



CITY OF BISHOP

STUDY SESSION AGENDA

Council Chambers - 301 West Line Street - Bishop, California

NOTICES TO THE PUBLIC

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

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

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

MONDAY, JANUARY 9, 2012

4:00 p.m.

CALL TO ORDER

ROLL CALL

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

SCHEDULED DISCUSSION

1. Recognition of staff – Police Department
2. Potential retreat dates and agenda topics
3. Legislative Platform – Councilmember Griffiths
4. Expiring term on Parks and Recreation Commission
5. Current 7:00 p.m. agenda items
6. Future agenda items

DEPARTMENT HEAD REPORTS

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

DISCUSSION

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

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



CITY OF BISHOP COUNCIL RETREAT AGENDA

DATE: _____

Time: _____

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

DRAFT

NOTICE TO THE PUBLIC

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ROLL CALL

PUBLIC COMMENT

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

DISCUSSION

1. Sunrise Mobile Home Park
2. Sierra Street Parking Lot and other parking issues
3. Technology opportunities
4. Recycling opportunities
5. Preliminary Budget FY 2012-2013
6. Tri-County Fairgrounds
7. Water and Sewer Rate Study
8. Emergency Preparedness Training

ADJOURNMENT

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

DRAFT

INYO COUNTY'S LEGISLATIVE PLATFORM

(The positions reflected in the Inyo County Legislative Platform applies to not only legislation but extends to rules, regulations and guidelines established by other governmental agencies.)

SPECIFIC LEGISLATIVE PROPOSALS

1. AGRICULTURAL

Support - Continued funding of weed management programs.

Support - Authority for USDA to set up cooperative agreements with states for pest exclusion programs.

Support - Control and mitigation for the spread of invasive species to protect, conserve and restore public and private lands.

Oppose - Efforts by State agencies to usurp Agricultural Commissioners permitting authority for the spraying of pesticides on irrigated *land*.

2. CHILD SUPPORT

Oppose - Any recommendations that would reduce Federal financial participation in child support.

3. HEALTH AND HUMAN SERVICES

Watch - State health care reform proposals with fiscal impacts to the County and private employers.

Oppose legislation, which will mandate employee benefits and salaries for the local In-Home Support Services Program (IHSS) that are not covered by the State.

4. PROBATION

Support legislation, which protects and enhances State funding of Probation programs.

Support legislation, which improves and provides funding for educational opportunities at the Juvenile facility.

Support legislation, which will provide funding for probation services provided to drug offenders, and mentally ill incarcerated offenders.

Support legislation to authorize local probation departments to collect outstanding victim restitution through the civil process.

BUDGET AND FISCAL

1. **Support** legislation requiring the State to provide full cost reimbursement to counties for all mandated programs.

2. **Support** legislation that requires that a secure and dedicated funding stream be identified prior to the adoption of any legislation placing additional mandates on local government.

3. **Support** legislation that would prohibit the State from mandating that a county participate in a project without the consent of the Board of Supervisors.
4. **Support** legislation to stabilize local government financing, to increase funding to local agencies in an equitable manner, and to permit the most cost-efficient management of State-mandated programs.
5. **Oppose** legislation that would establish maintenance of effort requirements when it usurps the County's discretion over programs and expenditures.
6. **Oppose** efforts by the State and Federal Governments to reduce funding of programs or other traditional State and Federal funding streams by mandating, legislating, redirecting or strongly encouraging the use of local discretionary funding such as, but not limited to, Children and Families Commission.
7. **Support** legislation that will continue Secure Rural Schools and Community Self-Determination Act beyond the current authorization.
8. **Support** legislation to provide increased flexibility to local government to raise revenue within its jurisdiction.
9. **Support** State and Federal legislation that restores or enhances, royalty payments, and or the ability of local government to receive revenue from renewable energy projects sited within the local jurisdictions.
10. **Support** legislation that reaffirms a County's discretion in and ability to collect taxes on the siting, development and operation of commercial scale and larger renewable energy projects.

GENERAL GOVERNMENT

1. **Support** legislation that realigns governmental services in such a manner as to improve the delivery of services and make government more accountable to the people of California.
2. **Support** legislation that raises standards of required training for elected department heads in areas such as finance, personnel and management.
3. **Support** collective bargaining legislation that:
 - Recognizes the responsibility of local elected officials to govern and manage the organization and to implement public policy; and
 - Minimizes conflict over procedural matters.
4. **Support** legislative efforts to provide funding for new construction, remodeling and renovation as well as to offset operating costs for local library facilities through bond measures and/or other funding methods.
5. **Support** full funding of the Public Library Fund in future budgets.
6. **Support** legislation that recognizes the inherent disadvantage rural counties have as it applies to using a population based criteria (per capita) for allocating state and federal funds and minimizes and/or eliminates the reliance on this funding criteria.
7. **Oppose** legislation that minimizes, restricts and/or eliminates local Boards of Supervisor control over collective bargaining and employer-employee relations.
8. **Oppose** legislation that minimizes, restricts and/or eliminates local Boards of Supervisor control over the allocation of funds through the budget process.

9. **Support** legislation that reimburses counties for special election costs and for costs associated with electronic voting machines.
10. **Oppose** legislation that would require counties to share State expenses and liability on projects outside local jurisdiction.
11. **Support** legislation that requires counties to be reimbursed for the cost of special elections called by the Governor or Legislature.
12. **Support** legislation that reduces State and Federal regulations that impede, or increase the cost of the delivery of services by local governments and special districts.
13. **Monitor** closely any legislative efforts/initiatives regarding reform of the State Budget process.
14. **Oppose** legislation that is unduly burdensome to private industry.
15. **Support** legislation that provides the option for rural counties to conduct elections via "Vote by Mail."
16. **Support** protection of Prop 40 funding discretion and use.
17. **Oppose** efforts by Federal and State government to adversely impact Volunteer Fire Departments, including EMT services.
18. **Support** broadband and other technology advancements, i.e., Digital 395 Project.
19. **Support** legislation that mitigates the impacts of natural or man made disasters on local governments and local property owners.
20. **Support** legislation that would allow "a contracting agency and the exclusive representative of employees of that agency may agree through collective bargaining that the employer contribution for employee and annuitant health benefits coverage for employees first hired on or after the effective date of a memorandum of understanding may differ from the employer contribution provided to existing employees and annuitants pursuant to Sections 22890 and 22892" and any other legislation that will permit the County to take advantage of a multi-tier benefit package through PERS.
21. **Support** legislation that relieves the counties of monitoring, collecting, transmitting, and reporting State tax withholding for vendor payments. (added by Board Order in draft form 11/1/2011)

HEALTH & SOCIAL SERVICES

1. **Support** legislation that promotes service integration, such as development of automated, central statistical case records for all human service programs and information sharing across human service programs.
2. **Support** blended funding across human service programs, i.e. non-categorical.
3. **Support** legislation that allows maximum local flexibility to design human services programs, based on the needs of the communities served.
4. **Support** legislation that protects the physical, emotional and mental health of children and youth; promotes their educational development, and ensures the availability of support services for juveniles.
5. **Support** increased allocation of subsidized childcare funding.

6. **Support** legislation that provides increased or reinstates funding and/or programs to handle the increasing need for service for older adults, i.e. Adult Protective Services, In-Home Supportive Services (IHSS), Linkages, etc.
7. **Support** legislation that provides or increases a minimum base allocation (MBA) to small counties to sustain treatment for alcohol and drug treatment.
8. **Monitor** the CMSP program and support efforts to protect funding, minimize the participation fee paid by counties, and sustain reasonable reimbursement rates to providers in an effort to retain them in small counties.
9. **Monitor** and **Oppose** any legislative efforts/initiatives to reopen the realignment legislation or legislation that negatively affects Inyo County's health and human services realignment funds.
10. **Monitor** closely and cautiously any legislative efforts/initiatives regarding State Healthcare Reform.
11. **Support** legislation efforts of CSAC and RCRC to protect counties from, and to provide reimbursement to counties for, additional expenses associated with State dispersal of prisoners and State Prison reform.
12. **Support** legislation that consolidates State offices providing administrative oversight, or otherwise streamlines, and/or reduces the administrative costs of Health and Human Services Programs.

TRANSPORTATION AND PUBLIC WORKS

1. **Support** transportation funding legislation that:
 - Provides revenues without affecting funding sources of other county projects;
 - Continues Federal funding efforts for local transportation projects;
 - Reaffirms and continues State responsibility for highway financing.
 - Returns lost maintenance and construction funds for local roads.
2. **Support** any legislation efforts that assist the County in mitigating for the transportation of transuranic waste to the Nevada Test Site through California on routes located in or transecting Inyo County. Specifically, funding and assistance is needed in several areas including road and infrastructure improvements, first responder training, radiological detection instruments and training and emergency medical and hospital training.
3. **Support** State legislators' efforts to address identified State highway safety needs in our communities.
4. **Support** State and Federal legislation efforts that benefit our local airports.
5. **Oppose** legislation that changes public contracting laws in a manner in which it negatively impacts the County's contract authority and/or increases costs to the County and/or unduly lengthens the time it takes for the County to enter into a Public Works Contract.
6. **Support** legislation that enhances counties ability to designate appropriate uses of county roads.

RESOURCES AND ENVIRONMENT

1. **Support** legislation to provide funding to local governments to create programs to protect river parkways and to reclaim damaged river habitat.
2. **Support** legislation that protects rural counties' natural and developed resources that contribute to the economic and environmental well being of the county and the state.
3. **Support** legislation for the development of programs and strategies that will accomplish the acquisition of reinvestment dollars for watershed management, groundwater basins, fisheries and waterways.
4. **Support** Federal funding proposals that enhance County ability to acquire Federal and state funding for the purpose of managing watersheds et al.
5. **Support** legislation and/or state budget efforts to continue to provide funding for toxic weed management.
6. **Support** legislation that preserves local authority under RS2477 to protect public roads.
7. **Support** legislation to repeal and/or provide 100% funding for meeting all of the requirements of AB 32 (the California Global Warming Solutions Act of 2006) and SB 375.
8. **Oppose** activities of the Federal and State government to acquire and transfer private lands to public ownership without continued mitigation for loss of local property tax revenue.
9. **Oppose** Federal or State activities limiting public access to public lands.
10. **Support** legislation, which promotes and/or provides monetary aid to local jurisdictions for their Federal land use coordination with federal agencies.
11. **Oppose** any legislation, which eliminates or diminishes the requirement for Federal and State land use agencies to coordinate with local government on decisions affecting the plans and policies of local jurisdictions.
12. **Support** legislation, which identifies the impacts of catastrophic wildfires and provides that wildfire mitigation and prevention are goals that meet the requirements of AB32.
13. **Support** legislation, which maintains Inyo County's ability to protect and enhance its land use authority to determine the use of its natural resources, including but not limited to mining, water storage, renewable energy, and agricultural resources.
14. **Watch** efforts to create additional or expand existing wilderness designations in the County.
15. **Oppose** efforts by Federal and State government to increase fees *for* and reduce and/or eliminate fire protection services on public lands.
16. **Support** legislation that protects those local jurisdictions that operate and deliver and store water that recognize and address mussel infestation early on from liability as a result of mussel infestation

PLANNING AND LAND USE

1. **Support** legislation and budget efforts that continue to maximize the Payment in Lieu of Taxes (PILT) revenue from the federal and state government to counties and continues full funding of PILT without restrictions beyond the current authorization.

2. **Oppose** legislation that minimizes and/or eliminates local control over land use decisions.
3. **Support** legislative efforts to enable local governments, utilities, energy developers, California Native American tribal governments, affected landowners and members of the public to actively participate in the renewable energy and utility corridor planning processes.
4. **Support** legislation, which reduces and/or eliminates State Requirements regarding the General Plan and its updates.
5. **Oppose** legislation, which limits or reduces the authority of counties under the State Mining and Reclamation Act (SMARA).
6. **Support** legislation, which promotes and/or provides monetary aid to local jurisdictions for their Federal land use coordination with federal agencies.
7. **Oppose** any legislation, which eliminates or diminishes the requirement for Federal and State land use agencies to coordinate with local government on decisions affecting the plans and policies of local jurisdictions.
8. **Support** legislation, which maintains Inyo County's ability to protect and enhance its land use authority to determine the highest and best use of its natural resources, including but not limited to mining, water storage, renewable energy, and agricultural resources.
9. **Support** legislation that protects and/or reinstates the payment of geothermal royalties to local jurisdictions.
10. **Support** legislation that streamlines the CEQA/NEPA process for the Digital 395 Project.

LAW & JUSTICE

1. **Support** legislation that maximizes county discretion in developing programs for juveniles.
2. **Support** legislation that eliminates the requirement that counties pay for court reporter transcripts.
3. **Support** Federal and State funding to combat the impacts of illegal Methamphetamine production.
4. **Support** legislation that would allow counties to enact an ordinance to allow up to a \$10 penalty assessment for every \$100 fine for criminal offence including traffic fines for the maintenance and purchase of Law Enforcement facilities and vehicles.
5. **Oppose** any changes in the State Criminal justice system that increases costs to counties for jail operations, including but not limited to early releases of prisoners, commutation of sentences and/or commutation of variable sentencing Options (i.e., wobblers), without corresponding dedicated long-term reliable revenue stream and the ability to administer it locally.
6. **Watch** proposed changes to State and Federal water law.
7. **Support** legislation that will complete the work initiated through the Trial Court Unification Act by making justice system costs that are controlled or imposed by the judiciary but inadvertently remain the responsibilities of the counties the clear responsibility of the State of California and the California Superior Court to fund.

DRAFT

DRAFT

**BISHOP PARKS AND RECREATION COMMISSION
NOTICE OF EXPIRING TERM**

A term on the City of Bishop Parks and Recreation Commission will expire on March 25, 2012. This appointment is for a four-year term. All persons interested in serving on the Commission are encouraged to contact Bishop City Hall for an application, description of duties and responsibilities, and information on compensation at 377 West Line Street, Bishop, visit the City's website at www.ca-bishop.us, or call 760-873-5863. The deadline for filing applications is 4:30 p.m. on Wednesday, February 22, 2012.

Inyo Register: January 26, 2012

February 2, 2012

February 9, 2012

February 16, 2012

AGENDA PLANNING FOR UPCOMING MEETINGS

MON – JAN 23, 2012 MEETINGS – MEMOS DUE: Tues Jan 17 10 am
4:00 PM

7:00 PM

- Adoption of Ordinance No. 537 and related resolutions – Election Consolidation
- RESOLUTION NO. 12- GASB 54 – Establishing a Fund Balance Policy as required under Government Accounting Standards Board 54 – Administration/Finance. TENTATIVE
- Tank Work Order 4
- Award bid for well materials
- Potential annexation of Hanby parcel
- Closed Session - Negotiations

MON – FEB 13, 2012 MEETINGS – MEMOS DUE: Tues Feb 7 10 am
4:00 PM

7:00 PM

- Public Hearing – Fees and Charges for City Services FY 2012-2013
- Ordinance for amending and/or adding new fees – Introduction/First Reading
- Approve Warren Street consultant contract
- CEQA Negative Declaration of Final Draft Mobility Element
- Mobility Element Adoption – First Reading
- Approval to purchase the well materials (bid award)
- Closed Session - Negotiations

MON – FEB 27, 2012 MEETINGS – MEMOS DUE: Tues Feb 21 10 am
4:00 PM

- Effects of election consolidation on annual reorganization

7:00 PM

- Ordinance for amending and/or adding new fees – Second Reading/Adoption
- Adoption of resolution amending and restating fees and charges for city services.
- Approve sewer trunk consultant contract
- Mobility Element – Second Reading/Adoption
- Closed Session - Negotiations

MON – MARCH 12, 2012 MEETINGS

4:00 PM

7:00 PM

- Reorganization 2012

MON – MARCH 26, 2012 MEETINGS

4:00 PM

7:00 PM

- Quarterly Citizen Award – 1st Quarter

MON – APRIL 9, 2012 MEETINGS

4:00 PM

7:00 PM

MON – APRIL 23, 2012 MEETINGS

4:00 PM

7:00 PM

TO: CITY COUNCIL

FROM: KEITH CALDWELL, INTERIM CITY ADMINISTRATOR *KC*

SUBJECT: SCADA DEMONSTRATION

DATE: JANUARY 9, 2012

Attachments: N/A

BACKGROUND/SUMMARY

At the Council's request the Public Works Department will provide a demonstration of the Supervisory Control and Data Acquisition software used to monitor the City's water and sewer systems.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, INTERIM CITY ADMINISTRATOR *KSC*

SUBJECT: **PRESENTATION BY COUNTY CLERK-RECORDER – 2012 ELECTIONS**

DATE: JANUARY 9, 2012

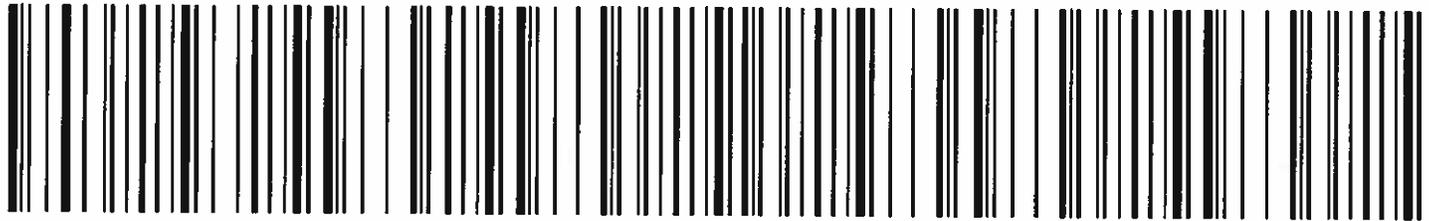
Attachments: Power Point Presentation – “Top Two Candidates Open Primary Act”

BACKGROUND/SUMMARY

Kammi Foote, Inyo County Clerk-Recorder and Registrar of Voters has requested to present a workshop to the Council regarding changes that the voter should expect to see due to the passage of Prop 14 / SB6. We have allowed 20 minutes for the presentation.

RECOMMENDATION

Hold the workshop.



Top Two Candidates Open Primary Act

Presented by:

Kammi Foote, Inyo County Clerk-Recorder
& Registrar of Voters

Top-Two Candidates Open Primary Act

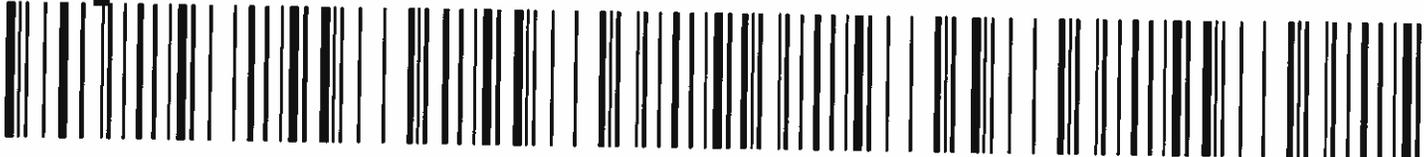
Introduction

Top-Two Candidates Open Primary Act

- ▶ Created and implemented by:
 - ▶ Proposition 14 (June 2010 ballot)
 - ▶ Senate Bill 6 (Chapter 1, Statutes of 2009)

Voter-Nominated offices

- ▶ All offices that were formerly known as “partisan offices,” except:
 - ▶ U.S. President
 - ▶ County Central Committees
 - ▶ Voter-Nominated offices: state constitutional, congressional, and state legislative offices, State Superintendent of Public Instruction
- “political party affiliation” is now known as “political party preference”**



Top-Two Candidates Open Primary Act (Continued)

Party-Nominated offices

Formerly known as “partisan offices”:

- ▶ U.S. President
- ▶ County Central Committees

Nonpartisan offices

- ▶ Judicial
- ▶ Local offices



Nomination Papers

Nomination Papers – Voter-Nominated offices

New: Any registered voter may sign any candidate's nomination papers, regardless of party preference or lack thereof

Nomination Papers – Party-Nominated offices

No Change: Only registered voters of the same party preference (or No Party Preference if the party allows it in that election) may sign a candidate's nomination papers

Nomination Papers –Nonpartisan offices

No Change: Any registered voter may sign any candidate's nomination papers, regardless of party preference or lack thereof

2010

Official Party Use

By: _____
Date Issued: _____

County Name: _____

By: _____
Date Received: _____

(Signature of Signer Use Only)

Nomination Paper

For candidate using PARTISAN nomination procedures
(Elections Code §§ 100, 8041, 8062, 8066, 8068, 8069)

I, the undersigned signer for _____, for the _____
Name of Candidate

_____ Party nomination to the office of _____ to
be voted for at the Statewide Primary Election to be held on June 8, 2010, hereby assert as follows:

I am a resident of _____ County and registered to vote at the address shown
on this paper and affiliated with the _____ Party. I am not at this time a
signer of any other nomination paper of any other candidate for the above-named office, or in case
there are several places to be filled in the above-named office, I have not signed more nomination
papers than there are places to be filled in the above-named office.

My residence is correctly set forth after my signature hereto.

PRECINCT (If the address is different from the Election Official's)	NAME	RESIDENCE	VERIFICATION (If the address is different from the Election Official's)
Precinct 1 Sign	_____	Residence Address ONLY City or Town	_____
Precinct 2 Sign	_____	Residence Address ONLY City or Town	_____
Precinct 3 Sign	_____	Residence Address ONLY City or Town	_____
Precinct 4 Sign	_____	Residence Address ONLY City or Town	_____
Precinct 5 Sign	_____	Residence Address ONLY City or Town	_____

Please complete Affidavit of Circula

Nom Petition Front

Please Complete Affidavit of Circulator on Reverse Side

2012

Official Party Use

By: _____
Date Issued: _____

County Name: _____

By: _____
Date Received: _____

(Signature of Signer Use Only)

Nomination Paper

For use in PRIMARY ELECTIONS for
Your-Nominated and Nonpartisan Offices
(Elections Code §§ 100, 8041, 8062, 8066, 8068, 8069; Code of Civil Procedure § 2015.5)

I, the undersigned signer for _____, for the nomination
to the office of _____, to be voted for at the Presidential Primary
Election to be held on June 5, 2012, hereby assert as follows:

I am a resident of _____ County and am registered to vote at the
address shown on this paper. I am not at this time a signer of any other nomination paper of any
other candidate for the above-named office.

My residence is correctly set forth after my signature hereto.

PRECINCT (If the address is different from the Election Official's)	NAME	RESIDENCE	VERIFICATION (If the address is different from the Election Official's)
Precinct 1 Sign	_____	Residence Address ONLY City or Town	_____
Precinct 2 Sign	_____	Residence Address ONLY City or Town	_____
Precinct 3 Sign	_____	Residence Address ONLY City or Town	_____
Precinct 4 Sign	_____	Residence Address ONLY City or Town	_____
Precinct 5 Sign	_____	Residence Address ONLY City or Town	_____

2010

Qualifications and Requirements
State Senator or Member of the Assembly
2010 Primary Election

Page 3
Petition, Nomination

NO APPLICABLE

b. All signers must be registered voters in the district or political subdivision in which the candidate is to be voted on and shall be members of the same political party as the candidate. § 8068

c. The candidate may appoint persons to circulate the nomination paper. Circulators shall be voters in the district or political subdivision in which the candidate is to be voted on and shall serve only in that district or political subdivision. § 8066

d. Between February 15* and March 12, 2010, each section of the nomination paper shall be delivered to the county elections official of the county in which the signer resides and is a voter. §§ 8020 & 8063

3. If only one person has declared a candidacy for a partisan nomination at the Primary Election and that candidate dies after March 12, but on or before March 17, 2010, any person qualified under the provisions of Section 8001 may circulate and deliver nomination documents for the partisan nomination for that office to the county elections official by 5:00 p.m. on March 26, 2010. § 8025

D. BALLOT DESIGNATIONS

Each candidate who submits a ballot designation shall file a ballot designation worksheet that supports the use of that ballot designation by the candidate. § 13107.3(a)

1. The ballot designation worksheet shall be filed with the elections official at the same time that the candidate files his or her declaration of candidacy. § 13107.3(b)

2. The designation shall remain the same for all purposes of both primary and general elections, unless the candidate, at least 98 days prior to the general election, requests in writing a different designation which the candidate is entitled to use at the time of the request. § 13107(e)

E. STATEMENT OF ECONOMIC INTERESTS

Each candidate must file a Statement of Economic Interests with the county elections official disclosing investments, interests in real property, and any income received during the immediately preceding 12 months pursuant to the requirements of the Political Reform Act of 1974, As Amended. Gov. Code § 87201

This statement is to be filed between February 15* and March 12, 2010. It is not required if the candidate has filed such statements within the past 60 days for the same jurisdiction. Gov. Code §§ 87201 - 87203

*Details on Lobbying

Qualifications & Requirements

Qualifications and Requirements
State Senator or Member of the Assembly
2012 Presidential Primary Election

2012

Page 5

2. Nomination Papers

a. Gather between 40 and 60 signatures for filing the nomination papers. § 8062(e)(2)

b. Signatures on the in-line filing fee petitions may satisfy this signature requirement. § 8061

c. Any candidate may obtain signatures to and sign his or her own nomination papers. § 106(a)

All signers must be registered voters in the district or political subdivision in which the candidate is to be voted on. §§ 100, 8068

The candidate may appoint persons to circulate the nomination papers. Circulators shall be voters in the district or political subdivision in which the candidate is to be voted on and shall serve only in that district or political subdivision. § 8066

f. Between February 13, 2012 (E-113), and March 9, 2012 (E-88), each section of the nomination paper shall be delivered to the county elections official of the county in which the signer resides and is a voter. §§ 8020, 8063

3. Declaration of Candidacy

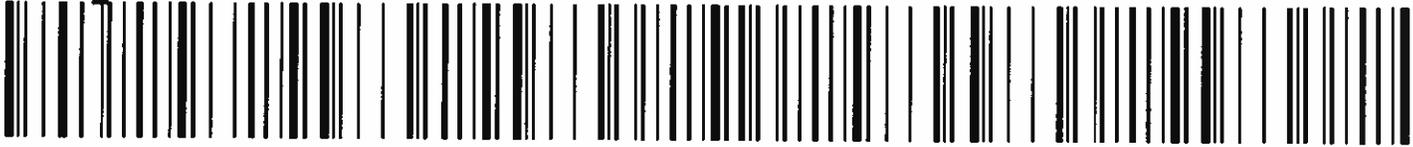
a. The Declaration of Candidacy shall be obtained from, and delivered to, the county elections official of the county in which the candidate resides and is a voter. § 8064

b. Upon request of a candidate, the county elections official shall provide the candidate with a Declaration of Candidacy. The county elections official shall not require a candidate to sign, file, or sign and file a Declaration of Candidacy as a condition of receiving nomination papers. § 8020(d)

c. The county elections official shall require all candidates filing a Declaration of Candidacy to execute the declaration in his or her office unless the candidate, in a written statement signed and dated by the candidate, designates a third party to obtain the declaration form from the county elections official and to deliver it to the candidate. The written statement shall state that the candidate is aware that the Declaration of Candidacy must be properly executed and delivered not later than March 9, 2012 (E-88), to the office of the county elections official from whom it was received. Any person may return the completed Declaration of Candidacy. § 8028

No longer to be made to same political party as candidate

(1) (9) (20) (1)



Signatures in Lieu of Filing Fees

Signature in Lieu of Filing (SIL) fees – Voter-Nominated offices

New: All signatures on SIL can be counted
as nomination signatures

Signature in Lieu of Filing (SIL) fees – Party-Nominated offices

No Change: Only signatures of the same party-preference (or No-Party Preference if the party allows it in that election) on SIL can be counted as nomination signatures

Signature in Lieu of Filing (SIL) fees - Nonpartisan offices

No Change: All signatures on SIL can be counted
as nomination signatures

2010

NAME OF FILER

By: _____
Date Signed: _____

NAME OF FILER

By: _____
Date Signed: _____

Petition In-Lieu of Filing Fee

For candidate using PARTISAN nomination procedures
(Elections Code §§ 100, 104, 8041, 8061, 8106; Code of Civil Procedure § 2015.5)

I, the undersigned signer for _____, candidate for the
Party nomination to the office of _____ to be voted for at the
Statewide Primary Election to be held on the June 8, 2010, hereby assert as follows:

I am a resident of _____ County and am registered at the address shown on this paper. I am a registered qualified voter. I am not at this time a signer of any other petition in lieu of filing fee of any other candidate for the above-named office.

My residence is correctly set forth after my signature hereto:

PRECINCT	NAME	RESIDENCE	VERIFICATION
1		Residence Address ONLY City or Town	
2		Residence Address ONLY City or Town	
3		Residence Address ONLY City or Town	
4		Residence Address ONLY City or Town	
5		Residence Address ONLY City or Town	

Please complete Affidavit of Circulator on reverse side

2012

NAME OF FILER

By: _____
Date Signed: _____

NAME OF FILER

By: _____
Date Signed: _____

Petition In Lieu of Filing Fee

For use in PRIMARY ELECTIONS for
Voter-Nominated and Nonpartisan Offices
(Elections Code §§ 100, 104, 8041, 8061, 8106; Code of Civil Procedure § 2015.5)

I, the undersigned signer for _____, candidate for
the nomination to the office of _____ to be voted for at the Presidential
Primary Election to be held on June 5, 2012, hereby assert as follows:

I am a resident of _____ County and am registered to vote at the
address shown on this paper. I am not at this time a signer of any other petition in lieu of filing
fee of any other candidate for the above-named office.

My residence is correctly set forth after my signature hereto:

PRECINCT	NAME	RESIDENCE	VERIFICATION
1		Residence Address ONLY City or Town	
2		Residence Address ONLY City or Town	
3		Residence Address ONLY City or Town	
4		Residence Address ONLY City or Town	
5		Residence Address ONLY City or Town	

Please Complete Affidavit of Circulator on Reverse Side

2012 Application for the State may be applied to local jurisdictions upon receipt of the required fee to the State Clerk, 112 West 21st

Petition In-Lieu Front

2010

Qualifications and Requirements
State Senator or Member of the Assembly
2010 Petition Primary Election

Page 2
Petition Primary Election

campaign contribution account but is not required to file a committee statement of organization or other statement of bank account information.

B. FILING FEE
Gov. Code § 85201(h)

Full Payment of Filing Fee

Pay a filing fee equal to 1% of the first year's salary. Currently, the filing fee for State Senator and Member of the Assembly is \$952.91. The filing fee must be paid at the time the candidate obtains nomination forms from the county elections official.
§§ 8102(a)(3) & 8105

Signatures In Lieu of Filing Fee

A candidate may choose to submit, by February 25, 2010, a minimum of 3,000 valid signatures for State Senator and a minimum of 1,500 valid signatures for Member of the Assembly on petitions in lieu of filing fee.
§§ 8106(a)(1) & (a)(2)

The 3,000 and 1,500 in-lieu signatures requirement applies only to candidates seeking the nomination of the Democrat or Republican parties. Candidates seeking the nomination of the American Independent, Green, Libertarian, or Peace and Freedom parties may submit petitions containing signatures of 10% of the registered voters in the district in which the candidate seeks nomination, or 150 signatures, whichever is fewer.
§ 8106(a)(6)

Within 10 days after receipt of the petition, the county elections official shall notify the candidate of any deficiency. The candidate shall then, prior to March 9, 2010 (E-88), either submit a supplemental petition containing additional signatures or pay a pro rata portion of the filing fee to cover the deficiency.
§ 8106

The candidate may submit signatures to cover all or any prorated portion of the filing fee.
§ 8106(b)(3)

Any registered voter may sign an in-lieu-filing-fee petition for any candidate for whom he or she is eligible to vote; however, candidates filing signatures-in-lieu pursuant to the provisions of § 8106(a)(6) are limited to members of their own party.
§§ 8106(a)(6) & 8106(b)(1)

Each circulator of an in-lieu-filing-fee petition shall be a registered voter of the district in which the candidate is running. The circulator shall serve within the county in which he or she resides.
§ 8106(b)(4)

Within 10 days after receipt of the petition, the county elections official shall notify the candidate of any deficiency. The candidate shall then, prior to March 12, 2010,

* Do not fill on this day.

2012

Qualifications and Requirements
State Senator or Member of the Assembly
2012 Petition Primary Election

Page 1

fee must be paid to the county elections official at the time the candidate obtains nomination papers from the county elections official.
§§ 8102(a)(3), 8105

2. Signatures In Lieu of Filing Fee

A candidate may choose to submit, by February 23, 2012 (E-103), a minimum of 3,000 valid signatures for State Senator and a minimum of 1,500 valid signatures for Member of the Assembly on petitions in lieu of filing fee.
§ 8106(a)(1) & (a)(2)

The in-lieu-filing-fee petitions may be obtained from the county elections official and circulated between December 30, 2011 (E-158), and February 23, 2012 (E-103). Sections of in-lieu-filing-fee petitions shall be filed with the county elections official of the county in which the signers reside.
§ 8106

The candidate may submit signatures to cover all or any prorated portion of the filing fee.
§ 8106(b)(3)

Any registered voter may sign an in-lieu-filing-fee petition for any candidate for whom he or she is eligible to vote.
§ 8106(b)(1)

Each circulator of an in-lieu-filing-fee petition shall be a registered voter of the district in which the candidate is running. The circulator shall serve within the county in which he or she resides.
§ 8106(b)(4)

Within 10 days after receipt of the petition, the county elections official shall notify the candidate of any deficiency. The candidate shall then, prior to March 9, 2012 (E-88), either submit a supplemental petition containing additional signatures or pay a pro rata portion of the filing fee to cover the deficiency.
§ 8106(b)(3)

Signatures in lieu of the filing fee may be counted towards the nomination sponsor signature requirements.
§ 8106(d)

Signature In Lieu of Filing Fee Requirements
§ 8106(a)(1) & (a)(2)

Candidates	Filing Fee	Signatures In Lieu of Filing Fee	Value of Each Signature
All State Senate Candidates (except write-in candidates)	\$952.91	3,000	\$0.317637
Candidates (except write-in candidates)	Filing Fee \$952.91	Signatures In Lieu of Filing Fee 1,500	Value of Each Signature \$0.635273

New Requirement for All Parties

Qualifications & Requirements



Declaration of Candidacy

Declaration of Candidacy – Voter-Nominated offices

New: Party preference-candidate may indicate party preference or lack thereof

New: 10-year party preference/voter registration history

Declaration of Candidacy – Party-Nominated offices

No Change: The party that the candidate is currently registered with will be listed on the Declaration of Candidacy Form

Declaration of Candidacy - Nonpartisan offices

No Change: No party will be listed on the Declaration of Candidacy Form

2010

OFFICIAL USE ONLY

By: _____
 Date Recd: _____

By: _____
 Date Recd: _____

By: _____
 Date Recd: _____

No longer required

Declaration of Candidacy

(Elections Code §§ 200, 8002.5, 8020, 8040, 8121, 13105)

I hereby declare myself a candidate for nomination to the office of _____ Party candidate for nomination to election to the office

of _____ (Name of Office, including District, where applicable) to be voted for at the primary election to be held June 6, 2010 and declare the following to be true:

My name is _____

I request my name and ballot designation to appear on the ballot as follows:

Print Your Name for Use on the Ballot: _____

Print Designation Requested: _____

A ballot designation is optional. The ballot designation is requested, write in the word "NAME" and initial above.

NOTE: The Secretary of State (SOS) will publish one of the addresses below in the official list of candidates and on the SOS website. Please check the appropriate box to indicate which address you wish to use for this purpose.

Residence Address: _____ City: _____ State: _____ Zip Code: _____

Business Address: _____ City: _____ State: _____ Zip Code: _____

Mailing Address: _____ City: _____ State: _____ Zip Code: _____

Telephone: (_____) _____ Area Code Daytime Home Code Evening

FAX and Email: (_____) _____ Area Code _____ Email

Official Website: _____

IMPORTANT: BACK SIDE OF PAGE MUST BE COMPLETED

2012

By: _____
 Date Recd: _____

By: _____
 Date Recd: _____

By: _____
 Date Recd: _____

No longer required

Declaration of Candidacy

(Elections Code §§ 200, 8002.5, 8020, 8040, 8121, 13105)

I hereby declare myself a candidate for nomination to the office of _____ to be voted for at the Presidential Primary Election to be held on June 5, 2012, and declare the following to be true:

My name is _____

I request my name and ballot designation to appear on the ballot as follows:

Print Your Name for Use on the Ballot: _____

Print Designation Requested: _____

A ballot designation is optional. If one is requested, a completed BALLOT DESIGNATION MUST be returned. If no ballot designation is requested, write in the word "NAME" and initials to use. (Elections Code §§ 11107, 11107.5.)

NOTE: The Secretary of State (SOS) will publish one of the addresses below in the official list of candidates and on the SOS website. Please check the appropriate box to indicate which address you wish to be used for this purpose. If no box is selected, the first address listed below is understood.

Mailing Address: _____ City: _____ State: _____ Zip Code: _____

Residence Address: (Required) _____ City: _____ State: _____ Zip Code: _____

Business Address: _____ City: _____ State: _____ Zip Code: _____

Telephone: (_____) _____ Area Code Daytime Home Code Evening

FAX and Email: (_____) _____ Area Code _____ Email

Website: _____

IMPORTANT: Reverse Side of Page Must Be Completed

DC Front

2012

Political Party History

I meet the statutory and constitutional qualifications for this office (including, but not limited to, citizenship and residency). I am a present or incumbent of the following public office (if any):

A candidate for voter-nominated office must complete the following two sections:

My voter registration and party preference (if any), over the past ten years (beginning with the year 2002*), are as follows:

Party Preference _____ County _____

* Please note that only ten years of voter registration and party preference history will be provided on the Secretary of State's website. Any information provided regarding registration history prior to 2002 will not be included.

Pursuant to Elections Code sections 8002.3 and 13105, I would like the primary and general election ballots to reflect the following (select one):

My party preference, as disclosed on my most recent affidavit of registration, is the _____ Party.

No party preference, as indicated on my most recent affidavit of registration.

I choose not to have my party preference listed.

Oath of Office

I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion, and that I will well and faithfully discharge the duties upon which I am about to enter.

State of California County of _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Examined and certified by me this _____ day of _____, 20_____

THE FOLLOWING CERTIFICATE IS FOR PARTISAN CANDIDATES ONLY

Candidates As To Candidate's Political Party Affiliation

State of California County of _____

I hereby certify that (1) at the time of presentation of this declaration and continuously for not less than three months immediately prior thereto, or for as long as he or she has been eligible to vote in this state, the above-named candidate is shown by his or her affidavit of registration, executed on _____, to be affiliated with the political party the nomination of which he or she seeks; and (2) the candidate has not been registered or affiliated with any other political party in the 12 months immediately prior to the filing of this declaration.

Dated this _____ day of _____, 20_____

Table with 2 columns: Party Affiliation, Date

DC Back



Oath of Office

I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion, and that I will well and faithfully discharge the duties upon which I am about to enter.

State of California County of _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Examined and certified by me this _____ day of _____, 20_____

WARNING: Every person who is a candidate for public office must file a declaration of financial interest with the State of California before assuming office. Failure to do so may result in the candidate's disqualification from office. (Elections Code 11102.1)

Pre Top-Two Candidates Open Primary Act

Pre Top-Two

At the Primary

- *Partisan* candidates who received the highest number of votes advanced to the General Election as nominee for their party
- *Nonpartisan* candidates who received more than 50% of the vote were declared the winner
- In *nonpartisan* contests, if no candidate received more than 50% +1 vote – top-two vote getters advanced to the General Election

At the General

- All voters received a ballot with all candidates for partisan and nonpartisan offices
- Top vote-getter of each contest was declared the winner

Under the Top-Two Candidates Open Primary Act

Under Top-Two

At the Primary

- Top-two overall vote-getters for each *Voter-Nominated* office (formerly known as *partisan offices*), regardless of political party preference, advance to the General Election
- Candidates for *Party-Nominated* offices who receive the highest number of votes, in each political party contest, advance to the General Election as nominee for their party
- *Nonpartisan* candidates who received more than 50% of the vote are declared the winner
- In *nonpartisan* contests, if no candidate receives more than 50% +1 vote – top-two vote getters advanced to the General Election

At the General

- All voters receive a ballot with all candidates who are nominees for *Party-Nominated* offices, the top-two vote getters for all *Voter-Nominated* offices and the top-two vote getters for all *nonpartisan* offices, (if any one candidate failed to receive 50% + 1 vote in the Primary)
- Top vote-getter of each contest is declared the winner

Language and Layout for Ballot and Sample Ballot

Primary Ballot

Elections Code §13206(a)

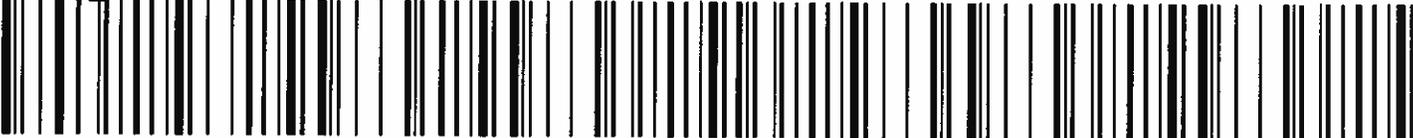
- ▶ Party-Nominated offices (i.e., U.S. President, county central committees)

Elections Code §13206(c)

- ▶ Voter-Nominated offices – in 2012, no statewide nonpartisan office (i.e., Superintendent of Public Instruction)

Sample Ballot Booklets and All Booklets

- ▶ Secretary of State and Counties will provide information in the State issued Voter Information Pamphlet & County issued Sample Ballot Booklet, but there will be a need for voter education on this topic prior to the June 5, 2012 Presidential Primary



Elections Code § 13105(a)

- ▶ Specific and cumbersome designation language
- ▶ Immediately to the right of and on the same line as candidate name or below if not enough room:
 1. Candidate designates a political party: “My party preference is the ____ Party.”
 2. Candidate designates no political party: “No Party Preference”
 3. If the candidate chooses not to have party preference listed on the ballot, the space that would be filled with a party preference designation shall be left blank.
- ▶ Ballot printing challenges with above language
- ▶ Confusion as to the 3rd option

SOS Direction to Counties

As a result of issues with Elections Code § 13105(a)

- ▶ Gathered input from counties – workable plan for all

Direction for Political Party Designation:

1. Candidate designates a political party: “Party Preference: _____”
2. Candidate designates no political party: “Party Preference: **None**”
3. If the candidate chooses not to have his or her party preference listed on the ballot: “Party Preference: **Not Given**”

SOS Direction to Counties (cont'd)

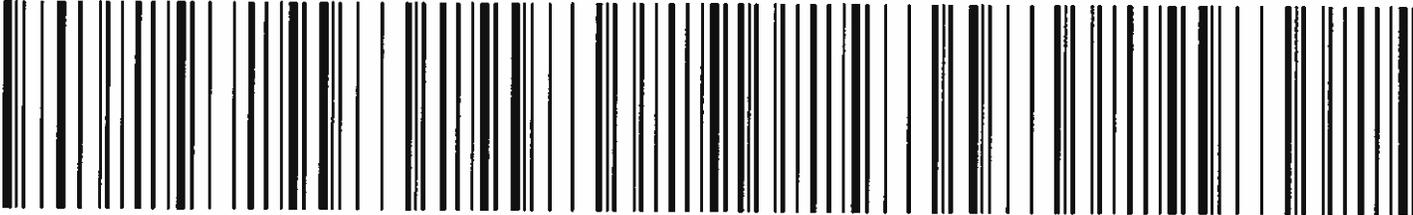
Use of Abbreviations for Political Parties

If need to abbreviate political party name for one candidate:

- ▶ Use abbreviations for all candidates/contests throughout the ballot
- ▶ Provide list of abbreviations in sample ballot, at polling place, and in information mailed to vote-by-mail voters

Abbreviations for Political Parties for Political Party Designation

- ▶ DEM – Democratic
- ▶ REP – Republican
- ▶ AI – American Independent
- ▶ GRN – Green
- ▶ LIB – Libertarian
- ▶ PF – Peace and Freedom
- ▶ Not Given – no abbreviation for this designation



**Top Two Candidates Open
Primary Act Implementation**

Questions?

TO: CITY COUNCIL
FROM: KEITH CALDWELL, INTERIM CITY ADMINISTRATOR
SUBJECT: DEPARTMENT HEAD UPDATES
DATE: JANUARY 9, 2012

BACKGROUND/SUMMARY:

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

RECOMMENDATION:

Hear the reports.

