



CITY OF BISHOP

CITY COUNCIL MEETING AGENDA

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

MONDAY, NOVEMBER 25, 2024 - 5:30 PM

NOTICE TO THE PUBLIC: Please be advised this meeting is accessible to the public in person, on the City of Bishop website, or on the local government cable channel 12. In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in this meeting, please contact the City Clerk at 760-873-5863 Extension 124. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102.35.104 ADA Title II].

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

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

Public comments may be made:

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

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

1. CALL TO ORDER - 5:30 p.m. Monday, November 25, 2024
2. ROLL CALL
3. PUBLIC COMMENT PRIOR TO CLOSED SESSION

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

4. **CLOSED SESSION**

A. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** pursuant to Government Code § 54956.9 - Name of Case: City of Bishop et al vs. Aaron Schat et al Case No: SI CV CV-2368971

5. **OPEN SESSION** - 6:00 p.m. Monday, November 25, 2024

6. **MOMENT OF SILENCE** - As we begin tonight's meeting, please join me in a moment of silence for self-meditation, prayer, or reflection.

7. **PLEDGE OF ALLEGIANCE** - Mayor Garcia will lead the pledge of allegiance.

8. **ROLL CALL**

9. **PUBLIC COMMENT**

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

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

11. **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

12. **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 - November 25, 2024**

[BACCIC November 25 2024 City Council Report](#)

13. **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. City Council Meeting Minutes

Recommended Action: Council consideration to approve the City Council Meeting Minutes for October 28, 2024, and to receive and file the Meeting Cancellation Notices for May 13, 2024, July 8, 2024, and October 14, 2024.

[Minutes 2024 10 28](#)

[Meeting Cancellation Notice 2024 05 13](#)

[Meeting Cancellation Notice 2024 07 08](#)

[Meeting Cancellation Notice 2024 10 14](#)

B. October 2024 Budget Report

Recommended Action: City Council to accept the October 2024 Budget Report.

[October 2024 Budget Report](#)

C. October 2024 Financial Reports

Recommended Action: City Council to accept the October 2024 Financial Reports.

[October 2024 Bank Reconciliation Report](#)

[October 2024 Combined Cash Report](#)

[October 2024 Warrant Register Report](#)

[October 2024 Investment Portfolio Report](#)

D. Amendment to Extend the Existing Agreement Between the City of Bishop and Inyo Council for the Arts

Recommended Action: City Council to approve the proposed amendment and authorize the City Administrator to execute the amendment on behalf of the City.

[Inyo Council for the Arts Service Agreement](#)

[Draft Amendment No 1 to ICFTA Agreement](#)

[ICFTA Final Report for 2023-24](#)

E. Electrical Facilities Cost Sharing Agreement with Caltrans

Recommended Action: Council consideration to approve the Electrical Facilities Cost Sharing Agreement with Caltrans, District 9.

[TR-09-5-103 City of Bishop ECSA street lighting](#)

F. Second Reading and Adoption of a Proposed Ordinance Amending Section 9.24.020 The City of Bishop Ordinances, Unlawful Acts in the Park, in Order to Prohibit Fishing.

Recommended Action: Council consideration to approve the second reading and adoption of the proposed ordinance by title only.

An Ordinance of the City Council of the City of Bishop, State of California, Amending Section 9.24.020 The City of Bishop Code of Ordinances, Unlawful Acts in the Park, in Order to Prohibit Fishing

[Ordinance Prohibiting Fishing in The City Park](#)

14. NEW BUSINESS

A. Recommended List of Grant in Support Awards

Recommended Action: Council consideration to award grants in support as recommended by the Grant in Support Ad Hoc Committee.

B. **Task Order for the Field 6 Enhancement Project Design**

Recommended Action: Council consideration to approve the Public Works Director to sign a task order with Wood Rodgers to develop a conceptual plan and design for the Field 6 Enhancement Project for a not-to-exceed fee of \$42,830.

[TO04_Field 6 \(tasks 1-3 only\)](#)

[TO04_Field 6 \(tasks 1-3 only\) Fee Estimate](#)

15. **FUTURE AGENDA ITEMS**

16. **COUNCIL AND COMMITTEE REPORTS**

17. **ADJOURNMENT**

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

Bishop Area Chamber of Commerce & Information Center
Report to Bishop City Council for Monday November 25, 2024
Prepared by: Tawni Thomson, Executive Director

BISHOP INFORMATION CENTER/OTHER DESTINATION DEVELOPMENT PROGRAMS:

Information Center: November is typically quiet in the Information Center – about 600 guest engagements so far this month. We will be closed Thanksgiving Day, open Friday & Saturday following the holiday. Those days are typically very busy, and we encourage locals that have family visiting to bring them in for ideas on fun things to do and see.

We have transitioned to a 6-day per week schedule, closed on Sundays now. We do this to conserve resources so we can be open longer hours and 7 days per week during the busier summer season. Some guest hosts will be collecting surveys at Bishop Airport beginning mid-December; staff time will be reimbursed by MLT.

Website:

- New version of www.bishopvisitor.com launched 10/15/24
- 85K Pageviews in October – up 8K over October 2023
- Book Direct generated 1,432 searches for lodging in Bishop. About \$5K in direct bookings. Book Direct guests stay 2 nights on average and spend \$169 per night. They book about 20 days in advance of their trip.
- Local partners are starting to use the event self-submission feature.

Datafy:

- Always one month lag in data.
- 34K trips to Bishop in September with average length of stay at 3.3 days.
- Top Origins: LA, Bakersfield, San Diego, Reno, Sacramento, San Francisco, Las Vegas and Phoenix
- Attribution campaigns launched 11/5. Off to a great start - 93K impressions, 25K video completions.

Paid Social Campaigns:

- New agency is TwoSix Digital.
- Overall CTR is 6.6% and \$0.09 cost per click.

Organic Social Stats for October:

- Organic Facebook: 23 posts. 1.1M reach. 439 comments. 13.6K likes. Gained 1K new followers. 65K total followers.
- Organic Instagram: 11 posts & 12 stories. 138K reach. 13.3K likes. 123 comments.
- TikTok: 2 posts, 1.7K likes, 98 comments. Gained 130 followers last month. Total 5.1K followers.
- YouTube Channel is still gaining traction. 433 subscribers with total watch time of 42.2 hours.

Lodging Statistics: October average occupancy was 83.6%. ADR was \$164.

CHAMBER OF COMMERCE/LOCAL COMMUNITY MATTERS:

Downtown Bishop Beautification Grants: 36 applications received with total ask of \$271K. Selection committee met on 11/19 to review and score the applications.

Sierra Sourced Initiative: New project to highlight locally grown/made products. It is a California Jobs First Project and there will be an introductory meeting on 12/5, 3:30 pm at Mammoth Brewing Company.

Snowflakes: Bishop Chamber coordinated with City Park Crew, CalTrans and LADWP to get permits, insurance, and installation of the snowflakes – they went up on 11/19. And, we purchased \$600 worth of replacement light bulbs. Thanks to all who helped!

Community Christmas Parade: Saturday, 12/7. Start time is 4:30. Start at South Street, end at Bishop City Park. Rotary Santa Mile will start at Bishop Chamber at 4:15 pm and go opposite direction before the parade. Tree lighting ceremony in front of park immediately following parade. Santa will visit with kids after the parade at Eastside Guesthouse. Academy Street Party with live music and vendors. We are encouraging all downtown shops and restaurants to stay open late.

Note: Some people refer to the event as the “Chamber Christmas Parade,” but we really can’t take credit for the whole thing and it’s not a fundraiser or benefit for our organization. The Chamber does take the lead in getting the necessary permits and insurance, and we do sign up the participants and buy the trophies, but there are so many people behind the scenes that make the parade possible. City of Bishop Public Works, Parks & Rec, Police and Fire along with CHP and CalTrans work extra hard to make sure the detour is in place, and everyone is safe. Dozens of volunteers direct traffic and help with other event details. The Bishop Chamber staff and volunteer board members are happy to work alongside all the other great people that make this wonderful evening possible.

Railroad Express: Saturday 12/14, 10am-3pm at Laws Railroad Museum & Historical Site. Train rides, wagon rides, crafts, hot cocoa, s’mores, free books thanks to Altrusa and visits with Santa. Tickets are available now on Eventbrite or day of event at Laws. New this year, we are seeking co-sponsors that will have banner placement at the event, acknowledgement in the event map/program and complimentary tickets they can give to employees or families that may not be able to attend the event.

Holiday Mixer: Thursday, 12/19, 6pm at High Country Lumber. Great food, beverages, prizes and great company. Everyone is welcome.

Shop Local Raffle: Will deliver raffle boxes to participating merchants this week and begin advertising first week in December.

Home & Business Decorating Contest: Thanks to Bishop Real Estate and Jake Rasmuson for sponsoring! Sign up now on www.bishopchamberofcommerce.com or at Bishop Chamber Office. No fee to enter. Separate Categories for homes and businesses. 1st place \$200, 2nd place \$150, 3rd place \$100.

CITY OF BISHOP
CITY COUNCIL MINUTES
OCTOBER 28, 2024

1) CALL TO ORDER

Mayor Garcia called the meeting of the Bishop City Council to order at 5:03 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

2) ROLL CALL

PRESENT:

Councilmember Ellis
Councilmember Schwartz
Mayor Pro Tem Kong
Mayor Garcia

ABSENT:

Councilmember Muchovej

Councilmember Muchovej joined the meeting at 5:06 p.m.

OTHERS PRESENT: Deston Dishion, City Administrator; Robin Picken, City Clerk; Dean J. Pucci, City Attorney; Nora Gamino, Public Works Director; and Jessica Ortiz, Administrative/Accounting Assistant

3) PUBLIC COMMENT PRIOR TO CLOSED SESSION

No public comments were made.

4) CLOSED SESSION

4.A) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
pursuant to Government Code § 54956.9 - Name of Case: City of
Bishop et al vs. Aaron Schat et al Case No: SI CV CV-2368971

Closed Session began at 5:04 p.m. Closed Session ended at 6:05 p.m.

5) OPEN SESSION

Mayor Garcia called the open session of the Bishop City Council to order at 6:08 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

6) MOMENT OF SILENCE

Mayor Garcia announced a moment of silence.

7) PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Muchovej.

8) ROLL CALL

PRESENT:

Councilmember Ellis
Councilmember Schwartz
Councilmember Muchovej
Mayor Pro Tem Kong
Mayor Garcia

ABSENT:

None.

OTHERS PRESENT: Deston Dishion, City Administrator; Robin Picken, City Clerk; Dean J. Pucci, City Attorney; Bret Russell, Fire Chief; Nate Derr, Police Chief; Nora Gamino, Public Works Director; Dan McElroy, Community Services Manager; and Jessica Ortiz, Administrative/Accounting Assistant

City Administrator Dishion announced that Item 14G is pulled from the consent calendar.

9) PUBLIC COMMENT

Rick Klug, a local resident, recited a prayer.

Carl Hoelscher, a local resident, made public comments against the mandate to implement water meters in Bishop and asked that Council speak to the State Water Resource Board about the millions of dollars that will be imposed upon the citizens who live here to do so.

Kevin Daniels, a Bishop resident and business owner, made public comments relating to speeding on East Line Street. Kevin Daniels spoke to speeding being a problem for years now and requested that the police patrol East Line Street for speeding and that parents should educate their children on playing safe near streets. Kevin Daniels also asked that Council address dangers related to E-Bikes as well.

Aaron Schat, a local resident and business owner, made public comments relating to a housing project for the community and the installation of a baking oven. Aaron Schat requested a meeting with Council to discuss how to keep the proposed housing project of 70-units moving forward, especially since housing is an issue in Bishop.

No further public comments were made.

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

Mayor Garcia announced that there is no action to report.

11) DEPARTMENT REPORTS

Written reports from the Fire, Police, Public Works, Community Services, Planning, and Administration Departments were submitted on each department's activities

including upcoming and ongoing projects. Verbal reports were also given by the Fire, Police, Public Works, Community Services, and Administration Departments.

11.A) Fire Department Report - Fire Chief Bret Russell

Fire Department Report - September 2024

11.B) Police Department Report - Police Chief Nate Derr

Police Department Report - September 2024

11.C) Public Works Department Report - Public Works Director Nora Gamino

Public Works Department Report - September 2024

11.D) Community Services Department Report - Community Services Manager Daniel McElroy

Community Services Department Report - September 2024

11.E) Planning Department Report - Assistant Planner Ana Budnyk

Planning Department Report - September 2024

11.F) City Administrator Report - City Administrator Deston Dishion

City Administrator Report - September 2024

12) BISHOP AREA CHAMBER OF COMMERCE & INFORMATION CENTER UPDATE

12.A) Bishop Area Chamber of Commerce and Information Center Update Report - October 28, 2024

BACCIC October 28 2024 City Council Report

Executive Director Tawni Thomson reviewed her report with Council and provided some additional information to Council on the Bishop Area Chamber of Commerce and Information Center activities.

13) PRESENTATIONS

13.A) Acknowledgement of Community Services Park Helpers Jerry Ennis and Karen Ennis

City Administrator Dishion recognized employees Karen and Jerry Ennis for maintaining building and grounds and areas of our town.

13.B) Inyo Mono Advocates for Community Action (IMACA) Annual Update

IMACA Executive Director Kellie Barcelox provided an update on IMACA.

