



# CITY OF BISHOP

## CITY COUNCIL MEETING AGENDA

**Monday, February 28, 2011**

**7:00 p.m.**

**City Council Chambers – 301 West Line Street  
Bishop, California 93514**

### NOTICE TO THE PUBLIC

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

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

### 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.

### PROCLAMATION

- (1) California Arbor Week March 7-14, 2011.

### PRESENTATION

- (2) Eastern Sierra Energy Initiative presentation by Rick Phelps, Executive Director, on 2010 activities and future plans.

### DEPARTMENT HEAD REPORTS

- (3) Updates on department activities will be given by the Department Heads.
  - A. Assistant City Administrator / Community Services Director
  - B. Fire Chief
  - C. Police Chief
  - D. Public Works Director/City Engineer
  - E. City Administrator

### CONSENT CALENDAR

- (4)

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

Bishop City Council Agenda  
February 28, 2011

FOR APPROVAL AND FILING

- |         |  |
|---------|--|
| Minutes | (a) Study Session Minutes – 2/14/11            |
|         | (b) Council Minutes – 2/14/11                  |
| Reports | (c) Personnel Status Change Report             |
|         | (d) Surplus of City Property – Fire Department |

FOR INFORMATION AND FILING

- |                |   |
|----------------|---|
| Agenda         | (e) Planning Commission Meeting Cancellation – 2/22/11  |
|                | (f) Public Works Report – 1/11  |
| Correspondence | (g) Inyo County Board of Supervisors Chair Susan Cash dated February 4, 2011 relating to emergency medical services |

PUBLIC HEARING

- (5) A public hearing will be held to accept public input on the 2009-2010 Proposition 4 Appropriations Limit and Calculations.

NEW BUSINESS

- (6) Consideration of final adoption of Article XIII B of the California Constitution (Proposition 4) Appropriations Limit for Fiscal Year 2009-2010 – Administration.
- (7) Consideration of approval to execute a contract with Resource Concepts Inc. for consultant services on the new Water Storage Tank Project; approve Work Order 1; and authorize the expenditure not to exceed \$29,900 for this work order - Public Works Department.
- (8) Consideration of approval of the contract with HJW Geospatial for Light Detection And Ranging (LiDAR) Data Collection and Provision Project – Public Works Department.
- (9) Consideration to approve the request to advertise North Second Street Water Line Project – Public Works Department.
- (10) Consideration to provide support by making calls and writing letters to encourage continued federal funding for Community Services Block Grants (CSBG) that fund the Inyo Mono Advocates for Community Action (IMACA) programs – Council.
- (11) Consideration of the adoption of the Final Budget for Fiscal Years 2010 and 2011-2012 – Administration/ Finance.

RECESS COUNCIL MEETING TO CONVENE AS THE BISHOP REDEVELOPMENT AGENCY

*See separate agenda for Redevelopment Agency*

RECONVENE AS CITY COUNCIL/ROLL CALL

COUNCIL REPORTS

Bishop City Council Agenda  
February 28, 2011

ADJOURNMENT

March 14, 2011 – 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting

March 28, 2011 – 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting

April 11, 2011 – 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting

Meetings will be held in the City Council Chambers, 301 West Line Street, Bishop, California.



# CITY OF BISHOP

## CITY COUNCIL STUDY SESSION AGENDA

**Monday, February 28, 2011**

**4:00 p.m.**

**City Council Chambers – 301 West Line Street  
Bishop, California 93514**

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

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**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.

**JOINT MEETING WITH PARKS AND RECREATION COMMISSION**

**The Parks and Recreation Commission will be called to order and roll will be taken.**

**COUNCIL/COMMISSION JOINT DISCUSSION**

- 1. Review roles, responsibilities, priorities for Commission**
- 2. Council/Commission communications**
- 3. Dogs in the Park; Park security; Community Garden**

**PARKS AND RECREATION COMMISSION ADJOURNMENT**

**SCHEDULED DISCUSSION**

- 1. Current 7:00 p.m. agenda items**
- 2. General Plan Project – Progress Update**
- 3. Future agenda items**

**DEPARTMENT HEAD REPORTS**

- 1. Assistant City Administrator / Community Services Director**
- 2. Fire Chief**
- 3. Police Chief**
- 4. Public Works Director/City Engineer**
- 5. City Administrator**

**DISCUSSION**

- 1. Councilmember Smith**
- 2. Councilmember Cullen**
- 3. Councilmember Stottlemyre**
- 4. Mayor Pro Tem Dishion**
- 5. Mayor Griffiths**

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

TO: CITY COUNCIL  
PARKS & RECREATION COMMISSION 

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR

SUBJECT: **Joint Meeting - City Council and Parks & Recreation Commission**

DATE: February 28, 2011

**Discussion:** 1/10/11, 11/22/10, 10/19/10, some prior Council discussion

**Attachments:** 1. Municipal Code Chapter 2.20 - Parks & Recreation Commission

**Background:**

This joint meeting was scheduled per request of the City Council to meet with its three Commissions. The basic agenda topics for these meetings were set by the Council on January 10, 2011:

*DISCUSSION*

1. *Review roles, responsibilities, priorities for Commission.*
2. *Council/Commission communications.*

The Park & Recreation Commission has requested additional discussion items:

3. *Dogs in the Park; Park Security; Community Garden.*

**Discussion:**

1. *Roles, Responsibilities, Priorities.*

To facilitate discussion, *City Code Chapter 2.20 - Parks & Recreation Commission*, is attached. This Chapter establishes the Parks & Recreation Commission and sets forth their *Duties and responsibilities* in Section 2.20.050. The work of the Commission is broad, including making recommendations "in all matters pertaining to parks, public recreation;" advancing and coordinating recreation services;" advising "on problems relating to parks, facilities and programs;" and to "formulate recommendations on park rules and regulations." These should be the major areas for developing the Commission's priorities.

Directly relating to these duties, it is noted the *General Plan for the City of Bishop\** includes the Parks / Recreation element (plan) for the City. This parks & recreation plan was apparently last updated with adoption in 1993. The City Council

has also adopted a *Draft Master Plan for the City Park*, as recommended by the current Parks & Recreation Commission. At some point, this *Master Plan for the City Park* should be incorporated into an updated *General Plan*. When the *General Plan's* Parks/Recreation element is to be updated, the Parks & Recreation Commission should be tasked with significant role in the process.

2. Communications.

Regarding Council/Commission communications, it is noted that:

- (1) a key staff role is to relay information between Council and Commission;
- (2) Commission agendas, minutes, and reports are provided to the Council via the Council agenda / packet.

3. Dogs in the Park; Park Security; Community Garden.

The Parks & Recreation Commission will discuss these matters.

**Recommendation:**

Hold Joint Meeting with Parks & Recreation Commission per agenda.

\* The *General Plan for the City of Bishop* includes nine elements, with the *Parks / Recreation* element (plan) set forth in Chapter 8:

- |                                |  |
|--------------------------------|--|
| 1. <i>Introduction</i>         | 6. <i>Noise</i>                        |
| 2. <i>Economic Development</i> | 7. <i>Public Services / Facilities</i> |
| 3. <i>Land Use</i>             | <b>8. <i>Parks / Recreation</i></b>    |
| 4. <i>Housing</i>              | 9. <i>Conservation / Open Space</i>    |
| 5. <i>Circulation</i>          | 10. <i>Safety</i>                      |

**Attachment 1**  
**Chapter 2.20 - Parks & Recreation Commission**

**2.20.010 - Created—Membership.**

*There is created a park and recreation commission of the city. The commission shall consist of five members who shall, whenever possible, be residents and citizens of the city of Bishop. Appointments shall be made by the city council on the basis of nominations submitted pursuant to the policy manual of the city. The terms of each member shall be four years.*

**2.20.020 - Removal of members.**

*Any commissioner who fails to attend two consecutive or a total of four regular meetings in any calendar year, without a prior leave of absence having been sought and approved by the chairman or chairman pro tem, shall be deemed to have resigned from the commission. Any member of the commission may be removed from office by the mayor with the approval of a majority of the city council.*

**2.20.021 - Compensation.**

*Commissioners shall receive fifty dollars per calendar month in which a commission meeting is held and attended; however, no commissioner shall receive more than fifty dollars in any calendar month. Any necessary expense incurred by a commissioner while acting in an official capacity will be reimbursed subject to prior city council approval.*

**2.20.030 - Organization.**

*The commission shall, at its March meeting, organize by electing from its members one chairman and one vice chairman, and other officers as may be deemed necessary by the commission. The director of parks and recreation shall act as secretary to the commission. All officers shall hold office for a period of one year. The commission shall adopt rules and regulations for the transaction of commission business.*

**2.20.040 - Meetings—Quorum.**

*The commission shall hold one regular meeting each month at a time, date, and place designated by the commission. Special meetings may be called by the chairman or a majority of the commission, provided the notice has been given to all members at least forty-eight hours prior to the meeting. A majority of commissioners shall constitute a quorum. Minutes of commission meetings shall be filed with the city clerk.*

**2.20.050 - Duties and responsibilities.**

*It shall be the duty and responsibility of the park and recreation commission to:*

- A. Advise the city council and the director of parks and recreation in all matters pertaining to parks, public recreation, and all other associated activities as prescribed by ordinances, or by city council action;*
- B. Aid and participate in advancement and coordination of recreation services with other governmental agencies, civic groups and volunteer organizations;*
- C. Advise the director of parks and recreation on problems relating to parks, facilities and programs;*
- D. Formulate recommendations on rules and regulations with respect to use and conduct in parks and other recreation areas.*

TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

**SUBJECT: PROCLAMATION FOR CALIFORNIA ARBOR WEEK**

DATE: FEBRUARY 28, 2011

**BACKGROUND/SUMMARY:**

The Assistant City Administrator/Community Services Director has been briefing the Council on upcoming Arbor Week events in the City Park during recent Department Head Reports.

This proclamation is provided to help promote Arbor Week and the value of planting trees for the benefit of future generations.

**RECOMMENDATION:**

Hear the report from Keith Caldwell and read the California Arbor Week Proclamation.



CITY OF BISHOP  
PROCLAMATION FOR

CALIFORNIA ARBOR WEEK



**WHEREAS, Arbor Day is celebrated nationally to encourage Americans to maintain and replenish our country's vast forests, orchards, and woodlands; and**

**WHEREAS, In California, we also observe Arbor Day starting on the birthday of Luther Burbank, a famed California horticulturalist whose life's labor produced hundreds of plants and trees that have contributed to the natural splendor and food production in our state; and**

**WHEREAS, California Arbor Week has the involvement of the City of Bishop; and working to improve the quality of life in Bishop; and**

**WHEREAS, Trees are a valuable economic asset in our towns that help maintain or increase property values and attract business and new residents; and**

**WHEREAS, Trees play an important role in energy conservation by modifying temperature extremes with shade and humidity, and are particularly important in reducing the amount of energy consumed in heating and cooling buildings and homes; and**

**WHEREAS, Trees planted in urban areas play a significant role in meeting the state's greenhouse gas emission reduction targets by sequestering carbon as well as reducing energy consumption; and**

**WHEREAS, Trees directly contribute to improving California's air quality by reducing air pollution by removing airborne particulates from the atmosphere and helping to purify the air; and**

**WHEREAS, Trees play a significant role in protecting and purifying California's limited water resources by reducing surface runoff, contributing to storm water management activity and protect urban water resources; and**

**WHEREAS, Trees provide essential habitat for much of California's wildlife, including many listed threatened, and endangered species; and**

**WHEREAS, Trees enhance the aesthetic quality of life in communities by providing a natural buffer for surface noise and natural recreational resource for California's children;**

**THEREFORE, I, Jeff Griffiths, Mayor of the City of Bishop, on behalf of the City Council, do hereby proclaim March 7 through March 14 of each year as CALIFORNIA ARBOR WEEK, and urge all citizens to observe and celebrate the week by planting trees for our own benefit and for the benefit of future generations.**

**IN TESTIMONY THEREOF, I have hereunto set my hand and caused to be affixed the City Seal of the City of Bishop on this date, February 28, 2011.**

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Jeff Griffiths, Mayor

TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

SUBJECT: **UPDATE ON EASTERN SIERRA ENERGY INITIATIVE (SCE LOCAL GOVERNMENT PARTNERSHIP)**

DATE: FEBRUARY 28, 2011

**BACKGROUND/SUMMARY:**

The City of Bishop participates in the Eastern Sierra Energy Initiative (SCE Local Government Partnership) and has taken steps to utilize applicable programs to make our facilities more energy efficient.

Rick Phelps from High Sierra Energy will be making a presentation on SCE activities and the upcoming Small Business Direct Install Program that will provide no cost retrofits to small businesses in Edison's territory.

**RECOMMENDATION:**

Hear the presentations and ask questions as needed.



DATE: February 23, 2011

TO: Bishop City Council

CC: Jim Southworth

FROM: Rick Phelps  
Office: (760) 934-4650

SUBJECT: Update on Eastern Sierra Energy Initiative (SCE Local Government Partnership)

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The partnership in Bishop concentrates on direct energy efficiency opportunities, education programs and community outreach, as summarized below.

