81.45
62634	SCHAT'S BAKKERY	PIES	SCHAT'S/4TRPIES	7/26/12	56550	185.00	165.00
62635	CHALFANT BIG TREES FARM	11536	CHLFNTRN/TREE	7/26/12	56541	68.53	68.53
62636	ENPLAN	0612364	ENPLAN/364-01.8	6/30/12	56527	8,750.00	8,750.00
62637	BANK OF AMERICA	KEITH	BOFA/KEITHC	6/30/12	56537	1,364.50	1,364.50
62638	TYCO INTEGRATED SECURITY	AUG12	TYCOSEC/AUG12	7/26/12	56540	245.01	245.01
62639	WAYLON CLELAND	WAYLON	REIMBBOOTS	7/26/12	56566	100.00	100.00
62640	PACIFIC TELEMANAGEMENT	416273	PACIFIC/AUG12	7/26/12	56547	65.00	65.00
62641	RESOURCE CONCEPTS, INC.	JUNE12	RESRCNCP/JUNE12	6/30/12	56526	7,165.04	7,165.04
62642	JOHN WEATHERFORD	WEATHFRD	TRENCHING	6/30/12	56524	65.00	65.00
62643	JESSICA BIEHL	BIEHL	REIME/SWIMLESS	7/26/12	56565	3.78	3.78
62644	OLIVIA HARTSHORN	OLIVIA	REIME/SWIMLES	7/26/12	56564	7.99	7.99
CHECKS TOTAL						67,700.93	67,700.93

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Report No: PBI302
Run Date: 07/30/12

CITY OF BISHOP
CHECK REGISTER 7/30/12

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
62645	BISHOP CHAMBER OF COMMERCE	AUG	CHAMBER AUG	7/30/12	56568	10,692.00	10,692.00
62646	STATE COMPENSATION INSURANCE	JULY	STATE FUND JULY VOL	7/30/12	56567	1,023.61	1,023.61
62647	SECURITY LIFE INSURANCE	AUG	AUG PREM/SWTHWORTH	7/30/12	56569	126.07	126.07
CHECKS TOTAL							11,841.68

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(9)

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

<u>BANK NAME</u>	<u>TYPE</u>	<u>AMOUNT</u>	<u>PERCENTAGE</u>
State Treasury	LAIF	\$ 5,049,699.97	.363%
TOTAL LOCAL AGENCY INVESTMENT FUND			\$ 5,049,699.97
TOTAL INVESTMENT PORTFOLIO			\$ 5,049,699.97



CALIFORNIA STATE TREASURER

Bill Lockyer

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	0.383	0.367	0.363	0.358	0.363					

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

www.treasurer.ca.gov/pmia-laif
 August 07, 2012

CITY OF BISHOP

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

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

July 2012 Stat

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
7/6/2012	7/6/2012	RW	1364460	CHERYL M. SOLESBEE	-150,000.00
7/13/2012	7/12/2012	QRD	1366457	SYSTEM	4,358.89
7/23/2012	7/20/2012	RD	1368401	CHERYL M. SOLESBEE	250,000.00

Account Summary

Total Deposit:	254,358.89	Beginning Balance:	4,945,341.08
Total Withdrawal:	-150,000.00	Ending Balance:	5,049,699.97

**BISHOP FIRE DEPARTMENT
ACTIVITY LOG**

(h)

July, 2012

Date	RunID #	ACTIVITY	City	District	Contract	Other
3-Jul	12-0307109	Burning Log, Field West of School, Indian Trail			12	
4-Jul	12-0407110	Brush Fire, Rear of 391 Pa Me Lane			16	
4-Jul	12-0407111	Brush Fire, Rear of 1300 North Main St./ Highway 6	11			
6-Jul	12-0607112	Unauthorized Burning, Highway 168				11
7-Jul	12-0707113	EMS Assist, 463 High Street	18			
7-Jul	12-0707114	EMS Assist, Hwy 395 at Collins Road		18		
7-Jul	12-0707115	Brush Fire, South of Big Pine, Fish Incident				19
7-Jul	12-0707116	Good Intent, South of Bishop, Bishop Canal	15			
7-Jul	12-0707117	Brush Fire, Bottom of Grade, Hwy 395 Sherwin Incident				13
7-Jul	12-0707118	Illegal Fireworks, 2736 Carol Lane		*		
8-Jul	12-0807119	Vehicle Fire, Northbound Hwy 395 just below Sand Shed				10
8-Jul	12-0807120	Two Vehicle T.C., Front of 1260 No. Main St.	12			
9-Jul	12-0907121	Brush Fire, Rekindle Sherwin Incident, Lower Rock Creek Rd				8
9-Jul	12-0907122	Smoke Detector Activation, False Alarm, 463 Rocking K Drive		9		
11-Jul		Work Night	10	9		
12-Jul	12-1207123	Good Intent, Smoke Scare, 700 Block of No. Main St.	10			
14-Jul	12-1407124	HazMat, Oil in Creek rear of Residents on Carol Lane		2		
16-Jul	12-1607125	Rubbish Fire, Rear of 350 Cottonwood Road (Wilkerson)		15		
16-Jul	12-1607126	Vehicle T.C., Highway 168 just east of South Lake Turn off				16
17-Jul		Training/Live Fire, Hose lay with Type II Engines	10	10		
18-Jul	12-1807127	Dryer Fire, 1510 Matlick Lane		14		
18-Jul	12-1807128	Good Intent, Smoke Scare, Hwy 395 at Ed Powers Road				16
18-Jul		Departmental Meeting	14	14		
19-Jul	12-1907129	Vehicle Fire, Plant 4				9
19-Jul	12-1907130	Vehicle into Creek, Front of Highlands MH Park		10		
20-Jul	12-2007131	Good Intent, Hot Brakes, Sherwin Grade				10
25-Jul	12-2507132	Hot Light Ballast, 150 Pioneer Northern Inyo Hospital	13			
25-Jul	12-2507133	Vehicle vs. Power Pole, Front of 2035 North Sierra Hwy		12		
25-Jul	12-2507134	Structure Fire, 515 South Pa Ha. Lane				24
26-Jul	12-2607135	Unauthorized Burning, Williams Creek		14		
28-Jul	12-2807136	Good Intent, Rear of 664 Sewaye Lane				15
28-Jul	12-2807137	Good Intent, Area of Johnston Drive	16			
31-Jul		Training/Drill, Pumper Relay and SCBA/PPE	9	10		

* 101 Responded

29

Total Responding Personnel

City	138
District	204
Contract	67
Other	112

Totals Calls

7
9
4
9
<hr/> 29

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KAC*

SUBJECT: UPDATE ON COUNTY ENERGY ACTION PLAN

DATE: AUGUST 13, 2012

BACKGROUND/SUMMARY

Inyo County has developed a Draft Energy Action Plan (EAP). This EAP has been built on the premise that the County recognizes the costs related to inefficient energy use and the advantages associated with energy efficiency. The Plan outlines the policies, strategies and programs that will guide energy reduction at County facilities.

RECOMMENDATION

Hear the update from Cathreen Richards, Associate Planner with the Inyo County Planning Department on the Draft Energy Action Plan.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KAC*

SUBJECT: CITY RESPONSES TO 2011-2012 INYO CO. GRAND JURY REPORT

DATE: AUGUST 13, 2012

Attachments:

1. Draft Responses to the 2011-2012 Inyo County Grand Jury Report
2. Response cover letter for Mayor and Police Chief signature
3. 2010-2011 Grand Jury Report
4. List of Grand Jury Recommendations Relating to PD Facility 1999-2012

BACKGROUND/SUMMARY

Attached for City Council review is the draft response to the comments made to the City in the 2011-2012 Inyo County Grand Jury Report. When approved, the document will be forwarded to the Inyo County Superior Court with a cover letter signed by the Mayor and Chief of Police, the required respondents.

RECOMMENDATION

Review the draft document for action to approve the responses with or without modifications.

**CITY OF BISHOP RESPONSES
TO THE
2011-2012 INYO COUNTY GRAND JURY REPORT**

Annual Inspection of Incarceration Sites
Report on the Conditions and Management of the Bishop Police Department Holding Facility

BISHOP POLICE DEPARTMENT HOLDING FACILITY AND OVERALL FACILITY

FINDINGS:

- F1.) In addition to the Grand Jury inspections of the holding cell facilities, the Bishop Fire Department and Inyo County Environmental Department inspect the facilities and have determined that they are adequate.**

Response:

The City of Bishop agrees with the finding.

- F2.) The holding cells appear adequate for the use intended, and are in fair shape. Some areas have the paint chipped off by the occupants.**

Response:

The City of Bishop agrees with the finding.

- F3.) The overall facility is cramped, and it is clear that the facility is of an inadequate size for the number of persons operating the facility.**

Response:

The City of Bishop agrees with the finding.

- F4.) There is a definite need for separate interview rooms for suspects and victims/witnesses.**

Response:

The City of Bishop agrees with the finding.

- F5.) Although the Police Department is budgeted for 14 officers, the department currently only has 12 officers. Officers currently work 12 hour shifts and absences due to sickness and vacations are covered by overtime pay. Due to current budget constraints, it is doubtful that the additional two officers will be hired in the near future.**

Response:

The City partially disagrees with the finding. The Bishop Police Department staffing levels currently encompass 11 full-time sworn officers.

- F6.) The bullet proof glass to protect the dispatcher that was the subject of the 2010 Grand Jury has not been installed, although arrangements for acquiring the glass have been made.**

Response:

The City of Bishop wholly disagrees. The Grand Jury Report of 2010-2011 reflected the need for some type of barriers to protect civilian staff. No actual recommendation

of bullet proof glass was made. Dispatchers are currently protected by bullet proof glass. Arrangements to acquire additional protective materials, including bullet proof glass, are still being made to protect other civilian staff working in the Police Department building.

RECOMMENDATIONS/COMMENDATIONS:

R1.) Commendation to the Bishop Police Department for their continued good work.

Response:

The recommendation has been implemented and Chief Carter and staff have again been commended for their continued efforts at making excellent use of the space available.

R2.) The painted surfaces within the holding cells should be sanded and painted to prevent further chipping.

Response:

The recommendation has been implemented. The holdings cells have been painted and repaired to the extent possible.

R3.) The City of Bishop should establish a capital improvement budget for ultimately relocating the Police Department to a larger facility that meets current and future needs.

Response:

The recommendation has not been implemented. See response to Recommendation 4.

R4.) Somehow, the floor plan of the current facility must be adjusted to provide separated interview spaces for suspects and victim/witnesses. There should be a study conducted to identify additional space within the current facility where interviews can be conducted without conflicts.

Response:

The recommendation has been implemented. A study group has been convened and a proposed new floor plan is being prepared. Upon completion, the City will explore avenues of funding in order to make capital improvements to the existing structure which will allow for adequate design and space to meet the current and future needs of the Police Department.

R5.) The department should review staffing levels and determine whether it is a better use of resources to pay overtime rather than hire additional officers.

Response:

The recommendation has been implemented. The Police Department and City Council regularly review staffing levels and service demands in order to best utilize general fund expenditures in conducting police operations.

R6.) The bullet proof glass for the dispatcher's window should be installed as soon as possible.

Response:

The recommendation has been implemented. Dispatchers are currently protected by bullet proof glass. Measures to enhance security for other civilian staff, including the acquisition of bullet proof glass, are being explored and will be implemented as funding becomes available.

DRAFT

Date: _____

Superior Court of California
County of Inyo
Dept. 1, Box U
Independence, CA 93526

The Bishop City Council and staff would like to thank the 2011-2012 Inyo County Grand Jury members for their review and comments on the Bishop Police Department holding cells and overall facility.

California Penal Code § 933 et. seq. requires that public agencies respond to the findings and recommendations set forth by the Grand Jury of the County. Enclosed is the City's response in the required format as set forth in the California Penal Code.

CITY COUNCIL

BISHOP POLICE DEPARTMENT

David Stottlemyre, Mayor

Chris Carter, Chief of Police

RECEIVED

JUL 13 2012

CITY OF BISHOP

**NOTICE TO OFFICERS,
AGENCIES,
DEPARTMENTS AND
GOVERNING BODIES OF
PUBLIC AGENCIES**

- 1. You have been provided a copy of the Grand Jury's Final Report two working days prior to its public release and after its approval by the presiding judge. You are prohibited from disclosing any contents of the report prior to the public release of the report. (Penal Code Section 933.05(f).**
- 2. If you are required to respond to the findings and recommendations of this report, you are urged to review the provisions of Penal Code Section 933.05 subsections (a), (b) and (c), before submitting your response.**
- 3. For 45 days after the end of our term, the foreman and designee shall, upon reasonable notice, be available to officers, agencies, departments of governing in this report, for clarification of the recommendations directed to them. (See Penal Code Section 933 (a).**

**CITY OF BISHOP POLICE DEPARTMENT HOLDING CELLS
AND OVERALL FACILITY
BISHOP, CALIFORNIA**

Reason for Investigation

Per California Penal Code §919, the Grand Jury is required to "inquire into the condition and management of all public prisons" within Inyo County

Method of Investigation

The Grand Jury inspected the City of Bishop Police Department "holding cells" and overall facility adequacy on September 21, 2011. Lieutenant Fred Gomez of the Bishop Police Department answered questions and led the inspection of the facility. There are two holding cells and a booking cell at the facility, 16 or fewer persons can be held at the facility at one time. Maximum holding time at this facility is 6 hours, and the facility has no need for cooking or medical facilities for persons being held due to the short durations of confinement in the holding cells. Prisoners are transported to the Inyo County Jail for processing and prearranged confinement.