14) CONSENT CALENDAR

14.A) City Council Meeting Minutes

Minutes 2024 06 10

Minutes 2024 06 12 - Special Meeting

Minutes 2024 06 24

Minutes 2024 07 22

Minutes 2024 08 12

Minutes 2024 08 26

Minutes 2024 09 09

Minutes 2024 09 19 - Special Meeting

Minutes 2024 09 23

14.B) Personnel Status Change Report - October 28, 2024

Personnel Status Change Report - 10/28/2024

14.C) September 2024 Budget Report

September 2024 Budget Report

14.D) September 2024 Financial Reports

September 2024 Bank Reconciliation Report

September 2024 Combined Cash Report

September 2024 Investment Portfolio Report

September 2024 Warrant Register Report

14.E) C.O.P.S. Fund Budget Adjustment

Cover Page

14.F) Final Reports from the Fiscal Year 2023-2024 Grant in Support Program

Cover Page

Altrusa Final Report 2023-24

Bishop Area Bike Organization Final Report 2023-24

Bishop Museum & Historical Society Final Report 2023-24

C5 Studios Final Report 2023-24

Eastside Student Center Final Report 2023-24

14.G) Fiscal Year 2024-2025 Economic Development Agreement with the Chamber of Commerce - ITEM PULLED

Cover Page

Draft Economic Development Agreement_Chamber of Commerce_FY 2024-25

14.H) Granicus Agreement – One-Year Extension 11/12/2024-11/11/2025

Cover Page

Granicus Agreement 2018-2021

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

Granicus Proposed Agreement 2024/11/12 to 2025/11/11

14.I) Public Works Superintendent and Supervisor Job Descriptions

Cover Page

FT Public Works Supervisor DRAFT

FT Public Works Superintendent DRAFT

14.J) Building Permits Issued Report

Building Permit Issued Report - September 2024

14.K) Planning Commission Meeting Cancellation Notice

October 29, 2024 - Cancellation Notice

Mayor Garcia reminded Council that Item 14G is pulled from the Consent Calendar.

No public comments were made.

Motion/Councilmember Muchovej Seconded/Councilmember Schwartz
Councilmember Muchovej made a motion to approve the Consent Calendar with the removal of Item 14.G (Fiscal Year 2024-2025 Economic Development Agreement with the Chamber of Commerce).
Motion passed 5-0

Ayes: Councilmember Ellis, Councilmember Schwartz, Councilmember Muchovej, Mayor Pro Tem Kong, Mayor Garcia

Noes: None

Abstain: None

Absent: None

15) NEW BUSINESS

An Ordinance of the City Council of the City of Bishop, State of California, Adding Chapter 8.26 to the City of Bishop Code of Ordinances, Prohibiting Public Urination and Defecation.

Motion passed 5-0

Ayes: Councilmember Ellis, Councilmember Schwartz, Councilmember Muchovej, Mayor Pro Tem Kong, Mayor Garcia

Noes: None

Abstain: None

Absent: None

15.C) Award Construction Bid for the Community Garden Enhancement Project

Cover Page

Community Services Manager McElroy reviewed this item with Council.

Public comments were made by Tonya Miller, a local resident, asked a question as to when would the City receive reimbursement.

Community Services Manager McElroy replied to Tonya Miller that the City would receive the City's requested reimbursement quarterly.

No further public comments were made.

Motion/Councilmember Schwartz Seconded/Councilmember Muchovej
Councilmember Schwartz made a motion to approve awarding the Community Garden Enhancement Project contract to Clair Concrete Inc. in the amount of \$88,324.00, authorize the execution of the construction contract with Clair Concrete Inc., and authorize the expenditure in a not-to-exceed amount of \$88,324.00 including 10% contingency.

Motion passed 5-0

Ayes: Councilmember Ellis, Councilmember Schwartz, Councilmember Muchovej, Mayor Pro Tem Kong, Mayor Garcia

Noes: None

Abstain: None

Absent: None

15.D) Formation of Grant in Support Review Ad Hoc Committee

Cover Page

City Administrator Dishion reviewed this item with Council. Councilmember Schwartz and Councilmember Ellis agreed to sit on the Grant in Support Review Ad Hoc Committee with City Administrator Dishion and Finance Director Aukee.

16) FUTURE AGENDA ITEMS

Councilmember Muchovej, with consensus from Council, asked that Public Works Director Gamino discuss potential projects for the City should Proposition 4 funding pass in the November 5, 2024 elections.

Councilmember Kong, with consensus from Council, asked to bring back a discussion on how to better inform the community on matters approved by Council.

No further requests were made for future agendas items.

17) COUNCIL AND COMMITTEE REPORTS

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

18) ADJOURNMENT

The Mayor adjourned the meeting at 8:16 p.m. to the City Council Meeting scheduled for Tuesday, November 12, 2024 at 6:00 p.m. in the City Council Chambers.

Jose Garcia, Mayor

Attest: _____
Robin Picken, City Clerk



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

May 9, 2024

MEETING CANCELLATION

The Bishop City Council Regular Meeting scheduled for Monday, May 13, 2024 has been cancelled.

The next regular City Council Meeting is scheduled on Tuesday, May 28, 2024 at 6:00 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.



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

July 3, 2024

MEETING CANCELLATION

The Bishop City Council Regular Meeting scheduled for Monday, July 8, 2024 has been cancelled.

The next regular City Council Meeting is scheduled on Monday, July 22, 2024 at 6:00 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.



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

September 24, 2024

MEETING CANCELLATION

The Bishop City Council Regular Meeting scheduled for Monday, October 14, 2024 has been cancelled.

The next regular City Council Meeting is scheduled on Monday, October 28, 2024 at 6:00 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

October 2024 Budget Report



General Fund Revenue

Account #	Revenue	Actual	Budget	Percent Earned
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	Property Tax Misc.	-	21,000.00	0%
001-000-31065	VLF Swap/Property Tax In Lieu	-	386,000.00	0%
001-000-31066	Vehicle License Fee In Excess	-	3,700.00	0%
001-000-31120	Sales Tax	811,978.43	5,084,000.00	16%
001-000-31126	DWP Water Agreement Payment	241,878.00	241,878.00	100%
001-000-31128	Sales Tax 1/2% - Public Safety	-	15,000.00	0%
001-000-31130	Transient Occupancy Tax	905,712.30	3,150,000.00	29%
001-000-31131	TOT Penalties	810.66	-	0%
001-000-31132	TOT Prior Year	37,984.16	-	0%
001-000-31150	Real Property Transfer	395.18	9,680.00	4%
001-000-32010	Business Licenses	3,592.00	64,300.00	6%
001-000-32015	Short-Term Rentals	-	2,250.00	0%
001-000-32030	Parking Permits	1,400.00	5,150.00	27%
001-000-32040	Use Permits	280.00	2,400.00	12%
001-000-32041	Environmental Application Fee	-	500.00	0%
001-000-32050	Building Permits	53,177.24	120,000.00	44%
001-000-32051	Plan Check Fee	325.00	1,300.00	25%
001-000-32080	Electrical Franchise	-	35,000.00	0%
001-000-32081	Cell Tower Franchise	14,000.00	42,000.00	33%
001-000-32082	Cannabis Development Fees	-	150,000.00	0%
001-000-32090	TV Franchise	2,345.20	10,000.00	23%
001-000-33010	Interest On Bank Deposits	251,215.18	250,000.00	100%
001-000-33020	Rental Of Real Property	41,377.98	60,000.00	69%
001-000-33021	Interest - GASB 87	-	40,000.00	0%
001-000-34040	Reimb. For Highway Sweeping	13,249.98	53,000.00	25%
001-000-34047	Reimbursement From BUSD	-	80,000.00	0%
001-000-34050	Misc. Rev. Capital Replacement	31,331.00	31,331.00	100%
001-000-34083	Fire Inspection Fees	100.00	2,000.00	5%
001-000-34094	Local Response Standby	-	1,000.00	0%
001-000-34120	Peace Officer S&T	974.25	8,300.00	12%
001-000-34121	RAN Reimbursement	-	15,000.00	0%
001-000-34125	Parking Citations	1,525.00	6,950.00	22%
001-000-34126	Tow Fees	875.00	3,000.00	29%
001-000-34135	Mandated Costs Reimbursement	-	43,272.00	0%
001-000-34140	Dispatch Contracts	-	6,000.00	0%
001-000-35020	Strong Motion Inst. Program	71.96	100.00	72%
001-000-35060	CBSC/Building Permit	34.32	100.00	34%
001-000-36010	Sale Of City Property	1.00	-	0%
001-000-36030	Miscellaneous Revenue	5,191.74	11,100.00	47%
001-000-36031	Retiree Medical Copay	1,613.34	2,100.00	77%
001-000-36040	Fingerprinting & Reports	7,767.00	23,500.00	33%
001-000-36042	AB109/Realignment	-	50,000.00	0%
001-000-36074	Summer Program Tuition	25,580.00	40,000.00	64%
001-000-36078	After School Program	29,952.50	93,000.00	32%
001-000-37010	Special Event Insurance	1,651.00	-	0%
001-000-39250	Softball	-	15,000.00	0%

001-000-39251	Soccer	4,500.00	4,000.00	113%
001-000-39255	Volleyball	-	2,000.00	0%
001-000-39270	Aerobic, Dance, Zumba	-	500.00	0%
001-000-39275	Facility Rental Fee	945.00	2,000.00	47%
001-000-39280	Youth Program	70.00	2,800.00	3%
001-000-39281	Gymnastics	8,975.00	22,000.00	41%
001-000-39290	Pool - Public Swim	12,834.00	24,500.00	52%
001-000-39291	Pool - Rentals	2,240.00	10,000.00	22%
001-000-39292	Pool - Swim Lessons	3,290.00	21,000.00	16%
001-000-39293	Pool - Concessions	1,955.00	2,300.00	85%
001-000-39294	Pool - Water Fitness	3,637.00	7,200.00	51%
001-000-39297	Youth Athletics	-	500.00	0%
001-000-39710	Fines & Forfeitures	-	300.00	0%
001-000-39999	Revenue -Transfers In	400,000.00	400,000.00	100%
001-000-40002	PROP 68 Green Infrastructure	-	67,432.15	0%
001-000-40008	Urban Greening Grant	-	138,920.80	0%
Total Revenue		2,924,835.42	11,535,563.95	25%

General Fund Expenses

10/31/2024	Department	Actual	Budget	Percent Incurred
001-010-_____	City Council	57,461.59	190,095.00	30%
001-011-_____	Administration	317,852.31	996,272.59	32%
001-012-_____	Finance	48,994.21	311,185.36	16%
001-013-_____	Treasurer	604.60	1,983.00	30%
001-014-_____	Legal	29,187.40	184,505.00	16%
001-015-_____	Insurance	314,338.00	321,132.00	98%
001-016-_____	Building & Grounds	55,309.52	220,373.41	25%
001-017-_____	IT	43,348.51	56,744.00	76%
001-018-_____	Elections	157.06	5,200.00	3%
001-019-_____	Community Promotion	-	195,000.00	0%
001-020-_____	Police Department	2,256,910.99	5,379,018.65	42%
001-021-_____	Fire Department	413,853.61	831,353.56	50%
001-022-_____	Building	53,233.72	235,885.00	23%
001-023-_____	Street Maintenance	529,041.81	1,609,154.32	33%
001-031-_____	Parks & Rec	418,220.02	2,238,432.38	19%
001-034-_____	Planning	68,384.70	357,350.15	19%
001-035-_____	After School Program	25,131.69	84,840.00	30%
001-037-_____	Pool	91,780.41	302,570.00	30%
001-038-_____	Summer Camps	31,596.34	58,485.00	54%
Total Expenses		4,755,406.49	13,579,579.42	35%

Enterprise Funds

10/31/2024	Fund/Account	Actual	Budget	Percent Used
Sewer Fund - Revenue				
002-000-33010	Interest on Bank Deposits	42,522.31	66,000.00	64%
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	451,483.04	1,330,000.00	34%
002-000-39023	Sewer Service Penalties	353.37	1,000.00	35%
002-000-39035	Solar Rebates	-	-	0%
002-000-39075	Reimbursement From ESCSD	-	-	0%
Total:		495,817.85	1,422,000.00	35%
002-051-_____	Sewer Fund - Expenses	840,062.64	1,844,975.09	46%

Account #	Fund/Account	Actual	Budget	Percent Used
Water Fund - Revenue				
004-000-33010	Interest On Bank Deposits	39,177.35	63,000.00	62%
004-000-33020	Rental Of Real Property	-	-	0%
004-000-39012	Water Service Collection	356,943.62	1,111,000.00	32%
004-000-39013	Water Service Penalties	280.97	800.00	35%
004-000-39017	Water Miscellaneous	940.00	20,000.00	5%
004-000-39019	Backflow Fee	-	-	0%
004-000-39035	Solar Rebates	-	-	0%
Total:		397,341.94	1,194,800.00	33%
004-050-_____	Water Fund - Expenses	484,507.00	1,422,964.50	34%

Account #	Fund/Account	Actual	Budget	Percent Used
SMHP - Revenue				
012-000-33010	Interest On Bank Deposits	5,441.53	11,000.00	49%
012-000-39735	Utilities Clearing Account	11,815.00	38,400.00	31%
012-000-39750	Rents - Assisted Units	2,277.00	6,600.00	35%
012-000-39760	Rents - Unassisted Units	35,080.00	100,000.00	35%
012-000-39811	Miscellaneous	-	-	
012-000-39812	Gain On Sale	-	-	0%
Total:		54,613.53	156,000.00	35%
012-095-_____	SMPH - Expenses	74,730.97	133,670.74	56%

Special Funds

10/31/2024	Fund/Account	Actual	Budget	Percent Used
COPS Fund - Revenue				
033-000-33010	Interest On Bank Deposits	3,793.56	-	0%
033-000-39967	COPS/AB 1913	-	100,000.00	0%
Total:		3,793.56	100,000.00	4%
033-033-_____	COPS Fund - Expenses	43,493.43	235,822.48	18%

Account #	Fund/Account	Actual	Budget	Percent Used
Gas Tax Fund - Revenue				
003-000-33010	Interest on Bank Deposits	-	-	0%
003-000-39100	Section 2105	6,329.83	23,000.00	28%
003-000-39110	Section 2107-5	1,000.00	1,000.00	100%
003-000-39120	Section 2107	8,172.42	32,000.00	26%
003-000-39130	Section 2106	5,437.40	19,500.00	28%
003-000-39135	Misc/Prop 42	11,559.40	37,000.00	31%
003-000-39137	Traffic Congestion Relief	-	-	0%
003-000-39139	SB 1	26,874.63	99,094.00	27%
Total:		59,373.68	211,594.00	28%
003-030-_____	Gas Tax Fund - Expenses	54,496.15	389,764.37	14%

