



CITY OF BISHOP

CITY COUNCIL MEETING AGENDA

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

MONDAY, AUGUST 26, 2024 - 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** - 6:00 p.m. Monday, August 26, 2024
2. **MOMENT OF SILENCE** - As we begin tonight's meeting, please join me in a moment of silence for self-meditation, prayer, or reflection.

3. **PLEDGE OF ALLEGIANCE** - Mayor Garcia will lead the pledge of allegiance.
4. **ROLL CALL**
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 will listen to all public comment but will not generally discuss the matter or take action on it.
6. **DEPARTMENT REPORTS**
Updates on department activities will be given by the Department Heads and/or their staff.
 - A. Fire Department - Fire Chief Bret Russell
 - B. Police Department - Police Chief Nate Derr
 - C. Public Works Department - Public Works Director Nora Gamino
 - D. Community Services Department - Community Services Manager Dan McElroy
 - E. Planning Department - Assistant Planner Ana Budnyk
 - F. Administration - City Administrator Deston Dishion
7. **PRESENTATIONS**
 - A. **Community Services Programs and Pool Services Update - Presented by Recreation Coordinator Nancy Gonzalez, and Aquatics Coordinator Danica Gomez.**
[2024 Summer Programs](#)
[2024 Pool Report](#)
 - B. **Micro Enterprise Kitchen Home Operation (MEKHO) - Presented by Inyo County Environmental Health Director Jerry Oser.**
[MEHKO pamphlet](#)
 - C. **East Line Street Bridge Replacement Project – Crosswalks and Railings**
[East Line Street PC Presentation](#)
[Transcribed Comment Cards \(Anonymous\)](#)
8. **BISHOP AREA CHAMBER OF COMMERCE & INFORMATION CENTER UPDATE** -
Prepared and presented by Bishop Area Chamber of Commerce and Information Center Executive Director Tawni Thomson.
 - A. **Bishop Area Chamber of Commerce and Information Center Update Report - August 26, 2024**
[Bishop Area Chamber of Commerce Report- August 26, 2024](#)
9. **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. **[Budget Report for the Month of July 2024](#)**
Recommended Action: City Council to review the Budget Report for the Month of July 2024.

Monthly Budget Report for the Month of July 2024

B. **Financial Reports for the Month of July 2024**

Recommended Action: City Council to review the financial reports for the month of July 2024.

[Bank Reconciliation Report for July 2024](#)

[Combined Cash Report for July 2024](#)

[Investment Portfolio Report for July 2024](#)

[Warrant Register Report for July 2024](#)

C. **Declaration of City-Owned Vehicles as Surplus**

Recommended Action: Council consideration to declare the Police Department's 2008 Ford Explorer (VIN #1FMEU73E38UB14505), 2018 Dodge Charger (VIN #2C3CDXKT2JH249094), and the Public Works Department's 2011 Ford F-150 (VIN #1FTMF1E89AKC33031) as surplus equipment.

D. **Police Department - Vehicle Replacement**

Recommended Action: Approve the lease of two new patrol vehicles to replace two vehicles set for surplus through the existing enterprise contract and the FY 24/25 budget adjustment as presented.

[Enterprise Fleet Stock Quote](#)

E. **Blackpoint LLC Professional Service Agreement**

Recommended Action: Council consideration to approve the Professional Service Agreement between the City of Bishop and Blackpoint LLC for radio communication services on the Consent Calendar under Approval/Filing.

[SIGNED Blackpoint contract](#)

[Blackpoint Insurance Certificate](#)

F. **Planning Commission Meeting Cancellation Notice**

Recommended Action: Council is requested to receive and file the attached Planning Commission Cancellation Notice

[August 27, 2024 - Cancellation Notice](#)

10. **FUTURE AGENDA ITEMS**

11. **COUNCIL AND COMMITTEE REPORTS**

12. **ADJOURNMENT**

Monday, September 9, 2024 at 6:00 p.m. Regular Meeting in the City Council Chambers

Good evening, Mayor and Council Members,

Thank you for inviting me tonight, for those who do not know me, my name is Nancy Gonzalez, and I am the Recreation Coordinator for the Parks and Rec Department of the City of Bishop. I coordinate and oversee the youth programs for our community. Those programs are Kids Night Out, Gymnastics, Stay & Play After School Program and Summer Camps. We just completed our summer session; this summer we offered a total of 8 camps and had a total of 205 participants ages ranging from 6 to 14. Our summer programs have been in high demand, this year I received inquiries not only from local members but also from out-of-state individuals. Registration was held in mid-April, most of our camps met capacity we had some participants drop out for various reasons at which point we utilized the wait list.

We kicked off our summer with Olympic Kidz Camp. The camp had 36 spots of which 27 were filled. During our camp we partnered with Challenger Sports International Soccer Team. We had 7 international soccer instructors assist during the morning portion of our camp. The kids were divided into age groups and instructed to follow drills, work as a team, and learn the fundamentals of soccer. Two days out of the week we rotated tennis with pickleball with Instructor Patty Cummings and 3 days out of the week we rotated Basketball with Instructor Jeff Kilgore. Throughout the day, participants played kickball and volleyball, ending most of our summer camp days with swimming at the Bishop Park pool or getting a spray down from the Bishop Volunteer Fire Department to keep the kids cool.

During the same week of Olympic Kidz we also had a half day skate camp. The camp was at full capacity with a total of 10 participants. During the morning portion of the camp the employees of our Local Wave Rave shop volunteered their time to teach the campers to learn how to skate and build their confidence while utilizing the Bishop skate park. This camp consisted of only 3 days by the end of the camp many of our participants were excelling in skating.

Another one of our camps was Gymnastics. This camp also met capacity with 35 participants. We utilized Instructor Franscico Santana for the gymnastics portion at the Bishop City Park. The camp also involved baton twirling with Instructor Kerry Benjamin, a rotation of crafts, group games, and sports.

To finish off June we held our Aquatics Camp, and our capacity was met at 36 participants. We utilized the Bishop Park Pool during this camp. Throughout the week we had various activities including water aerobics with Karey Benjemin, relays using flotation devices, water volleyball, and use of the pool slide.

One of more popular camps is our Crafty Explorers Camp, this camp was held at the Bishop Elementary BAC classroom. And met full capacity of 36 participants. During this camp participants worked on 11 crafts some of which included making their own bandana totes, slime and clay magnet figures. We also had the opportunity to visit the Pythom Space facility located in downtown Bishop. The kids were given a tour and a presentation on space exploration.

Adventure Camp included lots of outdoor activities and traveling. Over the course of the week, we visited Beaver Cove in Crowley Lake and spent a day at Millpond. We did lots of swimming, kayaking, paddle boarding, and fishing. We hiked in Cardinal Village. We visited Laws

Museum where the kids mined for crystals with the museum volunteers, explored the landscape and engine room. The campers finished their day with a fun ride on the train. On another trip during the week, we visited the Mammoth adventure center where the kids got to experience the Zip Lining, Rock climbing, and archery. To note this camp was also left with full capacity (25 spots).

To finish the summer, we had our Playhouse 395 camp, during one of our weeks we took trip to cardinal village this year to visit and experience their Christmas in the Summer on July 25th. Our Playhouse 395 camp, consisted of two weeks of auditioning, script reading, line memorizing and dress rehearsal. We had our Winnie the Pooh performance with two showings open to the public. The show was cute, fun and a complete success. The Bishop High School auditorium was full of family and community members showing their support to our campers. This camp held its capacity of 38 future stage actors.

Now that Summer is over, and school has started our Stay & Play After School Program is in session. The program is open to kindergarten through 4th grade students, we operate in the BAC classroom at the Bishop Elementary School Campus. We currently have 33 participants and a waitlist of 14. We have 21 full-time students and 12 part-time students. Throughout the year we plan various activities, visits to sporting events and field trips.

Our Fall Gymnastics session begins September 9th, with 11 classes during a 6 week session. We expect all classes to fill up. We will also host Bishop Elementary's Rams club providing two weekly classes.

Starting in October we will resume hosting our Kids Night Out events. For those that don't know we host a Friday night themed event including crafts, dinner, and a movie. It's a great time for parents to have a date night or a night away from kids for a few hours. Depending on the month we base our theme on the season or holiday the event is open to age 6 through 12. Be on the lookout for our flyer.

Overall, we had an excellent summer with positive feedback from kids and parents. We did have some suggestions from parents which ranged from healthier snack options and better transportation. We had an intense summer with high temperatures which made it difficult to walk from one location to another regardless of the close distance. We were grateful for the Bishop Unified school district for helping us in transporting kids when needed. Next year, I hope to have a better plan and hopefully have the opportunity to partner with the district once again.

To end my presentation, I would like to expand my thanks to all the organizations that helped make these programs possible.

I'd also like to say thanks to my site coordinator Juliana Garcia, Program Leaders Cameron Spratt, Haley Paco, and Valerie Santana Vargas. Along with all the activity leaders who are high schoolers and take the time to be part of these programs. Without their full cooperation these programs could not be a success. A special thanks to Community Services Assistant, Karey Poole for her assistance in putting together key elements and to Dan McElroy for helping with our outdoor equipment and for barbecuing for our campers. And thanks to all of the parents and kids for participating and continuing to register for these programs.

Thank you for having me, does anyone have any questions? Suggestions?

City of Bishop Park Pool

2024 Season Summary Report

August 26th, 2024

By: Danica Gomez, Aquatics Coordinator

ATTENDANCE

The City of Bishop Park Pool was open April 23rd through August 11th for the 2024 season. We were able to offer several aquatics programs to the public, including:

- 20 lap swim sessions per week
- 6 public swim sessions per week
- 6 water aerobics classes per week
- 128 swim lessons per week during scheduled sessions

In addition to running our programs, we had the opportunity to host several events at the pool:

- 2 Red Cross lifeguard trainings
- The Bishop Sting Rays Swim Team- 7 practices per week and swim meet
- 8th grade cardboard boat races
- 9 private parties

We also worked with the Special Education Department at the Inyo Office of Education to schedule private swimming opportunities for their students for 30 minutes/day for six weeks and offered a discounted admission rate for the high school rodeo participants.

The attendance in aquatics programs for the 2024 season was as follows:

- 2,577 children and 1,059 adults participated in Public Swim
- 403 adults participated in Lap Swim
- 119 adults participated in Water Aerobics
- 353 children participated in Swim Lessons

In addition to these attendances, we hosted several different local organizations and their summer camps at our public swim sessions:

- Several City of Bishop Summer Camps, including Aquatics Camp
- Owens Valley Career Development Center
- RAMS Club

- Eastside Student Center
- Robert Sundance summer camp
- Inyo Office of Education camp

During the season, we were open to the public on both Memorial Day Weekend and the Fourth of July holidays.

- Over Memorial Day weekend, we had 386 people come to the pool:

On Saturday we had 133 people. On Sunday we had 166 people and Monday followed with 87 people.

- On the Fourth of July, we offered free admission and had 295 people come to the pool.

During the season, several pool passes were made available to the public for discounted entry fees. We sold:

- 20 Fitness Passes (20 entries to be used for lap swim or water aerobics for \$100)
- 80 Family Passes (18 adult or child entries to be used for public swim for \$80)
- 15 Adult Passes (5 adult entries to be used for public swim for \$40)
- 13 Child Passes (10 child entries to be used for public swim for \$50)
- 31 City Employee Passes (which included entrance to public swim, lap swim and water aerobics)

We sold:

- 2,960 concession items in the pool office

STAFFING AND OPERATIONS

The 2024 lifeguard team was staffed with 15 lifeguards, 6 managers and myself. The team successfully completed lifeguard certifications through Red Cross trainings, provided supervision and appropriate first aid care, responded rapidly to 2 in water rescues (both resulting in non-emergencies), and responded appropriately to dangerous pool water quality and weather conditions to protect the safety of the public. Our 18 instructors taught 768 swim lessons in total this season. Our lifeguards helped prevent injuries by maintaining a safe facility and there were no 911 emergency calls made this season by pool staff.

Before pool season opening, I worked for months with my Community Services department to prepare and make improvements to the pool facility. We made several safety equipment upgrades to better our emergency response, which included:

- Purchasing 6 new guard buoys
- Installing 2 new lifeguard tower seats
- Installing a new aed in the pool office
- purchasing a matching trainer aed device to practice with during our lifeguard rescue drills
- updating our lifeguard training manuals to the newest version
- purchasing new bag valve masks
- installing new indoor and outdoor pool rules signs

Other facility improvements made this year included a new mural painted by local artist Vanessa Rios, a new freezer to offer frozen concessions, fresh paint on the inside walls and floors, and updated restroom fixtures.

The following aquatics programs were scheduled this year at the pool:

- Lap swim: Offered to ages 16 and up. People had the opportunity to swim laps for 45-minute sessions for \$6. We offered kickboards and guard supervision. Half of the lap swim sessions overlapped and shared the pool with swim team practice. I did receive feedback from the public that these sessions were busy and had several requests for more private lap swim opportunities. This is something I plan on addressing in my plans for next year.
- Public Swim: Sessions were offered for all ages to enjoy the entire pool facility. We had the big pool, diving board, slide, and baby pool open, and it was the busiest time of the day for us. An adult admission cost \$9 and a child cost \$6. Under 3 were admitted for free. We provided supervision on 4 outside lifeguard stations and 2 in office. The lifeguard team rotated through the stations and performed water maintenance tests and facility checks to maintain compliance standards and a safe facility. The lifeguards also gave water safety swim tests by request to small children, to ensure they had strong swimming skills while swimming in the deep end and out of the slide current. Both of our in-water rescues occurred during public swim sessions, responding to children struggling swimming in the water. Our lifeguards responded both quickly and correctly in these situations.
- Water Aerobics: Classes were instructed by Kerry Benjamin and offered morning and evening Tuesday through Thursday. She used weighted gloves, noodles, foam weights, fun music, and her bright personality to bring energy to all her classes. She was able to schedule more classes this season and in return had a higher attendance than the previous year.
- Swim Lessons: Our lifeguard team instructed 768 group swim lessons, with up to 4 children in each lesson. We offered 6 different levels, depending on age and skills. In these 25-minute lessons, instructors used kickboards, diving toys, songs and games to teach essential swimming skills. At the last lesson of each 2-week session, students were given the opportunity to jump off the diving board to their instructor. After, we celebrated with lesson completion certificates and popsicles.

Staffing was a challenge for us this year, but we managed to cover the gaps working together. This challenge did affect the number of extra events we would have been able to schedule for the public with a larger team and more availability. In the past, local schools would schedule end of year parties at the pool in early June before our season opened. This year, all our lifeguards, with the exception of myself, were still in school themselves. We had no lifeguards available to work during school hours, preventing us from scheduling these parties. We will be reaching out early to our now college aged lifeguards to facilitate this process for next year.

