CITY OF BISHOP

CITY COUNCIL MEETING

City Council Chambers - 301 West Line Street - Bishop, California
MONDAY, NOVEMBER 13, 2023 - 6:00 PM

NOTICE TO THE PUBLIC: Please be advised this meeting is accessible to the public in person, on the City of Bishop website, or on the local government cable channel 12. In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in this meeting, please contact the City Clerk at 760-873-5863 Extension 124. Notification at least 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].

The public is encouraged to participate or observe this meeting by:

1. **Attending this meeting in person at the City of Bishop City Council Chambers located at 301 West Line Street in Bishop, California.**
2. **Observing this meeting live from the City of Bishop website at: https://www.cityofbishop.com/government/city_council/index.php**
3. **Observe this meeting live from the local government cable channel 12.**

Public comments may be made:

1. **In person: 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 (or complete a speaker card prior to the meeting). Comments for all agenda items are limited to a speaking time of three minutes unless modified by the Mayor.**
2. **In writing: Go to http://bishop-ca.granicus.com/ViewPublisher.php?view_id=8 to submit an "eComment" for the corresponding meeting. Please note that eComment submissions closes at 3:00 p.m. on the day of the meeting. You may also hand deliver public comments to the City drop/payment box located at the Church Street entrance to City Hall on or before the deadline noted above. Written public comments received after the deadline will be provided to the Council at the earliest possibility. Please note written public comments received will not be read aloud at the meeting.**

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.

1. **CALL TO ORDER - 5:30 P.M. Monday, November 13, 2023**

2. **ROLL CALL**

3. **PUBLIC COMMENT PRIOR TO CLOSED SESSION**

NOTICE TO THE PUBLIC: This time is set aside to receive public comment on matters agendized for closed session only. 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.

4. **CLOSED SESSION**

   A. **Conference with Legal Counsel - Initiation of Litigation pursuant to Government Code § 54956.9(c): 1 Potential Case**

   B. **Conference with Legal Counsel - Existing Litigation pursuant to Government Code § 54956.9: City of Bishop vs. Schat: Case No: SI CV CV2368971**

5. **OPEN SESSION - 6:00 P.M. Monday, November 13, 2023**

6. **MOMENT OF SILENCE** - As we begin another meeting tonight, let us pause for a brief moment of silence to individually reflect, meditate, pray, or engage in other silent activity.

7. **PLEDGE OF ALLEGIANCE** - Councilmember Schwartz will lead the pledge of allegiance.

8. **ROLL CALL**

9. **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 will listen to all public comment but will not generally discuss the matter or take action on it.

10. **REPORT ON ACTIONS TAKEN IN CLOSED SESSION AS REQUIRED BY LAW**

11. **INTRODUCTION AND SWEARING IN CEREMONY OF NEWLY HIRED FIRE CHIEF**
    City Administrator Deston Dishion will introduce Fire Chief Bret Russell and Mayor Ellis will perform the swearing in ceremony.

12. **PRESENTATIONS**

    A. **City of Bishop Specific Plan Receives State Award of Excellence - Presented by Assistant Planner Ana Budnyk.**

    B. **National Healthcare and Housing Advisors (NHHA) Rural Healthcare Strategy for Inyo and Mono Counties - Presented by NHHA Business Development Manager Brennan Campbell.**
       NHHA Rural Healthcare Strategy - Presentation 11/13/2023

    C. **Caltrans Bishop Pavements Project - Presented by Caltrans District 9 Project Manager Jill Tognazzi.**

CALTRANS Bishop Pavements Project - Presentation 11/13/2023

D. **Sierra Business Council (SBC) Update on Community Economic Resilience Fund (CERF) Funding and the Business Resource Center - Presented by Stacey Corless and Allan Pietrasanta.**
Sierra Business Council - Presentation 11/13/2023

13. COUNTY OF INYO UPDATE
Presented by Second District Supervisor Jeff Griffiths.

14. DEPARTMENT REPORTS
Updates on department activities will be given by the Department Heads and/or their staff.

A. **Fire Department - Fire Chief Bret Russell**
Fire Department Report - October 2023

B. **Police Department - Police Chief Nate Derr**
Police Department Report - October 2023

C. **Public Works Department - Public Works Director Nora Gamino**
Public Works Department Report - October 2023

D. **Community Services Department - Community Services Manager Dan McElroy**
Community Services Department Report - October 2023

E. **Planning Department - Assistant Planner Ana Budnyk**
Planning Department Report - October 2023

F. **Administration - City Administrator Deston Dishion**
City Administrator Report - October 2023

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.

15. CONSENT CALENDAR FOR APPROVAL/FILING

A. **City Council Meeting Minutes**
MINUTES 09 11 2023
City Council Meetings Cancellation Notice - 09 25 2023 AND 10 10 2023
MINUTES 10 23 2023

B. **Second Reading and Adoption of an Ordinance Approving One-Way Access For Delivery Vehicles Only In The Alley.**
Recommended Action: Council consideration to approve the second reading and adoption of the proposed ordinance approving one-way access for delivery vehicles only in the alley (by title only).
Attachment_A_An_Ordinance_One-Way_Access_for_Delivery_Vehicles_Only_in_the_Alley.pdf
Attachment_B_Site_Map.pdf

C. **Bishop Fire Deputy Fire Chief Job Description**
Deputy Fire Chief Job Description

16. CONSENT CALENDAR FOR INFORMATION/FILING

A. **Services Agreement Between the City of Bishop and Inyo Council for the Arts**
Recommended Action: Approve for information and filing.
Inyo Council for the Arts Services Agreement

B. **Building Permit Issued Report**
October 2023 - Building Permit Issued Report

C. **Parks and Recreation Commission Meeting Cancellation Notice - October 25, 2023**
Parks and Recreation Commission Meeting Cancellation Notice - 10/25/2023

D. **Parks and Recreation Commission Special Meeting Agenda - November 1, 2023**
Parks and Recreation Commission Special Meeting Agenda - 11/01/2023

17. NEW BUSINESS

A. **City of Bishop Parking Demand and Land Use Study**
Recommended Action: Council consideration to approve the Planning Department to execute the City of Bishop Parking Demand and Land Use Study under the provisions of the As Needed, On-Call Civil Engineering Service Agreement between the City of Bishop and Wood Rogers Inc. that was executed on July 1, 2023 with a not-to-exceed amount of $154,140.
TO_2_Parking Demand and Land Use Study Draft

18. FUTURE AGENDA ITEMS

19. COUNCIL AND COMMITTEE REPORTS

20. ADJOURNMENT
Monday, November 27, 2023 at 6:00 p.m. Regular Meeting in the City Council Chambers

NHHA Rural Pilot Program

November 13th, 2023

Rural Pilot, Phase 1: Inyo/Mono

24 Months

Mono County, CA

Inyo County, CA: Proposed Pilot Location

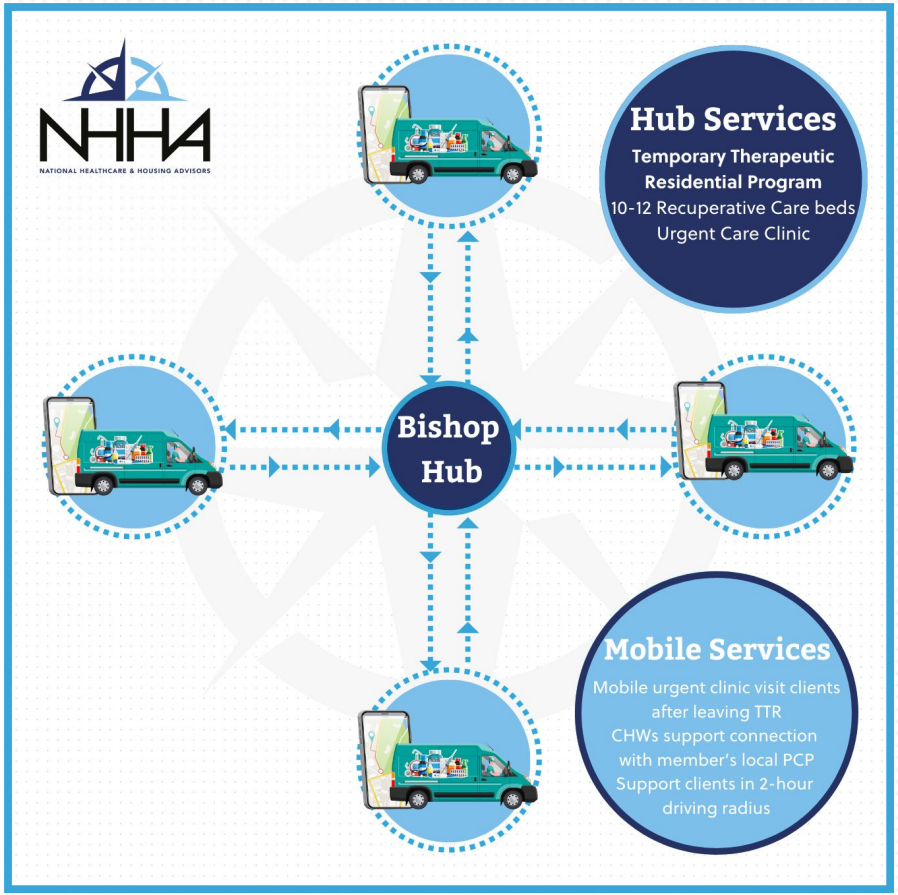
NHHA encompass theleon institute Whole Person Care Clinic

Service Area Inyo/Mono Counties

- 140 homeless individuals across Inyo, Mono, and Alpine Counties according to 2022 point-in-time count
- Estimated 200-400 homeless individuals across Inyo and Mono counties
- 25% of the population within Inyo County is age 65+
- 18% of the population within Mono County is age 65+

Barriers to Service in Inyo and Mono Counties

- No emergency shelters
- Lack of social services and medical services
- Lack of mental health services(mild to moderate)
- Extended distance to available services and lack of transportation
- Lack of ECM and Community Supports providers
- No place to release patients discharged from the hospital
- Insufficient tracking and data on homeless and vulnerable populations
- Rugged terrain and extreme weather conditions
- Lack of basic needs (water & access to restrooms)

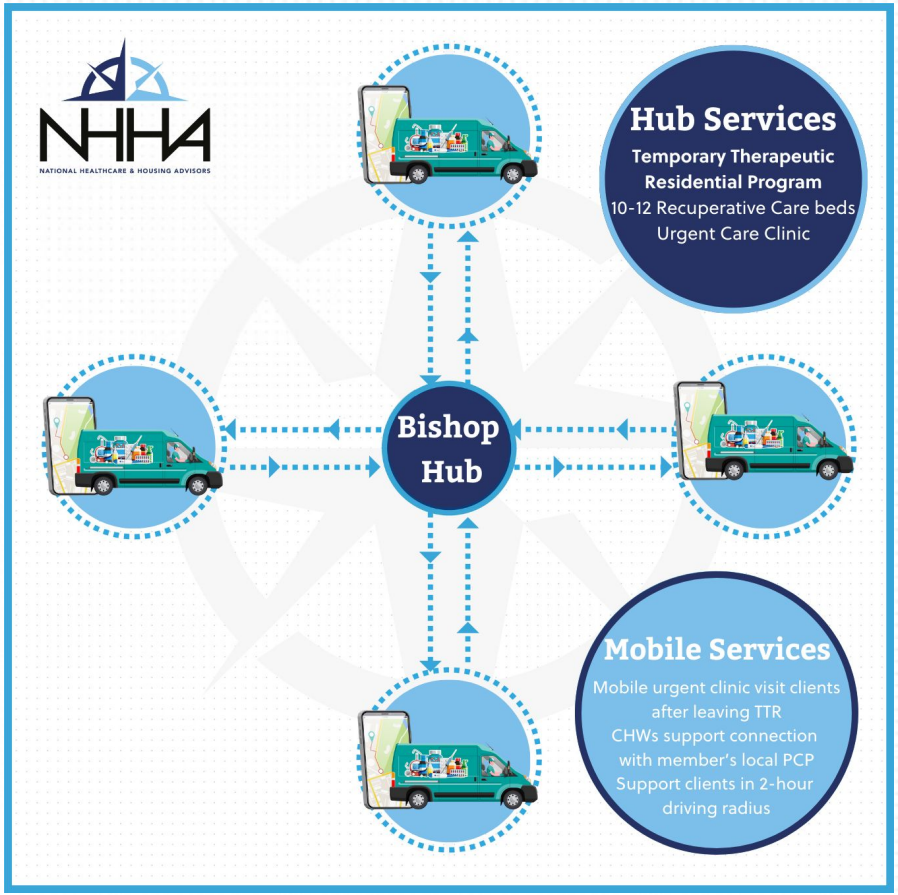


CalAIM Rural Hub & Spoke Model for Inyo & Mono Counties

- Vulnerable individuals are stabilized and have access to services at the **Recuperative Care Center** (Temporary Therapeutic Residential Program) which serves as the Bishop Hub

- Bishop Hub services will include:
  - 10-12 Recuperative Care Beds
  - Urgent Care Clinic for surrounding community
  - Connection to Primary Care
  - Behavioral Health and Substance Use Telehealth services
  - Housing Navigation and Enhanced Care Management

NHHA encompass theleon institute Whole Person Care Clinic



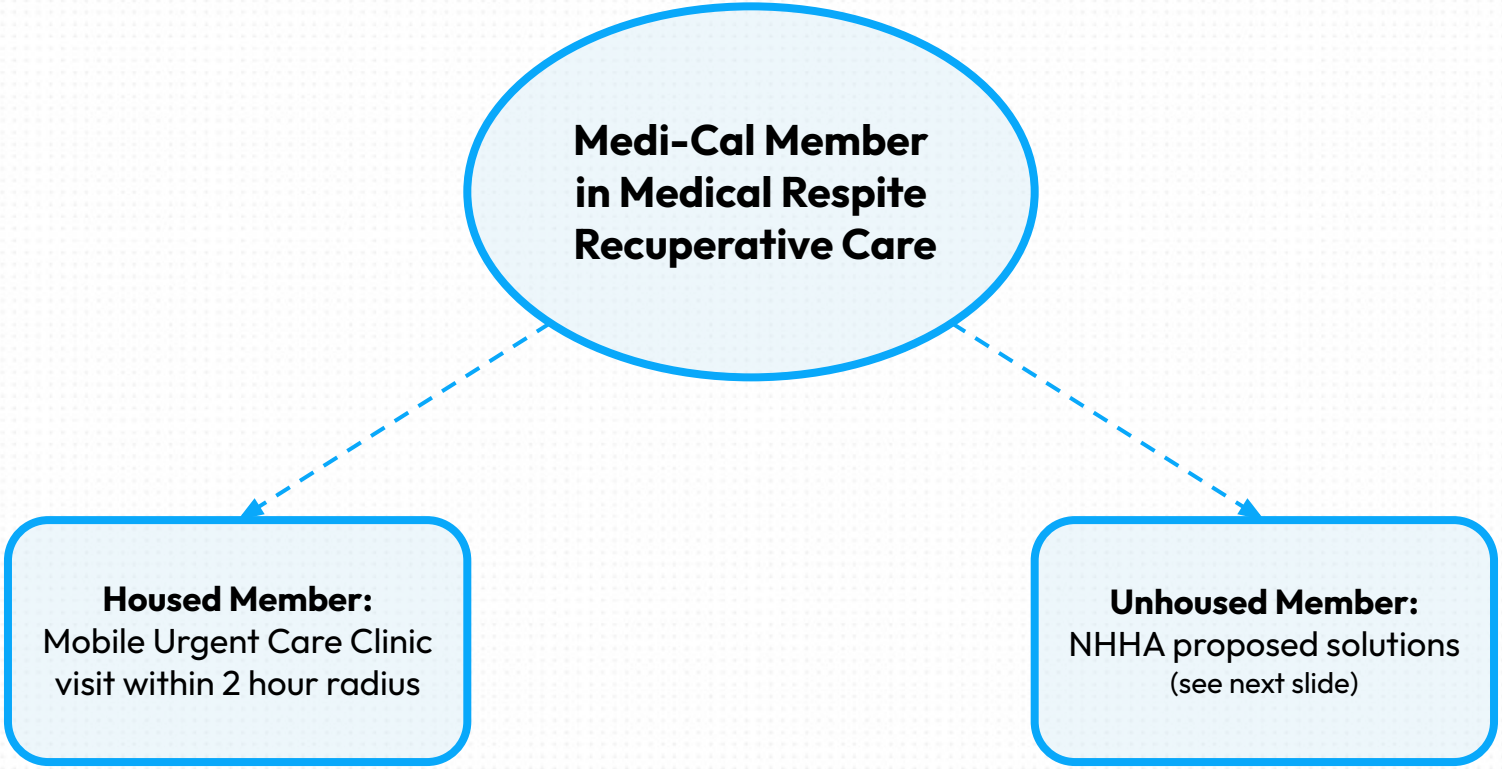
CalAIM Rural Hub & Spoke Model for Inyo & Mono Counties

Mobile Urgent Clinic services include:

- Visit clients who have left the Hub
- Bring those who need services into the Hub
- Support clients within a 2 hour driving radius from Hub
- CHW's will provide ongoing support of individuals who have been connected to their local PCP

NHHA encompass theleon institute Whole Person Care Clinic

What Comes Next?