### **Direct Energy Efficiency Opportunities**

A key component of the partnership with SCE is that local governments will be “energy leaders” and seek to make their facilities as energy efficient as possible. Consequently, we have worked with both Community Services and Public Works to identify efficiency projects in SCE’s territory. However, the bulk of the City’s facilities are in LADWP’s territory except water pumps and the prospective water storage expansion project – which could save both energy and shift the pumping time-of-use to a more attractive rate schedule. We are continuing to work with Public Works Director David Grah on that project to ensure than the City maximizes the incentive funds available from SCE.

Another program that will kick off in May is the Small Business Direct Install Program that will provide up to \$10,000 of no-cost retrofits to small businesses in SCE’s territory. These retrofits will be delivered by a SCE contractor and will focus on a number of energy efficiency measures, but

primarily lighting. To ensure that qualifying businesses take advantage of this exceptional offer, we are doing significant outreach at local meetings and media outlets. Attached is a one-page description of Direct Install.

### **Education Programs**

In 2010, we co-sponsored two all day training classes.

The first class was in September and addressed the new State of California Title 24 energy efficiency building standards. It was co-sponsored by Cerro Coso Community College and was conducted at their Bishop Campus. About 20 people attended with the majority of attendees from local government.

The second class was in December and introduced the new California Green Building Code (CalGreen) and was co-sponsored by Cerro Coso Community College, Mono County and the Town of Mammoth Lakes. The class was held at Cerro Coso's Mammoth Lakes' campus and, including almost 50% from Bishop and Inyo County. About 60% of the attendees were from the private sector

### **Community Outreach**

We presented the Eastern Sierra Energy Initiative to both Bishop Rotary Clubs and the Chamber of Commerce. We also participated in the Owens Valley Contractors and Vendors Association Business Expo in September. Additionally, our Compact Fluorescent Lamp float was in the Christmas parade and we distributed our commemorative green ornaments at the Night of Lights. At all of these events we met more residents that were interested in the message of energy efficiency and the work of the partnership.

\* \* \*

We look forward to make continued progress in energy efficiency with the City of Bishop. Thank you for the opportunity to work together.

## DIRECT INSTALL PROGRAM

# Save energy and money. Get FREE energy-efficient products and installation from SCE.

### Let SCE help your business save money.

Today's economy is especially challenging for small businesses. Many are aggressively seeking ways to cut expenses and better manage operating costs. Southern California Edison (SCE) understands how energy costs can impact your bottom line...that's why we offer the Direct Install program.

The Direct Install program is an excellent way for your business to reduce energy costs and save money. This effortless program provides qualifying businesses with FREE energy-efficient products, FREE installation and long-term energy savings.

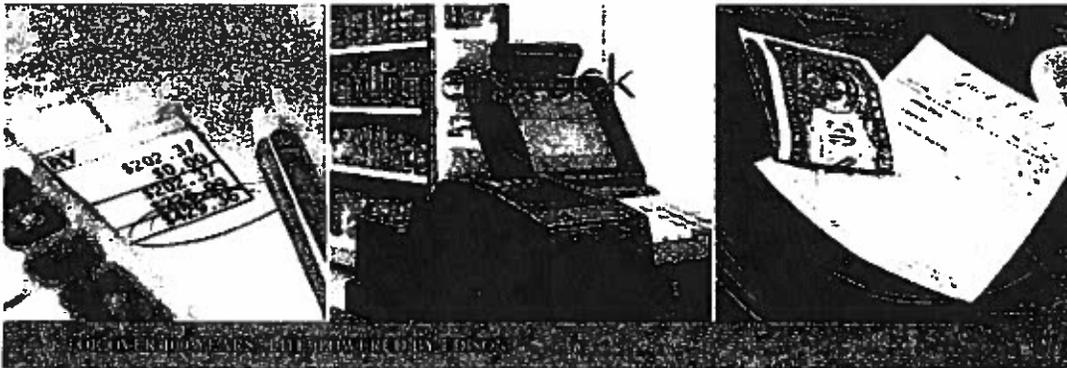
### How Direct Install Works

SCE has contracted with highly-skilled energy efficiency experts who will come and evaluate your facility, free of charge, to identify energy savings opportunities.

With your approval, the contractor will install FREE energy-efficient replacement equipment. By replacing the less efficient equipment with new, energy-efficient technology, your business will reduce its energy use, carbon footprint and electric bill — all at no cost to you.

Our approved contractor will take 5–10 minutes to complete the energy assessment and make recommendations to improve the energy efficiency of your business. If you agree with the recommendations, the contractor will ask you to sign an Authorization Form and schedule an appointment for a convenient time to install the equipment. Installation of recommended energy-efficient equipment will take less than two hours and your business can remain open.

It's really that easy. There's no catch. Simply allow SCE to help your business use energy more efficiently, conserve precious resources and improve your bottom line.



## DIRECT INSTALL PROGRAM



### What You'll Receive



You get long-term energy savings with no underlying cost!

- **FREE** energy evaluation and savings analysis
- **FREE** energy-efficient products that include:
  - **Fluorescent Lighting** — Save up to 42% on lighting costs every month and help lower your cooling costs!
  - **Refrigeration** — Gaskets, door closers, suction line insulation, and strip curtains to improve the energy-efficient operation of your refrigeration equipment.
  - **LED Signs (Open and Exit)** — Save up to 90% on your signage electricity costs by using LED signs.
  - **Window Film** — Applying heat-rejecting window film is a low-cost way to help reduce both solar heat gain in the summer and heat loss in the winter.
  - **Occupancy Sensors** — Sensor lighting controls that turn off lighting when a space is unoccupied can reduce energy use by up to 50%.
  - **Vending Mixers** — Energy efficiency product for vending machines that saves money by managing power consumption.
  - **Programmable Thermostats** — One of the easiest ways you can save energy, money, and help fight global warming.
- **FREE** product installation

### What is Needed

You do not need to purchase anything to participate. Simply be willing to have your less-efficient equipment replaced with more energy-efficient products — free of charge.

To learn more about Direct Install or other SCE solutions to help your business manage energy costs and improve your bottom line, please visit [www.sce.com/directinstall](http://www.sce.com/directinstall) or call (800) 736-4777.

The SCE-approved contractors for the Direct Install program are:



The Direct Install program is funded by California utility ratepayers and is administered by Southern California Edison under the auspices of the California Public Utilities Commission. The Direct Install program is available to qualified businesses using less than 100kW monthly. Corporately-owned national franchisees are not eligible. Installed equipment is warranted by the manufacturer for one year and the contractor warrants their work for one year. Projects are limited to a maximum of \$16,000 per Service Account. Program effective until funds are exhausted. Program may be modified or terminated without prior notice.

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NR-287-V1-0310

TO: CITY COUNCIL  
FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR  
SUBJECT: DEPARTMENT HEAD UPDATES  
DATE: FEBRUARY 28, 2011



**BACKGROUND/SUMMARY:**

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

CITY OF BISHOP  
CITY COUNCIL STUDY SESSION MINUTES  
FEBRUARY 14, 2011

AGENDA ITEM NO.  
4(a)

- CALL TO ORDER** Mayor Griffiths called the meeting to order at 4:00 p.m.
- COUNCIL PRESENT** Councilmembers Laura Smith, Susan Cullen, David Stottlemyre  
Mayor Pro Tem Bruce Dishion  
Mayor Jeff Griffiths
- COUNCIL ABSENT** None
- OTHERS PRESENT** James Southworth, City Administrator  
Denise Gillespie, Assistant City Clerk  
Keith Caldwell, Assistant City Administrator/  
Community Services Director  
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.
- JOINT MEETING WITH CITY PLANNING COMMISSION** Shane Huntley, Chairman of the City of Bishop Planning Commission called the Joint Meeting with the City Council to order. Roll call was taken. Present: Shane Huntley, Ted Gardner, David Bhakta, David Bloom, Tom Hardy, Robert Lowthorp. Absent: Frank Crom.
- The Chairman announced the public comment period. No public comment was provided.
- 1. Roles/Responsibilities/Priorities** City Administrator Southworth reviewed the contents of the Commission packets relating to the roles, responsibilities and priorities of the Commission.
- 2. Council/Commission Communication** Councilmember Stottlemyre suggested a representative of the Commission attend the Study Sessions periodically to provide reports to the Council. Discussion was held on training opportunities.
- In response to a question from the Council, the Commission members made suggestions on ways to assist in their decision making. Two items discussed were signs and parking.
- Sign ordinance conditional use permits - It was recommended that advance planning -- having a like-mind policy -- would help to improve the looks in downtown Bishop and give the

Commission guidelines to follow in the process. It was noted that some of those decisions would be dictated by corporation ownership.

Parking – Discussion was held on whether the parking requirements are realistic considering the limited space in the downtown area. The conditional use permit process is a good tool for evaluating individual properties.

1. Silver Peaks Design

The Silver Peaks Project for low-income senior and developmentally disabled housing was presented for discussion on the general site plan design presented by Larry Emerson with I.M.A.C.A. The location selected is the southwest corner of MacIver and Spruce Street with ongoing site-control negotiations with L.A.D.W.P. It is hoped the design plans will be finalized prior to the next round of C.D.B.G. grant applications. Three site designs were presented and discussed. It was the consensus of the Planning Commission and Council that Plans C & D were preferred which included both single and two-story buildings, private patio or balcony, community garden, common and open areas, and covered parking. Grant funding will determine whether the project can be constructed in one or more phases.

4. Emergency Shelter Informational Session

Discussion was held on the draft ordinance for the emergency shelter updates.

The joint meeting of the City Council and Planning Commission was adjourned at 5:52 p.m.

RECESS/RECONVENE

Following a five minute break the Council reconvened the Study Session with all five Council Members present.

SCHEDULED DISCUSSION

1. Current 7:00 p.m. agenda items
2. Department Head Evaluation Schedule
3. City/County Liaison Committee Meeting discussion topics. This meeting has been postponed and topics will be discussed at a future Study Session.
4. Future Agenda Items

DEPARTMENT HEAD REPORTS

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

COUNCIL DISCUSSION

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

ADJOURNMENT

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

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JEFF GRIFFITHS, MAYOR

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

CITY OF BISHOP  
CITY COUNCIL MINUTES  
FEBRUARY 14, 2011

CALL TO ORDER	Mayor Griffiths called the meeting to order at 7:05 p.m.
INVOCATION	The invocation was given by Pastor Randy Skoretz of the Seventh Day Adventist Church followed by the Pledge of Allegiance led by Councilmember Cullen.
COUNCIL PRESENT	Councilmembers Laura Smith, Susan Cullen, David Stottlemyre Mayor Pro Tem Bruce Dishion Mayor Jeff Griffiths
COUNCIL ABSENT	None
OTHERS PRESENT	James Southworth, City Administrator Denise Gillespie, Assistant City Clerk Peter Tracy, City Attorney Keith Caldwell, Assistant City Administrator/ Community Services Director Ray Seguine, Fire Chief Chris Carter, Police Chief David Grah, Public Works Director/City Engineer Gary Schley, Public Services Officer Bob Kimball, City Treasurer
PUBLIC COMMENT	The Mayor announced the public comment period. No public comment was provided.
PRESENTATION	
Chamber of Commerce Update (1)	Tawni Thomson, Executive Director of the Bishop Area Chamber of Commerce, provided the Council with an update on the Chamber's recent activities and membership. She stated one of the efforts to utilize The Retail Coach reports is to develop a working group of area retailers to share information and start working together to catch a portion of the sales leaving the area. The Chamber will be attending three sports and travel shows. Upcoming events are the Blake Jones Derby, the annual fishing opener Press Reception and display in the Park. Thomson reported that the California High School Rodeo Association has signed a four-year extension of the contract for the State Finals to be held at the Fairgrounds in Bishop which is very good news for the local economy and community.
DEPARTMENT HEAD REPORTS (2)	Reports from Community Services, Fire, Police, Public Works and Administration were given on the departments' activities including upcoming and ongoing projects.

CONSENT CALENDAR  
(3)

A motion was made by Councilmember Cullen and passed unanimously to approve the Consent Calendar as presented:

Motion/Cullen

**FOR APPROVAL AND FILING**

- (a) Study Session Minutes – 1/24/11
- (b) Council Meeting Minutes – 1/24/11
- (c) Personnel Status Change Report
- (d) Fund Transactions – 7/1/10 – 12/31/10
- (e) Fund Transactions – 7/1/10 – 1/31/11
- (f) Warrant Register – 1/11
- (g) Investment Portfolio – 12/10
- (h) Surplus of City Property – Community Services/Fire Dept.
- (i) Emergency Purchase – Sewer Lift Station Compressor

**FOR INFORMATION AND FILING**

- (j) Planning Commission Minutes – 11/30/10
- (k) Police Department Statistics – Calendar Year 2009 / 2010
- (l) Fire Department Activity Log – 1/11
- (m) Public Works Permits Report 1/11

**NEW BUSINESS**

RESOLUTION NO. 11-01  
Eastern Sierra Transit  
Authority Joint Powers  
Agreement Amendment  
(4)  
Motion/Griffiths

On a motion by Mayor Griffiths, the Council voted 5-0 to adopt Resolution No. 11-01 by title only, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, APPROVING AMENDMENT OF SECTION 2.2 OF THE JOINT POWERS AGREEMENT OF THE EASTERN SIERRA TRANSIT AUTHORITY".