We have set goals for next year to include:

- Increasing my training opportunities to better support our aquatics programs and staff, which includes:

Attending a Red Cross Lifeguard Instructor training course, so we will be able to train and certify more lifeguards within our own department

Completing a Red Cross Water Safety Instructor course, to further our lifeguards training and skills in instructing quality swim lessons

- Invest into our current employees by promoting a pool manager within our department to fill the Aquatics Coordinator Assistant position next year, providing more support for the daily pool operations and lifeguard team
- Promote multiple outstanding lifeguards to the pool manager position, where they will further grow their leadership skills
- Start the hiring process earlier in the year so we have better opportunities to train and hire more lifeguards
- Provide more requested events to the public, such as extra private lap swim sessions, evening public swim and movie nights, and scheduling more private pool parties. This will be achieved by having the ability to certify more lifeguards and hire a larger team to cover the hours needed to operate these events
- Staff the east tower lifeguard station of the pool during Public Swim to increase supervision coverage during our busiest times
- Make updates to our current employee operations manual
- Continue to make facility improvements and maintain compliance standards to provide a fun and safe environment for the City of Bishop and its visitors

Thank you for your time in reviewing the pool operations this season. I would like to now welcome any questions or comments.

Q5: What are the meal limitations of a MEHKO?

A home restaurant cannot sell more than 30 meals, or "meal components" per day and/or 90 meals per week. For example, if you sell 30 meals on Friday, Saturday, and Sunday, then you hit your maximum for the week. A "Meal" means the amount or quantity of food that is intended to be consumed by one customer in one sitting. A meal may include one or more of any of the following:

- (1) A main dish.
- (2) Appetizers.
- (3) Side dishes.
- (4) Beverages.
- (5) Baked goods.
- (6) Desserts.

Q6: What is the difference between a Cottage Food Operation (CFO) and a Microenterprise Home Kitchen Operation (MEHKO)?

A Cottage Food permit allows the home cook to prepare and sell a specific list of nonpotentially hazardous foods directly or indirectly to the consumer. A MEHKO permit the home cook to prepare potentially hazardous foods after the kitchen has been permitted. Neither permit allows the home cook to prepare highly hazardous foods that require a Hazard Analysis Critical Control Point Plan (HACCP) plan, like canned foods or pickled foods or dairy products (like cheese or ice cream).

Q7: What types of food processing require a Hazard Analysis Critical Control Point (HACCP) plan?

The following specialized food processes require a HACCP plan:

- (1) Smoking food as a method of food preservation.
- (2) Curing food.
- (3) Using food additives or adding components such as vinegar as a method of food preservation.
- (4) Operating a molluscan shellfish life support system display tank used to store and display shellfish that are offered for human consumption.
- (5) Using acidification or activity to prevent the growth of *Clostridium botulinum* (i.e. sushi rice).
- (6) Packaging potentially hazardous food using a Reduced-Oxygen Packaging (ROP) method.
- (7) Preparing food by another method that is determined by the lead local agency to require a HACCP plan.

Q8: Can a MEHKO use a wood-burning stove or BBQ?

Yes, a MEHKO can prepare food on a open-air barbecue or an outdoor wood-burning oven that is on the same premise as the MEHKO and is separated from public access, and meets the requirements of California Retail Food Code Section 114143.

MEHKO Progress

The MEHKO program has not yet been implemented in Inyo County. Our department is collecting data at this time. We would like to hear from the public if there is interest in having MEHKO's in our county.

Inyo County MEHKO Public Interest Survey

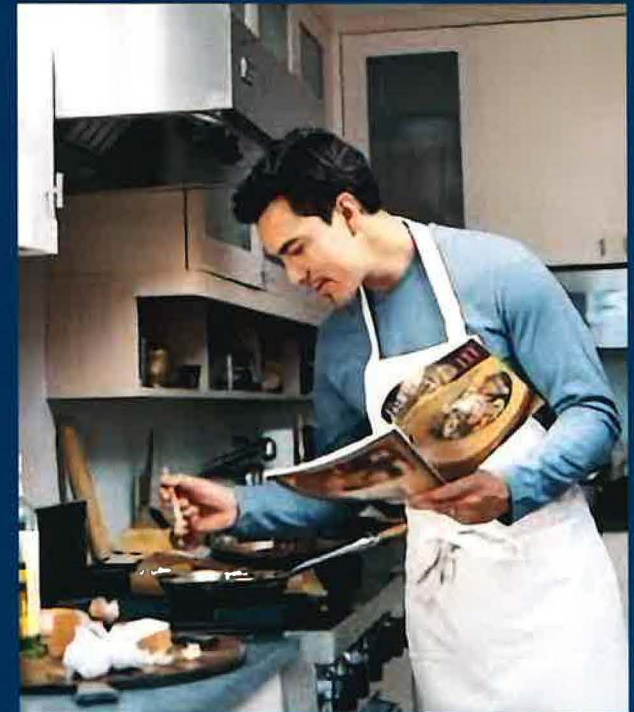


Thank you!



MEHKO

**Microenterprise Home Kitchen
Operation**



**Environmental Health Department
1360 North Main Street, Bishop, Ca**

93514

(760) 878-0238

About MEHKO

The California Health and Safety Code (California Retail Food Code) was amended in January of 2019 to establish a "Microenterprise Home Kitchen Operation" (MEHKO) as a new type of retail food facility. MEHKO is a food facility that is operated by a resident from their private kitchen. Once permitted, a resident can store, handle, prepare, and serve food to the public, as allowed by State law, similar to a small restaurant.

MEHKO Requirements

- A Public Health Permit is required to operate. The operation is subject to an annual inspection and complaint-based investigations.
- No more than one full-time employee (not including family members or household members) may work at the MEHKO.
- The MEHKO operator shall obtain a Certified Food Protection Manager certificate upon successfully passing the food safety exam from an approved and accredited organization and submit it with the MEHKO application.
- Any person(s) involved in the MEHKO must obtain a Food Handler Card Certificate from an approved California provider and submit it with the MEHKO application.
- Food shall be prepared, cooked, and served or delivered on the same day it is made.
- A MEHKO may be approved to support a separately permitted CMFO.

MEHKO Prohibitions

- MEHKOs have a limitation on the number of meals they can sell, with a cap set at 90 meals per week and 30 meals per day, with a total revenue of \$100,000 a year.
- Reselling food to other food facilities is prohibited.
- Is not approved to operate a catering operation.
- Is not authorized to operate a Cottage Food Operation (CFO) at the same residence.
- May not serve alcohol or food that contains alcohol without a license from the California Department of Alcohol Beverage Control (ABC) Program.
- No selling of homemade ice cream or other milk products. The California Department of Food and Agriculture requires a license and specific requirements for the manufacturing of ice cream or dairy based foods. A residential home will not be able to meet those requirements. This does not prohibit a MEHKO from utilizing a dairy product such as pasteurized milk purchased from an approved source as an ingredient in a food product.



FAQ's



Q1: Will the introduction of Microenterprise Home Kitchen Operations (MEHKOs) prevent food safety issues?

Yes. Under the Microenterprise Home Kitchen Operations (MEHKO) permitting process, operators will be subject to similar standards as restaurants. Those standards are:

o **Increased Regulation:** MEHKOs will bring existing unpermitted operations under formal regulatory oversight, enhancing food safety standards.

o **Mandatory Training:** MEHKO operators will be mandated to complete a food safety manager course, enhancing their knowledge and skills to handle food safely.

o **Employee Certification:** Employees working in MEHKOs will need to have a food handler card and the operator will be required to obtain a certificate in food safety, further ensuring safety in food handling processes.

Q2: Can a person operate both a CFO and a MEHKO in their residential kitchen?

No. One residence cannot have both a CFO and a MEHKO. The law does not allow a CFO and a MEHKO in the same residence. (see Health & Safety Code 113825(b)).

Q3: Can a person operate multiple CFOs or multiple MEHKOs in their residence?

No. A cottage food operator is an individual who operates a cottage food operation in his or her private home and is the owner. (see Health and Safety Code section 113758). A MEHKO is a food facility that is operated by a resident in a private home where food is stored, handled and prepared (see Health and Safety Code section 113825). Both a CFO and MEHKO have limitations for the gross dollar amount allowed, number of employees, type of operation, allowed foods, etc. in a single residence. The law does not allow limits to be aggregated by multiple operations in the same residence.

Q4: Can I use cannabis, CBD, or Kava in my food?

No, only approved food additives may be used as an ingredient in food preparation.



Crosswalks & Railings

July 30, 2024

EAST LINE STREET BRIDGE REPLACEMENT PROJECT



PROJECT BACKGROUND

Existing Conditions

- The bridge is 50 years old and does not meet current seismic standards.
- The bridge is not failing, but it has reached the end of its useful life.
- Inadequate separation between vehicles and pedestrians.
- Bridge is 18.5 feet long by 40 feet wide.



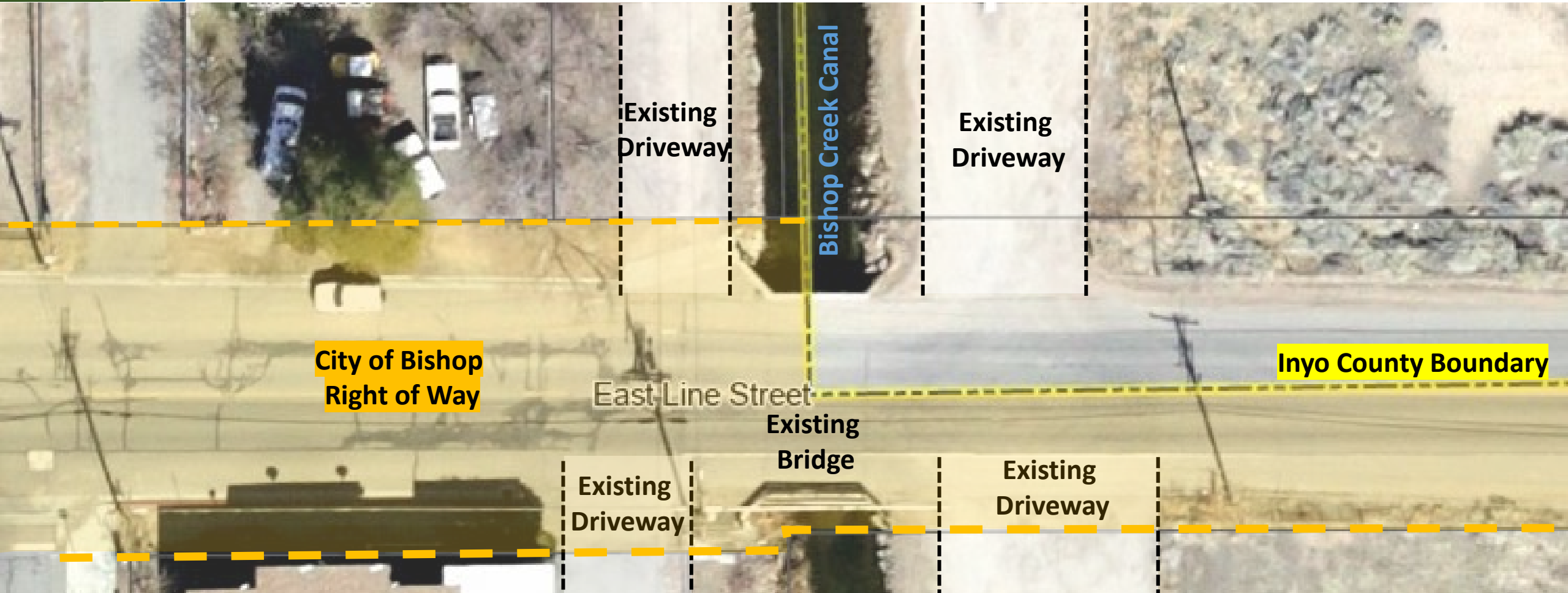
PROJECT OVERVIEW

Proposed Conditions

- Replace bridge with one that is 30ft long by maximum of 60ft wide
- Constructing two 12-foot lanes, bike lanes, and protected sidewalks
- Include a safe crosswalk
- Include gateway signage



PROJECT LIMITATIONS



Limited
Funding



Detours



Limitations on Space/
Right-of-Way

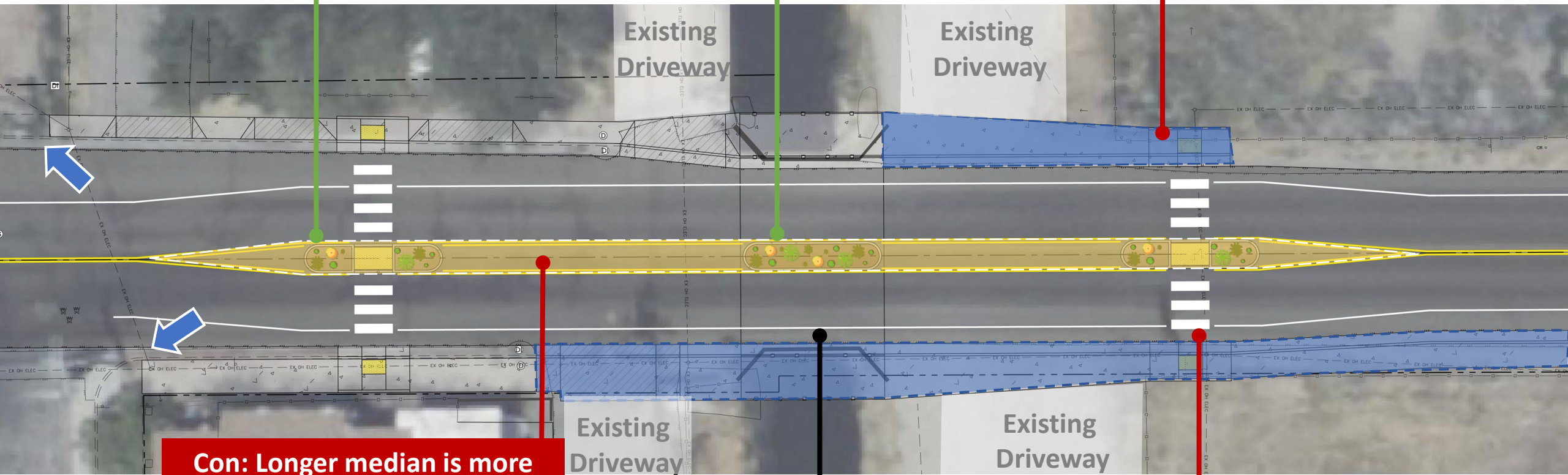
CROSSWALK AND TRAFFIC CALMING OPTIONS

1 - DOUBLE CROSSWALK

Pro: Center median for traffic calming

Pro: Place gateway signage in the median without blocking pedestrian visibility.

Con: Additional sidewalk construction would be necessary to connect crosswalks to bridge and other routes. Could require additional funding for right-of-way acquisition



Con: Longer median is more costly to build and maintain

5' min bike lane

Con: Crosswalks are out of the way for people trying to cross along the canal paths



2 - MID-BRIDGE CROSSWALK, MEDIAN

Pro: Center median for traffic calming by physically narrowing the roadway. Protected space to wait for an acceptable gap in traffic.

Con: Potential Right of way Acquisition for signage

Pro: Shorter median achieves the same traffic calming effect at a lower cost.