Medi-Cal Member in Medical Respite Recuperative Care
Housed Member:
Mobile Urgent Care Clinic visit within 2 hour radius
Unhoused Member:
NHHA proposed solutions
(see next slide)

NHHA Proposed Housing Solutions

LifeArk

- Modular housing solution
- Weather Resistant
- Supportive Services
- Environmentally friendly

Micro-Community

- Rooms/units from large SFR, multiplex units, and apartments
- Foster sense of community

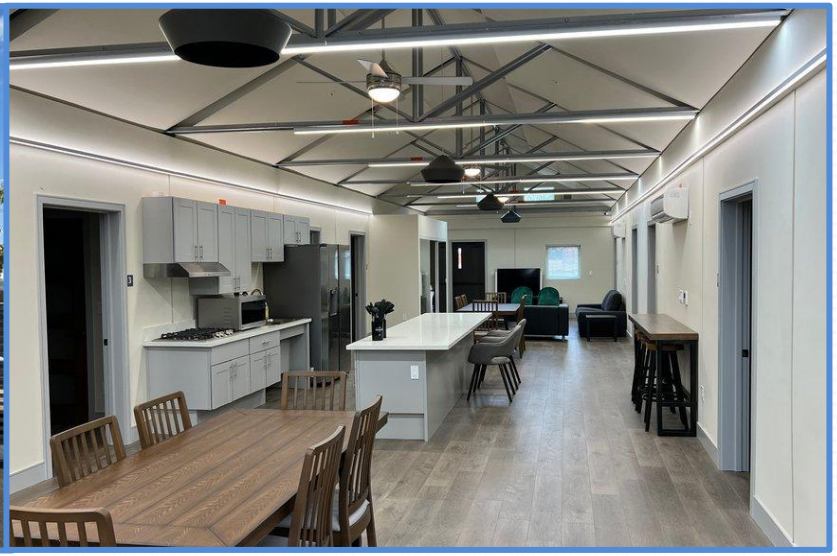
Build Out Existing Structure

- Long term sustainability
- Opportunity for additional CalAIM services

NHHA encompass theleon institute Whole Person Care Clinic

LifeArk El Monte Micro-Community

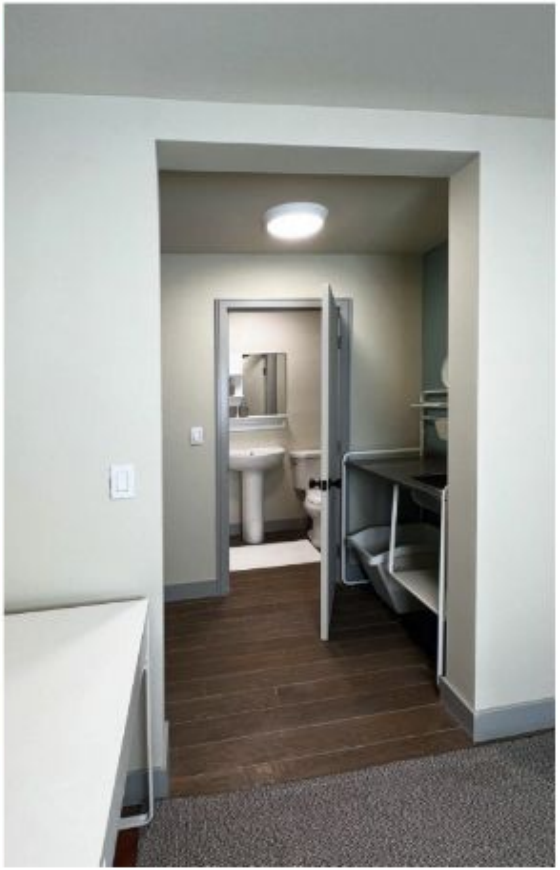
LA County Housing Innovation Challenge Award Winning Project



Proof-of-concept project demonstrates how design of structure and supportive services and foster a sense of community to restore dignity and well-being for people transitioning out of homelessness

NHHA encompass theleon institute Whole Person Care Clinic

NHHA encompass theleon institute Whole Person Care Clinic



NHHA encompass theleon institute Whole Person Care Clinic

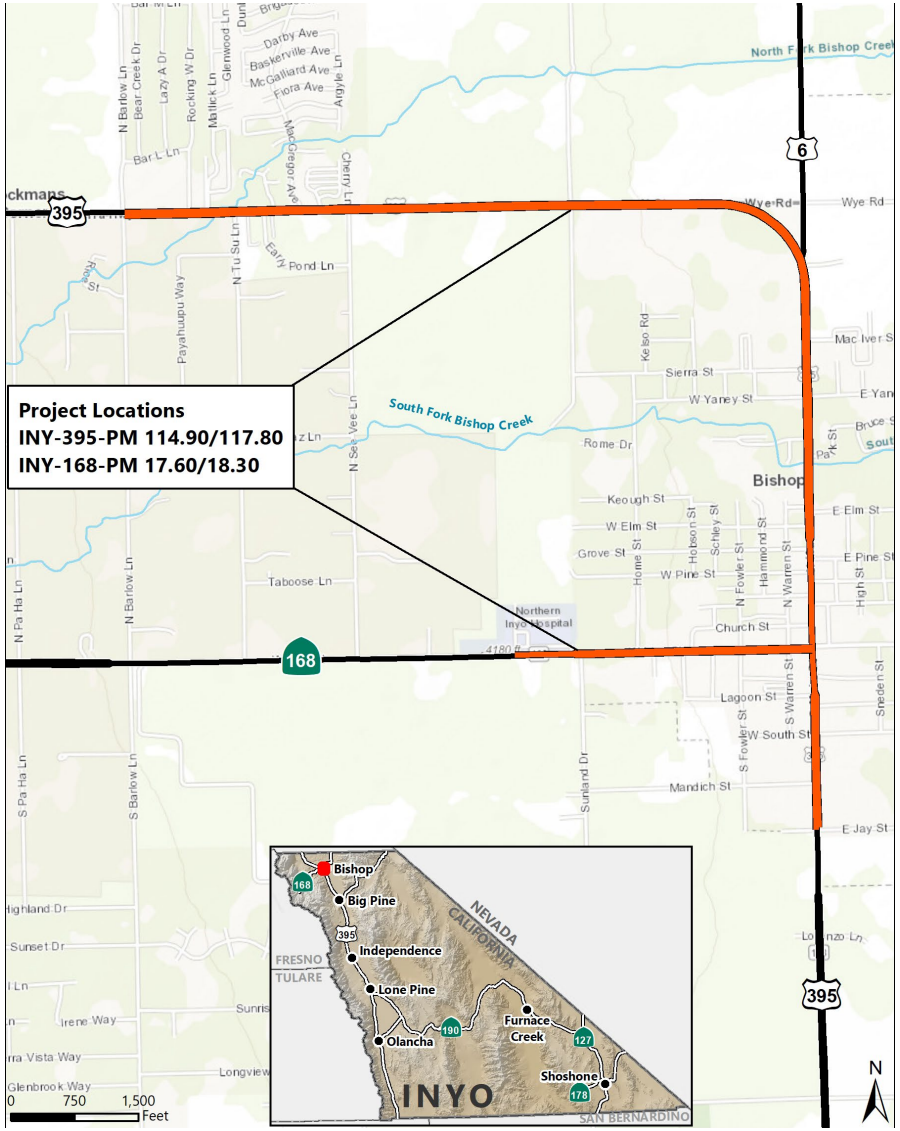
Bishop Pavement Project

Schedule
(Subject to Change)

- Project Approval 8/12/2021
- Final Environmental Document – 8/12/2021
- Design Complete – 4/2024
- Advertise Project – 7/2024
- Begin Construction – Oct 2024
- Complete Construction – 10/2025

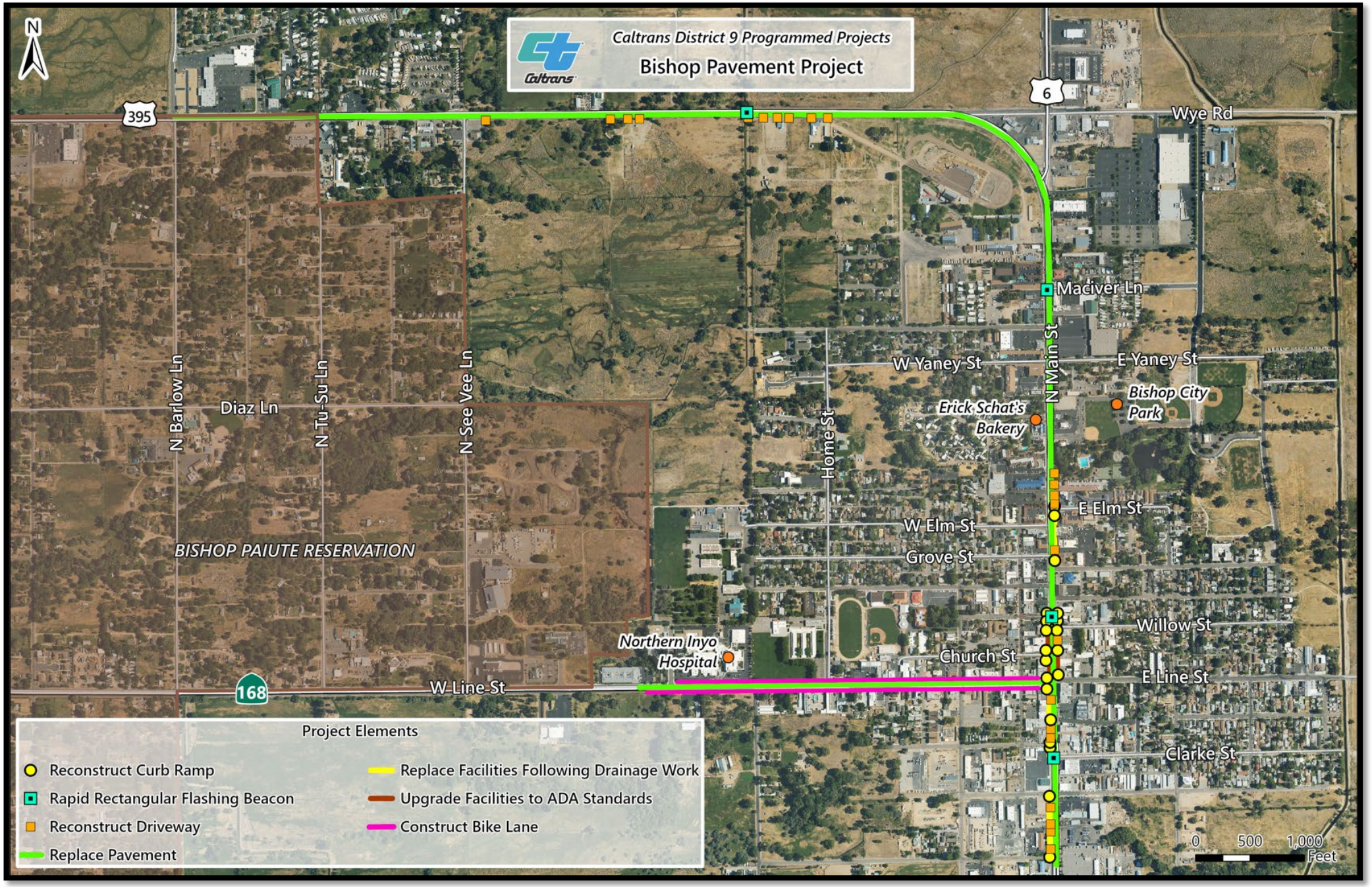
Project Description

- Rehabilitate pavement on U.S. Highway 395 and State Route 168 W in Bishop
- Replace TMC count stations
- Upgrade drainage
- Upgrade pedestrian facilities
- Relocate traffic signal poles
- Construct multi-use paths
- Bicycle lanes on SR 168 W
- Cost- $25 million
  - State, Federal and SB 1

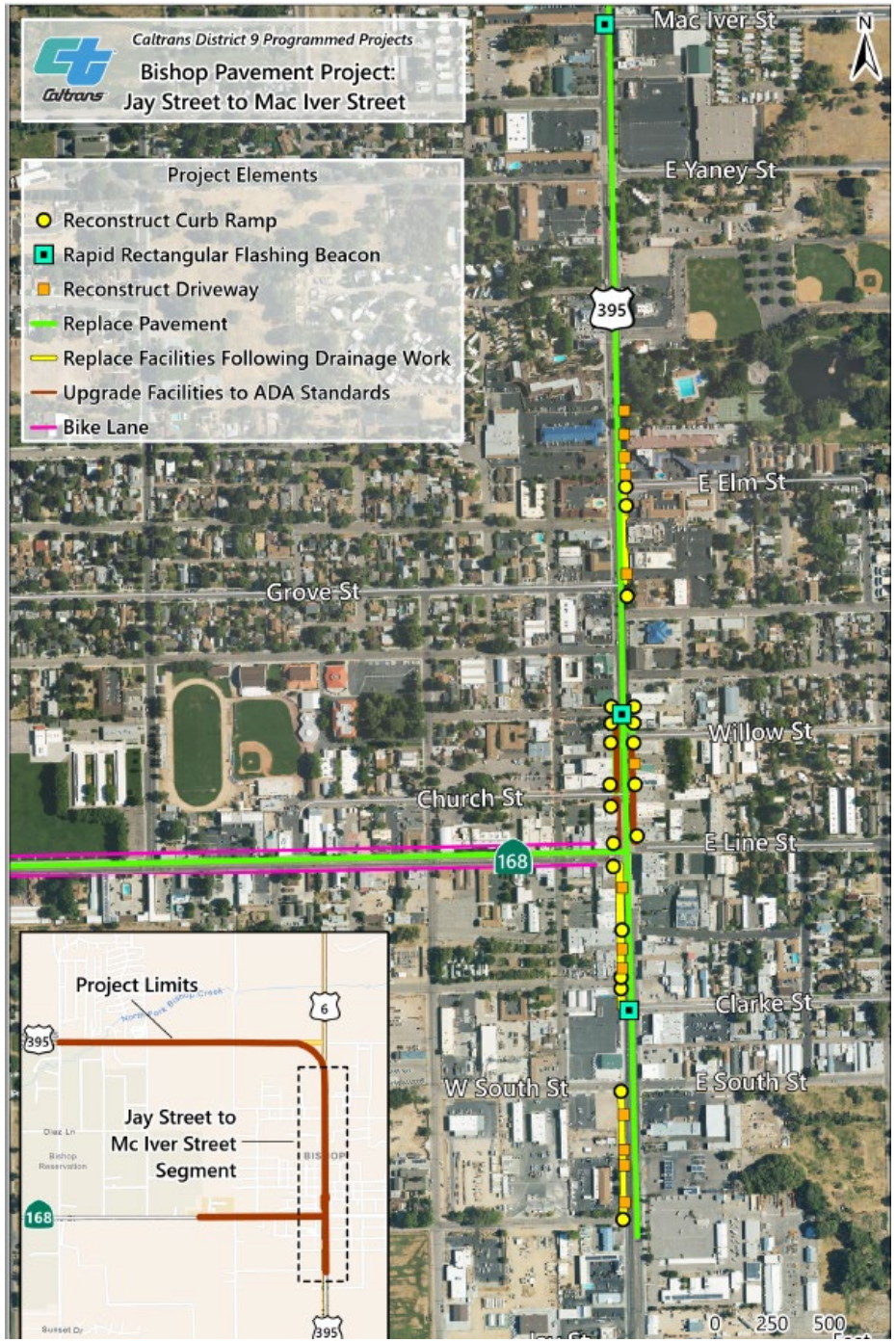


Project Area

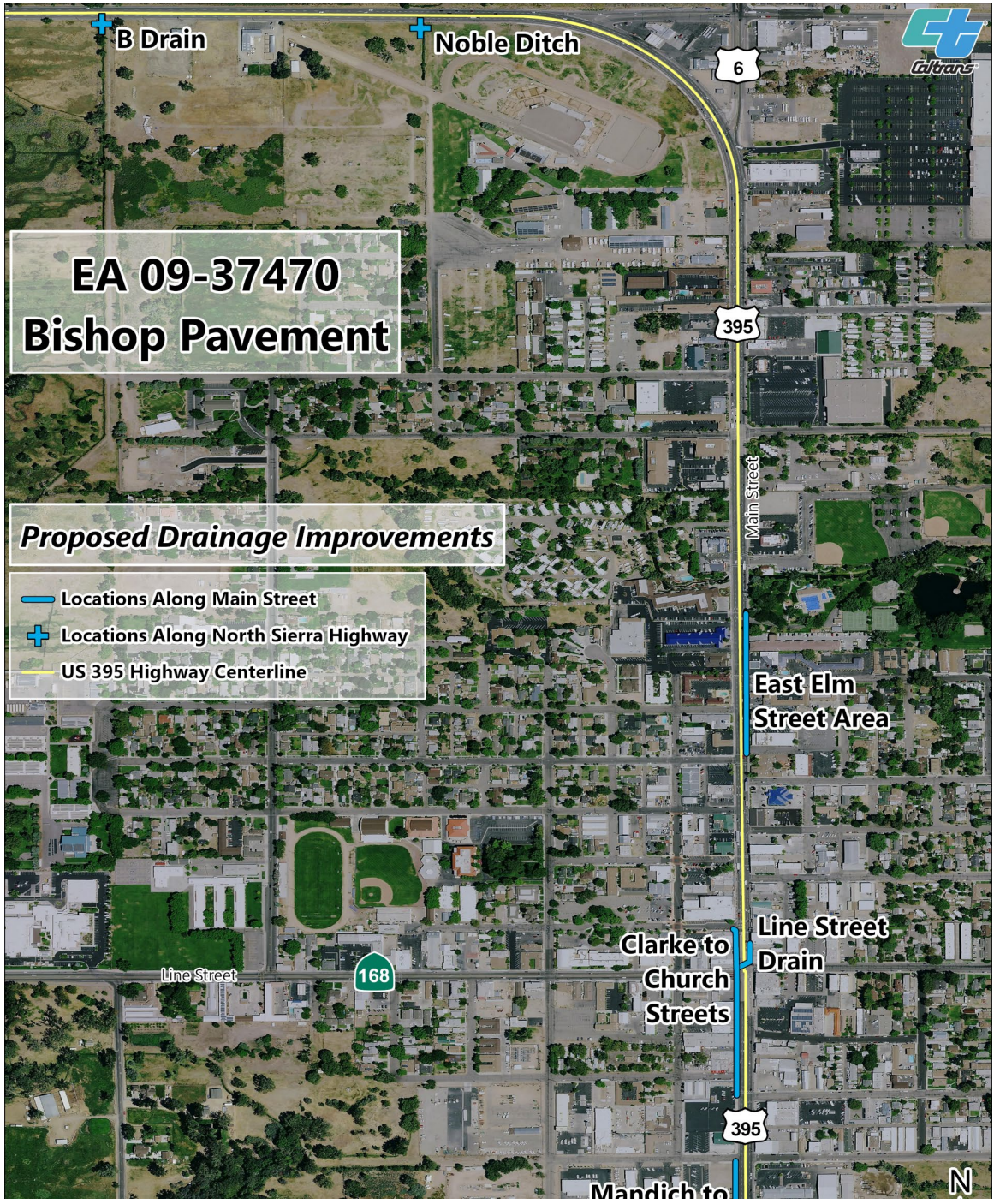
- Between Jay Street and Barlow Lane on US 395
- Between Pioneer Lane and Main Street on State Route 168 W.