BID AWARD  
Park Pool Heating Element  
(5)  
Motion/Stottlemyre

The Community Services Director reported that two bids were received for the heating element for the Park Pool:

Rite Way Pool Supply - \$5,646.18  
Knorr Systems, Inc. - \$5,580.44

Pursuant to Ordinance No. 532 relating to preferences for local and small businesses, the difference between the two bids is five percent or less and can be awarded to the local bidder.

On a motion by Councilmember Stottlemyre, the Council voted 5-0 to award the bid for the Park Pool Heating Element to Rite-Way Pool Supply in the amount of \$5,646.18.

POLICE LIEUTENANT  
Job Description Approval  
(6)  
Motion/Smith

On a motion by Councilmember Smith, the Council voted 5-0, to approve the revised job description for the Police Lieutenant position.

BUDGET ADJUSTMENTS/  
TRANSFERS FY 2010-2011  
(7)

On a motion by Councilmember Cullen, the Council voted 5-0 to approve the budget adjustments and transfers for Fiscal Year 2010-2011 as presented in order to bring the accounts into

Motion/Cullen reconciliation with expenditures through January 31, 2011.

COUNCIL REPORTS Councilmembers gave committee reports and made community announcements as appropriate. No action was taken.

ADJOURNMENT The Mayor adjourned the meeting at 8:00 p.m. to the next Council meetings scheduled for Monday, February 28, 2011 at 4:00 for the Study Session and 7:00 p.m. for the Regular Meeting in the City Council Chambers.

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JEFF GRIFFITHS, MAYOR

Attest: James Southworth, City Clerk

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



# CITY OF BISHOP PERSONNEL STATUS CHANGE

PR# 1171

Employee HARTSHORN, OLIVIA	Department COMMUNITY SERVICES	Hire Date Oct 15, 2010	Effective Date
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- Hire     Rehire     Voluntary     Layoff     Eligible for rehire: \_\_\_\_\_     Reason: (see remarks)  
 Termination: \_\_\_\_\_     Reason: (see remarks)     Expected return date \_\_\_\_\_     Return from leave

From \_\_\_\_\_ To \_\_\_\_\_  
 Position Title: \_\_\_\_\_  
 Status: \_\_\_\_\_ Part Time \_\_\_\_\_  
 Rate: (hr/mo) \$13 HR \_\_\_\_\_

- Merit Increase    \_\_\_\_\_ Date \_\_\_\_\_  
 Promotion    Increase recommended    \_\_\_\_\_ Date \_\_\_\_\_  
 Salary adjustments    \_\_\_\_\_ Date \_\_\_\_\_  
 Special(see remarks)    Increase recommended    \_\_\_\_\_ Date \_\_\_\_\_  
 Transfer(see remarks)  
 Other(see remarks)    \_\_\_\_\_  
 Remarks: \_\_\_\_\_

*Olivia Hartshorn*  
Employee

*John Caldwell*  
Department Head

*[Signature]*  
City Administrator

(10)



(d)

# **BISHOP FIRE DEPARTMENT**

P.O. Box 1236, Bishop, CA 93515

(760) 873-5485

Ray G. Seguire, Fire Chief

## **Memo**

**To:** Jim Southworth, City Administrator  
**From:** Ray Seguire, Fire Chief  
**CC:**  
**Date:** 2/22/2011  
**Re:** SURPLUS OUTDATE SCBA CYLINDERS

---

Mr. Southworth,

The Department would like to surplus outdated self contained breathing cylinders and remove them from the inventory;

Please see attachment

The equipment is outdated and beyond their service life. With permission, I would like to go to City Council and request to surplus, remove from inventory and recycle. Thank You



Ray Seguire  
Fire Chief

Copy:

File

## SCBA CYLINDER SURPLUS

	<b>City ID#</b>	<b>Serial #</b>	<b>Owner</b>	
	4246	V5477	CITY	
	4252	V5454	CITY	
	4254	33948	CITY	
	4269	V5582	CITY	
	4285	V5453	CITY	
	4286	32392	CITY	
		33733	CITY	
		34220	CITY	
		34205	CITY	
		33791	CITY	
		34018	CITY	
		33764	CITY	
		34111	CITY	
		V6013	CITY	
		V5500	CITY	
		5450	CITY	
		32386	CITY	
		V5551	CITY	
		33754	CITY	
		V6129	CITY	
		V6194	CITY	
		33763	CITY	
		V5501	CITY	

(e)

**City of Bishop  
Planning Commission**

**There will be no Planning Commission Meeting**

**February 22, 2011**

**The next regularly scheduled meeting will be**

**March 29, 2011**

**Bishop City Council Chambers  
301 West Line Street  
Bishop, CA 93514  
760/873-8458**



# 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

AGENDA ITEM NO.

(f)

## Public Works Report

January 2011

### Water

1. Opened bids for Road Improvement Project A. Qualcon Contractors of Minden Nevada was the low bidder.
2. Dug and poured footings for radio towers and erected the towers at Well 2, Waste Water Treatment Plant, Johnston Drive Lift Station, and at the Public Works Corporate Yard. Towers will be used in the SCADA system.
3. Assisted water customer at 262 Sneden Street by taking water samples to ensure water quality is not the cause of sickness.
4. Provided 2010 water meter readings at the Holiday Inn Express for property owner.
5. Eco:Logic continues to work with Federal Communication Commission to obtain radio licensing for SCADA project.
6. Located water services and for various customers at their request.
7. Performed grounds maintenance at Wells 2 and 4.
8. Took monthly readings of all water meters.
9. Took routine bacteria samples.
10. Fabricated valve keys for main line valves.
11. Held Bishop Water and Sewer Commission meeting.
12. Evaluated water storage tank consultant proposals.

### Sewer

1. Installed a one way check valve on sewer lateral at 1280 North Main Street.
2. Began the process of rehabilitating sewer manholes identified in the Sewer Master Plan.
3. Switched flow from south clarifier to north clarifier and performed maintenance to south clarifier.
4. Cleaned sludge and grit drying beds.

5. Turned on diversion at Wye Road permanently on a trial basis. Theory is that if line runs at a constant flow we will encounter fewer backups in the main just downstream of diversion that may result from very little flow while diversion is off.
6. Surveyed sewer pond inlets and outlets as well as the majority of the 40 acre pasture. This survey was done to design a build a flow measurement device for water discharged to irrigated pasture, and to comply with the State Water Quality Control Board request.
7. Performed grounds maintenance at the Waste Water Treatment Plant.
8. Made routine inspections of grease interceptors.
9. Performed maintenance on the Johnston Drive Lift Station.
10. Generated a No Spill Certification for the state and reported the same.
11. Performed routine main line cleaning in trouble areas.
12. Placed soil spoils from the Hanby Avenue Project in low areas of the 40 acre pasture.

#### **Streets**

1. Assisted the American Legion by constructing 33 new flag pole sleeves on Caltrans and City of Bishop right of ways.
2. Removed root in the Sunrise Mobile Home Park and patched asphalt to alleviate a possible trip hazard.
3. Assisted home owner at 306 May Street with removal of existing driveway and sidewalk and supplied aggregate base. This work was done as part of the City's Sidewalk Safety policy.
4. Patched potholes resulting from storms.
5. Cleaned storm drains, ditches and gutters during heavy rainfall.
6. Participated in working group meetings related to the update of the Bishop General Plan including the Circulation Element (to be called Mobility Element).
7. Attended Inyo Local Transportation Commission meeting.
8. Participated in Rural Counties Task Force meeting concerning transportation issues.
9. Provided comments on proposal to allow off highway vehicles access to city streets.
10. Monitored city request to add street light on West Elm Street near Main Street.

#### **Miscellaneous**

1. Repaired trip hazards in the sidewalk and parking lot at the Senior Citizen Center. At the same time we also replaced wheel stops in parking lot.

2. Provided weekly tailgate safety meetings.
3. Cleaned up and organized all Public Works facilities.
4. Hauled trash and debris from Fowler Pit to the Sunland Landfill.
5. Performed maintenance to light trucks and equipment.
6. Attended Owens Valley Contractors and Vendors Association meeting.
7. Received and began evaluation of proposals for the LiDAR project.
8. Participated in Eastern Sierra Energy Institute meeting.
9. Attended Interregional Water Management Plan meeting.
10. Field-reviewed Northern Inyo Hospital's storm water quality plan and features.

(9)



# BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373 • FAX (760) 878-2241  
e-mail: pgunsolley@inyocounty.us

MEMBERS OF THE BOARD  
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*Assistant Clerk of the Board*

February 4, 2011

The Honorable Mayor and City Council  
City of Bishop  
377 West Line Street / P.O. Box 1236  
Bishop, California 93515

RECEIVED  
FEB 11 2011  
CITY OF BISHOP

Dear Mayor Griffiths:

At its meeting on February 2<sup>nd</sup>, the Inyo County Board of Supervisors reviewed a letter dated January 21<sup>st</sup> from James Southworth to the Inyo County Administrative Officer regarding the provision of ambulance services in the northern part of the county; an area technically referred to as Operational Area 1. The letter imparted several misunderstandings and, more regrettably, left the impression that the City of Bishop was unwilling to work with the local ambulance company, the County, and other stakeholders to improve a service identified by the City as in need of enhancement.

In providing this response, we hope to clarify some of the more significant misunderstandings contained in Mr. Southworth's letter and, since we do not recall this matter being discussed at a City of Bishop City Council meeting, determine if the letter truly represents the understanding and position of your entire City Council or just certain individuals. Most importantly, however, upon presentation of the facts, we hope the City of Bishop might reconsider the position it conveyed in the letter, and provide direction to staff to seek a constructive and active role in resolving the City's concerns to the extent those concerns still exist.

The Board of Supervisors takes seriously the County's role, albeit a likely diminishing one, in the regulation of emergency medical services, including ambulance services, and closely and carefully monitors issues associated with the provision of ambulance services throughout the County. The provision of emergency ambulance services in Operational Area 1 comprises the County's First and Third Supervisorial Districts in their entirety, as well as portions of the Second and Fourth Districts, so it should come as no surprise that the provision of ambulance services in this part of the county receives particular attention from members of the Board of Supervisors.

When Symons Emergency Specialties informed the County last March that, as a result of unforeseen reductions in the amount of the Medicare reimbursements it receives and has relied on to provide enhanced ambulance services, the company could no longer afford to have a paid second ambulance (the "second out") on stand-by, both the Board of Supervisors and County staff registered concerns about how this might affect contractually-obligated response times. Since then, the County has continued to closely monitor the provision of ambulance services in Operational Area 1 and, to date, it appears that response times for both first and second out calls continue to be met.

To be clear, EMS requirements are based on the time it takes an ambulance to respond to the scene. Within the City of Bishop, EMS providers must respond to the scene within 9:59 minutes, 90-percent of the time. Outside of the City of Bishop, but still in Operational Area 1, EMS providers must respond within 29:59 or 99:99 minutes (contingent on the specific area) 90-percent of the time. Our records indicate that, as the EMS provider for Operational Area 1, Symons Emergency Specialties has met these standards by a large margin, and that it has done so even though it is no longer financially feasible for it to maintain two ambulances on stand-by.

We note that Symons is not alone in this challenge. We understand that the reduction in Medicare payment amounts has negatively impacted the bottom lines of the Fire Districts outside of Bishop that provide emergency medical services across the rest of the county, as well as public and private ambulance operations throughout the state. In fact, we understand from Inland Counties Emergency Medical Agency (ICEMA), the over-arching regulator of these services in Inyo County, that portions of San Bernardino County simply no longer have ambulance services because it is not financially feasible to provide ambulance service.

This leads to another inaccuracy in Mr. Southworth's letter that should be addressed. There seems to be a misunderstanding to the effect that Inyo County has primary responsibility to provide ambulance services in the County. Inyo County does not provide ambulance service anywhere in Inyo County, nor does it have an obligation to do so. Where there are numerous private companies seeking to provide emergency medical services in an operating area, a county's traditional (but discretionary) role has been to select the best provider and to ensure that state and county EMS standards are met. In this respect, the County's role has been as a regulator of the service providers, not as a supplier of the services.

In that role, Symons Ambulance was selected as the most qualified provider of the two companies that desired to provide service in Operational Area 1. In our opinion, Symons Ambulance has provided good service to the citizens of Bishop and Operational Area 1, despite the minimal compensation it collects in this rural area, and despite major cutbacks in funding for that service from the state and federal governments. We note that the Bishop area is the only area in the County that can support a private company to provide ambulance services, and benefits from an enhanced service level for that reason. We are aware of no EMS provider who would offer a higher level of service.

Although the County has a contract with Symons by which Symons is the exclusive provider of emergency ambulance services in Operational Area 1, the County does not pay Symons Ambulance for those services. Inyo County does not fund the provision of EMS service in any area of the county. Like the City of Bishop, the County of Inyo faces no legal requirement to provide ambulance services. All ambulance service in the County is provided by either private business, such as in Operational Area 1, or by volunteer fire departments, such as in the rest of the county. In most areas of the County, it is through the efforts of dedicated volunteers that ambulance service exists at all. Bishop is fortunate that its economic base supports the enhanced service it currently enjoys, which is a higher level of response than enjoyed in any other area of the County.

