



CITY OF BISHOP

CITY COUNCIL MEETING AGENDA

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

MONDAY, JANUARY 26, 2026 - 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. All written public comments received prior to the above noted time will be distributed to the Council for their review and consideration prior to the meeting. All written public comments received after that time 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, January 26, 2026
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. **PRESENTATIONS**
 - A. **A Presentation on the Valley Apartments** - Presented by Eastern Sierra Community Housing Executive Director Patricia Robertson.
[ESCH Presentation - January 26, 2026](#)
 - B. **A Presentation on Wild Iris** - Presented by Wild Iris Family Counseling and Crisis Center/CASA of the Eastern Sierra Executive Director Dominic Hays.
[Wild Iris Presentation - January 26, 2026](#)
[Wild Iris Brochure](#)
7. **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 Daniel McElroy
 - E. Planning Department - Principal Planner Ana Budnyk
 - F. Administration - City Administrator Pam Foster
8. **BISHOP AREA CHAMBER OF COMMERCE & INFORMATION CENTER UPDATE**

Prepared by Bishop Area Chamber of Commerce and Information Center Executive Director Tawni Thomson and presented by Bishop Chamber Board President Robert Sharp.

 - A. **Bishop Area Chamber of Commerce and Information Center Update Report - January 26, 2026**
[BACCIC Report - January 26, 2026](#)
9. **CONSENT CALENDAR**
NOTICE TO THE PUBLIC: All matters under the Consent Calendar are considered routine by the City and will be acted on by one motion.
 - A. **City Council Meeting Minutes**
Recommended Action: Council consideration to approve the City Council Meeting Minutes for: November 10, 2025 Special Joint Meeting with the Bishop Rural Fire Protection District Board of Commissioners, November 10, 2025 Regular Meeting, and December 8, 2025 Regular Meeting.

B. City Council Regular Meeting Cancellation Notices

Recommended Action: Council is requested to receive and file the attached November 24, 2025 and December 22, 2025 City Council Regular Meeting cancellation notices.

[November 24, 2025 Regular Meeting - Cancellation Notice](#)

[December 22, 2025 Regular Meeting - Cancellation Notice](#)

C. A Resolution Approving Guidelines for the Submission and Tabulation of Protests in Connection with Rate Hearings

Recommended Action: Council consideration to adopt a Resolution approving Guidelines for the Submission and Tabulation of Protests in connection with rate hearings conducted pursuant to Article XIIID, Section 6 of the California Constitution.

[Reso No. 2026-XX Majority Protest Tabulation](#)

D. ORDINANCE - Second Reading and Adoption of an Ordinance Repealing and Replacing Chapter 13.06 Relating to Cross-Connection Control

Recommended Action: Council consideration to approve the second reading and adoption, by title only, an ordinance repealing and replacing Chapter 13.06 of Title 13 of the Bishop Municipal Code relating to Cross-Connection Control.

[Ordinance No. XXX Update to Title 13 Cross-Connection Control](#)

E. ORDINANCE - Second Reading and Adoption of an Ordinance Repealing and Replacing Chapter 17.75 (Accessory Dwelling Units and Junior Accessory Dwelling Units)

Recommended Action: Approve the Second Reading and adopt the proposed ordinance by title only.

[Ordinance - Repealing and Replacing Ch. 17.75 ADU and JADU - 2026 01 26](#)

[Exhibit A - CHAPTER_17.75.____ADU_and_JADU](#)

F. Challenger Sports - Letter of Extension

Recommended Action: Council to approve the Challenger Sports Agreement Letter Extension for a term of one year with the term ending on January 21st, 2027.

[Vendor_Agreement Challenger Sports 2024 02 12.pdf](#)

[Letter of Agreement - Bishop P&R \(1\).pdf](#)

[Letter of Agreement - Bishop P&R 2026.pdf](#)

[CITY OF BISHOP Challenger Sports - signed.pdf](#)

10. NEW BUSINESS

A. City Council Discussion on Striping Options of the Upper Tennis Courts

Recommended Action: Provide staff direction on the striping of the Tennis Courts in advance of the Tennis Court Resurfacing Project.

B. A-Frame Building - Proposal to Provide Environmental Support Services for the City of Bishop Chamber of Commerce/Visitor's Center Project

Recommended Action: Council consideration to approve the Environmental Support Services agreement with Helix Environmental for the CEQA compliance, Biological Resource Evaluation, Historic Resource Evaluation, and Preparation of

Aquatic Resource Permit Applications associated with the demolition of the A-Frame Building in City Park.
[Helix Environmental Planning Proposal](#)

11. FUTURE AGENDA ITEMS

12. COUNCIL AND COMMITTEE REPORTS

13. ADJOURNMENT

Monday, February 9, 2026 at 6:00 p.m. Regular Meeting in the City Council Chambers



EASTERN SIERRA
COMMUNITY HOUSING

Serving Inyo, Mono, and Alpine counties since 2013

City of Bishop, City Council
January 2026

OUR VISION

Communities in the Eastern Sierra thrive because everyone has access to safe, affordable, quality housing.

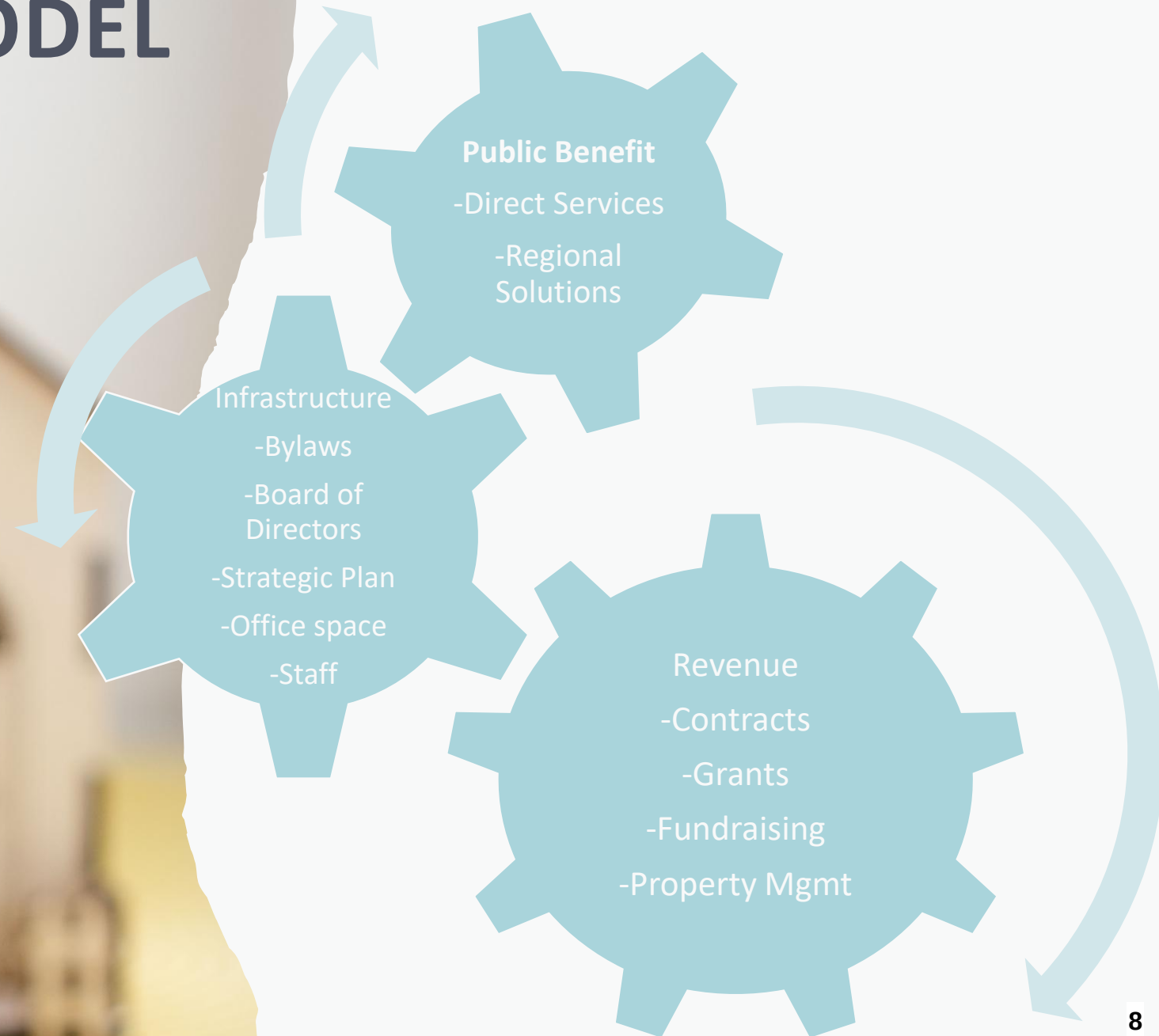


OUR MISSION

To support community housing for a viable economy and sustainable community.



OUR BUSINESS MODEL



Our Board of Directors



President

Tom Hodges



Vice President

Heidi Steenstra



Treasurer

Sarah Nuttall



Board Member

Jennifer Kreitz



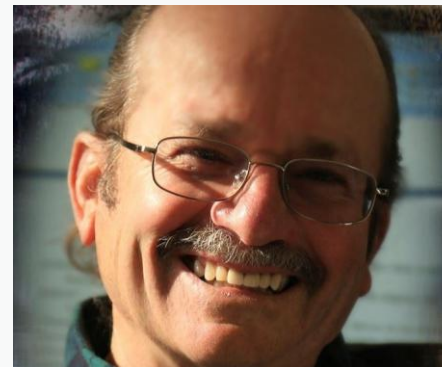
Board Member

Brian D'Andrea



Board Member

Amanda Rice

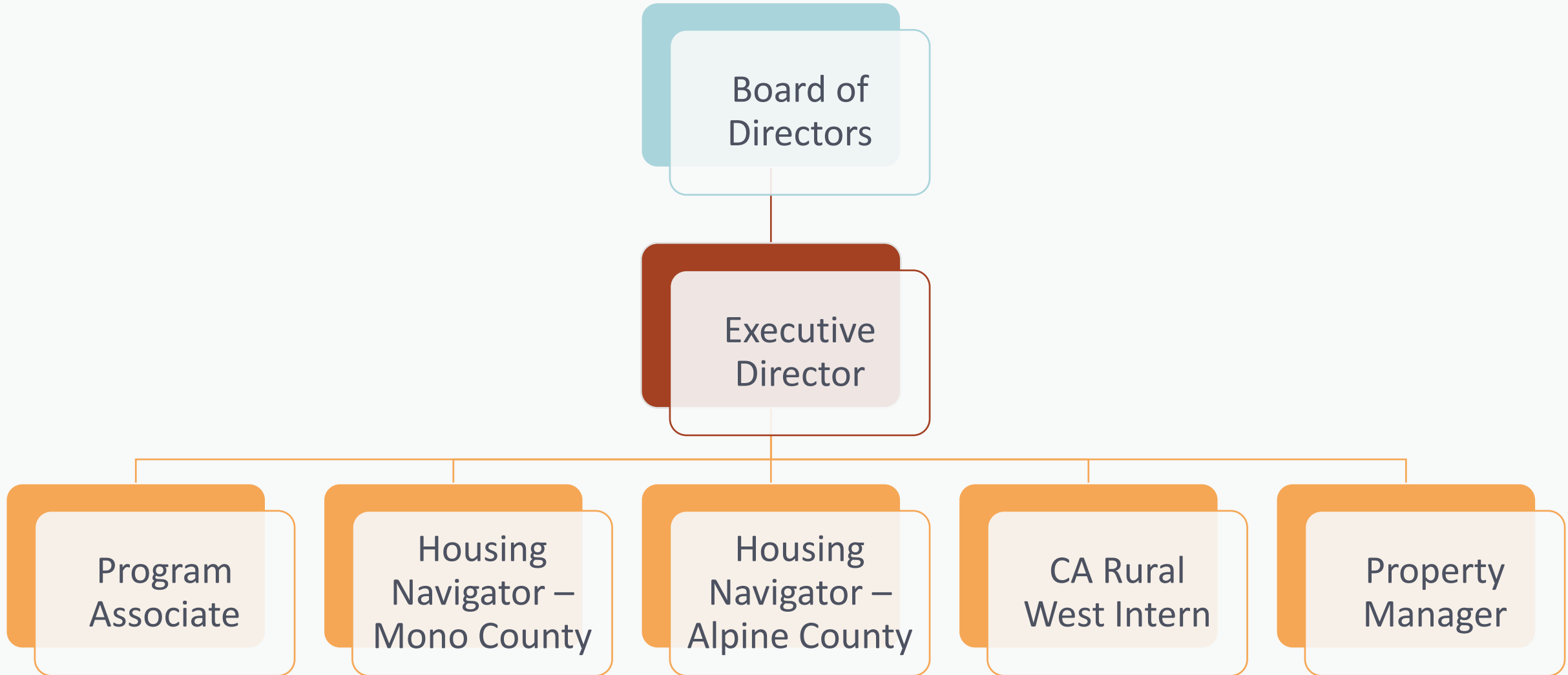


Board Member

Kirk Stapp

**Currently in the
process of filling
2 vacancies for
low-income
representation**

Our Staff



THE “WHY” OF OUR WORK



2023 - 2026 *Strategic Plan*

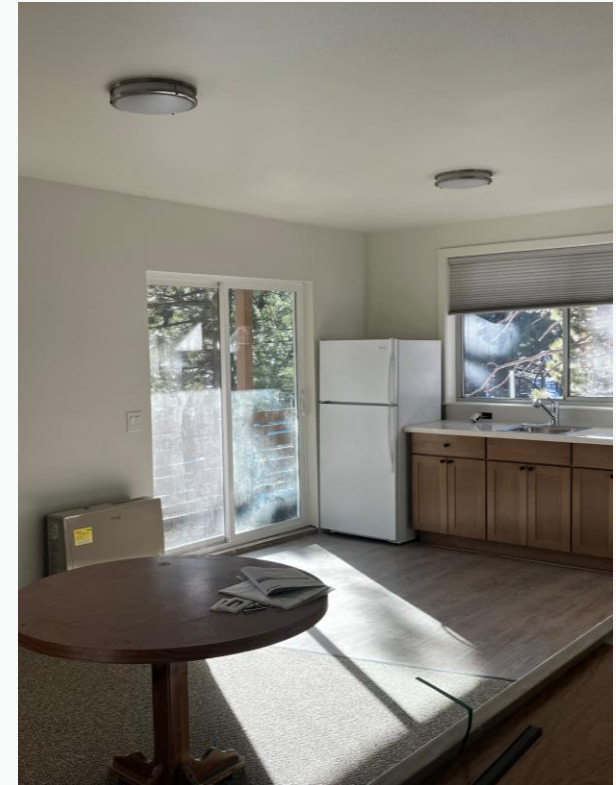
- Build & Facilitate Community Housing
- Grow Housing Programs & Services
- Expand Diversity & Funding
- Enhance Communication & Outreach
- Strengthen Organization Capacity

Innsbruck Lodge

- Purchased in 2022
- Fully occupied in Summer 2025
- 15 apartments and 1 manager's unit
- Serve tri-county region



Finished Apartments



Access Apartments

A photograph of a building under construction. The building features vertical siding in two colors: a dark blue-grey on the lower portion and a light tan or beige on the upper portion. The left side of the building is partially covered in white Tyvek HomeWrap, which has the brand name and logo printed repeatedly. Several windows are visible, some of which are small and rectangular. A ladder is leaning against the right side of the building. The sky is overcast with grey clouds, and a bright light source, likely the sun, is visible near the top center. Pine tree branches are visible in the upper left and right corners. A pile of white material, possibly snow or insulation, is in the foreground on the right.



