

"SMALL TOWN WITH A BIG BACKYARD"



COUNCIL AGENDA PACKET

JULY 8, 2013



CITY OF BISHOP

CITY COUNCIL MEETING AGENDA

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

NOTICES TO THE PUBLIC

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

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

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

MONDAY, JULY 8, 2013

7:00 P.M.

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

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

PRESENTATIONS

(1) Council will make a presentation to recognize James Gervasoni for his outstanding community service.

DEPARTMENT HEAD REPORTS

Updates on department activities will be given by the Department Heads

- A. Fire Chief Ray Seguine
- B. Police Chief Chris Carter
- C. Public Works Director/City Engineer Dave Grah
- D. City Administrator/Community Services Director Keith Caldwell

COUNTY OF INYO UPDATE – Second District Supervisor Jeff Griffiths

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

(2)

FOR APPROVAL/FILING

Minutes

(a) Study Session – June 24, 2013

(b) Council Meeting and Special Meeting – June 24, 2013

- Reports (c) Personnel Status Change Report
- (d) Warrant Register – June 2013
- Agreements (e) ESCSD Lease Agreement for Office Space in City Hall

FOR INFORMATION/FILING

- Reports (f) Fire Department Activity Log – June 2013
- (g) Public Works Report – May 2013
- (h) Public Works Building Permits Report – June 2013
- Minutes (i) Planning Commission Minutes – May 29, 2013
- Agenda (j) Planning Commission Meeting Agenda – June 25, 2013

NEW BUSINESS

- (3) ORDINANCE RELATING TO HOME OCCUPATIONS – Council consideration to approve the second reading and adoption of an ordinance amending the Bishop Municipal Code, Chapter 17 Zoning, to provide a definition for Cottage Food Operation and amending Uses Permitted – Planning Department.
- (4) AWARD POSITIVE PRESSURE WATER SYSTEM IMPROVEMENTS CONTRACT – Council consideration to award the Positive Pressure Water System Improvements Project construction contract – Public Works Department.
- (5) STREET CLOSURE FOR FARMER’S MARKET – Council consideration to approve closure of a portion of Church Street for Farmer’s Market 2013 – Public Works Department.
- (6) DIGESTER CLEANING – Council consideration to approve the digester cleaning by North American Digesters and approve the necessary budget adjustments – Public Works Department.

COUNCIL AND COMMITTEE REPORTS

ADJOURNMENT

- Monday, July 22, 2013 – 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers
- Tuesday, August 6, 2013 – 9:00 a.m. Budget Retreat – Executive Conference Room
- Monday, August 12, 2013 – 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers
- Monday, August 26, 2013 – 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers
- Monday, September 9, 2013 – 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers
- Monday, September 23, 2013 – 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers



CITY OF BISHOP

STUDY SESSION AGENDA

Council Chambers - 301 West Line Street - Bishop, California

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MONDAY, JULY 8, 2013

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. Introduce Public Works Intern
2. Discuss proposed ordinance relating to Emergency Organization and Services and the Interagency Assistance Mutual Aid Agreement between the Inyo County Sheriff's Department/County of Inyo and City of Bishop Police Department/City of Bishop
3. Discuss delegating claims handling authority to California Joint Powers Insurance Authority (JPJA)
4. Current 7:00 p.m. agenda items
5. Future agenda items
6. Department Head Reports

DISCUSSION

1. Councilmember David Stottlemyre
2. Councilmember Pat Gardner
3. Councilmember Keith Glidewell
4. Mayor Pro Tem Jim Ellis
5. Mayor Laura Smith

CLOSED SESSION

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code § 54957 – Title: Fire Chief

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

Bishop Municipal Code Sections 2.36.10-2.36.100

Recommended Changes:

2.36.020- Add language that addresses acts of terrorism, both foreign and Domestic. Such as....riot or earthquake, or other conditions including conditions resulting from acts of terrorism both foreign and domestic, from war or imminent threat of war,.....

2.36.030- Remove Disaster Council Language and Designation

2.36.040- Remove Disaster Council Power and Duties

2.36.050- Director of Emergency Services should be designated as the City Administrator

2.36.060- Director of Emergency Services Powers and Duties

6. Director of State Office of Emergency Services should be changed to read Director of the California Emergency Management Agency (Cal-EMA).

6(e). Change fromordinary power as Mayor....to read , “all of his ordinary power as City Administrator...”

6 C- Delete the language applying to Coordinator of Disaster Services

2.36.070-

2.36.080- Should be combined to read Emergency Organization, Operations, and Plans- Text of this chapter should read as follows:

All officers and employees of the city, together with those persons of allied agencies, volunteer groups and private parties, who may by agreement or operation of law be charged with duties incident to the protection of life and property or management of an emergency in this city shall organize and operate in accordance

with the provisions of the Emergency Operations Plan of the City of Bishop, and in accordance with any applicable laws or regulations such as the Standard Emergency Management System (SEMS) or National Incident Management System (NIMS). The Emergency Operations Plan of the City of Bishop shall be regularly updated as necessary or as prescribed by existing law. The Director of Emergency Services shall be tasked with insuring that all Departments and employees of the City of Bishop are familiar with the Emergency Operations Plan, that regular training and exercises are conducted in accordance with the plan, and that the plan is updated as prescribed by this code.

2.36.090- Expenditures should read:and benefit of the inhabitants and property of the City of Bishop, County of Inyo, and/or State of California.

2.36.100- Punishment of Violations- Should be deleted as existing State and Federal laws cover these issues and enforcement falls to either the District Attorney, Attorney General, or Federal Authorities.

Bishop, California, Code of Ordinances >> Title 2 - ADMINISTRATION AND PERSONNEL >> **Chapter 2.36 - EMERGENCY ORGANIZATION AND SERVICES >>**

Chapter 2.36 EMERGENCY ORGANIZATION AND SERVICES

Sections:

2.36.010 - Purposes.

2.36.020 - Emergency defined.

2.36.030 - Disaster council membership.

2.36.040 - Disaster council powers and duties.

2.36.050 - Director of emergency services and coordinator of disaster services.

2.36.060 - Powers and duties of director of emergency services.

2.36.070 - Emergency organization.

2.36.080 - Emergency plan.

2.36.090 - Expenditures.

2.36.100 - Punishment of violations.

2.36.010 Purposes.

The declared purposes of this chapter are to provide for the preparation and carrying out of plans for the protection of persons and property within the city in the event of an emergency; the direction of the emergency organization; and the coordination of the emergency functions of this city with all other public agencies, corporations, organizations, and affected private persons.

(Prior code § 5-1)

2.36.020 Emergency defined.

As used in this chapter, "emergency" means the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this city caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake, or other conditions including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this city, requiring the combined forces of other political subdivisions to combat.

(Prior code § 5-2)

2.36.030 Disaster council membership.

The disaster council is created and shall consist of the following:

- A. The chairman of the council who shall be chairman;
- B. The director of emergency services shall be the mayor;
- C. Such chiefs of emergency services as are provided for in a current emergency plan of this city, adopted pursuant to this chapter;
- D.

Such representatives of civic, business, labor, veterans, professional, or other organizations having an official emergency responsibility, as may be appointed by the city council.

(Prior code § 5-3)

2.36.040 Disaster council powers and duties.

It shall be the duty of the disaster council, and it is empowered to develop and recommend for adoption by the council, emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements. The disaster council shall meet upon call of the chairman, or, in his absence from the city or inability to call such meeting, upon call of the vice chairman.

(Prior code § 5-4)

2.36.050 Director of emergency services and coordinator of disaster services.

- A. There is created the office of director of emergency services. The mayor shall be the director of emergency services.
- B. There is created the office of coordinator of disaster services. The chief of police shall be the coordinator of disaster services.

(Prior code § 5-5)

2.36.060 Powers and duties of director of emergency services.

- A. The director is empowered to:
 - 1. Request the city council to proclaim the existence or threatened existence of a "local emergency" if the council is in session, or to issue such proclamation if the council is not in session. Whenever a local emergency is proclaimed by the director, the council shall take action to ratify the proclamation within seven days thereafter or the proclamation shall have no further force or effect;
 - 2. Recommend that the city council request the Governor to proclaim a "state of emergency" when, in the opinion of the director, the locally available resources are inadequate to cope with the emergency;
 - 3. Control and direct the effort of the emergency organization of this city for the accomplishment of the purposes of this chapter;
 - 4. Direct cooperation between and coordination of services and staff of the emergency organization of this city, and resolve questions of authority and responsibility that may arise between them;
 - 5. Represent this city in all dealings with public or private agencies on matters pertaining to emergencies as defined in this chapter;
 - 6. In the event of the proclamation of a local emergency as provided in this chapter, the proclamation of a state of emergency by the Governor or the Director of the State Office of Emergency Services, or the existence of a state of war emergency, the director is empowered:
 - a. To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the city council,

- b. To obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property and to bind the city for the fair value thereof and, if required immediately, to commandeer the same for public use,
 - c. To require emergency services for any city officer or employee and, in the event of the proclamation of a state of emergency in the city or the existence of a state of war emergency, to command the aid of as many citizens of this city as he deems necessary in the execution of his duties; such persons shall be entitled to all privileges, benefits, and immunities as are provided by state law for registered disaster service workers,
 - d. To requisition necessary personnel or material of any city department or agency, and
 - e. To execute all of his ordinary power as mayor, all of the special powers conferred upon him by this chapter or by resolution or emergency plan pursuant hereto adopted by the city council, all powers conferred upon him by any statute, by any agreement approved by the city council, and by any other lawful authority.
- B. The director of emergency services shall designate the order of succession to that office, to take effect in the event the director is unavailable to attend meetings and otherwise perform his duties during an emergency. Such order of succession shall be approved by the city council.
- C. The coordinator of disaster services shall, under the supervision of the director and with the assistance of emergency service chiefs, develop emergency plans and manage the emergency programs of this city; and shall have such other powers and duties as may be assigned by the director.

(Prior code § 5-6)

2.36.070 Emergency organization.

All officers and employees of the city, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations, and persons who may by agreement or operation of law, including persons impressed into service under the provisions of Section 2.36.060 (A)(6)(c), be charged with duties incident to the protection of life and property in this city during such emergency, shall constitute the emergency organization of the city.

(Prior code § 5-7)

2.36.080 Emergency plan.

The city disaster council shall be responsible for the development of the city emergency plan, which plan shall provide for the effective mobilization of all of the resources of this city, both public and private, to meet any condition constituting a local emergency, state of emergency, or state of war emergency; and shall provide for the organization, powers and duties, services, and staff of the emergency organization. Such plan shall take effect upon adoption by resolution of the city council.

(Prior code § 5-8)

2.36.090 Expenditures.

Any expenditures made in connection with emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the city.

(Prior code § 5-9)

2.36.100 Punishment of violations.

It is a misdemeanor, punishable by a fine of not to exceed five hundred dollars, or by imprisonment for not to exceed six months, or both, for any person, during a state of war emergency, state of emergency, or local emergency, to:

- A. Wilfully obstruct, hinder, or delay any member of the emergency organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter, or in the performance of any duty imposed upon him by virtue of this chapter;
- B. Do any act forbidden by any lawful rule or regulation issued pursuant to this chapter, if such act is of such a nature as to give or be likely to give assistance to the enemy, or to imperil the lives or property of inhabitants of this city, or to prevent, hinder, or delay the defense or protection thereof;
- C. Wear, carry, or display, without authority, any means of identification specified by the emergency agency of the state.

(Prior code § 5-10)

Robin Picken

From: David Grah [davegrah@ca-bishop.us]
Sent: Wednesday, June 19, 2013 4:23 PM
To: ccarter@bishoppd.org; 'Keith Caldwell'; 'Robin Picken'
Cc: 'Ray Sequine'; 'Peter Tracy'
Subject: RE: Recommended Changes to Bishop Municipal Code

This looks good to me. I can never resist a few comments though:

1. Does the terrorism in 2.36.020 need to be qualified as "foreign and domestic"?
2. Should expenditures in 2.36.090 benefit private property and inhabitants and property of the federal government as well?
3. Should 2.36.060A6c read "To require emergency service from..."?

From: ccarter@bishoppd.org [mailto:ccarter@bishoppd.org]
Sent: Wednesday, June 19, 2013 3:08 PM
To: Keith Caldwell; Robin Picken
Cc: Dave Grah; Ray Sequine; Peter Tracy
Subject: Recommended Changes to Bishop Municipal Code

Folks,

After reviewing the Muni Code and our Emergency Operations Plan, these are my recommended changes. The PDF file is our existing code which I included for convenience. Feel free to comment or add anything you believe should be added. We can distribute and discuss at the scheduled Study Session in July after we've all had a chance to review and digest. Thanks all.

C.

Chief Chris Carter
Bishop Police Department
207 W. Line St.
Bishop, CA 93514
760-873-5866

Appendix: Interagency Assistance Mutual Aid Agreement

This Mutual Aid Agreement made and entered into by and between the Inyo County Sheriff's Department/County of Inyo and the Bishop Police Department/City of Bishop.

Whereas, the law of the State of California provides that each public entity within the State of California is empowered to make and enter into Mutual Aid Agreements with other contiguous public entities within the State to more effectively allocate law enforcement and other public safety services during emergency situations;

Whereas, the undersigned public entities that are parties to this Mutual Aid Agreement must confront numerous threats to public health and safety, including but not limited to natural or manmade disasters;

Whereas, none of the law enforcement agencies party to this Agreement possess all of the necessary resources to cope with every possible law enforcement emergency or disaster by themselves, and an efficient, effective response can best be achieved by the application and leveraging of the collective resources of these law enforcement agencies;

Whereas, the parties to this Agreement have determined that it is in their collective best interest to develop and implement comprehensive preparedness plans and conduct joint exercises in advance of a sudden and immediate need to enhance the efficiency and effectiveness of their response to any emergency or disaster;

Whereas, it is desirable that each of the parties hereto should voluntarily aid and assist each other in the event that an emergency situation should occur by the interchange of law enforcement services; and

Whereas, it is necessary and desirable that a Mutual Aid Agreement be executed for the interchange of such mutual assistance on a local, county, and/or regional basis;

Now, therefore, it is hereby agreed by and between each and all of the parties hereto as follows;

Article I: Definitions

Assisting Agency: A law enforcement agency providing law enforcement manpower, equipment, and resources to a law enforcement agency from another jurisdiction that has requested assistance to confront an emergency.

Requesting Agency: A law enforcement agency under an emergency condition that has requested assistance from a law enforcement agency participating in the regional Mutual Aid Agreement.

Emergency: Any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population, substantial damage to or loss of property, or substantial harm to the environment and is beyond the capacity of an individual agency to effectively control.

Mutual Aid: A prearranged written agreement and plan whereby assistance is requested and provided between two or more jurisdictions during an emergency under the terms of the Agreement.

Staging Area: A location identified outside the immediate emergency area where law enforcement equipment and personnel assemble for briefing, assignment, and related matters.

Authorized Representative: The chief executive officer of a participating law enforcement agency, or his or her designee, who has authorization to request, offer, or provide assistance under the terms of this Agreement.

Period of Assistance: The period of time beginning with the departure of personnel and/or equipment of the assisting party from any point for the purpose of traveling to provide assistance exclusively to the requesting agency, and ending on the return of all the assisting party's personnel and equipment to their regular place of work or assignment, or as otherwise terminated through written or verbal notice of the designated agency official by the designated official of the assisting party.

Article II: Terms of the Agreement

1. Each party agrees that in the event of an emergency situation, the assisting agency will furnish such personnel, equipment, facilities, or services as are available, provided that such actions would not unreasonable diminish its capacity to provide basic law enforcement services to its own jurisdiction. (See Exhibit I)
2. Each party shall designate the appropriate official within its jurisdiction who has the legal authority to bind its jurisdiction to this Agreement and who shall sign this Agreement.
3. To invoke assistance under the provisions of this Agreement, the designated official from the requesting agency shall be required to contact the designated official of the assisting agency by telephone, in writing, or e-mail. The assisting agency may request such information from the requesting agency as is necessary to confirm the emergency situation and to assess the types and amounts of assistance that shall be provided.
4. During an emergency situation, all personnel from assisting agencies shall report to and work under the direction of the designated incident commander. Personnel from either the requesting or the assisting agency may receive supervision from

any command personnel from the combined participating localities if authorized by the incident commander or his or her designee in the incident command structure, depending on identified needs and available resources deemed most qualified to meet mission goals and objectives. Tactical teams (e.g. bomb disposal, canine teams, special weapons, and tactics units) shall operate under the direction of their tactical commander once they are authorized to undertake assignments.

5. Personnel responding to a call for assistance outside their appointed jurisdiction shall have those law enforcement powers provided for by state law.
6. In any emergency situation where the Mutual Aid Agreement has been invoked, radio communications should be established between all of the parties, where possible, through the use of the local public mutual aid radio system or other shared communication system.
7. **Worker's Compensation, Liability, Property Damage**
 - a. **Workers' Compensation Coverage:** Each public entity will be responsible for its own actions and those of its employees and is responsible for complying with the State of California Workers' Compensation Act. Coverage under this Act may be obtained (1) by a policy with an insurance company licensed to do business in the State of California, (2) by being a qualified self-insured, or (3) by being a member of a group self-insurance association. Each public entity should understand that workers' compensation coverage does not automatically extend to volunteers. Each public entity may obtain accident insurance for any volunteer at the locality's discretion. Workers' compensation coverage for certain volunteers (e.g. volunteer firefighters, volunteer lifesaving or volunteer rescue squad members, volunteer law enforcement chaplains, auxiliary or reserve law enforcement officers, auxiliary or reserve deputy sheriffs, volunteer emergency medical technicians, and members of volunteer search and rescue organizations) may be obtained by adding this exposure to the locality's workers' compensation coverage. As an alternative, the individual volunteer company may obtain workers' compensation insurance coverage for this exposure.
 - b. **Automobile Liability Coverage:** Each public entity is responsible for its own actions and is responsible for complying with the State of California motor vehicle financial responsibility laws. Coverage under these laws may be obtained (1) by a policy with an insurance company licensed to do business in the State of California, (2) by being a qualified self-insured, or (3) by being a member of a group self-insurance association. Each public entity agrees to obtain automobile liability coverage with at least \$1,000,000 combined single limit and coverage extended to owned, non-owned, and hired vehicles. It is understood that the public entity may

include in the emergency response volunteer companies that have motor vehicles titled in the name of the volunteer company. It is the responsibility of the public entity to determine if the volunteer company has automobile liability coverage as outlined in this section. This provision is met by being a qualified self-insured or by being a member of a group self-insurance association.

- c. **General Liability, Public Officials Liability, and Law Enforcement Liability:** To the extent permitted by law and without waiving sovereign immunity, each party to this Agreement will be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each public entity agrees to obtain general liability with at least a \$1,000,000 combined single limit. Each public entity agrees to obtain public official liability coverage and law enforcement liability coverage with at least a \$1,000,000 combined single limit. These coverages may be obtained (1) by a policy with an insurance company licensed to do business in the State of California, (2) by being a qualified self-insured, (3) by being a member of a group self-insurance association, [or (4) by any insurance plan administered through the Agency's Risk Management.]

8. Each Party shall develop and update on a regular basis a plan providing for the effective mobilization of its resources and facilities.
9. Interagency assistance plans shall be developed and updated on a regular basis by the parties hereto and are operative between the parties in accordance with the provisions of such plans.
10. The parties agree to meet on a regular basis to review all interagency assistance plans and the provisions of this Agreement.
11. This agreement shall become effective as to each party's public entity when approved and executed by that public entity. The Agreement shall remain in effect as between each and every party until participation in this Agreement is terminated by the party in writing. Any party to this Agreement may terminate participation in this Agreement upon 30 days' written notice addressed to the designated public official of each of the other signatory public entities that are parties to this Agreement.
12. The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or

parties shall have any right of action whatsoever hereunder for any cause whatsoever.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

INYO COUNTY SHERIFF'S DEPT

CITY OF BISHOP POLICE DEPT

By _____
Sheriff

By _____
Chief of Police

Dated: _____

Dated: _____

Approved as to form:

County Counsel

City Attorney

Dated: _____

Dated: _____

EXHIBIT #1

Mutual Aid Request deployments shall follow the procedures set forth in the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS), utilizing the Incident Command System

Mutual Aid Request deployments outside of the Inyo County Operational Area shall follow the California Emergency Services Act, California Government Code Sections 8550 to 8690.7, the Interstate Civil Defense and Disaster Compact (1951), and the Emergency Management Assistance Compact (2005.)