Pro: Equal distance for users accessing from both east and west sides of bridge

5' min bike lane



MID-BRIDGE CROSSWALK REFERENCE PLANTED MEDIAN



3 - MID-BRIDGE CROSSWALK CURB EXTENSIONS

Con: No pedestrian refuge island

Con: Potential Right of way Acquisition for signage

Pro: Shorter crossing distance

Pro: Equal distance for users accessing from both east and west sides of bridge

5' min bike lane

Pro: Visual narrowing for traffic calming and increased pedestrian visibility



VISUAL NARROWING & TRAFFIC CALMING CURB EXTENSIONS



RAILING OPTIONS

1 - DOUBLE SIDED RAILING

Reduced pedestrian safety, visually cluttered



EAST LINE STREET BRIDGE REPLACEMENT

2- STEEL CRASH BARRIER

Cost effective, but not visually appealing



3&5-CONCRETE VEHICULAR BARRIER

Most pedestrian safety with partial concrete barrier



EAST LINE STREET BRIDGE REPLACEMENT



4 – STONE AND METAL RAILING

**Aesthetically unique,
but comes at an
additional costs**



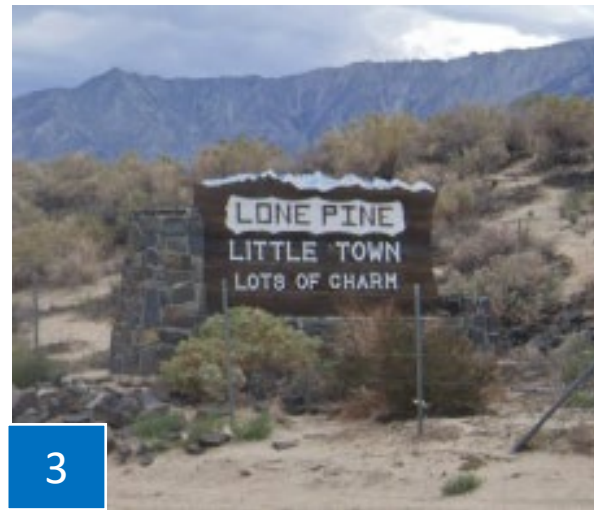
6- BRIDGE RAILING

**Modern aesthetics,
provides good pedestrian
safety and cost effective**



GATEWAY SIGNAGE EXAMPLES

MEDIAN/SIDE MONUMENT



EAST LINE STREET BRIDGE REPLACEMENT

MEDIAN/SIDE MONUMENT



SUSPENDED OVERHANG

5 avoid placing a sign over the street



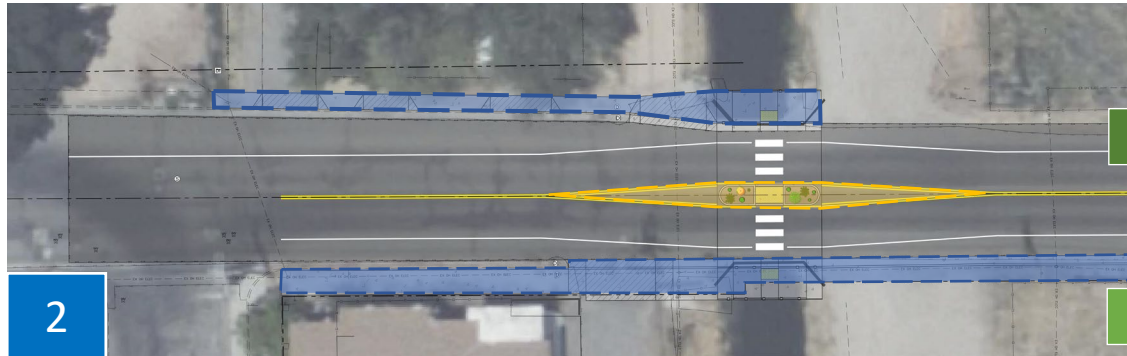
EAST LINE STREET BRIDGE REPLACEMENT



CROSSWALK SUMMARY



DOUBLE CROSSWALK



MID-BRIDGE CROSSWALK, MEDIAN



Staff preferred



MID-BRIDGE CROSSWALK, CURB EXTENSIONS

RAILING SUMMARY



Similar options



Staff preferred



EAST LINE STREET BRIDGE REPLACEMENT



East Line Bridge Replacement Public Engagement Workshop

Summary

On Wednesday, May 17, the City of Bishop and Lumos & Associates hosted an informational meeting regarding the East Line Bridge Replacement Project.

The meeting was publicized through fliers, the City of Bishop's website, and social media channels; and was held in the newly remodeled City Council Chambers.

Approximately 36 people attended the meeting. Many shared comments regarding the Bridge Replacement, possible aesthetics, and gateway signage options.

Attached for the City of Bishop's review are the event's sign-in sheets, a typed transcript of the comments received, and the original comments written by attendees.

Common themes conveyed by residents; desire to decrease the speed of traffic and increase safety for all. Regarding the aesthetics, several residents suggested that the railing and sign options should allow for collaboration with local artists.



East Line Bridge Replacement Public Engagement Workshop

Comment Card Index

Comments:

Option #1 island [sic]

Railing option #4 back railing [sic]

#6 roadside railing [sic]

sign: [sic] NOT Overhead [sic] – small tasteful natural [sic], off to side [sic]

Comments: Rail-Aesthetics: [sic] All-are all options earthquake-compliant? [sic]

4. Can project collaborate with local metal sculptors, [sic] so it would [sic] have roadside art like Reno/Sparks?

Traffic Calming: I also prefer Option [sic] 1. Which party is responsible for maintaining vegetation on median?

Gateway-Aesthetics-Prefer [sic] community sign on median #1 with collaboration with local artists if possible.

Eastern Sierra Transit Authority: Please see ESTA brochure with bridge – affected info in red borders. [sic]

Comments: I like the part of the building in sections. This would help minimize any delay in the service to the communities [sic] we serve. While keeping 30+ employees on time, to work & home. [sic]

Comments:

BRIDGE & SIDEWALK – OPTION 1 IS BEST. LET’S DO THAT. [sic]

RAILING OPTIONS - #4 IS BEST. [sic]

SIGNS: DEFINITELY NOT #1 OR OVERHEAD ARCHES.

→ I WOULD SUGGEST SOMETHING THAT HAS THE FOOTPRINT OF #5 BUT MADE OF SCULPTURES AND METAL WORK.

MY QUESTION WAS ABOUT HOW TO CROSS ON THE EAST SIDE OF THE CORNE [sic].

THIS WAS SUFFICIENTLY ANSWERED. [sic]

SCULPTURE OF BISHOP IN MIDDLE ISLAND. [sic]

BEDAZZLE THE PED/BICYCLE DIVIDER [sic]

BUT NOT HORSESHOES [sic]

Comments: Bridge & sidewalk [sic] option #2: The bulbing-out [sic] seems like a bad idea b/c it narrows the bike lanes. Option #1 w/a median seems safer for pedestrians and bikes. Sign should not obstruct driver’s view of pedestrians in the median strip. Johnston is not properly graded for drainage. So new sidewalk + curb should not direct run-off towards Johnston Dr. → [sic]

- Plantings on the median
 - We like Railing #4, the back/bridge railing [sic] and #6 the roadside railing.
 - Sign: Metal and wood and stone (circled), off to the side – not overhead or on median [sic] See local artists! Tasteful!
-

Comments: If you continue to use a speed limit sign (I hope you do) please straighten it up. The current sign is lopsided & suggests it needn’t be taken seriously (which it certainly isn’t!) [sic] I think it would be helpful if it had some lights around it or if it had lights and revealed their speed to each motorist because traffic over the bridge definitely needs to be “calmer” as you say. [sic]

Comments: THIS IS A GREAT OPPORTUNITY FOR THE CITY TO ADDRESS THE HIGH-SPEED TRAFFIC GOING BOTH DIRECTIONS. I BELIEVE THE BEST OPTION WOULD BE #1. I THINK OPTION #4 [sic] RAILING WOULD BE MORE AESTHETICALLY APPEALING AS A GATE TO BISHOP FOR TOURIST FROM [sic].

Comments:

1. more [sic] contemporary monument that is environmentally-friendly [sic].
 2. Can we do protected bike lanes (perhaps striping) [sic]
 3. Ensure crosswalk safety for people or [sic] special needs (perhaps visually impaired)
 4. Railing 4
-

Comments:

Preferred option [sic] "Mid-bridge crosswalk" [sic]
Railing #4 w/Fishing [sic] from bridge in mind
Welcome Sign [sic] #5 with local artist colab. [sic]

Comments:

1. Use 25 mph flashing sign. The one to the east works.
 2. save the wishing [sic]
 3. Median unnecessary
 4. Narrowing of bike path not good [sic]
-

Comments: no [sic] median, [sic] crosswalk should be closer To [sic] East [sic] of bridge [sic] every one is crossing at the east Dirt [sic] Road [sic]. no [sic] overhead sign. no [sic] 4 or 3 railing match [sic] The [sic] rest [sic] of The [sic] Bridges [sic] in area [sic].

Can we sTil [sic] fish from Bridge [sic]

Comments:

KEEP IT SIMPLE [sic]
- small [sic] welcome sign (No overhead sign!)

- railing [sic] #5
- option [sic] #1

Comments: Keep the sidewalk as far east as possible, as that is where 95% of crossings will take Place [sic].

Comments:

good luck slowing cars down – [sic]
I like it being safer for kids to cross – [sic]
I love the idea of flowers somewhere – [sic]
Do not want a sign over the street [sic]
would not look right – [sic]

Comments:

I prefer Preferred Option 1 [sic]
Railing 5
Signage: Putting it in the median seems dangerous because it would hide pedestrians, [sic] A huge overhead seems like overkill, so not sure [sic]

Comments: I like the median with plants. I like the signage similar to mammoth [sic] with the rock formation on either side at [sic] the sign. I don't like the current Bishop signage – [sic] it looks like clip art. Crosswalk in the middle makes sense.

Comments:

I would like the bridge as narrow as possible, more like the present one. I'm a bicyclist. I don't like a curb and railing restricting my ability to turn [sic]

Comments:

PREFER Option of the median with a small sign in the center as a WELCOME (OPTION 1) Option 3 for railing [sic]

Our main concerns, [sic] SLOWING [sic] traffic, pedestrian safety and access to our home during construction.

Comments:

I LIKE AESTHETICS GATEWAY #6; BRIDGE & SIDEWALK OPTIONS #1; AESTHETICS RAILINGS #4

Comments:

The bridge should be an ARCH [SIC] Bridge to all for motor boats [SIC] on the canal

Comments:

I am fond of Option 1 for the bridge. I like the median planters (?), they seem like they'll slow traffic better! I also like the suspended sign idea! Option 8 looks nice! As for railings, I like Option 4, but instead of circles could it be an outline of the mountains around Bishop? THANK YOU! [SIC]

Comments:

Bishop Area Chamber of Commerce & Information Center
Report to Bishop City Council for Monday, August 26, 2024
Prepared by: Tawni Thomson, Executive Director

BISHOP INFORMATION CENTER/OTHER DESTINATION DEVELOPMENT PROGRAMS:

Information Center: Currently open 7-days per week and will keep that schedule through mid-October. In July, we assisted 1,772 guests. The typical demographic has shifted to a slightly older crowd now that most schools are back in session.

Strategic Planning Meeting: Bishop Chamber Board of Directors met Wednesday, 8/14 to receive BTID Annual Report (will present to City Council in September). They also reviewed the recommended marketing plan for the next twelve months and approved the budget.

Highlights include:

- Increase staff capacity
- Continue to pursue new location for Bishop Information Center
- Reduction of print advertising program
- Increase in paid search and social campaigns
- Continued collaboration with Inyo & Mono County for representation at travel & sport shows
- Add Denver Travel & Adventure Show for 2025
- Continued collaboration with Visit California and US Travel Association

New Website: Getting very close to launch. Will send out to several people week after Labor Day for final review prior to launch in mid-September.

Lodging Statistics: July occupancy was 80.2% - 4% higher than last year. ADR was \$150.

CHAMBER OF COMMERCE/LOCAL COMMUNITY MATTERS:

Social Channels Revived: We have been making a concerted effort to post 2-3 times each week on the Bishop Chamber of Commerce Facebook and Instagram pages. We're not only promoting chamber things like mixers & luncheons but also using these platforms to promote other local happenings such as the upcoming Hispanic Heritage Day event and the recent community meetings regarding MEHKOs and Inyo County's possible business license program. We're up to 3K local followers on Facebook and 1,100 on Instagram.

Lunch & Learn: Wednesday, 9/17, 12 Noon at Bishop Country Club. I will be giving a presentation about the new Downtown Bishop Beautification Grant Program.

October Mixer: Date and location not set yet, possibly at River Queen.

New Members: Two new members since the last report to City Council.

- Chalk Fox Studio – web design & marketing services
- Inyo-Mono Cattlewomen, Inc.
- Restore 395 – fire & water damage repair



Agenda Item: 9.A
Date of Meeting: August 26, 2024
Department: Finance

STAFF REPORT

To: City Council
From: Ethan Aukee
Subject: **Budget Report for the Month of July 2024**
Prepared On: August 12, 2024
Attachments: Monthly Budget Report for the Month of July 2024

Recommended Action:

City Council to review the Budget Report for the Month of July 2024.