OCTOBER 1, 2024



OCTOBER 28, 2024



NOVEMBER 26, 2024

Access Apartments Progress!

238 Sierra Manor Road, Mammoth Lakes, CA



FUNDING STACK	
SOURCES	Amount
CDBG	\$7,193,533
Land Donation	\$50,000
Town of Mammoth Lakes	\$2,200,000
Mono County	\$600,000
CESH	\$60,000
Continuum of Care	\$15,000
Private Donations	\$189,000
Library Fee Waiver	\$20,000
Deferred Dev Fee	\$416,000
Section 4	\$45,000
Owner Investment	\$268,308
In-Kind Consulting	\$3,600

LARGE DONORS

- Sharon Alper
- Anthem
- Alterra Community Foundation
- US Bank
- Eastern Sierra Community Bank
- Century Housing

Congressional Recognition

Senator Kevin Kiley
US Senate District 3

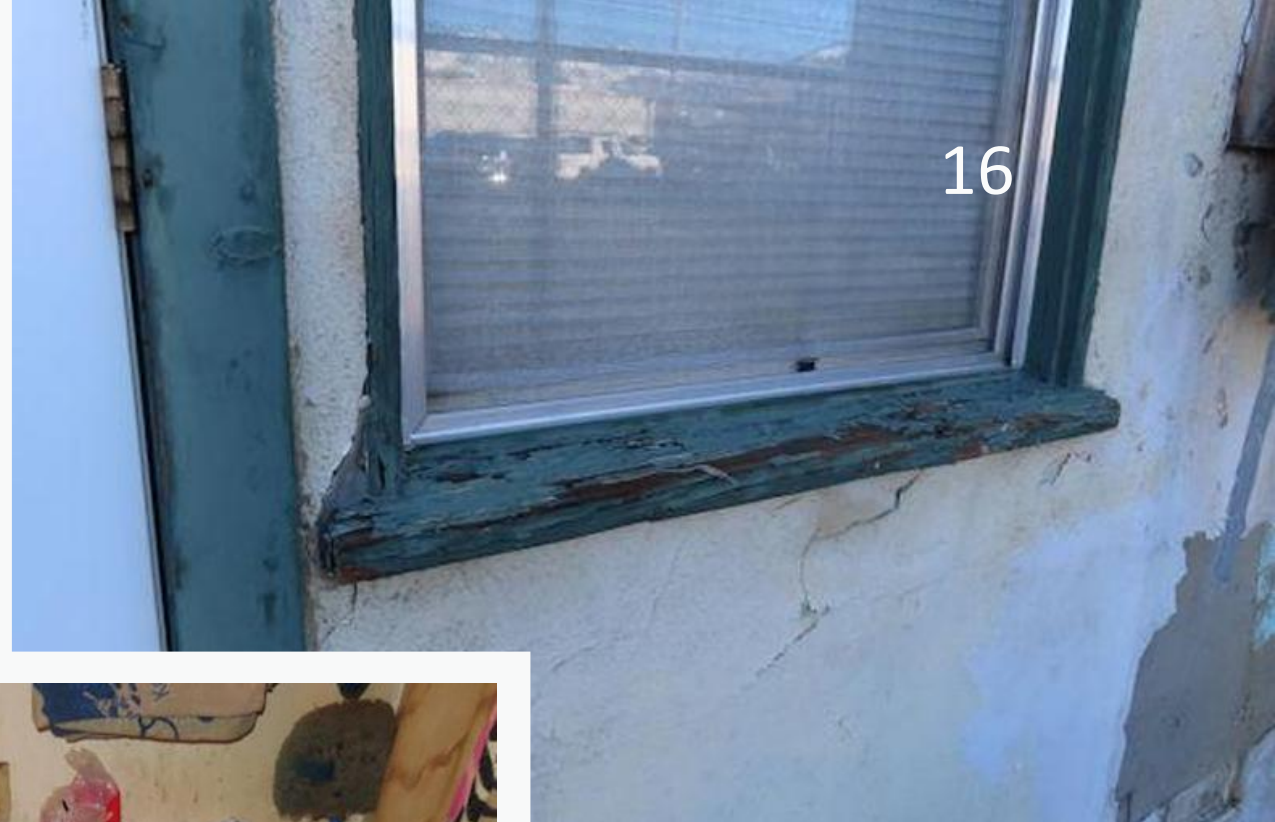


Valley Apartments – Preservation Project

City of Bishop

- In escrow since 2022
- \$4.8M State Grant – December 2024!
- 19 apartments
- 2025 – RFP for architectural
- Temporary Relocation
- Construction Loan
- Engage GC
- Construction – 18 months





Capital Needs Assessment – 2025

- Lead and asbestos remediation
- Critical repairs = \$1,638,200
- Repairs needed in Years 1-5 = \$1,056,633 (required by funding)
- Cost estimate \$4.9M
 - Does not include soft costs (fees, relocation, architecture, etc.)
 - Construction loan costs (origination, interest, etc.)
 - Does not include transition reserves to ensure low-income rents can cover operating costs

Funding Stack

Source	Amount	Committed?
Portfolio Reinvestment – HCD	\$4.8M	Y
Continuum of Care	\$150,000	Y
Inyo County - PLHA	~\$650,000	In negotiation
City of Bishop - PLHA	~\$400,000	In negotiation
City of Bishop – ProHousing	\$150,000	Possibility
State Dept. of Housing & Community Development – other	~\$3M	Possibility

Next Steps

- 1/22/26 – IMACA Board Meeting to extend purchase option
- Negotiations with HCD on PRP funding, scope of work, and timeline
- Negotiations with Inyo County and Bishop for PLHA funding
- Engage with General Contractor
- Engage Relocation Consultant
- Proposed completion: May 2027



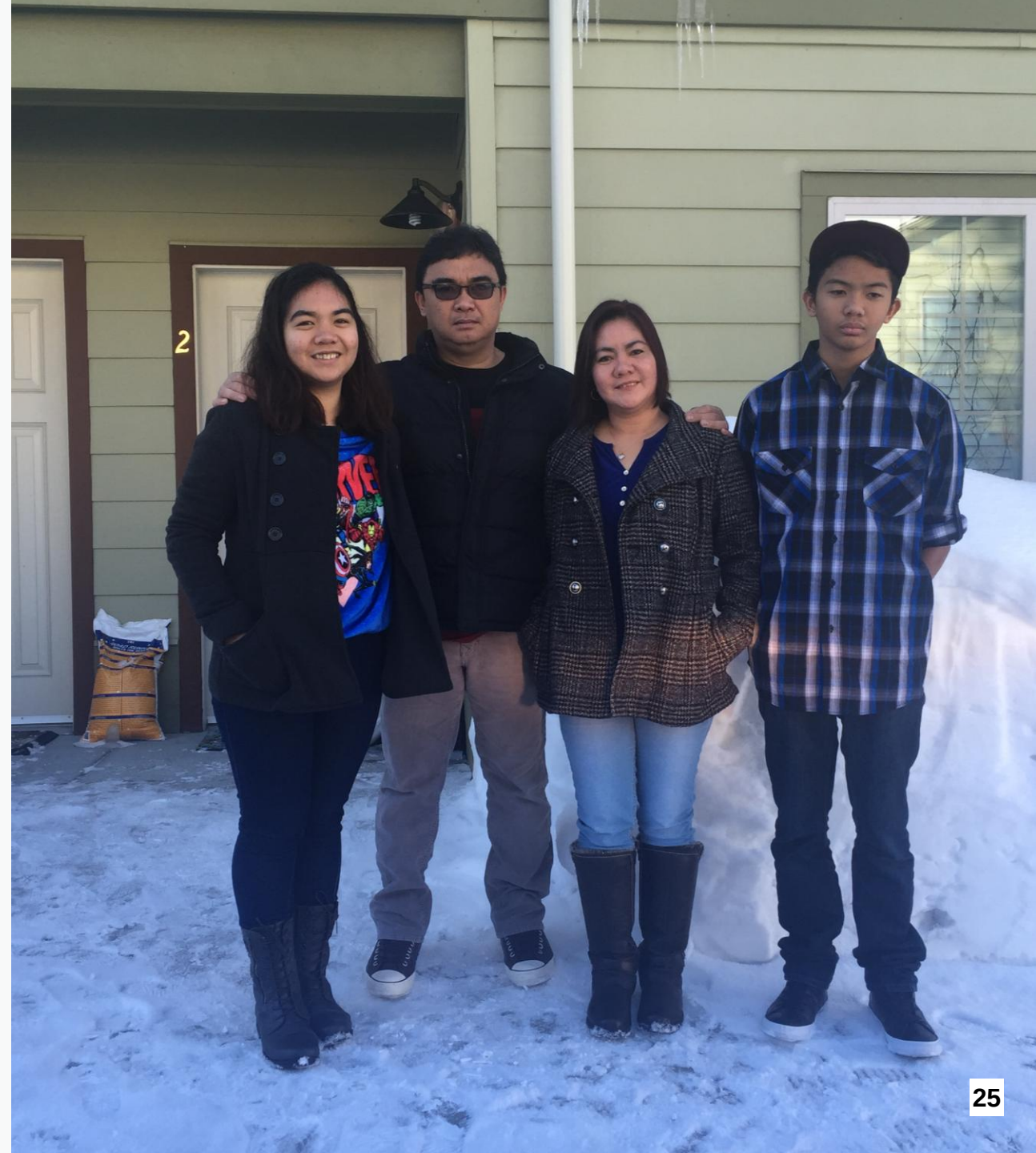
SILVER PEAKS

City of Bishop

- ~60 units
- Rental & Homeownership
- ESCH is the local partner
- Working with the City, County, and nonprofit development partner on financing

Home Ownership Programs

- Serving households earning 50-200% AMI
- Down payment assistance
- Land Trust ownership portfolio
- Assisting households with workforce in retail, food and beverage, hospitality, public service, school districts, trades, etc.



California State Senate District 4

Nonprofit of the Year!





chip in

We Support Community Housing

www.chip-in.org

We make a difference!



New Services



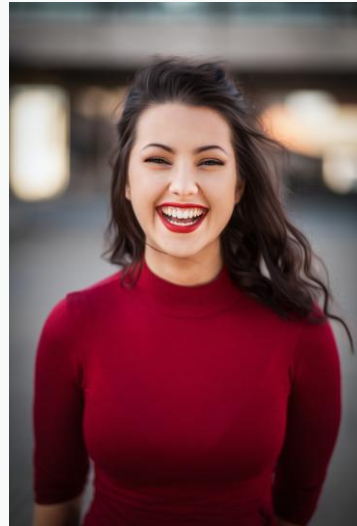
Housing Navigation

- Funded through Mono and Alpine counties
- Direct service referrals
- Client action plans
- Case management
- Energy & passion!

Emergency Response

- Heavy office foot traffic
- Emergency COVID and State of Emergency Response Programs
- Linking clients with resources
- Leveraging grants and donations to inspire additional investment in our communities

The Eastern Sierra is a community supported by its people.



It's our job to **support them back.**



Domestic Violence, Sexual Assault and Child Abuse

WILD IRIS HELPS

1-877-873-7384



MISSION STATEMENT

Wild Iris is dedicated to promoting a safer community by empowering and restoring the independence of those affected by domestic violence, sexual assault and child abuse.



Established in 1981.

Started operating our 24/7 hotline in 1984.

Registered as a 501(c)3 non-profit in 1985.

Primarily funded by federal Victims of Crime Act dollars passed through the California Governor's Office of Emergency Services.

Wild Iris Programs

1

Domestic Violence

Inyo and Mono
Counties'
primary DV service
provider

2

Sexual Assault

Inyo and Mono
Counties'
only Rape Crisis Center

3

Transitional Housing

Six to 24 months of
assistance for survivors of
DV who are homeless or at
risk of homelessness

Comprehensive Services



Response & Crisis
Intervention



Emergency
Shelter &
Housing Assistance



Trauma Informed
Peer Counseling



Advocacy and
Accompaniment



Legal Advocacy



Training &
Presentations

In 2025, Wild Iris:

- Served 407 survivors of domestic violence and sexual assault
- Offered 229 nights of emergency shelter to 87 survivors, 40% of whom were children.
- Provided 9,150 nights of Transitional Housing to 25 people—11 families—half of them children.
- Provided 811 peer counseling sessions to 245 survivors.

In 2025, Wild Iris:

- Responded to 5 survivors at Northern Inyo Hospital and Mammoth Hospital for emergency medical care and sexual assault forensic exams.
- Provided more than \$65,000 in financial assistance to 188 survivors, covering essentials like food, clothing, emergency transportation, rent and utilities, home security improvements, and legal costs.
- Supervised 100 court-ordered visits so that children could see their parents in a safe, structured environment.



CASA of the Eastern Sierra

A Court Appointed Special Advocate is a trained volunteer child advocate appointed by a Judge of the Juvenile Dependency Court to represent the best interest of children in state custody due to abuse or neglect.

CASA of the Eastern Sierra was established in 2012 as the first CASA program in the Eastern Sierra. It operates under the umbrella of Wild Iris, serving Inyo and Mono counties.



CASA of the Eastern Sierra

In 2025, CASA of the Eastern Sierra:

- Advocated for 13 foster youth in court
- Trained 3 new volunteers and maintained a volunteer team of 5 Advocates
- Put on the 5th Annual Resiliency Symposium
- Conducted 10 other outreach events to spread awareness of the CASA program

contact



wild-iris.org

24/7 hotline 877-873-7384

Email: wildiris@wild-iris.org



CASAeasternsierra.org

Information Line 760-872-8442

Email CASA@wild-iris.org



SERVICES

- 24-Hour Crisis Hotline Line
- Peer Counseling & Support
- Support Groups
- Parenting & Co-Parenting Classes
- Emergency Shelter
- Safety Planning
- Assistance with Restraining Orders
- Court and Medical Advocacy & Accompaniment
- Information & Referrals
- Emergency Food & Clothing
- Housing Establishment & Relocation
- Youth Violence Prevention Programs
- Community Education & Outreach
- Supervised Visitation Monitoring
- Transitional Housing



**IF YOU ARE IN
IMMEDIATE DANGER:
CALL 911**



wild iris

is dedicated to promoting a safer community by empowering and restoring the independence of those affected by domestic violence, sexual assault and child abuse.

Our vision is for non-violent relationships based on dignity, respect, compassion and equality.

LOCATIONS



INYO COUNTY Bishop

Tel: 760.873.6601
Fax: 760.873.8104
150 N. Main St.
Bishop, CA 93514

MONO COUNTY Mammoth Lakes

Tel: 760.934.2491
Fax: 760.934.1568
625 Old Mammoth Rd., #201
Mammoth Lakes, CA 93546

Serving all of Inyo and Mono Counties, including Death Valley and Tecopa regions and Coleville/ Walker, north to the Nevada State line.

MAILING ADDRESS

PO Box 697, Bishop, CA 93515



24-HOUR CRISIS HOTLINE

1.877.873.7384

  @wildiriscrisiscenter  @WildIrisOrg

This project was supported by funding awarded by federal grant funds DV22 36 1057, RC21 37 1057, RC21 33 1057 & XH22 01 1057 through the California Governor's Office of Emergency Services (Cal OES).



wild iris

family counseling
& crisis center



*dignity
respect
compassion
equality*



24-HOUR CRISIS HOTLINE

1.877.873.7384
wild-iris.org

YOU ARE NOT ALONE

If you're trying to decide whether to stay or leave, you may be feeling confused, uncertain, frightened, and torn. Getting out of an abusive or violent relationship isn't easy. Maybe you're still hoping that things will change or you're afraid of what your partner will do if he or she discovers you're trying to leave. Whatever your reasons, you probably feel trapped and helpless. But help is available. You deserve to live free of fear and violence. Start by reaching out.