Nothing in this agreement shall preclude the Sheriff's Joint SED team from responding to a mutual aid request from a neighboring (contiguous) County or Agency.

Actions taken by individual personnel shall be subject to the policies and procedures of their respective individual departments, to include the appropriate Use of Force policies.

Specialized units shall meet the standards of training, as recommended by the Commission on Peace Officer Standards and Training for such units.

I. Crisis Response Unit

- a. Special Weapons and Tactics (SWAT) Team
 - i. Members of the Inyo County SED team and Bishop Police SED team shall train with each other and meet the standards established by the California Commission on Peace Officer Standards and Training for a Level III SWAT Team.
- b. Crisis Negation Team (CNT)
 - i. Members of the Inyo County Sheriff's CNT shall train with the Bishop Police CNT team and meet the standards established by the California Commission on Peace Officer Standards and Training.

AGENDA PLANNING FOR UPCOMING MEETINGS

JULY 8, 2013
STUDY SESSION
DISCUSSION ITEM #5

MON, JULY 22, 2013 MEETINGS

4:00 PM

-

7:00 PM

- PRESENTATION – by La Causa Member Noe Gadea recognizing Jose Garcia as “Outstanding Person of the Year”
- Chamber of Commerce Update
- Public Hearing and Introduction of proposed ordinance relating to Emergency Organization and Services – Administration (K.Caldwell)
- Mutual Aid Agreement between the Inyo County Sheriffs Department and City of Bishop Police Department – Police Department (C.Carter)
- Grant SCE easement for Wye Road Intersection Improvements project – Public Works (D.Grah)
- Approval to advertise the Wye Road Improvement Project for bids – Public Works (D.Grah)
- Approval of payment to Eastern Sierra Community Services District (ESCSA) for Monitoring Well 8 – Public Works (D.Grah)

TUE, AUGUST 6, 2013 – BUDGET RETREAT

9:00 AM

- Budget Retreat

MON, AUGUST 12, 2013 MEETINGS

4:00 PM

- Selection of Quarterly Citizen Award to be presented September 9th

7:00 PM

- Northern Inyo Hospital Quarterly Update – (Angie Aukee and/or Cheryl Underhill)

MON – AUGUST 26, 2013 MEETINGS

4:00 PM

- Budget Discussions

7:00 PM

- Chamber of Commerce Update
- Update by Supervisor Jeff Griffiths
- Award contract for Wye Road Improvement Project – Public Works (D.Grah)

7/3/2013 8:52 AM

MON, SEPTEMBER 9, 2013 MEETINGS

4:00 PM

-

7:00 PM

- Presentation of Quarterly Citizen Award
- Water and Sewer Commission rate recommendations

MON – SEPTEMBER 23, 2013 MEETINGS

4:00 PM

-

7:00 PM

- Chamber of Commerce Update
- Update by Supervisor Jeff Griffiths
- Proposed ordinance/resolution – council salaries and benefits – Administration/City Attorney (K.Caldwell/P.Tracy)

TUES, OCTOBER 15, 2013 MEETINGS

4:00 PM

-

7:00 PM

- Approve Water and Sewer Rate hearing notices

MON – OCTOBER 28, 2013 MEETINGS

4:00 PM

-

7:00 PM

- Chamber of Commerce Update
- Update by Supervisor Jeff Griffiths

TUES, NOVEMBER 12, 2013 MEETINGS

4:00 PM

- Selection of Quarterly Citizen Award to be presented December 9

7:00 PM

- Chamber of Commerce Update
- Northern Inyo Hospital Quarterly Update – (Angie Aukee and/or Cheryl Underhill)
- Adoption of Preliminary 2014/2015 Budget

MON, NOVEMBER 25, 2013 MEETINGS

4:00 PM

•

7:00 PM

- Update by Supervisor Jeff Griffiths

MON, DECEMBER 9, 2013 MEETINGS

4:00 PM

•

7:00 PM

- Presentation of Quarterly Citizen Award
- Chamber of Commerce Update
- Public Hearing - water and sewer rates

MON, JANUARY 6, 2014 MEETINGS

4:00 PM

•

7:00 PM

- Reorganization – Selection of Mayor and Mayor Pro Tem
- Review of Mayoral Appointments

MON, JANUARY 20, 2014 MEETINGS

4:00 PM

•

7:00 PM

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

SUBJECT: PRESENTATION – JAMES GERVASONI

DATE: JULY 8, 2013

Attachments:

- Information about James Gervasoni

BACKGROUND/SUMMARY

James Gervasoni is being recognized for his outstanding community service. On his own initiative, he has voluntarily been picking up trash and cleaning debris along our city streets and sidewalks.

RECOMMENDATION

Present a Certificate of Recognition to James Gervasoni for his outstanding community service.

James Gervasoni

James Gervasoni is being recognized this evening for his outstanding community service. You may have seen him out in the community picking up trash and keeping the city sidewalks free from gum and weeds.

Mr. Gervasoni enjoys living in the Eastern Sierra and appreciates the beauty that surrounds us here in Bishop. He has expressed that he has the time to go out with his bucket and tools to clean the sidewalks and to pick up unsightly trash along the way. He states that it is his way of giving back to the community and to help to keep things looking beautiful in the community he loves and enjoys.

The City Council wishes to formally recognize James Gervasoni for his outstanding community service and to thank him for the many hours he has given to help keep the City of Bishop looking beautiful.

CITY OF BISHOP
CITY COUNCIL STUDY SESSION MINUTES
JUNE 24, 2013

CALL TO ORDER Mayor Smith called the meeting to order at 4:04 p.m. in the City Council Chambers at 301 West Line Street, Bishop, California.

COUNCIL PRESENT Council Members David Stottlemire, Pat Gardner, Keith Glidewell
Mayor Pro Tem Jim Ellis
Mayor Laura Smith

COUNCIL ABSENT None

OTHERS PRESENT Keith Caldwell, City Administrator/Community Services Director
Robin Picken, Assistant City Clerk
Peter Tracy, City Attorney
Ray Seguire, Fire Chief
Chris Carter, Police Chief
David Grah, Public Works Director/City Engineer
Gary Schley, Public Services Operator

PUBLIC COMMENT The Mayor announced the public comment period.

Chris McMurry, Bishop resident and owner of McMurry’s Sports Bar, announced that he would like to have food vendor Mad Dogs of Bishop park at his place of business on Tuesdays from 5:00 p.m. – 8:00 p.m. to start what he called a “Taco Tuesday.” Staff requested that he come by the city offices to discuss the process of permitting and other items of consideration.

Walt Pachucki, Bishop resident and President of the Eastern Sierra Community Services District (ESCSA), announced that both the City of Bishop and ESCSD have been working together on continuing to find projects to work collaboratively on. An example given was the cleaning of the digesters for both the city and for ESCSD. They look forward to future projects to work together on in the future. Council acknowledged Mr. Pachucki’s comments and are also looking forward to working together more in the future.

No further public comments were provided.

SCHEDULED DISCUSSION Discussion was held on the following Study Session agenda items:

- 1. New City Website Design Public Works Director Grah announced that Public Works Secretary Michele Thomas will be at the regular meeting at 7:00 p.m. to update the Council on the new website design.

- | | |
|---|--|
| 2. Set dates for Budget Workshops in September and Budget Hearings in October | City Administrator Caldwell addressed the Council with suggested dates to hold this year's Budget Workshops and Budget Hearings. After a brief discussion, Council requested that a Budget Retreat be scheduled prior to the Budget Workshops for approximately three hours or less to discuss the budget and the general fund. Council also requested that further budget discussions be scheduled at the August 26 Study Session. Staff was directed to confirm the dates for the Budget Retreat, continued budget discussions at a future Study Session, and the Budget Workshops in September. |
| 3. Food Vendor Update and Discuss Food Vendor Mad Dogs request to move to Academy St. | City Administrator Caldwell presented Council with an update on Food Vendors and Mad Dogs of Bishop's request to move to Academy Street. Rodolfo "Rudy" Madera owner of Mad Dogs of Bishop was present to discuss the different options presented by City Administrator Caldwell other than moving to Academy Street. After further discussion, staff was directed to meet with Mr. Madera to work out a solution that would work for both the city and Mad Dogs of Bishop. |
| 4. Current 7:00 p.m. agenda items | Discussion was held on the upcoming agenda items for the evening meeting. Questions were answered by staff as needed. |
| 5. Future agenda items | The list of future agenda items was reviewed. |
| 6. Department Head Reports | Reports were given as appropriate. |

COUNCIL DISCUSSION

Councilmember Gardner reported on the Eastern Sierra Council of Governments (ESCOG) meeting she attended and the discussion that occurred regarding the California Department of Fish and Game's request for public comments on the Mountain Yellow-Legged Frog and Yosemite Toad.

Council Members had no other committee reports, community announcements and/or comments or inquiries for staff.

CLOSED SESSION

At 5:15 p.m. the Mayor recessed to closed session as agendized:

1. PUBLIC EMPLOYMENT, PUBLIC EMPLOYEE PERFORMANCE EVALUATION, AND PUBLIC EMPLOYEE RELEASE pursuant to Government Code § 54957 – Title: City Attorney
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code § 54957 – Titles: Fire Chief, Police Chief, Public Works Director/City Engineer, and City Administrator/Community Services Director.

RECONVENE TO OPEN SESSION

At 6:30 p.m. the Mayor reconvened the meeting to open session. The City Administrator announced that the City Attorney will report on any action taken during closed session at the regular meeting scheduled at 7:00 p.m.

ADJOURNMENT

The meeting was adjourned at 6:30 p.m. to the regular meeting scheduled at 7:00 p.m.

LAURA SMITH, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: _____
Robin Picken, Assistant City Clerk

CITY OF BISHOP
CITY COUNCIL MINUTES
JUNE 24, 2013

CALL TO ORDER Mayor Smith called the meeting of the Bishop City Council to order at 7:01 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

INVOCATION The invocation was given by Bishop resident Westley Blum followed by the Pledge of Allegiance led by Mayor Pro Tem Ellis.

COUNCIL PRESENT Councilmembers David Stottlemyre, Pat Gardner, Keith Glidewell
Mayor Pro Tem Jim Ellis
Mayor Laura Smith

COUNCIL ABSENT None

OTHERS PRESENT Keith Caldwell, City Administrator/Community Services Director
Robin Picken, Assistant City Clerk
Peter Tracy, City Attorney
Ray Seguine, Fire Chief
Chris Carter, Police Chief
David Grah, Public Works Director/City Engineer
Gary Schley, Public Services Operator

PUBLIC COMMENT The Mayor announced the public comment period.

Southern California Edison Local Public Affairs Region Manager Daniel S. Brady announced that he was leaving the area and will be working for Southern California Edison in Valencia, California.

Katherine Little of Health Insurance Counseling & Advocacy Program (HICAP) of Inyo and Mono Counties presented Council with a handout of information on HICAP and the services they provide to the community regarding Medicare.

No further public comments were provided.

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

NEW WEBSITE DESIGN

Public Works Secretary Michele Thomas gave a presentation on the city's new website design and ease of navigation to locate items most used by the public at this time. Ms. Thomas thanked everyone who assisted her in this project and answered all questions from Council.

**MISS CITY OF BISHOP AND
MISS TEEN CITY OF BISHOP
QUARTERLY REPORTS**

Miss City of Bishop Kristina Blum and Miss Teen City of Bishop Indica Morgenstein presented Council with their final quarterly reports and expressed that they are now ready to pass the baton on to the next Miss City of Bishop and Miss Teen City of Bishop. They both reported that they have enjoyed all the events that they participated in and will continue to participate in the community and school activities that they have started and have been a part of.

**CONSENT CALENDAR
(1)**

A motion was made by Councilmember Stottlemire and passed 5-0, to approve the Consent Calendar as presented:

Motion/Stottlemire

FOR APPROVAL AND FILING

- (a) Study Session – June 10, 2013
- (b) Council Meeting – June 10, 2013
- (c) Council Retreat – June 14, 2013
- (d) Personnel Status Change Report
- (e) Request to surplus found property – Log #BPD-151-13
- (f) Statement of Fund Transactions 7/1/12-5/31/13
- (g) Inyo County Lease Agreement for Office Space in City Hall
- (h) Inyo County Nutrition & Fitness Services Agreement

FOR INFORMATION AND FILING

- (i) Water Fund Monthly Balances 2012/2013
- (j) Sewer Fund Monthly Balances 2012/2013

PUBLIC HEARINGS

**CLOSEOUT OF THE 2009
GENERAL ALLOCATION OF
THE STATE COMMUNITY
DEVELOPMENT BLOCK
GRANT (CDBG) PROGRAM
AND FINAL GRANTEE
PERFORMANCE REPORT
(GPR)
(2)**

Mayor Smith opened the Public Hearing to hear and consider public input on the closeout of the 2009 General Allocation of the State Community Development Block Grant (CDBG) Program and Final Grantee Performance Report (GPR).

Mammoth Lakes Housing Executive Director Jennifer Halferty reviewed and answered questions on the 2009 General Allocation of the State CDBG Program and the Final Grantee Performance Report.

No comments were received from the public.

Motion/Stottlemire

On a motion by Councilmember Stottlemire the Council voted 5-0 to close the public hearing.

NOTICE OF FINAL PUBLIC HEARING FOR ACCEPTANCE OF A FINAL PRODUCT
(3)

Mayor Smith opened the Public Hearing to hear and consider public input on the notice of final public hearing for acceptance of a final product.

Public Works Director Grah gave an overview of the final product funded by the 2011-2013 Community Development Block Grant (CDBG) Planning and Technical Assistance Program, Grant 11-PTEC-7613 in the amount of \$35,000.

No comments were received from the public.

Motion/Stottlemire

On a motion by Councilmember Stottlemire the Council voted 5-0 to close the public hearing.

SUBMITTAL OF A STATE HOME INVESTMENT PARTNERSHIP PROGRAM APPLICATION
(4)

Mayor Smith opened the Public Hearing to hear and consider public input on the submittal of a State HOME Investment Partnership Program application.

Mammoth Lakes Housing Executive Director Jennifer Halferty reviewed and answered questions on the submittal of a State HOME investment partnership program application.

No comments were received from the public.

Motion/Gardner

On a motion by Councilmember Gardner the Council voted 5-0 to close the public hearing.

PROPOSED ZONING ORDINANCE AMENDMENT RESPECTING HOME OCCUPATIONS
(5)

Mayor Smith opened the Public Hearing to hear and consider public input on the proposed zoning ordinance amendment respecting home occupations.

Public Services Operator Gary Schley reviewed the proposed ordinance with the Council.

No comments were received from the public.

Motion/Stottlemire

On a motion by Councilmember Stottlemire the Council voted 5-0 to close the public hearing.

NEW BUSINESS

RESOLUTION 13-08 IN SUPPORT OF A HOME INVESTMENT PARTNERSHIP PROGRAM GRANT
(6)
Motion/Ellis

On a motion by Mayor Pro Tem Ellis, the Council voted 5-0 to adopt Resolution No. 13-08 by title only, "RESOLUTION NO. 13-08 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2013 ALLOCATION OF THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT HOME INVESTMENT

PARTNERSHIPS PROGRAM.”

ORDINANCE RELATING TO
HOME OCCUPATIONS
(7)
Motion/Stottlemyre

Councilmember Stottlemyre made a motion to introduce the proposed ordinance by title only, of “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, ADDING SECTION 17.08.085 TO CHAPTER 17.08 DEFINITIONS OF TITLE 17 ZONING OF THE BISHOP MUNICIPAL CODE; AND AMENDING SECTION 17.20.020 R-I SINGLE FAMILY RESIDENTIAL DISTRICT, USES PERMITTED RESPECTING HOME OCCUPATIONS.” Motion passed 5-0.

RESOLUTION 13-09
APPROPRIATING FUND
BALANCES PURSUANT TO
ARTICLE XIII B OF THE
CALIFORNIA CONSTITUTION
(PROPOSITION 4)
(8)
Motion/Gardner

On a motion by Councilmember Gardner, the Council voted 5-0 to adopt Resolution No. 13-09 by title only, “RESOLUTION 13-09 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, APPROPRIATING FUND BALANCES PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION (PROPOSITION 4).”

POST “NO PARKING” AT
DESIGNATED LOCATIONS
FOR JULY 4, 2013
(9)
Motion/Glidewell

Councilmember Glidewell made a motion to approve the posting of “No Parking” on both sides of the street for Spruce Street from Wye Road to East Yaney, on both sides of the street for East Yaney Street from Spruce to Hanby, on both sides of the street for Hanby from East Yaney to East Pine, and on both sides of the street for East Line Street from the canal to Johnston Drive on July 4, 2013 from 6:00 AM to 10:00 PM. Motion passed 4-1.

SCADA CONTRACT
AMENDMENT 5
(10)
Motion/Stottlemyre

Councilmember Stottlemyre made a motion to approve the execution of Amendment 5 to the contract with Stantec for the SCADA project with a not to exceed amount for the total project of \$238,654. Motion passed 5-0.

PURCHASE – SLUDGE
VALVE ACTUATORS
(11)
Motion/Glidewell

Councilmember Glidewell made a motion to approve the purchase of sludge valve actuators from Bay Valve for the Automated Sludge Transfer Project not to exceed \$20,000. Motion passed 5-0.

PURCHASE EMERGENCY
WATER MAIN REPAIR PARTS
(12)
Motion/Glidewell

Councilmember Glidewell made a motion to approve the purchase of Emergency Water Main Repair Parts from Western Nevada Supply not to exceed \$15,000 and authorize the necessary budget adjustments in funding for Water-Special Department Supplies. Motion passed 5-0.

BUDGET ADJUSTMENTS/
TRANSFERS FY 2012-2013
(13)
Motion/Gardner

Councilmember Gardner made a motion to approve the budget adjustments and transfers for Fiscal Year 2012-2013 through May 31, 2013 as presented. Motion passed 5-0.

COUNCIL REPORTS	Council Members reported on committee meetings and announced upcoming community events.
RECESSED TO SPECIAL MEETING	At 8:49 p.m. the Mayor recessed to the Special Meeting of the Bishop City Council as posted and agendized:
CALL TO ORDER	Mayor Smith called the Special Meeting of the Bishop City Council to order at 8:49 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.
COUNCIL PRESENT	Councilmembers David Stottlemyre, Pat Gardner, Keith Glidewell Mayor Pro Tem Jim Ellis Mayor Laura Smith
COUNCIL ABSENT	None
PUBLIC COMMENT	No comments were received from the public.
NEW BUSINESS	
ACCEPTANCE OF A FINAL PRODUCT (1) Motion/Stottlemyre	Councilmember Stottlemyre made a motion to accept the final GIS products produced with funding from the 2011-2013 CDBG PTA (General Allocation) program, grant 11-PTEC-7613, known as the Third GIS grant in the amount of \$35,000. Motion passed 5-0.
RECONVENE TO REGULAR MEETING	At 8:50 p.m. Mayor Smith reconvened the Regular Meeting of the Bishop City Council as agendized:
REPORT OF ACTION TAKEN AT CLOSED SESSION HELD AT 4:00 PM STUDY SESSION	City Attorney Peter Tracy reported that the action taken during the Closed Session held at the Study Session at 4:00 p.m. is the announcement of his retirement from the City of Bishop. City Council approved the temporary appointment of the Law Office of Peter E. Tracy and Peter E. Tracy, Esq. to the position of Interim City Attorney during the recruitment for a permanent appointment to the City Attorney position. The temporary appointment as Interim City Attorney was agreed to by both Peter E. Tracy and the City of Bishop to take effect on July 1, 2013 for 10 months.
Motion/Stottlemyre	Councilmember Stottlemyre made a motion to pay Peter E. Tracy, Esq. a flat monthly fee of \$3,500 for the next ten months for all legal and professional services as written in his new contract effective July 1, 2013. Motion passed 5-0.

CLOSED SESSION

At 8:55 p.m. the Mayor recessed to closed session as agendized:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
pursuant to Government Code § 54957 – Titles: Fire Chief, Police Chief, Public Works Director/City Engineer, and City Administrator/Community Services Director.

RECONVENE TO OPEN SESSION

At 9:11 p.m. the Mayor reconvened the meeting to open session. The City Administrator announced that no action was taken by the Council during closed session.

ADJOURNMENT

The Mayor adjourned the meeting at 9:11 p.m. to the Study Session scheduled for Monday, July 8, 2013 at 4:00 p.m. in the City Council Chambers.