4(a)

CITY OF BISHOP
CITY COUNCIL STUDY SESSION MINUTES
DECEMBER 12, 2011

CALL TO ORDER	Mayor Smith called the meeting to order at 4:00 p.m. in the City Council Chambers at 301 West Line Street, Bishop, California.
COUNCIL PRESENT	Council Members Jim Ellis, Susan Cullen, Jeff Griffiths, Mayor Pro Tem David Stottlemire Mayor Laura Smith
COUNCIL ABSENT	None
OTHERS PRESENT	Keith Caldwell, Interim City Administrator/ Community Services Director Denise Gillespie, Assistant City Clerk Chris Carter, Police Chief David Grah, Public Works Director/City Engineer
PUBLIC COMMENT	The Mayor announced the public comment period. No public comment was provided.
SCHEDULED DISCUSSION	Discussion was held on the following Study Session agenda items:
1. Employee Recognition	Public Works Director Grah recognized Deston Dishion, Public Works Superintendent, for his work on many street, water and sewer projects.
2. Recycling Opportunities	Patrick Fenton, District Manager for Bishop Waste Disposal, and Brian Robinette with the Sierra Conservation Project, informed the Council of the new combined service.
3. Current Agenda Items	Discussion was held on the agenda items scheduled for the 7:00 p.m. meeting.
4. Future Agenda Items	The agenda planning list for upcoming meetings was provided for comment and modification.
DEPARTMENT HEAD REPORTS	Reports from Community Services, 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 5:30 p.m. to the regular City Council meeting scheduled at 7:00 p.m.

LAURA SMITH, MAYOR

ATTEST: Denise Gillespie, Assistant City Clerk

By: _____
Keith Caldwell, Interim City Administrator

CITY OF BISHOP
CITY COUNCIL MINUTES
DECEMBER 12, 2011

CALL TO ORDER Mayor Smith called the meeting of the Bishop City Council to order at 7:00 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

INVOCATION The invocation was given by Pastor Kathleen Puntar of the United Methodist Church followed by the Pledge of Allegiance led by Mayor Pro Tem Stottlemeyre.

COUNCIL PRESENT Councilmembers Jim Ellis, Susan Cullen, Jeff Griffiths
Mayor Pro Tem Dave Stottlemeyre
Mayor Laura Smith

COUNCIL ABSENT None

OTHERS PRESENT Keith Caldwell, Interim City Administrator
Denise Gillespie, Assistant City Clerk
Peter Tracy, City Attorney
Chris Carter, Police Chief
David Grah, Public Works Director/City Engineer
Gary Schley, Public Services Officer

PUBLIC COMMENT The Mayor announced the public comment period. Randy Gillespie, owner of Golden State Cycle, requested the Council consider using the dirt lot on Hanby and Spruce Streets for the Adventure Trails pilot staging area. Daniel Pritchett, 401 East Yaney stated that using that portion of the City Park for a staging area for off-highway vehicles would be a less appropriate use than the radio-controlled vehicle race track.

PRESENTATION

QUARTERLY CITIZEN AWARD – Greg Alexander
(1) The Council presented Greg Alexander the Quarterly Citizen Award for his many voluntary contributions to the community.

DEPARTMENT HEAD REPORTS
(2) Reports from Police, Public Works, Administration and Community Services, 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 – 11/28/11
(b) Council Meeting Minutes – 11/28/11
(c) Fund Transactions – 7/1/11 – 11/30/11
(d) Warrant Register – 11/2011

- (e) Investment Portfolio – 10/2011
- (f) Personnel Status Change Report
- (g) Surplus Property Request – BPD090-11

FOR INFORMATION AND FILING

- (h) Parks and Recreation Commission Agenda– 12/7/11
- (i) Planning Commission – 9/27/11
- (j) Fire Department Activity Log – 11/2011
- (k) Building Permits Report – 11/2011
- (l) Public Works Report – 11/2011
- (m) Sewer Fund Monthly Balances
- (n) Water Fund Monthly Balances

PUBLIC HEARING

**ELECTION
CONSOLIDATION
(4)**

The Mayor opened a public hearing to hear and consider citizen input on the potential consolidation of the City’s General Municipal Elections held in March of odd-numbered years with the County of Inyo General Elections held in November of even-numbered years.

Assistant City Clerk Gillespie and County Clerk/Recorder Foote compared the financial savings and voter turnouts between the stand-alone General Municipal Election and the November General Elections for federal, state, county and special districts.

Motion/Stottlemyre

No further comment was provided. Mayor Pro Tem Stottlemyre made a motion to close the public hearing. Motion passed unanimously.

UNFINISHED BUSINESS

**ELECTION
CONSOLIDATION
(6)**

Councilmember Griffiths stated the cost savings and benefits to the public are clear and recommended moving forward with consolidation in 2012. Councilmember Ellis agreed. Councilmember Cullen recommended consolidation begin in 2014. Mayor Pro Tem Stottlemyre stated the cost savings is the driving factor behind making a change and should be done now. Mayor Smith agreed with moving forward due to the cost savings and the opportunity for election decisions to be made by more people.

Motion/Griffiths

On a motion by Councilmember Griffiths, the Council voted 5-0 to direct staff to prepare an ordinance for introduction at the January 9, 2012 Council meeting to consolidate the City of Bishop General Municipal Elections held in March of odd-numbered years with the County of Inyo General Elections held in November of even-numbered years.

PUBLIC HEARING

ENVIRONMENTAL REVIEW – Radio- Controlled Vehicle Race Track at City Park (5)

The Mayor opened the public hearing to hear and consider input on an Initial Study and Negative Declaration to allow Owensville R/C Racing to construct and maintain a race track to accommodate radio-controlled vehicles within the Bishop City Park located in an O-C Zoning (Open Space).

Letters and emails in opposition were received from Marjory Evans, Debra Parker, Thomas and Jo Heindel, Rosie Graves (representing Sterling Heights) and Tim Pomykata.

Sandy Manning, resident in the area of the Park, spoke in opposition of the radio-controlled vehicle race track. She felt the Park should be reserved for physical activities and motorized race cars will deter from that.

Kathy Henderson, resident of East Elm Street, state the race track should not be in that area.

Randy Gillespie, owner of Golden State Cycle, stated the activity brings families together. He proposed the City make the race track a three-year pilot program with monitoring and see how it works.

Michele Hartshorn, North Third Street resident, recommended the other projects located in that area (the Pine to Park Path and Community Garden) should be completed before initiating the race track to see what impacts they will have. Hartshorn stated rules, regulations, and time should be established to be able to fully understand what the impact will be to the Park and neighborhood.

Tim Pomykata, resident of East Elm next to the City Park, commented the Draft Negative Declaration is not clear whether any mitigation is required or not. He was concerned about localized dust control and possible air pollution with the gas engines.

Daniel Pritchett, resident of Yaney Street located north of the proposed site, spoke in opposition to the race track because of the noise. He stated there should be a vision for the Park and a line drawn on what are appropriate uses. He recommended the location be restored to a natural state.

Motion/Cullen

No further comment was provided. A motion was made by Councilmember Cullen to close the public hearing. Motion passed 5-0.

NEW BUSINESS

NEGATIVE DECLARATION – Radio- Controlled Vehicle Race Track at City Park (7)

Interim City Administrator Caldwell suggested further independent studies be done on the dust and noise levels to address concerns and challenges expressed during the public hearing and correspondence. The Negative Declaration can be brought back with modifications or mitigations at a future meeting.

Councilmember Cullen commented the proposed site is too close to residential areas and that the current location of the race track at the fairgrounds is better for all concerned.

Discussion was held on whether limiting the track to electric cars only would be acceptable to the neighborhood and track users as the Council is sensitive to the concerns of the neighborhood. Other locations outside the city limits were mentioned as possible sites.

Mayor Pro Tem Stottlemyre referred to the Park Master Plan which has softball fields located in the same area as the proposed race track. He would like to refer the issue back to the Parks and Recreation Commission for their recommendation.

Councilmember Griffiths stated he would hate to see the race track go away completely as it is a family activity that is enjoyed. He is very sensitive to the concerns of the neighborhood and would like to further explore the issue and look at allowing battery-powered race cars only as a potential mitigation as opposed to ending the project altogether.

Councilmember Ellis stated the concerns of the neighborhood need to be addressed but with changes in types of recreation he did not feel it should be excluded and would like to see the problems mitigated. He is not opposed to this new outlet for citizens but is concerned about the noise.

Mayor Smith stated she respects the concerns raised by everyone and feels the noise is the number one issue; however time limits may need to be addressed. She would like to see a pilot program established and appreciates that kids would have more things to do.

The project was referred back to staff for further study. The Negative Declaration will be re-agendized for an upcoming meeting.

STREET VENDOR
PERMIT – Valley Dogs
Catering – Ann Aylesworth
(8)
Motion/Griffiths

On a motion by Councilmember Griffiths, the Council voted 5-0 to approve the 2012 renewal of the Street Vendor Permit for Ann Aylesworth, Valley Dogs Catering.

PARKS AND
RECREATION
COMMISSION
Membership
(9)

The Council had requested the Parks and Recreation Commission to discuss increasing the membership from five to seven members and make a recommendation to the Council. At a recent Commission meeting there was a consensus that no change in membership be made.

BID AWARD – Park Sewer
Construction Contract
(10)

The following bids were received for the Park Sewer Reconstruction Project to replace approximately 1,000 feet of deteriorated sewer line in the City Park:

<u>Bidder/Location</u>	<u>Bid</u>	<u>Preference</u>
Marzano and Sons, June Lake	\$93,100.00	Mono
McMurtrie Tanksley, Bishop	126,899.84	Not Given
Conspec, Lee Vining	83,120.00	Inyo
Kendall Engineering, Bishop	98,441.00	Inyo
Pyramid Building, Hesperia	98,736.00	None

Motion/Ellis

On a motion by Councilmember Ellis, the Council voted 5-0 to award the bid for the Park Sewer Reconstruction Project to Conspec Incorporated from Lee Vining; authorize the execution of the construction contract; and authorize the expenditure of up to \$87,276.00 through the contract.

SEWER PLANT
HEADWORKS
Work Order 3
(11)
Motion/Cullen

On a motion by Councilmember Cullen, the Council voted 5-0 to approve the execution of Work Order 3 with the Frost Company for the Sewer Plant Headworks Improvement Project and authorize this expenditure not to exceed \$5,000.00 under Line Item 002-051-56027 with total contract amount of \$24,000.00.

GIS GRANT – Release
of Request For Proposals
(12)
Motion/Stottlemeyre

On a motion by Mayor Pro Tem Stottlemeyre, the Council voted 5-0 to approve the release of the Request For Proposals to hire a consultant for the third Planning and Technical Assistance grant for the GIS update and authorize the budget adjustment for the twenty five percent (25%) cash match in the amount of \$8,750.00 to be funded by matching amounts from unbudgeted water and sewer reserves with expenditures charged to Professional and Technical Services 002-051-52015 / 004-050-52015.

BUDGET ADJUSTMENTS/
TRANSFERS – FY 2011-12
(13)
Motion/Griffiths

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

- PROPOSITION 4 – Appropriations Limit and Calculations – Set Schedule (14)**
Motion/Griffiths
- On a motion by Councilmember Griffiths the Council voted 5-0 to set the following schedule for review and adoption of the 2010-2011 Proposition 4 Appropriations Limit:
- Give immediate notice of the initial public review period of December 13, 2011 – January 9, 2012;
 - Set a public hearing at the Council meeting of January 9, 2012;
 - Set January 9, 2012 as the scheduled date for final adoption.
- FINAL AUDIT AND FINANCIAL STATEMENT FY 2011-2012 (15)**
Motion/Stottlemeyer
- On a motion by Mayor Pro Tem Stottlemeyer, the Council voted 5-0 to accept the City of Bishop Financial Statement/Final Audit for Fiscal Year 2010-2011.
- SUNRISE MOBILE HOME PARK AUDIT FY 2011-12 (16)**
Motion/Cullen
- On a motion by Councilmember Cullen, the Council voted 5-0 to accept the City of Bishop Sunrise Mobile Home Park Final Audit for Fiscal Year 2010-2011.
- REDEVELOPMENT AGENCY AUDIT FY 2011-2012 (17)**
Motion/Ellis
- On a motion by Councilmember Ellis, the Council voted 5-0 to accept the City of Bishop Redevelopment Agency Final Audit for Fiscal Year 2010-2011.
- RECESS/RECONVENE**
- At 8:53 p.m. Mayor Smith recessed the meeting to convene as the Bishop Redevelopment Agency. At 8:55 p.m. the Council reconvened with all Council Members present.
- COUNCIL REPORTS**
- Council Members announced upcoming community events. No action was taken.
- ADJOURNMENT**
- The Mayor adjourned the meeting at 9:00 p.m. to the Study Session scheduled for Monday, January 9, 2012 at 4:00 p.m. in the City Council Chambers. The second meeting in December had been cancelled due to the holidays.

LAURA SMITH, MAYOR

Attest: Denise Gillespie, Assistant City Clerk

By: _____
Keith Caldwell, Interim City Administrator

TO: City Council

SUBJECT: CONSENT CALENDAR - PERSONNEL STATUS CHANGE REPORT

DATE: January 9, 2012

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

COMMUNITY SERVICES

- (a) Transfer from: WSI to Programs Coordinator – Part-Time
\$11.00/hour
Rehire – Justin Whitman 11/10/11

- (b) Instructor/Gymnastics – Part-Time
\$25.00/class
Hire – Francisco Santana 12/1/11

- (c) Athletics Coordinator – Part Time
\$12.00/hour
Hire – Steve Thomas 12/1/11

(d)

TO: City Council/City Administrator
FROM: Finance/Accounting Secretary
DATE: January 9, 2012
SUBJECT: Warrant Register for the month of December 2011

PAYABLE CHECK NUMBERS ISSUED

CK#61460 thru 61494	\$	19,539.65
CK#61495	\$	5,500.00
CK#61496 thru 61533	\$	32,561.22
CK#61471 Canceled	\$	(22.13)
CK#61534 thru 61571	\$	29,893.49
CK#61572 thru 61590	\$	59,315.15
CK#61591 thru 61614	\$	41,475.81
TOTAL PAYABLE EXP FOR DECEMBER 2011	\$	188,263.19

PAYROLL CHECK NUMBERS ISSUED

Regular Payroll, December 15, 2011	\$	131,755.33
CK#36239 thru 36283		
DD#5348 thru 5408		

Special Payroll, December 15, 2011	\$	3,062.25
CK#36284 thru 36287		

Regular Payroll, December 31, 2011	\$	119,559.27
CK#36288 thru 36329		
DD#5409 thru 5450		

Special Payroll, December 31, 2011	\$	7,815.65
CK#36330 thru 36333		

Medicare	\$	3,799.90
PERS	\$	68,111.76
PERS/OPEB	\$	25,643.07
Workers Comp	\$	20,562.51
Medical	\$	44,381.77
Dental	\$	4,790.66
Life Insurance	\$	382.20
Vision	\$	756.33
Disability	\$	3,386.34
Def Comp Programs	\$	2,132.00
P.A.R.S.	\$	25,100.09
PARS/ARS	\$	277.74
Gym Dues	\$	399.00
TOTAL PAYROLL EXP FOR DECEMBER 2011	\$	461,915.87

TOTAL EXPENDITURES FOR DECEMBER 2011	\$	650,179.06
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CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61460	U. S. POST OFFICE	POST/PI	THRU1/27/2012	12/01/11	54045	190.00	190.00
61461	STATE COMPENSATION INSURA	NOV2011	STCOMP/NOV11	12/01/11	54021	1,671.76	1,671.76
61462	SOUTHERN CALIFORNIA EDISO	CHLORNTR	SCE/OCTNOV11	12/01/11	54051	71.49	
		TANKSITE	SCE/OCTNOV11	12/01/11	54049	23.46	
		100SNMAIN	SCE/OCTNOV11	12/01/11	54050	433.26	
		198MCIVER	SCE/SPC2OCTNOV11	12/01/11	54052	1.32	
		3800WLINE	EDISON/OCTNOV11	12/01/11	54047	1,762.66	
		85YANEY	EDISON/OCTNOV11	12/01/11	54048	48.66	
61463	DEPARTMENT OF WATER & POW	205HOMEST	LADWP/OCTNOV11	12/01/11	54057	35.67	
		207WLINE	LADWP/207WLINE	12/01/11	54032	513.95	
		209WLINE	LADWP/209WLINE	12/01/11	54031	1,234.93	
		237SHARREN	LADWP/237WARREN	12/01/11	54044	618.84	
		377WLINE	LADWP/377WLINE	12/01/11	54033	2,135.58	
		701WLINE	LADWP/OCTNOV11	12/01/11	54056	60.05	
			LADWP/OCTNOV11	12/01/11	54058	56.25	
61464	UNDERGROUND SERVICE ALERT	1120110056	UNDRGRNDSERV	12/01/11	54059	51.00	51.00
61465	BISHOP HEATING & AIR COND	27384	BISHEATAIR/POLICE	12/01/11	54035	80.00	80.00
61466	BRITT'S DIESEL & AUTOMOTI	32503	BRITSDS/TIRESERV	12/01/11	54064	65.00	65.00
61467	HIGH-SIERRA AWARDS & ENCH	120099	HGHSIRAWRDS/POLCIEK-9	12/01/11	54039	11.31	11.31
61468	AMERICAS - BISHOP	CIVICNTR	AMRIGS/CIVIC	12/01/11	54029	434.63	
		POLICE	AMRIGAS/POLICE	12/01/11	54028	1,170.31	
		SEWERPLANT	AMRIGS/377WLN	12/01/11	54065	277.55	
61469	VISION SERVICE PLAN	DEC11	VISIONPREMIUMS	12/01/11	54018	26.35	26.35
61470	QUILL CORP.	8152089	QUILL/ENVELOPELASER	11/29/11	54016	112.51	112.51
61471	BOYD FENCE	18987	BOYDFNC/PLKWRKSSHOP	12/01/11	54063	22.13	22.13
61472	INYO REGISTER	30152	INYOREG/PARKSEWER	12/01/11	54071	28.40	
		30153	INYOREG/WARREN	12/01/11	54071	21.55	
		30222	INYOREG/MOBILITYELEM	12/01/11	54054	48.10	
		30286	INYOREG/SWRRECON	12/01/11	54055	98.50	
61473	SUDDENLINK PAYMENT CNTR						196.55

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61474	VERIZON	DEC11 151SHARREN	SUDDENLNK/DEC11 SUDDENLNK/DEC11	12/01/11 12/01/11	54025 54046	295.13 47.95	343.08
61475	VERIZON WIRELESS	SUNRISE 760192555 8723485 8735863 8735866	VERIZON/NOVDEC11 VERZON/POLICECODERED VERZON/POLICEFAX VERZON/CITYHALL VERZON/POLICE	12/01/11 12/01/11 12/01/11 12/01/11 12/01/11	54070 54022 54023 54024 54020	39.51 6.98 47.98 249.66 394.78	730.91
61476	SECURITY LIFE INSURANCE	PBLKWRKS POLICE 1030332122	VERZONWRLS/OCTNOV11 VERZONWRLS/OCTNOV11 VERZON/PARKS	12/01/11 12/01/11 12/01/11	54068 54069 54017	227.56 592.46 178.75	998.77
61477	BANK OF AMERICA	LIFEINS	STHWRTH/DEC11	12/01/11	54019	118.38	118.38
61478	KATHRYN COFFMAN	OCTNOV11	BOFA	12/01/11	54067	2,510.15	2,510.15
61479	UNITED PARCEL SERVICE	COFFMAN	MEDIA RELATIONS/DEC6-7	11/29/11	54011	180.00	180.00
61480	CLANCY BATCHELDER	9Y292E461 9Y292E471	UPS/POLICE UPS/POLICE	12/01/11 12/01/11	54043 54042	17.19 18.73	35.92
61481	ZEE MEDICAL SERVICES CO#34	BATCHELDER	ACTVESHOOPTER/DEC8-9	11/29/11	54015	180.00	180.00
61482	RICK BEALL	604866	ZEE MED/POLICE	12/01/11	54036	125.58	125.58
61483	MARK GUTIERREZ	BEALL	TASERCORSE/DEC8-7	11/29/11	54014	180.00	180.00
61484	GALLS AN ARAMARK COMPANY	GUTIERREZ	TASERCOURSE/DEC6-7	11/29/11	54012	180.00	180.00
61485	MUNICIPAL MAINT EQUIPMENT	511768235	GALLS/POLICET-BEACH	12/01/11	54040	17.64	17.64
61486	ADT SECURITY SERVICES INC	0070662	MNCPLMANTEQ/SWERTR	12/01/11	54053	241.93	241.93
61487	FREDA LINDSAY	59281206	ADT/DEC11/PARK	12/01/11	54034	253.72	253.72
61488	LAURA SMITH	TOILETRETBT	FREDA LINDSEY	12/01/11	54066	100.00	100.00
61489	THE SHIRT MAN	SMITH	BOULDRCKLONEPINE	11/29/11	54008	68.82	68.82

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61490	CARMICHAEL BUSINESS TECH.	530433	TSHIRTMN/POLICEPOLOS	12/01/11	54037	111.37	111.37
61491	THE ADVISORS-MKTG GROUP	7266	CBT/POLICEKVM SWITCH	12/01/11	54038	41.94	41.94
61492	LIGHTSQUARED LP	17579	ADVDRSMARKT/PARKTSHIRT	12/01/11	54072	223.41	223.41
61493	ANTHEM BLUE CROSS	POLICE	LIGHTSQRD/NOV11	12/01/11	54041	31.60	31.60
61494	FRESNO CITY COLLEGE	0774519381	ANTHM/SOUTHWRTHDEC	11/29/11	54009	1,053.21	1,053.21
		COFFMAN	RSRVOFCERT/DEC811	11/29/11	54013	500.00	500.00
CHECKS TOTAL						19,539.65	

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61496	L. N. CURTIS & SONS	1223044 1224823	LNCRSNS/BISFIRE LNCRSNS/PIRE	12/08/11 12/08/11	54095 54096	3,728.15 409.45	4,137.60
61497	SOUTHERN CALIFORNIA EDISO	SEWERPND SWRPLNT 201JOHNSTON 85JAYST 85WHTMNDR 960FOLETA	SCE/OCT-NOV11 SCE/OCT-NOV11 SCE/OCT-NOV11 SCE/OCT-NOV11 SCE/NOV1-DEC11 SCE/OCT-NOV11	12/08/11 12/08/11 12/08/11 12/08/11 12/08/11 12/08/11	54106 54107 54111 54109 54108 54110	946.76 547.75 59.28 24.48 31.96 60.29	1,670.52
61498	DEPARTMENT OF WATER & POW	102ELINE	DWP/OCT-NOV11	12/08/11	54093	62.04	62.04
61499	FARMER BROS. CO.	55505794	FRMRBRO/COFFE	12/08/11	54090	58.60	58.60
61500	ADVANCED DATA SYSTEMS, INC	1111002	ADS/SOUTHWHTCALPERS	12/08/11	54089	3,075.00	3,075.00
61501	BISHOP VOLUNTEER FIRE DEP	NOV2011	BISHVLNTRFIRE/NOV	12/08/11	54080	1,824.00	1,824.00
61502	BISHOP WASTE DISPOSAL	611505 617641 612293	BISHWTDISP/PARK BISHWTDISP/SMHP BISHWTDISP/377MLN	12/08/11 12/08/11 12/08/11	54081 54083 54082	555.08 207.64 146.07	908.79
61503	MANOR TRUE VALUE HARDWARE	88684	MNRTRVLRWR/PARKTIMER	12/08/11	54098	31.02	31.02
61504	AMERICAS - BISHOP	CIVICCNTR	AMRIGS/CIVIC	12/08/11	54076	715.14	715.14
61505	FRED GOMEZ	GOMEZDEC12-14	DISCPLN/AFFAIRS	12/08/11	54091	225.00	225.00
61506	DAVID HEPNER CONSULTING	119019	DAVHEFNR/ADMN	12/08/11	54086	135.00	135.00
61507	LAB SAFETY SUPPLY-INC.	1018199307	LABSSUP/FIRE	12/08/11	54097	175.50	175.50
61508	XEROX CORP	058847048 058847060	XEROX/POLICE XEROX/PUBLICWRKS	12/08/11 12/08/11	54121 54122	422.21 273.15	695.36
61509	MISSION UNIFORM & LINEN	138242	MISSUNIFM/FIRE	12/08/11	54099	38.76	38.76
61510	BOYD FENCE	4496	BOYDFNC/PWPROPNE	12/08/11	54084	18.38	18.38
61511	INTEGRATED WASTE MNGMENT	20136	INTRGRTDWSTW/S/S	12/08/11	54125	91.00	91.00

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61512	BISHOP AUTOMOTIVE CENTER	20282 41890	INTRGRTMST/PW INTRGRTMST/STSWEEP	12/08/11 12/08/11	54124 54126	33.00 273.00	397.00
61513	SUDDENLINK PAYMENT CNTR	7043282 77254	BISHAUTCNTR/FIRE BISHAUTOCNTR/POLICE	12/08/11 12/08/11	54079 54078	13.17 208.54	221.71
61514	DEPT OF WATER AND POWER	SMHP 15849.	SUDNLK/DEC11 DWP/LEASEDEC11-NOV12	12/08/11 12/08/11	54112 54092	1,221.38 500.00	1,221.38
61515	VERIZON	FIRE PUBLICWRKS	VERZON/NOVDEC11 VERIZON/NOVDEC11	12/08/11 12/08/11	54119 54120	44.98 140.16	500.00
61516	DAN NOLAN	NOLANDEC12-14	DICPLIN/AFFAIRS	12/08/11	54085	225.00	185.14
61517	BIG MTN BOTTLED WATER	28121	BGMTNTR/POLICE	12/08/11	54077	81.45	225.00
61518	DOUG MAIRS	DMAIRS	INTNALAFFRS/DEC12-14	12/08/11	54087	225.00	81.45
61519	UNITED PARCEL SERVICE	9Y292E491	UPS/POLICE	12/08/11	54118	13.97	225.00
61520	EARTHLINK INC	446034143	ERTHLK/NOV29-DEC28	12/08/11	54088	21.95	13.97
61521	MYERS STEVENS & TOOHEY	960685	MYRSTVNS/FIRE	12/08/11	54102	369.00	21.95
61522	THOMAS PETROLEUM, LLC	0775948	THMSPET/PW	12/08/11	54114	55.29	369.00
61523	CSULB FOUNDATION	DOUGMAIRS	DECEMBER12-14	12/08/11	54123	309.00	55.29
61524	UPS STORE, THE	489 569 572	UPS/PWSHIPPING UPS/PWSHIPPING UPS/PWSHIPPING	12/08/11 12/08/11 12/08/11	54115 54117 54116	40.09 10.56 50.71	309.00
61525	SIERRA CONSERVATION PROJE	7779	SIRAONSPRJ/RECYCLE	12/08/11	54105	39.00	101.36
61526	DOUG CLAIR, INC	4161	DOUGCLR/TREERNVL	12/08/11	54094	250.00	39.00
61527	NATIONAL FIRE CODES	1002231	NTNALFIRCOD/FIRE	12/08/11	54103	833.50	250.00
61528	MOUNTAIN APPAREL						833.50

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61529	SHANNON LIND						184.65
		PARKSTAFF PWSHIRTS	MNTNAPPRL/SHIRTS	12/08/11	54100	64.65	
			MTNAPPRL/DAVEGRH	12/08/11	54101	120.00	
		WTRINCTV	SLIND/DISHWSHR	12/08/11	54075	100.00	100.00
61530	T.H. CREEARS CORPORATION	17284	THCREERS/PWCONTRLPNL	12/08/11	54113	1,319.22	1,319.22
61531	JONATHAN BECKNELL	WTRINCNTV	JBCKNL/TOILETRBTE	12/08/11	54074	100.00	100.00
61532	RAY ALLEN MANUFACTURING	272815	RYALLN/POLICE	12/08/11	54104	112.84	112.84
61533	TSI INCORPORATED	90456445	TSI/RESPTRFITTEST	12/08/11	54127	11,934.05	11,934.05
CHECKS TOTAL							32,561.22

Rept: PB1395
Run: 12/12/11 15:38:23

CITY OF BISHOP
CANCELLED CHECKS REGISTER

CHECK FISCAL
NUMBER YEAR RECORD# VENDOR NAME

CHECK CHECK
TOTAL DATE INVOICE#

DESCRIPTION

2012 4058
2012 4058

61471

BOYD FENCE

9.79-
12.34-

18987
18987

BOYDFNC/PLKWRKSSHOP
BOYDFNC/PLKWRKSSHOP

21.13-12/12/11

CANCELLED CHECKS TOTAL

22.13-

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61534	BROWN'S SUPPLY						
		72620	BRWNSPLY/PWSEWER	12/15/11	54159	2.80	
		73108	BRWNSUP/STRGETNK	12/15/11	54158	16.16	
61535	HIGH COUNTRY LUMBER						18.96
		890899	HGHCNTRY/PAINT	12/15/11	54223	11.91	
		890920	HGHCNTRY/KEY	12/15/11	54224	8.15	
		891048	HGHCNTRY/GLUE	12/15/11	54226	25.19	
		891058	HGHCNTRY/ROPE	12/15/11	54225	119.76	
		891266	HGHCNTRY/DCTTAPE	12/15/11	54227	6.29	
		891414	HGHCNTRY/RINGHOG	12/15/11	54228	5.41	
		891539	HGHCNTRY/BOLTS	12/15/11	54229	11.52	
		891669	HGHCNTRY/CEMNT	12/15/11	54232	62.01	
		891685	HGHCNTRY/CHALK	12/15/11	54233	7.26	
		891704	HGHCNTRY/BOLTS	12/15/11	54231	12.84	
		891720	HGHCNTRY/CHAMBER	12/15/11	54230	21.32	
		891950	HGHCNTRY/GUINNAIL	12/15/11	54234	56.03	
		892217	HGHCNTRY/RAKE	12/15/11	54237	10.66	
		892253	HGHCNTRY/KEY	12/15/11	54235	8.04	
		892279	HGHCNTRY/BULB	12/15/11	54236	22.65	
		892378	HGHCNTRY/SWITCH	12/15/11	54238	14.49	
		892460	HGHCNTRY/SWITCH	12/15/11	54239	3.92	
		892586	HGHCNTRY/CORD	12/15/11	54241	14.04	
		892721	HGHCNTRY/BUCK	12/15/11	54240	9.96	
		892800	HGHCNTRY/ALKIN	12/15/11	54242	12.59	
		893149	HGHCNTRY/TAPE	12/15/11	54244	21.25	
		893224	HGHCNTRY/SEWR	12/15/11	54243	26.57	
		893371	HGHCNTRY/PLUGS	12/15/11	54245	2.90	
		893450	HGHCNTRY/DRILLBIT	12/15/11	54246	20.35	
		893621	HGHCNTRY/GENR	12/15/11	54248	3.38	
		893633	HGHCNTRY/BLDRILL	12/15/11	54247	4.64	
		893650	HGHCNTRY/SCREWS	12/15/11	54249	2.64	
		893777	HGHCNTRY/PANTBRUSH	12/15/11	54250	10.24	
		893783	HGHCNTRY/SANDPPR	12/15/11	54251	7.74	
		894224	HGHCNTRY/SCREWS	12/15/11	54252	31.86	
		894320	HGHCNTRY/TRBLITE	12/15/11	54256	13.79	
		894351	HGHCNTRY/TRBLITE	12/15/11	54253	14.54	
		894353	HGHCNTRY/XMAS	12/15/11	54254	5.38	
		894370	HGHCNTRY/BATHRM	12/15/11	54255	18.43	
		894486	HGHCNTRY/BOLTS	12/15/11	54257	32.41	
		894499	HGHCNTRY/CLEANR	12/15/11	54258	38.87	
		894585	HGHCNTRY/WASHERS	12/15/11	54260	4.16	
		894670	HGHCNTRY/DOUGFIR	12/15/11	54261	49.41	
		894686	HICNTRY/WASHERS	12/15/11	54222	18.95	
		894704	HGHCNTRY/HEADSCRW	12/15/11	54259	37.84	
61536	STEVES AUTO & TRUCK PARTS						809.47
		FIRE/89157	STVSAUTO/SHOP	12/15/11	54150	25.42	
		FIRE/90950	STVSAUTO/ENG8	12/15/11	54151	4.21	
		PARKS/88004	STVSAUTO/ROTELLA	12/15/11	54148	35.39	
		PARKS/88033	STVSAUTO/FILTER	12/15/11	54147	30.62	
		PARKS/89974	STVSAUTO/TRACTORBAT	12/15/11	54149	171.49	
		PD/88901	STVSAUTO/BEAM	12/15/11	54130	33.42	
		PD/89320	STVSAUTO/ADHESIVE	12/15/11	54131	6.20	
		PW/88123	STEVESAUTO	12/15/11	54179	10.19	
		PW/88464	STEVSAUTO/SHOP	12/15/11	54172	29.93	

CITY OF BISHOP
 CHECK REGISTER 12/15/11

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61537	SOUTHERN CALIFORNIA EDISO						439.57
		WYERDPRCE	SCE/NOVDEC11	12/15/11	54192	1,070.23	
		855IERA	SCE/NOVDEC11	12/15/11	54169	33.83	
61538	BISHOP WELDING SUPPLY	712320	BISWELD/PARKS	12/15/11	54186	22.17	1,104.06
61539	DEPARTMENT OF WATER & POW						22.17
		380BISH	LADWP/NOVDEC11	12/15/11	54193	523.40	
		380	DWP/NOVDEC11	12/15/11	54196	17.39	
		380,	LADWP/NOVDEC11	12/15/11	54197	36.00	
		380BIS	DWP/NOVDEC11	12/15/11	54194	576.85	
		380BISH	LADWP/NOVDEC11	12/15/11	54198	14.85	
		380BISHP	DWP/NOVDEC11	12/15/11	54195	17.72	
61540	SO. CA. MUNICIPAL ATHLETI	0032332	SCHAF/MEMBRDUES	12/15/11	54209	70.00	70.00
61541	LANS RAILROAD MUSEUM	LANS	DEC11/COMPRON	12/15/11	54157	5,632.00	5,632.00
61542	WESTERN NEVADA SUPPLY CO.	URS5098019	WSTRNDA/WATERCREDIT	12/15/11	54142	394.59	
		55073283	WSTRNVD/WATER	12/15/11	54139	25.11	
		55080208	WSTRNVDA/PWATER	12/15/11	54135	69.22	
		55084290	WSTRNVDA/HONE	12/15/11	54128	186.29	
		55086546	WSTRNVD/PWATER	12/15/11	54136	7.18	
		55086712	WSTRNVDA/PWSEWER	12/15/11	54137	11.09	
		55090282	WSTRNVD/PWSEWER	12/15/11	54141	78.24	
		55091396	WSTRNVDA/PWATER	12/15/11	54140	10.45	
		55093701	WSTRNVDA/PWATER	12/15/11	54138	48.66	
		55097585	WSTRNVDA/PWATER	12/15/11	54145	176.86	
		55097616	WSTRNVDA/PWATER	12/15/11	54144	185.15	
		55098671	WSTRNVDA/PWATER	12/15/11	54143	221.75	
61543	BISHOP HEATING & AIR COND	27498	BISHETAIR/COURTS	12/15/11	54181	80.00	80.00
61544	CLINICAL LABORATORY OF SA	918344	CLNCLAB/PW	12/15/11	54164	365.00	365.00
61545	DEPARTMENT OF JUSTICE	881755	DPTJUST/NOV11	12/15/11	54221	849.00	
		882403	STOFDPACC/NOV11	12/15/11	54220	32.00	
61546	SIELECT SUPPLY	170187	SILCTSUP/CRCTRAGER	12/15/11	54129	926.49	881.00
61547	FOUNDATION CROSS-CONN. CO						926.49

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61546	AMERICAS - BISHOP	8370	FNDRCSCON/RNWL2012	12/15/11	54263	120.00	120.00
			AMERICAS	12/15/11	54171	917.30	
			AMRIGS	12/15/11	54202	614.64	
			AMEIGS/POOL	12/15/11	54180	720.73	
			SEMERPLNT	12/15/11	54163	618.84	
			WELLO2	12/15/11	54162	82.97	
			AMRIGS	12/15/11	54161	450.01	
61549	QUILL CORP						3,404.49
		8358949	QUILL/POLICE	12/15/11	54205	18.29	
		8495146	QUILL/POLICE	12/15/11	54207	201.19	
		8497186	QUILL/POLICE	12/15/11	54206	62.48	
		8531400	QUILL/POLICE	12/15/11	54208	313.28	
61550	SIERRA SECURITY SYSTEMS	438281	SIERASEC/NOVDEC11	12/15/11	54188	44.50	595.24
61551	INVO REGISTER	1YEARSUB	INOREG/PW	12/15/11	54160	82.00	44.50
		30119	INOREG/PUNGRFP	12/15/11	54166	28.40	
		30463	INOREG/PUBHEARNG	12/15/11	54146	82.50	
		30541	INOREG/WARRENST	12/15/11	54167	21.55	
61552	BISHOP AUTOMOTIVE CENTER	77346	BISATMVTCTR/POLICE	12/15/11	54203	396.45	214.45
		77348	BISATMVTCT/POLICE	12/15/11	54204	35.00	
61553	VERIZON						431.45
		CITY	VERZN/DEC11	12/15/11	54183	82.32	
		CITY.	VERZN/DEC11	12/15/11	54217	43.60	
		CITYPOOL	VERZN/DEC11	12/15/11	54184	37.58	
		FIRE	VERZN/DEC11	12/15/11	54170	40.09	
		PD	VERZN/DEC11	12/15/11	54216	43.60	
		POLICE	VERZN/DEC11	12/15/11	54214	43.60	
		POLICED	VERZN/DEC11	12/15/11	54215	43.60	
61554	PARS PHASE II SYSTEMS	OCT11/21763	ADMFEE/OCT11	12/15/11	54153	400.00	334.39
		21846/OCT11	REFFEES/OCT11	12/15/11	54155	1,000.00	
61555	RESERVE ACCOUNT	NOV11	COUNCIL	12/15/11	54152	187.00	1,400.00
61556	JONES & MAYER LAW OFFICE	57706	JONSMAYER/POLICE	12/15/11	54211	95.00	187.00
61557	PREFERRED SEPTIC	39758	PRFRDSEPT/PNSEWERPD	12/15/11	54168	175.52	95.00
61558	TRIAD/HOLMES ASSOCIATES	4002420	TRIDHOLMS/WYERDIMP	12/15/11	54191	742.50	175.52
61559	THOMAS PETROLEUM, LLC	CL44125	THMSPEY/PW	12/15/11	54200	2,394.82	742.50

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61560	GALLS AN ARAMARK COMPANY	511623827	GALLS/POLICE	12/15/11	54213	236.75	236.75
61561	BANK OF AMERICA	GRAH	BOFA/NOVDEC11	12/15/11	54190	190.57	190.57
61562	DEPT OF PUBLIC HEALTH	KIDDOO	CAPUBHLTH/OPCERT	12/15/11	54262	65.00	65.00
61563	FREDA LINDSAY	DEC11	FREDA/TAPING	12/15/11	54156	75.00	
		NOV11	FREDA/TAPING	12/15/11	54156	150.00	
		OCT11	FREDA/TAPING	12/15/11	54156	150.00	
		SEPT11	FREDA/TAPING	12/15/11	54156	150.00	
61564	MISSION JANITORIAL	283603	MISSJAN/LINERS	12/15/11	54134	42.22	
		284613	MISSJAN/LINERS	12/15/11	54132	42.22	
		285063	MISSJAN/LINERS	12/15/11	54133	139.20	223.64
61565	SMART & FINAL	120901	SMRTFNL/PD	12/15/11	54218	108.98	
		126206	SMRTFNL/PD	12/15/11	54219	37.39	146.37
61566	VERIZON BUSINESS	62723139	ADMIN/NOV11	12/15/11	54189	51.56	
		62723140	VERZON/PD	12/15/11	54210	63.61	115.17
61567	PACIFIC TELEMANAGEMENT	321099	PACIFCTELE/JAN2012	12/15/11	54182	65.00	65.00
61568	GRANITE CONSTRUCTION	161932	GRANITE/PWCOLDMIX	12/15/11	54165	358.81	358.81
61569	CARMICHAEL BUSINESS TECH.	7407	CBT/POLICE	12/15/11	54212	700.00	700.00
61570	BURTONS FIRE INC	84961	BRNSFIRE/SEATBLT	12/15/11	54264	206.84	206.84
61571	C.A.P.E ACCOUNTING	STAGER	CAPE/2012MEMBRSH	12/15/11	54265	45.00	45.00
CHECKS TOTAL						29,893.49	

CITY OF BISHOP
CHECK REGISTER 12/22/11

Report No: PB1302
Run Date : 12/22/11

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61572	BISHOP CHAMBER OF COMMERCE	JAN2012	CHAMBR/JAN2012	12/22/11	54271	10,692.00	10,692.00
61573	PUBLIC EMP RETIREMENT SYS	JAN2012	CALPERS/JAN12	12/22/11	54297	37,288.76	37,288.76
61574	SOUTHERN CALIFORNIA EDISO	198MCVIE	SCE/NOVDEC11	12/22/11	54291	92.62	
		198MCIVER	SCE/NOVDEC11	12/22/11	54288	24.58	
		85BRUCE	SCE/NOVDEC11	12/22/11	54289	22.26	
		85MAIN	SCE/NOVDEC11	12/22/11	54290	269.75	
		85MCIVER	SCE/NOVDEC11	12/22/11	54294	22.95	
		85YANEY	SCE/NOVDEC11	12/22/11	54287	48.78	
61575	DEPARTMENT OF WATER & POW	125GROVE	LADWP/OCTNOV11	12/22/11	54272	82.92	
		293RAIN	LADWP/OCTNOV11	12/22/11	54274	46.76	
		646RAIN	LADWP/OCTNOV11	12/22/11	54275	155.44	
		688RAIN	LADWP/OCTNOV11	12/22/11	54278	445.34	
		690RAIN	LADWP/OCTNOV11	12/22/11	54273	280.10	
		700RAIN	LADWP/OCTNOV11	12/22/11	54276	592.87	
61576	EMPLOYMENT DEVELOPMENT DE	OCTDEC11	EDD/OCTDEC11	12/22/11	54296	467.00	1,603.43
61577	AMERIGAS - BISHOP	CIVIC	AMRIGAS	12/22/11	54270	1,153.83	467.00
		MCIVER	AMRIGAS	12/22/11	54269	154.75	
		SMHP	AMRIGAS	12/22/11	54268	22.10	
61578	QUILL CORP	8494372	QUILL/PW	12/22/11	54284	125.41	1,330.60
61579	INYO REGISTER	30648	INYOREG/PWPRPSSL	12/22/11	54280	21.55	125.41
61580	RENO DRAIN OIL SERVICE	152001	RENODR/DEC11	12/22/11	54285	30.00	21.55
61581	VERIZON WIRELESS	1037370791	VERZN/FIRE	12/22/11	54293	171.09	30.00
61582	NIXON-SGLI EQUIPMENT CO	11107990	NIXN/SWEEPER	12/22/11	54283	77.65	171.09
61583	MYERS STEVENS & TOOHEY	988150	MYRSSTVS/NOV11	12/22/11	54282	315.00	77.65
61584	FEDEX	772945783	FEDX/CALPERS	12/22/11	54279	36.26	315.00
61585	BANK OF AMERICA	RAY	BOFA/NOVDEC11	12/22/11	54266	1,493.48	36.26
61586	BANK OF AMERICA	KEITH	BOFA/NOVDEC11	12/22/11	54267	2,066.72	1,493.48

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61587	LEHR AUTO ELECTRIC	01064602	LEHR/FIREBULB	12/22/11	54281	65.34	2,066.72
61588	DAVID STOTTLEMYRE	DAVID	STOTLEMYRE/DEC11	12/22/11	54295	32.00	65.34
61589	STANTEC CONSULTING SERV.	550322	STANTC/NOV11	12/22/11	54292	1,813.59	32.00
61590	RESOURCE CONCEPTS, INC.	1101618	RESRCNCP/NOV11	12/22/11	54286	1,213.75	1,813.59
CHECKS TOTAL							59,315.15