Talk to someone you trust. Let someone who you trust know what you are going through until you find the help you need.

Peer Counselors are available on our 24-hour Crisis Hotline for support.

You may call anonymously.

24-HOUR CRISIS HOTLINE
1.877.873.7384

INTIMATE PARTNER VIOLENCE

Intimate partner violence and abuse **does not discriminate**. It can happen to both women and men, of all ages, ethnic backgrounds, religions, economic levels, and in all types of relationships, including heterosexual and same-sex couples. Abuse can range from emotional battering to physical attacks.

Emotional abuse may include constant verbal abuse, harassment, excessive possessiveness, isolation from friends or family, financial abuse, or destruction of personal property.

Physical abuse may range from bruising to murder. Most abuse begins with small problems that lead to more frequent and serious attacks.

The bottom line is that abusive behavior is never acceptable, whether it's coming from a man, a woman, a teenager, or an older adult. You deserve to feel valued, respected, and safe.



SEXUAL ASSAULT

Sexual assault can be verbal, visual, or anything that forces a person to join in unwanted sexual contact or attention. It can happen in different situations:

- in the home by someone you know
- on a date
- by a stranger in an isolated place

A common misconception is that all sexual assaults involve intercourse or violence, but any form of sexual contact without voluntary consent is sexual assault. Consent obtained through pressure, coercion, force, or threats of force is not voluntary consent.

A person is incapable of consenting if she or he is unconscious, drunk, stoned, or sleeping, or if it is an abuse of power, trust, or authority. **Sexual assault is not about sex; it is about power and control.**

Rape and sexual assault are never the victim's fault-no matter where or how it happens.



CHILD ABUSE

Children often suffer in silence when abuse is present in the home. If you suspect a child may be neglected or abused, please be a hero and make a report. You may remain anonymous.



NATIONAL CHILD ABUSE HOTLINE
1.800.422.4453
LOCAL CHILD ABUSE HOTLINE
1.800.340.5411

Report to Bishop City Council for Monday January 26, 2026

Presented by: Robert Sharp, Bishop Chamber of Commerce Board President

Relocation Update: Remodeling work at 218 South Main Street is nearing completion. The Information Center will be located in downstairs Suite A, while Chamber administrative offices will be housed upstairs in Suite C. The move will take place in stages. The first phase will include relocating brochures, display units and merchandise for the Information Center. The second phase will involve moving back-office workstations, files, and equipment. We sincerely appreciate the City of Bishop for working with us and allowing items to remain at our existing location longer than initially anticipated. Stay tuned for details on our grand opening date.

Board of Directors Resolution: At the January 14, 2026 board meeting, the Bishop Chamber of Commerce Board of Directors unanimously adopted Board Resolution 2026-1. The intent is to formally state the organization's commitment to moving forward by working collaboratively with the City of Bishop, chamber member businesses, and community members to provide vital information services to visitors and residents. (Robert Sharp will read the resolution, and a copy is attached to this report.)

Social Media Push for Chamber Member Businesses: New initiative to highlight member businesses on Bishop Chamber Facebook and Instagram has been well received. It started in mid-November and we're doing one each day. With over 300 current chamber members, it will take us a while to get to everyone.

Bishop Chamber Events:

- 1/13 – Inyo County Assessor Dave Stottlemire regarding decrease in owner-occupied properties in Inyo County. 20 attendees engaged in meaningful conversation.
- 3/25 – Presentation of current Visit Bishop marketing programs including responsible recreation messaging.
- 4/9 – Networking mixer at Blue Heron Farm

Travel & Sport Show Season:

- International Sportsmen's Expo (Sacramento) – January 15-18.
- Pacific Coast Sportfishing Show (Costa Mesa) – March 5-8.
- LA Travel & Adventure Show (Long Beach) – March 7-8.
- Bay Area Travel & Adventure Show (Santa Clara) – March 21-22.
- Denver Travel & Adventure Show. – April 11-12.

Visit California Outlook Conference: March 10-12 in Chula Vista. Important networking and learning opportunities for travel industry.

Winter Fish Stocking: Annual stocking permit application in place with CDFW. Will work with Wright's Rainbows for February/March planting at PVR & Owens River.

Blake Jones Trout Derby: Saturday, March 21, 2026. Registration is live on www.bishopvisitor.com.

Publications: Working now to update the following:

- Inyo County Treasure Map
- Inyo-Mono County Fishing Map
- Fall Colors Map Guide
- Bishop Visitor Guide Magazine (display ads available for local businesses)

Lodging Metrics:

- December occupancy for Bishop hotels was 54.2% (6.25% higher than last year).
- December ADR was \$134 (2% higher than last year).
- Annual average occupancy for 2025 was 69.1% (1.26% higher than 2024)
- January occupancy in Bishop for first few weeks was strong – 69.9%.

Bishop Chamber of Commerce Board of Directors Resolution

Urging the City of Bishop to Provide Visitor Information Services at Bishop City Park

Resolution No. 2026-1

Date: January 14, 2026

WHEREAS,

The City of Bishop serves as a primary gateway for visitors to the Eastern Sierra and surrounding public lands; and

WHEREAS,

Tourism is a significant contributor to the local economy of Bishop, supporting small businesses, lodging establishments, restaurants, outdoor recreation providers, and local employment; and

WHEREAS,

Well-located visitor information services encourage longer stays, increased visitor spending, repeat visitation, and greater awareness of local businesses and attractions; and

WHEREAS,

Visitor information services also benefit local residents by providing community information, event details, and access to local resources; and

WHEREAS,

Historically, The City of Bishop, Bishop Chamber of Commerce, and community members agreed that the Bishop City Park is the most central, accessible, and highly visible location that is best suited for providing visitor information services; and

WHEREAS,

The A-frame building located at Bishop City Park has historically served as a recognizable and appropriate facility for public-facing community services; and

WHEREAS,

Repairing the existing A-Frame or building a new space at or near the current location would create an opportunity to revitalize an existing community asset while establishing a dedicated space for information services for both Bishop visitors and local residents.

NOW, THEREFORE, BE IT RESOLVED,

That the Board of Directors of the Bishop Chamber of Commerce strongly urges the City of Bishop to include a designated space for visitor information services within Bishop City Park as a means to enhance tourism, support local businesses, and strengthen the local economy; and

BE IT FURTHER RESOLVED,

That the Board of Directors strongly urges the City of Bishop to repair or rebuild the building at Bishop City Park to serve as a location for providing visitor information services to Bishop visitors and local residents; and

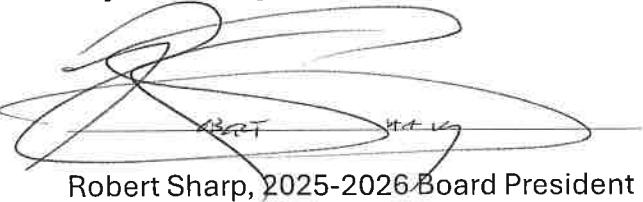
BE IT FURTHER RESOLVED,

That the Bishop Chamber of Commerce Board of Directors and staff will actively participate in the City of Bishop's park master plan development process; and

BE IT FURTHER RESOLVED,

That if space is made available, the Bishop Chamber of Commerce is willing and committed to working collaboratively with the City of Bishop to relocate its visitor information services back to the Bishop City Park location, supporting shared goals of economic development, tourism promotion, and community engagement.

ADOPTED by the Board of Directors of the Bishop Chamber of Commerce on this 14th day of January, 2026.

A handwritten signature in dark ink, appearing to read "Robert Sharp", is written over a horizontal line. The signature is stylized with large, sweeping loops.

Robert Sharp, 2025-2026 Board President

Bishop Chamber of Commerce

CITY OF BISHOP
CITY COUNCIL SPECIAL JOINT MEETING WITH THE BISHOP RURAL FIRE
PROTECTION DISTRICT BOARD OF COMMISSIONERS MINUTES
NOVEMBER 10, 2025

1) CALL TO ORDER

Mayor Pro Tem Muchovej called the Bishop City Council special joint meeting with the Bishop Rural Fire Protection District Board of Commissioners to order at 4:00 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

2) ROLL CALL

PRESENT:

Councilmember Freundt
Councilmember Garcia
Councilmember Schwartz
Mayor Pro Tem Muchovej

Commissioner Nelson
Commissioner Delmas
Commissioner Kunze
Vice Chair Butler

ABSENT:

Mayor Kong
Chair Holland

OTHERS PRESENT: Pam Foster, City Administrator; Robin Picken, City Clerk; Dean J. Pucci, City Attorney; Ethan Aukee, Finance Director; and Bret Russell, Fire Chief

3) PUBLIC COMMENT FOR SPECIAL MEETINGS

No public comments were made.

4) PRESENTATIONS

- 4.A) PRESENTATION - Bishop Fire Department Status and Needs - presented by Fire Chief Bret Russell.

Presentation by Fire Chief Russell 2025 11 10.pdf

Fire Chief Russell reviewed his presentation with the City Council and the District Board of Commissioners.

5) NEW BUSINESS

- 5.A) Discussion of Relationship between the City of Bishop and the Bishop Rural Fire Protection District for Community Fire Services

City Administrator Foster reviewed this item with the City Council and the District Board of Commissioners.

A discussion ensued on what path would both agencies want to consider moving forward on: 1. A joint powers agreement; 2. A joint powers authority; or 3. An agreement to contract for services.

After a thorough discussion on the best path to work together on, the City Council and the District Board of Commissioners came to a consensus to direct staff to finalize a draft service agreement for both agencies to review and approve.

6) ADJOURNMENT

The Mayor Pro Tem adjourned the meeting at 5:30 p.m. to the City Council Regular Meeting scheduled for Monday, November 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
NOVEMBER 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 Mayor Kong.

4) ROLL CALL

PRESENT:

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

ABSENT:

None.

OTHERS PRESENT: Pam Foster, City Administrator; Robin Picken, City Clerk; Dean J. Pucci, City Attorney; Ethan Aukee, Finance Director; Bret Russell, Fire Chief; Nate Derr, Police Chief; Nora Gamino, Public Works Director; Anastasiia Budnyk, Principal Planner; and Daniel McElroy, Community Services Manager

5) PUBLIC COMMENT

Public comments were made by:

Lynette McIntosh, a local resident, spoke to rumors heard, the A-frame's history, and expressed her disappointment that the Council did not take action to save the A-frame.

Noel Gabriel-Guacheno, a Bishop resident, addressed comments made about the Bishop Visitors Center at the last City Council meeting and concluded that the City Council has ignored the wishes of the people they represent.

No further public comments were made.

6) PRESENTATIONS

6.A) PRESENTATION - Former Planning Commissioner Andrew Gaidus

Cover Page

Mayor Kong introduced this item and presented former Planning Commissioner Andrew Gaidus with a City Tile from the Bishop City Council.

Andrew Gaidus thanked City Staff and the City Council for the opportunity to have served on the Planning Commission and briefly before that on the Water and Sewer Commission and hopes to serve the City and its residents again.

Council thanked Andrew and his wife Celeste for stepping into public service immediately after moving to Bishop, and expressed their appreciation for his service.

At 6:11 p.m. Mayor Kong announced a short five to seven minute break for everyone to enjoy some cake in recognition of Andrew Gaidus' service.

Mayor Kong reconvened the meeting at 6:22 p.m.

6.B) PRESENTATION - High Sierra Energy Foundation (HSEF) 20th Anniversary Celebration - Presented by HSEF Executive Director Pam Bold.

High Sierra Energy Foundation - Celebrating 20 Years Presentation

High Sierra Energy Foundation Executive Director Pam Bold reviewed her presentation with Council.

After answering all of Council's questions, Council thanked Pam Bold for her presentation.

6.C) PRESENTATION – California Department of Transportation (CALTRANS) Projects Update – Presented by Caltrans District 9 Public Information Office Chief Chris Andriessen.

Caltrans D9 Bishop City Council 11-10-25 Presentation

Caltrans District 9 Chief Public Information Officer Chris Andriessen reviewed his presentation with Council.

After answering all of Council's questions, Council thanked Chris Andriessen for his presentation.

7) DEPARTMENT REPORTS

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

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

Fire Department Report - October 2025

Fire Chief Russell reported to Council on Assistant Fire Chief Pat O'Neil's memorial services starting at 11:00 a.m. on Friday, November 14, 2025 at the First Presbyterian Church, introduced the Fire Explorer program by Hector Martinez, thanked Council for

the special joint meeting with the Bishop Rural Fire Protection District today, provided a summary of the structure fire on November 1, 2025, made an inquiry in scheduling a Council Training Night, and reported a total of 35 calls for last month.

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

Police Department Report - October 2025

Police Chief Derr reported to Council on their department's statistical report, the Police Department's current staffing efforts, staff training and development, and the launching of Sharp Performance Coaching for law enforcement.

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

Public Works Department Report - October 2025

Public Works Director Gamino reported to Council on the start of their fall sweeping program and announced a new sweeping schedule. Public Works Director Gamino also reminded people not to push their leaves from their yards onto the streets. Public Works Director Gamino also provided Council with an update on the Brookside Water Consolidation Project.

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

Community Services Department Report - October 2025

Community Services Manager McElroy reported to Council on the start of their annual leaf harvest, the start of holiday decorations being hung, the Street of Lights event is scheduled for December 6, 2025, high school soccer will begin on Field 1, and there will be a Parks and Recreation Commission meeting to be held at 6:00 p.m. on November 19, 2025 in the City Council Chambers to discuss items such as striping for our tennis and pickleball courts, appropriate signage for racket sports at our courts, and direction for the court resurfacing project.

7.E) Planning Department Report - Principal Planner Ana Budnyk

Planning Department Report - October 2025

Principal Planner Budnyk reported to Council on her work on making Municipal Code updates, Specific Plan updates, a Design Guideline Ordinance, an Accessory Dwelling Unit (ADU) Ordinance, and results on the Parking Survey.

7.F) City Administrator Report - City Administrator Pam Foster

City Administrator Report - October 2025

City Administrator Foster reported to Council on the relocation of the tree lighting to Talmage Park this year, announced this year's Christmas parade and Night of Lights event, reported on improvements made to several facilities located at the City Park under the supervision of Parks Supervisor Cleland, the revitalization of the City's logo project with local artist Keri Davis, reported on several meetings with Inyo County Health and Human Services Director Anna Scott to discuss Emergency Medical Services (EMS) with the hope that the County will have their RFP out in the next week

or so, and to discuss the Elms Motel Bridge Housing Project with a presentation scheduled for Council's December 8, 2025 meeting. City Administrator Foster also reported on meetings and conversations with the Bishop Rural Fire Protection District, a meeting with the Bishop Union High School Student Senate, and reported that representatives of the Student Senate will be attending the Council meeting on December 8, 2025 to share what things they are doing.

8) CONSENT CALENDAR

Mayor Kong announced that Item 8.H - Capital Equipment Replacement - Public Works Utility Truck is being pulled from the Consent Calendar.