To the extent that the City of Bishop may desire an even higher level of service, the means to accomplish this must also reside with the City. Inyo County simply does not have the resources to step in and replace disappearing state and federal funds on which we all have long relied. As we are sure the City is just as painfully aware, long gone are the days when one government entity can

simply look to another to provide discretionary services, especially at enhanced levels. Such improvements to the quality of life in our communities will only continue to occur by governments and communities working together. This is particularly true in the case of enhancing, or even maintaining ambulance services within the county.

To be effective, any EMS solution must include the participation of, and a commitment from all stakeholders, including the City of Bishop. We have been impressed by some of the efforts that Symons Emergency Specialties has initiated to boost services. Since enhancing services may include an increased use of volunteers in Operating Area 1, Mr. Symons was proactive in offering to work with the City of Bishop and Bishop Rural Fire Protection District to ensure such a strategy does not negatively impact the City or District. Inyo County respectfully invites the City to re-consider its previous position so that it might become a constructive part of the effort to achieve the service enhancements it seeks. We suggest this can best be accomplished by working at the staff level, and ask that Mr. Southworth contact Mr. Carunchio to arrange a meeting with appropriate County staff if this is your Council's desire.

In closing, we hope this letter clarifies some of the misconceptions surrounding the provision of ambulance services in the County. We look forward to the City joining the County in working to explore constructive and creative ways in which those services might be enhanced.

Sincerely,



Susan Cash, Chair  
Inyo County Board of Supervisors

Cc: County of Inyo Board of Supervisors  
City of Bishop City Council  
Bishop Rural Fire Protection District Board of Commissioners  
Kevin D. Carunchio, County Administrative Officer  
James M. Southworth, City Administrator  
Jean Turner, Health and Human Services Director  
Chief Ray Seguire

TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

**SUBJECT: PUBLIC HEARING - 2009-2010 CALIFORNIA CONSTITUTION ARTICLE XIII B  
(PROPOSITION 4) APPROPRIATIONS LIMIT AND CALCULATIONS**

DATE: FEBRUARY 28, 2011

**BACKGROUND/SUMMARY:**

At the January 24th meeting, Council set the schedule for the review and adoption of the 2009-2010 Proposition 4 Appropriations Limit. Public notice has been given for the initial public review period of January 28 – February 28, 2011. Copies of the report were available for review at City Hall and the Bishop Library.

The purpose of this scheduled public hearing is to accept public input on the City of Bishop's 2009-2010 Proposition 4 Appropriations Limit and Calculations.

The final adoption of the appropriations limit is scheduled for tonight.

**RECOMMENDATION:**

Hold the public hearing.

**NOTICE OF PUBLIC HEARING  
PROPOSITION 4  
APPROPRIATIONS LIMIT AND CALCULATION**

NOTICE IS HEREBY GIVEN that the Bishop City Council will hold a public hearing on Monday, February 28, 2011 at 7:00 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California. Said hearing is to accept public input on the 2009-2010 PROPOSITION 4 APPROPRIATIONS LIMIT AND CALCULATIONS for the City of Bishop.

The proposed 2009-2010 Proposition 4 Appropriations Limit and Calculations are available for public review at City Hall, 377 West Line Street and the Inyo County Library, 210 Academy Street, Bishop, from January 28, 2011 through February 28, 2011.

ANY persons wishing to comment are invited to attend said hearing or send written comments to the Bishop City Council, P. O. Box 1236, Bishop, California 93515 on or before the time of said hearing.

TO: City Council

FROM: City Administrator 

**SUBJECT: FINAL PROPOSITION 4 FIGURES - APPROPRIATIONS LIMIT 2009-2010**

DATE: February 28, 2011

**BACKGROUND/SUMMARY:**

Article XIII B of the California Constitution requires the preparation of an "appropriation limit" for governmental entities. Due to changes in the law and unanticipated changes in the economic environment which set up the parameters for "Proceeds of Taxes", staff has an independent accountant's report prepared to finalize the City of Bishop's actual appropriations. A copy of this report and calculations are provided for Council review.

The report confirms compliance with Article XIII B of the California Constitution by the City of Bishop. The City's appropriations subject to limit for 2009-2010 was \$4,841,327. Our calculated actual limit was \$6,950,182. The City of Bishop was under the statutory limit by \$2,108,855 for fiscal year ended June 30, 2010.

**RECOMMENDATION:**

Accept and adopt the report prepared by Larry Bain, CPA relating to the City of Bishop's Proposition 4 Appropriations Limit for the 2009-2010 fiscal year.

**CITY OF BISHOP**

**PROPOSITION 4  
CALCULATIONS**

**JUNE 30, 2010**

**CITY OF BISHOP**

**PROPOSITION 4  
CALCULATIONS**

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*Larry Bain, CPA,*  
*An Accounting Corporation*  
2148 Frascati Drive  
El Dorado Hills, CA 95762

**INDEPENDENT ACCOUNTANT'S REPORT ON AGREED-UPON PROCEDURES  
APPLIED TO APPROPRIATION LIMIT WORKSHEETS**

To the City Council  
City of Bishop  
Bishop, California

We have applied the procedures enumerated below to the accompanying Appropriations Limit worksheet of the City of Bishop, California (City) for the fiscal year ended June 30, 2010. These procedures, which were agreed to by the City and the League of California Cities (as presented in the League publication entitled *Article XIII B Appropriations Limitation Uniform Guidelines*) were performed solely to assist the City in meeting the requirements of Section 1.5 of Article XIII B of the California Constitution.

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

The procedures performed and our findings were as follows:

1. We obtained the price and population information for the City and calculated the appropriations limit and annual adjustment factors included in those worksheets. We also compared the population and inflation factors included in the aforementioned worksheets to those that were selected by a recorded vote of the City Council.

Finding: No exceptions were noted as a result of our procedures.

2. For the accompanying Appropriations Limit Calculation worksheet, we added the limit at June 30, 2009, last year's limit, to the total adjustments in the appropriations limit for fiscal year 2009-2010, and compared the limit at June 30, 2010 to the subject proceeds of tax.

Finding: No exceptions were noted as a result of our procedures.

3. We compared the current year information presented in the accompanying Appropriations Limit worksheet to the other worksheets described in No. 1 above.

Finding: No exceptions were noted as a result of our procedures.

4. We compared the prior year appropriations limit presented in the accompanying Appropriations Limit worksheet to the prior year appropriations limit adopted by the City Council.

Finding: No exceptions were noted as a result of our procedures.

We were not engaged to, and did not, perform an audit, the objective of which would be the expression of an opinion on the accompanying Appropriations Limit. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. No procedures have been performed with respect to the determination of the appropriation limit for the base year, as defined by the League publication entitled *Article XIII B Appropriations Limitation Uniform Guidelines*.

This report is intended solely for the use of the City of Bishop, California and the State of California Controllers Office and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes. However, this report is a matter of public record and its distribution is not limited.

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

Larry Bain, CPA,  
An Accounting Corporation  
January 14, 2011

**CITY OF BISHOP**

**Proposition 4 Limit Summary  
For the Fiscal Year Ended June 30, 2010**

Appropriations Subject to Limit (Schedule A)	\$ 4,841,327
Appropriations Limit (Schedule B)	<u>6,950,182</u>
Amount Under the Legal Limit	<u><u>\$ 2,108,855</u></u>

CITY OF BISHOP

Schedule A

Calculation of Appropriations Subject to Proposition 4 Limit  
For the Fiscal Year Ended June 30, 2010

<u>General Fund</u>	<u>Proceeds</u>	<u>Non-Proceeds</u>	<u>Total</u>
Taxes			
Property-secured	\$ 370,831	\$ -	\$ 370,831
Property-unsecured	107,399		107,399
Prior year	14,657		14,657
Homeowners	3,132		3,132
Sales	1,696,858		1,696,858
DWP Water Agreement Payment		173,534	173,534
Transient occupancy	1,658,623		1,658,623
Sales tax - public safety	13,920		13,920
Real property transfer	5,053		5,053
Total Taxes	<u>3,870,473</u>	<u>173,534</u>	<u>4,044,007</u>
Licenses and Permits			
Business licenses		50,043	50,043
Use permits		3,925	3,925
Building permits		12,183	12,183
Grading permits			-
Electrical		3,129	3,129
Plumbing		3,648	3,648
Electrical franchise		33,768	33,768
TV franchise		12,780	12,780
Total Licenses and Permits		<u>119,476</u>	<u>119,476</u>
Fines, Forfeitures and Penalties			
Forfeited deposits		1,520	1,520
Citation		34,212	34,212
Total Fines, Forfeitures and Penalties	<u>-</u>	<u>35,732</u>	<u>35,732</u>
Aid from Other Governmental Agencies			
Motor vehicle in lieu (state)	296,972		296,972
Off highway motor vehicle fees			-
Prop 1B			-
Reimbursement - highway sweeping		16,667	16,667
Reimbursement - fire district		114,243	114,243
Reimbursement miscellaneous			-
Court restitutions		179	179
Dispatch contract		6,000	6,000
Grants		109,625	109,625
Peace officer - training		14,823	14,823
Total Aid from Other Governmental Agencies	<u>296,972</u>	<u>261,537</u>	<u>558,509</u>
Subtotal Forward	<u>\$ 4,167,445</u>	<u>\$ 590,279</u>	<u>\$ 4,757,724</u>

CITY OF BISHOP

Schedule A (continued)

Calculation of Appropriations Subject to Proposition 4 Limit  
For the Fiscal Year Ended June 30, 2010

	<u>Proceeds</u>	<u>Non-Proceeds</u>	<u>Total</u>
<u>General Fund (Continued)</u>			
Subtotal Forwarded	\$ 4,167,445	\$ 590,279	\$ 4,757,724
Charges for Current Services			
Plan checking		5,183	5,183
Park and recreation		73,269	73,269
Total Charges for Current Services		<u>78,452</u>	<u>78,452</u>
Use of Money and Property			
Interest and investment income	20,499	4,423	24,922
Coin sales			-
Rents		111,838	111,838
Total Use of Money and Property	<u>20,499</u>	<u>116,261</u>	<u>136,760</u>
Other			
Insurance refunds and dividends		43,713	43,713
Miscellaneous		108,634	108,634
Total Other		<u>152,347</u>	<u>152,347</u>
Total General Fund	<u>4,187,944</u>	<u>937,339</u>	<u>5,125,283</u>
<u>Special Revenue Funds</u>			
T.U.T - Measure A	551,872		551,872
Gas tax	101,511		101,511
Traffic safety		6,037	6,037
Public safety		101,122	101,122
Total Revenues - Special Revenue Funds	<u>653,383</u>	<u>107,159</u>	<u>760,542</u>
Total Revenues - General and Special Revenue Funds	<u>\$ 4,841,327</u>	<u>\$ 1,044,498</u>	<u>\$ 5,885,825</u>

CITY OF BISHOP

Schedule B

Appropriation Limit Calculation  
For the Fiscal Year Ended June 30, 2010

A. Limit at June 30, 2009	\$ 6,921,199
B. Adjustment factors supplied by the Department of Finance, report dated May, 2009	
Per Capita Change for the fiscal year 2009-2010 .62%	
Per Capital converted to a ratio	1.0062
Population change for the fiscal year 2009-2010 .20%	
Population change converted to a ratio	<u>0.998</u>
Calculation of Factor for Fiscal Year 2009-2010	<u>1.0042</u>
C. Annual increase (decrease) in Appropriation Limit	28,983
D. Other adjustments	<u>                    </u>
E. Total adjustments	<u>28,983</u>
F. Limit at June 30, 2010	<u><u>\$ 6,950,182</u></u>

**CITY OF BISHOP**

**Notes to Proposition 4 Calculations  
For the Fiscal Year Ended June 30, 2010**

Note 1: Summary of Significant Policies

A. Background

The voters of the State of California, in November 1979, passed Proposition 4, which added Article XIII B to the State Constitution. This article establishes limits on the appropriations of proceeds of taxes. This report presents the calculation that the City of Bishop is required to make to conform to the provisions of this law.

B. Accounting Basis

The City of Bishop prepares the annual budget using a modified accrual basis of accounting. This method is in accordance with U.S. generally accepted accounting principles; accordingly, the calculation included in this report has been prepared on the budgetary basis of accounting used by the City.

C. Proceeds/Non-Proceeds of Tax

The revenue for each governmental-type fund has been allocated between proceeds and non-proceeds of tax based on guidelines established by the office of the State Controller.

Note 2: Interest Allocation

Interest earned is required to be allocated between proceeds and non-proceeds of taxes. We performed the following calculation to make this allocation:

	<u>Total (Excluding Interest)</u>	<u>Proceeds</u>	<u>Non- Proceeds</u>
Total Revenue Amount	<u>\$ 5,860,903</u>	<u>\$ 4,820,828</u>	<u>\$ 1,040,075</u>
Percentage	100.0%	82.25%	17.75%
Allocated Interest	<u>\$ 24,922</u>	<u>\$ 20,499</u>	<u>\$ 4,423</u>

Note 3: Population and Price Indexes

The State of California provides to each agency subject to the provisions of Article XIII B the population information in conjunction with a change in the cost of living, or price factor for the applicable county. We used the factors made available as of May 2009, to make the calculations presented in this report.

TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

**SUBJECT: Consultant Services for New Water Storage Tank Project - Request Approval & Execution for Agreement and Work Order 1**

DATE: February 28, 2011

**Discussion:** 11/8/10 RFP Authorized  
**Budget/Source** Water and Sewer Capital Improvement Funds

**Attachments:**

1. Memo from Director Grah
2. Agreement with Resources Concepts, Inc. (with Attachment A, Scope of Work/Task Orders & Fee Estimate)
3. Draft Work Order 1

**BACKGROUND / SUMMARY:**

The City's 2008 Water Master Plan identifies the need for a second water storage tank to provide adequate water storage for fire suppression and emergencies, improve water system efficiency, and reduce pumping costs.

Proposals have been received for Professional (Consultant) Services for the New Water Storage Tank Project, reviewed, and a proposed contract negotiated with Resources Concepts, Inc. Public Works Director Grah provides a full discussion and recommendations in the attached memo.

**RECOMMENDATION:**

Review memo and consider:

- (1) Approval and execution of proposed Agreement for Professional Services for the New Water Storage Tank Project and
- (2) Approval and execution of Work Order 1, not to exceed \$29,900.



**To:** James M. Southworth, City Administrator  
**From:** David Grah, Director of Public Works  
**Subject:** Approve Tank Consultant Services Contract  
**Date:** 22 February 2011  
**Previous:** 8 November 2010  
**Funding:** Water capital improvement funds

**General:**

Public Works proposes to execute a contract with Resource Concepts Incorporated (RCI) for the New Water Storage Tank project.

**Background:**

The 2008 City of Bishop Water Master Plan identified the need for a second water storage tank for the city. The second tank is needed to provide adequate storage for fire suppression and for emergencies. In addition to providing needed storage, it is likely the second tank will improve the efficiency and reduce the cost of pumping water from the existing and from future wells.

This tank project will be a major project for the city. The total cost of the project is expected to be between \$1.5 and \$2 million. The cost of engineering and environmental work for this sort of project is typically in the range of 25% of total project cost.

Funds for the early phases of consultant work on the project are included in the city budget:

Year	Line Item	Budget
2010/2011	Capital Improvement, 004-050-56027	\$106,000
2011/2012	Capital Improvement, 004-050-56027	\$94,000
<b>Total</b>		<b>\$200,000</b>

A Request for Proposals (RFP) for Consultant Services for the Water Storage Tank project was released 9 November 2010. Thirteen proposals were received by the 10 December 2010 due date:

Firm	Location	Cost
Lumos and Associates	Carson City, Nevada	\$167,102
Provost and Pritchard Consulting Group	Clovis, California	\$119,510
Stetson	Bakersfield, California	\$138,400
<b>Resource Concepts Incorporated</b>	<b>Carson City, Nevada</b>	<b>\$280,800</b>
RO Anderson	Minden, Nevada	\$202,100
Kitchell	Fresno, California	\$136,685

AECOM	Bakersfield, California	\$72,309
Willdan	San Bernardino, California	\$186,340
Walters Engineering	Reno, Nevada	\$147,000
Nolte	Palm Desert, California	\$334,747
Stantec	Reno, Nevada	\$59,000
G.C. Wallace Incorporated	Las Vegas, Nevada	\$186,000
Nichols	Reno, Nevada	\$331,152

As is often the case, different proposals included different items and levels of work, so the costs can not be directly compared between proposals. The proposals were evaluated by a selection panel made up of city, California Rural Water Association, and Indian Creek / Westridge Community Services District staff. The top five firms were interviewed 3 February and RCI was identified as the top firm.

A contract was negotiated with RCI based on the RFP and their proposal. Under the proposed contract, successive phases of work would be authorized through successive Work Orders. In addition to the proposed contract, Work Order 1 for planning and other initial work drafted. The cost of Work Order 1 is \$29,900.

**Recommendation:**

1. Approve the execution of a contract with the Resource Concepts Incorporated for the New Water Storage Tank project.
2. Approve the execution of Work Order 1 under this contract.
3. Authorize the expenditure not to exceed \$29,900 under this work order.

**DRAFT Work Order 1**  
**Bishop Water Storage Tank Project**

**General**

This work order is under the agreement approved XX 2011 between the City of Bishop and Resource Concepts Incorporated for the city's Water Storage Tank project.

**Scope**

The scope of this work order is for Task Order 1 described in Appendix A to the agreement.

**Cost**

The cost of the work under this work order shall not exceed \$29,900.

**Schedule**

The work under this work order shall be completed no later than 30 June 2011.

**Agreed:**

**City of Bishop**

By:

**Resource Concepts Incorporated**

By:

---

James M. Southworth  
City Administrator

Date

---

Date

# AGREEMENT

- Between -  
The City of Bishop  
- and -  
RESOURCE CONCEPTS, INC.  
- for -  
PROFESSIONAL SERVICES

This Agreement is made as of \_\_\_\_\_, 20\_\_ between The City of Bishop, hereinafter referred to as "OWNER," and **RESOURCE CONCEPTS, INC. (RCI)**, hereinafter referred to as "CONSULTANT." OWNER intends to complete the Project(s) as described in Attachment A and as amended from time to time, hereinafter referred to as the "Project."

## Section 1 – BASIC SERVICES

As generally described in the OWNER's Request for Proposals released 9 November 2010 and the CONSULTANT's 8 December 2010 proposal, the CONSULTANT shall perform the scope of work as described in Attachment A. Specific work shall be authorized on a task-by-task basis through Work Orders agreed to by both parties

The Consultant shall provide a progress report with monthly invoices.

## Section 2 – OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

**2.1** Designate in writing a person to act as OWNER's representative with respect to services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the PROJECT.

**2.2** Assist CONSULTANT by placing at CONSULTANT's disposal existing data, plans, reports, mapping and other information known to, in possession of, or under control of OWNER which are relevant to the execution of CONSULTANT's duties on the PROJECT. Also, provide all criteria and full information as to OWNER's requirements for the Project, including design criteria, objectives and constraints.

## Section 3 – PERIODS OF SERVICE

**3.1 General.** The provisions of Section 3 and the various rates of compensation for CONSULTANT's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Services contained herein. CONSULTANT's obligation to render services will extend for a period of 24 months after acceptance of this contract by the OWNER. If completion of the project exceeds the 24-month period through no fault of the CONSULTANT, all rates, measures, and amounts of compensation provided herein shall be subject to equitable adjustment. The period

of service can be extended by the mutual agreement of both parties.

The schedule for completing services for subsequent phases of the Project shall be determined by mutual agreement between the OWNER and CONSULTANT.

## **Section 4 – PAYMENT TO CONSULTANT**

### **4.1 Methods of Payment for Services and Expenses of CONSULTANT**

#### ***4.1.1 Compensation Terms Defined***

**4.1.1.1** "Labor rate" shall mean an hourly rate(s) as indicated in Attachment "B" to be paid to CONSULTANT as total compensation for each hour(s) of each employee of CONSULTANT work(s) on the Project, plus Reimbursable Expenses.

**4.1.1.2** "Reimbursable Expenses" shall mean the actual expenses incurred directly or indirectly in connection with the Project, including, but not limited to Subconsultant or Subcontractor costs, transportation and subsistence incidental thereto, telephone calls, express mail, reproduction of Reports, Drawings, and similar Project-related items in addition to those required under Section 1. Reimbursable Expenses related to subcontractor's cost will include a fifteen percent (15%) markup over CONSULTANT's cost.

**4.1.2 Amount of Compensation.** Compensation shall be the not to exceed cost allocated for each task or work order as outlined in Appendix A. Each task order shall be authorized separately by the Owner in writing. Funds not expended under a preceding task order will be rolled into subsequent task orders to allow for flexibility to complete all the tasks within total allotted budget for the project. The project as a whole will be on a time and materials basis not to exceed to total allotted budget for the project based upon the agreed task order amounts authorized by the Owner.

### **4.2 Basis and Amount of Compensation for Additional Services**

Compensation for Additional Services shall be on the basis of the Labor rate, reimbursable expenses and not to exceed cost agreed upon at the time of request for Additional Services. The estimated amount of Additional Services will be determined at the time the Additional Services are requested.

### **4.3 Intervals of Payments**

Payments to CONSULTANT for Basic and Additional Services rendered and Reimbursable Expenses incurred shall be made once every month by OWNER. CONSULTANT's invoices will be submitted once every month and will be based upon total services completed at the time of billing. OWNER shall make prompt payments in response to CONSULTANT's invoices.

### **4.4 Other Provisions Concerning Payments**

**4.4.1** If OWNER fails to make any payment due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT's statement, the amounts due CONSULTANT will be increased at the rate of one and one-half percent (1.5%) per month from date of OWNER's receipt of invoice.

4.4.2 If the Project is suspended or abandoned in whole or in part for more than 90 days, CONSULTANT shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with Reimbursable Expenses then due.

4.4.3 If any items in any invoices submitted by CONSULTANT are disputed by OWNER for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER shall promptly notify CONSULTANT of the dispute and request clarification and/or remedial action. After any dispute has been settled, CONSULTANT shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice.

## **Section 5 – GENERAL CONSIDERATIONS**

### **5.1 Termination**

5.1.1 This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. However, no termination for default may be initiated unless the other party is given a ten (10) calendar day cure period after written notice (delivery by certified mail, return receipt requested) of intent to terminate.

5.1.2 This Agreement may be terminated in writing (delivered by certified mail, return receipt requested) by OWNER for its convenience.

5.1.3 Upon any termination, CONSULTANT shall (1) promptly discontinue all Services affected (unless a termination notice from OWNER directs otherwise); and (2) deliver or otherwise make available to OWNER upon full payment for services rendered to the date of termination, all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONSULTANT in performing this Agreement, whether such materials are completed or in process. All payments due CONSULTANT at termination shall be made by OWNER.

### **5.2 Ownership of Documents**

The original documents, plans, studies or reports prepared under this Agreement, for which the OWNER pays compensation to the CONSULTANT, except working notes and internal documents, shall become and remain the property of the OWNER, and upon payment of said compensation shall be surrendered to the OWNER upon the completion of the Work under this Agreement or on the completion of specific phases of the Work, if requested by the OWNER. The CONSULTANT may retain copies of said Work in their files, but such Work shall not be released to any other party or reused by the CONSULTANT without the express written consent of the OWNER. Reuse of any of these drawings, specifications or other work products of the CONSULTANT by the OWNER for other than the specific project covered in this Agreement without the written permission of the CONSULTANT shall be at the OWNER's risk; provided that the CONSULTANT shall not be liable for any claims or damages arising out of such unauthorized reuse by the OWNER or by other's actions through the OWNER.

### **5.3 Insurance**

Consultant shall, during the term of this Agreement, maintain the following minimum insurance coverage:

Type	Limits
Worker's Compensation	\$ Statutory
Employers' Liability	\$100,000/accident \$100,000/disease \$500,000/policy
Commercial General Liability (including blanket contractual liability)	\$1,000,000/occurrence \$2,000,000/aggregate \$3,000,000/umbrella
Professional Errors and Omissions Liability	\$1,000,000/claim
Automotive Liability	\$500,000/person
Bodily Injury	\$500,000/occurrence \$1,000,000/property damage

#### 5.4 Controlling Law

This Agreement is to be governed by and construed in accordance with the Laws of the State of California.

#### 5.5 Successors and Assigns

5.5.1 The parties hereby bind their respective partners, successors, executors, administrators, legal representatives, and, to the extent permitted by Paragraph 5.5.2, their assigns, to the terms, conditions, and covenants of this Agreement.

5.5.2 Neither OWNER nor CONSULTANT shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates, subcontractors, and consultants as CONSULTANT may deem appropriate to assist in the performance of Services.

5.5.3 Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

#### 5.6 Arbitration

5.6.1 All claims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA). Any such arbitration process shall include the right by either party to subpoena witnesses for any hearing, as well as to utilize the discovery process pursuant to NRCP 26, *et seq.*, as now in force or as may be hereafter amended. In addition, either party shall be entitled to use any procedure and remedy available under the applicable rules of the AAA. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except

by written consent containing a specific reference to this Agreement and signed by CONSULTANT, the OWNER, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing California law in the Superior Court of the State of California in and for the County of Inyo.

**5.6.2** Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association (AAA). The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

**5.6.3** The award rendered by the arbitrators shall be final, judgment may be entered upon it in the Superior Court of the State of California in and for the County of Inyo., and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. section 10.11). The prevailing party under the dispute shall be entitled to reasonable attorney's fees together with other reasonable costs.

## **5.7 Equal Employment and Non-discrimination**

In connection with the Services under this Agreement, CONSULTANT agrees to comply with the applicable provisions of State and Federal Equal Opportunity statutes and regulations.