Approved By:
Approved By:
Approved By:
Approved By:

Monthly Budget Report for the Month of July 2024

General Fund Revenue

Account #	Revenue	Actual	Budget	Percent Received
001-000-31010	PROPERTY TAXES SECURED	-	600,000.00	0%
001-000-31020	PROPERTY TAXES UNSECURED	-	45,000.00	0%
001-000-31030	PROPERTY TAXES PRIOR YR.	-	4,000.00	0%
001-000-31050	PROPERTY TAX HOMEOWNERS	-	2,200.00	0%
001-000-31060	PROP TAX MISC	-	21,000.00	0%
001-000-31065	VLF SWAP/PROP TX IN LIEU	-	386,000.00	0%
001-000-31066	VEHICLE LIC FEE IN EXCESS	-	3,700.00	0%
001-000-31120	SALES TAX	-	5,084,000.00	0%
001-000-31126	DWP WTR AGREEMENT PAYMNT	241,878.00	241,878.00	100%
001-000-31128	SALES TX 1/2%-PUBLIC SAF	-	15,000.00	0%
001-000-31130	TRANSIENT OCCUPANCY TAX	-	3,150,000.00	0%
001-000-31131	TOT PENALTIES	-	-	0%
001-000-31132	TOT PRIOR YR	-	-	0%
001-000-31150	REAL PROPERTY TRANSFER	-	9,680.00	0%
001-000-32010	BUSINESS LICENSES	1,626.60	64,300.00	3%
001-000-32011	BL PENALTIES	-	-	0%
001-000-32015	SHORT-TERM RENTALS	-	2,250.00	0%
001-000-32020	SB 1186/ADA	-	-	0%
001-000-32030	PARKING PERMITS	550.00	5,150.00	11%
001-000-32035	TENTATIVE MAP PERMITS	-	-	0%
001-000-32040	USE PERMITS	-	2,400.00	0%
001-000-32041	ENVIRONMENTAL APP FEE	-	500.00	0%
001-000-32050	BUILDING PERMITS	24,715.29	120,000.00	21%
001-000-32051	PLAN CHECK FEE	50.00	1,300.00	4%
001-000-32080	ELECTRICAL FRANCHISE	-	35,000.00	0%
001-000-32081	CELL TOWER FRANCHISE	-	42,000.00	0%
001-000-32090	TV FRANCHISE	-	10,000.00	0%
001-000-33010	INTEREST ON BANK DEPOSITS	49,310.09	250,000.00	20%
001-000-33020	RENTAL OF REAL PROPERTY	4,001.62	60,000.00	7%
001-000-34010	MOTOR VEHICLE IN LIEU	-	-	0%
001-000-34015	MTR VEH LIC FEE 11005.7	-	-	0%
001-000-34040	REIMB. HIGHWAY SWEEPING	-	53,000.00	0%
001-000-34041	HWY 6 TRASH	-	-	0%
001-000-34045	RSTP	-	-	0%
001-000-34046	DOC/RECYCLING GRANT	-	-	0%
001-000-34047	REIMB FROM BUSD	-	80,000.00	0%
001-000-34049	DWP TREE SPONSORSHIP	-	-	0%
001-000-34050	MISC REVENUE CAPITAL REPLACE	31,331.00	31,331.00	100%
001-000-34079	FIRE EMS FUNDING	-	-	0%
001-000-34080	REIMB. RFD W/COMP.	-	-	0%
001-000-34081	SALARY REIMB FRM RF DIST	-	-	0%
001-000-34082	MISC REIM FROM RF DIST	-	-	0%
001-000-34083	FIRE INSPECTION FEES	-	2,000.00	0%
001-000-34094	LOCAL RESPONSE_STANDBY	-	1,000.00	0%
001-000-34095	STRIKE TEAM	-	-	0%
001-000-34110	COURT RESTITUTIONS	-	-	0%
001-000-34111	ORDINANCE ENFORCEMENT	-	-	0%
001-000-34116	DOJ-BULLET PRF VEST GRNT	-	-	0%
001-000-34120	PEACE OFFICERS TRAINING	-	8,300.00	0%
001-000-34121	RAN REIMB	-	15,000.00	0%

001-000-34122	DVROS-STATE	-	-	0%
001-000-34124	BUDGET ACT 2013/LAW ENF	-	-	0%
001-000-34125	PARKING CITATIONS	-	6,950.00	0%
001-000-34126	TOW FEE	375.00	3,000.00	13%
001-000-34140	DISPATCH CONTRACTS	-	6,000.00	0%
001-000-34141	PD Grants	-	-	0%
001-000-34145	4850 PAY REIMB	-	-	0%
001-000-34160	911 REIM-STATE	-	-	0%
001-000-35020	STRONG MOTION INST. PROG	126.59	100.00	127%
001-000-35060	CBSC/BLDG PERMIT	48.00	100.00	48%
001-000-36010	SALE OF PERSONAL PROP.	-	-	0%
001-000-36020	INS. REFUNDS & DIVIDENDS	-	-	0%
001-000-36025	FORFEITURE OF DEPOSITS	-	-	0%
001-000-36020	INS. REFUNDS & DIVIDENDS	-	-	0%
001-000-36030	MISCELLANEOUS	-	11,100.00	0%
001-000-36031	RETIREE MED COPAY	1,613.34	2,100.00	77%
001-000-36040	FINGERPRINTING & REPORTS	1,580.00	23,500.00	7%
001-000-36041	SUBPOENAS	-	-	0%
001-000-36042	AB109/REALIGNMENT	-	50,000.00	0%
001-000-36070	CIVIC ARTS	-	-	0%
001-000-36074	SUMMER PROGRAM TUITION	-	40,000.00	0%
001-000-36075	KIND ACTIVITY FEE	-	-	0%
001-000-36076	KIND TUITION	-	-	0%
001-000-36077	ASP ACTIVITY FEE	-	-	0%
001-000-36078	AFTER SCHOOL PROGRAM	4,015.50	93,000.00	4%
001-000-36079	GYMNASTICS CLUB	-	-	0%
001-000-36089	CHILDRENS DAY OF ARTS	-	-	0%
001-000-37010	SPECIAL EVENT INSURANCE	100.00	-	0%
001-000-39240	TENNIS	-	-	0%
001-000-39250	SOFTBALL	-	15,000.00	0%
001-000-39251	SOCCER	1,800.00	4,000.00	45%
001-000-39255	VOLLEYBALL	-	2,000.00	0%
001-000-39260	BASKETBALL	-	-	0%
001-000-39270	AEROBIC,DANCE,ZUMBA	-	500.00	0%
001-000-39275	FACILITY RENTAL FEE	275.00	2,000.00	14%
001-000-39278	TREE DEDICATION	-	-	0%
001-000-39280	YOUTH PROGRAM	-	2,800.00	0%
001-000-39281	GYMNASTICS	-	22,000.00	0%
001-000-39283	PAGEANT	-	-	0%
001-000-39289	POOL-LIFEGRD RECERT	-	-	0%
001-000-39290	POOL-PUBLIC SWIM	9,180.00	24,500.00	37%
001-000-39291	POOL RENTALS	1,320.00	10,000.00	13%
001-000-39292	POOL-SWIM LESSONS	280.00	21,000.00	1%
001-000-39293	POOL-CONCESSIONS	1,472.75	2,300.00	64%
001-000-39294	POOL-WATER FITNESS	2,915.00	7,200.00	40%
001-000-39297	YOUTH ATHLETICS	-	500.00	0%
001-000-39710	FINES & FOREFEITURES	-	300.00	0%
001-000-39722	TUT MEASURE A	-	-	0%
001-000-39925	CITY COST PLAN	-	-	0%
001-000-39990	OTHER FINANCE SOURCES	-	-	0%
001-000-39995	CITY COST PLAN	-	-	0%
001-000-39999	REVENUE-TRANS IN	-	400,000.00	0%
001-000-40000	Caltrans Sustainable Grant	-	-	0%
001-000-40001	SB2 Housing & Community	-	-	0%

001-000-40002	PROP 68 Green	-	67,432.15	0%
001-000-40003	Playground Grant	-	-	0%
001-000-40004	COVID-19 Funding	-	-	0%
001-000-40005	LEAP GRANT	-	-	0%
001-000-40006	REAP GRANT	-	-	0%
Total Revenue		378,563.78	11,163,371.15	3%

General Fund Expenses

7/31/2024	Department	Actual	Budget	Percent Used
001-010-_____	City Council	(7,622.43)	190,095.00	-4%
001-011-_____	Administration	77,030.99	996,272.59	8%
001-012-_____	Finance	(34,133.52)	311,185.36	-11%
001-013-_____	Treasurer	106.69	1,983.00	5%
001-014-_____	Legal	(25,495.00)	184,505.00	-14%
001-015-_____	Insurance	307,313.00	321,132.00	96%
001-016-_____	Building & Grounds	10,000.95	220,373.41	5%
001-018-_____	Elections	130.12	5,200.00	3%
001-019-_____	Community Promotion	-	195,000.00	0%
001-020-_____	Police Department	1,209,885.60	5,376,751.98	23%
001-021-_____	Fire Department	63,176.95	831,353.56	8%
001-022-_____	Building	6,078.69	235,885.00	3%
001-023-_____	Street Maintenance	44,452.14	1,576,849.56	3%
001-031-_____	Parks & Rec	141,189.62	2,236,165.71	6%
001-034-_____	Planning	17,435.22	357,350.15	5%
001-035-_____	After School Program	656.43	84,840.00	1%
001-037-_____	Pool	33,716.94	302,570.00	11%
001-038-_____	Summer Camps	19,420.70	58,485.00	33%
Total Expenses		1,863,343.09	13,485,997.32	14%

*Credit balances in the actual column are due to the City Cost Plan payments from Enterprise Funds to the General Fund being made in the July 2024 period.

Enterprise Funds

7/31/2024	Fund/Account	Actual	Budget	Percent Used
Sewer Fund - Revenue				
002-000-33010	Interest on Bank Deposits	14,659.63	66,000.00	22%
002-000-33020	Rental of Real Property	-	-	0%
002-000-39017	Sewer Miscellaneous	1,459.13	25,000.00	6%
002-000-39020	Sewer Service Collection	119,125.07	1,330,000.00	9%
002-000-39023	Sewer Service Penalties	42.00	1,000.00	4%
002-000-39035	Solar Rebates	-	-	0%
002-000-39075	Reimbursement From ESCSD	1,702.57	-	0%
Total:		136,988.40	1,422,000.00	10%
002-051-_____	Sewer Fund - Expenses	548,860.28	1,685,080.15	33%

Account #	Fund/Account	Actual	Budget	Percent Used
Water Fund - Revenue				
004-000-33010	Interest On Bank Deposits	13,255.47	63,000.00	21%
004-000-33020	Rental Of Real Property	-	-	0%
004-000-39012	Water Service Collection	94,163.06	1,111,000.00	8%
004-000-39013	Water Service Penalties	33.01	800.00	4%
004-000-39017	Water Miscellaneous	-	20,000.00	0%
004-000-39019	Backflow Fee	-	-	0%
004-000-39035	Solar Rebates	-	-	0%
Total:		107,451.54	1,194,800.00	9%
004-050-_____	Water Fund - Expenses	319,752.07	1,343,166.70	24%

Account #	Fund/Account	Actual	Budget	Percent Used
SMHP - Revenue				
012-000-33010	Interest On Bank Deposits	1,854.15	11,000.00	17%
012-000-39735	Utilities Clearing Account	3,145.00	38,400.00	8%
012-000-39750	Rents - Assisted Units	558.00	6,600.00	8%
012-000-39760	Rents - Unassisted Units	9,165.00	100,000.00	9%
012-000-39811	Miscellaneous	-	-	
012-000-39812	Gain On Sale	-	-	0%
Total:		14,722.15	156,000.00	9%
012-095-_____	SMPH - Expenses	59,885.18	133,670.74	45%

* Enterprise Fund actual expenses are high due to City Cost Plan payments, annual worker's comp payments, and annual PERS unfunded liability payments being made in July.

* Additionally, for SMHP, annual City utilities were paid in July.

Special Funds

7/31/2024	Fund/Account	Actual	Budget	Percent Used
COPS Fund - Revenue				
033-000-33010	Interest On Bank Deposits	933.34	-	0%
033-000-39967	COPS/AB 1913	-	100,000.00	0%
Total:		933.34	100,000.00	1%
033-033-_____	COPS Fund - Expenses	3,324.66	168,920.48	2%

Account #	Fund/Account	Actual	Budget	Percent Used
Gas Tax Fund - Revenue				
003-000-33010	Interest on Bank Deposits	-	-	0%
003-000-39100	Section 2105	-	23,000.00	0%
003-000-39110	Section 2107-5	-	1,000.00	0%
003-000-39120	Section 2107	-	32,000.00	0%
003-000-39130	Section 2106	-	19,500.00	0%
003-000-39135	Misc/Prop 42	-	37,000.00	0%
003-000-39137	Traffic Congestion Relief	-	-	0%
003-000-39139	SB 1	-	99,094.00	0%
Total:		-	211,594.00	0%
003-030-_____	Gas Tax Fund - Expenses	13,029.47	385,164.86	3%



Agenda Item: 9.B
Date of Meeting: August 26, 2024
Department: Finance

STAFF REPORT

To: City Council
From: Ethan Aukee
Subject: **Financial Reports for the Month of July 2024**
Prepared On: August 12, 2024
Attachments: Bank Reconciliation Report for July 2024
Combined Cash Report for July 2024
Investment Portfolio Report for July 2024
Warrant Register Report for July 2024

Recommended Action:

City Council to review the financial reports for the month of July 2024.

Approved By:
Approved By:
Approved By:
Approved By:

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book adjustments

Eastern Sierra Checking (Eastern Sierra Checking) (1)

July 31, 2024

Account: 99900010110

Bank Account Number: 006107370

Bank Statement Balance:	2,202,399.44	Book Balance Previous Month:	1,639,702.69
Outstanding Deposits:	32,193.91	Total Receipts:	11,601,439.11
Outstanding Checks:	275,139.82	Total Disbursements:	11,279,997.58
Bank Adjustments:	1,690.69	Book Adjustments:	.00
Bank Balance:	1,961,144.22	Book Balance:	1,961,144.22
		Proof (Bank balance less book balance):	.00

Outstanding Deposits Section

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
19	280.00	1034	128.00-	1057	101.00	1108	88.29-
1110	565.46	1132	1,472.00-	1137	370.00-	1145	359.00
1159	64.00-	1213	185.00-	1234	558.40	1256	2,400.00
1278	1,866.04	1285	27,584.55	1286	45.50	1287	741.25
Grand Totals:							32,193.91

Deposits cleared: 110 items

Deposits Outstanding: 16 items

Outstanding Checks Section

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
1092	19.83	1639	38.00	1644	38.00	2443	165.48
3849	74.99	4696	1,623.97	4738	250.29	4877	6,920.00
5119	457.64	5546	119.89	6366	313.36	6412	100.00
6693	48.03	6948	668.91	7108	4,602.50	7258	144.96
7412	18.58	7420	18.58	7859	1,076.50	8324	66.50
8752	110.82	9412	203.50	9861	.11	9941	46.25
10539	55.50	10573	46.17	10709	1,500.00	10711	55.50
10755	199.48	10844	132.98	10858	1,560.00	10860	55.50
10958	27.75	10994	75.00	11000	118.00-	11000	118.00
11079	14.30	11087	660.00	11093	366.00	11130	860.29
11149	985.78	11151	80.76	11153	660.00	11155	55.50
11168	2,000.00	11175	63.73	11192	1,161.00	11237	46.17
11239	46.17	11246	272.90	11247	571.93	11249	729.48
11258	255.81	11262	563.63	11275	100.00	11294	2,200.70
11302	720.00	11307	662.00	11319	3,787.60	11321	30.80
11328	284.20	11330	54.90	11337	55.00	11340	222.00
11341	877.09	11342	533.60	11343	2,938.40	11344	168.00
11345	2,179.61	11346	889.66	11347	521.20	11348	23,449.00
11349	15,471.41	11350	537.00	11351	302.17	11352	1,507.29
11353	515.31	11354	378.21	11355	2,400.00	11356	445.84
11357	74.00	11358	400.00	11359	940.00	11360	547.12
11361	113.64	11362	929.29	11363	259.18	11364	157.30
11365	574.50	11366	234.43	11367	1,058.22	11368	835.42
11369	923.35	11371	538.62	11373	1,314.69	11374	114.51
11377	415.57	11378	468.83	11379	988.68	11380	822.97

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
11381	598.05	11386	759.82	11387	696.42	11388	347.90
11389	441.24	11390	778.36	11392	845.69	11393	720.97
11394	763.76	11395	441.24	11396	362.84	11397	128.83
11398	841.67	11400	80.76	11401	2,132.24	11402	720.00
11403	369.23	11404	55.50	11405	5,869.54	11406	361.05
11407	1,862.59	11408	59,680.90	11409	13,818.50	11410	3,847.16
11411	552.60	75403	8.00	71224201	2,689.54	71224203	31,790.66
71224204	1,868.75	72624202	2,642.50	72624204	34,025.43	72624205	1,868.75
Grand Totals:							275,139.82

Checks cleared: 269 items Checks Outstanding: 132 items

Bank Adjustments Section

Description	Amount	Description	Amount
J Scida Wages Incorrectly Paid and Owed	1,690.71	Carrying Prior Bank Adjustment	.02-
Grand Totals:			1,690.69

