

"SMALL TOWN WITH A BIG BACKYARD"



COUNCIL AGENDA PACKET

JULY 28, 2014



CITY OF BISHOP

REVISED

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 28, 2014
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.

DEPARTMENT HEAD REPORTS

Updates on department activities will be given by the Department Heads

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

CHAMBER OF COMMERCE & VISITORS BUREAU UPDATE – Executive Director Tawni Thomson

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.

(1)

FOR APPROVAL/FILING
Minutes

- (a) Council Study Session - July 14, 2014
- (b) Council Meeting - July 14, 2014
- (c) Council Special Meeting - July 22, 2014

- | | |
|------------------|---|
| Agreements | (d) After School Program Agreement with Inyo County Superintendent of Schools |
| | (e) After School Program Agreement with Bishop Unified School District |
| Job Descriptions | (f) After School Program Leader - Part Time |
| | (g) After School Program Site Coordinator - Part Time |
| Reports | (h) Part-Time Employees Wage Scale - 7/1/14-6/30/15 |

FOR INFORMATION/FILING

- | | |
|-----------------|---|
| Meeting Notices | (i) Parks & Recreation Commission - Meeting Notice - 7/9/14 |
| | (j) Planning Commission - Meeting Notice - 7/29/14 |
| Agendas | (k) Parks & Recreation Commission Agenda - 6/4/14 |
| Minutes | (l) Parks and Recreation Commission Minutes - 4/23/14 |
| Letters | (m) Letter to Inyo County Public Works Department - Letter of commitment as participating jurisdiction in the Inyo County Multi-Jurisdictional Hazard Mitigation Plan |

NEW BUSINESS

- (2) PROPOSED ORDINANCE RESPECTING SALARIES FOR CITY COUNCILMEMBERS – Council consideration to approve the second reading/adoption of a proposed ordinance relating to salaries for City Councilmembers - Administration.
- (3) AUDITORIUM COOLERS - Council consideration to approve the purchase of two coolers for the City Auditorium - Community Services.
- (4) CITY ADMINISTRATOR/CITY CLERK EMPLOYMENT AGREEMENT - Council consideration to approve an employment agreement for a new City Administrator/City Clerk - Administration.

COUNCIL AND COMMITTEE REPORTS

ADJOURNMENT

- Monday, August 11, 2014 -4:00 p.m. Study Session/7:00 p.m. Regular Meeting–Council Chambers
- Monday, August 25, 2014 - 4:00 p.m. Study Session/7:00 p.m. Regular Meeting–Council Chambers
- Monday, September 8, 2014 - 4:00 p.m. Study Session/7:00 p.m. Regular Meeting–Council Chambers
- Monday, September 22, 2014 - 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 28, 2014

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. Discuss financial options to produce future savings and/or future revenues to the City of Bishop budgets
2. Current 7:00 p.m. agenda items
3. Future agenda items
4. Department Head Reports

DISCUSSION

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

CLOSED SESSION

1. PUBLIC EMPLOYMENT pursuant to Government Code § 54957 – Title: City Administrator

REPORT ON ACTIONS TAKEN IN CLOSED SESSION AS REQUIRED BY LAW

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

BUDGET WORKSHOP OPPORTUNITIES UPDATE 7/28/2014

In August of 2013, the City Council and Staff began working on topics related to the budget. The council and staff created a list of topics for discussion that were categorized as Short, Mid and Long Term Opportunities.

There have been (15) budget workshops that include both stand alone and Study Session meetings.

The following is a list of opportunities originally suggested for vetting and an update on current status. **Red indicates action.**

Short-Term

- **TOT** – The TBID was introduced and is scheduled for implementation in August/September 2014.
- TUT Tax – discussed and no action at this time.
- Sales Tax – discussed and no action at this time
- Crash Tax - discussed and no action at this time.
- **Lease/Sale of City Property** – discussed potential for leasing of city property on Sunland and Mandich – no action at this time. City discussed the potential sale of the city parking lot adjacent to City Hall to the State of California Administrative Office of the Courts and chose not to sell.
- Sunrise Mobile Home Park – no discussion to date.
- Promotions – Community Events, Park Activities, Chamber/Visitors Bureau – no discussion to date.
- Community Promotions Budget – no discussion to date. Scheduled as part of annual budget review.
- Parking Permits and Meters – no discussion to date.
- **League of California Cities** – What are other cities doing? Some discussion as related to other items on this list.
- **Outsourcing/Collaboration** – discussion on the potential for Police/Sherriff unification. Sherriff's department initiated a study on potential savings. Prior to the disclosure of study, council chose to shelve the topic. The City Administrator began negotiations with BPOA on potential savings through bargaining. Meetings continue.
- **Work Model** – Organizational changes have been made, and continue to be suggested, as part of a long-term plan for delivery of city services.
 1. Planning Director - responsibilities from City Administrator to the Public Services Officer.
 2. Created Accounting Secretary - eliminated (2) office assistant positions.
 3. Created Assistant Finance Director

- **Consolidate City Fire Department with Rural Fire Board** – discussion with staff and Rural Fire Board and determined to be unnecessary at this time.
- **Council and Staff – Special Benefits** – discussion on the elimination of Council lifetime health benefits (currently with the City Attorney for direction). Discussion with employees through the MOU negotiation process – forthcoming.
- Labor agreements PERS/PARS – forthcoming labor negotiation.

Mid-Term

- **Strategic Economic Plan** – discussion and creation of capital projects list. Upcoming prioritization of the projects list.
- **Economic Development/Planner** – City received \$100,000 CDBG Economic Development Grant. Team/Core meetings begin July 30, 2014.
- **Retail Gap Study** – referenced in discussion of economic future.
- **TBID (Tourism Business Improvement District)** – See TOT in short-term opportunities.
- Chamber of Commerce/Visitors Bureau Sign – no discussion or action taken.

Long-Term

- **IT** – staff has formed a committee to evaluate city needs and services. Currently, a draft contract for services is being reviewed by the committee. Estimated completion and council consideration August/September 2014.
- Land Acquisition - 75 acres of LADWP land. No discussion or action taken.
- **Defined Contribution Plan (PARS is Frozen)** - some discussion and currently researching implications to the City.
- **Staffing Needs** – some discussion/planning continues.
- **Solar Project and Related Energy Cost/Savings** – some discussion on solar panels for the water treatment plant. More research needed.

AGENDA PLANNING FOR UPCOMING MEETINGS

JULY 28, 2014
STUDY SESSION
DISCUSSION ITEM # 3

MONDAY – AUGUST 11, 2014 MEETINGS

4:00 PM

- Selection of Quarterly Citizen Award to be presented September 8
- Discuss League of California Cities 2014 Annual Conference Resolution

7:00 PM

- Update from Inyo County District 2 Supervisor – (Jeff Griffiths)
- Planning and Building Bi-Annual Report (Feb/Aug) - Planning
- Contract with Stantec for ongoing SCADA support - Public Works.
- Motor for Well 2 - Public Works
- Award Information Technology Services Agreement - Public Works
- Adopt Record Retention Schedule - Administration

MONDAY – AUGUST 25, 2014 MEETINGS

4:00 PM

-

7:00 PM

- Chamber of Commerce & Visitors Bureau Update - (Tawni Thomson)
- County of Inyo Airport Presentation - County Administrative Officer Kevin Carunchio
- Waste Disposal Services (Ends 9/9/14)
- Purchase of Police Department Vehicle - Police
- Fiscal Year 2014-2015 Budget Amendment - Finance
- PRESENTATION – Recognition of City Administrator Keith Caldwell
- RESOLUTION - Resolution of Intention for City of Bishop Tourism Business Improvement District (TBID) - Administration

MONDAY – SEPTEMBER 8, 2014 MEETINGS

4:00 PM

- Discuss and set dates for Budget Hearings

7:00 PM

- Presentation of Quarterly Citizen Award
- Update from Inyo County District 2 Supervisor – (Jeff Griffiths)
- Miss City of Bishop and Miss Teen City of Bishop Quarterly Report
- Request to advertise for bids for Propane Provider (Ends 10/31/14)

