



CITY OF BISHOP

CITY COUNCIL MEETING AGENDA

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

MONDAY, APRIL 28, 2025 - 6:00 PM

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

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

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

Public comments may be made:

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

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

1. **CALL TO ORDER** - 6:00 p.m. Monday, April 28, 2025
2. **MOMENT OF SILENCE**
3. **PLEDGE OF ALLEGIANCE** - Councilmember Schwartz will lead the pledge of allegiance.

4. **ROLL CALL**

5. **PUBLIC COMMENT**

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

6. **DEPARTMENT REPORTS**

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

- A. Fire Department - Fire Chief Bret Russell
- B. Police Department - Police Chief Nate Derr
- C. Public Works Department - Public Works Director Nora Gamino
- D. Community Services Department - Community Services Manager Dan McElroy
- E. Planning Department - Principal Planner Ana Budnyk
- F. Administration - City Administrator Deston Dishion

7. **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 - April 28, 2025**
[BACCIC April 28 2025 City Council Report](#)

8. **PRESENTATIONS**

- A. **PRESENTATION - Eastern Sierra Council of Governments Semi-Annual Update**
Recommended Action: Presented by Eastern Sierra Council of Governments (ESCOG) Executive Director Elaine Kabala.
[ESCOG Overview - April 28 2025](#)
[California Jobs First - 40 Projects Awarded Catalyst Funding by Governing Council - Dated March 24, 2025](#)

9. **PUBLIC HEARING AND ACTION**

- A. [**Public Hearing and First Reading and Introduction of an Ordinance to Amend Section 2.24.020 of the Bishop Code of Ordinances, Relating to the Planning Commission; and Adoption of a Resolution Making Corresponding Changes to Council Standards and Procedures.**](#)
Recommended Action: 1. Council to hold a public hearing and consider approving the first reading and introduction of the proposed ordinance by title only; and

2. Council consideration to approve a resolution, to become effective on the effective date of the ordinance.
[Ordinance - Relating to the Planning Commission](#)
[Resolution - Relating to the Planning Commission](#)

10. **CONSENT CALENDAR**

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

A. **City Council Meeting Minutes**

Recommended Action: Council consideration to approve the City Council Special Meeting Minutes for March 6, 2025, and City Council Meeting Minutes for March 10, 2025.

[Minutes 2025 03 06 Special](#)

[Minutes 2025 03 10](#)

B. **Part-time IT Specialist Job Description**

Recommended Action: Council consideration to approve the proposed Part-time IT Specialist Job Description.

[PT - IT Specialist DRAFT 04 28 2025](#)

C. **Part-time Pool Cashier Job Description**

Recommended Action: Council consideration to approve the proposed Part-time Pool Cashier Job Description.

[PT Pool Cashier DRAFT 4 08 2025](#)

D. **Full-time Administrative Support Assistant Job Description**

Recommended Action: Council consideration to approve the proposed Administrative Support Assistant Job Description.

[FT Admin Support Assistant DRAFT 04 28 2025](#)

E. **Full-time Salary Schedule July 1, 2024 - June 30, 2025 and Part-time Salary Schedule July 1, 2024 - June 30, 2025**

Recommended Action: Council consideration to approve updates to the Full-time and Part-time Salary Schedules for 2024/2025 fiscal year.

[2024-2025 Full-time Salary Schedule - 2025 4 28](#)

[2024-2025 Part-time Wage Scale - 2025 4 28](#)

F. **Resolution - Relating to Opposing the Local Social and Economic Impacts That Will Result From Federal Funding Cuts**

Recommended Action: Council consideration to approve and adopt the proposed resolution.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, OPPOSING THE LOCAL SOCIAL AND ECONOMIC IMPACTS THAT WILL RESULT FROM FEDERAL FUNDING CUTS

[Resolution - Related to Opposing Social and Economic Impacts That Result From Federal Funding Cuts](#)

11. **NEW BUSINESS**

A. **[Approval of a Professional Services Agreement with Lechowicz & Tseng for a Water and Sewer Rate Study](#)**

Recommended Action: Staff recommends approval of a Professional Services Agreement with Lechowicz & Tseng Municipal Consultants in the not to exceed amount of \$58,600 for the completion of a Water and Sewer Rate Study, including

Proposition 218 compliance support.
[L&T Proposal for Bishop Rate Study](#)
[Water_Sewer Rate Study PSA](#)

B. **[Approval of Procurement for Variable Frequency Drive and Transformer Installation at the City Wastewater Treatment Plant](#)**

Recommended Action:

Staff recommends that the City Council:

1. Approve the procurement and installation of a Variable Frequency Drive (VFD) and transformer by Eldridge Electric and Son, Inc. in the amount of \$29,518.37;
2. Approve the corresponding budget adjustment; and
3. Authorize the Public Works Director to execute the necessary purchase agreement.

[2025 Sewer VFD Purchase Order 4.25](#)
[Eldridge Estimate](#)
[Backup documentation on quotes](#)

12. FUTURE AGENDA ITEMS

13. COUNCIL AND COMMITTEE REPORTS

14. ADJOURNMENT

Monday, May 12, 2025 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 April 28, 2025
Prepared by: Tawni Thomson, Executive Director

BISHOP INFORMATION CENTER - DESTINATION DEVELOPMENT PROGRAMS:

Fishmas Eve Media Reception: Friday, 4/25 at Whiskey Creek. Co-sponsored by Inyo County Community Project Sponsorship Program.

Golden Mussels: Utilizing our communication platforms (web, e-news, social channels) to help educate the public about preventing the spread of invasive species that can harm trout population and cause serious damage to infrastructure.

US Travel Association IPW Conference: 6/16-6/18 in Chicago. Shared exhibit with Mono County to promote Eastern Sierra Tour (EST). Arranging appointments now with international tour operators, travel agents and travel media. Will have 40 individual meetings in 3 days. Confirmed appointments so far include Netherlands, UK, Canada, Taiwan, Mexico, Columbia, China and East Coast USA.

Information Center: Getting busier as people inquire about spring fishing options, road and trail conditions and wildflowers. We will resume 7-day per week schedule Memorial Day weekend.

CHSRA State Finals Rodeo: Met with CHSRA Board Members, Mike Francesconi and Deston last month to discuss details and logistics for the event – June 9-14, 2025. Working now to secure complimentary hotel accommodations for judges, announcers, timers & rodeo staff. Very grateful to the hotels that have donated the rooms – Best Western, Comfort Inn, Vagabond, Motel 6, Travelodge & Wayfinder. Also working on details for the welcome meal – may be lunch rather than dinner this year as requested by CHSRA. Working with Shannon Romero at Mountain Apparel on contestant t-shirt design.

Other Event Support:

- Self-Submission Tool on www.bishopvisitor.com working great - 40 events this month.
- POBOB Motorcycle Group. 5/1-5/4. Planning assistance (venue, lodging, catering referrals).
- Rambling Peaks Festival 5/10. Loaning equipment (snow fencing, stations).
- Mule Days. 5/20-5/24. Marketing, sponsorship connections.

Website:

- www.bishopvisitor.com had 59K pageviews in March 2025. (27K in March 2024)
- Book Direct generated 1,784 searches for lodging in Bishop with 696 partner referrals. \$8,620 in direct bookings generated in March. Book Direct guests stay an average of 2.4 nights, spend \$361 and they are using the system to plan 49.4 days in advance of their trip.

Visit Bishop App

- Consistent growth in users – 51% increase over 2024.
- March recorded 712 users with 6,037 pageviews.
- 61% use the app while in market.

Paid Social Partnership:

- Visit USA Parks/Nick Cote Media Visit in January. English, French & German Campaign: 94K Impressions, 25% engagement rate, 1,750 clicks.

Datafy Attribution Ad Campaign: Paid digital ads ran November 2024 through February 2025. \$15K investment targeted 12 markets, So. Cal, Bay Area, Denver, Las Vegas. Known outdoor enthusiasts, 45-64 years old, HHI \$75K+. Los Angeles highest number of visitors, Riverside longest stay. 1,920 people that saw an ad visited Bishop. 53.9% visited a hotel. 1,920 total trips = financial impact of \$272,640. This campaign generated \$18.02 per dollar spent.

Organic Social Stats for March:

- Visit Bishop Facebook has 67.8K Followers. 23 posts, 685K reach, 271 comments, 305 shares.
- Instagram: 42K Followers, 7 posts, 100K reach, gained 204 followers.

Lodging Metrics:

- March occupancy was 62.5% (4% lower than 2024).
- Note: Blake Jones Trout Derby weekend was 85%.
- March ADR was \$136 (6.6% higher than 2024).

CHAMBER OF COMMERCE/LOCAL COMMUNITY MATTERS:

New Chamber Members Since Last Report to City Council:

- Blue Heron Farm
- Pro Builders Design & Construction
- Le Blanc Rose
- Chromatopia Films
- Friends of the Amargosa Basin
- Playhouse 395 (rejoined)

Networking Opportunities

- Chamber Mixer & Open House at Blue Heron Farm 4/10 was well attended – est. 300 people.
- Next Lunch & Learn set for 5/7 at ES Business Resource Center. Jennifer Whitney will be the program speaker on downtown development strategies.

Contractors Classic Golf Tournament: 6/21, collaborative project with High Country Lumber.

Chamber Board of Directors: Several terms expire 6/30/25. Now seeking nominations for new directors. Online application at www.bishopchamberofcommerce.com.

Façade Improvement Grant Program Update

11 projects were awarded funding. 1 has been completed; several are in progress.

Completed:

- New sign at Eastside Student Center

In progress:

- Painting at Elks Lodge
- Historic Façade Restoration at Bishop Twin Theatre
- Sign removal/replacement at Tri-County Fairgrounds.

Still in planning phase:

- Bishop Coins: New sign and façade improvements
- Bob's Auto & Sons: Painting and signage
- Eastern Sierra Tri-County Fairgrounds: New sign
- McCutcheon, Luis (Owner of Wild Iris Building): Removal of rooftop billboard
- Sierra Cottons & Wools: New sign
- Sierra Shanti Studio: New sign and lighting



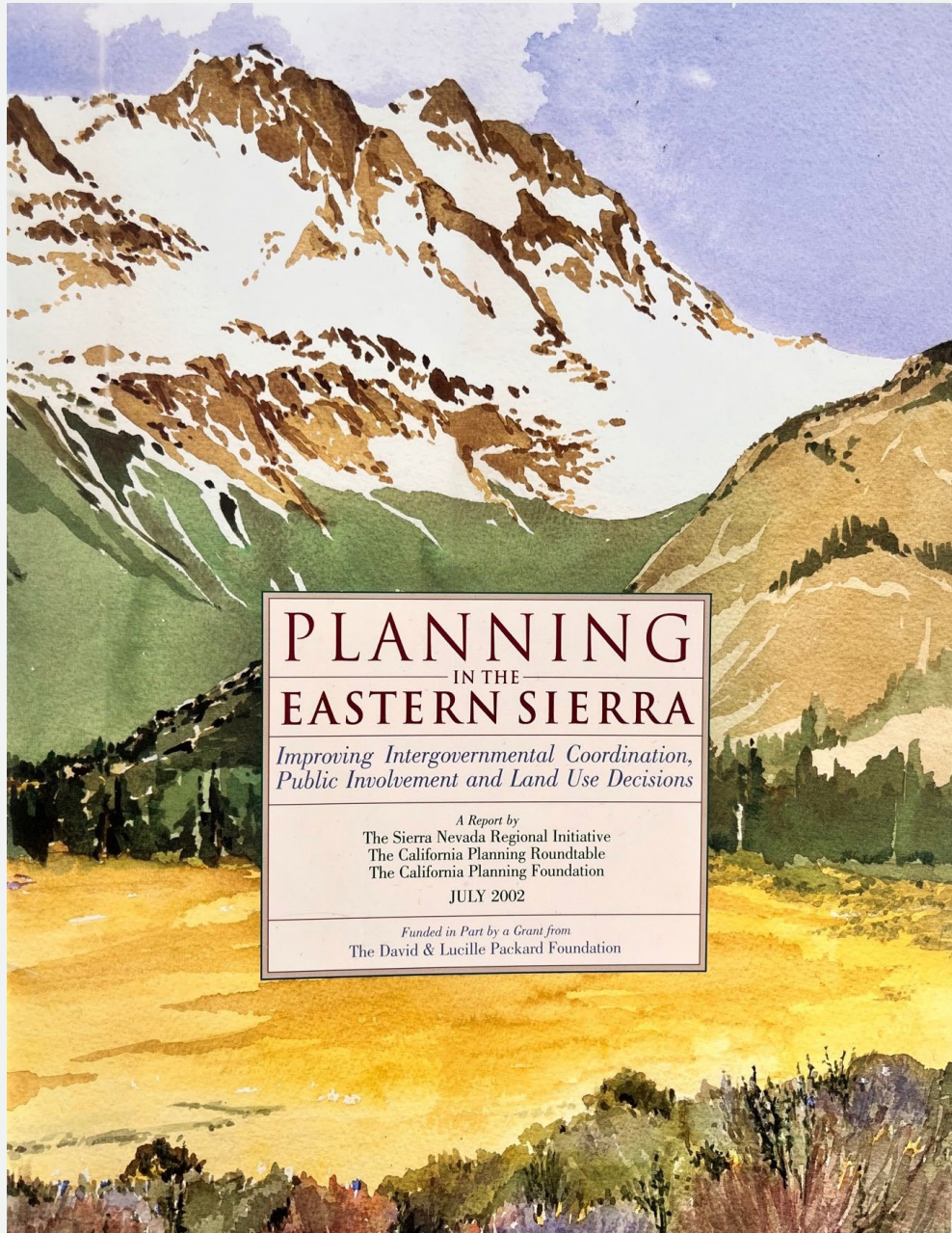
ESCOG Overview

City of Bishop City Council

April 28, 2025

Agenda

1. History of Regional Collaborative Planning in the Eastern Sierra
2. ESCOG Successes in the First Five Years
3. Strategic Board Retreat Summary
4. Looking ahead 2025-2026 Project Priorities



Artwork by Linda McNeill

PLANNING IN THE EASTERN SIERRA (2002)

"In the Eastern Sierra, there is no Council of Governments or other regional governmental infrastructure to provide the institutional support and coordination needed by the decision-makers and land planners of the different jurisdictions..."

Regional Collaboration: Convene regional forums, workshops and other means to maintain dialogue and collaboration on critical issues, such as transportation, housing, air quality, airports, infrastructure financing, economics, open space, water supply and quality, watershed protection, and public investment.

Intergovernmental Collaboration: Consideration establishing one or more governmental entities charged with addressing matters of regional concern. This might take a variety of forms, such as a single purpose agency, ***a traditional Council of Governments with a non-traditional mission***, or others."

There was general consensus that effective regional cooperation, coordination and partnerships could benefit both the Eastern Sierra region as a whole, and each of its individual communities.

Participants:

- Andrea Mead Lawrence, Founder, ALIMAR
- Connie Millar, Sierra Nevada Research Center, USFS
- Steve Addington, Bureau of Land Management, Field Office Manager
- Greg James, Inyo County Water Department
- Greg Newbry, Mono County Planning Department
- Steve Frisch, Sierra Business Council
- Scott Burns, Mono Community Development Director
- Bill Taylor, Mammoth Lakes Senior Planner
- Scott Burns, Mono County Planning Director
- Darin Dinsmore, Sierra Business Council
- Elizabeth Tenney, Eastern Sierra Advocates Network
- Rick Leslie, Lone Pine Design Review Board
- Chuck Thistlethwaite, Inyo County Planning Director
- Rick Pucci, Bishop City Administrator
- Benno Nager, MMSA/Intrawest
- Brian Peters, Alpine County Planning Director
- John Wohlmuth, Mono County Chief Administrative Officer
- Steve Julian, Mammoth Lakes Town Manager
- Marshall Rudolph, Mono County Counsel
- Chuck Thistlethwaite, Inyo County Planning Director
- Rene Mendez, Inyo County Administrator
- Brian Peters, Alpine County Planning Director
- Mike Vance, Mammoth Lakes Planning Director
- Byng Hunt, Mono County Supervisor
- Nancy Upham, Coalition for Unified Recreation in the Eastern Sierra

**JOINT POWERS AGREEMENT ESTABLISHING THE EASTERN SIERRA COUNCIL OF GOVERNMENTS
AS A SEPARATE LEGAL ENTITY FROM ITS MEMBER AGENCIES**

This agreement, made and entered into this 7th day of January 2020, by and among the County of Mono, a political subdivision of the State of California ("Mono"), the County of Inyo, a political subdivision of the State of California ("Inyo"), the Town of Mammoth Lakes, a municipal corporation ("Town") and the City of Bishop, a municipal corporation ("City") (collectively "Member Agencies" or "Members"), shall supersede and replace, in its entirety, that Amended Joint Powers Agreement Eastern Sierra Council of Government Entities (COG) entered into by and among the Parties on or about February 26, 1999.

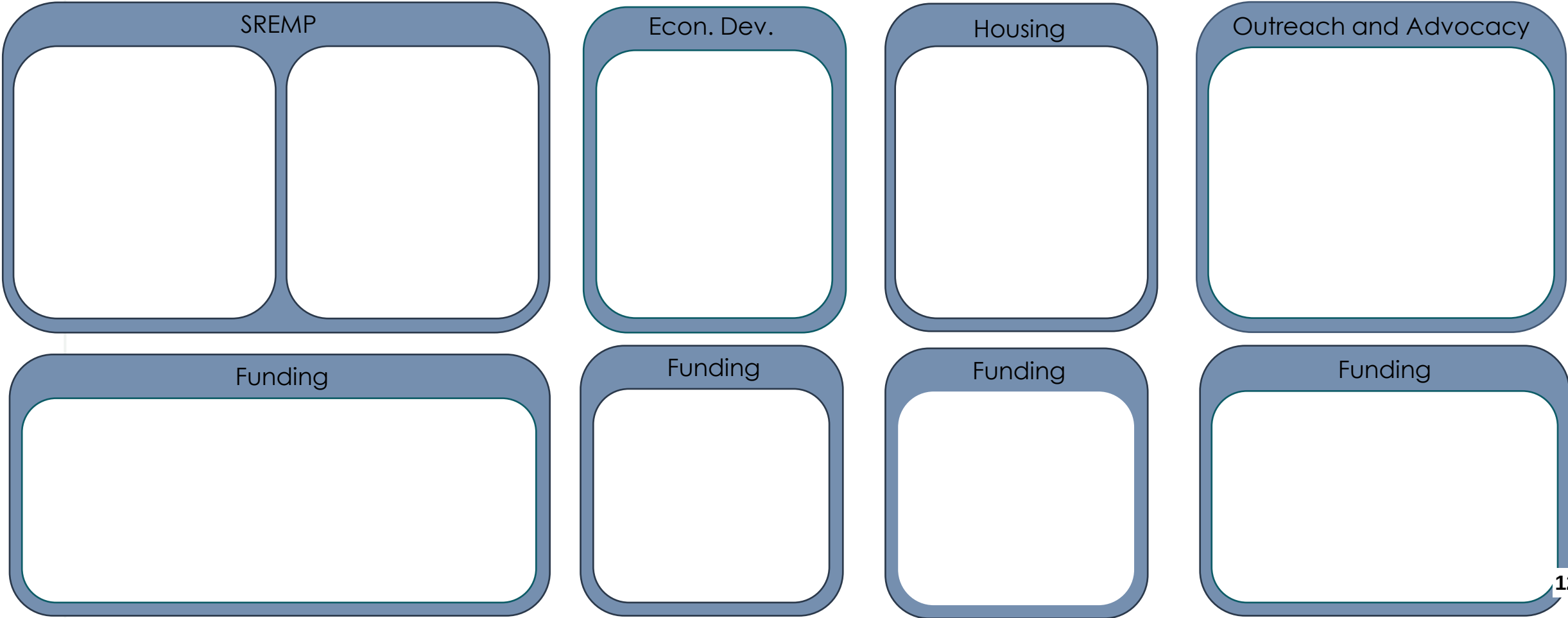
II. Purposes

- 2.01 The ESCOG shall continue to be organized to: (1) provide a forum for discussion and study of regional issues of interest to the Member Agencies; (2) identify and plan for the solution of selected regional issues requiring multi-governmental cooperation; (3) facilitate actions and agreements among the Member Agencies for specific project development; (4) conduct other region wide functions as the Members deem appropriate.
 - 2.02 In addition to the above, the ESCOG shall be organized to identify funding sources and to apply for and receive funding for the planning and implementation of programs of regional impact or significance, and to implement such programs, upon approval of the governing bodies of each Member Agency.
-
- 1.03 The Member Agencies acknowledge and agree that there are circumstances where it is necessary or desirable for the Member Agencies to function collectively on a regional basis, such as where regionalization enhances funding opportunities, provides resources and capabilities that would not otherwise be available, or improves the delivery of services to benefit the interests of the Members' constituents.
 - 1.04 The Member Agencies further agree that the creation of a regional joint powers authority that is a separate legal entity from the Members would position the ESCOG to maximize and take advantage of these opportunities.