LAURA SMITH, MAYOR

Attest: Keith Caldwell, City Clerk

By: _____
Robin Picken, Assistant City Clerk

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

SUBJECT: CONSENT CALENDAR – PERSONNEL STATUS CHANGE REPORT

DATE: JULY 8, 2013

The following personnel item has been submitted for action at this meeting:

<u>COMMUNITY SERVICES</u>	<u>EFFECTIVE DATE</u>
(A) Water Safety Instructor I Part-Time - \$11.00/per hour Seasonal to Water Safety Instructor II Part-Time - \$12.00/per hour Seasonal REHIRE: Kirsten Underwood	5/20/2013
(B) Lifeguard I Part-Time - \$9.00/per hour Seasonal HIRE: Christopher Molina	6/15/2013
<u>PLANNING</u>	
(C) Planning Commissioner Part-Time - \$50.00/per meeting TERMINATION/VOLUNTARY: Frank Crom	6/22/2013
<u>PUBLIC WORKS</u>	
(D) Public Works Intern Part-Time - \$10.00/per hour HIRE: Matthew Picken	7/1/2013
(E) Maintenance Worker – Step 2 Full-Time - \$4,050.00/per month + 5% incentives to Maintenance Worker – Step 3 Full-Time - \$4,454.00/per month + 5% incentives Gary Milici	8/1/2013

2d

TO: City Council/City Administrator
FROM: Finance/Assistant Finance Director
DATE: July 8, 2013
SUBJECT: Warrant Register for the month of June 2013

PAYABLE CHECK NUMBERS ISSUED

CK#64284 thru 64307	\$ 46,023.44
CC#64208	\$ (500.00)
CK#64308 thru 64312	\$ 3,934.71
CK#64313 thru 64347	\$ 179,852.23
CK#64212 Cancelled	\$ (95.60)
CK#64348 thru 64361	\$ 16,789.69
CK#64362 thru 64387	\$ 157,042.89
CK#64286 Void	\$ (134.00)
CK#64388 thru 64406	\$ 11,004.60
CK#64407	\$ 2,968.52
CK#64408 thru 64435	\$ 58,253.10
CC#64352	\$ (295.00)
TOTAL PAYABLE EXP FOR JUNE 2013	\$ 474,844.58

PAYROLL CHECK NUMBERS ISSUED

Regular Payroll, June 14, 2013 CK#38251 thru 38319 DD#6936 thru 6979	\$ 140,358.58
Special Payroll, June 14, 2013 CK#38320 thru 38324	\$ 5,014.15
Special Payroll, June 14, 2013 CK#38325 thru 38330	\$ 1,368.78
Special Payroll, June 14, 2013 CK#38331 thru 38333	\$ 541.50
Special Payroll, Jun 25, 2013 CK#38334 thru 38336	\$ 21,976.45
Regular Payroll, June 28, 2013 CK#38337 thru 38412 DD#6980 thru 7027	\$ 139,832.31
Special Payroll, June 28, 2013 CK#38413 thru 38416	\$ 1,266.90
Cancelled Payroll DD#6985	\$ (455.00)
Special Payroll, Jun 28, 2013 CK#38417 thru 38419	\$ 455.00

Medicare	\$ 4,419.82
PERS	\$ 79,951.75
PERS/OPEB	-0-
Workers Comp	\$ 24,199.02
Medical	\$ 49,616.10
Dental	\$ 5,236.14
Life Insurance	\$ 392.00
Vision	\$ 783.97
Disability	\$ 3,364.64
Def Comp Programs	\$ 2,377.00
P.A.R.S.	\$ 24,415.63
PARS/ARS	\$ 566.88

TOTAL PAYROLL EXP FOR JUNE 2013	\$ 505,681.62
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TOTAL EXPENDITURES FOR JUNE 2013	\$ 980,526.20
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CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
64284	LAW OFFICE OF PETER TRACY	MAY13	TRACY/MAY13	6/03/13	59863	5,500.00	5,500.00
64285	SOUTHERN CALIFORNIA EDISO	WELL4	SCE/MAY13	6/03/13	59848	2,445.90	
		3300WLINE	SCE/MAY13	6/03/13	59850	27.65	
		3800WLINE	SCE/MAY13	6/03/13	59849	82.26	
		85MAIN	SCE/MAY13	6/03/13	59851	26.82	
		993NMAIN	SCE/MAY13	6/03/13	59852	1,290.26	
64286	DEPARTMENT OF WATER & POW	10ZELINE	DWP/APR13	6/03/13	59873	69.68	
		125GROVE	DWP/APR13	6/03/13	59824	85.75	
		175WARREN	DWP/APR13	6/03/13	59828	484.45	
		205HOME	DWP/APR13	6/03/13	59825	38.35	
		209WLINE	DWP/APR13	6/03/13	59829	1,217.05	
		237WARREN	DWP/APR13	6/03/13	59826	290.81	
		701WLINE	DWP/APR13	6/03/13	59827	57.47	
64287	QUILL CORP	2696180	QUILL/DRUM	6/03/13	59842	118.57	
		2739095	QUILL/LAMPOUCH	6/03/13	59840	107.98	
		2846426	QUILL/FLASHDR	6/03/13	59841	22.66	
64288	SIERRA GEOTECHNICAL	305946	SIERGEO/CLRKSTWTRLINE	6/03/13	59846	1,015.39	
		305957	SIERGEO/DPR'S	6/03/13	59847	18.75	
64289	INYO REGISTER	5/18/13	INYREG/SALVARMY-COTGEF	6/03/13	59835	97.90	
64290	SUDDEHLINK PAYMENT CNTR	1515WARREN	SCE/JUN13	6/03/13	59854	69.95	
		207WLINE	SDRLK/JUNE13	6/03/13	59853	69.95	
64291	VERIZON	873-5866	VRZN/MAY13	6/03/13	59857	416.42	
		873-8485	VRZN/MAY13	6/03/13	59860	144.54	
64292	DAN NOLAN	6/14-9/20/13	NOLAN/FBIACADEMY	6/03/13	59822	2,340.00	
64293	VERIZON WIRELESS	PU	VRZMWRLS/APR13	6/03/13	59858	634.31	
		PW	VRZMWRLS/APR13	6/03/13	59859	179.94	
64294	UNITED PARCEL SERVICE	9Y292E203	UPS/SHIPPING	6/03/13	59856	16.04	
64295	CARPET FOR YOUR HOME	5279	CARPPYRHM/CRPTDEPOSIT	6/03/13	59821	6,240.00	
64296	GALLS AN ARAMARK COMPANY	634133	GALLS/SHIRT	6/03/13	59834	45.90	
		639437	GALLS/PANT	6/03/13	59833	47.03	
		643656	GALLS/SHIRT	6/03/13	59832	47.03	

Report No: PB1302
 Run Date : 06/03/13
 CHECK
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CITY OF BISHOP
 CHECK REGISTER 6/03/13

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
64297	MUNICIPAL MAINT EQUIPMENT	81991-IN	MME/POLYMER	6/03/13	59837	1,236.61	139.96
64298	TYCO INTEGRATED SECURITY	JUN13	TYCO/JUN13	6/03/13	59855	258.49	1,236.61
64299	LAURA SMITH	5/10/13	SMTH/CHKFLALDRSHPTRNG	6/03/13	59836	67.80	258.49
64300	MUNICIPAL CODE CORP	229506	MURED/SUPPAGES	6/03/13	59838	1,505.45	67.80
64301	RESOURCE CONCEPTS, INC.	1300544	RECOHPTS/10619	6/03/13	59844	566.25	1,505.45
64302	FROST COMPANY	720-013	FRST/SCRNINSTALLFINALP	6/03/13	59831	500.00	566.25
64303	CALIFORNIA RURAL WATER	6/13-6/14	CRWA/MEBERBUES	6/03/13	59820	620.00	500.00
64304	BOB BARKER COMPANY, INC.	WEB268995	BOBB/MATTRESS	6/03/13	59819	108.92	620.00
64305	FORD OF ORANGE	430989	FRDOPORNG/F-150TRUCK	6/03/13	59830	17,966.11	108.92
64306	OZARK BIKER SHOP	1540	OZRK/SMROCKERS	6/03/13	59839	40.00	17,966.11
64307	ASSOCIATION OF PUBLIC	3554	APSD/POSTCLS-SCIDA	6/03/13	59845	100.00	40.00
CHECKS TOTAL						46,023.44	

City of Bishop
Cancelled Checks Register

Rept: p81395
Run: 06/04/13 12:10:35
CHECK FISCAL
NUMBER YEAR RECORD# VENDOR NAME

DESCRIPTION

INVOICE#

DATE

AMOUNT

SOUTHERN CAL. EDISON

64208

500.00-

6/04/13

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RRR Date : 06/05/13 CHECK REGISTER 6/05/13

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
64308	STATE COMPENSATION INSURA	JUNE	STATE FUND JUNE PREN	6/05/13	59864	629.83	629.83
64309	SMART & FINAL IRIS CO.	0436	S&F SUPPLIES	6/05/13	59862	37.75	37.75
64310	SECURITY LIFE INSURANCE	MAY/JUNE	GILLESPIE MAY/JUNE	6/05/13	59863	268.52	268.52
64311	BANK OF AMERICA	R PD	BOFA CHGS 4/12-5/11	6/05/13	59865	2,978.61	2,978.61
64312	DAVID STOTTLEMYRE	5/20/13	INYO ASSOC REIMB	6/05/13	59861	20.00	20.00
CHECKS TOTAL						3,934.71	

CITY OF BISHOP
 CHECK REGISTER 6/07/13

CHECK
 TOTAL

INVOICE #

DESCRIPTION

DATE

TRANS#

AMOUNT

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT
64313	BROWN'S SUPPLY	82912	BRMS/BIT	6/07/13	59879	82.75
		83718	BRMS/NUTSSTRAPS	6/07/13	59878	17.99
64314	BISHOP NURSERY	175739	BISHURS/POTENTILLA	6/07/13	59872	163.62
		175799	BISHURS/FLOWERS	6/07/13	59873	161.70
		175960	BISHURS/FLOWERS	6/07/13	59874	68.14
		176015	BISHURS/ROSES	6/07/13	59875	230.98
		176055	BISHURS/GRO-POWERPLUS	6/07/13	59876	19.43
		176333	BISHURS/HANIFOLD	6/07/13	59877	10.45
64315	STEVES AUTO & TRUCK PARTS	70344	STVSATO/WIPERBLD	6/07/13	59912	20.17
		71082	STVSATO/VALVE	6/07/13	59915	58.06
		71204	STVSATO/EXTCORD	6/07/13	59916	85.31
		71247	STVSATO/DEPST	6/07/13	59917	29.16-
		73334	STVSATO/FUELTREAT	6/07/13	59913	13.34
		73398	STVSATO/RESIN	6/07/13	59914	29.16
		73424	STVSATO/RESIN	6/07/13	59918	106.36
		73425	STVSATO/HARDNER	6/07/13	59919	21.17
64316	SOUTHERN CALIFORNIA EDISO	SMRPLNT	SCE/MAY13	6/07/13	59908	353.37
		SMRPHD	SCE/MAY13	6/07/13	59909	1,663.30
		85JAYST	SCE/MAY13	6/07/13	59910	26.82
		85WHITEXTN	SCE/APR13	6/07/13	59911	33.78
64317	DEPARTMENT OF WATER & POW	293RHAIN	DWP/MAY13	6/07/13	59888	34.41
		377MLINE	DWP/MAY13	6/07/13	59887	153.71
		646NHAIN	DWP/MAY13	6/07/13	59885	100.96
		688NHAIN	DWP/MAY13	6/07/13	59886	558.33
		690NHAIN	DWP/MAY13	6/07/13	59883	391.06
		700NHAIN	DWP/MAY13	6/07/13	59884	1,685.59
64318	BISHOP VOLUNTEER FIRE DEP	MAY13	BVFD/MAY13	6/07/13	59871	2,755.00
64319	UNDERGROUND SERVICE ALERT	520130057	UNHSERY/MAY13	6/07/13	59921	39.00
64320	HANOR TRUE VALUE HARDWARE	157223	HAHRTV/CLEANER	6/07/13	59899	19.42
		59451	HAHRTV/TBRINUREMOVER	6/07/13	59898	11.66
64321	WESTERN NEVADA SUPPLY CO	55500776	WESREV/BOLT&NUTST	6/07/13	59928	21.25
		55506335	WESREV/CALF	6/07/13	59929	261.00
		55506376	WESREV/PAINT	6/07/13	59930	159.93
		55506388	WESREV/SMHL	6/07/13	59931	225.78
		55514843	WESREV/SEED	6/07/13	59925	314.02
		55514856	WESREV/BALE	6/07/13	59926	469.15
		55516081	WSTHREV/UNIOH	6/07/13	59923	33.05
		55517157	WESREV/CURBSTP	6/07/13	59927	172.75
		55520784	WESREV/ROMAC	6/07/13	59932	304.34

100.74

674.32

304.41

2,077.27

2,929.06

2,755.00

39.00

31.08

VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
64327 BISHOP DRY CLEANERS	MAY13	WESNEV/BALE	6/07/13	59933	98.57	
		WESNEV/STFNR	6/07/13	59934	113.18	
		WESNEV/DISTKIT	6/07/13	59937	16.29	
		WESNEV/PLUG	6/07/13	59935	8.24	
		WESNEV/LID	6/07/13	59936	13.77	
		WESNEV/GASKETSET	6/07/13	59938	201.40	
		WESNEV/NZL	6/07/13	59924	3.11	
					2,415.83	
64328 KHART	5/27/13	BISDRY/MAY13	6/07/13	59870	372.00	372.00
	5/30/13	KHRT/BANDAIDS	6/07/13	59896	54.98	
		KHRT/BATTERIES	6/07/13	59895	18.42	
					73.40	
64324 JAMES A. RICHARDSON M.D.	5/14/13	RICHARD/COMPREHENSIVE	6/07/13	59894	295.00	295.00
64325 AMERICAS - BISHOP	POOL	AMRCS/5/28	6/07/13	59866	541.00	
	SMPLAUD	AMRCS/MAY13	6/07/13	59867	6.56	
					547.64	
64326 XEROX CORP	68374000	XRX/MAY13	6/07/13	59941	447.75	
	68374051	XRX/JUNE13	6/07/13	59940	241.79	
	68374055	XRX/JUN13	6/07/13	59942	482.93	
					1,171.97	
64327 RITE-WAY POOL & SPA	25621	RITWY/ASH	6/07/13	59903	36.72	36.72
64328 QUILL CORP	2928848	QUILL/PAPER	6/07/13	59902	177.84	177.84
64329 INTEGRATED WASTE MGMT	62396	INTWST/NCE	6/07/13	59891	18.00	18.00
64330 SIERRA SECURITY SYSTEMS	MAY13	SSS/MAY13	6/07/13	59907	222.50	222.50
64331 ALPINE PAINT	72530	ALPHT/STRAINER	6/07/13	59943	4.08	
	72531	ALPHT/TITAN	6/07/13	59944	21.55	
					25.63	
64332 INYO REGISTER	5/28/13	INYREG/HOTBIDDERS	6/07/13	59893	28.40	
	5/30/13	INYREG/BIDSEMTRLN	6/07/13	59892	21.55	
					49.95	
64333 SUDDERLINK PAYMENT CNTR	5MHP	SDNLNK/JUN13	6/07/13	59920	1,224.06	1,224.06
64334 VERIZON	FIRE	VRZN/MAY13	6/07/13	59922	5.02	5.02
64335 RESERVE ACCOUNT	MAY13	PSTGE/MAY13	6/07/13	59904	905.00	905.00

Rept: PB1395
Run: 06/10/13 08:20:29
CHECK FISCAL
NUMBER YEAR RECORD# VENDOR NAME

CITY OF BISHOP
CANCELLED CHECKS REGISTER
CHECK CHECK
TOTAL DATE INVOICER

DESCRIPTION
SCHAF/HATS

64212	2013	8493	SCMAF	95.60-	6/10/13	HATS	SCHAF/HATS
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CANCELLED CHECKS TOTAL			95.60-				
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Run Date : 06/14/13

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
64348	BISHOP NURSERY	176667	FLOWERS	6/14/13	59975	22.71	22.71
64349	PETTY CASH - CLERK DEPT.	JUNE	PETTY CASH/TRVL EXP	6/14/13	59961	74.44	74.44
64350	INYO COUNTY RECORDER	CERA	NOTICE OF DETRM	6/14/13	59959	2,156.25	2,156.25
64351	HIGH SIERRA AWARDS & EMGH	120592	PLAQUES	6/14/13	59972	56.70	56.70
64352	JAMES A. RICHARDSON M.D.	BIS00001	ROTELL/5-14	6/14/13	59973	295.00	295.00
64353	STATE OF CALIFORNIA	973219	DOJ HAY CHGS	6/14/13	59967	1,231.00	1,231.00
64354	MISSION UNIFORM & LINEN	138242	HSSN LN SVCS/MAY	6/14/13	59974	47.16	47.16
64355	VERIZON	872-9321	VERIZON JUNE	6/14/13	59966	44.75	44.75
64356	PARS PHASE II SYSTEMS	APR	ADM FEES APRIL	6/14/13	59976	1,000.00	1,000.00
64357	CALPERS	MAY EPMC	PERS EPMC/MAY	6/14/13	59960	5,720.70	5,720.70
64358	THOMAS PETROLEUM, LLC	CLB2168 CLB2169	THOMAS PETR/MAY THOMAS MAY CHGS	6/14/13 6/14/13	59971 59968	976.66 3,732.32	4,711.18
64359	BANK OF AMERICA	SEGUINE	BOFA 5/5-6/4	6/14/13	59958	983.80	983.80
64360	VERIZON CALIFORNIA	JUNE 122-0033 181-0151 181-1001	VERIZON /JUNE VERIZON/JUNE VERIZON JUNE VERIZON JUNE	6/14/13 6/14/13 6/14/13 6/14/13	59967 59963 59965 59964	44.00 34.00 44.00 44.00	176.00
64361	OWENS VALLEY PEST	6/5	BAIT STATION 6/5	6/14/13	59969	270.00	270.00
CHECKS TOTAL						16,789.69	16,789.69

VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
64368 ADVANCED DATA SYSTEMS, INC	377MLINEA 1305002	DWP/APPL3 ADS/MAY2013	6/17/13	59990	59.59	1,284.34
64369 KMART	6/13/13 6/6/13	KMRT/HOSE KMRT/SHACKS	6/17/13	60040 60039	88.93 22.51	820.00
64370 SIELECT SUPPLY	155084	SILCT/PIPEWRAP	6/17/13	60047	27.29	89.44
64371 ZUHAR INDUSTRIES, INC.	145788	ZHR/GRNPOST	6/17/13	60057	2,368.85	37.29
64372 RITE-WAY POOL & SPA	25636	RTWY/BROMINE	6/17/13	60046	730.08	2,368.85
64373 QUILL CORP	2953726	QUILL/FILEFRAME	6/17/13	60044	37.56	730.08
64374 COMMUNITY PRINTING	40861 40888 40894	COMPRNT/W10HEG COMPRNT/WTRREPRT COMPRNT/WTRREPRT	6/17/13	59983 59981 59982	171.89 351.65 200.00	37.56
64375 VERIZON	181-2425 872-4240 872-7201	VRZN/JUN13 VRZN/JUN13 VRZN/JUN13	6/17/13	60054 60056 60055	44.00 44.11 42.76	723.54
64376 NIXON-EGLI EQUIPMENT CO	11303325	NIXEG/SEAL	6/17/13	60042	1,116.52	130.87
64377 THOMAS PETROLEUM, LLC	CL82004 CL82170	THMSP/PW THMSPET/PARKS	6/17/13	59991 59992	1,916.23 829.13	1,116.52
64378 BANK OF AMERICA	MAY2013	BOFA/MAY2013	6/17/13	59978	556.94	2,745.36
64379 SIERRA CONSERVATION PROJE	20131144	SERCONS/RECYCLE	6/17/13	60048	39.00	556.94
64380 TYCO INTEGRATED SECURITY	JULY13 JULY2013	TYCO/JLY13 TYCO/JLY13	6/17/13	60053 60053	150.00 108.49	39.00
64381 INYO MONO ASSN FOR THE	REBATE	INAH/TOILETREBTE	6/17/13	60038	100.00	256.49
64382 SOUTHERN CAL. EDISON	146003	SCE/WYERDWNIDENING	6/17/13	60049	139,237.86	100.00
64383 MICHELE THORAS	GYMDUES	MTHMS/GYM	6/17/13	60052	200.00	139,237.86