MONDAY – SEPTEMBER 22, 2014 MEETINGS

4:00 PM

-

7/22/2014 5:06 PM

7:00 PM

- Chamber of Commerce & Visitors Bureau Update - (Tawni Thomson)
- Award Bid for Propane Provider

TUESDAY – OCTOBER 14, 2014 MEETINGS

4:00 PM

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7:00 PM

- Northern Inyo Hospital Quarterly Update – (Angie Aukee and/or Cheryl Underhill)
- Update from Inyo County District 2 Supervisor – (Jeff Griffiths)
- Award bid – Propane Provider (Effective 11/1/2014)

MONDAY – OCTOBER 27, 2014 MEETINGS

4:00 PM

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7:00 PM

- Chamber of Commerce & Visitors Bureau Update - (Tawni Thomson)

MONDAY – NOVEMBER 10, 2014 MEETINGS

4:00 PM

- Selection of Quarterly Citizen Award to be presented December 8

7:00 PM

- Update from Inyo County District 2 Supervisor – (Jeff Griffiths)
- Adoption of Preliminary 2015-2016 Budget - Finance
- State of the City 2013-2014 – Administration (K.Caldwell)

MONDAY – NOVEMBER 24, 2014 MEETINGS

4:00 PM

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7:00 PM

- Chamber of Commerce & Visitors Bureau Update - (Tawni Thomson)

MONDAY – DECEMBER 8, 2014 MEETINGS

4:00 PM

- CLOSED SESSION: PUBLIC EMPLOYEE PERFORMANCE EVALUATION -
Department Heads Bi-Annual Evaluations

7:00 PM

- Presentation of Quarterly Citizen Award
- Update from Inyo County District 2 Supervisor – (Jeff Griffiths)
- Miss City of Bishop and Miss Teen City of Bishop Quarterly Report
- Resolution declaring the results of the November 4, 2014 election for 2 Council Members
- Certificates of Election / Oath of Office
- **Reorganization – Selection of Mayor and Mayor Pro Tem – FOLLOWING 2014 ELECTION**

7/22/2014 5:06 PM

- Review of Mayoral Committee Appointments – FOLLOWING 2014 ELECTION

MONDAY – DECEMBER 22, 2014 MEETINGS

TYPICALLY CANCELLED

4:00 PM

-

7:00 PM

- Chamber of Commerce & Visitors Bureau Update - (Tawni Thomson)

MONDAY – JANUARY 12, 2015 MEETINGS

4:00 PM

-

7:00 PM

- Update from Inyo County District 2 Supervisor – (Jeff Griffiths)
- Northern Inyo Hospital Quarterly Update – (Angie Aukee and/or Cheryl Underhill)
- Set schedule for review and adoption of the 2013-2014 Proposition 4 Appropriations Limit - Finance.

MONDAY – JANUARY 26, 2015 MEETINGS

4:00 PM

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7:00 PM

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MONDAY – FEBRUARY 9, 2015 MEETINGS

4:00 PM

-

7:00 PM

- PUBLIC HEARING - Proposition 4
- Adopt the report prepared by the City Auditor relating to the City of Bishop's Proposition 4 Appropriations Limit for the 2013-2014 fiscal year - Finance.

MONDAY – FEBRUARY 23, 2015 MEETINGS

4:00 PM

-

7:00 PM

-

with R.O. Anderson, he wanted to hear from Council to confirm their commitment that they too support these collaborative efforts as does the ESCSD Board. After a short discussion, Council thanked City staff, ESCSD Board President Patchucki, and both Water and Sewer Commission Chair Peci and Vice-Chair Martin for attending and agreed that collaboration is now the way of the future.

2. Discuss Transaction and Use Tax (TUT)

City Administrator Caldwell reviewed with Council the initial discussions that took place months ago in regards to looking at a Transaction and Use Tax (TUT). These discussions were held during the Council Budget Workshops where Council was looking for ways to increase revenues and decrease expenditures for future City budgets. Discussions on working with the County of Inyo to possibly increase the current TUT were proposed. Inyo County Administrative Officer Carunchio presented Council with information on the TUT, which City Administrator Caldwell handed out to Council again for reference.

In April, the City and County Liaison Committee discussed a possible increase in the current TUT. At the Inyo County Board of Supervisors meeting held on June 24, 2014, City Administrator Caldwell proposed that the City work with the County on an initiative for the November 2014 election to increase TUT. The Board of Supervisors voted to not pursue an increase in TUT at this time.

City Administrator Caldwell and Jones & Mayer, Of Counsel, Peter E. Tracy reviewed with Council what it would take to bring forward an initiative to increase TUT on their own. They also reviewed the pros and cons of working on such an initiative with the County in the future.

After a lengthy discussion, Council agreed to not move forward on an initiative for the November 2014 elections for an increase in TUT.

Council thanked City staff for looking into this matter. City Administrator Caldwell advised that perhaps this matter could be looked at again in the future. This would give Council and City staff time to review and educate the community on why Council may feel this is something they may wish to pursue in the future. A short discussion ensued on the costs of the City's Defined Benefit Plan and other outstanding items that the City still needs to look at ways to address these types of costs.

3. 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.

CITY OF BISHOP
CITY COUNCIL MINUTES
JULY 14, 2014

- CALL TO ORDER Mayor Ellis called the meeting of the Bishop City Council to order at 7:02 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.
- INVOCATION The invocation was given by Councilmember Smith (Pastor Jake Evangelist was not in attendance) followed by the Pledge of Allegiance led by Mayor Pro Tem Gardner.
- COUNCIL PRESENT Councilmembers Laura Smith, David Stottlemyre, Keith Glidewell
Mayor Pro Tem Pat Gardner
Mayor Jim Ellis
- COUNCIL ABSENT None
- OTHERS PRESENT Keith Caldwell, City Administrator/Community Services Director
Robin Picken, Assistant City Clerk
Ryan Jones, City Attorney
Ray Seguire, Fire Chief
Danny Nolan, Police Sergeant
David Grah, Public Works Director/City Engineer
Gary Schley, Planning Director/Public Services Officer
Dan McElroy, Parks and Recreation Supervisor
Waylon Cleland, Recreation Supervisor
- PUBLIC COMMENT The Mayor announced the public comment period.
- High Sierra Energy Foundation Executive Director Rick Phelps presented Council with a letter and a "2014 Flex Alert Tool Kit" from Southern California Edison Vice President Marc L. Ulrich. With summer season upon us, the 2014 Flex Alert Took Kit is full of informational items to distribute to members in our community and to help encourage the people in our community to be prepared for summer heat waves and potential outages. The information provided in the tool kit will help people learn to manage their energy use during this season of high demand, as well as important safety precautions to take in the event of a power interruption or outage.
- Chamber member Chuck Kilpatrick provided an update to Council on the National High School Rodeo Finals being held in Rock Springs, Wyoming.

Both participants from Bishop, Kayla Inderbieten qualified for the Barrel Racing competition, and Torrie Johnston qualified for the Light Rifle Shooting competition. Mr. Kilpatrick thanked Council and the community for their continued support for these local athletes in their achievements in the National High School Rodeo.

No further public comments were provided.

**DEPARTMENT HEAD
REPORTS**

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

COUNTY OF INYO UPDATE

Second District Supervisor Jeff Griffiths provided an update on Inyo County business and activities.

Amongst several items that were reported, Supervisor Griffiths advised the Council of the work being done by the Bishop Airport Advisory Committee on the Bishop Airport. The County plans to give a presentation to Council at their regular meeting on August 25, 2014.

**NORTHERN INYO HOSPITAL
(NIH) QUARTERLY UPDATE**

NIH CEO Victoria Alexander-Lane provided an update on the hospital's current activities. Ms. Alexander-Lane reviewed the hospital's current budget changes and discussed her goals to bring healthcare costs down for our community. She has been in her current position with the hospital for three months and is determined to bring healthcare costs down and to continue to provide the best quality of care to our community.

**CONSENT CALENDAR
(1)
Motion/Glidewell**

A motion was made by Councilmember Glidewell to approve the Consent Calendar as presented. Motion passed 5-0.