Caltrans District 9 Programmed Projects
Bishop Pavement Project
N
395
6
Wye Rd
Maciver Ln
N Main St
W Yaney St
E Yaney St
Bishop City Park
Erick Schat's Bakery
Home St
N Barlow Ln
N Tu-Su Ln
N See Vee Ln
Diaz Ln
BISHOP PAIUTE RESERVATION
E Elm St
W Elm St
Grove St
Willow St
Church St
E Line St
Northern Inyo Hospital
168
W Line St
Clarke St
Project Elements
Reconstruct Curb Ramp
Rapid Rectangular Flashing Beacon
Reconstruct Driveway
Replace Pavement
Replace Facilities Following Drainage Work
Upgrade Facilities to ADA Standards
Construct Bike Lane
0
500
1,000
Feet

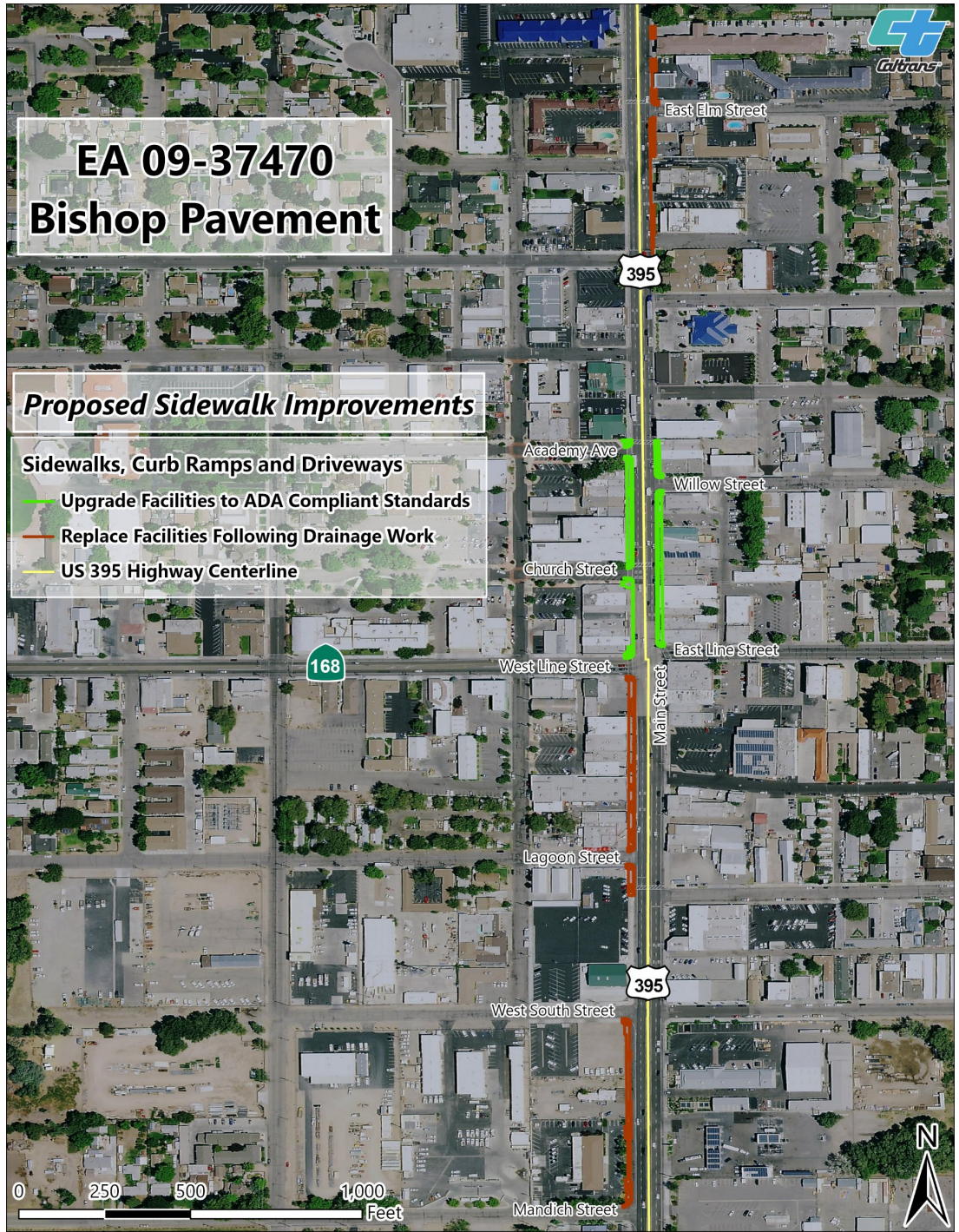
Main Street Corridor



Drainage Improvements

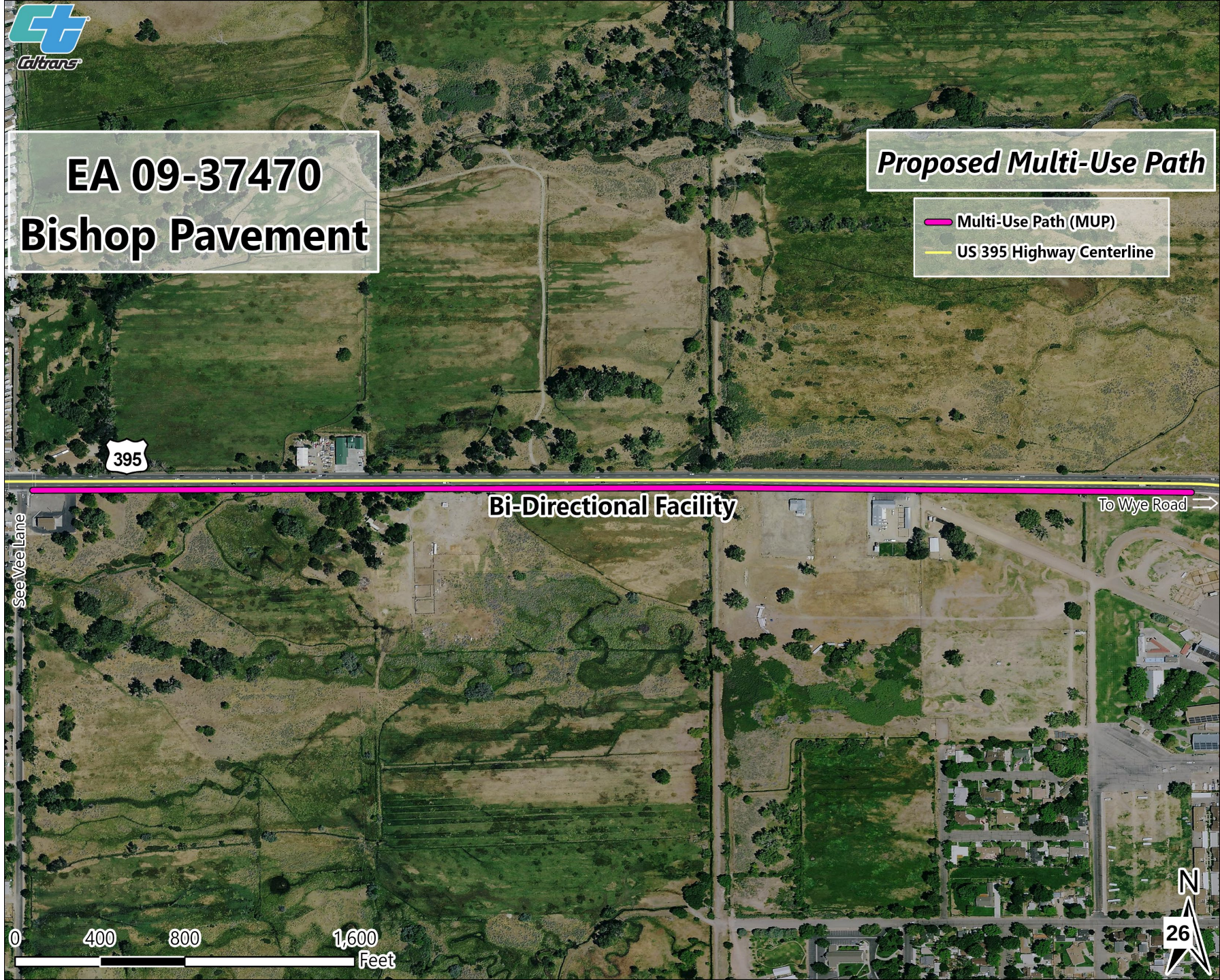


Sidewalk Improvements

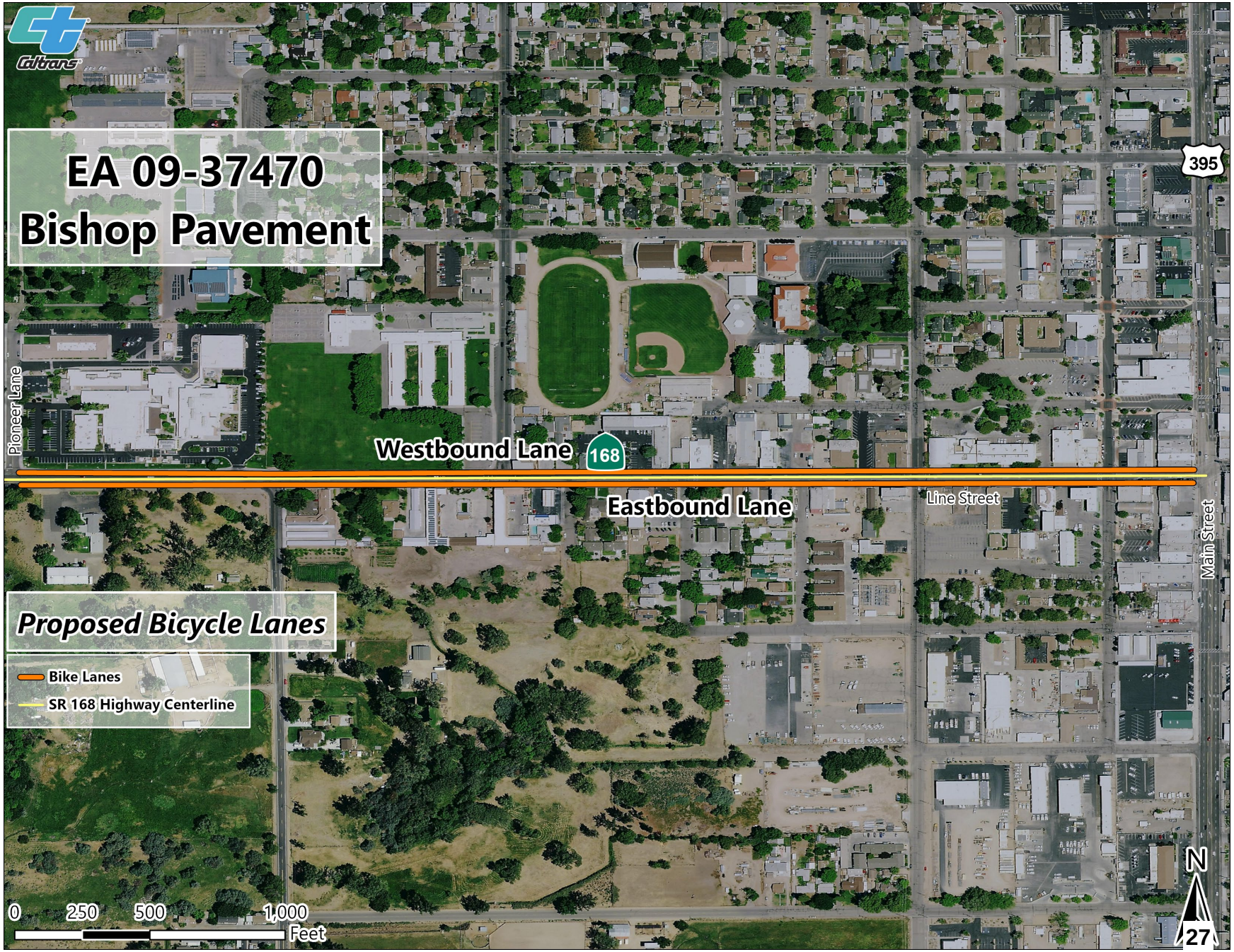


Landscape Elements

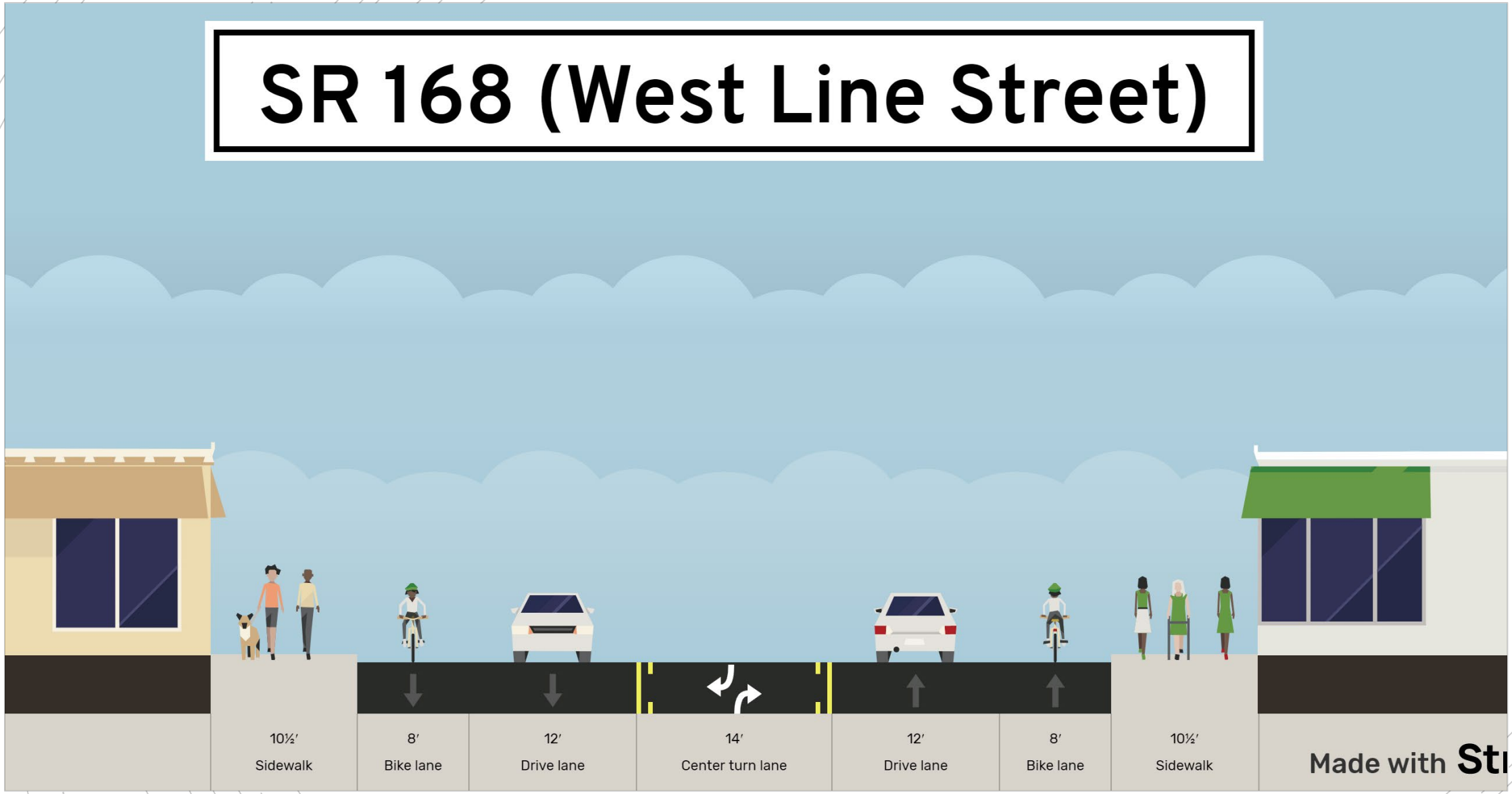
Multi-Use Path

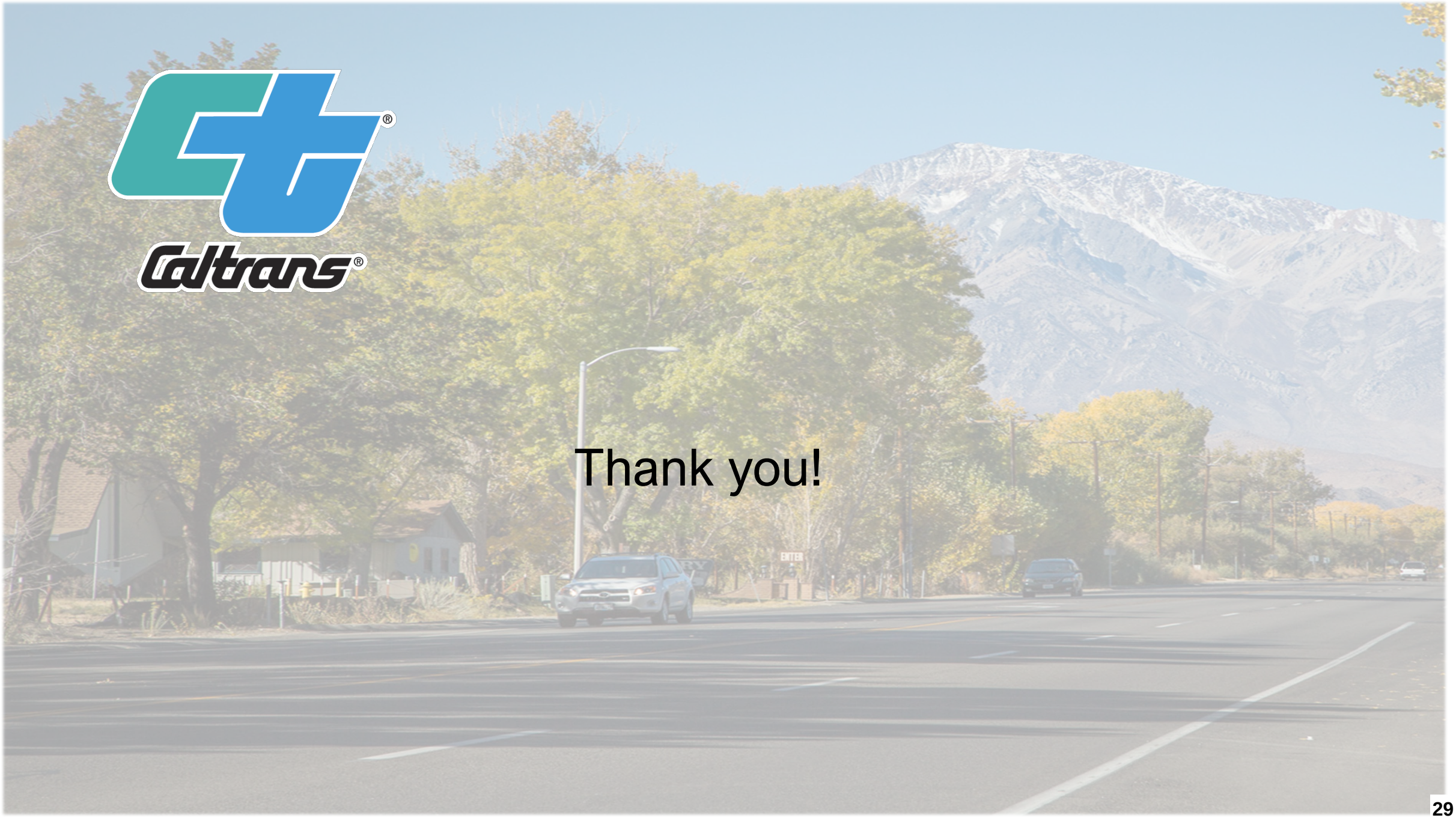


Bicycle Lanes on SR 168 W



SR 168 (West Line Street)





Thank you!

City of Bishop Update
November 13, 2023

Eastern Sierra CERF Region

SIERRA BUSINESS COUNCIL

CERF/California Jobs First Program Objectives & Design

- Promote equitable and sustainable economic development
- Align and leverage federal and state funding to maximize economic resilience
- Support inclusive economic planning that prioritizes equity, job quality, and sustainability
- “Inclusive regional planning for a climate resilient economy” - Mary Collins, Governor’s Office of Planning and Research

CERF Regions

13

All 13 regions are receiving planning and implementation dollars through competitive processes.

Phase 1: Planning

$5M

Each region has up to $5M to foster partnerships, create HRT Collabs, and develop regional economic plans. Now includes Catalyst program.

Phase 2: Implementation

$500M

$500M will be rewarded across all 13 regions to implement projects that meet CERF program metrics.

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The Eastern Sierra Region:

186,266 people

19,252 mi^2

7 Counties:

- Alpine
- Amador
- Calaveras
- Inyo
- Tuolumne
- Mariposa
- Mono

CERF Purpose:

Build an equitable and sustainable economy across California's diverse regions and foster long-term economic resilience in the overall transition to a carbon-neutral economy.