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book adjustments

Eastern Sierra Checking (Eastern Sierra Checking) (1)

October 31, 2024

Account: 99900010110

Bank Account Number: 006107370

Bank Statement Balance:	2,331,905.40	Book Balance Previous Month:	1,916,059.59
Outstanding Deposits:	366,381.72	Total Receipts:	1,430,904.86
Outstanding Checks:	854,249.40	Total Disbursements:	1,501,236.02
Bank Adjustments:	1,690.71	Book Adjustments:	.00
Bank Balance:	1,845,728.43	Book Balance:	1,845,728.43
		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-	1212	57,795.97	1213	185.00-	1221	294,036.93
1222	142.50	1223	222.00	1231	11,511.24	1232	491.51
1233	225.00	1234	558.40	1256	2,400.00		
Grand Totals:							366,381.72

Deposits cleared: 82 items

Deposits Outstanding: 19 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
10994	75.00	11079	14.30	11422	76.41	11506	720.00
11551	129.29	11584	720.00	11673	129.29	11692	80.76
11693	720.00	11722	296.87	11728	461.75	11764	80.76
11765	2,116.12	11766	720.00	11769	5,814.45	11770	361.05
11771	1,811.99	11772	60,031.86	11773	14,211.33	11774	1,222.27
11775	546.04	11823	589.49	11839	313.47	11848	101.58
11862	80.76	11863	780.00	11865	2,094.91	11873	532.33
11879	340.50	11897	236.50	11902	17.30	11909	436.49
11914	363.21	11918	494.50	11920	284.00	11922	2,750.00
11923	750.00	11960	80.76	11961	2,116.12	11962	780.00
11963	369.23	11964	55.50	11965	5,990.91	11966	361.05
11967	1,864.88	11968	61,477.40	11969	14,207.44	11970	1,228.58
11971	562.21	11973	77.70	11975	2,585.07	11976	67.07
11979	978.03	11980	19,191.73	11984	302.17	11986	515.31
11987	144.01	11988	74.00	11990	210.00	11991	1,620.00
11993	31,280.00	11994	329.00	11995	2,725.53	11996	32.83
11997	2,124.98	11998	103.31	11999	780.72	12000	4,124.86
12001	4,629.30	12002	479.06	12003	269.16	12004	28.40

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
12005	2,925.04	12006	517,859.08	12007	7,717.50	12008	532.78
12009	1,507.29	12010	127.28	12011	1,470.91	12012	185.00
12013	2,255.83	12014	593.19	12015	93.97	12016	1,625.00
75403	8.00	111942	371.55	111943	99.73	111948	415.57
111956	137.14	111958	128.83	101824204	34,901.27	101824205	1,896.85
Grand Totals:							854,249.40

Checks cleared:256 items

Checks Outstanding:116 items

Bank Adjustments Section

Description	Amount	Description	Amount
J Scida Wages Incorrectly Paid and Owed	1,690.71		
Grand Totals:			1,690.71

Book Adjustments Section

CITY OF BISHOP
COMBINED CASH
OCTOBER 31, 2024

COMBINED CASH ACCOUNTS

999-000-10110	CASH IN BANK	1,841,107.95
999-000-10111	LAIF INVESTMENT	875,103.62
999-000-10112	CASH EASTERN SIERRA BANK	.00
999-000-10113	CASH IN COUNTY TREASURY	.00
999-000-10115	CASH IN BANK XPRESS BILLPAY	32,272.32
999-000-10116	CALIFORNIA CLASS INVESTMENT	19,334,977.81
999-000-10175	CASH CLEARING UTILITIES	15,537.62
999-000-10176	BUSINESS CASH CLEARING	322.10
	TOTAL COMBINED CASH	22,099,321.42
999-000-10100	CASH ALLOCATED TO FUNDS	(22,099,321.42)

TOTAL UNALLOCATED CASH		.00
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CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	11,164,649.87
2	ALLOCATION TO SEWER FUND	2,873,212.51
3	ALLOCATION TO GAS TAX	451,125.19
4	ALLOCATION TO WATER FUND	2,672,330.82
5	ALLOCATION TO RFPD	729,972.84
6	ALLOCATION TO IMBC FIDUCIARY	.00
7	ALLOCATION TO LOCAL TRANSPORTATION FUND	89,758.82
8	ALLOCATION TO BOND AND TRUST FUND	181,606.36
9	ALLOCATION TO TRAFFIC SAFETY	8,141.29
10	ALLOCATION TO TUT MEASURE A	1,230,560.10
11	ALLOCATION TO ASSET FORFEITURE	5,782.62
12	ALLOCATION TO SUNRISE MHP	374,920.74
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	1,000,000.00
21	ALLOCATION TO CANINE DONATION	8,012.54
22	ALLOCATION TO HEAVY EQUIPMENT REPLACEMENT	200,000.00
23	ALLOCATION TO PROPERTY/HOUSING DEVELOPMENT	62,561.25
24	ALLOCATION TO BAWA	274,256.78
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.	268,166.31
37	ALLOCATION TO HOME FUNDS/WILLOW ST	117,850.76
54	ALLOCATION TO STIP E. LINE ST. BRIDGE REPL.	160,663.79
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
OCTOBER 31, 2024

TOTAL ALLOCATIONS TO OTHER FUNDS	22,099,321.42
ALLOCATION FROM COMBINED CASH FUND - 999-000-10100	(22,099,321.42)
ZERO PROOF IF ALLOCATIONS BALANCE	.00

TO: City Council/City Administrator
FROM: Finance Director
DATE: November 19, 2024
SUBJECT: Approval of Warrant Registers for the Month of October 2024

Commercial Warrants

Check #10755, 10844, 11130, 11249, 11380,	\$885,267.02
11486, 11563, 11812-11938, 11960-12016,	
111939-111959	

**Manual Checks &
Payroll Warrants**

\$615,969.00

TOTAL: \$1,501,236.02

Journal	Payee or Description	Date	Check Number	Amount
CD	Gamino B of A Credit Card Payment October 2024	10/31/2024	1	2,302.33
CD	Milici B of A Credit Card Payment October 2024	10/31/2024	2	99.98
CD	McElroy B of A Credit Card Payment October 2024	10/17/2024	3	1,163.49
CD	Dishon B of A Credit Card payment October 2024	10/17/2024	4	1,885.89
CD	Poole B of A Credit Card payment October 2024	10/25/2024	5	2,195.42
CD	Derr B of A Credit Card payment October 2024	10/25/2024	6	7,060.36
CD	CALPERS RETIREE MEDICAL & ADJ - SEPT BILL, OCT PREMIUM	10/31/2024	7	51,082.93
CD	CALPERS EPMC & ADJ - 8/19/2024 to 9/01/2024	10/31/2024	8	758.07
CD	CALPERS EPMC & ADJ - 9/02/2024 to 9/15/2024	10/31/2024	9	670.45
CD	CALPERS RETIREE MEDICAL & ADJ - OCT BILL, NOV PREMIUM	10/31/2024	10	50,790.71
CD	CALPERS EPMC & ADJ - 9/16/2024 to 9/29/2024	10/31/2024	11	900.63
CD	Fraudulent Check #1091 (Positive Pay)	10/31/2024	12	1,500.00
CD	Deputy Overage Charges 1/24 - 7/24	10/31/2024	13	86.60
CD	Paymentech Fee	10/31/2024	14	233.33
CD	Paymentech Fee	10/31/2024	15	567.70
CD	Xpress Bill Pay Fee	10/31/2024	16	454.59
CD	Bamboo HR Oct-Nov 2024	10/31/2024	17	1,463.25
CD	IMACA Utility Payment Chargebacks 10/11/2024	10/31/2024	18	894.47
CD	Enterprise Lease October Invoice	10/31/2024	19	25,281.13
CD	Grisham B of A Credit Card payment October 2024	10/31/2024	20	2,194.75
CD	Russell B of A Credit Card payment October 2024	10/31/2024	21	1,848.94
CD	EDD MISCALCULATION - \$1 PAYMENT TO CORRECT	10/31/2024	22	1.00
CDP	COKELEY, BRYCE	10/04/2024	10755	199.48-
CDP	COKELEY, BRYCE	10/04/2024	10844	132.98-
CDP	COKELEY, BRYCE	10/04/2024	11130	860.29-
CDP	COKELEY, BRYCE	10/04/2024	11249	729.48-
CDP	COKELEY, BRYCE	10/04/2024	11380	822.97-
CDP	COKELEY, BRYCE	10/04/2024	11486	766.20-
CDP	COKELEY, BRYCE	10/04/2024	11563	239.83-
CDA	ADAM MARCELLIN	10/03/2024	11812	570.68
CDA	AIRMEDCARE NETWORK	10/03/2024	11813	4,875.00
CDA	BROWN'S SUPPLY	10/03/2024	11814	44.53
CDA	CALIFORNIA BUILDING STANDARDS COMMISSION	10/03/2024	11815	68.40
CDA	DEPT OF CONSERVATION-DIV	10/03/2024	11816	196.38
CDA	DEPT OF WATER AND POWER	10/03/2024	11817	94.73
CDA	DESTON DISHION	10/03/2024	11818	150.00
CDA	DIVISION OF THE STATE ARCHITECT	10/03/2024	11819	16.00
CDA	EAN SERVICES, LLC	10/03/2024	11820	95.35
CDA	EASTERN SIERRA COMMUNITY SERVICE DIST.	10/03/2024	11821	1,000.00
CDA	INYO COUNTY BUILDING & SAFETY	10/03/2024	11822	18,750.00
CDA	INYO COUNTY INFORMATION SERVICES	10/03/2024	11823	589.49
CDA	INYO COUNTY RECYCLING & WASTE MANAGEMENT	10/03/2024	11824	92.00
CDA	JIM ELLIS	10/03/2024	11825	712.44
CDA	JOSE GARCIA	10/03/2024	11826	712.44
CDA	P&W Service Center	10/03/2024	11827	2,883.50
CDA	PILOT THOMAS LOGISTICS	10/03/2024	11828	1,205.85
CDA	PREFERRED SEPTIC	10/03/2024	11829	3,207.01
CDA	QUILL CORP	10/03/2024	11830	183.25
CDA	Rojas Communications Group	10/03/2024	11831	4,000.00
CDA	SIERRA ANALYTICAL LABS INC.	10/03/2024	11832	1,570.00
CDA	SOUTHERN CALIFORNIA EDISON	10/03/2024	11833	1,925.23
CDA	The Sierra Reader/ El Sol de la Sierra	10/03/2024	11834	210.00
CDA	UNDERGROUND SERVICE ALERT	10/03/2024	11835	26.65
CDP	ELLIS, JAMES V.	10/04/2024	11836	234.43
CDP	JACKSON, AVIS L.	10/04/2024	11837	374.02
CDP	SANTANA, FRANCISCO	10/04/2024	11838	1,107.17
CDP	SANTANA, MISAEAL	10/04/2024	11839	313.47
CDP	COKELEY, RACHEL D	10/04/2024	11840	188.39

Journal	Payee or Description	Date	Check Number	Amount
CDP	GRISHAM, AMANDA R	10/04/2024	11841	6,265.94
CDP	GRISHAM, AMANDA R	10/04/2024	11842	823.57
CDP	REYNOLDS, JIM	10/04/2024	11843	5,963.43
CDP	SIMPSON, BRIAN J.	10/04/2024	11844	4,084.67
CDP	NAVALES, RYAN	10/04/2024	11845	338.36
CDP	JACKSON, THOMAS E.	10/04/2024	11846	677.37
CDP	BRAATEN, BRAD	10/04/2024	11847	135.76
CDP	MADERA, JOCELYN	10/04/2024	11848	101.58
CDP	TURMAN, MYLEE	10/04/2024	11849	103.89
CDP	ENNIS, JERRY	10/04/2024	11850	923.50
CDP	ENNIS, KAREN	10/04/2024	11851	835.56
CDP	DERR, LEVI	10/04/2024	11852	92.35
CDP	SEARS, ADRIAN	10/04/2024	11853	143.14
CDP	RUSSELL, BRET	10/04/2024	11854	3,765.79
CDP	MONDRAGON, DONOVAN	10/04/2024	11855	116.36
CDP	GIDNEY, MARLEY	10/04/2024	11856	95.58
CDP	RAGER, ARIANA	10/04/2024	11857	116.36
CDP	BURCH, JENNIFER E.	10/04/2024	11858	149.48
CDP	ORR, TEAGAN	10/04/2024	11859	137.14
CDP	DONDERO, JESIAH	10/04/2024	11860	203.17
CDP	TERRAZAS, MANNY	10/04/2024	11861	33.25
CDPT	AMERICAN FIDELITY	10/04/2024	11862	80.76
CDPT	BPOA	10/04/2024	11863	780.00
CDPT	CALIFORNIA STATE DISBURSEMENT UNIT	10/04/2024	11864	369.23
CDPT	US BANK TRUST WESTERN REGION	10/04/2024	11865	2,094.91
CDP	COKELEY, BRYCE	10/04/2024	11866	239.83
CDP	COKELEY, BRYCE	10/04/2024	11867	132.98
CDP	COKELEY, BRYCE	10/04/2024	11868	199.48
CDP	COKELEY, BRYCE	10/04/2024	11869	860.29
CDP	COKELEY, BRYCE	10/04/2024	11870	729.48
CDP	COKELEY, BRYCE	10/04/2024	11871	822.97
CDP	COKELEY, BRYCE	10/04/2024	11872	766.20
CDA	ALEX PRINTING	10/10/2024	11873	532.33
CDA	ALPINE PAINT OF BISHOP	10/10/2024	11874	700.84
CDA	AP Triton, LLC	10/10/2024	11875	1,170.02
CDA	Best Best & Krieger	10/10/2024	11876	1,059.50
CDA	Bishop Drug Screen	10/10/2024	11877	380.00
CDA	Bishop Rotary Community Foundation	10/10/2024	11878	1,000.00
CDA	BLIZZARD FIRE PROTECTION	10/10/2024	11879	340.50
CDA	CALIFORNIA BROADBAND	10/10/2024	11880	344.95
CDA	CASELLE, INC.	10/10/2024	11881	2,050.00
CDA	CREATIVE IMAGE EMBROIDERY	10/10/2024	11882	749.47
CDA	Data Ticket, Inc	10/10/2024	11883	35.25
CDA	DEPT OF JUSTICE	10/10/2024	11884	856.00
CDA	DEPT OF JUSTICE	10/10/2024	11885	32.00
CDA	DEPT OF WATER AND POWER	10/10/2024	11886	1,741.82
CDA	DESTON DISHION	10/10/2024	11887	322.50
CDA	FRONTIER	10/10/2024	11888	1,042.91
CDA	HIGH COUNTRY LUMBER	10/10/2024	11889	867.57
CDA	HUNT PROPANE, INC.	10/10/2024	11890	1,176.66
CDA	INYO COUNTY RECYCLING & WASTE MANAGEMENT	10/10/2024	11891	96.75
CDA	LANDSCAPE SOLUTIONS	10/10/2024	11892	2,094.00
CDA	LUMOS AND ASSOCIATES, INC.	10/10/2024	11893	5,250.00
CDA	MISSION LINEN & UNIFORM	10/10/2024	11894	230.46
CDA	MORALES ROOTER	10/10/2024	11895	120.00
CDA	MUNICIPAL DIVING SERVICES INC.	10/10/2024	11896	7,800.00
CDA	OSCAR LOPEZ	10/10/2024	11897	236.50
CDA	PILOT THOMAS LOGISTICS	10/10/2024	11898	3,387.96