CITY OF BISHOP CHECK REGISTER 12/29/11

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61591	SOUTHERN CALIFORNIA EDISO		SCE/NOVDEC2011	12/29/11	54329	81.85	
		CHLORNR	SCE/NOVDEC2011	12/29/11	54327	464.42	
		MAINSTWELL	SCE/NOVDEC2011	12/29/11	54328	1.32	
		MCIVR20	SCE/NOVDEC2011	12/29/11	54330	21.99	
		STRUTANK	SCE/NOVDEC2011	12/29/11	54334	1,460.61	2,030.19
		WELL4					
61592	PETTY CASH - PARKS DEPT.		PGSH/SWIMLESSNRERND	12/29/11	54315	147.53	147.53
61593	DEPARTMENT OF WATER & POW		DWP/NOVDEC2011	12/29/11	54318	34.38	
		205H0ME	DWP/NOVDEC2011	12/29/11	54322	32.88	
		207AWLINE	DWP/NOVDEC2011	12/29/11	54323	528.33	
		209WLINE	DWP/NOVDEC2011	12/29/11	54321	1,193.26	
		237SWARREN	DWP/NOVDEC2011	12/29/11	54324	746.67	
		377AWLINE	DWP/NOVDEC2011	12/29/11	54319	57.84	
		327WLINE	DWP/NOVDEC2011	12/29/11	54325	1,990.32	
		701WLINE	DWP/NOVDEC2011	12/29/11	54320	54.24	4,637.92
61594	DWAYNE'S FRIENDLY PHARMAC	611965	DWAYNES/FIRSTAIDSUPP	12/29/11	54398	21.74	21.74
61595	PITNEY BOWES INC.	7213763	PITNEY/SEPTDECLSE	12/29/11	54304	747.00	747.00
61596	XEROX CORP	58847601	XEROX/NOVEMBER2011	12/29/11	54316	409.20	409.20
61597	QUILL CORP	8732432	QUILL/BLDGSUPPLIES	12/29/11	54317	364.29	364.29
61598	INTO REGISTER	12/01SWR 12/17PRP4	INYOREG/REQFORPROP INYOREG/NOTPUBREVW	12/29/11 12/29/11	54307 54308	28.40 35.25	63.65
61599	BISHOP AUTOMOTIVE CENTER	77423 77433	BISAUTO/UNIT6OIL BISAUTO/UNIT5TIRES	12/29/11 12/29/11	54303 54302	106.23 623.47	729.70
61600	VERIZON	CHINTERNT 1925555 8723485 8735485 8735863 8735866 8738311	VERZON/DECJAN2011/12 VERZON/DECJAN2011/12 VERZON/DECJAN2011/12 VERZON/DECJAN2011/12 VERZON/DECJAN2011/12 VERZON/DECJAN2011/12 VERZON/DECJAN2011/12	12/29/11 12/29/11 12/29/11 12/29/11 12/29/11 12/29/11 12/29/11	54336 54333 54332 54331 54337 54334 54335	89.99 6.98 47.67 41.16 227.18 361.08 38.83	612.89
61601	VERIZON WIRELESS	POLICE PUBWORKS	VZNRWLS/NOVDEC2011 VZNRWLS/NOVDEC2011	12/29/11 12/29/11	54339 54340	539.14 227.35	766.49
61602	SECURITY LIFE INSURANCE	JAN2012	SECLIFE/JAN2012	12/29/11	54305	126.07	126.07

Report No: PB1302
 Run Date : 12/29/11
 CITY OF BISHOP
 CHECK REGISTER 12/29/11

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
61603	CASCADE FIRE EQUIPMENT CO	1174265	CASCADESUB/3YRSSUBSC	12/29/11	54309	76.00	76.00
61604	LARRY BAIN, CPA	JUN2011	LBAIN/AUDIT	12/29/11	54313	19,100.00	19,100.00
61605	BANK OF AMERICA	PD4689	BOFA/LATECHARGE	12/29/11	54341	2,584.46	2,584.46
61606	EMPIRE INSIUNIAS	818369	EMPRINSIG/SHLDRPTCHS	12/29/11	54300	210.00	210.00
61607	ADT SECURITY SERVICES INC	61276085	ADT/JAN2012	12/29/11	54310	245.01	245.01
61608	LONE PINE CHAMBER	UTHVLY	LPCHMBR/INYASSOCI/14	12/29/11	54306	140.00	140.00
61609	VERIZON CALIFORNIA	UH82683	VERZN/LEAWEBDECJAN	12/29/11	54336	584.72	584.72
61610	IDENTIX INCORPORATED	57214	IDENTIX/LIVESCAN	12/29/11	54311	5,174.32	5,174.32
61611	ANTHEM BLUE CROSS	DEC2011	BLUCRS/SOUTHWORTH	12/29/11	54312	1,073.43	1,073.43
61612	CENTRAL SANITARY SUPPLY	1066082	CNTRLSNTRY/TRSHLIDS	12/29/11	54314	581.20	581.20
61613	DAVID HASLE	TOILET	DHASLE/INCNTVPROGRM	12/29/11	54299	100.00	100.00
61614	TWO STAR TOWING	25953	TWOSTAR/GOMEZTOW	12/29/11	54301	700.00	700.00
CHECKS TOTAL							41,475.81

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CITY OF BISHOP

STATEMENT OF FUND TRANSACTIONS FOR THE PERIOD OF:

July 01, 2011 thru December 31, 2011

CITY FUND BALANCE	\$	4,822,443.60
Plus Receipts		1,371,638.14
Less Expenditures		650,767.01

TOTAL CITY FUND BALANCE	\$	5,543,314.73
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CASH IN BANKS

Union Bank Checking Accounts	\$	1,207,087.07
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State Treasurer LAIF	\$	4,336,227.66
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TOTAL CASH IN BANKS	\$	5,543,314.73
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CITY OF BISHOP
PUBLIC BUDGET ACCOUNTING
BREAKDOWN OF TOTAL CASH BALANCES
FOR THE MONTH OF DECEMBER

	FISCAL YEAR 2012				
	BEGINNING BALANCE	EXPENDITURES	RECEIPTS	TRANSFERS DEBITS-CREDITS	ENDING BALANCE
001- GENERAL FUND	1,787,097.32	459,651.49	1,017,296.60	715.70	2,345,458.13
002- SEWER FUND	749,528.03	57,345.53	55,463.57	580.03-	747,066.04
003- GAS-TAX	60,744.97	12,467.78	9,078.05	.00	57,355.24
004- WATER FUND	1,066,944.22	57,914.40	62,155.65	714.97-	1,070,470.50
005- CABLE TV PUBLIC ACCESS	.00	.00	.00	.00	.00
007- LOCAL TRANSPORTATION	.00	.00	.00	.00	.00
008- BOND AND TRUST FUND	2,907.30	.00	.00	.00	2,907.30
009- TRAFFIC SAFETY	10,633.25	1,001.66	3,724.48	65.53	13,421.60
010- TUT MEASURE A	121,738.18	45,586.47	216,446.19	53.02-	292,544.88
012- SUNRISE MHP	166,496.29	6,549.61	7,404.60	21.16-	167,330.12
013- GENERAL FIXED ASSETS	.00	.00	.00	.00	.00
014- REDEVELOPMENT FUND	150.00	503.23	.00	.00	653.23-
015- WATER IMPROVEMENT	.00	.00	.00	.00	.00
017- GENERAL LONG TERM DEBT	.00	.00	.00	.00	.00
019- DEFERRED COMPENSATION	.00	.00	.00	.00	.00
021- CANINE DONATION	17,254.68	189.06	69.00	.00	17,134.62
022- SPRUCE STREET EXTENSION	.00	.00	.00	.00	.00
024- WYE ROAD H.E.S PROJECT	.00	.00	.00	.00	.00
026- PIONEER LANE PROJECT	.00	.00	.00	.00	.00
027- PARK AVE PROJECT	.00	.00	.00	.00	.00
028- WYE ROAD PROJECT	.00	.00	.00	.00	.00
030- K MART	.00	.00	.00	.00	.00
032- CLEEPS/ENF&EQUIP PRGRM	.00	.00	.00	.00	.00
033- COPS	143,230.24	8,184.23	.00	.00	135,046.05
034- SAFE ROUTE TO SCHOOLS	.00	.00	.00	.00	.00
035- MAC IVER ST EXT/STIP&E	.00	.00	.00	.00	.00

CITY OF BISHOP
PUBLIC BUDGET ACCOUNTING
BREAKDOWN OF TOTAL CASH BALANCES
FOR THE MONTH OF DECEMBER

		FISCAL YEAR 2012			
	BEGINNING BALANCE	EXPENDITURES	RECEIPTS	TRANSFERS DEBITS-CREDITS	ENDING BALANCE
036- HWY 6 & WYE RD	847,470.29	742.50	.00	.00	846,727.79
037- HOME FUNDS/WILLOW ST	2,762.54	.00	.00	.00	2,762.54
038- MACIVER/IMACA CDBG-1951	.00	.00	.00	.00	.00
039- GIS/GRANTS	15,145.00	.00	.00	.00	15,145.00
040- PVMNT MGNT PLAN PHASE	.00	.00	.00	.00	.00
041- PAVEMENT MNGMT PLAN 2	.00	.00	.00	.00	.00
042- FED GRANT/B06SP/CA0082	29,320.67	.00	.00	.00	29,320.67
043- ROAD PROJECT A	128,575.44	.00	.00	.00	128,575.44
046- SNEDEN IMPROVEMENTS	5,723.80	.00	.00	.00	5,723.80
047- SOUTH SECOND IMPROV	11,359.12	.00	.00	.00	11,359.12
048- N WARREN IMPROVEMENTS	.00	43.10	.00	.00	43.10
049- W. PINE IMPROVEMENTS	11,623.86	.00	.00	.00	11,623.86
050- BUS PULLOUTS	.00	.00	.00	.00	.00
052- GROVE ST SIDEWALKS	11,239.59	.00	.00	.00	11,239.59
053- ENVIR CONSTRAINTS	126.60	.00	.00	.00	126.60
054- E. LINE ST BRIDGE	201.60	.00	.00	.00	201.60
055- JAY ST EXTENSION	302.42	.00	.00	.00	302.42
056- WYE RD-EXTENSION	302.42	.00	.00	.00	302.42
057- SEIBU TO SCHL BIKE PATH	11,002.80	.00	.00	.00	11,002.80
058- PINE TO PARK/STIP	40,113.83	.00	.00	.00	40,113.83
059- HANBY-PAVEMENT PROJECT	.00	.00	.00	.00	.00
070- HOME OWNER ASSIST PRGM	.00	.00	.00	.00	.00
071- SILVER PEAK/IMACA	2,200.00	.00	.00	.00	2,200.00
099- DEBT SERVICE	.00	.00	.00	.00	.00
TOTALS	4,822,443.60	650,179.06	1,371,638.14	587.95	5,543,314.73

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
31010 PROPERTY TAXES SECUR	370,000.00	191,241.10	191,241.10	178,758.90	51
31020 PROPERTY TAXES UNSEC	108,000.00	64,099.04	64,099.04	43,900.96	59
31030 PROPERTY TAXES PRIOR	.00	2,277.82	2,277.82	2,277.82-	0
31050 PROPERTY TAX HOMEOWN	3,000.00	.00	.00	3,000.00	0
31060 PROP TAX MISC	23,000.00	18,502.31	18,502.31	4,497.69	80
31065 VLF SWAP/PROP TX IN	280,000.00	137,507.57	137,507.57	142,492.43	49
31070 INYO COUNTY ADM FEE	.00	.00	.00	.00	0
31075 PROP 1A CSCDA	.00	.00	.00	.00	0
31120 SALES TAX	1,600,000.00	235,002.02	594,070.48	1,005,929.52	37
31122 TRIPLE FLIP/LIEU SLS	550,000.00	264,818.34	264,818.34	285,181.66	48
31126 DWP WTR AGREEMENT PA	180,000.00	.00	182,666.00	2,666.00-	101
31128 SALES TX 1/2%-PUBLIC	13,000.00	7,161.42	7,161.42	5,838.58	55
31130 TRANSIENT OCCUPANCY	1,800,000.00	46,215.03	748,500.39	1,051,499.61	41
31150 REAL PROPERTY TRANSF	5,000.00	320.92	580.52	4,419.48	11
32010 BUSINESS LICENSES	50,000.00	34,322.30	37,467.30	12,532.70	74
32035 TENTATIVE MAP PERMIT	750.00	.00	.00	750.00	0
32040 USE PERMITS	4,000.00	.00	500.00	3,500.00	12
32050 BUILDING PERMITS	12,000.00	1,707.56	5,664.99	6,335.01	47
32060 ELECTRICAL PERMITS	2,500.00	172.00	878.25	1,621.75	35
32070 PLUMBING/MECHANICAL	4,000.00	174.25	1,209.00	2,791.00	30
32080 ELECTRICAL FRANCHISE	34,000.00	.00	.00	34,000.00	0
32090 TV FRANCHISE	12,000.00	.00	3,091.84	8,908.16	25
33010 INTEREST ON BANK DEP	18,000.00	213.06	4,745.02	13,254.98	26
33020 RENTAL OF REAL PROPE	110,000.00	4,603.25	49,948.98	60,051.02	45
34010 MOTOR VEHICLE IN LIE	12,000.00	.00	1,925.96	10,074.04	16
34015 MTR VEH LIC FEE 1100	.00	.00	.00	.00	0
34030 OFF HWY MOTOR VEH. F	100.00	.00	.00	100.00	0
34040 REIMB. HIGHWAY SWEEP	20,000.00	.00	6,666.68	13,333.32	33
34042 PROP 1B/LOCAL STREET	.00	.00	.00	.00	0
34045 PAVEMENT MGNT PLAN	.00	.00	.00	.00	0
34046 DOC/RECYCLING GRANT	5,000.00	.00	5,000.00	.00	100
34048 TRAFFIC CONGESTION	.00	.00	.00	.00	0
34050 REIMB. FOR RFD FACIL	1,800.00	.00	900.00	900.00	50
34070 REIMB. SMALL CLAIMS	.00	.00	.00	.00	0
34080 REIMB. RFD STATE COM	10,031.00	.00	5,015.60	5,015.40	50
34081 SALARY REIMB FRM RF	.00	.00	.00	.00	0
34082 MISC REIM FROM RF DI	28,709.00	.00	37,251.61	8,542.61-	129
34083 SMHP MANAGEMENT FEE	.00	.00	.00	.00	0
34090 LOAN RETIREMENT SUNR	4,200.00	.00	.00	4,200.00	0
34110 COURT RESTITUTIONS	.00	.00	.00	.00	0
34118 REIMB OF BOOKING FEE	.00	.00	.00	.00	0
34120 PEACE OFFICERS TRAIN	9,600.00	307.21	3,895.43	5,704.57	40
34122 DVROS-STATE	.00	.00	.00	.00	0
34125 PARKING CITATIONS	15,000.00	.00	5,502.12	9,497.88	36
34135 MANDATED COSTS REIMB	.00	.00	.00	.00	0
34140 DISPATCH CONTRACTS	500.00	325.00	325.00	175.00	65
34150 ASSET FORFEIT REFUND	.00	.00	.00	.00	0
34160 911 REIM-STATE	.00	.00	.00	.00	0
35010 PLAN CHECKING	5,000.00	879.33	2,837.66	2,162.34	56

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND
PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
35015 GRADING PERMIT	.00	.00	.00	.00	0
35020 STRONG MOTION INST.	150.00	20.57	81.45	68.55	54
35060 CBSC/BLDG PERMIT	100.00	9.00	40.00	60.00	40
36010 SALE OF PERSONAL PRO	6,800.00	.00	1,229.00	5,571.00	18
36020 INS. REFUNDS & DIVID	45,000.00	.00	3,787.79	41,212.21	8
36025 FORFEITURE OF DEPOSI	.00	.00	.00	.00	0
36030 MISCELLANEOUS	40,000.00	2,881.27	10,169.73	29,830.27	25
36032 CENTENNIAL COINS	.00	.00	.00	.00	0
36040 FINGERPRINTING & REP	33,000.00	2,512.25	14,066.25	18,933.75	42
36065 COMPUTER LOAN PAYBAC	.00	.00	.00	.00	0
36070 CIVIC ARTS	5,000.00	.00	.00	5,000.00	0
36078 AFTER SCHOOL PROGRAM	.00	.00	.00	.00	0
36079 LTC/CIRCULATION ELEM	55,000.00	.00	.00	55,000.00	0
36082 STATE SEC ENCHMNT	.00	.00	.00	.00	0
36084 STATE PARK GRANT PRO	.00	.00	.00	.00	0
36085 REIMB OF FED/STATE G	.00	.00	.00	.00	0
36086 FEMA GRANT/FIRE	.00	.00	.00	.00	0
36087 INDIAN GAMING GRANT/	.00	.00	.00	.00	0
36088 1ST FIVE GRANT/INYO	13,573.00	.00	.00	13,573.00	0
36091 CERTIFICATE OF COMP	.00	.00	.00	.00	0
39141 INT ON LOANS	.00	.00	.00	.00	0
39143 LOAN PMTS	25,000.00	.00	.00	25,000.00	0
39240 TENNIS	.00	.00	.00	.00	0
39250 SOFTBALL	.00	.00	.00	.00	0
39255 VOLLEYBALL	.00	.00	.00	.00	0
39260 BASKETBALL	.00	.00	.00	.00	0
39275 FACILITY RENTAL FEE	2,500.00	39.50	1,133.25	1,366.75	45
39278 TREE DEDICATION	.00	.00	600.00	600.00-	0
39280 SUMMER YOUTH PROGRAM	.00	.00	70.00	70.00-	0
39282 SKATE PARK DONATIONS	.00	.00	.00	.00	0
39290 SWIMMING POOL	32,000.00	.00	18,388.46	13,611.54	57
39292 SWIMMING POOL MISC I	200.00	.00	.00	200.00	0
39297 YOUTH ATHLETICS	25,000.00	550.00	4,660.00	20,340.00	18
39298 ADULT ATHLETICS	17,000.00	2,720.00	3,515.00	13,485.00	20
39901 PROCEEDS FROM LEASE	.00	.00	.00	.00	0
39999 PROCEEDS FROM LEASE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>5,591,513.00</u>	<u>1,018,582.12</u>	<u>2,441,991.36</u>	<u>3,149,521.64</u>	<u>43</u>

EXPENDITURES

010 CITY COUNCIL

51001 SALARIES-FULL TIME	18,000.00	1,500.00	9,299.25	8,700.75	51
51007 HEALTH INSURANCE	57,000.00	3,901.36	24,790.39	32,209.61	43
51008 DENTAL INSURANCE	7,500.00	504.28	2,871.88	4,628.12	38
51010 WORKERS COMPENSATION	200.00	14.30	88.75	111.25	44
51011 MEDICARE TAX	300.00	21.75	132.90	167.10	44
51017 FICA	300.00	21.45	104.91	195.09	34
51025 RETIREE HEALTH INSUR	56,000.00	4,265.82	25,217.02	30,782.98	45
51043 DISABILITY INSURANCE	600.00	49.00	294.00	306.00	49
51046 OPEB/POST EMP BENEFI	.00	.00	.00	.00	0
52009 TRAINING	950.00	.00	950.00	.00	100

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
52011 ADVERTISING/PRINTING	4,000.00	35.25	307.97	3,692.03	7
52012 OFFICE SUPPLIES,POST	1,500.00	19.00	569.97	930.03	37
52013 COMMUNICATIONS	500.00	37.58	37.58	462.42	7
52014 MEETINGS, TRAVEL, CO	16,550.00	32.00	8,904.91	7,645.09	53
52015 PROFESSIONAL/TECH. S	10,000.00	525.00	2,099.97	7,900.03	20
52018 SPECIAL DEPT. SUPPLI	3,000.00	58.60	852.06	2,147.94	28
52019 MISC. DUES & SUBSCRI	3,000.00	.00	.00	3,000.00	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
TOTAL CITY COUNCIL	179,400.00	10,985.39	76,521.56	102,878.44	42

011 ADMINISTRATION

51001 SALARIES-FULL TIME	150,500.00	12,470.30	100,797.70	49,702.30	66
51002 SALARIES/PART-TIME	.00	.00	.00	.00	0
51004 OVERTIME WAGES	7,500.00	.00	1,227.88	6,272.12	16
51007 HEALTH INSURANCE	23,000.00	2,893.63	14,775.86	8,224.14	64
51008 DENTAL INSURANCE	2,500.00	452.46	1,435.12	1,064.88	57
51009 PERS EMPLOYEE/EMPLOY	42,956.00	3,297.28	19,601.83	23,354.17	45
51010 WORKERS COMPENSATION	3,800.00	263.31	2,533.06	1,266.94	66
51011 MEDICARE TAX	2,500.00	180.79	1,478.89	1,021.11	59
51017 FICA	44.00	44.00	88.00	44.00-	200
51022 P.A.R.S SYSTEM	35,000.00	2,763.72	16,227.26	18,772.74	46
51024 EMPLOYER COMP MATCH	3,200.00	353.00	2,066.18	1,133.82	64
51025 RETIREE HEALTH INSUR	25,566.00	2,158.94	12,840.68	12,725.32	50
51042 UNEMPLOYMENT INS.	4,434.00	.00	2,217.00	2,217.00	50
51043 DISABILITY INSURANCE	3,000.00	191.33	1,158.94	1,841.06	38
51046 OPEB/POST EMP BENEFI	10,500.00	1,496.44	8,913.53	1,586.47	84
52009 TRAINING	2,000.00	.00	475.00	1,525.00	23
52011 ADVERTISING/PRINTING	600.00	.00	88.20	511.80	14
52012 OFFICE SUPPLIES,POST	1,500.00	1.00	667.94	832.06	44
52013 COMMUNICATIONS	2,000.00	7.48	848.57	1,151.43	42
52014 MEETINGS, TRAVEL, CO	7,000.00	776.59	2,797.58	4,202.42	39
52015 PROFESSIONAL/TECH. S	1,500.00	.00	281.25	1,218.75	18
52018 SPECIAL DEPT. SUPPLI	500.00	.00	57.50	442.50	11
52019 MISC. DUES & SUBSCRI	1,500.00	192.18	272.18	1,227.82	18
52030 MISC. ADM/EMP COMP P	.00	.00	.00	.00	0
53022 OFFICE EQUIP. OPERAT	3,000.00	583.20	1,616.51	1,383.49	53
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
TOTAL ADMINISTRATION	334,100.00	28,125.65	192,466.66	141,633.34	57

012 FINANCE

51001 SALARIES-FULL TIME	36,000.00	2,886.04	18,768.77	17,231.23	52
51002 SALARIES/PART-TIME	25,000.00	2,116.13	12,752.14	12,247.86	51
51004 OVERTIME WAGES	6,000.00	244.35	2,633.55	3,366.45	43
51007 HEALTH INSURANCE	6,200.00	452.93	2,887.47	3,312.53	46
51008 DENTAL INSURANCE	700.00	57.99	371.47	328.53	53
51009 PERS EMPLOYEE/EMPLOY	11,000.00	763.10	5,043.08	5,956.92	45
51010 WORKERS COMPENSATION	600.00	49.89	330.21	269.79	55
51011 MEDICARE TAX	1,000.00	76.09	495.31	504.69	49

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
51017 FICA	500.00	71.51	408.77	91.23	81
51022 P.A.R.S SYSTEM	8,800.00	631.84	3,751.04	5,048.96	42
51024 EMPLOYER COMP MATCH	1,600.00	125.00	750.00	850.00	46
51025 RETIREE HEALTH INSUR	14,000.00	666.88	3,925.68	10,074.32	28
51043 DISABILITY INSURANCE	700.00	52.98	358.02	341.98	51
51046 OPEB/POST EMP BENEFI	2,500.00	361.02	2,299.69	200.31	91
52009 TRAINING	1,000.00	.00	.00	1,000.00	0
52011 ADVERTISING/PRINTING	500.00	.00	152.80	347.20	30
52012 OFFICE SUPPLIES,POST	4,000.00	418.12	1,804.18	2,195.82	45
52013 COMMUNICATIONS	500.00	5.28	34.89	465.11	6
52014 MEETINGS, TRAVEL, CO	2,000.00	.00	1,776.07	223.93	88
52015 PROFESSIONAL/TECH. S	43,000.00	15,557.45	33,759.13	9,240.87	78
52018 SPECIAL DEPT. SUPPLI	3,000.00	.00	.00	3,000.00	0
52019 MISC. DUES & SUBSCRI	440.00	.00	164.00	276.00	37
52116 E.S. TRANSIT AUTH LO	25,000.00	.00	25,000.00	.00	100
53022 OFFICE EQUIP. OPERAT	7,535.00	2,632.00	7,353.26	181.74	97
55023 EXP-SMALL CLAIMS	.00	.00	.00	.00	0
55024 RENTALS-REFUNDS	60.00	.00	50.39	9.61	83
56028 CAPITAL EQUIPMENT	5,965.00	.00	.00	5,965.00	0
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
TOTAL FINANCE	207,600.00	27,168.60	124,869.92	82,730.08	60
013 TREASURER					
51001 SALARIES-FULL TIME	1,800.00	150.00	900.00	900.00	50
51007 HEALTH INSURANCE	.00	.00	.00	.00	0
51010 WORKERS COMPENSATION	50.00	1.43	8.73	41.27	17
51011 MEDICARE TAX	30.00	2.18	13.08	16.92	43
51017 FICA	35.00	1.96	11.76	23.24	33
51046 OPEB/POST EMP BENEFI	.00	.00	.00	.00	0
52009 TRAINING	.00	.00	.00	.00	0
TOTAL TREASURER	1,915.00	155.57	933.57	981.43	48
014 LEGAL SERVICES					
51011 MEDICARE TAX	.00	.00	.00	.00	0
51012 CONTRACT SALARY	66,000.00	5,500.00	27,500.00	38,500.00	41
52014 MEETINGS, TRAVEL, CO	1,500.00	.00	.00	1,500.00	0
52015 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	300.00	.00	.00	300.00	0
52019 MISC. DUES & SUBSCRI	3,000.00	.00	856.32	2,143.68	28
55040 LITIGATION SERVICES	1,000.00	.00	.00	1,000.00	0
TOTAL LEGAL SERVICES	71,800.00	5,500.00	28,356.32	43,443.68	39
015 INSURANCE					
51008 DENTAL INSURANCE	.00	.00	.00	.00	0
51009 PERS EMPLOYEE/EMPLOY	200.00	.00	.00	200.00	0
51010 WORKERS COMPENSATION	28,624.00	.00	15,311.33	13,312.67	53
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND
PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
51043 DISABILITY INSURANCE	.00	.00	.00	.00	0
51046 OPEB/POST EMP BENEFI	.00	.00	.00	.00	0
52008 ADMINISTRATION FEES	4,000.00	317.99	1,667.60	2,332.40	41
52016 INSURANCE	388,376.00	.00	305,393.00	82,983.00	78
TOTAL INSURANCE	421,200.00	317.99	322,371.93	98,828.07	76

016 BUILDING AND GROUNDS

51001 SALARIES-FULL TIME	38,000.00	3,778.40	24,259.92	13,740.08	63
51002 SALARIES/PART-TIME	15,000.00	1,040.00	6,513.00	8,487.00	43
51004 OVERTIME WAGES	1,000.00	.00	.00	1,000.00	0
51007 HEALTH INSURANCE	9,000.00	580.75	3,769.55	5,230.45	41
51008 DENTAL INSURANCE	1,300.00	56.73	344.29	955.71	26
51009 PERS EMPLOYEE/EMPLOY	11,000.00	999.06	7,180.62	3,819.38	65
51010 WORKERS COMPENSATION	4,000.00	363.29	2,271.63	1,728.37	56
51011 MEDICARE TAX	1,400.00	69.86	446.17	953.83	31
51017 FICA	1,800.00	57.52	260.69	1,539.31	14
51022 P.A.R.S SYSTEM	9,600.00	841.02	5,303.11	4,296.89	55
51024 EMPLOYER COMP MATCH	1,300.00	.00	.00	1,300.00	0
51025 RETIREE HEALTH INSUR	.00	.00	.00	.00	0
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	2,000.00	50.72	321.85	1,678.15	16
51046 OPEB/POST EMP BENEFI	3,500.00	453.40	2,911.17	588.83	83
52010 HEAT,LIGHT,POWER	41,000.00	7,346.80	21,871.46	19,128.54	53
52011 ADVERTISING/PRINTING	100.00	.00	47.10	52.90	47
52013 COMMUNICATIONS	6,000.00	722.16	3,212.76	2,787.24	53
52015 PROFESSIONAL/TECH. S	6,000.00	80.00	3,551.55	2,448.45	59
52017 WASTE FEES	1,600.00	185.07	964.35	635.65	60
52018 SPECIAL DEPT. SUPPLI	2,900.00	.00	466.96	2,433.04	16
53020 VEHICLE OPERATION	1,000.00	.00	322.96	677.04	32
54023 BUILDING OPERATION	7,500.00	783.95	2,386.47	5,113.53	31
56027 CAPITAL IMPROVEMENT	8,000.00	.00	.00	8,000.00	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
56032 CAP EXP - COP PAYMEN	.00	.00	.00	.00	0
TOTAL BUILDING AND GROUNDS	173,000.00	17,408.73	86,405.61	86,594.39	49

018 ELECTIONS

51002 SALARIES/PART-TIME	.00	.00	.00	.00	0
52009 TRAINING	500.00	.00	.00	500.00	0
52011 ADVERTISING/PRINTING	.00	82.50	82.50	82.50-	0
52012 OFFICE SUPPLIES,POST	.00	.00	.00	.00	0
52013 COMMUNICATIONS	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
TOTAL ELECTIONS	500.00	82.50	82.50	417.50	16

019 COMMUNITY PROMOTION

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND
PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
52111 CHAMBER OF COMMERCE	128,304.00	10,692.00	74,844.00	53,460.00	58
52113 LAWS MUSEUM	11,664.00	5,832.00	11,664.00	.00	100
52114 TRAIN PROGRAM	.00	.00	.00	.00	0
52118 CHRISTMAS LIGHTS	.00	.00	.00	.00	0
52120 SENIOR LEGAL PROGRAM	1,271.00	.00	1,000.00	271.00	78
52121 IMAAA/SENIOR PROGRAM	9,696.00	.00	.00	9,696.00	0
52123 SENIOR REC. PROGRAM	250.00	.00	.00	250.00	0
52125 TRI COUNTY FAIR/CHSR	1,094.00	.00	.00	1,094.00	0
TOTAL COMMUNITY PROMOTION	152,279.00	16,524.00	87,508.00	64,771.00	57
020 POLICE DEPARTMENT					
51001 SALARIES-FULL TIME	1,200,000.00	109,853.52	631,475.50	568,524.50	52
51002 SALARIES/PART-TIME	15,000.00	2,043.00	10,859.27	4,140.73	72
51003 RESERVES-PART/TIME	.00	.00	.00	.00	0
51004 OVERTIME WAGES	110,000.00	6,896.65	58,412.02	51,587.98	53
51007 HEALTH INSURANCE	240,000.00	20,129.12	118,077.86	121,922.14	49
51008 DENTAL INSURANCE	26,000.00	2,017.12	12,316.18	13,683.82	47
51009 PERS EMPLOYEE/EMPLOY	475,000.00	33,774.96	225,821.57	249,178.43	47
51010 WORKERS COMPENSATION	110,000.00	9,305.47	54,806.19	55,193.81	49
51011 MEDICARE TAX	18,000.00	1,807.49	10,604.03	7,395.97	58
51015 SHIFT DIFFERENTIAL P	61,800.00	7,736.51	39,814.16	21,985.84	64
51017 FICA	1,000.00	72.57	325.19	674.81	32
51019 SALARIES-CADETS	.00	.00	.00	.00	0
51022 P.A.R.S SYSTEM	70,000.00	5,298.93	34,019.64	35,980.36	48
51024 EMPLOYER COMP MATCH	5,000.00	189.00	1,705.25	3,294.75	34
51025 RETIREE HEALTH INSUR	211,700.00	16,857.49	99,443.14	112,256.86	46
51042 UNEMPLOYMENT INS.	300.00	.00	283.00	17.00	94
51043 DISABILITY INSURANCE	23,000.00	1,757.26	10,977.70	12,022.30	47
51044 LIABILITY CLAIMS	.00	.00	.00	.00	0
51046 OPEB/POST EMP BENEFI	82,000.00	11,666.79	73,881.28	8,118.72	90
52009 TRAINING	16,600.00	4,509.29	20,811.68	4,211.68-	125
52010 HEAT,LIGHT,POWER	25,000.00	4,317.03	10,890.71	14,109.29	43
52011 ADVERTISING/PRINTING	3,000.00	.00	300.00	2,700.00	10
52012 OFFICE SUPPLIES,POST	6,000.00	797.55	2,774.79	3,225.21	46
52013 COMMUNICATIONS	30,000.00	3,072.68	14,897.10	15,102.90	49
52014 MEETINGS, TRAVEL, CO	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. S	30,000.00	801.57	10,148.74	19,851.26	33
52018 SPECIAL DEPT. SUPPLI	8,000.00	123.43	4,060.53	3,939.47	50
52019 MISC. DUES & SUBSCRI	2,000.00	45.00	345.00	1,655.00	17
52021 FINGERPRINT FEES	13,000.00	849.00	4,644.00	8,356.00	35
52023 BOOKING FEES	.00	.00	.00	.00	0
52218 PRISONER TSP.& INVES	1,000.00	.00	.00	1,000.00	0
52650 ASSET FORFEIT EXPENS	33,124.00	.00	.00	33,124.00	0
52654 INDIAN GAMING GRANT	21,770.00	5,174.32	10,455.32	11,314.68	48
53020 VEHICLE OPERATION	55,000.00	5,743.44	26,780.91	28,219.09	48
53022 OFFICE EQUIP. OPERAT	6,500.00	555.21	2,360.68	4,139.32	36
54023 BUILDING OPERATION	10,000.00	621.37	3,242.69	6,757.31	32
55024 RENTALS-REFUNDS	.00	.00	.00	.00	0
55040 LITIGATION SERVICES	.00	95.00	95.00	95.00-	0

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND
PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	***** ACTUAL YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
TOTAL POLICE DEPARTMENT	2,909,794.00	256,110.77	1,494,629.13	1,415,164.87	51

021 FIRE DEPARTMENT

51001 SALARIES-FULL TIME	7,500.00	639.30	3,835.80	3,664.20	51
51002 SALARIES/PART-TIME	47,100.00	3,444.50	19,589.60	27,510.40	41
51007 HEALTH INSURANCE	3,500.00	193.59	1,144.17	2,355.83	32
51008 DENTAL INSURANCE	500.00	18.91	107.71	392.29	21
51009 PERS EMPLOYEE/EMPLOY	3,500.00	169.04	1,789.88	1,710.12	51
51010 WORKERS COMPENSATION	30,000.00	1,829.66	9,315.84	20,684.16	31
51011 MEDICARE TAX	1,000.00	32.75	195.18	804.82	19
51017 FICA	800.00	65.07	301.52	498.48	37
51022 P.A.R.S SYSTEM	1,800.00	135.54	813.24	986.76	45
51025 RETIREE HEALTH INSUR	6,800.00	539.68	3,199.80	3,600.20	47
51041 FIREMANS LIFE INS.	2,064.00	684.00	1,422.00	642.00	68
51043 DISABILITY INSURANCE	300.00	12.21	73.26	226.74	24
51046 OPEB/POST EMP BENEFI	1,000.00	76.72	460.32	539.68	46
52009 TRAINING	2,500.00	.00	3,745.40	1,245.40-	149
52010 HEAT,LIGHT,POWER	7,500.00	1,870.14	4,885.88	2,614.12	65
52011 ADVERTISING/PRINTING	100.00	.00	.00	100.00	0
52012 OFFICE SUPPLIES,POST	300.00	.00	34.03	265.97	11
52013 COMMUNICATIONS	3,180.00	321.50	2,009.03	1,170.97	63
52014 MEETINGS, TRAVEL, CO	1,250.00	.00	1,502.45	252.45-	120
52015 PROFESSIONAL/TECH. S	4,000.00	.00	1,585.71	2,414.29	39
52018 SPECIAL DEPT. SUPPLI	48,543.00	15,960.15	51,310.30	2,767.30-	105
52019 MISC. DUES & SUBSCRI	1,300.00	908.50	1,183.50	116.50	91
53020 VEHICLE OPERATION	14,000.00	1,566.27	11,223.03	2,776.97	80
53022 OFFICE EQUIP. OPERAT	100.00	.00	48.38	51.62	48
54023 BUILDING OPERATION	500.00	.00	281.55	218.45	56
55024 RENTALS-REFUNDS	500.00	.00	.00	500.00	0
56027 CAPITAL IMPROVEMENT	5,000.00	726.25	2,286.79	2,713.21	45
56028 CAPITAL EQUIPMENT	57,418.00	.00	57,417.49	.51	99
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
TOTAL FIRE DEPARTMENT	252,055.00	29,193.78	179,761.86	72,293.14	71

022 BUILDING

51001 SALARIES-FULL TIME	50,000.00	4,199.54	24,983.74	25,016.26	49
51004 OVERTIME WAGES	200.00	.00	.00	200.00	0
51007 HEALTH INSURANCE	9,800.00	838.86	4,957.83	4,842.17	50
51008 DENTAL INSURANCE	1,000.00	81.94	466.69	533.31	46
51009 PERS EMPLOYEE/EMPLOY	13,000.00	1,110.40	7,005.49	5,994.51	53
51010 WORKERS COMPENSATION	2,000.00	133.16	810.46	1,189.54	40
51011 MEDICARE TAX	800.00	60.90	362.30	437.70	45
51022 P.A.R.S SYSTEM	13,000.00	920.28	5,416.48	7,583.52	41
51024 EMPLOYER COMP MATCH	1,600.00	131.00	786.00	814.00	49
51025 RETIREE HEALTH INSUR	6,000.00	466.30	2,292.02	3,707.98	38

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
51043 DISABILITY INSURANCE	1,000.00	74.72	448.32	551.68	44
51046 OPEB/POST EMP BENEFI	4,000.00	503.94	2,998.04	1,001.96	74
52009 TRAINING	500.00	.00	.00	500.00	0
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	500.00	19.83	92.77	407.23	18
52013 COMMUNICATIONS	400.00	37.40	119.94	280.06	29
52014 MEETINGS, TRAVEL, CO	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. S	2,000.00	.00	31.50	1,968.50	1
52018 SPECIAL DEPT. SUPPLI	200.00	.00	100.29	99.71	50
52019 MISC. DUES & SUBSCRI	650.00	.00	227.00	423.00	34
53020 VEHICLE OPERATION	1,500.00	72.58	354.40	1,145.60	23
53022 OFFICE EQUIP. OPERAT	430.00	27.31	150.07	279.93	34
55024 RENTALS-REFUNDS	.00	.00	.00	.00	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
TOTAL BUILDING	108,580.00	8,678.16	51,603.34	56,976.66	47
023 STREET MAINTENANCE					
51001 SALARIES-FULL TIME	18,000.00	1,469.26	12,911.26	5,088.74	71
51002 SALARIES/PART-TIME	.00	.00	.00	.00	0
51004 OVERTIME WAGES	2,000.00	361.12	1,218.78	781.22	60
51007 HEALTH INSURANCE	4,000.00	478.37	3,392.29	607.71	84
51008 DENTAL INSURANCE	900.00	45.85	305.77	594.23	33
51009 PERS EMPLOYEE/EMPLOY	7,000.00	369.78	3,320.37	3,679.63	47
51010 WORKERS COMPENSATION	2,500.00	315.73	2,098.44	401.56	83
51011 MEDICARE TAX	400.00	33.38	238.03	161.97	59
51013 PW-PART TIME SALARIE	.00	.00	.00	.00	0
51017 FICA	.00	.00	.00	.00	0
51018 DUTY TIME	4,800.00	472.50	2,295.00	2,505.00	47
51022 P.A.R.S SYSTEM	4,800.00	312.86	2,704.06	2,095.94	56
51024 EMPLOYER COMP MATCH	2,500.00	.00	514.50	1,985.50	20
51025 RETIREE HEALTH INSUR	7,100.00	624.27	3,743.93	3,356.07	52
51043 DISABILITY INSURANCE	500.00	38.23	268.42	231.58	53
51044 LIABILITY CLAIMS	.00	.00	.00	.00	0
51046 OPEB/POST EMP BENEFI	1,900.00	260.96	1,888.86	11.14	99
52009 TRAINING	250.00	.00	12.00	238.00	4
52010 HEAT,LIGHT,POWER	900.00	90.01	146.62	753.38	16
52011 ADVERTISING/PRINTING	100.00	.00	.00	100.00	0
52012 OFFICE SUPPLIES,POST	1,000.00	17.43	683.53	316.47	68
52013 COMMUNICATIONS	1,200.00	86.24	264.88	935.12	22
52014 MEETINGS, TRAVEL, CO	250.00	.00	.00	250.00	0
52015 PROFESSIONAL/TECH. S	7,500.00	.00	1,825.92	5,674.08	24
52017 WASTE FEES	950.00	35.76	298.35	651.65	31
52018 SPECIAL DEPT. SUPPLI	4,100.00	713.33	1,824.47	2,275.53	44
52019 MISC. DUES & SUBSCRI	50.00	16.40	16.40	33.60	32
52020 WATER CONSERVATION P	2,000.00	.00	1,294.00	706.00	64
52034 RECYCLING GRANT/DOC	5,000.00	.00	.00	5,000.00	0
53020 VEHICLE OPERATION	4,500.00	401.97	2,050.48	2,449.52	45
53022 OFFICE EQUIP. OPERAT	500.00	27.31	161.47	338.53	32
55024 RENTALS-REFUNDS	35,000.00	500.00	1,800.00	33,200.00	5

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
56027 CAPITAL IMPROVEMENT	1,500.00	.00	836.86	663.14	55
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
56032 CAP EXP - COP PAYMEN	.00	.00	.00	.00	0
57041 PAVEMENT CRACK SEAL	.00	.00	.00	.00	0
57043 TRAFFIC PAINTING	.00	.00	.00	.00	0
57045 TRAFFIC PAINTING	.00	.00	.00	.00	0
TOTAL STREET MAINTENANCE	121,200.00	6,670.76	46,114.69	75,085.31	38
024 PROP 1B/LOCAL STREETS					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
51007 HEALTH INSURANCE	.00	.00	.00	.00	0
51008 DENTAL INSURANCE	.00	.00	.00	.00	0
51009 PERS EMPLOYEE/EMPLOY	.00	.00	.00	.00	0
51010 WORKERS COMPENSATION	.00	.00	.00	.00	0
51011 MEDICARE TAX	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
53020 VEHICLE OPERATION	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	20,000.00	.00	.00	20,000.00	0
57043 TRAFFIC PAINTING	.00	.00	.00	.00	0
TOTAL PROP 1B/LOCAL STREET	20,000.00	.00	.00	20,000.00	0
025 STREET SWEEPING					
51001 SALARIES-FULL TIME	42,000.00	3,320.06	19,640.30	22,359.70	46
51004 OVERTIME WAGES	.00	.00	.00	.00	0
51007 HEALTH INSURANCE	10,000.00	724.45	4,244.32	5,755.68	42
51008 DENTAL INSURANCE	1,000.00	73.02	405.62	594.38	40
51009 PERS EMPLOYEE/EMPLOY	12,000.00	859.14	5,099.58	6,900.42	42
51010 WORKERS COMPENSATION	6,500.00	454.52	2,734.46	3,765.54	42
51011 MEDICARE TAX	800.00	48.14	284.81	515.19	35
51022 P.A.R.S SYSTEM	9,000.00	665.22	3,970.54	5,029.46	44
51043 DISABILITY INSURANCE	1,000.00	59.10	347.27	652.73	34
51046 OPEB/POST EMP BENEFI	3,000.00	381.87	2,262.28	737.72	75
52017 WASTE FEES	200.00	273.00	273.00	73.00-	136
53020 VEHICLE OPERATION	10,060.00	652.06	6,120.91	3,939.09	60
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
TOTAL STREET SWEEPING	95,560.00	7,510.58	45,383.09	50,176.91	47
026 STREET LIGHTING					
52010 HEAT,LIGHT,POWER	36,000.00	4,254.66	18,686.47	17,313.53	51
52018 SPECIAL DEPT. SUPPLI	.00	10.59-	10.19	10.19-	0
55024 RENTALS-REFUNDS	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL STREET LIGHTING	36,000.00	4,244.07	18,696.66	17,303.34	51