Findings

- F1.) In addition to the Grand Jury inspections of the holding cell facilities, the Bishop Fire Department and Inyo County Environmental Department inspect the facilities and have determined that they are adequate.
- F2.) The holding cells appear adequate for the use intended, and are in fair shape. Some areas have the paint chipped off by the occupants.
- F3.) The overall facility is cramped, and it is clear that the facility is of an inadequate size for the number of persons operating the facility.
- F4.) There is a definite need for separate interview rooms for suspects and victim's/witnesses.
- F5.) Although the Police Department is budgeted for 14 officers, the department currently only has 12 officers. Officers currently work 12 hour shifts and absences due to sickness and vacations are covered by overtime pay. Due to current budget constraints, it is doubtful that the additional two officers will be hired in the near future.
- F6.) The bullet proof glass to protect the dispatcher that was the subject of the 2010 Grand Jury has not been installed, although arrangements for acquiring the glass have been made.

Recommendations/Commendations

- R1.) Commendation to the Bishop Police Department for their continued good work.
- R2.) The painted surfaces within the holding cells should be sanded and painted to prevent further chipping,
- R3.) The City of Bishop should establish a capital improvement budget for ultimately relocating the Police Department to a larger facility that meets current and future needs.
- R4.) Somehow, the floor plan of the current facility must be adjusted to provide separated interview spaces for suspects and victim/witnesses. There should be a study conducted to indentify additional space within the current facility where interviews can be conducted without conflicts.
- R5.) The department should review staffing levels and determine whether it is a better use of resources to pay overtime rather than hire additional officers.
- R6.) The bullet proof glass for the dispatcher's window should be installed as soon as possible.

Response required

Pursuant to Penal Code §933.05, the Inyo County Grand Jury requests responses to each of the specific findings and recommendations. It is required that responses from elected officials are due within 60 days of the receipt of this report and 90 days for others.

City of Bishop Police Chief
City of Bishop Town Council —

**INYO COUNTY GRAND JURY RECOMMENDATIONS
RELATING TO ADEQUACY OF FACILITY SPACE
FOR THE BISHOP POLICE DEPARTMENT**

Year	Grand Jury Comment	Police Chief
2011-2012	Establish a capital improvement budget for larger facility / Adjust current facility floor plan	Carter
2010-11	Make it a priority to search for larger facility / install barriers for safety of civilian staff	Carter
2009-10	Search / negotiate for new facility	Sheehan
2008-09	Search / negotiate for new facility	Sheehan
2007-08	City should search for a larger facility	Sheehan
2006-07	Facility space issue	Pecsi
2005-06	Facility space issue	Pecsi
2004-05	Facility space issue	Pecsi
2003-04	No comment	Pecsi
2002-03	Facility space issue	Pecsi Hired 9/1/02 Slawson Acting 8/1/02 Dishon Retired 8/1/02
2001-02	Facility space issue	Dishon
2000-01	Facility space issue	Dishon
1999-00	Storage space issue	Dishon

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR/Community Services Director *KSC*

SUBJECT: **Award Bid of Waste Disposal Services**

DATE: August 13, 2012

BACKGROUND/SUMMARY

The City of Bishop currently contracts for propane and gasoline services with local vendors. Bids are received, reviewed and awarded on a one-year basis with the potential for two additional one-year extensions if services are determined to be responsive.

At the July 25, 2012 City Council meeting, Council approved the bid procedure for waste disposal services. The lowest responsive bidder would provide waste disposal for designated City facilities.

The City advertised and received two responsive bids. The bid packets were publicly opened at 9:00 a.m. on August 3, 2012.

Bids were as follows:

Preferred Septic and Disposal - Subtotal from bid sheet - \$1,410.75 per month

Additional discounts offered

- Donation of dumpsters at the Fire Station (\$87.76 per month)
- Donation of Fire Training Facility (\$58.69 per month)
- 5% discount if bill is paid within 30 days of invoice (\$63.21 per month)

Total Bid Per Month = \$1,201.09

Bishop Waste Disposal - Subtotal from bid sheet – 1,283.39 per month

Additional discounts offered

- 5% multi-bin discount (\$64.16 per month)

Total Bid Per Month = \$1,219.23

RECOMMENDATION

Council consideration to approve a contract for waste disposal services with Preferred Septic and Disposal to be awarded on a one-year basis with the potential for two additional one-year extensions if determined to be responsive.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KAC*

SUBJECT: Creation of Assistant Finance Director and Recreation Supervisor Positions

DATE: August 13, 2012

Attachments: Draft Assistant Finance Director Job Description
Draft Recreation Supervisor Job Description
Draft 2012-2013 Salary Schedule

BACKGROUND/SUMMARY

During the past twelve months the City has transitioned toward a slightly different organizational structure. The current City Administrator wears several hats (City Administrator, Finance Director, City Clerk, Planning Director, Personnel Director, and Community Services Director) and has needed to delegate certain responsibilities to the Community Services Department and Finance/Administration to allow for optimum efficiency.

The following changes have been recommended for Council consideration:

- Eliminate **Assistant City Administrator/Community Services Director** from the Salary Schedule
- Add **Assistant Finance Director** to the Salary Schedule
- Add **Recreation Supervisor** to the Salary Schedule
- Identify the **Accounting Secretary/Budget Manager** as "Not Filled"
- List **Parks, Recreation and Facilities Worker** as "Not Filled"

With the elimination of the administrative position and adjusting the salaries for the two new positions it would create approximately \$178,745 in annual savings.

RECOMMENDATION

Council review of the addition of Assistant Finance Director and Recreation Supervisor to the salary schedule and consideration to:

- a) Approve the appropriate job descriptions;
- b) Approve the revisions to the 2012-2013 Salary Schedule and authorize the appropriate budget adjustments;
- c) Authorize the City Administrator to make the appropriate internal appointments to the recommended positions.

CITY OF BISHOP

ASSISTANT FINANCE DIRECTOR

DEFINITION

The Assistant Finance Director is a mid-management position reporting to the City Administrator that will assist in the overall planning, organization, and management of the Finance Department; assist with the preparation of the City's annual budget and in the research and development of revenue and expenditure forecasting; assist in the preparation of the City's financial statements and audits; and perform related duties as required.

SUPERVISION RECEIVED AND EXERCISED

- Receives direction from the City Administrator.
- Exercises direct supervision over part-time office assistants.

EXAMPLE OF DUTIES – Duties may include, but are not limited to, the following:

1. Responsible for consulting with and advising the City Administrator on the financial conditions of the City and making recommendations for specific courses of action.
2. Conferring with City staff in coordinating preparation of ordinances and resolutions relating to budget expenditures, revenues, and other fiscal problems.
3. Supervising staff including selection, training, assigning and evaluating work, and establishing work standards.
4. Assisting in the development and implementation of goals, policies, and priorities relating to financial management, budget, accounting, auditing, payroll, and data processing.
5. Reviewing and recommending improvements to accounting, budgeting, reporting, auditing, and data processing procedures; serving as a resource for department personnel, City staff, other governmental agencies, and the public about City finance and accounting policies.
6. Devising and recommending accounting and management procedures aimed at improving municipal operations.
7. Presenting technical information to large and small groups; and implementing new procedures.

QUALIFICATIONS

Possess significant knowledge of:

- Modern principles, methods and practices of municipal finance, budgeting, accounting, auditing, and research analysis;
- Principles of supervision, and laws and ordinances regulating public finance and accounting.

Ability to:

- Analyze a variety of financial problems and make sound policy and procedural recommendations.
- Communicate clearly and concisely, orally and in writing.
- Properly interpret and make decisions in accordance with laws, regulations, and policies.
- Establish and maintain effective working relationships with City staff, the public and other business and governmental agencies.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

A minimum of five years of progressively responsible experience in accounting and financial work including considerable administrative and supervisory level experience. Municipal accounting experience preferred.

Training:

A Bachelor's degree from an accredited college or university with major course work in accounting or business administration is desirable.

Licenses or Certifications

A valid California driver's license is also required.

PHYSICAL, MENTAL AND EMOTIONAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The employee must be physically able to sit for long periods of time at a desk writing, talking on the phone, checking emails or inputting data on a computer in a climate-controlled office under artificial lighting, and attending both on and off-site meetings.
- The employee must have the ability to develop and maintain cooperative working relationships; remain composed and respond appropriately to difficult situations; recognize emotionally charged issues or problems, cope effectively with various responses and apply sound judgment in problem solving.
- While performing the duties of this job, the employee is occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; push and pull; talk or hear; and smell.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works in a typical office setting with fairly constant temperatures. The employee occasionally works in outside weather conditions. The employee occasionally works on or near moving mechanical parts and in high and/or precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock and vibration. The noise level in the work environment is usually quiet to moderate.

A minimal amount of travel within the local area is required. There is occasional travel to other areas inside the State to attend various conferences or training.

**CITY OF BISHOP
COMMUNITY SERVICES
RECREATION SUPERVISOR**

GENERAL DESCRIPTION

Responsible for planning, organizing, and managing programs of the Parks and Recreation / Community Services Department; performing general administrative tasks and coordinating facility operations for comprehensive recreation and community service programs including program development, evaluation, policy development and implementation, and budgeting.

Responsible for coordinating specialized activities within a recreational program such as adult and youth sports, after-school and camp programs and aquatics, special events, community services and recreational facilities maintenance and operations.

SUPERVISION RECEIVED AND EXERCISED

- Receives general supervision from the Community Services Director.
- May exercise direct supervision over part-time, seasonal employees and volunteer staff.

EXAMPLE OF DUTIES - Duties may include but are not limited to the following:

1. Create, coordinate, and promote specific recreation activities and programs such as excursions, special events, and athletics on a city-wide basis.
2. Organize and direct the provision of senior services, adult or youth programs and aquatic programs.
3. Supervise, train and evaluate assigned part-time, seasonal and volunteer staff.
4. Provide exceptional service to internal and external customers.
5. Monitor program compliance with laws, rules and regulations related to provision of recreation and senior services.
6. Monitor budget and revenue in assigned unit and prepare budget documents as needed.
7. Purchase program supplies and equipment for assigned unit.
8. Maintain awareness of new developments and trends in recreation; incorporate as appropriate into programs.

9. Participate in preparing program and event publicity, including news releases, flyer, pamphlets and brochures.
10. Provide information and referrals to program participants, school officials and community groups regarding program offerings and coordination of services.
11. Maintain records and develop reports concerning new or ongoing programs and program effectiveness; maintain records for registration fees collected.
12. Plan, implement and schedule special events and activities relating to assigned programs including interaction with other departments or community organizations.

Park Facilities Application and Agreement

- Co-management of reservations, fields and facilities, working with appropriate staff.
- Track and coordinate event conditions and field maintenance and safety issues.

Special Events

- Supervision and evaluation of instructors, staff and volunteers.
- Evaluation surveys for participants and instructors.
- Marketing of classes including yearly brochure, website and postcards/flyers.
- Oversight of the City's special events.

Youth/Adult Programs

- Coordination of age appropriate programs and services
- Oversight of field allocation/facilities manager.
- Supervision and evaluation of programming.
- Facility coordination and supervision.

QUALIFICATIONS

Possess significant knowledge of:

- Principles and practices of supervision, training and personnel management.
- Procedures and methods related to a variety of recreational, special event, aquatics, and recreational facilities maintenance and operations.
- Basic principles and practices of recreation administration.
- Recreational, cultural, and social needs of the community.
- Modern office practices, procedures, methods and equipments, including Word, Excel, or other computerized registration software program.

Ability to:

- Plan, communicate, train, lead and evaluate staff.
- Exhibit initiative, creativity and responsibility.
- Coordinate and organize community services, recreation and leisure time activities and specialized events.
- Assist in recreation program planning and development.
- Prepare and distribute publicity concerning new or ongoing recreation offerings.
- Recruit and train staff and volunteers.
- Understand community needs in a variety of recreation areas and evaluate activities according to those needs.
- Keep organized files and maintain consistent and accurate records.
- Communicate clearly and concisely, both orally and in writing.
- Appear for work on time.
- Follow directions from the Community Services Director.
- Understand and follow posted work rules and procedures.
- Accept constructive feedback.
- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Successfully complete a thorough background review including being fingerprinted by the Bishop Police Department prior to employment.