Book Adjustments Section

CITY OF BISHOP
COMBINED CASH
JULY 31, 2024

COMBINED CASH ACCOUNTS

999-000-10110	CASH IN BANK	1,956,523.74
999-000-10111	LAIF INVESTMENT	862,907.72
999-000-10112	CASH EASTERN SIERRA BANK	.00
999-000-10113	CASH IN COUNTY TREASURY	.00
999-000-10115	CASH IN BANK XPRESS BILLPAY	34,118.77
999-000-10116	CALIFORNIA CLASS INVESTMENT	18,085,329.42
999-000-10175	CASH CLEARING UTILITIES	16,188.41
999-000-10176	BUSINESS CASH CLEARING	426.10
TOTAL COMBINED CASH		20,955,494.16
999-000-10100	CASH ALLOCATED TO FUNDS	(20,955,494.16)

TOTAL UNALLOCATED CASH	.00
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CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	9,818,348.54
2	ALLOCATION TO SEWER FUND	2,918,942.73
3	ALLOCATION TO GAS TAX	428,984.38
4	ALLOCATION TO WATER FUND	2,639,355.08
5	ALLOCATION TO RFPD	1,030,667.75
6	ALLOCATION TO IMBC FIDUCIARY	.00
7	ALLOCATION TO LOCAL TRANSPORTATION FUND	89,758.82
8	ALLOCATION TO BOND AND TRUST FUND	125,781.63
9	ALLOCATION TO TRAFFIC SAFETY	8,141.29
10	ALLOCATION TO TUT MEASURE A	1,343,245.51
11	ALLOCATION TO ASSET FORFEITURE	5,300.63
12	ALLOCATION TO SUNRISE MHP	369,187.84
13	ALLOCATION TO GENERAL FIXED ASSETS	.00
15	ALLOCATION TO WATER IMPROVEMENT	.00
18	ALLOCATION TO FUND 018	.00
19	ALLOCATION TO STREETS-SIDEWALK IMPROVEMENT	750,000.00
21	ALLOCATION TO CANINE DONATION	8,012.54
22	ALLOCATION TO HEAVY EQUIPMENT REPLACEMENT	300,000.00
23	ALLOCATION TO PROPERTY/HOUSING DEVELOPMENT	100,485.00
24	ALLOCATION TO BAWA	305,400.00
25	ALLOCATION TO WAYFINDING & SIGNAGE PROJECT	.00
26	ALLOCATION TO PLHA FUND	79,527.35
29	ALLOCATION TO FUND 029	.00
33	ALLOCATION TO C.O.P.S.	185,840.54
37	ALLOCATION TO HOME FUNDS/WILLOW ST	104,502.76
54	ALLOCATION TO STIP E. LINE ST. BRIDGE REPL.	197,790.29
55	ALLOCATION TO S WARREN ST. IMPROVEMENT	.00
57	ALLOCATION TO SEIBU TO SCHL BIKE PATH	.00
58	ALLOCATION TO PINE TO PARK/STIP	.00
59	ALLOCATION TO WEST JAY STREET	.00
60	ALLOCATION TO STIP-SPRUCE/YANEY/HANBY	.00
61	ALLOCATION TO E. LINE ST. IMPROVEMENTS	.00
62	ALLOCATION TO PLAYGROUND EQUIPMENT PROJECT	.00
70	ALLOCATION TO HOME OWNER ASSIST PRGM	128,100.00
71	ALLOCATION TO SILVER PEAK/IMACA	.00
72	ALLOCATION TO VALLEY APTS/13 CDBG 8972	18,121.48

CITY OF BISHOP
COMBINED CASH
JULY 31, 2024

TOTAL ALLOCATIONS TO OTHER FUNDS	20,955,494.16
ALLOCATION FROM COMBINED CASH FUND - 999-000-10100	(20,955,494.16)
ZERO PROOF IF ALLOCATIONS BALANCE	.00

INVESTMENT PORTFOLIO FOR THE CITY OF BISHOP
MONTH OF JULY 2024

Statement Period	Account Type	Balance	Average Monthly Yield
July 2024	LAIF	\$862,907.66	4.516%
July 2024	California CLASS	\$18,085,329.42	5.421%
Total		\$18,948,237.08	5.380%

California State Treasurer
Fiona Ma, CPA



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

August 11, 2024

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

CITY OF BISHOP

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

[Tran Type Definitions](#)



Account Number: 98-14-086

July 2024 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
7/3/2024	7/2/2024	RW	1754715	1715145	ETHAN AUKEE	-9,000,000.00
7/15/2024	7/12/2024	QRD	1756885	N/A	SYSTEM	209,576.53

Account Summary

Total Deposit:	209,576.53	Beginning Balance:	9,653,331.13
Total Withdrawal:	-9,000,000.00	Ending Balance:	862,907.66



PMIA/LAIF Performance Report as of 8/07/24



Quarterly Performance Quarter Ended 06/30/24

LAIF Apportionment Rate ⁽²⁾ :	4.55
LAIF Earnings Ratio ⁽²⁾ :	0.00012419067099490
LAIF Administrative Cost ^{(1)*} :	0.16
LAIF Fair Value Factor ⁽¹⁾ :	0.996316042
PMIA Daily ⁽¹⁾ :	4.52
PMIA Quarter to Date ⁽¹⁾ :	4.36
PMIA Average Life ⁽¹⁾ :	217

PMIA Average Monthly Effective Yields⁽¹⁾

July	4.516
June	4.480
May	4.332
April	4.272
March	4.232
February	4.122

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 6/30/24 \$178.0 billion

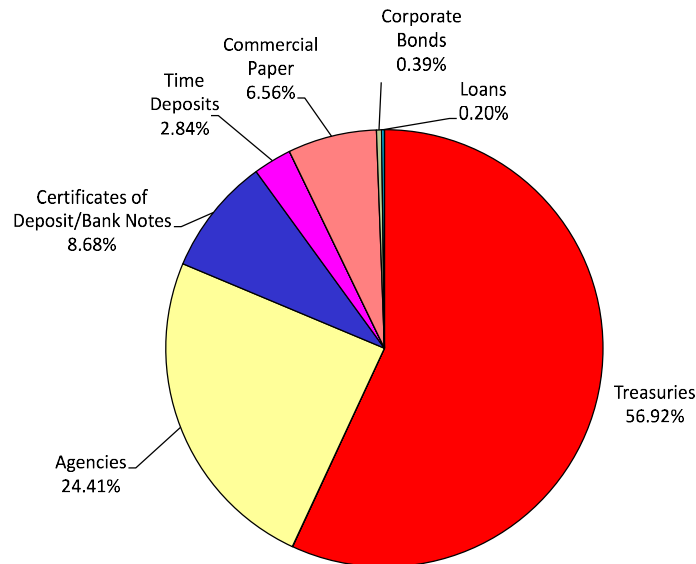


Chart does not include \$1,567,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

**The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.*

Source:

⁽¹⁾State of California, Office of the Treasurer

⁽²⁾State of California, Office of the Controller



CALIFORNIA STATE TREASURER
FIONA MA, CPA



PMIA Daily Effective Yield

Date	Daily	Quarter to Date	Average Maturity
08/07/24	4.57	4.53	221
08/06/24	4.57	4.52	222
08/05/24	4.57	4.52	222
08/04/24	4.57	4.52	224
08/03/24	4.57	4.52	224
08/02/24	4.57	4.52	224
08/01/24	4.57	4.52	224
07/31/24	4.59	4.52	220
07/30/24	4.53	4.51	216
07/29/24	4.52	4.51	217
07/28/24	4.52	4.51	217
07/27/24	4.52	4.51	217
07/26/24	4.52	4.51	217
07/25/24	4.53	4.51	216
07/24/24	4.52	4.51	217
07/23/24	4.53	4.51	216
07/22/24	4.53	4.51	217
07/21/24	4.53	4.51	217
07/20/24	4.53	4.51	217
07/19/24	4.53	4.51	217
07/18/24	4.53	4.51	218
07/17/24	4.53	4.50	219
07/16/24	4.54	4.50	218
07/15/24	4.53	4.50	219
07/14/24	4.50	4.50	216
07/13/24	4.50	4.50	216
07/12/24	4.50	4.50	216
07/11/24	4.50	4.50	217
07/10/24	4.50	4.50	216
07/09/24	4.50	4.50	217
07/08/24	4.50	4.49	217
07/07/24	4.50	4.49	221
07/06/24	4.50	4.49	221
07/05/24	4.50	4.49	221
07/04/24	4.49	4.49	223
07/03/24	4.49	4.49	223



CALIFORNIA STATE TREASURER
FIONA MA, CPA



PMIA Daily Effective Yield

Date	Daily	Quarter to Date	Average Maturity
07/02/24	4.49	4.49	225
07/01/24	4.49	4.49	224



0000-67-0000644 PDF: 676-7

City of Bishop
377 W Line Street
Bishop, CA 93514

California CLASS

California CLASS		Average Monthly Yield: 5.4207%						
		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
CA-01-0180-0001	City of Bishop	9,005,316.74	9,000,000.00	0.00	80,012.68	85,329.42	17,427,252.63	18,085,329.42
TOTAL		9,005,316.74	9,000,000.00	0.00	80,012.68	85,329.42	17,427,252.63	18,085,329.42



City of Bishop

Account Summary

Average Monthly Yield: 5.4207%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
California CLASS	9,005,316.74	9,000,000.00	0.00	80,012.68	85,329.42	17,427,252.63	18,085,329.42

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
07/01/2024	Beginning Balance			9,005,316.74	
07/03/2024	Contribution	9,000,000.00			5392
07/31/2024	Income Dividend Reinvestment	80,012.68			
07/31/2024	Ending Balance			18,085,329.42	

California CLASS

California CLASS

Date	Dividend Rate	Daily Yield
07/01/2024	0.000147285	5.3908%
07/02/2024	0.000147768	5.4083%
07/03/2024	0.000295448	5.4067%
07/04/2024	0.000000000	5.4067%
07/05/2024	0.000442734	5.4014%
07/06/2024	0.000000000	5.4014%
07/07/2024	0.000000000	5.4014%
07/08/2024	0.000147512	5.3989%
07/09/2024	0.000147649	5.4040%
07/10/2024	0.000148072	5.4194%
07/11/2024	0.000148209	5.4245%
07/12/2024	0.000443817	5.4146%
07/13/2024	0.000000000	5.4146%
07/14/2024	0.000000000	5.4146%
07/15/2024	0.000148120	5.4212%
07/16/2024	0.000148143	5.4220%
07/17/2024	0.000148313	5.4283%
07/18/2024	0.000148328	5.4288%
07/19/2024	0.000444639	5.4246%
07/20/2024	0.000000000	5.4246%
07/21/2024	0.000000000	5.4246%
07/22/2024	0.000148299	5.4278%
07/23/2024	0.000148226	5.4251%
07/24/2024	0.000148531	5.4363%
07/25/2024	0.000148549	5.4369%
07/26/2024	0.000445962	5.4407%
07/27/2024	0.000000000	5.4407%
07/28/2024	0.000000000	5.4407%
07/29/2024	0.000148736	5.4437%
07/30/2024	0.000148489	5.4347%
07/31/2024	0.000148490	5.4348%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

TO: City Council/City Administrator
FROM: Finance Director
DATE: August 11, 2024
SUBJECT: Approval of Warrant Registers for the Month of July 2024

Commercial Warrants

Check #11000, 11100, 11192-11233, 11236-11411	\$463,902.14
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**Manual Checks &
Payroll Warrants**

	\$10,816,095.44
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TOTAL:	\$11,279,997.58
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Journal	Payee or Description	Date	Check Number	Amount
CD	Milici B of A Credit Card payment July 2024	07/10/2024	1	866.61
CD	Gamino B of A Credit Card payment July 2024	07/10/2024	2	80.64
CD	CALPERS RETIREMENT EPMC & ADJ - 5/27/24 TO 6/9/2024	07/31/2024	3	550.93
CD	CALPERS RETIREE MEDICAL & ADJ - JUNE BILL, JULY PREMIUM	07/31/2024	4	53,622.26
CD	CALPERS RETIREMENT EPMC & ADJ - 6/10/24 TO 6/23/24	07/31/2024	5	798.03
CD	CALPERS RETIREE MEDICAL & ADJ - JULY BILL, AUGUST BILL	07/31/2024	6	51,198.06
CD	Reversal of Returned Check #11238 Autoreturn	07/31/2024	7	1,169.40
CD	Dishion B of A Credit Card payment July 2024	07/31/2024	8	2,732.00
CD	Picken B of A Credit Card payment July 2024	07/31/2024	9	4,064.66
CD	Derr B of A Credit Card payment July 2024	07/31/2024	10	5,676.74
CD	Grisham B of A Credit Card payment July 2024	07/31/2024	11	1,283.17
CD	Russell B of A Credit Card payment June 2024	07/31/2024	12	655.45
CD	Operating to California CLASS Account Transfer	07/31/2024	13	9,000,000.00
CD	Paymentech Fee June 2024	07/31/2024	14	630.68
CD	Paymentech Fee June 2024	07/31/2024	15	656.13
CD	Xpress Billpay Fee June 2024	07/31/2024	16	627.73
CD	McElroy B of A Credit Card payment July 2024	07/31/2024	17	6,190.07
CD	Bamboo HR July 2024	07/31/2024	18	1,444.88
CD	Enterprise July 2024	07/31/2024	19	8,054.22
CD	UAL Payment for 24-25	07/31/2024	20	1,188,320.00
CD	Deluxe Business Systems - Bank Deposit Slips Purchase	07/31/2024	21	241.33
CD	EDD Tax Payment - Late Fee	07/31/2024	22	856.17
CD	Poole B of A Credit card payment July 2024	07/31/2024	23	5,784.64
CDA	INYO COUNTY ENVIRONMENTAL	07/09/2024	11000	118.00-
CDA	FRONTIER	07/08/2024	11100	43.23-
CDA	ALLIANT INS. SERVICES INC	07/03/2024	11192	1,161.00
CDA	BISHOP AUTOMOTIVE CENTER	07/03/2024	11193	824.37
CDA	Bishop Museum and Historical Society	07/03/2024	11194	8,000.00
CDA	Bruce Mackay Pump & Well Service Inc	07/03/2024	11195	205.00
CDA	CARMICHAEL BUSINESS TECH.	07/03/2024	11196	699.99
CDA	DEPT OF JUSTICE	07/03/2024	11197	96.00
CDA	DEPT OF WATER AND POWER	07/03/2024	11198	7,549.55
CDA	DEPT OF WATER AND POWER	07/03/2024	11199	1,312.00
CDA	DESTON DISHION	07/03/2024	11200	150.00
CDA	EASTERN SIERRA TREE SERVICE, INC.	07/03/2024	11201	12,504.34
CDA	FRONTIER	07/03/2024	11202	887.80
CDA	GALLS, LLC	07/03/2024	11203	14.05
CDA	HIGH COUNTRY LUMBER	07/03/2024	11204	880.79
CDA	HUNT PROPANE, INC.	07/03/2024	11205	2,033.53
CDA	Idemia Identity & Security USA LLC	07/03/2024	11206	3,182.83
CDA	INYO COUNTY RECYCLING & WASTE MANAGEMENT	07/03/2024	11207	153.75
CDA	KAREN KONG	07/03/2024	11208	717.22
CDA	KnowBe4, Inc	07/03/2024	11209	929.56
CDA	L.N Curtis & Sons	07/03/2024	11210	294.01
CDA	MANOR TRUE VALUE HARDWARE	07/03/2024	11211	408.38
CDA	MISSION LINEN & UNIFORM	07/03/2024	11212	59.44
CDA	OPTIMUM	07/03/2024	11213	1,389.80
CDA	Park Ink	07/03/2024	11214	918.50
CDA	PETTY CASH - PARKS DEPT.	07/03/2024	11215	190.61
CDA	PILOT THOMAS LOGISTICS	07/03/2024	11216	1,790.95
CDA	PREFERRED SEPTIC	07/03/2024	11217	3,207.01
CDA	QUADIENT FINANCE USA, INC	07/03/2024	11218	2,520.66
CDA	QUILL CORP	07/03/2024	11219	128.29
CDA	RIGHT WAY POOL & SPA	07/03/2024	11220	972.16
CDA	Rojas Communications Group	07/03/2024	11221	4,000.00
CDA	SCMAF	07/03/2024	11222	1,352.00
CDA	SHREDPRO, INC	07/03/2024	11223	73.00
CDA	SIERRA ANALYTICAL LABS INC.	07/03/2024	11224	400.00