Ayes: Councilmember Smith, Stottlemyre, Glidewell, Mayor Pro Tem Gardner, and Mayor Ellis

Noes: None

Abstain: None

Absent: None

FOR APPROVAL/FILING

- (a) Council Study Session - May 27, 2014
- (b) Council Meeting - May 27, 2014
- (c) Council Special Meeting - June 9, 2014
- (d) Council Meeting - June 9, 2014
- (e) Council Budget Workshop - June 13, 2014
- (f) Council Study Session - June 23, 2014

- (g) Council Meeting - June 23, 2014
- (h) Council Special Meeting - June 30, 2014
- (i) Personnel Status Change Report
- (j) Request to dispose of surplus and found property
- Public Works Department
- (k) Statement of Fund Transactions 7/1/13-6/30/14
- (l) Warrant Register - June 2014
- (m) Investment Portfolio - June 2014
- (n) Letter to League of California Cities endorsing
Scott Nassif for At-Large Director, League of
California Cities

FOR INFORMATION/FILING

- (o) Water and Sewer Commission Agenda - 7/8/14
- (p) Water and Sewer Commission Minutes - 3/11/14
- (q) Water Fund Monthly Balances 2013/2014
- (r) Sewer Fund Monthly Balances 2013/2014
- (s) Public Works Building Permits - June 2014
- (t) Fire Department Activity Log - June 2014
- (u) City of Bishop Fees and Charges Fiscal Year
2014-2015 Revised Exhibit "A"

PUBLIC HEARINGS/ACTION

PUBLIC HEARING -
PROPOSED ORDINANCE
RESPECTING SALARIES
FOR CITY
COUNCILMEMBERS
(2)

City Administrator Caldwell reviewed Council's past discussions on changing each Council member's salaries from \$300 per month to \$550 per month to be effective after the November 2014 elections. Council's salaries have not been changed since 1989.

Mayor Ellis opened the public hearing to hear and consider public input on the proposed ordinance respecting salaries for City Councilmembers.

No public comments were provided.

Motion/Stottlemyre

Councilmember Stottlemyre made a motion to close the public hearing. Motion passed 5-0.

Ayes: Councilmember Smith, Stottlemyre, Glidewell,
Mayor Pro Tem Gardner, and Mayor Ellis
Noes: None
Abstain: None
Absent: None

PROPOSED ORDINANCE
RESPECTING SALARIES
FOR CITY
COUNCILMEMBERS
FIRST READING/
INTRODUCTION
(3)

Following the public hearing, Council reviewed the proposed ordinance.

Councilmember Stottlemyre made a motion to approve the first reading/introduction of the proposed ordinance by title only, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF

Motion/Stottlemyre

CALIFORNIA, RESPECTING SALARIES FOR CITY COUNCILMEMBERS." Motion passed 5-0.

Ayes: Councilmember Smith, Stottlemyre, Glidewell, Mayor Pro Tem Gardner, and Mayor Ellis

Noes: None

Abstain: None

Absent: None

NEW BUSINESS

PLANNING COMMISSION
(4)

Motion/Smith

A motion was made by Councilmember Smith to reappoint Shane Huntley to the Planning Commission for a four-year term ending July 10, 2018. Motion passed 5-0.

Ayes: Councilmember Smith, Stottlemyre, Glidewell, Mayor Pro Tem Gardner, and Mayor Ellis

Noes: None

Abstain: None

Absent: None

RESOLUTION -
ACCEPTING AN EASEMENT
GRANT DEED FROM THE
AUTOMOBILE CLUB OF
SOUTHERN CALIFORNIA
(5)

Motion/Smith

A motion was made by Councilmember Smith to approve the proposed resolution by title only, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, ACCEPTING AN EASEMENT GRANT DEED FROM THE AUTOMOBILE CLUB OF SOUTHERN CALIFORNIA, GOVERNMENT CODE SECTION 27281." Motion passed 5-0.

Ayes: Councilmember Smith, Stottlemyre, Glidewell, Mayor Pro Tem Gardner, and Mayor Ellis

Noes: None

Abstain: None

Absent: None

PURCHASE OF PUBLIC
WORKS PICK-UP TRUCK
(6)

Motion/Glidewell

A motion was made by Councilmember Glidewell to approve the purchase of a pick-up truck from Bishop Ford based on their bid. Motion passed 5-0.

Ayes: Councilmember Smith, Stottlemyre, Glidewell, Mayor Pro Tem Gardner, and Mayor Ellis

Noes: None

Abstain: None

Absent: None

CITY ADMINISTRATOR/CITY
CLERK EMPLOYMENT
AGREEMENT

(7)

Item pulled; No action taken

City Attorney Jones announced that no action will be taken on this item. This item was removed.

COUNCIL REPORTS

Council Members reported on committee meetings and announced upcoming community events.

ADJOURNMENT

The Mayor adjourned the meeting at 8:25 p.m. to the Study Session scheduled for Monday, July 28, 2014 at 4:00 p.m. in the City Council Chambers.

JIM ELLIS, MAYOR

Attest: Keith Caldwell, City Clerk

By: _____
Robin Picken, Assistant City Clerk

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CITY OF BISHOP
CITY COUNCIL MINUTES
SPECIAL MEETING
JULY 22, 2014

- CALL TO ORDER Mayor Ellis called the meeting of the Bishop City Council Special Meeting to order at 5:30 p.m. in the Executive Conference Room 377 West Line Street, Bishop, California.
- COUNCIL PRESENT Councilmembers Laura Smith, David Stottlemyre, Keith Glidewell
Mayor Pro Tem Pat Gardner
Mayor Jim Ellis
- COUNCIL ABSENT None
- OTHERS PRESENT Keith Caldwell, City Administrator/Community Services Director
Robin Picken, Assistant City Clerk
Ryan Jones, City Attorney
Peter E. Tracy, Esq., Jones & Mayer, Of Counsel
- PUBLIC COMMENT Mayor Ellis announced the public comment period.

Local reporter Charles James wished the Council well in their continued deliberations and looks forward to hearing their decision on a new City Administrator. No further public comments were provided.
- CLOSED SESSION Closed Session began at 5:32 p.m. Council reconvened at 6:35 p.m.

Report on Closed Session:
- PUBLIC EMPLOYMENT pursuant to Government Code § 54957 -
Title: City Administrator
(1) No action was taken.
- ADJOURNMENT Mayor Ellis adjourned the meeting at 6:35 p.m. to the City Council Study Session scheduled for Monday, July 28, 2014 at 4:00 p.m. in the City Council Chambers.

JIM ELLIS, MAYOR

Attest: Keith Caldwell, City Clerk

By: _____
Robin Picken, Assistant City Clerk

AGREEMENT FOR THE PROVISION OF PROGRAM SERVICES:
CITY OF BISHOP, CALIFORNIA, COMMUNITY SERVICES DEPARTMENT/ INYO COUNTY
SUPERINTENDENT OF SCHOOLS

AFTER SCHOOL PROGRAM

This agreement is entered into by and between THE CITY OF BISHOP, CALIFORNIA, a body corporate and politic and a political subdivision of the State of California (hereinafter referred to as "City of Bishop"), acting by and between the Community Services Department, and the INYO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "County Superintendent"):

WHEREAS, the County Superintendent desires to engage the City of Bishop to provide a well-developed after-school program including instructional classes and team development at Bishop Elementary School; and

WHEREAS, City of Bishop has the proven expertise and training to render such programming and services; and

WHEREAS, the facility is owned and operated by the County Superintendent;

WHEREAS, Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California pertaining to the joint exercise of powers authorizes the parties by agreement to jointly exercise certain powers common to the parties; and

WHEREAS, the join usage of facilities provides better utilization of school buildings, athletic facilities, parks and other recreation areas;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereby agree as follows:

- I. Grant and Description of Premises. The County Superintendent grants to and the City of Bishop accepts from the County Superintendent the exclusive privilege of training staff to provide services for an after-school program as described below at the County Superintendent facilities, owned by the County Superintendent.
- II. Use of Premises. City of Bishop shall use County Superintendent property to conduct after-school programming. City of Bishop shall not use or permit County Superintendent facilities to be used by City of Bishop for any other purpose without obtaining the prior written consent of the County Superintendent.
- III. Services to be Provided. City of Bishop shall provide training and programming instruction, which includes all program specific : (a) group lessons; (b) classroom instruction; and (c) recreational instruction;