EASTERN SIERRA COUNCIL OF GOVERNMENTS

Organization

Eastern Sierra Council of Governments Board of Directors



EASTERN SIERRA COUNCIL OF GOVERNMENTS

Organization

Eastern Sierra Council of Governments Board of Directors

Executive Director

SREMP (activated by reso.)

Sustainable Recreation

- ✓ BIRPI
- ✓ Towns to Trails
- Regional Rec. Capacity
- Climate Adaptation

Eco. Management

- ✓ CDFW / Pace and Scale Accelerator
- Climate Adaptation
- Wildfire Task Force

Econ. Dev.

- ✓ CEDS Development
- ✓ CAJF Development
- ✓ Phase 1: Planning
- ✓ Phase 2: Implementation

Housing (no reso.)

- ✓ Housing Roundtable / Partnership meetings
- ✓ Regional Housing Plan

Outreach and Advocacy

- ✓ Regional coordination with local partners
 - USFS / BLM / NPS / LADWP
- Regional advocacy w/ State/Fed agencies
- ✓ Branding / Outreach / Website

Funding

- Member agency contributions
- CDFW Prop 1 grant
- NFWF BIRPI grant
- Sierra Nevada Conservancy grant

Funding

- Member agency contributions
- Inyo Co. RCRC CEDS grant
- CAJF funding

Funding

- Member agency contributions

Funding

- Member agency contributions
- Inyo National Forest Liaison Grant

ESCOG Successes in the First Five Years

- **Eastern Sierra Pace and Scale Accelerator**

- \$3.8 million CDFW Grant Awarded to build capacity in ESCOG and in regional wildfire resiliency partners
- Supports federal partner capacity
- NEPA completed / Notice of Decision executed allowing for 58,000 acre landscape scale mitigation project surrounding TOML to proceed
- Project completed on-time and under budget, allowing for Phase II
- Supports implementation workforce development throughout region
 - Cerro Coso Wildfire and Sustainable Outdoor Recreation Curriculums
- Strengthened inter-jurisdictional collaboration to expand mitigation planning efforts
 - Calfire funding for Bishop area
 - Whitebark community grants
 - California Wildfire Defense Grant (pending award September 2025)

ESCOG Successes in the First Five Years

- **Buttermilk Infrastructure and Recreation Planning Initiative**

- \$247,000 National Fish and Wildlife grant
- Community-led collaborative planning process to establish desired conditions for key Bishop recreation destination
- Installation of critical recreation infrastructure / pit vault toilet
- Established Buttermilk area working group
- Catalyzed additional philanthropic funding for implementation

- **Towns-to-Trails Feasibility Analysis**

- \$370,000 Sierra Nevada Conservancy Grant
- Regional recreational trail feasibility analysis across three counties
- Reinforces regional connection, identity and culture

ESCOG Successes in the First Five Years

- **California Jobs First**

- Funded through California Jobs First
- Ensured Eastern Sierra representative in data gathering and policy development
- Organized regional agency and community input to inform regional data and economic strategies
- Prepared grant applications with potential awards ~\$1 million to support regional economic development initiatives
- Provided technical assistant to partner organizations

- **Comprehensive Economic Development Strategy**

- RCRC Grant funded
- Adopted first CEDS for Eastern Sierra region
- Providing ongoing administration and staff coordination on behalf of member agencies

ESCOG Successes in the First Five Years

- Facilitated collaboration to initiate regional housing needs study to catalyze regional workforce housing solutions
- Member agency contributions have remained at initial \$25,000 while ESCOG has expanded capacity and scope
 - Hired FTE administrative staff in March 2023
 - Per the FY 2023-2024 Financial Report, ESCOG has +\$75,000 fund balance

Eastern Sierra Council of Governments

STRATEGIC PLANNING RETREAT REPORT

Completed by the Institute for Local Government

February 2025



ESCOG Board Strategic Retreat

- September 2024
- The Board affirmed the following priorities and authorized programs for the COG:
- Ecosystem Management and Sustainable Recreation Program
- Inyo Mono Broadband Coalition
- Community Economic Resiliency Pilot Program

STRATEGIC PLANNING RETREAT REPORT

Completed by the Institute for Local Government

February 2025



Priority Setting from Strategic Retreat

- Develop **legislative platform** based on member agency priorities
- **Convene regional groups** to foster collaborations & improve efficient deployment of resources
 - Economic development activities
 - Climate/ecosystem management
 - Wildfire
 - Sustainable recreation and tourism
 - *Housing*
 - *Agriculture and land tenure*
 - *Arts and culture*
 - *Transportation*
- **Engage Federal and tribal partners**

Eastern Sierra Council of Governments

STRATEGIC PLANNING RETREAT REPORT

Completed by the Institute for Local Government

February 2025



COMMUNICATING VALUE

- Develop a branded communication engage the public
- **Provide quarterly updates to member agencies on ESCOG activities.**
- Identify additional opportunities to communicate value to member agencies
- **Board members:** Report member agency boards to articulate ESCOG's value during meetings.
- **Board members:** Act as ambassadors to agencies, communities, and partner organizations by sharing opportunities with staff and leveraging unique leadership opportunities to change the narrative.

STRATEGIC PLANNING RETREAT REPORT

Completed by the Institute for Local Government

February 2025



The Board cautioned about the need to balance the action items from convenings with ESCOG's **capacity** and **authority** to implement these actions. **Funding remains a challenge.**

- Explore partnerships with organizations that can provide additional financial support
- Initiate conversations with **regional managers about the extra capacity** that member agencies can offer
- **Explore opportunities to share staff between member agencies and ESCOG**
- Share more information with the board to better understand financial capacity for reimbursement
- Engage in conversations with member agencies to determine if they can provide additional support - either financially or in-kind

Eastern Sierra Council of Governments

STRATEGIC PLANNING RETREAT REPORT

Completed by the Institute for Local Government

February 2025



EXPANDING ORGANIZATIONAL CAPACITY

- **Leverage** the **staff, skill sets, and expertise** of ESCOG's **member agencies**
- Leverage **grant writing technical assistance**
- Consider **contractors** who can assist with specific aspects of **organizational management**
- Explore additional discretionary funds available through member agencies
- **Board members:** Communicate with their respective executives about the benefits of "sharing" staff when needed to expand ESCOG's capacity
- **Board members:** Direct respective agencies to engage with ESCOG and support its initiatives

Input from Regional Partners:

- Desire to increase Tribal Nation engagement in regional discussions / collaboratives
- Request to have collaborative conversations that provide better coordination on climate and recreation projects and priorities
 - Federal agencies
 - NGO partners
 - Workforce development partners
- Staff roundtables on economic development and housing have been beneficial for information sharing, skill building and mutual project support (e.g. California Jobs First Catalyst projects)

Key Recommendations from Strategic Retreat:

1. Focus on existing funding and programs of work
2. Areas to expand include:
 - Establishing an ESCOG legislative platform
 - Increase communications to member agencies and community
 - Engaging in or establishing new collaboratives to support coordination in areas of regional concern:
 - Economic development activities
 - Climate/ecosystem management
 - Wildfire
 - Sustainable recreation and tourism
 - *Housing*
 - *Transportation*
 - *Agriculture and land tenure*
 - *Arts and culture*
 - Increase engagement with federal partners
 - Increase collaborative discussions with tribal partners at a staff level

Key Recommendations from Strategic Retreat:

1. Leverage member agency staff capacity and expertise
 - Inyo County Wildfire Coordinator
 - Support regional collaboration for planning and implementation
 - Capacity for Federal partner liaison to identify project priorities for wildfire resiliency and sustainable recreation projects
 - Pending USFS Community Wildfire Defense Grant award
2. Identify contract support for administrative support
 - Inyo County Project Management Office
 - Support legislative affairs
 - Provide grant writing technical assistance
 - Assist with communications
 - Provide fiscal analyst services

2025-2026 Project Priorities:

1. Secure Eastern Sierra Economic Development District Economic Development Administration designation
 - Provides approx. \$75,000 / year reoccurring revenue to support economic development
2. California Jobs First
 - Build Capacity in Recreation, Wildfire Mitigation and Agriculture
 - Collaboration with Eastern Sierra Business Resource Center
 - Chipmunk Canyon Trails Planning
 - Plan for sustainability beyond funding horizon (09/2026)
3. Leverage increased collaborations to develop regional priorities and partners in anticipation of future funding:
 - Proposition 4 funds



(<https://sierrajobsfirst.org/>)

40 Projects Awarded Catalyst Funding by Governing Council

Sierra Jobs First Governing Council Approves \$9M in Catalyst Funding to 40 Planning-Phase Projects that Create Inclusive, Climate-Forward Jobs in the Sierra

March 24, 2025 – (TRUCKEE, Calif.) The 21-member Governing Council of Sierra Jobs First (<http://www.sierrajobsfirst.org>), a regional collaborative representing seven counties in the eastern and central Sierra in the statewide California Jobs First initiative, voted on Friday to award a total of \$9M to 40 projects meeting the pre-implementation, planning-phase criteria for Catalyst funding under the initiative, and with the most potential to align with regional strategies to grow climate-resilient, equitable jobs in Alpine, Amador, Calaveras, Inyo, Mariposa, Mono and Tuolumne Counties.

“The overwhelming response to the Catalyst RFP was truly inspiring, showcasing the innovation, determination, and dedication of our region in advancing an inclusive and climate-forward future,” said Alex Bloom, non-voting chair of the Sierra Jobs First Governing Council. “Recognizing the strength and diversity of the submitted projects, the Council reached a clear consensus to fund as many eligible initiatives as possible, ensuring broad regional impact and support for transformative solutions.”

“As regional conveners, our team is proud to have worked collaboratively with the diverse communities of the Sierra through months of engagement and hundreds of hours of thoughtful dialogue to create a funding slate that reflects our region’s unique needs and aspirations,” said Erika Harvey, director of economic empowerment, Sierra Business Council. “We look forward to continuing to nurture the connections forged through this process as we bring the Sierra Jobs First vision to life, whether through California Jobs First funding or other opportunities.”

Pending completed contracting, a list of projects (and lead applicant) receiving at least partial funding in Friday’s vote are:

Title of Project	Organization
------------------	--------------

Arnold Water & Power Biomass Plant (AWAP)	Phoenix Biomass Energy, Inc.
Building Climate Resiliency in the Central Sierra Region	Calaveras County, Resource Conservation District
Business Catalyst Program	Eastern Sierra Council of Governments (ESCOG)
Central Sierra Regional Compost Systems Planning Project	California Alliance for Community Composting (CACC)
Central Sierra USDA Meat Processing Facility Feasibility Study	UC Cooperative Extension (UCCE) Central Sierra
Chipmunk Canyon Existing Conditions Analysis	Eastern Sierra Council of Governments (ESCOG)
CHIPS Growth and Infrastructure Initiative	Calaveras Healthy Impact Product Solutions (CHIPS), Chicken Ranch Rancheria Me-Wuk Indians of California
Creative Reuse Community Arts Center of Tuolumne County	Tuolumne County Arts Alliance
Developing an Innovative Biomass and Timber Inventory and Predictive Growth and Yield Model for the Central Sierra Nevada Region to Foster Forest and Bioeconomy Development	Yosemite Clean Energy
Eastern Sierra and Western Great Basin Tree Nursery Feasibility Study	Alpine Biomass Collaborative

Eastern Sierra Regional Campground Improvements and Jobs Creation	Mammoth Lakes Trails & Public Access Foundation (MLTPA)
Eastern Sierra Regional Climate and Recreation Jobs Creation	Mammoth Lakes Trails & Public Access Foundation (MLTPA)
Eastern Sierra Regional Collaborative (ESRC) Capacity Incubator	Eastern Sierra Council of Governments (ESCOG)
Eastern Sierra Regional Trail System and Jobs Creation	Mammoth Lakes Trails & Public Access Foundation (MLTPA)
Entrepreneur Center of the Sierras (ECS)	City of Sutter Creek
Hybrid EMS Training Program	Beyond Limits Education
Investing in our Shared Future – A Vision to Strengthen Nonprofits and Grow Local Giving in the Eastern Sierra	Eastern Sierra Foundation
Jamestown Specific Plan and Model Toolkit for Town Center Revitalization	Tuolumne County Community Development Department
Keep Sierra Green	Calaveras Chamber of Commerce and CalAsian Chamber of Commerce
Long Valley Ecovillage	Eastern Sierra Investment Group, LLC
Nuumu Solid Waste Collection and Recycling Authority	Bishop Paiute Tribe
Nuumu Transit Authority Project	Bishop Paiute Tribe

Pathways to Prosperity: A Regional Multimodal Safety and Recreation Initiative	Amador Trail Stewardship
Regional Training Center Feasibility Project	Columbia College
Remaking the Eastern Sierra Food System	Eastern Sierra Farm Fresh
Sierra Founders Academy	Central Sierra Economic Development District (CSEDD)
Sierra Jobs First Industrial Arts Training Program: Strengthening Workforce and Higher Education Pathways for a Resilient Sierra Economy	Rural County Representatives of California (RCRC)
Sierra Region Community Health Worker/Promotor Program	Resilient Public Health Services
Sierra Regional Arts Organization Collaborative Network	Eastern Sierra Artists
Sierra Sourced	Tuolumne County Chamber of Commerce
Strategy to Action: Mobilizing Leaders, Data and Capacity for a Resilient Economy	University of California, Agriculture and Natural Resources (UCANR)
Sustainable Mobility Partnership Program	Motherlode Bicycle Coalition
The Blue Heron Project Feasibility and Development Project	The Blue Heron Project
The Collaborative Sustainable Recreation Assessment	Sierra Nevada Alliance

The Sierra Nevada Alliance Natural and Working Lands Careers Initiative	Sierra Nevada Alliance
TIHP Mobile Dental Clinic	Toiyabe Indian Health Project
Tri-County Recreation Economic Impact Study – Inyo, Mono & Alpine Counties	Alpine, Inyo, & Mono Counties
Tuolumne County Programmatic CEQA Development for Wildfire Fuel Management	Tuolumne County, Administration Office
Water and Wastewater Apprenticeship Program	Mother Lode Job Training (MLJT)
Wildcat Ranch Regional Training Site	Sonora Union High School District (SUHSD) and Mother Lode Job Training (MLJT)

The projects awarded Catalyst funding were selected from a total of 47 projects that responded to the Catalyst RFP (http://sierrajobsfirst.org/wp-content/uploads/2024/12/RFP-for-Catalyst-12_4-Update.docx-1.pdf), which was open for submissions from October 15 – December 15, 2024. The scoring process incorporated state guidelines regarding allowable Catalyst expenses, along with metrics ensuring alignment with the Sierra Jobs First regional Strategic Plan (<https://jobsfirst.ca.gov/wp-content/uploads/CJF-Investment-Playbook.pdf>), which was developed through a 16-month process of engagement with hundreds of local government and tribal representatives, industry experts, community benefit organizations and involved community members under the guidance of the Sierra Jobs First fiscal agent and regional convener, Sierra Business Council (<https://www.sierrabusiness.org/>).

To receive updates or to get involved in Sierra Jobs First, sign up for the newsletter at sierrajobsfirst.org/get-involved (<https://sierrajobsfirst.org/get-involved/>).

About Sierra Jobs First: Sierra Jobs First is a regional initiative working towards high-quality job growth, climate resilience, and economic prosperity in Alpine, Amador, Calaveras, Inyo, Mariposa, Mono and Tuolumne counties. This region is one of 13 collaboratives across the state that was

formed through California Jobs First (formerly the Community Economic Resilience Fund), a \$600 million fund that will create high-quality, broadly accessible jobs for all Californians. This project is facilitated by staff at Sierra Business Council, a 501c3 nonprofit that serves the region.



(<https://sierrajobsfirst.org>)

Building a Community-Led, Climate-Forward Economy in Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, and Tuolumne Counties

All rights reserved

Quick Links

[Get Involved](#)

[News & Updates](#)

[Upcoming Meetings](#)

[Past Meetings](#)

Sign Up For Our Newsletter

Sign Up
(<https://mailchi.mp/sierrabusiness.org/cerf-sign-ups>)

Contact:

jobsfirst@sierrabusiness.org



Agenda Item: 9.A
Date of Meeting: April 28, 2025
Department: Administration

STAFF REPORT

To: City Council
From: Deston Dishion
Subject: **Public Hearing and First Reading and Introduction of an Ordinance to Amend Section 2.24.020 of the Bishop Code of Ordinances, Relating to the Planning Commission; and Adoption of a Resolution Making Corresponding Changes to Council Standards and Procedures.**
Prepared On: April 8, 2025
Attachments: Ordinance - Relating to the Planning Commission
Resolution - Relating to the Planning Commission

Background/History:

The Bishop City Planning Commission currently consists of seven members appointed after nomination and approval by a majority vote of the City Council. Members are not required to live in the city. California law allows a city planning commission to consist of five members living inside the city. This ordinance would reduce the Commission to five and require that members live in the city. The resolution would make corresponding changes to the Council Standards and Procedures Manual, which would become effective on the effective date of the amendment.

Analysis/Discussion:

The aim of this amendment is to seat a Planning Commission drawn from residents of the City of Bishop.