## **5.8 Indemnification**

(a) CONSULTANT shall defend, protect, indemnify and hold harmless Client, its directors, officers, employees, agents and contractors and affiliated companies, from and against any and all claims, liabilities, demands, damages, losses, costs and expenses, including, but not limited to, attorney's fees and costs ("Liabilities") arising out of or resulting from the negligent acts, errors, omissions or willful misconduct of CONSULTANT, its agents, subcontractors or employees.

(b) Client shall defend, protect, indemnify and hold harmless CONSULTANT, its agents and subcontractors, from and against any and all Liabilities arising out of or resulting from the CONSULTANT's performance of the Services, with the exception of (i) any Liabilities for bodily injury, emotional distress, illness or death of any employee of CONSULTANT, its agents or subcontractors; (ii) any Liabilities for damage to or loss of property belonging to, rented or leased by CONSULTANT, its agents or subcontractors; (iii) any Liabilities arising out of or resulting from the negligent acts, errors, omissions or willful misconduct of CONSULTANT, its employees, agents or subcontractors; (iv) any Liabilities arising out of CONSULTANT's untimely performance of the Services; (v) any Liabilities arising out of CONSULTANT's breach of the terms of this Agreement; (vi) any Liabilities arising out of any actions taken by CONSULTANT outside the scope of CONSULTANT's authority under this Agreement; and (vii) any Liabilities covered by insurance maintained by CONSULTANT, its agents or subcontractors.

**5.9 Changes and Modifications**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

**5.10 Licenses**

CONSULTANT shall have an appropriate business license, and all other appropriate licenses and certifications for the services to be performed, including a City of Bishop Business License.

**5.11 Severability**

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

**5.12 Waiver**

One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

**5.13 Extent of Agreement**

This Agreement, including all Exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions, or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed, or other form or document issued by OWNER with respect to the Project or CONSULTANT's services.

IN WITNESS WHEREOF, the parties hereto set their hands the day and date of the year first set forth above.

City of Bishop

Consultant: RESOURCE CONCEPTS, INC. (RCI)

By: \_\_\_\_\_

By: \_\_\_\_\_

*Bruce R. Scott, Principal*

Attest: \_\_\_\_\_

Address for giving notices:

Address for giving notice:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Resource Concepts, Inc (RCI)  
340 N. Minnesota Street  
Carson City, NV 89703

**ATTACHMENT A**  
**Scope of Work/Task Orders &**  
**Fee Estimate**

## APPENDIX A – SCOPE OF WORK/TASK ORDERS AND FEE ESTIMATES

RCI has broken the estimated cost for services into task orders with the scope of work for each task order. Tasks 1 through 4 consist of pre-construction services while Tasks 5 and 6 relate to construction services.

### CURRENT TASK ORDER TO BE AUTHORIZED BY OWNER.

#### Task Order 1: Planning and Project Development + Site Surveying

This task would entail consultation with City of Bishop to evaluate and determine the scope of the design project, which would include the selection of a tank site and desired improvements to be included in the design documents. Also included would be preliminary environmental reviews of alternative sites to include in the evaluation process.

**Task 1 Estimate: \$29,900**

### FUTURE TASK ORDERS WITH PRELIMINARY COST ESTIMATES TO BE AUTHORIZED SEPARATELY

DRAFT

#### Task Order 2: Design and Bidding Services

This task includes the design work necessary to produce a complete set of plans and specification to allow for a contractor to accurately bid the project. Also included are bid related services such as pre-bid meeting coordination, addendum issuance, contractor coordination, and bid-opening coordination, plan distribution, etc.

**Task 2 Estimate: \$44,800**

#### Task Order 3: Environmental & Permitting

This task includes the necessary CEQA, State, County, and City permitting required to construct the water tank project. Included are field surveys, literature reviews, reports, and permit application preparation with the associated information required for the permit approvals. This cost estimate does not include work associated with a full scale E/VEIS report for the project. It is RCI's intent to conduct enough field and literature research to develop a CEQA checklist showing that a full environmental analysis is unnecessary and provide technical reports as backup. Should a full analysis become necessary, RCI would work with the City to develop a scope of work and associated fee for the full analysis.

**Task 3 Estimate: \$30,000**

#### Task Order 4: Geotechnical Investigation and Report

This task includes the necessary geotechnical investigation (borings, test pits, literature search, etc) and associated report as required for the structural design and proper construction methods of the proposed water tank. The provided Base Estimate is for exploration utilizing an excavator for test pits to evaluate the subsurface area. In the event that test borings are necessary, then the Geotechnical Engineer would employ drilling rig as required to complete the work associated with the site. Two prices are provided depending on the required drilling rig necessary to conduct the work.

**Task 4 – Phase 1 Base Estimate: \$9,500**

**Task 4 – Phase 2 Hollow Stem Drilling Option: \$6,500**

**Phase 2 Sonic Drilling Option: \$16,600**

Note: The sonic rig would be required if boulders are found in the top 20 feet to be significant in quantity, there are intervening soft layers that must be evaluated for settlement and the site class is found to be E or F.

Note: Range provided is due to the potential use of a sonic drill rig.

**Task Order 5: Construction Management**

This task is estimated at 3-4% of the total construction cost for the project. Based on a \$1,500,000 construction project, this would equate to \$45,000 to \$60,000. This is a range based on assuming overall construction management of the project and would vary based on the actual construction project to be implemented and the necessary services required by the City of Bishop.

**Task 5 Estimate: \$45,000 to \$60,000**

**Task Order 6: Inspection and Testing**

This task is estimated at 4-6% of the total construction cost of the project. Based on a \$1,500,000 construction project, this would equate to \$60,000 to \$90,000. This is a range based on assuming full time inspection and testing of the project and would vary based on the actual construction project to be implemented and the necessary services required by the City of Bishop. If the City required part-time inspection, this amount could be reduced.

**Task 6 Estimate: \$60,000 to \$90,000**

# **ATTACHMENT B**

## **Fee Schedule**

# FEE SCHEDULE

		<u>HOURLY BILLING RATE</u>
<b>ENGINEERING SERVICES</b>	Principal Engineer .....	130.00
	Project Manager.....	120.00
	Senior Engineer .....	120.00
	Staff Engineer .....	100.00
	Engineering Intern .....	85.00
	Senior Engineering Technician.....	72.00
	Engineering Technician.....	67.00
<b>SURVEYING SERVICES</b>	Survey Director .....	120.00
	Senior Land Surveyor.....	105.00
	Licensed Land Surveyor.....	95.00
	Survey Party Chief .....	85.00
	Survey Technician.....	80.00
	1-Man Survey Crew <sup>1/</sup> (GPS/Robotic Total Station) .....	115.00
	2-Man Survey Crew <sup>1/</sup> (GPS/Robotic Total Station) .....	150.00
<b>WATER RIGHTS</b>	Principal Water Rights Specialist.....	150.00
	Senior Water Rights Specialist.....	125.00
	Water Rights Specialist.....	85.00
	Water Rights Technician.....	65.00
<b>MAPPING SERVICES</b>	Senior GIS Specialist.....	90.00
	GIS Specialist.....	85.00
	GIS Technician.....	65.00
	CAD Specialist.....	85.00
	CAD Technician .....	65.00
<b>PLANNING SERVICES</b>	Senior Planner .....	115.00
	Planner .....	95.00
<b>INSPECTION &amp; TESTING SERVICES</b>	Senior Inspector.....	85.00

<sup>1/</sup> Includes four wheel drive vehicle, robotic total station, RTK GPS equipment, field data collection system, and 2-way radios for 2-man.

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This information should not be distributed without the written authorization of Resource Concepts, Inc."*

Effective: March 2010



**RCI**  
www.rci-nv.com

**CARSON CITY OFFICE**  
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office: 775-883-1600 • fax: 775-883-1656

**ZEPHYR COVE OFFICE**  
212 Elks Point Rd., Ste 443 • PO Box 11796 • Zephyr Cove, NV 89448  
office: 775-588-7500 • fax: 775-589-6333

# FEE SCHEDULE

	<u>HOURLY BILLING RATE</u>
<b>RESOURCE SERVICES</b>	Principal Resource Specialist ..... 130.00
	Resource Project Manager ..... 120.00
	Senior Resource Specialist..... 105.00
	Resource Specialist..... 95.00
	Senior Resource Technician ..... 75.00
	Resource Intern..... 70.00
	Resource Technician ..... 65.00
	Wetlands Specialist..... 100.00
	Field Biologist ..... 90.00
	Senior Biologist..... 105.00
	Fluvial Geomorphologist..... 110.00
	Forester ..... 80.00
	Professional Forester ..... 100.00
	Fire Services Consultant..... 90.00
<b>RANGE SERVICES</b>	Principal Range Specialist..... 105.00
	Range Conservationist..... 80.00
	Senior Range Specialist..... 90.00
<b>ENVIRONMENTAL SERVICES</b>	Principal Environmental Specialist..... 130.00
	Environmental Manager..... 120.00
	Environmental Project Manager..... 115.00
	Senior Environmental Specialist..... 105.00
	Environmental Engineer ..... 120.00
	Environmental Specialist..... 90.00
	Senior Environmental Technician..... 70.00
	Environmental Technician..... 65.00
Water Quality Technician ..... 70.00	

## ENVIRONMENTAL EQUIPMENT

Bailers (disposable).....	15.00/each
Photo Ionization Detector (PID) .....	35.00/each
pH/Temp/Conductivity/Meter/Filter .....	25.00/day
Health/Safety Equipment.....	Cost Plus 15%
Utility Locator (Metro 810).....	25.00/day
Hand Held Portable Auger.....	15.00/day
GPS (hand unit).....	50.00/day
Dissolved Oxygen Meter.....	25.00/day

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# FEE SCHEDULE

	HOURLY BILLING RATE
<b>ADMINISTRATIVE SERVICES</b>	
Accounting Manager.....	90.00
Computer Technician.....	75.00
Accounting Staff.....	65.00
Desk Top Publishing.....	70.00
Word Processor.....	65.00
Secretary.....	55.00
Technical Aide II.....	40.00
Technical Aide.....	35.00
Mileage: (4-Wheel Drive).....	68.5¢/mile
(Sedan).....	58.5¢/mile
(ATV Use).....	100.00/day
Per diem: (In State).....	39.00/day plus lodging
(Out of State).....	39.00/day plus lodging
8½" x 11" or 14" b/w copies.....	10¢/each
8½" x 11" or 14" color copies.....	25¢/each
11" x 17" b/w copies.....	20¢/each
11" x 17" color copies.....	50¢/each
11" x 17" GIS color prints (aerial, photo or quad backgrounds).....	3.00/each
24" x 36" b/w prints.....	3.00/each
24" x 36" color prints.....	5.00/each
24" x 36" GIS color prints (aerial, photo or quad backgrounds).....	12.00/each
24" x 36" Mylar prints.....	8.00/each
24" x 36" Acetate prints.....	15.00/each
36" x 42" color prints (architectural drawings).....	8.00/each
Other Reimbursable Expenses.....	Cost Plus 15%
Consultants/Contractors.....	Cost Plus 15%
<p>➤ Preparation for and Expert Witness Testimony will be billed at an adjusted rate established on a case by case basis with the client.</p>	

Invoices are due upon presentation, and are past due after 30 days. A finance charge of 1½ % per month or the maximum rate allowed by law will be charged on outstanding balances over 30 days.

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Effective: March 2010

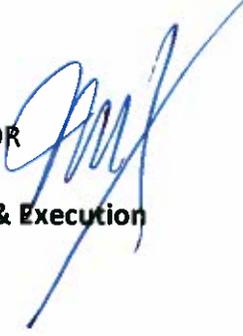


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TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

SUBJECT: **LIDAR Project Request for Contract Approval & Execution**

DATE: February 28, 2011

**Discussion:** 12/13/10 Auth. RFP; 7/27/09 – Approve CDBG application

**First Reading:** n/a

**Budget/Source** Water and Sewer Capital Improvement Funds

- Attachments:**
1. Memo from Director Grah
  2. Contract with HJW Geospatial for LiDAR project

**BACKGROUND/SUMMARY:**

Proposals have been received and a proposed contract negotiated with HJW Geospatial for the LiDAR (Light Detection and Ranging) mapping project, as discussed in the attached memo from Public Works Director Grah. The total cost is \$46,562 .

**RECOMMENDATION:**

Consider approval and execution of the proposed contract with HJW Geospatial for LiDAR for project, not-to-exceed amount of \$46,562.



**To:** James M. Southworth, City Administrator  
**From:** David Grah, Director of Public Works  
**Subject:** Execute LiDAR Contract  
**Date:** 22 February 2011  
**Previous:** 13 December 2010, 27 July 2009  
**Funding:** Water and sewer capital improvement funds. Future reimbursement possible.

**General:**

Public Works proposes to execute a contract with HJW Geospatial for the LiDAR (Light Detection And Ranging) Data Collection and Provision project.

**Background:**

LiDAR technology uses an airborne laser to rapidly collect a large amount of precise data about the location and elevation of the ground surface and of things on the ground such as buildings and vegetation. The information produced about the ground can be extremely useful in planning and engineering studies. The information produced about vegetation can be useful for environmental and fire risk studies. The information produced about buildings can be useful for emergency planning and response.