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	***** ACTUAL YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
028 EMERGENCY PREPAREDNESS					
52013 COMMUNICATIONS	3,000.00	219.24	1,059.38	1,940.62	35
52014 MEETINGS, TRAVEL, CO	1,000.00	.00	.00	1,000.00	0
52018 SPECIAL DEPT. SUPPLI	500.00	.00	.00	500.00	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
TOTAL EMERGENCY PREPAREDNE	4,500.00	219.24	1,059.38	3,440.62	23
031 PARKS & REC					
51001 SALARIES-FULL TIME	162,160.00	10,876.22	68,483.34	93,676.66	42
51002 SALARIES/PART-TIME	400.00	.00	.00	400.00	0
51004 OVERTIME WAGES	1,500.00	.00	.00	1,500.00	0
51007 HEALTH INSURANCE	46,000.00	3,084.42	19,059.34	26,940.66	41
51008 DENTAL INSURANCE	4,800.00	301.31	1,768.00	3,032.00	36
51009 PERS EMPLOYEE/EMPLOY	34,000.00	2,875.78	18,973.67	15,026.33	55
51010 WORKERS COMPENSATION	15,000.00	1,108.88	6,542.37	8,457.63	43
51011 MEDICARE TAX	2,500.00	157.18	990.29	1,509.71	39
51017 FICA	200.00	.00	.00	200.00	0
51022 P.A.R.S SYSTEM	39,000.00	2,435.72	15,038.35	23,961.65	38
51024 EMPLOYER COMP MATCH	4,200.00	185.00	1,327.50	2,872.50	31
51025 RETIREE HEALTH INSUR	46,000.00	3,906.66	22,905.77	23,094.23	49
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	2,800.00	206.14	1,252.31	1,547.69	44
51046 OPEB/POST EMP BENEFI	15,000.00	1,305.14	8,217.96	6,782.04	54
52009 TRAINING	.00	.00	.00	.00	0
52010 HEAT,LIGHT,POWER	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	.00	53.02-	.00	.00	0
52013 COMMUNICATIONS	.00	.00	.00	.00	0
52014 MEETINGS, TRAVEL, CO	4,300.00	.00	76.27-	4,376.27	1-
52015 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
52017 WASTE FEES	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	250.00	.00	76.26	173.74	30
52019 MISC. DUES & SUBSCRI	.00	.00	.00	.00	0
53020 VEHICLE OPERATION	.00	.00	.00	.00	0
53021 SPECIAL EQUIP. OPERA	.00	.00	.00	.00	0
53022 OFFICE EQUIP. OPERAT	2,200.00	255.27	1,179.32	1,020.68	53
54023 BUILDING OPERATION	.00	.00	.00	.00	0
55024 RENTALS-REFUNDS	.00	.00	.00	.00	0
55058 STATE PARK GRANT PRO	.00	.00	.00	.00	0
55061 1ST FIVE GRANT/INYO	.00	.00	.00	.00	0
55063 DOC/RECYCLING GRANT	5,000.00	.00	1,096.38	3,903.62	21
56027 CAPITAL IMPROVEMENT	10,000.00	.00	4,909.03	5,090.97	49
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
56032 CAP EXP - COP PAYMEN	.00	.00	.00	.00	0
TOTAL PARKS & REC	395,310.00	26,644.70	171,743.62	223,566.38	43

034 PLANNING DEPARTMENT

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

001 GENERAL FUND
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
51001 SALARIES-FULL TIME	128,000.00	6,318.30	68,230.20	59,769.80	53
51002 SALARIES/PART-TIME	1,500.00	300.00	1,000.00	500.00	66
51004 OVERTIME WAGES	.00	.00	.00	.00	0
51007 HEALTH INSURANCE	19,000.00	1,138.74	8,145.11	10,854.89	42
51008 DENTAL INSURANCE	2,000.00	111.24	671.14	1,328.86	33
51009 PERS EMPLOYEE/EMPLOY	36,000.00	1,670.64	10,675.97	25,324.03	29
51010 WORKERS COMPENSATION	5,000.00	197.48	2,274.97	2,725.03	45
51011 MEDICARE TAX	1,940.00	95.27	1,001.78	938.22	51
51017 FICA	60.00	3.25	10.40	49.60	17
51022 P.A.R.S SYSTEM	28,000.00	1,399.50	9,082.94	18,917.06	32
51025 RETIREE HEALTH INSUR	7,000.00	466.30	3,204.83	3,795.17	45
51043 DISABILITY INSURANCE	2,500.00	100.85	648.23	1,851.77	25
51046 OPEB/POST EMP BENEFI	9,000.00	758.20	5,005.37	3,994.63	55
52009 TRAINING	500.00	.00	.00	500.00	0
52011 ADVERTISING/PRINTING	2,000.00	76.50	460.75	1,539.25	23
52012 OFFICE SUPPLIES,POST	4,800.00	25.30	2,183.83	2,616.17	45
52013 COMMUNICATIONS	400.00	37.40	119.94	280.06	29
52014 MEETINGS, TRAVEL, CO	100.00	.00	.00	100.00	0
52015 PROFESSIONAL/TECH. S	46,000.00	.00	34,011.50	11,988.50	73
52018 SPECIAL DEPT. SUPPLI	100.00	.00	34.37	65.63	34
53020 VEHICLE OPERATION	.00	.00	.00	.00	0
53022 OFFICE EQUIP. OPERAT	430.00	27.31	250.07	179.93	58
53025 LAFCO	22,000.00	.00	.00	22,000.00	0
55024 RENTALS-REFUNDS	.00	.00	.00	.00	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
TOTAL PLANNING DEPARTMENT	316,330.00	12,726.28	147,011.40	169,318.60	46
048 CIVIC ARTS COMMISSION					
52018 SPECIAL DEPT. SUPPLI	18,225.00	.00	18,225.00	.00	100
TOTAL CIVIC ARTS COMMISSIO	18,225.00	.00	18,225.00	.00	100
TOTAL EXPENDITURES	5,819,348.00	458,266.77	3,093,744.24	2,725,603.76	53
NET REV & EXPENDITURE	227,835.00-	560,315.35	651,752.88-	423,917.88	286
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

002 SEWER FUND
PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39020 SEWER SERVICE COLLEC	1,012,000.00	53,833.62	626,000.16	385,999.84	61
39023 PENALTIES-SEWER SERV	4,000.00	134.14	1,017.50	2,982.50	25
39024 SEWER PERMITS	.00	.00	.00	.00	0
39025 SEWER ASSESSMENT FEE	.00	.00	.00	.00	0
39030 REIMB. SMALL CLAIMS	.00	.00	.00	.00	0
39040 INTEREST ON BANK DEP	3,000.00	.00	.00	3,000.00	0
39060 SEWER MISCELLANEOUS	30,000.00	915.78	1,932.95	28,067.05	6
39070 REIM FRM WATER	.00	.00	.00	.00	0
39075 REIMB FROM ESCSD	.00	.00	.00	.00	0
39076 REIMB FRM FED/ST GRA	.00	.00	.00	.00	0
39077 REIMB FRM CAL TRANS	.00	.00	.00	.00	0
TOTAL REVENUES	1,049,000.00	54,883.54	628,950.61	420,049.39	59
EXPENDITURES					
051 SEWER					
51001 SALARIES-FULL TIME	272,000.00	21,784.78	129,842.98	142,157.02	47
51002 SALARIES/PART-TIME	5,200.00	.00	920.16	4,279.84	17
51004 OVERTIME WAGES	1,000.00	.00	45.14	954.86	4
51007 HEALTH INSURANCE	56,000.00	4,315.99	25,231.41	30,768.59	45
51008 DENTAL INSURANCE	5,600.00	443.78	2,652.15	2,947.85	47
51009 PERS EMPLOYEE/EMPLOY	78,000.00	5,666.46	35,400.69	42,599.31	45
51010 WORKERS COMPENSATION	28,000.00	2,234.94	13,583.61	14,416.39	48
51011 MEDICARE TAX	4,000.00	320.79	1,922.72	2,077.28	48
51013 PW-PART TIME SALARIE	.00	.00	.00	.00	0
51016 VEHICLE COMPENSATION	.00	.00	.00	.00	0
51017 FICA	400.00	44.00	181.20	218.80	45
51018 DUTY TIME	4,800.00	337.50	1,788.75	3,011.25	37
51022 P.A.R.S SYSTEM	60,000.00	4,585.14	27,011.51	32,988.49	45
51024 EMPLOYER COMP MATCH	6,000.00	891.00	4,830.00	1,170.00	80
51025 RETIREE HEALTH INSUR	32,500.00	2,809.30	16,847.67	15,652.33	51
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	5,000.00	383.61	2,338.20	2,661.80	46
51046 OPEB/POST EMP BENEFI	20,000.00	2,584.99	15,318.01	4,681.99	76
52009 TRAINING	3,100.00	.00	1,019.00	2,081.00	32
52010 HEAT,LIGHT,POWER	30,900.00	2,630.18	11,478.23	19,421.77	37
52011 ADVERTISING/PRINTING	1,700.00	166.07	166.07	1,533.93	9
52012 OFFICE SUPPLIES,POST	4,500.00	149.27	1,537.03	2,962.97	34
52013 COMMUNICATIONS	3,000.00	312.59	896.26	2,103.74	29
52014 MEETINGS, TRAVEL, CO	2,800.00	.00	746.95	2,053.05	26
52015 PROFESSIONAL/TECH. S	20,145.00	2,181.25	14,773.85	5,371.15	73
52017 WASTE FEES	1,500.00	192.25	1,156.13	343.87	77
52018 SPECIAL DEPT. SUPPLI	14,100.00	358.41	7,344.19	6,755.81	52
52019 MISC. DUES & SUBSCRI	835.00	32.80	239.30	595.70	28
53020 VEHICLE OPERATION	9,700.00	1,532.01	5,469.79	4,230.21	56
53021 SPECIAL EQUIP. OPERA	6,600.00	.00	1,323.49	5,276.51	20
53022 OFFICE EQUIP. OPERAT	2,500.00	255.61	1,049.29	1,450.71	41
54023 BUILDING OPERATION	.00	.00	.00	.00	0
55023 EXP-SMALL CLAIMS	1,000.00	.00	.00	1,000.00	0
55024 RENTALS-REFUNDS	.00	.00	.00	.00	0

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

002 SEWER FUND
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
55026 CONTRACT SERVICES	.00	.00	.00	.00	0
55027 TRANS TO FED/ST PROJ	.00	.00	.00	.00	0
56025 DEPRECIATION	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	265,000.00	3,132.81	92,695.08	172,304.92	34
56028 CAPITAL EQUIPMENT	5,000.00	.00	.00	5,000.00	0
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
56032 CAP EXP - COP PAYMEN	.00	.00	.00	.00	0
56500 INTEREST	.00	.00	.00	.00	0
TOTAL SEWER	<u>950,880.00</u>	<u>57,345.53</u>	<u>417,808.86</u>	<u>533,071.14</u>	<u>43</u>
TOTAL EXPENDITURES	<u>950,880.00</u>	<u>57,345.53</u>	<u>417,808.86</u>	<u>533,071.14</u>	<u>43</u>
NET REV & EXPENDITURE	<u>98,120.00</u>	<u>2,461.99-</u>	<u>211,141.75</u>	<u>113,021.75-</u>	<u>215</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

003 GAS TAX
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39100 SECTION 2105	20,000.00	1,544.04	10,437.74	9,562.26	52
39110 SECTION 2107-5	1,000.00	.00	.00	1,000.00	0
39120 SECTION 2107	29,000.00	2,358.07	14,179.56	14,820.44	48
39130 SECTION 2106	21,000.00	1,494.24	8,970.61	12,029.39	42
39135 MISC/PROP 42	.00	3,681.70	22,910.37	22,910.37-	0
39138 TRAFFIC CONGESTION	36,278.00	.00	.00	36,278.00	0
39140 INTEREST ON BANK DEP	.00	.00	.00	.00	0
TOTAL REVENUES	<u>107,278.00</u>	<u>9,078.05</u>	<u>56,498.28</u>	<u>50,779.72</u>	<u>52</u>
EXPENDITURES					
030 GAS TAX					
51001 SALARIES-FULL TIME	76,000.00	6,401.80	33,034.08	42,965.92	43
51002 SALARIES/PART-TIME	2,500.00	.00	581.22	1,918.78	23
51004 OVERTIME WAGES	.00	.00	.00	.00	0
51005 SALARY-SNOW REMOVAL	.00	.00	.00	.00	0
51007 HEALTH INSURANCE	22,000.00	1,325.32	6,714.86	15,285.14	30
51008 DENTAL INSURANCE	2,000.00	136.03	678.10	1,321.90	33
51009 PERS EMPLOYEE/EMPLOY	21,000.00	1,617.84	8,360.22	12,639.78	39
51010 WORKERS COMPENSATION	11,000.00	721.82	3,877.30	7,122.70	35
51011 MEDICARE TAX	1,200.00	92.82	487.40	712.60	40
51013 PW-PART TIME SALARIE	.00	.00	.00	.00	0
51016 VEHICLE COMPENSATION	.00	.00	.00	.00	0
51017 FICA	200.00	44.00	176.00	24.00	88
51018 DUTY TIME	100.00	.00	.00	100.00	0
51022 P.A.R.S SYSTEM	17,000.00	1,262.66	6,470.68	10,529.32	38
51024 EMPLOYER COMP MATCH	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	1,800.00	111.59	593.21	1,206.79	32
51046 OPEB/POST EMP BENEFI	5,800.00	753.90	3,884.44	1,915.56	66
52009 TRAINING	.00	.00	.00	.00	0
52010 HEAT,LIGHT,POWER	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	.00	.00	.00	.00	0
52013 COMMUNICATIONS	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. S	1,800.00	.00	.00	1,800.00	0
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
52020 WATER CONSERVATION P	.00	.00	.00	.00	0
53020 VEHICLE OPERATION	.00	.00	.00	.00	0
53022 OFFICE EQUIP. OPERAT	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
57041 PAVEMENT CRACK SEAL	.00	.00	.00	.00	0
57043 TRAFFIC PAINTING	.00	.00	.00	.00	0
57049 DRAINAGE IMPROVEMENT	.00	.00	.00	.00	0
TOTAL GAS TAX	<u>162,400.00</u>	<u>12,467.78</u>	<u>64,857.51</u>	<u>97,542.49</u>	<u>39</u>
TOTAL EXPENDITURES	<u>162,400.00</u>	<u>12,467.78</u>	<u>64,857.51</u>	<u>97,542.49</u>	<u>39</u>
NET REV & EXPENDITURE	55,122.00-	3,389.73-	8,359.23-	46,762.77-	15
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

003 GAS TAX

PERIOD ENDING 12/31/11

FINAL AMENDED BUDGET	***** ACTUAL *****		OVER - UNDER BUDGET	% TO DATE
	CURRENT PERIOD	YEAR TO DATE		

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

004 WATER FUND

PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39010 ESCSD/POLETA PROJECT	.00	.00	.00	.00	0
39012 WATER SERVICE COLLEC	1,166,000.00	61,300.20	727,527.51	438,472.49	62
39013 PENALTIES-WATER SERV	5,000.00	140.48	1,086.40	3,913.60	21
39014 REIMB SMALL CLAIMS	.00	.00	.00	.00	0
39015 INTEREST ON BANK DEP	6,000.00	.00	.00	6,000.00	0
39016 WATER PERMITS	.00	.00	.00	.00	0
39017 WATER MISCELLANEOUS	5,000.00	.00	2,939.49	2,060.51	58
39018 REIMB FRM FED/ST GRA	.00	.00	.00	.00	0
39019 WATER ASSESSMENT FEE	.00	.00	.00	.00	0
39026 REIMB FRM CAL TRANS	.00	.00	.00	.00	0
TOTAL REVENUES	<u>1,182,000.00</u>	<u>61,440.68</u>	<u>731,553.40</u>	<u>450,446.60</u>	<u>61</u>
EXPENDITURES					
050 WATER					
51001 SALARIES-FULL TIME	270,000.00	22,530.22	132,694.86	137,305.14	49
51002 SALARIES/PART-TIME	5,200.00	.00	856.23	4,343.77	16
51004 OVERTIME WAGES	3,000.00	.00	392.94	2,607.06	13
51007 HEALTH INSURANCE	56,000.00	4,485.72	26,016.55	29,983.45	46
51008 DENTAL INSURANCE	5,200.00	459.91	2,752.03	2,447.97	52
51009 PERS EMPLOYEE/EMPLOY	76,000.00	5,788.76	36,016.59	39,983.41	47
51010 WORKERS COMPENSATION	29,000.00	2,314.48	13,942.96	15,057.04	48
51011 MEDICARE TAX	4,200.00	330.11	1,965.29	2,234.71	46
51013 PW-PART TIME SALARIE	.00	.00	.00	.00	0
51016 VEHICLE COMPENSATION	.00	.00	.00	.00	0
51017 FICA	300.00	44.00	176.00	124.00	58
51018 DUTY TIME	4,500.00	236.25	1,586.25	2,913.75	35
51022 P.A.R.S SYSTEM	65,400.00	4,578.68	26,992.65	38,407.35	41
51024 EMPLOYER COMP MATCH	600.00	73.00	182.50	417.50	30
51025 RETIREE HEALTH INSUR	32,000.00	2,809.30	16,847.67	15,152.33	52
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	5,000.00	390.80	2,330.14	2,669.86	46
51046 OPEB/POST EMP BENEFI	20,000.00	2,664.32	15,686.11	4,313.89	78
52009 TRAINING	5,600.00	116.75	658.85	4,941.15	11
52010 HEAT,LIGHT,POWER	54,200.00	4,582.71	28,673.67	25,526.33	52
52011 ADVERTISING/PRINTING	500.00	10.78	10.78	489.22	2
52012 OFFICE SUPPLIES,POST	5,100.00	241.35	1,962.02	3,137.98	38
52013 COMMUNICATIONS	3,430.00	172.44	1,501.52	1,928.48	43
52014 MEETINGS, TRAVEL, CO	2,300.00	.00	.00	2,300.00	0
52015 PROFESSIONAL/TECH. S	30,180.00	2,546.25	15,934.56	14,245.44	52
52017 WASTE FEES	1,250.00	71.51	601.64	648.36	48
52018 SPECIAL DEPT. SUPPLI	20,000.00	567.96	7,454.94	12,545.06	37
52019 MISC. DUES & SUBSCRI	935.00	152.80	359.30	575.70	38
52020 WATER CONSERVATION P	5,000.00	400.00	1,735.36	3,264.64	34
53020 VEHICLE OPERATION	7,500.00	803.93	4,097.44	3,402.56	54
53021 SPECIAL EQUIP. OPERA	.00	120.96	120.96	120.96-	0
53022 OFFICE EQUIP. OPERAT	1,795.00	207.66	769.55	1,025.45	42
54023 BUILDING OPERATION	.00	.00	.00	.00	0
55023 EXP-SMALL CLAIMS	1,000.00	.00	.00	1,000.00	0
55024 RENTALS-REFUNDS	1,000.00	.00	864.86	135.14	86

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

004 WATER FUND
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
55027 TRANS TO FED/ST PROJ	.00	.00	.00	.00	0
55040 LITIGATION SERVICES	.00	.00	.00	.00	0
56025 DEPRECIATION	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	108,500.00	1,213.75	107,455.51	1,044.49	99
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56029 CAPITAL EQUIP. REPLA	.00	.00	.00	.00	0
56030 LOAN PAYMENT SET ASI	43,000.00	.00	21,095.78	21,904.22	49
56032 CAP EXP - COP PAYMEN	.00	.00	.00	.00	0
56500 INTEREST	.00	.00	.00	.00	0
TOTAL WATER	<u>867,690.00</u>	<u>57,914.40</u>	<u>471,735.51</u>	<u>395,954.49</u>	<u>54</u>
TOTAL EXPENDITURES	<u>867,690.00</u>	<u>57,914.40</u>	<u>471,735.51</u>	<u>395,954.49</u>	<u>54</u>
NET REV & EXPENDITURE	<u>314,310.00</u>	<u>3,526.28</u>	<u>259,817.89</u>	<u>54,492.11</u>	<u>82</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

007 LOCAL TRANSPORTATION
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39510 FROM LOCAL AGENCY	.00	.00	.00	.00	0
39512 P/Y TDA ALLOCATIONS	.00	.00	.00	.00	0
39515 MISCELLANEOUS	.00	.00	.00	.00	0
39516 REIMB FR FED/STATE G	.00	.00	.00	.00	0
39520 INTEREST ON BANK DEP	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	.00	.00	0
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

008 BOND AND TRUST FUND
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39610 AUD. RENTAL REFUND	.00	.00	.00	.00	0
39620 FOUND MONEY	.00	.00	1,156.13	1,156.13-	0
39640 BID BONDS	.00	.00	.00	.00	0
39660 OVER AND SHORTAGES	.00	.00	10.00	10.00-	0
39664 INTEREST ON DEPOSITS	.00	.00	.00	.00	0
39665 COLLECTION FEES	.00	.00	.00	.00	0
39670 CHECK RESTITUTION	.00	.00	300.00	300.00-	0
39671 CANINE DONATION	.00	.00	.00	.00	0
39673 REFUNDS	.00	.00	.00	.00	0
39678 K MART PROJECT	.00	.00	.00	.00	0
39679 TUMBLEWEED/PERFMNCE	.00	.00	.00	.00	0
39680 BSHP PAUITE DEV CORP	.00	.00	.00	.00	0
39681 IMPERIAL CHINA/PERF	.00	.00	.00	.00	0
39689 CANDIDATE STATEMENT	.00	.00	.00	.00	0
39691 COBRA - INSURANCE	.00	.00	.00	.00	0
39692 DEPOSITS - MISC.	.00	.00	.00	.00	0
39694 H.C LUMBER ACCRUED I	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>1,466.13</u>	<u>1,466.13-</u>	<u>0</u>
EXPENDITURES					
039 BOND AND TRUST					
57056 OVERAGE & SHORTAGE	.00	.00	.00	.00	0
57058 BID BONDS DEPOSITS	.00	.00	.00	.00	0
57059 FOUND MONEY	.00	.00	646.13	646.13-	0
57076 K MART&CAL TRNS 6&WY	.00	.00	.00	.00	0
57077 DEMOLITION DEPOSITS	.00	.00	.00	.00	0
57079 ERICK SCHAT REFUND	.00	.00	.00	.00	0
57081 INTEREST ON DEPOSITS	.00	.00	.00	.00	0
57086 IMPERIAL CHINA/PERF	.00	.00	.00	.00	0
TOTAL BOND AND TRUST	<u>.00</u>	<u>.00</u>	<u>646.13</u>	<u>646.13-</u>	<u>0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>646.13</u>	<u>646.13-</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	820.00	820.00-	0
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

009 TRAFFIC SAFETY
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39710 FINES & FOREFEITURES	2,000.00	3,724.48	4,532.67	2,532.67-	226
39715 PARKING CITATIONS	.00	.00	.00	.00	0
39718 REIMB FROM BSHP SCHL	.00	.00	8,250.00	8,250.00-	0
39720 OTS GRANT	23,000.00	.00	4,428.02	18,571.98	19
TOTAL REVENUES	<u>25,000.00</u>	<u>3,724.48</u>	<u>17,210.69</u>	<u>7,789.31</u>	<u>68</u>
EXPENDITURES					
090 TRAFFIC SAFETY					
51002 SALARIES/PART-TIME	9,968.00	860.00	2,797.50	7,170.50	28
51004 OVERTIME WAGES	1,592.00	.00	1,551.56	40.44	97
51007 HEALTH INSURANCE	.00	65.53-	.10	.10-	0
51008 DENTAL INSURANCE	.00	.00	.00	.00	0
51010 WORKERS COMPENSATION	490.00	118.00	540.88	50.88-	110
51011 MEDICARE TAX	100.00	12.48	63.09	36.91	63
51015 SHIFT DIFFERENTIAL P	.00	.00	.00	.00	0
51017 FICA	300.00	11.18	36.36	263.64	12
51042 UNEMPLOYMENT INS.	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	.00	.00	.00	.00	0
51046 OPEB/POST EMP BENEFI	.00	.00	40.54	40.54-	0
52009 TRAINING	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
52022 PD SPECIAL SUPPLIES	.00	.00	.00	.00	0
53020 VEHICLE OPERATION	.00	.00	.00	.00	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
TOTAL TRAFFIC SAFETY	<u>12,450.00</u>	<u>936.13</u>	<u>5,030.03</u>	<u>7,419.97</u>	<u>40</u>
TOTAL EXPENDITURES	<u>12,450.00</u>	<u>936.13</u>	<u>5,030.03</u>	<u>7,419.97</u>	<u>40</u>
NET REV & EXPENDITURE	12,550.00	2,788.35	12,180.66	369.34	97
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

010 TUT MEASURE A
PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39722 TUT MEASURE A	550,000.00	216,446.19	216,446.19	333,553.81	39
39723 REIMB FRM RURAL DIST	72,246.00	.00	41,191.44	31,054.56	57
39730 MISC	.00	.00	354.59	354.59-	0
TOTAL REVENUES	<u>622,246.00</u>	<u>216,446.19</u>	<u>257,992.22</u>	<u>364,253.78</u>	<u>41</u>
EXPENDITURES					
51001 SALARIES-FULL TIME	225,000.00	18,526.00	99,577.25	125,422.75	44
51002 SALARIES/PART-TIME	150,000.00	4,160.50	85,753.00	64,247.00	57
51007 HEALTH INSURANCE	34,000.00	2,581.12	13,679.52	20,320.48	40
51008 DENTAL INSURANCE	2,300.00	252.14	1,317.56	982.44	57
51009 PERS EMPLOYEE/EMPLOY	97,000.00	7,387.08	40,481.24	56,518.76	41
51010 WORKERS COMPENSATION	25,000.00	2,258.64	17,009.99	7,990.01	68
51011 MEDICARE TAX	4,000.00	328.99	2,687.47	1,312.53	67
51017 FICA	2,500.00	100.09	1,216.45	1,283.55	48
51022 P.A.R.S SYSTEM	.00	.00	.00	.00	0
51024 EMPLOYER COMP MATCH	1,000.00	185.00	555.00	445.00	55
51042 UNEMPLOYMENT INS.	5,000.00	.00	236.76	4,763.24	4
51043 DISABILITY INSURANCE	4,000.00	271.60	1,493.80	2,506.20	37
51046 OPEB/POST EMP BENEFI	16,000.00	2,223.12	11,949.27	4,050.73	74
52009 TRAINING	2,500.00	.00	60.00	2,440.00	2
52010 HEAT,LIGHT,POWER	42,000.00	2,475.20	13,717.72	28,282.28	32
52011 ADVERTISING/PRINTING	850.00	.00	150.00	700.00	17
52012 OFFICE SUPPLIES,POST	1,000.00	.00	468.99	531.01	46
52013 COMMUNICATIONS	6,000.00	448.95	2,696.29	3,303.71	44
52014 MEETINGS, TRAVEL, CO	600.00	8.92	52.64	547.36	8
52015 PROFESSIONAL/TECH. S	11,400.00	223.29	976.44	10,423.56	8
52017 WASTE FEES	4,000.00	555.08	2,908.16	1,091.84	72
52018 SPECIAL DEPT. SUPPLI	50,500.00	1,963.04	21,541.83	28,958.17	42
52019 MISC. DUES & SUBSCRI	1,000.00	70.00	805.00	195.00	80
53020 VEHICLE OPERATION	7,000.00	634.49	4,904.23	2,095.77	70
53021 SPECIAL EQUIP. OPERA	1,000.00	926.49	926.49	73.51	92
53022 OFFICE EQUIP. OPERAT	.00	.00	.00	.00	0
54023 BUILDING OPERATION	500.00	39.75	481.44	18.56	96
55024 RENTALS-REFUNDS	38,700.00	20.00	1,119.96	37,580.04	2
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
56028 CAPITAL EQUIPMENT	20,000.00	.00	.00	20,000.00	0
56032 CAP EXP - COP PAYMEN	.00	.00	.00	.00	0
TOTAL	<u>752,850.00</u>	<u>45,639.49</u>	<u>326,766.50</u>	<u>426,083.50</u>	<u>43</u>
TOTAL EXPENDITURES	<u>752,850.00</u>	<u>45,639.49</u>	<u>326,766.50</u>	<u>426,083.50</u>	<u>43</u>
NET REV & EXPENDITURE	130,604.00-	170,806.70	68,774.28-	61,829.72-	52
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

012 SUNRISE MHP

PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39723 REIMB FRM RURAL DIST	.00	.00	.00	.00	0
39725 INT ON BANK DEP	2,000.00	.00	.00	2,000.00	0
39730 MISC	.00	.00	.00	.00	0
39732 INSURANCE REFUND	.00	.00	.00	.00	0
39735 UTILITY CLEARING ACC	23,000.00	1,649.10	9,894.60	13,105.40	43
39736 FIRST 5 INYO GRANT	.00	.00	.00	.00	0
39740 OPERATING SUBSIDY	.00	.00	.00	.00	0
39750 RENTS-ASSISTED UNITS	52,680.00	4,160.00	25,250.00	27,430.00	47
39760 RENTS-UNASSISTED UNI	18,342.00	1,467.30	8,805.20	9,536.80	48
39811 MISC	.00	.00	.00	.00	0
095 SUNRISE MHP					
39735 UTILITY CLEARING ACC	.00	.00	.00	.00	0
TOTAL REVENUES	96,022.00	7,276.40	43,949.80	52,072.20	45
EXPENDITURES					
095 SUNRISE MHP					
51001 SALARIES-FULL TIME	13,000.00	1,268.78	7,414.14	5,585.86	57
51002 SALARIES/PART-TIME	9,100.00	758.00	4,548.00	4,552.00	49
51007 HEALTH INSURANCE	.00	229.29	1,378.57	1,378.57-	0
51008 DENTAL INSURANCE	.00	22.40	129.02	129.02-	0
51009 PERS EMPLOYEE/EMPLOY	.00	335.48	1,960.38	1,960.38-	0
51010 WORKERS COMPENSATION	.00	213.61	1,485.29	1,485.29-	0
51011 MEDICARE TAX	.00	31.12	205.54	205.54-	0
51017 FICA	200.00	11.42	88.02	111.98	44
51020 FRINGE BENEFITS	1,850.00	120.00	995.00	855.00	53
51021 UTILITIES-MANAGER	3,500.00	179.33	682.06	2,817.94	19
51022 P.A.R.S SYSTEM	.00	268.98	1,571.76	1,571.76-	0
51043 DISABILITY INSURANCE	.00	18.40	108.39	108.39-	0
51046 OPEB/POST EMP BENEFI	.00	152.26	889.71	889.71-	0
52010 HEAT,LIGHT,POWER	40,400.00	1,516.59	30,903.76	9,496.24	76
52015 PROFESSIONAL/TECH. S	2,000.00	1,221.16	1,458.56	541.44	72
52016 INSURANCE	5,000.00	.00	.00	5,000.00	0
52024 PROPERTY TAXES	600.00	.00	592.62	7.38	98
52025 PAINTING & DECORATIN	1,000.00	.00	.00	1,000.00	0
52026 SUPPLIES	1,000.00	62.01	263.87	736.13	26
52027 MAINT-SERVICE CONTRA	6,000.00	.00	1,500.00	4,500.00	25
52028 EXCESS PROGRAM PAYME	11,000.00	.00	.00	11,000.00	0
52030 MISC. ADM/EMP COMP P	2,000.00	161.94	505.95	1,494.05	25
52031 RENTING EXPENSE	150.00	.00	103.73	46.27	69
52032 ANNUAL DEBT SERVICE	4,197.00	.00	.00	4,197.00	0
52040 DISPOSAL OF ASSETS	.00	.00	.00	.00	0
55024 RENTALS-REFUNDS	.00	.00	.00	.00	0
56025 DEPRECIATION	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	5,000.00	.00	.00	5,000.00	0
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
56040 REPLACEMENT RESERVE	20,000.00	.00	.00	20,000.00	0
TOTAL SUNRISE MHP	125,997.00	6,570.77	56,784.37	69,212.63	45

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

012 SUNRISE MHP
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
TOTAL EXPENDITURES	<u>125,997.00</u>	<u>6,570.77</u>	<u>56,784.37</u>	<u>69,212.63</u>	<u>45</u>
NET REV & EXPENDITURE	29,975.00-	705.63	12,834.57-	17,140.43-	42
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

014 REDEVELOPMENT FUND
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39810 TRF FM FUNDS	.00	.00	.00	.00	0
39811 MISC	.00	.00	.00	.00	0
39999 MISC	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
EXPENDITURES					
029 REDEVELOPMENT AGENCY					
51002 SALARIES/PART-TIME	300.00	150.00	300.00	.00	100
51007 HEALTH INSURANCE	700.00	349.58	349.58	350.42	49
51008 DENTAL INSURANCE	100.00	.00	.00	100.00	0
51010 WORKERS COMPENSATION	5.00	1.45	1.45	3.55	29
51011 MEDICARE TAX	5.00	2.20	2.20	2.80	44
51017 FICA	.00	.00	.00	.00	0
51043 DISABILITY INSURANCE	10.00	.00	.00	10.00	0
52009 TRAINING	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	10.00	.00	.00	10.00	0
52013 COMMUNICATIONS	.00	.00	.00	.00	0
52014 MEETINGS, TRAVEL, CO	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
TOTAL REDEVELOPMENT AGENCY	<u>1,130.00</u>	<u>503.23</u>	<u>653.23</u>	<u>476.77</u>	<u>57</u>
TOTAL EXPENDITURES	<u>1,130.00</u>	<u>503.23</u>	<u>653.23</u>	<u>476.77</u>	<u>57</u>
NET REV & EXPENDITURE	<u>1,130.00-</u>	<u>503.23-</u>	<u>653.23-</u>	<u>476.77-</u>	<u>57</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

015 WATER IMPROVEMENT
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39999 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	.00	.00	0
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

021 CANINE DONATION
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39920 CANINE DONATIONS	.00	69.00	1,884.00	1,884.00-	0
39999 CANINE DONATIONS	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>69.00</u>	<u>1,884.00</u>	<u>1,884.00-</u>	<u>0</u>
EXPENDITURES					
52009 TRAINING	11,000.00	.00	.00	11,000.00	0
52015 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	4,815.00	189.06	2,499.81	2,315.19	51
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
TOTAL	<u>15,815.00</u>	<u>189.06</u>	<u>2,499.81</u>	<u>13,315.19</u>	<u>15</u>
TOTAL EXPENDITURES	<u>15,815.00</u>	<u>189.06</u>	<u>2,499.81</u>	<u>13,315.19</u>	<u>15</u>
NET REV & EXPENDITURE	15,815.00-	120.06-	615.81-	15,199.19-	3
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

029 HOME STREET PROJECT
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39942 HOME STREET PROJECT	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

032 CLEEPS/ENF&EQUIP PRGRM
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39968 CLEEPS REVENUE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	.00	.00	0
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

033 COPS
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39967 COPS/AB 1913	.00	.00	81,204.28	81,204.28-	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>81,204.28</u>	<u>81,204.28-</u>	<u>0</u>
EXPENDITURES					
033 COPS					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
51002 SALARIES/PART-TIME	50,000.00	5,998.18	23,358.78	26,641.22	46
51003 RESERVES-PART/TIME	16,900.00	602.48	2,509.79	14,390.21	14
51004 OVERTIME WAGES	.00	.00	.00	.00	0
51007 HEALTH INSURANCE	.00	.00	.00	.00	0
51008 DENTAL INSURANCE	.00	.00	.00	.00	0
51010 WORKERS COMPENSATION	3,000.00	334.21	1,397.35	1,602.65	46
51011 MEDICARE TAX	1,000.00	95.61	362.05	637.95	36
51015 SHIFT DIFFERENTIAL P	.00	.00	.00	.00	0
51017 FICA	1,000.00	77.99	235.18	764.82	23
51043 DISABILITY INSURANCE	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	20,000.00	575.76	9,036.97	10,963.03	45
56028 CAPITAL EQUIPMENT	.00	.00	.00	.00	0
TOTAL COPS	<u>91,900.00</u>	<u>7,684.23</u>	<u>36,900.12</u>	<u>54,999.88</u>	<u>40</u>
TOTAL EXPENDITURES	<u>91,900.00</u>	<u>7,684.23</u>	<u>36,900.12</u>	<u>54,999.88</u>	<u>40</u>
NET REV & EXPENDITURE	<u>91,900.00-</u>	<u>7,684.23-</u>	<u>44,304.16</u>	<u>136,204.16-</u>	<u>48-</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

035 MAC IVER ST EXT/STIP&TE
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39935 MAC IVER STREET	.00	.00	.00	.00	0
39999 MAC IVER STREET	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	.00	.00	0
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

036 HWY 6 & WYE RD
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39938 REIMB FROM CAL TRANS	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
EXPENDITURES					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	100.00	.00	.00	100.00	0
52012 OFFICE SUPPLIES,POST	100.00	.00	.00	100.00	0
52015 PROFESSIONAL/TECH. S	75,000.00	742.50	18,367.07	56,632.93	24
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	750,000.00	.00	.00	750,000.00	0
TOTAL	<u>825,200.00</u>	<u>742.50</u>	<u>18,367.07</u>	<u>806,832.93</u>	<u>2</u>
TOTAL EXPENDITURES	<u>825,200.00</u>	<u>742.50</u>	<u>18,367.07</u>	<u>806,832.93</u>	<u>2</u>
NET REV & EXPENDITURE	<u>825,200.00-</u>	<u>742.50-</u>	<u>18,367.07-</u>	<u>806,832.93-</u>	<u>2</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

037 HOME FUNDS/WILLOW ST
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39943 CDBG/WILLOW ST	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	.00	.00	0
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

039 GIS/GRANTS
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39944 CDBG IMACA HOUSING	.00	.00	.00	.00	0
39945 GIS TECH GRANT #1	.00	.00	.00	.00	0
39947 STIP/ROAD PROJECT A	.00	.00	.00	.00	0
39954 GIS GRANT/#2 EDBG259	.00	.00	.00	.00	0
39999 GIS GRANT/#2 EDBG259	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
EXPENDITURES					
52012 OFFICE SUPPLIES,POST	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
57046 ENVIRONMENTAL	.00	.00	.00	.00	0
57093 EDBG2599/CONTRACT SV	.00	.00	.00	.00	0
TOTAL	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	.00	.00	0
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

042 FED GRANT/B06SP/CA0082
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39946 FED GRANT/B06SP CA 0	21,928.00	.00	.00	21,928.00	0
TOTAL REVENUES	<u>21,928.00</u>	<u>.00</u>	<u>.00</u>	<u>21,928.00</u>	<u>0</u>
EXPENDITURES					
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
55059 FED GRANT/B06SP CA 0	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	<u>21,928.00</u>	<u>.00</u>	<u>.00</u>	<u>21,928.00</u>	<u>0</u>
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

043 ROAD PROJECT A
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL YEAR TO DATE	***** OVER - UNDER BUDGET	% TO DATE
REVENUES					
39947 STIP/ROAD PROJECT A	305,000.00	.00	279,646.34	25,353.66	91
TOTAL REVENUES	<u>305,000.00</u>	<u>.00</u>	<u>279,646.34</u>	<u>25,353.66</u>	<u>91</u>
EXPENDITURES					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	100.00	.00	.00	100.00	0
52012 OFFICE SUPPLIES,POST	100.00	.00	.88	99.12	0
52014 MEETINGS, TRAVEL, CO	.00	.00	.00	.00	0
52015 PROFESSIONAL/TECH. S	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	45,910.00	.00	30,002.54	15,907.46	65
56027 CAPITAL IMPROVEMENT	138,840.00	.00	81,913.57	56,926.43	58
TOTAL	<u>184,950.00</u>	<u>.00</u>	<u>111,916.99</u>	<u>73,033.01</u>	<u>60</u>
TOTAL EXPENDITURES	<u>184,950.00</u>	<u>.00</u>	<u>111,916.99</u>	<u>73,033.01</u>	<u>60</u>
NET REV & EXPENDITURE	120,050.00	.00	167,729.35	47,679.35-	139
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

046 SNEDEN IMPROVEMENTS
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL YEAR TO DATE	***** OVER - UNDER BUDGET	% TO DATE
REVENUES					
39948 STIP/SNEDEN	100,100.00	.00	.00	100,100.00	0
TOTAL REVENUES	<u>100,100.00</u>	<u>.00</u>	<u>.00</u>	<u>100,100.00</u>	<u>0</u>
EXPENDITURES					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES, POST	100.00	.00	.00	100.00	0
52014 MEETINGS, TRAVEL, CO	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	100,000.00	.00	.00	100,000.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL	<u>100,100.00</u>	<u>.00</u>	<u>.00</u>	<u>100,100.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>100,100.00</u>	<u>.00</u>	<u>.00</u>	<u>100,100.00</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	.00	.00	0
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

047 SOUTH SECOND IMPROV
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	***** ACTUAL YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39949 STIP/S SECOND ST	.00	.00	.00	.00	0
39999 STIP/S SECOND ST	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
EXPENDITURES					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	.00	.00	.00	.00	0
52014 MEETINGS, TRAVEL, CO	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	.00	.00	0
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

048 N WARREN IMPROVEMENTS
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39947 STIP/ROAD PROJECT A	30,000.00	.00	.00	30,000.00	0
39950 STIP/N. WARREN	144,000.00	.00	.00	144,000.00	0
TOTAL REVENUES	<u>174,000.00</u>	<u>.00</u>	<u>.00</u>	<u>174,000.00</u>	<u>0</u>
EXPENDITURES					
52011 ADVERTISING/PRINTING	100.00	43.10	43.10	56.90	43
55026 CONTRACT SERVICES	144,000.00	.00	.00	144,000.00	0
56026 MANGINI GRANT 98/99	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL	<u>144,100.00</u>	<u>43.10</u>	<u>43.10</u>	<u>144,056.90</u>	<u>0</u>
TOTAL EXPENDITURES	<u>144,100.00</u>	<u>43.10</u>	<u>43.10</u>	<u>144,056.90</u>	<u>0</u>
NET REV & EXPENDITURE	29,900.00	43.10-	43.10-	29,943.10	0
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

049 W. PINE IMPROVEMENTS
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL YEAR TO DATE	***** OVER - UNDER BUDGET	% TO DATE
REVENUES					
39951 STIP/W. PINE ST	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
EXPENDITURES					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	.00	.00	.00	.00	0
52014 MEETINGS, TRAVEL, CO	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	.00	.00	0
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STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

050 BUS PULLOUTS
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39952 STIP/BUS PULL OUTS	.00	.00	.00	.00	0
39999 STIP/BUS PULL OUTS	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
EXPENDITURES					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	.00	.00	.00	.00	0
52014 MEETINGS, TRAVEL, CO	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	.00	.00	0
#####	#####	#####	#####	#####	#####

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

052 GROVE ST SIDEWALKS
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39953 GROVE ST SDWLKS/SRTS	12,000.00	.00	.00	12,000.00	0
39999 GROVE ST SDWLKS/SRTS	.00	.00	.00	.00	0
TOTAL REVENUES	<u>12,000.00</u>	<u>.00</u>	<u>.00</u>	<u>12,000.00</u>	<u>0</u>
EXPENDITURES					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	12,000.00	.00	.00	12,000.00	0
TOTAL	<u>12,000.00</u>	<u>.00</u>	<u>.00</u>	<u>12,000.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>12,000.00</u>	<u>.00</u>	<u>.00</u>	<u>12,000.00</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	.00	.00	0
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

053 ENVIR CONSTRAINTS
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39954 GIS GRANT/#2 EDBG259	.00	.00	.00	.00	0
39958 ENVIR CONSTNTS/PTAG	.00	.00	.00	.00	0
39999 ENVIR CONSTNTS/PTAG	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
EXPENDITURES					
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	.00	.00	.00	.00	0
57094 ENVIR CONST/PTAG 357	.00	.00	.00	.00	0
TOTAL	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

054 E. LINE ST BRIDGE
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	***** YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39955 STIP/E. LINE ST BRID	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
EXPENDITURES					
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	.00	.00	.00	.00	0
TOTAL	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

055 JAY ST EXTENSION
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	***** ACTUAL YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39956 STIP/JAY ST EXT	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
EXPENDITURES					
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	.00	.00	.00	.00	0
52018 SPECIAL DEPT. SUPPLI	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	.00	.00	.00	.00	0
TOTAL	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	.00	.00	0
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

056 WYE RD EXTENSION
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	***** ACTUAL YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39957 STIP/WYE RD EXT	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
EXPENDITURES					
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	.00	.00	.00	.00	0
TOTAL	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	.00	.00	0
=====	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

057 SEIBU TO SCHL BIKE PATH
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39961 SEIBU TO SCHL BIKE P	50,200.00	.00	.00	50,200.00	0
TOTAL REVENUES	<u>50,200.00</u>	<u>.00</u>	<u>.00</u>	<u>50,200.00</u>	<u>0</u>
EXPENDITURES					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	100.00	.00	.00	100.00	0
52012 OFFICE SUPPLIES,POST	100.00	.00	.00	100.00	0
55026 CONTRACT SERVICES	50,000.00	.00	1,360.00	48,640.00	2
TOTAL	<u>50,200.00</u>	<u>.00</u>	<u>1,360.00</u>	<u>48,840.00</u>	<u>2</u>
TOTAL EXPENDITURES	<u>50,200.00</u>	<u>.00</u>	<u>1,360.00</u>	<u>48,840.00</u>	<u>2</u>
NET REV & EXPENDITURE	.00	.00	1,360.00-	1,360.00	0
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