The ordinance would achieve this aim by amending Section 2.24.020 of the Bishop Code of Ordinances. The amendment would reduce the number of commissioners from seven to five.

The amendment would also add language requiring planning commissioners to reside inside the city limits of Bishop. As currently enacted, Section 2.24.020 specifies "[i]n making appointments to the commission, the city council shall endeavor to appoint the best members to the commission whether or not such persons are residents and citizens of the city.

The resolution would make corresponding changes to the Council Standards and Procedures Manual.

Economic Impacts:

This amendment and resolution would not result in economic impacts to the city.

Budget Impacts:

This amendment and resolution will not result in any substantial budget impacts.

Legal Review:

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

Recommended Action:

1. Council to hold a public hearing and consider approving the first reading and introduction of the proposed ordinance by title only; and
2. Council consideration to approve a resolution, to become effective on the effective date of the ordinance.

Approved By: Deston Dishion 4/8/25

Approved By: Robin Picken 4/23/2025

Approved By:

Approved By:

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP,
STATE OF CALIFORNIA, AMENDING CHAPTER 2.24 OF THE CITY OF BISHOP
CODE OF ORDINANCES, RELATING TO THE PLANNING COMMISSION**

WHEREAS, the City of Bishop has established a Planning Commission pursuant to California Government Code sections 65100 et seq.; and

WHEREAS, the Planning Commission currently consists of seven members appointed by the City Council by majority vote and who serve for a term of four years; and

WHEREAS, the City Council may determine the rules, procedures, and standards of the Planning Commission under California Government Code section 65102; and

WHEREAS, the City Council desires a planning commission composed of five members who reside in the city limits of Bishop.

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

SECTION 1. Section 2.24.020 of the City of Bishop Code of Ordinances is hereby amended to read as follows:

§2.24.020. Membership.

The commission shall consist of five (5) members who reside in the city limits of Bishop. Members shall be appointed by the city council on the basis of nominations submitted pursuant to the policy manual of the city.

SECTION 2. **ENVIRONMENTAL DETERMINATION.** The project has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City's environmental procedures, and has been found to be not a project under Section 15378 (b)(5) of the CEQA Guidelines.

SECTION 3. **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 4. **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 5. 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 6. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published in the manner and form provided by law in The Inyo Register, a newspaper of general circulation printed and published in the City of Bishop, State of California, which said newspaper is hereby designated for that purpose.

PASSED, APPROVED AND ADOPTED this ____th day of _____, 2025.

Karen Kong, Mayor

ATTEST: _____
Robin Picken, City Clerk

RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, AMENDING THE CITY OF BISHOP CITY COUNCIL STANDARDS AND PROCEDURES MANUAL, PERTAINING TO THE CITY PLANNING COMMISSION

WHEREAS, the City Council has adopted the City of Bishop Council Standards and Procedures Manual, current version dated April 8, 2024; and

WHEREAS, the Planning Commission currently consists of seven members who may reside inside or outside the city limits of Bishop; and

WHEREAS, the City Council may determine the rules, procedures, and standards of the Planning Commission under California Government Code section 65102; and

WHEREAS, the City Council desires to seat a planning commission composed of five members residing in the city limits of Bishop; and

WHEREAS, the City Council desires at the same time to make corresponding updates to its Council Standards and Procedures Manual.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Subparagraph (a) of Chapter 5.7 of the City Council Standards and Procedures Manual is hereby amended to read as follows:

(a) The Commission shall consist of five (5) members who reside in the city limits of Bishop and are appointed by the City Council on the basis of nominations submitted pursuant to the policy manual of the City.

SECTION 2. This resolution shall become effective on the effective date of Ordinance No. _____, amending Section 2.24.020 of the Bishop Code of Ordinances.

PASSED, APPROVED AND ADOPTED this ____th day of April, 2025.

Karen Kong, Mayor

ATTEST: _____
Robin Picken, City Clerk

CITY OF BISHOP
CITY COUNCIL MINUTES
SPECIAL MEETING
MARCH 6, 2025

1. CALL TO ORDER

Mayor Pro Tem Muchovej called the special joint meeting of the Bishop City Council and the Bishop Paiute Tribal Council to order at 12:20 p.m. in the Owens Valley Paiute Shoshone Cultural Center, 2300 West Line Street, Bishop, California.

2. ROLL CALL

PRESENT:

City Council Member Jose Garcia
City Council Member Karen Schwartz
City Mayor Pro Tem Stephen Muchovej

Tribal Council Member Jeff Romero
Tribal Secretary/Treasurer Meryl Picard
Tribal Chairman Steven Orihuela

ABSENT:

Councilmember Freundt
Mayor Kong
Tribal Vice-Chairwoman Emma Williams

OTHERS PRESENT:

Deston Dishion, City Administrator
Robin Picken, City Clerk
Bret Russell, City Fire Chief
Nate Derr, City Police Chief
Nora Gamino, City Public Works Director
Anastasiia Budnyk, City Assistant Planner
Joseph Byrd, Tribal Chief Executive Officer
Sandra Warlie, Tribal Public Works Director
Charlene Keller, Administrative Assistant to the Tribal Council

3. A MEET AND GREET LUNCHEON HOSTED BY THE BISHOP CITY COUNCIL

After introductions were made by all in attendance, Bishop Paiute Tribal Chief Executive Officer Byrd started the meeting's discussions by asking City Fire Chief Russell for an update on their Fire Truck acquisition. City Fire Chief Russell and City Administrator Dishion updated the Tribal Council on the status of the fire truck order.

After a lengthy discussion on past, current, and future projects in their respective jurisdictions, no action was taken.

Mayor Pro Tem Muchovej thanked everyone for attending this meeting.

4. ADJOURNMENT

The Mayor Pro Tem adjourned the meeting at 1:46 p.m. to the City Council Meeting scheduled for Monday, March 10, 2025 at 6:00 p.m. in the City Council Chambers.

Stephen Muchovej, Mayor Pro Tem

Attest: _____
Robin Picken, City Clerk

CITY OF BISHOP
CITY COUNCIL MINUTES
MARCH 10, 2025

1) CALL TO ORDER

Mayor Kong called the meeting of the Bishop City Council to order at 6:01 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

2) MOMENT OF SILENCE

Mayor Kong announced a moment of silence.

3) PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Freundt.

4) ROLL CALL

PRESENT:

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

ABSENT:

None.

OTHERS PRESENT: Deston Dishion, City Administrator; Robin Picken, City Clerk; Russell Hildebrand, Deputy City Attorney; Bret Russell, Fire Chief; Josh Ellsworth, Police Lieutenant; Nora Gamino, Public Works Director; and Dan McElroy, Community Services Manager

5) PUBLIC COMMENT

Public Comments were made by:

Tim Homan, Pastor for the Grace Lutheran Church in Bishop, recited a prayer.

Doug Wiele and Nettie Oliverio, of Foothill Partners, Inc. located in El Dorado Hills, California and in Reno, Nevada, introduced themselves and invited everyone to join their public meeting on March 11, 2025 starting at 9:30 AM at C5 Studios. This public meeting is being held to reach out to the Bishop community on their proposed project located at 910 North Main Street. After trying for 25 years to purchase this property, they are finally in escrow. They plan to tear down the old KMART building, and put up two to three merchants and worker housing, along with local food, beverage, and parking. In closing, they stated that they look forward to sharing their plans with the public at their March 11th meeting.

Jess Blackwell, of High Sierra Energy Foundation, provided Council with an update on their organization and the current energy efficiency project they are working on with the Community Services Department in relation to the new City pool pump purchase. Jess Blackwell also highlighted energy efficiency projects that they have had the opportunity to work with the City of Bishop on in the past.

No further public comments were made.

6) PROCLAMATIONS

6.A) Proclamation - Declaring March 2025 as Multiple Sclerosis Awareness Month in the City of Bishop - Requested by National Multiple Sclerosis Society Ambassador Melinda Livermont.

Proclamation - Multiple Sclerosis Awareness Month - March 2025

Council read the proclamation. National Multiple Sclerosis Society Ambassador Melinda "Mel" Livermont thanked the Council and accepted the proclamation.

7) PRESENTATIONS

7.A) PRESENTATION - 2025 Bishop Fire Department Volunteer Firefighter Awards - Presented by Fire Chief Bret Russell.

Fire Chief Bret Russell introduced this item, shared a video highlighting the Bishop Fire Department's activities in 2024, and presented the following awards:

Tabatha Ordonez – Rookie of the Year

Josh Ellsworth – Rookie of the Year

Hector Martinez – Firefighter of the Year

Hector Martinez – Recognition of Officer Excellence

Jim Reynolds - Recognition of Officer Excellence

Jason Forehand - Recognition of Officer Excellence

Adam Marcelling - Recognition of Officer Excellence

Mandi Grisham – Fire Chief's Award

Adam Marcelling – Promoted to Battalion Chief (from Captain)

Mandi Grisham – Promoted to Engineer (from Firefighter)

Caleb Kile – Promoted to Firefighter (from Probationary Firefighter)

7.B) PRESENTATION - 2024 State of the Arts Report - Presented by Inyo Council for the Arts Executive Director Sharon Freilich.

Inyo Council for the Arts - State of the Arts 2024 Report

Inyo Council for the Arts Executive Director Sharon Freilich provided a presentation to Council on the Inyo Council for the Arts activities for 2024.

8) DEPARTMENT REPORTS

March 10, 2025

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

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

Fire Department Report - February 2025

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

Police Department Report - February 2025

Police Lieutenant Ellsworth provided an update to Council since Police Chief Derr was attending a conference and unable to attend this meeting.

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

Public Works Department Report - February 2025

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

Community Services Department Report - February 2025

8.E) Planning Department Report - Assistant Planner Anastasiia Budnyk

Planning Department Report - February 2025

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

City Administrator Report - February 2025

9) COUNTY OF INYO UPDATE

Mayor Kong reported that Second District Supervisor Griffiths is ill and unable to attend this meeting. However, Supervisor Griffiths wanted to share with everyone that he went to Washington D.C. to advocate for federal projects and for wildfire projects.

10) CONSENT CALENDAR

10.A) City Council Meeting Minutes

Minutes 2025 02 10

Minutes 2025 02 24

10.B) Budget Adjustment Proposal

Cover Page

10.C) Police Department Flock Safety Contract

Cover Page

ALPR policy

Flock contract

Master Service Agreement

10.D) A Resolution to Extend the Term of the Existing Program of Work Known as the Community Economic Resiliency Fund Pilot

Cover Page

Econ Dev Resolution_phase 2 _member agencies_FINAL (002).pdf

10.E) Principal Planner Job Description and Full-Time Salary Schedule

Cover Page

Principal Planner Job Description

2024-2025 Full Time Salary Schedule

10.F) General Plan Annual Progress Report

Cover Page

City of Bishop General Plan Annual Progress Report 2024

City of Bishop Housing Element Tables 2024

10.G) Building Permits Issued Report

Building Permits Issued Report - February 2025

No public comments were made.

Motion/Councilmember Schwartz Seconded/Councilmember Garcia
Councilmember Schwartz made a motion to approve the Consent Calendar as presented.
Motion passed 5-0

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

Noes: None

Abstain: None

Absent: None

11) NEW BUSINESS

11.A) Award Construction Bid for the Bishop Park Pool Resurfacing Project

Cover Page

Bishop Park Pool Resurfacing Project

Pool Resurfacing Addendum1

Addendum 1 Bid Items Sheet

Community Services Manager McElroy and City Administrator Dishion reviewed this item with Council.

No public comments were made.

After a brief discussion on clarifying the proposed motion to authorize the expenditure in a not-to-exceed amount of \$298,921.00 including a 10% contingency of \$29,892.10. A motion was made by Councilmember Freundt.

Motion/Councilmember Freundt Seconded/Councilmember Schwartz
Councilmember Freundt made a motion to approve and award the Bishop Park Pool Resurfacing Project to Dave Gross Enterprises Inc. dba Adams Pool Specialties in the amount of \$298,921.00; Authorize the construction contract with Dave Gross Enterprises Inc. dba Adams Pool Specialties; and Authorize the expenditure in a not-to-exceed amount of \$298,921.00 including a 10% contingency of \$29,892.10.
Motion passed 5-0

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

Noes: None

Abstain: None

Absent: None

12) FUTURE AGENDA ITEMS

Mayor Pro Tem Muchovej and Councilmember Garcia, with consensus from Council, asked to bring back a discussion at a future meeting on options from staff and legal counsel on what the City may or may not have available to avoid issues relating to high vacancies of second homeowner properties such as deed restrictions. No further requests were made for future agendas items.

13) COUNCIL AND COMMITTEE REPORTS

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

14) ADJOURNMENT

The Mayor adjourned the meeting at 7:27 p.m. to the City Council Meeting scheduled for Monday, April 14, 2025 at 6:00 p.m. in the City Council Chambers.

Karen Kong, Mayor

Attest: _____

Robin Picken, City Clerk



CITY OF BISHOP

PUBLIC WORKS

IT Specialist

Part-time

DEFINITION

The IT Specialist provides part-time technical support to the Public Works Department by assisting with implementation and maintenance of digital tools, databases, and software platforms. The position focuses on modernizing internal processes, including GIS data management, digitizing records, streamlining permitting and asset management systems, and deploying field data collection tools. The ideal candidate is highly self-directed, tech-savvy, and committed to improving digital workflows for staff both in the office and in the field.

SUPERVISION RECEIVED AND EXERCISED

- Receives general supervision from the Public Works Director or designated lead staff.
- This position exercises no supervision over other employees.

EXAMPLE OF DUTIES

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

GIS and Field Tools Support

- Maintain and update GIS databases related to water, sewer, streets, and City infrastructure.
- Create maps and configure mobile field data collection tools (e.g., Survey123, ArcGIS Field Maps).
- Assist with asset inventory and location mapping.
- Digitization and Records Management
- Convert existing paper records, forms, and plans into digital formats using Laserfiche or other systems.
- Organize and tag digital records to comply with records retention and retrieval policies.

Software Transition and User Support

- Assist in configuring, testing, and rolling out new permitting, workflow, or asset management platforms (e.g., OpenGov).
- Provide troubleshooting support for software tools used by Public Works.

- Train staff on the use of new digital systems and tools through hands-on instruction and written guides.

General Technology Assistance

- Support field and administrative staff with technology use, connectivity, and best practices.
- Document digital workflows and assist with developing standard procedures.
- Coordinate with other City staff or contractors on IT-related tasks as needed.

QUALIFICATIONS

The IT Specialist possesses the following qualifications or their equivalent:

Knowledge:

- Geographic Information Systems (GIS) platforms and spatial data concepts.
- Electronic records management principles and software.
- Public infrastructure data (e.g., utilities, assets, right-of-way).
- Field data collection tools and mobile applications.
- Office software including Microsoft 365, Teams, Excel, and PDF editors.
- Basic networking and troubleshooting concepts.

Abilities:

- Communicate effectively in both written and verbal formats.
- Train and support end-users with varying levels of technical comfort.
- Organize and manage digital records with attention to structure and accuracy.
- Adapt to changing priorities and take initiative in identifying process improvements.
- Work independently and collaboratively with field and office staff.

Skills:

- Configuring and using GIS tools (e.g., ArcGIS Online, Survey123, Field Maps).
- Digitizing, tagging, and organizing records in Laserfiche or similar platforms.
- Supporting software rollouts and helping users transition to new systems.
- Writing clear instructional materials and documentation.
- Diagnosing and resolving basic technical issues.

EXPERIENCE AND TRAINING GUIDELINES

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

Experience:

One (1) year of experience providing GIS, IT support, or digital records management in a professional, academic, or public agency environment.

Training/Education:

Minimum: Bachelor's degree in information technology, computer science, geographic information systems, engineering, or a closely related field.

TOOLS AND EQUIPMENT USED

- GIS software, digital field tools, and electronic records systems.
- Office and mobile computing devices (e.g., tablets, scanners, laptops).
- Communication tools including email, chat, and remote support applications.

PHYSICAL, MENTAL AND EMOTIONAL REQUIREMENTS

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

The employee must be physically able to sit for extended periods of time at a desk writing, talking on the phone, checking emails, or inputting data on a computer in a climate-controlled office under artificial lighting, and attending both on and off-site meetings.

The employee must have the ability to develop and maintain cooperative working relationships; remain composed and respond appropriately to difficult situations; recognize emotionally charged issues or problems, cope effectively with various responses and apply sound judgment in problem solving.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works in a typical office setting with constant temperatures. The employee occasionally works in outside weather conditions. The noise level in the work environment is usually quiet to moderate.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference checks; job related tests as well as a polygraph examination may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approved by Council:



CITY OF BISHOP

COMMUNITY SERVICES

Pool Cashier

Part-Time

DEFINITION

Responsible for handling all transactions at the front entrance and/or concession stand and interacting with the public at Bishop City pool. Quality customer service is a significant portion of this position requiring a positive and friendly attitude towards all patrons.

SUPERVISION RECEIVED AND EXERCISED

- Receives direct supervision from Pool Manager, Assistant Aquatics Coordinator & Aquatics Coordinator.

EXAMPLE OF DUTIES

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

- Calculates admission fees, receive payments by cash, check, or gift certificates.
- Responsible for keeping track of concession inventory, attendance records and cash reports.
- Issue receipts, credits, or change due to customers as needed or requested.
- Count monies in cash drawer at the beginning of each shift to ensure correct amounts and to ensure that there is adequate change for the day.
- Count monies in cash drawer at the end of each shift to ensure that amounts are accurate, and all monies are accounted for.
- Takes patron orders, assembles order, and cashes out the transaction using the register.
- Notify Pool Manager and/Aquatics Coordinator when money/supplies/inventory are low and needing to be replenished.
- Record all sales on the cash register and inventory product on an ongoing and daily basis.
- Monitor facility entrance/concession counter and keep clear of loiterers and; keep staff bathhouse area clear of all patrons.
- Confirm patron residency.
- Answer telephone; Resolve customer concerns and/or complaints.
- Complete all daily opening and closing procedures assigned by pool supervisors.
- Maintain order and cleanliness of the entrance and counter areas.
- Maintain accurate daily count of distribution and inventory of all product(s) sold.
- Enforce all facility specific policies, rules, and regulations.
- Maintain proper money handling policies and procedures.
- Attendance at the aquatic facility is an essential function of this position.
- Performs related work as required and requested.

- Greet customers; provide quality and effective customer service with courtesy and understanding to our customers, citizens and internal departments.
- Respond in all emergency situations to assist the safety team including corresponding with emergency dispatch, meeting EMS at front of building and/or designated facility EMS entrance to escort them inside the facility and to the emergency.

CLEANING DUTIES

- You will be assigned tasks from the Aquatics Coordinator to complete which may include, but are not limited to; sweeping and mopping, bathroom cleaning, wiping down and sanitation of food equipment and counter spaces, emptying garbage, etc.

TOOLS AND EQUIPMENT USED

- Cash Register
- Computer
- Calculator
- Cleaning supplies – brooms, dust pans, etc.
- General Office supplies

QUALIFICATIONS

The Pool Cashier possesses the following qualifications or their equivalent:

Knowledge, Skills & Abilities:

- Cash handling procedures.
- Customer service to persons of all ages, regardless of social or economic backgrounds.
- Exercise tact and judgment in maintaining good customer service relations.
- Establish and maintain effective working relationships with associates and the community.