EXPERIENCE AND TRAINING GUIDELINES

Experience

- Five years of full time experience in recreation including three years of supervisory experience or an equivalent combination of education and experience.

Training

- A Bachelor's degree from an accredited college or university with major course work in recreation administration, human services and development, public administration, or a related field.

Licenses and Certifications

- Possession of, or ability to obtain, an appropriate, valid California Driver's license.
- Obtain Certified Pool Operator and Pesticide certificates within one year of employment and/or other professional certifications as deemed appropriate.

Miscellaneous

This position may be required to work weekend, evening and overtime hours as needed. Position may be required to adjust schedule as needed to accommodate programming needs.

PHYSICAL DEMANDS

The following sections deal with the physical demands of the job.

A. Terminology used repeatedly is defined as follows:

Not Present	Activity or condition does not exist
Rarely	Activity or condition exists up to one-sixth of the time
Occasionally	Activity or condition exists up to one-third of the time
Frequently	Activity or condition exists from one-third to two-thirds of the time
Constantly	Activity or condition exists two-thirds or more of the time

B. Normal physical demands are described as follows:

Standing	Constantly – To maintain the entire body in erect posture without change in location, but often in conjunction with walking. The worker stands while doing all jobs and tasks except while actually operating motorized equipment.
Walking	Constantly – Movement of the entire body for certain distances using an I/toe gait. The worker walks while doing all jobs and tasks except while actually operating motorized equipment.
Sitting	Occasionally – The ability to rest weight on buttocks and back of thighs while legs are bent at the knees. The workers sits while in or on vehicles, to and from jobs in trucks, plowing snow, operating the tractor or mower, and during normal breaks and lunch periods as applicable.
Driving	Occasionally – Vehicles driven include trucks, mowers, ATV's. Vehicles are equipped with a standard transmission, and surfaces traveled would include City streets and unpaved areas.
Lifting	Occasionally – The exertion of physical strength necessary to move objects from one level to another and often used in conjunction with carrying.

Although lifting is done on an occasional basis, it is estimated that 5 percent of all lifting is zero to ten pounds, 50 percent of all lifting is 10 to 25 pounds, 30 percent is 25 to 50 pounds, 14 percent is 50 to 75 pounds and 1 percent is over 75 pounds. The heaviest item lifted is a bag of cement which weighs 94 pounds. There are a number of large pieces of equipment and tools that must be lifted. They are heavy and are very cumbersome and require twisting of the body. Lifting is required in awkward positions (e.g. pipe work in trenches and backflow valves for testing).

Shoveling Occasionally – Moving varied materials (e.g. earth, concrete, and asphalt concrete) with a shovel in trenches and above ground.

Carrying Occasionally – Used in conjunction with walking, and often with lifting, weight is either held or rested directly on hands, arms, shoulders and back. As with lifting, it is estimated that 5 percent of all carrying is zero to ten pounds, 50 percents is 10 to 25 pounds, 30 percent is 25 to 50 pounds, 15 percents is 50 to 75 pounds, and 1 percent is over 75 pounds. There are a number of large pieces of equipment and tools that must be carried. They are heavy and are very cumbersome and require twisting of the body.

Pushing/Pulling Rarely – The exertion of force upon or against an object in order to move it away and/or draw or haul toward oneself. The worker uses pushing/pulling when loading landscape maintenance equipment, chalking machines, field drags, etc.

Bending Occasionally – The ability to flex the upper-trunk forward with knees extended, standing with knees flexed or while sitting. The worker bends when doing shovel and pick work in numerous landscape maintenance duties.

Twisting at the Waist Occasionally – Rotation of the entire body to change in direction. The worker twists at the waist when doing shovel and pick work.

Stooping Occasionally – Flexing the upper trunk forward at the waist while partially flexing the knees. The worker stoops while doing shovel and pick work and using hand tools including irrigation maintenance and

repair, tennis court repair, trimming, and planting.

Kneeling	Rarely – Positioning the body with one or both knees fully flexed and resting on a level surface. The worker kneels when completing job tasks involving irrigation repair and maintenance, tennis court repair, and landscaping duties.
Crawling	Not present.
Climbing	Rarely – Used to ascend or descend ladders, scaffolding, stairs, poles and/or inclined surfaces. The worker climbs ladders for building maintenance and repair, tree trimming, painting, roof maintenance.
Balancing	Not present.
Reaching Overhead	Constantly – Positioning arms with extensions of elbows above shoulder level. The worker reaches overhead to change light bulbs in light fixtures, pruning trees, and painting.
Reaching in Front	Constantly – Positioning arms with any degree of elbow flexion in front of the body. The worker reaches in front while in all phases of this job.
Reaching Below Waist Level	Frequently – Positioning arms with extension of elbows below waist level. The worker reaches below waist level while doing shovel and pick work, operating equipment, turning valves, painting, and moving materials.
Handling	Required – The worker will handle items which include shovels, brooms, picks, axes, hand tools, and machinery throughout the workday.
Fine Finger and Hand Dexterity	Required – Flexion and extension of fingers with opposition of thumb. Fine finger and hand dexterity is utilized when doing paperwork.
Gross Hand and Finger Dexterity	Required – Flexion and extension of fingers and with the opposition of the thumb while using the palm of the hand. The worker uses average gross hand and finger dexterity to use hand tools and machinery.

Hand and Wrist Movement

Required – The worker uses average hand and wrist movement in order to do all phases of this job.

Vision

Required – The worker will use average visual acuity in order to complete all job tasks.

Hearing

Required – The worker uses average hearing ability in order to communicate with others and be aware of his surroundings.

Speech

Required – The worker uses average communication skills to communicate with the public and for safety purposes.

Environment Factors

Unprotected Heights

Not present.

Being Around Moving Machinery

Frequently – The worker performs job duties near moving machinery which includes all trucks and equipment.

Exposure to Dust, Fumes, Smoke, Gases, or Other Irritants

Occasionally – The worker is exposed to shop dust, pool chemicals, cleaning chemicals, and outdoor dust.

Driving Automotive Equipment

Occasionally.

Exposure to Excessive Noises

Occasionally – The worker is exposed to noises caused by heavy equipment and tools.

Exposure to Radiant or Electrical Energy

Occasionally.

Exposure to Solvents, Grease, or Oils

Occasionally.

Exposure to Slippery or Uneven

Frequently.

Walking Surfaces

Working Below Ground Occasionally.

Unusual Fatigue Factors Occasionally.

Working with Explosives Not present.

Excessive Vibration Occasionally – Using a jack hammer or heavy equipment.

Working with Hand in Water or Other Substances The worker will occasionally be required to complete job tasks while one or both hands are submersed in water and sewage.

Working Proximity Frequently – May work alone on emergency call out.

Working Inside Occasionally.

Working Outside Frequently.

Temperature The worker is subject to ambient weather conditions which include a height of 105 degrees and a low of -10 degrees Fahrenheit.

Miscellaneous

- A. Machinery utilized – Pickup trucks, flatbed trucks, riding mowers, tractors, ATV's, large pumps, chemical pumps and feeders, athletic facility and public building electrical and mechanical systems.
- B. Tools utilized – Portable power tools, weed trimmers, hedgers, mowers, compressors, grinders, drill press, hand tools.

CITY OF BISHOP
MONTHLY SALARY SCHEDULE
July 1, 2012- June 30, 2013

ADMINISTRATION

Position	Step 1	Step 2	Step 3	Step 4	Fixed
City Administrator/Community Services Director					\$11250
Asst City Administrator/Comm Services Director (Not Filled)					—9788
Executive Secretary/Assistant City Clerk	4448	4893	5381	5919	

FINANCE DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Assistant Finance Director					\$6893
Accounting Secretary/Budget Manager (Not Filled)	4448	4893	5381	5919	
Accounting Secretary (Not Filled)	3692	4197	4704	5209	

COMMUNITY SERVICES DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Community Services Director (Not Filled)					\$9263
Community Services Secretary	3523	3876	4262	4689	
Parks and Recreation Supervisor	3645	4010	4410	4852	
Parks, Recreation and Facilities Worker (Not Filled)	3311	3643	4006	4407	
Recreation Supervisor	3645	4010	4410	4852	

FIRE DEPARTMENT

Position	Fixed
Fire Chief	\$9263

POLICE DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Chief					\$9263
Lieutenant					8055
Sergeant	5308	6368	7005		
Police Officer	4944	5494	6104		
Police Services Technician	3395	3734	4107	4518	
Communications Operator	3395	3734	4107	4518	
Police Services Secretary/Records Supervisor I (Not Filled)	3523	3876	4262	4689	
Police Services Secretary/Records Supervisor II	3983	4381	4820	5301	

PUBLIC WORKS DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Public Works Director					\$9263
Public Services Officer	4699	5169	5686	6254	
Public Works Superintendent	5022	5524	6076	6685	
Public Works Supervisor	4699	5169	5686	6254	
Lead Maintenance Worker (Not Filled)	4154	4570	5027	5531	
Maintenance Worker	3645	4010	4410	4852	
Public Works Secretary	3523	3876	4262	4689	

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

SUBJECT: AUDITOR AGREEMENT – LABOR COST REPORT

DATE: AUGUST 13, 2012

Attachments: Agreement with Larry Bain, CPA

BACKGROUND/SUMMARY

At the request of Mayor Stottlemire the auditor has provided an estimated cost of \$500-\$1,000 to prepare a labor report on salaries, wages and benefits for current employees, health care benefits for retirees, and required GASB 45 reporting for Fiscal Year 2011-2012.

RECOMMENDATION

Review the agreement and consider Council action to approve the agreement with Larry Bain CPA to perform the labor report for Fiscal Year 2011-2012.

**Larry Bain, CPA,
An Accounting Corporation
2148 Frascati Drive
El Dorado Hills, CA 95762
Telephone (916) 601-8894**

City Council
City of Bishop, California

This will confirm our understanding of the agreed-upon procedures we will provide to the City of Bishop (City) regarding procedures requested by the City for the fiscal year ending June 30, 2012 salary and benefits.

This engagement to apply agreed-upon procedures will be performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the management of the City. Consequently, we will make no representations regarding the sufficiency of the procedures described below either for the purpose for which the report has been requested or for any other purpose.

The procedures will be as follows:

1. Prepare a labor report for 2011/12 salary and wages, PERS contributions, PARS [contributions, miscellaneous deferred compensation 2% matching contributions, health care benefits for current employees, health care benefits for retiree's and contributions for other than pension expense benefit contributions (GASB 45). We will prepare the labor report by fund and by department as agreed to by accountant and City.

As part of this engagement we will not perform an examination of the internal control structure of the City as a whole, the objective of which would be the expression of an opinion on the internal control system. Accordingly, we will not express such an opinion. Had we been engaged to perform an examination of the internal control structure additional procedures would be required.

The workpapers for this engagement are the property of Larry Bain, CPA, An Accounting Corporation and constitute confidential information. However, we may be requested to make certain workpapers available to regulatory agencies pursuant to authority given to it by law or regulations. If requested, access to such workpapers will be provided under the supervision of this Accounting Corporation. Furthermore, upon request, we may provide photocopies of selected workpapers to the regulatory agency. The regulatory agency may intend, or decide; to distribute the photocopies or information contained therein to others, including other regulatory agencies.

The fee for these services will be at our standard hourly rate of \$95-150 depending on personnel assigned to the engagement. We agree that our gross fee, including expenses, will be between \$500-\$1,000 for the procedures described above. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please return a signed copy to our office.

Very truly yours,


Larry Bain, CPA, 7/27/12
An Accounting Corporation

This letter correctly sets forth the understanding of the City of Bishop

By: _____

Title: _____

Date: _____

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

SUBJECT: RESOLUTION NO. 12-18 – CHANGE OF CONTROL OF CABLE TELEVISION FRANCHISE

DATE: AUGUST 13, 2012

Attachments: Resolution No. 12-18
Suddenlink Cover Letter dated July 26, 2012

BACKGROUND/SUMMARY

Cequel III Communications I, LLC doing business as Suddenlink Communications has entered into a Purchase and Sale Agreement with Nespresso Acquisition Corporation. As the Franchise Authority, the City of Bishop has been asked for consent to the change of control in connection with the Transaction.

According to the information provided by Suddenlink the change at the investor level will have no effect on consumers. The letter states, "Suddenlink will continue to provide high-quality communications services to customers without interruption, and it has no existing plans to discontinue any existing service or to implement any changes in rates, terms, or conditions in connection with the Transaction."

Resolution No. 12-18 is presented for Council consideration.

RECOMMENDATION

Review Resolution No. 12-18 and related documents for consideration and, if appropriate, adopt the resolution by title only.