058 PINE TO PARK/STIP
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL YEAR TO DATE	***** OVER - UNDER BUDGET	% TO DATE
REVENUES					
39960 PINE TO PARK STIP	50,200.00	.00	.00	50,200.00	0
39999 PINE TO PARK STIP	.00	.00	.00	.00	0
TOTAL REVENUES	<u>50,200.00</u>	<u>.00</u>	<u>.00</u>	<u>50,200.00</u>	<u>0</u>
EXPENDITURES					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	100.00	.00	.00	100.00	0
52012 OFFICE SUPPLIES,POST	100.00	.00	.00	100.00	0
55026 CONTRACT SERVICES	50,000.00	.00	4,924.00	45,076.00	9
TOTAL	<u>50,200.00</u>	<u>.00</u>	<u>4,924.00</u>	<u>45,276.00</u>	<u>9</u>
TOTAL EXPENDITURES	<u>50,200.00</u>	<u>.00</u>	<u>4,924.00</u>	<u>45,276.00</u>	<u>9</u>
NET REV & EXPENDITURE	.00	.00	4,924.00-	4,924.00	0
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

059 HANBY PAVEMENT PROJECT
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	ACTUAL YEAR TO DATE	***** OVER - UNDER BUDGET	% TO DATE
REVENUES					
39959 HANBY PAVEMENT PROJE	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
EXPENDITURES					
51001 SALARIES-FULL TIME	.00	.00	.00	.00	0
52011 ADVERTISING/PRINTING	.00	.00	.00	.00	0
52012 OFFICE SUPPLIES,POST	.00	.00	.00	.00	0
55026 CONTRACT SERVICES	.00	.00	.00	.00	0
56027 CAPITAL IMPROVEMENT	.00	.00	.00	.00	0
TOTAL	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
NET REV & EXPENDITURE	.00	.00	.00	.00	0
	=====	=====	=====	=====	=====

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

070 HOME OWNER ASSIST PRGM
 PERIOD ENDING 12/31/11

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	% TO DATE
REVENUES					
39980 HCD/HOME OWNER PROG	.00	.00	.00	.00	0
TOTAL REVENUES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>0</u>
EXPENDITURES					
52015 PROFESSIONAL/TECH. S	136,690.00	.00	.00	136,690.00	0
TOTAL	<u>136,690.00</u>	<u>.00</u>	<u>.00</u>	<u>136,690.00</u>	<u>0</u>
TOTAL EXPENDITURES	<u>136,690.00</u>	<u>.00</u>	<u>.00</u>	<u>136,690.00</u>	<u>0</u>
NET REV & EXPENDITURE	136,690.00-	.00	.00	136,690.00-	0
	=====	=====	=====	=====	=====

(f)

INVESTMENT PORTFOLIO FOR THE CITY OF BISHOP
MONTH OF NOVEMBER 2011

<u>BANK NAME</u>	<u>TYPE</u>	<u>AMOUNT</u>	<u>PERCENTAGE</u>
State Treasury	LAIF	\$4,536,227.66	.401%
TOTAL LOCAL AGENCY INVESTMENT FUND			\$4,536,227.66
TOTAL INVESTMENT PORTFOLIO			\$4,536,227.66

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

www.treasurer.ca.gov/pmia
 -laif
 January 04, 2012

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

PMIA Average Monthly Yields

Account Number:

Transactions

Tran Type Definitions

November 2011 Statement

Effective Date	Transaction Date	Tran Type	Tran Confirm Number	Authorized Caller	Amount
11/2/2011	11/2/2011	RD	1338615	CHERYL M. SOLESBEE	200,000.00
11/30/2011	11/30/2011	RW	1340794	CHERYL M. SOLESBEE	-100,000.00

Account Summary

Total Deposit:	200,000.00	Beginning Balance:	4,436,227.66
Total Withdrawal:	-100,000.00	Ending Balance:	4,536,227.66



Bill Lockyer
California State Treasurer

Pooled Money Investment Account
PMIA Average Monthly Effective Yields

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

(9)

CITY OF BISHOP

Sunrise Mobile Home Replacement Reserve Account

Statement of Fund Transactions for the period of:

July 01, 2011 thru December 31, 2011

FUND BALANCE	\$	19,070.62
Plus Receipts		
Less Expenditures		78.89
TOTAL FUND BALANCE	\$	18,991.73
Union Bank Checking Account	\$	18,991.73

cc 12-095-5205 21.57
 DO 12-095-5205 21.57



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Online Statements: Bank Account Statement

CHERYL SOLESBEE

csbishop@ca-bishop.us

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Select Bank Account:

2740029021 CITY OF BISHOP SMHP RESERVE ACCOUNT

Select Time Period:

Recent 90 Days

October 31, 2011

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

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Business MoneyMarket Account Summary

Account Number: 2740029021

Days in statement period: 31

Balance on 10/ 1	\$		19,070.62		
Total Credits			0.81	Interest	
		Other credits (1)	0.81	Paid this period	\$ 0.81
Total Debits			-22.38	Paid year-to-date	\$ 7.06
		Other debits (1)	-22.38	Interest Rates	
Balance on 10/31	\$		19,049.05	10/3/11-10/31/11	0.05%

Other credits and adjustments	Date	Description	Reference	Amount
	10/31	INTEREST PAYMENT		\$ 0.81
Other debits, fees and adjustments	Date	Description	Reference	Amount
	10/25	ANALYSIS DEFICIT SEP 2 011	90266259	\$ 22.38

21.57 }

Daily Ledger Balance	Date	Ledger Balance	Date	Ledger Balance
	10/3-10/24	\$ 19,070.62	10/31	\$ 19,049.05



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Online Statements: Bank Account Statement

CHERYL SOLESBEE

csbishop@ca-bishop.us

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Select Bank Account:

2740029021 CITY OF BISHOP SMHP RESERVE ACCOUNT

Select Time Period:

Recent 90 Days

November 30, 2011

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

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Business MoneyMarket Account Summary

Account Number: 2740029021

Days in statement period: 30

Balance on 11/ 1	\$		19,049.05		
Total Credits			0.78	Interest	
		Other credits (1)	0.78	Paid this period	\$ 0.78
Total Debits			-36.94	Paid year-to-date	\$ 7.84
		Other debits (1)	-36.94	Interest Rates	
Balance on 11/30	\$		19,012.89	11/1/11-11/30/11	0.05%

Other credits and adjustments	Date	Description	Reference	Amount
	11/30	INTEREST PAYMENT		\$ 0.78
			36.16	
Other debits, fees and adjustments	Date	Description	Reference	Amount
	11/25	ANALYSIS DEFICIT OCT 2 011	90265092	\$ 36.94

Daily Ledger Balance	Date	Ledger Balance	Date	Ledger Balance
			12-000-10103	(36.16)
			12-095-52015	36.16



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Online Statements: Bank Account Statement

CHERYL SOLESBEE

csbishop@ca-bishop.us

Statement Analyzer | CSV Export | Excel Export | PDF Statement

Select Bank Account:

2740029021 CITY OF BISHOP SMHP RESERVE ACCOUNT

Select Time Period:

Recent 90 Days

December 30, 2011

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

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Business MoneyMarket Account Summary

Account Number: 2740029021

Days in statement period: 30

Balance on 12/ 1	\$		19,012.89		
Total Credits			0.78	Interest	
	Other credits (1)	0.78		Paid this period	\$ 0.78
Total Debits			-21.94	Paid year-to-date	\$ 8.62
	Other debits (1)	-21.94		Interest Rates	
Balance on 12/30	\$		18,991.73	12/1/11-12/30/11	0.05%

Other credits and adjustments

Date	Description	Reference	Amount
12/30	INTEREST PAYMENT		\$ 0.78

Other debits, fees and adjustments

Date	Description	Reference	Amount
12/27	ANALYSIS DEFICIT NOV 2 011	90264552	\$ 21.94

Daily Ledger Balance

Date	Ledger Balance	Date	Ledger Balance
12/1-12/26	\$ 19,012.89	12/30	\$ 18,991.73

OK 12-000-10103 (21.16)
DB 12-095-52015 (21.16)

(h)

**Bishop Police Department
Interoffice Memorandum**

Date: 12/30/2011

Memo Log# BPD104-11

To: Keith Caldwell, City Administrator

From: Chris Carter, Chief of Police

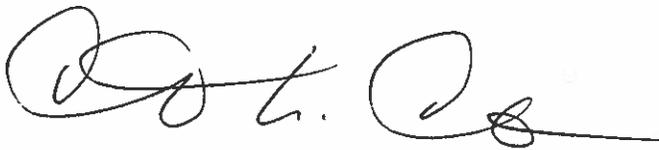
Subject: Surplus and Found Property

I request approval from the City Council to authorize destruction, release or sale of the following property per the agreement with PropertyRoom.com per City of Bishop BCO 3.48.030 (Property held for three months deemed unclaimed).

SURPLUS CITY PROPERTY

DESCRIPTION	SERIAL #	COB#
Vivitar 35mm Camera	A8551613	N/A
Epson PhotoPC Digital Camera With Battery Charger & Case	BKEL035204	N/A
Insignia Portable DVD Player With Battery Pack & Case	S019932	N/A
Vivitar 35mm Camera	A8551613	N/A
Lacie Pocket USB FDD 706018 MYFLOPPIE3 - 3-1/2" Floppy Drive	FDD000140626	N/A
Linksys PSUS4 Print Server	SF400EB04538	N/A
Mobil Vision In-Car Video Camera	113629	N/A
Motorola HSN4020B Speaker	4393	N/A
Dell Optiplex GX240 Computer	46CLF11	N/A
Epson Stylus Color 777 Printer	CP5E399591	N/A
HP Deskjet 932C Printer	MY0451C1R8	N/A
Canon i70 Printer	XAEM34261	2366
IBM NetVista Computer, Mod 46U	KCW0WCM	2366
Dell E1910Hc Flat Screen Monitor	CN0D176P6418 09AB0BRS	N/A
HP Deskjet 950C Printer	MY0BL151BT	N/A
Panasonic KX-P1180 Printer	OJKARQ37647	N/A
Okidata Microline 320 Printer	105B2856064	N/A
(2) Fellowes Locking Disk Files	N/A	N/A
Sony MVC-FD200 Digital Camera	573516	N/A
Panasonic AG-TL500P Video Cassette Recorder	K0TA00111	N/A
Penril 8202 1800 DED	9133	N/A
IBM 46U Computer	KCW0WCG	N/A
HP Laser Jet 1320 Printer	CNDC52J164	N/A
Tasco 7x50 Binoculars	B5774	N/A

Telex 30035000000 121 MONO Cassette Duplicator	39816	N/A
HP Color Laser Jet 4600n C9692A	JPCKC25742	N/A
Kensington Cassette File	N/A	N/A
Canon Laser Class 8500 Printer	UFW05871	N/A
Aopen Key Board	44317721	N/A
Mobile Vision 4V7A	113626	N/A
Sirchie 213C Fuming Cabinet	None	N/A
Sirchie FC281 Finger Print Comarator	None	N/A
HP C9661A Printer	JPFMC58583	N/A
Dictaphone 9702	289781	N/A
Identix TP-3800XCH	4503-00135	N/A
NEC LCD1700V Flatscreen Monitor	2305039GA	N/A
Plantronics Wireless Phone Headset	BE710346	N/A
2002 Chrysler E825 Gem Car	5ASAG27452F02 4410	N/A



Chris Carter, Chief of Police

Date 12-29-2011



(i)

BISHOP FIRE DEPARTMENT

P.O. Box 1236, Bishop, CA 93515

(760) 873-5485

Ray G. Seguine, Fire Chief

Memo

To: Keith Caldwell, City Administrator
From: Ray Seguine, Fire Chief
CC:
Date: 11/22/2011
Re: SURPLUS OUTDATE SCBA CYLINDERS

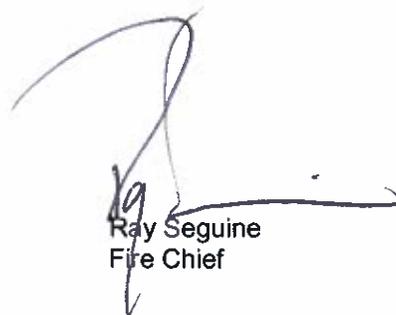
Mr. Caldwell,

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, destroy and recycle.

Thank You



Ray Seguine
Fire Chief

Copy:

File

SURPLUS SCBA CYLINDERS

33636	November/08	2011	4259
33745	November/08	2011	4226
34219	November/08	2011	4255
34229	November/08	2011	4279
34238	November/08	2011	4288
34239	November/08	2011	4256
V 5428	November/08	2011	4265
V 5449	November/08	2011	4253
V 5577	November/08	2011	4271
V 6008	November/08	2011	4280
V 6010	November/08	2011	4263
V 6017	November/08	2011	4281
V 6097	November/08	2011	4264
V 6146	November/08	2011	4239
V 5574	November/08	2011	4248

(j)



To: Keith Caldwell, Interim City Administrator

From: David Grah, Director of Public Works

Subject: Request to Surplus Semi-Trailer Storage Container

Date: 3 January 2012

Previous: None

Funding: No cost, potential small revenue

General:

Public Works requests approval to declare a semi-trailer storage container surplus.

Background:

A semi-trailer that had been converted to use as a storage container and used for general storage at the waste water treatment plant is no longer needed. The item has the following information on it:

- Manufacture Date: 11/75
- Utility CA-34911
- Identification Number: 7U68571 008
- Semi Trailer VS2DS

There has been some interest in the item from the high school, local salvage companies, and private individuals. The value of the item is low compared to the cost to relocate it and it may be most desirable for it to go to someone that will relocate at no cost in lieu of payment.

Recommendation:

It is recommended the City Council declare the semi-trailer storage container surplus and to approve the disposal of this item in a manner that is in the best interest of the city.

(K)

**City of Bishop
Planning Commission**

There will be no Planning Commission Meeting

December 27, 2011

The next regularly scheduled meeting will be

January 31, 2012

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



CITY OF BISHOP

WATER AND SEWER COMMISSION AGENDA

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

(L)

Date: January 10, 2012
7:00 P.M.

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 (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 35.102-35.104 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.

Call to Order

Pledge of Allegiance

Roll Call

Public Comment: This time is set aside to receive public comment on matters not calendared on the agenda.

Correspondence

None

Approval of Minutes

- (1) Minutes of the Water and Sewer Commission meetings held on November 8, 2011 subject for approval.

New Business

- (2) Water and sewer rates
- (3) Mammoth Brewery Company

Old Business

- (4) Meter Readings
- (5) Cash balance and revenue and expenditures update
- (6) Public Works report November and December

Staff and Commission Reports

Adjournment: The next regularly scheduled meeting will be March 13, 2012 at 7:00 P.M. in the City Council Chambers, 301 West Line Street, Bishop.

CITY OF BISHOP

(m)

Parks and Recreation Commission Minutes

October 19, 2011

CALL TO ORDER: The Parks and Recreation Commission met on October 19, 2011, the meeting was called to order at 5:15 pm in the City Council Chambers, 301 W. Line St. Bishop, CA.

PLEDGE OF ALLEGIANCE

COMMISSIONERS Cheryl McDermott-Stanford, Kellie Hallenbeck, John Weatherford, Lee Cox (entered at 5:20pm)

COMMISSIONERS ABSENT: Barry Simpson

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

APPROVAL OF MINUTES: Motion made by Commissioner Cox to approve the minutes for September 14, 2011. 2nd by Commissioner McDermott, approved unanimously.

PUBLIC COMMENT: none

CORRESPONDENCE: none

OLD BUSINESS: RC Track-

Keith shared that the information provided for the Environmental Impact Report was now going thru the approval process. It will take some time to mitigate any negatives to the area and can then move forward if approved. This has been a learning process as we have gone along and now know what each group will need to provide that has a project proposal. It will be available to the public after the Commission approves it to move forward and before the Council will review it for approval. It's on a good track now. Keith said that it has been about three weeks since he has heard from

the group during this process. He understands that it is difficult for those who have not had to go thru the process before, but it is the right way to do it. Keith also reiterated that should this project be approved by the Council that it is not a City Program. The RC group will come in and maintain it and run it as they see fit under rules and regulations provided to the public.

Dog Park – Moved to Staff Reports with Waylon Cleland

NEW BUSINESS:

STAFF REPORT:

Commissioner Interviews –

Keith shared that Kelly Hallenbeck was recommended to continue and begin her new term. There was a look at the possibility of going from 5 to 7 members upon approval. Keith wanted to get some thoughts from the current Commissioners regarding this idea. Pros and Cons of the change and of keeping the current number the same were discussed as well as setting a term limit for members of the Commission to allow for new ideas to come to the table. They currently have two interested parties that also interviewed and if the Commissioners decided to recommend a change to the Council they wouldn't be able to begin until January. It was decided to bring this back to the table at the end of the meeting for discussion.

Programs –

Dog Park – Waylon shared that the group continues to meet every two weeks and have raised roughly \$4,000 and have 300 feet of chain link fence with a possibility of another 160 feet in Lone Pine. The EIR is in progress, after that has been approved they will be able to move on to phase one of the project. He thanked Commissioners Hallenbeck and McDermott for being a part of that group.

Fit 4 Life – Melanie Beard is the coordinator for this program. There are two more classes and it will end with the Toiyabe Road Run, the race the kids have been preparing for thru this program.

Trunk or Treat – This is going to be a very busy day, starting with the Fun Run moving on to the Trunk or Treat and Thrill the World and ending with Double Feature Halloween movies. Waylon asked if any of the Commissioners were interested in volunteering to help with games and contests to let him know.

Kids Fitness- We will be trying a new program to keep kids physically fit. Instructor Patty Cummings will hold the class on Mondays and Wednesdays after school beginning November 7th.

Thanksmas- We are again planning for Thanksmas, a time where it's all about fun and games for the kids and a free night to prepare for the holidays for the parents. McDonalds will be providing dinner for the children.

Kids Night Out – There are two nights selected for our Kids Night Out program, December 9th and 16th. These will be held at JKBS from 6-8pm, we will have dinner from McDonalds, a movie, games and arts and crafts available for the kids, giving parents time to finish up for the holiday.

Basketball will be starting; a meeting has been set for November 9th.

Volleyball is also in progress with the season beginning in January.

Ski Program- This program will again be available for 6th – 8th grades and is set to start after New Years'. The staff is ready and the skis are tuned.

Tennis Socials – This is a new program for the winter months with Patty Cummings and will run every Saturday from 12-4pm weather permitting. Should a social need to be cancelled, another Saturday will be added until 6 socials have occurred.

The program guide is currently in the works with the calendar of events for 2012. The 2011 Program Guide has been replaced with an End of the Year Activities flyer with updated information. There also has been Project and Program forms put together for proposed ideas complete with supply list and budget as well as an evaluation form to go out to each participant for feedback. Waylon requested the Commissioners to review these forms and give him feedback.

Facilities –

Dan updated the Commission on the current status of the phases for the ball fields that the Little League has been working hard to get finished.

AYSO is finishing up their season so this will allow some down time for the fields that the Bishop and Mammoth High Schools won't be using.

California Department of Corrections is working on cleaning out the creek again this year. They will work for two days at \$218 per day and can also be used for upcoming projects.

The pool has been buttoned up for the winter.

The new Children's Christmas Tree has been replanted. The other one was moved back to the Arboretum area to continue growth there. A big thanks to Chalfant Big Trees for the donation and help with the plantings.

Dan let the Commissioners know that he was looking losing three employees for the season. There is still a lot going on and remaining staff will be doing everything they can to continue maintenance of the facilities.

Commissioner McDermott inquired on the recent vandalism that occurred in the Park. Dan assured her that the staff is cleaning it up as best and as quickly as they can. This was a wide spread incident that occurred all over the City, so there is a lot to clean up everywhere.

COMMISSION:

Commissioner Weatherford asked if there was anyway that the part time staff could be kept working longer. Keith said there really wasn't anyway to make that happen, the City was already looking at trying to overcome an anticipated deficit of \$600,000. Discussion continued regarding the ongoing and new programs that need attention and the current Park budget. Keith assured the Commission that staff is much appreciated, they are very talented and the ones year round are capable of keeping up on what is coming across to them. It's always a question as to whether or not the seasonal staff with return, we just hope that they have enjoyed their job and will be ready with the season begins again in the spring.

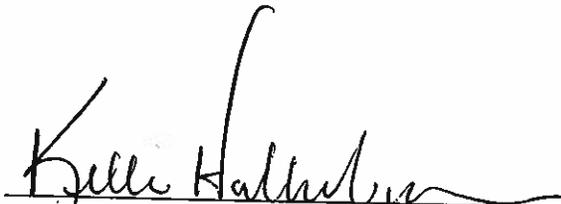
Commissioner Hallenbeck asked the staff for suggestions regarding the possible restructuring of the Commission. Dan thought it could be good, but budget needed to be taken into consideration. Waylon likes what we have but would like to see more involvement with local groups at the meetings to hear more from those outside sources.

Alex (Skandar) Reid asked to speak, the Commission granted permission, he suggested inviting these groups to come and give a presentation allowing for them to speak and give suggestions, but without the financial commitment of expanding the Commission.

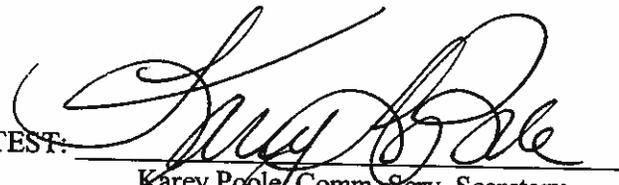
Keith said these thoughts would be shared with the Council on Monday with no definite decisions being made. The Commissioners are invited to come and share comments with the Council

ADJOURMENT

The meeting adjourned at 6:27pm. It was decided to combine November and December, cancelling the original scheduled meeting date and they will reconvene on Wednesday December 7, 2011 at 5:15pm in the City Council Chambers.


Kellie Hallenbeck, Chair

ATTEST:


Karey Poole, Comm. Serv. Secretary

BISHOP FIRE DEPARTMENT

(N)

ACTIVITY LOG

December-11

Date	RunID #	ACTIVITY	City	District	Contract	Other
1-Dec	11-0112201	Outside Trash Receptacle Fire, 602 Houston Dr.				13
2-Dec		Cooking Hood Inspection, 2206 N. Sierra Hwy			*	
4-Dec	11-0412202	Odor of Propane, Inside, 2272 Longview Drive			19	
5-Dec	11-0512203	Fire Alarm Act. Malfunction, Laws Museum Laws			14	
5-Dec	11-0512204	Brush Fire, Field west of Sierra St.		19		
5-Dec	11-0512205	Chimney Fire, 2355 Brigadoon Ave.			20	
6-Dec		Training/Classroom, New Radio's Orientation		12	12	
7-Dec		Departmental Meeting		15	14	
8-Dec		Fire and Life Safety Inspection 2206 N. Sierra Hwy			*	
14-Dec		Work Night		11	12	
18-Dec	11-1812206	Grass Fire, 2863 Tibec Street				24
20-Dec		Final Inspection 2206 N. Sierra Hwy			*	
20-Dec	11-2012207	Rescue from Equipment, 688 North Main St. City Park			*	
20-Dec		Training/Tower, SCBA Search and Rescue		10	10	
21-Dec		Departmental Meeting		12	12	
22-Dec	11-2212208	Dumpster Fire, Near 1426 Matlick Ln, Glenwood TPrk			10	
23-Dec	11-2312209	Water in Residence, 3502 Ranch Road			20	
23-Dec		Day Training/Drill, Master Stream Deployment		1	1	
23-Dec	11-2312210	Three Vehicle T.C., Front of 310 So. Main Street			17	
27-Dec		Plan Check, Sprinkler, Bishop Tribe Elders Building				*
28-Dec		Training/Classroom, Hazmat, First Responder Awareness		3	3	
28-Dec		Work Night		6	6	
28-Dec	11-2812211	Vehicle vs. Pole, Front of 2035 No. Sierra Highway			21	
29-Dec		Inspection 369 W Pine St., Sterling Heights			*	

11 * Denotes 101 Response Only

Total Responding Personnel

City	106
District	198
Contract	24
Other	13

Totals Calls

3
6
1
1
<hr/> 11



PATROL STATISTICS
REPORTING PERIOD: 2010

01/03/2012

Statistic	Count
Total Incidents	14496
Calls for Service	6109
Officer Initiated Incidents	8387
Traffic Stops	2462
Other OIA Incidents	5925
Bus/Building checks	335
Veh/Ped Check	336
Total Officer Reports	975
Accident	66
Criminal Accident	6
Felony	102
Information	453
Infraction	2
Misdemeanor	343
Unclassified Reports	3
Total Misdemeanor & Felony Arrests	316
Misdemeanor Arrests	257
Felony Arrests	59
Total Citations	1538
Bicycle	7
BISHOP MUNI CODE	173
CIVIL	1
FELONY	1
Infraction	546
Misdemeanor	130
Moving Vehicle	6
Parking	557
Unclassified	117
FIs	6

(0)

ANNUAL 2010

**PATROL STATISTICS
REPORTING PERIOD: 2011**

01/03/2012

Statistic	Count
Total Incidents	14489
Calls for Service	7294
Officer Initiated Incidents	7195
Traffic Stops	2662
Other OIA Incidents	4533
Bus/Building checks	215
Veh/Ped Check	351
Total Officer Reports	1008
Accident	43
Criminal Accident	4
Felony	104
Information	505
Infraction	9
Misdemeanor	339
Unclassified Reports	4
Total Misdemeanor & Felony Arrests	276
Misdemeanor Arrests	206
Felony Arrests	70
Total Citations	1457
Bicycle	1
BISHOP MUNI CODE	269
FELONY	7
Infraction	551
Misdemeanor	145
Moving Vehicle	33
Parking	318
Unclassified	133
FIs	0

ANNUAL 2011



CITY OF BISHOP

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

(P)

Department of Public Works Building Permits Issued 12/2011

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
Commercial					
12/13/2011	Kmart / Sears 1200 North Main Street Accurate Construction Co. Inc.	sign	\$17,500.00	\$3.68	\$1.00
12/5/2011	Steve's Auto Parts 555 South Main Street Rocky Jack's Roofing Service	re roof	\$2,000.00	\$0.50	\$1.00
12/1/2011	Dan Dinsmoor 926 North Main Street Jarvis Construction	renovations	\$8,950.00	\$1.88	\$1.00
12/1/2011	SCE Brad Stewart, Corporate S 374 Lagoon Street Whipple Construction Services,	temporary trailer	\$9,000.00	\$1.89	\$1.00
12/5/2011	SCE Brad Stewart, Corporate S 374 Lagoon St Whipple Construction Services,	Demo/tenant improvements	\$68,000.00	\$10.54	\$3.00
Commercial Totals			\$105,450.00	\$18.49	\$7.00
Residential					
12/27/2011	Alan McKittrick 783 North Main Street G. Batchelder Enterprises	stove	\$2,194.89	\$0.00	\$0.00
12/15/2011	George Clarkson 410 Sierra Street Duncan's Plumbing	water heater	\$1,000.00	\$0.00	\$0.00
12/15/2011	Rosaura Laguna 128 Sneden Street owner	remodel	\$15,270.00	\$1.53	\$1.00
12/7/2011	Neighborhood Church 315 E South St Bell Roofing	re roof	\$5,500.00	\$0.55	\$1.00

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
12/5/2011	Patrick Twomey 730 Grove Street Bishop Heating & A/C Inc.	propane furnace replacement	\$3,604.22	\$0.00	\$0.00
		Residential Totals	\$27,569.11	\$2.08	\$2.00



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

Public Works Report

December 2011

Water

1. Replaced failing 3/4 inch galvanized water service at 387 West Elm Street.
2. Continued potholing various locations to verify water main sizes and material along South Warren Street in anticipation of the future street improvement project. This work will help determine which water mains need to be replaced with the project.
3. Replaced leaking 3/4 inch curb stop valve at the city park.
4. Finalized a change order with Stantec to install SCADA at Well 1.
5. Located valve boxes for various customers.
6. Continued work with Resource Concepts Inc. to design a solution to keep the 12 inch main full between Well 4 and the storage tank.
7. Experienced freezing issues with fresh water supply to chlorine generator. Problem was solved with more coverage over pipe.
8. Performed grounds maintenance at Wells 2 and 4 as well at the tank site.
9. Took monthly readings of all water meters.
10. Took routine bacteria samples.

Sewer

1. Awarded the Park Sewer Reconstruction project to Conspec in the amount of \$83,120.
2. Installed a new manhole at the top of the 6 inch sewer main under East Line Street just west of Hanby Avenue.
3. Continued extensive cleanup of the Waste Water Treatment Plant. This effort will include disposal of about 60 drums and numerous surplus pieces of equipment and vehicles.
4. Put into operation the new compressor system at the Johnston Drive Lift Station.
5. Sludge judged Pond 1 for sludge depths.
6. Reroofed sludge pumps building.

7. Began cooperative effort with Eastern Sierra Community Services District to investigate and potentially mitigate elevated levels of Nitrogen in monitoring wells in the shared discharge lands.
8. SCADA work continues.
9. Cleaned sludge and grit drying beds.
10. Moved screened dirt from the Waste Water Treatment Plant to the 40 acre pasture to fill low areas that pond per our Discharge Permit.
11. Performed grounds maintenance at the Waste Water Treatment Plant.
12. Made routine inspections of grease interceptors.
13. Generated a No Spill Certification for the State and reported the same.
14. Performed routine main line cleaning in trouble areas.
15. Continued very slow work with consultant on Headworks project.

Streets

1. Ground down potential trip hazards on all sidewalks in and around the City Hall complex.
2. Completed weekly sweeping efforts to remove all leaves from city streets and alleys.
3. Patched potholes and cracks that presented possible safety issues in the City Hall and Fire Department parking lots.
4. Added decomposed granite to low street shoulders in various locations.
5. Participated in Inyo Local Transportation Commission meeting.
6. Met with several consultants concerning Warren Street Improvements project.
7. Met with Nolte as they begin design work on the Sneden Street Improvements project.
8. Submitted revised final billing to Caltrans for Road Improvement Project A.
9. Provided input and support to consideration of Street Vendor Permits.
10. Attempted to resolve Lost Angeles Department of Water and Power issues on the Wye Road Storm Drain project.
11. Worked on National Environmental Policy Act document for Pine to Park Path project.

Miscellaneous

1. Provided traffic control for the annual Christmas parade.

2. Provided weekly Tail Gate Safety for the Public Works Crew
3. Hauled trash and debris from Fowler Pit to the Sunland Landfill.
4. Performed maintenance to light trucks and equipment.
5. Reviewed and developed proposed updates for a number of General Fund fees.
6. Worked with Bauer Planning and Environmental Services on Sustainable Communities grants for updates of various elements of General Plan.
7. Released Request for Proposals for consultant to do work on third Municipal Geographic Information System (GIS) Community Development Block Grant (CDBG).

Sewer Fund Monthly Balances 2011/2012

(R)

		End Previous	Change		
Start of Year Combined		\$ 524,795.77	\$ 470,564.53	\$ (54,231.24) Under in capital	
Non capital (6 months)		\$ 280,300.00	\$ 280,300.00	\$ - No change	
Capital		\$ 244,495.77	\$ 190,264.53	\$ (54,231.24) Under in capital	
		Start Balance	Expend	Revenue	End Balance
July	Combined	\$ 524,795.77	\$ 64,589.91	\$ 307,100.00	\$ 767,305.86
	Non Capital	\$ 280,300.00	\$ 58,829.67	\$ 181,189.00	\$ 402,659.33
	Capital	\$ 244,495.77	\$ 5,760.24	\$ 125,911.00	\$ 364,646.53
August	Combined	\$ 767,305.97	\$ 88,532.02	\$ 73,473.61	\$ 752,247.56
	Non Capital	\$ 402,659.33	\$ 52,461.69	\$ 43,349.43	\$ 393,547.07
	Capital	\$ 364,646.53	\$ 36,070.33	\$ 30,124.18	\$ 358,700.38
September	Combined	\$ 752,247.56	\$ 66,909.47	\$ 70,996.24	\$ 756,334.33
	Non Capital	\$ 393,547.07	\$ 53,076.20	\$ 41,887.78	\$ 382,358.65
	Capital	\$ 358,700.38	\$ 13,833.27	\$ 29,108.46	\$ 373,975.57
October	Combined	\$ 756,334.33	\$ 89,713.12	\$ 57,888.79	\$ 724,510.00
	Non Capital	\$ 382,358.65	\$ 55,814.69	\$ 34,154.39	\$ 360,698.35
	Capital	\$ 373,975.57	\$ 33,898.43	\$ 23,734.40	\$ 363,811.54
November	Combined	\$ 747,809.45	\$ 63,594.87	\$ 65,313.45	\$ 749,528.03
	Non Capital	\$ 360,698.35	\$ 63,594.87	\$ 38,534.94	\$ 335,638.41
	Capital	\$ 363,811.54	\$ -	\$ 26,778.51	\$ 390,590.06
December	Combined	\$ 749,528.03	\$ 57,925.56	\$ 55,463.57	\$ 747,066.04
	Non Capital	\$ 335,638.41	\$ 54,792.75	\$ 32,723.51	\$ 313,569.17
	Capital	\$ 390,590.06	\$ 3,132.81	\$ 22,740.06	\$ 410,197.31
January	Combined	\$ 747,066.04			\$ 747,066.04
	Non Capital	\$ 313,569.17	\$ -	\$ -	\$ 313,569.17
	Capital	\$ 410,197.31		\$ -	\$ 410,197.31
February	Combined	\$ 747,066.04			\$ 747,066.04
	Non Capital	\$ 313,569.17	\$ -	\$ -	\$ 313,569.17
	Capital	\$ 410,197.31		\$ -	\$ 410,197.31
March	Combined	\$ 747,066.04			\$ 747,066.04
	Non Capital	\$ 313,569.17	\$ -	\$ -	\$ 313,569.17
	Capital	\$ 410,197.31		\$ -	\$ 410,197.31
April	Combined	\$ 747,066.04			\$ 747,066.04
	Non Capital	\$ 313,569.17	\$ -	\$ -	\$ 313,569.17
	Capital	\$ 410,197.31		\$ -	\$ 410,197.31
May	Combined	\$ 747,066.04			\$ 747,066.04
	Non Capital	\$ 313,569.17	\$ -	\$ -	\$ 313,569.17
	Capital	\$ 410,197.31		\$ -	\$ 410,197.31
June	Combined	\$ 747,066.04			\$ 747,066.04
	Non Capital	\$ 313,569.17	\$ -	\$ -	\$ 313,569.17
	Capital	\$ 410,197.31		\$ -	\$ 410,197.31
End of Year Combined					
Capital %				41%	

Water Fund Monthly Balances 2011/2012

(5)

		Start of Year Combined	End Previous	Change	
		\$853,192.74	\$ 1,144,727.07	\$ 291,534.33	Several projects
Non capital (6 months)		\$ 311,940.00	\$ 311,940.00	\$ -	No change
Capital		\$ 541,252.74	\$ 832,787.07	\$ 291,534.33	Several projects
		Start Balance	Expend	Revenue	End Balance
July	Combined	\$ 853,192.74	\$ 169,315.36	\$ 368,106.90	\$ 1,051,984.28
	Non Capital	\$ 311,940.00	\$ 106,411.14	\$ 228,226.28	\$ 433,755.14
	Capital	\$ 541,252.74	\$ 62,904.22	\$ 139,880.62	\$ 618,229.14
August	Combined	\$ 1,051,984.28	\$ 83,573.34	\$ 86,643.91	\$ 1,055,054.85
	Non Capital	\$ 433,755.14	\$ 56,310.09	\$ 53,719.22	\$ 431,164.27
	Capital	\$ 618,229.14	\$ 27,263.25	\$ 32,924.69	\$ 623,890.58
September	Combined	\$ 1,055,054.85	\$ 103,940.77	\$ 76,072.46	\$ 1,027,186.54
	Non Capital	\$ 431,164.27	\$ 80,467.99	\$ 47,164.93	\$ 397,861.21
	Capital	\$ 623,890.58	\$ 23,472.78	\$ 28,907.53	\$ 629,325.33
October	Combined	\$ 1,027,186.54	\$ 64,475.79	\$ 73,395.42	\$ 1,036,106.17
	Non Capital	\$ 397,861.21	\$ 71,874.28	\$ 45,505.16	\$ 371,492.09
	Capital	\$ 629,325.33	\$ (7,398.49)	\$ 27,890.26	\$ 664,614.08
November	Combined	\$ 1,045,647.68	\$ 53,112.43	\$ 74,408.97	\$ 1,066,944.22
	Non Capital	\$ 371,492.09	\$ 53,112.43	\$ 46,133.56	\$ 364,513.22
	Capital	\$ 664,614.08	\$ -	\$ 28,275.41	\$ 692,889.49
December	Combined	\$ 1,066,944.22	\$ 58,629.37	\$ 62,155.65	\$ 1,070,470.50
	Non Capital	\$ 364,513.22	\$ 57,415.62	\$ 38,536.50	\$ 345,634.10
	Capital	\$ 692,889.49	\$ 1,213.75	\$ 23,619.15	\$ 715,294.89
January	Combined	\$ 1,070,470.50			\$ 1,070,470.50
	Non Capital	\$ 345,634.10	\$ -	\$ -	\$ 345,634.10
	Capital	\$ 715,294.89		\$ -	\$ 715,294.89
February	Combined	\$ 1,070,470.50			\$ 1,070,470.50
	Non Capital	\$ 345,634.10	\$ -	\$ -	\$ 345,634.10
	Capital	\$ 715,294.89		\$ -	\$ 715,294.89
March	Combined	\$ 1,070,470.50			\$ 1,070,470.50
	Non Capital	\$ 345,634.10	\$ -	\$ -	\$ 345,634.10
	Capital	\$ 715,294.89		\$ -	\$ 715,294.89
April	Combined	\$ 1,070,470.50			\$ 1,070,470.50
	Non Capital	\$ 345,634.10	\$ -	\$ -	\$ 345,634.10
	Capital	\$ 715,294.89		\$ -	\$ 715,294.89
May	Combined	\$ 1,070,470.50			\$ 1,070,470.50
	Non Capital	\$ 345,634.10	\$ -	\$ -	\$ 345,634.10
	Capital	\$ 715,294.89		\$ -	\$ 715,294.89
June	Combined	\$ 1,070,470.50			\$ 1,070,470.50
	Non Capital	\$ 345,634.10	\$ -	\$ -	\$ 345,634.10
	Capital	\$ 715,294.89		\$ -	\$ 715,294.89
End of Year Combined					
Capital %				38%	

CORRECTIONS STANDARDS AUTHORITY

600 Bercut Drive

Sacramento, CA 95811

916-445-5073

www.cdcr.ca.gov/Divisions_Boards/CSA

5(a)

**RECEIVED****JAN 04 2012****CITY OF BISHOP**

December 29, 2011

Chris Carter, Chief
City of Bishop Police Department
207 W Line Street
Bishop CA 93514

CORRECTIONS STANDARDS AUTHORITY 2010-2012 BIENNIAL INSPECTION

PENAL CODE SECTION 6031; WELFARE AND INSTITUTIONS CODE SECTION 209; JUVENILE JUSTICE AND DELINQUENCY PREVENTION ACT

Dear Chief Carter:

On August 31, 2011, Corrections Standards Authority¹ (CSA) staff conducted the biennial inspection of the Bishop City Jail pursuant to Penal Code Section 6031 and Welfare and Institutions Code (WIC) Section 209. The facility was inspected for compliance with the Minimum Standards for Local Detention Facilities as outlined in Titles 15 and 24, California Code of Regulations and the federal Juvenile Justice and Delinquency Prevention Act (JJDPA) requirements for holding minors.

The inspection consisted of a review of applicable policies and procedures governing the operation of the facility, staff interviews and a review of documentation to verify that your practices follow your written procedures, and a walk-through of the physical plant.

Officer Rick Beall and you were present during the inspection and assisted by answering questions and clarifying procedural issues. Your involvement in the inspection process was extremely valuable. The professionalism and courtesy extended was greatly appreciated.

The complete CSA inspection report is enclosed and consists of this transmittal letter; inspection cycle information sheet identifying the facility and listing any areas of non-compliance; the Procedures Checklist outlining applicable Title 15 sections; the Physical Plant Evaluation outlining Title 24 requirements for design²; and, the Living Area Space Evaluation that summarizes the detention facility's physical plant configuration.

We encourage continuing the practice of maintaining a permanent file for historical copies of all inspections. This file should be the first point of reference when preparing for all future inspections.

¹ The Corrections Standards Authority was formerly known as the Board of Corrections.

² Facilities are assessed against Title 24 requirements in place at the time of design or significant remodel to the jail

Local Inspections

In addition to a biennial inspection by the CSA, inspections are also required annually by the County Health Officer and biennially by the State Fire Marshal or an authorized representative (Health and Safety Code Sections 101045 and 13146.1). Please consider our report in conjunction with the reports from the County Health Officer and the Bishop City Fire Department for a comprehensive perspective of your facility.

Fire Inspection:

The Bishop City Fire Department conducted a Fire/Life Safety Inspection on September 9, 2011. A fire clearance was granted.

Health Inspections:

The local health authority inspection includes evaluation of medical and mental health services, nutritional requirements, and environmental health standards. The dates of the latest inspection, any issues of non-compliance and corrective action taken are listed below:

Health Inspection	Date	Non-Compliance Issues	Corrective Action
Environmental	9/16/2011	None	None required.
Medical/Mental Health	9/19/2011	None	None required.
Nutrition	N/A	None	None required.

CSA Inspection

Physical Plant:

Completed in 1978, the Bishop City Jail is evaluated as a Temporary Holding facility under 1976 Title 24 standards. Juveniles in detention are placed in the report writing room next to the jail. No issues of non-compliance with Title 24 standards were identified.

Procedures Checklist:

Adult Inspection

During the inspection, CSA staff reviewed applicable policy, procedures, practices and supporting documentation where necessary for compliance with Title 15 regulations. During the inspection we reminded everyone to ensure the most recent manual incorporating each of the updated procedures should be the only manual present in the jail facility.

Juvenile Inspection

Pursuant to WIC Section 209 we reviewed policy, procedures, practice and supporting documentation related to the requirements Title 15 Article 9 – Minors in Custody in a Law Enforcement Facility. No issues of non-compliance were identified.

We strongly encourage continued management oversight related to the detention of minors as compliance with WIC Section 207.1(d) is required to maintain suitability for the confinement of minors in law enforcement facilities.

Juvenile Justice and Delinquency Prevention Act Compliance Monitoring:

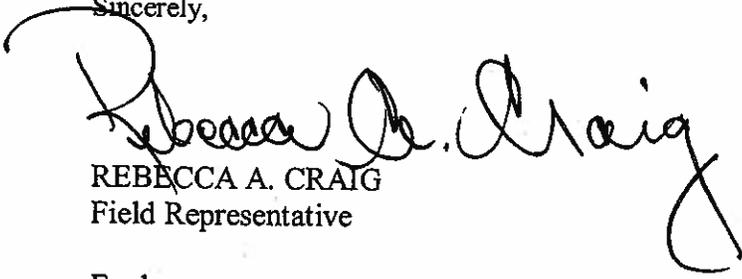
In accordance with the JJDP, CSA monitors law enforcement facilities for compliance with three core requirements of the Act: Deinstitutionalization of Status Offenders, Separation of Juveniles from Incarcerated Adults, and Removal from Adult Jails and Lockups (6-hour secure detention limitation). No violations of the JJDP were identified.

Corrective Action Plan:

There were no deficiencies that require follow-up.

This concludes our inspection report for the 2010-2012 inspection cycle. We would like to thank you and your staff involved in the inspection process for their hospitality and courtesy extended during the inspection. If you have questions, concerns, or if we can be of any assistance to you, please contact me at 916-324-2600 or E-mail at rebecca.craig@cdcr.ca.gov.

Sincerely,



REBECCA A. CRAIG
Field Representative

Enclosures

cc: Chair, City Council *
City Manager, Bishop*
Presiding Judge, Superior Court, Inyo County*
Grand Jury Foreman, Superior Court, Inyo County*

* Copies of the full inspection report are available upon request.