CERF Guiding Principles and Metrics

Equity

- Increase in baseline employment and income levels
- Equitable access to workforce training and investment capital

Inclusion

- Number of disinvested communities engaged in CERF process
- Effective engagement to ensure underserved have access to decision makers

Transparency

- Comprehensive outreach with high frequency of two way participant communications
- Website and media interactivity with participants

Sustainability

- Increased capacity for participating CBOs
- Longevity of programs beyond the CERF planning process

Impact

- Number of high impact projects successfully planned and implemented
- Funding leveraged for implementation from other sources

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HRTC (High Road Transition Collaborative) Goals & Objectives: Projects & Jobs

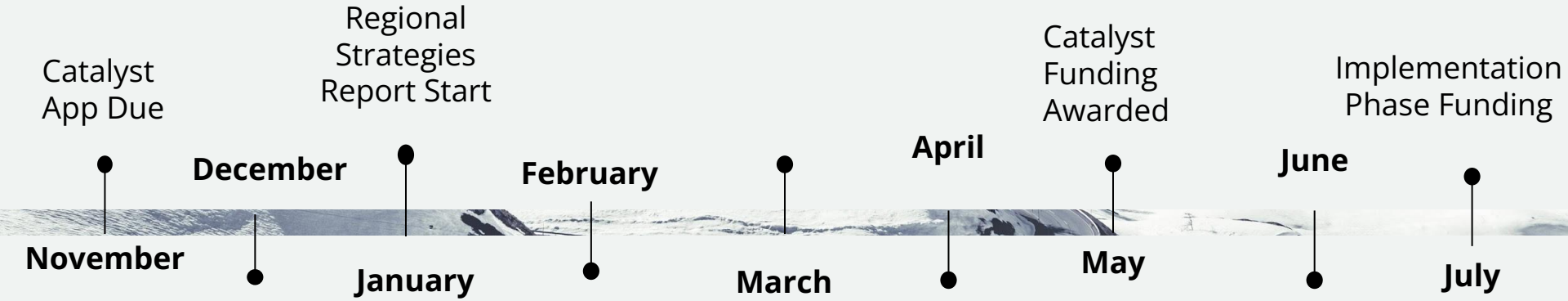
- The HRTC guides the Eastern Sierra CERF region and process collaboratively with support from five subcommittees – resulting in a robust regional economic recovery and transition plan. Can make adjustments to governance structures as needed to better serve the region and remain streamlined with CERF program objectives.

- The first report of the planning phase is a regional summary, which will include a broad range of data including stakeholder and asset mapping, identification of opportunities for alignment with existing regional economic planning processes and documents, a regional labor market and economic cluster analysis, and identification of regional climate and public health trends **(In progress - due 12/31/23)**.

- Identify priorities for Catalyst Application - consensus on top priority sectors and how funding buckets should be allocated **(Fall 2023)**.

- The second deliverable from the planning phase is a regional plan with two inter-related subcomponents addressing region-wide strategies and a specific set of east side and west side strategies and implementation opportunities **(Due 6/2024)**.

CERF Timeline



Priority Sectors

Healthcare

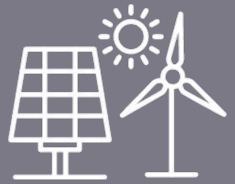
- Access to care
- Specialty services
- Behavioral health
- Medical facilities
- Workforce dev.

Forest Economy

- Wildfire mitigation and adaptation
- Upper watershed restoration
- Tribal stewardship

Sustainable Recreation

- Tourism and visitation
- Higher wage jobs
- Climate change readiness
- Arts and culture



Clean Energy

- Energy efficiency and decarbonization
- Energy resilience and reliability
- EV readiness

Agriculture

- Sustainable food systems
- Locally grown food security
- Ag tourism

SIERRA BUSINESS COUNCIL

GOVERNOR'S OFFICE OF PLANNING AND RESEARCH · STATE OF CALIFORNIA

CALIFORNIA GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT

LABOR & WORKFORCE DEVELOPMENT AGENCY

New: The Catalyst Program - Key Facts

Max Award

$14M

All 13 regions are eligible for up to $14M

Due Date

Nov 30

Only current CERF Fiscal Agents can apply for this closed solicitation.

Award Date

May 2024

Period of Performance is May 2024 through September 2026

- Designed to “spur systemic change to build a more equitable, resilient economy”
- Bridge the gap between Planning and Implementation
- Build capacity and provide capital for pre-development activities
- Expands the work of the current planning phase to develop more projects in disinvested communities

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LABOR & WORKFORCE DEVELOPMENT AGENCY

The Catalyst Fund - Funding Pots

Sector Investment Coordinators

$1.5M

Up to 5 new positions at SBC or external organizations

Pre-development Project Activities

$9M

Invest in regional projects that are still in development stages

HRTC Continuance and Administration

$3.5M

Continue the HRTC, keep research report updated, outreach to disinvested, fiscal oversight

- Maximum funding pot amounts are not guaranteed
- Any funding not awarded from the Catalyst will be added to the open solicitation Implementation Phase

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LABOR & WORKFORCE DEVELOPMENT AGENCY

Catalyst - Sector Investment Coordinators

$1.5M

Up to 5 new positions

SBC OR external organizations

Work with the HRTC to prioritize sectors.

Support the HRTC in cataloging projects that align with CERF.

Liaise with regional partners around projects.

Provide/procure technical assistance on CERF Implementation grants.

Identify eligible state, federal, and local funding sources for identified projects.

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Catalyst - Project Pre-development Activities

$9M

Invest in regional projects in “exploratory” or “last mile”

Feasibility studies, market analysis, and environmental assessments such as CEQA.

Site acquisition, permitting, and site and development plans.

Revolving loan funds, JPAs, and financial planning.

Infrastructure pre-development, construction, and operation/maintenance plans.

New positions, staff development, tool acquisition, and capacity building.

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LABOR & WORKFORCE DEVELOPMENT AGENCY

Catalyst - HRTC and Administration

$3.5M

Continue CERF Programming and Administration ($1.5M reserved for fiscal oversight)

Continue expansion of outreach and engagement activities to disinvested communities.

Maintain and update the research products, regional reports and strategies so they remain current.

Facilitation of the HRTC, including HRTC participation compensation.

Coordinate CERF Implementation Fund applications from the region.

Track regional projects and awards from CERF or external funding sources.

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LABOR & WORKFORCE DEVELOPMENT AGENCY

Next Steps

- ➔ Populate the Project Identification Tracker
- ➔ Community-Based Organization Survey
- ➔ November 15 Office Hours - Catalyst Application Review
- ➔ Catalyst Application Due November 30
- ➔ Subcommittee Meetings Early December
- ➔ HRTC Meeting December 15
- ➔ Regional Summary Report Due December 31

SIERRA BUSINESS COUNCIL

Thank You!

Follow up info:

Stacy Corless, Government Affairs
Sierra Business Council

Email: scorless@sierrabusiness.org
cerf@sierrabusiness.org
Website: sierrabusiness.org/cerf

BISHOP FIRE DEPARTMENT
209 WEST LINE STREET
BISHOP, CALIFORNIA 93514
(760) 873-5485

BISHOP FIRE DEPARTMENT REPORT
OCTOBER 2023

Last month was fire prevention month and even though I wasn't here yet I wanted to throw out a couple reminders:

- Almost **3 of every 5** home fire deaths resulted from fires with no smoke alarms or no working smoke alarms (NFPA)
- Carbon monoxide is the **#1 cause of accidental poisoning** in the US (CDC)
- Unattended cooking is the **#1 cause of home fires** (NFPA)
- A fire department responds to a fire every **23 seconds** in America (NFPA)

This is the time to ensure that you have functioning smoke and carbon monoxide detector alarms. If someone in the community needs help swapping batteries feel free to reach out to the fire department.

We are now in winter, and folks are using fireplaces to stay warm. This is the time to clean out our chimneys to avoid chimney fires!

In 2013, there were 23,100 residential structure fires related to chimneys and fireplaces, resulting in 10 deaths, according to the U.S. Consumer Product Safety Commission. The estimated property loss resulting from these fires was more than $109 million.

Bishop Police Department

End of month report October 2023

	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
TOTAL INCIDENTS	**1269**	**1210**	**1366**	**1383**	**1167**	**1374**	**1336**	**1149**	**1194**	**1221**		
CALLS FOR SERVICE	703	709	784	821	705	752	885	670	755	735		
OFFICER INITIATED INCIDENTS	566	501	582	562	462	622	451	479	439	486		
TRAFFIC STOPS	111	96	114	82	69	132	70	103	83	61		
OTHER OIA INC.	455	405	468	480	393	490	381	376	356	425		
BUS/BUILDING CHECKS	1	3	12	22	24	7	3	9	7	1		
VEH/PED CHECKS	38	26	30	57	70	55	53	38	34	48		
TOTAL OFFICER REPORTS	**73**	**85**	**101**	**96**	**82**	**83**	**100**	**75**	**101**	**101**		
ACCIDENT	3	5	6	3	5	4	3	1	1	4		
CRIMINAL ACCIDENT	3	5	1	1	3	3	2	4	6	3		
FELONY	18	17	19	19	8	11	20	13	22	12		
INFORMATION	27	34	32	34	29	24	33	31	32	42		
INFRACTION	1	0	2	0	1	1	0	1	0	1		
MISDEMEANOR	21	24	41	39	36	40	42	24	40	39		
TC WITH INJURIES	1	1	2	0	2	2	0	1	0	1		
TC NO INJURIES	5	7	4	3	6	5	5	4	7	6		
TOTAL MISDEMEANOR & FELONY ARRESTS		**18**	**23**	**32**	**20**	**28**	**28**	**23**	**32**	**24**		
MISDEMEANOR ARRESTS	9	11	17	23	17	23	22	14	22	19		
ADULT	8	11	17	23	17	23	22	14	21	19		
JUVENILE	1					0	0	0	1	0		
FELONY ARRESTS		7	6	9	3	5	6	9	11	5		
ADULT	9	7	5	8	0	5	6	8	11	5		
JUVENILE	0		1	1		0	0	1	0	0		
CITATIONS	**82**	**104**	**107**	**96**	**62**	**123**	**67**	**58**	**92**	**72**		
MOVING	32	51	51	34	24	40	23	23	27	21		
NON-MOVING	39	46	39	45	26	61	27	28	49	38		
CRIMINAL	11	7	17	17	12	22	17	7	16	13		

		JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
DISPATCH PHONE ACTIVITY													
911 CALLS		248	237	179	211	252	300	254	227	246	208		
	INBOUND	237	222	159	195	241	290	238	216	237	203		
	ABANDONED	11	15	20	16	11	10	16	11	7	5		
ADMINISTRATIVE CALLS		1,428	1,385	1503	1540	1405	1343	1506	1427	1412	1176		
	INBOUND	895	860	965	969	907	878	993	943	973	820		
	OUTBOUND	523	520	520	563	488	460	509	466	424	350		
	ABANDONED	10	5	18	8	10	5	4	18	15	6		

CITY OF BISHOP

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Public Works Report

October 2023

Water

1. Water consumption for the month was the same compared to October 2013.
2. Took monthly bacteria samples.
3. Checked static water levels at wells #1, #2, and #4.
4. Continued with yearly backflow valve testing program.
5. Continued with annual main line valve exercising program.
6. Clean up weeds and debris around Well #2 Facility and Parking Lot.
7. Perform routine maintenance and change oil in pump motors at Wells #1,#2, and #4.
8. Troubleshoot chlorine dosing pump at Well #4.
9. Clear weeds and other obstructions around Fire Hydrants within the City.

Sewer

1. Continued effort to reduce any impact of nutrients on groundwater near the wastewater treatment plant.
2. Continued to work with Los Angeles Water and Power to acquire additional land for the spreading of secondary treated wastewater.
3. Performed cleaning of problem sewers within the city and began systematic cleaning of all sewer mains in the collection system.
4. Took monthly Biological Oxygen Demand (BOD) samples.
5. Performed duties as Administrator for the Bishop Area Wastewater Authority.
6. Inspect sewer manholes for signs of ground water infiltration.
7. Continued mowing pastures and cleaning / repairing irrigation ditches within the 40 Acres at the WWTP.
8. Mow weeds and brush along the sewer trunk line access road between Johnson Drive and the WWTP.
9. Inspect grease interceptors.

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10. Pot hole sewer and water mains on Hobson St. to determine if the sewer lateral for 560 Hobson can be relocated and tied into Hobson St. instead of the existing connection on Grove St.
11. Clean out grit channel and remove rags from flight assemblies.
12. Worked with Environmental Techniques to sludge Judge ponds #1- #4 to evaluate how many dry tons of sludge are present in the ponds.
13. Perform preventive maintenance and clean check valve at Johnson Dr. Lift Station.
14. Remove rags and debris wrapped up in the Headworks screen.
15. Replace belt on blower motor for aerators on Pond #1.

Streets

1. Patched potholes in City Streets and alleys.
2. Routinely checked bike path at the West end of Sierra Street for trash and cleaned up as needed.
3. Trimmed tree branches along roadways prior to the start of Fall Street Sweeping operations.
4. Begin Fall Leaf Sweeping Program on City Streets.
5. Cleaned out the culvert and discharge outlet of the storm drain on the south-west corner of W. Yaney and Coats St.

Miscellaneous

1. Performed routine maintenance on the Public Works fleet.
2. Provided weekly Tail Gate Safety meetings for the Public Works crew.
3. Marked City utilities for Dig Alert Tickets.
4. Provided road closure on Academy Ave. for the Friday Night Market.
5. Provided signs and closures for National Night Out and Cancer Walk.
6. Replaced light bulb in the Street light in the City parking lot South of Fowler Street
7. Haul debris from Fowler Pit to Sunland Landfill.
8. Installed Information Kiosk at City Hall.

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Community Services Report

October 2023

Programs

1. After School Stay and Play program is operating at the Elm Street School, Monday through Friday. We have planned field trips for weekly special activities. The group will be working on seasonal craft projects.

2. Adult Fitness classes are not being offered currently. We are currently seeking an Instructor for this program.

3. The Bishop Park Pool is closed for the season.

4. Kids Night Out is currently scheduled for October 27th. Our theme is Halloween.

5. Gymnastics sessions are open for registration on Sportsites, classes are starting October1st. Added one new staff member to accommodate the waitlist. We will offer the gymnastics program for a ten-week session. We will also be hosting classes for the Elm Street School Rams Club on Mondays. Began preparations for a three-week camp over the winter break.

6. Developed first draft After School Program Operation Manual. Operations Manuals for Gymnastics and Kids Night Out are being developed. Work continues this project.

7. Youth Tennis has been postponed for the summer. New sessions will start in the fall/winter after High School Tennis has concluded their season.

8. Adult Coed Soccer is at the end of their season. Games are scheduled on Fridays, Saturday, and Sundays at 6pm on field 1. Our season will be complete October 22nd and Playoffs will begin on October 26th. The championship game will be October 29th at 6pm on Field 1.

9. Youth Basketball open gym will be hosted at the Bishop Union High School Gym on Sundays through the month of October.

10. Coed Volleyball is in preparations for an open gym and a potential league. We plan on using the BUHS east gym. More to come as we look at staffing levels.

Parks and Facilities

1. Repairs made to Toro mowers and performed routine maintenance to all mowing equipment.
2. Repairs were made to multiple irrigation leaks at the Community Garden.
3. Daily maintenance of the City Park Pool. Began closeout procedures for winterization.
4. Sprayed weeds at all City facilities.
5. Daily routine of trash and cleaning of restrooms.
6. Cleaned debris from the creek, pond, and fountain.
7. Use of blower on Main Street Mondays and Fridays.
8. Cleanup of leaves and debris at Sunrise Mobile Home Park, City Park, and City parking lots.
9. Seasonal adjustments made to all City irrigation and City Park. Winterization of Irrigation in lawn areas.
10. Staff reductions at the City Parks maintenance as seasons change.
11. Hosted the Community Band on Monday evenings.
12. Installed new paper dispensers in all City Facilities. Installation will continue until old products are cycled out.
13. Hosted Bishop Youth Travel Baseball Clinic on fields 3 and 4. Saturday, October 28th. Prepared fields 3 and 4.
14. Removed and cleaned weeds on the south end of the Community Garden.
15. Field 1 use form Bishop Union High School Soccer has begun, with practices Tuesday and Wednesday.
16. Field 1 use by Bishop Youth Football for playoffs.
17. Fall trimming in the City Park has begun.
18. Installed new Diving Block Platforms for the Bishop Swim Team.

19. Hosted the Wild Iris Walk in the Park on Tuesday, October 24th.

20. Worked with Clair Concrete for installation of new concrete paths at the Pond Gazebo.

21. Worked with Bike Park Group on moving old materials for the Bike Park Area, to facilitate track construction.

22. Contacted potential vendors for carpet cleaning at City Hall and replacement of court room carpet.

Sunrise

1. Daily routine of trash, debris, and inspections.

2. Collected rents and payments for utilities.

3. Weekly routine maintenance of all lawns and common areas.

4. Began planning process of street and sidewalk replacement. Consultant has begun general design. Design is complete. We are seeking funding to complete this project.

5. Conducted winterization of swap-coolers on City owned units.

6. Irrigation repairs and adjustment were made to the Community Building landscapes.

7. Winterization of water connections for all units.

Budget/Administrative

1. Held weekly staff meetings Tuesdays and Wednesdays.

2. Attended by-weekly City Council meetings.

3. Attended weekly Department Head Meetings.

4. Organized all Youth Sports Organizations on the use of Sports-Sites for schedules and games.

5. Communication with Bishop Area Bike Organization, in preparation for installation of the Bike Park. The Bishop Area Bike Organization has provided the Community Services Department with a count of total volunteers and hours worked. The Bishop Bike organization will move forward under the Community Services volunteer

program. Work will begin on phase one Pump-track in the coming weeks. We are working with the group on placement of signage. Work has begun on the youth pump-track. The Group will give an update to the Parks and Recreation Commission in November.

6. The Parks and Recreation Commission meeting is scheduled for October 25th, at 6pm at the Council Chambers, has been canceled, and a Special Meeting is scheduled for November 1st. For discussion at the Special Meeting in the request for naming field 5, Park Facility Use Overview, Playground Replacement Project, BUHS Student Senate update and an update for the Bike Park Group.

7. California Urban Greening Grant has been awarded to the City of Bishop, coordination with the Friends of the Eastern Sierra Community Gardens. The CNRA Agreement and MOU is awaiting signatures.

8. Received the approval for the Game-Time playground Grant. This Grant is vendor specific and will cover a portion of new playground equipment if this vendor is selected for the Playground Replacement Project.

9. Conducted interviews with potential new Program Staff members.

10. Worked with ESCOG to give Mono County City Park Use Data from past years. This data will be used to work with Millpond future use and potential enhancements. The data collected form this presentation will be presented to the Parks and Recreation Commission and the City of Bishop Council.

Highlights:

- City Park Playground Replacement Project.
- Winter Programs.
- Bishop Bike Park update.

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Planning Department Report

October 2023

1. **Downtown Bishop Parkways Project (Whitney Alley):**
    - Collaborated with Stantec Engineers Inc. on value engineering opportunities and geotechnical investigation.

2. **Rezoning Applications and Environmental Reports:**
    - Worked on rezoning applications and environmental reports with the Los Angeles Department of Water and Power (LADWP) for LADWP training facility.
        i. Attended kickoff meeting for a transportation study.
    - Worked on rezoning application proposal for 711 Hammond Street.
    - Worked with Little League on CEQA application for installing lights for athletic fields 2,3,4.