PHYSICAL, MENTAL AND EMOTIONAL REQUIREMENTS

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

While performing the duties of this job, the employee is constantly required to sit and talk or hear. The employee is required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. Specific vision abilities required by this job include close vision, color vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works near moving mechanical parts and pool mechanical systems. The employee is occasionally exposed to wet and dry conditions, fumes, toxic or caustic chemicals. The noise level in the work environment varies. Weather conditions in the work environment varies. The employee may be exposed to stressful situations as a result of human behavior.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference checks; job related tests as well as a polygraph examination may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approved by Council:



CITY OF BISHOP

Administrative Support Assistant

DEFINITION

The Administrative Support Assistant provides comprehensive administrative and clerical support to multiple departments including Community Services, Public Works, Fire, Finance, Planning, Building, and Administration. The position ensures the effective operation of office functions, supports departmental projects and events, and serves as front-line contact to the public. This role requires a high level of organization, attention to detail, flexibility, and confidentiality. The ideal candidate is proactive, customer-focused, and capable of handling a diverse workload in a fast-paced, multi-departmental environment.

SUPERVISION RECEIVED AND EXERCISED

- Receives general supervision from department heads, managers, or designated lead staff.
- May provide guidance to part-time or temporary clerical support personnel.

EXAMPLE OF DUTIES

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

Public Interaction and Customer Service:

- Serve as the front-line point of contact, providing information and assistance to the public via phone, email, and in-person.
- Respond to inquiries related to City policies, permits, utilities, programs and events.
- Assist the public with completing forms, applications, and permit processes, including troubleshooting issues.
- Document complaints, inspection requests, and other public interactions.
- Direct individuals to appropriate staff or departments.

Administrative Support:

- Perform clerical and administrative tasks such as preparing correspondence, filing, data entry, and ordering supplies.
- Prepare departmental reports, staff communications, and internal updates.
- Translate public-facing materials (Spanish translation, if applicable).
- Maintain and update department webpages and social media posts.
- Assist with coordinating facility use, training registrations, and travel arrangements.
- Provide assistance with special projects, grants, contracts, and records retention.

Records Management and Data Maintenance:

- Maintain city records, digital files, and databases, adhering to record retention policies.
- Update and validate information on the city website, ensuring accuracy and functionality.

- Maintain various databases and spreadsheets, including public records requests, public comments, and property data.
- Support archiving, scanning, and document destruction processes.
- Enter and maintain data in various systems (permit software, recreation management tools, etc.).
- Assist with required reporting to local, state, and federal agencies.
- Maintain and create mailing and distribution lists.

Financial Support:

- Manage invoicing and payments for departmental services, water/sewer billing, and lease agreements.
- Process purchase orders, travel authorizations, and reimbursements.
- Perform cash handling, including collecting and posting payments for City services.
- Facilitate business license applications and issue renewals.
- Maintain business license database and issue printed licenses.
- Prepare credit card reconciliations and assist with monthly journal entries.
- Assist with budget tracking and audit preparation.
- Manage account records.
- Manage programs such as senior discounts and water stem use.
- Assist with billing-related questions.
- Issue annual 1099 forms and assist with department expense reports.

Community Service Support:

- Process applications and permits for City and co-sponsored events.
- Coordinate logistics for events, including encroachment permits and collaboration with Public Works and Environmental Health and other outside agencies.
- Support scheduling and promotion of recreation programs and facility reservations.
- Provide administrative support for event planning and communication.
- Support and manage Sunrise Mobile Home park, including processing applications, monthly rents, resident communications, park maintenance.

Meeting Support:

- Clerk public meetings, including Parks & Recreation Commission, Planning Commission, Bishop Area Wastewater Authority and Fire District Board. Serves as a backup clerk for City Council meetings.
- Prepare and distribute meeting agendas, packets, and notices.
- Support department participation in public meetings, commissions, and regional committees.

Planning, Building, and Public Works Support:

- Assist with planning and zoning inquiries, including form completion and permit tracking.

- Calculate and process building permit fees.
- Schedule inspections for the City and County inspectors.
- Assist with tracking and processing lease agreements and other development-related contracts.
- Assist in creating addresses and related notifications.
- Provide administrative support for the Bishop Area Wastewater Authority.
- Send delinquency notices, door hangers, and coordinate shutoff processes for water and sewer accounts.

QUALIFICATIONS

The Administrative Support Assistant possesses the following qualifications or their equivalent:

Knowledge:

- Office administration principles and practices.
- Departmental functions and public programs.
- Records management and digital filing systems.
- Software including Microsoft Office, financial systems, and specialized City applications.
- City government operations, including functions, processes, regulations, permitting, zoning, public meetings, and financial procedures.
- Relevant local ordinances, state laws, and federal regulations (e.g., permitting, water quality, public records).
- Customer service principles and effective public interaction techniques.
- Record-keeping and information management best practices (physical and digital).
- Basic financial procedures (budgeting, invoicing, payment processing, record-keeping).
- Water and sewer billing procedures, regulations, and customer service.
- Meeting procedures and parliamentary process for clerking public meetings.

Abilities:

- Communicate effectively in written and verbal formats.
- Interpret and apply policies and regulations.
- Prioritize and manage multiple tasks across departments.
- Provide excellent customer service in challenging situations.
- Maintain confidentiality and professionalism.
- Work independently and as part of a team in a multi-departmental environment.
- Interacting effectively and professionally with diverse individuals.
- Analyzing problems, identifying solutions, and implementing effective actions.
- Managing stress and handling multiple demands.

Skills:

- Excellent written and verbal communication skills for interacting with the public, staff, and stakeholders (including clear and concise writing for various documents).
- Providing friendly, helpful, and efficient service, including patience, empathy, and problem-solving.
- Managing multiple tasks, prioritizing effectively, and meeting deadlines.
- Accurate information processing, record maintenance, and regulatory compliance.
- Identifying and resolving issues, finding solutions, and making sound judgments.
- Advanced skills in Microsoft Office Suite, database management, and other relevant software.
- Accurate data entry and database/spreadsheet maintenance.
- Handling basic financial tasks (invoicing, payments, record-keeping).
- Clerking public meetings, preparing agendas/minutes, and ensuring compliance.
- Handling changing priorities, learning new tasks/software quickly, and managing unexpected situations.

EXPERIENCE AND TRAINING GUIDELINES

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

Experience:

- Three (3) years of increasingly responsible administrative, clerical, or financial experience, preferably in a public sector environment.

Training/Education:

- Minimum: High school diploma or equivalent.
- College coursework in business administration, public administration, accounting, or related fields is desirable.

License And Certificates:

- Possession of, or the ability to obtain an appropriate California driver's license.

TOOLS AND EQUIPMENT USED

- Computers and computer tools, such as those with Microsoft Office Suite, GIS software, and databases, are needed to manage and analyze data related to public works activities.
- Communication tools, such as phones and digital platforms, including email, used for interacting with staff, agencies, and the public.
- Office equipment, such as printers, scanners, postage and envelope machines, and meeting room equipment.

PHYSICAL, MENTAL AND EMOTIONAL REQUIREMENTS

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

The employee must be physically able to sit for extended periods of time at a desk writing, talking on the phone, checking emails, or inputting data on a computer in a climate-controlled office under artificial lighting, and attending both on and off-site meetings.

The employee must have the ability to develop and maintain cooperative working relationships; remain composed and respond appropriately to difficult situations; recognize emotionally charged issues or problems, cope effectively with various responses and apply sound judgment in problem solving.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works in a typical office setting with constant temperatures. The employee occasionally works in outside weather conditions. The noise level in the work environment is usually quiet to moderate.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference checks; job related tests as well as a polygraph examination may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approved by Council:

CITY OF BISHOP
MONTHLY SALARY SCHEDULE
July 1, 2024 - June 30, 2025

ADMINISTRATION

Position	Step 1	Step 2	Step 3	Step 4	Fixed
City Administrator					\$15,361
Assistant to the City Administrator (Not Filled)	\$7,811	\$8,592	\$9,364		
City Clerk					\$8,649
Personnel/Payroll & Benefits Specialist					\$8,161
Executive Secretary/Assistant City Clerk (Not Filled)	\$5,578	\$6,138	\$6,751	\$7,426	
Administrative Support Assistant	\$4,861	\$5,349	\$5,882	\$6,472	

FINANCE DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Finance Director	\$8,649	\$9,514	\$10,464		
Accounting Secretary/Budget Manager (Not Filled)	\$5,579	\$6,138	\$6,751	\$7,426	
Administrative / Accounting Assistant	\$4,419	\$4,863	\$5,347	\$5,884	

COMMUNITY SERVICES DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Community Services Director (Not Filled)					\$11,622
Community Services Manager					\$7,845
Community Services Administrative Assistant	\$4,419	\$4,863	\$5,347	\$5,884	
Parks Supervisor	\$4,573	\$5,032	\$5,534	\$6,514	
Recreation Supervisor (Not Filled)	\$4,573	\$5,032	\$5,534	\$6,514	
Parks Facilities Lead Worker	\$4,155	\$4,571	\$5,027	\$5,531	

FIRE DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Fire Chief					\$11,622
Deputy Fire Chief (Not Filled)					\$10,105
Assistant Fire Chief	\$3,557	\$3,912	\$4,304	\$4,734	
Fire Captain	\$5,211	\$5,734	\$6,307	\$6,940	
Administrative Assistant	\$4,419	\$4,863	\$5,347	\$5,884	

POLICE DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Chief					\$13,520
Lieutenant					\$10,105
Sergeant	\$7,583	\$8,341	\$9,175		
Corporal	\$6,759	\$7,435	\$8,178		
Police Officer	\$6,202	\$6,891	\$7,659		
Police Officer in Training	\$4,685	\$5,152	\$5,669		
Community Services Officer	\$4,419	\$4,863	\$5,347		
Police Records Clerk	\$4,419	\$4,863	\$5,347	\$5,884	
Police Services Technician	\$4,471	\$4,918	\$5,410	\$5,951	
Senior Communications Operator	\$5,152	\$5,668	\$6,235	\$6,858	
Communications Operator	\$4,258	\$4,685	\$5,152	\$5,669	

CITY OF BISHOP
MONTHLY SALARY SCHEDULE
July 1, 2024 - June 30, 2025

PUBLIC WORKS DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Public Works Director					\$12,662
Public Works Superintendent					\$9,926
Public Services Officer (Not Filled)	\$5,896	\$6,485	\$7,132	\$7,846	
Public Works Supervisor	\$5,896	\$6,485	\$7,132	\$7,846	
Lead Maintenance Worker (Not Filled)	\$5,211	\$5,734	\$6,307	\$6,940	
Maintenance Worker	\$4,573	\$5,032	\$5,534	\$6,087	
Administrative Support Specialist	\$4,419	\$4,863	\$5,347	\$5,884	
Public Works Secretary	\$4,419	\$4,863	\$5,347	\$5,884	

PLANNING DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Senior Planner (Not Filled)					\$7,687
Assistant Planner	\$5,211	\$5,734	\$6,307	\$6,940	

Cost of Living Adjustments for Miscellaneous, Mid-Management, Management, and Bishop Police Officers Association contracts for Fiscal Years as follows: 2024/2025 - 4%

For all Step Classifications -Step Increases occur annually with one year in between each step based on successful employee evaluations.

Approved by Council on:

JULY 1, 2024 - JUNE 30, 2025**ADMINISTRATION / FINANCE DEPARTMENT**

Position	Step	Hourly	Step Adjustments
Office Assistant	I	\$20	Step increases occur annually with one year in between each step based on successful employee evaluations.
	II	\$21	
	III	\$22	

FIRE DEPARTMENT

Position	Step	Hourly	Monthly	Statutory
Mechanic	NO STEPS	\$37	Not Applicable	
Telecommunications (Radio) Technician	NO STEPS	\$37	Not Applicable	
Fire Inspector	I	\$44	Step increases occur annually with one year in between each step based on successful employee evaluations.	
	II	\$45		
	III	\$46		
Volunteer Firefighters	NO STEPS			Per call: \$20.00
Volunteer Emergency Medical Technician	NO STEPS			Per call: \$20.00
Office Assistant	I	\$20	Step increases occur annually with one year in between each step based on successful employee evaluations.	
	II	\$21		
	III	\$22		

COMMUNITY SERVICES DEPARTMENT

Position	Step	Hourly	Step Adjustments
Office Assistant	I	\$20	Step increases occur annually with one year in between each step based on successful employee evaluations.
	II	\$21	
	III	\$22	
Recreation Coordinator	I	\$26	Step increases occur annually with one year in between each step based on successful employee evaluations.
	II	\$27	
	III	\$28	
Facility Maintenance Worker	I	\$20	Step increases occur annually with one year in between each step based on successful employee evaluations.
	II	\$21	
	III	\$22	
Custodian/Facility Maintenance Worker	I	\$20	Step increases occur annually with one year in between each step based on successful employee evaluations.
	II	\$21	
	III	\$22	
Park Helper	I	\$20	Step increases occur annually with one year in between each step based on successful employee evaluations.
	II	\$21	
	III	\$22	
Aquatics Coordinator	I	\$26	Step increases occur annually with one year in between each step based on successful employee evaluations.
	II	\$27	
	III	\$28	
Assistant Aquatics Coordinator	I	\$23	Step increases occur annually with one year in between each step based on successful employee evaluations.
	II	\$24	
	III	\$25	
Pool Manager (Senior Guard)	I	\$20	Step increases will be considered for each additional season worked.
	II	\$21	
Lifeguard	I	\$18	Step increases will be considered for each additional season worked.
	II	\$19	

JULY 1, 2024 - JUNE 30, 2025**COMMUNITY SERVICES (continued)**

Pool Cashier (NEW)	I	\$18	Not Applicable
Athletic Coordinator	I	\$20	Step increases occur annually with one year in between each step based on successful employee evaluations.
	II	\$21	
	III	\$22	
Sports Official	NO STEPS	\$42	Not Applicable
Assistant Sports Official	NO STEPS	\$29	Not Applicable
Instructor	NO STEPS	\$27	Not Applicable
Activity Leader	NO STEPS	\$18	Not Applicable
Program Leader	I	\$20	Step increases occur annually with one year in between each step based on successful employee evaluations.
	II	\$21	
	III	\$22	
Program Site Coordinator	I	\$23	Step increases occur annually with one year in between each step based on successful employee evaluations.
	II	\$24	
	III	\$25	

POLICE DEPARTMENT

Position	Step	Hourly	Step Adjustments
Office Assistant	I	\$20	Step increases occur annually with one year in between each step based on successful employee evaluations.
	II	\$21	
	III	\$22	
Parking Enforcement Officer	I	\$20	Step increases occur annually with one year in between each step based on successful employee evaluations.
	II	\$21	
	III	\$22	
Reserve	Level II	\$22	
	Level I	\$37	
Reserve Specialist	NO STEPS	\$22	Not Applicable
Relief Communications Operator	I	\$31	Step increases occur annually with one year in between each step based on successful employee evaluations.
	II	\$32	
	III	\$33	
Police Cadet	I	\$18	Not Applicable
Facility Maintenance Worker	I	\$20	Step increases occur annually with one year in between each step based on successful employee evaluations.
	II	\$21	
	III	\$22	
Facility Maintenance Worker II	NO STEPS	\$23	Not Applicable
Crossing Guard	NO STEPS	\$18	Not Applicable

PLANNING DEPARTMENT

Position	Step	Hourly	Step Adjustments
Associate Planner / Economic Development Coordinator	I	\$44	Step increases occur annually with one year in between each step based on successful employee evaluations.
	II	\$45	
	III	\$46	
Office Assistant	I	\$21	Step increases occur annually with one year in between each step based on successful employee evaluations.
	II	\$22	
	III	\$23	

CITY OF BISHOP
PART-TIME EMPLOYEES WAGE SCALE
JULY 1, 2024 - JUNE 30, 2025

PUBLIC WORKS DEPARTMENT

Position	Step	Hourly	Step Adjustments
Office Assistant	I	\$20	Step increases occur annually with one year in between each step based on successful employee evaluations.
	II	\$21	
	III	\$22	
Drafter	I	\$43	Step increases occur annually with one year in between each step based on successful employee evaluations.
	II	\$44	
	III	\$45	
IT Specialist (NEW)	NO STEPS	\$45	Not Applicable
Engineer	NO STEPS	\$63	Not Applicable
Assistant Engineer	NO STEPS	\$53	Not Applicable
Maintenance Worker	I	\$20	Step increases occur annually with one year in between each step based on successful employee evaluations.
	II	\$21	
	III	\$22	
Public Works Intern	NO STEPS	\$19	Not Applicable

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

Approved by Council on:

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, OPPOSING THE LOCAL SOCIAL AND ECONOMIC IMPACTS THAT WILL RESULT FROM FEDERAL FUNDING CUTS

WHEREAS, the City of Bishop is a community of 3,800 residents located in rural Inyo County, California; and

WHEREAS, Recreation on our public lands is the backbone of Bishop's tourism economy, which generates tens of millions in annual visitor spending and hundreds of jobs. Federal staffing cuts on our public lands will lead to fewer maintained trails, campground closures, and a diminished visitor experience. Anticipated impacts including a loss in visitation, reduced economic support of local businesses, increased risk of unsupported camping within forest service lands with no regulation or controls around campfires, heightening risk of wildland fires, increases in illegal parking, wildland degradation, closure of public restroom facilities, and increased trash, litter and human waste pollution; and

WHEREAS, Uncertainty around United State Forest Service funding cuts, staffing reductions and contract delays provides no opportunity for our region and community to plan ahead to ensure appropriate messaging regarding campsite closures, restroom closures, education regarding campfire safety and lack of available trash disposal facilities; and

WHEREAS, Bishop is home to Northern Inyo Hospital, the sole hospital in the surrounding region. Northern Inyo Hospital provides essential healthcare services to the Bishop community and is one of the areas largest employers; MediCal (Medicaid) funding is an essential source of reimbursement for the hospital's continued operation and success; and

WHEREAS, Bishop is home to the Bishop Unified School District, serving approximately 2,000 students. The school district qualifies for and participates in Title 1 funding and other federally funded programs, including CalFresh and the Supplemental Nutrition Assistance Program (SNAP); and

WHEREAS, Bishop is located along Highway 395, a thoroughfare that is essential to interstate transportation, commerce, and evacuation in the event of wildfires or other catastrophic events. Federal funding for capital improvements, maintenance and transit are essential to the safe operation and reduced congestion on these highways; and

WHEREAS, Towns and cities, including the City of Bishop, rely on a variety of federal funding sources and partnerships with federal agencies. Delays in payment processing and freezing of federal funding are creating significant uncertainty for our City operations. Examples of local impacts include the following:

- Potential freezes to transit funds stand to reduce our ability to maintain local bus service, reduce congestion, provide for safe evacuations, and replace fleet vehicles;
- FEMA reimbursement delays and potential changes to FEMA staffing and/or fund availability could threaten disaster recovery; and

WHEREAS, The availability and affordability of housing is a significant challenge in our region and the Bishop community has prioritized building affordable quality housing for members of the local workforce, that are the backbone of our tourist-driven economic engine. Tariffs will significantly increase the cost to build critical infrastructure and housing; and

WHEREAS; Bishop's community-based organizations and social services rely on federal fund sources; federal funding cuts, freezes, and budgetary uncertainty pose potential local impacts to the continuation of critical community services. Examples include:

- Senior Services' Meals on Wheels program provides home-delivered meals and social connection to Bishop seniors every day;
- Wild Iris victim support services, which are supported by Violence Against Women Act (VAWA) and Victims of Crime Act (VOCA) funding sources;
- Local Medicaid health care services. Many Medicaid recipients are working Americans, veterans, seniors in nursing homes, and children. With the majority of non-disabled Medi-Cal enrollees working, a healthy workforce is essential to a strong economy;
- Potential cutbacks in our hospital's healthcare services, employment, and financial viability;
- Potential loss of school lunches and other services directed at educating our children

NOW THEREFORE BE IT RESOLVED that:

The City Council of the City of Bishop opposes the significant, catastrophic impacts to our community and local economy that will result from federal funding cuts to local programs. We implore our federal representatives to support the restoration of Federal funding that supports the Truckee region.