- IV. No Employment Contract. – Nothing in this contract shall be construed to create an employment relationship between the County Superintendent, its agents and employees, and City of Bishop, its agents and employees. It is the intent of the parties that City of Bishop shall be an independent contractor hereunder. Neither party have any authority to bind the other in any respect except as specifically provided for herein.
- V. Responsibilities of the City of Bishop-
- A. General – City of Bishop, in conjunction with, County Superintendent shall develop, organize, instruct, promote and administer programming for designated ages and ability levels. All services required under this Agreement shall be performed by the City of Bishop Community Services Department, its employees, interns, and agents
- B. Hours of Operation. City of Bishop shall schedule all programs and activities during after-school hours on scheduled school days beginning August 2014 and ending May 2015 unless prior written agreement is made between the County Superintendent and City of Bishop. The City of Bishop agrees not to schedule any activities during any days, including holidays, other than designated time slots. The City agrees to maintain the inside portion of the building, adjacent lawn, sidewalks, and front east side strip of designated outdoor school age art and water area (known as licensed facility “front playground”) to current standards. The parties acknowledge that there may be times during the term of this Agreement where scheduling conflicts will occur in County Superintendent school programming and City of Bishop after-school programming, and the parties agree that these conflicts will be discussed and worked out to the best interest of both programs if possible.
- C. Nondiscrimination. City of Bishop shall not discriminate against any program participant, because of race, color, creed, sex, age, or national origin by refusing to furnish such person any service or privilege offered to or enjoyed by other after-school participants. Neither party shall publicize the services provided under this Agreement in any manner that would directly or by inference reflect on the acceptability of any person in the after-school program, based on race, color, creed, sex, age, or national origin.
- D. Indemnification - Each party will at all times protect, indemnify and defend the other party against any and all loss, cost, damage, or expense arising from any accident or other occurrence to persons or property on or about the premises belonging to the other party occurring while it has control of the premises; provided, however, this provision shall not apply to injury arising by reason of defective or dangerous condition was caused or allowed to exist or continue by an act or omission of the owning party.
- Insofar as it is legally authorized, the County Superintendent shall hold free and harmless, indemnify the City of Bishop, its employees, officers, and agents while acting as such, from all claims, loss, damages, costs, expenses, or liability, which may arise by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of defective or dangerous conditions of any grounds, sites, buildings, equipment, play areas, recreational facilities or other improvements located on the premises owned and maintained by County Superintendent, or participation in any activity carried out or sponsored by the County Superintendent and further, the County Superintendent shall be responsible for any and all damages to property caused as a direct result of any school activity being conducted on said premises by the County Superintendent.
- However, the County Superintendent shall not indemnify the City of Bishop where City of Bishop’s “sole and exclusive negligence” or willful misconduct is the cause of any claim, demand,

cause of action, damage, cost, expense, property damage, bodily injury, personal injury, contract dispute, penalty, loss or liability.

Insofar as it is legally authorized, the City of Bishop shall hold free and harmless, indemnify the County Superintendent, its employees, officers, and agents while acting as such, from all claims, loss, damages, costs, expenses, or liability, which may arise by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of defective or dangerous conditions of any grounds, sites, buildings, equipment, play areas, recreational facilities or other improvements located on the premises owned and maintained by City of Bishop, or participation in any activity carried out or sponsored by the City of Bishop and further, the City of Bishop shall be responsible for any and all damages to property caused as a direct result of any school activity being conducted on said premises by the City of Bishop. However, the City of Bishop shall not indemnify the County Superintendent where County Superintendent's "sole and exclusive negligence" or willful misconduct is the cause of any claim, demand, cause of action, damage, cost, expense, property damage, bodily injury, personal injury, contract dispute, penalty, loss or liability.

- E. Insurance - The County Superintendent and the City of Bishop shall carry adequate property damage and public liability insurance to cover the activities set forth in this Agreement. Each party shall furnish the other party with a copy of its public liability insurance policy, naming the other as an additional insured. For the purposes of this Agreement, either party may furnish insurance through the joint powers insurance authority.
- F. Publicity - The County Superintendent agrees that all program advertisement, publications, and public notices will list the Bishop Unified School District, the County Superintendent of Schools and the City of Bishop Community Services Department as the primary program sponsors.
- G. Scheduling of School District Facilities – City of Bishop agrees that all use of ICSOS facilities, specifically the Child Development buildings, will be scheduled through the Inyo County Superintendent of Schools, Child Development Division at 166 Grandview or by calling (760) 873-5123.
- H. Programming – City of Bishop will provide physical fitness and nutritional instruction to the County Superintendent after-school program participants, as described in Paragraph III.

VI. Responsibilities of the County Superintendent-

- A. Publicity - Any publicity shall be submitted to City of Bishop Community Services Department for pre-approval. City of Bishop will maintain editorial privileges in all publications to lengthen or shorten information as needed.
- B. Equipment. The Inyo County Superintendent of Schools Child Development Division will furnish the City of Bishop with the use of a building and the use of outdoor play space designated as the licensed "front playground" to provide services for not more than 25 school-age child at one time for its Community Services after-school program/homework club. The adjacent outdoor play areas are designated licensed "middle" and "back" playgrounds specifically designed for younger age children and not appropriate for school-age children. The staff and the City of Bishop Community Services Department will be informed to these limitations.

VII. Termination – Either party may terminate this agreement with (30) days written notice to the other party.

VIII. Proprietary Materials – City of Bishop is the owner of all programming and instructional material created by City of Bishop as a means of fulfilling the terms of this Agreement. All such creations, including but not limited to, brochures and other promotional materials, lesson plans, videos, program

development materials and electronic media, are the sole and exclusive property and responsibility of the City of Bishop. The County Superintendent does hereby disclaim any right, title, responsibility, and/or interest in any such material.

- IX. Governing Law. - This agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of California.
- X. Arbitration- It is agreed that any dispute or difference that arises hereunder between the County Superintendent and the City of Bishop shall be arbitrated and settled by the Inyo County Superintendent of Schools and the City Administrator, with the understanding that the County Superintendent has responsibility of all Inyo County Superintendent of School property and facilities and the City of Bishop has responsibility of all City of Bishop Property. Unless, otherwise noted in this agreement.
- XI. Entire Agreement - This agreement contains the entire understanding of the parties and supersedes all previous verbal and written Agreements. No other agreement, statement or promise not contained herein relating to the subject matter of this Agreement shall be valid or binding.
- XII. Notice- Any notice required under this Agreement shall be sent to: Terry McAteer, Inyo County Superintendent of Schools, 166 Grandview Drive, Bishop, California, 93514 and to Keith Caldwell, City of Bishop Community Services Department, 377 W. Line Street, Bishop, California 93514.

IN WITNESS WHEREOF, the parties have executed this Agreement and set their seals hereinbelow.