(b)

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 4800 STOCKDALE HWY
 STE 213
 BAKERSFIELD, CA 93309
 (661) 395-2731

File Number: **517268**
 Receipt Number: **2088258**
 Geographical Code: **1401**
 Copies Mailed Date: **December 8, 2011**
 Issued Date:

RECEIVED
DEC 15 2011
CITY OF BISHOP

DISTRICT SERVING LOCATION: BAKERSFIELD
First Owner: **FLYERS ENERGY LLC**
Name of Business: **BISHOP SHELL**
Location of Business: **466 S MAIN ST**
BISHOP, CA 93514-3421

County: **INYO**
Is Premise inside city limits? **Yes**
Mailing Address: **2360 LINDBERGH ST**
(If different from premises address) **AUBURN, CA 95602-9562**

Census Tract **0004.00**

Type of license(s): **20**

Transferor's license/name: **363335 / FLEET CARD FUELS**

Dropping Partner: Yes No

<u>License Type</u>	<u>Transaction Type</u>	<u>Fee Type</u>	<u>Master</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
20 - Off-Sale Beer And Wine	ANNUAL FEE	NA	Y	0	12/05/11	\$254.00
20 - Off-Sale Beer And Wine	PERSON-TO-PERSON TRANSFER	NA	Y	0	12/05/11	\$50.00
NA	ISSUE TEMPORARY PERMIT	NA	N	1	12/05/11	\$100.00
Total						\$404.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of INYO

Date: December 5, 2011

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Applicant Name(s)

Applicant Signature(s)

FLYERS ENERGY LLC

See 211 Signature Page

Department of Alcoholic Beverage Control
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)
 ABC 211 (6/99)

State of California

(c)

COPY

TO: Department of Alcoholic Beverage Control
 4800 STOCKDALE HWY
 STE 213
 BAKERSFIELD, CA 93309
 (661) 395-2731

File Number: **517856**
 Receipt Number: **2090731**
 Geographical Code: **1401**
 Copies Mailed Date: **December 27, 2011**
 Issued Date:

DISTRICT SERVING LOCATION: **BAKERSFIELD**

RECEIVED
DEC 30 2011
CITY OF BISHOP

First Owner: **BISHOP PAIUTE TRIBE**
 Name of Business: **PAIUTE PALACE CASINO**
 Location of Business: **2742 N SIERRA HIGHWAY
 BISHOP, CA 93514-2218**

County: **INYO**

Is Premise inside city limits? **Yes** Census Tract **0004.00**

Mailing Address:
 (If different from
 premises address)

Type of license(s): **41**

Transferor's license/name: Dropping Partner: Yes ___ No **X**

<u>License Type</u>	<u>Transaction Type</u>	<u>Fee Type</u>	<u>Master</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
41 - On-Sale Beer And Wine	ORIGINAL FEES	NA	Y	0	12/27/11	\$300.00
41 - On-Sale Beer And Wine	ANNUAL FEE	NA	Y	0	12/27/11	\$350.00
NA	STATE FINGERPRINTS	NA	N	2	12/27/11	\$78.00
NA	FEDERAL FINGERPRINTS	NA	N	2	12/27/11	\$48.00
Total						\$776.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of INYO

Date: December 27, 2011

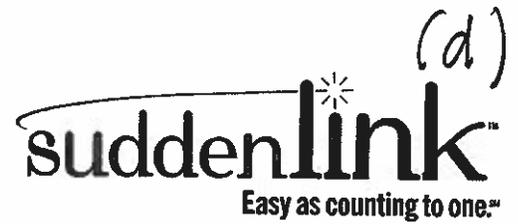
Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Applicant Name(s)

Applicant Signature(s)

BISHOP PAIUTE TRIBE

See 211 Signature Page



DECEMBER 9, 2011

RECEIVED
DEC 12 2011
CITY OF BISHOP

Mr. James Southworth
City of Bishop
P.O. Box 1236
Bishop, CA 93515

Dear Mr. Southworth:

On Wednesday, January 11th, the TV Guide Channel will be removed from the Suddenlink channel lineup. Comprehensive channel programming information is now available on all Suddenlink digital boxes and at www.suddenlink.net.

If you have any questions regarding this change, feel free to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Oelkers", is written over the typed name.

Jason Oelkers
System Manager
Suddenlink Communications
530.550.3922

TO: CITY COUNCIL

FROM: KEITH CALDWELL, INTERIM CITY ADMINISTRATOR KSC

SUBJECT: **PUBLIC HEARING - Environmental Initial Study and Draft Negative Declaration - Draft Mobility Element**

DATE: January 9, 2012

Attachments: Staff Memo

Draft Negative Declaration on the proposed 2012 City of Bishop Mobility Element Update

BACKGROUND/SUMMARY

The City of Bishop is updating the Mobility Element, which is an essential part of the City's General Plan. The Mobility Element focuses on the transportation needs of the community including driving, walking and accessibility to transit and air services.

A Draft Negative Declaration has been prepared to comply with the CEQA Initial Study and proposed for inclusion into the City of Bishop 2012 Mobility Element General Plan Update. Final determination of the Draft Negative Declaration is scheduled for the February 13, 2012 City Council meeting.

This public hearing is scheduled to consider citizen input. No action is scheduled under New Business for this meeting.

RECOMMENDATION

Conduct a public hearing regarding the Draft Mobility Element Initial Study and Negative Declaration.

Memorandum

January 3, 2012

To: Keith Caldwell, City Administrator *KSC*

From: Gary Schley, Public Services Officer *AS*

Subject: Public Hearing for an Environmental Initial Study and draft Negative Declaration regarding the City of Bishop draft Mobility Element.

Project Title: Draft Negative Declaration / City of Bishop proposed 2012 Mobility Element.

Project Proponent: City of Bishop
P.O. Box 1236
Bishop, CA 93515

Background: The City of Bishop is currently updating its Mobility Element, which is an important part of the overall General Plan. The update focuses on transportation needs of the community including driving, cycling, walking, and accessibility to transit and air services. In keeping with CEQA an Initial Study has been completed and a draft Negative Declaration has been prepared for the proposed City of Bishop 2012 Mobility Element General Plan Update.

The purpose of this scheduled public hearing is to hear and consider citizen input on the project Environmental Initial Study and draft Negative Declaration. Citizen comments will be reviewed by staff and incorporated into the Initial Study. Final determination of the draft Negative Declaration is scheduled for the February 13, 2012 City Council meeting.

The Draft Mobility Element may be reviewed at www.ca-bishop.us,

Recommendation: Hold Public Hearing regarding draft Mobility Element Initial Study and Negative Declaration.

DRAFT NEGATIVE DECLARATION



CITY OF BISHOP PROPOSED 2012 MOBILITY ELEMENT UPDATE

LEAD AGENCY:

City of Bishop
377 West Line Street
Bishop, CA 93514
Contact: Gary Schley (760) 873-8458

Background, Authority and Purpose

California law (Government Code Sec. 65300 et seq.) requires every California city to develop its own plan for the future, a plan that helps its resident's document how they want to grow, develop and prosper. At a minimum this plan, called a general plan must address seven basic elements:

- Land Use
- Circulation
- Housing
- Public Safety
- Open Space
- Conservation
- Noise

Bishop last adopted a Circulation Element update in 1994 and there has not been a comprehensive technical review and update of the Circulation Element since that time. The City Council has determined that the existing Circulation Element must be updated to better address the technological, environmental, economic, and demographic changes that have affected Bishop since the 1994 plan was adopted. The updated Circulation Element has the new name Mobility Element.

Discretionary Actions

No approvals, improvements or entitlements are currently proposed in conjunction with the Mobility Element or this Negative Declaration. At such time as a discretionary Mobility Element component is proposed for implementation, project-level CEQA analysis will be prepared to evaluate potential impacts on the environment. In addition to the City of Bishop review and approval requirements for individual Mobility Element projects, a variety of permits and approvals with associated environmental review procedures may be required from local, regional, state and federal agencies including but not limited to the following:

- California Department of Transportation
- County of Inyo
- Bishop Paiute Tribe
- City of Los Angeles Department of Water and Power
- California Department of Fish and Game
- Great Basin Unified Air Pollution Control District
- Bureau of Land Management
- U.S. Forest Service
- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Service

Project Description

The City of Bishop is proposing an update of the General Plan Mobility Element. The purpose of the Mobility Element update is to identify and analyze existing and projected transportation needs and opportunities for all travel modes, and to identify goals, policies and actions which the City intends to implement to address those needs.

In reviewing the existing Circulation Element, the Planning Department determined that growth within the City is relatively stable and generally consistent with the adopted General Plan. The 2011 update should therefore refine the community's circulation goals by focusing on environmental, design and quality of life standards. Compared to the 1994 document, the proposed update places more emphasis on public transit, bicycle and pedestrian circulation options, long-term economic and community goals that are supported by an effective circulation system, and early planning to take advantage of opportunities that may facilitate long-term circulation improvement goals. This broader framework is reflected in the new title of 'Mobility Element.'

The Mobility Element contains a roadway component that describes the City's arterial street system, a component that describes 'opportunity areas' where long-term solutions are proposed for traffic issues, a component that addresses 'other transportation modes (including bicycles, public transportation, air services, and pedestrians), and a component that sets forth goals, policies and implementing actions. The Mobility Element is supported by a separate Transportation Report that is not part of the General Plan but provides technical information in support of the Mobility Element and can be updated regularly to ensure timely and accurate consideration of existing and future conditions, current studies, and recommendations regarding implementation projects and other actions.

The draft Mobility Element provides information relative to arterial design standards, traffic calming, local community circulation and access, long-term opportunity planning areas, public transit and cycling and pedestrian movement, the relationship between circulation and economic development, and other initiatives designed to respect the high quality of life in Bishop and its scenic and environmental resources.

The draft Mobility Element does not propose an alternate truck route; this was dropped in response to input received during community workshops and open house meetings. The Mobility Element proposes no increases in overall intensity or capacity beyond the numbers envisioned by the 1994 Circulation Element. None of the proposed road system improvements would require that existing land uses be displaced, rezoned or obtained through eminent domain: projects that would impact existing land uses have been grouped into the Opportunity Areas where improvements would be pursued only if needed properties are made available by the owners. Finally, physical improvements associated with the Mobility Element cannot be implemented without further review: each future project will be subject to environmental review consistent with requirements of the California Environmental Quality Act (CEQA) at such time as it is proposed for consideration.

Project Location

The City of Bishop is a scenic community located on the eastern slopes of the Sierra Nevada mountains in the northernmost part of Inyo County. Principal streets in the study area include 3 State Highways (Highway 395, which also comprises Main Street and North Sierra Highway), Highway 168 (West Line Street within the City), and Highway 6 (North Main Street near the northern city limit). The Mobility Element study area includes all of the City of Bishop as well as lands within the ownership and/or jurisdiction of the Bishop Piute Tribe, the County of Inyo, the City of Los Angeles Department of Water and Power, and the California Department of Transportation. **Exhibit A** depicts the City of Bishop corporation boundary as well as the larger Mobility Element study area.

Proposed Findings

After completing the initial study analysis, the Planning Department found that this project is consistent with the basic growth assumptions of the original Circulation Element. Additionally, the update provides for a wider range of mobility improvements within the City but does not change existing General Plan land use designations. The plan proposes no changes in densities, building or population intensity, but is designed to improve and refine circulation and mobility within the context of the adopted land use plans for Bishop. Many of the Mobility Element recommendations are 'self-mitigating' in that they are specifically intended to reduce impacts that current

circulation patterns have with respect to traffic, air emissions, public safety, municipal services and community cohesion. Finally, physical improvements associated with the Mobility Element cannot be undertaken without subsequent project-level environmental review that complies with requirements of CEQA. For these reasons, the City has concluded that the Mobility Element can be adopted without causing significant adverse environmental effects and determined that the Negative Declaration is the appropriate type of CEQA documentation.

Public Notice, Scoping Consultation and Citizen Participation

The Mobility Element has been subject to a wide range of citizen participation tools and techniques, including:

- Two Open House meetings
- One joint public workshop with the Planning Commission and City Council
- Presentations before community groups and organizations
- An on-line comment survey at the City's website
- A series of 12 working meetings with key agencies that could be impacted by future Mobility Element improvements (Bishop Piute Tribe, Caltrans, the County of Inyo, and the Eastern Sierra Transit Authority)
- Local news announcements
- A 30-day public review of the first draft Mobility Element and Transportation Report documents
- Preparation of revised texts to reflect community input
- Posting documents on city website for public review
- A informational mailing to over 2,400 addresses in the city

In addition, both the environmental evaluation and the final draft Mobility Element and Transportation Report will be subject to a second round of citizen participation including:

- Formal noticing and posting of the plan and environmental documents
- Notice to responsible and trustee agencies in accordance with the City's environmental Guidelines
- A 30-day public review and comment period on this environmental review and the draft final Mobility Element, and
- Public hearings before the Planning Commission and City Council

How Can I Respond to This Environmental Evaluation?

This report was prepared by the Planning Department at the City of Bishop. You can reach us at (760) 873-8458, or submit your comments directly to:

City of Bishop
377 West Line Street
Bishop, CA 93514
publicworks@ca-bishop.us
Contact: Gary Schley (760) 873-8458

Comments will be received for a 30-day period, through January 10, 2012, and public input will be encouraged throughout the public hearing process as well. Final action on this environmental determination will occur after the public hearing process, in conjunction with adoption of the proposed Mobility Element.

ENVIRONMENTAL INITIAL STUDY

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
I. AESTHETICS -- Would the project:				
a) Have a substantial adverse effect on a scenic vista?			◆	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?			◆	
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			◆	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				◆

DISCUSSION OF AESTHETICS: Although the project does not involve a specific proposal and is a policy level document, mobility improvements present a potential new source of light, changes to historical resources, landscape and transportation design patterns. Each specific proposed transportation project will follow the California Environmental Quality Act (CEQA) to review and process potential aesthetic impacts in detail. Therefore, the 2011 Mobility Element presents a less than significant aesthetic impact.

II. AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				◆
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				◆
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				◆

DISCUSSION OF AGRICULTURAL RESOURCES: Although agricultural activities are found throughout the Owens Valley, including areas adjacent to Bishop, The City's General Plan does not incorporate agriculture into the adopted Land Use Plan. The amount of land available for any new land use within the City limits is extremely constrained. Implementation of the Mobility Element would therefore not have the potential to impact agriculture activities.

III. AIR QUALITY -- Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------	---	------------------------------	-----------

a) Conflict with or obstruct implementation of the applicable air quality plan?



b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?



c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?



d) Expose sensitive receptors to substantial pollutant concentrations?



e) Create objectionable odors affecting a substantial number of people?



DISCUSSION OF AIR QUALITY: Air quality in the City of Bishop is generally good due to the absence of significant pollutant sources in or near the planning area. Actions contained in the Mobility Element and Transportation Report would not significantly change the level of air quality. Some actions would have the potential to increase emissions: these potential effects will be evaluated at the time that project proposals are considered by the City. At a policy level, the impact of the Mobility Element implementation on air quality will be less than significant.

IV. BIOLOGICAL RESOURCES -- Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?



b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?



c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?



d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?



Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?



f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?



DISCUSSION OF BIOLOGICAL RESOURCES: As a planning document, the Mobility Element would not in itself result in impacts to biological resources nor does the Mobility Element obligate the City to undertake future improvements that may result in significant adverse impacts to biological resources. However, there is the potential that future development projects and actions associated with the proposed Mobility Element may result in significant impacts to biological resources. Implementation of the plans outlined in the Mobility Element will require subsequent discretionary approvals and environmental review pursuant to CEQA, at which time project-specific impacts related to biological resources can be more specifically defined and site-specific mitigation measures can be identified to reduce those impacts. Because the project is a policy level document and future discretionary projects would be reviewed on a project-specific basis consistent with CEQA and the City's General Plan, the 2011 Mobility Element update would not have a significant environmental impact to biological resources.

V. CULTURAL RESOURCES -- Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in '15064.5?



b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to '15064.5?



c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?



d) Disturb any human remains, including those interred outside of formal cemeteries?



DISCUSSION OF CULTURAL RESOURCES: The City will require that the proposed Mobility Element development proposals be subject to environmental review to survey for important historic, prehistoric and cultural resources, at which time any potential site-specific impacts would be identified, and any necessary avoidance or mitigation measures to reduce potential impacts would be recommended. Because the proposed Mobility Element is a policy level document and its future discretionary development projects would be reviewed on a project specific basis consistent with CEQA and the City's General Plan and Municipal Code, the draft Mobility Element would not have a significant environmental impact to historic, prehistoric and cultural resources within the community.

VI. GEOLOGY AND SOILS -- Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:



	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			◆	
ii) Strong seismic ground shaking?			◆	
iii) Seismic-related ground failure, including liquefaction?				◆
v) Landslides?				◆
b) Result in substantial soil erosion or the loss of topsoil?				◆
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			◆	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			◆	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				◆

DISCUSSION OF GEOLOGY AND SOILS: The City of Bishop is located at the north end of the Owens Valley between the Sierra Nevada and White Mountains. The valley is a seismically active region of eastern California. There are no fault lines identified within the City limits and the City is not within an Alquist-Priolo designated zone, so the risk of seismically induced ground rupture is low. The Bishop area topography is generally flat and sloping to the east. The soils in the City area are not considered to be expansive and are suitable for sub grades. Because the proposed Mobility Element and accompanying Transportation Report are policy level documents no significant geotechnical impacts are expected in association with the proposed project. Project level CEQA documentation will be prepared as individual projects are proposed for implementation.

VII. HAZARDS AND HAZARDOUS MATERIALS

Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				◆
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				◆
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				◆

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?



e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?



f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?



g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?



h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?



DISCUSSION OF HAZARDS AND HAZARDOUS MATERIALS: The residents of Bishop are at risk of man-made hazards, such as criminal activity, improper disposal of and exposure to hazardous materials and fire. However, Bishop has a comparatively low crime rate and implements a variety of regulatory and discretionary programs to ensure the safe use, transport and disposal of hazardous materials. Old underground fuel tanks and personal use of household hazardous materials, such as pesticides and fertilizer, is the most common occurrence of hazardous materials within the community. Hazardous materials are regulated by the Inyo County Environmental Health Department and the EPA. Because the Mobility Element and accompanying Transportation Report are policy level document, approval of the 2011 Mobility Element would not have significant hazards or hazardous materials impact on the community. However, individual projects will be analyzed in terms of potential impacts related to hazards and hazardous materials in keeping with all applicable CEQA requirements at such time as they are proposed for implementation.

VIII. HYDROLOGY AND WATER QUALITY --
Would the project:

a) Violate any water quality standards or waste discharge requirements?



b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?



	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?



d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?



e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?



f) Otherwise substantially degrade water quality?



g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?



h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?



i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?



DISCUSSION OF HYDROLOGY AND WATER QUALITY: The City uses a stormwater collection system, in conjunction with the natural creek drainage system, to manage run-off. For Bishop, the only area that FEMA has identified as being within the 100-year flood plain are areas along the south fork of Bishop Creek and the Bishop Creek Canal which is located along the northeast and east City limit. Another source of potential flooding is related to dam inundation from a number of dams located west of Bishop in Sierra Nevada Bishop Creek drainage. Flooding would only occur in the unlikely event that the dams failed, and would affect those areas downstream from the dams. Additionally, The Bishop Public Works Department is actively maintaining and improving its water and sewer systems by re-constructing water storage tanks, pump stations, fire hydrants, main distribution lines and sewer plant improvements. Because of mandatory federal and state water quality requirements, the City's maintenance and improvement efforts, and because the proposal is a policy level document, the 2011 Mobility Element would not have a significant hydrological or water quality impact to the community. However, project level CEQA documentation will be prepared at such time as each project is proposed for implementation.

IX. LAND USE AND PLANNING - Would the project:

a) Physically divide an established community?



b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?



Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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c) Conflict with any applicable habitat conservation plan or natural community conservation plan?			◆
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DISCUSSION OF LAND USE AND PLANNING: The goals, policies and actions outlined in the proposed 2011 Mobility Element are based upon and consistent with the lands uses described in the City's General Plan Land Use Element. However, the Mobility Element does make several recommendations that could impact area land uses. All of these proposed actions would require subsequent project level review by the City, including CEQA documentation to assess potential impacts. Because the proposed Mobility Element is a policy level document it will have no adverse impact. The Project would result in a positive effect on the unity of the community.

X. MINERAL RESOURCES - Would the project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?			◆
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b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?			◆
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DISCUSSION OF MINERAL RESOURCES: No mineral resources are known to exist in the proposed project area. All of the Mobility Element actions would be subject to individual review prior to approval, including identification of environmental resources and mitigation if required. Therefore, the project will not result in a negative impact to mineral resources.

XI. NOISE B Would the project result in:

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			◆
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b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			◆
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c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			◆
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d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			◆
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e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?			◆
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f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?			◆
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Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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DISCUSSION OF NOISE: The City of Bishop ambient noise level are relatively low due to the small size of the City, and the limited inventory of undeveloped land and open space. The primary noise sources include traffic along U.S. Hwy.395, aircraft flying in and out of Eastern Sierra Regional Airport, and several small industrial developments located thru out the City. The City reviews noise impacts as part of the CEQA compliance process, supported by General Plan policies. These requirements would apply to individual actions recommended in the Mobility Element at the time they are proposed; approval of the Mobility Element would not in itself have a significant impact with respect to noise impacts nor would it commit the City to actions that would have significant noise impacts.

XII. POPULATION AND HOUSING Would the project:

- a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? ◆
- b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? ◆
- c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? ◆

DISCUSSION OF POPULATION AND HOUSING: The Mobility Element and Transportation Report would not substantially affect population growth or exceed regional or local population projections. Therefore, approval of these documents will have no impact on population and housing; potential impacts of individual projects will be assessed as the projects are proposed for implementation.

XIII. PUBLIC SERVICES

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- Fire protection? ◆
- Police protection? ◆
- Schools? ◆
- Parks? ◆
- Other public facilities? ◆

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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DISCUSSION OF PUBLIC SERVICES: The draft Mobility Element contains goals, policies and actions rather than specific projects. When or if specific actions are implemented it would require some form of focused study and compliance with CEQA. With the understanding of each specific project requiring an individual study and CEQA compliance, there does not appear to be a significant impact to public services.

XIV. RECREATION

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?



b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?



DISCUSSION OF RECREATION: The Mobility Element and Transportation Report will not significantly impact the use of local public parks or necessitate the expansion of recreational facilities, therefore have no impact on recreation. Project level CEQA documentation will be prepared as individual projects are proposed for implementation.

XV. TRANSPORTATION/TRAFFIC -- Would the project:

a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?



b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?



c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?



d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?



e) Result in inadequate emergency access?



f) Result in inadequate parking capacity?



G) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?



Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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DISCUSSION OF TRANSPORTATION/TRAFFIC: The draft Mobility Element contains goals, policies and actions rather than specific projects. Specific projects will have subsequent review for their cumulative impact on the City’s circulation system. The proposed Mobility Element sets goals and policies supporting pedestrian and bicycle facilities and public transportation as alternatives to driving. It also contains policies and actions supporting convenient accessible parking and promoting adequate parking for new development. The Mobility Element is a policy level planning document that sets guide lines for improvement and enhancement of the City’s circulation system. Therefore, the draft Mobility Element will not result in adverse impacts associated with transportation and traffic. Traffic effects associated with individual projects will be evaluated as part of project level CEQA documentation at the time the projects are proposed for implementation.

XVI. UTILITIES AND SERVICE SYSTEMS

Would the project:

- a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? ◆
- b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? ◆
- c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? ◆
- d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? ◆
- e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the projects projected demand in addition to the providers existing commitments? ◆
- f) Be served by a landfill with sufficient permitted capacity to accommodate the project’s solid waste disposal needs? ◆
- g) Comply with federal, state, and local statutes and regulations related to solid waste? ◆

DISCUSSION OF UTILITIES AND SERVICE SYSTEMS: The proposed draft Mobility Element goals, policies and actions would not result in a need for new systems or supplies or substantial alterations to power, communications, water supplies, water treatment or distribution facilities, solid waste disposal, sewer and sewer treatment, which will continue to be provided by the existing service providers. However, future specific projects will be reviewed for potential impacts to utilities and service systems as part of project level CEQA review. Therefore, the Mobility Element will have no impact on utilities and service systems.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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XVII. MANDATORY FINDINGS OF SIGNIFICANCE

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?



b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?



c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?



DISCUSSION OF MANDATORY FINDINGS OF SIGNIFICANCE: The Mobility Element goals, policies and actions do not have environmental impacts that are cumulatively significant. The Mobility Element includes methods of meeting transportation needs, but does not include or imply approval of any specific project. The City will undertake individual and cumulative environmental analyses of specific projects consistent with California Environmental Quality Act (CEQA). The Mobility Element will assist in such cumulative analyses by outlining transportation development possibilities and providing a preliminary general overview of potential development impacts to resources, services and transportation systems. Therefore, the project involves no potential for adverse effect, either individually or cumulatively, on wildlife, native plants, streams, water courses, scenic or historic resources and human beings.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, INTERIM CITY ADMINISTRATOR *KSC*

**SUBJECT: PUBLIC HEARING - 2010-2011 CALIFORNIA CONSTITUTION ARTICLE XIII B
(PROPOSITION 4) APPROPRIATIONS LIMIT AND CALCULATIONS**

DATE: JANUARY 9, 2012

BACKGROUND/SUMMARY:

At the December 12th meeting, Council set the schedule for the review and adoption of the 2010-2011 Proposition 4 Appropriations Limit. Public notice has been given for the initial public review period of December 13, 2011 – January 9, 2012. 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 2010-2011 Proposition 4 Appropriations Limit and Calculations.

The final adoption of the appropriations limit is scheduled on the agenda under Unfinished Business.

RECOMMENDATION:

Hold the public hearing.

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

NOTICE IS HEREBY GIVEN that the Bishop City Council will hold a public hearing on Monday, January 9, 2012 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 2010-2011 PROPOSITION 4 APPROPRIATIONS LIMIT AND CALCULATIONS for the City of Bishop.

The proposed 2010-2011 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 December 13, 2011 – January 9, 2012.

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: KEITH CALDWELL, INTERIM CITY ADMINISTRATOR *KSC*

SUBJECT: **FINAL PROPOSITION 4 FIGURES - APPROPRIATIONS LIMIT 2010-2011**

DATE: January 9, 2012

Attachments: Proposition 4 Calculations –June 30, 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 2010-2011 was \$5,285,172. Our calculated actual limit was \$6,768,228. The City of Bishop was under the statutory limit by \$1,483,056 for fiscal year ended June 30, 2011.

RECOMMENDATION:

Accept and adopt the report prepared by Larry Bain, CPA relating to the City of Bishop's Proposition 4 Appropriations Limit for the 2010-2011 fiscal year.

CITY OF BISHOP

**PROPOSITION 4
CALCULATIONS**

JUNE 30, 2011

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, 2011. 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, 2010, last year's limit, to the total adjustments in the appropriations limit for fiscal year 2010-2011, and compared the limit at June 30, 2011 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.

Larry Bain, CPA,
An Accounting Corporation
November 30, 2011

CITY OF BISHOP

**Proposition 4 Limit Summary
For the Fiscal Year Ended June 30, 2011**

Appropriations Subject to Limit (Schedule A)	\$ 5,285,172
Appropriations Limit (Schedule B)	<u>6,768,228</u>
Amount Under the Legal Limit	<u>\$ 1,483,056</u>

CITY OF BISHOP

Schedule A

**Calculation of Appropriations Subject to Proposition 4 Limit
For the Fiscal Year Ended June 30, 2011**

<u>General Fund</u>	<u>Proceeds</u>	<u>Non-Proceeds</u>	<u>Total</u>
Taxes			
Property-secured	\$ 357,848	\$ -	\$ 357,848
Property-unsecured	81,975		81,975
Prior year	23,725		23,725
Homeowners	3,130		3,130
Sales	2,004,615		2,004,615
DWP Water Agreement Payment		176,831	176,831
Transient occupancy	1,871,217		1,871,217
Sales tax - public safety	14,697		14,697
Real property transfer	10,691		10,691
Total Taxes	4,367,898	176,831	4,544,729
Licenses and Permits			
Business licenses		47,265	47,265
Use permits		2,700	2,700
Building permits		10,133	10,133
Grading permits		370	370
Electrical		1,984	1,984
Plumbing		2,521	2,521
Electrical franchise		33,971	33,971
TV franchise		13,063	13,063
Total Licenses and Permits		112,007	112,007
Fines, Forfeitures and Penalties			
Forfeited deposits		33,124	33,124
Citation		15,995	15,995
Total Fines, Forfeitures and Penalties	-	49,119	49,119
Aid from Other Governmental Agencies			
Motor vehicle in lieu (includes VLF swap)	294,304		294,304
Off-highway motor vehicle fees		-	-
Prop 1B		-	-
Reimbursement - highway sweeping		23,333	23,333
Reimbursement - fire district		42,243	42,243
Reimbursements - miscellaneous		1,479	1,479
Loan retirement		-	-
Peace officers training		9,702	9,702
Court restitutions		3,464	3,464
Dispatch contracts		5,214	5,214
Grants		115,104	115,104
Total Aid from Other Governmental Agencies	294,304	200,539	494,843
Subtotal Forward	\$ 4,662,202	\$ 538,496	\$ 5,200,698

CITY OF BISHOP

Schedule A (continued)

Calculation of Appropriations Subject to Proposition 4 Limit
For the Fiscal Year Ended June 30, 2011

	<u>Proceeds</u>	<u>Non-Proceeds</u>	<u>Total</u>
<u>General Fund (Continued)</u>			
Subtotal Forwarded	\$ 4,662,202	\$ 538,496	\$ 5,200,698
Charges for Current Services			
Plan checking		4,015	4,015
Park and recreation		73,679	73,679
Total Charges for Current Services		<u>77,694</u>	<u>77,694</u>
Use of Money and Property			
Interest and investment income	13,082	3,057	16,139
Coin sales			-
Rents		106,342	106,342
Total Use of Money and Property	<u>13,082</u>	<u>109,399</u>	<u>122,481</u>
Other			
Insurance refunds and dividends		51,416	51,416
Miscellaneous		71,940	71,940
Total Other		<u>123,356</u>	<u>123,356</u>
Total General Fund	<u>4,675,284</u>	<u>848,945</u>	<u>5,524,229</u>
<u>Special Revenue Funds</u>			
T.U.T - Measure A	523,823	73,274	597,097
Gas tax	86,065		86,065
Traffic safety		39,128	39,128
HOME program		285,038	285,038
Public safety		61,909	61,909
Total Revenues - Special Revenue Funds	<u>609,888</u>	<u>459,349</u>	<u>1,069,237</u>
Total Revenues - General and Special Revenue Funds	<u>\$ 5,285,172</u>	<u>\$ 1,308,294</u>	<u>\$ 6,593,466</u>

CITY OF BISHOP

Schedule B

Appropriation Limit Calculation
For the Fiscal Year Ended June 30, 2011

A. Limit at June 30, 2010	\$ 6,950,182
B. Adjustment factors supplied by the Department of Finance, report dated May, 2011	
Per Capita Change for the fiscal year 2010-2011 -2.54%	
Per Capital converted to a ratio	0.9746
Population change for the fiscal year 2010-2011 -.08%	
Population change converted to a ratio	0.9992
	<hr/>
Calculation of Factor for Fiscal Year 2010-2011	0.9738
	<hr/>
C. Annual increase (decrease) in Appropriation Limit	(181,954)
D. Other adjustments	
	<hr/>
E. Total adjustments	(181,954)
	<hr/>
F. Limit at June 30, 2011	\$ 6,768,228
	<hr/> <hr/>

CITY OF BISHOP

Notes to Proposition 4 Calculations
For the Fiscal Year Ended June 30, 2011

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:

	Total (Excluding Interest)	Proceeds	Non- Proceeds
Total Revenue Amount	<u>\$ 6,577,327</u>	<u>\$ 5,272,090</u>	<u>\$ 1,305,237</u>
Percentage	100.0%	81.06%	18.94%
Allocated Interest	<u>\$ 16,139</u>	<u>\$ 13,082</u>	<u>\$ 3,057</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 2010, to make the calculations presented in this report.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, INTERIM CITY ADMINISTRATOR *KSC*

SUBJECT: STREET VENDOR PERMIT – MAD DOGS OF BISHOP

DATE: JANUARY 9, 2012

Attachments: Request for Street Vendor Permit from Rudy Madera
Pictures of vending cart
Draft Street Vendor Permit for 2012

BACKGROUND/SUMMARY

Rudy Madera is applying for a new street vendor permit as specified in his request. If issued, this permit would begin a food vending service allowing food sales on Sierra Street adjacent to the First Southern Baptist Church. Attached is the permit for reference.

Mr. Madera will be in attendance at the Council meeting if the Council has any questions.

RECOMMENDATION

Review the request from Rudolfo Madera, Mad Dogs of Bishop, to sell food from a portable cart at the designated location and, if appropriate, authorize the issuance of the street vendor permit for 2012 with the requirements as established.

TO WHOM IT MAY CONCERN

I RUDY MADERA would like to park
my CART on SERNA ST. NEXT TO STARBUCKS
ACROSS THE STREET FROM TACO BELL
10:00 - 3:00 - Monday - Friday.

Rudolfo Madera

12-09-2011



3-FT POP-UP





CITY OF BISHOP

377 West Line Street - Bishop, California 93514

P. O. Box 1236 - Bishop, California 93515

City Hall (760) 873-5863 - Fax (760) 873-4873

DRAFT

DRAFT

STREET VENDOR PERMIT – CALENDAR YEAR 2012

RODOLFO MADERA

MAD DOGS OF BISHOP

133 PANORAMA DRIVE

BISHOP, CA 93514

1. The permit is for the calendar year 2012 as set forth by the City. This date shall be initiated upon receipt by the City of all necessary application information and the meeting of all conditions required herein by the application information and the meeting of all conditions required herein by the applicant as determined by the City. In no event shall this initiation date be more than 30 days from the date of this correspondence. If applicant fails to provide adequate information and meet conditions within the 30-day period, the approval will be void and applicant must apply for a new permit. The business license fee is \$50.00 per calendar year (pro-rated if appropriate).
2. The permit shall be personal to the following individual: Rodolfo Madera
No others are allowed to sell under this permit.
3. The City reserves the right to temporarily cancel permission at any particular location for public safety reasons.
4. The permit shall be for a food vending cart as described in the application.
5. Times allowed for sales are during normal business hours for the commercial districts.
6. Permittee may sell at the following location and times:
 - a) North side of Sierra Street adjacent to the First Southern Baptist Church
10:00 a.m. – 3:00 p.m.
7. Permittee MAY NOT sell in the following locations:
 - a) Within 500 feet of any school
 - b) Within 300 feet of a public park.
 - c) In public parking lots.
 - d) May not impede vehicle or pedestrian traffic.
 - e) May not sell on private property unless the owner of the property or lessor obtains a conditional use permit.
 - f) Use of the cart on Main Street (Highway 395) or Highway 168 (portion of Line Street) is prohibited.
8. A commercial liability insurance policy in the amount of \$1,000,000.00 naming the City of Bishop as “additional insured” is required. A thirty (30) day notice of cancellation to the City of Bishop must be incorporated.

9. The Police Department, upon obtaining the correct information shall issue a picture identification which must be worn while vending.
10. Vendors of food products must obtain a health permit from Inyo County Health Department.
11. Under this section no person shall conduct solicitations if that person has been convicted of any of the following crimes, as defined in the California Penal Code: murder, mayhem, assault, battery, rape, arson, burglary, possession of burglarious instruments or deadly weapons, crimes of embezzlement, bunco or fraud, or attempt to commit any of the aforementioned crimes or any crimes requiring registration with the Police Department.
12. This permittee is subject to all relevant City ordinance requirements and restrictions including parking and Vehicle Code sections.

13. REVOCATION OF PERMITS

- a) Whenever it shall be shown that any person to whom a permit has been issued has violated any of the provisions of this chapter, the license collector shall suspend the permit, after giving written notice to the permit holder of not less than two business days, in person or by registered special delivery, postage prepaid, and addressed to the permit holder at the address specified in the merit application or any amendment hereto, of the suspension and proposed revocation, stating with specificity the reason therefore. However, the two-day notice shall not be required if the license collector determines there is a need to protect the public safety, in which case the permit shall be suspended immediately.
- b) The permit holder may file with the City Administrator, within ten days of the date of the notice of suspension and proposed revocation, a written request for a hearing which request shall have the effect of staying the suspension until the City Administrator has rendered his decision, except in instances where the suspension is necessary to protect the public safety. The City Administrator shall hold a hearing within ten days after the filing of such request.
- c) At the hearing, the City Administrator shall hear all relevant evidence, shall consider the merits of the proposed revocation, including any actions which have been taken to cure the alleged violation, and shall render a decision thereon within one business day after the hearing. The decision shall be communicated in writing to the permit holder within one day thereafter, and shall state with specificity the reasons therefore.
- d) In the event that the permit holder does not request a hearing within ten days after the date of the notice of suspension and proposed revocation, the permit shall be revoked, and the revocation shall not be appealable.

APPEALS TO THE CITY COUNCIL - Any applicant or permit holder aggrieved by an action of the City Administrator to deny, revoke or refuse to renew a permit may appeal to the Council by filing with the City Clerk a statement addressed to the Council setting forth the facts and circumstances.

14. Process for a Council Approved Permittee (in sequential order):

- a) Provide proof of insurance to the City Administrator's Office. (See #8 above)
- b) Provide Health Department approval (Food Facility Permit) to the City Administrator's Office. (See #10 above)
- c) Provide a completed business license application to the City Administrator's Office. (Received 12/10/11)
- d) Pay the appropriate street vendor permit fee.
- e) Provide required identification information to the Police Department for a picture ID to be issued.
- f) Pay the processing fee and have fingerprints taken at the Police Department.

15. No business will be conducted until all requirements have been met.

Keith Caldwell, Interim City Administrator
City of Bishop

Date: _____

I, the undersigned, do hereby declare, under penalty of perjury, that the above-listed conditions (No. 1 through 15) are agreed upon and that all information submitted by me to the City of Bishop in conjunction with the application for a Street Vendor's Permit is true and correct and that any false, or withholding of, information shall result in the termination of said Street Vendor's Permit.

RODOLFO MADERA

Date: _____

cc: Bishop Police Department

TO: CITY COUNCIL

FROM: KEITH CALDWELL, INTERIM CITY ADMINISTRATOR *KSC*

SUBJECT: **ORDINANCE NO. 537 - ELECTION CONSOLIDATION**

DATE: JANUARY 9, 2012

Attachments: Ordinance No. 537

BACKGROUND/SUMMARY

At the December 12th meeting, the Council directed staff to draft an ordinance for introduction relating to consolidating the City of Bishop General Municipal Elections held in March of odd-numbered years with the County General Elections held in November of even-numbered years.

Following action to approve the first reading of the ordinance, a second reading and adoption will be scheduled for the January 23rd meeting. If adopted, the ordinance will then be sent to the Inyo County Board of Supervisors along with the City's request for the Board to consideration.

RECOMMENDATION

Consider approval of the introduction of Ordinance No. 537 by title only.

ORDINANCE NO. 537

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA RESPECTING MOVING THE DATE OF THE CITY'S GENERAL MUNICIPAL ELECTION FROM THE FIRST TUESDAY AFTER THE FIRST MONDAY IN MARCH IN ODD-NUMBERED YEARS TO THE FIRST TUESDAY IN NOVEMBER IN EVEN-NUMBERED YEARS, REPEALING ORDINANCE NUMBER 475, AND AMENDING SECTION 1.12.030 OF CHAPTER 1.12 OF THE BISHOP MUNICIPAL CODE

WHEREAS, the City's General Municipal Election is now scheduled for the first Tuesday after the first Monday in March of odd-numbered years;

WHEREAS, Election Code § 1301 and § 10403.5 authorize the City to reschedule its General Municipal Election;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP DOES ORDAIN AS FOLLOWS:

SECTION 1. Pursuant to §1301 and § 10403.5 of the California Elections Code, the date of the General Municipal Election of the City is moved from the first Tuesday after the first Monday in March of each odd-numbered year to the first Tuesday in November in each even-numbered year.

SECTION 2. In accordance with the change of election date, the terms of office of those members of the City Council presently serving shall be shortened for a period of approximately four (4) months until election results are declared by the City Council.

SECTION 3. Section 1.12.030 of Chapter 1.12 of the Bishop Municipal Code is amended to read, in its entirety, as follows:

"1.12.030 General municipal election date—Terms of city council members.

A. Pursuant to § 1301 and 10403.5 of the California Elections Code, the date of the General Municipal Election of the City is moved from the first Tuesday after the first Monday in March in each odd-numbered year to the first Tuesday in November in each even- numbered year.

B. In accordance with the change in election date, the terms of office of those members of the City Council presently serving shall be shortened for a period of approximately four (4) months until election results are declared by the City Council."

SECTION 4. Ordinance Number 475 of Ordinances of the City is hereby repealed.

SECTION 5. This ordinance shall take effect thirty (30) days after its final passage. Within 30 days of the effective date of this ordinance, the City Clerk shall cause a notice to be mailed to all registered voters of the city informing them of the change in the election date.

SECTION 6. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published according to law.

PASSED, APPROVED AND ADOPTED ON _____, 2012.

LAURA SMITH, MAYOR

ATTEST: Denise Gillespie, Assistant City Clerk

By: _____
Keith Caldwell, Interim City Administrator

TO: CITY COUNCIL

FROM: KEITH CALDWELL, INTERIM CITY ADMINISTRATOR *KSC*

SUBJECT: **DWP LEASE BL-1496 – FIRE TRAINING FACILITY**

DATE: JANUARY 9, 2012

Attachments: Correspondence from LADWP dated December 19, 2011
Lease No. 1496 between DWP and City of Bishop

BACKGROUND/SUMMARY

The new five-year lease for the Fire Training Facility on Poleta Road has been received from the Department of Water and Power Bishop Office. This lease was held over for review since it expired February 28, 2009.

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

RECOMMENDATION

Consider approval of the LADWP Lease BL-1496 for the Fire Training Facility and authorize the execution of the document by the Interim City Administrator.



ANTONIO R. VILLARAIGOSA
Mayor

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

RONALD O. NICHOLS
General Manager

December 19, 2011

RECEIVED
DEC 27 2011
CITY OF BISHOP

City of Bishop
377 West Line Street
Bishop, CA 93514

Dear Lessee:

PROPOSED LEASE: BL-1496
COMMENCING: December 1, 2011
TERM: five years
RENT: \$500 per year
LOCATION: Sewer Plant Road - Bishop - California

Enclosed are four copies of your proposed lease covering the period of December 1, 2011, through November 30, 2016. The property is to be used as a fire training facility.

This lease replaces your previous held-over lease. Since the new lease will take effect on December 1, 2011, we prorated the rent you already paid, and applied the credit of \$125 to your new lease term. The adjusted balance due for the first period of this new lease will be \$375. The taxes that you paid in March 2011 have also been prorated; however, that will be handled at the time we process the taxes for this new lease; you will receive that information under separate cover.

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

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

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

Water and Power Conservation . . . a way of life

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



City of Bishop
Page 2
December 19, 2011

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

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

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

Sincerely,



Clarence E. Martin
Assistant Aqueduct Manager

EJ:rjm

Enclosures (four lease copies; **three to be signed and returned to Bishop**)
c w/o enc: Real Estate .

LEASE NO. 1496

BETWEEN

CITY OF BISHOP

AND

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

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EXHIBITS

- Exhibit A Lease Map
Exhibit B Insurance

ARTICLE I. SPECIFIC TERMS AND PROVISIONS

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

City of Bishop

hereinafter Lessee, agree as follows:

1. **LEASED PREMISES:** Lessor leases to Lessee the premises located at south of E. Line Street (on Sewer Plant Road), Bishop, Inyo County, California, more particularly shown on the drawing marked *Exhibit A*, attached hereto and made a part hereof.
2. **TERM:**
 - 2.1. **Term:** The term of this lease, upon approval by the Board of Water and Power Commissioners, or their designee(s), shall be from December 1, 2011 through November 30, 2016, for a term of five years, unless sooner terminated as herein provided.
 - 2.2. **Board Limitation – Renewal:** Lessee understands and acknowledges that under Article VI, Section 606, of the Los Angeles City Charter, the Board of Water and Power Commissioners has authority to enter into a lease for a maximum term of five years, which is the term of this lease. Said limitation does not prohibit Lessee from negotiating with Lessor for a new lease for the same property upon the expiration of this lease, but Lessor has no obligation in this regard.
3. **DESIGNATED USE:** The subject premises shall be used as a fire training facility only, and for no other purpose.
4. **RENT:**
 - 4.1. **Rent – Plus All Taxes:**
 - 4.1.1. **Base Rent:** Lessee shall pay to Lessor as base rent the amount of Five Hundred and No/100 Dollars (\$500) per year, in advance, payable on the first day of each year commencing on October 1, 2011 and continuing during the term of this lease.
 - 4.1.2. **Taxes:** In addition to the base rent, Lessee shall pay to Lessor a sum equal to the total amount of all taxes or general or special assessments of whatever nature levied or assessed upon the leased premises and which Lessor shall have paid or be obligated to pay, relative to the subject property for the fiscal year (July 1 through June 30) then current.
 - 4.2. **Rent Payment:**
 - 4.2.1. Lessee agrees to pay all rent, or any other amount due under the terms of this lease, promptly when due and without deduction, offset, prior notice, or demand, to the Department of Water and Power, 300 Mandich Street, Bishop, California 93514-3449. **All payments shall reference Account No. 17314.**
 - 4.2.1.1. Prompt payment shall mean payment at the office of Lessor not more than five (5) days after the due date for the rent as set forth in this lease. Rent due and not paid promptly shall be deemed delinquent.