PASSED, APPROVED AND ADOPTED this ____ day of April 2025.

Karen Kong, Mayor

ATTEST: _____
Robin Picken, City Clerk



Agenda Item: 11.A
Date of Meeting: April 28, 2025
Department: Public Works

STAFF REPORT

To: City Council
From: Nora Gamino
Subject: **Approval of a Professional Services Agreement with Lechowicz & Tseng for a Water and Sewer Rate Study**
Prepared On: April 17, 2025
Attachments: L&T Proposal for Bishop Rate Study
Water_Sewer Rate Study PSA

Background/History:

The City's current water and sewer rate structure is a flat-rate system based on Equivalent Dwelling Units (EDUs) with 22 customer categories. Most water connections are unmetered, and rates have not been evaluated comprehensively since 2018. With the anticipated construction of a new regional wastewater treatment facility and the need to ensure compliance with Proposition 218, a professional review and update of our rates is necessary. In addition to ensuring legal compliance, a new rate study is also needed to account for rising operational costs and the City's extensive and costly list of planned capital projects.

To this end, the City issued a Request for Proposals (RFP) on February 18, 2025, to identify a qualified firm to conduct a comprehensive Water and Sewer Rate Study. Proposals were due on March 31, 2025, and five firms submitted timely responses.

Analysis/Discussion:

Proposals were evaluated by staff from both the Finance and Public Works Departments based on criteria outlined in the RFP: responsiveness, qualifications, technical competency, methodology, project schedule, and QA/QC planning. The evaluation scores were as follows:

Rank	Firm	Total Score
1	Lechowicz & Tseng (L&T)	56
2	Bartle Wells Associates	53
3	Raftelis	52
4	Robert D. Niehaus, Inc.	49
5	Hansford Economic Consulting	42

L&T stood out for their tailored approach to small agencies, comprehensive understanding of Proposition 218 requirements, and practical, easy-to-implement methodology. Their proposal includes:

- A detailed scope of work with tasks including financial planning, rate design, cost allocation, and public outreach.
- Two in-person meetings (including the Proposition 218 hearing) and full project management support.
- A proposed not-to-exceed fee of \$58,600, including mailing of Proposition 218 notices.

Economic Impacts:

There is no significant economic impact associated with this action beyond the study cost. Any future rate changes resulting from the study will undergo separate public review under Proposition 218.

Budget Impacts:

The study will be funded from existing Water and Sewer Fund budgets. This item is included in the Fiscal Year 2024–2025 budget within expense accounts 002-051-52015 (Sewer) and 004-050-52015 (Water). It will also be included in the Fiscal Year 2025–2026 budget to cover work continuing into the next fiscal year. No General Fund resources will be used. The professional services agreement is structured as a not-to-exceed contract with detailed billing by task.

Legal Review:

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

Recommended Action:

Staff recommends approval of a Professional Services Agreement with Lechowicz & Tseng Municipal Consultants in the not to exceed amount of \$58,600 for the completion of a Water and Sewer Rate Study, including Proposition 218 compliance support.

Approved By: Ethan Aukee 4/21/2025

Approved By: Robin Picken 4/21/2025

Approved By: Deston Dishion 4/23/25

Approved By:



March 31, 2025

CITY OF BISHOP

Proposal for a Water and Sewer Rate Study

909 Marina Village Parkway #135 | Alameda, CA 94501 | (510) 545-3182



LECHOWICZ + TSENG
MUNICIPAL CONSULTANTS

March 31, 2025

City of Bishop, Public Works Department
Attn: Michele Rhew
377 West Line Street
Bishop, CA 93514

Dear Ms. Rhew,

Lechowicz & Tseng Municipal Consultants (L&T) is pleased to submit a proposal for a Water and Sewer Rate Study for the City of Bishop (City). L&T is a women-owned firm founded by Alison Lechowicz and Catherine Tseng that focuses on financial planning, rate and fee studies, and management consulting for California public agencies. Alison and Catherine have 30 years combined experience in municipal consulting and public finance and have completed over 100 studies compliant with Propositions 218 and 26. We offer a breadth of expertise from financial planning to utility rate design.

We are a small firm that heavily focuses on rate studies for small utility purveyors serving populations of 30,000 or fewer. Recent examples of our work for rural mountain communities include the Auburn Valley Community Services District (CSD) (Placer County, estimated population of 350), City of Loyalton (Sierra County, 800 population), Chistian Valley Park CSD (Placer County, estimated population of 1,300), Jamestown Sanitary District (Tuolumne County, 3,500 population), and Calaveras Public Utility District (Calaveras County, 6,400 population). L&T will bring our experience from these projects, as well as others, to our work for the City of Bishop.

For our utility rate studies, L&T focuses on providing a high degree of administrative support to our clients and practical recommendations that are easy to understand and easy to implement. We will provide start-to-finish project management to ensure the City meets Proposition 218 requirements including documenting the cost of service, cost-justifying each component of the rates, drafting the notice of public hearing, and tabulating and certifying the results.

Funding the full cost of service is the primary concern of many public agencies. We understand that the City needs to fund major capital improvements to the water and sewer systems within the next 5 to 7 years including the construction of a new regional wastewater treatment facility as well as other critical improvements to the aging wastewater collection and water distribution systems. In particular, we will model various capital improvement funding scenarios and evaluate the impacts on utility rates. To provide a comprehensive analysis, L&T will also focus on the following:

- **Financial Analysis:** L&T analyzes revenue streams to meet immediate cash flow needs as well as plan for future capital projects and deferred maintenance. We will provide the City with a dashboard of financial variables that will clearly illustrate how various considerations such as grant vs. loan funding, high vs. low inflation, and high vs. low capital improvement costs among

others will impact utility cash flows. L&T will also conduct detailed reviews of potential debt capacity if desired. Our final report will provide the City with a financial roadmap that fully documents the cost of service.

- **Utility Rate Design:** L&T will review the City's existing rate structures and provide alternatives as appropriate. We understand that the City does not have meters installed on every service connection so all rate design alternatives will consist of flat rates only. To comply with Proposition 218's proportionality requirements, L&T recommends that the study include a review of the City's current customer categories and impacts of each on the system. In regards to sewer rates, we will document underlying flow and pollutant loading assumptions. L&T will also review existing sewer classes and potentially reduce the number of categories. Both water and sewer fees could be potentially be scaled based on parcel size to promote equity between large and small customers. Our analysis of the water and sewer utilities will clearly document how the City's rates for each customer class are proportional to how customers take service.
- **Public Outreach:** Rate increases are both politically contentious and litigious. Public outreach and education will be critical in gaining public acceptance. L&T will assist the City with printing and mailing Proposition 218 notices, providing a script for the public hearing, educating Council members, and explaining the need for rate adjustments. Our approach is to understand any "hot button" issues in local service areas and respect political sensitivities. Our final documents will stress the value of the City's infrastructure, explain why costs are increasing, and describe cost saving measures.

Our proposal to conduct the utility rate study is attached and we hope that it provides a suitable basis for our selection. If you have any questions, please contact us. To be environmentally friendly, this proposal is printed on recycled paper and bound with a removable binding.

Sincerely,
Lechowicz & Tseng Municipal Consultants

Alison Lechowicz, Principal and Authorized Representative
909 Marina Village Parkway #135
Alameda, CA 94501
510-545-3182
alison@LTmuniconsultants.com

TABLE OF CONTENTS

Qualifications of Firm.....	1
Overview.....	1
Services.....	2
Organizational Chart.....	2
Recent Experience.....	3
Project Team.....	4
References	8
Strategy and Implementation Plan	11
Scope of Work.....	11
Rate Study Deliverables.....	16
Estimated Time Commitment from City Staff	16
Technology	16
Schedule.....	17
Meetings.....	17
Proposed Quality Assurance Program.....	18
Quality Control	18
Specialized Approach.....	18
Fee Proposal.....	20
Not to Exceed Fee.....	20
Billing Rate Schedule 2025/2026.....	20

QUALIFICATIONS OF FIRM

OVERVIEW

Lechowicz & Tseng Municipal Consultants is a women-owned firm founded by Alison Lechowicz and Catherine Tseng.

Our objective is to provide financial consulting and management services to local governments. Alison and Catherine have over 30 years combined experience in municipal consulting and public finance. Catherine has a background in urban planning and worked for the City of Oakland before becoming a consultant. Alison has experience working for a civil engineering firm and a background in public administration.

L&T is committed to providing professional services with superior value and responsiveness. By utilizing a small team approach, our clients receive greater one-on-one attention and can be assured that the work is conducted by highly qualified professionals. Our clients are provided direct communication with the principal consultants who guide the project through each step.

Nature of firm: Women-owned firm founded in 2017 and organized as an LLC

Services: Impact Fee Studies, Utility Rate & Fee Studies, Financial Planning, Utility Appraisal, Expert Witness, Public Approval Process

Size of firm: Five staff members consisting of four consultants and one office manager

Location of office: Alameda, CA

Years in business: 8 years

Registrations: Small Business Enterprise, and Women-owned business

Other languages spoken by staff: Spanish

SERVICES

Utility Rate & Fee Studies

Utility rate studies deriving both traditional and innovative rate structures that comply with cost of service principles and Proposition 218 requirements. Address policy goals, customer acceptance, and social influences.

Impact Fee/Capacity Charge Studies

Development impact fees and capacity charge studies that offset the cost of expanding infrastructure to serve new development without placing a burden on existing customers.

Financial Planning & Modeling

Comprehensive financial plans focused on immediate needs as well as the long-term viability of agencies. Our financial models are flexible and user-friendly to allow for cash flow sensitivity analysis and to illustrate the impacts of policy decisions.

Public Approval Process

Lead informational workshops to educate the public about municipal finance. We provide start-to-finish assistance in the rate and fee approval process, including presentations to decision makers, publication of reports, and printing and mailing of notices (as applicable).

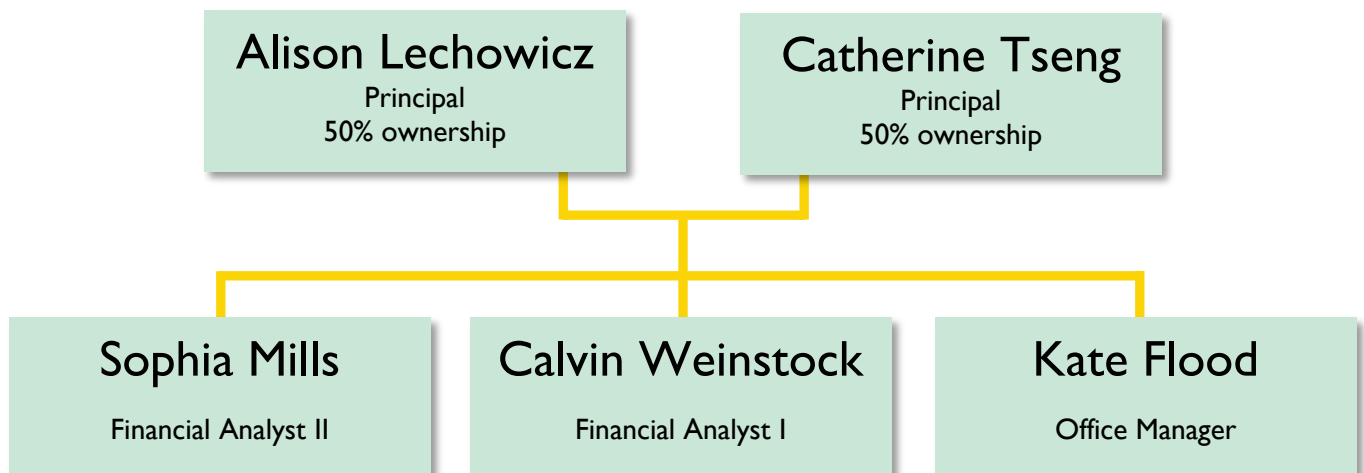
Utility Appraisal

Develop an inventory of utility assets and determine fair market value. We assist public agencies with negotiating the purchase or sale of utility property.

Expert Witness

Testify on behalf of public agencies to defend against lawsuits. We also represent public agencies as streetlight customers of California's electric utility providers in rate cases at the CA Public Utilities Commission.

ORGANIZATIONAL CHART



RECENT EXPERIENCE

Provided below is a selection of L&T's recent projects. We enjoy working with small agencies similar in size to the City of Bishop. We specialize in helping agencies serving populations of 30,000 or fewer.

CLIENT	ACCOUNTS OR PARCELS	PROJECT
Auburn Valley CSD	140	Water and Sewer Rate Study (2025)
City of Loyalton	350	Water Rate Study (2024)
Spring Valley Waterworks District	410	Water Rate Study (2024)
Summerland Sanitary District	480	Sewer Rate Study (2023 & 2025)
Terra Bella SMD	500	Sewer Rate Study (2025)
Christian Valley Park CSD	630	Water Rate Study (2024)
McMullin Area GSA	1,150	Groundwater Fee Study (2018 & 2023)
Kelseyville Waterworks District	1,200	Water and Sewer Rate Study (2024)
Maywood Mutual Water Co.	1,200	Water Rate Study (2022)
South Fork Kings GSA	1,200	Proposition 218 Assessment Balloting (2023)
City of Rio Dell	1,300	Water and Sewer Rate Study (2022)
City of Brisbane	2,000	Water and Sewer Rate Study (2023)
City of Gonzales	2,000	Water and Sewer Rate Study (2023)
Calaveras Public Utility District	2,100	Water Rate Study (2023)
City of Live Oak	2,500	Water Rate Study (ongoing)
City of Waterford	2,600	Sewer Rate Study (2019 & 2024)
Templeton CSD	2,800	Water and Sewer Rate Study (2018) Fire Impact Fee Study (2023)
City of Kerman	3,900	Water and Sewer Rate Study (2018) Water, Sewer, and Storm Drain Rate Study (2024)
City of Kingsburg	4,000	Solid Waste Rate Study (2022) Water Rate Study (ongoing)
City of Anderson	4,000	Water Rate Study (2021 & 2024) Sewer Rate Study (ongoing)
Northwest Regional (Lake County)	4,000	Sewer Rate Study (2024)
Westborough Water District	4,000	Water and Sewer Rate Study (2024)
Butte Water District	4,800	Water Rate Study (ongoing)
City of Wasco	5,100	Water and Sewer Rate Study (2023)

CSD – Community Services District; GSA – Groundwater Sustainability Agency; SMD – Sewer Maintenance District

PROJECT TEAM

Alison Lechowicz will serve as the Principal-in-Charge and main contact person. She will manage the day-to-day aspects of the project to ensure it is within budget and on schedule. Catherine Tseng will provide peer review and act as a substitute for Ms. Lechowicz if needed. Sophia Mills will serve as financial analyst. Abbreviated resumes are provided on the following pages. Expanded resumes can be provided upon request.

Alison Lechowicz

PROJECT MANAGER, LEAD FINANCIAL ANALYST



QUALIFICATIONS

- ✓ 18 years consulting experience
- ✓ Master of Public Administration
- ✓ Testified as an expert witness at the CA Public Utilities Commission
- ✓ Prior Certifications: Series 50 and 54 – Municipal Advisor Representative and Principal

RESPONSIBILITIES

Financing alternatives and cash flow projection
Rate recommendations
Public presentations

Catherine Tseng

PEER REVIEW



QUALIFICATIONS

- ✓ 18 years consulting experience
- ✓ Master of Urban Planning
- ✓ Bachelor of Architecture

RESPONSIBILITIES

Methodological Review
Review of draft and final reports
Substitute for Ms. Lechowicz as needed

Sophia Mills

FINANCIAL ANALYST



QUALIFICATIONS

- ✓ 5 years consulting experience
- ✓ Bachelor of Economics and Bachelor of Spanish
- ✓ Fluent in Spanish
- ✓ Specializes in financial modeling

RESPONSIBILITIES

Data gathering
Financial modeling
Draft and final report
Spanish translations

Alison Lechowicz



alison@LTmuniconsultants.com



(510) 545-3182



909 Marina Village Parkway #135
Alameda, CA 94501

EXPERIENCE

- 18 years of rate consulting experience: 8 years Co-founder and Principal at L&T Municipal Consultants, 7 years as Principal and Financial Analyst at Bartle Wells Associates, 3 years as Financial Analyst at Carollo Engineers
- Testified as an expert witness at the CA Public Utilities Commission in electric rate cases of Pacific Gas & Electric, Southern California Edison, and San Diego Gas & Electric

EDUCATION

- **Columbia University**
Master of Public Administration
- **University of California, Berkeley**
Bachelor of Science
Conservation & Resource Studies

REPRESENTATIVE ASSIGNMENTS

Below is a small sample of recently completed projects. A more detailed resume with full history of all projects can be provided upon request.

Town of Discovery Bay CSD: Long-serving financial consultant for the Town, having conducted multiple water and sewer rate studies and capacity fee studies. Met with developers at their offices to answer questions and address concerns. Assisted the Town in fee updates to accommodate new regulatory requirements.

City of Kerman: Completed a water and sewer rate study for the City. Updated winter water use estimates for single family residential sewer rates. Phased-out discounts for multifamily sewer customers.

Root Creek Water District (Madera County): Financial plan for the District's groundwater basin and agricultural water service. Water, sewer, and storm drain rates and development fees for municipal service.

Stege Sanitary District (Contra Costa County): Sewer rate and connection fee study. Conducted extensive review of water usage patterns to determine flow rates of customer classes. Proposed a 5-year phase-in for a new multifamily rate.

Templeton CSD (San Luis Obispo County): Completed a water and sewer rate study. Conducted an analysis of the District's four water sources, determined the marginal cost of each source, and assigned each source to a water rate tier. Evaluated the transition of the District from regional wastewater treatment to local treatment.