CITY OF BISHOP
CHECK REGISTER 6/17/13

Report No: PB1302
Run Date : 06/17/13

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
64384	O'REILLY AUTOMOTIVE, INC.	30912888	ONLY/GLOVE	6/17/13	60043	83.04	200.00
64385	BRISTLECONE MEDIA	1049	HRSTCH/BISHVIDEO	6/17/13	59979	2,500.00	83.04
64386	BRUCE MATTHEW FISHER	2000	BRCHMT/WSICERT	6/17/13	59980	1,740.00	2,500.00
64387	RECREATION SUPPLY CO.	259147	RECSPLY/SIGN	6/17/13	60045	213.64	1,740.00
CHECKS TOTAL						157,042.89	213.64

64283 2013

8702

THE LIFEGUARD STORE, INC

AMOUNT

134.00-

CANCELLED CHECKS REGISTER

CHECK CHECK

TOTAL DATE

134.00- 6/20/13

INVOICE#

INV132599

DESCRIPTION

LFCRDSTR/SWIMSUIT

CANCELLED CHECKS TOTAL

134.00-

Report No: PB1302
 Run Date : 06/21/13
 CHECK
 NUMBER

CITY OF BISHOP
 CHECK REGISTER 6/21/13

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRFNS#	AMOUNT	CHECK TOTAL
64405	VERIZON BUSINESS	APR/MAY PD	VRZNL0/APRNAY13 VRZHB/MAY13	6/21/13 6/21/13	60083 60082	47.60 45.30	1,250.58
64406	TJ'S FIRING LINE	99	TJS/HTRCORE	6/21/13	60074	498.22	93.90
							498.22
CHECKS TOTAL							11,004.60

CHECK NUMBER	FISCAL YEAR	RECORD#	VENDOR NAME	AMOUNT	TOTAL	CHECK DATE	CHECK INVOICE#	DESCRIPTION
64407	2013	8893	DAVE JEPSON	2,968.52	2,968.52	6/28/13	JEPSON	INTEREST/JEPSON BACK PA

TYPED CHECKS TOTAL 2,968.52

CITY OF BISHOP
CHECK REGISTER 6/21/13

Report No: PB1302
Run Date : 06/21/13

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
64388	STEVES AUTO & TRUCK PARTS		STVSATO/CARB/CLH	6/21/13	60071	41.20	
		69613	STVSATO/POLISH	6/21/13	60072	18.75	
		70044	STVSATO/POLISH	6/21/13	60073	37.42	
64389	PETTY CASH - PARKS DEPT.		PARKS/PETTYCASH	6/21/13	60069	147.49	147.49
64390	FARMER BROS. CO.	57961751	FRMRBROS/COFFEE	6/21/13	60065	55.20	55.20
64391	BISHOP HEATING & AIR COND	30363	BISHT/ACJDGCHMBR	6/21/13	60063	451.22	
		30391	BISHT/ACCTRMR	6/21/13	60062	736.29	1,187.51
64392	KHART	6/15/13	KMRT/EPOXY	6/21/13	60067	11.86	11.86
64393	DEPARTMENT OF JUSTICE	973862	DOJ/FNGRPRNTPS	6/21/13	60064	128.00	128.00
64394	AMERICAS - BISHOP	PB	AMRGS/JUN13	6/21/13	60058	89.52	89.52
64395	TRACE ANALYTICS, INC.	138325	TRCANL/ANALYSIS	6/21/13	60075	75.00	75.00
64396	RITE-WAY POOL & SPA	25647	RTWY/SODRASH	6/21/13	60070	33.47	33.47
64397	BISHOP AUTOMOTIVE CENTER	85554	BISAUTO/TIRES	6/21/13	60061	517.48	
		85564	BISAUTO/PD#6	6/21/13	60060	38.00	555.48
64398	VERIZON	UM8-2683	VRZN/JUN13	6/21/13	60080	590.23	590.23
64399	VERIZON WIRELESS	PIRE	VRZHWL/MAY13	6/21/13	60081	260.38	260.38
64400	PARS PHASE II SYSTEMS	26014	PARS/APR13	6/21/13	60068	408.00	408.00
64401	UNITED PARCEL SERVICE	9V292E233	UPS/SRPPHG	6/21/13	60079	38.83	38.83
64402	TRIAD/HOLMES ASSOCIATES	4002586	TRIAD/4.0477	6/21/13	60078	405.00	
		4002587	TRIAD/4.0493	6/21/13	60077	3,377.50	
		4002589	TRIAD/4.0542	6/21/13	60076	1,293.00	5,075.50
64403	CALLS AN ARAMARK COMPANY	705605	GALLS/INSPCAN	6/21/13	60066	408.06	408.06
64404	BANK OF AMERICA	MAY13	BOFA/MAY13	6/21/13	60059	1,250.58	1,250.58

CITY OF BISHOP CHECK REGISTER 6/28/13

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
64408	PUBLIC EXP RETIREMENT SYS	JUL13	PERSAED/JUL13	6/28/13	60107	35,210.84	35,210.84
64409	SOUTHERN CALIFORNIA EDISO	CLRTR	SCE/JUNE13	6/28/13	60117	96.53	
		HCIVER#43	SCE/MAY13	6/28/13	60111	42.46	
		STRNGTK	SCE/MAY13	6/28/13	60116	29.14	
		WELL2	SCE/MAY13	6/28/13	60119	2,728.32	
		WELL4	SCE/JUN13	6/28/13	60118	2,431.13	
		85BRUCE	SCE/MAY13	6/28/13	60113	31.36	
		85MAINPMP	SCE/MAY13	6/28/13	60114	28.61	
		85NHAIN	SCE/MAY13	6/28/13	60112	129.64	
		85YANEY	SCE/MAY13	6/28/13	60115	51.02	
64410	PETTY CASH - PARKS DEPT.	6/28/13	PRXS/SNACKS	6/28/13	60104	106.51	106.51
64411	ADVANCED DATA SYSTEMS, INC	JUNE13	ADS/JUN2013	6/28/13	60084	1,820.00	1,820.00
64412	EDDY'S AUTO UPHOLSTERY	6612	EDSUTO/CUSHION	6/28/13	60094	191.00	191.00
64413	KHART	6/8/13	KMRT/SLIDE	6/28/13	60099	58.28	58.28
64414	PAH GALVIN	ZUMBA	PGALV/ZUMBA	6/28/13	60105	200.00	200.00
64415	AMERIGAS - BISHOP	CVCCTR	AMRGS/JUN13	6/28/13	60089	194.71	
		PRKPOOL	AMRGS/JUN13	6/28/13	60086	48.16	
		SMPLAUND	AMRGS/JUN13	6/28/13	60085	3.08	
64416	OLD DOMINION BRUSH	43364	ODB/VNGRDTUBE	6/28/13	60102	1,743.95	1,743.95
64417	PITNEY BOWES INC.	3-6/13	PITBWS/3-6/13	6/28/13	60106	774.37	774.37
64418	DAVID HEFNER CONSULTING	119923	DHEF/CONSULT	6/28/13	60092	45.00	45.00
64419	RITE-WAY POOL & SPA	25661	RTWY/SODASH	6/28/13	60109	33.47	33.47
64420	INYO REGISTER	6/13/13	INYRG/CONUSETB	6/28/13	60097	297.00	
		6/6/13	INYRG/PTOFFASST	6/28/13	60098	168.31	
64421	BISHOP AUTOMOTIVE CENTER	85328	BISAUTO/PD#6	6/28/13	60091	1,016.26	1,016.26
64422	DEPT OF WATER AND POWER	3300MLINE	DWP/13-14	6/28/13	60093	500.00	500.00

CITY OF BISHOP CHECK REGISTER 6/28/13

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
64423	VERIZON						
		INTRNT	VRZN/JUN13	6/28/13	60126	89.99	
		192-5555	VRZN/JUN13	6/28/13	60123	7.04	
		872-3485	VRZN/JUN13	6/28/13	60122	53.65	
		873-5405	VRZN/JUN13	6/28/13	60125	49.81	
		873-5863	VRZN/JUN13	6/28/13	60121	283.35	
		873-5866	VRZN/	6/28/13	60124	456.75	940.59
64424	VERIZON WIRELESS						
		PARK	VRZNWLS/MAY13	6/28/13	60127	190.04	
		PD	VRZNWLS/MAY13	6/28/13	60128	669.75	
		PM	VRZNWLS/MAY13	6/28/13	60129	167.80	1,027.59
64425	SECURITY LIFE INSURANCE	JUN/JULY	SECLF/GILLESPIE	6/28/13	60110	268.52	268.52
64426	BANK OF AMERICA	MAY13	HOPA/MAY13	6/28/13	60087	2,261.54	2,261.54
64427	SYMBOL ARTS	191998	SYHART/BADGE	6/28/13	60120	38.00	38.00
64428	FDEX	231308175	FDEX/SHIP	6/28/13	60095	52.47	52.47
64429	MAMMOTH LAKES HOUSING,	307	MAHSHG/WILLST	6/28/13	60101	2,500.00	2,500.00
64430	RELIABLE OFFICE SUPPLIES	896800	RELB/PAPER	6/28/13	60108	278.38	278.38
64431	BARNETT/GATRELL RENTALS	17271	BHNT/CRPTCLNER	6/28/13	60088	52.26	52.26
64432	GARY MILICI	6/27/13	GML/PANTREIMB	6/28/13	60096	60.00	60.00
64433	OWENS VALLEY PEST	6/21/13	OWVPST/PD	6/28/13	60103	30.00	30.00
64434	BISHOP ART SUPPLY	44353	BISART/FRAMING	6/28/13	60090	10.80	10.80
64435	LACKIE DANMEIER & MCGILL	JEPSON	LDAM/MORGUESS/JEPSON	6/28/13	60100	2,753.80	2,753.80
CHECKS TOTAL							58,253.10

Rept: PBI395
Run: 06/28/13 16:48:00
CHECK FISCAL
NUMBER YEAR RECORD# VENDOR NAME

CITY OF BISHOP
CANCELLED CHECKS REGISTER

AMOUNT	CHECK TOTAL	CHECK DATE	CHECK INVOICE#	DESCRIPTION
295.00-	295.00-	6/28/13	WIS00001	BOTELL/5-14

CANCELLED CHECKS TOTAL 295.00-

64352 2013 8856 JAMES A. RICHARDSON M.D.

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 1, 2013, by and between the CITY OF BISHOP, hereinafter referred to as "LESSOR", and EASTERN SIERRA COMMUNITY SERVICES DISTRICT, hereinafter referred to as "LESSEE".

5/08/13

WITNESSETH

I

RECITALS

1.01. The Lessor is the owner of that certain real property in the City of Bishop, County of Inyo, State of California, known as the Clark Wing of the Bishop City Hall Building, in which building is office space of approximately 677 square feet, which includes approximately 119 square feet of common area which is the amount of square feet appurtenant to the leased premises utilized as restrooms and hallways. A plot plan is attached hereto, marked Exhibit "A", and made a part hereof, which plot plan more particularly describes said space.

1.02. It is the mutual desire, intent and purpose of the parties hereto that the Lessor lease and let said premises to the Lessee for the term, at the rental, and subject to the provisions and conditions hereinafter set forth.

II
LEASE

2.01. Term. Lessor, in consideration of the rents, covenants and agreements hereinafter contained and set forth to be promptly paid, kept and performed by the Lessee, and upon the condition that each and all of said covenants and space more particularly described in Section 1.01 hereof, for a term of one (1) year, commencing as of the first day of July 2013, and terminating at midnight on the 30th day of June, 2014, at and for the rental hereinafter provided to be paid by the Lessee.

2.02 Rental.

(a) As rental for the use and occupancy of said premises during the term hereof, Lessee promise and agree to pay unto the Lessor a sum determined by the Fee Schedule attached hereto as Exhibit "B" which is made a part hereof.

2.03. Lessee Covenants. The Lessee do hereby hire, lease and take of and from the Lessor the said premises for the said term and at the said rental, and do hereby covenant and agree with Lessor as follows:

(a) Payment of Rent. That Lessee will pay the rent reserved to the Lessor at the place designated by the Lessor at the time and in the manner provided as aforesaid for the payment thereof, without deduction or delay.

(b) Default. Should the Lessee be in default in the performance of any condition, covenant or agreement herein contained, or should it abandon or vacate said premises, besides other remedies or rights the Lessor may have, it shall be optional with the Lessor, after giving said thirty-day written notice of default, to relet said premises or any portion thereof for such rent and upon such terms as the Lessor may deem fit and proper, and if a sufficient sum shall not be thus realized after paying the expenses of such reletting, Lessee agree to satisfy and pay the deficiencies, and to pay the expenses of such reletting, including any and all attorneys' fees, costs and expenses incurred or necessary in connection therewith. For purposes of this section, "sufficient sum" shall mean an amount equal to the sum total of all of Lessee lease payments for the unexpired balance of the lease term, plus Lessor expenses of reletting the premises, including any and all attorney's fees, costs, and expenses incurred by Lessor in connection therewith.

All remedies herein and hereby given the Lessor shall be cumulative and in addition to any other legal and equitable rights which the Lessor may have by law or otherwise.

(c) No use shall be made of said premises other than the contemplated use as an office space, nor shall any action be taken which shall increase the hazard thereof, for insurance or other purposes.

(d) Waste. Lessee will not commit, nor suffer to be committed, any waste upon the said premises.

(e) Repairs. Lessee will, at their sole cost and expense, and without expense to the Lessor, keep and maintain the demised premises and every part thereof, except the roof, the exterior walls and hallways, but including all inside walls and all plaster, tile, structural glass and glazing, light electrical fixtures, interior plumbing and flooring, in good and sanitary condition, order and repair, hereby waiving all rights as provided in Sections 1941 and 1942 of the Civil Code of the State of California. Lessee shall, in maintaining said premises in good and sanitary order and condition, furnish their own janitorial service without expense to the Lessor.

(f) Alterations. Lessee will not make, nor suffer to be made, any additions to or alterations of the said premises or any part thereof without the written consent of Lessor first had and obtained. Any additions to or alterations of the said premises which cannot be reasonably removed without causing damage to the leased premises shall become at once a part of the realty and belong to the Lessor. Any additions to or alterations of the said premises which can be removed without causing damage to the leased premises shall remain the property of Lessee if actually removed within ten (10) days of the date of termination or cancellation of this lease, but shall become the property of the Lessor if not timely so removed. It is expressly understood and agreed, without limiting the foregoing, that any linoleum or rubble tile, or other floor covering affixed to the floors by plaster, glue, cement, or

mastic, and any wood flooring and carpeting installed by the Lessee, shall become and remain a part of the leased premises and shall not be removed by the Lessee at the end of their occupancy or otherwise, except upon written consent or order of Lessor.

(g) Signs. The Lessee shall not affix or cause to be affixed, any signs or awnings on or to said space without first submitting designs of the same to the Lessor and obtaining Lessors' prior approval thereof "which approval shall not be unreasonably withheld." Any and all such signs shall conform and abide in any and all respects with all applicable laws, rules and ordinances. Said signs so approved by the Lessors shall be and remain the property of the Lessees, provided, however, that the same shall be removed without defacement of or injury to the premises or building aforesaid.

(h) Laws and Regulations. Lessees will, at their sole cost and expense, faithfully observe in the use of the premises all City regulations and ordinances and County, State and Federal ordinances, regulations and statutes now in force, or which may hereafter be in force.

(i) Utilities. Except as otherwise expressly agreed in writing between the parties, Lessees will neither do nor permit to be done any act which might or could result in the placement of any mechanics', laborers', or materialmen's liens, or any other liens, claims or demands of any nature upon or against the demised premises, improvements, or fixtures, or any portion thereof.

(j) Damages. Lessee, as a material part of the consideration under this lease, do hereby assume all risk of injury, or damage to persons using the premises or property, including all property of the Lessee and the Lessor in or about said premises. Lessee hereby agrees to defend, indemnify and hold harmless Lessor and all its officers and employees from and against all suits and causes of action, claims, loss, demands, expense, damage or liability of any nature whatsoever, for death or injury to any person, including Lessee, their employees and agents, or damage or destruction to any property of either party hereto or third persons in any manner arising by reason of or incident to the exercise or enjoyment of the premises herein given whether or not contributed to by any act or omission, active or passive, negligent or otherwise, of the Lessor, or any officer, employee or agent thereof.

(k) Inspection. Lessee will permit Lessor, their agents or representatives, to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the same, or for the purpose of repossessing said premises in the event of default, or for the purpose of making repairs, alterations, or additions to any portion of said office space, with a rebate of rent to Lessee for any loss of occupancy or quiet enjoyment of the premises thereby occasioned.

(l) Surrender of Premises. Lessee will, on the last day of the term of this lease or other sooner termination hereunder, peaceably and quietly leave, surrender and yield up to the Lessor all and singular

the said premises with the appurtenances thereto in good order, condition and state of repair, damages through Acts of God and by ordinary wear and tear through normal use alone excepted. If Lessee does not clean the premises before surrendering same, the Lessor may so do, and in that event Lessee agree to pay the Lessor for the cost of cleaning same.

(m) Holding Over. In the event that Lessee shall hold over after expiration of the term of this lease with the consent, express or implied, of the Lessor, such holding over shall be deemed merely a tenancy from month to month on the same terms, covenants and conditions so far as applicable, as herein contained.

(n) Indemnity. Lessee acknowledge and represent that they have inspected the premises, know the condition thereof, and assume full responsibility for any injury to persons or damage or destruction to property by reason of the use of said premises under this leave, and undertake and agree to release and hold harmless and indemnify the Lessor and all its officers and employees from and against all suits and causes of action, claims, loss, demands, expense, damage or liability of any nature whatsoever, for death or injury to any person, including Lessee, their employees and agents, or damage or destruction to any property of either party hereto or third persons in any manner arising by reason of or incident to the exercise or enjoyment of the premises herein given whether or not contributed to by any act or

omission, active or passive, negligent or otherwise, of the Lessor, or any officer, employee or agent thereof.

2.04. Destruction of Premises. In the event of a partial destruction of the demised premises during the term hereof from any cause, except the fault or negligence of Lessee, the Lessor shall forthwith repair the same, provided such repairs can be made within thirty (30) days under the regulations of Federal, State, County or City authorities, but such partial destruction shall in no way annul or void this lease, except that the Lessee shall be entitled to a proportionate deduction to be based the extent to which the making of such repairs shall interfere with the business carried on by the Lessee in said premises, but in no event to be more than the amount of the monthly rental. In the event that the Lessors do not make sure repairs in the thirty (30) days, or such repairs cannot be made under such regulations, this lease may be terminated at the option of either the Lessor or the Lessee. In respect to any partial destruction which the Lessor are obligated to repair, or may elect to repair, under the terms of this paragraph, the provisions of Section 1932, Subdivision 2, and of Section 1933, Subdivision 4, of the Civil Code of the State of California, are waived by the Lessee.

2.05. Waiver. The waiver by the Lessor of any breach of any term, covenant, or condition in this lease contained and set forth shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

2.06. Quiet Possession. The Lessor do hereby covenant and agree with the Lessee that so long as the Lessees keep and perform the covenants and agreements herein contained on its part to be kept and performed, it shall at all times during the term hereof or any extension or renewal of said term, peaceably and quietly have, hold, use and enjoy the said premises without suit, trouble, or hindrance from Lessors, their agents or representatives.

2.07. Insurance. Lessee shall provide Lessor with a certificate of insurance in the amount of \$1,000,000 for General Liability. All policies must provide for thirty (30) days' notice to the City Clerk of the City of Bishop by registered mail to cancel, must be furnished in duplicate and must be approved by the City Clerk.

Such policy shall be evidenced by certificate of insurance naming the City of Bishop additional insured. Certificate of insurance must be in a form acceptable to the City of Bishop. All insurance coverage shall include endorsements naming the "City of Bishop and each of its directors, officers, agents, consultants and employees as additional insureds" under their policies while acting in their capacity for the City.

III

GENERAL PROVISIONS

3.01. Notices. Notices, demands, declarations and communications desired to be given or served by either the Lessor or the Lessee upon the other, or others, shall be deemed validly served and given when deposited in any United States Post Office by registered or certified mail, with the postage hereon fully prepaid, and if intended for the Lessor, addressed to it as follows:

CITY ADMINISTRATOR
CITY OF BISHOP
P.O. BOX 1236
377 WEST LINE STREET
BISHOP, CALIFORNIA 93515

and such other place as they may hereafter designate in writing and if intended for the Lessee, addressed as follows:

EASTERN SIERRA COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS
301 WEST LINE STREET, SUITE D
BISHOP, CALIFORNIA 93514

or such other place as Lessee may hereafter designate in writing, and the date of the sender's registered or certified mail receipt shall be deemed prima facie evidence of the date upon which service was made.