Journal	Payee or Description	Date	Check Number	Amount
CDA	QUADIENT LEASING USA, INC.	10/10/2024	11899	434.78
CDA	QUILL CORP	10/10/2024	11900	256.61
CDA	RIGHT WAY POOL & SPA	10/10/2024	11901	983.14
CDA	ROBIN PICKEN	10/10/2024	11902	17.30
CDA	SOUTHERN CALIFORNIA EDISON	10/10/2024	11903	2,012.53
CDA	STEVE'S AUTO & TRUCK PART	10/10/2024	11904	753.43
CDA	Terraverde Energy LLC	10/10/2024	11905	2,210.00
CDA	THE FED-UP STORE	10/10/2024	11906	585.54
CDA	VERIZON WIRELESS	10/10/2024	11907	487.42
CDA	WESTERN NEVADA SUPPLY CO.	10/10/2024	11908	761.32
CDA	ASHLEE ALEX	10/16/2024	11909	436.49
CDA	AT&T Mobility LLC	10/16/2024	11910	877.53
CDA	BISHOP AUTOMOTIVE CENTER	10/16/2024	11911	624.48
CDA	BISHOP ELKS LODGE	10/16/2024	11912	75.00
CDA	BISHOP LOCKSMITH	10/16/2024	11913	395.25
CDA	BSK Associates	10/16/2024	11914	363.21
CDA	CANON FINANCIAL SERVICES	10/16/2024	11915	1,352.76
CDA	CARMICHAEL BUSINESS TECH.	10/16/2024	11916	352.34
CDA	CCI Office Technologies	10/16/2024	11917	300.88
CDA	CODY LAWSON	10/16/2024	11918	494.50
CDA	DEPT OF JUSTICE	10/16/2024	11919	1,082.00
CDA	Dept of Tax and Fee Admin	10/16/2024	11920	284.00
CDA	DEPT OF WATER AND POWER	10/16/2024	11921	4,355.86
CDA	FAILSAFE TESTING, LLC	10/16/2024	11922	2,750.00
CDA	Graphic Solutions Ltd.	10/16/2024	11923	750.00
CDA	Jones Mayer	10/16/2024	11924	16,145.28
CDA	JOSHUA ELLSWORTH	10/16/2024	11925	473.00
CDA	MISSION LINEN & UNIFORM	10/16/2024	11926	59.44
CDA	MR. K. AUTOMOTIVE SERVICE INC.	10/16/2024	11927	1,436.79
CDA	Office Relief	10/16/2024	11928	4,469.89
CDA	OPTIMUM	10/16/2024	11929	1,087.63
CDA	PETTY CASH - PARKS DEPT.	10/16/2024	11930	489.41
CDA	PILOT THOMAS LOGISTICS	10/16/2024	11931	795.26
CDA	RIGHT WAY POOL & SPA	10/16/2024	11932	178.93
CDA	SOUTHERN CALIFORNIA EDISON	10/16/2024	11933	79.33
CDA	THE FED-UP STORE	10/16/2024	11934	20.94
CDA	Urine Luck Portables and Septic	10/16/2024	11935	370.00
CDA	US Foods, Inc.	10/16/2024	11936	1,891.35
CDA	WESTERN NEVADA SUPPLY CO.	10/16/2024	11937	743.70
CDA	Willdan Engineering	10/16/2024	11938	93.75
CDPT	AMERICAN FIDELITY	10/23/2024	11960	80.76
CDPT	AMERICAN FIDELITY	10/23/2024	11961	2,116.12
CDPT	BPOA	10/23/2024	11962	780.00
CDPT	CALIFORNIA STATE DISBURSEMENT UNIT	10/23/2024	11963	369.23
CDPT	COBEA	10/23/2024	11964	55.50
CDPT	MSA-DENTAL POOL	10/23/2024	11965	5,990.91
CDPT	TEXAS LIFE INSURANCE COMPANY	10/23/2024	11966	361.05
CDPT	THE HARTFORD	10/23/2024	11967	1,864.88
CDPT	U.S Bank PARS Account #: 6746050100	10/23/2024	11968	61,477.40
CDPT	US BANK TRUST WESTERN REGION	10/23/2024	11969	14,207.44
CDPT	US BANK TRUST WESTERN REGION	10/23/2024	11970	1,228.58
CDPT	VISION SERVICE PLAN	10/23/2024	11971	562.21
CDA	Anastasiia Budnyk	10/24/2024	11972	517.02
CDA	ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	10/24/2024	11973	77.70
CDA	CALIFORNIA BROADBAND	10/24/2024	11974	1,222.89
CDA	CARMICHAEL BUSINESS TECH.	10/24/2024	11975	2,585.07
CDA	CCI Office Technologies	10/24/2024	11976	67.07
CDA	CHALLENGER SPORTS	10/24/2024	11977	2,500.00

Journal	Payee or Description	Date	Check Number	Amount
CDA	DEPT OF WATER AND POWER	10/24/2024	11978	6,698.24
CDA	FRONTIER	10/24/2024	11979	978.03
CDA	INYO COUNTY ADMINISTRATION	10/24/2024	11980	19,191.73
CDA	L.N Curtis & Sons	10/24/2024	11981	411.08
CDA	MARY VALENTI, Ph.D.	10/24/2024	11982	500.00
CDA	MR. K. AUTOMOTIVE SERVICE INC.	10/24/2024	11983	147.97
CDA	OPTIMUM	10/24/2024	11984	302.17
CDA	PTS	10/24/2024	11985	85.00
CDA	QUADIENT LEASING USA, INC.	10/24/2024	11986	515.31
CDA	QUILL CORP	10/24/2024	11987	144.01
CDA	SHREDPRO, INC	10/24/2024	11988	74.00
CDA	SOUTHERN CALIFORNIA EDISON	10/24/2024	11989	3,132.33
CDA	The Sierra Reader/ El Sol de la Sierra	10/24/2024	11990	210.00
CDA	TRIAD-HOLMES ASSOCIATES	10/24/2024	11991	1,620.00
CDA	VERIZON BUSINESS	10/24/2024	11992	61.79
CDA	Wood Rodgers Inc	10/24/2024	11993	31,280.00
CDA	Alliant Insurance Services, Inc	10/30/2024	11994	329.00
CDA	BLACK POINT LLC.	10/30/2024	11995	2,725.53
CDA	BROWN'S SUPPLY	10/30/2024	11996	32.83
CDA	CARMICHAEL BUSINESS TECH.	10/30/2024	11997	2,124.98
CDA	COMMUNITY PRINTING	10/30/2024	11998	103.31
CDA	Danica Gomez	10/30/2024	11999	780.72
CDA	DEPT OF WATER AND POWER	10/30/2024	12000	4,124.86
CDA	Environmental Techniques Int.	10/30/2024	12001	4,629.30
CDA	FRONTIER	10/30/2024	12002	479.06
CDA	HUNT PROPANE, INC.	10/30/2024	12003	269.16
CDA	Inyo Register	10/30/2024	12004	28.40
CDA	JANA CURRIE	10/30/2024	12005	2,925.04
CDA	L.N Curtis & Sons	10/30/2024	12006	517,859.08
CDA	LUMOS AND ASSOCIATES, INC.	10/30/2024	12007	7,717.50
CDA	MSA-DENTAL POOL	10/30/2024	12008	532.78
CDA	PARS PHASE II SYSTEMS	10/30/2024	12009	1,507.29
CDA	QUILL CORP	10/30/2024	12010	127.28
CDA	SOUTHERN CALIFORNIA EDISON	10/30/2024	12011	1,470.91
CDA	Urine Luck Portables and Septic	10/30/2024	12012	185.00
CDA	US Foods, Inc.	10/30/2024	12013	2,255.83
CDA	VERIZON WIRELESS	10/30/2024	12014	593.19
CDA	VISION SERVICE PLAN	10/30/2024	12015	93.97
CDA	Willdan Engineering	10/30/2024	12016	1,625.00
CDP	DIRECT DEPOSIT TOTAL	10/04/2024	92201	117,645.84
CDP	DIRECT DEPOSIT TOTAL	10/18/2024	92202	115,377.89
CDP	ELLIS, JAMES V.	10/18/2024	111939	234.43
CDP	JACKSON, AVIS L.	10/18/2024	111940	415.57
CDP	SANTANA, FRANCISCO	10/18/2024	111941	1,170.23
CDP	SANTANA, MISAEAL	10/18/2024	111942	371.55
CDP	COKELEY, RACHEL D	10/18/2024	111943	99.73
CDP	GRISHAM, AMANDA R	10/18/2024	111944	1,794.03
CDP	NAVALES, RYAN	10/18/2024	111945	338.36
CDP	JACKSON, THOMAS E.	10/18/2024	111946	677.37
CDP	BRAATEN, BRAD	10/18/2024	111947	331.73
CDP	MADERA, JOCELYN	10/18/2024	111948	415.57
CDP	TURMAN, MYLEE	10/18/2024	111949	132.98
CDP	ENNIS, JERRY	10/18/2024	111950	923.50
CDP	ENNIS, KAREN	10/18/2024	111951	835.56
CDP	SEARS, ADRIAN	10/18/2024	111952	99.73
CDP	RUSSELL, BRET	10/18/2024	111953	3,765.79
CDP	MONDRAGON, DONOVAN	10/18/2024	111954	166.23
CDP	GIDNEY, MARLEY	10/18/2024	111955	95.58

Journal	Payee or Description	Date	Check Number	Amount
CDP	RAGER, ARIANA	10/18/2024	111956	137.14
CDP	BURCH, JENNIFER E.	10/18/2024	111957	199.34
CDP	ORR, TEAGAN	10/18/2024	111958	128.83
CDP	DONDERO, JESIAH	10/18/2024	111959	221.64
CDPT	EMPLOYMENT DEV. DEPT.	10/03/2024	100424200	7,661.00
CDPT	GREAT-WEST LIFE & ANNUITY	10/03/2024	100424201	2,827.86
CDPT	IRS	10/03/2024	100424202	24,119.53
CDPT	PERS	10/03/2024	100424203	34,643.41
CDPT	PERS DEFERRED COMP	10/03/2024	100424204	1,896.85
CDPT	CALPERS MEDICAL	10/23/2024	101824200	92,325.41
CDPT	EMPLOYMENT DEV. DEPT.	10/23/2024	101824201	6,268.00
CDPT	GREAT-WEST LIFE & ANNUITY	10/23/2024	101824202	2,827.86
CDPT	IRS	10/23/2024	101824203	20,141.21
CDPT	PERS	10/23/2024	101824204	34,901.27
CDPT	PERS DEFERRED COMP	10/23/2024	101824205	1,896.85
Grand Totals:				<u>1,501,236.02</u>

INVESTMENT PORTFOLIO FOR THE CITY OF BISHOP

MONTH OF OCTOBER 2024

Statement Period	Account Type	Balance	Average Monthly Yield
October 2024	LAIF	\$875,103.56	4.518%
October 2024	California CLASS	\$19,334,977.81	5.004%
Total		\$20,210,081.37	4.983%

California State Treasurer
Fiona Ma, CPA



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

November 19, 2024

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

CITY OF BISHOP

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

[Tran Type Definitions](#)

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Account Number: 98-14-086

October 2024 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
10/15/2024	10/14/2024	QRD	1762098	N/A	SYSTEM	12,195.90

Account Summary

Total Deposit:	12,195.90	Beginning Balance:	862,907.66
Total Withdrawal:	0.00	Ending Balance:	875,103.56



PMIA/LAIF Performance Report as of 11/06/24



Quarterly Performance Quarter Ended 09/30/24

LAIF Apportionment Rate ⁽²⁾ :	4.71
LAIF Earnings Ratio ⁽²⁾ :	0.00012912073474208
LAIF Administrative Cost ^{(1)*} :	0.26
LAIF Fair Value Factor ⁽¹⁾ :	1.002061084
PMIA Daily ⁽¹⁾ :	4.58
PMIA Quarter to Date ⁽¹⁾ :	4.56
PMIA Average Life ⁽¹⁾ :	231