Catherine Tseng



catherine@
LTmuniconsultants.com



(510) 858-9228



909 Marina Village Parkway #135
Alameda, CA 94501

EXPERIENCE

- 8 years Co-founder and Principal at L&T Municipal Consultants
- 10 years prior consulting experience: Vice President at Bartle Wells Associates
- 2 years civil servant: City of Oakland
- Specializes in utility rates, capacity charge, and financing plans for public works projects, and Proposition 218 compliance

EDUCATION

- **Columbia University**
Master of Urban Planning
- **University of California, Berkeley**
Bachelor of Arts
Architecture

REPRESENTATIVE ASSIGNMENTS

Below is a small sample of recently completed projects. A more detailed resume with full history of all projects can be provided upon request.

City of Rio Dell: Conducted a water and sewer rate study to fund mandated capital projects and eliminate operating deficit.

City of Anderson: Completed a water rate study to address depleting reserves. Analyzed multiple rate scenarios to minimize impacts to customers. Currently conducting a wastewater rate study.

City of San Fernando: Water and sewer financial plan and rate study and Proposition 218 printing and mailing. Offered rate options to meet affordability criteria including funding of only high priority projects.

City of Chowchilla: Currently conducting a water, sewer, storm drain, and solid waste rate study. Rates will support the City's capital improvement plan and overcome prior deficit spending for the solid waste enterprise.

Westborough Water District: Water and sewer financial plan and rate study to separate combined funds and pay for wholesale water purchases and treatment costs. Worked closely with Finance Committee to develop recommendations to Board of Directors.

City of Brisbane: Completed a water and sewer rate study. The City last updated rates in 2013 but had not done a comprehensive cost of service analysis since 2001. The update simplified the water and sewer rate structures to reflect actual costs.

Sophia Mills



sophia@
LTmuniconsultants.com



(510) 529-8056



909 Marina Village Parkway #135
Alameda, CA 94501

EXPERIENCE

- 5 years at L&T Municipal Consultants

EDUCATION

- **Davidson College**
Bachelor of Arts
Economics, Spanish

OTHER SKILLS

- Fluent in Spanish

REPRESENTATIVE ASSIGNMENTS

Below is a small sample of recently completed projects. A more detailed resume with full history of all projects can be provided upon request.

City of Anderson: Completed a water rate study to address depleting reserves. Analyzed multiple rate scenarios to minimize impacts to customers.

City of Rio Dell: Conducted a water and sewer rate study to fund mandated capital projects and eliminate operating deficit. Analyzed impacts of alternative rate structures for each utility.

Town of Discovery Bay CSD: Water and sewer rate study. Assisted the Town in rate updates to accommodate new wastewater regulatory requirements and capital project funding. Also completed a water and sewer capacity fee study.

City of Gonzales: Conducted a water and sewer rate study with a focus on industrial customers who use the majority of water in the City. Also completed a technical memorandum documenting best practices for addressing industrial wastewater permit violations.

City of Brisbane: Completed a water and sewer rate study. The City last updated rates in 2013 but had not done a comprehensive cost of service analysis since 2001. The update simplified the water and sewer rate structures to reflect actual costs.

City of Wasco: Completed a water and sewer rate study. Designed a new water rate structure and documented sewer flow and loading assumptions as the basis of the sewer rates.

REFERENCES

Calaveras Public Utility District

Water Rate Study



The Calaveras Public Utility District (CPUD or District) provides treated surface water to about 2,100 accounts in the foothills of Calaveras County. Prior to L&T's work, the District provided customers with a base allotment of water in the meter fee and had a declining 3-tiered rate structure. In June 2023, L&T completed a water rate study that eliminated the base allotment, transitioned to a uniform rate structure, and provided a schedule of drought rates. L&T also provided the printing and mailing of the Proposition 218 notice of public hearing and conducted two community outreach meetings.

District management was concerned that the free water allotment and declining block structure were out of compliance with Proposition 218 as well as the requirements described in the San Juan Capistrano court case ruling. The ultimate goal of L&T's rate update was to simplify the rates, raise revenues to cover debt and capital costs, and to assist with implementation. With District input, L&T eliminated the free water allotment and reduced the number of customer classes. We also advocated for a single treated water rate (plus emergency drought rates) to be applied to all levels of use.

Travis Small

General Manager

travis.small@cpud.org

(916) 716-3287

Project Budget: \$25,000

City of Loyalton

Water Rate Study

The City of Loyalton (City) is a small city of about 800 people located in Sierra County. July 2024, L&T finalized a water rate study for the City of Loyalton. Alison Lechowicz served as project manager and lead financial analyst.

Kathy LeBlanc

City Clerk

ofclerk-cityofloyalton@psln.com

(530) 993-6750

Project Budget: \$15,461

(reflects L&T's reduced effort due to outside assistance from an engineering firm)

Prior to our work, the City's water utility had historically operated at a deficit such that revenues were insufficient to fund the expenses incurred to run the water system. The City draws from other City funds to cover water system costs. The City has appropriations available to fund critical capital improvements including a monitoring well and a production well. However, rate increases were needed to cover operating costs and reverse the water fund's deficit.



Prior to our work, the City did not have a published rate study and did not have written documentation of how the rates were determined. L&T reviewed customer records and simplified the City's fixed (unmetered) service rates for residential, commercial, and multifamily customers.

Christian Valley Park Community Services District

Water Rate Study

Located in Placer County, the Christian Valley Park Community Services District (District) provides water service to approximately 630 residential customers as well as the California Conservation Corps in Auburn, CA. The District purchases raw water from the Placer County Water Agency (PCWA) and receives water from the Bowman canal system which is treated at the District's water treatment plant.



In June 2024, Alison Lechowicz completed a Water Rate Study for the District that recommended rates for five years through 2028/29. Water rates had not been increased in 5 years, and the Water Fund was projected to end the year in an operating deficit, having to draw upon its limited reserves to fund expenses. The study recommended a 23.0% rate adjustment in the first year, followed by annual inflationary increases through 2028/29 to cover the operating deficit and to meet reserve fund targets.

Don Elias
General Manager
donelias1965@yahoo.com
(530) 878-8050
Project Budget: \$17,500

To pay for much needed pipeline improvements and system repairs, the District implemented a new capital improvement fee that will generate an additional \$500,000 each year to prevent costly main breaks and service interruptions. The new capital improvement fee is based on the cost to replace steel pipelines and will remain the same from 2025 to 2028.

The District maintained the current rate structure which includes a fixed charge based on meter size and a usage charge in which all customers are charged the same rate per hundred cubic feet (ccf). L&T completed a cost of service analysis using the Base-Extra Capacity method and applied updated meter capacity ratios to develop a cost basis for the current rate structure. The new rates were successfully implemented July 1, 2024.

City of Gonzales

Water and Sewer Utility Rate Study

The City of Gonzales is located on Highway 101 in Monterey County and serves a population of about 8,600. Alison Lechowicz served as project manager for the 2023 rate study and Sophia Mills served as Financial Analyst.



Patrick Dobbins

Director of Public Works
pdobbins@ci.gonzales.ca.us
(831) 324-2320

Project Budget: \$59,590

The City's existing wastewater treatment plant is at capacity and the City is facing capital funding needs of \$30 million to construct a new industrial treatment plant and make improvements to its domestic treatment stream. L&T worked extensively with City staff, outside engineers, and State Revolving Fund loan officers to determine a financial plan and rate schedule that will meet the City's needs.

Decades had passed since the City conducted a comprehensive rate study and the City had implemented inflationary increases to keep up with costs. These increases are not sufficient to fund upcoming debt service costs for the new treatment plant. L&T provided options to the City for increasing the cost of service as well as adjusting its rate structure. We reviewed winter water use statistics to determine typical residential sewer flows and analyzed the metered effluent records of industrial customers. As part of our study, we held two workshops with the industrial customers to explain the need for rate adjustments and provide sample bill impacts.

Ms. Lechowicz provided two presentations to City Council to summarize our rate recommendations. Ms. Sophia Mills provided Spanish translations of our materials. Proposition 218 outreach was included in our scope of services. We drafted the notice of public hearing, coordinated with the City Attorney for legal review, and conducted the printing and mailing.

STRATEGY AND IMPLEMENTATION PLAN

SCOPE OF WORK

Provided below is our suggested scope of services based on the scope outlined in the RFP which elaborates on our project approach and methodology. L&T will work with the City to finalize a scope tailored to meet your needs.



Task 1:
Data Gathering



Task 2:
Financial Plan



Task 3:
Cost Allocation



Task 4:
Rate Design



Task 5:
Report



Task 6:
Meetings &
Presentations



Task 7:
Prop 218
Assistance

Task 1 – Project Kickoff and Data Gathering

Kickoff Meeting

L&T will meet with City staff for a project kickoff meeting to review study goals, milestones, identify project team members, and determine roles and responsibilities.

Data Gathering

Assemble the necessary data to complete the study. Wherever possible, L&T will aggregate available information from the City's website and other public sources. The goal is to understand the City's financial standing, current rate structure, and utility billing information. A data needs list will be provided to the City prior to the kickoff call.

Task 2 – Financial Plan

Annual Revenue Requirements

With staff input, we will estimate future operating and capital expenditures to estimate annual revenue needs. We will factor in projections of growth, repairs and replacements, cost escalation, sewer flows, water conservation, regulatory compliance, and operational changes to ensure that all future expenses are included.

Review Reserve Fund Targets

This subtask involves reviewing the current operating and capital reserve balances for each utility and evaluating reserve targets for emergency reserves, rate stability reserves, long term capital reserves, short term capital reserves, or other categories as appropriate. At minimum, our analysis will review the age and condition of the systems, annual depreciation costs, and expenses related to emergencies.

Evaluate Debt Service Coverage

L&T will review budgets, audits, and bond disclosure documents to understand current debt obligations. We will determine current coverage ratios based on net operating revenues compared to annual debt service expenses. We will also evaluate if the utilities have capacity to take on debt at the current revenues. Our final rate recommendations will include projections to meet coverage requirements in the years to come.



Review Capital Improvement Needs

Our cash flow analysis will isolate the impacts of capital funding separate from increases needed to fund other utility expenses. Typically, L&T suggests three capital funding scenarios: 1) bare bones: fund only critical improvements, 2) priority funding: fund critical projects plus high-priority, level of service improvements, and 3) full funding: fund all proposed projects. We will work with the City to determine project affordability and adjust our rate recommendations accordingly. L&T will review various financing options to fund capital

needs, including pay-as-you-go/cash funding and other debt financing alternatives, such as State loans/grants, bank loans, and certificates of participation/bonds.

Cash Flow Projections

Annual revenue requirements and capital funding needs will be used to develop long-term cash flow projections summarizing the financial position of the utilities over the next 5 to 10 years. The cash flow projections will estimate rate increases needed to meet annual revenue requirements, debt obligations, and reserve fund targets.

Sensitivity Analysis

Based on input from the project team, L&T will incorporate rate sensitivity analysis to determine affordability. We will determine rate impacts under various scenarios, possibly including cash funding of projects, debt funding of projects, etc. Sensitivity analysis can often become an iterative process. L&T is flexible to run additional scenarios as needed.

Task 3 – Cost Allocation

Evaluate Customer Billing Data

We will evaluate historical and current billing data including customer counts, characteristics, and water supply data (if available). The basis for the rates will be the assignment of equivalent dwelling units (EDUs).

Functionalize Costs

Functionalization is the allocation of expenses by major operating activities for the utilities, including water supply, peak pumping, treatment, storage, transmission, overhead, and administration. Sewer categories will consist of customer service, flow, BOD, and TSS.

Allocation to Customer Classes

After costs have been categorized by function, costs are then allocated to each customer class based on estimated water demand and sewer flow and loading characteristics. The allocation to customer classes will be based on American Water Works Association best practices and meet the proportionality requirements of Proposition 218.

Task 4 – Rate Design

Assess Current Rate Structure and Customer Classifications

Review the current rate structures and customer classifications to assess the advantages and disadvantages of the existing systems and to determine compliance with industry standards and court rulings. While compliance with Proposition 218 will guide all our recommendations, additional criteria may include: the impact on customer bills, public understanding, revenue stability, ease of implementation, compatibility with the existing billing system, and staff effort needed for administration.

Rate Alternatives

Based on the criteria developed with staff and the cost of service analysis, we will identify alternative rate structures or modifications to the current water and sewer rate structures as appropriate. We understand that the current rate structure consists of flat rates for both water and sewer service based on the assignment of equivalent dwelling units (EDUs) to 22 different customer categories. To comply with Proposition 218's proportionality requirements, L&T recommends that this rate study include a

review of the City's current customer categories and impacts on the system. We will fully document all underlying water usage, flow, and pollutant estimates used in our analysis for each customer class. If modifications to the current rate structure such as a revision of the City's customer classes are needed or desired, we will work with the project team to phase in modifications, clearly explain why the changes are needed, and minimize the impact on ratepayers. We will outline the advantages and disadvantages of each option. Additionally, we will take into consideration staff's time and capabilities to administer any changes and will ensure the City's billing system can accommodate proposed rate structure adjustments.

This task includes a legal review of current and proposed rate design alternatives. As needed, we will coordinate with legal counsel. For the final study, we will present rate structure options that both meet the City's needs and relevant legal requirements. L&T will compare all our estimates and recommendations with those used by other local entities.

Survey of Local Rates

We will prepare a survey comparing current and proposed bills to other regional agencies. The survey will be summarized in tables and charts that can be used for outreach, presentations, and the final report. We can also prepare a bill comparison for different customer classes if desired. The final list of surveyed agencies will be determined by the City.



Bill Impacts

Based on the recommended rates, calculate the bill impacts for a sample of customers from various customer classes. Impacts on economically disadvantaged and fixed income customers will be weighed. If needed, develop an implementation plan to phase in adjustments.

Finalize Recommendations

Our final rate recommendations will include a five-year plan of proposed rates. The final plan will show projected rates for each customer class for each year.

Review and Update Other Service Charges

L&T can also update administrative fees (including fees for shut-down activities, back-flow devices, construction water meters, service shut-offs, etc.) as needed to address existing fee issues.

Administrative fees for miscellaneous services are subject to Proposition 26 and should be based on the reasonable cost of service. L&T will review the City's current services and update the charges based on current costs. If warranted, L&T will interview staff to determine staff time and materials needed to provide each service. We will calculate fully burdened hourly rates, vehicle and equipment expenses (if applicable), and administrative overhead. We can also provide a survey of surrounding agencies to gauge whether miscellaneous fees are in line with other utilities.

Task 5 – Draft & Final Reports

Submit a draft summary report for review and feedback. The report will summarize findings and recommendations and discuss key alternatives when applicable. We will then incorporate all staff comments and update recommendations accordingly. The final report will reflect input received from staff and City Council. Our reports are intended to serve as the administrative record and will be compliant with Propositions 218 and 26.



Task 6 – Meetings & Presentations

To begin the study, we will hold a virtual kickoff meeting with the City as described in Task 1. As needed throughout the study, L&T proposes to conduct virtual meetings with the project team to review progress, answer questions, and revise the calculations. The next steps are to provide a presentation of our draft findings to the City Council, revise our recommendations as needed, and provide a presentation of our final recommendations to the Council. Our final meeting will be to attend the Proposition 218 public hearing for rate adoption. In total, our proposal includes two (2) in-person meetings, with the remaining meetings conducted virtually. L&T will prepare PowerPoint files and accompanying documents in advance for project team review and inclusion with meeting materials.

Task 7 – Proposition 218 Assistance

L&T will coordinate and conduct all deliverables associated with compliance with Proposition 218 including: aggregating the ratepayer and property owner mailing lists, drafting the Proposition 218 notice, translating the notice into Spanish, printing the notices, and certifying the mailing of the notices. The actual cost of mailing the Proposition 218 notice is a separate charge and will be based on the number of mailers and printing costs.

L&T recommends public agencies use the Proposition 218 notice as an outreach opportunity to explain why the rate adjustments are needed and to highlight what has been done to help reduce costs. If requested, L&T will also draft additional outreach materials for customers such as newsletters and FAQs. We will coordinate with the City's legal counsel for review of all Proposition 218 materials.

RATE STUDY DELIVERABLES

- Data request list
- Project management schedule
- Rate design alternatives
- Final five-year rate increase plan for water and sewer
- Affordability analysis
- Rate survey of local agencies
- Ten-Year Financial Plan for Water and Sewer
- Cash flows with anticipated funding sources and cost recovery
- Review of prudent reserves and recommended reserve fund levels
- Analysis of fixed and variable operating and capital costs
- Evaluation of customer characteristics including customer counts and water supply data
- Recommended updates to other utility service charges (Proposition 26 fees)
- Preliminary and final drafts of Water and Sewer Rate Study
- Two (2) in-person meetings/presentations with the City (additional in-person meetings can be included for an additional cost)
- Virtual progress meetings with staff; action items distributed to the project team
- Proposition 218 public notice and/or educational and public outreach materials
- Printing and mailing of the Proposition 218 public notice

ESTIMATED TIME COMMITMENT FROM CITY STAFF

L&T understands that the rate study process can be burdensome for public agencies. Our goal is to take on as many administrative tasks as possible to streamline the study. L&T will be responsible for all project analysis and the preparation of meeting and presentation materials for project team and Council meetings. L&T will also draft the final study report as well as the Proposition 218 mailer and additional public outreach materials as requested by the City. Expected time commitment and information required from City staff can be estimated based on the following tasks:

- Respond to L&T's data request consisting of items such as: budgets, audits, utility billing data, water supply data, and capital improvement plans
- Attend kickoff and progress meetings (agenda and materials will be provided in advance)
- Review and comment upon draft and final reports
- Review from the City's legal counsel on recommendations, reports, and procedures
- Discuss any political sensitivities or issues that may hinder fee adoption
- Coordinate and schedule meetings with the City Council and/or the public

TECHNOLOGY

L&T uses Microsoft Office software including Word, Excel, and Powerpoint. We provide our final documents in PDF format and contract with outside provider for printing and mailing services. L&T does not use any customer software or programs. All of our materials can be easily transferred to the City for internal use.

SCHEDULE

Provided below is Lechowicz & Tseng's draft schedule for the rate study with the first rate increase implemented January 1, 2026. We propose to present the final rate study report to the Council in September 2025 and to hold the Proposition 218 hearing in December 2025. We are flexible to adjust the schedule as needed.

PROJECT TASK	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1. Kickoff & Data Gathering								
2. Financial Plan								
3. Cost Allocation								
4. Rate Design								
5. Draft & Final Reports								
6/7. Meetings & Prop 218								

V – virtual meeting; I to 2 – in-person meeting; D – draft report submitted; F – final report submitted

MEETINGS

Provided below is a sample meeting schedule that will be updated with input from the project team. In addition to two (2) in-person meetings, our proposal includes virtual meetings for progress meetings with staff. Additional progress meetings can be scheduled as needed throughout the project.