3.02. Attorney's Fees. It is understood and agreed that in the event suit shall be brought for unlawful detainer of said premises, for the recovery of any rent due under the provisions of this lease, or because of the breach of any other covenants, promises, or conditions herein contained, on the part of the Lessee or Lessor, to be kept or performed, then and in such event the prevailing party in such action shall be entitled to recover from the other party a reasonable attorney's fee to be fixed by the Court and all other appropriate relief and court costs.

3.03. Assignment. Lessee shall not assign this lease, in whole or in part, without the consent in writing of Lessor first had and obtained.

3.04. Inurement. This agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns, subject only to the conditions against assignment herein specifically set forth.

IN WITNESS WHEREOF, the parties have executed this lease agreement in triplicate on the date first above written.

CITY OF BISHOP

BY: Laura Smith, Mayor Date

ATTEST:

Keith Caldwell 6-24-2013
BY: Keith Caldwell, City Administrator Date

Walt Pachucki 6-21-2013 Jennifer Krafcheck
EASTERN SIERRA COMMUNITY Date ATTEST:
SERVICE DISTRICT Jennifer Krafcheck
Office Manager

Walt Pachucki 6-21-2013
BY: Board of Directors Date
Walt Pachucki
Board President

EXHIBIT "B"
FEE STRUCTURE
CLARK WING LEASE
(Eastern Sierra Community Service District)

1. Base space rent shall be \$1.12 per square foot monthly for 677 square feet of Clark Wing space which includes adjacent hall way and public spaces.

Lessee shall pay Lessor the sum of \$1.12 per square foot per month for all space leased (677 sq. ft.) hereunder, being the sum of \$758.24 per month, in advance, commencing as of the first day of July 2013.

**BISHOP FIRE DEPARTMENT
ACTIVITY LOG**

2 f

June, 2013

DATE	RunID #	ACTIVITY	City	District	Contract	Other
4-Jun	13-0406105	Good Intent, Dust Thought to be Smoke, Five Bridges Area		15		
4-Jun		Training, Airport/Aircraft Familiarity and Water Supply	11	10		
5-Jun	13-0506106	Residential Detector Activation, False, 2735 Highland Drive		11		
5-Jun		Departmental Meeting				
6-Jun	13-0606107	Vehicle Roll Over, River Rd. Cancelled En route				15
6-Jun	13-0606108	EMS Assist, 207 West Line, Bishop Police	3			
7-Jun	13-0706109	Propane Gas Leak, Rear of 387 First Street	19			
7-Jun	13-0706110	Fire Alarm Act, Malfunction, 450 N. Barlow Ln, Head Start			16	
9-Jun	13-0906111	Good Intent, Unauthorized Burning, 619 Houston, Dr.				24
11-Jun	13-1106112	Water Problem, Front of 756 Winuba Lane				*
12-Jun	13-1206113	Brush Fire, Hwy 395 Between Warm Springs and Gerkin		16		
12-Jun	13-1206114	Power Problem, Bishop Country Club		15		
12-Jun		Work Night	11	11		
14-Jun	13-1406115	Outside Fire, Front of 150 So. Main St. Meat House	15			
14-Jun	13-1406116	Fire Alarm Act, Malfunction, 700 W Elm St. Kids Club	15			
15-Jun	13-1506117	Fire Alarm Act., Malfunction, 151 N. Main, Dusty's Pet	13			
15-Jun	13-1506118	Vehicle vs Fuel Pump, 1190 N. Main, Von's Fuel Station	14			
16-Jun	13-1606119	Vehicle T.C., South Lake Road				16
16-Jun	13-1606120	Good Intent, Unauthorized Burning, 2716 Carol Lane		13		
17-Jun	13-1706121	Vehicle T.C., In the Water, Mummy Lane North Fork BC		15		
18-Jun		Fire Alarm Testing, 763 N. Main St, Schat's Bakery	*			
18-Jun		Training/Drill, Live Fire, Multi Company Operation	11	11		
19-Jun		Fire Alarm Testing, 763 N. Main St, Schat's Bakery	*			
19-Jun		Departmental Meeting	12	13		
20-Jun	13-2006122	Vegetation Fire, Front of 2337 West Street		18		
20-Jun	13-2006123	Heating Equipment Problem, 698 Brockmen Lane				*
25-Jun		Officers Meeting, Building Familiarly, Northern Inyo				
26-Jun		Training/Live Fire, Basic Fire Attack	1	1		
26-Jun		Work Night	8	7		
28-Jun	13-2806124	Extraction from Equipment, 688 N Main St. Rear City Park	9			
28-Jun	13-2806125	Two Vehicle T.C. Front of 1014 North Main Street	14			
28-Jun	13-2806126	HazMat, Adjacent to 1180 North Main St. Von's Fuel Sta.	9			
29-Jun	13-2906127	Good Intent, Hazmat Investigation, 2218 N Sierra Hwy		14		

23 * 101 Only

Total Responding Personnel

City	165
District	186
Contract	16
Other	55

Totals Calls

9
8
3
3
<u>23</u>



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

29

Public Works Report

May 2013

Water

1. Conspec continued with construction of the Clarke Street Water Main Replacement Project. They are about 80 percent complete at the end of the month.
2. Repaired water leak on the 3/4 inch service at 750 West Pine Street.
3. Repaired water leak on 6 inch Cast Iron main at the intersection of Yaney and Coats Street.
4. Continued with annual testing of all backflow valves in the city.
5. Installed valve box at 787 West Elm Street.
6. Put the Positive Pressure Water System Improvement Project out to bid. Formerly known as the Tank Project.
7. Performed grounds maintenance at Wells 2 and 4 as well as the tank site.
8. Took monthly readings of all water meters.
9. Took routine bacteria samples.
10. Held public workshop concerning 2013 Water and Sewer Rate Review project.
11. Began process of terminating contract with Willdan Financial Services for rate review project and began negotiating for a contract with Sustainable Resource Engineering for the work.

Sewer

1. Cleaned and videoed all sewer mains under Main Street and West Line Street.
2. Identified heavy grease dischargers on Main Street and Line Street during video inspections. Deston Dishion personally contacted each of the restaurants (Jack's Waffle Shop, Schat's Bakery and Las Palmas). Plans to alleviate the issue were talked about and follow up set up.
3. Cleaned plugged sludge line between sludge hopper and digester.
4. Began hauling excess dirt from water main job into Pond 6 to level bottom of the pond and enhance the discharge capabilities of the pond.
5. Continued design efforts with RO Anderson for the trunk line replacement from the Bishop Creek Canal to the Waste Water Treatment Plant.

6. Planted grass around the perimeter of the grit Channels and Clarifiers to capture blowing sand.
7. Replaced hose on the Vac-con truck.
8. Continued sampling of ponds and monitoring wells for dissolved oxygen, PH, ammonia and nitrates. This effort is to correspond with work the Eastern Sierra Community Service District is doing.
9. Videoed more of the sewer main system.
10. Cleaned sludge drying beds.
11. Made routine inspections of grease interceptors.
12. Performed routine main line cleaning in trouble areas.
13. Attended Eastern Sierra Community Services District board meeting.

Streets

1. Continued the process of replacing all STOP signs within the city. The new signs will meet retro-reflectivity standards.
2. Performed extensive cleanup of all City parking lots in preparation of the Mule Days event.
3. Removed fallen tree branches from City streets as a result of high winds.
4. Repaired and or replaced various street signs in the city.
5. Swept city streets and alleys
6. Patched potholes in City streets that posed potential safety issues.
7. Participated in Inyo Local Transportation Commission meeting.
8. Presented the Warren Street Improvements project to the Bishop Realtors group.
9. Completed acquisition of right of way needed for the construction of the Wye Road Intersection Improvements project.
10. Met with Southern California Edison concerning relocation of utilities for the Wye Road Intersection Improvements project.
11. Lead meeting of Bishop Tree Committee.
12. Participated in Rural Counties Task Force teleconference.
13. Discussed updated design for Pine to Park Path with Community Services staff.

Miscellaneous

1. Placed designated “Recycle Bins” on Main Street.
2. Assisted the Mule Days Association by providing assistance with traffic control for the parade.
3. Surplused the 1993 Johnston Street Sweeper and gave it to Inyo County.
4. Reorganized big shop to accommodate a more extensive inventory of water main replacement parts.
5. Performed maintenance and serviced Public Works vehicles.
6. Provided weekly tail gate safety for the Public Works crew.
7. Hauled trash and debris from Fowler Pit to the Sunland Landfill.



CITY OF BISHOP

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www.ca-bishop.us/CityofBishopPublicWorks.htm

2h

Department of Public Works Building Permits Issued 6/2013

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
Commercial					
6/26/2013	Motel 6 - Sam Patel 1005 North Main Street Alpine Signs	signage	\$14,000.00	\$2.94	\$1.00
6/26/2013	Bishop SDA Church 730 Home Street Jeff Galvin Landscaping	sprinkler system	\$1,000.00		
6/25/2013	Perry Motors 310 South Main Street Dean's Plumbing & Heating, In		\$3,945.00		
6/5/2013	Sabrina Associates 644 W. Line St (Dwaynes Phar Bishop Heating & Air Cond. In	HVAC	\$15,005.92		
6/5/2013	Sabrina Associates 686 W. Line St. (Family Health Bishop Heating & Air Cond. In	HVAC	\$20,105.36		
6/4/2013	Rodger Guffey 772 North Main Street	patio cover	\$1,500.00	\$0.50	\$1.00
		Commercial Totals	\$55,556.28	\$3.44	\$2.00
Residential					
6/25/2013	Janice N. Chudy 681 West Pine Street Dean's Plumbing & Heating Inc	replacement of water main	\$300.00		
6/21/2013	Travis & Jana Currie 515 West Pine Street	remodel	\$55,000.00	\$5.50	\$3.00
6/20/2013	Mike McClay 537 Hobson Street	water supply line	\$150.00		

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
6/18/2013	John Martin 668 North Fowler Street Don Roberts	re roof	\$6,000.00	\$0.60	\$1.00
6/11/2013	Heather Clarke 359 Clarke St owner	reframe door	\$500.00	\$0.50	\$1.00
6/11/2013	Patsy Schley 212 Sneden Street owner		\$54,713.00	\$5.47	\$3.00
6/1/2013	Jenny Chen 262 South First Street Jenny's Group Inc.	Exterior repair work	\$20,000.00	\$2.00	\$1.00
Residential Totals			\$136,663.00	\$14.07	\$9.00

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

May 29, 2013

CALL TO ORDER:

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

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Chairman Malloy.

COMMISSIONERS PRESENT:

Huntley, Lowthorp, Garcia, Bhakta, Crom and Malloy

COMMISSIONERS ABSENT:

Hardy

OTHERS PRESENT:

Gary Schley, Public Services Officer
Keith Caldwell, City Administrator / Planning Director
Michele Thomas, Secretary
Peter Tracy, City Attorney

PUBLIC COMMENT

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

CORRESPONDENCE

None

(1) APPROVAL OF MINUTES

MOTION

Commissioner Huntley moved to approve the minutes of the April 30, 2013 meeting as written.

Ayes: Huntley, Lowthorp, Garcia, Bhakta and Malloy
Abstain: Crom

MOTION CARRIED: 5-0

PUBLIC HEARING

- (2) Request for a Conditional Use Permit to set aside the minimum parking requirements at 106 MacIver Street which is located in a C-1 (General Commercial zone).

Prior to opening the public hearing, Schley explained that The Salvation Army is proposing a project to build a 9000 sq. ft. chapel/thrift store. The facility requires per Bishop Municipal Code 74 parking spaces and they are able to provide 46 on the site. They are asking for a Conditional Use Permit to set aside 28 parking spaces. The packet provides a parking survey and a memorandum of understanding with the adjacent property owner, Pizza Factory, to allow Salvation Army to use their parking lot for overflow parking.

Malloy asked what the number of parking spaces are based on. Schley said that it is based on the Municipal Codes listed parking spaces per square feet of occupancy type.

Malloy stated that any decision made by the Planning Commission may be appealed to the City Council within 5 business days.

The Public Hearing opened at 7:04 p.m.

Major Don Bowman, Salvation Army Field Representative, stated that there has been over 2 years of survey count conducted on the present parking lot for their church on West Line Street. The survey was based on the busiest time for the facility which is Sunday morning with counts of 11 to 34 vehicles maximum with an average of 18 vehicles. A study was also conducted for on-site street parking at the new proposed site and is shown to be only 50% utilized. Major Bowman continued to explain that the Salvation Army made mutual agreements with the neighboring businesses to be able to utilize their parking spaces if necessary.

Christina Paloma, Bishop Salvation Army Soldier, explained that the reason there is a low need for parking spaces is because the population that is served in their congregation has a large number of homeless and or mentally ill. Most church goers walk or ride a bike to the service.

Jason Griffin, JW Griffin Construction representing the Salvation Army, asked the commission if there were any questions he may answer from the plans submitted. Lowthorp questioned the 5 foot block wall that looks to surround the perimeter of the property. Schley stated that the wall is only on the east property line and it currently exists. Griffin added that there will be a 6 foot green easement between the block wall and the building structure according to Bishop Municipal Code. It was noted that on some of the plans submitted, the block wall said to be added will not be. Schley also gave clarification that of the two accesses into Pizza Factory's parking lot, one is an alternate. Garcia asked if there would be only 2 handicapped parking spaces. Schley answered yes and that it is all that is required. There is also an electrical vehicle parking space and a couple compact spaces. Crom asked if long term parking will be allowed.

Kathryn McCauly, Bishop Salvation Army Lieutenant, explained that the only vehicles to be parked long term would be the Disaster Canteen, a pool trailer, and up-to two company vans. McCauly added that staff picks up many of the people who go to church or meetings in their van because most do not drive. Garcia questioned another study conducted from 2010-2012 regarding church attendees and if the Salvation Army expects this number to increase. McCauly expressed her hopes that more would come to the church. She stated that they

conduct monthly counts and they currently average 30-45 on Sundays with approximately 10 vehicles not including staff.

The Public Hearing closed at 7:22 p.m.

(3) Proposed amendment of Zoning Ordinance – Cottage Food Operation

The Public Hearing opened at 7:37 p.m.

The Public Hearing closed at 7:38 p.m.

NEW BUSINESS

(4) Request for a Conditional Use Permit to set aside the minimum parking requirements at 106 MacIver Street which is located in a C-1 (General Commercial zone).

Lowthorp asked Schley if he had any further clarification regarding the Religious Land-Use and Institutionalized Persons Act of 2000. Schley stated that he had put the definition in his memo and that was all he had on the act.

Bhakta stated that he likes the revised plan for the flow of traffic with a single entry and single exit although is concerned the one-way proposed overflow may be going in the wrong direction. Bhakta is concerned there may be issues if it becomes a primary route of traffic from the Pizza Factory parking lot into the Salvation Army parking lot. Discussion was conducted regarding a retaining wall and bumper stops to help with traffic flow. Other concerns arose pertaining to drainage issues.

Crom asked Salvation Army about the services and meetings they conduct throughout the week. McCauly said that there is church service on Sunday mornings and various programs during weekday evenings and afternoons when the thrift store is not open. The programs average 15 attendees.

Chairman Malloy made a motion to approve the request for a Conditional Use Permit to set aside the minimum parking requirements by 28 to make a total of 46 spaces, as presented in the commission packet, with the condition of prohibiting long term parking, with the exception of a disaster, otherwise limited to Salvation Army vehicles only.

MOTION CARRIED: 6-0

(5) Proposed amendment of Zoning Ordinance – Cottage Food Operation

Lowthorp made a motion to recommend to the City Council the proposed amendment of the Zoning Ordinance and Bishop Municipal Code Title 17 to include a definition for “Cottage Food Operation”, and amend section 17.20.020 R-1 Single Family Residential District, Uses Permitted, to include a cottage food operation as a permitted home occupation use.

MOTION CARRIED: 6-0

STAFF AND COMMISSION REPORTS:

Schley said that there is not much to report as this time. There is a potential sign CUP application for Taco Bell that may come in this week. Staff has started work on the

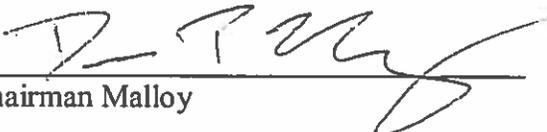
City's Housing Element and would be presented to the commission in the fall for review. Cottonwood Plaza has installed grease interceptors, oil water separator for the parking lot, put in new stairways, and they have painted the exterior of the buildings.

Huntley asked Schley how many different parking requirement levels are there. Schley said that there are 15-20 categories. Huntley asked if the commission could be given a paper that shows the different categories to refer to. Schley said that he will put something together and have it in ready by the next meeting for reference.

Caldwell thanked Crom for his service as a Planning Commission for the past 4 years. Caldwell also introduced Mark Heckman who was appointed to fill the commission vacancy starting at the June meeting.

ADJOURNMENT:

Chairman Malloy adjourned the meeting at 7:44 P.M. The next scheduled meeting will be June 25, 2013 at 7:00 P.M. in the City Council Chambers.


Chairman Malloy


Michele Thomas, Secretary

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

DATE:
June 25, 2013
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.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

APPROVAL OF MINUTES

- (1) Minutes of the Planning Commission meeting held on May 29, 2013 subject for approval.

PUBLIC HEARING

- (2) Request for a Conditional Use Permit to increase the allowable 80 sq. ft. of signage to 127 sq. ft. of signage at 926 North Main Street, which is in a C-1 zone (General Commercial and Retail).

NEW BUSINESS

- (3) Request for a Conditional Use Permit to increase the allowable 80 sq. ft. of signage to 127 sq. ft. of signage at 926 North Main Street, which is in a C-1 zone (General Commercial and Retail).

STAFF AND COMMISSION REPORTS

ADJOURNMENT: The next regularly scheduled meeting of the Planning Commission will be July 30, 2013 at 7:00 P.M. in the Bishop City Council Chambers, 301 West Line Street, Bishop.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

SUBJECT: **Proposed Ordinance Amending the City of Bishop Zoning Ordinance and the Bishop Municipal Code Respecting Home Occupations – Second Reading/Adoption**

DATE: July 8, 2013

Attachments:

- Staff Memo
- Assembly Bill 1616
- Letter of Support - Planning Commission
- Proposed Ordinance Amending the City of Bishop Zoning Ordinance and the Bishop Municipal Code Respecting Home Occupations

BACKGROUND/SUMMARY

At the City Council meeting held on Monday, June 24, 2013 Council opened and closed a public hearing for the proposed ordinance and then passed a motion 5-0 introducing the proposed ordinance.

Staff provided a very thorough background of the proposed amendment, Assembly Bill 1616, and an overview of Home Occupations and Cottage Food Operation.

The Planning Commission has recommended that the City Council adopt an amendment to the Bishop Municipal Code, Chapter 17 Zoning, to provide a definition for Cottage Food Operation and amending Uses Permitted. This draft ordinance is intended to allow a cottage food operation as a home occupation as required by State Law in the R-1, R-2000, R-2, R-2000-P, R-3, and R-3-P Residential Zoning Districts of the City of Bishop.

RECOMMENDATION

Review proposed Ordinance No. 545 and consider adoption by title only of AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, ADDING SECTION 17.08.085 TO CHAPTER 17.08 DEFINITIONS OF TITLE 17 ZONING OF THE BISHOP MUNICIPAL CODE; AND AMENDING SECTION 17.20.020 R-1 SINGLE FAMILY RESIDENTIAL DISTRICT, USES PERMITTED RESPECTING HOME OCCUPATIONS.

MEMORANDUM

Date: June 17, 2013

To: Keith Caldwell, City Administrator *KSC*

From: Gary Schley, Public Services Officer *AS*

Subject: Amendment to the City of Bishop Zoning Ordinance regarding a Cottage Food Operation

Background: The City is proposing an amendment to Zoning Ordinance No. 424 and Bishop Municipal Code, Title 17, to include a definition for "Cottage Food Operation," and amend section 17.20.020 R-1 Single Family Residential District, Uses Permitted, to include a cottage food operation as a permitted home occupation use.

Recently approved Assembly Bill 1616, the California Homemade Food Act, allows for Cottage Food Operations in residential districts effective January 1, 2013. A Cottage Food Operation (CFO) is an enterprise at a private home where low-risk foods are prepared or packaged for public consumption. Assembly Bill (AB) 1616 requires local jurisdictions approval of Cottage Food Operations in residential dwellings.