8.A) City Council Meeting Minutes

Minutes 2025 08 11

Minutes 2025 08 25

Minutes 2025 09 08

Minutes 2025 09 09 - Special Meeting

Minutes 2025 09 22

Minutes 2025 10 27

8.B) Cancellation of November 24, 2025 Regular City Council Meeting

Cover Page

8.C) September 2025 Budget Report

September 2025 Budget Report

8.D) September 2025 Financial Reports

September 2025 Bank Reconciliation Report

September 2025 Combined Cash Report

September 2025 Investment Portfolio Report

September 2025 Warrant Register Report

8.E) Proposition 4 Calculations Report, Gann Appropriations Limit

Cover Page

City of Bishop Proposition 4 Calculations for June 30, 2025

8.F) Final Reports from the Fiscal Year 2024-25 Grant in Support Program

Cover Page

Bishop Area Climber's Coalition Final Report

Bishop Little League Final Report

Bishop Museum and Historical Society Final Report

C5 Final Report

Calvary Baptist Church Final Report

Eastern Sierra Avalanche Center Final Report

Eastern Sierra Land Trust Final Report

Eastside Student Center Final Report (1).

Eastside Student Center Final Report (2).

Friends of the Inyo Final Report

Playhouse 395 Final Report

Sacred Rok Final Report

Sierra Roller Hockey League Final Report

8.G) Approval to Purchase Vehicle for Parking Enforcement Officer – Not to Exceed \$50,000

Cover Page

Toyota of Clovis Retail Pricing

Capistrano Valley Toyota Retail Pricing

Perry Motors Retail Pricing

8.H) Capital Equipment Replacement - Public Works Utility Truck

Cover Page

Bid Analysis

Capital Ford Quote

Diamond Ford Quote

Enterprise Quote

No public comments were made.

Motion/Councilmember Schwartz Seconded/Mayor Pro Tem Muchovej
Councilmember Schwartz made a motion to approve the consent calendar without
Item 8.H Capital Equipment Replacement - Public Works Utility Truck.

Motion passed 5-0

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

Noes: None

Abstain: None

Absent: None

9) NEW BUSINESS

9.A) Workshop #3: Presentation and Discussion on the Key Findings from the Regional Housing Needs Study.

Cover Page

Housing Needs Study Workshop 3 - Bishop

Principal Planner Budnyk reviewed this item with Council and introduced Aaron Nousaine of BAE Urban Economics.

Aaron Nousaine provided Council with a presentation on the City's housing needs study for the Eastern Sierra.

After answering all of Council's questions, Council thanked Aaron Nousaine for his presentation.

9.B) 2024-2025 Audited Financial Statements

Cover Page

Audited Financial Statements for Fiscal Year 2024-2025

Finance Director's Report for Fiscal Year 2024-2025

Finance Director Aukee reviewed this item with Council.

After answering all of Council's questions, Council thanked Finance Director Aukee for all of his work.

No public comments were made.

Motion/Mayor Pro Tem Muchovej Seconded/Councilmember Schwartz
Mayor Pro Tem Muchovej made a motion to approve and accept the City of Bishop's audited financial statements for fiscal year 2024-2025.

Motion passed 5-0

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

Noes: None

Abstain: None

Absent: None

9.C) ORDINANCE - First Reading and Introduction of an Ordinance Relating to Establishing an Industrial Waste Discharge Permit Program

Cover Page

Ordinance - Relating to Establishing an Industrial Waste Discharge Permit Program

Public Works Director Gamino reviewed this item with Council.

No public comments were made.

Motion/Councilmember Schwartz Seconded/Councilmember Garcia
Councilmember Schwartz made a motion to approve the first reading and introduction of the proposed ordinance adding Chapter 13.14 to the Bishop Municipal Code to establish an Industrial Waste Discharge Permit (WDP) Program by title only.

An Ordinance of the City Council of the City of Bishop, State of California, Amending Title 13 of the City of Bishop Code of Ordinances, Adding Chapter 13.14 Relating to Water and Sewer Service
Motion passed 5-0

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

10) FUTURE AGENDA ITEMS

Mayor Kong asked for a report on where we are with the Silver Peaks project. Principal Planner Budnyk stated that the City made it to the finals and we will hear more this month.

No further requests were made for future agendas items.

11) COUNCIL AND COMMITTEE REPORTS

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

12) ADJOURNMENT

The Mayor announced that there will be no quorum and no meeting on Monday, November 24, 2025.

The Mayor adjourned the meeting at 8:49 p.m. to the City Council Meeting scheduled for Monday, December 8, 2025 at 6:00 p.m. in the City Council Chambers.

Karen Kong, Mayor

Attest: _____
Robin Picken, City Clerk

CITY OF BISHOP
CITY COUNCIL MINUTES
DECEMBER 8, 2025

1) CALL TO ORDER

Mayor Kong called the meeting of the Bishop City Council to order at 6:04 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: Pam Foster, City Administrator; Robin Picken, City Clerk; Dean J. Pucci, City Attorney; Ethan Aukee, Finance Director; Bret Russell, Fire Chief; Nate Derr, Police Chief; Nora Gamino, Public Works Director; Anastasiia Budnyk, Principal Planner; and Daniel McElroy, Community Services Manager.

5) PUBLIC COMMENT

Mayor Kong announced that she will allow up to two minutes, not three minutes, of public comments to be made by an individual tonight in order to give time for everyone to be heard due to the large number of people requesting to make a public comment at this meeting.

Public comments were made by:

Michele Dossey spoke in support of the proposed Elms Motel Bridge Housing Project.

Larry Pace, a resident of Bishop and United Methodist Church Board Member and Chair, spoke in support of the Elms Motel Bridge Housing Project.

Aaron Schat, a local resident and business owner, spoke against the Elms Motel Bridge Housing Project.

Virginia Figueroa, a local resident and school board member, spoke in favor of transitional housing.

Cam Smith spoke in support of saving the last two tennis courts located at the Bishop City Park.

Tim Pomykata, a Bishop resident, spoke to his concerns on how to deal with those in the housing program that are not successful; and hopes the Elms Motel Bridge Housing Project consultants Kings View can address his concerns.

Steven Harner, a Bishop resident, spoke to addicts and outreach programs, and spoke against the proposed Elms Motel Bridge Housing Project.

Michele Fitzer, of Options Pregnancy Resources, identified a social media posting made on November 18, 2025 by Council Member Stephen Muchovej that their organization found false, inflammatory, and deeply harmful and asked that Stephen Muchovej publicly retract this statement and asked this Council to reaffirm its commitment to the standards of conduct it has set for itself.

Tracy Mills, a Bishop resident who lives next door to the Wellness Center in Bishop, spoke against the proposed Elms Motel Bridge Housing Project.

Noel Gabriel-Guacheño spoke in support of maintaining and repairing the Bishop Visitor Center, questioned consultant Wood Rogers cost expenditures, and asked for transparency.

Shaleann Cluff, a Bishop resident, spoke against the Elms Motel Bridge Housing Project and the proposed location.

Tony Lewis, a Bishop resident, spoke against the Elms Motel Bridge Housing Project.

Barrie Potter, a Bishop resident, spoke against the proposed location of the Elms Motel Bridge Housing Project and asked the County to find another location.

Masha Bluestein, a Bishop resident, spoke to mental illness, how she feels safe living next to the Progress House, and that the Progress House is a good neighbor and saves lives.

Michele Hartshorn, a Bishop resident, spoke to her concerns in the location of the proposed bridge housing/Elms hotel project; and requested that this project not be placed in a residential setting.

Kevin O'Hara, a Bishop resident who lives directly next to the proposed Elms Motel Bridge Housing Project, spoke against this project and does not agree with the proposed location.

Keith Jackson, a Bishop resident, spoke against the proposed Elms Motel Bridge Housing Project to be placed in any neighborhood in Bishop.

Lynette McIntosh, a local resident, spoke to the rumors she made public comments on regarding the A-frame building at a past City Council meeting; and expressed her concerns relating to the proposed Elms Motel Bridge Housing Project and how it should not be placed in a residential area.

Cindy Henderson expressed her concerns in the proposed location of the Elms Motel Bridge Housing Project and stated that this housing project not be placed in a residential neighborhood with families.

Andrew Clark of Bishop, California, extended his appreciation to the County of Inyo for giving a presentation on this project; and he spoke to his concern on the stated success rate, safety, and to hold more properly public noticed meetings.

Kristina Justice of Nye County, Nevada, spoke in regards to keeping the Chamber of Commerce at its current location and asked the Council to reconsider keeping it at its current location on Main Street.

Halie Vickers, a Bishop resident and nurse at the Rural Health Clinic, spoke in support of transitional bridge housing, however expressed a strong opposition of the proposed residential location.

Mark Harrison, a Bishop resident and an Eastern Sierra Pastor's Association representative, recited a prayer.

Steve Peck, a local resident and former CEO of U.S. Vets which provides housing and services for homeless veterans, spoke in favor of transitional housing.

Gayla Wolf, a local resident, spoke in support of keeping the Chamber of Commerce A-frame building where it is.

Cindy Wahrenbrock, a Bishop resident, spoke in opposition of the location of the proposed Elms Motel Bridge Housing Project; and spoke in support of keeping the A-frame.

Jim Rossini, a Bishop resident, spoke on behalf of several others from the tennis community present tonight to appeal the decision made by the Parks and Recreation Commission relating to changes to the pickleball and tennis courts located at the Bishop City Park; and asked that City Council place this item for discussion on the next City Council meeting agenda.

Henry Canalis, who works in healthcare in San Jose, bought a home next to the proposed Elms Motel Bridge Housing Project location and spoke strongly in opposition of the proposed Elms Motel Bridge Housing Project location.

No further public comments were made.

6) PRESENTATIONS

6.A) 2025 Employee Service Awards - Council will recognize Bishop Police Department Sergeant Brian Hohenstein for 10 years of service.

2025 Service Awardee - Brian Hohenstein

Council and Police Chief Derr recognized Sergeant Brian Hohenstein for 10 years of service with the Police Department.

6.B) Bishop Union High School Student Senate Update - Presented by Bishop Union High School Student Representatives.

Bishop Union High School Student Senate Representatives Cuinn Greene and Amaya Hays provided Council with information on Student Senate events, projects, and a recent mental health survey taken by high school students. The Student Senate representatives also shared a list of items that the student's would like to see Council's support in bringing more youth activities and facilities to our community.

- 6.C) A Presentation on the Elms Motel Bridge Housing Project - Presented by County of Inyo Health and Human Services Director Anna Scott, and Artemisa Valdez, Beverly Raine, and Marilyn Sliney from Kings View.

Presentation - Elms Motel Bridge Housing Project

Council received a presentation from County of Inyo Health and Human Services Director Anna Scott, and from Kings View (Elms Motel Bridge Housing Project Consultants) Artemisa Valdez, Beverly Raine, and Marilyn Sliney.

Inyo County Chief Probation Officer Jeff Thomson provided a statement in support of the Bridge Housing Project stating that the people are already here, are currently our neighbors, and follow the rules.

Inyo County Board of Supervisor Jeff Griffiths provided a statement that clarified that the City of Bishop has always been invited to participate in the Continuum of Care meetings hosted by the County of Inyo for over 10 years now; and that there has never been an exclusion of city representatives to participate in these meetings.

After Anna Scott and Kings View consultants answered all of Council's questions, the Council expressed their concerns relating to this project and asked that they look at other locations for this project.

7) DEPARTMENT REPORTS

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

Fire Department Report - November 2025

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

Police Department Report - November 2025

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

Public Works Department Report - November 2025

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

Community Services Department Report - November 2025

- 7.E) Planning Department Report - Principal Planner Ana Budnyk

Planning Department Report - November 2025

- 7.F) City Administrator Report - City Administrator Pam Foster

City Administrator Report - November 2025

Written reports from the Fire, Police, Public Works, Community Services, Planning, and Administration Departments were provided to Council as part of their agenda packet. There were no further questions regarding their submitted reports from Council.

Mayor Kong announced that the Council will take a brief five minute break and will reconvene at 8:42 p.m.

Mayor Kong reconvened the meeting at 8:44 p.m.

8) COUNTY OF INYO UPDATE

Second District Supervisor Griffiths provided an update on Inyo County's Special Elections on Proposition 50, the search for a County Administrative Officer, and other County business and activities.

9) CONSENT CALENDAR

9.A) October 2025 Budget Report

October 2025 Budget Report

9.B) October 2025 Financial Reports

October 2025 Bank Reconciliation Report

October 2025 Combined Cash Report

October 2025 Investment Portfolio Report

October 2025 Warrant Register Report

9.C) 2026 City of Bishop City Council, Planning Commission, and Parks and Recreation Commission Meetings

2026 COUNCIL & COMMISSION MEETINGS

9.D) ORDINANCE - Second Reading and Adoption of an Ordinance Relating to Establishing an Industrial Waste Discharge Program

Cover Page

Ordinance No. XXX Update to Title 13 Water and Sewer Ordinance

9.E) Capital Equipment Replacement - Public Works Utility Truck

Cover Page

Bid Analysis

Capital Ford Quote

Enterprise Quote

Diamond Ford Quote

9.F) Task Order 25-TO-08 Field 6 and Budget Adjustment - Community Services Department

Cover Page

25-TO-08 Wood Rodgers - Field 6 Design

9.G) Task Order 25-TO-09 Park Master Plan and Budget Adjustment - Community Services

Cover Page

25-TO-09 Parks Master Plan

9.H) Grant Closeout – CDBG CV1-0083 (City of Bishop / Bishop Fire Department PPE Storage Project)

Cover Page

LMA Documentation - Bishop CV1-00083

Combined Closeout Package fillable_508

9.I) Professional Service Agreement Between the City of Bishop and Inyo Council for the Arts

Cover Page

Professional Service Agreement Between the City of Bishop and Inyo Council for the Arts

No public comments were made.

Mayor Pro Tem Muchovej made comments to clarify to the public what it means to do a Parks Master Plan.

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

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

Noes: None

Abstain: None

Absent: None

Mayor Kong announced that both Pete Watercott and Sharon Freilich of Inyo Council for the Arts (ICA) were unable to stay for this part of the meeting and expressed their appreciation for the Council's consideration to approve their current agreement on the Consent Calendar and wanted to thank Council for their past and future support.

10) PUBLIC HEARING AND ACTION

10.A) Public Hearing and Adoption of a Resolution Establishing Fees and Charges for Industrial Wastewater Discharge Permits

Cover Page

Resolution - WDP Fees

NOTICE OF PUBLIC HEARING - WDP FEES AND CHARGES

Mayor Kong introduced this item and opened the public hearing. No public comments were made. Mayor Kong closed the public hearing.

Public Works Director Gamino reviewed this item with Council.

Motion/Mayor Pro Tem Muchovej Seconded/Councilmember Schwartz
Mayor Pro Tem Muchovej made a motion to adopt the proposed resolution establishing fees and charges associated with administering the Industrial Waste Discharge Program pursuant to Bishop Municipal Code Chapter 13.14 by title only.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, ESTABLISHING FEES AND CHARGES FOR INDUSTRIAL WASTEWATER DISCHARGE PERMITS
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) ORDINANCE - First Reading and Introduction of an Ordinance Adding Chapter 5.34 to the Bishop Municipal Code Relating to Mobile Businesses

Cover Page

Ordinance No. XXX Update to Title 5 Mobile Businesses

Principal Planner Budnyk reviewed this item with Council.

After further discussion by Council regarding amplified sound referenced in the proposed ordinance, they came to a consensus to remove Section N - Amplified sounds from the proposed ordinance.

Motion/Mayor Pro Tem Muchovej Seconded/Councilmember Schwartz
Mayor Pro Tem Muchovej made a motion to approve the first reading and introduction of an ordinance adding Chapter 5.34 to the Bishop Municipal Code relating to mobile businesses with the removal of Section N by title only.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, AMENDING TITLE 5 OF THE CITY OF BISHOP CODE OF ORDINANCES, ADDING CHAPTER 5.34 RELATING TO MOBILE BUSINESSES
Motion passed 5-0

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

Noes: None

Abstain: None

Absent: None

11.B) Final Water and Sewer Rate Design and Proposition 218 Authorization

Cover Page

Water & Sewer Rate Structure Presentation

Bishop Prop 218 Notice DRAFT

Lechowicz and Tseng Municipal Consultants Alison Lechowicz reviewed this item with Council.