Meeting #1 (Virtual)	Kickoff meeting with Project Team
Meeting #2 (Virtual)	Review preliminary findings with Project Team
Meeting #3 (Virtual)	Review revised recommendations with Project Team
Meeting #4 (In-Person)	Present draft results to City Council
Meeting #5 (Virtual)	Present final report to City Council; initiate Proposition 218 process
Meeting #6 (In-Person)	Proposition 218 Public Hearing to adopt rates

PROPOSED QUALITY ASSURANCE PROGRAM

QUALITY CONTROL

L&T employs a small team consisting of two principals, two staff analysts, and one office manager. Principal Alison Lechowicz will serve as the project manager and main contact person. L&T is committed to providing professional services with superior value and responsiveness. By utilizing a small team approach, our clients receive greater one-on-one attention and can be assured that the work is conducted by highly qualified professionals. Our clients are provided direct communication with the principal consultants who guide the project through each step. We have an excellent track record of completing assignments on time and within budget. L&T will be responsible for all project analysis and the preparation of meeting and presentation materials for the project team and Council meetings.

Our team recognizes the need for a clear quality control plan to ensure compliance with Proposition 218, industry standard ratemaking principles, and all other current federal and state laws and policies related to ratemaking. Each work product (including milestones and deliverables) will be reviewed by an L&T principal, and City staff will have the opportunity to comment on all deliverables in advance of scheduled meetings. City staff can review materials at any time upon request, and we are willing to schedule calls or meetings as needed to address any questions or concerns. L&T strives to be flexible and responsive to our clients.

SPECIALIZED APPROACH

Project Management

We will provide bi-weekly check-ins and monthly billing summaries to ensure that the project is on schedule and within budget. Following each meeting, we aggregate our notes and provide a list of follow-up action items. We understand that the City would like to implement the first water and sewer rate increase January 1, 2026. During project initiation, we will finalize the schedule and set deliverables by working backwards from the desired Proposition 218 hearing date, likely in December 2025.



It is key that our final deliverables are easy for the City to understand and implement. We propose to organize our cash flows based on existing budget categories to allow for the easy import or export of data between documents. L&T also structures our reports with reader-friendly executive summaries to allow the general public to grasp key concepts. Our financial

models are designed to provide tables and charts that can be pasted into presentations to give visual representations of our work. L&T will also ensure that the City's billing system can accommodate any proposed rate structure adjustments.

Financial Planning

L&T's objective for the rate study is to provide compliance with legal requirements while ensuring that the City's water and sewer utilities are self-sufficient. Like many other California utilities, the City is facing more stringent regulations and has aging infrastructure that requires increased operating expenses and capital investment. In particular, L&T understands that the City needs to fund the construction of a new regional wastewater treatment facility as well as other critical improvements to the wastewater collection and water distribution systems. Our study will include a comprehensive review of each utility's finances, including operating costs, debt capacity, reserve funds, and deferred maintenance and capital funding needs to ensure that the proposed rates cover the full cost of providing service.

L&T will work closely with the City to determine which financial parameters are most important (rate impacts, accumulating reserves, funding capital projects, etc.) and incorporate them into our alternatives. L&T will evaluate rate structure modifications, assess the financial and other impacts of any changes, including the bill impacts to customers, and recommend adjustments if warranted. We are proponents of simplicity and respecting the current financial and political climate while phasing in rate adjustments.

Rate Design

The City's current rate structure consists of flat rates for both water and sewer service which are based on equivalent dwelling units (EDUs) and 22 different customer categories. To ensure compliance with Proposition 218's proportionality requirements, L&T will review the current customer categories and potentially reduce or modify the number of categories if appropriate. Both water and sewer fees could also be revised to be scaled based on parcel size to promote equity between large and small customers. For water rates, we will update the underlying water usage estimates for each customer class. For sewer rates, we will update the underlying flow and pollutant loading assumptions for each customer class. We will fully document all underlying estimates used in our analysis. Our approach to rate design analysis is to clearly document how the City's fixed fee for each customer class is proportional to how customers in that class take service.



FEE PROPOSAL

NOT TO EXCEED FEE

The following table outlines Lechowicz & Tseng Municipal Consultants' proposed budget by task. Our not to exceed Fee Estimate includes two (2) in-person meetings and printing and mailing of the Proposition 218 notices. L&T is flexible to attend meetings virtually instead of in-person to reduce the budget. Additional in-person meetings can be added for a fee of \$2,500 per meeting. L&T will invoice the City monthly for time and materials. The budget shown below is valid for 90 days. The total "not to exceed" budget for the study including expected reimbursable expenses is \$58,600.

PROJECT TASKS	HOURS				DIRECT EXPENSES	BUDGET
	Lechowicz Project Manager \$250/hour	Tseng Peer Review \$250/hour	Mills Financial Analyst II \$150/hour	Total		
1. Kickoff & Data Gathering	4	0	6	10		\$1,900
2. Financial Plan	32	2	24	58		\$12,100
3. Cost Allocation	12	0	10	22		\$4,500
4. Rate Design	14	0	16	30		\$5,900
5. Draft & Final Reports	24	4	36	64		\$12,400
6. Meetings & Presentations	32	4	18	54		\$11,700
7. Proposition 218 Assistance	12	0	14	26	\$5,000	\$10,100
TOTAL PROJECT BUDGET	130	10	124	264	\$5,000	\$58,600

BILLING RATE SCHEDULE 2025/2026

Lechowicz & Tseng's hourly rates are \$250 for principals, \$150 for financial analyst II, and \$120 for financial analyst I. Professional time rates include all overhead and indirect costs. Direct expenses incurred on behalf of the client will be billed at cost. Direct expenses include, but are not limited to:

- Travel, meals, lodging
- Automobile mileage (IRS rate)
- Printing and report binding
- Courier services and mailing costs
- Outside computer services or software development
- Special legal services



THANK YOU



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

2025 WATER & SEWER RATE STUDY PROFESSIONAL SERVICE AGREEMENT

This professional service agreement ("Agreement") is made and effective as of May 1, 2025, between the City of Bishop ("Agency"), a municipal corporation, and Lechowicz & Tseng Municipal Consultants, ("Consultant"), a limited liability company. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This Agreement shall commence on May 1, 2025 and shall remain and continue in effect until tasks described herein are completed, but in no event later than January 31, 2026 unless sooner terminated pursuant to the provisions of this Agreement.

II. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from Consultant, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this Agreement unless specifically agreed to in writing.

III. PERFORMANCE

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

IV. AGENCY REPRESENTATIVE

Agency's Public Works Director shall represent Agency in all matters pertaining to the administration of this Agreement, review and approve all products submitted by Consultant, but not including the authority to enlarge the Scope of Work identified in Exhibit A or change the compensation due to Consultant. Agency's Public Works Director shall be authorized to act on Agency's behalf and to execute all necessary documents which enlarge the Scope of Work or change Consultant's compensation, subject to Section V hereof.

V. PAYMENT

- A. The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed fifty-eight thousand, six hundred dollars and no cents (\$58,600.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Public Works Director. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Public Works Director and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.
- C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the Agency disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. TERMINATION OF AGREEMENT

- A. Except as otherwise provided herein below, either party may terminate this Agreement, or any portion hereof, by serving written notice of termination upon the other party at least ten (10) days prior to the date of termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Agency terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, less any disputed amounts. Upon termination of the Agreement pursuant to this section, the Consultant will submit an invoice to the Agency as provided herein above.

VII. DEFAULT

- A. Either party's failure to comply with the provisions of this Agreement shall constitute a default. In the event that either party is in default for cause under the terms of this Agreement, the affected party shall promptly notify the deficient

party of such default and following such notice shall have no obligation or duty to continue compensating or providing any work after the date of default and can terminate this Agreement immediately by written notice to the other party. If such failure hereunder arises out of causes beyond either party's control, and without fault or negligence, it shall not be considered a default.

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

VIII. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the Agency at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of the Consultant. With respect to computer files, Consultant shall make available to the Agency, at the Consultant's office and upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to Agency all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnification

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

B. Duty to defend

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

X. INSURANCE

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

XI. INDEPENDENT CONTRACTOR

- A. Consultant is and shall at all times remain as to the Agency a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Agency nor any of its officers, employees, or agents shall

have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the Agency. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against Agency, or bind Agency in any manner.

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

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE

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

XIV. NO BENEFIT TO ARISE TO AGENCY EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- ## XVI. NOTICES

To Agency: City of Bishop
P.O. Box 1236
Bishop, CA 93514
Attention: Agency Clerk

98

XVII. ASSIGNMENT

- A. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Due to the personal nature of the services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.
- B. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide Agency with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision identical to the one provided herein identifying Agency as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from Agency for such insurance.
- C. Alison Lechowicz may use assistants, under their direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of Alison Lechowicz from Consultant's employ. Should Alison Lechowicz leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

XVIII. LICENSES

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

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous

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

XXI. SEVERABILITY

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

XXII. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of Agency's Request for Proposal, Exhibit D, hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit A hereto. In the event of conflict, the requirements of Agency's Request for Proposal and this Agreement shall take precedence over those contained in the Consultant's proposal. The incorporation of the Consultant's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this Agreement or the relationship between Consultant and/or Agency, unless expressly agreed to in writing.

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

Lechowicz & Tseng Municipal Consultants
A limited liability company

By: _____
Alison Lechowicz, Principal

CITY OF BISHOP
A Municipal Corporation

By: _____
Karen Kong, Mayor

ATTEST:

By: _____
Robin Picken, Agency Clerk

APPROVED AS TO FORM:

By: _____
Dean Pucci, City Attorney

Attachments:	Exhibit A	Tasks to Be Performed
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal

EXHIBIT A

TASKS TO BE PERFORMED

STRATEGY AND IMPLEMENTATION PLAN

SCOPE OF WORK

Provided below is our suggested scope of services based on the scope outlined in the RFP which elaborates on our project approach and methodology. L&T will work with the City to finalize a scope tailored to meet your needs.



Task 1:
Data Gathering



Task 2:
Financial Plan



Task 3:
Cost Allocation



Task 4:
Rate Design



Task 5:
Report



Task 6:
Meetings &
Presentations



Task 7:
Prop 218
Assistance

Task 1 – Project Kickoff and Data Gathering

Kickoff Meeting

L&T will meet with City staff for a project kickoff meeting to review study goals, milestones, identify project team members, and determine roles and responsibilities.

Data Gathering

Assemble the necessary data to complete the study. Wherever possible, L&T will aggregate available information from the City's website and other public sources. The goal is to understand the City's financial standing, current rate structure, and utility billing information. A data needs list will be provided to the City prior to the kickoff call.

Task 2 – Financial Plan

Annual Revenue Requirements

With staff input, we will estimate future operating and capital expenditures to estimate annual revenue needs. We will factor in projections of growth, repairs and replacements, cost escalation, sewer flows, water conservation, regulatory compliance, and operational changes to ensure that all future expenses are included.

Review Reserve Fund Targets

This subtask involves reviewing the current operating and capital reserve balances for each utility and evaluating reserve targets for emergency reserves, rate stability reserves, long term capital reserves, short term capital reserves, or other categories as appropriate. At minimum, our analysis will review the age and condition of the systems, annual depreciation costs, and expenses related to emergencies.

Evaluate Debt Service Coverage

L&T will review budgets, audits, and bond disclosure documents to understand current debt obligations. We will determine current coverage ratios based on net operating revenues compared to annual debt service expenses. We will also evaluate if the utilities have capacity to take on debt at the current revenues. Our final rate recommendations will include projections to meet coverage requirements in the years to come.



Review Capital Improvement Needs

Our cash flow analysis will isolate the impacts of capital funding separate from increases needed to fund other utility expenses. Typically, L&T suggests three capital funding scenarios: 1) bare bones: fund only critical improvements, 2) priority funding: fund critical projects plus high-priority, level of service improvements, and 3) full funding: fund all proposed projects. We will work with the City to determine project affordability and adjust our rate recommendations accordingly. L&T will review various financing options to fund capital

needs, including pay-as-you-go/cash funding and other debt financing alternatives, such as State loans/grants, bank loans, and certificates of participation/bonds.

Cash Flow Projections

Annual revenue requirements and capital funding needs will be used to develop long-term cash flow projections summarizing the financial position of the utilities over the next 5 to 10 years. The cash flow projections will estimate rate increases needed to meet annual revenue requirements, debt obligations, and reserve fund targets.

Sensitivity Analysis

Based on input from the project team, L&T will incorporate rate sensitivity analysis to determine affordability. We will determine rate impacts under various scenarios, possibly including cash funding of projects, debt funding of projects, etc. Sensitivity analysis can often become an iterative process. L&T is flexible to run additional scenarios as needed.

Task 3 – Cost Allocation

Evaluate Customer Billing Data

We will evaluate historical and current billing data including customer counts, characteristics, and water supply data (if available). The basis for the rates will be the assignment of equivalent dwelling units (EDUs).

Functionalize Costs

Functionalization is the allocation of expenses by major operating activities for the utilities, including water supply, peak pumping, treatment, storage, transmission, overhead, and administration. Sewer categories will consist of customer service, flow, BOD, and TSS.

Allocation to Customer Classes

After costs have been categorized by function, costs are then allocated to each customer class based on estimated water demand and sewer flow and loading characteristics. The allocation to customer classes will be based on American Water Works Association best practices and meet the proportionality requirements of Proposition 218.

Task 4 – Rate Design

Assess Current Rate Structure and Customer Classifications

Review the current rate structures and customer classifications to assess the advantages and disadvantages of the existing systems and to determine compliance with industry standards and court rulings. While compliance with Proposition 218 will guide all our recommendations, additional criteria may include: the impact on customer bills, public understanding, revenue stability, ease of implementation, compatibility with the existing billing system, and staff effort needed for administration.

Rate Alternatives

Based on the criteria developed with staff and the cost of service analysis, we will identify alternative rate structures or modifications to the current water and sewer rate structures as appropriate. We understand that the current rate structure consists of flat rates for both water and sewer service based on the assignment of equivalent dwelling units (EDUs) to 22 different customer categories. To comply with Proposition 218's proportionality requirements, L&T recommends that this rate study include a

review of the City's current customer categories and impacts on the system. We will fully document all underlying water usage, flow, and pollutant estimates used in our analysis for each customer class. If modifications to the current rate structure such as a revision of the City's customer classes are needed or desired, we will work with the project team to phase in modifications, clearly explain why the changes are needed, and minimize the impact on ratepayers. We will outline the advantages and disadvantages of each option. Additionally, we will take into consideration staff's time and capabilities to administer any changes and will ensure the City's billing system can accommodate proposed rate structure adjustments.

This task includes a legal review of current and proposed rate design alternatives. As needed, we will coordinate with legal counsel. For the final study, we will present rate structure options that both meet the City's needs and relevant legal requirements. L&T will compare all our estimates and recommendations with those used by other local entities.

Survey of Local Rates

We will prepare a survey comparing current and proposed bills to other regional agencies. The survey will be summarized in tables and charts that can be used for outreach, presentations, and the final report. We can also prepare a bill comparison for different customer classes if desired. The final list of surveyed agencies will be determined by the City.



Bill Impacts

Based on the recommended rates, calculate the bill impacts for a sample of customers from various customer classes. Impacts on economically disadvantaged and fixed income customers will be weighed. If needed, develop an implementation plan to phase in adjustments.

Finalize Recommendations

Our final rate recommendations will include a five-year plan of proposed rates. The final plan will show projected rates for each customer class for each year.

Review and Update Other Service Charges

L&T can also update administrative fees (including fees for shut-down activities, back-flow devices, construction water meters, service shut-offs, etc.) as needed to address existing fee issues. Administrative fees for miscellaneous services are subject to Proposition 26 and should be based on the reasonable cost of service. L&T will review the City's current services and update the charges based on current costs. If warranted, L&T will interview staff to determine staff time and materials needed to provide each service. We will calculate fully burdened hourly rates, vehicle and equipment expenses (if applicable), and administrative overhead. We can also provide a survey of surrounding agencies to gauge whether miscellaneous fees are in line with other utilities.

Task 5 – Draft & Final Reports

Submit a draft summary report for review and feedback. The report will summarize findings and recommendations and discuss key alternatives when applicable. We will then incorporate all staff comments and update recommendations accordingly. The final report will reflect input received from staff and City Council. Our reports are intended to serve as the administrative record and will be compliant with Propositions 218 and 26.



Task 6 – Meetings & Presentations

To begin the study, we will hold a virtual kickoff meeting with the City as described in Task 1. As needed throughout the study, L&T proposes to conduct virtual meetings with the project team to review progress, answer questions, and revise the calculations. The next steps are to provide a presentation of our draft findings to the City Council, revise our recommendations as needed, and provide a presentation of our final recommendations to the Council. Our final meeting will be to attend the Proposition 218 public hearing for rate adoption. In total, our proposal includes two (2) in-person meetings, with the remaining meetings conducted virtually. L&T will prepare PowerPoint files and accompanying documents in advance for project team review and inclusion with meeting materials.

Task 7 – Proposition 218 Assistance

L&T will coordinate and conduct all deliverables associated with compliance with Proposition 218 including: aggregating the ratepayer and property owner mailing lists, drafting the Proposition 218 notice, translating the notice into Spanish, printing the notices, and certifying the mailing of the notices. The actual cost of mailing the Proposition 218 notice is a separate charge and will be based on the number of mailers and printing costs.

L&T recommends public agencies use the Proposition 218 notice as an outreach opportunity to explain why the rate adjustments are needed and to highlight what has been done to help reduce costs. If requested, L&T will also draft additional outreach materials for customers such as newsletters and FAQs. We will coordinate with the City's legal counsel for review of all Proposition 218 materials.

EXHIBIT B
PAYMENT SCHEDULE

FEE PROPOSAL

NOT TO EXCEED FEE

The following table outlines Lechowicz & Tseng Municipal Consultants' proposed budget by task. Our not to exceed Fee Estimate includes two (2) in-person meetings and printing and mailing of the Proposition 218 notices. L&T is flexible to attend meetings virtually instead of in-person to reduce the budget. Additional in-person meetings can be added for a fee of \$2,500 per meeting. L&T will invoice the City monthly for time and materials. The budget shown below is valid for 90 days. The total "not to exceed" budget for the study including expected reimbursable expenses is \$58,600.

PROJECT TASKS	HOURS				DIRECT EXPENSES	BUDGET
	Lechowicz Project Manager \$250/hour	Tseng Peer Review \$250/hour	Mills Financial Analyst II \$150/hour	Total		
1. Kickoff & Data Gathering	4	0	6	10		\$1,900
2. Financial Plan	32	2	24	58		\$12,100
3. Cost Allocation	12	0	10	22		\$4,500
4. Rate Design	14	0	16	30		\$5,900
5. Draft & Final Reports	24	4	36	64		\$12,400
6. Meetings & Presentations	32	4	18	54		\$11,700
7. Proposition 218 Assistance	12	0	14	26	\$5,000	\$10,100
TOTAL PROJECT BUDGET	130	10	124	264	\$5,000	\$58,600

BILLING RATE SCHEDULE 2025/2026

Lechowicz & Tseng's hourly rates are \$250 for principals, \$150 for financial analyst II, and \$120 for financial analyst I. Professional time rates include all overhead and indirect costs. Direct expenses incurred on behalf of the client will be billed at cost. Direct expenses include, but are not limited to:

- Travel, meals, lodging
- Automobile mileage (IRS rate)
- Printing and report binding
- Courier services and mailing costs
- Outside computer services or software development
- Special legal services

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least \$1,000,000).