Home occupations are currently permitted in Bishop residential districts, subject to the provisions in Bishop Municipal Code, Section 17.20.020. The code section allows for home based businesses that do not change the appearance or conditions of a residence or neighborhood. CFOs are home businesses and are therefore subject to this code section. The code contains specific criteria for home occupations, most of which is consistent with the provisions of AB 1616. The proposed zoning update provides greater consistency between State and local laws related to Cottage Food Operations.

Each residential zone within the City list permitted uses. The R-2, R-2000, R-2000-P, R-3, R-3-P list uses permitted in the R-1 district as a permitted use. A cottage food operation would be allowed as a home occupation in the above mentioned residential zones.

Proposed zoning ordinance amendment was submitted to the City of Bishop Planning Commission and given a noticed public hearing. After the hearing, the planning commission rendered its decision to recommend that City Council approve the proposed zoning ordinance amendment respecting home occupations / cottage food operations.

Based upon a review of the proposed zoning ordinance amendment it is determined exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sec. 15061, (Title 14 of the California Code of Regulations) in that the ordinance amendment in question would not have a significant effect on the environment. It is also determined that this zoning ordinance amendment is categorically exempt from CEQA pursuant to section 15301 as operation of an existing structure involving negligible expansion of use. The Cottage Food Operation, as a home occupation, is an operation of a structure involving negligible expansion, and is required to be in keeping with the existing residential character of the dwelling and neighborhood.

Recommendation: Hold public hearing and review the draft zoning ordinance amendment, regarding cottage food operations.

Assembly Bill No. 1616

CHAPTER 415

An act to add Chapter 6.1 (commencing with Section 51035) to Part 1 of Division 1 of Title 5 of the Government Code, and to amend Sections 109947, 110050, 110460, 111955, 113789, 113851, 114021, 114023, 114390, 114405, and 114409 of, to add Sections 113758 and 114088 to, and to add Chapter 11.5 (commencing with Section 114365) to Part 7 of Division 104 of, the Health and Safety Code, relating to food safety.

[Approved by Governor September 21, 2012. Filed with
Secretary of State September 21, 2012.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1616, Gatto. Food safety: cottage food operations.

Existing law, the Sherman Food, Drug, and Cosmetic Law (Sherman Law), requires the State Department of Public Health to regulate the manufacture, sale, labeling, and advertising activities related to food, drugs, devices, and cosmetics in conformity with the Federal Food, Drug, and Cosmetic Act. The Sherman Law makes it unlawful to manufacture, sell, deliver, hold, or offer for sale any food that is misbranded. Food is misbranded if its labeling does not conform to specified federal labeling requirements regarding nutrition, nutrient content or health claims, and food allergens. Violation of this law is a misdemeanor.

The existing California Retail Food Code provides for the regulation of health and sanitation standards for retail food facilities, as defined, by the State Department of Public Health. Under existing law, local health agencies are primarily responsible for enforcing the California Retail Food Code. That law exempts private homes from the definition of a food facility, and prohibits food stored or prepared in a private home from being used or offered for sale in a food facility. That law also requires food that is offered for human consumption to be honestly presented, as specified. A violation of these provisions is a misdemeanor.

This bill would include a cottage food operation, as defined, that is registered or has a permit within the private home exemption of the California Retail Food Code. The bill would also exclude a cottage food operation from specified food processing establishment and Sherman Law requirements. This bill would require a cottage food operation to meet specified requirements relating to training, sanitation, preparation, labeling, and permissible types of sales and would subject a cottage food operation to inspections under specified circumstances. The bill would require a food facility that serves a cottage food product without packaging or labeling to identify it as homemade. The bill would establish various zoning and permit requirements relating to cottage food operations.

This bill would incorporate additional changes in Section 113789 of the Health and Safety Code, proposed by AB 2297, to be operative only if AB 2297 and this bill are both chaptered and become effective January 1, 2013, and this bill is chaptered last.

By imposing duties on local officials and adding new crimes, this bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) Small businesses have played an important role in helping slow economies recover and prosper as an engine of job creation. During the 1990s, small businesses created the majority of new jobs and now account for 65 percent of United States employment.

(b) California, and the United States as a whole, are facing growing obesity and obesity-related disease epidemics.

(1) Two-thirds of American adults and nearly one-third of children and teens are obese or overweight, placing them at risk for developing chronic diseases such as diabetes, heart disease, and cancer.

(2) One in every nine California children, one in three teens, and over half of adults are already overweight or obese. This epidemic affects virtually all Californians.

(3) These health conditions are preventable and curable through lifestyle choices that include consumption of healthy fresh foods.

(c) For decades, low-income and rural communities have faced limited opportunities to purchase healthy foods. Often, without cars or convenient public transportation options, low-income residents in these areas must rely for much of their shopping on expensive, fatty, processed foods sold at convenience and corner stores.

(d) There is a growing movement in California to support community-based food production, sometimes referred to as "cottage food," "artisanal food," "slow food," "locally based food," or "urban agriculture" movements. These movements seek to connect food to local communities, small businesses, and environmental sustainability.

(e) Increased opportunities for entrepreneur development through microenterprises can help to supplement household incomes, prevent poverty and hunger, and strengthen local economies.

(f) At least 32 other states have passed laws that allow small business entrepreneurs to use their home kitchens to prepare, for sale, foods that are not potentially hazardous.

(g) Even some bake sales are currently illegal in California.

(h) It is the intent of the Legislature to enact a homemade food act specifically designed to help address these challenges and opportunities.

SEC. 2. Chapter 6.1 (commencing with Section 51035) is added to Part 1 of Division 1 of Title 5 of the Government Code, to read:

CHAPTER 6.1. COTTAGE FOOD OPERATIONS

51035. (a) A city, county, or city and county shall not prohibit a cottage food operation, as defined in Section 113758 of the Health and Safety Code, in any residential dwellings, but shall do one of the following:

(1) Classify a cottage food operation as a permitted use of residential property for zoning purposes.

(2) Grant a nondiscretionary permit to use a residence as any cottage food operation that complies with local ordinances prescribing reasonable standards, restrictions, and requirements concerning spacing and concentration, traffic control, parking, and noise control relating to those homes. Any noise standards shall be consistent with local noise ordinances implementing the noise element of the general plan. The permit issued pursuant to this paragraph shall be granted by the zoning administrator, or if there is no zoning administrator, by the person or persons designated by the planning agency to grant these permits, upon the certification without a hearing.

(3) Require any cottage food operation to apply for a permit to use a residence for its operation. The zoning administrator, or if there is no zoning administrator, the person or persons designated by the planning agency to handle the use permits, shall review and decide the applications. The use permit shall be granted if the cottage food operation complies with local ordinances, if any, prescribing reasonable standards, restrictions, and requirements concerning the following factors: spacing and concentration, traffic control, parking, and noise control relating to those homes. Any noise standards shall be consistent with local noise ordinances implementing the noise element of the general plan. The local government shall process any required permit as economically as possible. Fees charged for review shall not exceed the costs of the review and permit process. An applicant may request a verification of fees, and the city, county, or city and county shall provide the applicant with a written breakdown within 45 days of the request. The application form for cottage food operation permits shall include a statement of the applicant's right to request the written fee verification.

(b) In connection with any action taken pursuant to paragraph (2) or (3) of subdivision (a), a city, county, or city and county shall do all of the following:

(1) Upon the request of an applicant, provide a list of the permits and fees that are required by the city, county, or city and county, including information about other permits that may be required by other departments in the city, county, or city and county, or by other public agencies. The city, county, or city and county shall, upon request of any applicant, also provide information about the anticipated length of time for reviewing and processing the permit application.

(2) Upon the request of an applicant, provide information on the breakdown of any individual fees charged in connection with the issuance of the permit.

(3) If a deposit is required to cover the cost of the permit, provide information to the applicant about the estimated final cost to the applicant of the permit, and procedures for receiving a refund from the portion of the deposit not used.

(c) Use of a residence for the purposes of a cottage food operation shall not constitute a change of occupancy for purposes of the State Housing Law (Part 1.5 (commencing with Section 17910) of Division 13 of the Health and Safety Code), or for purposes of local building and fire codes.

(d) Cottage food operations shall be considered residences for the purposes of the State Uniform Building Standards Code and local building and fire codes.

SEC. 3. Section 109947 of the Health and Safety Code is amended to read:

109947. "Food processing facility" means any facility operated for the purposes of manufacturing, packing, or holding processed food. Food processing facility does not include a food facility as defined in Section 113785, a cottage food operation that is registered or has a permit pursuant to Section 114365, or any facility exclusively storing, handling, or processing dried beans.

SEC. 4. Section 110050 of the Health and Safety Code is amended to read:

110050. The Food Safety Fund is hereby created as a special fund in the State Treasury. All moneys collected by the department under subdivision (c) of Section 110466 and Sections 110470, 110471, 110485, 114365, 114365.6, 111130, and 113717, and under Article 7 (commencing with Section 110810) of Chapter 5 shall be deposited in the fund, for use by the department, upon appropriation by the Legislature, for the purposes of providing funds necessary to carry out and implement the inspection provisions of this part relating to food, licensing, inspection, enforcement, and other provisions of Article 12 (commencing with Section 111070) relating to water, the provisions relating to education and training in the prevention of microbial contamination pursuant to Section 110485, and the registration provisions of Article 7 (commencing with Section 110810) of Chapter 5, and to carry out and implement the provisions of the California Retail Food Code (Part 7 (commencing with Section 113700) of Division 104).

SEC. 5. Section 110460 of the Health and Safety Code is amended to read:

110460. No person shall engage in the manufacture, packing, or holding of any processed food in this state unless the person has a valid registration from the department, except those engaged exclusively in the storing, handling, or processing of dried beans. The registration shall be valid for one calendar year from the date of issue, unless it is revoked. The registration shall not be transferable. This section shall not apply to a cottage food operation that is registered or has a permit pursuant to Section 114365.

SEC. 6. Section 111955 of the Health and Safety Code is amended to read:

111955. "Food processing establishment," as used in this chapter, shall mean any room, building, or place or portion thereof, maintained, used, or operated for the purpose of commercially storing, packaging, making, cooking, mixing, processing, bottling, canning, packing, slaughtering, or otherwise preparing or handling food except restaurants. "Food processing establishment" shall not include a cottage food operation that is registered or has a permit pursuant to Section 114365.

SEC. 7. Section 113758 is added to the Health and Safety Code, to read:

113758. (a) "Cottage food operation" means an enterprise that has not more than the amount in gross annual sales that is specified in this subdivision, is operated by a cottage food operator, and has not more than one full-time equivalent cottage food employee, not including a family member or household member of the cottage food operator, within the registered or permitted area of a private home where the cottage food operator resides and where cottage food products are prepared or packaged for direct, indirect, or direct and indirect sale to consumers pursuant to this part. In 2013, the enterprise shall not have more than thirty-five thousand dollar (\$35,000) in gross annual sales in the calendar year. In 2014, the enterprise shall not have more than forty-five thousand dollars (\$45,000) in gross annual sales in the calendar year. Commencing in 2015, and each subsequent year thereafter, the enterprise shall not have more than fifty thousand dollars (\$50,000) in gross annual sales in the calendar year. A cottage food operation includes both of the following:

(1) A "Class A" cottage food operation, which is a cottage food operation that may engage only in direct sales of cottage food products from the cottage food operation or other direct sales venues described in paragraph (4) of subdivision (b).

(2) A "Class B" cottage food operation, which is a cottage food operation that may engage in both direct sales and indirect sales of cottage food products from the cottage food operation, from direct sales venues described in paragraph (4) of subdivision (b), from offsite events, or from a third-party retail food facility described in paragraph (5) of subdivision (b).

(b) For purposes of this section, the following definitions shall apply:

(1) "Cottage food employee" means an individual, paid or volunteer, who is involved in the preparation, packaging, handling, and storage of a cottage food product, or otherwise works for the cottage food operation. An

employee does not include an immediate family member or household member of the cottage food operator.

(2) "Cottage food operator" means an individual who operates a cottage food operation in his or her private home and is the owner of the cottage food operation.

(3) "Cottage food products" means nonpotentially hazardous foods, including foods that are described in Section 114365.5 and that are prepared for sale in the kitchen of a cottage food operation.

(4) "Direct sale" means a transaction between a cottage food operation operator and a consumer, where the consumer purchases the cottage food product directly from the cottage food operation. Direct sales include, but are not limited to, transactions at holiday bazaars or other temporary events, such as bake sales or food swaps, transactions at farm stands, certified farmers' markets, or through community-supported agriculture subscriptions, and transactions occurring in person in the cottage food operation.

(5) "Indirect sale" means an interaction between a cottage food operation, a third-party retailer, and a consumer, where the consumer purchases cottage food products made by the cottage food operation from a third-party retailer that holds a valid permit issued pursuant to Section 114381. Indirect sales include, but are not limited to, sales made to retail shops or to retail food facilities where food may be immediately consumed on the premises.

(6) "Private home" means a dwelling, including an apartment or other leased space, where individuals reside.

(7) "Registered or permitted area" means the portion of a private home that contains the private home's kitchen used for the preparation, packaging, storage, or handling of cottage food products and related ingredients or equipment, or both, and attached rooms within the home that are used exclusively for storage.

SEC. 8. Section 113789 of the Health and Safety Code is amended to read:

113789. (a) "Food facility" means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level, including, but not limited to, the following:

(1) An operation where food is consumed on or off the premises, regardless of whether there is a charge for the food.

(2) Any place used in conjunction with the operations described in this subdivision, including, but not limited to, storage facilities for food-related utensils, equipment, and materials.

(b) "Food facility" includes permanent and nonpermanent food facilities, including, but not limited to, the following:

(1) Public and private school cafeterias.

(2) Restricted food service facilities.

(3) Licensed health care facilities.

(4) Commissaries.

(5) Mobile food facilities.

(6) Mobile support units.

(7) Temporary food facilities.

- (8) Vending machines.
- (9) Certified farmers' markets, for purposes of permitting and enforcement pursuant to Section 114370.
- (10) Farm stands, for purposes of permitting and enforcement pursuant to Section 114375.
 - (c) "Food facility" does not include any of the following:
 - (1) A cooperative arrangement wherein no permanent facilities are used for storing or handling food.
 - (2) A private home, including a cottage food operation that is registered or has a permit pursuant to Section 114365.
 - (3) A church, private club, or other nonprofit association that gives or sells food to its members and guests, and not to the general public, at an event that occurs not more than three days in any 90-day period.
 - (4) A for-profit entity that gives or sells food at an event that occurs not more than three days in a 90-day period for the benefit of a nonprofit association, if the for-profit entity receives no monetary benefit, other than that resulting from recognition from participating in an event.
 - (5) Premises set aside for wine tasting, as that term is used in Section 23356.1 of the Business and Professions Code and in the regulations adopted pursuant to that section, that comply with Section 118375, regardless of whether there is a charge for the wine tasting, if no other beverage, except for bottles of wine and prepackaged nonpotentially hazardous beverages, is offered for sale for onsite consumption and no food, except for crackers, is served.
 - (6) Premises operated by a producer, selling or offering for sale only whole produce grown by the producer, or shell eggs, or both, provided the sales are conducted on premises controlled by the producer.
 - (7) A commercial food processing plant as defined in Section 111955.
 - (8) A child day care facility, as defined in Section 1596.750.
 - (9) A community care facility, as defined in Section 1502.
 - (10) A residential care facility for the elderly, as defined in Section 1569.2.
 - (11) A residential care facility for the chronically ill, which has the same meaning as a residential care facility, as defined in Section 1568.01.
 - (12) Premises set aside by a beer manufacturer, as defined in Section 25000.2 of the Business and Professions Code, that comply with Section 118375, for the purposes of beer tasting, regardless of whether there is a charge for the beer tasting, if no other beverage, except for beer and prepackaged nonpotentially hazardous beverages, is offered for sale for onsite consumption, and no food, except for crackers or pretzels, is served.

SEC. 8.5. Section 113789 of the Health and Safety Code is amended to read:

113789. (a) "Food facility" means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level, including, but not limited to, the following:

- (1) An operation where food is consumed on or off the premises, regardless of whether there is a charge for the food.

(2) Any place used in conjunction with the operations described in this subdivision, including, but not limited to, storage facilities for food-related utensils, equipment, and materials.

(b) "Food facility" includes permanent and nonpermanent food facilities, including, but not limited to, the following:

(1) Public and private school cafeterias.

(2) Restricted food service facilities.

(3) Licensed health care facilities, except as provided in paragraph (13) of subdivision (c).

(4) Commissaries.

(5) Mobile food facilities.

(6) Mobile support units.

(7) Temporary food facilities.

(8) Vending machines.

(9) Certified farmers' markets, for purposes of permitting and enforcement pursuant to Section 114370.

(10) Farm stands, for purposes of permitting and enforcement pursuant to Section 114375.

(c) "Food facility" does not include any of the following:

(1) A cooperative arrangement wherein no permanent facilities are used for storing or handling food.

(2) A private home, including a cottage food operation that is registered or has a permit pursuant to Section 114365.

(3) A church, private club, or other nonprofit association that gives or sells food to its members and guests, and not to the general public, at an event that occurs not more than three days in any 90-day period.

(4) A for-profit entity that gives or sells food at an event that occurs not more than three days in a 90-day period for the benefit of a nonprofit association, if the for-profit entity receives no monetary benefit, other than that resulting from recognition from participating in an event.

(5) Premises set aside for wine tasting, as that term is used in Section 23356.1 of the Business and Professions Code and in the regulations adopted pursuant to that section, that comply with Section 118375, regardless of whether there is a charge for the wine tasting, if no other beverage, except for bottles of wine and prepackaged nonpotentially hazardous beverages, is offered for sale for onsite consumption and no food, except for crackers, is served.

(6) Premises operated by a producer, selling or offering for sale only whole produce grown by the producer, or shell eggs, or both, provided the sales are conducted on premises controlled by the producer.

(7) A commercial food processing plant as defined in Section 111955.

(8) A child day care facility, as defined in Section 1596.750.

(9) A community care facility, as defined in Section 1502.

(10) A residential care facility for the elderly, as defined in Section 1569.2.

(11) A residential care facility for the chronically ill, which has the same meaning as a residential care facility, as defined in Section 1568.01.

(12) Premises set aside by a beer manufacturer, as defined in Section 25000.2 of the Business and Professions Code, that comply with Section 118375, for the purposes of beer tasting, regardless of whether there is a charge for the beer tasting, if no other beverage, except for beer and prepackaged nonpotentially hazardous beverages, is offered for sale for onsite consumption, and no food, except for crackers or pretzels, is served.

(13) (A) An intermediate care facility for the developmentally disabled, as defined in subdivisions (e), (h), and (m) of Section 1250, with a capacity of six beds or fewer.

(B) A facility described in subparagraph (A) shall report any foodborne illness or outbreak to the local health department and to the State Department of Public Health within 24 hours of the illness or outbreak.

SEC. 9. Section 113851 of the Health and Safety Code is amended to read:

113851. (a) "Permit" means the document issued by the enforcement agency that authorizes a person to operate a food facility or cottage food operation.

(b) "Registration" shall have the same meaning as permit for purposes of implementation and enforcement of this part.

SEC. 10. Section 114021 of the Health and Safety Code is amended to read:

114021. (a) Food shall be obtained from sources that comply with all applicable laws.

(b) Food stored or prepared in a private home shall not be used or offered for sale in a food facility, unless that food is prepared by a cottage food operation that is registered or has a permit pursuant to Section 114365.

SEC. 11. Section 114023 of the Health and Safety Code is amended to read:

114023. Food in a hermetically sealed container shall be obtained from a food processing plant that is regulated by the food regulatory agency that has jurisdiction over the plant, or from a cottage food operation that produces jams, jellies, and preserves and that is registered or has a permit pursuant to Section 114365.

SEC. 12. Section 114088 is added to the Health and Safety Code, to read:

114088. A cottage food product, as defined in Section 113758, that is served by a food facility without packaging or labeling, as described in Section 114365, shall be identified to the consumer as homemade on the menu, menu board, or other location that would reasonably inform a consumer of its homemade status.

SEC. 13. Chapter 11.5 (commencing with Section 114365) is added to Part 7 of Division 104 of the Health and Safety Code, to read:

CHAPTER 11.5. COTTAGE FOOD OPERATIONS

114365. (a) (1) (A) A “Class A” cottage food operation shall not be open for business unless it is registered with the local enforcement agency and has submitted a completed, self-certification checklist approved by the local enforcement agency. The self-certification checklist shall verify that the cottage food operation conforms to this chapter, including the following requirements:

(i) No cottage food preparation, packaging, or handling may occur in the home kitchen concurrent with any other domestic activities, such as family meal preparation, dishwashing, clothes washing or ironing, kitchen cleaning, or guest entertainment.