After unsuccessful attempts to obtain funding for the LiDAR project from outside sources, the benefits to active water and sewer projects justifies the project be funded from water and sewer funds. The Water Tank project and the Sewer Plant Headworks project are examples of active capital projects that will benefit from the data produced by the LiDAR project. In addition to the benefit to capital projects such as these, the LiDAR data would provide significant general value to the city's Geographic Information System (GIS). Finally, the data, specifically building footprint map data, should be very useful in emergency planning and response.

Through the capital projects that will benefit from the LiDAR data, the 2010/2011 and 2011/2012 fiscal year budgets include funding for the LiDAR project in water and sewer Capital Improvements Line Items (004-050-56027 and 002-051-56027). The cost of the project would be split evenly between the programs. Because the LiDAR data should be of value to other agencies and organizations in the Bishop area, it is likely much of the cost of the project could be offset by selling the data to these agencies and organizations. The Bishop Paiute Tribe and Southern California Edison have both indicated interest in the LiDAR data. Other agencies that may be interested in the LiDAR data include the Los Angeles Department of Water and Power and Inyo County.

A Request for Proposals (RFP) for LiDAR was released 14 December 2010. The RFP requested the proposals include two options, one for a larger medium priority area and one for a smaller higher priority area. Eight proposals were received by the 14 January 2011 due date:

<b>Firm</b>	<b>Location</b>	<b>Smaller</b>	<b>Larger</b>
Blue Mesa Digital Mapping	Oklahoma City, Oklahoma		\$57,337
Digital Mapping, Inc.	Huntington Beach, California	\$59,250	\$78,250
aero-graphics	Salt Lake City, Utah	\$47,170	\$54,820
3DiWEST	Eugene, Oregon	\$62,038	\$74,638
Tetra Tech	Lafayette, California	\$45,089	\$55,932
Sanborn	Colorado Springs, Colorado	\$45,282	\$55,115
<b>HJW geospatial</b>	<b>Oakland, California</b>	<b>\$45,000</b>	<b>\$52,000</b>
Airborne Solutions Inc.	Dillon, Colorado	\$82,500	\$94,200

The proposals were evaluated by city staff and by Enplan, the consultant the city uses for most GIS work. The HJW Geospatial proposal was identified as the best through this process and a \$46,562 contract was negotiated based on their proposal. This final price reflects minor changes in deliverables developed during the negotiation process. Deliverables would be provided within about 3 months.

**Recommendation:**

That the City Council approve the execution of the contract with HJW Geospatial for the LiDAR project and authorize the expenditure of up to \$46,562 through that contract.

## QUOTATION

Quote No.: DK021511      Date: 02-15-11      Expiration Date: 90 Days  
Contact: David Grah  
Agency / Firm: City of Bishop, Public Works  
Address: 377 West Line Street  
Bishop, CA 93514  
Tel: 760-873-8458      Fax: \_\_\_\_\_

### **PROJECT NAME:** City of Bishop LiDAR Mapping

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#### **Executive Summary**

Airborne LiDAR data acquisition, supporting ground survey, LiDAR bare-earth filtering, terrain modeling and 2' contour generation for the City of Bishop area of interest (18 square miles). Additional derived end-products include vegetation contour polygons, vegetation stand height and building footprints.

#### **LiDAR Terrain Data Specifications**

- Compliance: FEMA Guidelines, ASPRS, FGDC NSSDA Guidelines for Vertical Accuracy Reporting.
- Projection: State Plane CA Zone 4, NAD83, NAVD88, USFT
- Modeling: Breaklines meeting USGS requirements for hydro-enforcement
- Accuracy: 15 cm RMSEz or better
- Project limits: 18 square miles, as delineated on the attached page
- Point density: Three points per square meter, or as necessary to support contour interval.
- Optional contour generation, including hydro-enforced breaklines, per USGS LiDAR Specification v.13: 2' contour interval.

#### **Ground Data Deliverables**

- Bare-earth classified LiDAR DTM data in both LAS and ASCII formats
- Breakline and TIN file in Autocad and Shapefile formats
- 2' contour data in Autocad and Shapefile formats
- 1-meter DEM grid
- 1-meter shaded relief grid
- Ground control survey and LiDAR reporting
- All raw data
- Metadata for all datasets

#### **Vegetation Data Deliverables**

- **Vegetation Cover Polygons:** Using the combination of image and LiDAR data we will use state of the art remote sensing software to automatically delineate areas of similar vegetation. We propose a simple five-class classification system, impervious, woody vegetation, non-woody vegetation, water and bare soil.
- **Stand Heights:** We define stand height as a 90% percentile of height, i.e. when all of the LiDAR postings in the stand are compared, 90% of the postings are below this height. This way any anomalous readings do not introduce errors into the estimate of stand height and the height most closely reflects what a visual observer would estimate as the average height.

#### **Building Footprint Data Deliverables**

- Building footprints are developed using a series of complex slope and shape routines. First areas of high slope are identified and then segments are labeled into 'rooftop' or 'tree'. The final segments go through a building simplification process that results in square-edged building polygons, as seen in the figure below.

**Reporting**

- LiDAR survey report
- Metadata for: LiDAR point cloud data, LiDAR bare-earth data, Contour dataset, Extracted features datasets

**End Product Review**

Deliverables will be accompanied with ground control residual and RMSE reports. HJW will collaboratively establish a checklist to use for data delivery and acceptance. The checklist for each region will include:

- Completeness of delivery (all tiles delivered)
- Validation of accuracy- checkpoint reporting
- Validation of point density
- Validation of data format(s)
- Ancillary optional items such as breaklines
- Adherence to USGS, ASPRS, FEMA, FGDC NSSDA guidelines and best practices

**Schedule**

- Project will be completed within 11 weeks of mobilization

**Itemized costs**

- Terrain data: \$32,000
- Vegetation cover polygons: \$6,354
- Vegetation stand heights: \$3,186
- Building footprints: \$5,022

**Billing milestones**

- Completion of flight and survey operations: \$23,000
- Post-processing and map production, delivery of end-products: \$18,906
- Final acceptance (within 30 days of receipt of final data): \$4,656

**Total cost: \$46,562.**

This proposal to perform the described services becomes a contract subject to the attached terms and conditions when signed by HJW and client. By signing below I am representing that I have authority to execute this agreement, and I will personally guarantee that payment will be made to HJW for services rendered in accordance with the terms of this agreement

Agreed:

HJW GeoSpatial

By:

  
 \_\_\_\_\_  
 Devin Kelley

02/15/11  
 \_\_\_\_\_  
 Date

Agreed:

City of Bishop, Public Works

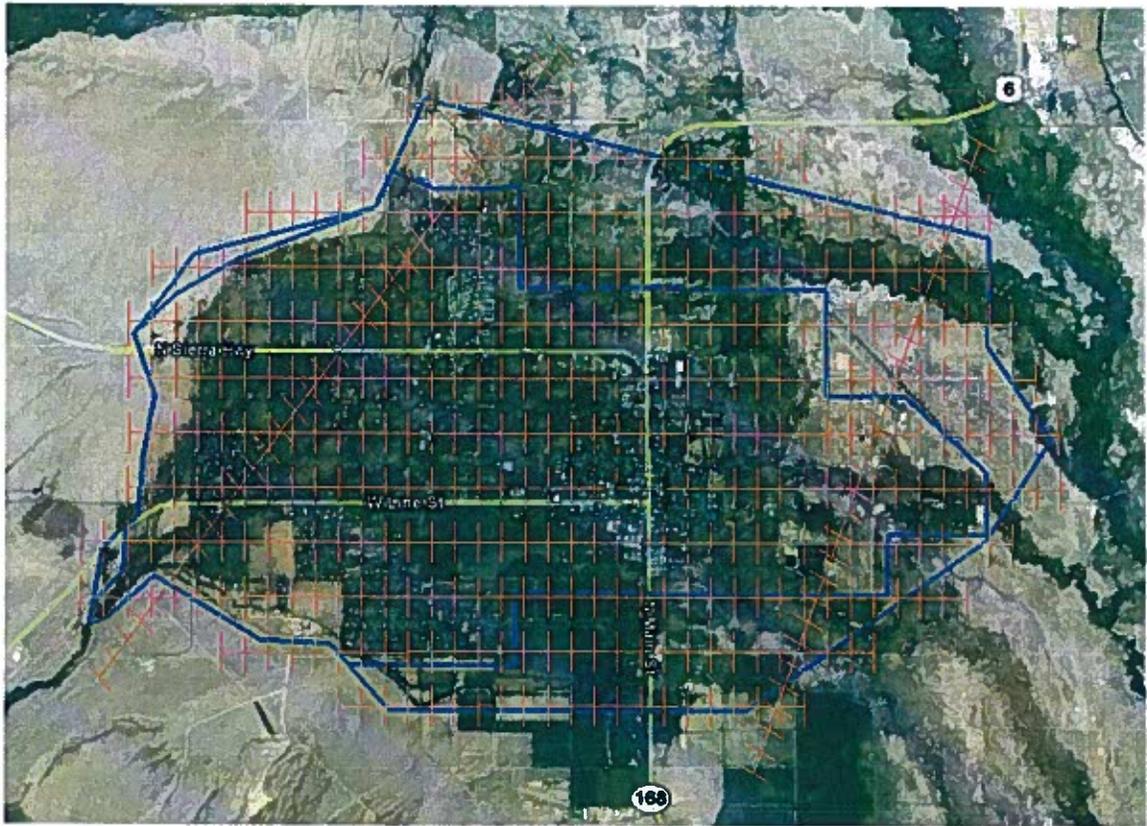
By:

\_\_\_\_\_

David Grah

\_\_\_\_\_

Date



**Project limits delineated in blue (18 square miles)**

## TERMS AND CONDITIONS

- a) Independent Contractor:** HJW shall operate as an independent contractor and not as an employee, agent, joint venturer, or partner of Client. Nothing in this Agreement shall be interpreted or construed to the contrary. HJW shall retain the right to perform services for others during the term of this Agreement.
- b) Payment of Invoices:** Client shall pay HJW's invoices within 30 days of their receipt and acceptance by Client. Invoices will be deemed to have been accepted by Client upon receipt unless Client advises HJW within 10 days of any objection to the invoice. In no event shall Client use this objection to delay payment of any undisputed portions of the invoice. Client and HJW agree to endeavor to resolve any disputes over payment in a timely manner. HJW reserves the right to cease work or to refuse to provide Client with any work product until such disputes are resolved. HJW shall assess and Client shall pay a service charge of 1.5% per month on invoice balances over 30 days past due.
- c) Cooperation:** Client and HJW agree to cooperate with each other in every way in order to complete the terms of this Agreement. Upon request, Client shall execute and deliver, or cause to be executed and delivered, such documents or instruments which are necessary to perform the terms of this Agreement.
- d) Rights in Data:** The deliverables shall be the property of the Client. In addition, HJW shall retain independent rights to notes, letters, software, photographs and other work materials developed or acquired in the process of producing the products named in the "scope of services" section of this Agreement. HJW agrees to maintain work materials in an ordered and accessible manner and take reasonable action to safeguard work materials for future use.
- e) Assignment:** Neither party to this Agreement will assign or otherwise transfer its rights or obligations hereunder without the prior written consent of the other party.
- f) Indemnity:** HJW shall indemnify Client, its officers, directors, employees and agents from any claims, suits, loss, damage, expense, and liability resulting from HJW's negligent performance or willful misconduct related to the performance of this Agreement. Client shall indemnify HJW, its officers, directors, employees, and agents from any claims, suits, loss, damage, expense and liability resulting from Client's negligence or willful misconduct related to the performance of this Agreement. Neither party shall be responsible or held liable to the other party for any indirect or consequential damages arising out of services performed under this Agreement. HJW's liability under this Agreement shall be limited to the amount of the fees paid by the client to HJW for services performed under this Agreement or to \$15,000.00, whichever is greater.
- g) Insurance:** HJW shall maintain general liability, automobile liability, aircraft liability, professional liability, and workers' compensation insurance coverages. HJW shall maintain comprehensive general liability insurance and automobile liability insurance coverage each in the sum of not less than \$1,000,000. Certificates of insurance shall be sent to Client.
- h) Termination of Agreement:** Client may terminate this Agreement in the event HJW is unable to satisfactorily perform its work, however, HJW shall be entitled to compensation for all work satisfactorily performed up to the point that the Agreement is terminated. HJW shall be entitled to immediately, and without notice, suspend its performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court.
- i) Disputes and Applicable Law:** Any controversy, claim or dispute shall be construed and enforced in accordance with the laws of the State of California. Should any legal or arbitration proceedings be brought by either party to enforce or interpret any of the terms or conditions of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in defense of the claim from the other party. The venue for any such action shall be in the County of Alameda, California.
- j) Force Majeure:** Neither party to this Agreement will be liable to the other party for delays in performing the services or delivery of the products, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, inclement weather conditions, natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.
- k) Severability and Waiver of Breach:** If any provision hereof or any remedy herein provided for be invalid under any applicable law, such provision shall be inapplicable and deemed omitted, but the remaining provisions hereof shall be in effect in accordance with the intent hereof. HJW's waiver of any other term or condition, or breach of any term or condition shall not constitute the waiver of any other term or condition, or the breach of any other term or condition.
- l) Sales and Use Tax:** In the event any taxing authority determines that sales or use tax should have been charged on invoices for services or products sold to Client, then Client agrees that it will either pay such sales or use tax, along with any interest or penalties assessed, directly to the taxing authority or will promptly reimburse HJW for any sales or use tax, interest and penalties against HJW by any taxing authority that results from this Agreement.
- m) Entire Agreement:** This Agreement constitutes the basis for Agreement between HJW and Client as regards to the work specified in the "scope of services" section of this Agreement, and supersedes all prior agreements, whether written or oral. In the event of conflict between the contents of this Agreement, any purchase order, or other form of written authorization subsequently issued for HJW's services or products, the provisions of this Agreement shall govern unless rescinded in writing.

TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

SUBJECT: **REQUEST TO ADVERTISE FOR BIDS -  
NORTH 2<sup>ND</sup> STREET WATER IMPROVEMENTS**

DATE: February 28, 2011

Attachments: Request memo from Director of Public Works

**BACKGROUND/SUMMARY:**

The Public Works Department is now ready to advertise for bids for the *North Second Street Water Improvements Project*, as discussed in Director Grah's request.

**RECOMMENDATION:**

Authorize advertising for bids on the *North Second Street Water Improvements Project* as requested.



**To:** James M. Southworth, City Administrator  
**From:** David Grah, Director of Public Works  
**Subject:** Advertise the North Second Street Water Improvements Project for Bids  
**Date:** 22 February 2011  
**Previous:** None  
**Funding:** Water capital improvement funds

**General:**

Public Works is ready to advertise the North Second Street Water Improvements project for construction bids.

**Background:**

The North Second Street Water Improvements project will replace the water main and services along the portion of North Second Street south of Willow Street. This section of Second Street has one of the three remaining 2 inch water mains in the city. These 2 inch lines are leak prone and extremely small by current standards. The project replaces this small water line with an 8 inch water line and installs a fire hydrant.

The total cost of the project is estimated to be about \$65,000 and this level of funding is included in the 2010/2011 fiscal year budget, line item 004-050-56027 (Capital Improvements). Since this project is entirely funded by the city, contracting preferences apply to the project.

The schedule for the project is proposed to be:

Advertise	1 March
Open Bids	1 April
Award Contract	11 April
Start Construction	10 May
Finish Construction	30 May

**Recommendation:**

That the City Council approve the advertisement of the North Second Street Water Improvements project for construction bids.

TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

SUBJECT: **REQUESTED SUPPORT FOR I.M.A.C.A. FEDERAL FUNDING**

DATE: FEBRUARY 28, 2011

**BACKGROUND/SUMMARY:**

The Inyo Mono Advocates for Community Action (IMACA) programs are a vital lifeline for the vulnerable elderly, the disabled, and many families with small children within Inyo and Mono Counties. It has been reported that President Obama has proposed cutting Community Service Block Grants by 50% which would be devastating to IMACA's ability to assist these residents of our communities.

**RECOMMENDATION:**

Consideration for providing support for continued funding of the Community Service Block Grants used by IMACA to serve residents of both Inyo and Mono Counties by making phone calls or writing letters to federal legislators and the White House.

## City Clerk

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**From:** James Southworth [jim@ca-bishop.us]  
**Sent:** Wednesday, February 23, 2011 4:35 PM  
**To:** 'City Clerk'  
**Subject:** FW: potentially devastating funding cuts for IMACA

**James M. Southworth**  
*City Administrator*  
City of Bishop  
377 W. Line Street  
Bishop, CA 93514  
760-873-5863  
Fax: 760-873-4873

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**From:** Susan Cullen [mailto:SusanCullen@verizon.net]  
**Sent:** Wednesday, February 23, 2011 4:14 PM  
**To:** jim@ca-bishop.us  
**Subject:** FW: potentially devastating funding cuts for IMACA

I think we should put this on our agenda. This could really hurt our community.

Thanks

*Susan Cullen*

Phone 760-873-4676  
Cell 760-920-8577

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**From:** Jane McDonald [mailto:janemcd1@mac.com]  
**Sent:** Wednesday, February 23, 2011 10:25 AM  
**To:** Maggie Phelps; Erin McPhee; Jim Stroh; Marti Holton; Karen Ferrell-Ingram; Peter Pumphrey; Carolyn Balliet; Marlo Preis; Jeff Griffiths; Julie Tiede; Julie Fought; Susan Cullen; tom@hardyplace.com; Mary McGurke; Kerry Lozito; John Louth; Anselmo Machado; glovetsky@live.com; Becky Hutto; Katharine Allen; paul@inyopro.com; Harry and Susan Holgate  
**Subject:** potentially devastating funding cuts for IMACA

Dear Friends,

It gives me great sadness to report that President Obama has proposed cutting Community Service Block Grants by 50%. These funds are the glue that hold IMACA together. Without them we would have no food pantry, no commodities program, no energy services, no garden program, no housing or youth services, no conservation corps. A 50% would be devastating to our program, and we are writing to ask for your help.

**As a friend of IMACA, I am hoping that you will write a letter or make a call on behalf of the thousands of Inyo and Mono County residents we work with each year.**

### ***SAVE Community Services!***

The Obama Administration has proposed devastating cuts and changes to Community Action and To Low Income Housing Energy Assistance

2/24/2011

Programs (LIHEAP). Anti-poverty agencies nationwide will be hit hard if these changes go through. More important, critical services for low-income families will be lost.

## WHAT CAN WE DO?

It is essential that President Obama and the Congress hear from communities all across America. We need to let our national leaders know that Community Action is important to us. You can call or email the President and your representatives in Congress. Tell them how Community Action has made a difference in your life. And encourage others to do the same!

### ***Sample Phone or Letter Message to President Obama and Your Senators!***

My name is \_\_\_\_\_, I'm calling from \_\_\_\_\_ (town) in Eastern California.

**The services provided by our local Community Action Agency help thousands of residents of Inyo and Mono County who are living in poverty.**

Without assistance from our local Food Bank and Commodities program, many in our community would go hungry. Without energy assistance, many vulnerable seniors, disabled residents, and families with small children would be without heat. Without low income housing, many of our residents would be homeless. I am calling to urge you to protect Community Services Block Grants, the funding base which holds together all of these programs and makes them viable. Without CSBG, my community action agency would cease to exist, and would no longer be able to provide a critical safety net to the most vulnerable population in our midst.

***In the current economic crisis, these programs have become a matter of survival. Please, do not cut our community's lifeline.***

Sincerely,

### ***Contact Information***

#### **Phone Numbers**

White House Comments Line	(202)456-1111
Sen. Dianne Feinstein	(202) 224-3841
Sen. Barbara Boxer	(202)224-3553

**Addresses**

**President Barack Obama**

The White House

1600 Pennsylvania Avenue NW

Washington, DC 20500

*Email: <http://www.whitehouse.gov/CONTACT/>*

***Online Petition to President Obama:***

***<http://www.petitiononline.com/4iA8vA4g>***

**Senator Barbara Boxer**

United States Senate

112 Hart Senate Office Building

Washington, D.C. 20510

*Email: <http://boxer.senate.gov/en/contact/policycomments.cfm>*

**Senator Dianne Feinstein**

United States Senate

331 Hart Senate Office Building

Washington, D.C. 20510

*Email: [http://feinstein.senate.gov/public/index.cfm?](http://feinstein.senate.gov/public/index.cfm?FuseAction=ContactUs.EmailMe)*

*[FuseAction=ContactUs.EmailMe](http://feinstein.senate.gov/public/index.cfm?FuseAction=ContactUs.EmailMe)*

TO: CITY COUNCIL

FROM: JAMES M. SOUTHWORTH, CITY ADMINISTRATOR 

SUBJECT: **ADOPTION OF FINAL BUDGET FY 2010-2011 / 2011-2012**

DATE: FEBRUARY 28, 2011

**BACKGROUND/SUMMARY:**

Under separate cover you will find the City of Bishop Final Budget for the fiscal years 2010-2011 and 2011-2012. We present the final budget after the 2009-2010 fiscal year audit in order to make the appropriate adjustments presented in the audits. The final budget as presented also reflects a more accurate projection of revenues and expenditures for the fiscal year ending June 30, 2011. It is more accurate due to the fact we have had more of the fiscal year to use as a gauge.

As Council is aware, the preliminary budget is required to be prepared prior to the end of the previous fiscal year. This final budget reflects expenditures projected in the Preliminary Budget adopted September 13, 2010 and updated with audited actuals from FY 2009-2010. This budget also depicts possible unanticipated expenses and revenues which the City could be faced with during the remainder of the fiscal year. The City of Bishop continues to maintain financial viability while providing essential services to the citizenry.

The 2010-2011 and 2011-2012 Final Budget expenditures are estimated at \$11,440,436.00 and \$9,849,634.00 respectively. This figure represents estimated capital and operational expenditures for all City services and departments for the 2010-2011 and 2011-2012 fiscal years. Our budgeted revenues and reserve balances are adequate to fund all of the projected expenditures. The City of Bishop continues to maintain its financial integrity through the efforts of our legislative body, excellent city staff, and the cooperation and participation of the citizens of the city.

I would like to personally thank our department heads and staff for their efforts this past fiscal year. Without the creativity, work ethic and dedication of our employees it would be impossible to meet our high level of service package goals for our citizens.

**RECOMMENDATION:**

Review the City of Bishop 2010-2011 and 2011-2012 Final Budget for adoption.



CITY OF BISHOP  
REDEVELOPMENT AGENCY MINUTES  
January 24, 2011

CALL TO ORDER	President Griffiths called the meeting to order at 8:50 p.m.
MEMBERS PRESENT	Smith, Cullen, Stottlemyre, Dishion, Griffiths
MEMBERS ABSENT	None
OTHERS PRESENT	James M. Southworth, Executive Director Denise Gillespie, Assistant City Clerk Peter Tracy, City Attorney
PUBLIC COMMENT	There was no public comment.
CONSENT CALENDAR	A motion was made by Member Cullen to approve the Consent Calendar as presented:
(1) Motion/Cullen	FOR APPROVAL AND FILING: (a) Minutes – 2/22/10  Motion carried by a 5-0 vote.
NEW BUSINESS	
REDEVELOPMENT AGENCY FINAL AUDIT FY 2009-2010 (2) Motion/Stottlemyre	Member Stottlemyre moved to accept the Final Audit for Fiscal Year 2009-2010.  The motion carried by a 5-0 vote.
ADJOURNMENT	President Griffiths adjourned the meeting at 8:52 p.m.

\_\_\_\_\_  
Jeff Griffiths, President

ATTEST: James M. Southworth, Executive Director

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

## REDEVELOPMENT AGENCY

TO: AGENCY MEMBERS

FROM: JAMES M. SOUTHWORTH, EXECUTIVE DIRECTOR

**SUBJECT: FINAL BUDGET FY 2009-2010 / 2010-2011**

DATE: FEBRUARY 28, 2011

BACKGROUND/SUMMARY:

Please find attached the 2009-2010 and 2010-2011 final budgets for the Bishop Redevelopment Agency. The budget is brought to the Agency for approval.

RECOMMENDATION:

Review the final budgets for the Bishop Redevelopment Agency for fiscal years 2009-2010 and 2010-2011 for approval and filing.

FINAL BUDGET  
2010-2011

2011-2012

014 - REDEVELOPMENT FUND  
029 - REDEVLOPMENT AGENCY

	08-09 Actual Expend.	09-10 Budget	09-10 Final Expend.	10-11 Budget Request	11-12 Budget Request
51002 SALARIES/PART-TIME	<u>150</u>	<u>302</u>	<u>300</u>	<u>300</u>	<u>300</u>
51007 HEALTH INSURANCE	<u>11</u>	<u>494</u>	<u>493</u>		
51008 DENTAL INSURANCE	<u>93</u>	<u>186</u>	<u>186</u>		
51010 WORKERS COMPENSATION	<u>1</u>	<u>4</u>	<u>3</u>	<u>4</u>	<u>4</u>
51011 MEDICARE TAX	<u>2</u>	<u>5</u>	<u>4</u>	<u>5</u>	<u>5</u>
51017 FICA	<u>6</u>	<u>15</u>	<u>15</u>	<u>15</u>	<u>15</u>
51043 DISABILITY INSURANCE	<u>8</u>	<u>17</u>	<u>16</u>	<u>17</u>	<u>17</u>
52009 TRAINING					
52011 ADVERTISING/PRINTING					
52012 OFFICE SUPPLIES, POSTAGE		<u>10</u>		<u>10</u>	<u>10</u>

FINAL BUDGET  
2010-2011

2011-2012

014 - REDEVELOPMENT FUND  
029 - REDEVLOPMENT AGENCY

	08-09 Actual Expend.	09-10 Budget	09-10 Final Expend.	10-11 Budget Request	11-12 Budget Request
52013 COMMUNICATIONS					
52014 MEETINGS, TRAVEL, CONF.					
52015 PROFESSIONAL/TECH. SVS.	220	227	220	250	250
TOTAL	491	1,260	1,237	601	601