No public comments were made.

After this item was deliberated by Council and hearing from Finance Director Aukee who spoke to best practices related to creating an interfund loan from the General Fund, a motion was made.

Motion/Councilmember Schwartz Seconded/Mayor Pro Tem Muchovej
Councilmember Schwartz made a motion to approve the preferred rate design option combination so the final Rate Study Report can be published with the Proposition 218 notice with selection and recommended Water Option B and Sewer Option A; and directed staff to host a public outreach meeting prior to the Proposition 218 hearing; and directed staff to develop proposed terms for an interfund loan from the General Fund to the Water Fund to finance the West Line Water Main Replacement Project; and directed staff to explore alternative fund options between general fund and enterprise fund; and directed staff to develop and bring back a hardship rate program for Council's consideration.

Motion passed 5-0

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

Noes: None

Abstain: None

Absent: None

11.C) Recommended List of Grant in Support Awards for FY 2025-26

Cover Page

Recommended List of Grant in Support Awards for FY 2025-26

Mayor Pro Tem Muchovej recused himself from this item since he is a board member on one of these organizations and left the Council Chambers at 9:41 p.m.

Finance Director Aukee reviewed this item with Council.

Councilmember Schwartz requested that staff do further outreach and advertising of our Grants in Support application to a broader base of non-profits.

Public comments were made by:

Tyler Beadle, a Bishop resident, spoke to his concerns on how the Grant in Support funds are managed and agreed with Councilmember Schwartz's comments on having more non-profits apply for funding.

No further public comments were made.

Council and Finance Director Aukee responded to Tyler Beadle's concerns on how the Grants in Support program is managed and audited.

Motion/Councilmember Garcia Seconded/Councilmember Schwartz
Councilmember Garcia made a motion to approve the grants in support as recommended by the Grant in Support Ad Hoc Committee.
Motion passed 4-0

Ayes: Councilmember Freundt, Councilmember Garcia, Councilmember Schwartz, Mayor Kong

Noes: None

Abstain: None

Absent: None

Mayor Pro Tem Muchovej returned to the Council Chambers at 9:50 p.m.

11.D) Planning Commission - City Council Screening Committee Appointments

Cover Page

Public Notice Planning Commission Vacancy

City Clerk Picken reviewed this item with Council.

No public comments were made.

Motion/Mayor Kong Seconded/Councilmember Freundt
Mayor Kong made a motion to approve the Mayor's appointment of two council members, Mayor Kong and Councilmember Freundt, to sit on the screening committee to fill the scheduled vacancy on the Planning Commission with a term ending on January 24, 2030.
Motion passed 5-0

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

Noes: None

Abstain: None

Absent: None

11.E) Call for Selection of Mayor and Mayor Pro Tem

Cover Page

City Clerk Picken reviewed this item of Reorganization with Council.

Mayor Kong turned the meeting over to City Administrator Foster to conduct the election for Mayor, and the newly-elected Mayor will conducted the election for Mayor Pro Tem.

City Administrator Foster called for the election of Mayor and opened the nominations.

Councilmember Freundt nominated Stephen Muchovej for Mayor. Mayor Kong seconded. No further nominations were made. No public comments were made. City Administrator Foster asked for a motion to close the nominations.

Motion/Mayor Kong Seconded/Councilmember Garcia
Mayor Kong made a motion to close the nominations.
Motion passed 5-0

Ayes: Councilmembers Freundt, Garcia, Schwartz, Mayor Pro Tem Muchovej, and Mayor Kong
Noes: None
Abstain: None
Absent: None

City Administrator Foster called for a motion to elect the Mayor for the City of Bishop.

Motion/Councilmember Jose Garcia Seconded/Mayor Kong
Councilmember Garcia made a motion to elect Stephen Muchovej as the Mayor for the City of Bishop.
Motion passed 5-0

Ayes: Councilmembers Freundt, Garcia, Schwartz, Mayor Pro Tem Muchovej, and Mayor Kong
Noes: None
Abstain: None
Absent: None

Newly elected Mayor Muchovej thanked Karen Kong for her service as Mayor and presented her with a gavel, that reads as follows, in honor of her past service as Mayor.

KAREN M. KONG
MAYOR
CITY OF BISHOP
12/9/2024 - 12/8/2025

Mayor Muchovej called for the election of Mayor Pro Tem and opened the nominations. Councilmember Schwartz nominated Dennis Freundt for Mayor Pro Tem. No further nominations were made. No public comments were made.

Mayor Muchovej asked for a motion to close the nominations.

Motion/Councilmember Garcia Seconded/Councilmember Kong
City Council Meeting - December 8, 2025

Councilmember Garcia made a motion to close the nominations.
Motion passed 5-0

Ayes: Councilmembers Freundt, Garcia, Schwartz, Kong, and Mayor Muchovej
Noes: None
Abstain: None
Absent: None

Mayor Muchovej called for a motion to elect the Mayor Pro Tem for the City of Bishop.

Motion/Mayor Muchovej Seconded/Councilmember Kong
Mayor Muchovej made a motion to elect Dennis Freundt as Mayor Pro Tem for the City of Bishop.
Motion passed 5-0

Ayes: Councilmembers Freundt, Garcia, Schwartz, Kong, and Mayor Muchovej
Noes: None
Abstain: None
Absent: None

11.F) Discuss Mayoral Committee and Agency Appointments

For Council Review - 2025 Council Committee & Agency Appointments

City Clerk Picken reviewed this item with Council.

Mayor Muchovej reviewed the 2025 Bishop City Council Committee and Agency Assignments with the council members and the following changes were requested for 2026:

Bishop Fire Department Ad Hoc Committee Members: Councilmember Kong and Councilmember Garcia; Alternate: Mayor Pro Tem Freundt

City/County Liaison Committee Members: Mayor Muchovej and Councilmember Kong; Alternate: Mayor Pro Tem Freundt
Eastern Sierra Council of Governments Joint Powers Authority Members: Councilmember Schwartz and Councilmember Kong; Alternate: Councilmember Garcia

All other committee and agency assignments will remain unchanged.

Motion/Councilmember Garcia Seconded/Mayor Pro Tem Freundt
Councilmember Garcia made a motion to make the requested changes to the 2025 Bishop City Council Committee and Agency Assignments for 2026.
Motion passed 5-0

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

12) FUTURE AGENDA ITEMS

Mayor Pro Tem Freundt, with consensus from Council, asked to bring back a discussion on how the City can assist and/or support our youth at risk when it comes to mental health challenges. Council agreed this could be discussed further at the Council's strategic planning meeting.

During Item 13. Council and Committee Reports, Councilmember Schwartz requested that a discussion on pickleball and tennis courts be placed on the next Council agenda. After a brief discussion, Council came to a consensus to bring a discussion on the pickleball and tennis courts prior to any discussion or action taken on the Parks and Recreation Commission's request for the striping of the upper courts for pickleball.

No further requests were made by Council.

13) COUNCIL AND COMMITTEE REPORTS

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

14) ADJOURNMENT

The Mayor adjourned the meeting at 10:12 p.m. to the City Council Meeting scheduled for Monday, January 12, 2026 at 6:00 p.m. in the City Council Chambers.

Stephen Muchovej, Mayor

Attest: _____
Robin Picken, City Clerk



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

November 19, 2025

MEETING CANCELLATION

The Bishop City Council Regular Meeting scheduled for Monday, November 24, 2025 is cancelled.

The next regular City Council Meeting is scheduled on Monday, December 8, 2025, at 6:00 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.



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

December 11, 2025

MEETING CANCELLATION

The Bishop City Council Regular Meeting scheduled for Monday, December 22, 2025 has been cancelled.

The next regular City Council Meeting is scheduled on Monday, January 12, 2026 at 6:00 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.



Agenda Item: 9.C
Date of Meeting: January 26, 2026
Department: Public Works

STAFF REPORT

To: City Council
From: Nora Gamino
Subject: **A Resolution Approving Guidelines for the Submission and Tabulation of Protests in Connection with Rate Hearings**
Prepared On: January 13, 2026
Attachments: Reso No. 2026-XX Majority Protest Tabulation

Background/History:

Article XIID, Section 6 of the California Constitution (Proposition 218) requires the City Council to consider written protests when conducting public hearings on proposed utility rate adjustments. While the Constitution establishes the majority-protest requirement, it does not provide detailed procedures regarding who may submit protests, how protests are submitted, or how protests are tabulated.

Historically, the City has relied on past practices and general legal guidance when administering Proposition 218 protest proceedings. However, the absence of formally adopted local guidelines can create ambiguity and inconsistency, particularly when administering complex or high-volume protest tabulations.

Analysis/Discussion:

The proposed resolution formally adopts written guidelines establishing clear, transparent, and legally defensible procedures for the submission and tabulation of written protests associated with Proposition 218 rate hearings. The guidelines address, among other items, protest eligibility, submission requirements, withdrawal of protests, validity determinations, and the City Clerk's role in tabulating and reporting protest results.

Adoption of these guidelines provides clarity to ratepayers, ensures consistent administrative practices, and reduces legal risk by documenting the City's procedures in advance of rate hearings. Upon adoption, the resolution supersedes any prior resolutions or informal practices related to protest tabulation.

Budget Impacts:

Adoption of the resolution does not result in any direct fiscal impact.

Legal Review:

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

Recommended Action:

Council consideration to adopt a Resolution approving Guidelines for the Submission and Tabulation of Protests in connection with rate hearings conducted pursuant to Article XIID, Section 6 of the California Constitution.

Approved By: Ethan Aukee 1/13/2026

Approved By: Robin Picken 1/16/2026

Approved By: Pam Foster 1/21/2026

Approved By:

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, APPROVING GUIDELINES FOR THE SUBMISSION AND TABULATION OF PROTESTS IN CONNECTION WITH RATE HEARINGS CONDUCTED PURSUANT TO ARTICLE XIID, SECTION 6 OF THE CALIFORNIA CONSTITUTION

WHEREAS, Article XIID, Section 6 of the California Constitution requires the City Council to consider written protests to certain proposed increases to utility charges; and

WHEREAS, this constitutional provision does not offer specific guidance as to who may submit protests, how written protests are to be submitted, or how the City is to tabulate protests; and

WHEREAS, upon adoption of this resolution, any and all resolutions, or rules or regulations of this City in conflict with it, shall be repealed and shall have no further force or effect. This resolution supersedes all prior resolutions of the City to the extent that such resolutions established guidelines for the submission and tabulation of protests in connection with rate hearings conducted by the City pursuant to Article XIID, Section 6 of the California Constitution.

NOW, THEREFORE, IT IS HEREBY RESOLVED, pursuant to the foregoing recitals incorporated herein by this reference, that the City Council of the City of Bishop, California, hereby adopts the attached "Guidelines for the Submission and Tabulation of Protests" to govern the submission and tabulation of majority protests submitted pursuant to Article XIID, Section 6 of the California Constitution.

PASSED, APPROVED AND ADOPTED this ___ day of January 2026.

Stephen Muchovej, Mayor

ATTEST: _____
Robin Picken, City Clerk

EXHIBIT "A"

CITY OF BISHOP GUIDELINES FOR THE SUBMISSION AND TABULATION OF PROTESTS

A. Submission of Protests:

There will be a hearing conducted in accordance with the provisions of Proposition 218 (California Constitution Art. XIID). Whether there is a majority protest will be determined in accordance with the following:

1. Count the protests against the total number of parcels subject to the fee based on ratepayer's regular billing.
2. Count one protest per parcel.
3. Where there are multiple parties with an interest in the parcel, protest rights are liberally construed so that a protest by any party counts as a full protest against that parcel. A protest may be submitted and signed by either the record owner or the customer of record for the parcel. Where multiple owners or customers are associated with a single parcel, only one valid protest per parcel shall be counted. One protest submitted for a multifamily rental property or multiple units on one parcel shall count as one protest for that parcel, regardless of the number of dwelling units. In the context of condominiums and mobile home parks consisting of multiple parcels, and each parcel shall be counted separately.
4. The written protest must meet the requirements set out in the notice, including that: protests must be (i) written, (ii) have a clear statement of protest, (iii) identify the legal interest of the person protesting, and (iv) identify the address or assessor parcel number of the property. In order to be valid, a protest must bear the original signature of the record owner or customer of the parcel identified on the protest. Protests not bearing the original signature shall not be counted.
5. Protests shall be submitted to the City Clerk, either by delivery (mail or personal) to the office of the City Clerk or by submitting the protest at the public hearing.

Protests must be received by the end of the public hearing. No postmarks will be accepted.

6. Although oral comments at the public hearing will not qualify as a formal protest unless accompanied by a written protest, the City Council welcomes input from the community during the public hearing on the proposed fees.
7. Any person who submits a protest may withdraw it by submitting to the City Clerk a written request that the protest be withdrawn. The withdrawal of a protest shall contain sufficient information to identify the affected parcel and the name of the record owner or record customer who submitted both the protest and the request that it be withdrawn.
8. To ensure transparency and accountability in the fee protest tabulation, protests shall constitute disclosable public records from and after the time they are received.

B. Tabulation of Protests:

1. The City Clerk shall determine the validity of all protests. The City Clerk shall not accept as valid any protest if the City Clerk determines that any of the following conditions exist:
 - a. The protest does not identify a property served by the City.
 - b. The protest does not bear an original signature of a record owner or customer of the parcel identified on the protest.
 - c. The protest does not state its opposition to the proposed fees.
 - d. The protest was not received by the City Clerk before the close of the public hearing on the proposed fees.
 - e. A request to withdraw the protest is received prior to the close of the public hearing on the proposed fees.
2. The City Clerk's decision that a protest is not valid or does not apply to a specific fee shall constitute a final action of the City and shall not be subject to any

internal appeal.

3. A majority protest exists if written protests are timely submitted and not withdrawn for a majority of the properties subject to the proposed fee.
4. At the conclusion of the public hearing, the City Clerk shall complete the tabulation of all protests received, including those received during the public hearing and shall report the results of the tabulation to the City Council upon completion. If review of the protests received demonstrates that the number received is manifestly less than one-half of the parcels served by the City with respect to the fee which is the subject of the protest, then the Clerk may advise the City Council of the absence of a majority protest without determining the validity of all protests.

Approved by City Council on: [DATE]



Agenda Item: 9.D
Date of Meeting: January 26, 2026
Department: Public Works

STAFF REPORT

To: City Council
From: Nora Gamino
Subject: **ORDINANCE - Second Reading and Adoption of an Ordinance Repealing and Replacing Chapter 13.06 Relating to Cross-Connection Control**
Prepared On: January 13, 2026
Attachments: Ordinance No. XXX Update to Title 13 Cross-Connection Control

Background/History:

The City of Bishop owns and operates a public water system regulated by the State Water Resources Control Board, Division of Drinking Water (DDW). As part of this responsibility, the City is required to protect the public water supply from contamination or pollution caused by actual or potential cross-connections between the potable water system and non-potable or auxiliary water sources.

The City's existing Cross-Connection Control regulations were originally adopted under former Title 17 of the California Code of Regulations. Effective July 1, 2024, the State repealed former Title 17, Sections 7583 through 7605, and implemented the Cross-Connection Control Policy Handbook (CCCPH), which now establishes mandatory statewide requirements for cross-connection control programs.