RESOLUTION NO. 12-18

A RESOLUTION OF THE CITY COUNCIL, CITY OF BISHOP, STATE OF CALIFORNIA,
APPROVING THE CHANGE OF CONTROL OF THE CABLE TELEVISION FRANCHISE

WHEREAS, Cequel III Communications I, LLC d/b/a/ Suddenlink Communications ("Franchisee" or "Suddenlink") owns, operates, and maintains a cable television system serving City of Bishop pursuant to a franchise agreement or similar authorization (the "Franchise") issued by City of Bishop (the "Franchise Authority"), and Franchisee is the duly authorized holder of the Franchise; and

WHEREAS, Cequel Communications Holdings, LLC ("Cequel"), the parent of the Franchisee, has entered into a Purchase and Sale Agreement (the "Agreement") with Nespresso Acquisition Corporation ("Nespresso"), pursuant to which all of the issued and outstanding equity interests of Cequel will be acquired by Nespresso (the "Transaction"), and

WHEREAS, Franchisee has requested the consent of the Franchise Authority for the change of control of the Franchise in connection with the Transaction in accordance with the requirements of the Franchise and applicable law and has filed with the Franchise Authority an application on FCC Form 394 that includes relevant information concerning the Transaction and Nespresso (collectively, the "Application"); and

WHEREAS, the Franchise Authority has reviewed the Application, examined the legal, financial and technical qualifications of the relevant parties, followed all required procedures to consider and act upon the Application, and considered the comments of all interested parties; and

WHEREAS, the Franchise Authority believes it is in the interest of the community to approve the Application and the change of control of the Franchise in connection with the Transaction, as described in the Application.

NOW, THEREFORE BE IT RESOLVED BY THE FRANCHISE AUTHORITY AS FOLLOWS:

SECTION 1. The Franchise Authority hereby approves the Application and consents to the change of control of the Franchise in connection with the Transaction, all in accordance with the terms of the Franchise and applicable law.

SECTION 2. The Franchise Authority's approval of the Application and its consent to the change of control of the Franchise in connection with the Transaction shall be effective immediately, and Suddenlink shall notify the Franchise Authority of the closing of the Transaction promptly after the Closing Date; provided, however, this Resolution shall be null and void if the Transaction is not consummated.

SECTION 3. This Resolution shall have the force of a continuing agreement with Franchisee, and the Franchising Authority shall not revoke, amend or otherwise alter this Resolution without the consent of the Franchisee.

PASSED, ADOPTED AND APPROVED this 13th day of August, 2012.

DAVID STOTTLEMYRE, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: _____
Denise Gillespie, Assistant City Clerk

July 26, 2012



BY OVERNIGHT MAIL

City of Bishop
Attn: Mayor David Stottlemire
377 West Line St.
Bishop, CA 93515

RECEIVED
AUG 01 2012
CITY OF BISHOP

Dear Mayor David Stottlemire:

We are writing to notify you that Cequel Communications Holdings, LLC (“Cequel”), the parent of Cequel III Communications I, LLC d/b/a Suddenlink Communications (“Suddenlink” or “Franchisee”), the holder of a cable franchise to serve your community (the “Franchise”), has entered into a Purchase and Sale Agreement (the “Agreement”) with Nespresso Acquisition Corporation (“Buyer”), pursuant to which Buyer will acquire all of the issued and outstanding equity interests of Cequel (the “Transaction”).

The purpose of this letter is to request your consent, should you conclude that your consent is required under the Franchise, to the change of control of the Franchise in connection with the Transaction, which we expect to close in the fourth quarter of 2012.

The Transaction will simply substitute Cequel’s existing equity investors with new equity investors. The proposed change at the investor level will be entirely seamless from the standpoint of consumers. Suddenlink will continue to provide high-quality communications services to customers without interruption, and it has no existing plans to discontinue any existing service or to implement any changes in rates, terms, or conditions in connection with the Transaction. Significantly, the Transaction will not change Suddenlink’s well established and successful senior and local management. Your community will continue to be served by the same committed local team. The Transaction will benefit the public interest by ensuring that Suddenlink has the resources available to continue delivering high-quality and innovative services to our consumers.

If you conclude that your consent to the change of control of the Franchise in connection with the Transaction is required by the terms of the Franchise, we would appreciate your consideration and prompt adoption of the enclosed resolution. To assist you, please find attached the Federal Communications Commission Form 394 “Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise,” formally requesting approval of the pending change of control. The FCC Form 394 with supporting exhibits and documents provides you with the pertinent information about the Transaction and the parties involved. If you conclude your approval is necessary, we ask that you review and adopt the attached model resolution consenting to the foregoing matters at your earliest possible convenience and return a copy to the following address:

Mr. Michael Zarrilli
Suddenlink Communications
12444 Powerscourt Drive, Suite 140
St. Louis, MO 63131

July 26, 2012
Page 2

Suddenlink will cooperate fully in responding promptly to any questions that you may have concerning the Transaction and the FCC Form 394. Please feel free to contact me at 530-550-3922, or by e-mail at Jason.Oelkers@Suddenlink.com or Michael Zarrilli, Vice President Government Relations & Senior Counsel at 314-315-9337, or by e-mail at michael.zarrilli@suddenlink.com with any questions or if you need additional information.

Thank you for your consideration. We greatly appreciate your prompt assistance in this matter, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason M. Oelkers", with a long horizontal flourish extending to the right.

Jason Oelkers
Technical Operations Manager

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KAC*

**SUBJECT: RESOLUTION NO. 12-19 FIXING EMPLOYER'S CONTRIBUTION FOR
EMPLOYEE MEDICAL BENEFITS**

DATE: AUGUST 13, 2012

Attachment: Resolution No. 12-19

BACKGROUND/SUMMARY

Following conclusion of negotiations with the Management, Mid-Management and the Miscellaneous bargaining groups, the attached resolution has been prepared and reviewed to update the information with CalPERS relating to the City's and employee's contributions for the individual, two party, and family health care plan. As negotiated the City will pay 90% of the health care plan premium and the employee will pay 10%.

This resolution will also affect annuitants in these groups.

RECOMMENDATION

Review Resolution No. 12-19 and take action to adopt by title only.

**CITY OF BISHOP
RESOLUTION NO. 12-19**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

WHEREAS, Government Code Section 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892(b)(1) of the Act, and

WHEREAS, the City of Bishop is a local agency contracting under the Act;

NOW, THEREFORE BE IT RESOLVED that the employer's contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

<u>Code</u>	<u>Bargaining Unit</u>	<u>Contribution Per Month</u>
001	Management	90% PERS Choice Other Southern Basic
002	Miscellaneous	90% PERS Choice Other Southern Basic
003	Mid-Management	90% PERS Choice Other Southern Basic
004	Police Officers Association	No Change

Plus administrative fees and Contingency Fund Assessments;

AND BE IT FURTHER RESOLVED that the City of Bishop has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.

This resolution shall be effective on October 1, 2012.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Bishop City Council at 301 West Line Street, Bishop, California on this 13th day of August 2012.

DAVID STOTTLEMYRE, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: _____
Denise Gillespie, Assistant City Clerk

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

SUBJECT: RESOLUTION NO. 12-20 - City of Bishop Section 125 Cafeteria Plan "Salary Reduction Plan Document"

DATE: August 13, 2012

Attachments: City of Bishop Section 125 Premium Only Cafeteria Plan

BACKGROUND/SUMMARY

The City of Bishop currently makes a premium payment insurance benefit available for its full-time employees and pays a portion of the contribution of coverage.

Resolution No. 12-20 is presented for Council consideration to allow the City to implement Section 125 of the Internal Revenue Code to enable its employees to elect to pay for their share of contributions toward the cost of eligible group premium insurance benefits on a pre-tax, salary-reduction basis.

If adopted, the plan would begin with the August 16, 2012 payroll.

RECOMMENDATION

City Council consideration to approve the City of Bishop Section 125 Premium Only Cafeteria Plan by adopting Resolution No. 12-20 by title only.

RESOLUTION NO. 12-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, ADOPTING THE SECTION 125 PREMIUM ONLY CAFETERIA PLAN OF THE INTERNAL REVENUE CODE

WHEREAS:

SECTION 1. The City of Bishop makes premium payment insurance benefits available for its employees and pays a portion of the contributions for coverage;

SECTION 2. The City of Bishop desires to allow its employees to participate in group eligible premium payment insurance benefits with pre-tax dollars as set forth in the attached City of Bishop Salary Reduction Plan;

SECTION 3. The City of Bishop wishes to adopt a salary reduction plan that complies with § 125 of the Internal Revenue Code to enable its employees to elect to pay for their share of contributions towards the cost of eligible group premium insurance benefits on a pre-tax, salary-reduction basis; and

SECTION 4. The City of Bishop determines that the above actions are in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED that:

SECTION 1. The City of Bishop hereby adopts the Salary Reduction Plan, effective as of August 16, 2012;

SECTION 2. The operation of the eligible group premium payment insurance benefit plans will continue and all employee contributions thereunder will be made pursuant to elections under the Salary Reduction Plan document; and

SECTION 3. The City Administrator of the City of Bishop is authorized and directed to take any and all action as may be necessary to effectuate this Resolution.

SECTION 4. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the minutes and book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 13th day of August, 2012.

DAVID STOTTLEMYRE, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: _____
Denise Gillespie, Assistant City Clerk

City of Bishop
Section 125 Premium Only Cafeteria Plan
“Salary Reduction Plan Document”
(With Premium Payment Component)

As Adopted Effective August 16, 2012

ARTICLE I. Introduction

1.1 Establishment of Plan

City of Bishop (the Employer) hereby establishes the City of Bishop Salary Reduction Plan (the Plan) effective August 16, 2012 (the Effective Date). Capitalized terms used in this Plan that are not otherwise defined shall have the meanings set forth in Article II.

This Plan is designed to permit an Eligible Employee to pay for his or her share of Contributions under the Premium Payment Plan on a pre-tax Salary Reduction basis.

1.2 Legal Status

This Plan is intended to qualify as a cafeteria plan under Code §125 and the regulations issued there under and shall be interpreted to accomplish that objective.

ARTICLE II. Definitions

2.1 Definitions

Benefits means the Premium Payment Benefits, offered under the Plan.

Benefit Package Option means a qualified benefit under Code §125(f) that is offered under a cafeteria plan, or an option for coverage under an underlying accident or health plan (such as an indemnity option, an HMO option, or a PPO option under an accident or health plan).

Change in Status means any of the events described below, as well as any other events included under subsequent changes to Code §125 or regulations issued thereunder, which the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under IRS regulations and under this Plan:

- (a) *Legal Marital Status.* A change in a Participant's legal marital status, including marriage, death of a Spouse, divorce, legal separation, or annulment;
- (b) *Number of Dependents.* Events that change a Participant's number of Dependents, including birth, death, adoption, and placement for adoption;
- (c) *Employment Status.* Any of the following events that change the employment status of the Participant or his or her Spouse or Dependents: (1) a termination or commencement of employment; (2) a strike or lockout; (3) a commencement of or return from an unpaid leave of absence; (4) a change in worksite; and (5) if the eligibility conditions of this Plan or other employee benefits plan of the Participant or his or her Spouse or Dependents depend on the employment status of that individual and there is a change in that individual's status with the consequence that the individual becomes (or ceases to be) eligible under this Plan or other employee benefits plan, such as if a plan only applies to salaried employees and an employee switches from salaried to hourly-paid, union to non-union, or full-time to part-time (or vice versa), with the consequence that the employee ceases to be eligible for the Plan;
- (d) *Dependent Eligibility Requirements.* An event that causes a Dependent to satisfy or cease to satisfy the Dependent eligibility requirements for a particular benefit, such as attaining a specified age, student status, or any similar circumstance; and
- (e) *Change in Residence.* A change in the place of residence of the Participant or his or her Spouse or Dependents.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

Code means the Internal Revenue Code of 1986, as amended.

Contributions means the amount contributed to pay for the cost of Benefits (including self-funded Benefits as well as those that are insured), as calculated under Section 6.2 for Premium Payment Benefits.

Committee means the Benefits Committee appointed by the Board of Directors of City of Bishop.

Compensation means the wages or salary paid to an Employee by the Employer, determined prior to (a) any Salary Reduction election under this Plan; (b) any salary reduction election under any other cafeteria plan; and (c) any compensation reduction under any Code §132(f)(4) plan; but determined after (d) any salary deferral elections under any Code §401(k), 403(b), 408(k), or 457(b) plan or arrangement. Thus, "Compensation" generally means wages or salary paid to an Employee by the Employer, as reported in Box 1 of Form W-2, but adding back any wages or salary forgone by virtue of any election described in (a), (b), or (c) of the preceding sentence.

Dental Insurance Benefits means the Employee's Dental Insurance Plan coverage for purposes of this Plan.