PMIA Average Monthly Effective Yields⁽¹⁾

October	4.518
September	4.575
August	4.579
July	4.516
June	4.480
May	4.332

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 9/30/24 \$161.6 billion

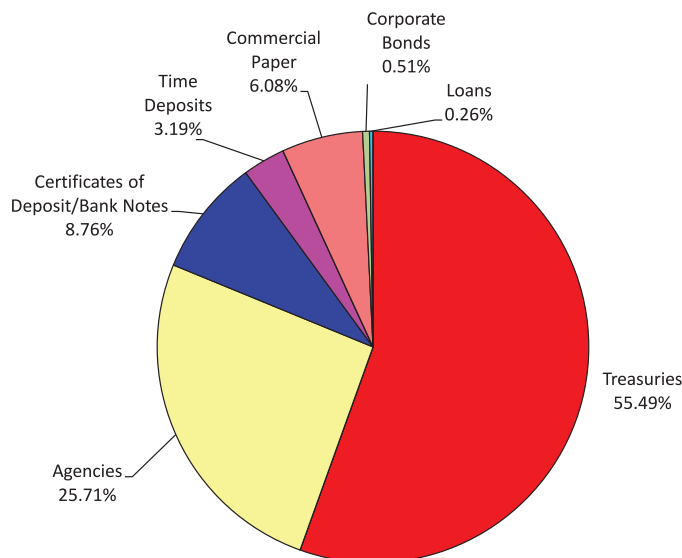


Chart does not include \$1,343,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

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
11/13/24	4.47	4.51	254
11/12/24	4.47	4.51	254
11/11/24	4.48	4.51	256
11/10/24	4.48	4.51	256
11/09/24	4.48	4.51	256
11/08/24	4.48	4.51	256
11/07/24	4.48	4.51	258
11/06/24	4.48	4.51	258
11/05/24	4.48	4.51	259
11/04/24	4.48	4.51	261
11/03/24	4.49	4.52	263
11/02/24	4.49	4.52	263
11/01/24	4.49	4.52	263
10/31/24	4.51	4.52	257
10/30/24	4.48	4.52	249
10/29/24	4.48	4.52	247
10/28/24	4.49	4.52	244
10/27/24	4.50	4.52	246
10/26/24	4.50	4.52	246
10/25/24	4.50	4.52	246
10/24/24	4.50	4.53	245
10/23/24	4.51	4.53	243
10/22/24	4.51	4.53	243
10/21/24	4.52	4.53	242
10/20/24	4.53	4.53	238
10/19/24	4.53	4.53	238
10/18/24	4.53	4.53	238
10/17/24	4.53	4.53	239
10/16/24	4.53	4.53	241
10/15/24	4.52	4.53	243
10/14/24	4.52	4.53	236
10/13/24	4.52	4.53	239
10/12/24	4.52	4.53	239
10/11/24	4.52	4.53	239
10/10/24	4.52	4.53	239
10/09/24	4.53	4.53	239
10/08/24	4.53	4.53	241



CALIFORNIA STATE TREASURER
FIONA MA, CPA



PMIA Daily Effective Yield

Date	Daily	Quarter to Date	Average Maturity
10/07/24	4.53	4.53	239
10/06/24	4.53	4.54	241
10/05/24	4.53	4.54	241
10/04/24	4.53	4.54	241
10/03/24	4.53	4.54	242
10/02/24	4.54	4.54	242
10/01/24	4.54	4.54	243



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City of Bishop
377 W Line Street
Bishop, CA 93514

California CLASS

California CLASS

Average Monthly Yield: 5.0039%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
CA-01-0180-0001	City of Bishop	19,253,376.32	0.00	0.00	81,601.49	334,977.81	19,256,008.63	19,334,977.81
TOTAL		19,253,376.32	0.00	0.00	81,601.49	334,977.81	19,256,008.63	19,334,977.81



City of Bishop

Account Summary

Average Monthly Yield: 5.0039%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
California CLASS	19,253,376.32	0.00	0.00	81,601.49	334,977.81	19,256,008.63	19,334,977.81

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
10/01/2024	Beginning Balance			19,253,376.32	
10/31/2024	Income Dividend Reinvestment	81,601.49			
10/31/2024	Ending Balance			19,334,977.81	

California CLASS

California CLASS

Date	Dividend Rate	Daily Yield
10/01/2024	0.000138678	5.0756%
10/02/2024	0.000139380	5.1013%
10/03/2024	0.000138137	5.0558%
10/04/2024	0.000411603	5.0216%
10/05/2024	0.000000000	5.0216%
10/06/2024	0.000000000	5.0216%
10/07/2024	0.000136858	5.0090%
10/08/2024	0.000136838	5.0083%
10/09/2024	0.000136889	5.0101%
10/10/2024	0.000136658	5.0017%
10/11/2024	0.000545556	4.9919%
10/12/2024	0.000000000	4.9919%
10/13/2024	0.000000000	4.9919%
10/14/2024	0.000000000	4.9919%
10/15/2024	0.000136312	4.9890%
10/16/2024	0.000136701	5.0033%
10/17/2024	0.000136971	5.0131%
10/18/2024	0.000410037	5.0025%
10/19/2024	0.000000000	5.0025%
10/20/2024	0.000000000	5.0025%
10/21/2024	0.000136508	4.9962%
10/22/2024	0.000136214	4.9855%
10/23/2024	0.000136301	4.9886%
10/24/2024	0.000136188	4.9845%
10/25/2024	0.000408363	4.9820%
10/26/2024	0.000000000	4.9820%
10/27/2024	0.000000000	4.9820%
10/28/2024	0.000136133	4.9825%
10/29/2024	0.000136054	4.9796%
10/30/2024	0.000136022	4.9784%
10/31/2024	0.000135894	4.9737%

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.**



Agenda Item: 13.D
Date of Meeting: November 25, 2024
Department: Finance

STAFF REPORT

To: City Council
From: Ethan Aukee
Subject: **Amendment to Extend the Existing Agreement Between the City of Bishop and Inyo Council for the Arts**
Prepared On: November 15, 2024
Attachments: Inyo Council for the Arts Service Agreement
Draft Amendment No 1 to ICFTA Agreement
ICFTA Final Report for 2023-24

Background/History:

The City entered into an agreement with Inyo Council for the Arts in FY 2023-24. This agreement includes a provision for a one-year extension upon approval of both parties to the agreement.

Analysis/Discussion:

Inyo Council for the Arts annual report for FY 2023-24 is attached to this report for council review. All terms of the agreement for FY 2023-24 would apply to FY 2024-25.

Economic Impacts:

The economic impacts of the agreement are detailed within the agreement.

Budget Impacts:

The expense of funding this agreement, or an agreement in this amount, is already budgeted within the FY 2024-25 budget.

Legal Review:

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

Recommended Action:

City Council to approve the proposed amendment and authorize the City Administrator to execute the amendment on behalf of the City.

Approved By: Ethan Aukee 11/15/2024

Approved By: Robin Picken 11/15/2024

Approved By: Deston Dishion 11/18/2024

Approved By:

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

1. PARTIES AND DATE.

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

2. RECITALS.

2.1 Contractor.

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

2.2 Project.

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

3. TERMS.

3.1 Scope of Services and Term.

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

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

3.2 Responsibilities of Contractor.

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

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

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

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

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

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

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

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

3.2.8 Insurance:

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

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

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

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

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

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

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

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

- (A) The policy or policies of insurance required by Section 3.2.8.2(A), Commercial General Liability shall be endorsed to provide the following:
 - (1) Additional Insured: Contractor agrees to endorse the third party general liability coverage required herein to include as additional insured the City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 1985. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the Services contemplated by this Agreement to do likewise.
 - (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.
- (B) The policy or policies of insurance required by Section 3.2.10.2(8) Automobile Liability, and Section 3.2.8.2(D) Professional Liability, shall be endorsed to provide the following:
 - (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.
- (C) The policy or policies of insurance required by Section 3.2.8.2(C), Workers' Compensation, shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

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

3.3.2 Reserved.

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

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

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

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

3.5.3.3 Confidential Information. The City shall refrain from releasing Contractor's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Contractor of its intention to release Proprietary Information. Contractor shall have five (5) working days after receipt of the Release Notice to give City written notice of Contractor's objection to the City's release of Proprietary Information. Contractor shall indemnify, defend, and hold harmless the City, and its officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Contractor fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

3.5.5 Reserved

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

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

3.5.8 Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

authority to make this Agreement and bind each respective Party.

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

3.6 Subcontracting.

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

CITY OF BISHOP

By:



City Administrator

INYO COUNCIL FOR THE ARTS

By:



Executive Director or Board
Member

Attest:

By:



City Clerk

Approved as to Form:

By:



City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

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

Name of Organization

Inyo Council for the Arts

Contact Information (Phone Number)

(760) 873-8014

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

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

Our annual events and programs include:

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

Amount of Funding requested

25,000

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

General Operating

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

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

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

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

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

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

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

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

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

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

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

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

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

Will the project or organization fail without the requested funding?

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

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

N/A

EXHIBIT "B"

COMPENSATION

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

Section 1: Payments and Financial Accounting and Reporting

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

ICFTA Payments FY 2023-24

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

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

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

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

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

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

AMENDMENT NO. 1 TO SERVICES AGREEMENT

This Amendment No. 1 (“Amendment”) to the Services Agreement is made and entered into effective the 26th day of November 2024, by and between the CITY OF BISHOP, a Municipal Corporation (“CITY”), and the INYO COUNCIL FOR THE ARTS, a California corporation (“ICFTA”). CITY and ICFTA are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

A. Recitals.

(i). CITY and ICFTA entered into a Services Agreement (“Agreement”) effective November 1, 2023 through which ICFTA provides tourism attraction, marketing and branding services to the CITY.

(ii). The Parties now seek to amend the Agreement to extend the term of the Agreement.

(iii). All legal prerequisites to the making of this Amendment have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

B. Amendment to Agreement.

1. The first sentence of Paragraph 3.1.2 (“Term”) is amended to provide as follows:

The term of this Agreement shall commence on November 1, 2023 and terminate June 30, 2025.

2. Exhibit B to the Agreement is hereby replaced with a 2024-2025 Compensation Schedule attached to this Amendment No. 1 as Exhibit A.

3. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

4. The Agreement, all amendments together with this Amendment No. 1 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 1 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

5. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 1 to the Agreement are to be executed as of the day and year first above written.

INYO COUNCIL FOR THE ARTS

CITY OF BISHOP

By: _____

By: _____
Deston Dishion
City Administrator

ATTEST:

Robin Picken,
City Clerk

APPROVED AS TO FORM:

By: _____
Dean J. Pucci
City Attorney

EXHIBIT A
2024-2025 Compensation Schedule

This exhibit will be updated annually based on the City budget.

Section 1: Payments and Financial Accounting and Reporting

- (a) Funding Amount for FY 2024-25: For FY 2024-25, Contractor shall receive \$25,000 and the City shall make two payments to Contractor as provided below. If this Agreement is terminated prior to the end of a quarter for which payment has been made, Contractor shall refund to City a prorated amount of the remainder of the quarter, in accordance with the termination provisions of the agreement.

ICFTA Payments FY 2024-25

January 1, 2025	\$12,500
June 30, 2025	\$12,500

- (b) By January 30th of each year, ICFTA will provide to the City an accounting, plus a copy of any audit of expenditures showing the use of City provided funding for the previous fiscal year, July 1 to June 30.
- (c) Funds received from non-City sources shall be identified and accounted for separately. Separation of sources and uses of funds is necessary to provide accounting of the use of restricted funds in compliance with any restrictions placed on funding.

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

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



July 25, 2024

City of Bishop
Post Office Box 1236
Bishop, CA 93515

Invoice

Payment request for funds awarded to Inyo Council for the Arts by the City of Bishop for fiscal year 2023-2024

Contract Amount	\$ 25,000.00
100% completed	\$ 25,000.00
Less previous payments	<u>-12,500.00</u>
Amount due this request	\$ 12,500.00

We appreciate the City of Bishop's support for ICA arts and cultural activities and look forward to continued collaborations. We have attached a year-end report for your review. Please feel free to contact us if you have any questions.

Sincerely,

Sharon Freilich
Executive Director



INYO COUNCIL FOR THE ARTS

City of Bishop| 2023-2024 Grant in Support Final Report

ICA is proud of the programming we were able to provide to the constituents and visitors of the City of Bishop and Inyo County. This programming supports artists, increases or enhances tourism and provides arts access to all regardless of socio-economic status, disability, race or religion.

SCHOOL PROGRAMMING

School Art Days: With limited funding for arts programming in Inyo County Schools, ICA was able to utilize City of Bishop funding by bringing arts programming directly into the schools. The initial success of this pilot program in Bishop three years ago, helped launch the program countywide with the intention of reaching every TK-5th grade student, ensuring equitable art access to all Inyo County students. With requests to expand and include middle school grades we have surpassed our goal and will continue our efforts.

In the beginning of the 2023-24 school year, ICA met with ICOE Superintendent, Barry Simpson and Jeff Thomson, Inyo County Probation Department, to discuss where the greatest need for art programming was in the Bishop Schools. As a result, we hosted an in-person School Art Day for grades 5-7 serving 404 students. Our school Art Day program was modeled after our Community Art Days, with the intent of reaching our entire elementary population by taking arts activities directly into the schools. This past year we expanded to include our middle school students in many of the schools. The art projects were in conjunction with a book chosen by ICOE and Bishop elementary/middle school English teachers with the intent of increasing engagement with both reading and creating art. The art projects were inspired by and related to the book providing connection with, and engagement in, both reading and art. We were so impressed with their creativity and their manners and the instant feedback from students was inspiring to the entire team. For students not able to attend, we made sure that their teacher provided them with the book and art kit, as well as materials needed for an art lesson & project to take home. In addition to the City of Bishop and Inyo Council for the Arts, our partners include Inyo County Office of Education and Inyo County Probation.