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

5. NOTICES:

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

To Lessor:

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

To Lessee:

City of Bishop
377 West Line Street
Bishop, CA 93514

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

- 6. **POLLUTION:** Lessee shall not cause or permit existence of any condition upon the premises which might cause pollution of the water flowing in, on, over, under, through, or across said premises.
- 7. **FENCES:** Lessee agrees, at its own expense, to install and maintain adequate fencing to exclude livestock from the area, and upon termination of its tenancy, will remove said fencing.

ARTICLE II. STANDARD TERMS AND PROVISIONS

1. LIMITATIONS/RESERVATIONS:

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

2. IMPROVEMENTS:

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

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

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

2.2. Ownership of Improvements:

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

- 2.2.3. Upon vesting of title to said structures, improvements, facilities, or alterations in the Lessor, Lessor shall be entitled to additional reasonable rent, fees and/or other charges, as determined by the Board, and Lessee shall be obligated to pay same for as long as Lessee occupies said structures, improvements, facilities and alterations.
- 2.3. Damage to or Destruction of Improvements:
- 2.3.1. If, during the term of this lease, any buildings, structures, or improvements on the leased premises, whether such improvements are Lessee- or Lessor-owned, are partially or totally destroyed from a risk covered by the insurance described in Article II, Section 11 (*Insurance*), herein, thereby rendering said leased premises partially or totally inaccessible or unusable, such destruction shall not automatically terminate this lease, and Lessee, unless otherwise directed by the Lessor, shall be obligated to restore the leased premises to substantially the same condition as they were immediately before destruction. Approval from the Lessor for reconstruction of such improvements shall be in accordance with Article II, Subsection 2.1 (*Lessee Improvements and Alterations*) of this lease and shall not unreasonably be withheld.
- 2.3.2. If, during the term of this lease, any improvements on the leased premises, whether such improvements are Lessee- or Lessor-owned, are partially or totally destroyed from a risk not covered by the insurance described in Article II, Section 11 (*Insurance*), herein, thereby rendering said leased premises partially or totally inaccessible or unusable, such destruction shall not automatically terminate this lease. If, however, the cost of restoration exceeds ten percent (10%) of the full replacement value of improvements, as said value existed immediately before said destruction, Lessee may, at Lessee's option, terminate this lease by giving written notice to the Lessor within sixty (60) days from the date of destruction. If Lessee elects to terminate as above provided, Lessee shall be obligated, unless otherwise directed by the Lessor, to demolish all damaged improvements and remove all debris from the leased premises at Lessee's sole cost. If Lessee fails to exercise its right to terminate this lease, this lease shall continue in full force and effect for the remainder of the term specified herein and Lessee shall restore the leased premises to substantially the same condition as they were in immediately before destruction. Approval from the Lessor for reconstruction of such improvements shall be in accordance with Article II, Subsection 2.1 (*Lessee Improvements and Alterations*) of this lease and shall not unreasonably be withheld.
- 2.3.3. Lessee expressly waives the provisions of Civil Code Sections 1932.2 and 1933.4.
3. **LIENS:** During the term of this lease, the fee interest in the real property underlying the leased premises shall not be used as security for any loans or mortgages nor otherwise have any liens placed on it. Additionally, Lessee shall keep any Lessor-owned improvements on the leased premises free and clear of any liens or other encumbrances. By way of specification without limitation, Lessee shall keep the leased premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Lessee, and shall indemnify, hold harmless, and defend the Lessor from any liens and encumbrances arising out of any work performed or materials furnished by or at the request of Lessee. In the event that Lessee does

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

4. **MODIFICATION TO SIZE OF LEASED PREMISES:** It is mutually agreed that land not exceeding ten percent (10%) of the total area of the premises herein leased may be added to or deleted from said leased premises upon approval of the Manager and without requiring additional action by the Board of Water and Power Commissioners unless the modification involves an amount in excess of \$150,000 per year, in which case prior Board approval shall be required. In all instances said changes shall become effective immediately upon written notice to Lessee. The amount of rent payable under this lease shall be increased or decreased on a pro rata basis to reflect any such addition to or deletion of lands.
5. **SIGNS:**
 - 5.1. No identification signs pertaining to Lessee's operations shall be installed or placed in or on the leased premises until Lessee has submitted to the Real Estate Section drawings, sketches, design dimensions, and type and character of such identification signs proposed to be placed thereon or therein and has received written approval from the Real Estate Section. The Real Estate Section's written approval and any conditions related to the subject signs shall become a part of the lease as though fully set forth herein once the document is fully executed by both parties.
 - 5.2. Other than approved identification signs, Lessee shall not, at any time, under any circumstances, install, place, or maintain any type of advertising, on the leased premises.
6. **LAWS, RULES, AND REGULATIONS:**
 - 6.1. Lessee shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.
 - 6.2. Lessee shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations and/or restrictions related to its use or operation of the leased premises, or with any ordinances, statutes, laws, orders, directives and or conditions.
7. **CARE, MAINTENANCE, AND REPAIR OF LEASED PREMISES:**
 - 7.1. Care of Premises:
 - 7.1.1. Lessee is the current tenant and has examined the premises, knows the condition thereof, and accepts possession thereof in its present condition

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

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

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

7.2. Maintenance and Repair:

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

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

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

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

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

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

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

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

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

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

8. **DISABLED ACCESS:**

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

LESSEE INITIALS

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

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

9. HAZARDOUS SUBSTANCES:

- 9.1. Indemnification – Environmental: Lessee, on behalf of itself and its successors, assigns, and sub-lessees, further undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the Lessor, defend by counsel satisfactory to the Lessor the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties (including, but not limited to, costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties, and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including Lessee employees, contractors, customers, invitees, and agents, or persons who enter onto the premises, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non-performance or breach by Lessee of any term and/or condition of this lease, relating directly or indirectly to the release or spill of any legally designated hazardous material or waste, resulting from or incident to the presence upon or performance of activities by Lessee or its personnel with respect to the subject area/property covered under this lease, on the part of the Lessee, or Lessee's officers, agents, employees, or sub-lessees of any tier, regardless of any negligence on the part of Indemnitees, except for the sole active negligence or willful misconduct of the Indemnitees. It is the specific intent of this paragraph that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this agreement that give rise to future claims, even if the actual claim comes against the Indemnitees after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement.
- 9.2. Survival of Obligations: This Section 9, and the obligations herein, shall survive the expiration or earlier termination of this lease.

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

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

11. INSURANCE:

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

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

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

13. CITY OF LOS ANGELES ORDINANCE-MANDATED PROVISIONS

- 13.1. Non-Discrimination: Pursuant to Executive Order No. 11246 of September 24, 1965; Part 60-741 of 41 CFR, including 60-741.4; and Sections 10.8 to 10.13 of the Los Angeles Administrative Code, the Lessee shall not discriminate in its employment practices against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, sexual orientation, age disability, marital status, domestic partner status, or medical condition. Any subleases shall contain a like nondiscrimination clause.
- 13.2. Affirmative Action Plan: Lessee shall have an Affirmative Action Plan on file with the Director of Corporate Purchasing Services. Lessee's Plan shall be submitted on the Lessor's form, available from the Director of Corporate Purchasing Services.
- 13.3. Child Support Assignment Orders: Lessee shall comply with Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code ("Child Support Assignment Orders"). Lessor requires all lessees and sublessees entering into a contract with Lessor to comply with all reporting requirements and court-ordered wage earning assignments.
- 13.4. Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance: Under provisions of Section 10.36 et seq., and Section 10.37 et seq. of the Los Angeles Administrative Code, all employers (except where specifically exempted) under contracts primarily for the furnishing of services to or for the Lessor and that involve an expenditure in excess of \$25,000 and a contract term of at least three months; leases; licenses; or, certain recipients of Lessor financial assistance, shall comply with all applicable provisions of the Ordinances. The Department of Water and Power shall have the authority, under appropriate circumstances, to terminate the contract and otherwise pursue legal remedies that may be available, if the Department of Water and Power determines that the subject contractor or financial recipient violated the provisions of the referenced Code Section.
- 13.5. Equal Benefits Ordinance: This lease is subject to Section 10.8.2.1 of the Los Angeles Administrative Code related to equal benefits to employees. Lessee agrees to comply with the provisions of Section 10.8.2.1.
- 13.6. Slavery Disclosure Ordinance: This lease is subject to the applicable provisions of the Slavery Disclosure Ordinance (SDO) Section 10.41, et seq., of the Los Angeles Administrative Code. Unless otherwise exempt in accordance with the provisions of the SDO, Lessee certifies that it has complied with the applicable provisions of the SDO. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, Lessee has the authority, under appropriate circumstances, to terminate this lease and otherwise pursue legal remedies that may be available to Lessor if Lessor

determines that the Lessee failed to fully and accurately complete the SDO affidavit or otherwise violated any provision of the SDO.

14. TAXES

14.1. General:

14.1.1. Lessee shall pay any and all taxes of whatever character that may be levied or charged upon the leased premises, or upon Lessee's improvements, fixtures, equipment, or other property thereon or upon Lessee's use thereof.

14.1.2. Lessee shall also pay all license or permit fees necessary or required by law or regulation for the conduct of Lessee's business or use of the leased premises.

14.1.3. If a claim is made against the Lessor for any of the above charges, the Lessor shall promptly notify Lessee in writing; provided, however, that failure by the Lessor to give such notice shall not constitute a waiver of Lessee's obligation to pay such taxes, license and/or permit fees.

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

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

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

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

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

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

16. ASSIGNMENTS AND SUBLEASES:

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

16.2. Involuntary Assignment:

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

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

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

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

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

16.3. Corporation or Partnership:

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

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

- 16.3.2. If Lessee is a partnership, this lease is to the partnership as it currently exists. A withdrawal or change, voluntary, involuntary, or by operation of law, of any partner, or the dissolution of the partnership shall be deemed a request to assign this lease and, therefore, subject to the provisions of this lease as to voluntary assignment thereof.
- 16.4. Each request for consent to an assignment shall be in writing, accompanied by the following:
 - 16.4.1. A copy of the purchase/sale agreement, which shall include a detailed list of the assets that comprises the sales price.
 - 16.4.2. A copy of the escrow instructions pertaining to the transaction.
 - 16.4.3. Information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee, including but not limited to the intended use and/or required modification of the premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request.
 - 16.4.4. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested.
- 16.5. In the case of an assignment, Lessee shall pay to the Lessor any monetary or other economic consideration received by Lessee that is attributed to the leasehold as an asset. Said amount shall be over and above the amount of Lessee's rental and other payments due the Lessor pursuant to this lease.
- 16.6. In the case of a sublease, it shall not be deemed to be an unreasonable restraint by the Lessor, as a condition to the Consent to Sublease, for the Lessor to require that Lessee pay to the Lessor a percentage, to be negotiated, of any monetary or other economic consideration received by Lessee as a result of the sublease over and above the amount of Lessee's rental and other payments due the Lessor pursuant to this lease.
- 17. **CONDEMNATION:** The parties hereby agree that if the leased premises, or any portion thereof, or any interest therein, are taken by eminent domain for public use, or otherwise, by any governmental authority, or by a "quasi-public entity" having the power of condemnation, or sold to a governmental authority threatening to exercise the power of eminent domain, this lease, and Lessee's obligation to pay rent hereunder, shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs, and the rent, fees and/or other charges hereunder shall be apportioned and paid to the date of such taking. A taking of the leased premises includes the taking of easements for air, light and any other easements in the land, including, but not limited to an impairment or taking of access to adjoining streets.
 - 17.1. Effect of Partial Condemnation: In the event a portion of the leased premises are appropriated or taken and Lessee, at its sole discretion, determines that the remainder

thereof is not suitable for the continued use of the leased premises by Lessee for conducting Lessee's operations thereon in the same manner and extent as carried on prior to such taking, Lessee shall have the right to terminate this lease upon giving Lessor written notice of its intent to exercise said right. Said notice shall be given not more than one hundred twenty (120) days following the date of service of a complaint in eminent domain upon Lessee, or one hundred twenty (120) days following the Lessor's demand that Lessee acknowledge its intent to terminate this lease, unless the Lessor and Lessee agree, in writing, to an earlier termination or to extend said period. If Lessee exercises its right to terminate this lease pursuant to this Subsection 17.1, Lessee shall give the Lessor thirty (30) days prior written notice of the effective date of said termination.

- 17.1.1. If, in the event of such taking of a portion of the leased premises, Lessee does not terminate this lease, this lease shall continue in full force and effect as to the part not taken, and the rent to be paid by Lessee during the remainder of the term, subject to adjustment as provided elsewhere in this lease, shall be as follows: the land and improvement rental shall be reduced in the same proportion as the land taken by eminent domain bears to the area of the leased premises before the taking.
- 17.1.2. In determining whether a partial condemnation renders the remainder of the leased premises unsuitable for the use then being made of the leased premises by Lessee, Lessee, among other things, shall take into consideration the cost of restoration, the rentable area of the remaining improvements and the suitability of the remaining leased premises for conducting Lessee's operations thereon in the same manner and extent as carried on prior to such taking.
- 17.1.3. Except as provided for in Article II, Subsection 2.2 (*Ownership of Improvements*) hereof, should Lessee terminate this lease pursuant to this Section 17, title to all improvements, additions or alterations constructed or installed by Lessee upon the leased premises and which have not already vested in the Lessor shall thereupon vest in the Lessor.

17.2. Application of Award Upon a Total or Partial Taking:

- 17.2.1. If this lease is terminated pursuant to Subsection 17.1 herein, or, if all or a portion of the leased premises are taken, then the entire award or compensation paid for land, improvements, and buildings owned by the Lessor, the amortized portion of the value of buildings and improvements built by Lessee and which will become the property of the Lessor upon termination of this lease, shall be the property of the Lessor.
- 17.2.2. Lessee shall have the right to receive compensation for the unamortized value of the buildings and any improvements that are still owned by Lessee and that were placed on the leased premises by Lessee and located thereon at the time of such taking or appropriation, and for its trade fixtures, equipment, and supplies, and for loss or damage to Lessee's business goodwill. The "amortized value" that the Lessor shall be entitled to receive is a portion of the award for said Lessee-owned buildings and improvements equal to an amount determined by a ratio equal to the number of years the building and/or improvements have been in existence over the original term of the lease, without consideration of any possibility or probability of renewal, or of options, if any. There shall be no amortization

of partially constructed improvements authorized by the Lessor, if said construction is incomplete within the time period set forth in the approval granted by the Lessor. The value, to be determined by the Lessor, of such partially constructed improvements shall be paid to Lessee.

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

18. DEFAULT:

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

as long as Lessee commences to cure such default within such thirty (30) day period and diligently proceeds to cure such default;

- 18.1.3. Lessee makes an assignment of this lease, or any rights granted to Lessee hereunder, to, and for the benefit of, Lessee's creditors;
 - 18.1.4. Lessee, within thirty (30) days after the commencement of any proceeding against Lessee seeking adjudication of bankruptcy or reorganization, rearrangement, composition, readjustment, liquidation, dissolution or similar relief, fails to cause such proceedings to be dismissed; and/or
 - 18.1.5. Lessee, within sixty (60) days after the appointment without Lessee's consent or acquiescence of any trustee, receiver, or liquidator of the Lessee or a material part of its assets, causes such appointment to be vacated.
 - 18.1.6. The interests of Lessee under this lease shall not, except at the Lessor's option and with its written consent, be assignable by operation of law. In case of the bankruptcy of Lessee, or the appointment of a receiver for Lessee and such receiver is not removed within one hundred twenty (120) days from the date of appointment, or if a receiver is appointed to take possession of the leased premises as a result of any act or omission of Lessee and such receiver is not removed within one hundred twenty (120) days from the date of appointment, or if Lessee makes an assignment of this lease for the benefit of creditors, or if possession of the leased premises is taken by virtue of any attachment, execution, or the levy of any judicial process, the Lessor, at its election, may, after written notice to Lessee, terminate this lease.
- 18.2. Lessor's Remedies: Upon the occurrence of a Default Event, the Lessor, in addition to any other rights or remedies available to the Lessor at law or in equity, shall have the right to:
- 18.2.1. Terminate this lease and all rights of Lessee under this lease, by giving Lessee thirty (30) days written notice that this lease is terminated, in which case, the Lessor may recover from Lessee the aggregate sum of:
 - 18.2.1.1. The worth at the time of award of any unpaid rent that had been earned at the time of termination;
 - 18.2.1.2. The worth at the time of award of the amount by which (A) the unpaid rent that would have been earned after termination until the time of award exceeds (B) the amount of rental loss, if any, that Lessee affirmatively proves could be reasonably avoided;
 - 18.2.1.3. The worth at the time of award of the amount by which (A) the unpaid rent for the balance of the term after the time of award exceeds (B) the amount of rental loss, if any, that Lessee affirmatively proves could be reasonably avoided;
 - 18.2.1.4. Any other amount necessary to compensate the Lessor for all the detriment caused by Lessee's failure to perform the Lessor's obligations or that, in the ordinary course of things, would be likely to result from Lessee's failure; and
 - 18.2.1.5. All other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California law.

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

eventual balance with no liability to Lessee. If the revenue from re-letting during any month, after application pursuant to the previous provisions, is less than the sum of (a) the Lessor's expenditures for the leased premises during that month and (b) the amounts due from Lessee during that month, Lessee shall pay the deficiency to the Lessor immediately upon demand.

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

- 18.3. Cross Default: A material breach of the terms of any other lease, license, permit, or contract held by Lessee with the Lessor shall constitute a material breach of the terms of this lease, and shall give the Lessor the right to terminate this lease for cause in accordance with the procedures set forth in Section 18.

19. TERMINATION BY PARTIES:

- 19.1. This lease may be terminated by either party by giving to the other party not less than thirty (30) days' advance written notice of such termination; but, for reasons other than nonpayment of rent, such right of termination shall be exercised by Lessor only when Lessee is in default with respect to the terms, conditions, or covenants of this lease, or in the event the Board determines that the operations of Lessor or the public interest require such termination.
- 19.2. Lessor shall have the unconditional right to terminate this lease by giving Lessee 180 days advance written notice of such termination.

- 19.3. Upon termination of the lease for whatever reason, the Lessee shall be responsible, to the extent caused by or introduced onto the property as a result of the use of the property by Lessee, for all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USCS §§9601 et seq.); the Resource Conservation and Recovery Act of 1976 (42 USCS §§6901 et seq.); the Clean Water Act, also known as the Federal Water Pollution Control Act (33 USCS §§1251 et seq.); the Toxic Substances Control Act [15 USCS §§2601 et seq.); the Hazardous Materials Transportation Act [49 USCS §§1801 et seq.); the Insecticide, Fungicide, Rodenticide Act (7 USCS §§136 et seq.); the Superfund Amendments and Reauthorization Act (42 USCS §§6901 et seq.); the Clean Air Act (42 USCS §§7401 et seq.); the Safe Drinking Water Act (42 USCS §§300f et seq.); the Solid Waste Disposal Act (42 USCS §§6901 et seq.); the Surface Mining Control and Reclamation Act (30 USCS §§1201 et seq.); the Emergency Planning and Community Right to Know Act (42 USCS §§11001 et seq.); the Occupational Safety and Health Act (29 USCS §§655 and 657); the California Underground Storage of Hazardous Substances Act (H&SC §§25280 et seq.); the California Hazardous Substances Account Act (H&SC §§25300 et seq.); the California Hazardous Waste Control Act (H&SC §§25100 et seq.); the California Safe Drinking Water and Toxic Enforcement Act (H&SC §§24249.5 et seq.); the Porter-Cologne Water Quality Act (Wat. C. §§13000 et seq.); together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the property, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of Lessor and any governmental body having jurisdiction there over.

20. SURRENDER OF PREMISES:

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

or any termination of this lease, and Lessee agrees that title to same shall and by this agreement does vest in the Lessor, and that Lessee shall thereafter have no rights whatsoever in any such personal property, trade fixtures, and goods left on the premises.

- 20.3. Should Lessee fail to remove any Lessee-owned or sublessee-owned personal property, trade fixtures, and goods or fail to request Lessor's waiver of removal, the Lessor can elect to retain or dispose of, in any manner, any such personal property, trade fixtures, and goods that Lessee does not remove from the premises on expiration or termination of the term as allowed or required by this lease by giving thirty (30) days' written notice to Lessee. Title to any such personal property, trade fixtures, and goods shall vest in the Lessor on the expiration of the thirty (30) day notice. Lessee waives all claims against the Lessor for any damage to Lessee resulting from the Lessor's retention or disposal of any such property. Lessee shall be liable to the Lessor for the Lessor's costs for storing, removing, or disposing of any property of the Lessee or sublessees.
21. **HOLDING OVER:** If Lessee shall hold over after expiration or other termination of this lease, whether with the apparent consent or without the consent of the Lessor, such shall not constitute a renewal or extension of this lease, nor a month-to-month tenancy, but only a tenancy at will with liability for reasonable rent, and in all other respects on the same terms and conditions as are herein provided. The term reasonable rent as used in this section shall be no less than 1/12th of the total yearly rents, taxes, and assessments provided for elsewhere in this lease, per month, and said reasonable rent during the holdover period shall be paid, in advance, on the first day of each month.
22. **QUITCLAIM OF LESSEE'S INTEREST UPON TERMINATION:** Upon termination of this lease for any reason, including, but not limited to, termination because of default by Lessee, Lessee shall execute, acknowledge, and deliver to the Lessor immediately upon written demand therefor a good and sufficient deed whereby all right, title, and interest of Lessee in the demised premises is quitclaimed to the Lessor. Should Lessee fail or refuse to deliver the required deed to the Lessor, the Lessor may prepare and record a notice reciting the failure of Lessee to execute, acknowledge, and deliver such deed, and said notice shall be conclusive evidence of the termination of this lease and of all right of Lessee or those claiming under Lessee in and to the demised premises.
23. **SUCCESSORS IN INTEREST:** This lease shall inure to the benefit of, and be binding upon the parties hereto and any heirs, successors, executors, administrators, and any permitted assigns, as fully and to the same extent specifically mentioned in each instance, and every term, covenant, condition, stipulation, and agreement contained in this lease shall extend to and bind any heir, successor, executor, administrator, and assign, all of whom shall be jointly and severally liable hereunder.
24. **AUDITS:** The Lessor may, at its sole discretion and with reasonable notice to Lessee, require Lessee to provide access to all records and other information necessary to perform an audit of rental, fees, and other charges paid and payable to the Lessor. The Lessor's right to access such records and information shall survive three (3) years beyond the expiration or early termination of this lease. Lessee shall retain all records and other information necessary to perform an audit as described above for a minimum of seven (7) years.

25. **RECORDING:** Neither this lease nor a memorandum thereof shall be recorded without the Lessor's consent in writing.
26. **WAIVER:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition. The subsequent acceptance of rent hereunder by the Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this lease other than the failure of Lessee to pay the particular rent so accepted, regardless of the Lessor's knowledge of such preceding breach at the time of acceptance of such rent.
27. **ESTOPPEL CERTIFICATES:**
- 27.1. Estoppel Certificate From Lessee: Within forty-five (45) days following any written request that the Lessor may make from time to time pursuant to the request of a lender or prospective purchaser, Lessee shall execute and deliver to the Lessor a statement certifying: (a) the Lease Commencement Date; (b) the fact that this lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this lease is in full force and effect as modified, and stating the date and nature of the such modifications); (c) the date to which the rental and other sums payable under the lease have been paid; and (d) the fact that there are no current defaults under the lease by either party except as specified in Lessee's statement. The parties intend that any statement delivered pursuant to this Section 28.1 may be relied on by any mortgagee, beneficiary, purchaser or prospective purchaser of the demised premises or any interest therein.
- 27.2. Lessee's Failure to Provide Statement: Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee that (a) this lease is in full force and effect, without modification except as may be represented by the Lessor; and that (b) there are no uncured defaults in the Lessor's performance.
- 27.3. Estoppel Certificate From the City: Within forty-five (45) business days following any written request that Lessee may make from time to time pursuant to the request of a prospective assignee or sublessee, the Lessor shall execute and deliver to Lessee a statement certifying: (a) the Commencement Date of the lease; (b) the fact that this lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the rental and other sums payable under this lease have been paid; and (d) the fact that there are no current defaults under this lease by Lessee, except as specified in the Lessor's statement. The parties intend that any statement delivered pursuant to this Section may be relied upon by the proposed assignee or sublessee for whom it was requested. The Lessor's failure to deliver such statement within such time shall be conclusive upon the Lessor that (1) this lease is in full force and effect without modification, except as represented by Lessee; and that (2) there are no uncured defaults of Lessee under the lease; provided, however, that such conclusive effect is applicable only to the failure of the Lessor to respond after an additional five (5) working days' notice to the Lessor and only with respect to the proposed assignee or sublessee for whom it was requested.
28. **MISCELLANEOUS PROVISIONS:**
- 28.1. Fair Meaning: The language of this lease shall be construed according to its fair meaning, and not strictly for or against either the Lessor or Lessee.

- 28.2. Section Headings: The section headings appearing herein are for the convenience of the Lessor and Lessee, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this lease.
- 28.3. Void Provisions: If any provision of this lease is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this lease, and all such other provisions shall remain in full force and effect.
- 28.4. Two Constructions: It is the intention of the parties hereto that if any provision of this lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
- 28.5. Laws of California: This lease shall be construed and enforced in accordance with the laws of the State of California.
- 28.6. Lessor's Consent: In each instance herein where the Board's or Lessor's approval or consent is required before Lessee may act, such approval or consent shall not be unreasonably withheld, unless otherwise provided.
- 28.7. Gender: The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 28.8. Time: Time shall be of the essence in complying with the terms, conditions, and provisions of this lease.
- 28.9. Integration Clause: It is understood that no alteration or variation of the terms of this lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement, not incorporated herein in writing, shall be binding on any of the parties hereto.
- 28.10. Approvals: Any approvals required by the Lessor under this lease shall be approvals of the Lessor acting as Lessor and shall not relate to, constitute a waiver or, supersede or otherwise limit or affect the governmental approvals or rights of the Lessor as a governmental agency, including the approval of any permits required for construction or maintenance of the leased premises and the passage of any laws including those relating to zoning, land use, building and safety.
- 28.11. Conflicts in this Lease: If there are any direct conflicts between the provisions of Article I and Article II of the lease, the provisions of Article 1 shall be controlling.
- 28.12. Ordinance and Los Angeles Administrative Code (hereinafter referred to as "Code") Language Governs: Ordinance and Code Exhibits are provided as a convenience to the parties only. In the event of a discrepancy between the Exhibits and the applicable ordinance and/or code language, or amendments thereto, the language of the ordinance and/or code shall govern.
- 28.13. Amendments to Ordinances and Codes: The obligation to comply with any Ordinances and Codes, which have been incorporated into this lease by reference, shall extend to any amendments, which may be made to those Ordinances and Codes during the term of this lease.
- 28.14. Days: Unless otherwise specified, "days" shall mean calendar days.
- 28.15. Deprivation of Lessee's Rights: The Lessor shall not be liable to Lessee for any diminution or deprivation of Lessee's rights under this lease that may result from Lessee's obligation to comply with any and all applicable laws, rules, regulations,

restrictions, ordinances, statutes, and/or orders of any federal, state and/or local government authority and/or court hereunder on account of the exercise of any such authority as is provided in this Section, nor shall Lessee be entitled to terminate the whole or any portion of the lease by reason thereof.

29. **OTHER AGREEMENTS NOT AFFECTED:** Except as specifically stated herein, this lease, and the terms, conditions, provisions and covenants hereof, shall apply only to the leased premises herein particularly described, and shall not in any way change, amend, modify, alter, enlarge, impair, or prejudice any of the rights, privileges, duties, or obligations of either of the parties hereto, under or by reason of any other agreement between said parties, except that nothing contained in such other agreement shall limit the use by Lessee of the within leased premises for the herein referred to purpose.
30. **SUPERSEDURE:** This lease, upon becoming effective, shall supersede and annul any and all permits, leases, or rent agreements heretofore made or issued for the leased premises between Lessor and Lessee; and any such permits, leases, or rental agreements shall hereafter be void and of no effect except as to any rentals, royalties, or fees that may have accrued thereunder.
31. **ENTIRE UNDERSTANDING:** This lease contains the entire understanding of the parties, and Lessee, by accepting the same, acknowledges that it supersedes and annuls any writings or oral discussions, statements, understandings, or representations that may have been made concerning the subject matter hereof; and that there is no other written or oral understanding between the parties in respect to the leased premises or the rights and obligations of the parties hereto. No modification, amendment, or alteration of this lease shall be valid unless it is in writing and signed by the parties hereto.

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

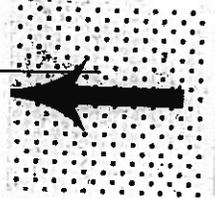
The signature affixed hereto of the Lessee, or the authorized representative of the Lessee, certifies that Lessee has read and does understand each and every section and paragraph contained in this lease and agrees to abide by and be bound by same.

City of Bishop

Date _____

By _____

377 West Line Street
Bishop, CA 93514



LESSEE

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES

Date _____

By _____

RONALD O. NICHOLS
General Manager

LESSOR

APPROVED:

Martin L. Adams
Director of Water Operations

Date

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

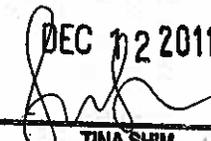
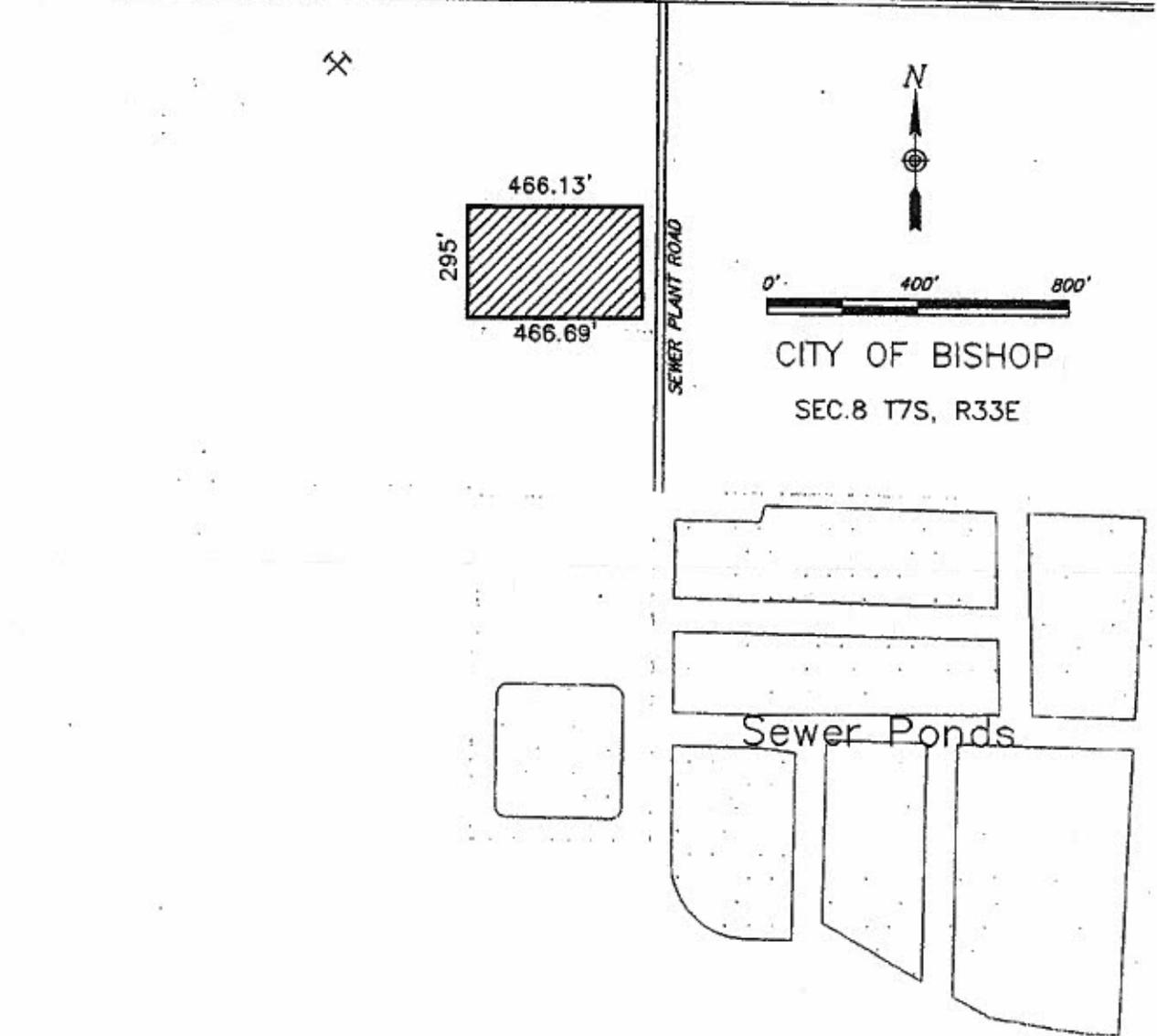
DEC 12 2011
BY 
TINA SHIM
DEPUTY CITY ATTORNEY

EXHIBIT A

E. LINE STREET (POLETA ROAD)



LEASED PREMISES
3.16 Ac.

08-010-13A

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

Agreement/Activity/Operation:	a fire training facility
Reference/Agreement:	BL-1496 City of Bishop
Term of Agreement:	five years - 10/1/2011 through 9/30/2016
Contract Administrator and Phone:	(author) / Bishop / (ph ext)
Buyer and Phone Number:	

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

PER OCCURRENCE LIMITS

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

TO: CITY COUNCIL

FROM: KEITH CALDWELL, INTERIM CITY ADMINISTRATOR KSC

SUBJECT: Sewer Plant Headworks Work Order 4

DATE: January 9, 2012

Attachments: Department Head Memo
Work Order 4 with Frost Company

BACKGROUND/SUMMARY

In August 2010, the City entered into an agreement with the Frost Company for Sewer Plant Headworks Improvements. The contract was structured to provide improvements through a series of work orders.

Currently, the project is moving forward with installation of new screening equipment, a construction contract for a concrete structure for the new grit removal equipment, and a grit handling system. Work Order 4 was drafted to handle the installation of this equipment.

The Headworks project is funded as a capital improvement expenditure.

RECOMMENDATION

Consideration by Council to approve the execution of Work Order 4 for the Sewer Plant Headworks Improvement Project with Frost Company and authorize the expenditure not exceeds \$149,000 under this work order, \$173,000 total under the contract.



To: Keith Caldwell, Interim City Administrator
From: David Grah, Director of Public Works
Subject: Approve Sewer Plant Headworks Work Order 4
Date: 3 January 2012
Previous: 27 August 2010, 5 July 2011, 1 December 2011
Funding: Sewer Capital Improvements

General:

Public Works is ready to execute the fourth work order with the Frost Company for the Sewer Plant Headworks Improvement project. This work order is for the installation of a major piece of headworks equipment, the new screen.

Background:

Improving the headworks of the wastewater treatment plant is one of the highest priority sewer projects for the city. The project will improve screening and grit removal processes and reduce the need for staff to handle and be exposed to waste.

In August 2010, the city entered a contract with the Frost Company and executed the first work order for the Headworks project. The contract is structured so that each step of work is covered by a separate work order. This structure suits the nature of the project and allows the detail of each step to be defined only when the previous step has been completed or is far enough along to clearly identify the work for the next step. There have been three work orders on the project so far:

Number	Description	Cost
1	General Planning	\$10,000
2	Design and Development	\$9,000
3	Drafting	\$5,000
	Total	\$24,000

At this point in the project there are three aspects of the project moving forward. The first is the installation of new screening equipment. This screen installation is covered by the proposed Work Order that is the subject of this memo. The second is a construction contract covering the construction of a concrete structure for the new grit removal equipment. The construction contract is expected to be ready to be advertised for bids in January. The third is the installation of grit handling equipment and is proposed to be covered by the next Work Order. The next Work Order is anticipated once the construction contract work is complete.

Through the general planning and design and development phases of the project, which included two several-hundred-mile field trips by city staff to see other plants with similar equipment installations, new screening equipment was identified and the details of installation developed. Work Order 4 was drafted to cover this installation of this equipment. The cost of the installed equipment as described in the Work Order is not to exceed \$149,000.

The 2010/2011 fiscal year budget included \$25,000 for design work on this project. The 2011/2012 budget includes \$172,500 for the headworks project. These amounts are adequate to fund Work Orders 1 through 4, but probably will not be adequate to fund the anticipated construction work and the anticipated installation of the grit equipment. Budget adjustment requests are anticipated for these efforts once the costs are better known. There is adequate cash balance to fund all of this high priority headworks improvement work, even if there is not adequate budget capacity. Finally it may be worth noting the installation of the screen equipment as covered by the proposed Work Order 4 provides substantial benefit as a stand alone improvement. The Headworks project is entirely funded as a capital improvement expenditure, budget line item 002-051-56027.

Recommendation:

Approve the execution of Work Order 4 for the Sewer Plant Headworks Improvement project with the Frost Company and authorize the expenditure not to exceed \$149,000 under this work order, \$173,000 total under the contract.

DRAFT Work Order 4
Bishop Headworks Project

General

This work order is under the agreement approved 14 September 2010 between the City of Bishop and the Frost Company for the city's Headworks project.

Scope

The scope of this work order is for furnishing and installing screen and associated equipment and materials as described in attached "General Description Bishop Screen Installation" dated 2 January 2012 and attached specifications titled "City of Bishop Semi-Cylindrical Screen" and dated 13 December 2011.

Cost

The cost of the work under this work order shall be determined on a time and materials basis not exceed \$149,000.

Schedule

The work under this work order shall be completed no later than 31 July 2012.

Agreed:

City of Bishop
By:

Frost Company
By:

Keith Caldwell
Interim City Administrator

Date

Date

General Description Bishop Screen Installation
2 January 2012

Work to install screen

- 1) Have a new bridge made to support the trash bin in the new position. In 316 stainless steel
- 2) Remove stop plates and install in reverse position to direct flow through manual bar screen and other channel.
- 3) Remove existing screen and store on site. The work includes removing panel and disconnecting wash water and probably temporarily capping off the wash water.
- 4) Remove bin support plate and store on site.
- 5) Get in channel and sand blast the area where the concrete is to be installed for the screen support.
- 6) Drill anchors in one for every 2 square feet to anchor the screen support concrete in place on floor and side.
- 7) Place mesh in new concrete area and tie off to anchors
- 8) Form for the sides of new concrete.
- 9) Pour concrete finish deck area.
- 10) Drill in anchors for primary screen support.
- 11) Mount screen support on anchors and grout under plate after leveling it.
- 12) Set screen on its support and insert pin to hold it in position.
- 13) Mount screen basket support. The cross piece bolts on and comes up with screen when it is pivoted out.
- 14) Mount screen control panel.
- 15) Mount ultrasonic level sensor.
- 16) Use existing conduit and wire screen back to existing MCC near the digesters. Include wiring alarms and ultrasonic sensor to both the panel and to the MCC for future SCADA system use.
- 17) Install strainer for screen wash water and plumb the potable wash water to the screen.
- 18) Test screen for functionality

- 19) Remove and re-install stop plates to divert water back through screen.
- 20) Position bridge. Note bridge sets in place and is removable
- 21) Clean up work area
- 22) Conduct training of operators by Lakeside.
- 23) It may be necessary to grind and or patch the concrete bottom in the vicinity of the screen. This work is to be done on a time and material basis with an allowance of 25% for insurance, profit and overhead. The amount of this work cannot be determined until the channel is dewatered. An allowance of \$5000 has been included in the work order price. If less work is required the payment shall be reduced accordingly. If more work is required as determined by the owner a new work order will be issued as required to complete this work.

CITY OF BISHOP
SEMI-CYLINDRICAL SCREEN
13 December 2011

PART 1 - GENERAL

1.01 SUMMARY

- A. The Frost Company designated as the contractor, shall furnish, install and place into satisfactory operating condition a semi-cylindrical screen for removing floating, particulate, or fibrous material from wastewater as shown on the Drawings and described in the Specifications. The work includes making all electrical connections, all plumbing connections sandblasting the channel concrete before grouting the channel as shown on the drawings, grouting the channel including installing one Hilti or equal 316 stainless steel epoxy anchor for every 2 square feet of surface, installing the 6 x 6 x10 wire mesh reinforcing, preparing the concrete with a bonding agent, providing a sanded grout, running wires for the level detector and the alarms back to the MCC located adjacent to the digesters using existing conduits, cleaning up the site, starting up the screen and training the operators in operating the screen. A bagging unit shall be provided on the discharge of the screen. The screenings receiving bin will be provided by the City's hauling contractor. The bridge over the channel shall be provided by the installing contractor as well as the tipping trough flushing unit.

1.02 REFERENCES

- A. American Institute of Steel Construction (AISC)
- B. American Society of Testing and Materials (ASTM)
- C. American Society of Civil Engineers (ASCE)
- D. American Welding Society (AWS)
- E. Steel Structures Painting Council (SSPC)
- F. American Gear Manufacturers Association (AGMA)

1.03 SYSTEM DESCRIPTION

- A. The unit shall consist of a stationary, semi-cylindrical screen basket, concentric screw conveyor/dewatering screw, screenings press with drive unit, support structure, screenings bagger attachment, weather protection system, level sensors, and electrical control system.
- B. Design Summary
 - 1. Number of Semi-Cylindrical Screens.....- One (1)
 - 2. Current Peak Flow per Screen, mgd.....- 1.8
 - 3. Maximum Hydraulic Capacity per Screen, mgd- 2.74
 - 4. Maximum Upstream Liquid Level, inches.....- 29
 - 5. Maximum Clean Water Headloss, inches.....- 17
 - 6. Nominal Screening Basket Diameter, inches- 17
 - 7. Orifice Diameter, inches.....- 1/4

8. Orifice Centerline-to-Centerline Distance, inches.....- 5/16
9. Screening Channel Width, inches.....- 24
10. Screen Mechanism Width.....- 20 Excluding wings to seal channel
11. Nominal Screw Conveyor Diameter, inches- 10
12. Minimum Screen Invert to Discharge Height, inches- 100
13. Speed Reducer Minimum Torque Rating, in.-lb- 15,700
14. Speed Reducer Minimum Thrust Rating, lb_f.....- 5,800
15. Drive Motor Size, hp- 2
16. Electrical Power Characteristics, VAC-Phase-Hertz.....- 460/3/60
17. Motor and Solenoid Valve Electrical Classification- Non-Hazardous
18. Maximum Spray Wash System Flow Rate, gal/min.....- 20
19. Minimum Spray Wash System Pressure, psig.....- 60
20. Lower Wash System Number of Nozzles.....- 6
21. Liquid Level Sensing System Type.....- Ultrasonic
22. Electrical Enclosure Type.....-NEMA 4X stainless steel

1.04 PERFORMANCE

- A. The semi-cylindrical screen shall be designed to handle the maximum hydraulic capacity noted in paragraph 1.03.C.3. with the maximum upstream liquid level noted in paragraph 1.03.C.4. This maximum upstream liquid depth includes the maximum allowable clean water headloss noted in paragraph 1.03.C.5. while operating at an angle of inclination of 45 degrees.
- B. The screen shall be a stationary semi-cylindrical perforated plate screen with an integral screw for cleaning the screen, conveying and compacting the screenings.
- C. The screen shall use a single drive for screening, conveying, dewatering and compacting screened material.
- D. The design of the screen shall be such that there are no metal-to-metal wearing surfaces in the screening, transport and compaction/dewatering sections of the screen to minimize maintenance labor and replacement parts costs.
- E. The screen shall remove solids from the screenings basket by the action of a concentric shaftless screw conveyor. The screenings shall be conveyed up the transport tube via a shafted screw conveyor and through a compaction/dewatering chamber. The complete removal procedure shall be encased to reduce odors.
- F. The screening equipment shall produce dewatered screenings capable of passing the EPA Paint Filter Test as described in method 9095 of EPA Publication SW-486.
- G. Due to the presence of large objects in raw wastewater, the screen shall be capable of picking up objects 3-1/8 inches in diameter and depositing them for washing and passage through the compaction and dewatering zone. The screen design shall prevent objects larger than 3-1/8 inches in diameter from entering into the screenings transport tube to prevent jamming.