City of Bishop, California

By: _____ Date _____
Keith Caldwell, Community Services Director
City of Bishop

Attest: _____ Date _____
Karey Poole, Administrative Secretary
Community Services Department

Inyo County Superintendent of Schools

By: _____ Date _____
Terry McAteer,
Inyo County Superintendent of Schools

Attest: _____ Date _____
Name - Secretary,
Office of the Superintendent of School

AGREEMENT FOR THE PROVISION OF PROGRAM SERVICES:
CITY OF BISHOP, CALIFORNIA, COMMUNITY SERVICES DEPARTMENT/ BISHOP UNIFIED
SCHOOL DISTRICT

AFTER SCHOOL PROGRAM

This agreement is entered into by and between THE CITY OF BISHOP, CALIFORNIA, a body corporate and politic and a political subdivision of the State of California (hereinafter referred to as "City of Bishop"), acting by and through the Community Services Department, and the BISHOP UNIFIED SCHOOL DISTRICT (hereinafter referred to as "School District"):

WHEREAS, the School District desires to engage the City of Bishop to provide a well-developed after-school program including instructional classes and team development at Bishop Elementary School; and

WHEREAS, City of Bishop has the proven expertise and training to render such programming and services; and

WHEREAS, Bishop Elementary School is owned and operated by the School District;

WHEREAS, Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California pertaining to the joint exercise of powers authorizes the parties by agreement to jointly exercise certain powers common to the parties; and

WHEREAS, the join usage of facilities provides better utilization of school buildings, athletic facilities, parks and other recreation areas;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereby agree as follows:

- I. Grant and Description of Premises. The School District grants to and the City of Bishop accepts from the School District the exclusive privilege of training staff to provide services for an after-school program as described below at the School District facilities, owned by the School District.
- II. Use of Premises. City of Bishop shall use School District property to conduct after-school programming. City of Bishop shall not use or permit School District facilities to be used by City of Bishop for any other purpose without obtaining the prior written consent of the School District.
- III. Services to be Provided. City of Bishop shall provide training and programming instruction, which includes all program specific : (a) group lessons; (b) classroom instruction; and (c) recreational instruction;

- IV. No Employment Contract. – Nothing in this contract shall be construed to create an employment relationship between the School District, its agents and employees, and City of Bishop, its agents and employees. It is the intent of the parties that City of Bishop shall be an independent contractor hereunder. Neither party have any authority to bind the other in any respect except as specifically provided for herein.
- V. Responsibilities of City of Bishop -
- A. General – City of Bishop, in conjunction with, School District shall develop, organize, instruct, promote and administer programming for designated ages and ability levels. All services required under this Agreement shall be performed by the City of Bishop Community Services Department, its employees, interns, and agents
- B. Hours of Operation. City of Bishop shall schedule all programs and activities during after-school hours on scheduled school days beginning August 2014 and ending May 2015 unless prior written agreement is made between the School District and City of Bishop. The City of Bishop agrees not to schedule any activities during any days, including holidays, other than designated time slots. The parties acknowledge that there may be times during the term of this Agreement where scheduling conflicts will occur in School District school programming and City of Bishop after-school programming, and the parties agree that these conflicts will be discussed and worked out to the best interest of both programs if possible.
- C. Nondiscrimination. City of Bishop shall not discriminate against any program participant, because of race, color, creed, sex, age, or national origin by refusing to furnish such person any service or privilege offered to or enjoyed by other after-school participants. Neither party shall publicize the services provided under this Agreement in any manner that would directly or by inference reflect on the acceptability of any person in the after-school program, based on race, color, creed, sex, age, or national origin.
- D. Indemnification - Each party will at all times protect, indemnify and defend the other party against any and all loss, cost, damage, or expense arising from any accident or other occurrence to persons or property on or about the premises belonging to the other party occurring while it has control of the premises; provided, however, this provision shall not apply to injury arising by reason of defective or dangerous condition was caused or allowed to exist or continue by an act or omission of the owning party.
- Insofar as it is legally authorized, the School District shall hold free and harmless, indemnify the City of Bishop, its employees, officers, and agents while acting as such, from all claims, loss, damages, costs, expenses, or liability, which may arise by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of defective or dangerous conditions of any grounds, sites, buildings, equipment, play areas, recreational facilities or other improvements located on the premises owned and maintained by School District, or participation in any activity carried out or sponsored by the School District and further, the School District shall be responsible for any and all damages to property caused as a direct result of any school activity being conducted on said premises by the School District. However, the School District shall not indemnify the City of Bishop where City of Bishop's "sole and exclusive negligence" or willful misconduct is the cause of any claim, demand, cause of action, damage, cost, expense, property damage, bodily injury, personal injury, contract dispute, penalty, loss or liability.
- Insofar as it is legally authorized, the City of Bishop shall hold free and harmless, indemnify the School District, its employees, officers, and agents while acting as such, from all claims, loss, damages, costs, expenses, or liability, which may arise by reason of liability imposed by law

because of injury to property or injury to or death of persons, received or suffered by reason of defective or dangerous conditions of any grounds, sites, buildings, equipment, play areas, recreational facilities or other improvements located on the premises owned and maintained by City of Bishop, or participation in any activity carried out or sponsored by the City of Bishop and further, the City of Bishop shall be responsible for any and all damages to property caused as a direct result of any school activity being conducted on said premises by the City of Bishop. However, the City of Bishop shall not indemnify the School District where School District's "sole and exclusive negligence" or willful misconduct is the cause of any claim, demand, cause of action, damage, cost, expense, property damage, bodily injury, personal injury, contract dispute, penalty, loss or liability.

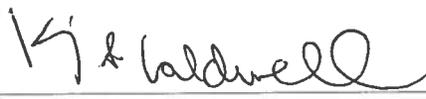
- E. Insurance - The School District and the City of Bishop shall carry adequate property damage and public liability insurance to cover the activities set forth in this Agreement. Each party shall furnish the other party with a copy of its public liability insurance policy, naming the other as an additional insured. For the purposes of this Agreement, either party may furnish insurance through the joint powers insurance authority.
 - F. Publicity - The School District agrees that all program advertisement, publications, and public notices will list the Bishop Unified School District and the City of Bishop Community Services Department as the primary program sponsors.
 - G. Scheduling of School District Facilities - City of Bishop agrees that all use of School District facilities will be scheduled through the school principal/superintendent or his/her designee.
 - H. Programming - City of Bishop will provide physical fitness and nutritional instruction to the School District after-school program participants, as described in Paragraph III.
- VI. Responsibilities of the School District -
- A. Publicity - Any publicity shall be submitted to City of Bishop Community Services Department for pre-approval. City of Bishop will maintain editorial privileges in all publications to lengthen or shorten information as needed.
 - B. Equipment. The School District will furnish the City of Bishop with equipment which includes: basic articles deemed necessary to the conduct of the program and mutually agreed upon by the School District and the City of Bishop Community Services Director or his/her lawful designee.
- VII. Termination -- Either party may terminate this agreement with (30) days written notice to the other party.
- VIII. Proprietary Materials - City of Bishop is the owner of all programming and instructional material created by City of Bishop as a means of fulfilling the terms of this Agreement. All such creations, including but not limited to, brochures and other promotional materials, lesson plans, videos, program development materials and electronic media, are the sole and exclusive property and responsibility of the City of Bishop. The School District does hereby disclaim any right, title, responsibility, and/or interest in any such material.
- IX. Governing Law. - This agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of California.
- X. Arbitration- It is agreed that any dispute or difference that arises hereunder between the School District and the City of Bishop shall be arbitrated and settled by the District Superintendent of Schools and the

City Administrator, with the understanding that the School District has responsibility of all School District property and facilities and the City of Bishop has responsibility of all City of Bishop Property. Unless, otherwise noted in this agreement.

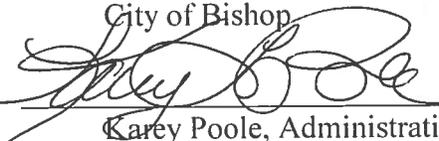
- XI. Entire Agreement - This agreement contains the entire understanding of the parties and supersedes all previous verbal and written Agreements. No other agreement, statement or promise not contained herein relating to the subject matter of this Agreement shall be valid or binding.
- XII. Notice- Any notice required under this Agreement shall be sent to: Barry Simpson, Bishop Unified School District, 800 W. Elm Street, Bishop, California, 93514 and to Keith Caldwell, City of Bishop Community Services Department, 377 W. Line Street, Bishop, California 93514.

IN WITNESS WHEREOF, the parties have executed this Agreement and set their seals hereinbelow.

City of Bishop, California

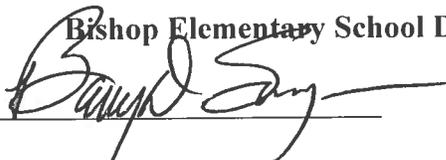
By: 
Keith Caldwell, Community Services Director
City of Bishop

Date 7/10/2014

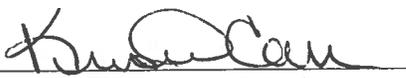
Attest: 
Karey Poole, Administrative Secretary
Community Services Department

Date 7/10/2014

Bishop Elementary School District

By: 
Barry Simpson, Superintendent
Bishop Unified School District

Date 7/10/14

Attest: 
Kristin Carr, Admin. Asst.
Bishop Unified School District

Date 7/10/14

AFTER SCHOOL PROGRAM LEADER PART TIME

DEFINITION

The After School Program Leader will provide activities and assistance for groups of 20-25 elementary school students in homework, fitness, nutrition, literacy, science and special events/family activities by selecting a variety of age-appropriate activities at a school site.