Dental Insurance Plan means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan), providing dental type benefits through a group insurance policy or policies, if separate from the Medical Insurance Plan. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

Dependent means: (a) for purposes of accident or health coverage (to the extent funded under the Premium Payment Component, (1) a dependent as defined as in Code §152, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof, (2) any child (as defined in Code §152(f)(1) of the Participant who as of the end of the taxable year has not attained age 27, and (3) any child of the Participant to whom IRS Revenue Procedure 2008-48 IRS applies (regarding certain children of divorced or separated parents who receive more than half of their support for the calendar year from one or both parents and are in the custody of one or both parents for more than half of the calendar year).

Earned Income shall have the meaning given such term in Code §129(e)(2).

Effective Date of this Plan means August 16, 2012.

Election Form/Salary Reduction Agreement means the form provided by the Administrator for the purpose of allowing an Eligible Employee to participate in this Plan by electing Salary Reductions to pay for the Premium Payment Benefits. It includes an agreement pursuant to which an Eligible Employee or Participant authorizes the Employer to make Salary Reductions.

Eligible Employee means an Employee eligible to participate in this Plan, as provided in Section 3.1.

Employee means an individual that the Employer classifies as a common-law employee and who is on the Employer's W-2 payroll, but does not include the following: (a) any leased employee (including but not limited to those individuals defined as leased employees in Code §414(n)) or an individual classified by the Employer as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on the Employer's W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer; (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer; (c) any employee covered under a collective bargaining agreement; (d) any self-employed individual; (e) any partner in a partnership; and (f) any more-than-2% shareholder in a Subchapter S corporation. The term Employee does include former Employees for the limited purpose of allowing continued eligibility for benefits under the Plan for the remainder of the Plan Year in which an Employee ceases to be employed by the Employer, but only to the extent specifically provided elsewhere under this Plan.

Employer means City of Bishop, and any Related Employer that adopts this Plan with the approval of City of Bishop. Related Employers that have adopted this Plan, if any, are listed in Appendix A of this Plan. However, for purposes of Articles IX and XIV and Section 15.3, "Employer" means only City of Bishop.

Employment Commencement Date means the first regularly scheduled working day on which the Employee first performs an hour of service for the Employer for Compensation.

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

FMLA means the Family and Medical Leave Act of 1993, as amended.

HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended.

HMO means the health maintenance organization Benefit Package Option under the Medical Insurance Plan.

Medical Insurance Benefits means the Employee's Medical Insurance Plan coverage for purposes of this Plan.

Medical Insurance Plan means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan), providing major medical type benefits through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

Open Enrollment Period with respect to a Plan Year means the month of July for the first plan year, then the month of December in the year preceding all subsequent Plan Years, or such other period as may be prescribed by the Administrator.

Participant means a person who is an Eligible Employee and who is participating in this Plan in accordance with the provisions of Article III. Participants include those who elect the Premium Payment Benefits and those who elect instead to receive their full salary in cash and to pay for their share of their Contributions under the Premium Payment Benefits (if any) with after-tax dollars outside of this Plan.

Period of Coverage means the Plan Year, with the following exceptions: (a) for Employees who first become eligible to participate, it shall mean the portion of the Plan Year following the date on which participation commences, as described in Section 3.1; and (b) for Employees who terminate participation, it shall mean the portion of the Plan Year prior to the date on which participation terminates, as described in Section 3.2.

Plan means the City of Bishop Salary Reduction Plan as set forth herein and as amended from time to time.

Plan Administrator means City of Bishop. The contact person is the Human Resources Manager for City of Bishop, who has the full authority to act on behalf of the Plan Administrator, except with respect to appeals, for which the Committee has the full authority to act on behalf of the Plan Administrator, as described in Section 13.1.

Plan Year means January 1, through December 31, except in the case of a short plan year, which will be for the first plan year of August 16 through December 31.

PPO means the preferred provider organization Benefit Package Option under the Medical Insurance Plan.

Premium Payment Benefits means the Premium Payment Benefits that are paid for on a pre-tax Salary Reduction basis as described in Section 6.1.

Premium Payment Component means the component of this Plan described in Article VI.

QMCSO means a qualified medical child support order, as defined in ERISA §609(a).

Related Employer means any employer affiliated with City of Bishop that, under Code §414(b), §414(c), or §414(m), is treated as a single employer with City of Bishop for purposes of Code §125(g)(4).

Salary Reduction means the amount by which the Participant's Compensation is reduced and applied by the Employer under this Plan to pay for one or more of the Benefits, as permitted for the applicable component, before any applicable state and/or federal taxes have been deducted from the Participant's Compensation (i.e., on a pre-tax basis).

Spouse means an individual who is legally married to a Participant as determined under applicable state law and who is treated as a spouse under the Code.

Student means an individual who, during each of five or more calendar months during the Plan Year, is a full-time student at any educational organization that normally maintains a regular faculty and curriculum and normally has an enrolled student body in attendance at the location where its educational activities are regularly carried on.

ARTICLE III. Eligibility and Participation

3.1 Eligibility to Participate

An individual is eligible to participate in this Plan if the individual satisfies all of the following: (a) is an Employee; (b) is working 40 or more hours per week; and (c) continues to be employed by the employer on the first of the month following the date of hire. Eligibility for Premium Payment Benefits shall also be subject to the additional requirements, if any, specified in the Premium Payment Insurance Plans. Once an Employee has met the Plan's eligibility requirements, the Employee may elect coverage effective the first day of the next calendar month, or for any subsequent Plan Year, in accordance with the procedures described in Article IV.

3.2 Termination of Participation

A Participant will cease to be a Participant in this Plan upon the earlier of:

- (a) the termination of this Plan; or
 - (b) the date on which the Employee ceases (because of retirement, termination of employment, layoff, reduction of hours, or any other reason) to be an Eligible Employee.
- Notwithstanding the foregoing, for purposes of pre-taxing COBRA coverage certain Employees may continue eligibility for certain periods on the terms and subject to the restrictions described in Section 6.4 for Insurance Benefits.

Termination of participation in this Plan will automatically revoke the Participant's elections. The Premium Payment Insurance Benefits will terminate as of the date(s) specified in the specific Insurance Plans.

3.3 Participation Following Termination of Employment or Loss of Eligibility

If a Participant terminates his or her employment for any reason, including (but not limited to) disability, retirement, layoff, or voluntary resignation, and then is rehired within 30 days or less after the date of a termination of employment, then the Employee will be reinstated with the same elections that such individual had before termination. If a former Participant is rehired more than 30 days following termination of employment and is otherwise eligible to participate in the Plan, then the individual may make new elections as a new hire as described in Section 3.1.

Notwithstanding the above, an election to participate in the Premium Payment Component will be reinstated only to the extent that coverage under the specific Insurance Plan is reinstated. If an Employee (whether or not a Participant) ceases to be an Eligible Employee for any reason (other than for termination of employment), including (but not limited to) a reduction of hours, and then becomes an Eligible Employee again, the Employee must complete the waiting period described in Section 3.1 before again becoming eligible to participate in the Plan.

3.4 FMLA Leaves of Absence

(a) *Health Benefits.* Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the FMLA, then to the extent required by the FMLA, the Employer will continue to maintain the Participant's Premium Payment Insurance Benefits on the same terms and conditions as if the Participant were still an active Employee. That is, if the Participant elects to continue his or her coverage while on leave, the Employer will continue to pay its share of the Contributions.

An Employer may require participants to continue all Premium Payment Insurance Benefit coverage for Participants while they are on paid leave (provided that Participants on non-FMLA paid leave are required to continue coverage). If so, the Participant's share of the Contributions shall be paid by the method normally used during any paid leave (e.g., on a pre-tax Salary Reduction basis).

In the event of unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued), a Participant may elect to continue his or her Premium Payment Insurance Benefits during the leave. If the Participant elects to continue coverage while on FMLA leave, then the Participant may pay his or her share of the Contributions in one of the following ways:

- with after-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer;
- with pre-tax dollars, by having such amounts withheld from the Participant's ongoing Compensation (if any), including unused sick days and vacation days, or pre-paying all or a portion of the Contributions for the expected duration of the leave on a pre-tax Salary Reduction basis out of pre-leave Compensation. To pre-pay the Contributions, the Participant must make a special election to that effect prior to the

date that such Compensation would normally be made available (pre-tax dollars may not be used to fund coverage during the next Plan Year); or

- under another arrangement agreed upon between the Participant and the Plan Administrator (e.g., the Plan Administrator may fund coverage during the leave and withhold "catch-up" amounts from the Participant's Compensation on a pre-tax or after-tax basis) upon the Participant's return.

If the Employer requires all Participants to continue the Premium Payment Insurance Benefits during an unpaid FMLA leave, then the Participant may elect to discontinue payment of the Participant's required Contributions until the Participant returns from leave. Upon returning from leave, the Participant will be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as agreed to by the Plan Administrator and the Participant.

If a Participant's Premium Payment Insurance Benefits ceases while on FMLA leave (e.g., for non-payment of required contributions), then the Participant is permitted to re-enter the Premium Payment Insurance Benefits as applicable, upon return from such leave on the same basis as when the Participant was participating in the Plan prior to the leave, or as otherwise required by the FMLA. In addition, the Plan may require Participants whose Premium Payment Insurance Benefit coverage terminated during the leave to be reinstated in such coverage upon return from a period of unpaid leave, provided that Participants who return from a period of unpaid, non-FMLA leave are required to be reinstated in such coverage.

(b) *Non-Health Benefits.* If a Participant goes on a qualifying leave under the FMLA, then entitlement to non-health benefits is to be determined by the Employer's policy for providing such Benefits when the Participant is on non-FMLA leave, as described in Section 3.5. If such policy permits a Participant to discontinue contributions while on leave, then the Participant will, upon returning from leave, be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as may be agreed upon by the Plan Administrator and the Participant or as the Plan Administrator otherwise deems appropriate.

3.5 Non-FMLA Leaves of Absence

If a Participant goes on an unpaid leave of absence that does not affect eligibility, then the Participant will continue to participate and the Contributions due for the Participant will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Plan Administrator. If a Participant goes on an unpaid leave that affects eligibility, then the election change rules in Section 12.3(d) will apply.

ARTICLE IV. Method and Timing of Elections

4.1 Elections When First Eligible

An Employee who first becomes eligible to participate in the Plan mid-year may elect to commence participation in one or more Benefits on the first day of the month after the eligibility requirements have been satisfied, provided that an Election Form/Salary Reduction Agreement is submitted to the Plan Administrator before the first day of the month in which participation will commence. An Employee who does not elect benefits when first eligible may not enroll until the next Open Enrollment Period, unless an event occurs that would justify a mid-year election change, as described under Section 12.3. Eligibility for Premium Payment Benefits shall be subject to the additional requirements, if any, specified in the Medical Insurance Plan. The provisions of this Plan are not intended to override any exclusions, eligibility requirements, or waiting periods specified in the Medical Insurance Plan.

4.2 Elections During Open Enrollment Period

During each Open Enrollment Period with respect to a Plan Year, the Plan Administrator shall provide an Election Form/Salary Reduction Agreement to each Employee who is eligible to participate in this Plan. The Election Form/Salary Reduction Agreement shall enable the Employee to elect to participate in the various components of this Plan for the next Plan Year and to authorize the necessary Salary Reductions to pay for the Benefits elected. The Election Form/Salary Reduction Agreement must be returned to the Plan Administrator on or before the last day of the Open Enrollment Period, and it shall become effective on the first day of the next Plan Year. If an Eligible Employee fails to return the Election Form/Salary Reduction Agreement

during the Open Enrollment Period, then the Employee may not elect any Benefits under this Plan until the next Open Enrollment Period, unless an event occurs that would justify a mid-year election change, as described under Section 12.3.

4.3 Failure of Eligible Employee to File an Election Form/Salary Reduction Agreement

If an Eligible Employee fails to file an Election Form/Salary Reduction Agreement within the time period described in Sections 4.1 and 4.2, then the Employee may not elect any Benefits under the Plan (a) until the next Open Enrollment Period; or (b) until an event occurs that would justify a mid-year election change, as described under Section 12.3 or 12.4. If an Employee who fails to file an Election Form/Salary Reduction Agreement is eligible for Medical Insurance Benefits and has made an effective election for such Benefits, then the Employee's share of the Contributions for such Benefits will be paid with after-tax dollars outside of this Plan until such time as the Employee files, during a subsequent Open Enrollment Period (or after an event occurs that would justify a mid-year election change as described under Section 12.3), a timely Election Form/Salary Reduction Agreement to elect Premium Payment Benefits. Until the Employee files such an election, the Employer's portion of the Contribution will also be paid outside of this Plan.

4.4 Irrevocability of Elections

Unless an exception applies (as described in Article XII), a Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates.