Journal	Payee or Description	Date	Check Number	Amount
CDA	SOUTHERN CALIFORNIA EDISON	07/03/2024	11225	1,562.20
CDA	STEVE'S AUTO & TRUCK PART	07/03/2024	11226	364.45
CDA	THE FED-UP STORE	07/03/2024	11227	24.25
CDA	Ultimate Training Munitions	07/03/2024	11228	7,038.17
CDA	UNDERGROUND SERVICE ALERT	07/03/2024	11229	29.25
CDA	Urine Luck Portables and Septic	07/03/2024	11230	1,180.00
CDA	VERIZON WIRELESS	07/03/2024	11231	373.09
CDA	Western Timber Frame Inc.	07/03/2024	11232	7,121.00
CDA	Willdan Engineering	07/03/2024	11233	1,350.00
CDP	ELLIS, JAMES V.	07/12/2024	11236	234.43
CDP	WEATHERFORD, JOHN	07/12/2024	11237	46.17
CDP	SANTANA, FRANCISCO	07/12/2024	11238	1,169.40
CDP	MANUELITO, LISA	07/12/2024	11239	46.17
CDP	GRISHAM, AMANDA R	07/12/2024	11240	1,727.42
CDP	NAVALES, RYAN	07/12/2024	11241	346.65
CDP	FITT, ASHLEY	07/12/2024	11242	684.88
CDP	WATTERSON, RUTH M.	07/12/2024	11243	55.41
CDP	JACKSON, THOMAS E.	07/12/2024	11244	741.24
CDP	POOL, PRESTON	07/12/2024	11245	689.21
CDP	MADERA, JOCELYN	07/12/2024	11246	272.90
CDP	CARR, PRESLEY	07/12/2024	11247	571.93
CDP	GRAVES, KANO	07/12/2024	11248	488.12
CDP	COKELEY, BRYCE	07/12/2024	11249	729.48
CDP	TURMAN, MYLEE	07/12/2024	11250	322.60
CDP	ENNIS, JERRY	07/12/2024	11251	900.41
CDP	ENNIS, KAREN	07/12/2024	11252	816.28
CDP	DERR, LEVI	07/12/2024	11253	498.69
CDP	RUSSELL, BRET	07/12/2024	11254	3,643.99
CDP	MONDRAGON, DONOVAN	07/12/2024	11255	326.54
CDP	GIDNEY, MARLEY	07/12/2024	11256	326.33
CDP	RAGER, ARIANA	07/12/2024	11257	66.50
CDP	Wilson, Joshua	07/12/2024	11258	255.81
CDP	FITT, CALEB	07/12/2024	11259	623.94
CDP	SINFORIANO, XITLALY	07/12/2024	11260	437.72
CDP	MULLNER, LOLA	07/12/2024	11261	733.25
CDP	OSLAND, SCOUT	07/12/2024	11262	563.63
CDP	HAVERSTOCK, CLARE	07/12/2024	11263	729.89
CDP	VETTER, CLAIRE	07/12/2024	11264	284.02
CDP	Orr, Teagan	07/12/2024	11265	200.17
CDP	LOWDEN, MIKE	07/12/2024	11266	145.45
CDP	DONDERO, JESIAH	07/12/2024	11267	708.76
CDP	DOUDA, ELLIOT	07/12/2024	11268	358.31
CDA	Advexure LLC	07/11/2024	11269	11,315.82
CDA	Alliant Insurance Services, Inc	07/11/2024	11270	675.00
CDA	Altrusa International Foundation	07/11/2024	11271	10,000.00
CDA	Best Best & Krieger	07/11/2024	11272	963.00
CDA	Bishop Museum and Historical Society	07/11/2024	11273	72.22
CDA	BROWN'S SUPPLY	07/11/2024	11274	203.90
CDA	CA Association of Mutual Water Companies	07/11/2024	11275	100.00
CDA	CALIFORNIA BUILDING STANDARDS COMMISSION	07/11/2024	11276	61.20
CDA	CASELLE, INC.	07/11/2024	11277	2,050.00
CDA	CORDICO, INC	07/11/2024	11278	1,946.35
CDA	DEPT OF CONSERVATION-DIV	07/11/2024	11279	141.03
CDA	DEPT OF WATER AND POWER	07/11/2024	11280	1,627.37
CDA	Deputy Corporation	07/11/2024	11281	7,375.40
CDA	HUNT PROPANE, INC.	07/11/2024	11282	281.95
CDA	INYO COUNTY BUILDING & SAFETY	07/11/2024	11283	18,750.00
CDA	Inyo Register	07/11/2024	11284	42.10

Journal	Payee or Description	Date	Check Number	Amount
CDA	Laura Gleason	07/11/2024	11285	363.52
CDA	LUMOS AND ASSOCIATES, INC.	07/11/2024	11286	4,462.50
CDA	OPTIMUM	07/11/2024	11287	1,087.63
CDA	Park Ink	07/11/2024	11288	402.15
CDA	PILOT THOMAS LOGISTICS	07/11/2024	11289	1,409.64
CDA	QUADIENT LEASING USA, INC.	07/11/2024	11290	434.78
CDA	QUILL CORP	07/11/2024	11291	370.94
CDA	RIGHT WAY POOL & SPA	07/11/2024	11292	323.42
CDA	ROLLINS ELECTRIC, INC.	07/11/2024	11293	56.91
CDA	SOUTHERN CALIFORNIA EDISON	07/11/2024	11294	2,200.70
CDA	STANTEC CONSULTING SERV.	07/11/2024	11295	6,930.00
CDA	Terraverde Energy LLC	07/11/2024	11296	9,500.00
CDA	THE FED-UP STORE	07/11/2024	11297	616.76
CDA	Vicki Waggoner	07/11/2024	11298	70.00
CDA	WARREN'S AUTO REPAIR	07/11/2024	11299	117.22
CDA	Wood Rodgers Inc	07/11/2024	11300	3,512.50
CDPT	AMERICAN FIDELITY	07/12/2024	11301	80.76
CDPT	BPOA	07/12/2024	11302	720.00
CDPT	CALIFORNIA STATE DISBURSEMENT UNIT	07/12/2024	11303	369.23
CDPT	US BANK TRUST WESTERN REGION	07/12/2024	11304	3,432.58
CDPT	US BANK TRUST WESTERN REGION	07/12/2024	11305	2,667.54
CDA	ALPINE PAINT OF BISHOP	07/18/2024	11306	24.64
CDA	Aris Electric	07/18/2024	11307	662.00
CDA	ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	07/18/2024	11308	1,673.70
CDA	AXON ENTERPRISE, INC.	07/18/2024	11309	22,991.56
CDA	BAKER SUPPLIES & REPAIRS	07/18/2024	11310	24,750.00
CDA	Bishop Drug Screen	07/18/2024	11311	160.00
CDA	BLIZZARD FIRE PROTECTION	07/18/2024	11312	1,578.81
CDA	Boundary Peak Ready Mix, Inc	07/18/2024	11313	418.69
CDA	BROWN'S SUPPLY	07/18/2024	11314	58.83
CDA	BSK Associates	07/18/2024	11315	346.38
CDA	BURTONS FIRE INC	07/18/2024	11316	16,129.86
CDA	CA DEPARTMENT OF TAX & FEE ADMIN.	07/18/2024	11317	10.00
CDA	CANON FINANCIAL SERVICES	07/18/2024	11318	1,352.76
CDA	CONTROLPOINT ENGINEERING	07/18/2024	11319	3,787.60
CDA	DEPT OF JUSTICE	07/18/2024	11320	927.00
CDA	DIVISION OF THE STATE ARCHITECT	07/18/2024	11321	30.80
CDA	EASTERN SIERRA ENGINEERING, PC	07/18/2024	11322	11,970.00
CDA	FRONTIER	07/18/2024	11323	43.23
CDA	GRAINGER	07/18/2024	11324	89.72
CDA	HUNT PROPANE, INC.	07/18/2024	11325	729.28
CDA	HUNT PROPANE, INC.	07/18/2024	11326	884.59
CDA	Inyo Register	07/18/2024	11327	109.00
CDA	Mammoth Hospital	07/18/2024	11328	284.20
CDA	Maryann Thomas	07/18/2024	11329	250.00
CDA	MCA DIRECT	07/18/2024	11330	54.90
CDA	MISSION LINEN & UNIFORM	07/18/2024	11331	318.79
CDA	OUR WATER WORKS	07/18/2024	11332	30.00
CDA	PILOT THOMAS LOGISTICS	07/18/2024	11333	1,764.79
CDA	QUILL CORP	07/18/2024	11334	218.05
CDA	SIERRA ANALYTICAL LABS INC.	07/18/2024	11335	1,170.00
CDA	SOUTHERN CALIFORNIA EDISON	07/18/2024	11336	43.88
CDA	STATE WATER RESOURCES	07/18/2024	11337	55.00
CDA	True Blue Solutions	07/18/2024	11338	3,400.00
CDA	VERIZON BUSINESS	07/18/2024	11339	63.18
CDA	ALLIANT INS. SERVICES INC	07/25/2024	11340	222.00
CDA	AT&T Mobility LLC	07/25/2024	11341	877.09
CDA	BISHOP HEATING & AIR CONDITIONING INC.	07/25/2024	11342	533.60

Journal	Payee or Description	Date	Check Number	Amount
CDA	BSN SPORTS INC.	07/25/2024	11343	2,938.40
CDA	CALIFORNIA BROADBAND	07/25/2024	11344	168.00
CDA	CARMICHAEL BUSINESS TECH.	07/25/2024	11345	2,179.61
CDA	FRONTIER	07/25/2024	11346	889.66
CDA	GRAINGER	07/25/2024	11347	521.20
CDA	INYO COUNTY ADMINISTRATION	07/25/2024	11348	23,449.00
CDA	Jones Mayer	07/25/2024	11349	15,471.41
CDA	NORTHERN INYO HEALTHCARE DISTRICT	07/25/2024	11350	537.00
CDA	OPTIMUM	07/25/2024	11351	302.17
CDA	PARS PHASE II SYSTEMS	07/25/2024	11352	1,507.29
CDA	QUADIENT LEASING USA, INC.	07/25/2024	11353	515.31
CDA	QUILL CORP	07/25/2024	11354	378.21
CDA	REVIZE, LLC	07/25/2024	11355	2,400.00
CDA	RIGHT WAY POOL & SPA	07/25/2024	11356	445.84
CDA	SHREDPRO, INC	07/25/2024	11357	74.00
CDA	SIERRA ANALYTICAL LABS INC.	07/25/2024	11358	400.00
CDA	SIMPSON TIRE, INC.	07/25/2024	11359	940.00
CDA	SOUTHERN CALIFORNIA EDISON	07/25/2024	11360	547.12
CDA	THE FED-UP STORE	07/25/2024	11361	113.64
CDA	US Foods, Inc.	07/25/2024	11362	929.29
CDA	VERIZON WIRELESS	07/25/2024	11363	259.18
CDA	WARREN'S AUTO REPAIR	07/25/2024	11364	157.30
CDA	WESTERN NEVADA SUPPLY CO.	07/25/2024	11365	574.50
CDP	ELLIS, JAMES V.	07/26/2024	11366	234.43
CDP	SANTANA, FRANCISCO	07/26/2024	11367	1,058.22
CDP	ALVARADO, CRISTAL	07/26/2024	11368	835.42
CDP	FOREHAND, JASON A	07/26/2024	11369	923.35
CDP	GRISHAM, AMANDA R	07/26/2024	11370	3,848.91
CDP	ROBINSON, TOBY R.	07/26/2024	11371	538.62
CDP	NAVALES, RYAN	07/26/2024	11372	354.96
CDP	FITT, ASHLEY	07/26/2024	11373	1,314.69
CDP	WATTERSON, RUTH M.	07/26/2024	11374	114.51
CDP	JACKSON, THOMAS E.	07/26/2024	11375	725.02
CDP	POOL, PRESTON	07/26/2024	11376	553.97
CDP	MADERA, JOCELYN	07/26/2024	11377	415.57
CDP	CARR, PRESLEY	07/26/2024	11378	468.83
CDP	GRAVES, KANO	07/26/2024	11379	988.68
CDP	COKELEY, BRYCE	07/26/2024	11380	822.97
CDP	TURMAN, MYLEE	07/26/2024	11381	598.05
CDP	ENNIS, JERRY	07/26/2024	11382	923.50
CDP	ENNIS, KAREN	07/26/2024	11383	835.56
CDP	DERR, LEVI	07/26/2024	11384	841.67
CDP	RUSSELL, BRET	07/26/2024	11385	3,765.79
CDP	MONDRAGON, DONOVAN	07/26/2024	11386	759.82
CDP	GIDNEY, MARLEY	07/26/2024	11387	696.42
CDP	RAGER, ARIANA	07/26/2024	11388	347.90
CDP	WILSON, JOSHUA	07/26/2024	11389	441.24
CDP	FITT, CALEB	07/26/2024	11390	778.36
CDP	SINFORIANO, XITLALY	07/26/2024	11391	452.45
CDP	MULLNER, LOLA	07/26/2024	11392	845.69
CDP	OSLAND, SCOUT	07/26/2024	11393	720.97
CDP	HAVERSTOCK, CLARE	07/26/2024	11394	763.76
CDP	VETTER, CLAIRE	07/26/2024	11395	441.24
CDP	ORR, TEAGAN	07/26/2024	11396	362.84
CDP	LOWDEN, MIKE	07/26/2024	11397	128.83
CDP	DONDERO, JESIAH	07/26/2024	11398	841.67
CDP	DOUDA, ELLIOT	07/26/2024	11399	728.51
CDPT	AMERICAN FIDELITY	07/26/2024	11400	80.76