Although the City previously updated portions of Title 13, the existing Chapter 13.06 no longer reflects the current State regulatory framework or clearly aligns local code authority with CCCPH requirements. As a result, a comprehensive repeal and replacement of Chapter 13.06 is necessary to modernize the City's ordinance, clarify customer responsibilities, and ensure continued compliance with State drinking water regulations.

Analysis/Discussion:

The proposed ordinance repeals and replaces Chapter 13.06 of Title 13 in its entirety and establishes a modern, enforceable framework for cross-connection control that is consistent with current State requirements.

Adoption of this ordinance is required to maintain compliance with State drinking water regulations. The Cross-Connection Control Policy Handbook (CCCPH) establishes mandatory statewide requirements for all public water systems in California, and the City is required to

maintain enforceable local authority to implement and enforce these requirements. Failure to align the City's municipal code with current State standards could result in regulatory findings or enforcement actions by the State Water Resources Control Board, Division of Drinking Water.

The ordinance is intentionally structured to:

- Establish clear legal authority for the City to require backflow protection, conduct inspections, and enforce compliance;
- Clearly define customer responsibilities, including installation, maintenance, testing, access, and cost responsibility; and
- Avoid over-prescribing operational details that are more appropriately addressed through administrative procedures and standard operating practices.

Rather than embedding technical or procedural requirements in municipal code, the ordinance refers to the standards set by the CCCPH and authorizes the Public Works Director to adopt and maintain standard operating procedures to implement the Cross-Connection Control Program. This approach ensures regulatory compliance while allowing the City flexibility to adapt procedures over time without requiring frequent code amendments.

The ordinance also strengthens enforcement authority by explicitly authorizing corrective actions, service discontinuance when necessary to protect public health, cost recovery for enforcement actions, and a clear appeals process. A defined administrative appeal pathway is included within the ordinance itself, eliminating the need for a separate City appeals policy and addressing due-process considerations.

Overall, the proposed ordinance modernizes the City's Cross-Connection Control regulations, aligns local code with State standards, and provides a clear and defensible framework appropriate for a small municipal water system.

The ordinance is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5), as it consists of organizational and administrative actions that will not result in direct or indirect physical changes to the environment.

Budget Impacts:

There are no direct budget impacts associated with adoption of this ordinance. The updated framework is expected to improve administrative efficiency by clarifying authority and responsibilities and by separating operational procedures from municipal code.

Legal Review:

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

Recommended Action:

Council consideration to approve the second reading and adoption, by title only, an ordinance repealing and replacing Chapter 13.06 of Title 13 of the Bishop Municipal Code relating to Cross-Connection Control.

Approved By: Ethan Aukee 1/13/2026

Approved By: Robin Picken 1/16/2026

Approved By: Pam Foster 1/21/2026

Approved By:

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, AMENDING TITLE 13 OF THE CITY OF BISHOP CODE OF ORDINANCES, REPEALING AND REPLACING CHAPTER 13.06 RELATING TO CROSS-CONNECTION CONTROL

WHEREAS, the City of Bishop is responsible for providing for the health, safety, and welfare of its residents and for protecting the quality and reliability of the public drinking water supply; and

WHEREAS, under Article XI, Section 7 of the California Constitution, cities may make and enforce within their limits all local, police, sanitary, and other ordinances not in conflict with general laws; and

WHEREAS, the City of Bishop owns and operates a public water system regulated by the State Water Resources Control Board, Division of Drinking Water, and is required to protect that system from contamination or pollution caused by actual or potential cross-connections; and

WHEREAS, the City previously adopted Chapter 13.06 of Title 13 of the Bishop Municipal Code to regulate cross-connection control based on former Title 17 of the California Code of Regulations; and

WHEREAS, effective July 1, 2024, the State Water Resources Control Board repealed former Title 17, Sections 7583 through 7605, and implemented the Cross-Connection Control Policy Handbook (CCCPH), which establishes mandatory statewide requirements for cross-connection control programs; and

WHEREAS, the City must update its municipal code to ensure consistency with current State requirements, including the CCCPH, and to provide clear legal authority for enforcement of cross-connection control requirements applicable to water system customers; and

WHEREAS, repealing and replacing Chapter 13.06 of the Bishop Municipal Code will clarify customer responsibilities, establish enforcement authority, and support continued compliance with State drinking water regulations; and

WHEREAS, adoption of this ordinance is necessary to protect public health, maintain water system integrity, and ensure the City's ability to continue providing safe and reliable potable water service; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.), the City of Bishop has determined that this ordinance is not a project under CEQA pursuant to Section 15378(b)(5) of the CEQA

Guidelines, as it consists of organizational and administrative actions that will not result in direct or indirect physical changes to the environment.

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

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

SECTION 2. Chapter 13.06 of Title 13 of the City of Bishop Code of Ordinances is hereby repealed and replaced in its entirety to read as follows:

Chapter 13.06
CROSS-CONNECTION CONTROL

13.06.010 – Purpose

The purpose of this chapter is to protect the City of Bishop public water system from contamination and pollution caused by actual or potential cross-connections. The City shall administer a Cross-Connection Control Program in accordance with the Cross-Connection Control Policy Handbook (CCCPH), June 2025 edition, as amended or superseded. This chapter establishes the authority of the City to regulate cross-connections, require appropriate backflow protection, and enforce compliance in order to protect the potable water supply.

13.06.020 – Definitions

For purposes of this chapter, the following definitions apply. Terms not defined in this section shall have the meanings set forth in the Cross-Connection Control Policy Handbook (CCCPH), June 2025 edition, as amended or superseded.

- A. Backflow Prevention Assembly (BPA) - An assembly, device, or method approved for the prevention of backflow, including reduced-pressure principle assemblies (RP), double check valve assemblies (DC), and other assemblies recognized by the CCCPH.
- B. CCCPH - The Cross-Connection Control Policy Handbook adopted by the State Water Resources Control Board, Division of Drinking Water, June 2025 edition, as amended or superseded.
- C. Cross-Connection - Any physical or potential connection between the public water system and a source or system that could introduce contamination or pollution into the public water system.
- D. Customer - Any person, firm, corporation, partnership, public agency, or other entity supplied water by the City's public water system, including the owner or occupant of property served by the system.
- E. Program Coordinator - The individual designated by the Public Works Director to administer and enforce the City's Cross-Connection Control Program.

- F. Public Water System - The City of Bishop public water system, as regulated by the State Water Resources Control Board, Division of Drinking Water.

13.06.030 – Authority and Administration

- A. The Public Works Department shall administer and enforce the provisions of this chapter.
- B. The Public Works Director, or designee, is authorized to establish, implement, and administer a Cross-Connection Control Program consistent with this chapter and the Cross-Connection Control Policy Handbook (CCCPH), as amended.
- C. The Public Works Director is authorized to adopt and maintain written policies, procedures, and standard operating procedures necessary to implement this chapter and ensure compliance with applicable State requirements.
- D. The City is authorized to conduct inspections, hazard assessments, investigations, and other actions necessary to identify and control actual or potential cross-connections, and to require the installation, testing, maintenance, repair, or replacement of backflow protection as necessary to protect the public water system.
- E. Authorized City representatives may enter upon customer premises at reasonable times for purposes of administering and enforcing this chapter. When practicable, advance notice shall be provided. Refusal of access may constitute a violation of this chapter.

13.06.040 – Customer Responsibilities

- A. Customers shall comply with the requirements of this chapter and shall take all necessary actions to prevent actual or potential cross-connections on their premises.
- B. Customers shall install, operate, maintain, repair, and replace required backflow prevention assemblies or containment air gaps at their own expense, as directed by the City, and in accordance with applicable State requirements and City standards.
- C. Customers shall ensure that required backflow protection remains accessible for inspection, testing, and maintenance and shall not enclose, bury, bypass, disable, remove, or otherwise tamper with any required backflow prevention assembly or containment air gap.
- D. Customers shall allow authorized City representatives access to their premises at reasonable times for purposes of inspection, hazard assessment, testing, enforcement, or investigation related to cross-connection control.
- E. Customers shall promptly notify the City of any change in water use, plumbing configuration, fire protection systems, irrigation systems, auxiliary water supplies, or other conditions that may affect the degree of hazard or cross-connection risk.
- F. All costs associated with compliance with this chapter, including but not limited to installation, testing, maintenance, repair, replacement, and enforcement, shall be the responsibility of the customer, unless otherwise determined by the City.
- G. Failure to comply with the requirements of this section may constitute a violation of this chapter and may result in enforcement action, including discontinuance of water service in accordance with this chapter.

13.06.050 – Backflow Protection Requirements

- A. Backflow protection required under this chapter shall be commensurate with the degree of hazard posed by the customer's premises, as determined by the City in accordance with applicable State requirements.
- B. The City may require containment backflow protection at the service connection whenever an actual or potential cross-connection exists, or when the City determines that the degree of hazard warrants such protection.
- C. Premises determined by the City to present a high hazard to the public water system shall be required to install a reduced-pressure principle backflow prevention assembly (RP) or an approved air gap, as directed by the City.
- D. The presence of an auxiliary water supply or access to an unapproved water source shall constitute a high-hazard condition requiring containment backflow protection.
- E. Fire sprinkler and fire protection systems connected to the public water system shall be protected in accordance with applicable State requirements.
- F. The City may require modification, replacement, or upgrading of existing backflow protection when necessary to address changes in use, degree of hazard, or State requirements.
- G. Failure to install or maintain required backflow protection shall constitute a violation of this chapter.

13.06.060 – Testing and Maintenance

- A. All backflow prevention assemblies required under this chapter shall be tested, maintained, and kept in proper working condition in accordance with applicable State requirements and City standards.
- B. Required testing shall be performed by individuals or entities approved by the City and possessing qualifications consistent with applicable State requirements.
- C. Backflow prevention assemblies that fail a required test or are found to be defective shall be promptly repaired, replaced, or removed from service, as directed by the City, and shall be retested as required to verify proper operation.
- D. Customers shall ensure that required backflow protection remains accessible and operable at all times and shall take corrective action when notified by the City of deficiencies.
- E. Failure to test, maintain, repair, or replace required backflow protection in accordance with this section may constitute a violation of this chapter.

13.06.070 – Enforcement

- A. It shall be a violation of this chapter for any customer to fail to comply with the requirements of this chapter, including but not limited to failure to install, test, maintain, repair, or replace required backflow protection; failure to provide access for inspection or testing; or bypassing, disabling, removing, or tampering with required backflow protection.
- B. Upon determination of a violation, the City may require corrective action and may issue notices, orders, or other enforcement actions as necessary to achieve compliance.

- C. If a customer fails to correct a violation after notice, or if the City determines that an actual or potential cross-connection presents a threat to the public water system, the City may pursue enforcement actions, including water service termination in accordance with Section 13.06.080.
- D. In exercising enforcement authority under this section, the City may consider the nature of the violation, the degree of hazard, and whether the affected premises constitute a critical facility or provide essential services, and may allow reasonable interim measures or compliance timelines when consistent with protection of the public water system.
- E. Enforcement actions taken pursuant to this chapter are in addition to, and not in lieu of, any other remedies available to the City under applicable law.
- F. The City may recover costs incurred in enforcing this chapter in accordance with applicable provisions of this code.

13.06.080 – Water Service Termination

- A. General. If a customer fails to take corrective action, neglects to test and certify their backflow prevention device as required by Section 13.06.060 or presents a clear and immediate hazard to the potable water supply that cannot be immediately abated, the Public Works Director will initiate procedures to discontinue water service.
- B. Basis for Termination. Conditions on water use that create a basis for water service termination shall include the following:
 - 1. Refusal to install a required backflow prevention device;
 - 2. Refusal to test a backflow prevention device;
 - 3. Refusal to repair a faulty backflow prevention device;
 - 4. Refusal to replace a faulty backflow prevention device;
 - 5. Direct or indirect connection between the public water system and a sewer line;
 - 6. Unprotected direct or indirect connection between the public water system and a system or equipment containing contaminants;
 - 7. Unprotected direct or indirect connection between the public water system and an auxiliary water system; or
 - 8. A situation which presents an immediate health hazard to the public water system.
- C. Water Service Termination Procedures.
 - 1. For conditions 1, 2, 3 or 4 of subsection (B) of this section, the Public Works Director is authorized to terminate service to a customer's premises after two written mailed notices have been sent specifying the corrective action needed and the time period in which it must be done. If no action is taken within the allowed time period and no appeal is filed in accordance with Section 13.06.090 (Appeals), the water service may be terminated.
 - 2. For conditions 5, 6, 7 or 8 of subsection (B) of this section, the Public Works Director shall make a reasonable effort through a door tag and on-site visit to advise the customers that, because of the potential harm to the public, the City is terminating the water service immediately and locking the service valve. The decision of the Public Works Director pursuant to this subsection (C)(2) may be

appealed in accordance with Section 13.06.090; however, the water service shall not be reestablished while the appeal is pending.

3. The City shall restore the water service if the City Administrator grants the appeal pursuant to Section 13.06.090, or if the customer takes action to remediate the condition and the Public Works Director approves the corrective action.

13.06.090 – Appeals

- A. Any customer aggrieved by a determination, requirement, or enforcement action made pursuant to this chapter may file a written appeal with the Public Works Director within ten (10) calendar days of the date of the notice or action being appealed.
- B. The Public Works Director shall review the appeal and issue a written decision. The decision of the Public Works Director may be appealed to the City Administrator by filing a written appeal within ten (10) calendar days of the Director's decision. The decision of the City Administrator shall be final.
- C. The filing of an appeal shall not stay enforcement of this chapter unless the City Administrator determines that a stay is appropriate and that the public water system will remain adequately protected during the pendency of the appeal.

SECTION 3. ENVIRONMENTAL DETERMINATION. Adoption of this ordinance 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 4. INCONSISTENCIES. Any provision of the Bishop Code of Ordinances or appendices thereto inconsistent with the provisions of this ordinance, to the extent of such inconsistencies and/or further, is hereby repealed or modified to the extent necessary to affect the provisions of this ordinance.

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

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

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

PASSED, APPROVED AND ADOPTED this __ day of _____, 2026.

Stephen Muchovej, Mayor

ATTEST: _____
Robin Picken, City Clerk



Agenda Item: 9.E
Date of Meeting: January 26, 2026
Department: Planning

STAFF REPORT

To: City Council
From: Ana Budnyk
Subject: **ORDINANCE - Second Reading and Adoption of an Ordinance Repealing and Replacing Chapter 17.75 (Accessory Dwelling Units and Junior Accessory Dwelling Units)**
Prepared On: January 20, 2026
Attachments: Ordinance - Repealing and Replacing Ch. 17.75 ADU and JADU - 2026 01 26
Exhibit A - CHAPTER_17.75.___ADU_and_JADU

Background/History:

State law governing Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) has undergone substantial revisions between 2020 and 2025. As a result, the City's existing ADU ordinance is no longer compliant with current State requirements.

The attached ordinance repeals and replaces Chapter 17.75 in its entirety to ensure full consistency with State law.

The Planning Commission held a public hearing on November 25, 2025, and adopted a Resolution recommending approval of the proposed ordinance, including the new parking hardship exception language.

On January 12, 2026, the City Council held a Public Hearing and approved the First Reading/Introduction of the proposed ordinance with new parking language section 17.75.060. (E.) 2: *Parking hardship exception may be granted for ADUs when the provision of an off-street parking space would eliminate an existing on-street parking space, require the removal of a tree with a diameter at breast height (DBH) of six (6) inches or greater, or when the addition of an off-street parking space would result in a driveway width exceeding 24 feet.*

Budget Impacts:

N/A

Legal Review:

Attorney Russell A. Hilderbrand has reviewed the item.