Art Docent Program/Brummitt-Taylor Music Program: In partnership with schools and teachers, ICA recruits, trains and places volunteer artist teachers in school classrooms to teach

art history and engage students in related art projects using our eclectic and engaging art curriculum. In addition, our School Arts Coordinator, Jane Pace, worked hard this year to introduce and inspire teachers to use the Brummitt-Taylor Music curriculum in elementary schools. She met with Gretchen Skrotzki at BUES who liked the program so much that she offered to introduce it to all K-5 classrooms. With classroom teacher approval and commitment, we are happy to report that in the 2024-2025 school year this program will be reintroduced.

After-school Art Class: ICA provided ongoing weekly after school visual art and music classes with highly qualified art teachers for Jill Kinmont Boothe and Keith Bright students in Bishop. This provided small group or one-on-one art enrichment and emotional support for struggling students.

Poetry out Loud: POL is an engaging county-wide student art and literacy competition in which students memorize and recite classic and modern poems in a competitive environment. The winner travels to the California State Capital for the state competition and the state winner travels to Washington DC for a celebration.

English teachers at BUES were presented with a short video and information about the POL competition at the beginning of the 2023 school year. Unfortunately, this past year, BUSD students did not compete due to time and curriculum constraints and loads. Our school Arts Coordinator has already reached out for the 2024-2025 school year to entice teachers to integrate this highly successful program and competition into their curriculum to be ready for the 2025 competition.

COMMUNITY ART DAYS/ARTS and CRAFT FAIRS

Community Art Days/ Arts and Craft Fairs: Our Community Art Days and Arts and Craft Fairs in the Bishop City Park concentrate on constructing, advancing, and producing arts events and activities that engage and stimulate participants of all ages, backgrounds, and abilities while supporting local and visiting artists and our tourist industry. Inyo Council for the Arts (ICA) hosted four successful weekends/days of free arts programming in Bishop: The 4th of July 2023, Labor Day weekend 2023, Earth Day 2024 and Memorial Day Weekend 2024.

Community Art Days: For the third year, we partnered with Bishop Sunrise Rotary to combine our Community Art Day with the Earth Day Sierra Event at the Bishop City Park. We set up six art stations for families to create hands-on arts projects together, including making butterfly wings, recycled CD spinners, recycled bubble wrap printmaking, easel painting stations, paper bag decorating and more! Each participant left with a hands-on decorated gift bag to take their art projects home with them and a biodegradable planter with a packet of pollinator seeds and dirt, all in keeping with the Earth Day theme. We also hired a lineup of local musicians and performers, including the AkaMya Culture Group, Zikomo, and the Sandy Anderson Trio. By joining Community Art Days with the Earth Day Sierra Event, both presenters received a boost in public attendance to the event. We estimate a total event attendance of approximately 1,000 attendees. This event also provided financial support to Inyo County artists by providing free booth spaces and a venue for selling their artistic creations.

For the 4th of July, we partnered with the City of Bishop and the Bishop Volunteer Fire Department to provide a fun and safe environment to celebrate. ICA sponsored the live music for the event, supplied the site with a stage, chairs and sound equipment and handed out 4th of July themed goodies to kids of all ages.

Arts and Craft Fairs: Our Memorial Day and Labor Day weekend Arts and Crafts Fairs draw both local community participants as artists and shoppers as well as tourist and visitors here for the Tri County Fair and Mule Days events. In providing the Art and Crafts Fairs during these heavily visited events, we help support our local and visiting artists, crafts people and food vendors. In doing so, this contributes to economic growth in our community. Labor Day in 2023 was our largest turnout in many years. The Memorial weekend show was the largest turnout since pre-Covid with 100 booths. ICA pays the city \$20 per booth plus camping fees (\$3,150 for 2024). Additionally, many of our vendors stay in Bishop hotels and frequent local eateries, all generating TOT and sales tax revenue for the city.

MILLPOND MUSIC FESTIVAL

Millpond Music Festival: The 31st annual Millpond Music Festival, presented by ICA, was a big success, and what many Bishop residents look forward to each year. This festival combines art, music, camping and the great outdoors, featuring 16 incredible musical acts, food and art vendors, kid's art activities, a main stage and an intimate workshop tent. Millpond is a family friendly celebration that brings a diversity of people together united in their love of the area, music, art and a common goal of enjoyment and fun. We provided free tickets to all the Paiute Tribes in the county, Inyo/Mono students K-8, Progress House residents and their aides, to ICOE teachers for Friday night, and discounted tickets to our local seniors. Many in our community volunteer to make sure this festival happens every year. We receive a boost to our local economy with people who travel from all over the country to our festival and use our hotels, camping areas, restaurants, gas stations and stores before, during and after Millpond, generating tourist activity and revenue.

Millpond Night for Educators: On the first night of Millpond, in partnership with ICOE and local businesses, 500 Inyo County school administrators, teachers and staff kicked off the 2023-2024 school year with a free celebration party at Millpond.

ICA GALLERY AND GIFT SHOP

ICA Gallery and Gift Shop: Inyo Council for the Arts Gallery and Gift Shop provides a venue of support and income supplementation for our local artists. Artists that show in our Gallery and giftshop receive 70% of all their sales and have authority over pricing their own artwork. This year we sponsored two art gallery opening nights for our gallery shows so that artists, patrons, members, potential buyers and visitors engage in a local evening of art, conversation, food and connection. We look forward to coordinating with other Bishop organizations and businesses to collaborate on a walkable evening of art and community.

EQUIPMENT LENDING/RENTAL

Equipment Lending/Rental: ICA provides a free or low-cost rental equipment service to local non-profits and businesses. Equipment consists of: stage, chairs, sound equipment, large screen and projector, microphones, stands, tables, chairs, stools and tents. The following organizations were recipients of this ICA community service program in 2023-2024: City of Bishop, C5, Mountain Rambler, Friends of the Inyo, Black Sheep, Flash Foxy, American Alpine Club/Craggin' Classic, Friends of Eastern Sierra Tri County Fair, ESIA, Golden Trout Guiding Company, and Yodel Tone Music. ICA will continue in our commitment to provide aide to organizations that bring these successful events to our community.

OUTREACH:

E-newsletter, Facebook, Instagram, e-mail, print media, and radio: ICA's multi approach to consistent outreach reaches over 2,000 recipients and showcases ICA programs and events.

Additionally, ICA includes and supports other local organizations and government sponsored events in Bishop and Inyo County in our outreach publications.

LOOKING FORWARD

We are looking forward to upholding our high level of programming and events that make the arts available to all in our community. We hope we can count on the City of Bishop for continued partnership and funding. Thank you.



Agenda Item: 13.E
Date of Meeting: November 25, 2024
Department: Public Works

STAFF REPORT

To: City Council
From: Nora Gamino
Subject: **Electrical Facilities Cost Sharing Agreement with Caltrans**
Prepared On: November 13, 2024
Attachments: TR-09-5-103 City of Bishop ECSA street lighting

Background/History:

The Caltrans District 9 Bishop Pavement Project includes the construction of a multi-use path from See Vee Lane to Wye Road on the south side of the North Sierra Highway (US 395).

During early design development between the City and Caltrans, it was determined that pedestrian scale lighting will be installed along this section of path. The final design includes 42 decorative luminaries, similar to the lights installed on Warren Street.

Analysis/Discussion:

The proposed Electrical Facilities Cost Sharing Agreement between Caltrans and the City formalizes the discussions and decisions that happened early in the development of the Bishop Pavement Project.

Caltrans will provide the full capital cost for the purchase and installation of the pedestrian scale lighting. Caltrans will provide all maintenance costs and if a light pole is damaged from an errant vehicle, vandalism, act of God, normal wear and tear, or system failure the light pole will be replaced.

The City of Bishop will be responsible for electricity cost.

Economic Impacts:

There are no significant economic impacts.

Budget Impacts:

None this fiscal year. In future years, the additional cost of electricity for these lights (estimated at \$550/month) will be included in the streets utilities budget.

Legal Review:

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

Recommended Action:

Council consideration to approve the Electrical Facilities Cost Sharing Agreement with Caltrans, District 9.

Approved By: Ethan Aukee 11/13/2024

Approved By: Robin Picken 11/14/2024

Approved By: Deston Dishion 11/14/2024

Approved By:

ELECTRICAL FACILITIES COST SHARING AGREEMENT WITH CITY OF BISHOP

THIS ELECTRICAL FACILITIES COST SHARING AGREEMENT ("AGREEMENT") is made by and between the State of California, acting by and through the Department of Transportation ("STATE") and the City of Bishop ("LOCAL AGENCY"), individually referred to as a "PARTY" and joint as "PARTIES."

RECITALS

1. This AGREEMENT will specify the LOCAL AGENCY's and STATE's respective costs associated with the installation, operation, maintenance, repair and replacement of electrical facilities, including pedestrian scale street lighting on US 395 within the jurisdictional limits of the LOCAL AGENCY.

OPERATIVE PROVISIONS

1. **Updates to Exhibits.** Changes to PARTIES' electrical facilities cost sharing arrangement, resulting from future additions, improvements or alterations to the electrical facilities covered in this AGREEMENT may be made by PARTIES attaching amended Exhibit(s) or addendum to the Exhibit(s).
2. **Amendment to Agreement.** Except as provided in the preceding Section concerning Exhibit amendments, the terms of the AGREEMENT can be changed only by a mutual written amendment by PARTIES.
3. **Successors.** This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES and their respective successors-in-interest including, any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits. If the successor city or municipality fails to accept the obligations of the LOCAL AGENCY by entering into a new agreement with STATE, LOCAL AGENCY shall continue to be contractually bound by the terms of this AGREEMENT.
4. **Permits** STATE can enter the LOCAL AGENCY jurisdiction to perform any maintenance or work to the facilities covered by this AGREEMENT, without permits from LOCAL AGENCY. When feasible STATE shall provide advance notification by phone call or email to LOCAL AGENCY contact.
5. **Electrical Facilities.** This AGREEMENT specifies the LOCAL AGENCY's and STATE's respective costs associated with the operation, maintenance, repair and replacement of the electrical facilities specifically listed in Exhibit A, attached hereto and incorporated, in the area shown by the map attached hereto and incorporated as Exhibit B.

6. **Cost Sharing and Apportionment.** Exhibit A lists the percentage of costs for electricity only apportioned to each PARTY and shall be based on STATE's actual costs.

7. **Reimbursement of Actual Costs.**

- A. STATE shall pay for all the expenses stated in the "Basis for Billing" section below, for all the electrical facilities listed under **STATE Owned and Maintained** table shown in Exhibit A and seek reimbursement from LOCAL AGENCY **for the cost of electricity only**, as per the percentage stated in that table in Exhibit A. When a lighting pole identified on Exhibit A is damaged from an errant vehicle, vandalism, act of God, normal wear and tear, or system failure, STATE will replace the lighting pole at State's expense.

8. **Costs**

A. **Basis for Billing**

- a. Total maintenance costs for pedestrian scale street lighting shall be based on actual costs, including but not limited to the following:
- i. The costs of repairs and replacement of the devices
 - ii. The costs of regular inspection and maintenance
 - iii. Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses
 - iv. Electrical energy

- B. STATE will bill LOCAL AGENCY quarterly, in arrears, for LOCAL AGENCY's share of electrical facilities costs, consisting of electricity only, as listed in Exhibit "A".

9. **Budget Contingency.** STATE's obligation under this Agreement is contingent upon the Legislature appropriating sufficient funds under the Budget Act, and the encumbrance of funding to the STATE's District Office.

10. **Legal Relations and Responsibilities.**

- A. **No Third-Party Beneficiaries.** This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to the AGREEMENT. Nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the operation and maintenance of STATE highways and LOCAL AGENCY facilities different from the standard of care imposed by law.

- B. **Indemnification.** Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this AGREEMENT. STATE, pursuant to Government Code Section 895.4, shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by STATE under this Agreement.

Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY, under or in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY arising under this AGREEMENT. LOCAL AGENCY, pursuant to Government Code Section 895.4, shall fully defend, indemnify, and save harmless STATE and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by LOCAL AGENCY under this AGREEMENT.

11. **Termination.** This Agreement may be terminated by a formal agreement.
12. **Effective Date.** This Agreement shall become effective on the last date each PARTY's authorized representative has executed this AGREEMENT.
13. **Authority.** Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this AGREEMENT. LOCAL AGENCY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority as required.