ARTICLE V. Benefits Offered and Method of Funding

5.1 Benefits Offered

When first eligible or during the Open Enrollment Period as described under Article IV, Participants will be given the opportunity to elect the following Benefit:

- (a) Premium Payment Benefits, as described in Article VI;

In no event shall Benefits under the Plan be provided in the form of deferred compensation.

5.2 Employer and Participant Contributions

(a) *Employer Contributions.* For Participants who elect Medical Insurance Benefits described in Article VI, the Employer will contribute a portion of the Contributions as provided in the open enrollment materials furnished to Employees and/or on the Election Form/Salary Reduction Agreement.

(b) *Participant Contributions.* Participants who elect any of the Medical Insurance Benefits described in Article VI may pay for the cost of that coverage on a pre-tax Salary Reduction basis, or with after-tax deductions, by completing an Election Form/Salary Reduction Agreement.

5.3 Using Salary Reductions to Make Contributions

(a) *Salary Reductions per Pay Period.* The Salary Reduction for a pay period for a Participant is, for the Benefits elected, an amount equal to (1) the annual Contributions for such Benefits (as described in Section 6.2 for Premium Payment Benefit) divided by the number of pay periods in the Period of Coverage; (2) an amount otherwise agreed upon between the Employer and the Participant; or (3) an amount deemed appropriate by the Plan Administrator (i.e., in the event of shortage in reducible Compensation, amounts withheld and the Benefits to which Salary Reductions are applied may fluctuate).

(b) *Considered Employer Contributions for Certain Purposes.* Salary Reductions are applied by the Employer to pay for the Participant's share of the Contributions for the Premium Payment Benefits for the purposes of this Plan and the Code, are considered to be Employer contributions.

(c) *Salary Reduction Balance Upon Termination of Coverage.* If, as of the date that any elected coverage under this Plan terminates, a Participant's year-to-date Salary Reductions exceed or are less than the Participant's required Contributions for the coverage, then the Employer will, as applicable, either return the excess to the Participant as additional taxable wages or recoup the due Salary Reduction amounts from any remaining Compensation.

(d) *After-Tax Contributions for Premium Payment Benefits.* For those Participants who elect to pay their share of the Contributions for any of the Medical Insurance Benefits with

after-tax deductions, both the Employee and Employer portions of such Contributions will be paid outside of this Plan.

5.4 Funding This Plan

All of the amounts payable under this Plan shall be paid from the general assets of the Employer, but Premium Payment Benefits are paid as provided in the applicable insurance policy. Nothing herein will be construed to require the Employer or the Plan Administrator to maintain any fund or to segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account, or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid. While the Employer has complete responsibility for the payment of Benefits out of its general assets (except for Premium Payment Benefits paid as provided in the applicable insurance policy), it may hire an unrelated third-party paying agent to make Benefit payments on its behalf. The maximum contribution that may be made under this Plan for a Participant is the total of the maximums that may be elected as Employer and Participant Contributions for Premium Payment Benefits, as described in Section 6.2.

ARTICLE VI. Premium Payment Component

6.1 Benefits

The Premium Payment Component offers benefits under the Eligible Premium Insurance Plans. Notwithstanding any other provision in this Plan, the Premium Payment Benefits are subject to the terms and conditions of the Premium Payment Plans, and no changes can be made with respect to such Benefits under this Plan (such as mid-year changes in election) if such changes are not permitted under the applicable Insurance Plan. An Eligible Employee can (a) elect benefits under the Premium Payment Component by electing to pay for his or her share of the Contributions for the Premium Payment Benefits on a pre-tax Salary Reduction basis; or (b) elect no benefits under the Premium Payment Component and pay for his or her share of the Contributions, if any, with after-tax deductions outside of this Plan. Unless an exception applies (as described in Article XII), such election is irrevocable for the duration of the Period of Coverage to which it relates. A Participant's Salary Reductions during a Plan Year under the Premium Payment Component may be applied by the Employer to pay the Participant's share of the

Contributions for Benefits that are provided to the Participant during the period that begins immediately following the close of that Plan Year and ends on the day that is two months plus 15 days following the close of that Plan Year.

6.2 Contributions for Cost of Coverage

The annual Contribution for a Participant's Premium Payment Benefits is equal to the amount as set by the Employer, which may or may not be the same amount charged by the insurance carrier.

6.3 Benefits Provided Under the Premium Payment Plans

Benefits will be provided by the Premium Payment Insurance Plans, not this Plan. The types and amounts of Insurance Benefits, the requirements for participating in the Insurance Plans, and the other terms and conditions of coverage and benefits of the Insurance Plans are set forth in the specific Insurance Plans. All claims to receive benefits under the Insurance Plans shall be subject to and governed by the terms and conditions of the specific Insurance Plans and the rules, regulations, policies, and procedures adopted in accordance therewith, as may be amended from time to time.

6.4 Eligible Premium Payment Insurance Benefits; COBRA

Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, a Participant and his or her Spouse and Dependents, as applicable, whose coverage terminates under the Eligible Premium Payment Insurance Benefits because of a COBRA qualifying event (and who is a qualified beneficiary as defined under COBRA), shall be given the opportunity to continue on a self-pay basis the same coverage that he or she had under the Insurance Plans the day before the qualifying event for the periods prescribed by COBRA. Such continuation coverage shall be subject to all conditions and limitations under COBRA.

Contributions for COBRA coverage for the Insurance Benefits may be paid on a pre-tax basis for current Employees receiving taxable compensation (as may be permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year) where COBRA coverage arises either (a) because the Employee ceases to be eligible because of a reduction in

hours; or (b) because the Employee's Dependent ceases to satisfy the eligibility requirements for coverage. For all other individuals (e.g., Employees who cease to be eligible because of retirement, termination of employment, or layoff), Contributions for COBRA coverage for the eligible Premium Benefit Plans shall be paid on an after-tax basis (unless may be otherwise permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year).

ARTICLE VII - XI (Intentionally Left Blank)

ARTICLE XII. Irrevocability of Elections; Exceptions

12.1 Irrevocability of Elections

Except as described in this Article XII, a Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates. In other words, unless an exception applies, the Participant may not change any elections for the duration of the Period of Coverage regarding:

- (a) participation in this Plan;
- (b) Salary Reduction amounts; or
- (c) election of particular Benefit Package Options.

12.2 Procedure for Making New Election If Exception to Irrevocability Applies

(a) *Timeframe for Making New Election.* A Participant (or an Eligible Employee who, when first eligible under Section 3.1 or during the Open Enrollment Period under Section 3.2, declined to be a Participant) may make a new election within 30 days of the occurrence of an event described in Section 12.3 (or within 60 days of the occurrence of an event described in Section 12.3(e)(3) or (4)), as applicable, but only if the election under the new Election Form/Salary Reduction Agreement is made on account of and is consistent with the event. Notwithstanding the foregoing, a Change in Status (e.g., a divorce or a dependent's losing student status) that results in a beneficiary becoming ineligible for coverage under the Premium Payment Insurance Plans shall automatically

result in a corresponding election change, whether or not requested by the Participant within the normal 30-day period.

(b) *Effective Date of New Election.* Elections made pursuant to this Section 12.2 shall be effective for the balance of the Period of Coverage following the change of election unless a subsequent event allows for a further election change. Except as provided in Section 12.3(e) for HIPAA special enrollment rights in the event of birth, adoption, or placement for adoption, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the next calendar month following the date that the election change was filed, but, as determined by the Plan Administrator, election changes may become effective later to the extent that the coverage in the applicable Benefit Package Option commences later).

12.3 Events Permitting Exception to Irrevocability Rule for All Benefits

A Participant may change an election as described below upon the occurrence of the stated events for the applicable component of this Plan:

(a) *Open Enrollment Period.* A Participant may change an election during the Open Enrollment Period in accordance with Section 3.2.

(b) *Termination of Employment* A Participant's election will terminate under the Plan upon termination of employment in accordance with Sections 3.3 and 3.4, as applicable.

(c) *Leaves of Absence* A Participant may change an election under the Plan upon FMLA leave in accordance with Section 3.4 and upon non-FMLA leave in accordance with Section 3.5.

(d) *Change in Status* A Participant may change his or her actual or deemed election under the Plan upon the occurrence of a Change in Status, but only if such election change is made on account of and corresponds with a Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer (referred to as the general consistency requirement). A Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer includes a Change in Status that results in an increase or decrease in the number of an Employee's family members (i.e., a Spouse and/or Dependents) who may benefit from the coverage.

(e) HIPAA Special Enrollment Rights (Applies to Medical Insurance Benefits, but Not to Dental Insurance). If a Participant or his or her Spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code §9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election (including, when required by HIPAA, an election to enroll in another benefit package under a group health plan), provided that the election change corresponds with such HIPAA special enrollment rights. As required by HIPAA, a special enrollment right will arise in the following circumstances:

(1) a Participant or his or her Spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because: (1) the coverage was provided under COBRA and the COBRA coverage was exhausted; or (2) the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated;

(2) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption;

(3) the Participant's or Dependent's coverage under a Medicaid plan or state children's health insurance program is terminated as a result of loss of eligibility for such coverage; or

(4) the Participant or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's health insurance program with respect to coverage under the group health plan.

An election to add previously eligible Dependents as a result of the acquisition of a new Spouse or Dependent child shall be considered to be consistent with the special enrollment right. An election change on account of a HIPAA special enrollment attributable to the birth, adoption, or placement for adoption of a new Dependent child may, subject to the provisions of the underlying group health plan, be effective retroactively (up to 30 days).

For purposes of Section 12.3(e)(1), the term "loss of eligibility" includes (but is not limited to) loss of eligibility due to legal separation, divorce, cessation of dependent status, death of an employee, termination of employment, reduction of hours, or any loss of eligibility

for coverage that is measured with reference to any of the foregoing; loss of coverage offered through an HMO that does not provide benefits to individuals who do not reside, live, or work in the service area because an individual no longer resides, lives, or works in the service area (whether or not within the choice of the individual), and in the case of HMO coverage in the group market, no other benefit package is available to the individual; a situation in which an individual incurs a claim that would meet or exceed a lifetime limit on all benefits; and a situation in which a plan no longer offers any benefits to the class of similarly situated individuals that includes the individual.

(f) *Certain Judgments, Decrees and Orders* If a judgment, decree, or order (collectively, an "Order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a QMCSO) requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant), then a Participant may (1) change his or her election to provide coverage for the child (provided that the Order requires the Participant to provide coverage); or (2) change his or her election to revoke coverage for the child if the Order requires that another individual (including the Participant's Spouse or former Spouse) provide coverage under that individual's plan and such coverage is actually provided.

(g) *Medicare and Medicaid* If a Participant or his or her Spouse or Dependent who is enrolled in a health or accident plan under this Plan becomes entitled to (i.e., becomes enrolled in) Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), then the Participant may prospectively reduce or cancel the health or accident coverage of the person becoming entitled to Medicare or Medicaid. Furthermore, if a Participant or his or her Spouse or Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then the Participant may prospectively elect to commence or increase the accident or health coverage of the individual who loses Medicare or Medicaid eligibility.

(h) *Change in Cost*. For purposes of this Section 12.3(h), "similar coverage" means coverage for the same category of benefits for the same individuals (e.g., family to family or single to single). For example, two plans that provide major medical coverage are considered to be similar coverage. For purposes of this definition, (1) an HMO and a PPO are considered to be similar coverage; and (2) coverage by another employer, such as a

Spouse's or Dependent's employer, may be treated as similar coverage if it otherwise meets the requirements of similar coverage.

(1) *Increase or Decrease for Insignificant Cost Changes.* Participants are required to increase their elective contributions (by increasing Salary Reductions) to reflect insignificant increases in their required contribution for their Benefit Package Option(s), and to decrease their elective contributions to reflect insignificant decreases in their required contribution. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will determine whether an increase or decrease is insignificant based upon all the surrounding facts and circumstances, including but not limited to the dollar amount or percentage of the cost change. The Plan Administrator, on a reasonable and consistent basis, will automatically effectuate this increase or decrease in affected employees' elective contributions on a prospective basis.

(2) *Significant Cost Increases.* If the Plan Administrator determines that the cost charged to an Employee of a Participant's Benefit Package Option(s) (such as the PPO for the Medical Insurance Plan) significantly increases during a Period of Coverage, then the Participant may (a) make a corresponding prospective increase in his or her elective contributions (by increasing Salary Reductions); (b) revoke his or her election for that coverage, and in lieu thereof, receive on a prospective basis coverage under another Benefit Package Option that provides similar coverage; or (c) drop coverage prospectively if there is no other Benefit Package Option available that provides similar coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost increase is significant in accordance with prevailing IRS guidance.