Recommended Action:

Approve the Second Reading and adopt the proposed ordinance by title only.

Approved By: Robin Picken 1/20/2026

Approved By: Pam Foster 1/21/2026

Approved By:

Approved By:

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, REPEALING AND REPLACING CHAPTER 17.75 OF THE BISHOP MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

WHEREAS, State law governing Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) have undergone substantial revisions between 2020 and 2025; and

WHEREAS, the City's existing ADU ordinance is no longer compliant with current State requirements; and

WHEREAS, the City of Bishop Planning Commission held a public hearing on November 25, 2025 and adopted Resolution No. PC 2025-04 recommending approval of the proposed ordinance, including new parking hardship exception language.

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

The City Council repeals and replaces Chapter 17.75 in its entirety with Exhibit A to ensure full consistency with State law.

PASSED, APPROVED AND ADOPTED this 26th day of January, 2026.

Stephen Muchovej, Mayor

ATTEST: _____
Robin Picken, City Clerk

EXHIBIT A

- CODE OF ORDINANCES

Title 17 - ZONING

CHAPTER 17.75. ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

CHAPTER 17.75. ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

17.75.010. Accessory dwelling units; Junior Accessory Dwelling Units—Purpose and definitions.

A. Purpose.

1. The city finds and declares that accessory dwelling units and junior accessory dwelling units are an important form of housing that contributes to the character and diversity of housing opportunities in the city. Accessory dwelling units and junior accessory dwelling units provide workforce housing, housing for family members, students, the elderly, in-home health care providers, the disabled, and others, at below-market rental rates within existing neighborhoods.
2. It is the intent of the city to encourage accessory dwelling units and, additionally, to impose standards on such units that will enable homeowners to create accessory dwelling units that will be compatible, as much as possible, with their neighborhoods. An additional purpose of this chapter is to comply with Government Code § 65852.2 relative to accessory dwelling units and junior accessory dwelling units.
3. This Chapter establishes standards for accessory dwelling units (ADUs) in accordance with California Government Code Section 66310 et seq. and junior accessory dwelling units (JADUs) in accordance with California Government Code Section 66333 et seq. These standards are intended to allow for ADUs and JADUs as important forms of affordable housing, while preserving the character and integrity of Bishop's residential uses and neighborhoods.
4. In cases of conflict between this Chapter and any other provision of this title, the provisions of this Chapter shall prevail. To the extent that any provision of this Chapter is in conflict with state law, the mandatory requirement of state law shall control, but only to the extent legally required.

B. Prohibition on Sale or Transfer of ADU. An ADU shall not be sold or conveyed separately from the primary dwelling, except as allowed by California Government Code Section 66341.

C. Definitions. The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

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1. The terms "*accessory dwelling unit*," "junior accessory dwelling unit", "*public transit*," "*passageway*," and "*tandem parking*" all have the same meanings as that stated in Government Code § 66313.
 2. *Housing organization* shall have the same meaning as defined in Government Code § 65589.5(k)(2).
 3. For purposes of this Chapter, "primary dwelling" shall mean as follows:
 - a. In the case of a single-unit residential zone, the existing single-unit dwelling, or the larger of two proposed units.
 - b. In the case of any other residential or mixed-use zone in which a single-unit dwelling exists on the property, the existing dwelling.
 - c. In the case of a multi-unit or mixed-use zone which allows residential use, the existing or proposed multi-unit units.
 4. For purposes of this Chapter, "multi-unit dwelling" shall have the same meaning as "multifamily dwelling" as defined under State ADU law, which means a structure with two or more attached dwellings on a single lot.
 5. The definitions set forth in California Government Code Section 66313 et seq. relating to ADUs and JADUs shall control if not defined herein.

17.75.020. Applications – ADUs and JADUs.

- A. Applications for ADUs and JADUs shall be ministerially approved or denied within 60 days of receipt of a complete application. An application shall be approved if it complies with the requirements of this Chapter.
 1. If the application is submitted in conjunction with an application for a new single-unit or multi-unit dwelling, the application for the ADU or JADU shall not be approved or denied until the application for the new single-unit or multi-unit dwelling is approved.
 - a. The City shall determine whether an application to create or serve an accessory dwelling unit is complete and provide written notice of this determination to the applicant not later than 15 business days after the City received the application.
 - b. If the City determines an application is incomplete, the City shall provide the applicant with a list of incomplete items and a description of how the application can be made complete. The list and description shall be provided with the written notice required by subsection 2.

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- c. After receiving a notice that the application was incomplete, an applicant may cure and address the items that are deemed to be incomplete by the City.
 2. In the review of an application submitted pursuant to subsection 4, the City shall not require the application to include an item that was not included in the list required by subsection 3.
 3. If an applicant submits an application pursuant to subsection 4, the City shall determine whether the additional application has remedied all incomplete items listed in the determination issued pursuant to subsection 3. This additional application is subject to the timelines and requirements specified in subsection 2.
 4. If the City does not make a timely determination as required by this paragraph, the application or resubmitted application shall be deemed to be complete for the purposes of this section.
 5. If the application is denied, the city shall return a full set of comments in writing to the applicant with a list of items that are defective or deficient with a description of how the application can be remedied by the applicant. These comments shall be provided to the applicant within 60 days of a complete application.
 6. If a detached garage is to be replaced with an ADU, the demolition permit shall be reviewed with the application for the ADU and issued at the same time.
 7. The city shall grant an extension if requested by the applicant.
 8. If the city does not approve or deny the completed application within 60 days, the application shall be deemed approved.
 9. Notwithstanding the above, if the applicant uses a plan for an ADU that has been preapproved by the city or a plan that is identical to a plan used in an application for a detached ADU approved by the city within the current triennial California Building Standards Code cycle, the application shall be approved or denied within 30 days from the date of a complete application.
- B. All applications for ADUs and JADUs shall be accompanied by an application fee.
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- C. ADUs and JADUs shall be subject to application, inspection, and permit fees.
 - D. An application for an ADU or a JADU shall not be denied due to the need to correct nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the unit.
 - E. Approval of an ADU or a JADU shall not be conditioned on the correction of a nonconforming zoning condition.

17.75.030 Unpermitted Structures Constructed Prior to January 1, 2020. The following provisions apply to structures constructed prior to January 1, 2020.

- A. No application or permit shall be denied for an unpermitted ADU or JADU that was constructed prior to January 1, 2020, based on either of the following:
 - 1. The ADU or JADU is in violation of building standards pursuant to Article 1 of Chapter 5 of Part 1.5 of Division 13 of the California Health and Safety Code (commencing with Section 17960); or
 - 2. The ADU or JADU does not comply with state law or the provisions of the Bishop Zoning Code regulating ADUs or JADUs.
- B. The provisions of Section 17.75.030 A., above, shall not apply if the city makes a finding that correcting the violation is necessary to comply with the standards specified in California Health and Safety Code Section 17920.3 or if the building is deemed substandard pursuant to California Health and Safety Code Section 17920.3.
 - 1. The city shall inform a homeowner that, before submitting an application for a permit for an unpermitted structure, the homeowner may obtain a confidential third-party code inspection from a licensed contractor to determine the unit's existing condition or potential scope of building improvements before submitting an application for a permit.
 - 2. Upon receiving an application to permit a previously unpermitted ADU or JADU constructed before January 1, 2020, an inspector from the city may inspect the unit for compliance with health and safety standards and provide recommendations to comply with such standards in order to obtain a permit. The city shall not penalize an applicant for having the unpermitted ADU or JADU and shall approve necessary permits to correct noncompliance with health and safety standards. Such inspection will be subject to applicable

inspection fees.

3. A homeowner shall not be required to pay impact fees or connection or capacity charges for a previously unpermitted unit except when utility infrastructure is required to comply with California Health and Safety Code Section 17920.3 and when the fee is authorized by California Government Code Section 66324(e).
4. Until January 1, 2030, the city shall issue a statement along with a notice to correct a violation of any provision of any building standard relating to an unpermitted ADU that substantially reads as follows:

You have been issued an order to correct violations or abate nuisances relating to your ADU. If you believe that this correction or abatement is not necessary to protect the public health and safety you may file an application with the Planning Director. If the City determines that enforcement is not required to protect the health and safety, enforcement shall be delayed for a period of five years from the date of the original notice.

17.75.040. Utilities and Fees.

A. All ADUs and JADUs must be connected to public utilities including water, electric, and sewer services.

B. *Impact fees.*

1. No impact fee shall be imposed on any ADU of 750 square feet or less of interior livable space in size.
2. For ADUs greater than 750 square feet of interior livable space impact fees shall be charged proportionately in relation to the square footage of the primary dwelling.
3. All applicable public service and recreation impact fees shall be paid prior to occupancy in accordance with California Government Code Sections 66000 et seq. and 66012 et seq.
4. For purposes of this Chapter, "impact fee" shall have the same meaning as set forth in California Government Code Section 66324.

C. *Connection Fees/Capacity Charges.*

1. An ADU shall not be considered to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including for water and sewer service, unless the ADU is being constructed with a new single-unit dwelling.
2. For an ADU contained within a proposed or existing single-unit dwelling meeting the requirements of Section 17.75.060, below, the city shall not impose a connection fee or capacity charge, unless the unit is being constructed with a new single-unit dwelling. For all other ADUs, the city shall charge a connection fee or capacity charge that is proportionate to the burden of the proposed ADU based on the size of the unit or number of plumbing fixtures.
3. A JADU shall not be considered to be a separate or new dwelling unit for purposes of providing water, sewer, or power, unless constructed concurrently with a new single-family dwelling (Gov. Code, § 66324, subd. (b)). .

D. *Application fees.* Application fees for an accessory dwelling unit shall be paid in an amount specified by resolution of the city council, unless constructed concurrently with a new single-family dwelling.

17.75.050 Accessory dwelling units—Size standards.

All accessory dwelling units shall not exceed the size standards listed below for attached or detached units or garages.

- A. *Attached units in single-family dwellings, new construction.* The maximum interior livable floor area of an attached accessory dwelling unit on a single-family lot shall be the higher of the following applicable standards:
 - 1. 850 square feet for an accessory dwelling unit that is a studio or one-bedroom unit;
 - 2. 1,000 square feet for an accessory dwelling unit that has two or more bedrooms; or
 - 3. 50 percent of the total floor area of the existing or proposed primary dwelling.
- B. *Detached units on single-family dwelling lots, new construction.*
 - 1. A detached unit shall not exceed 1,200 square feet of living area.
 - 2. A single-car carport may be attached to the detached accessory dwelling unit.
- D. *Existing accessory structure 1,050 square feet or less.* When an existing accessory structure with a floor area of 1,050 square feet or less is converted to an ADU, the floor area may be increased up to a maximum of 1,200 square feet.
- E. *Existing accessory structure greater than 1,050 square feet.* The physical dimensions of an existing accessory structure with a floor area greater than 1,050 square feet may be increased by not more than 150 square feet, but only for the purpose of providing ingress or egress.
- F. *Existing home designated as ADU.* If a lot contains an existing single-unit dwelling of no more than 1,200 square feet in size, the existing single-unit dwelling may be designated as an ADU as part of a project to construct a new single-unit dwelling on the lot.
- G. The conversion of an existing accessory structure or a portion of the existing primary residence to an ADU is not subject to unit size requirements. (Gov. Code, § 66323, subd. (a)(1).)
- H. *Setback requirements.*
 - 1. No setbacks are required for accessory dwelling units that are created by converting existing living area or existing accessory structures to new accessory dwelling units or constructing new accessory dwelling units in the same location and to the same dimensions as an existing structure.

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2. For all other accessory dwelling units, there must be a minimum of four feet from side and rear lot lines, and comply with all other applicable front yard setbacks, and any setbacks between structures.

17.75.060. Accessory dwelling units—Development standards.

Any permit for an accessory dwelling unit shall be subject to the development standards listed below.

- A. *Legal lot/residence.* An accessory dwelling unit shall only be allowed on a lot within the city that contains a legal, single-family or multifamily residence as an existing or proposed primary unit on a lot.
- B. *Number of accessory dwelling units per lot.*
 1. Single-Family Converted ADUs and JADUs One ADU per lot is permitted within the converted space of a proposed or existing single-family dwelling or accessory structure. This type of ADU must have exterior access and setbacks for fire and safety but is not subject to a four-foot side and rear yard setback. (Gov. Code, § 66323, subd. (a)(1).)

ADUs converted from accessory structures are eligible for a 150 square-foot expansion to accommodate ingress and egress. For example, if a second story from a singlefamily dwelling is converted into an ADU, a stairwell of not more than 150 square feet could be added, among other types of ingress and egress configurations that comply with the local building code. (Gov. Code, § 66323, subd. (a)(1)(A).)

In addition, one JADU per lot is permitted within the proposed or existing space of a single-family dwelling or accessory structure and must have exterior access, side and rear setbacks for fire and safety. (Gov. Code, § 66323, subd. (a)(1).) JADUs must also comply with the provisions of JADU Law found in Government Code sections 66333- 66339. For the purposes of constructing a JADU, attached garages are part of a single family dwelling. (Gov. Code, § 66333, subd. (d).) For more information, please see the Handbook section on JADUs.

2. Single-Family Detached ADUs One detached new construction ADU that does not exceed four-foot side and rear yard setbacks is permitted on lots with an existing or proposed single-family dwelling (Gov. Code, § 66323, subd. (a)(2)). The maximum unit size is 800 square feet with a height limitation of 16, 18, or 20 feet depending on conditions specified in Government Code section 66321, subdivision (b)(4). (Gov. Code, § 66323, subd. (a)(2)(B).)

2. Multifamily Converted ADUs

ADUs may be created within the portions of existing multifamily structures that are not used as livable space (Gov. Code, § 66323, subd. (a)(3)(A)). Local agencies shall allow 19 at least one ADU within

an existing multifamily dwelling and up to 25 percent of the existing multifamily dwelling units (Gov. Code, § 66323, subd. (a)(3)(B)). Examples of structures that are not used as livable space include, but are not limited to: storage rooms, boiler rooms, passageways, attics, basements, or garages (Gov. Code, § 66323, subd. (a)(3)(A)).

3. Multifamily Detached ADUs

Up to two detached ADUs are allowed on a lot that has a proposed multifamily dwelling, or up to eight detached ADUs are allowed on a lot with an existing multifamily dwelling, not to exceed the number of existing units on the lot. These ADUs are subject to a four foot rear and side yard setbacks and height limits of 16, 18, or 20 feet depending on conditions specified in Government Code section 66321, subdivision (b)(4). (Gov. Code, § 66323, subd. (a)(4)(A).) A local agency may not require that a setback be modified for an existing multifamily dwelling with setbacks less than four feet as a condition of ADU application approval (Gov. Code, § 66323, subd. (a)(4)(B)).

C. *Building code compliance.* All new accessory dwelling units must satisfy the requirements contained in the building code and fire code as currently adopted by the city, including applicable energy efficiency standards associated with title 24 of the California Code of Regulations (CCR title 24) However, fire sprinklers shall not be required if they were not required in the primary residence.

D. *Height.* ADUs shall be subject to the following height limitations:

1. A height of 16 feet for a detached ADU on a lot with an existing or proposed single unit or multi-unit dwelling unit.
2. A height of 18 feet for a detached ADU on a lot with an existing or proposed single unit or multi-unit dwelling unit that is within one-half mile walking distance of a major transit stop or a high-quality transit corridor as defined in California Public Resources Code Section 21155. The ADU may have an additional two feet in height to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.
3. A height of 18 feet for a detached ADU on a lot with an existing or proposed multi-unit, multistory dwelling.
4. A height of 25 feet or the height limit of the applicable zone that applies to the primary dwelling, whichever is lower, for an ADU that is attached to a primary dwelling. For an ADU constructed above the detached garage, the height limit shall be 25 feet. In no event shall the ADU exceed two stories.