The City of Bishop after school program helps children throughout the Bishop Region gain knowledge, expand their universe outside neighborhood boundaries, provide opportunities to grow and flourish, build and develop trust and create and fulfill dreams. With this in mind, the program promotes youth development and builds on individual student assets. Positive youth development promotes social and emotional growth and greater attachment to school which, in turn, translates into enhanced learning opportunities during the regular school day.

The City of Bishop After School program includes the following three components: homework and tutoring assistance, literacy, and enrichment/recreation. The After School program also includes a snack program.

DUTIES MAY ALSO INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

Typical duties may include some or all of the following: planning, implementing, leading and directing lessons and activities such as games, art, music, drama, tutoring, and other educational, socialization and recreational experiences; assigning, scheduling, training and leading staff and volunteers; driving a personal vehicle for City business; coordinating, and chaperoning field trips and special visits; ensuring compliance with departmental policies, grant opportunities, and safety procedures; answering questions and handling complaints from participants and the general public over the telephone and in person; report preparation and basic office administrative duties; overseeing and performing facility and equipment set-up, take-down, and housekeeping; opening and closing facilities.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the after school program site coordinator, Community Services Department/ Recreation Supervisor

EXAMPLES OF DUTIES

- Plan, organize and implement age/grade appropriate recreation site activities for elementary school children in after school programs
- As needed, to select a variety of activities appropriate to children of various age groups.
- Review program plans with Site Coordinator, Recreation Supervisor/ Community Services Department for effective program implementation.
- Participate in and evaluate the effectiveness of activities and events
- Instruct children in the safe and proper use of materials and supplies
- Supervision of children in a 1:14 adult to child ratio
- Observe children on a daily basis to detect health problems or special needs
- Assist with developing discipline techniques and classroom management.
- Compile simple written records related to assigned programs or facility.
- Participate in cleaning and maintaining facilities and equipment
- Provide quality interaction with parents, teachers, school staff, and community services staff.
- Ensure measurable improvement in children's fitness and social performance.
- Prepare a weekly lesson plan outlining planned activities.
- Participate in weekly site staff meetings and on-going training opportunities.
- Perform related duties as assigned.

QUALIFICATIONS

Experience and Training Guidelines

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

Experience: Three (3) years of work experience in a leadership capacity related to the program area is required. Related experience may be in recreation, sports, youth oriented programs, or in a classroom environment.

License or Certificate: Requires the possession of a valid California Class C drivers license and a satisfactory driving record as a condition of initial and continued employment.

Possession of, or ability to obtain CPR and First Aid certificates is required within 30 days of hire.

School age fitness-oriented programs, sports and nutrition curriculum, enrichment and activities, preferred.

Demonstrated knowledge of, and the ability to assist instruct.

Ability to:

- Pass a language and math competency test.
- Read, write and speak the English language at a level necessary for efficient job performance.
- Work with diverse ethnic, gender, age and cultural groups.
- Organize and direct a variety of activities for groups of elementary school children.
- Maintain patience while working with children.
- Establish and maintain cooperative relationships with those contacted in the course of work.
- Receive fingerprint clearance from the City of Bishop Police Department.
- Maintain records, summarize written material and interpret a variety of documents.
- Provide information and organize material in compliance with laws, regulations and policies.
- Communicate clearly and concisely, both orally and in writing.
- Ability to cross train if required.
- Operate a computer terminal.

- Effectively operate a PC and common software programs related to office procedures.

Physical and Sensory Requirements:

Work requires sitting and standing; working both indoors and outside with exposure to heat, sunburn, weather, odors, dust and pollen; select positions may require moderate lifting up to 50 lbs.; carrying, bending, reaching, twisting, stooping, pulling and pushing up to 75 lbs.

AFTER SCHOOL PROGRAM SITE COORDINATOR PART-TIME

DEFINITION

The After School Program Site Coordinator will work with and oversee Program leaders and staff to provide activities and assistance for groups of 20-25 elementary school students in homework, fitness, nutrition, literacy, science and special events/family activities by selecting a variety of age-appropriate activities at a school site.

The City of Bishop After School Program helps children throughout the Bishop Region gain knowledge, expand their universe outside neighborhood boundaries, provide opportunities to grow and flourish, build and develop trust and create and fulfill dreams. With this in mind, the program promotes youth development and builds on individual student assets. Positive youth development promotes social and emotional growth and greater attachment to school which, in turn, translates into enhanced learning opportunities during the regular school day.

The City of Bishop After School Program includes the following three components: homework and tutoring assistance, literacy, and enrichment/recreation. The After School program also includes a snack program.

A Program Site Coordinator plans, implements and directs activities geared for children. The position schedules and coordinates field trips and special visits; leads children in a variety of activities such as games, art, music, homework time, drama, and snacks. Typical duties include assisting with staff selection, training, and mentoring the work of staff and volunteers in an enrichment setting; communicating with parents and children; overseeing facility maintenance; preparing and presenting written and verbal reports as required; and attending staff meetings.

DUTIES MAY ALSO INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

Typical duties may include some or all of the following: planning, implementing, leading and directing lessons and activities such as games, art, music, drama, tutoring, and other educational, socialization and recreational experiences; assigning, scheduling, training and leading staff and volunteers; driving a personal vehicle for City business; scheduling, coordinating, and chaperoning field trips and special visits; ensuring compliance with departmental policies, grant opportunities, and safety procedures; answering questions and handling complaints from participants and the general public over the telephone and in person; purchasing and distributing equipment, materials and supplies; overseeing and participating in cash handling, recordkeeping, report preparation and basic office administrative duties; overseeing

and performing facility and equipment set-up, take-down, and housekeeping; opening and closing facilities.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Community Services Department/ Recreation Supervisor

May exercise functional or technical supervision over program staff.

EXAMPLES OF DUTIES

- Plan, organize and implement age/grade appropriate recreation site activities for elementary school children in after school programs
- As needed, to select a variety of activities appropriate to children of various age groups.
- Review program plans with Recreation Supervisor/ Community Services Department for effective program implementation.
- Participate in and evaluate the effectiveness of activities and events
- Instruct children in the safe and proper use of materials and supplies
- Supervision of children in a 1:14 adult to child ratio
- Observe children on a daily basis to detect health problems or special needs
- Assist with developing discipline techniques and classroom management.
- Compile simple written records related to assigned programs or facility.
- Participate in cleaning and maintaining facilities and equipment
- Provide quality interaction with parents, teachers, school staff, and community services staff.
- Ensure measurable improvement in children's fitness and social performance.
- Prepare a weekly lesson plan outlining planned activities.
- Participate in weekly site staff meetings and on-going training opportunities.
- Perform related duties as assigned.

QUALIFICATIONS

Experience and Training Guidelines

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

Experience: Three (3) years of work experience in a leadership capacity related to the program area is required. Related experience may be in recreation, sports, youth oriented programs, or in a classroom environment.

License or Certificate: Requires the possession of a valid California Class C drivers license and a satisfactory driving record as a condition of initial and continued employment.

Possession of, or ability to obtain CPR and First Aid certificates is required within 30 days of hire.

School age fitness-oriented programs, sports and nutrition curriculum, enrichment and activities, preferred.

Demonstrated knowledge of, and the ability to assist instruct.

Ability to:

- Read, write and speak the English language at a level necessary for efficient job performance.
- Work with diverse ethnic, gender, age and cultural groups.
- Organize and direct a variety of activities for groups of elementary school children.
- Maintain patience while working with children.
- Establish and maintain cooperative relationships with those contacted in the course of work.
- Receive fingerprint clearance from the City of Bishop Police Department.
- Maintain complex records, summarize written material and interpret a variety of documents.
- Provide information and organize material in compliance with laws, regulations and policies.