3. **Parking and Land Use Study:**
    - Finalized a scope for the Downtown and Residential Parking Study.
    - Worked with LADWP to identify additional parcels for potential future developments.

4. **Planning Reviews:**
    - Worked with a developer to review the proposal for the hotel at 1190 N Main St, preparing for conditional use application.

5. **Worked on PLHA contract with Mammoth Lake Housing.**

Grant Administration:

1. Prop 68 Green Infrastructure Grant:
    a. Managed the Prop 68 Green Infrastructure Grant, which included reporting, discussions on scope modifications, and financial reports.

Award News:

1. The City of Bishop Specific Plan has received the award of excellence in the State, which was highly competitive and is the highest recognition the California American Planning Association awards.

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City Administrators Report

October 2023

1. Completed negotiations with Inyo County and Sierra Life Flight to execute a contract for EMS in the Bishop area. Also drafted a Cost Share Agreement between the City, Inyo and the Bishop Paiute Tribe to share the cost of EMS.

2. Working to finalize a scope with Wood Rodgers to initiate the effort to develop a strategic plan for City owned properties and a city-wide parking study.

3. Continue to work with LADWP and the Bishop Chamber on acquiring a new site for the Bishop Chamber of Commerce.

4. Met with Staff and a Tribal Council member to discuss wastewater treatment and EMS issues.

5. Restarted the process of recruiting an Administrative Assistant for the fire department.

6. Continue to routinely meet with Adam Perez to discuss LADWP land that can be made available for housing. We also discussed how to utilize vacant lots on Main Street.

7. Continue to meet with Assistant City Attorney Russel Hildebrand and a development group out of Pasadena to develop a plan to move properties acquired from LADWP forward as soon as possible when sale is completed.

8. Continued meeting with each department within the city to discuss strategies to manage their department more efficiently and effectively.

9. Continued to work closely with the Personnel Department, Risk Management and California Joint Powers Authority to manage claims within the city.

10. Met individually with City Council members on a weekly basis.

11. Facilitated weekly Department Heads meetings.

12. Participated in the Bishop Chamber of Commerce Board meetings.

13. Worked closely with Personnel to navigate several personnel issues.

CITY OF BISHOP
CITY COUNCIL MINUTES
SEPTEMBER 11, 2023

1. CALL TO ORDER

Mayor Ellis called the meeting of the Bishop City Council to order at 6:00 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

2. MOMENT OF SILENCE

Mayor Ellis announced a moment of silence.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Kong.

4. ROLL CALL

PRESENT:
Councilmember Kong
Councilmember Schwartz
Mayor Pro Tem Garcia
Mayor Ellis

ABSENT:
Councilmember Muchovej

OTHERS PRESENT:
Deston Dishion, City Administrator
Robin Picken, City Clerk
Dean J. Pucci, City Attorney
Nate Derr, Police Chief
Dan McElroy, Community Services Manager

5. 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.

Rick Klug, a local resident, recited a prayer.

No further public comments were made.

6. PROCLAMATIONS

A. PROCLAMATION – CONSTITUTION WEEK – SEPTEMBER 17 – 23, 2023 – Requested by the Daughters of the American Revolution Palisade Glacier Chapter Constitution Week Chairman Linda Weier.

Item 6A

Council read the proclamation. Daughters of the American Revolution Palisade Glacier Chapter Historian and American History Committee Member Nita Talbot accepted the proclamation on behalf of the Daughters of the American Revolution Palisade Glacier Chapter.

B. PROCLAMATION – HISPANIC HERITAGE MONTH – SEPTEMBER 2023 – Presented by the Bishop City Council.

Item 6B

Council read the proclamation and announced that this proclamation will be posted in City Hall for all to view, and that the community is invited to join a celebration of Hispanic Heritage Month hosted by the City on Saturday, October 7th. The details for this celebration will be announced soon and everyone is invited to attend.

C. PROCLAMATION – CALIFORNIA NATIVE AMERICAN DAY – SEPTEMBER 22, 2023 – Presented by the Bishop City Council.

Item 6C

Council read the proclamation. Bishop Paiute Tribe Chief Programs Officer Kody Jaeger and Tribal Council Member Joyce White accepted the proclamation on behalf of the Bishop Paiute Tribe.

7. PRESENTATIONS

Copy of REVISED Presentation - to be presented by Executive Director Tawni Thomson

A. BISHOP TOURISM IMPROVEMENT DISTRICT (BTID) ANNUAL REPORT – Presented by Bishop Area Chamber of Commerce and Visitors Bureau Executive Director Tawni Thomson.

Item 7A - BTID Report

Item 7A - Attachment 1

Item 7A - Attachment 2

Bishop Area Chamber of Commerce and Visitors Bureau (BACCVB) Executive Director Tawni Thomson and BACCVB marketing consultant Julie Faber reviewed this item with Council.

B. BISHOP AREA CHAMBER OF COMMERCE AND INFORMATION CENTER ANNUAL REPORT ON MARKETING SERVICES – Presented by Bishop Area Chamber of Commerce and Visitors Bureau Executive Director Tawni Thomson.

Item 7B

Bishop Area Chamber of Commerce and Visitors Bureau (BACCVB) Executive Director Tawni Thomson and BACCVB marketing consultant Julie Faber reviewed this item with Council.

After answering all of Council's questions, Council thanked them both for their presentation and report.

8. COUNTY OF INYO UPDATE – Presented by Second District Supervisor Jeff Griffiths.

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

9. DEPARTMENT REPORTS Updates on department activities will be given by the Department Heads and/or their staff.

A. Interim Fire Chief Pat O'Neil

Interim Fire Chief O'Neil was excused from this meeting.

B. Police Chief Nate Derr

Police Chief Derr reported to Council on the 9/11 Stair Climb today at the Tri-County Fairgrounds, an update on the past Labor Day festivities, a dispatch department upgrade, a record retention project update, the arrival of two new replacement vehicles, dispatch academy training for Communications Operator Jahn, a lightning strike near the Police Department tower this past Saturday night which shut down their dispatch center for a few hours but was successfully brought back on line with minimum damage to the system and breaker system, and a Police Department Strategic Plan for the next five years will be presented at a future meeting for Council's consideration.

C. Public Works Director Nora Gamino

Public Works Director Gamino was excused from this meeting.

D. Community Services Manager Dan McElroy

Community Services Manager McElroy reported to Council on the well attended Art in the Park event held during Labor Day weekend, the upcoming fall colors car show in October, soccer at the City Park, received a grant from Game Time/California Parks and Recreation Society to help pay for a portion of a new playground, update on activities at the City Pool and Park, getting ready for irrigation reductions, and placement of a concrete path by the playground at the rear of the park from the main path to the gazebo. Council acknowledged a letter of appreciation received for Recreation Supervisor Waylon Cleland to thank him for all of his good work at the Park and specifically for the management of the City's Dog Park.

E. City Administrator Deston Dishion

City Administrator Dishion reported to Council on an upcoming meeting with County Administrative Officer Greenberg regarding a cost split for emergency medical services, working with Los Angeles Department of Water and Power (LADWP) on a lease for the possibility of relocating the Bishop Area Chamber of Commerce and Visitor Bureau offices to a new building funded by the Chamber on the empty lot next to Holy Smoke BBQ since LADWP can only lease to a government agency like the City of Bishop, working with Assistant Planner Budnyk on work with approved consultants to do a parking study and a study on city owned property for housing, a meeting with LADWP relating to moving their power operations to Wye Road behind the County of Inyo building, the LADWP move to Wye Road may open up land for housing, staff is investigating the short-term rental that was brought up at the Council's last meeting, and thanked Tawni Thomson for the idea to start looking at fractional home ownership.

10. 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.

A. FOR APPROVAL/FILING

1. Expense Account Budget Reallocation, C.O.P.S. Fund

Item 10A.1

2. Letter of Intent to Allow Brookside Estates Mutual Water Company to Consolidate with the City of Bishop

Item 10A.2

B. FOR INFORMATION/FILING

1. Planning Commission Meeting Cancellation Notice – August 29, 2023

Item 10B.1

2. Fire Department Report – August 2023

Item 10B.2

3. Police Department Report – August 2023

Item 10B.3

4. Public Works Department Report – August 2023

Item 10B.4

5. Community Services Department Report – August 2023

Item 10B.5

6. Planning Department Report – August 2023

Item 10B.6

7. Administration Department Report – August 2023

Item 10B.7

No public comments were made.

Motion/Councilmember Schwartz Seconded/Councilmember Kong
Councilmember Schwartz made a motion to approve the Consent Calendar as presented.

Ayes: Councilmember Kong, Councilmember Schwartz, Mayor Pro Tem Garcia, Mayor Ellis
Noes: None
Abstain: None
Absent: Councilmember Muchovej

Motion passed 4-0.

11. NEW BUSINESS

A. RESOLUTION – A PROPOSED RESOLUTION RELATING TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) RECONNECTING COMMUNITIES: HIGHWAYS TO BOULEVARD GRANT – Council consideration to adopt a proposed resolution authorizing the Eastern Sierra Council of Governments (ESCOG) to submit an application for the California Department of Transportation Reconnecting Communities: Highways to Boulevards grant and to provide a letter of support as a co-applicant – Public Works.

Item 11A

City Administrator Dishon reviewed this item with Council.

Public comments were made by:
Caltrans Andrew Besold - spoke in support of this item.
Eastern Sierra Council of Governments (ESCOG) Executive Director Elaine Kabala - spoke in support of this item.

No further public comments were made.

Motion/Mayor Pro Tem Garcia Seconded/Councilmember Kong
Mayor Pro Tem Garcia made a motion to adopt the resolution authorizing the Eastern Sierra Council of Governments (ESCOG) to submit an application for the California Department of Transportation Reconnecting Communities: Highways to Boulevards grant and to provide a letter of support as a co-applicant by title only.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, AUTHORIZING THE EASTERN SIERRA COUNCIL OF GOVERNMENTS TO SUBMIT AN APPLICATION FOR THE CALIFORNIA DEPARTMENT OF TRANSPORTATION RECONNECTING COMMUNITIES: HIGHWAYS TO BOULEVARDS GRANT

Ayes: Councilmember Kong, Councilmember Schwartz, Mayor Pro Tem Garcia, Mayor Ellis
Noes: None
Abstain: None
Absent: Councilmember Muchovej

Motion passed 4-0.

B. CITY HALL SECURITY AND FIRE ALARM SYSTEM UPGRADES – Council consideration to find that the City of Bishop Purchasing Policy 3.24 (F) Emergency Purchases exists, approve the purchase of the security and fire alarm upgrades, and to approve the adjustment amount of $6,377.38 to be allocated to the Community Services Department 2023-2024 016 56029 budget – Community Services.

Item 11B

Community Services Manager McElroy reviewed this item with Council.

No public comments were made.

Motion/Councilmember Schwartz Seconded/Councilmember Kong
Councilmember Schwartz made a motion that Council finds that the City of Bishop Purchasing Policy 3.24 (F) Emergency Purchases exists, approve the purchase of the security and fire alarm upgrades, and to approve the adjustment amount of $6,377.38 to be allocated to the Community Services Department 2023-2024 016 56029 budget.

Ayes: Councilmember Kong, Councilmember Schwartz, Mayor Pro Tem Garcia, Mayor Ellis
Noes: None
Abstain: None
Absent: Councilmember Muchovej

Motion passed 4-0.

C. FIRE CHIEF EMPLOYMENT AGREEMENT – Council consideration to appoint Bret Russell as Fire Chief and authorize Mayor Ellis to execute the proposed Fire Chief agreement – Administration.

Item 11C

City Administrator Dishion reviewed this item with Council.

No public comments were made.

Motion/Mayor Pro Tem Garcia Seconded/Mayor Ellis
Mayor Pro Tem Garcia made a motion to appoint Bret Russell as Fire Chief and authorize Mayor Ellis to execute the proposed Fire Chief employment agreement.

Ayes: Councilmember Kong, Councilmember Schwartz, Mayor Pro Tem Garcia, Mayor Ellis
Noes: None
Abstain: None
Absent: Councilmember Muchovej
Motion passed 4-0.

12. FUTURE AGENDA ITEMS

No requests for future agenda items were made by Council.

13. COUNCIL AND COMMITTEE REPORTS

Council Members reported on meetings and community events that they attended.

14. ADJOURNMENT Monday, September 25, 2023 at 6:00 p.m. Regular Meeting in the City Council Chambers

The Mayor adjourned the meeting at 8:04 p.m. to the City Council Meeting scheduled for Monday, September 25, 2023 at 6:00 p.m. in the City Council Chambers.

_____
Jim Ellis, Mayor

Attest: _____
Robin Picken, City Clerk

CITY OF BISHOP
P. O. Box 1236
Bishop, CA 93515
City Hall – 760-873-5863

September 19, 2023

MEETING CANCELLATIONS

The Bishop City Council Regular Meeting scheduled for Monday, September 25, 2023 has been cancelled.

The Bishop City Council Regular Meeting scheduled for Tuesday, October 10, 2023 has also been cancelled.

The next regular City Council Meeting is scheduled on Monday, October 23, 2023 at 6:00 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

CITY OF BISHOP
CITY COUNCIL MINUTES
OCTOBER 23, 2023

1) CALL TO ORDER

Mayor Ellis called the meeting of the Bishop City Council to order at 5:02 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

2) ROLL CALL

PRESENT:
Councilmember Schwartz
Mayor Pro Tem Garcia
Mayor Ellis

ABSENT:
Councilmember Kong
Councilmember Muchovej

OTHERS PRESENT:
Deston Dishion, City Administrator
Robin Picken, City Clerk
Nate Derr, Police Chief

3) PUBLIC COMMENT - PRIOR TO CLOSED SESSION

No public comments were made.

4) CLOSED SESSION

4.A) Public Employee Performance Evaluation pursuant to Government Code § 54957 – Title: Police Chief

Closed Session began at 5:04 p.m. Closed Session ended at 6:00 p.m.

Councilmember Muchovej joined the City Council Meeting at 5:09 p.m.

Councilmember Kong joined the City Council Meeting at 5:53 p.m.

5) OPEN SESSION

Mayor Ellis called the open session of the Bishop City Council to order at 6:05 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

6) MOMENT OF SILENCE

Mayor Ellis announced a moment of silence.

7) PLEDGE OF ALLEGIANCE - To recognize our veterans and U.S. military service men and women - The VFW 8988 will lead the pledge of allegiance.

The Pledge of Allegiance was led by the VFW 8988.

8) ROLL CALL

PRESENT:
Councilmember Kong
Councilmember Schwartz
Jose Garcia
Councilmember Muchovej
Karen Kong
Mayor Pro Tem Garcia
Stephen Muchovej
Mayor Ellis
Karen Schwartz
Jim Ellis

ABSENT:
None.

OTHERS PRESENT:
Deston Dishion, City Administrator
Robin Picken, City Clerk
Dean J. Pucci, City Attorney
Ethan Aukee, Assistant Finance Director
Pat O'Neil, Interim Fire Chief
Nate Derr, Police Chief
Nora Gamino, Public Works Director
Anastasiia Budnyk, Assistant Planner
Dan McElroy, Community Services Manager

9) PUBLIC COMMENT

Public comments were made by:
Sandra Salazar, Inyo County Women, Infants, and Children (WIC) Director and Registered Dietician, requested that the Council and public complete a community needs assessment survey that is now available on the County of Inyo's website and encourages all to particpate in order to help address the needs of our community.

No further public comments were made.

10) REPORT ON ACTIONS TAKEN IN CLOSED SESSION AS REQUIRED BY LAW

Mayor Ellis announced that no action was taken in closed session.

11) PROCLAMATIONS

11.A) Proclamation - Declaring October 2023 as Domestic Violence Awareness Month in Bishop – Requested by Wild Iris Executive Director Vanessa Hays.

Proclamation Wild Iris DVAM 2023 10 23

Council read and presented the proclamation to Wild Iris Transitional Housing Supervisor Armondo Campos.

12) PRESENTATIONS

12.A) Introduction of California Highway Patrol Captain Chris Hamilton - California Highway Patrol Public Information Officer Torey Michener will introduce California Highway Patrol Captain Chris Hamilton.

California Highway Patrol Public Information Officer Torey Michener introduced himself and California Highway Patrol Captain Chris Hamilton to Council.

12.B) Northern Inyo Hospital Quarterly Update Report – Prepared and presented by Northern Inyo Hospital Chief Financial Officer and Interim Chief Executive Officer Stephen DelRossi.

Bishop City Council Update from NIHD 2023 10 23

A report on Northern Inyo Healthcare District's current activities, programs, and financials was presented to Council by Northern Inyo Hospital Chief Financial Officer and Interim Chief Executive Officer Stephen DelRossi.

12.C) Inyo Mono Advocates for Community Action (IMACA) Update Report - Prepared and presented by IMACA Executive Director Kelly Barceloux.

Bishop City Council Update from IMACA 2023 10 23

A report on IMACA's current activities and recent move to South Street was presented by IMACA Executive Director Kelly Barceloux.

13) DEPARTMENT REPORTS

13.A) Fire Department

Fire September 2023

Interim Fire Chief O'Neil reviewed the Fire Department's written report with Council and reported out on the build of a new Fire Department vehicle, reminded the public to clean their chimneys, and reported that the Fire Department's visit to the local schools and the Fire Department's Open House all went very well.

13.B) Police Department

Police September 2023

Police Chief Derr reported to Council on the Police Department's National Night Out hosted event, the "Trunk or Treat" event (now known as the Festival of Frights) at the Fairgrounds, attended the Fire Department's Open House, visited the schools for school safety month in October, the installation of cameras in the property room, and the launching of a new bike registry and theft protection program this month.

13.C) Public Works Department

Public Works September 2023

Public Works Director Gamino reported to Council on all the good work the public works department employees are doing for the community and continues to provide for the city, the leaf sweeping season news release coming out soon, provided an update on the East Line Street Bridge Project, the Johnston Drive drainage project, the South Warren Street Improvement Project, the Bishop Area Wastewater Authority's land acquisition from Los Angeles Department of Water and Power for waste discharge, and the purchase of a building permit software is moving forward for late spring 2024.

13.D) Community Services Department

Community Services September 2023

Community Services Manager McElroy reported to Council on the Festival of Frights event with over 1,000 in attendance, the fall sports moving into winter sports, the start of a pick-up volleyball league at Bishop Union High School's East Gym, the Wild Iris Awareness Walk at the City Park to honor survivors of domestic violence, a park facilities update, the Park Pond Gazebo Path Extension, the Bishop Swim Team start blocks installation at the City Pool, an update on the front playground equipment project, a bike park update, and thanked Eastern Sierra Council of Governments (ESCOG) for their discussion at their last meeting on collaborative efforts for improvements at Millpond.

13.E) Planning Department

Planning Department September 2023

Assistant Planner Budnyk provided an update to Council on the Whitney Alley Project and the Clean California Grant, reported on the availability of a California Greening Grant, and will seek direction from Council at a future meeting or through the City Administrator.

13 F) Administration Department

City Administrator Dishion reported to Council on a contract for a parking study and a study on City owned property for housing, and since this was City Administrator Dishion's his first day back at work from a two week vacation, he had no further items to report.

CONSENT CALENDAR

Consent calendar items are considered routine matters which may be enacted by one motion and roll call vote. Any item may be removed from the consent calendar and considered separately by City Council.