Journal	Payee or Description	Date	Check Number	Amount
CDPT	AMERICAN FIDELITY	07/26/2024	11401	2,132.24
CDPT	BPOA	07/26/2024	11402	720.00
CDPT	CALIFORNIA STATE DISBURSEMENT UNIT	07/26/2024	11403	369.23
CDPT	COBEA	07/26/2024	11404	55.50
CDPT	MSA-DENTAL POOL	07/26/2024	11405	5,869.54
CDPT	TEXAS LIFE INSURANCE COMPANY	07/26/2024	11406	361.05
CDPT	THE HARTFORD	07/26/2024	11407	1,862.59
CDPT	U.S Bank PARS Account #: 6746050100	07/26/2024	11408	59,680.90
CDPT	US BANK TRUST WESTERN REGION	07/26/2024	11409	13,818.50
CDPT	US BANK TRUST WESTERN REGION	07/26/2024	11410	3,847.16
CDPT	VISION SERVICE PLAN	07/26/2024	11411	552.60
CDP	DIRECT DEPOSIT TOTAL	07/12/2024	92201	116,465.11
CDP	DIRECT DEPOSIT TOTAL	07/26/2024	92202	139,243.59
CDPT	EMPLOYMENT DEV. DEPT.	07/12/2024	71224200	5,646.00
CDPT	GREAT-WEST LIFE & ANNUITY	07/12/2024	71224201	2,689.54
CDPT	IRS	07/12/2024	71224202	19,913.44
CDPT	PERS	07/12/2024	71224203	31,790.66
CDPT	PERS DEFERRED COMP	07/12/2024	71224204	1,868.75
CDPT	CALPERS MEDICAL	07/26/2024	72624200	89,032.10
CDPT	EMPLOYMENT DEV. DEPT.	07/26/2024	72624201	7,857.00
CDPT	GREAT-WEST LIFE & ANNUITY	07/26/2024	72624202	2,642.50
CDPT	IRS	07/26/2024	72624203	27,548.77
CDPT	PERS	07/26/2024	72624204	34,025.43
CDPT	PERS DEFERRED COMP	07/26/2024	72624205	1,868.75
Grand Totals:				<u>11,279,997.58</u>



Agenda Item: 9.C
Date of Meeting: August 26, 2024
Department: Finance

STAFF REPORT

To: City Council
From: Ethan Aukee
Subject: **Declaration of City-Owned Vehicles as Surplus**
Prepared On: August 12, 2024

Background/History:

The City of Bishop Police Department and Public Works Department have a total of three City-owned vehicles that are no longer being used by department staff. The three vehicles are currently in fair condition. City staff recommends the declaration of each vehicle as surplus and also recommends subsequent inclusion of each vehicle in independent public auctions.

Analysis/Discussion:

If City Council declares the three vehicles as surplus equipment, City staff intend to hold public auctions for purchase of each vehicle on www.publicsurplus.com. This vendor offers its services free of charge to interested sellers. Additionally, this vendor has been vetted by City staff and City Attorney Pucci has reviewed the framework of the relationship between vendor and prospective sellers.

Economic Impacts:

No significant economic impacts.

Budget Impacts:

If City Council declares the vehicles as surplus, the budget would be affected based on the increased revenue resulting from the subsequent sale of each vehicle. The proceeds of any sale would be allocated to City funds using the same allocation percentages associated with the initial purchase of each vehicle.

Legal Review:

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

Recommended Action:

Council consideration to declare the Police Department's 2008 Ford Explorer (VIN #1FMEU73E38UB14505), 2018 Dodge Charger (VIN #2C3CDXKT2JH249094), and the Public Works Department's 2011 Ford F-150 (VIN #1FTMF1E89AKC33031) as surplus equipment.

Approved By: Robin Picken 8/13/2024

Approved By:

Approved By:

Approved By:



Agenda Item: 9.D
Date of Meeting: August 26, 2024
Department: Police

STAFF REPORT

To: City Council
From: Nate Derr
Subject: **Police Department - Vehicle Replacement**
Prepared On: August 19, 2024
Attachments: Enterprise Fleet Stock Quote

Background/History:

Reason for Replacing Aged Police Vehicles with New State-of-the-Art Patrol Vehicles.

The current fleet includes two aged police vehicles namely a 2008 Ford Explorer and a 2018 Dodge Charger in need of over \$8,000.00 in repairs to be fully operational again. These vehicles, while historically reliable, are now experiencing frequent mechanical issues, diminished fuel efficiency, and outdated technology.

1. **Reliability and Safety:** Older vehicles are prone to increased breakdowns and maintenance needs, which can compromise officer safety and hinder their ability to respond quickly to emergencies. New state-of-the-art patrol vehicles are equipped with the latest safety features, reducing the risk of accidents and ensuring officers' reliability in high-stress situations.
2. **Cost Efficiency:** While the initial investment in new vehicles is significant, the long-term savings are substantial. New vehicles are more fuel-efficient and require less frequent maintenance, leading to reduced operational costs over time.
3. **Enhanced Public Perception:** Up-to-date patrol vehicles contribute positively to public perception of the police force. New, well-maintained vehicles reflect a commitment to professionalism and can improve community relations by demonstrating that the department is well-equipped and up-to-date with current standards.

In summary, replacing the two aged police vehicles with new, state-of-the-art patrol vehicles will significantly enhance operational efficiency, officer safety, and community engagement while offering long-term cost savings. This investment aligns with our commitment to providing the highest standard of service to the community.

Analysis/Discussion:

Two years ago, the Bishop Police Department initiated a strategic update to its aging fleet by introducing four leased vehicles from Enterprise. This step has laid the foundation for a sustainable fleet replacement program. By leveraging this system, we now have the opportunity to enhance our operational effectiveness and maintain a modern fleet through an annual vehicle replacement strategy.

1. **Systematic Fleet Management:** The integration of leased vehicles has demonstrated the benefits of a more manageable and predictable fleet replacement approach. By replacing the two aged police vehicles now, we can align with this established system and ensure that our fleet remains current and efficient.
2. **Improved Reliability and Safety:** The two aging vehicles, having served beyond their optimal lifecycle, are increasingly prone to mechanical failures and maintenance issues. New state-of-the-art patrol vehicles will significantly reduce downtime, enhance reliability, and ensure that officers are operating under the safest and most dependable conditions.
3. **Technological Advancements:** Up-to-date patrol vehicles come equipped with the latest technology, including advanced communication systems, enhanced surveillance tools, and improved navigation capabilities. This technology is crucial for effective law enforcement and will enable our officers to perform their duties more efficiently and with greater accuracy.
4. **Cost Efficiency and Sustainability:** By adopting a sustainable replacement program, we can better manage operational costs associated with vehicle maintenance and fuel consumption. New vehicles are more fuel-efficient and require less frequent repairs, contributing to overall cost savings and aligning with our commitment to fiscal responsibility.
5. **Enhanced Community Service:** Modern vehicles reflect a commitment to maintaining a professional and capable police force. New patrol vehicles not only improve officer performance but also positively impact community perception, demonstrating our dedication to providing high-quality service and maintaining public trust.

Economic Impacts:

No significant economic impacts not already mentioned in this staff report.

Budget Impacts:

This item is not budgeted within the FY 2023-24 Budget. For FY 2023-24, staff is proposing use of C.O.P.S. Fund only. Adjustments for this FY are comprised of the below expenses.

Total for Both Vehicles:

License Fees - \$1,680

Tax and Other Fees - \$1,310

Capital Cost Reduction - \$12,012

Up to 10 Months of Lease Expense - \$23,800

Total Increased Spending This FY: \$38,802

C.O.P.S. Fund

Lease Principal, 033-033-57000, Increase of \$38,802

If these lease agreements are approved, City staff intend for the lease expense to be split evenly between the General Fund and C.O.P.S. Fund in subsequent fiscal years (an annual increase in each fund in the amount of \$14,300 throughout the term of the leases).

Quote attached.

Legal Review:

City Attorney Pucci has reviewed this item and finds it complies with the law.

Recommended Action:

Approve the lease of two new patrol vehicles to replace two vehicles set for surplus through the existing enterprise contract and the FY 24/25 budget adjustment as presented.

Approved By: Ethan Aukee 8/19/2024

Approved By:

Approved By:

Approved By:

Prepared For: City of Bishop Ellsworth, Josh				Date 08/01/2024 AE/AM JDD/AGE	
Unit #					
Year 2024		Make Chevrolet		Model Tahoe	
Series Commercial 4dr 4x4					
Vehicle Order Type		In-Stock	Term 60	State CA	Customer# 587091
\$ 59,930.00		Capitalized Price of Vehicle ¹			
\$ 0.00		*	Sales Tax 0.0000% State CA		
\$ 836.31		*	Initial License Fee		
\$ 0.00		Registration Fee			
\$ 125.00		Other: (See Page 2)			
\$ 6,005.50		*	Capitalized Price Reduction		
\$ 525.48		*	Tax on Capitalized Price Reduction		
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Tax on Gain On Prior		
\$ 0.00		*	Security Deposit		
\$ 0.00		*	Tax on Incentive (Taxable Incentive Total : \$0.00)		
\$ 54,049.50		Total Capitalized Amount (Delivered Price)			
\$ 810.74		Depreciation Reserve @ 1.5000%			
\$ 283.45		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 1,094.19		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
		Liability Limit \$0.00			
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	0 / 0
\$ 0.00		Full Maintenance Program ³ Contract Miles 0		OverMileage Charge	\$ 0.0720 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0		# Tires 0	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal			
\$ 95.74		Sales Tax 8.7500%		State CA	
\$ 1,189.93		Total Monthly Rental Including Additional Services			
\$ 5,405.10		Reduced Book Value at 60 Months			
\$ 400.00		Service Charge Due at Lease Termination			

Quote based on estimated annual mileage of 10,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Bishop
 BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Transport Cost (estimated)	B	\$ 340.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 340.00
Total Other Charges Capitalized		\$ 125.00
Other Charges Total		\$ 465.00

VEHICLE INFORMATION:

2024 Chevrolet Tahoe Commercial 4dr 4x4 - US

Series ID: CK10706

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$54,489.6	\$57,600.00
Total Options	\$3,385.40	\$275.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$59,870.00	\$59,870.00

SELECTED COLOR:

Exterior:	GBA-(0 P) Black
Interior:	H0U-(0 I) Jet Black w/Premium Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1FL	Preferred Equipment Group 1FL	NC	NC
AZ3	Front 40/20/40 Split-Bench Seat	STD	STD
BTV	Remote Start	\$273.00	\$300.00
C6H	GVWR: 7,500 lbs (3,402 kgs)	STD	STD
DELPRF	3 Years of OnStar Remote Access Delete	Included	Included
DELUE1	OnStar & Chevrolet Connect Services Delete	Included	Included
DELVV4	4G LTE Wi-Fi Hot Spot Delete	Included	Included
DLR	MSRP Adjustment	\$2,370.75	\$-840.00
GBA_01	(0 P) Black	NC	NC
GU5	3.23 Rear Axle Ratio	STD	STD
H0U_01	(0 I) Jet Black w/Premium Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
L84	Engine: 5.3L EcoTec3 V8	STD	STD
MHS	Transmission: Electronic 10-Speed Automatic w/OD	STD	STD
PNTTBL01	Paint Table : Solid Paint	\$0.00	\$0.00
QAE	Tires: 275/60R20SL AT BW	\$91.00	\$100.00
RD4	Wheels: 20" x 9" Painted Aluminum	\$728.00	\$800.00
STDTM	Premium Cloth Seat Trim	STD	STD
UDA	Deactivated Vehicle Communication System	\$-77.35	\$-85.00
UIJ	Infotainment Display	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
VK3	License Plate Front Mounting Package	NC	NC
ZW7	Premium Smooth Ride Suspension	STD	STD
ZY1	Solid Paint	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Side Steps: yes
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
Roof Rack: rails only
: class IV trailering with harness, hitch
Body Side Cladding: black bodyside cladding
Grille: grille with chrome bar

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Keyless Open and Start proximity key
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote start - keyfob and smart device (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Emergency SOS: OnStar and Chevrolet connected services capable
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet
AC Power Outlet: 2 120V AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Front and Rear Park Assist front and rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS: four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: PASS-Key III immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
3rd Row Headrests: 2 fixed third row head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 9
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 60-40 split-bench seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat tumble forward
Rear Seat Armrest: rear seat centre armrest
3rd Row Seat Type: fixed third row 60-40 split-bench seat
3rd Row Electric Control: fold into floor third row seat
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual

CITY OF BISHOP
PROFESSIONAL SERVICE AGREEMENT

This professional service agreement is made and effective as of March 11th, 2024, between the City of Bishop, a California municipal corporation ("Agency"), and "Blackpoint LLC," a California Limited Liability Company, in Bishop, California.

RECITALS

- A. The City of Bishop operates a 24-hour emergency Communications center for Police, Fire and emergency medical services ("EMS"), but does not have in-house staff to provide for routine maintenance of the center equipment on a 24/7 basis.
- B. The City of Bishop owns and operates mobile radios for emergency services, but does not have in-house staff to provide for emergency response for repair and replacement of radio equipment on a 24/7 basis.
- C. The City of Bishop owns and operates radio repeater sites, but does not have in-house staff to provide needed equipment repairs and replacements at repeater sites on a 24/7 basis.
- D. The City of Bishop needs state-of-the-art communications and radio equipment for its EMS operations, but does not have in-house staff with the skills and experience to source and provide these items.
- E. Hiring consultant Blackpoint LLC to exclusively provide the services described above is consistent with the City's Purchasing Guidelines, as adopted by Resolution Number 2022-07 because Blackpoint LLC has exclusive knowledge of the system and has properly maintained the current system exclusively.

In consideration of the mutual covenants and conditions set forth herein, the parties agree that the above recitals are true, and further agree as follows:

I. TERM

This Agreement shall commence on March 11th, 2024 and shall remain and continue in effect until tasks described herein are completed, but in no event later than March 11th, 2029 unless sooner terminated pursuant to the provisions of this Agreement.

II. SERVICES

Blackpoint LLC shall method, details and means of performing the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Blackpoint LLC shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from Blackpoint LLC, such proposal is incorporated only for the description of the scope of

services and no other terms and conditions from any such proposal shall apply to this Agreement unless specifically agreed to in writing.

III. PERFORMANCE

Blackpoint LLC shall at all times faithfully, competently, and to the best of their ability, experience, and talent, perform all tasks described herein. Blackpoint LLC shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Blackpoint LLC hereunder in meeting its obligations under this Agreement.

IV. AGENCY REPRESENTATIVE

The Chief of Police and Fire Chief shall represent Agency in all matters pertaining to the administration of this Agreement, and shall review and approve all products submitted by Blackpoint LLC. Agency's Chief's shall be authorized to act on Agency's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Blackpoint LLC's compensation, subject to Section V hereof.

V. PAYMENT

Payment terms under this agreement are set forth in Exhibit B, attached hereto and incorporated. Blackpoint LLC shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the Agency disputes any of Blackpoint LLC's fees, it shall give written notice to Blackpoint LLC within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

VI. TERMINATION OF AGREEMENT

A. Except as otherwise provided herein below, either party may terminate this Agreement, or any portion hereof, by serving written notice of termination upon the other party at least ten (10) days prior to the date of termination. Upon receipt of said notice, the Blackpoint LLC shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Agency terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this section, the Agency shall pay to Blackpoint LLC the actual value of the work performed up to the time of termination, less any disputed amounts. Upon termination of the Agreement pursuant to this section, the Blackpoint LLC will submit an invoice to the Agency as provided herein above.