- Respond to inquiries complaints and requests from the public.
- Communicate clearly and concisely, both orally and in writing.
- Ability to cross train if required.
- Operate a computer terminal.
- Effectively operate a PC and common software programs related to office procedures and accounting.

Physical and Sensory Requirements:

Work requires sitting and standing; working both indoors and outside with exposure to heat, sunburn, weather, odors, dust and pollen; select positions may require moderate lifting up to 50 lbs.; carrying, bending, reaching, twisting, stooping, pulling and pushing up to 75 lbs.

CITY OF BISHOP
PART-TIME EMPLOYEES WAGE SCALE
July 1, 2014 – June 30, 2015

1h

FINANCE DEPARTMENT

Position	Step	Hourly	Step Adjustments
Office Assistant	I	\$13.25	After 6 months from hire date After 1 yr 6 mos. from hire date
	II	14.25	
	III	15.25	

FIRE DEPARTMENT

Position	Step	Hourly	Monthly	Statutory
Assistant Fire Chief			\$1,300.00	
Mechanic	I	\$10.00		
	II	200 hrs/start date 12.00		
	III	200 hrs/start date 14.00		
Fire Inspector		\$12.00		
Volunteer Firefighters				Per call \$19.00

COMMUNITY SERVICES DEPARTMENT

Position	Step	Hourly	Step Adjustments
Facility Maintenance Worker	I	\$11.00	Step increases will be considered every 500 hours of employment in that position.
	II	12.00	
	III	13.00	
Park Helper	I	\$11.00	Step increases will be considered every 500 hours of employment in that position.
	II	12.00	
	III	13.00	
Effective 1/1/11			

COMMUNITY SERVICES DEPARTMENT – PARK

Position	Step	Hourly	Step Adjustments
Aquatics Coordinator	I	\$13.50	
	II	14.50	
	III	15.50	
Pool Manager (Senior Guard)	I	\$12.00	Step increases will be considered for each additional season worked.
	II	13.00	
	III	14.00	
Water Safety Instructor (WSI)	I	\$11.00	
	II	12.00	
	III	13.00	
Lifeguard	I	\$9.00	
	II	10.00	
	III	11.00	
Athletic Coordinator	I	\$12.00	Seasonal steps
	II	13.00	
	III	14.00	
Sports Official		Sports Officials	Per Game \$25.00
		Basketball Officials	Per Game \$30.00
		Softball Officials	Per Game \$30.00
Assistant Sports Official			Per Game \$10.00
Certified Instructor			Per Session \$25.00
Program Coordinator	I	\$11.00	Step increases will be considered for each additional season worked.
	II	12.00	
	III	13.00	
Activity Director	I	\$9.00	Step increases will be considered for each additional season worked.
	II	9.50	

COMMUNITY SERVICES DEPARTMENT - AFTER SCHOOL PROGRAM

Position	Step	Hourly	Step Adjustments
After School Program Leader	I	\$13.50	Step increases occur annually with one year in between each step based on successful employee evaluations.
	II	14.50	
	III	15.50	
After School Program Site Coordinator	I	\$16.50	Step increases occur annually with one year in between each step based on successful employee evaluations.
	II	17.50	
	III	18.50	

POLICE DEPARTMENT

Position	Step	Hourly	Step Adjustments
Office Assistant	I	\$13.25	After 6 months from hire date After 1 yr 6 mos. from hire date
	II	14.25	
	III	15.25	
Parking Enforcement Officer	I	\$13.25	After 6 months from hire date After 1 yr 6 mos. from hire date
	II	14.25	
	III	15.25	
Reserve	Level III	\$13.25	
	Level II	14.25	
	Level I	35.00	
Reserve Specialist		20.00	
Crossing Guard		10.00	
Relief Communications Operator	I	\$13.25	After 6 months from hire date After 1 yr 6 mos. from hire date
	II	14.25	
	III	15.25	
Police Cadet	I	\$9.00	
Facility Maintenance Worker	I	\$11.00	Step increases will be considered every 500 hours of employment in that position.
	II	12.00	
	III	13.00	
Facility Maintenance Worker II		\$15.25	

PUBLIC WORKS DEPARTMENT

Position	Step	Hourly	Step Adjustments
Office Assistant	I	\$13.25	After 6 months from hire date After 1 yr 6 mos. from hire date
	II	14.25	
	III	15.25	
Drafter	I	\$20.00	After 200 hours from hire date After 400 hours from hire date
	II	21.00	
	III	22.00	
Engineer		\$35.00	
Assistant Engineer		\$30.00	
Maintenance Worker		\$15.25	
Public Works Intern		\$13.25	

RETIRED ANNUITANT

Position	Hourly
Retired Annuitant	A retired annuitant may work during an emergency to prevent stoppage of public business or because the annuitant has specialized skills needed in performing work of limited duration. The wage will be the hourly rate at time of retirement but not less than the minimum nor exceed that paid to other employees performing comparable duties.

PRESS RELEASE

**City of Bishop
Park and Recreation Commission
July 8, 2014**

City of Bishop Park and Recreation Commission has cancelled their July 09,2014 meeting due to lack a quorum. Their next meeting has been scheduled for August 27, 2014 at 5:15 p.m. at the City Council Chambers, 301 West Line Street, Bishop, CA.

1j

**City of Bishop
Planning Commission**

There will be no Planning Commission Meeting

July 29, 2014

The next regularly scheduled meeting will be

August 26, 2014

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

AGENDA

CITY OF BISHOP
PARKS AND RECREATION
COMMISSION MEETING

Wednesday, June 4, 2014 at 5:15 p.m.
City Council Chambers, 301 W. Line St., Bishop, CA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF MINUTES

The Minutes of April 23, 2014, Parks and Recreation
Commission Meeting

PUBLIC COMMENT

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

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.

CORRESPONDENCE

OLD BUSINESS

- 1. Pine to Park Path update
- 2. Field 6 update
- 3. Master Plan- Park area planning

NEW BUSINESS

STAFF REPORT

- 1. Facilities Update
- 2. Programs Update

NEW BUSINESS
ITEMS FROM THE
COMMISSION

ADJOURNMENT

Meeting is scheduled to adjourn until Wednesday July 9, 2014 at
12:00 at the City Park, 700 N. Main Street, Bishop, Ca.

CITY OF BISHOP

Parks and Recreation Commission Minutes

April 23, 2014

CALL TO ORDER: The Parks and Recreation Commission met on April 23, 2014 the meeting was called to order at 5:15 pm at the City Park, 301 W. Line St, Bishop, Ca.

PLEDGE OF ALLEGIANCE

COMMISSIONERS Kellie Hallenbeck John Weatherford, Thom Batchelder, Lee Cox, and Cheryl Underhill

COMMISSIONERS ABSENT:

OTHERS PRESENT: Keith Caldwell, City Administrator/Community Services Director, Karey Poole, Recording Secretary, Dan McElroy, Parks Supervisor, and Waylon Cleland, Recreation Supervisor

APPROVAL OF MINUTES: Motion made by Commissioner Cox to approve the minutes for March 19, 2014, second by Commissioner Weatherford, approved unanimously.

PUBLIC COMMENT:

CORRESPONDENCE: None

OLD BUSINESS: **Update Pine to Park Path –** Waylon shared that there were two bids for the Pine to Park Path project. The winning bid is for V&C Construction with work scheduled to begin no sooner than May 27th in light of the Mule Days Holiday weekend.

Update on Community Center/ Master Plan revisions – Per the Commission request to be able to work the map like a puzzle and have moving pieces for a best fit, Waylon brought forward a current map with pieces for the Commission to work with. They had discussion and moved some pieces around with ideas for restrooms and keeping in mind the possibility of the Sports Complex and Performing Arts center. They agreed on a plan and asked that Waylon include this on a new map to be brought forth at the next meeting.

NEW BUSINESS: None

STAFF REPORT:

Facilities-

Dan shared some excitement as he talked about Fish Camp and preparation for the ongoing program that will take place Opening Day for fishing. 20 kids will be able to participate at a cost of \$20. Staff will have the pool ready to open on Monday. They have also been working hard to replace the backflow at the back of the park. He continues to work on the new rear field with Matt Shober. He is preparing for a few more seasonal employees to come on board that have worked at the park in the past seasons.