14) CONSENT CALENDAR FOR APPROVAL/FILING

14.A) City Council Meeting Minutes

DRAFT MINUTES 2023 08 07 Special Meeting

DRAFT MINUTES 2023 08 14

DRAFT MINUTES 2023 08 28

14.B) Budget Report for August 2023 and September 2023

Budget Report for August 2023

Budget Report for September 2023

14.C) Financial Reports for August 2023 and September 2023

Bank Reconciliation Report for August 2023

Combined Cash Report for August 2023

Investment Portfolio for August 2023

Warrant Register Report for August 2023

Bank Reconciliation Report for September 2023

Combined Cash Report for September 2023

Investment Portfolio for September 2023

Warrant Register Report for September 2023

14.D) Budget Adjustment Request, Planning, OPEB/Post Employment Benefits

Cover Page

14.E) Budget Adjustment Request, Finance Department, PERS Employee/Employer

Cover Page

14.F) Budget Adjustment Request, Fire Department, Personnel Expense Accounts

Cover Page

14.G) Budget Adjustment Request, Building, Special Dept. Supplies

Cover Page

14.H) City of Bishop Police Department Strategic Plan 2023-2028 - Item pulled from the consent calendar

Cover Page

Police Department Strategic Plan 2023-2028

14.I) Replacement of Aging Armored Vehicle

Cover Page

14.J) Racial and Identity Profiling Mandate Reimbursement

Cover Page

Professional Service Agreement with Nichols Consulting

14.K) Johnston Drive Drainage Design Task Order

Cover Page

Johnston Drive Drainage Design Task Order

14.L) West Line Street Water Main Replacement Design Task Order

Cover Page

West Line Water Main Replacement Design Task Order

14.M) Downtown Bishop Parkways Project (Whitney Alley) Design Task Order

Cover Page

Downtown Bishop Parkways Project (Whitney Alley) Design Task Order 1

14.N) A Resolution Approving The Eastern Sierra Comprehensive Economic Development Strategy for Alpine, Inyo, And Mono Counties, The Town Of Mammoth Lakes, and The City Of Bishop

Cover Page

A Resolution Approving The Eastern Sierra Comprehensive Economic Development Strategy

Exhibit A_Eastern Sierra Comprehensive Economic Development Strategy

14.O) Granicus Agreement – One-Year Extension 11/12/2023-11/11/2024

Cover Page

Granicus Agreement 2018-2021

Granicus Proposed Agreement 2023/11/12 to 2024/11/11

14.P) A Resolution Relating to Adopting a Records Retention Schedule and Authorizing Destruction of Certain City Records

Cover Page

No. 2023-__ Adopting a Records Retention Schedule Autorizing Destruction of Certain City Records 2023 10 23

EXHIBIT A of Resolution 2023-__ Adopting a Records Retention Schedule 2023 10 23

14.Q) Ratify a Letter of Support for the Laws Railroad Museum's Hometown Grant Application dated 9/25/2023

To Laws Museum_Hometown Grants Letter of Support 2023 09 25

15) CONSENT CALENDAR FOR INFORMATION/FILING

15.A) FY 2022-2023 Grants in Support Final Reports

Cover Page

Bishop Museum and Historical Society

C5 Studios

Eastside Student Center

Inyo Council for the Arts

United Methodist Social Services

15.B) Public Works Building Permit Reports

Building Permit Issued Report August 2023

Building Permit Issued Report September 2023

15.C) Planning Commission Meeting Agendas

Planning Commission Meeting Cancellation Notice for September 26, 2023

Planning Commission Meeting Cancellation Notice for October 24, 2023

15.D) Alcoholic Beverage License Application for 871 N. Main Street, Bishop, California 93514 (Owner: SHOT'S ROADHOUSE INC.)

ABC Application - 871 N. Main St received 2023 09 08

Mayor Ellis announced that Item 14.H will be pulled from the consent calendar, with no objections made by other Council Members.

No public comments were made.

Motion/Councilmember Muchovej Seconded/Mayor Pro Tem Garcia
Councilmember Muchovej made a motion to approve the Consent Calendar with the removal of Item 14.H City of Bishop Police Department Strategic Plan 2023-2028.

Ayes: Councilmember Kong, Councilmember Schwartz, Councilmember Muchovej, Mayor Pro Tem Garcia, Mayor Ellis
Noes: None
Abstain: None
Absent: None

Motion passed 5-0.

16) NEW BUSINESS

16.A) First Reading and Introduction of an Ordinance Approving One-Way Access For Delivery Vehicles Only In The Alley

Cover Page

Attachment A_An Ordinance_One-Way Access for Delivery Vehicles Only in the Alley

Attachment B_Site Map

Assistant Planner Budnyk reviewed this item with Council.

Public comments were made by:
Jordan Rose, Director of the Eastern Sierra Student Center, spoke to a request made for an encroachment permit that would allow the Student Center to have some outdoor space and spoke in support to not allow vehicles to turn into the alley for safety reasons.

No further public comments were made.

Motion/Councilmember Muchovej Seconded/Councilmember Kong
Councilmember Muchovej made a motion to approve the first reading and introduction of an ordinance approving one-way access for delivery vehicles only in The Alley by title only.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, AMENDING TITLE 10, CHAPTER 10.24, APPROVING ONE-WAY ACCESS FOR DELIVERY VEHICLES ONLY IN THE ALLEY

Ayes: Councilmember Kong, Councilmember Schwartz, Councilmember Muchovej, Mayor Pro Tem Garcia, Mayor Ellis
Noes: None
Abstain: None
Absent: None

Motion passed 5-0.

16.B) Set Fiscal Year 2023-2024 Grants in Support Ad Hoc Committee

Cover Page

Fiscal Year 2023-2024 Grants in Support Application

Assistant Finance Director Aukee reviewed this item with Council.

No public comments were made.

Mayor Ellis and Councilmember Kong both volunteered to serve on the Fiscal Year 2023-2024 Grants in Support Ad Hoc Committee with the City Administrator to review all Grants in Support applications received by October 31, 2023 and to make recommendations to the Council at a future meeting. Councilmember Muchovej and Mayor Pro Tem Garcia also volunteered as alternates if needed.

16.C) California Natural Resources (CNRA) Urban Greening Grant Agreement and Memorandum of Understanding (MOU) between the City of Bishop and Friends of the Eastern Sierra Community Gardens

Cover Page

CNRA Urban Greening Grant Agreement

MOU between the City of Bishop and Friends of the Eastern Sierra Community Gardens

Community Services Manager McElroy reviewed this item with Council.

No public comments were made.

Motion/Councilmember Muchovej Seconded/Mayor Pro Tem Garcia
Councilmember Muchovej made a motion to authorize the City Administrator to sign the Agreement with California Natural Resources for the Urban Greening Grant, approve the Memorandum of Understanding between the City of Bishop and the Friends of the Eastern Sierra Community Gardens for the administration of the California Urban Greening Grant, and
approve the increased General Fund revenue and Parks and Recreation expenditures within the Fiscal Year 2023-2024 budget, both in the amount of $138,920.80.

Ayes: Councilmember Kong, Councilmember Schwartz, Councilmember Muchovej, Mayor Pro Tem Garcia, Mayor Ellis
Noes: None
Abstain: None
Absent: None

Motion passed 5-0.

16.D) Cost Share Agreement for Emergency Medical Services

Cover Page

EMS Cost Share Agreement

175541 -REACH-Inyo County EMS INTERIM Agreement October2023-December.2024 (Clean.10.18.23).docx.pdf

City Administrator Dishion reviewed this item with Council. Inyo County Public Health and Prevention Health and Human Services Deputy Director Anna Scott also explained the current situation and the process that the County is going through to obtain current and future Emergency Medical Services in Bishop and throughout Inyo County.

Public comments were made by:
Sierra Lifeflight Program Director Mike Patterson offered to answer any questions Council may have for him and offered to bring back a report from Sierra Lifeflight to Council at one of their future meetings.

No further public comments were made.

After answering all of Council's questions, a motion was made by Mayor Pro Tem Garcia.

Motion/Mayor Pro Tem Garcia Seconded/Councilmember Muchovej Mayor Pro Tem Garcia made a motion to approve the Cost Share Agreement for Emergency Medical Services with Inyo County and the Bishop Paiute Tribe in the not-to-exceed amount of $102,151.

Ayes: Councilmember Kong, Councilmember Schwartz, Councilmember Muchovej, Mayor Pro Tem Garcia, Mayor Ellis
Noes: None
Abstain: None
Absent: None

Motion passed 5-0.

17) FUTURE AGENDA ITEMS

Councilmember Schwartz, with consensus from Council, asked that Community Services Manager McElroy provide Council with an update on the City's parks at a future Council meeting and to also tie in discussions taking place at the Eastern Sierra Council of Governments Joint Powers Authority meetings where they are discussing field space and parks and recreation in general for our region. No further requests were made for future agendas items.

18) COUNCIL AND COMMITTEE REPORTS

Council Members reported on meetings and community events that they attended.

19) ADJOURNMENT

The Mayor adjourned the meeting at 7:57 p.m. to the City Council Meeting scheduled for Monday, November 13, 2023 at 6:00 p.m. in the City Council Chambers.

_____

Jim Ellis, Mayor

Attest: _____

Robin Picken, City Clerk

Agenda Item: 15.B
Date of Meeting: November 13, 2023
Department: Planning

STAFF REPORT

To:	City Council
From:	Ana Budnyk
Subject:	**Second Reading and Adoption of an Ordinance Approving One-Way Access For Delivery Vehicles Only In The Alley.**
Prepared On:	November 8, 2023
Attachments:	Attachment_A_An_Ordinance_One-Way_Access_for_Delivery_Vehicles_Only_in_the_Alley.pdf Attachment_B_Site_Map.pdf

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Background/History:
The City of Bishop has recently received an application for an encroachment permit within the City's right-of-way (ROW) adjacent to the Eastside Student Center, located at 162 W Line St, Bishop, CA 93514. The requested encroachment permit, if granted, would entail a 6-foot extension into the City's alley right-of-way on West Line Street. This particular alley, positioned between South Main Street and South Warren Street, currently facilitates two-way vehicular traffic.

Analysis/Discussion:
It is recommended that the City Council approve the modification of the Unnamed Alley, between West Line Street and 201 South Main Street, to function as a one-way access route, primarily designated for pedestrian and bicycle traffic, while simultaneously preserving essential delivery truck access.

Staff also recommends modification to Unnamed Alley, between West Line Street and Church Street, to function as a one-way access route.

It is proposed that both alleys be included in Chapter 10.24 - "One-Way Streets," Section 10.24.010 - "Designated".

Economic Impacts:
There is no significant economic impact.

Budget Impacts:
City’s funds for 2 signs.

Legal Review:
City Attorney Pucci has reviewed this item and finds that the recommended action complies with the law.

Recommended Action:
Council consideration to approve the second reading and adoption of the proposed ordinance approving one-way access for delivery vehicles only in the alley (by title only).

Approved By: Ethan Aukee 11/8/2023
Approved By: Robin Picken 11/8/2023
Approved By: Dean Pucci 11/8/2023
Approved By:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, AMENDING TITLE 10, CHAPTER 10.24, APPROVING ONE-WAY ACCESS FOR DELIVERY VEHICLES ONLY IN THE ALLEY

WHEREAS, Unnamed Alley, between West Line Street and Church Street, and Unnamed Alley, between West Line Street and 201 South Main Street, APN 0011810700, currently permit two-way vehicular circulation; and

WHEREAS, access to Unnamed Alley, between West Line Street and Church Street, is allowed from West Line Street and Church Street. Access to Unnamed Alley, between West Line Street and 201 South Main Street, is allowed from West Line Street and the parking lot on South Warren Street (APN 0011811800); and

WHEREAS, public vehicular access is granted within Unnamed Alley, between West Line Street and 201 South Main Street; and

WHEREAS, City of Bishop Municipal Code Chapter 10.24 - "One-Way Streets," Section 10.24.010 - "Designated," outlines the streets designated as one-way streets in the City and requires proper signage for traffic control.

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

1. The Unnamed Alley, between West Line Street and Church Street, and Unnamed Alley, between West Line Street and 201 South Main Street, are hereby designated as one-way streets, allowing traffic only in a northward direction, and no vehicle shall move in a direction contrary to this designation.

2. Access to Unnamed Alley, between West Line Street and Church Street, is hereby closed from Church Street. Access to Unnamed Alley, between West Line Street and 201 South Main Street, is hereby closed from West Line Street.

3. Exclusive access for delivery vehicles is granted, for businesses directly adjacent to the alley, and no vehicle unrelated to these businesses shall be allowed to pass through in Unnamed Alley, between West Line Street and 201 South Main Street, from the south edge of the 125 South Main Street property for 165 feet north to West Line Street.

4. Chapter 10.24 - "One-Way Streets," Section 10.24.010 - "Designated" is hereby modified to include:

   E. Unnamed Alley, between West Line Street and Church Street, where no vehicle shall be caused to move in a southerly direction;

F. Unnamed Alley, between West Line Street and 201 South Main Street, APN 0011810700, where no vehicle shall be caused to move in a southerly direction;

6. EFFECTIVE DATE**.** This ordinance shall be in full force and effect thirty (30) days from and after its passage and adoption.

7. 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 _____, 2023.

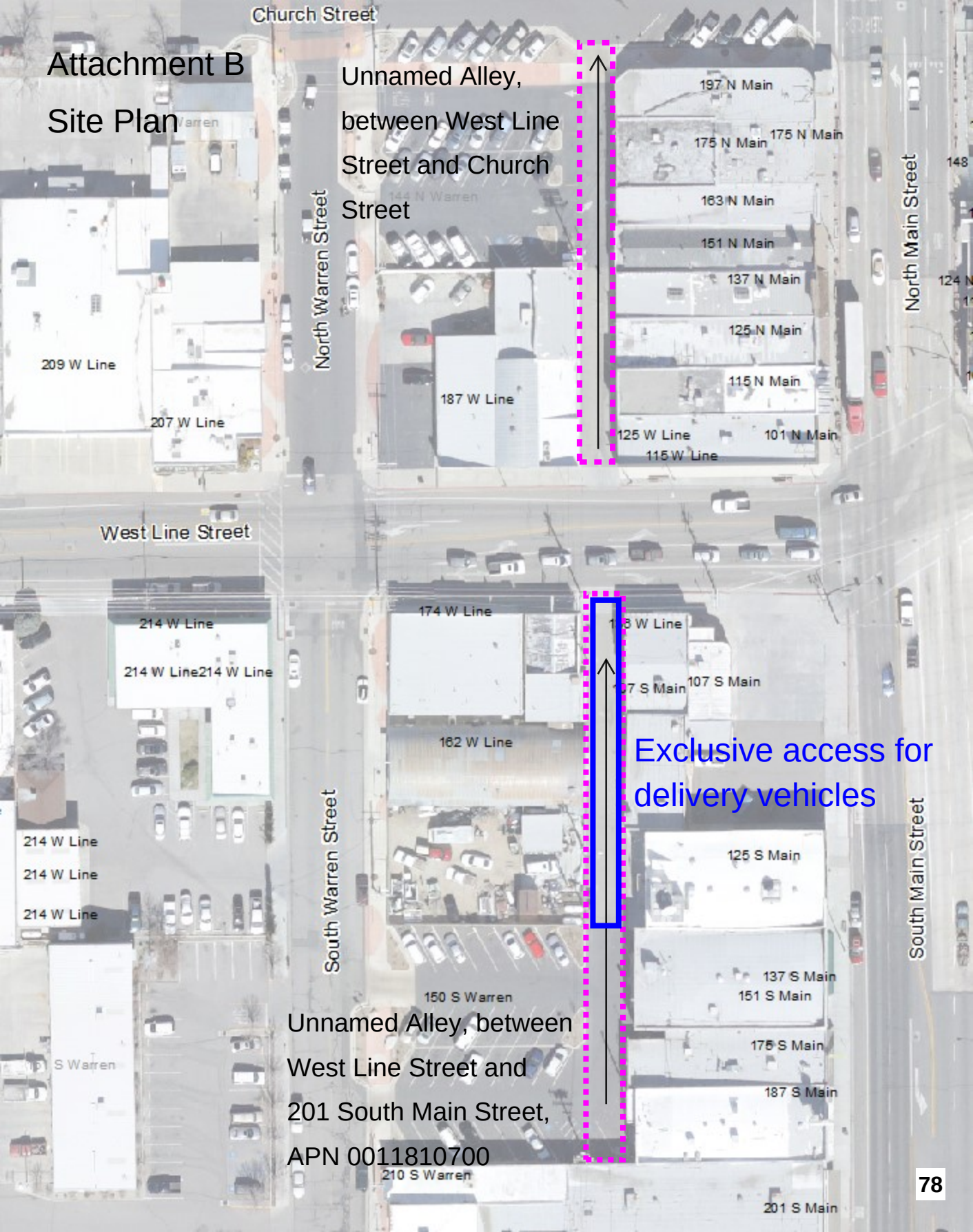
_____

Jim Ellis, Mayor

Attest:

By: _____

Robin Picken, City Clerk


Attachment B
Site Plan
Unnamed Alley, between West Line Street and Church Street
Church Street
North Warren Street
North Main Street
West Line Street
South Warren Street
South Main Street
Exclusive access for delivery vehicles
Unnamed Alley, between West Line Street and 201 South Main Street, APN 0011810700
209 W Line
207 W Line
187 W Line
197 N Main
175 N Main
163 N Main
151 N Main
137 N Main
125 N Main
115 N Main
125 W Line
115 W Line
101 N Main
214 W Line
174 W Line
162 W Line
107 S Main
125 S Main
137 S Main
151 S Main
175 S Main
187 S Main
150 S Warren
210 S Warren
201 S Main

CITY OF BISHOP
FIRE DEPARTMENT

Deputy Fire Chief

DEFINITION

Under general direction of the Fire Chief, performs highly responsible administrative and operational work, responsible for strategic public safety/emergency services activities. This position functions as second-in-command of the fire department and acts on behalf of the Fire Chief in the Chief's absence or at the Chief's direction. Assists the Fire Chief with complex supervisory, administrative, and professional work in the operations of the department. Work includes planning, organizing, actuating, and controlling all day-to-day functions of the Department, including supervising fire operations, emergency medical services, communications, information technology, logistics, apparatus and facilities maintenance and procurement, and emergency management /homeland security. Responds to emergencies as a command officer, duty chief or first responder. Performs duties in a manner consistent with the stated values of the organization.

SUPERVISION RECEIVED AND EXERCISED

- Receives administrative direction from the Fire Chief.
- Exercises direct supervision over department paid and volunteer personnel.

EXAMPLE OF DUTIES

Duties may include, but are not limited to, the following:

- Supervises personnel. Assigns and plans work of others. Establishes performance standards, coordinates activities, and allocates personnel. Makes decisions and recommendations related to staffing, performance, finances, and training. Ensures compliance with applicable personnel guidelines and department policy.
- Develop and implement policies, goals, objectives, and priorities for the Fire Department; enforce department rules and regulations.
- Plan, direct, coordinate, evaluate, organize, and supervise the departmental operations of fire suppression, fire prevention, rescue, investigation, emergency preparedness, and related activities.
- Responds to emergencies and personally direct emergency response activities utilizing the incident command system.
- When called upon, serves as the City and District’s representative in the incident command structure.
- Direct and conduct fire loss investigations to determine cause and origin; collect evidence; refer cases to appropriate outside agency as necessary.
- Conduct fire prevention inspections; respond to complaint calls and fire hazard reports.
- Enforce fire codes; sign requests for fire inspection of buildings; participate in inspections.