THE LOCAL AGENCY OF City of Bishop

Dated: _____
Jose Garcia, Mayor

INITIATED AND APPROVED:

Dated: _____
Deston Dishion
City Administrator

Dated: _____

APPROVED AS TO FORM AND PROCEDURE

Dated: _____
Dean J. Pucci
City Attorney

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Dated: _____
Bryan Winzenread
Deputy District Director
Maintenance District

EXHIBIT A

Effective _____, 20____

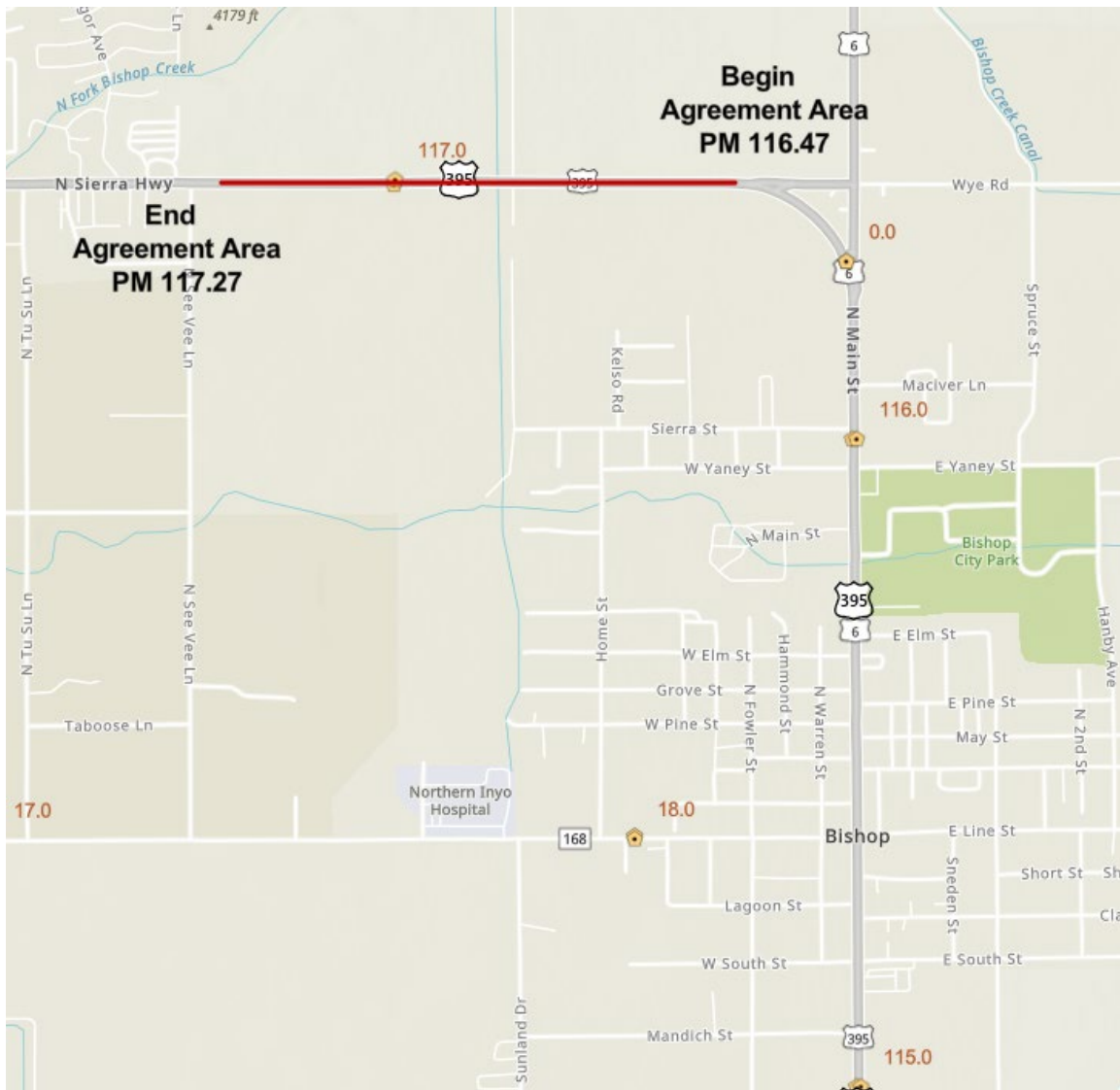
BASIS OF COST DISTRIBUTION

STATE Owned and Maintained
Electrical Energy Cost Share Billed by STATE

<u>Route and PM</u>	<u>Location</u>	<u>Type of Facility</u>	Cost Distribution for electrical power only	
			<u>STATE</u>	<u>LOCAL AGENCY</u>
US 395 PM 116.46/117.27	In Bishop from Wye Rd. to See Vee Ln.	42 pedestrian scale lights CT ID's: 09483950116751L, 09483950115274L and 09483950116078L	0%	100%

Exhibit B

Map of Agreement Area



**US 395 – City of Bishop
Electrical Facilities Cost Sharing Agreement**



Agenda Item: 13.F
Date of Meeting: November 25, 2024
Department: Community Services

STAFF REPORT

To: City Council
From: Dan McElroy
Subject: **Second Reading and Adoption of a Proposed Ordinance Amending Section 9.24.020 The City of Bishop Ordinances, Unlawful Acts in the Park, in Order to Prohibit Fishing.**
Prepared On: November 18, 2024
Attachments: Ordinance Prohibiting Fishing in The City Park

Background/History:

The Bishop City Park is hub of many community activities. The act of fishing in the Park Pond and Bishop Creek has become an issue. and this has been brought to our staff's attention. Due to fishing, staff has noticed an increase in trash, lures, hooks and fishing line left on the ground. These items left can cause birds and wildlife to become entangled, not to mention the safety concerns of hooks and trash being left which could injure any user that comes in contact with these items.

The Bishop City Council approved the first reading and introduction of this proposed ordinance on November 12, 2024.

Analysis/Discussion:

Through staff discussion, the Community Services Department would like to expand and amend the Ordinance 9.24.020 to include the section of Bishop Creek in the City Park to no fishing. The Bishop Park Pond is already included in this ordinance, this amendment would allow staff the post the creek area with no fishing signs, thus dispelling any confusion by the public and staff.

Economic Impacts:

None

Budget Impacts:

None

Legal Review:

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

Recommended Action:

Council consideration to approve the second reading and adoption of the proposed ordinance by title only.

An Ordinance of the City Council of the City of Bishop, State of California, Amending Section 9.24.020 The City of Bishop Code of Ordinances, Unlawful Acts in the Park, in Order to Prohibit Fishing

Approved By: Deston Dishion 11/18/2024

Approved By:

Approved By:

Approved By:

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP,
STATE OF CALIFORNIA, AMENDING SECTION 9.24.020 THE CITY OF BISHOP CODE OF
ORDINANCES, UNLAWFUL ACTS IN THE PARK, IN ORDER TO PROHIBIT FISHING**

WHEREAS, the City of Bishop is responsible for providing for the health, safety and welfare of its residents, visitors, animals, wildlife, and water supply; and

WHEREAS, under Cal. Const. art. XI, §7, cities may make and enforce within their limits all local, police, sanitary and other ordinances not in conflict with general laws; and

WHEREAS, subsection I of Section 9.24.020 of the City of Bishop Code of Ordinances currently prohibits fishing in the city park pond; and

WHEREAS, it has been brought to the City's attention that increasing numbers of individuals are creek fishing in the city park; and

WHEREAS, those using the creek for fishing have been leaving behind fishing line and hooks, which creates health and safety hazards for people and birds; and

WHEREAS, the City Council reasonably believes that these health and safety hazards could be avoided by making it unlawful to fish in the city park; and

WHEREAS, the City of Bishop, California, pursuant to the provisions of the California Environmental Quality Act ("CEQA") (Cal. Pub. Res. Code §§21000 and following) and State CEQA Guidelines (14 CCR §§15000 and following) has determined that this ordinance is not a project under CEQA pursuant to Title 14, Section 15378 (b)(5) of the California Code of Regulations;

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

SECTION 1. The above recitals are true and incorporated into this ordinance.

SECTION 2. Subsection 9.24.020 of the City of Bishop Code of Ordinances is hereby amended, to read as follows:

9.24.020 – Unlawful acts in public park.

Within the city park, no person shall do any of the following specified acts:

A. Lead or let loose any animal or fowl of any kind in, through, or across the city park. However, dogs on leash may be taken through and across the city park on established roads or pathways to any part of the city park specifically designated as a dog park area for purposes of using such dog park area;

- B. Enter, be or remain in the city park while in the possession of or while consuming any alcoholic beverage;
- C. Be in the city park between the hours of 10:00 p.m. and 6:00 a.m. of the following day without a special permit issued by the city;
- D. Light or maintain any fire except in a stove, fire circle or other place provided for that purpose;
- E. Participate in golf, archery or model airplane flying in the city park except in areas specifically designated for such purpose;
- F. Drive any vehicle other than on roads, trails, or driveways provided for that purpose;
- G. Misuse, destroy or mutilate any park property of the city located in the city park;
- H. Molest, injure or kill any bird or mammal, or disturb its habitat in the city park;
- I. Swim or enter onto the ice within the city park pond;
- J. Fish within the city park pond or creek.

SECTION 3. ENVIRONMENTAL DETERMINATION. The proposed ordinance has been reviewed for compliance with CEQA, the CEQA Guidelines, and the City's environmental procedures. Because the proposed ordinance is an administrative activity which will not result in direct or indirect physical changes to the environment, it has been found to be not a project under Section 15378 (b)(5) of the CEQA Guidelines.

SECTION 4. INCONSISTENCIES. Any provision of the Bishop Code of Ordinances or appendices thereto inconsistent with the provisions of this ordinance, to the extent of such inconsistencies and/or further, is hereby repealed or modified to the extent necessary to affect the provisions of this ordinance.

SECTION 5. SEVERABILITY. If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses or applications of this ordinance which can be implemented without the invalid provision, clause or application; and to this end, the provisions of this ordinance are declared to be severable.

SECTION 6. EFFECTIVE DATE. This ordinance shall be in full force and effect commencing thirty (30) days after its final adoption and a summary hereof shall be published once within fifteen (15) days in The Inyo Register, a newspaper of general circulation printed and published in the County of Inyo and circulated in the City of Bishop and hereby designated for that purpose by the City Council.

SECTION 7. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published in the manner and form provided by law in The Inyo Register, a newspaper of general circulation printed and published in the City of Bishop, State of California, which said newspaper is hereby designated for that purpose.

Introduced at a regular meeting of the City Council on the ___ day of ___, 2024, by the following roll call vote:

MOTION:

AYES:

NOES:

ABSENT

ABSTAINED

Passed and approved at the regular meeting of the City Council on the ____ day of ____,
2024, by the following roll call vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

Robin Picken, City Clerk

Jose Garcia, Mayor

APPROVED AS TO FORM:

Dean J. Pucci, City Attorney



Agenda Item: 14.A
Date of Meeting: November 25, 2024
Department: Finance

STAFF REPORT

To: City Council
From: Ethan Aukee
Subject: **Recommended List of Grant in Support Awards**
Prepared On: November 14, 2024
Attachments: Ad Hoc Committee Recommended Award List 2024-2025

Background/History:

The City Council awards grant funding on an annual basis to various nonprofit organizations via the City's Grant in Support Program. The intent of the Grant in Support Program is to deliver needed community programs, events, and services that City staff are not able to provide.

Analysis/Discussion:

During the October 28, 2024, City Council meeting, City Council appointed two councilmembers to comprise an ad hoc committee to review grant in support applications and make recommendations to the full City Council on awarding of grant in support funding. Councilmember Ellis and Councilmember Schwartz, along with City staff, met to review all applications received. The City received sixteen applications for specific projects, of which all sixteen were chosen to be recommended to the full City Council. The total expense associated with funding the sixteen recommended projects is \$127,766. The City budgeted \$60,000 for grants in support in the 2024-25 fiscal year budget. A budget adjustment would be required if the City Council proceeds in approving the grants in support as proposed by the ad hoc committee.

Throughout the two prior fiscal years, the City budgeted and did not spend, a total of \$74,370 for community promotions.

Economic Impacts:

Bishop residents will be provided with programs, events, and services that otherwise would not be available, or available to a lesser extent without grant funding. Each grant project is pursued with the intent of increasing the quality of life in the City of Bishop.

Budget Impacts:

The recommended amount of grant awards exceeds the approved budget by \$67,766.

If the recommended amount of grant awards is approved, the budget for expense account 001-019-52131, Community Support, shall increase by \$67,766.

Legal Review:

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

Recommended Action:

Council consideration to award grants in support as recommended by the Grant in Support Ad Hoc Committee.

Approved By: Ethan Aukee 11/15/2024

Approved By: Robin Picken 11/15/2024

Approved By: Deston Dishion 11/15/2024

Approved By:

Grant in Support FY 2024-25

Ad Hoc Committee Recommended Awards

Applicant	Project Title	Amount of Award
Bishop Area Bike Organization	Bishop Bike Park	\$4,000.00
Bishop Area Climber's Coalition	BACC Outdoor Engagement Plan	\$5,250.00
Bishop Little League	Field 4 Scoreboard	\$12,000.00
Bishop Mule Days	2025 Bishop Mule Days Celebration	\$10,000.00
Bishop Museum & Historical Society	Textiles Touch All of Us	\$8,000.00
C5 Studios	Art in Storefronts 2024	\$7,400.00
Calvary Baptist Church	Sober Grad Night	\$10,000.00
Eastern Sierra Avalanche Center	Bishop Avalanche Safety & Awareness	\$7,500.00
Eastern Sierra Land Trust	Eastside Pollinator Garden Project	\$5,000.00

Grant in Support FY 2024-25

Ad Hoc Committee Recommended Awards

Applicant	Project Title	Amount of Award
Eastside Student Center	Line Street Center Lunch & Dinner Program	\$10,000.00
Friends of the Fair	Friday Markets	\$10,000.00
Friends of the Inyo	Trail Ambassador Stewardship Projects	\$10,000.00
Girl Scouts of the Sierra	Bishop Girl Scout House	\$8,616.00
Playhouse 395	New Soundboard, Mics, and Mic Packs	\$5,000.00
Sacred Rok	Keith Bright/Home Street Beautification & Learning Garden Project	\$10,000.00
Sierra Roller Hockey League	Goalie Equipment	\$5,000.00



Agenda Item: 14.B
Date of Meeting: November 25, 2024
Department: Public Works

STAFF REPORT

To: City Council
From: Nora Gamino
Subject: **Task Order for the Field 6 Enhancement Project Design**
Prepared On: November 13, 2024
Attachments: TO04_Field 6 (tasks 1-3 only)
TO04_Field 6 (tasks 1-3 only) Fee Estimate

Background/History:

In 2016 the Community Services Department and the Bishop Unified School District worked together to develop the Field 6 Project. This project was to accommodate the community athletic groups with a large turf area located on the east corner of Hanby and Spruce Street at the City Park. During the development of Field 6, the native soil presented challenges for the growth of turf-grass. Due to the high demand, poor soil conditions, and lack of lighting, Field 6 needs redevelopment.

The Field 6 Enhancement Project concept was developed during the City of Bishop Strategic planning meeting in 2023. Through input from the Parks and Recreation Commission and City Council this project was selected as a priority for the City Park Master Plan and Strategic Plan. The Field 6 Enhancement Project will provide the community of Bishop and surrounding region with two lighted multi-use sports fields and amenities. Improving Field 6 to be a lighted sports field complex, the City Park will be able to host tournaments, provide the community with extended hours of operation, and provide more programming opportunities.