(ii) No infants, small children, or pets may be in the home kitchen during the preparation, packaging, or handling of any cottage food products.

(iii) Kitchen equipment and utensils used to produce cottage food products shall be clean and maintained in a good state of repair.

(iv) All food contact surfaces, equipment, and utensils used for the preparation, packaging, or handling of any cottage food products shall be washed, rinsed, and sanitized before each use.

(v) All food preparation and food and equipment storage areas shall be maintained free of rodents and insects.

(vi) Smoking shall be prohibited in the portion of a private home used for the preparation, packaging, storage, or handling of cottage food products and related ingredients or equipment, or both, while cottage food products are being prepared, packaged, stored, or handled.

(B) (i) The department shall post the requirements described in subparagraph (A) on its Internet Web site.

(ii) The local enforcement agency shall issue a registration number to a “Class A” cottage food operation that meets the requirements of subparagraph (A).

(C) (i) Except as provided in (ii), a “Class A” cottage food operation shall not be subject to initial or routine inspections.

(ii) For purposes of determining compliance with this chapter, a representative of a local enforcement agency may access, for inspection purposes, the registered area of a private home where a cottage food operation is located only if the representative has, on the basis of a consumer complaint, reason to suspect that adulterated or otherwise unsafe food has been produced by the cottage food operation or that the cottage food operation has violated this chapter.

(iii) Access under this subparagraph is limited to the registered area and solely for the purpose of enforcing or administering this chapter.

(iv) A local enforcement agency may seek recovery from a “Class A” cottage food operation of an amount that does not exceed the local enforcement agency’s reasonable costs of inspecting the “Class A” cottage food operation for compliance with this chapter, if the “Class A” cottage food operation is found to be in violation of this chapter.

(2) (A) A “Class B” cottage food operation shall not be open for business unless it obtains a permit from the local enforcement agency in a manner approved by the local enforcement agency to engage in the direct and indirect sale of cottage food products.

(B) (i) A “Class B” cottage food operation shall comply with the requirements described in clauses (i) to (vi), inclusive, of subparagraph (A) of paragraph (1) in addition to the other requirements of this chapter.

(ii) The local enforcement agency shall issue a permit number after an initial inspection has determined that the proposed “Class B” cottage food operation and its method of operation conform to this chapter.

(C) Except as provided in this subparagraph, a “Class B” cottage food operation shall not be subject to more than one inspection per year by the local enforcement agency.

(i) For purposes of determining compliance with this chapter, a representative of a local enforcement agency, for inspection purposes, may access the permitted area of a private home where a cottage food operation is located only if the representative has, on the basis of a consumer complaint, reason to suspect that adulterated or otherwise unsafe food has been produced by the cottage food operation, or that the cottage food operation has violated this chapter.

(ii) Access under this subparagraph is limited to the permitted area and solely for the purpose of enforcing or administering this chapter.

(D) (i) A “Class B” cottage food operation shall be authorized to engage in the indirect sales of cottage food products within the county in which the “Class B” cottage food operation is permitted.

(ii) A county may agree to allow a “Class B” cottage food operation permitted in another county to engage in the indirect sales of cottage food products in the county.

(b) A registration or permit, once issued, is nontransferable. A registration or permit shall be valid only for the person, location, type of food sales, and distribution activity specified by that registration or permit, and, unless suspended or revoked for cause, for the time period indicated.

114365.2. A cottage food operation that is registered or has a permit issued pursuant to Section 114365 shall be considered a restricted food service facility for purposes of, and subject to, Sections 113953.3, 114259.5, 114285, and 114286. A cottage food operation that is registered or has a permit also shall be subject to Sections 113967, 113973, 113980, 114259.5, 114405, 114407, 114409, 114411, and 114413, and to all of the following requirements:

(a) A person with a contagious illness shall refrain from work in the registered or permitted area of the cottage food operation.

(b) A person involved in the preparation or packaging of cottage food products shall keep his or her hands and exposed portions of his or her arms clean and shall wash his or her hands before any food preparation or packaging activity in a cottage food operation.

(c) Water used during the preparation of cottage food products shall meet the potable drinking water standards described in Section 113869, except

that a cottage food operation shall not be required to have an indirect sewer connection. Water used during the preparation of cottage food products includes all of the following:

(1) The washing, sanitizing, and drying of any equipment used in the preparation of a cottage food product.

(2) The washing, sanitizing, and drying of hands and arms.

(3) Water used as an ingredient.

(d) A person who prepares or packages cottage food products shall complete a food processor course instructed by the department to protect the public health within three months of becoming registered. The course shall not exceed four hours in length. The department shall work with the local enforcement agency to ensure that cottage food operators are properly notified of the location, date, and time of the classes offered.

(e) A cottage food operation shall properly label all cottage food products in compliance with the Federal Food, Drug, and Cosmetic Act (21 U.S.C. Sec. 343 et seq.). Additionally, to the extent permitted by federal law, the label shall include, but is not limited to, all of the following:

(1) The words "Made in a Home Kitchen" in 12-point type on the cottage food product's primary display panel.

(2) The name commonly used for the food product or an adequately descriptive name.

(3) The name of the cottage food operation which produced the cottage food product.

(4) The registration or permit number of the "Class A" or "Class B" cottage food operation, respectively, which produced the cottage food product and, in the case of a "Class B" cottage food operation, the name of the county of the local enforcement agency that issued the permit number.

(5) The ingredients of the cottage food product, in descending order of predominance by weight, if the product contains two or more ingredients.

114365.5. (a) The department shall adopt and post on its Internet Web site a list of not potentially hazardous foods and their ethnic variations that are approved for sale by a cottage food operation. A cottage food product shall not be potentially hazardous food, as defined in Section 113871.

(b) This list of nonpotentially hazardous foods shall include, but not be limited to, all of the following:

(1) Baked goods without cream, custard, or meat fillings, such as breads, biscuits, churros, cookies, pastries, and tortillas.

(2) Candy, such as brittle and toffee.

(3) Chocolate-covered nonperishable foods, such as nuts and dried fruit.

(4) Dried fruit.

(5) Dried pasta.

(6) Dry baking mixes.

(7) Fruit pies, fruit empanadas, and fruit tamales.

(8) Granola, cereals, and trail mixes.

(9) Herb blends and dried mole paste.

(10) Honey and sweet sorghum syrup.

(11) Jams, jellies, preserves, and fruit butter that comply with the standard described in Part 150 of Title 21 of the Code of Federal Regulations.

(12) Nut mixes and nut butters.

(13) Popcorn.

(14) Vinegar and mustard.

(15) Roasted coffee and dried tea.

(16) Waffle cones and pizelles.

(c) (1) The State Public Health Officer may add or delete food products to or from the list described in subdivision (b), which shall be known as the approved food products list. Notice of any change to the approved food products list shall be posted on the department's cottage food program Internet Web site, to also be known as the program Internet Web site for purposes of this chapter. Any change to the approved food products list shall become effective 30 days after the notice is posted. The notice shall state the reason for the change, the authority for the change, and the nature of the change. The notice will provide an opportunity for written comment by indicating the address to which to submit the comment and the deadline by which the comment is required to be received by the department. The address to which the comment is to be submitted may be an electronic site. The notice shall allow at least 20 calendar days for comments to be submitted. The department shall consider all comments submitted before the due date. The department may withdraw the proposed change at any time by notification on the program Internet Web site or through notification by other electronic means. The approved food products list described in subdivision (b), and any updates to the list, shall not be subject to the administrative rulemaking requirements of Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code.

(2) The State Public Health Officer shall not remove any items from the approved food products list unless the State Public Health Officer also posts information on the program Internet Web site explaining the basis upon which the removed food item has been determined to be potentially hazardous.

114365.6. (a) The State Public Health Officer shall provide technical assistance, and develop, maintain, and deliver commodity-specific training related to the safe processing and packaging of cottage food products to local enforcement agencies.

(b) Local enforcement agencies may collect a surcharge fee in addition to any permit fees collected for "Class B" cottage food operations. The surcharge fee shall not exceed the reasonable costs that the department incurs through the administration of the training described in subdivision (a) to protect the public health. The surcharge fees collected shall be transmitted to the department in a manner established by the department to be deposited in the Food Safety Fund. The department shall use the surcharge fees only to develop and deliver the training described in subdivision (a) to local enforcement agency personnel on an ongoing basis.

SEC. 14. Section 114390 of the Health and Safety Code is amended to read:

114390. (a) Enforcement officers shall enforce this part and all regulations adopted pursuant to this part.

(b) (1) For purposes of enforcement, any authorized enforcement officer may, during the facility's hours of operation and other reasonable times, enter, inspect, issue citations to, and secure any sample, photographs, or other evidence from a food facility, cottage food operation, or any facility suspected of being a food facility or cottage food operation, or a vehicle transporting food to or from a retail food facility, when the vehicle is stationary at an agricultural inspection station, a border crossing, or at any food facility under the jurisdiction of the enforcement agency, or upon the request of an incident commander.

(2) If a food facility is operating under an HACCP plan, the enforcement officer may, for the purpose of determining compliance with the plan, secure as evidence any documents, or copies of documents, relating to the facility's adherence to the HACCP plan. Inspection may, for the purpose of determining compliance with this part, include any record, file, paper, process, HACCP plan, invoice, or receipt bearing on whether food, equipment, or utensils are in violation of this part.

(c) Notwithstanding subdivision (a), an employee may refuse entry to an enforcement officer who is unable to present official identification showing the enforcement officer's picture and enforcement agency name. In the absence of the identification card, a business card showing the enforcement agency's name plus a picture identification card such as a driver's license shall meet this requirement.

(d) It is a violation of this part for any person to refuse to permit entry or inspection, the taking of samples or other evidence, access to copy any record as authorized by this part, to conceal any samples or evidence, withhold evidence concerning them, or interfere with the performance of the duties of an enforcement officer, including making verbal or physical threats or sexual or discriminatory harassment.

(e) A written report of the inspection shall be made and a copy shall be supplied or mailed to the owner, manager, or operator of the food facility.

SEC. 15. Section 114405 of the Health and Safety Code is amended to read:

114405. (a) A permit may be suspended or revoked by a local enforcement officer for a violation of this part. Any food facility or cottage food operation for which the permit has been suspended shall close and remain closed until the permit has been reinstated. Any food facility or cottage food operation for which the permit has been revoked shall close and remain closed until a new permit has been issued.

(b) Whenever a local enforcement officer finds that a food facility or cottage food operation is not in compliance with the requirements of this part, a written notice to comply shall be issued to the permitholder. If the permitholder fails to comply, the local enforcement officer shall issue to the permitholder a notice setting forth the acts or omissions with which the permitholder is charged, and informing him or her of a right to a hearing, if requested, to show cause why the permit should not be suspended or

revoked. A written request for a hearing shall be made by the permitholder within 15 calendar days after receipt of the notice. A failure to request a hearing within 15 calendar days after receipt of the notice shall be deemed a waiver of the right to a hearing. When circumstances warrant, the hearing officer may order a hearing at any reasonable time within this 15-day period to expedite the permit suspension or revocation process.

(c) The hearing shall be held within 15 calendar days of the receipt of a request for a hearing. Upon written request of the permitholder, the hearing officer may postpone any hearing date, if circumstances warrant the action.

SEC. 16. Section 114409 of the Health and Safety Code is amended to read:

114409. (a) If any imminent health hazard is found, unless the hazard is immediately corrected, an enforcement officer may temporarily suspend the permit and order the food facility or cottage food operation immediately closed.

(b) Whenever a permit is suspended as the result of an imminent health hazard, the enforcement officer shall issue to the permitholder a notice setting forth the acts or omissions with which the permitholder is charged, specifying the pertinent code section, and informing the permitholder of the right to a hearing.

(c) At any time within 15 calendar days after service of a notice pursuant to subdivision (b), the permitholder may request in writing a hearing before a hearing officer to show cause why the permit suspension is not warranted. The hearing shall be held within 15 calendar days of the receipt of a request for a hearing. A failure to request a hearing within 15 calendar days shall be deemed a waiver of the right to a hearing.

SEC. 17. Section 8.5 of this bill incorporates amendments to Section 113789 of the Health and Safety Code proposed by both this bill and Assembly Bill 2297. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2013, (2) each bill amends Section 113789 of the Health and Safety Code, and (3) this bill is enacted after Assembly Bill 2297, in which case Section 8 of this bill shall not become operative.

SEC. 18. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution for certain costs that may be incurred by a local agency or school district because, in that regard, this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

However, if the Commission on State Mandates determines that this act contains other costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

O



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

May 31, 2013

Bishop City Council
PO Box 1236
Bishop, CA 93515

Re: Proposed Amendment of Zoning Ordinance

Please be advised that the Bishop Planning Commission, at their May 29, 2013 meeting, voted 6 to 0 to recommend the City Council adopt an amendment to Bishop Municipal Code Chapter 17 Zoning by adding Section 17.08.085 to provide a definition for Cottage Food Operation and amending Section 17.20.020 R-1- Uses Permitted. The draft ordinance amendment is intended to allow permitting of cottage food operation as a home occupation in residential zones.

The Planning Commission found that the proposed zoning ordinance amendments are consistent with the goals and policies of State of California Assembly Bill No.1616, State of California Health and Safety Code and the City of Bishop General Plan.

Sincerely,

Darren Malloy
Chairman, Bishop Planning Commission

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, ADDING SECTION 17.08.085 TO CHAPTER 17.08 DEFINITIONS OF TITLE 17 ZONING OF THE BISHOP MUNICIPAL CODE; AND AMENDING SECTION 17.20.020 R-1 SINGLE FAMILY RESIDENTIAL DISTRICT, USES PERMITTED RESPECTING HOME OCCUPATIONS

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

SECTION 1. Bishop Municipal Code Title 17 ZONING, Chapter 17.08 DEFINITIONS is hereby amended to add new section titles as follows:

Chapter 17.08
DEFINITIONS

Sections:

17.08.085

SECTION 2. Bishop Municipal Code Chapter 17.08 DEFINITIONS is hereby amended to add new sections 17.08.085 Cottage Food Operation read in its entirety as follows:

17.08.085 Cottage Food Operation. An enterprise at a private home where low-risk food products are prepared or packaged for public consumption, as defined in Section 113758 of the Health and Safety Code.

SECTION 3. Section 17.20.020 R-1 - Uses Permitted is hereby amended to read in its entirety as follows:

17.20.020 - Uses permitted.

No building or structure on land shall be used, and no building or structure shall be designed, erected, structurally altered or enlarged except for the following purposes:

- A. Single-family residential structure, not more than one dwelling unit to each lot;
- B. Home occupations:

1. No employment of help in such occupation other than the members of the resident family.
 2. The use shall not generate traffic beyond that normal to the zone in which it is located nor involve the use of commercial vehicles,
 3. No storage of materials and/or supplies indoors or outdoors,
 4. Not more than one room in the dwelling shall be employed for the home occupation,
 5. In no way shall the appearance of the structure be so altered that the structure may be reasonably recognized as serving a nonresidential use,
 6. A cottage food operation as defined in Section 113758 of the Health and Safety Code shall be a permitted home occupation provided it complies with all applicable provisions of this section and the Health and Safety Code, as it may be amended. Any applicant for home occupation business license shall demonstrate he or she operates a qualifying cottage food operation. Notwithstanding the foregoing, subsections (B) (1), (3) and (4).
- C. Guesthouse, provided said house is without a kitchen and is an accessory use for transient guests of the occupant of the main building and where no rent is paid either in money or by services and is located in the rear of the main building;
- D. Accessory buildings and structures;
- E. Any other such uses the planning commission may deem to be similar to those listed above and not more obnoxious or detrimental to health and safety. When such use is deemed to be similar a use permit may be granted by the planning commission;
- F. Mobile homes complying with state regulations.
- G. Bed and breakfast inn. Bed and breakfast inn means a residential structure, located in a residential zone, which provides overnight accommodations for travelers or tourists on a daily basis, and which serves breakfast to its guests, but not to the public generally, the price for which is included in the charge lodging. Bed and breakfast inns shall comply with all of the following conditions:
- A. The approval of an initial study and assessment of environmental impact, as per Resolution 84-18, shall first be required.
 - B. The approval of a conditional use permit, pursuant to the zoning title, shall be required.
 - C. The minimum size shall be one acre.
 - D. The dwelling or structure to be used as the bed and breakfast inn shall have been erected prior to the date of adoption of this ordinance.

- E. Parking requirements and driveway standards shall meet the city standards with a minimum of two spaces for the owners unit and one space per guest room. These places should be adequately screened from the street with landscaping or fencing.
- F. The maximum number of rooms which may be rented is four, unless it can be shown that the structure and/or parcel is of sufficient size to contain more rooms while meeting the purpose of this article.
- G. The owner of the property must reside on subject premises at all times.
- H. No restaurant activity shall take place. Breakfast meals shall be served only to registered overnight guests.
- I. The maximum length of stay for any guest shall be fourteen (14) days during any consecutive ninety (90) day period.
- J. No cooking facilities shall be permitted in any of the guest rooms.
- K. Sign on premises advertising for any bed and breakfast inn located in any residential zone shall be limited to one wall sign not more than four square feet in area. The content of any such sign shall be limited to identifying not more than the name and address of the facility. No sign shall be illuminated. Placement and material of the sign shall be reviewed planning commission.
- L. Kitchen use to prepare meals served to overnight guests shall meet all Health Department standards and any required permits to be issued by the Health Department.
- M. In no way shall the appearance of the structure be so altered that the structure may be reasonably recognized as a service of non-residential use.
- N. Other than uses as a bed and breakfast inn, no non-residential use shall be permitted on subject property.
- O. A city business license shall be obtained and maintained by the owners.
- P. The bed and breakfast inn shall meet all other standards of underlying zone.

SECTION 4. Except as hereby specifically amended, all other terms and provisions of Chapters 17.08 and 17.20 of Title 17 of the Bishop Municipal Code shall remain in full force and effect. Ordinance No. 424 of the City of Bishop is hereby amended to the extent that it is inconsistent herewith; however except as hereby specifically amended, all other terms and provisions or Ordinance No.424 shall remain in full force and effect.

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

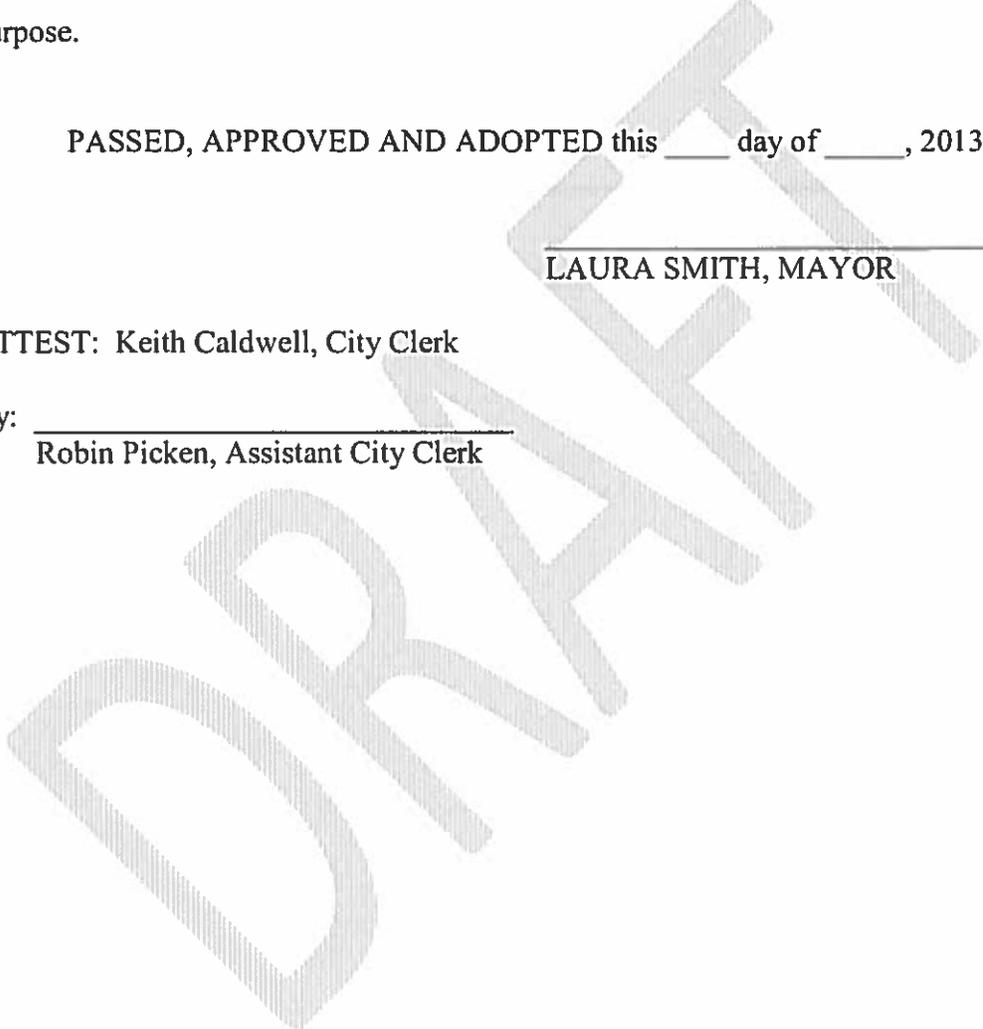
SECTION 6. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published in the manner and form provided by law in the Inyo Register, a newspaper of general circulation printed and published in the City of Bishop, State of California which said newspaper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

PASSED, APPROVED AND ADOPTED this ____ day of ____, 2013.