(3) *Significant Cost Decreases.* If the Plan Administrator determines that the cost of any Benefit Package Option (such as the PPO for the Medical Insurance Plan) significantly decreases during a Period of Coverage, then the Plan Administrator may permit the following election changes: (a) Participants enrolled in that Benefit Package Option may make a corresponding prospective decrease in their elective contributions (by decreasing Salary Reductions); (b) Participants who are enrolled in another Benefit Package Option may change their election on a prospective basis to elect the Benefit Package Option that has decreased in cost (such as the PPO for the Medical Insurance Plan); or (c) Employees who are otherwise eligible under Section 3.1 may elect the Benefit Package

Option that has decreased in cost (such as the PPO) on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost decrease is significant in accordance with prevailing IRS guidance.

(i) Change in Coverage

The definition of "similar coverage" under Section 12.3(h) applies also to this Section 12.3(i).

(1) Significant Curtailment. If coverage is "significantly curtailed" (as defined below), Participants may elect coverage under another Benefit Package Option that provides similar coverage. In addition, as set forth below, if the coverage curtailment results in a "Loss of Coverage" (as defined below), then Participants may drop coverage if no similar coverage is offered by the Employer. The Plan Administrator in its sole discretion, on a uniform and consistent basis, will decide, in accordance with prevailing IRS guidance, whether a curtailment is "significant," and whether a Loss of Coverage has occurred.

(a) Significant Curtailment Without Loss of Coverage. If the Plan Administrator determines that a Participant's coverage under a Benefit Package Option under this Plan (or the Participant's Spouse's or Dependent's coverage under his or her employer's plan) is significantly curtailed without a Loss of Coverage (for example, when there is a significant increase in the deductible, the co-pay, or the out-of-pocket cost-sharing limit under an accident or health plan, such as the PPO under the Medical Insurance Plan) during a Period of Coverage, the Participant may revoke his or her election for the affected coverage, and in lieu thereof, prospectively elect coverage under another Benefit Package Option that provides similar coverage (such as the HMO). Coverage under a plan is deemed to be "significantly curtailed" only if there is an overall reduction in coverage provided under the plan so as to constitute reduced coverage generally.

(b) Significant Curtailment With a Loss of Coverage. If the Plan Administrator determines that a Participant's Benefit Package Option (such as the PPO under the Medical Insurance Plan) coverage under this Plan (or the Participant's Spouse's or Dependent's coverage under his or her employer's plan) is significantly curtailed, and if such curtailment results in a Loss of Coverage during a Period of Coverage, then the Participant may revoke his or her election for the affected coverage and may either

prospectively elect coverage under another Benefit Package Option that provides similar coverage or drop coverage if no other Benefit Package Option providing similar coverage is offered by the Employer.

(c) *Definition of Loss of Coverage.* For purposes of this Section 12.3(i)(1), a “Loss of Coverage” means a complete loss of coverage (including the elimination of a Benefit Package Option, an HMO ceasing to be available where the Participant or his or her Spouse or Dependent resides, or a Participant or his or her Spouse or Dependent losing all coverage under the Benefit Package Option by reason of an overall lifetime or annual limitation). In addition, the Plan Administrator, in its sole discretion, on a uniform and consistent basis, may treat the following as a Loss of Coverage:

- a substantial decrease in the medical care providers available under the Benefit Package Option (such as a major hospital ceasing to be a member of a preferred provider network or a substantial decrease in the number of physicians participating in the PPO for the Medical Insurance Plan or in an HMO);
- a reduction in benefits for a specific type of medical condition or treatment with respect to which the Participant or his or her Spouse or Dependent is currently in a course of treatment; or
- any other similar fundamental loss of coverage.

(2) *Addition or Significant Improvement of a Benefit Package Option.* If during a Period of Coverage the Plan adds a new Benefit Package Option or significantly improves an existing Benefit Package Option, the Plan Administrator may permit the following election changes: (a) Participants who are enrolled in a Benefit Package Option other than the newly added or significantly improved Benefit Package Option may change their elections on a prospective basis to elect the newly added or significantly improved Benefit Package Option; and (b) Employees who are otherwise eligible under Section 3.1 may elect the newly added or significantly improved Benefit Package Option on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether there has been an addition of, or a significant improvement in, a Benefit Package Option in accordance with prevailing IRS guidance.

(3) *Loss of Coverage Under Other Group Health Coverage.* A Participant may prospectively change his or her election to add group health coverage for the Participant or his or her Spouse or Dependent, if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution, including (but not limited to) the following: a state children's health insurance program under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in Code §7701(a)(40)), the Indian Health Service, or a tribal organization; a state health benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable Benefit Package Option(s).

(4) *Change in Coverage Under Another Employer Plan.* A Participant may make a prospective election change that is on account of and corresponds with a change made under an employer plan (including a plan of the Employer or a plan of the Spouse's or Dependent's employer), so long as (a) the other cafeteria plan or qualified benefits plan permits its participants to make an election change that would be permitted under applicable IRS regulations; or (b) the Plan permits Participants to make an election for a Period of Coverage that is different from the plan year under the other cafeteria plan or qualified benefits plan. For example, if an election is made by the Participant's Spouse during his or her employer's open enrollment to drop coverage, the Participant may add coverage to replace the dropped coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a requested change is on account of and corresponds with a change made under the other employer plan, in accordance with prevailing IRS guidance.

The Plan Administrator, in its sole discretion and on a uniform and consistent basis, shall determine, based on prevailing IRS guidance, whether a requested change is on account of and corresponds with a Change in Status. Assuming that the general consistency requirement is satisfied, a requested election change must also satisfy the following specific consistency requirements in order for a Participant to be able to alter his or her election based on the specified Change in Status:

(1) *Loss of Spouse or Dependent Eligibility; Special COBRA Rules.* For a Change in Status involving a Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or a Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, a Participant may only elect to cancel accident or health

insurance coverage for (a) the Spouse involved in the divorce, annulment, or legal separation; (b) the deceased Spouse or Dependent; or (c) the Dependent that ceased to satisfy the eligibility requirements. Canceling coverage for any other individual under these circumstances would fail to correspond with that Change in Status. Notwithstanding the foregoing, if the Participant or his or her Spouse or Dependent becomes eligible for COBRA (or similar health plan continuation coverage under state law) under the Employer's plan because of a reduction of hours or because the Participant's Dependent ceases to satisfy the eligibility requirements for coverage (and the Participant remains a Participant under this Plan in accordance with Section 3.2), then the Participant may increase his or her election to pay for such coverage.

(2) *Gain of Coverage Eligibility Under Another Employer's Plan.* For a Change in Status in which a Participant or his or her Spouse or Dependent gains eligibility for coverage under a cafeteria plan or qualified benefit plan of the employer of the Participant's Spouse or Dependent as a result of a change in marital status or a change in employment status, a Participant may elect to cease or decrease coverage for that individual only if coverage for that individual becomes effective or is increased under the Spouse's or Dependent's employer's plan. The Plan Administrator may rely on a Participant's certification that the Participant has obtained or will obtain coverage under the Spouse's or Dependent's employer's plan, unless the Plan Administrator has reason to believe that the Participant's certification is incorrect.

A Participant entitled to change an election as described in this Section 12.3 must do so in accordance with the procedures described in Section 12.2.

12.4 Election Modifications Required by Plan Administrator

The Plan Administrator may, at any time, require any Participant or class of Participants to amend the amount of their Salary Reductions for a Period of Coverage if the Plan Administrator determines that such action is necessary or advisable in order to (a) satisfy any of the Code's nondiscrimination requirements applicable to this Plan or other cafeteria plan; (b) prevent any Employee or class of Employees from having to recognize more income for federal income tax purposes from the receipt of benefits hereunder than would otherwise be recognized; (c) maintain the qualified status of benefits received under this Plan; or (d) satisfy Code nondiscrimination

requirements or other limitations applicable to the Employer's qualified plans. In the event that contributions need to be reduced for a class of Participants, the Plan Administrator will reduce the Salary Reduction amounts for each affected Participant, beginning with the Participant in the class who had elected the highest Salary Reduction amount and continuing with the Participant in the class who had elected the next-highest Salary Reduction amount, and so forth, until the defect is corrected.

ARTICLE XIII. Appeals Procedure

13.1 Procedure If Benefits Are Denied Under This Plan

If a claim for reimbursement under this Plan is wholly or partially denied, then claims shall be administered in accordance with the claims procedure set forth in the summary plan description for this Plan. The Committee acts on behalf of the Plan Administrator with respect to appeals.

13.2 Claims Procedures for Premium Payment Insurance Benefits

Claims and reimbursement for Premium Payment Insurance Benefits shall be administered in accordance with the claims procedures for the Benefits, as set forth in the plan documents and/or summary plan description for the specific Plans.

ARTICLE XIV. Recordkeeping and Administration

14.1 Plan Administrator

The administration of this Plan shall be under the supervision of the Plan Administrator. It is the principal duty of the Plan Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them.

14.2 Powers of the Plan Administrator

The Plan Administrator shall have such duties and powers as it considers necessary or appropriate to discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters thereunder, and all determinations of the Plan Administrator with respect to any

matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following discretionary authority:

- (a) to construe and interpret this Plan, including all possible ambiguities, inconsistencies, and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of benefits under this Plan (provided that, notwithstanding the first paragraph in this Section 14.2, the Committee shall exercise such exclusive power with respect to an appeal of a claim under Section 13.1);
- (b) to prescribe procedures to be followed and the forms to be used by Employees and Participants to make elections pursuant to this Plan;
- (c) to prepare and distribute information explaining this Plan and the benefits under this Plan in such manner as the Plan Administrator determines to be appropriate;
- (d) to request and receive from all Employees and Participants such information as the Plan Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- (e) to furnish each Employee and Participant with such reports with respect to the administration of this Plan as the Plan Administrator determines to be reasonable and appropriate, including appropriate statements setting forth the amounts by which a Participant's Compensation has been reduced in order to provide benefits under this Plan;
- (f) to receive, review, and keep on file such reports and information regarding the benefits covered by this Plan as the Plan Administrator determines from time to time to be necessary and proper;
- (g) to appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants;
- (h) to sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;
- (i) to secure independent medical or other advice and require such evidence as it deems necessary to decide any claim or appeal; and

(j) to maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

14.3 Reliance on Participant, Tables, etc.

The Plan Administrator may rely upon the direction, information, or election of a Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by a Participant. The Plan Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions, and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Plan Administrator.

14.4 Provision for Third-Party Plan Service Providers

The Plan Administrator, subject to approval of the Employer, may employ the services of such persons as it may deem necessary or desirable in connection with the operation of the Plan. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligation of the Employer.

14.5 Fiduciary Liability

To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

14.6 Compensation of Plan Administrator

Unless otherwise determined by the Employer and permitted by law, any Plan Administrator that is also an Employee of the Employer shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of their duties shall be paid by the Employer.

14.7 Bonding

The Plan Administrator shall be bonded to the extent required by ERISA.

14.8 Insurance Contracts

The Employer shall have the right (a) to enter into a contract with one or more insurance companies for the purposes of providing any benefits under the Plan; and (b) to replace any of such insurance companies or contracts. Any dividends, retroactive rate adjustments, or other refunds of any type that may become payable under any such insurance contract shall not be assets of the Plan but shall be the property of and be retained by the Employer, to the extent that such amounts are less than aggregate Employer contributions toward such insurance.

14.9 Inability to Locate Payee

If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

14.10 Effect of Mistake

In the event of a mistake as to the eligibility or participation of an Employee, the allocations made to the account of any Participant, or the amount of benefits paid or to be paid to a Participant or other person, the Plan Administrator shall, to the extent that it deems administratively possible and otherwise permissible under Code §125 or the regulations issued thereunder, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such Participant or other person the credits to the account or distributions to which he or she is properly entitled under the Plan. Such action by the Plan Administrator may include withholding of any amounts due to the Plan or the Employer from Compensation paid by the Employer.

ARTICLE XV. General Provisions

15.1 Expenses

All reasonable expenses incurred in administering the Plan are currently paid by the Employer.

15.2 No Contract of Employment

Nothing herein contained is intended to be or shall be construed as constituting a contract or other arrangement between any Employee and the Employer to the effect that such Employee will be employed for any specific period of time.

15.3 Amendment and Termination

This Plan has been established with the intent of being maintained for an indefinite period of time. Nonetheless, the Employer may amend or terminate all or any part of this Plan at any time for any reason by resolution of the Employer's Board of Directors or by any person or persons authorized by the Board of Directors to take such action, and any such amendment or termination will automatically apply to the Related Employers that are participating in this Plan.

15.4 Governing Law

This Plan shall be construed, administered, and enforced according to the laws of the State of Texas, to the extent not superseded by the Code, ERISA, or any other federal law.