- Coordinate and direct the provision of departmental support services of station and equipment maintenance; maintain departmental efficiency and effectiveness.
- Ensure the coordination and administration of staff training as required by law.
- Prepare a variety of technical and departmental activity reports and records.
- Participate in the preparation and administration of the Bishop Rural Fire Protection District annual budget.
- Participate in the preparation and administration of the City of Bishop Fire Department annual budget.
- Attend and give reports to various partner agency meetings as a representative of the Bishop Fire Department.
- Conduct department business meetings, drills, and work nights; critique fires and note potential improvements; review and present new member applications.
- Respond to complaints and requests for information.
- Represent the Bishop Fire Department in relationships with the public, community groups, media, and outside agencies; participate in the conduct of department fund raisers.
- Coordinate Fire Department activities with City and County departments and other outside agencies.
- In addition to the executive duties of the position, the Deputy Fire Chief will be expected to respond to incidents and should maintain an appropriate level of physical fitness.
- Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Advanced principles, practices, methods, and techniques of modern fire prevention and suppression activities and investigation techniques.
- Operation, maintenance, and uses of firefighting apparatus and equipment.
- Chemical and related components of a wide variety of flammable and explosive materials and objects.
- Applicable laws, rules, regulations, ordinances, and codes pertaining to fire prevention, inspection, and suppression.
- Principles and practices of organization, business administration, and personnel management.
- Working knowledge of organization and management of a volunteer fire department.
- First aid and rescue techniques

Ability to:

- Ability to function as second in command of Fire department in the absence of or as directed by the Chief.

- Ability to establish and maintain effective working relationships and function in a team.
- Plan, direct, organize, and participate in fire prevention, suppression, and support activities.
- Supervise and train personnel.
- Formulate and administer sound departmental policy.
- Ability to maintain composure and work effectively in emergency situations.
- Foster and Promote Esprit de corps.
- Speak effectively to public organizations, media, council, boards, constituents, and at public meetings.

EXPERIENCE AND TRAINING GUIDELINES

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

- The ideal candidate should have ten years of broad and extensive work experience in all major functions of a fire department and at least three years in a progressively responsible position of captain or higher. Experience and tenure in a volunteer fire department is highly desirable.
- Candidate should have a minimum of 1 year of paid experience at a Captain level or higher.
- Must be a Nationally registered Emergency Medical Technician (EMT).
- Candidates with certificates, specialized training, college courses taken, and/or experience in Fire Sciences preferred.
- Possess a strong working knowledge of the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).
- Possession of, or the ability to obtain within 6 months, a valid Class B California Driver's License or Class C with Firefighter endorsement. Driver operator 1A/1B preferred.
- The Deputy Fire Chief will reside in a location conducive to response times comparable to generally accepted industry standards.

PHYSICAL, MENTAL AND EMOTIONAL REQUIREMENTS

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

- While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to stand, walk, use hands to finger, handle, or operate objects, controls, or tools listed above; reach with hands and arms, climb or balance, stoop, kneel, crouch, or crawl, and taste or smell.

- The employee must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here and in the job analysis are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee frequently works in outside weather conditions, which may include extreme cold, windy and other wintery conditions. The employee occasionally works near moving mechanical parts and in high, precarious places; and with explosives and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration. The noise level in the work environment is usually moderate.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference checks, background checks; job related testing may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. An employee may be required to perform other reasonable duties as assigned by management. The City reserves the right, with the concurrence of the department head, to revise or change classification duties and responsibilities as the need arises and as consistent with the meet and confer process.

The job description does not constitute an employment agreement between the employer and employee.

Approved by Council:

Agenda Item: 16.A
Date of Meeting: November 13, 2023
Department: Administration

STAFF REPORT

To:	City Council
From:	Ethan Aukee
Subject:	**Services Agreement Between the City of Bishop and Inyo Council for the Arts**
Prepared On:	November 7, 2023
Attachments:	Inyo Council for the Arts Services Agreement

Background/History:
The City of Bishop has engaged with Inyo Council for the Arts (ICFTA) to render professional services related to City's visitor attraction, marketing, branding, and visitor experience.

Analysis/Discussion:
The Agreement spans a term of November 1, 2023 through June 30, 2024, with an option to extend the term of the Agreement for up to one additional year by written mutual agreement.

Economic Impacts:
Economic impacts are described in Exhibit A of the Agreement.

Budget Impacts:
The budgetary impact of the Agreement is a 2023-2024 fiscal year expenditure in the amount of $25,000. This expenditure was included within the approved budget (001-019-52130, Economic Development).

Legal Review:

Recommended Action:
Approve for information and filing.

Approved By: Robin Picken 11/7/2023
Approved By:
Approved By:
Approved By:

SERVICES AGREEMENT BETWEEN THE CITY OF BISHOP AND INYO COUNCIL FOR THE ARTS

1. PARTIES AND DATE.

This Agreement is made and entered into effective November 1, 2023, by and between the City of Bishop, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 377 W. Line Street, Bishop, California, 93514 ("City") and Inyo Council for the Arts, a California corporation, with its principal place of business at 150 Willow Street, Bishop, CA 93514, ("Contractor" or "ICFTA"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of City's tourism attraction, marketing and branding services, required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing said professional services and is familiar with the goals of the City in this regard.

2.2 Project.

City desires to engage Contractor to render such professional services related to City's visitor attraction, marketing, branding, and visitor experience as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services related to visitor attraction, marketing, branding, public relations and visitor experiences ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Exhibit "B" sets forth the deliverables under the scope of work which will be reviewed annually by the parties and updated by written mutual agreement.

3.1.2 Term. The term of this Agreement shall commence on November 1, 2023 and terminate June 30, 2024. The City and ICFTA may agree to extend the term of this agreement for up to one additional year by written mutual agreement. Notwithstanding the foregoing, this Agreement may be terminated as provided herein.

3.2 Responsibilities of Contractor.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or those under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. The key personnel for performance of this Agreement are as follows: Executive Director and the Board of Directors.

3.2.3 City's Representative. The City hereby designates the City Administrator or designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City but not the authority to change the total compensation due to Contractor under this Agreement. Any official communication from the City of Bishop with respect to the performance of this contract by the Contractor must come from either the City Administrator or the City Council, and no other party.

3.2.4 Contractor's Representative. Contractor hereby designates a Board Member, or his/her designee, or the executive director as may be filled during the term of this agreement, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement at the direction of the ICFTA Board. The Contractor's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.5 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.6 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of

California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein.

3.2.7 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations

3.2.8 Insurance:

3.2.8.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.8.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than $1,000,000 per occurrence and no less than $2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities

shall be in an amount of not less than $1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability: Professional Liability insurance with minimum limits of $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.8.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

(A) The policy or policies of insurance required by Section 3.2.8.2(A), Commercial General Liability shall be endorsed to provide the following:

(1) Additional Insured: Contractor agrees to endorse the third party general liability coverage required herein to include as additional insured the City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 1985. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the Services contemplated by this Agreement to do likewise.

(2) Cancelation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancelation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) The policy or policies of insurance required by Section 3.2.10.2(8) Automobile Liability, and Section 3.2.8.2(D) Professional Liability, shall be endorsed to provide the following:

(1) Cancelation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancelation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) The policy or policies of insurance required by Section 3.2.8.2(C), Workers' Compensation, shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(2) Cancelation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancelation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.8.4 Primary and Non-Contributing Insurance. All insurance coverage shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.8.5 Waiver of Subrogation. Required insurance coverage shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.8.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies did not contain a deductible or self-insured retention.

3.2.8.7 Evidence of Insurance. Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is canceled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancelation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.8.8 Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement. In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.8.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line

brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.8.10 Insurance for Subcontractors. All subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the subcontractor's policies. Contractor shall provide to City satisfactory evidence as required under Section 3.2.8.1 of this Agreement.

3.2.9 Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3 Fees and Payments.

3.3.1 Compensation. The City will provide to Contractor compensation under the terms and conditions as provided for in Exhibit "C". If this Agreement is extended, Exhibit "C" will be updated each fiscal year to reflect the current year compensation for ICFTA.

3.3.2 Reserved.

3.3.3 Reimbursement for Expenses. The compensation provided for in this Agreement constitutes the total compensation to be provided to Contractor. Contractor shall not be granted additional reimbursement for any expenses.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work to be agreed upon in writing between the parties in exchange for additional compensation to be agreed upon between the parties. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the agreed upon task, service or project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been actually rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause, which shall consist solely of a breach by City that remains uncured following sixty (60) days notice from Contractor to City specifying the nature of the alleged breach. Contracts entered into by Contractor which are supported by funds provided under this Agreement, which are consistent with the purposes of this Agreement, and for which the project or service was approved through the a public process approved by Contractor's Board of Directors and for which funds were allocated shall continue to be funded by the City to the extent possible, subject to the availability of funding and ability for the City to assume the contractual obligations, through what would otherwise have been the expiration date of this Agreement if this Agreement is terminated without cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Replacement Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: Inyo Council for the Arts
150 Willow Street
Bishop, CA 93514
ATTN: Executive Director

City: City of Bishop
377 W Line Street
Bishop, CA 93514
ATTN: City Administrator

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at

its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential.

3.5.3.3 Confidential Information. The City shall refrain from releasing Contractor's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Contractor of its intention to release Proprietary Information. Contractor shall have five (5) working days after receipt of the Release Notice to give City written notice of Contractor's objection to the City's release of Proprietary Information. Contractor shall indemnify, defend, and hold harmless the City, and its officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (I) Contractor fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release: and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Brown Act, Public Records Act, Conflict of Interest and Harassment Training and Compliance. At all times during the term of this Agreement Contractor's board of directors shall comply fully with the Ralph M. Brown Act, Government Code Section 54950 et seq. Contractor's obligation hereunder shall not be limited to complying with the Brown Act with respect to the Services, but rather such obligations shall apply to all activities of Contractor and/or its board during the term of this Agreement. Contractor shall comply with the California Public Records Act (PRA) (Government Code Section 6250 et seq). Contractor shall comply with the provisions of the Political Reform Act and the related regulations adopted by California Fair Political Practices Commission, including without limitation the provisions and regulations concerning conflicts of interest. Specific conflict standards for the Board and Staff will be defined in an adopted conflict of interest policy. Contractor's management staff and board shall attend similar harassment and ethics training as required of elected officials at least every two years and within six months of taking on their respective position. Contractor staff and board will attend similar harassment training as required of City elected officials and staff, by attending City or, other governmental agency sponsored training or similar online training program. Documentation of training will be maintained by the contractor. MLT shall notify the City Clerk of any Board vacancy and the name(s) of all new Board members. The City, with costs funded from the Tourism Reserve as provided for in Exhibit C will provide clerking support services to include preparation of agendas, clerking meetings, preparing minutes and coordination of compliance with the above laws and similar support for standing committees that are subject to the Brown Act. All of Contractor's public meetings shall be held in the City Council Chambers and broadcast though the Granicus system, which may include cable TV government channel broadcasting, unless there is a conflict for meeting space and meetings cannot be rescheduled.

3.5.5 Reserved

3.5.6 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.7 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.8 Indemnification.

3.5.8.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses.

3.5.8.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense, and risk, any and all claims, suits, actions, or other proceedings of every kind covered by Section 3.5.8.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

3.5.9 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.10 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in InyoCounty.

3.5.11 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.12 City's Right to Employ Other Contractors. City reserves the right to employ other Contractors.

3.5.13 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.14 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.15 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of

reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.16 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.17 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.18 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.19 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.20 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.21 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.22 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.5.23 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and

authority to make this Agreement and bind each respective Party.

3.5.24 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 To the extent that Contractor subcontracts any portion of the work required by this Agreement, each such subcontract shall contain a provision making it subject to all relevant provisions stipulated in this Agreement.

CITY OF BISHOP

By: _____
City Administrator

INYO COUNCIL FOR THE ARTS

By: _____
Executive Director or Board Member

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Please see attached funding request from Inyo Council for the Arts.

Name of Organization

Inyo Council for the Arts

Contact Information (Phone Number)

(760) 873-8014

Organization Description (please describe what your organization does and some key events or projects)

Inyo Council for the Arts believes that art enriches lives, creates a language that connects all people, celebrates diverse cultures and historical heritages, and helps to build strong and vibrant communities. ICA takes pride in the quantity and quality of programs we provide. We offer programs countywide, year-round, and free of charge when possible, in keeping with our goal of accessibility and engagement for all.

Our annual events and programs include:

- Year round art gallery
- Ongoing school arts programming held each school year in every district in the county
- Year round after school and summer art classes for students, including our juvenile detention and alternative schools
- Facilitation of countywide Poetry Out Loud competition each school year
- Multiple music assemblies for students featuring multicultural music performances from around the world
- A series of Community Arts Days throughout Inyo County that provide a day of free and fun art to our communities, typically in the spring and fall each year
- Three day Millpond Music Festival each September
- The Labor and Memorial Day Arts and Crafts Shows
- Community Reads program, typically February-March

Amount of Funding requested

25,000

Will the funding be used for a specific project or general operating costs?

General Operating

Briefly describe the project you are requesting funds for and how it benefits the City of Bishop (Economic, Community Development, Historical Preservation?) You may continue on a second page, but please limit response to two pages.

As the foremost arts and culture resource in Inyo County, ICA's mission is to provide arts programs to all residents. Support for our general operating costs would allow us to continue to simultaneously provide support for our community and enhance visitor experience, as well as spread our mission of arts engagement for all.

We make every effort to hire local performers and to invite regional food and art vendors to participate in our events. The Millpond Music Festival and our Arts & Crafts Shows, among other events, also bring numerous visitors and vendors from outside the area to Bishop specifically for those events. Our programming efforts support and stimulate the local economy and aid in community development through increased accessibility to the arts. We provide many opportunities for artists to generate revenue, which in turn generates sales and TOT tax for the area.

We maintain a year round gallery and theater space in Bishop. Our gallery shows and popular holiday show provide space for Inyo County artists to show and sell their work. ICA also participates in the annual Chocolate Art Walk and Street of Lights celebration in Bishop. In addition to supporting local artists for these events, we also contributed all funds to provide live music during the Chocolate Art Walk.

We host the Banff Mountain Film Festival each March at the Tri-County Fairgrounds and invite local organizations to host a booth at the event.

Our 2019 Community Reads program kicked off with a free event in Bishop that included a dinner, a raffle, a used book exchange, and art activities. Community Reads events this year consisted of a bookmark design contest, live streams from the Museum of Tolerance of Holocaust survivors' stories, movie screenings of *The Book Thief*, and two "Family Art and Story Time" sessions with Barry Simpson, the Inyo County Superintendent of Schools.

We also provide support for community organizations, businesses, and events through use of our space and equipment. Organizations that have used our space in the last year include Altrusa, Friends of the Inyo, Eastern Sierra Land Trust, Amargosa Conservancy, Palisades Glacier High School, and the Bishop Area Climbers Coalition. We also offer our space to Playhouse 395 for use as a box office each spring and for ongoing Zumba fitness and Yoga classes. Organizations and businesses that have recently rented our sound system and stage include Caltrans, Bishop Sunrise Rotary, Serrano Fine Art, and the American Alpine Club. We continue to host community art classes and concerts in our theater space as well.

Since 2017, we have presented a series of Community Art Days in four Inyo County communities, including Bishop. We invite local artisans and food vendors from each individual community to participate free of charge. These events provide a fun and free day of arts and crafts activities, dance and music workshops, and live music to residents.

ICA facilitates successful arts programming in every school district in Inyo County. Our programs engage 100% of Inyo County students and include a classical music program, an art docent program, numerous Community Reads events, the annual student art show in our gallery, and facilitation of our county's Poetry Out Loud competition. For many, these programs are their only opportunity to participate in arts and culture experiences not otherwise available in our isolated communities.

Our Millpond Music Festival continues to attract visitors from around the state and bring a robust selection of music from around the world to the Bishop area. In addition to quality

professional music on the main stage and in the workshop tent, the festival also hosts regional artist booths and food vendors. We admit Inyo and Mono County students through grade 8 free of charge, and we provide cultural in-school performances by our visiting artists to schools throughout the county. We offer free tickets to all Native American Tribes in our county and to clients of differing abilities from Progress House in Bishop.

We continue to present the annual Memorial and Labor Day Arts & Crafts Shows in the Bishop City Park, supporting artists and offering discounted booth space to nonprofits and senior citizens. These shows add an art component to existing events by others that support tourism. Admission is free, and we provide entertainment throughout the weekend. Inyo Council for the Arts pays the City of Bishop directly for use of the park, fees paid in 2018 were $3040.

We are grateful to the City of Bishop for support of all of our programs and events.

Will the project or organization fail without the requested funding?

NO. The organization would not fail, but loss of city funding would hamper our ability to provide arts programming to both locals and visitors alike.

Are there any environmental or safety concerns/impacts with the proposed project?

N/A

EXHIBIT "B"

COMPENSATION

This exhibit will be updated annually based on the City budget. The City will provide updated Exhibit B by July 1 of each year.

Section 1: Payments and Financial Accounting and Reporting

(a) Funding Amount for FY 2023-24: For FY 2023-24, Contractor shall receive $25,000 and the City shall make two payments to Contractor as provided below. If this Agreement is terminated prior to the end of a quarter for which payment has been made, Contractor shall refund to City a prorated amount for the remainder of the quarter, in accordance with the termination provisions of the agreement.

ICFTA Payments FY 2023-24

January 1, 2024	**$12,500**
June 30, 2024	**$12,500**

(b) In the event that this Agreement is extended, ICFTA may carry over not more than 15% of the payments received from City in one fiscal year to the next fiscal year to assist in meeting cash flow needs of ICFTA. A carryover of any amount in excess of 15% from one fiscal year to the next requires City approval prior to August 31st and requires the specific use of such funds to be defined and made a part of the deliverables provided for in this Agreement. To the extent ICFTA performs an unapproved carryover of funds, City shall retain funds that would otherwise be due to ICFTA in the following fiscal year, in an amount equal to the unapproved carryover. Any such funds retained by the City shall be used for tourism-related purposes as determined in the City's sole discretion. ICFTA will provide a proposed budget to the City in May of each fiscal year. In addition to withholding funds as a result of an unapproved carryover, the City may at its sole discretion reduce funding in future years if uncommitted reserves exceed 25% of the payments made by City to ICFTA in any fiscal year.

(c) By January 30th of each year, ICFTA will provide to the City an accounting, plus a copy of any audit, of expenditures showing the use of City provided funding for the previous fiscal year, July 1 to June 30.

(d) Funds received from non-City sources shall be identified and accounted for separately. Separation of sources and uses of funds is necessary to provide accounting of the use of restricted funds in compliance with any restrictions placed on funding.

Section 2: The City may in its sole discretion provide additional funding to ICFTA in amounts approved by a resolution of the City Council. The resolution will set forth the purpose of the funding, the source, any restrictions, and other matters relating thereto.

Section 3. In the event ICFTA ceases to operate or exist, all unexpended City funds held by ICFTA shall be returned to the City.