LAURA SMITH, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: _____
Robin Picken, Assistant City Clerk



TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

SUBJECT: Award – Positive Pressure Water System Improvements Contract

DATE: July 8, 2013

Attachments:

- Staff Memo

BACKGROUND/SUMMARY

Public Works Director Grah has provided the history of the Positive Pressure Water System Improvement Project, originally known as the Water Storage Tank Project.

The project is in accordance with the 2008 City of Bishop Master Water Plan and has been down-sized based on a determination that the additional space was not needed. The scope of the project was reduced, although the remainder of initial assessment to correct a contamination concern in the area of the existing water tank and Well 4 remains as part of this project.

RDC was the lowest responsive bidder and along with the 5% contingency the total project cost is \$400,680. These funds are allocated in Water Capital Improvements for the 2013-2014 budget.

RECOMMENDATION

Council consideration to:

- Award the Positive Pressure Water System Improvements Project construction contract to RDC Incorporated.
- Authorize the execution of the construction contract with RDC.
- Authorize the expenditure of up to \$400,680 through the construction contract.



To: Keith Caldwell, City Administrator KCC
From: David Grah, Director of Public Works 
Subject: Award the Positive Pressure Water System Improvements Contract
Date: 28 June 2013
Previous: 22 February 2011, 8 November 2011, 30 December 2011, 1 June 2012,
3 December 2012, 15 May 2013
Funding: Water capital improvement funds

General:

Public Works proposes to award the Positive Pressure Water System Improvements project construction contract to RDC Incorporated.

Background:

The Positive Pressure Water System Improvements project was and is sometimes also known as the Water Storage Tank project. The project was originally planned to construct additional storage capacity in accordance with the 2008 City of Bishop Water Master Plan. In the early stages of the project it was determined additional storage capacity was not needed. As a result, the scope of the project was reduced. The reduced scope still includes correcting a contamination concern in the area of the existing storage tank and the main water well, Well 4.

The best solution to this concern was the addition of a small water tank at Well 4 and the addition of a Supervisory and Data Acquisition (SCADA) controlled valve at the existing storage tank. These additions will allow us to maintain positive pressure on the line between the existing storage tank and Well 4, eliminating the contamination concern.

The SCADA part of the work is covered under a work order with our SCADA contract with Stantec. Most of the remaining work will be accomplished by construction contract. The construction contract was advertised 29 May and 2 bids were received by the bid opening 27 June:

Bidder / Location	Bid	Preference
RDC Incorporated / Sparks	\$381,600	None
Spiess Construction / Santa Maria	\$399,136	None

Contracting preferences apply to this project but neither bidder claimed a preference. RDC's low bid was determined to be responsive. RDC's low bid plus a 5% contingency is \$400,680.

The project is included in the 2013/2014 budget at a cost of \$350,000. A total of \$410,000 is budgeted for Capital Improvements in the 2013/2014 fiscal year including a \$60,000 water line replacement project planned for spring of 2014. If necessary, this water line replacement can be

deferred to keep expenditures this fiscal year with in the budgeted amount. It is worth noting the current Water cash balance is high at about \$1.2 million and typically goes up during the month of July by about \$250,000 due to customers that pay for the year.

The updated construction schedule is expected to be:

Award Contract	8 July
Start Construction	6 August
Finish Construction	21 January 2014

Recommendations:

That the City Council:

- Award the Positive Pressure Water System Improvements project construction contract to RDC Incorporated.
- Authorize the execution of the construction contract with RDC.
- Authorize the expenditure of up to \$400,680 through the construction contract.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KRC*

SUBJECT: Street Closure - Farmer's Market

DATE: July 8, 2013

Attachments:

- Staff Memo
- Encroachment Permit
- Street Map – Requested area of closure – Church Street

BACKGROUND/SUMMARY

Public Works Director Grah has provided a memo, encroachment permit (outlining conditions, responsibility, etc.) and a map of the proposed area for Council review and consideration.

Typically, City Council approves street closures.

RECOMMENDATION

Council consideration to approve the closure of Church Street, adjacent to City Hall, for the local Farmer's Market held each Saturday between 8:00 a.m. and 11:00 a.m. through November 1, 2013.



To: Keith Caldwell, City Administrator *KSC*
From: David Grah, Director of Public Works *DG*
Subject: Closure of Portion of Church Street for Weekly Farmers Market
Date: 28 June 2013
Previous: 6 June 2011, 16 August 2011, 22 May 2012
Funding: Small General Fund expenditure

General:

The Eastern Sierra Farmers Market proposes to continue at its location on Church Street in 2013 and proposes to close a portion of Church Street near City Hall again each week for the market.

Background:

The Eastern Sierra Farmers Market plans to use its Church Street location again in 2013. The Church Street location is north of the Clarke Wing of the Bishop Civic Center (including City Hall) including the plaza and lawn areas there. The market plans to operate on Saturday mornings from 8 am to 11 am between 29 June and 1 November.

The market will use city property adjacent to the street under separate permission and, depending on the number of vendors and other factors, the market may require the use of the street right of way. The use of the right of way and closure of the street is the subject of the attached encroachment permit. The city would provide the traffic control devices and the farmers market would put them up and take them down each week in accordance with the attached map. Cars parked in the closure area at the start of the closure will require special accommodation by the farmers market so the cars can get out if needed while the market is underway.

The draft encroachment permit is based closely on previous permits that were reviewed by Public Works, Police, Fire, and Community Services. Typically the City Council approves street closures.

Recommendation:

The City Council approve the closure of a Church Street adjacent to City Hall each week for a farmers market.



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

Encroachment Permit 2013-011

Permittee: Eastern Sierra Farmers Market

Location: City of Bishop right of way on Church Street as shown on attached map.

Description: Under street closures as shown on attached map, conduct weekly farmers market.

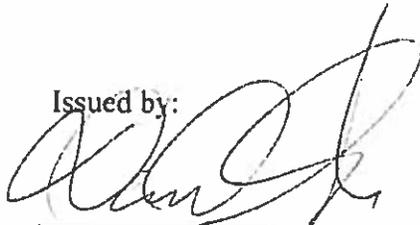
1. **Responsible Party:** No activities other than the described activities under the control of the Permittee are authorized under this permit.
2. **Date and Times of Closure:** Except for parking signs, the permitted activities shall only be conducted Saturdays between 8 am and noon starting no earlier than 29 June 2013 and ending no later than 1 November 2012. Parking signs may be placed no earlier than 8 pm Fridays.
3. **Traffic Control:** The City of Bishop will provide most traffic control devices including Road Closed signs and traffic cones. Permittee is responsible for providing parking signs, placing parking signs that say "no parking 8 am to noon" or equivalent, setting up traffic control as shown on attached map at the start of market activities, maintaining traffic control during activities, and taking traffic control down at the end of market activities.
4. **Additional Conditions:** At any time the city may prescribe additional conditions necessary for the protection of the public property, for the prevention of undue interference with traffic, to assure public safety, or to otherwise act in the best interest of the city.
5. **Responsibility:** The permittee accepts all responsibility for damage or injury that results from activity under this permit.
6. **Indemnity:** As an express and material term of City's issuance of this Permit, Permittee agrees to indemnify and hold harmless the City, its officers, employees and agents from any and all claims, demands, causes of action, losses or other liabilities for any damage, whether to person or property, whatsoever arising out of or related to the permitted encroachment. Permittee further agrees to indemnify and hold harmless the City, its officers, employees and agents for any injury to persons or property occasioned by reason of or arising out of the acts or omissions of Permittee, his/her/its agents, employees, contractors and subcontractors and/or any other person or entity performing work authorized by this Permit. It is the intent of this condition that Permittee shall be responsible for all liability for design, construction, and maintenance of the improvements installed or activities performed pursuant to this Permit and that the City, its officers, employees and agents shall not be liable for any negligence, whether active or passive in nature, nonfeasance, misfeasance, or malfeasance related to or arising from this Permit, including but not limited to approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing, or inspecting any work or construction arising from this Permit.

7. **Duty to Defend:** As an express and material term of City's issuance of this Permit, Permittee agrees to defend, at its sole expense, the City, its officers, employees and agents from and against any and all claims, demands, causes of action, losses or other liabilities for any damage, whether to person or property, whatsoever arising out of or related to the permitted encroachment. Permittee's duty to defend shall apply to the City, its officers, employees and agents for any injury to persons or property occasioned by reason of or arising out of the acts or omissions of the City, its officers, employees and/or agents and the acts or omissions of Permittee, his/her/its agents, employees, contractors and subcontractors and/or any other person or entity performing work authorized by this Permit.
8. **Legal Costs:** In the event of any controversy, claim or dispute arising out of or relating to this Permit or the violation of any covenant contained herein, the prevailing party shall be entitled to receive from the losing party reasonable expenses, including attorney's fees and costs.

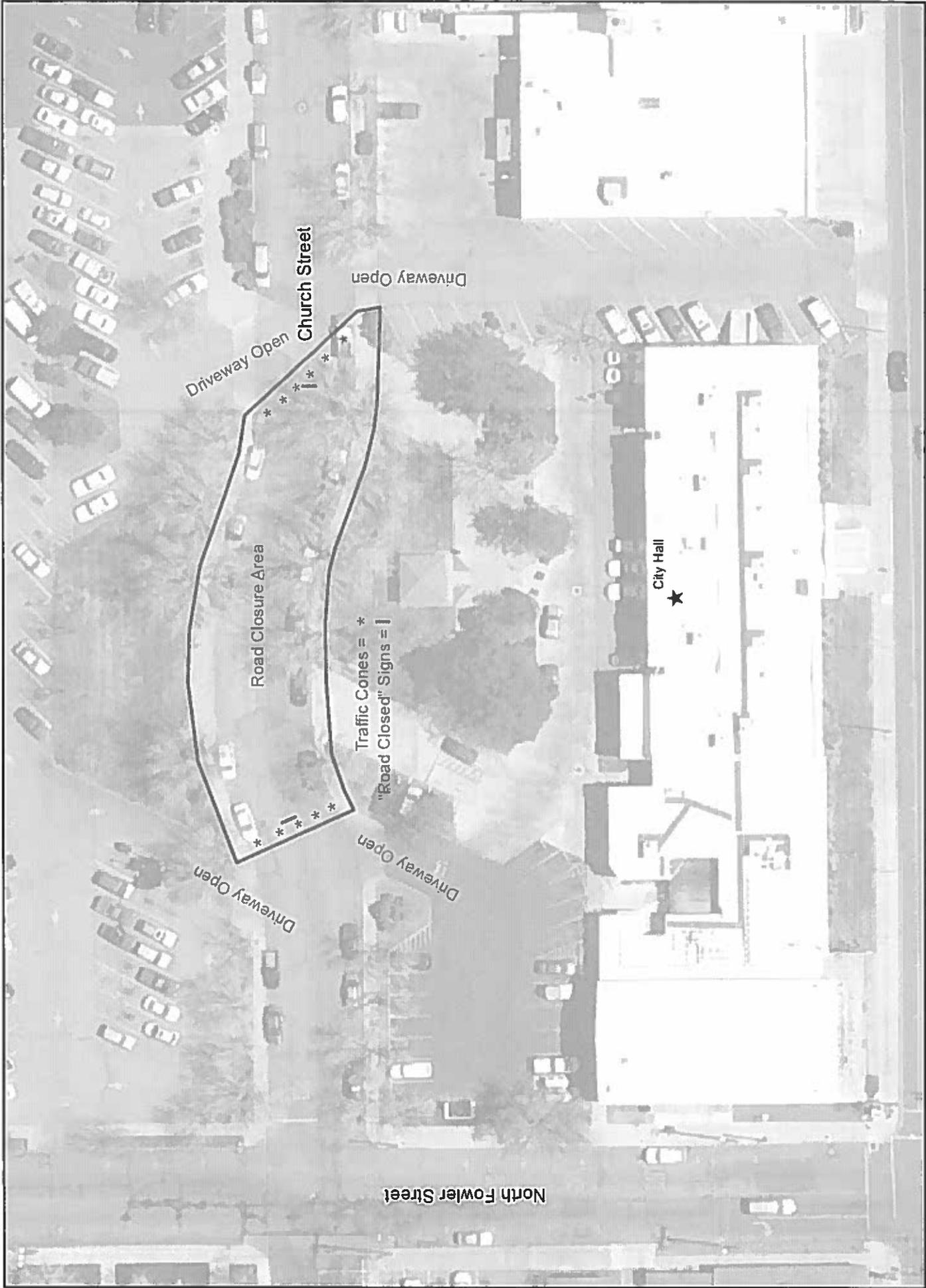
Agreed to by:


Signature

6/25/13
Date

Issued by:

David Grah
Director of Public Works

25 JUNE 2013
Date



North Fowler Street

Driveway Open
Church Street
Driveway Open

Road Closure Area

Traffic Cones = *
"Road Closed" Signs = |

City Hall

Driveway Open

Driveway Open

Driveway Open

City of Bishop Farmers Market Road Closure Area



TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR KJC

SUBJECT: Digester Cleaning – North American Digester i

DATE: July 8, 2013

Attachments:

- Staff Memo
- Purchase Order – Digester Cleaning
- North American Digester – Proposal
- Insurance Requirements

BACKGROUND/SUMMARY

Public Works Director Grah has provided an update to the necessary cleaning of the digesters at the Waste Water Treatment Plant. The last cleaning was in 2005.

This is a very specialized procedure with a limited number of potential contractors and is an essential function in the treatment of waste water.

The City has worked with Eastern Sierra Community Services District (ESCSA), over the past several months to identify common projects and collaborative opportunities. The cleaning of the digesters provides both agencies the ability to plan and to clean digesters at each facility at the same time. This collaboration provides a savings to the City of approximately \$15,000 in mobilization cost.

Allocated funds totaling \$45,000 in the 2012-2013 budget are requested to be moved to the 2013-2014 Professional/Technical budget.

RECOMMENDATION

Council consideration to approve the digester cleaning by North American Digesters and approve the necessary budget adjustments of up to \$45,000.



To: Keith Caldwell, City Administrator
From: David Grah, Director of Public Works
Subject: Approve Digester Cleaning
Date: 1 July 2013
Previous: None
Funding: Sewer Professional and Technical, 002-051-52015

105C

General:

Public Works is ready to have the digesters cleaned at the Wastewater Treatment Plant.

Background:

The digesters perform an essential function in the treatment of waste water. Digesters break organic solids down through biological action. Digesters are named for this biological action or "digestion".

The biological solids digester break down is called sludge. Sludge is settled from the raw wastewater in clarifiers (another essential part in the treatment of waste water) and then transferred into the digesters. The transfer of sludge from the clarifiers to the digesters is being automated at the city's wastewater treatment plant.

Digested sludge - almost inert at this point - is periodically removed from the digesters and dried in drying beds. Some material, especially materials that can't be broken down through biological processes, builds up in the digesters. This build up of material can not be removed through normal processes. The only way to remove this material is to open the digesters and have workers with specialized training and equipment enter the digesters and clean it out.

Much of the material that builds up in the digesters is material that the screen at the headworks doesn't remove. The new screen is far better at removing material than the old screen, but since the last digester cleaning in 2005, a lot of material has built up that got by the old screen. We have been seeing substantial evidence the digesters are past due for cleaning.

As is the case with many things related to wastewater, digester cleaning is very specialized and is only performed by a few contractors. In fact, North American Digester is the only firm we can locate that is qualified and able to clean digesters in the Bishop area. We received the attached \$42,000 proposal for digester cleaning from Northern American Digester and believe it is reasonable. A purchase order that incorporates the proposal, along with insurance requirements, is also attached.

The proposal is based on North American Digester cleaning the Eastern Sierra Community Services District's (ESCSA) single digester at the same time we clean ours. In fact, we had

intended to work through the ESCSD to have North American Digester clean both the city's and the ESCSD's digesters but North American Digester preferred to deal with the two agencies separately even though both agencies digesters will be cleaned together. Cleaning our digesters at the same time is saving the city about \$15,000 in mobilization costs. This is proving to be an excellent collaboration with the ESCSD.

Funds for digester cleaning were budgeted in the 2012/2013 fiscal year in Capital Improvements and were not spent due to delays in the process of scheduling the cleaning. This \$45,000 should be moved to the 2013/2014 budget and should also be moved to 002-051-52015, Professional and Technical.

Recommendation:

Approve the digester cleaning by North American Digesters as shown on the attached draft purchase order and approve necessary budget adjustments.

**PURCHASE ORDER
CITY OF BISHOP
377 WEST LINE STREET
POST OFFICE BOX 1236
BISHOP, CA 93515
(760) 873-8458**

PW 5592

TO: North American Digester
12121 NW Hiller Lane
Portland, OR 97229

DATE: 06/25/13

ACCOUNT: 2-51-52015

Quantity	Description	Quote/Bid Price
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DIGESTER CLEANING

1 See proposal attached \$42,000.00

* *Approved by City Council 8 July 2013*
* *See attached insurance requirements*

Total \$42,000.00

PUBLIC WORKS DIRECTOR

CITY OF BISHOP PURCHASING AGENT

By _____
David Grah

By _____
Robin Picken

INSTRUCTIONS TO VENDORS

1. Mail invoice in duplicate
2. Invoice must include tax and shipping charge, f.o.b. Bishop, California
3. Show purchase order number on all invoices, packages, delivery slips, and correspondence

The City of Bishop is not liable for materials or supplies furnished or services rendered, except by order of the City Council or by authority of a Purchase Order properly signed by the Purchasing Agent or his authorized representative.

North American Digester Cleaning Services "The" Digester Cleaners

May 14, 2012

Deston Dishion
City of Bishop
377 West Line Street
P.O. Box 1236
Bishop, CA 93515

Re: Proposal for Digester Cleaning @ City of Bishop

Dear Mr. Dishion,

In regards to Digester cleaning at the City of Bishop, please see below for the propose scope of work/requirements for North American Digester and City of Bishop.

North American Digester is to provide the following:

- All labor and equipment necessary to clean one (1) Primary and one (1) Secondary Digester at the City of Bishop WWTP, and pump contents to drying bed/lagoons within 500 feet from tanks.
- Initial Mobilization/Demobilization

City of Bishop is to provide the following:

- Provide electrical power or generator and water. Hook-up will be made at the same source as in the last cleanings.
- Provide any ramping that may be required for water and or sludge lines crossing roadways.
- North American Digester is to be allowed onsite 24 hours per day, 7 days a week, during duration of project.

North American Digester shall be compensated at the following rate:

- \$42,000 to be invoiced to the City of Bishop for the cleaning of two (2) Digesters.

Thank you for your consideration, and we look forward to working with the City of Bishop again.

North American Digester Cleaning Services

"The" Digester Cleaners

If you have any questions or require further information, please feel free to call me on my cell phone at 503 720-3352

Sincerely yours,

Lee McGrath, Jr.

North American Digester, L.L.C.
dba North American Digester Cleaning Services, Inc.
12121 NW Hiller Lane
Portland, Oregon 97229

Toll Free (800) 448-2121

Toll Free Fax (800) 801-2122

Cell (503) 720-3352

Email lee.mcgrathjr@digestercleaning.com

<http://www.digestercleaning.com>

Digester Cleaning Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form (G0009 11 88 Owners and Contractors Protective Liability Coverage Form - Coverage for Operations of Designated Contractor).
3. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
4. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
5. Course of Construction insurance covering all risks of loss.

Minimum Limits of Insurance

1. General Liability (Including operations, products, and completed operations): \$2,000,000 per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

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