15.5 Compliance With Code, ERISA, and Other Applicable Laws

It is intended that this Plan meet all applicable requirements of the Code and ERISA and of all regulations issued thereunder. (ERISA applies to the Premium Payment Plans.) This Plan shall be construed, operated, and administered accordingly, and in the event of any conflict between any part, clause, or provision of this Plan and the Code and/or ERISA, the provisions of the Code and ERISA shall be deemed controlling, and any conflicting part, clause, or provision of this Plan shall be deemed superseded to the extent of the conflict. In addition, the Plan will comply with the requirements of all other applicable laws.

15.6 No Guarantee of Tax Consequences

Neither the Plan Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state, or local income tax purposes. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable

from the Participant's gross income for federal, state, and local income tax purposes and to notify the Plan Administrator if the Participant has any reason to believe that such payment is not so excludable.

15.7 Indemnification of Employer

If any Participant receives one or more payments or reimbursements under this Plan on a tax-free basis and if such payments do not qualify for such treatment under the Code, then such Participant shall indemnify and reimburse the Employer for any liability that it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

15.8 Non-Assignability of Rights

The right of any Participant to receive any reimbursement under this Plan shall not be alienable by the Participant by assignment or any other method and shall not be subject to claims by the Participant's creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to the extent required by law.

15.9 Headings

The headings of the various Articles and Sections are inserted for convenience of reference and are not to be regarded as part of this Plan or as indicating or controlling the meaning or construction of any provision.

15.10 Plan Provisions Controlling

In the event that the terms or provisions of any summary or description of this Plan are in any construction interpreted as being in conflict with the provisions of this Plan as set forth in this document, the provisions of this Plan shall be controlling.

15.11 Severability

Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder of the Plan shall be given effect to the maximum extent possible.

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the City of Bishop Salary Reduction Plan, City of Bishop has caused this Plan to be executed in its name and on its behalf, on this _____ day of _____, 2012.

CITY OF BISHOP

By: _____

Witness

Signature: _____

Appendix A

Related Employers That Have Adopted This Plan, With the Approval of City of Bishop.

[No Related Employers have adopted this plan. City of Bishop is the only employer participating in this Plan.]

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

SUBJECT: BUDGET ADJUSTMENTS/TRANSFERS FY 2011-2012

DATE: AUGUST 13, 2012

Attachment: Finance Department Memorandum

BACKGROUND/SUMMARY:

Attached is a Budget Adjustment/Transfers Report for Fiscal Year 2011-2012 through June 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:

Council consideration to take action to approve the budget adjustments and transfers for Fiscal Year 2011-2012 through June 30, 2012 as presented.

TO: City Council/City Administrator
 FROM: Cheryl Solesbee, Accounting Secretary
 DATE: August 13, 2012
 SUBJECT: Budget Adjustments/Transfers

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

BUDGET ADJUSTMENT AS FOLLOWS:
From Unbudgeted Reserves

FUND	AMOUNT	TO FUND/DEPT	AMOUNT
General Fund Unassigned Fund Balance 001-20405-000	\$ 2,515	Fire Dept 001-021-51009 PERS	\$ 75
		001-021-52013 Communications	\$ 65
		001-021-52015 Prof/tech Svcs	\$ 525
		001-021-53020 Vehicle Operation Note:Reimb from Vol Fire Dept on the four listed above	\$ 1,850
Home Fund/Willow St Unassigned Fund Balance 037-000-20405-000	\$ 2,500	Home Fund/Willow St 037-000-52015 Professional Tech Svcs Note:Mammoth Lakes Housing Fees	\$ 2,500

<u>Department Line Item</u>	To	<u>Department Line Item</u>	
Adm 001-011-52009 Training	\$ 500	Adm 001-011-52012 Office Supplies	\$ 200
		001-011-53022 Office Equipment	\$ 300

<u>Department Line Item</u>	To	<u>Department Line Item</u>	
Finance			
001-012-51022	\$ 420		
PARS			
001-012-51025	\$ 500		
Retiree Hlth Ins			
001-012-52009	\$ 1,000	001-012-52015	\$ 1,920
Training		Prof/tech Svcs	
001-012-52011	\$ 120	001-012-52012	\$ 120
Adv/printing		Office Supplies	
001-012-52018	\$ 125	001-012-53022	\$ 125
Spec Dept Supplies		Office Equipment	
Legal Svcs			
001-014-52018	\$ 105	001-014-52019	\$ 105
Spec Dept Supplies		Misc Dues & Subsc	
Bldgs & Grounds			
001-016-51002	\$ 2,010	001-016-52010	\$ 1,860
Salaries/Part-time		Heat, Light, Power	
		001-016-52013	\$ 150
		Communications	
Police Dept			
001-020-51004	\$ 4,936	001-020-52009	\$ 491
Overtime		Training	
		001-020-52011	\$ 2,667
		Adv/printing	
		001-020-52013	\$ 1,778
		Communications	
001-020-51007	\$ 1,100		
Health Ins			

<u>Department Line Item</u>	To	<u>Department Line Item</u>	
001-020-51008 Dental Ins	\$ 1,700		
001-020-51024 Emp Comp Match	\$ 1,600		
001-020-51025 Retiree Health Ins	\$ 2,642	001-020-52015 Prof/tech Svcs	\$ 7,042
Bldg 001-022-53020 Vehicle Operation	\$ 100	001-022-52018 Spec Dept Supplies	\$ 100
Street Maintenance 001-023-52018 Spec Dept Supplies	\$ 100	001-023-53020 Vehicle Operation	\$ 100
Parks & Rec 001-031-52018 Spec Dept Supplies	\$ 65	001-031-53022 Office Equip Operation	\$ 65
Planning 001-034-51022 PARS	\$ 325	001-034-51009 PERS	\$ 208
Sewer Fund 002-051-52014 Meetings, travel	\$ 1,049	001-034-53020 Vehicle Operation	\$ 117
002-051-52015 Prof/tech Svcs	\$ 2,778	002-051-52018 Spec Dept Supplies	\$ 3,782
		002-051-53022 Office Equipment	\$ 45

<u>Department Line Item</u>	To	<u>Department Line Item</u>	
Water Fund			
004-050-52010	\$ 7,378		
Heat, Light, Power			
004-050-52015	\$10,000	004-050-52018	\$ 2,218
Prof/tech Svcs		Spec Dept Supplies	
		004-050-53020	\$ 102
		Vehicle Operation	
		004-050-56027	\$ 15,058
		Capital Improvement	
TUT Fund		010-000-52018	\$ 804
010-000-52017	\$ 1,324	Spec Dept Supplies	
Waste Fees		010-000-53020	\$ 520
		Veh Operation	
SMHP Fund		012-095-51001	\$ 1,445
012-095-51021	\$ 1,595	Salaries Full-time	
Utilities - Mgr		012-095-55024	\$ 150
		Rentals-Refunds	

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR KSC

SUBJECT: Request to Advertise for Bids – Sewer Ponds Floating Baffles

DATE: August 13, 2012

Attachments: Staff Report
Draft Copy of the Request for Bids

BACKGROUND/SUMMARY

Director Grah indicates several recommendations were provided by H & S Environmental on their sewer ponds assessment conducted late spring of this year.

City staff has begun work on reconfiguring the aerators with hopes to add the floating baffles by this fall.

It is expected that the baffles will cost less than \$50,000 and will be included in the 2012-2013 Sewer Capital Expenditure Improvements budget.

RECOMMENDATION

Council consideration to approve the advertising for bids for the purchase of sewer ponds floating baffles.



To: Keith Caldwell, City Administrator
From: David Grah, Director of Public Works
Subject: Advertise for Bids for Sewer Pond Floating Baffles
Date: 7 August 2012
Previous: None
Funding: Sewer Capital Improvements

KSC


General:

Public Works proposes to advertise for bids for floating baffles in Pond 1 at the City of Bishop Wastewater Treatment Plant.

Background:

The sewer ponds are an important part of the City of Bishop waste treatment process. All flow from the city is treated in the ponds and the treatment they provide is essential in meeting the discharge requirements set in our permit from the state.

This spring, H & S Environmental of Mesa, Arizona, and one of the worlds authorities on sewer ponds, evaluated the performance of the City of Bishop ponds. As reported previously, H & S found the ponds were functioning well but also identified useful improvements. These improvements included reconfiguring the aerators and installing baffles in Pond 1. City staff have almost completed reconfiguring the aerators. The attached draft Request for Bids has been prepared for the purchase of the baffles. Once delivered, city staff will install the baffles. The baffles are expected to cost less than \$50,000.

When the 2012/2013 Sewer Capital Improvements budget was developed over a year ago, the project to reconfigure aerators and install baffles was not anticipated. As a result and even though \$647,500 is included in the 2012/2013 budget for sewer Capital projects, funds for the baffles are not specifically identified in this year's adopted budget. The Department of Public Works proposes a number of updates to the 2012/2013 fiscal year budget to address project changes that have been identified since the budget was developed. We understand we will have the opportunity to present these changes to the City Council in the next month or so. The total 2012/2013 budget we will propose for Sewer Capital Projects will include the Pond 1 Aerators and Baffles project and is expected to be less than the current \$647,500. The Pond 1 Aerators and Baffles project is a capital improvement expenditure, budget line item 002-051-56027. The cash balance in the sewer program at the end of June, typically the lowest balance of the year, was about \$720,000.

Recommendation:

Authorize advertising to purchase floating baffles.



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

Request For Bids

Sewer Pond Floating Baffles

Release: 16 August 2012

Closes: 13 September 2012

Contact: Deston Dishion, Public Works Superintendent

General: The City of Bishop requests bids for the purchase of floating baffles for use in a pond at the City of Bishop Wastewater Treatment plant. Bids shall be delivered to Bishop Public Works at City Hall at 377 West Line Street, Bishop, California 93514, publicworks@ca-bishop.us. Bids shall be accepted until 3 pm on the close date of this request and shall be clearly identified "Sewer Pond Floating Baffles Bid". Installation of the baffles will be done by city forces and is not included in the purchase.

Purchasing Preferences: City of Bishop contracting preferences apply to this purchase. The city provides a preference to small and local businesses in accordance with Section 3.26 of the Municipal Code.

Minimum Requirements:

1. The floating baffle installation shall be as shown on the attached sketch.
2. Baffles shall conform to the side slopes of lagoon where they meet the berm.
3. The Floating Baffles shall be delivered on site at the Bishop Wastewater Treatment Ponds at 980 Poleta Road in Bishop such that no further fabrication is required for installation.
4. The floating baffles shall include all materials required for installation with the exception of shore and bottom anchors.
5. The Floating Baffles shall depend on a primary bottom-anchored design for maximum resistance to loads encountered in municipal lagoons.
6. The Floating Baffles shall be designed for ease of installation in a new or operating lagoon without requiring de-watering.

7. The manufacturer shall utilize virgin quality elastomeric geomembrane materials and factory dielectric and thermal seaming processes throughout.
8. The Floating Baffles shall be fabricated from 8130 XR-5 geomembrane manufactured by the Seaman Corporation or approved equivalent. Nylon reinforced materials will not be accepted.
9. The floating baffles shall be equivalent to the Director I™ series floating baffles manufactured by Environetics, Incorporated, Lockport, Illinois, 815-838-8331 or the AQUAGUIDE® series floating baffle manufactured by Layfield Environmental Systems in El Cajon, California, 619-562-1200.
10. The floating baffle manufacturer shall provide an upper tension member consisting of a minimum 1/4 inch diameter stainless steel cable seamed in a hem under the flotation collar.
11. The Floating Baffle shall provide a bottom ballast member consisting of a 5/8 inch diameter galvanized proof-coil chain seamed in a hem at the bottom edge.
12. Tension members sewn to the baffle are not acceptable.
13. The flotation collar shall be constructed using a minimum 6 inch diameter by 8 foot long polystyrene foam logs sealed in a chamber of the specified baffle curtain material.
14. The flotation material shall be closed cell polystyrene foam (1 pounds per cubic foot minimum foam density) providing a minimum buoyancy of 60 pounds per cubic foot.
15. A maximum of 6 inches freeboard will be allowed to minimize exposure to wind and to prevent baffle displacement.
16. The Floating Baffles shall be manufactured in single units.
17. The baffle manufacturer shall provide anchoring hardware consisting of two 1/8 inch by 2 inch by 12 inch stainless steel bolt-through plates attached to the flotation collar approximately the midpoint of the baffle.
18. Floating Baffles shall have a limited 2-year warranty from the date of shipment covering workmanship and materials. All warranties must be submitted in writing by the manufacturer and confirmed by the end user.

Bid Requirements:

The bid shall reference and include all documentation necessary to demonstrate minimum requirements are met. The bid cost shall be the total cost of the floating baffles, including all applicable taxes and fees, delivered to the City of Bishop

Wastewater Treatment plant. If small business contracting preference is claimed, bid shall be accompanied by the bidders California Small Business number. If local business contracting preference is claimed, bid shall be accompanied with the attached form, completed by the bidder.

DRAFT