VII. DEFAULT

A. Either party's failure to comply with the provisions of this Agreement shall constitute a default. In the event that either party is in default for cause under the terms of this Agreement, the affected party shall promptly notify the deficient party of such default and following such notice shall have no obligation or duty to continue compensating or providing any work after the date of default and can terminate this Agreement immediately by written notice to the other party. If such failure hereunder arises out of causes beyond either party's control, and without fault or negligence, it shall not be considered a default.

B. If the Agency determines the Blackpoint LLC is in default in the performance of any of the terms or conditions of this Agreement, Agency shall cause to be served upon the Blackpoint LLC a written notice of the default. The Blackpoint LLC shall have ten (10) days after service of default notice to cure the default as directed by the Agency in the notice of default. In the event the Blackpoint LLC fails to cure its default within such period of time, the Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

VIII. OWNERSHIP OF DOCUMENTS

A. Blackpoint LLC shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Blackpoint LLC shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Blackpoint LLC shall provide free access to the Agency at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of the Blackpoint LLC. With respect to computer files, Blackpoint LLC shall make available to the Agency, at the Blackpoint LLC's office and upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Blackpoint LLC hereby grants to

Agency all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Blackpoint LLC in the course of providing the services under this Agreement.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnification

To the fullest extent permitted by law, Blackpoint LLC shall indemnify and hold harmless Agency and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Blackpoint LLC, its officers, agents, employees or subcontractors (or any agency or individual that Blackpoint LLC shall bear the legal liability thereof) in the performance of services under this Agreement. Blackpoint LLC's duty to indemnify and hold harmless Agency shall not extend to the Agency's sole or active negligence or willful misconduct.

B. Duty to defend

In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by Agency, Blackpoint LLC shall defend the Indemnified Parties at Blackpoint LLC's cost or at Agency's option, to reimburse Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Blackpoint LLC's negligent acts, errors or omissions. Payment by Agency is not a condition precedent to enforcement of this provision. In the event of any dispute between Blackpoint LLC and Agency, as to whether liability arises from the sole or active negligence or willful misconduct of the Agency or its officers, employees, or agents, Blackpoint LLC will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Blackpoint LLC will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

X. INSURANCE

Blackpoint LLC shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C, attached herewith and incorporated herein by this reference as though set forth in full.

XI. INDEPENDENT CONTRACTOR

A. Blackpoint LLC is and shall at all times remain as to the Agency a wholly independent contractor. The personnel performing the services under this Agreement on

behalf of Blackpoint LLC shall at all times be under Blackpoint LLC's exclusive direction and control. Neither Agency nor any of its officers, employees, or agents shall have control over the conduct of Blackpoint LLC or any of Blackpoint LLC's officers, employees, or agents, except as set forth in this Agreement. Blackpoint LLC shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the Agency. Blackpoint LLC shall not incur or have the power to incur any debt, obligation, or liability whatever against Agency, or bind Agency in any manner.

B. No employee benefits shall be available to Blackpoint LLC in connection with the performance of this Agreement. Except for the fees paid to Blackpoint LLC as provided in the Agreement, Agency shall not pay salaries, wages, or other compensation to Blackpoint LLC and/or its employees for performing services hereunder for Agency. Agency shall not be liable for compensation or indemnification to Blackpoint LLC for injury or sickness to its employee(s) arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

The Blackpoint LLC shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Blackpoint LLC shall at all times observe and comply with all such laws and regulations. The Agency, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Blackpoint LLC to comply with this section.

XIII. UNDUE INFLUENCE

Blackpoint LLC declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the Agency in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency has or will receive compensation, directly or indirectly, from Blackpoint LLC, or from any officer, employee, or agent of Blackpoint LLC, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the Agency to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO AGENCY EMPLOYEES

During their tenure and for one year thereafter, no member, officer, or employee of Agency, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the services under this Agreement shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

A. All information gained by Blackpoint LLC in performance of this Agreement shall be considered confidential and shall not be released by Blackpoint LLC without Agency's prior written authorization. Blackpoint LLC, its officers, employees, agents, or subcontractors, shall not without written authorization from the Agency or unless requested by the Agency, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the Agency. Response to a subpoena or court order shall not be considered "voluntary" provided Blackpoint LLC gives Agency notice of such court order or subpoena.

B. Blackpoint LLC shall immediately notify Agency, and immediately comply with Agency's instructions, upon receiving any request for information in the performance of this agreement. Blackpoint LLC shall also promptly notify Agency should Blackpoint LLC, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Agency, unless the Agency is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Blackpoint LLC is prohibited by law from informing the Agency of such Discovery. Agency retains the right, but has no obligation, to represent Blackpoint LLC and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless Agency is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Blackpoint LLC in such proceeding, Blackpoint LLC agrees to cooperate fully with Agency and to provide the opportunity to review any response to Discovery requests provided by Blackpoint LLC. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

XVI. NOTICES

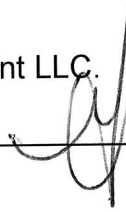
Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service; (ii) delivery by a reputable document delivery service (e.g., Federal Express), which provides a receipt showing date and time of delivery; or (iii) United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To AGENCY: Police Chief Nathaniel Derr

Fire Chief Brett Russell

Attention: City Clerk
City of Bishop
377 W. Line Street
Bishop, CA. 93514

To BLACKPOINT LLC: Blackpoint LLC.



XVII. ASSIGNMENT

A. Blackpoint LLC shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Due to the personal nature of the services to be rendered pursuant to this Agreement, only Blackpoint LLC shall perform the services described in this Agreement.

B. Before retaining or contracting with any subcontractors for any services under this Agreement, Blackpoint LLC shall provide Agency with the identity of the proposed subcontractor, a copy of the proposed written contract between Blackpoint LLC and such subcontractor which shall include an indemnity provision identical to the one provided herein identifying Agency as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from Agency for such insurance.

C. Blackpoint LLC may use assistants, under their direct supervision, to perform some of the services under this Agreement. Blackpoint LLC shall provide Agency fourteen (14) days' notice prior to the departure of Nathan Dondero from Blackpoint LLC's employ. Should Nathan Dondero leave Blackpoint LLC's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Blackpoint LLC's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Blackpoint LLC.

XVIII. LICENSES

At all times during the term of this Agreement, Blackpoint LLC shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

XIX. GOVERNING LAW

The Agency and Blackpoint LLC understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Agency.

XX. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. SEVERABILITY

Any part, provision, or representation of this Agreement or any of its exhibits, including, but not limited to Exhibit C, which is held to be invalid, void or unenforceable by a court of competent jurisdiction, shall be limited to that part, provision or representation and all other parts, provisions, or representations herein shall remain in full force and effect.

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Blackpoint LLC warrants and represents that they have the authority to execute this Agreement on behalf of the Blackpoint LLC and have the authority to bind Blackpoint LLC to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Blackpoint LLC

By: _____

(Signature)

Jinger Bessipanis - Dardero
(Typed Name)

Owner

(Title)*

*Authorized to sign for Blackpoint LLC by Section XXII of its Operating Agreement, attached hereto and incorporated as Exhibit D.

City of Bishop
A Municipal Corporation

Nathaniel Derr, Chief of Police

ATTEST:

Robin Picken, City Clerk

APPROVED AS TO FORM:

By: _____

Dean Pucci, City Attorney

Attachments:	Exhibit A	Tasks to Be Performed
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Section XXII of Blackpoint LLC's Operating Agreement

EXHIBIT A

TASKS TO BE PERFORMED

- A. Blackpoint LLC agrees to provide routine maintenance of the Communication Center radio system, City owned radios and repeater sites.

- B. Blackpoint LLC agrees to provide 24-hour, 7 day a week, year-round emergency response for repair and replacement of radio equipment including equipment within the Communications center and at repeater sites.

- C. Blackpoint LLC agrees to provide the City with state of the art modern radio equipment when upgrades are needed.

EXHIBIT B

PAYMENT SCHEDULE

A. Blackpoint LLC shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the Agency disputes any of Blackpoint LLC's fees, it shall give written notice to Blackpoint LLC within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefore.

B. Blackpoint LLC. will bill at an hourly rate of \$95.00 per hour, for maintenance, repairs and service. Subject to change at anytime by written agreement between the City and Blackpoint LLC. Equipment will purchased at market rate or below.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Blackpoint LLC's indemnification of Agency, and prior to commencement of work and/or services under this Agreement, Blackpoint LLC shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

General liability insurance. Blackpoint LLC shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Blackpoint LLC shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Blackpoint LLC arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Blackpoint LLC shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Blackpoint LLC agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Blackpoint LLC and its employees operate as independent contractors (10-99 employees).

Blackpoint LLC shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees, and volunteers.

Other provisions or requirements

Proof of insurance. Blackpoint LLC shall provide certificates of insurance and required endorsements to Agency as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency for the contract period and any additional length of time required thereafter. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Blackpoint LLC shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Blackpoint LLC, their agents, representatives, employees, or subcontractors.

Primary/noncontributing. Coverage provided by Blackpoint LLC shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self- insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by Agency will be promptly reimbursed by Blackpoint LLC or Agency will withhold amounts sufficient to pay premium from Blackpoint LLC payments. In the alternative, Agency may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Blackpoint LLC or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Blackpoint LLC hereby waives its own right of recovery against Agency and shall require similar written express waivers and insurance clauses from each of its subBlackpoint LLCs.

Enforcement of contract provisions (non estoppel). Blackpoint LLC acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Blackpoint LLC of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Blackpoint LLC maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by Blackpoint LLC. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Blackpoint LLC agrees to oblige its insurance agent or broker and insurers to provide the Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Blackpoint LLC's insurers are unwilling to provide such notice, then Blackpoint LLC shall have the responsibility of notifying the Agency immediately in the event of Blackpoint LLC's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Agency and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Blackpoint LLC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Blackpoint LLC agrees to ensure that its subcontractors and any other party who is brought onto or involved in the project/service by Blackpoint LLC, provide the same minimum insurance coverage and endorsements required of Blackpoint LLC under this Agreement. Blackpoint LLC agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Blackpoint LLC's Subcontractor cannot comply with this requirement, which proof must be submitted to the Agency, Blackpoint LLC may still be able to utilize the Subcontractor provided Blackpoint LLC shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Blackpoint LLC, but in all other terms consistent with Blackpoint LLC's requirements under this Agreement. This provision does not relieve Blackpoint LLC of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Blackpoint LLC with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Blackpoint LLC under this Agreement given the limited scope of work or services provided by the subcontractor. Blackpoint LLC agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to Agency for review.

Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Blackpoint LLC ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Blackpoint LLC, the Agency and Blackpoint LLC may renegotiate Blackpoint LLC's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely notice of claims. Blackpoint LLC shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Blackpoint LLC's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Blackpoint LLC shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT D – SIGNATORY AUTHORITY, BLACKPOINT LLC



RRODRIGUEZ

4/4/2024

PRODUCER		CONTACT NAME:	
Warren W. Reed Insurance, Inc.		PHONE (A/C, No, Ext): (775) 782-2277	
1521 Hwy 395 N		FAX (A/C, No): (775) 782-8923	
Gardnerville, NV 89410		E-MAIL ADDRESS: info@warrenreed.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Liberty Mutual Group	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
INSURED			
Black Point LLC			
1407 Arlen Ln			
Gardnerville, NV 89410			

INSR LTR	TYPE OF INSURANCE				ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	X	COMMERCIAL GENERAL LIABILITY				X	BLS(24)56639005	2/14/2024	2/14/2025	EACH OCCURRENCE		\$ 1,000,000		
		CLAIMS-MADE	X	OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)		\$ 100,000		
										MED EXP (Any one person)		\$ 5,000		
										PERSONAL & ADV INJURY		\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE					\$ 2,000,000				
		POLICY		PRO-JECT						LOC	PRODUCTS - COMP/OP AGG		\$ 2,000,000	
		OTHER:										\$		
												\$		
	AUTOMOBILE LIABILITY									COMBINED SINGLE LIMIT (Ea accident)		\$		
	ANY AUTO OWNED AUTOS ONLY					SCHEDULED AUTOS				BODILY INJURY (Per person)		\$		
	HIRED AUTOS ONLY					NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident)		\$		
										PROPERTY DAMAGE (Per accident)		\$		
												\$		
		UMBRELLA LIAB			OCCUR					EACH OCCURRENCE		\$		
		EXCESS LIAB			CLAIMS-MADE					AGGREGATE		\$		
		DED		RETENTION \$								\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				N / A						PER STATUTE		OTH-ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)										E.L. EACH ACCIDENT		\$		
If yes, describe under DESCRIPTION OF OPERATIONS below										E.L. DISEASE - EA EMPLOYEE		\$		
										E.L. DISEASE - POLICY LIMIT		\$		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph **2. Exclusions** of **Section I – Coverage A - Bodily Injury And Property Damage Liability**, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraph **(2)** of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2)** A watercraft you do not own that is:
 - (a)** Less than 52 feet long; and
 - (b)** Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY – ELEVATORS

1. Under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property** do not apply if such “property damage” results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to **Section IV – Commercial General Liability Conditions**, Condition **4. Other Insurance**, Paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability**:
 - a.** The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

 - (i)** Premises rented to you for a period of 7 or fewer consecutive days; or
 - (ii)** Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

2. Paragraph **6.** under **Section III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

- (1) While rented to you; or
- (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

- 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. Under **Supplementary Payments – Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II – Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph **1.a.** above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph **1.b.** above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph **1.c.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph **b.** of Condition **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

- b.** The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

- 1.** The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a.** Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
 - c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - d.** We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
- 2.** The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

- (1)** "Bodily injury" or "personal and advertising injury":
- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
 - (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
 - (d)** Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to “bodily injury” or “personal and advertising injury” caused by an “employee” who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the “employee’s” job responsibilities assigned by you, includes the direct supervision of other “employees” of yours. However, none of these “employees” are insureds for “bodily injury” or “personal and advertising injury” arising out of their willful conduct, which is defined as the purposeful or willful intent to cause “bodily injury” or “personal and advertising injury”, or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision **J.** is excess over any other valid and collectable insurance available to your “employee”.

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph **3.** of **Section II - Who Is An Insured** is replaced by the following:

- 3.** Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a.** Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d.** Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition **6. Representations**:

Your failure to disclose all hazards or prior “occurrences” existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior “occurrences” is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition **2. Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an “occurrence”, offense, claim or “suit” by an agent, servant or “employee” of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph **1.** of **Section II – Who Is An Insured** or a person who has been designated by them to receive reports of “occurrences”, offenses, claims or “suits” shall have received such notice from the agent, servant or “employee”.

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V – Definitions**, Definition **3.** is replaced by the following:

- 3.** “Bodily Injury” means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



City of Bishop Planning Commission

There will be no Planning Commission Meeting
August 27, 2024

The next regularly scheduled meeting will be
September 24, 2024

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