Programs –

Waylon updated the Commission on the current programs. Kung Fu has begun currently with 12 kids enrolled in the First 5 class and 11 in the class for ages 6 and up. Jr Tennis has begun with 9-10 kids currently participating, 22 kids were enrolled in the Football camp over Spring break and a new class of Gymnastics just began April 22nd. A Dog Park cleanup from April 5th has the park glowing. Last weekend was the egg hunt with Salvation Army and Probation. A big thanks to the Fire Department on a job well done delivering the Easter Bunny. It went well, however was not how City Staff would like to see it and parking was dangerous, therefore there are thoughts back at the table to do our own again next year. Friday will be the deadline for Softball hoping for as many as the 32 that enrolled in the league last year.

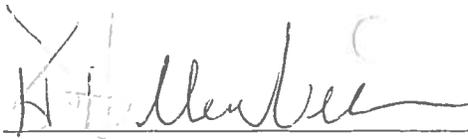
Rainbow Days thru the Chamber of Commerce takes place this weekend at the front of the park. The Community Garden is beginning orientation and has picked up new volunteer packets. Waylon shared that he is working on a Swim School; the City has sent Brittany Wiles to be trained as an instructor. This will be a huge cost savings to the City. The calendar is full of pool parties for the schools and public parties are beginning to also come in.

ITEMS FROM THE COMMISSION:

Commissioner Underhill asked if it was possible to put more trash cans at the back of the park. Dan said he will see if he can move a few around, but, simply put, people don't always use them.

ADJOURNMENT

The meeting adjourned at 6:32 pm to reconvene on June 4, 2014 at 5:15pm in the City Council Chambers. The Parks and Recreation Commission meeting set for May will be cancelled and the June meeting to be moved up.



Commissioner

ATTEST: 

Karey Poole, Comm. Serv. Secretary



CITY OF BISHOP

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377 West Line Street – Bishop, CA 93514
P.O. Box 1236 – Bishop, CA 93515
City Hall (760) 873-5863 – Fax (760) 873-4873

July 16, 2014

CERTIFIED MAIL

Tony Tillemans
Inyo County Department of Public Works
P.O. Drawer Q
Independence, CA 93526

Re: Letter of Commitment as participating jurisdiction in the Inyo County Multi-Jurisdictional Hazard Mitigation Plan

Dear Mr. Tillemans,

In accordance with the Federal Emergency Management Agency's (FEMA) Local Mitigation Plans requirements, under 44 CFR §201.6, which specifically identify criteria that allow for multi-jurisdictional mitigation plans, the City of Bishop is submitting this letter of intent to confirm the City of Bishop has agreed to participate in the Inyo County Multi-jurisdictional Hazard Mitigation Planning effort.

Further, as a condition to participating in the mitigation planning; the City of Bishop agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to Inyo County to complete the plan in conformance with FEMA requirements.

The City of Bishop understands that it must engage in the following planning process, as more fully described in FEMA's *Local Multi-Hazard Mitigation Planning Guidance* dated September 25, 2013, including, but not limited to:

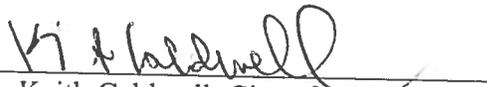
- Identification of hazards unique to the jurisdiction and not addressed in the master planning document; and
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area; and
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction; and
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending

meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and

- Documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I Keith Caldwell commit the City of Bishop to the Inyo County Multi-Jurisdictional Hazard Mitigation Planning effort.

Executed this 16th day of July, 2014.


Keith Caldwell, City of Bishop

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

SUBJECT: PROPOSED ORDINANCE AMENDING SECTION 2.04.030 OF CHAPTER 2.04 CITY COUNCIL OF THE BISHOP MUNICIPAL CODE TO CHANGE THE SALARY OF EACH MEMBER OF THE CITY COUNCIL - SECOND READING/ADOPTION

DATE: JULY 28, 2014

ATTACHMENTS:

- Proposed Ordinance – Relating to salaries for City Councilmembers

BACKGROUND/SUMMARY

At the regular City Council meeting held on May 13, 2013, Council discussed City Council Salaries and Benefits. After a lengthy discussion, Council agreed to change the City Council's future salary from \$300 per month to \$550 per month, with the understanding that the change in salary would not take effect until after the November 2014 General Municipal Election.

The proposed ordinance has been prepared for Council consideration to pass, approve and adopt the change in salaries for City Councilmembers.

RECOMMENDATION

After the Second Reading, City Council will consider approval of the proposed ordinance by title only.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP,
STATE OF CALIFORNIA, RESPECTING SALARIES FOR CITY
COUNCILMEMBERS

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

SECTION 1. Section 2.04.030 of the Bishop Municipal Code is hereby repealed and restated, in its entirety, as follows: "Each member of the City Council shall receive a salary in the amount of Five Hundred Fifty Dollars (\$550.00) per month, payable monthly, and shall further receive such travelling expenses, mileage, benefits and other necessary expenses as may be allowed for the same by the City Council." This change in salary is made pursuant to Government Code § 36516.

SECTION 2. Ordinance No. 453 of ordinances, and all other ordinances of the City of Bishop respecting the matters ordained hereby are repealed to the extent that they are inconsistent herewith. All other ordinances and all parts of ordinances which are not inconsistent herewith shall remain in full force and effect.

SECTION 3. The change in compensation ordained hereby shall not apply to a Councilmember during his or her term of office, however, the prohibition herein expressed shall not prevent the adjustment of the compensation of all members of the City Council serving staggered terms whenever one or more members of such Council become eligible for such salary increase by virtue of his or her beginning a new term of office.

SECTION 4. This ordinance shall be in full force and effect thirty (30) days from and after its passage and adoption.

SECTION 5. 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 ____th day of _____, 2014.

JIM ELLIS, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: _____
Robin Picken, Assistant City Clerk

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR KSC

SUBJECT: Bid Award - Auditorium Coolers

DATE: July 28, 2014

ATTACHMENTS:

- List of bids received for City Auditorium coolers

BACKGROUND/SUMMARY

The Bishop City Hall Auditorium was renovated in 2009 and since that time it has been used for a variety of programs, meetings, and events. The Community Services Department programs offered in the auditorium have been extremely popular with the public and have created an expanded revenue opportunity for the city.

Due to the intense heat of the summer months and lack of temperature control in the auditorium during those months, classes are not conducted from mid-May through mid-September.

As part of the 2014/15 budget, monies were approved to provide air conditioning/coolers for the auditorium. Adding the coolers will allow the City to provide year-round programming and increase revenues.

RECOMMENDATION

Council consideration to award the bid received from Bishop Heating and Air to purchase two coolers for the City Auditorium in an amount not to exceed \$10,840.54.

BID OPENING FOR: Auditorium Coolers

BID OPENING DATE: 7/18/2014 Bids opened 10am

	NAME	AMOUNT
1.	<u>Deans Plumbing</u> <u>192 E Line ST Bishop CA</u>	<u>\$ 16,170.⁰⁰</u>
2.	<u>Bishop Heating and Air</u> <u>463 N Warren St Bishop</u>	<u>\$ 10,840.⁵⁴</u>
3.	_____	\$ _____
4.	_____	\$ _____
5.	_____	\$ _____
6.	_____	\$ _____
7.	_____	\$ _____
8.	_____	\$ _____
9.	_____	\$ _____
10.	_____	\$ _____

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR

SUBJECT: CITY ADMINISTRATOR/CITY CLERK AGREEMENT

DATE: JULY 28, 2014

BACKGROUND/SUMMARY

City Administrator/City Clerk Keith Caldwell will be retiring from his position with the City of Bishop at the end of September 2014.

City Council completed an initial search for a replacement for City Administrator/City Clerk Caldwell.

Council will consider employment of a new City Administrator/City Clerk and approval of an employment agreement.

RECOMMENDATION

Council consideration to approve a new City Administrator/City Clerk employment agreement.