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

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance and required endorsements to Agency as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept

on file with Agency for the contract period and any additional length of time required thereafter. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

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

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

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

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

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

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

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

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

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the Agency, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all

other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to Agency for review.

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

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

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

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

EXHIBIT D
REQUEST FOR PROPOSAL

City of Bishop, California

Request for Proposals (RFP) Water and Sewer Rate Study



**Proposals must be submitted as hardcopy, no later than
2:00 p.m. on March 31, 2025**

Late Proposals will not be accepted

NOTICE IS HEREBY GIVEN that proposals for the City of Bishop **Water and Sewer Rate Study** will be received from qualified firms to conduct comprehensive rate studies for water and sewer. Responses to this Request for Proposal (RFP) will be received at the City of Bishop, Department of Public Works, 337 West Line Street, Bishop, CA 93514 **until 2:00 pm on Monday, March 31, 2025.**

The City will receive questions concerning the Request for Proposal via email to Michele Rhew, Public Works Secretary, at mrhew@cityofbishop.ca.gov until 4:00 pm Monday, March 10, 2025. The City will respond to questions no later than Wednesday, March 19, 2025. An email address must be registered with Michele Rhew as a potential bidder in order to receive proposal addendums, including answers to inquiries and questions.

Sole responsibility rests with the bidder to ensure that their proposal is received on time at the stated location, either in person, or via mail, or express delivery. Proposals received after the established date and time will not be considered, and any proposals so received shall be deemed non-responsive and returned to the bidder.

Proposals shall conform to the specification of the Request for Proposals. The City reserves the right to accept or reject any or all proposals or any combination thereof, to waive any informality or irregularity in the proposal and evaluation process and make award in the best interest of the City. Bidder(s) must bid on all sections to be considered a responsive proposal.

Proposal Forms: Proposals shall include the total cost and be signed by an authorized company representative. The proposals shall be submitted by the deadline in one sealed envelope entitled: **City of Bishop Water and Sewer Rate Study.**

Project Award: The contract will be awarded based on a combination of evaluation criteria from a responsive and responsible bidder. The City will make a single award for all items within the scope of work.

The City reserves the right to reject any or all bids or any parts thereof and to waive any irregularities or informalities in any bid or in the bidding process and to make a contract award in the best interest of the City.

No bidder may withdraw their bid for a period of sixty (60) calendar days after the date set for the opening of bids.

CITY OF BISHOP, Dated February 18, 2025
Published by: Michele Rhew, Public Works Secretary
Published on: February 18, 2025

Table of Contents

1.0 Introduction	3
1.1 Project Description And Objectives.....	3
1.2 Background Information.....	3
2.0 Rate Study Services	3
2.1 Scope Of Services.....	3
2.2 Summary Report And Project Documentation	4
2.3 Proposition 218 And Meetings	5
3.0 Proposal Submission	5
3.1 RFP Time Schedule	5
3.2 Number Of Copies And Delivery	5
3.3 Format And Content	6
3.4 Proposal Evaluation	7
3.5 Final Evaluation – Presentation	7
3.6 Negotiations	7
3.7 Proposer Responsibilities	7
4.0 Initiation/Kick Off Meeting	7
5.0 City Business License	7
6.0 Public Records	7

1.0 INTRODUCTION

1.1 PROJECT DESCRIPTION AND OBJECTIVES

The City of Bishop (City) is soliciting proposals from qualified consulting firms to conduct comprehensive rate studies for water and sewer. The focus of these studies is to ensure the City's water and sewer utilities have sufficient, defensible funding to meet their operational, capital, current, and proposed debt service obligations and those utility rates are set proportionate to the cost of providing service to each customer class.

1.2 BACKGROUND INFORMATION

The city is responsible for providing water and sewer services to approximately 1,172 customers (815 residential, 357 commercial). Water consumption is seasonal and varies throughout the year. The permanent population is about 3,800, however the City's economy is largely tourism based. The city has owned and operated the water and sewer system for city residents since about 1903, the year the city was founded.

Water and sewer rates in the City of Bishop are currently "flat rate" and based on Equivalent Dwelling Units (EDU). Bishop's flat rate system uses 22 customer categories. The rates for each category are related to single family residences (defined as one EDU) through factors for each category. The rates for the 2023/2024 fiscal year and past rate studies are available at the city website on the [Public Works page](#).

Most water service connections are not metered. There are approximately 80 meters throughout the system to represent all 22 customer categories. While these meters are still read, they are not used for billing purposes.

The city is also currently planning and designing a new regional wastewater treatment facility which is anticipated to be constructed within the next 5 to 7 years.

2.0 RATE STUDY SERVICES

2.1 SCOPE OF SERVICES

The Consultant will analyze the current rate structure, utility operations, and capital needs to provide recommendations on a new rate structure(s).

The following criteria shall apply to each of the rate studies:

- Evaluate the existing rate structures for conformance with existing statutory regulations and make recommendations for any changes that are necessary to achieve compliance.
- Evaluate the current and future cost of providing services in conformance with established or anticipated changes to standards and regulations.
- Develop an understanding of the existing rate structures and the assumptions underlying cost distribution to the various rate categories.

- Quantify the expected impacts that will occur with implementation of the City's capital improvement plans and master plans.
- Provide justifications for any special classes of customers under the recommended rate structure.
- Demonstrate that costs from any proposed modifications are equitably distributed in proportion to the benefit received by the various rate payers.
- Recommend rate structures that will be planned for at least five years and presented for adoption by Council.
- The benefits of any proposed rates shall be weighed against the financial impacts of ratepayers.
- Present research and compare rates structures and rates for comparable agencies.
- Ensure compliance with and provide support and expertise for Proposition 218 process related to any rate adjustment.
- Represent city on the subject of the rate study at public meetings and hearings including Bishop City Council meetings. Present the study at these meetings. At least two meetings should be included in the proposal.

2.2 SUMMARY REPORT AND PROJECT DOCUMENTATION

Upon completion of all tasks, except the Prop 218 hearing, the Consultant will provide a draft summary report detailing its findings and conclusions. After review by the City, the Consultant will make the necessary changes and submit seven (7) copies of the final report. In addition, all reports by the Consultant will be provided to the City in electronic format.

In making its rate recommendations, the final reports shall explicitly include the following elements and analysis:

1. **Current Rate Structure:** Assess the current rate structure's suitability for sustaining cost recovery based on customer demands.
2. **Equity:** Assess the equity of recommended water and sewer rates for all types of property ownership.
3. **Other Service Charges:** Assess existing customer service fee structure and identify other potential areas for service and system charges (shut-down activities, back-flow devices, construction water meters, service shut-offs, etc.) and recommend changes, if appropriate.

2.3 PROPOSITION 218 AND MEETINGS

The Consultant will be responsible for ensuring the city complies with all Proposition 218 requirements. Specific tasks include, but are not limited to, preparation of the written public notice, providing all printed materials, presentations, and logistical support for the public hearing, consideration of comments, and managing the protest process and addressing protests as necessary. After the public hearing and protest period, a summary and documentation of adherence to Proposition 218 rules will be provided.

Upon conclusion of the Proposition 218 process, the Consultant will present the proposed rate changes, along with a summary of the rate study and Proposition 218 process, to City Council for their consideration to adopt the new rates.

3.0 PROPOSAL SUBMISSION

3.1 RFP TIME SCHEDULE

- Request for Proposal Available – February 18, 2025
- Inquiry Deadline (no questions after this date) – **4:00 pm March 10, 2025**
- Proposals Due – **2:00 pm on March 31, 2025** *late proposals will not be accepted
- Evaluation of Proposals – Scheduled to begin April 1, 2025
- Top three consultants provide 30-minute presentation – Scheduled for the week of April 7, 2025
- Final Selection – April 16, 2025
- City Council Recommendation – April 28, 2025
- Notice to Proceed (Tentative) – April 29, 2025

3.2 NUMBER OF COPIES AND DELIVERY

Three (3) copies of the proposal shall be submitted to the following address:

**City of Bishop, Public Works Department
Attn: Michele Rhew
377 West Line Street
Bishop, CA 93514**

“City of Bishop Water and Sewer Rate Study”

The proposal title, consultant's name, and deadline information shall be clearly identified on the submission package and cover page. Submission deadline is **2:00 pm on Monday, March 31, 2025**. Proposals submitted after that time shall not be considered.

All questions regarding the scope of work shall be submitted to Michele Rhew, Public Works Secretary, via e-mail at mrhew@cityofbishop.ca.gov. The deadline to submit questions is 4:00 pm on March 10, 2025.

Any subsequent changes in RFP from the date of preparation to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall sent via email to all contact email addresses provided and posted on the City's website at www.cityofbishop.ca.gov.

3.3 FORMAT AND CONTENT

Proposals should be prepared in a straightforward manner using a table of contents and page numbering. Proposals should address the following items in order of appearance:

A. Cover letter

The cover letter shall be provided which explains the firm's interest in the project. The letter shall contain name/address/phone number of the person who will serve as the firm's principal contact person.

B. Qualifications of Firm/Project Team

Provide names, titles, and responsibilities of key personnel who will be responsible for the management of the project. Include qualifications, resumes, experience of each, and length of time with the company.

C. References

Give at least three (3) references for projects of similar size and scope, including at least two (2) references for projects completed during the past five years. Include the name and organization, a summary of the work, the cost of the project, and the name and telephone number of the responsible contact person.

D. Strategy and Implementation Plan

Prepare a list of tasks to address the Scope of Work. Describe the firm's interpretation of the City's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of the RFP. The narrative should include a description of the logical progression of tasks and efforts. Also include an explanation of the type of technology that will be used. This section shall also include a time schedule for the completion of the project and an estimate of time commitments from City staff.

E. Proposed quality assurance program (QA/QC)

Explain the firm's quality assurance program and the proposed approach for implementing the plan with this project.

F. Fee Proposal

The Fee Schedule shall be broken down as follows:

- A "Not to Exceed" fee for all services listed. Man-hours and billing rates per classification of personnel will be indicated for each task and/or subtask.
- Provide a total fee for the proposal, including expected reimbursable expenses (non-binding), for completion of the scope of services set forth in the proposal.

- All printing and reproduction costs, research, meetings, mileage, telephone usage, general office supplies, and overhead, etc., shall be included in the proposal and its “Not to Exceed” Fee schedule.

3.4 PROPOSAL EVALUATION

Proposals will be evaluated based on the following criteria:

- Responsiveness to the RFP.
- Consultant qualifications, project understanding, and overall experience.
- Technical Competency (qualifications and proven ability to collect and complete the data analysis and reporting).
- Results of reference checks.
- Proposed methodology and ability to meet the scope of work and technical specifications.
- Project Schedule.
- Proposed QA/QC plan.

3.5 FINAL EVALUATION – PRESENTATION

The top three candidates will be requested to do a 30-minute (max.) presentation to the RFP Committee regarding the consultant’s understanding of the scope of work and proposed approach for meeting the requirements of the RFP.

3.6 NEGOTIATIONS

In an effort to manage the resources available for this project, the City may find it necessary to negotiate tasks, include contingencies for additional meetings or workshops, and address other factors identified by the Proposer not contemplated in this document or the City’s standard agreement.

3.7 PROPOSER RESPONSIBILITIES

The selected proposer will assume responsibilities for all services in its proposal. The selected proposer shall identify a sole point of contact with the greatest knowledge in regard to the required service operations and contractual matters, including payment of any and all charges resulting from the Agreement.

4.0 INITIATION/KICK OFF MEETING

The successful proposer will be required to meet with City staff prior to commencement of services or at any time as required by the City, to discuss and agree on operational issues including transition of services and scheduling.

5.0 CITY BUSINESS LICENSE

The selected proposer shall be required to obtain a City of Bishop Business license prior to commencing any work in Bishop.

6.0 PUBLIC RECORDS

Proposals will become public record after award of contract. Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act.



Agenda Item: 11.B
Date of Meeting: April 28, 2025
Department: Public Works

STAFF REPORT

To: City Council
From: Nora Gamino
Subject: **Approval of Procurement for Variable Frequency Drive and Transformer Installation at the City Wastewater Treatment Plant**
Prepared On: April 22, 2025
Attachments: 2025 Sewer VFD Purchase Order 4.25
Eldridge Estimate
Backup documentation on quotes

Background/History:

The City's wastewater treatment plant is currently experiencing operational challenges with its sludge pumping equipment. The system relies on Variable Frequency Drives (VFDs) to regulate pressure in the sludge transfer lines, which is essential for consistent operation and protection of the piping system.

The plant includes two sludge pumps, each paired with a dedicated VFD to allow alternating use. In 2020, the City purchased two replacement sludge pumps. However, due to ongoing power quality issues and VFD malfunctions, only one of the new pumps has been installed. As a result, the plant is operating with one newer sludge pump and VFD, and one very old sludge pump and VFD—both of which are obsolete.

The new VFD, installed within the last couple of years, has been consistently tripping, even when not in use. This problem is attributed to unstable or "dirty" power, a known issue at the plant due to its location at the end of the power distribution line.

Analysis/Discussion:

To resolve these issues, staff solicited quotes for the purchase and installation of a new VFD, an isolation transformer, and two disconnect switches. The transformer is necessary to stabilize incoming power before it reaches the VFDs, thereby protecting the equipment from electrical surges and fluctuations. The selected transformer will be sized to support both VFDs.

Eldridge Electric and Son, Inc. submitted a comprehensive proposal for the procurement and installation of the required equipment. The proposal includes:

- A 3-phase, 34 kVA, 240V-240Y/139V isolation transformer (25–35 day lead time),
- Two 30-amp fused disconnect switches,
- A 240VAC, 3-phase ACQ580 VFD in a 3R enclosure (4–6 week lead time),
- Startup and commissioning services (which extend the warranty from 18 to 30 months),
- As-built drawings and labor at prevailing wage rates.

The estimated time for on-site work is five business days.

Two additional vendors were contacted in accordance with the City’s purchasing policy. Both vendors indicated that they do not wish to provide a quote, as the scope of work is outside their technical capabilities.

Failure to complete this project poses a significant operational risk. Without a reliable sludge transfer system, the plant may be unable to deliver sludge to the digesters, potentially causing them to go sour. This would severely damage or halt the entire treatment process and could result in regulatory violations and costly emergency repairs.

Economic Impacts:

While the cost of this procurement is defined and expected, the economic risks of inaction are substantial. A failure in the sludge transfer system could lead to digester failure, triggering emergency response costs, regulatory penalties, and significant repair expenses.

Budget Impacts:

This item is not currently included in the Fiscal Year 2024–2025 Budget. A budget adjustment is proposed to allocate funds from the Sewer Fund, expense account 002-051-56027 (capital improvement), to cover the cost. Delaying this work until the Fiscal Year 2025–2026 budget cycle would likely increase the cost by an estimated 5–10% due to anticipated contractor rate adjustments.

Legal Review:

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

Recommended Action:

Staff recommends that the City Council:

1. Approve the procurement and installation of a Variable Frequency Drive (VFD) and transformer by Eldridge Electric and Son, Inc. in the amount of \$29,518.37;
2. Approve the corresponding budget adjustment; and
3. Authorize the Public Works Director to execute the necessary purchase agreement.

Approved By: Ethan Aukee 4/24/2025

Approved By: Robin Picken 4/24/2025

Approved By: Dean Pucci 4/24/2025

Approved By: Deston Dishion 4/24/2025

PURCHASE ORDER

CITY OF BISHOP

POST OFFICE BOX 1236

BISHOP, CA 93514

(760) 873-5863

SHIP TO:

980 Poleta

Bishop, CA 93514

DATE: 4/22/2025

To: Eldridge Electric and Son, Inc.

169 E Line St

Bishop, CA 9+3514

Expense Account:

002-051-56027 100%

PO #

Quantity	Description		
	Variable Frequency Drive and Transformer		
	• 3-phase, 34 kVA, 240V-240Y/139V isolation transformer		
	• Two 30-amp fused disconnect switches 240VAC, 3-phase ACQ580 VFD in a 3R enclosure		
	• Startup and commissioning services (which extend the warranty from 18 to 30 months)		
	• As-built drawings and labor at prevailing wage rates.		
		Materials	\$11,050.00
		Labor	\$15,501.49
		Sales Tax	\$ 966.88
		Start up	\$ 2,000.00
		Total:	\$ 29,518.37

PUBLIC WORKS DIRECTOR

CITY OF BISHOP PURCHASING AGENT

By: _____
Nora Gamino

By: _____
Ethan Aukee

INSTRUCTIONS TO VENDORS

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

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



169 E. Line ST. BISHOP, CA. 93514
CA LIC. #845483
OFFICE 760 873 9140

PROPOSAL

April 14th, 2025

TO: Hector Martinez
City of Bishop
hmartinez@cityofbishop.ca.gov

JOB: Sewer Plant VFD

Work Description:

Installation of a new 3ph, 34kva, 240v-240Y/139v Isolation transformer.

XFMR lead time is 25-35 days from date of order.

Two 30 amp 240 volt disconnect safety switches, fused.

One, ACQ580-PD-024A+Bo58+J429 Variable Frequency Drive, 240VAC, 3PH, with a 3R enclosure.

VFD lead time is 4-6 weeks from date of order.

Start up pricing included in quote, start up includes a warranty extension for 30 months, without start up warranty is 18 months.

As built drawing to be provided upon completion of work.

Labor is estimated at prevailing wage rates.

Work is estimated to take 5 working days.

Price is good for 30 days.

Our price for this job is. \$ 29,518.37

Materials:	\$ 11,050.00
Tax:	\$ 966.88
Labor:	\$ 15,501.49
Startup:	\$ 2000.00
Permit:	\$ 0

Exclusions:

Overtime

Sincerely,
Shawn M Kilgore
Owner
Eldridge Electric and Son, INC
Shawn@eldridgeelectric.com



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

April 22, 2025

VFD Purchase Order Documentation

Re: Procurement for Variable Frequency Drive and Transformer Installation at the City Wastewater Treatment Plant

I have reached out to 3 electricians (companies) in hopes of receiving a quote to add a separate enclosure, (2) 30 amp disconnect safety switches, an isolation transformer and replacing existing VFD with an XFMR which would serve our newer sludge pump at the WWTP. The existing VFD continually goes into fault mode as the consequence of the environment it's currently in. Once this issue is solved, we can move forward with an additional alike VFD that would allow us to drop a brand-new sludge pump in place of our old one as replacement parts are obsolete, the City of Bishop already has a replacement pump that has been sitting in a crate for some time. The separate enclosure would provide adequate air flow for the VFD's as well as keeping the mice out of the wiring and lessen methane corrosiveness. Both of which have been a factor in our issues. The isolation transformer would help with fluctuations in power, caused by nearing the end of the line. Lastly, the disconnects would provide "SAFETY" when isolating is required.

- Aries Electric has done some work for the City of Bishop and voiced they do not feel comfortable performing this type of work.
- Carrillo Electric has done some work for the City of Bishop and is not comfortable with the full scope of work and therefore will not provide a quote.
- Eldridge Electric has done some work for the City of Bishop and is the only company that has provided me with a quote, see attached.

Prepared by:
Hector Martinez
Public Works, Supervisor