Analysis/Discussion:

The City of Bishop received a proposal from Wood Rodgers, Inc. to develop conceptual plans and subsequent construction documents for this project. The project is located within the Bishop City Park along Hanby Street. Project elements include, but are not limited to:

- Development of two full sized soccer fields constructed to standard. Diagram provided by the City of Bishop.
- Analysis of natural turf vs artificial turf, including considerations such as benefits and drawbacks, maintenance, construction cost and replacement cost. Conduct a Life-Cycle Cost Analysis comparing the two options.
- Potential turf and soil removal, including replacement soil with PH neutral and balanced nutrient amended soil. Turf reestablishment with Cool-Season seed blend Rye-Grass,

Kentucky Blue-Grass, and Red Fescue. Existing conditions Soil-Report provided by the City of Bishop.

- Potential installation and design of new irrigation with the potential to reuse some of the existing. Create an Irrigation System that is adequate to operating pressure at existing Main-Line and meets California (MWELO) standards.
- New electrical service including service extension from Field 2 location. Provide lighting that is compliant with Sports Field standards. Two options from vendors provided by the City of Bishop, or approved equal.
- Perimeter fencing and landscaping, including shade trees.
- Optional development of grandstand area with shade structure, including ADA compliant paths of travel from parking areas.

This task order, as written, only covers the first three tasks of the project. Those tasks are 1) project management and coordination, 2) survey and mapping, and 3) conceptual planning, including a life-cycle cost analysis of natural grass versus artificial turf. Once the city decides on which concept to move forward with, this task order will be amended to complete the remaining project tasks, such as development of the construction documents and bidding assistance.

Economic Impacts:

The redevelopment of Field 6 will allow for Bishop to be able to host larger sporting events which is expected to bring out-of-town users to the area, supporting local businesses in town. Overall, this investment will have a positive economic impact on the city.

Budget Impacts:

This item is currently included in the FY 2024-2025 approved budget.

Legal Review:

Not required.

Recommended Action:

Council consideration to approve the Public Works Director to sign a task order with Wood Rodgers to develop a conceptual plan and design for the Field 6 Enhancement Project for a not-to-exceed fee of \$42,830.

Approved By: Ethan Aukee 11/15/2024

Approved By: Robin Picken 11/15/2024

Approved By: Deston Dishion 11/15/2024

Approved By:



CITY OF BISHOP

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

Wood Rodgers, Inc. Task Order 4 for As Needed On-Call Engineering and Surveying Services

Date: November 25, 2024
Consultant: Wood Rodgers Inc.
Contract No: WR TO 04
Project Title: City of Bishop Field 6 Enhancement Project
Not to Exceed Fee: \$42,830 (tasks 1-3 only)

A. PROJECT DESCRIPTION AND BACKGROUND INFORMATION

The City of Bishop seeks a proposal from Wood Rodgers, Inc. to develop conceptual plans and subsequent construction documents for the Field 6 Enhancement Project. The project is located within the Bishop City Park along Hanby Street. Project elements include, but are not limited to:

- Development of two full sized soccer fields constructed to standard. Diagram provided by the City of Bishop.
- Analysis of natural turf vs artificial turf, including considerations such as benefits and drawbacks, maintenance, construction cost and replacement cost. Conduct a Life-Cycle Cost Analysis comparing the two options.
- Potential turf and soil removal, including replacement soil with PH neutral and balanced nutrient amended soil. Turf reestablishment with Cool-Season seed blend Rye-Grass, Kentucky Blue-Grass, and Red Fescue. Existing conditions Soil-Report provided by the City of Bishop.
- Potential installation and design of new irrigation with the potential to reuse some of the existing. Create an Irrigation System that is adequate to operating pressure at existing Main-Line and meets California (MWELO) standards.
- New electrical service including service extension from Field 2 location. Provide lighting that is compliant with Sports Field standards. Two options from vendors provided by the City of Bishop, or approved equal.
- Perimeter fencing and landscaping, including shade trees.
- Optional development of grandstand area with shade structure, including ADA compliant paths of travel from parking areas.

B. SCOPE OF SERVICES

The scope of the services for the full project is listed below. However, tasks 1-3 will be completed prior to determining the cost of tasks 4-6. The anticipated scope of tasks 4-6 are described below but are not included in the Task Order fee at this time. Once task 3 is complete, a fee estimate will be provided for tasks 4-6 and this Task Order will be amended to include the additional cost.

Task 1 – Project Management & Coordination

For this task, we will perform the following:

- ❑ Initiate an in-person Kick-Off Meeting to discuss the City's goals and needs for the Project. Wood Rodgers will prepare the agenda and minutes for the Kick-Off Meeting. The Project Manager, Landscape Architect and Electrical Engineer will attend the Kick-Off Meeting.
- ❑ Attend Project coordination meetings as necessary. Approximately six (6) virtual monthly meetings are anticipated. Wood Rodgers will prepare the agendas and minutes for each coordination meeting. The Project Manager, Landscape Architect and Electrical Engineer will attend Monthly Meetings.
- ❑ Submit monthly progress reports and invoices.

Task 1 Deliverables:

- Kick-off Meeting Agenda and Minutes.
- Monthly Progress Reports and Invoices.
- Meeting Agendas and Minutes.

Task 2 – Survey & Mapping

For this task, our subconsultant, Eastern Sierra Land Surveyors, Inc. (ESLS) will perform a design level survey of the Project site and provide the following:

- ❑ A topographic survey with an aerial survey at a scale of 1" = 40'. Included would be color orthophotography with a 0.25' pixel resolution, Digital Terrain Model (DTM) with a one-foot contour intervals, an AutoCAD drawing file and PDF file of the survey.
- ❑ The parcel boundary would be sourced from the City of Bishop GIS data. No boundary survey will be conducted by ESLS.

Task 2 Deliverables:

- Survey DTM Model, AutoCAD DWG and PDF files.

Task 3 – Conceptual Planning

For this task, we will perform the following:

- ❑ Prepare up to two (2) Conceptual Plan alternatives. The alternatives will include features such as two full-sized soccer fields, ADA sidewalk routes, shade trees, lighting and shade structure/grandstand location. It is anticipated that a preferred alternative will be chosen during this phase and utilized for preparation of Construction Documents.
- ❑ A Conceptual Construction Cost Estimate will be prepared.
- ❑ Perform an analysis comparing natural turf vs artificial turf for the soccer fields. Analysis will include preparation of a Life-Cycle Cost Analysis.
- ❑ Provide a soil recommendation utilizing the existing soil analysis provided by the City. Should a revised soil analysis be required, it is anticipated that it will be provided by the City.

Task 3 Deliverables:

- Two (2) Conceptual Plan Alternatives and Conceptual Construction Cost Estimates.
- Life-Cycle Cost Analysis.
- Soil Recommendation Memorandum.

Task 4 – Construction Documents (anticipated TO4 amendment)

For this task, we will perform the following:

- ❑ Prepare design drawings that include approximately the following sheets:
 - Title Sheet (1 Sheet)
 - Notes Sheet (1 Sheet)
 - Legend and Abbreviations Sheet (1 Sheet)
 - Demolition Plan Sheets (2 Sheets)
 - Site Plan Sheets (2 Sheets)
 - Grading Plan Sheets (2 Sheets)
 - Civil Details (3 Sheets)
 - Irrigation Plan Sheets (2 Sheets)
 - Planting Plan Sheets (2 Sheets)
 - Irrigation & Planting Details (3 Sheets)
 - *Electrical Design Sheets (6 Sheets) - Prepared by PK Electrical, Inc.*
- ❑ Attend virtual design review meetings at the 60% and 90% phase of design.
- ❑ Design drawings will be submitted to the City of Bishop (COB) for review at the 60%, 90% and 100% phases of design.
- ❑ Construction Cost Estimates, including quantities and unit pricing, will be prepared and submitted at each phase of completion. The estimate will be utilized to prepare a Construction Bid Schedule for inclusion in the Project's contract documents.

- ❑ Prepare a Technical Drainage Analysis Report for the Project. The report is intended to address hydrology and drainage design and determine the storm drain infrastructure needs for the project.
- ❑ Special Provisions and Technical Specifications will be prepared and included in the Project's contract documents. Technical Specifications will be submitted at the 90% and 100% phases of design. Front-end contract documents preparation is not included in this scope of work.
- ❑ Our subconsultant, PK Electrical, Inc., will prepare an electrical design that includes electrical service and distribution, lighting, photometric calculations, coordination with the field lighting manufacturer, coordination with CA Edison and miscellaneous power connections (ie. Irrigation controller).

Task 4 Deliverables:

- 60%, 90% and 100% Plans and Construction Cost Estimates.
- 90% and 100% Construction Bid Schedule, Special Provisions and Technical Specifications.

Task 5 – Bidding Assistance (anticipated TO4 amendment)

For this task, we will perform the following:

- ❑ Assist COB in responding to questions during the bidding process.
- ❑ Prepare all required responses to Requests for Information (RFIs) during the bidding process.
- ❑ Attend an in-person pre-bid conference for the Project, if required.
- ❑ Attend a bid opening if required.

Task 5 Deliverables:

- RFI Responses.

Task 6 – Construction Support (anticipated TO4 amendment)

For this task, we will perform the following:

- ❑ Prepare a Conformed Set of the Project documents.
- ❑ Coordinate with COB and the Contractor during the course of construction.
- ❑ Review construction and shop drawings/submittals for compliance with the design intent.
- ❑ Review lab, shop and mill test reports and certifications for compliance with the design intent.
- ❑ Prepare responses to RFIs issued by the Contractor.

- ❑ Perform up to two (2) site visits to observe construction progress and prepare reports as appropriate.
- ❑ Prepare Record Drawings for the completed Project.

Task 6 Deliverables:

- Conformed Construction Documents, Submittal Review Responses, RFI Responses and Record Drawings.

C. ASSUMPTIONS AND PROVIDED DOCUMENTS

- ❑ City to provide GIS data.
- ❑ City to provide potholing information as requested by Wood Rodgers.
- ❑ City to prepare front-end contract documents.
- ❑ City is responsible for payment of all agency fees.

D. PROPOSED PROJECT SCHEDULE

Milestone	Est. Duration (weeks)	Due Date
Notice to Proceed		November 25, 2024
Kick-Off Meeting/Field Investigations	2	December 2024
Conceptual Design	4	January 2024
Agency Review/Determine Preferred Alternative	3	January 2025
Task Order 4 Amendment	3	February 24, 2025
60% P&E Preparation	4	March 2025
60% Agency Review	4	April 2025
90% PS&E Preparation	6	June 2025
90% Agency Review	4	June 2025
100% PS&E Preparation	2	July 2025
Advertise Project	4	August 2025
Begin Construction		September 2025

E. FEES

The total cost to complete the work included in the Scope of Services shall not exceed \$42,830 without written authorization. This work and any additional work outside the Scope of Services will be billed on a time and materials basis based on the fee schedule attached as EXHIBIT A.

F. CONTACT PERSON

City of Bishop

Nora Gamino

Director of Public Works

(760)-874-8983

ngamino@cityofbishop.ca.gov

Wood Rodgers Inc.

Mike Davidson, PE

Principal Engineer

775-823-4064 Direct

mdavidson@WoodRodgers.com

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

Nora Gamino

Director of Public Works

City of Bishop

Mike Davidson, PE

Principal Engineer

Wood Rodgers, Inc.

Date

Date

Exhibit A - Fee Schedule

Task Order 4 - Field 6 Rehabilitation Project

City of Bishop

Task Description	Wood Rodgers Staff										Direct Costs		Totals	
	Principal Engineer II		Principal Planner/ Engineer/ LA * I		Project Planner/ Engineer/ LA * I		Senior Graphics/ CAD Technician I		Administrative Assistant		Other Direct Costs	Subconsultants	# of Hours per Task	Cost per Task
Hourly Rates	\$280		\$265		\$205		\$165		\$130					
Task 1 - Project Management & Coordination	0	\$0	26	\$6,890	24	\$4,920	0	\$0	3	\$390	\$500	\$2,750	53	\$15,450
Kick-Off Meeting and Minutes Preparation	0	\$0	20	\$5,300	12	\$2,460	0	\$0	0	\$0	\$0	\$2,750	32	\$10,510
Monthly Project Coordination Meetings & Progress Reports	0	\$0	6	\$1,590	12	\$2,460	0	\$0	3	\$390	\$500	\$0	21	\$4,940
Task 2 - Survey & Mapping	0	\$0	0	\$0	0	\$0	4	\$660	2	\$260	\$0	\$9,600	6	\$10,520
Topographic Survey & Boundary	0	\$0	0	\$0	0	\$0	4	\$660	2	\$260	\$0	\$9,600	6	\$10,520
Task 3 - Conceptual Planning	0	\$0	32	\$8,480	32	\$6,560	8	\$1,320	0	\$0	\$500	\$0	72	\$16,860
Concept Alternative Preparation & Cost Estimating	0	\$0	16	\$4,240	24	\$4,920	8	\$1,320	0	\$0	\$500	\$0	48	\$10,980
Life-Cycle Cost Analysis	0	\$0	16	\$4,240	8	\$1,640	0	\$0	0	\$0	\$0	\$0	24	\$5,880
Task 4 - Construction Documents	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$0	0	\$0
60% Plans & Estimate	To be determined after Task 3 - Conceptual Planning is completed.												0	\$0
90% Plans, Specifications & Estimate													0	\$0
100% Plans, Specifications & Estimate													0	\$0
Technical Drainage Analysis Report													0	\$0
Task 5 - Bidding Assistance	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$0	0	\$0
Bidding Assistance	To be determined after Task 3 - Conceptual Planning is completed.												0	\$0
Task 6 - Construction Support	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$0	0	\$0
Construction Support	To be determined after Task 3 - Conceptual Planning is completed.												0	\$0
Subtotals	0	\$0	58	\$15,370	56	\$11,480	12	\$1,980	5	\$650	\$1,000	\$12,350	131	\$42,830

*LA = Landscape Architect

TOTAL FEE \$42,830