- H. The control system shall be designed so that the cleaning characteristics of the screen and spray wash systems can be changed via the programmable logic controller. Systems that do not offer this feature will not be considered for this project.

1.05 SCREENINGS WASHING

- A. Each screen shall be furnished with a dual screenings spray wash system to flush organic material from the screenings prior to compaction and dewatering. The dual screenings washing systems shall be designed to minimize the amount of organic material in the screenings and to maximize solids dryness after compaction and dewatering. The dual screenings washing systems shall include:
1. Lower wash system shall be located immediately prior to the point where the screenings are removed from the screen and enter the screenings transport tube. This wash system shall pre-wash the screenings to remove fecal material and to prevent material from sticking to the screw conveyor flights.
 2. Screenings wash system shall be located just prior to the beginning of the compaction zone after maximum maceration of the screenings by the screenings transport screw conveyor. At the maximum wash water flow rate noted in paragraph 1.03.C.17. the screw conveyor shall be designed to prevent screenings from being washed down the screenings transport tube to the basket.

1.06 ODOR CONTROL

- A. To minimize odors and nuisance insect populations, the semi-cylindrical screen transport system and compaction/dewatering system shall be completely enclosed.
- B. The spray wash systems shall be completely enclosed to prevent spray, aerosols, and leakage from coming in contact with the operating floor.

1.07 MATERIALS QUALITY

- A. All fabricated components of the screen shall be AISI Type 304 stainless steel including the screen basket, screw conveyor, outer screw conveyor housing and support structure. Materials thicknesses identified in PART 2 - PRODUCTS are the minimum requirements for this project. Materials with increased thicknesses will be acceptable.
- B. All fabricated components shall be manufactured in the United States. To ensure prompt service and to ensure spare parts availability in a timely manner and at a reasonable cost, foreign fabricated materials of construction for the components will not be acceptable for this project.

PART 2 - PRODUCTS

2.01 MANUFACTURER

- A. The semi-cylindrical screen assembly shall include all necessary equipment and appurtenances as manufactured by Lakeside Equipment Corporation, of Bartlett, IL.

2.02 SEMI-CYLINDRICAL SCREEN

A. Screen Basket

1. The screen shall be designed and built to withstand maximum possible static hydraulic forces exerted by the liquid to the screen. All structural and functional parts shall be sized to prevent deflections or vibrations that may impair the screening, conveying and pressing operations. All submerged components and all components of the screen in contact with the screened solids shall be of stainless steel construction. The brushes are plastic but the brush holder shall be of stainless steel construction.
2. The screen basket shall be of a semi-cylindrical shape and installed in the housing parallel to the direction of liquid flow. The screen shall be furnished with a 5/8-inch thick minimum upper basket support flange for mating to the screenings screw conveyor body. After welding the face of the screenings basket support flange shall be machined in accordance with paragraph 2.08.F.
3. The minimum diameter of the screening basket shall be as noted in paragraph 1.03.C.6.
4. The screen basket shall use perforated plate for capturing solids in the wastewater flow stream. The perforated plate screen orifice opening diameter shall be as noted in paragraph 1.03.C.7. with an orifice centerline spacing as noted in paragraph 1.03.C.8. The perforated plate screen shall have a minimum thickness of 0.12 inches for heavy-duty applications to minimize tearing.
5. The width of the screening channel shall be as noted in paragraph 1.03.C.9. The wide areas of the existing channel width shall be grouted to this new width.
6. Stainless steel seal plates or rubber flaps shall be provided with a profile conforming to the channel to prevent flow from by-passing the screen.

B. Screenings Conveyor and Screenings Dewatering Press

1. The semi-cylindrical screen shall be cleaned by a shaftless screw conveyor with helical flights designed to operate and to convey screened material at a 45-degree angle of operation. The shaftless screw conveyor flights for cleaning the screen shall be fabricated with 3/8-inch minimum stainless steel plate and machined in accordance with paragraph 2.08.F. Screw conveyor designs fabricated of material that is not AISI designated stainless steel will not be acceptable for this project. Designs that form the shaftless portion of the screw out of bar stock shall be fabricated from AISI Type 316Ti stainless steel to prevent stress relieving after fabrication and shipment.
2. The screw conveyor flight edges shall be parallel to the face of the perforated screen with a gap not to exceed 0.040-inches.
3. Attached to the shaftless screw conveyor flights the full length of the perforated screen shall be a stainless steel backed brush composed of plastic bristles. Brush shall be attached to the shaftless screw conveyor with stainless steel holder clips and stainless steel fasteners.
4. As material is conveyed into the enclosed transport tube there shall be a transition section from the nominal screen diameter noted in paragraph 1.03.C.6. to a nominal screenings transport tube diameter as noted in paragraph 1.03.C.10. The transport tube shall be fabricated of stainless steel

- with a wall thickness equal to or greater than that provided by Schedule 10S pipe to minimize deflection.
5. A 3/4-inch thick minimum basket support plate flange shall be welded to the lower end of the screenings transport tube to attach the screen basket and to provide for attachment of the screenings collection hopper. A 3/4-inch thick minimum drive support flange shall be welded to the upper end of the screenings transport tube for attachment of the drive assembly. After all welding of components to the screenings transport tube have been completed the fabrication shall be placed in a lathe to machine the face of the upper drive flange and to machine the face of the lower basket support plate flange for mating the basket in accordance with paragraph 2.08.F.
 6. To prevent rotation of the material in the transport tube and to provide maceration of screenings during transport, there shall be a minimum of two (2) 1/4-inch minimum thick stainless steel anti-rotation bars equally spaced along the inside axis of the transport tube. Anti-rotation bars shall be welded to the inside of the transport tube.
 7. In the transition section from the screen to the transport tube there shall be two (2) replaceable bearing strips to support the screw conveyor when the unit operates without screenings. These replaceable wear strips shall prevent the transport screw flights from wearing on the anti-rotation bars or on the cleaning brush. The wear strips shall be replaceable without having to remove the screw conveyor from the screenings transport tube for ease of maintenance. Wear strips shall be a special ultra high molecular weight polyethylene material filled with molybdenum disulfide and oil for superior life. The wear strips shall be held in place via a stainless steel backing housing with a bolted connection for ease of field replacement.
 8. The transport screw shall change from a helical-flight shaftless design to a helical-flight shafted design just prior to the screen transition section. The shafted screenings transport screw shall have 3/16-inch minimum stainless steel flights that are welded to a 3-inch minimum diameter stainless steel torque tube. Flight thickness shall be increased on the last flights to 3/8-inch in the compaction zone. Where the transport screw passes through the discharge section a reverse stainless steel flight spiral shall be provided to cut off the compacted material plug to drop into the receiving receptacle.
 9. The upper screenings conveyor torque tube shall be fitted with a removable stainless steel stub shaft that may be changed for adapting to speed reducers that are produced by various manufacturers. The shaft and screenings screw conveyor torque tube shall be accurately machined in accordance with paragraph 2.08.F. to allow a close running fit for the upper stub shaft. The upper screenings conveyor torque tube shall be fitted with a bolted removable stainless steel stub shaft that may be changed for adapting to speed reducers that are produced by various manufacturers. Welding the upper stub shaft to the screening transport screw conveyor torque tube will not be acceptable for this project.
 10. The screen shall be provided with a pivoting support stand allowing for easy removal of the screen basket from the channel for maintenance purposes. To ensure operator safety during servicing of the screen, supports and support stand shall be fabricated from 1/4-inch minimum stainless steel shapes and plates.
 11. A compaction zone shall be an integral part of the screenings screw conveyor and transport tube design. The compaction zone shall be designed to form a screenings plug of material and to return

water released from the screened material back to the wastewater channel through circular holes that are machined into the screenings transport tube. Compaction zone shall be fabricated from 12 gauge minimum thick stainless steel welded to the screenings transport tube to provide a watertight screenings pressate collection chamber. Compaction zone housings that are non-metallic and which require seals to prevent leakage around the screenings transport tube will not be acceptable for this project. Compaction zone housing shall be furnished with a hinged and sealed access cover held in place with stainless steel latches as well as a removable dewatering section panel inside the dewatering chamber to allow direct access to the screw conveyor should the compaction zone ever become plugged. Designs that require removal of the drive assembly, discharge head or screw conveyor to gain access to the compaction zone will not be acceptable for this project.

12. The screen shall be designed with a minimum height as noted in paragraph 1.03.C.11. as measured from the channel invert to the lowest point of the discharge chute.

C. Drive Assembly

1. The screw conveyor shall be driven by a direct-connected cycloidal-helical hollow-shaft high-thrust in-line speed reducer as shown on the drawings. The cyclo element of the speed reducer shall be designed to take a 500 percent shock load without damage. The speed reducer manufacturer shall be a member of AGMA. Combination gear motor designs will not be acceptable for this project. The speed reducer shall have a minimum torque rating as noted in paragraph 1.03.C.12. and a minimum thrust rating as noted in paragraph 1.03.C.13.
2. The speed reducer shall be bolted to the drive adaptor flange at upper end of the screenings transport tube.
3. The speed reducer shall be driven by a field replaceable NEMA C-flanged, 1,800 rev/min, ball bearing, continuous-duty, totally enclosed, fan-cooled motor with leads to a large conduit box for outdoor operation. The reducer shall utilize a taper grip bushing to connect to the drive shaft of the screw conveyor. The use of keys and keyways will not be an acceptable connection method for this project.
4. Motor size shall be as noted in paragraph 1.03.C.14., shall be rated for electrical power characteristics as noted in paragraph 1.03.C.15. and shall be rated for an environment as noted in paragraph 1.03.C.16.
5. Chain-drives, belt drives, hydraulic drives or a separate upper bearing for the transport screw will not be acceptable for this project.

D. Spray Wash Systems

1. Three (3) spray systems shall be provided. Each spray wash system shall be furnished with a control solenoid valve, stainless steel piping and fittings, flexible reinforced PVC hose and nozzles. Piping, fittings and valves shall be 3/4-inch diameter minimum. A plant water strainer shall be provided for the incoming plant water supply. The wash water flow requirements shall be as noted in paragraph 1.03.C.17. with a minimum pressure as noted in paragraph 1.03.C.18. The three (3) spray wash systems shall include:

- a. Lower spray wash system shall be located near the upper end of the screenings basket just prior to where screenings enter the screw conveyor transport tube. The lower wash system shall have the minimum of spray nozzles as noted in paragraph 1.03.C.19.
 - b. Screenings spray wash system shall be located in the upper section of the transport tube no more than 17 inches from the beginning of the compaction zone to break up and return organic materials to the flow stream and to ensure maximum screenings washing. A minimum of one (1) spray nozzle shall be provided. The screenings spray wash system and screenings screw conveyor shall be designed to prevent washing screenings down the center of the screw conveyor.
 - c. The dewatering chamber flush water system shall periodically clean the compaction and dewatering zone via a stainless steel wash nozzle located in the compaction/dewatering chamber. The dewatering chamber flush water system shall not be a substitute for the screenings washing systems described in paragraphs 2.02.D.1.a. and 2.02.D.1.b.
2. The three (3) solenoid valves shall be 3/4-inch minimum, brass body suitable for 120 VAC operation with a rating as noted in paragraph 1.03.C.16. Solenoid valves shall be normally closed and rated for up to 100 psig. Solenoid valves shall be slow close type to minimize water hammer. Solenoid valve electrical conduit hub shall be a metallic design. Solenoid valves that use plastic connectors will not be acceptable for this project.
 3. Solenoid valves shall be factory installed to a piping manifold to ensure even pressure distribution to each spray wash system. The solenoid valve wiring shall be factory installed to a common junction box on the spray wash manifold for wire nut connection to external power. Conduit and fittings shall be factory installed between the solenoid valves and junction boxes. Junction box, conduit and fittings shall be rated NEMA 4X for non-hazardous locations and NEMA 4/7/9 for an explosion-proof environment as noted in paragraph 1.03.C.16.
 4. Water strainer shall be provided suitable for a 3/4-inch connection and a maximum flow rate as noted in paragraph 1.03.C.17. and suitable for a maximum pressure as noted in paragraph 1.03.C.18. Water filter shall be a stacked filter element design with washable 80-mesh (200 micron) polyethylene or polypropylene disc elements, polypropylene head and bowl and Buna N gaskets. The screen manufacturer shall coordinate with the grit equipment manufacturer to increase the size of the strainer to accommodate the grit washing services.

2.03 CONTROL SYSTEM

- A. All controls necessary for the fully automatic operation of the semi-cylindrical screen shall be provided.
- B. The electrical control system shall provide for automatic control of the screen via a high liquid level using a liquid level control system in connection with an adjustable time clock. The screen shall operate at a high liquid level and or a pre-determined time sequence to provide a variable time between cleaning operations.
- C. An ultrasonic level detector, Milltronic PointTek Model ULS200 that is suitable for outdoor installation in a non-hazardous environment shall be provided.
- D. A local-mounted panel suitable for wall mounting shall contain the following items:

1. Door interlocked fused disconnect
2. Process controller complete with integral LCD operator interface panel providing field settable/adjustable/access to process parameters and for providing specific indications of each type of fault that may occur. Controller ram shall be backed up with non-volatile memory which will load automatically if ram is corrupted.
3. Variable frequency drive (VFD) with line reactor
4. Control power transformer fused primary and secondary with 120VAC transient voltage surge suppressor (TVSS)
5. Full voltage LED pilot lights for the following:
 - a. Control power on (White)
 - b. Multifunctional overload shutdown/screen fault (Red)
 - c. High level (Amber)
6. E-stop push button (Red)
7. Re-set push button (Black)
8. Hand-Off-Auto selector switches for the following:
 - a. Screen drive
 - b. Common wash system solenoid valves
9. Forward-Off-Reverse selector switch (spring return to center) for screen drive
10. Door-mounted elapsed time meter
11. Remote dry contact outputs for the following:
 - a. Screen Running
 - b. Malfunction alarm
 - c. High water level alarm
12. Weather protection system heat tracing circuit breaker
13. Plant water heat tracing (250 WATTS MAX BY CONTRACTOR) circuit breaker
14. Flashing alarm light
15. Set spare fuses
16. White phenolic nameplates with black lettering
17. 600 VAC terminal block
18. U.L. panel label per the application
19. Electrical enclosure shall be NEMA 4X stainless steel and shall be finished with a white fused epoxy powder coat covering the entire outer surface of the enclosure to minimize heat build-up for outdoor installations. Enclosure shall be provided with a lockable front cover provided with a full window. All indicating lights, HAND-OFF-AUTO switches, FORWARD-OFF-REVERSE switch, and running time meter shall be mounted on a dead front swing out panel located behind the window in the front cover. The E-STOP pushbutton and the CYCLE/RESET pushbutton shall be mounted on the outside of the enclosure for ease of operator access.

E. SCREENINGS BAGGER

1. The discharge chute shall be furnished with a bagging device to contain and encase dewatered screenings.
2. The bagging device shall be fabricated of 12 gauge minimum stainless steel.
3. The screenings bagger shall be designed to be fitted with individual replaceable plastic bags held in place via a nylon strap. Bagger shall be supplied with 100 individual bags.

2.04 COLD WEATHER PROTECTION

- A. The screenings discharge transport tube shall be furnished with a heat tracing system for outdoor weather protection that shall completely enclose the screenings transport tube, compaction and dewatering zone, screenings discharge drop chute and all spray wash piping, and solenoid valves.
- B. The cold weather protection system shall include heat tracing, adjustable thermostat, insulation and a fiberglass protective jacket. Heat tracing shall be suitable for an electrical environment as noted in paragraph 1.03.C.16.
- C. The heat tracing system shall be suitable for operation down to a minimum temperature of -25°C (-13°F) and shall be powered from the main control panel.
- D. Weather protection system protective cover shall be molded fiberglass reinforced polyester laminate, with the exterior surface gel coated for ultraviolet radiation protection. Fabricated metallic or plastic covers that are bolted or riveted together or covers made of fabric will not be acceptable for this project. Fiberglass shall have a glass content of not less than 30%, a tensile strength of not less than 22,000 psi, a flexural strength of not less than 25,000 psi and Barcol hardness of not less than 40. Finished fiberglass must withstand a temperature of 200°F without blistering, pinholes, warping or other defects. Gel coat shall be provided with impregnated pigment for exterior light gray color. The weather protection package cover shall be designed to support a wind load of 30 lb per square foot.
- E. The weather protection package fiberglass cover sections shall be split into two sections when mounted axially along the transport tube. Weather protection system fiberglass cover sections shall extend from the discharge chute over the compaction and dewatering zone and down to the main basket support flange gussets. Each split fiberglass cover section shall be connected via fiberglass flanges and no more than six (6) stainless steel thumb screws for ease of operator access. Each fiberglass cover section shall be designed so that the insulation is completely encapsulated within the fiberglass to prevent water intrusion and damage. Designs utilizing loose fiberglass or foam insulation that are not encapsulated in FRP will not be acceptable for this project. Each fiberglass half section shall be approximately 2 feet long with molded fiberglass flanges. Individual sections shall be connected via fiberglass flanges and a stainless steel V-ring captive clamping system for easy installation and removal.
- F. Where the wash water supply and electrical wiring conduit penetrates the fiberglass cover bulkhead adapters shall be provided.
- G. All fasteners to assemble the fiberglass cover components shall be stainless steel.
- H. A fabricated composite weather enclosure shall be provided for the water strainer specified in paragraph 2.02.D.6. Enclosure shall be provided with a removable cover.
- I. The plant water supply system piping to the screen and the water strainer described in paragraph 2.02.D.6. shall be provided with heat tracing and insulation by the CONTRACTOR. The MANUFACTURER'S control panel shall be provided with sufficient low voltage power to handle up to an additional 250 watts from the CONTRACTOR supplied plant water heat tracing system.

2.05 ANCHOR BOLTS

- A. Equipment manufacturer shall furnish all anchor bolts of ample size and strength required to securely anchor each item of equipment. Bolts, washers and hex nuts shall be 304 stainless steel unless noted otherwise. Anchor bolts shall be drilled-in epoxy-type stainless steel.
- B. Anchor bolts shall be set by the CONTRACTOR. Equipment shall be placed on the foundations, leveled, shimmed, bolted down, and grouted with a non-shrinking grout or shall be Hilti or equal 316 epoxy anchors.

2.06 SPARE PARTS

- A. The following spare parts shall be provided:
 - 1. One (1) brush assembly with stainless steel mounting hardware
 - 2. One (1) complete solenoid valve assembly
 - 3. One (1) solenoid valve re-build kit
 - 4. One (1) set of lower wear strips and mounting hardware
- B. Spare parts shall be individually boxed with the project name and part number clearly identified on each individual box. All spare parts shall be shipped in a separate crate and clearly labeled. Spare parts shall be stored indoors by the Contractor in a temperature-controlled environment.

2.07 SHOP SURFACE PREPARATION AND PAINTING

- A. Electric motors, speed reducers, and other self-contained or enclosed components shall have manufacturer's standard enamel finish.
- B. Clean all stainless steel surfaces and provide glass bead blast and chemically treat with Citrisurf 77 all external non-wetted stainless steel to a uniform finish. No hazardous wastes will be produced during fabrication because Citrisurf 77 is a citric acid based product that is non-toxic. The semi-cylindrical screen manufacturer shall clearly identify the passivation procedure methodology and shall certify that no hazardous wastes were produced.

2.08 SOURCE QUALITY CONTROL

- A. All structural stainless steel components shall be fabricated in the United States and shall conform to the requirements of "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings" published by the American Institute of Steel Construction.
- B. All parts and assemblies shall be fabricated from sheets and plates of AISI Type 304 stainless steel with a finish conforming to AISI 304 and ASTM A666, unless noted otherwise. All rolled or extruded shapes shall be fabricated to conform to ASTM A276. All tubular products and fittings shall be fabricated to conform to ASTM A312, A351 and A403.
- C. All welding in the factory shall use shielded arc, inert gas, MIG or TIG method. Add filler wire to all welds to provide for a cross section equal to or greater than the parent metal does. All butt welds shall be full penetration type to the interior surface. Provide gas shielding to interior and exterior of the joint.
- D. Welding of the screen components shall be in accordance with the latest edition of the American Welding Society (AWS) standards. Field welding of stainless steel will not be permitted.

- E. Bolts, nuts and washers shall be AISI 304 stainless steel furnished in accordance with ASTM A193.
- F. All surfaces that are specified to be machined shall be designed and fabricated to provide a runout of not more than 0.005 inches and a concentricity to within 0.005 inches.
- G. Design and fabrication of structural steel members shall be in accordance with AISC and AWS Standards. The manufacturer shall comply with the American Welding Society (AWS) and the American Institute of Steel Construction (AISC) most current listed standards and qualifications in 2004 D1.1, the criteria per the requirements of Section 6 - Inspection - Structural Welding Code. Evidence of such AWS and AISC compliance shall be submitted with shop drawing submittals as follows:
 - 1. AWS Certified Welding Inspectors (minimum 2 on staff) shall conform to all standards, current or previous as listed in section 6.1.4 AWS QC1, Standard and Guide for Qualification and Certification of Welding Inspectors.
 - 2. AWS Non Destructive Testing Inspectors (Level I, II, III) for Magnetic Particle and Ultra-Sonic testing (minimum 2 on staff) shall conform to all standards, current or previous as listed in and in conformance with The American Society for Non-Destructive Testing (ASNT-TC-1A).

PART 3 – EXECUTION

3.01 SHOP TESTING

- A. Prior to shipment of the equipment the screen shall be operated for a minimum of four (4) hours at the fabrication location with the specific drive motor that will be furnished for the project at the actual operating angle of the screen for the project.
- B. During the shop test the following parameters shall be recorded:
 - 1. Motor serial number
 - 2. Amperage draw at start-up, after two hours and after four hours during forward operation
 - 3. Amperage draw during reverse operation

3.02 FIELD PREPARATION AND PAINTING

- A. Finish field preparation and painting shall be performed as specified
- B. The CONTRACTOR shall touch-up all shipping damage to the paint and stainless steel as soon as the equipment arrives on the job site.
- C. The CONTRACTOR shall supply paint for field touch-up and field painting.
- D. The CONTRACTOR shall finish paint electrical motors, speed reducers, and other self-contained or enclosed components with oil-resistance enamel.

- E. Prior to assembly the CONTRACTOR shall coat all stainless steel bolts and nut threads with a non-seizing compound.

3.03 SUBMITTALS

A. Six copies of a complete submittal package shall be submitted for review and acceptance by the City of Bishop or its agent. The submittal shall all dimensions required to mount the screen in the field as a minimum. Catalog cuts of all elements used in the screen will be included. The submittal shall be sufficient to permit determination that the furnished screen meets the specifications. A copy of the final submittal package that is accepted shall be also be provided on a CD.

B. Six copies of an operation and maintenance manual shall be provided and shall identify all elements that may need replacing or shall require any maintenance. A list of recommended lubricants shall be part of the manual. The manual shall also be provided on a CD.

3.04 TIPPING TROUGH CHANNEL FLUSHING UNIT

A. One 316 stainless steel tipping trough channel flushing unit as manufactured by Polytech Systems Inc. Shall be provided The ends of trough shall have welded in seal plates to insure that no leakage occurs. The bearings for the trough shall be of UHMW Polyethylene. The minimum steel thickness shall be ¼ inch. Hilti or equal 316 stainless epoxy steel anchor bolts shall be included. A restraint for the manual operating lever shall be provided. The manual operating lever shall screw into a ¾ inch half coupling and may have to be modified in the field to clear the screen. Because the trough itself is sealed no seals will be required in UHMW bearing holder system.

3.05 BRIDGE TO SUPPORT SCREENINGS RECEIVING BIN

A. One 316 stainless steel bridge as shown on the drawings shall be furnished to span the channel and allow a roll on roll off bin to be placed under the screenings discharge. The minimum thickness of all materials is ¼". The bridge is to be removable and held in place by downward facing angles on each side that will prevent movement of the bridge when bins are removed or replaced. Three sides of the bridge have upward facing angles to prevent the bins from rolling off the bridge during bin removal or replacement. Bridge is to fabricated by the installing contractor.

3.06 INSTALLATION

A. The manufacturer shall schedule one (1) trip to the project site for equipment start-up assistance for the CONTRACTOR and for operating training for OWNER personnel.

B. After the CONTRACTOR has installed the screen and the equipment is capable of being operated, the equipment manufacturer shall furnish a qualified representative for a minimum of one (1) day (up to 8 hours onsite) to inspect the equipment and to supervise field-testing and start-up for the CONTRACTOR.

C. After the equipment has been placed into operation, the manufacturer's representative shall make all final adjustments for proper operation.

D. A certified shop test report shall be submitted to the ENGINEER.

3.07 OPERATOR TRAINING

A. Provide operator training for OWNER'S personnel after system is operational. Training will take place while manufacturer's representative is at the job site for inspection.

B. Within twelve (12) months after start-up the manufacturer shall provide one (1) trip and one (1) day (up to 8 hours) of follow-up service to provide any adjustments if necessary, and to provide a review of operating and maintenance procedures for the Owner's personnel. This shall be exclusive of the start-up service work that is specified in paragraph 3.03.

3.03 WARRENTTEE

A. A warrantee for a period of one year shall be included. The manufacturer shall provide replacement parts for any element that fails and shall either repair the machine on site or at their plant at their option and the contractor shall be responsible for removing and reinstalling the equipment if it must be removed to repairs. Cost of shipping the unit to and from the manufacturer is the responsibility of the manufacturer. If any part fails that is more than a simple replacement easily done by the plant staff it shall be the responsibility of the contractor to such replacement.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, INTERIM CITY ADMINISTRATOR *KSC*

SUBJECT: **Approve Third Municipal GIS Grant Contract**

DATE: January 9, 2012

Attachments: Department Head Memo
Draft Agreement with Enplan

BACKGROUND/SUMMARY

In October of 2011 the City received an award letter for a Community Block Grant (CDBG) for \$35,000 for municipal GIS development.

This grant was part of larger application related to the Silver Peaks Apartment project. The GIS portion was the only part of our grant application that was approved. The grant requires a 25% match (\$8,750) and can be allocated through unbudgeted water and sewer reserves and charged to Professional and Technical Services, as the GIS will be of great benefit for both water and sewer programs.

A Request for Proposals was released in December for the GIS work with only one proposal submitted by Enplan. The City has worked with Enplan successfully on three previous CDBG projects.

RECOMMENDATION

Consideration by Council to approve the execution of the contract with Enplan for the continued development of a municipal GIS for Bishop and authorize the expenditure not to exceed \$43,750 through this contract.



To: Keith Caldwell, Interim City Administrator
From: David Grah, Director of Public Works
Subject: Approve Third Municipal GIS Grant Contract
Date: 30 December 2011
Previous: 30 November 2011
Funding: State funds with water and sewer reserves for match

General:

Public Works is ready to execute a consultant contract for the work covered by the third municipal Geographic Information System (GIS) grant.

Background:

On 11 October 2011 the city learned it was the recipient of a third \$35,000 Community Development Block Grant (CDBG) for municipal GIS development. This grant was part of the application package made in the spring to the California Department of Housing and Community Development for CDBG funding related to the Silver Peaks Apartments project. Unfortunately and unexpectedly this was the only element of that application package the state approved for funding.

The work included in the third \$35,000 grant builds on the work completed as part of the first and second grant, by city staff, and through the recent LiDAR effort. The third grant includes grant administration, updated high resolution aerial imagery, upgrading and improving city's web-mapping system, and other GIS improvements.

The grant requires a 25% cash match (\$8,750) from city funds. Since receiving the grant was unexpected, funds for this match were not included in the budget. When the Request for Proposals (RFP) for the work was released it was proposed and approved to fund the match evenly between unbudgeted water and sewer reserves with expenditures charged to Professional and Technical Services in each Fund (002-051-52015 and 004-050-52015). Both the water and sewer programs will benefit significantly from this grant, especially the updated aerial imagery.

The RFP was released 13 December with proposals due 23 December. Although several firms called to ask questions and express interest in the work, only one proposal was received. That proposal was from Enplan, of Redding, California. The proposal included almost all of the work in the grant at a cost of \$42,000. The work that was not included and that is allowed by the grant is grant administration.

Enplan is the firm that has worked successfully for the city on three previous CDBG efforts and their proposal for this effort met our expectations and requirements. In addition, Enplan was

willing to do the grant administration for the work. As a result, the attached \$43,750 contract was negotiated.

Recommendation:

It is recommended the City Council approve the execution of the contract with Enplan for continued development of a municipal GIS for Bishop and authorize the expenditure not to exceed \$43,750 through this contract.



GENERAL AGREEMENT

Client Name: City of Bishop	Authorized Representative Name: Keith Caldwell, Interim City Administrator
Phone and E-mail: 760.873.8458 davegrah@ca-bishop.gov	Mailing Address: 377 West Line Street. Bishop, CA 93514
Services and Products: See accompanying proposal dated 12.21.2011.	
Compensation Basis: Services invoiced incrementally reflecting % complete. Products invoiced as delivered.	

TERMS AND CONDITIONS

- Authorization.** Execution of this agreement authorizes ENPLAN to provide Client with the services and products described above. Provision of services or products beyond those described must be authorized through additional documentation. Documentation shall include email for the purposes of this agreement.
- Compensation.** Unless specified otherwise in writing at the time of authorization, compensation for services and products shall be on a time and expenses basis in accordance with ENPLAN cost schedules current at the date of invoicing. In the event this Agreement is terminated or suspended by Client before ENPLAN performance is complete, Client agrees to pay ENPLAN for all services and products provided.
- Payment.** All invoiced charges for work completed or products delivered are due and payable upon Client receipt of invoice unless specified otherwise in writing. Should Client fail to pay ENPLAN within thirty (30) days after an invoice is rendered, the obligations of ENPLAN under this Agreement shall terminate. Client agrees to pay a monthly late payment charge, 1.5% per month, commencing thirty (30) days after the invoice date. Retainers are credited to invoices as issued.
- Agency Fees.** Application, permit processing, and inspection fees must be paid by client in advance.
- Data Ownership.** Geospatial data client purchases from ENPLAN shall be owned by client. Separate ownership of original data and derived data and products will remain with ENPLAN.
- Disclaimers.** ENPLAN makes no warranty as to its findings, recommendations or specifications except that they are developed and provided pursuant to generally accepted standards of practice in effect at the time of performance. ENPLAN does not provide the service of land surveying. Any and all boundary and/or infrastructure feature locations that may be portrayed in work products are graphic approximations only. No warranty is made as to the accuracy of orthoimagery or LiDAR elevation data supplied.
- Liability.** Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of; are a consequence of; or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

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

- Performance Litigation.** Should litigation occur to enforce performance under this agreement, the prevailing party shall be entitled to reasonable attorney fees along with any other relief set by the court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- Succession.** This agreement shall be binding upon heirs, successors and assigns of Client and ENPLAN.

ACCEPTANCE

This Agreement shall be effective upon execution by Client or Client's authorized representative and receipt of same by ENPLAN. Signer accepts the Terms and Conditions 1 through 9 above.

Client or Authorized Representative Signature

Date

Date Received (ENPLAN use)

Workscope & Deliverables Geographic Information System City of Bishop

Deliverables and Tasks

1. **High-Resolution Aerial Imagery**
ENPLAN will contract with Photo Science for image collection.
Image resolution will be 4" or 6".
ENPLAN will receive GPS/IMU data.
City limit area (12 square miles).
2. **Image Orthorectification**
Ortho-rectify new imagery to current LiDAR data.
Image accuracy will support mapping at 1"=100' scale and 2' contours.
3. **GIS Updates**
Update any out of date GIS data.
Re-orthorectify 2006 imagery.
Perform a comprehensive review of existing data.
4. **GIS Enablement**
New and updated data to be integrated in existing GIS.
Old obsolete data will be archived.
5. **Web Enablement**
Migrate existing Map Viewer to new internet mapping application.
Expand internet mapping system to improve citizen participation.
Incorporate analytics to monitor website traffic.
6. **Staff Training**
One half day of staff training.
7. **Grant Administration**

Total Cost \$43,750

TO: CITY COUNCIL

FROM: KEITH CALDWELL, INTERIM CITY ADMINISTRATOR *KSC*

SUBJECT: **Advertise for Well Materials Purchase**

DATE: January 9, 2012

Attachments: Department Head Memo
List of materials needed

BACKGROUND/SUMMARY

In a recent inspection of City well facilities, the California Department of Public Health (DPH) determined deficiencies existed at both production wells relating to contamination prevention.

By law, the City must correct these deficiencies. The projected cost of materials is expected to be approximately \$6,000.

RECOMMENDATION

Consideration by Council to approve advertising the materials needed to address deficiencies noted by the state at Well 2 and Well 4 for bids.



To: Keith Caldwell, Interim City Administrator
From: David Grah, Director of Public Works
Subject: Advertise for Well Materials Purchase
Date: 30 December 2011
Previous: None
Funding: Water Capital Improvements

KSC

General:

Public Works proposes to advertise for the purchase materials to protect Wells 2 and 4 from contamination.

Background:

During their inspection this fall, the California Department of Public Health (DPH) saw what they determined to be deficiencies at both of the city's production wells related to contamination prevention. By law the city's water system is licensed by DPH and must meet DPH requirements. Essentially during this inspection they found that Well 2 should have an air gap in its waste line and Well 4 should have the ability to waste to a water truck rather than Bishop Creek.

In this case what is meant by "waste" is as follows. From time to time there needs to be the ability to run a well but not have the water it pumps go into the drinking water system. When a well pumps and the water doesn't go into the system it is said to be pumping to waste.

A list of materials needed to address these deficiencies is attached. The cost of the materials is expected to be about \$6,000. The 2011/2012 budget includes \$5,000 for miscellaneous work under Capital Improvements, Line Item 004-050-56027. If a budget adjustment is needed will be determined when bids for the materials are received.

It is proposed to advertise for bids 10 January 2012, open bids 20 January 2012, and request City Council's approval to purchase the materials at the 23 January 2012 meeting.

Recommendation:

Approve advertising the materials needed to address deficiencies noted by the state at Well 2 and Well 4 for bids.

Materials for Bypass Well 4 and Well 2 Air Gap

- (1) 12" x 4" Flanged T –Sigma or equivalent
- (2) 12" Grip Rings with Accessories for Ductile Iron Pipe O.D. is 13.15- Romac or equivalent
- (2) 12" Flanged x Mechanical Joint Adaptor-Sigma or equivalent
- (1) 12" Flanged Gate Valve (epoxy coated in and out) Mueller or equivalent
- (1) 4" Flanged x Mechanical Joint Gate Valve (epoxy coated in and out)- Mueller or equivalent
- (2) 4" Mechanical Joint 90 Degree Bends Class 350 per ANSI/AWWA C153 Sigma or equivalent
- (5) 4" Grip Rings With Accessories for Ductile Iron Pipe O.D. 4.80 5.00 Romac or equivalent
- (3) 12" Flanged Bolt and Nut Sets
- (2) 12" Drop in Flanged Gaskets
- (1) 12" Full Face Gasket
- (1) 4" Bolt, Nut, and Gasket Set
- (1) 4" x $\frac{3}{4}$ " Two Strap Saddle (to fit 4" Ductile iron Pipe) Smith-Blair 317 Service Saddle or equivalent
- (1) Length of 4" Class 350 Ductile Iron Pipe
- (3) 6" Mechanical Joint 90 Degree Bends Class 350 per ANSI/AWWA C153- Sigma or equivalent
- (5) 6" Grip Rings with Accessories for Ductile Iron Pipe O.D. 6.84-6.96- Romac or equivalent

TO: CITY COUNCIL

FROM: KEITH CALDWELL, INTERIM CITY ADMINISTRATOR *KSC*

SUBJECT: Tank Consultant Services Work Order 3

DATE: January 9, 2012

Attachments: Department Head Memo
Work Order 3

BACKGROUND/SUMMARY

Early in 2011 the city contracted with Resource Concepts Incorporated (RCI) for consultant services on the New Water Storage Tank project.

After some change in state requirements, it was determined that the additional tank was not warranted and the existing storage tank provided adequate storage for our needs. Additionally, the project included other related work. This work included changes in the water system between Well 4 and the existing storage tank that would provide needed positive pressure and prevent contamination.

It has been determined that a small tank at Well 4 would provide the appropriate pressure between the Well and the existing tank. The solution will be implemented as a construction project and consultant work is needed to develop the construction documents.

RECOMMENDATION

Consideration by Council to:

- Approve execution of Work Order 3 under the contract with Resource Concepts Incorporated for the New Water Tank Storage project.
- Authorize expenditure not to exceed \$25,000 under this work order for a total not to exceed for the contract of \$62,400.



To: Keith Caldwell, Interim City Administrator *KSC*
From: David Grah, Director of Public Works
Subject: Approve Tank Consultant Services Work Order 3
Date: 30 December 2011
Previous: 8 November 2011, 22 February 2011, 8 November 2010
Funding: Water capital improvement funds

General:

Public Works proposes to execute Work Order 3 under the contract with Resource Concepts Incorporated (RCI) for work included in the original 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 was needed to meet state requirements in place at that time and would provide additional storage for fire suppression and for emergencies.

Early in 2011 the city contracted with Resource Concepts Incorporated (RCI) of Carson City, Nevada for consultant services on the project. Work Order 1 under that contract was executed for planning on the project including establishing the tank size and location.

As work proceeded under Work Order 1 it was determined that state requirements for water storage had changed such that the City of Bishop's existing storage tank provided adequate storage for the city as far as the state is concerned. It was also determined that the additional storage was not warranted for fire suppression and other emergencies. As a result the new large storage tank was dropped from the project.

Aside from the tank, the project included other related work that should be completed even if the tank is not. A big piece of the related work was changes to the water system between Well 4, the main production well for the city, and the existing storage tank that would keep positive pressure in this part of the system. Positive pressure is needed to prevent contamination through breaks or flaws in the pipe.

Work Order 2 was for consultant services to identify a range of potential solutions to this problem. The range of solutions was evaluated by RCI and by Public Works staff and a preferred solution was identified. This solution includes, with some irony, a small tank at Well 4 to help maintain positive pressure in the system between the well and existing tank. The solution will be implemented as a construction project and consultant services are needed to develop the construction documents. The attached draft Work Order 3 has been drafted for these services.

The Work Orders would be as follows:

Number	Description	Cost
1	General Planning	\$29,900
2	Identify Positive Pressure Solutions	\$7,500
3	Deliver Positive Pressure Solution Project	\$25,000
	Total	\$62,400

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
Total		\$200,000

Recommendation:

1. Approve the execution of a Work Order 3 under the contract with the Resource Concepts Incorporated for the New Water Storage Tank project.
2. Authorize the expenditure not to exceed \$25,000 under this work order for a total not to exceed for the contract of \$62,400.

WORK ORDER 3 BISHOP WATER STORAGE TANK PROJECT

This work order is under the agreement approved by City Council 28 February 2011 between the City of Bishop and Resource Concepts Incorporated for the city's Water Storage Tank project. The general scope of this work order is for consultant services in support of improvements to maintain positive pressure in the line between Well 4 and the existing storage tank.

SCOPE

A. POSITIVE PRESSURE IMPROVEMENTS DESIGN

1. Develop 50% plan with a based on Alternative 2 and 3 from the findings memo generated by RCI for the pressure system improvements from the existing Well 4 facilities to the existing downhill storage tank in accordance with state requirements and good practices.
2. Review 50% plans with City to verify direction of plans.
3. Develop 95% plan for piping, storage, valving, and other improvements necessary to implement the desired strategy for positive system pressure. Does not include the final design of a production well at this time.
4. Permit coordination based on 95% plans. Permit the designed improvements with the CDPH and local authorities as required. Includes environmental clearances.
5. Develop 100% plan set with specifications based on final comments from City and Permitting Agencies.
6. Building Permit for water tank will be part of Shop Drawing process with Tank Builder and included as part of the Contractor's scope of work in the bidding process.
7. Geotechnical investigation for structural design of water tank.
8. Contract document preparation is not included at this time, RCI can help prepare these if necessary but typically local entities have their own format they like to use.
9. Bidding services are not included at this time and can be added as part of an additional work order, or if funds are remaining in the current work order after the completion of the full scope of work RCI will provide bidding services up to the extent of the remaining budget in the current work order.
10. Construction Services and Inspection Services will be determined as part of a separate Work Order once the implementation and final project have been developed. Construction management is estimated to be 3-5% of the construction cost for the final project. Inspection is estimated to be 3-5% of the construction cost for the final project.

COSTS

- 50% Plan Set - \$5,000
- 95% Plan Set - \$10,000
- 100% Plan Set & Specifications: \$5,000
- Permitting (including CEQA checklist): \$5,000

TOTAL: \$25,000

To be billed per original agreement on a T&M basis not to exceed.

Schedule

The work under this work order shall be completed no later than April 2013.

It is envisioned that work will progress under the following steps with each step being a milestone for confirmation/coordination with the City to confirm the direction of the project and current completed work:

1. 50% Plan Set
2. 95% Plan Set
3. 100% Plan Set with Specifications and Permits

Agreed:

City of Bishop

By:

Resource Concepts Incorporated

By:

Keith Caldwell
Interim City Administrator

Date

Date

TO: CITY COUNCIL

FROM: KEITH CALDWELL, INTERIM CITY ADMINISTRATOR KSC

SUBJECT: BUDGET ADJUSTMENTS/TRANSFERS FY 2011-2012

DATE: JANUARY 9, 2012

Attachment: Finance Department Memorandum

BACKGROUND/SUMMARY:

Attached is a Budget Adjustment/Transfers Report for Fiscal Year 2011-2012 through December 31, 2011 from Cheryl Solesbee, Accounting Secretary/Budget Manager. Action to approve the transactions will bring the listed accounts into reconciliation with expenditures for that period.

RECOMMENDATION:

Consideration to approve the budget adjustments and transfers for Fiscal Year 2011-2012 through December 31, 2011 as presented.

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

The following are budget adjustments and transfers which would bring the listed accounts into reconciliation with expenditures through December 31, 2011.

BUDGET ADJUSTMENT AS FOLLOWS:

From Unbudgeted Reserves

<u>FUND</u>	<u>AMOUNT</u>	<u>TO FUND/DEPT</u>	<u>AMOUNT</u>
General Fund	\$ 860	General Fund	
		Street Sweeping	\$ 100
		001-025-52017	
		Waste Fees	
		Fire Dept	
		001-021-51010	\$ 760
		Workers Comp	
		Note:Reimb from Dist	
Sewer Fund	\$ 4,375	Sewer Fund	
		002-051-52015	\$ 4,375
		Prof/tech svcs	
		Note: Approved by	
		CC 12/12/11	
Water Fund	\$ 4,375	Water Fund	\$ 4,375
		004-050-52015	
		Prof/tech svcs	
		Note: Approved by	
		CC 12/12/11	
		To	
<u>Department Line Item</u>		<u>Department Line Item</u>	
Adm			
001-011-51025	\$ 4,434	001-011-51042	\$ 4,434
Retiree Hlth Ins		Unemployment Ins.	

<u>Department Line Item</u>		To	<u>Department Line Item</u>	
Finance				
001-012-52019	\$	60	001-012-55024	\$ 60
Misc dues/subscript			Rental & Refunds	
Fire Dept				
001-021-52013	\$	300	001-021-52014	\$ 300
Communications			Meetings, travel	
001-021-52015	\$	1,500	001-021-52009	\$ 1,500
Prof/tech svcs			Training	

TO: CITY COUNCIL

FROM: KEITH CALDWELL, INTERIM CITY ADMINISTRATOR

SUBJECT: CITY OF BISHOP REDEVELOPMENT AGENCY

DATE: JANUARY 9, 2012

Attachments:

BACKGROUND/SUMMARY

City Attorney Peter Tracy will provide a report, documents and recommendation for action relating to the recent ruling by the Supreme Court on cities redevelopment agencies and the effect on the Bishop Redevelopment Agency.

RECOMMENDATION

Hear the report and, if appropriate, take action relating to the dissolution of the Bishop Redevelopment Agency and declination by resolution to act as successor agency.