CITY OF BISHOP

377 West Line Street - Bishop, California 93514
Post Office Box 1236 - Bishop, California 93515
760-873-8458 publicworks@cityofbishop.com
www.cityofbishop.com

Small Town with a Big Backyard!

Building Fees Collected: $12,527.35

Department of Public Works
Building Permits Issued

10/2023

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
Commercial					
10/10/2023	Glen & Pam Knowles 621 West Line Street Darin Garrett / Jakes Roofing	Polyurethane Foam Roof	$80,000.00	$22.40	$4.00
10/11/2023	The Salvation Army 137 South Main Street Specialty Trim & Awning, Inc.	Awning	$7,912.50	$2.22	$1.00
10/1/2023	Cielo aka La Quinta 651 North Main Street Integrity Cabling Systems, Inc.	Fire Alarm System	$3,000.00	$0.00	$0.00
10/4/2023	McDonald's Corporation 562 North Main Street CCK Builders, Inc.	Damaged Structure	$20,000.00	$5.60	$1.00
10/5/2023	Cindy Flores 125 East Line Street Aris Electric LLC.	Add Subpanel	$1,200.00	$0.50	$1.00
10/5/2023	Aton Setty 796 West Line Stret Owner - Builder	Repair Roof/Partial Re-Roof	$33,000.00	$9.24	$2.00
10/10/2023	Randy Gillespie 174 S. Main St. Bishop, CA Darin Garrett / Jakes Roofing	Polyurethane Foam Roof	$118,250.00	$33.11	$5.00
10/10/2023	VP Custom Investments 298 North Main Street Darin Garrett / Jakes Roofing	Polyurethane Foam Roof	$85,000.00	$23.80	$4.00
10/12/2023	Aaron Schat 369 East Pine Street Rudolph Construction	Demo ceiling, wall drywall, insulation, due to water damage	$10,000.00	$2.80	$1.00

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
10/10/2023	Calvary Chapel 125 South Main Street Eastern Sierra Propane	Removing gas lines, supporting gas lines & meters	$100.00	$0.50	$1.00
		Commercial Totals	**$358,462.50**	**$100.17**	**$20.00**
Residential					
10/26/2023	Genaro Lopez 429C Mandich Street	Reroof	$10,000.00	$1.30	$1.00
10/17/2023	Janet Reeling 152-148 Fulton Street Lopez Roofing	Reroof	$12,500.00	$1.30	$1.00
10/4/2023	Dayna Stimson / Isaac Kreisma 380 Clarke Street Saul Odeja	Garage with studio workshop.	$85,000.00	$10.40	$4.00
10/5/2023	Becky Pierce 375 Willow Street Aris Electric LLC.	Electrical Permit	$1,500.00	$0.50	$1.00
10/18/2023	Elise McMasters 587 Hammond Street Highpoint Solar	Solar	$12,500.00	$1.63	$1.00
10/19/2023	Andrew Bruck 387 West Elm Street Bishop Heating and Air, Inc.	HVAC	$8,944.29	$1.30	$1.00
10/3/2023	Carol Mason 389 West Yaney Street Lopez Roofing	Re-Roof	$11,200.00	$1.30	$1.00
10/2/2023	Colleen and Tony McEvoy 292 East Pine Street Berger Solar Electric, LLC.	Install Roof Mounted Solar PV SYstem	$43,135.00	$5.61	$2.00
10/30/2023	Steve Elia 458 Short Street	Garage Conversion to ADU	$15,000.00	$1.95	$1.00
10/23/2023	Steve White 187 Johnston Drive Bishop Heating and Air, Inc.	New Furnace	$7,291.00	$1.30	$1.00

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
10/25/2023	Andrew Bruck 387 West Elm Street Airs Electric LLC	Panel Upgrade	$2,500.00	$0.72	$1.00
10/10/2023	Missy Motley 587 Lagoon Street Manor Stove Works	Wood Stove	$7,035.69	$0.91	$1.00
		Residential Totals	**$216,605.98**	**$28.22**	**$16.00**

Building Fees Collected:
$12,527.35

CITY OF BISHOP

PARKS AND RECREATION COMMISSION
MEETING CANCELLED

City Council Chambers - 301 West Line Street - Bishop, California
WEDNESDAY, OCTOBER 25, 2023 - 6:00 PM

Meeting Cancellation Notice
This scheduled meeting for the Parks and Recreation Commission has been cancelled.

CITY OF BISHOP

PARKS AND RECREATION COMMISSION
SPECIAL MEETING

City Council Chambers - 301 West Line Street - Bishop, California
WEDNESDAY, NOVEMBER 1, 2023 - 6:00 PM

NOTICE TO THE PUBLIC: Please be advised this meeting is accessible to the public in person, or on the City of Bishop website. Individual Parks and Recreation Commissioners may participate remotely in accordance with applicable open meeting law requirements. In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in this meeting, please contact the Community Services Administrative Assistant at 760-873-5863 Extension 121. Notification at least 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].

The public is encouraged to participate or observe this meeting by:

1. Attending this meeting in person at the City of Bishop City Council Chambers located at 301 West Line Street in Bishop, California.
2. Observing this meeting live from the City of Bishop at https://www.cityofbishop.com/government/parks_and_recreation_commission

Public Comments may be made:

1. In person: Live at the meeting. Members of the public desiring to speak on a matter appearing on the agenda should ask the Commission Chair for the opportunity to be heard when the item comes up for Commission consideration. Comments for all agenda items are limited to a speaking time of three minutes.
2. In writing: Please email publiccomment@cityofbishop.com and write "Public Comment" in the subject line. In the body of the email, include the item number and/or title of the item as well as your comments. All comments must be received by 4:00 p.m. to be emailed to the Parks and Recreation Commission members and included as an attachment under the Agenda's Item Number as "Public Comment" prior to the meeting. You may also hand deliver public comments to the City drop/payment box located at the Church Street entrance to City Hall on or before the deadline noted above.

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.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. **ROLL CALL**

4. **APPROVAL OF MINUTES**

5. **PUBLIC COMMENT**

6. **CORRESPONDENCE**

7. OLD BUSINESS

   a. Bishop Bike Park Update

8. NEW BUSINESS

   a. Bishop Union High School Student Senate - Presentation/Discussion regarding activities for teens
   Recommended Action: Commission review and discussion for staff direction

   b. Field 5 - Name change proposal
   Recommended Action: Commission review and direction to staff for Council approval
   qmurphy rendition

   c. Front Park Playground Project
   Recommended Action: Commission review and staff direction for Council Approval
   City Park 2-5 Playground Option 1A Proposal

   d. Field Usage Report
   Recommended Action: Commission review
   Facility usage 22.23

9. STAFF REPORT(S)

   a. Park, Programs and Facilities update

10. **NEW BUSINESS ITEMS FROM THE COMMISSION**

11. **ADJOURNMENT**

The next meeting date scheduled for November 22, 2023 has been cancelled due to the upcoming Thanksgiving holiday. The next scheduled meeting date is December 27, 2023 at 6:00pm in the City Council Chambers, 301 W. Line St. Bishop, CA

Agenda Item: 17.A
Date of Meeting: November 13, 2023
Department: Planning

STAFF REPORT

To: City Council

From: Ana Budnyk

Subject: **City of Bishop Parking Demand and Land Use Study**

Prepared On: November 8, 2023

Attachments: TO_2_Parking Demand and Land Use Study Draft

Background/History:
The Bishop Specific Plan has pinpointed opportunity lots for development that can serve as catalysts for growth, addressing the crucial objectives of increasing housing and fostering economic development. Besides identifying vacant and underutilized land, additional development opportunities could be found by assessing parking demand.

Specific Plan also proposed a reimagining of parking in the Mixed-Use Overlay Zone through the implementation of a Parking Fee-In-Lieu program. Notably, the City has received a housing development project intending to pay parking in-lieu fees once the program and associated fees are established.

Analysis/Discussion:
The study's goals are to assess existing parking usage, propose parking management strategies, and consider the potential development of opportunity parcels for residential and city facility expansion. Key objectives include addressing parking needs, enhancing walkability, examining paid parking options, identifying opportunities for development and facility expansion, and implementing policies for new developments in the Downtown Mixed-Use Zone, including Fee-in-Lieu and ADA parking.

The Parking Fee-In-Lieu program can facilitate new development by reducing costs, encouraging shared parking, improving urban design, supporting historic preservation, and allowing the development of sites that cannot physically accommodate previously required parking.
This study aims to assess maximum in-lieu parking stalls amount for potential new residential developments and conduct cost analysis for parking and mobility improvements, identify relative case studies, and propose in-lieu fee recommendations.

The project is planned to have extensive outreach, including establishing a Technical Advisory Committee (TAC) that would help inform data analysis, opportunities, and constraints.

Economic Impacts:
Unknown

Budget Impacts:
This item is substantially included in the FY 2023/2024 budget expense account 023-000-55026 (Property/Housing Development Fund, Contract Services) for $150,000.00; however, the cost exceeds the budgeted amount and will be corrected in a mid-year budget adjustment.

Legal Review:
City Attorney Pucci has reviewed this item and finds that the recommended action complies with the law.

Recommended Action:
Council consideration to approve the Planning Department to execute the City of Bishop Parking Demand and Land Use Study under the provisions of the As Needed, On-Call Civil Engineering Service Agreement between the City of Bishop and Wood Rogers Inc. that was executed on July 1, 2023 with a not-to-exceed amount of $154,140.

Approved By: Ethan Aukee 11/8/2023
Approved By: Robin Picken 11/8/2023
Approved By:
Approved By:

CITY OF BISHOP

377 West Line Street - Bishop, California 93514
P. O. Box 1236 - Bishop, California 93515
City Hall 760-873-5863 Public Works 760-873-8458
Fax 760-873-4873

Wood Rogers, Inc. Task Order 2
for As Needed On-Call Engineering and Surveying Services

Date: November 13, 2023
Consultant: Wood Rogers Inc.
Contract No: WR TO 2
Project Title: City of Bishop Parking Demand and Land Use Study
Not to Exceed Fee: $154,140

A. PROJECT DESCRIPTION AND BACKGROUND INFORMATION

The City of Bishop sought a proposal from Wood Rogers, Inc. for a Parking Demand and Land Use Study. The goals are to assess existing parking usage, propose parking management strategies, and consider the potential development of opportunity parcels for residential and city facility expansion. Key objectives include addressing parking needs, enhancing walkability, examining paid parking options, identifying opportunities for development and facility expansion, and implementing policies for new developments in the Downtown Mixed-Use Zone, including Fee-in-Lieu and ADA parking.

B. PROJECT DESCRIPTION AND BACKGROUND INFORMATION

Area A - Specific Plan Area

Area B – Redevelopment Opportunity Parcels from Specific Plan Figure 8, and Well 3 locations (TBD see task 3)

C. SCOPE OF SERVICES

<u>Task 1 Project Management & Coordination</u>

- Initiate an in-person Kick-Off Meeting and establish a detailed schedule with milestones for completing the tasks outlined in the Scope of Work. This meeting will include a site visit.
- Wood Rodgers will attend a monthly project coordination meeting with the City of Bishop via conference call (twelve (12) planned and up to six (6)

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additional conference calls as needed), and one (1) additional in-person meeting if necessary.

- Wood Rodgers will submit monthly progress reports and invoices.

Task 1 Deliverables:

- Monthly Progress Reports.
- Meeting minutes.
- Project Schedule.

Task 2 Data Collection

- Wood Rogers will identify key factors relating to parking demand, user satisfaction, and best practices for parking utilization. Examples may include reviewing the Visitor Impact Study to identify data collection timing for peak, shoulder, and low visitor seasons.
- Wood Rodgers will utilize Replica data (data platform based on cell phone and credit card technology) to identify trends in economic data for the project area. This data will be limited to what is available through Replica. The trends will be documented via maps, graphs, and charts.
- Parking Inventory: The number of parking spaces available in Area A will be collected for on-street and off-street public parking lots. This may include time restrictions, accessible (ADA) spaces, and other regulations. Wood Rodgers will develop maps and charts based on publicly available data sources for the project area.
- Parking Occupancy: Wood Rodgers will utilize a sub-consultant to perform manual vehicle counts for both on-street and off-street public parking facilities, presenting data on current parking utilization. Counts will be conducted up to four (4) times throughout the year. Each collection period will include a Thursday, Friday, and Saturday from 6 a.m. to 9 p.m. 8 times a day, exact times TBD.
- Wood Rodgers will utilize the data to create maps, graphs, and charts to display the parking utilization data.

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Task 2 Deliverables:

- Files for applicable data collected.
- Existing Parking Utilization report, including maps, graphs, and charts representing the data collected, written summary.
    - Charts demonstrating parking occupancy during the day for on-street and off-street parking.
    - Maps showing parking occupancy in different locations for on-street and off-street parking.

Task 2 Assumptions

- The City will provide economic data, visitor data, GIS data, land use, zoning, and property use data as required.

Task 3 Opportunities and Constraints Analysis

- Prepare the opportunities and constraints map that can be displayed and presented to the Technical Advisory Committee (TAC).
- Conduct an analysis of opportunity properties based on the opportunities and constraints map and identify parcels for potential redevelopment for residential and City facilities uses. Potential land use changes for these parcels will be recommended.
- In a table format, provide an analysis of future parking demand in conjunction with potential redevelopment properties. The outcome of this effort will inform how much off-street parking will be needed based on future land use assumptions and Institute of Transportation Engineers (ITE) parking generation rates. Data collected will be utilized for predicting future parking needs.
- City staff will identify properties for residential and city facility developments and assess the tradeoffs associated with each property, including but not limited to environmental considerations, zoning regulations, infrastructure requirements, community impact, and cost implications. Verify legal compliance and suitability for housing development.

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Task 3 Deliverables:

- Draft Opportunities and Constraints Map to be presented to TAC.
- Opportunities and constraints map identifying land use, redevelopment parcels, and parking utilization. This map will highlight areas of interest, redevelopment opportunities for residential use and City facilities, and identify potential constraints.
- Concept map that identifies new off-street and on-street parking management zones and preferred redevelopment properties. This will be completed following public input from the opportunities and constraints map and Task 4.
- Feasibility Plan with City properties recommended for redevelopment. This will include a map with the analysis and tradeoffs for each redevelopment parcel.

Task 4 Public and Stakeholder Engagement

- Public Survey:
    - Wood Rodgers will use Public Input, an online outreach tool, to collect feedback, which may involve surveys and virtual map postings for input. They will conduct a survey among business owners, tenants, property owners, and the public to assess their visit frequency and the influence of factors like parking perception, environmental impact, and local business support. Survey questions will be determined in coordination with City staff and may cover respondent residency, length of stay in the city, time spent searching for parking, and specific business-related inquiries.
    - Wood Rogers would identify areas of concern based on the additional comments.
- Wood Rodgers will attend one (1) in-person, and two (2) virtual meetings with the City established technical advisory committee (TAC).
- Wood Rodgers will assist the City of Bishop in hosting one (1) in-person public workshop focusing on future parking and land use opportunities.

Task 4 Deliverables:

- Survey questions and materials.

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- Survey results and analyses of main themes.

- Public meeting presentation, boards, comment cards, and feedback documentation.

Task 4 Assumptions

- The public survey is intended to be scheduled in parallel with data collection.

- City of Bishop will establish a Technical Advisory Committee (TAC) that may include City staff, business group representatives, and other key stakeholders impacted by future recommendations. The City Council will advise on the TAC requirements and involvement.

- The City to advertise the survey on the City's website and other platforms.

- The City will translate all outreach materials into Spanish.

- Surveys, maps, boards, or other materials to collect public feedback will be developed in digital and hard-copy formats.

- The city will prepare a digital flyer to advertise the public workshop for the City's distribution.

- The City will publicize the public workshop and provide a venue.

Task 5 Parking and Land Use Policy Proposal & Management Strategies

- Develop Parking permit program:
    - Evaluate existing time limits and controls and propose a parking permit program in the Specific Plan area.
    - Provide recommendations for parking management in residential areas, considering properties with no on-site parking, both existing and future Accessory Dwelling Units (ADU).
- Develop a feasibility study of revenue strategies to sustain enforcement and parking maintenance programs. This may include but is not limited to:
    - Evaluation of parking technology and enforcement options and identify recommended pilot project locations for enforcement (Paid meters).
    - Study fee options for commercial and residential permits.

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- Provide recommendations for updating parking policies (as needed)

- In conjunction with the parking permit program identify maximum in-lieu parking stalls amount for potential new residential developments. Conduct cost analysis for parking and mobility improvements, identify relative case studies, and propose in-lieu fee recommendations.

- Address one (1) round of comments and provide a public draft for the studies.

- Assist City of Bishop staff in preparing a presentation and attend one (1) virtual Planning Commission Meeting and one (1) virtual City Council meeting to present the draft Parking and Land Use Policy Proposal and Management Strategy Memorandum.

Task 5 Deliverables:

- Parking Management Plan:
  - Parking Permit Program with a map of off-street and on-street parking, special areas for employees, overnight, and residential parking.
  - Memorandum for parking in lieu program:
    - Recommendation for the maximum number of in-lieu parking spaces.
    - Overview of parking in-lieu fees and relative case studies.
    - Proposed in-lieu fee program, along with the steps for the City to use the collected fees.
- Feasibility study of revenue strategies for parking enforcement and capital parking improvements, table with associated program implementation costs.
- Recommendations for wayfinding signage and other outreach tools to direct people to appropriate parking areas.

Task 5 Assumptions

- It is assumed Wood Rodgers will work collaboratively with City of Bishop staff in forming the draft strategies.
- It is assumed that City staff will utilize the plans and studies to prepare any formal policy or zoning code amendment documents for the planning commission and or council adoption process.

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- Recommendations will comply with City's General Plan and Specific Plan goals.

D. PROPOSED PROJECT SCHEDULE

The Project is estimated to take approximately 12-15 months. Parking data collection will be the driver of the schedule. Wood Rodgers will begin data collection following notice to proceed. It is anticipated that parking data collection will take place four times within the project duration (subject to change based on Client direction), January 2024, April 2024, July 2024, October 2024. To keep the project moving forward some tasks will be developed following the initial parking count data and updated as new parking counts are completed. Following final parking counts , Task 5 will be completed at the end of 2024 or the beginning of 2025.

E. FEES

The total cost to complete the work included in the Scope of Services shall not exceed $154,140 without written authorization. This work and any additional work outside the Scope of Services will be billed on a time and materials basis based on the fee schedule attached as EXHIBIT D.

F. CONTACT PERSON

City of Bishop	Consultant
Anastasiia Budnyk	Derek Kirkland
Assistant Planner	Principal Planner
(760)-873-5863 ext.136	775.823.4068
abudnyk@cityofbishop.com	dkirkland@woodrodgers.com

IN WITNESS WHEREOF, this Task Order has been executed under the provisions of the As Needed, On-Call Civil Engineering Service Agreement between the City of Bishop and Wood Rogers Inc. that was executed on July 1, 2023. By the signatures below, the parties hereto agree that all terms and conditions of this Task Order and previously agreed upon On-Call Service Agreement shall be in full force and effect.

_____

Nora Gamino
Public Works Director
City of Bishop

_____

_____

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Mike Davidson
Principal Engineer
Wood Rogers Inc.

_____
Date

_____
Date

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