E. *Parking.*

1. The city shall not require the owner to provide more than one additional parking space per accessory dwelling unit or per bedroom, whichever is less. The required parking space may be provided as:
 - a. Tandem parking on an existing driveway in a manner that does not encroach onto a public sidewalk and otherwise complies with city parking requirements; or
 - b. Within a setback area or as tandem parking in locations determined feasible by the city for such use. Locations will be determined infeasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the city.
2. Parking hardship exception may be granted for ADUs when the provision of an off-street parking space would eliminate an existing on-street parking space, require the removal of a tree with a diameter at breast height (DBH) of six (6) inches or greater, or when the addition of an off-street parking space would result in a driveway width exceeding 24 feet.
3. Notwithstanding the foregoing, no parking spaces shall be required for accessory dwelling units in the following instances:
 - a. It is located within one-half mile walking distance of public transit;
 - b. It is located within an architecturally and historically significant district;
 - c. It is part of a proposed or existing primary residence or an accessory structure;
 - d. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit; or
 - e. Where there is a car share vehicle located within one block of the accessory dwelling unit.
4. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the off-street parking spaces do not have to be replaced.
5. No new curb cuts are allowed for an accessory dwelling unit unless the director of public works determines the curb cuts are reasonably necessary and serve the public interest.

- F. *Historic preservation.* If the accessory dwelling unit is to be constructed on a parcel identified on any federal, state or local list of historic or formally determined eligible historic resources, the accessory dwelling unit shall not adversely compromise the property's integrity to convey its historic significance through its: setting, location, design, materials, workmanship, feeling or

association, as described in National Register Bulletin 15. Likewise, the accessory dwelling unit shall not be placed or constructed so as to result in a modification of the existing historic resource on the parcel, unless alterations to the existing primary dwelling unit conform to the United States Secretary of Interior's Standards for Treatment of Historic Properties.

- G. *Design requirements for new units.* All new accessory dwelling units must comply with the following design requirements:
 - 1. The materials, colors, and architecture shall be complementary to those of the primary unit.
 - 2. Lighting shall not spill on to neighboring lots.
- H. *Distance.* The distance between any detached accessory dwelling unit and the main dwelling shall comply with those requirements applicable to garages and other accessory buildings.
- I. Accessory dwelling units approved under this Chapter shall not be rented for a term of less than 30 days.

17.75.070. Accessory dwelling unit and junior accessory dwelling unit exceptions.

- A. Development standards relating to the size of an ADU, including size based on a percentage of the primary dwelling, limits on lot coverage, floor area ratio, open space, front setbacks, building separation, and minimum lot size shall be waived to the extent required to allow construction of an ADU with 800 square foot of interior livable space.
- B. Accessory dwelling units or junior accessory dwelling units approved under this Chapter shall not be required to correct legal nonconforming zoning conditions.

17.75.080. General plan consistency of accessory dwelling units.

In adopting these standards, the city recognizes that the approval of dwelling units may, in some instances, result in dwelling densities exceeding the maximum densities prescribed by the general plan. The city finds that this occurrence is consistent with the general plan, as allowed under state planning and zoning law applicable to dwelling units, and that the amendment furthers the goals, objectives, and policies of the general plan housing element.

17.75.090. Junior accessory dwelling units.

- A. *Purposes.* This section provides standards for the establishment of junior accessory dwelling units, an alternative to the standard accessory dwelling unit. Junior accessory dwelling units will typically be smaller than an accessory dwelling unit and will be constructed within the walls of an existing single-family structure.

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- B. Size. A junior accessory dwelling unit shall not exceed 500 square feet of interior livable space in size.
 - C. Owner-occupancy requirement. The owner of a parcel proposed for a junior accessory dwelling unit shall occupy as a primary residence either the primary dwelling or the junior accessory dwelling when the junior accessory dwelling unit and the primary dwelling share sanitation/bathroom facilities. Owner-occupancy is not required if the owner is a governmental agency, land trust, or housing organization.
 - D. Sale prohibited. A junior accessory dwelling unit shall not be sold independently of the primary dwelling on the parcel.
 - E. Short-term rentals. The junior accessory dwelling unit shall not be rented for periods of less than 30 days.
 - F. Location of junior accessory dwelling unit. A junior accessory dwelling unit shall be created within the existing walls of an existing or proposed primary dwelling, including in an attached garage.
 - G. Kitchen requirements. The junior accessory dwelling unit shall include an efficiency kitchen, including a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.
 - H. Parking. No additional parking is required beyond that required at the time the existing primary dwelling was constructed.
 - I. Separate Entrance. JADU without a separate bathroom shall include a separate entrance from the main entrance to the proposed JADU, with an interior entry to the main living area.
 - J. Sanitation Facilities. A JADU may, but is not required to, include separate sanitation facilities. If separate sanitation facilities are not provided, the JADU shall share sanitation facilities with the single-unit residence and shall have direct access to the single-unit residence from the interior of the dwelling unit.
 - K. Fire protection; utility service. For the purposes of any fire or life protection ordinance or regulation or for the purposes of providing service for water, sewer, or power, a junior accessory dwelling unit shall not be considered a separate or new unit, unless the junior accessory dwelling unit was constructed in conjunction with a new single-family dwelling. No separate connection between the junior accessory dwelling unit and the utility shall be required for units created within a single-family dwelling, unless the junior accessory dwelling unit is being constructed in connection with a new single-family dwelling.
 - L. Deed restriction. Prior to the issuance of a building permit for a junior accessory dwelling unit, the owner of any new JADU shall record against the

property a deed restriction, which shall run with the land, in a form that meets the approval of the city attorney and which establishes the following:

1. The JADU shall not be sold separately from the single-family residence;
2. The JADU is restricted to the maximum size allowed per the standards set forth in this section;
3. The JADU may not be rented for a period of less than thirty days;
4. A restriction that the owner must reside either in the primary dwelling or in the JADU. This restriction shall not apply if the owner of the single-family dwelling is a governmental agency, land trust, or housing organization.
5. The deed restriction shall be binding upon any successor in ownership of the property.

17.75.100 Mandatory Approvals.

Notwithstanding any other provision of this section, pursuant to California Government Code Section 66323, the city shall ministerially approve an application for a building permit within any residential or mixed-use zone to create any of the following:

- A. One ADU and one JADU within the existing or proposed space of a single-unit dwelling or accessory structure.

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1. An existing accessory structure may be expanded by up to 150 square feet solely for the purpose of accommodating ingress and egress to an ADU.
 2. The ADU and/or JADU must have exterior access from the proposed or existing single-unit dwelling.
 3. The side and rear setbacks must be sufficient for fire and safety.
 4. If the unit is a JADU, it must comply with the requirements of California Government Code Section 66333 et seq, as further set forth in Section 18.12.150.L, above.
- B. One detached, new construction, ADU that does not exceed four-foot side and rear yard setbacks for a lot with an existing or proposed single-unit dwelling. The ADU may be combined with a JADU described in Section 17.75.060 D, above. The ADU shall not exceed 800 square feet and shall not exceed the height limits set forth in Section 17.75.060 D above.
- C. On a lot with an existing multi-unit dwelling structure, up to 25 percent of the total multi-unit dwelling units, but no less than one ADU, within portions of existing multi-unit dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, provided that each ADU complies with state building standards.
- D. On a lot with an existing multi-unit dwelling structure, up to eight detached ADUs, provided that the number of ADUs on the lot shall not exceed the number of existing units on the lot. Setbacks shall be limited to side and rear setbacks of no more than four feet. If the existing multi-unit dwelling has a rear or side setback of less than four feet, the city shall not require modification as a condition of approving the application for the proposed ADU(s). The height shall not exceed the height limits set forth in Section 18.12.150.K.2.a.i-iii, above. On a lot with a proposed multi-unit dwelling structure, up to two detached ADUs. Side and rear yard setbacks shall be no more than four feet. The height shall not exceed the height limits set forth in Section 18.12.150.K.2.a.i-iii, above.
- E. The city shall not require the correction of nonconforming zoning conditions as a condition of approving the application for the proposed ADU(s).
- F. An ADU and/or JADU created pursuant to this subsection shall not be rented for periods of less than thirty-one days.

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- G. Certificate of Occupancy. No certificate of occupancy shall be issued for an ADU or JADU until the certificate of occupancy is issued for the primary unit.

17.75.110. Accessory dwelling units/junior accessory dwelling units; appeal process.

- A. Applicants may file an appeal of the decision of the planning director related to an accessory dwelling unit or junior accessory dwelling unit permit consistent with this section.
- B. The appeal shall be made to the planning commission. The planning commission shall review the appeal at a public meeting and shall provide a final written determination by not later than 60 business days after receipt of the applicant's written appeal. No formal notice or public hearing is required. The planning commission will not consider such an appeal unless the appeal contains allegations that the determination to deny or incorrectly approve a permit, or impose conditions on the permit, exceeded the authority granted to the city planner by this chapter. The appeal must be filed with the City Clerk within 10 days of the final decision of the planning director.



Agenda Item: 9.F
Date of Meeting: January 26, 2026
Department: Community Services

STAFF REPORT

To: City Council
From: Dan McElroy
Subject: **Challenger Sports - Letter of Extension**
Prepared On: January 20, 2026
Attachments: Vendor_Agreement Challenger Sports 2024 02 12.pdf
Letter of Agreement - Bishop P&R (1).pdf
Letter of Agreement - Bishop P&R 2026.pdf
CITY OF BISHOP Challenger Sports - signed.pdf

Background/History:

The Community Services Department has used the vendor Challenger Sports Soccer to provide youth soccer for the Olympic Kids Summer Camps for the past 7 years. In that time the Community Services Department has analyzed this agreement on an annual basis. The Community Services Department Program staff would recommend the continuation of these services. The current agreement has the option to extend for one-year as long as parties agree.

Analysis/Discussion:

The Vendor Agreement between the City of Bishop and Challenger Sports will expire on January 21st, 2026. Challenger Sports has provided the Community Services Department with a one-year letter of extension. This letter of extension will be for a one-year term that will end on January 21st, 2027. Attached is a letter from the City of Bishop stating that this agreement will be in full force for a one-year term ending on January 21st, 2027.

Budget Impacts:

This item is accounted for in the 2025-2026 Community Services Summer Camps Budget in the amount of \$3,600.00.

Legal Review:

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

Recommended Action:

Council to approve the Challenger Sports Agreement Letter Extension for a term of one year with the term ending on January 21st, 2027.

Approved By: Pam Foster 1/21/2026

Approved By:

Approved By:

Approved By:

VENDOR AGREEMENT FOR REOCCURRING SERVICES Between The City of Bishop and Challenger Sports

This VENDOR AGREEMENT FOR REOCCURRING SERVICES ("AGREEMENT") is made and entered into as of February 12th, 2024, through February 11th, 2025, by and between the City of Bishop, a municipal corporation ("AGENCY"), and Challenger Sports ("VENDOR").

RECITALS:

AGENCY wishes to retain the services of an experienced and qualified VENDOR to provide experience and instructors for the City of Bishop Summer Camps.

Challenger Sports represents and warrants that it is qualified to perform those services.

AGREEMENT:

I. SERVICES TO BE PERFORMED BY VENDOR

VENDOR will provide the services listed in the Scope of Services attached hereto as Exhibit A. VENDOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

II. TERM

Unless earlier terminated in accordance with Paragraph 4 below, the AGREEMENT will continue in full force and effect from the Effective Date through January 21st, 2025. Upon mutual written AGREEMENT, the term of this AGREEMENT can be extended annually for an additional one (1) year period, or longer as the parties agree.

III. COMPENSATION

A. Vendor's Fee

For services rendered pursuant to this AGREEMENT, VENDOR will be paid in accordance with the Compensation Schedule attached hereto as Exhibit B, provided, however, that in no event will the total amount of money paid the VENDOR, for services initially contemplated by this AGREEMENT, exceed the sum of \$3,600, unless otherwise first approved in writing by AGENCY. Should this AGREEMENT be renewed, the VENDOR's fee may be adjusted upon the written AGREEMENT of the parties.

B. Schedule of Payment

Provided the VENDOR is not in default under the terms of this AGREEMENT, upon presentation of an invoice, VENDOR will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within thirty (30) days after the date of the invoice.

IV. TERMINATION OF AGREEMENT

- A.** The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the VENDOR at least ten (10) days prior written notice. The AGENCY may at anytime, suspend or terminate the AGREEMENT, or any portion hereof, due to cancellation because of California COVID-19 guidelines and mandates. Upon receipt of said notice, the VENDOR shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT, such suspension or 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 VENDOR the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the VENDOR will submit an invoice to the AGENCY pursuant to Section 3.

V. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

VI. RETENTION OF FUNDS

VENDOR authorizes AGENCY to deduct from any amount payable to VENDOR (whether or not arising out of this AGREEMENT) any amounts the payment of which may be in dispute or that are necessary to compensate AGENCY for any

losses, costs, liabilities, or damages suffered by AGENCY, and all amounts for which AGENCY may be liable to third parties, by reason of VENDOR's acts or omissions in performing or failing to perform VENDOR's obligations under this AGREEMENT. In the event that any claim is made by a third party, the amount or validity of which is disputed by VENDOR, or any indebtedness exists that appears to be the basis for a claim of lien, AGENCY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of AGENCY to exercise the right to deduct or to withhold will not, however, affect the obligations of VENDOR to insure, indemnify, and protect AGENCY as elsewhere provided in this AGREEMENT.

VII. AGENCY REPRESENTATIVE

Daniel McElroy, Community Services Manager and Deston Dishion, City Administrator are designated as the "CO-AGENCY Representative", authorized to act in its behalf with respect to the work and services specified in this AGREEMENT and to make all decisions in connection with this AGREEMENT. Whenever approval, directions, or other actions are required by AGENCY under this AGREEMENT, those actions will be taken by the AGENCY Representative, unless otherwise stated. The AGENCY's Chief Executive has the right to designate another AGENCY Representative at any time, by providing notice to VENDOR.

VIII. VENDOR REPRESENTATIVE(S)

The following principal(s) of VENDOR are designated as being the principal(s) and representative(s) of VENDOR authorized to act in its behalf with respect to the work specified in this AGREEMENT and make all decisions in connection with this AGREEMENT:

Challenger Sports Representative: Jack Drew.

IX. INDEPENDENT CONTRACTOR

The VENDOR is, and at all times will remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its officials, employees or agents will have control over the conduct of the VENDOR or any of the VENDOR's employees, except as otherwise set forth in this AGREEMENT. The VENDOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

X. BUSINESS LICENSE

The VENDOR must obtain an Agency business license prior to the start of work under this AGREEMENT, unless VENDOR is qualified for an exemption.

XI. OTHER LICENSES AND PERMITS

VENDOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this AGREEMENT.

XII. VENDOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the VENDOR's time pertaining to the project, and records of accounts between AGENCY and the VENDOR, will be kept on a generally recognized accounting basis. VENDOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to AGENCY during normal working hours. VENDOR will maintain these records for three (3) years after final payment.

XIII. INDEMNIFICATION

VENDOR shall indemnify, defend, and hold harmless the AGENCY, and its officers, employees and agents, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the VENDOR's performance of its obligations under this AGREEMENT or out of the operations conducted by VENDOR, including the AGENCY's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the AGENCY. In the event the AGENCY indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from VENDOR's performance of this AGREEMENT, the VENDOR shall provide a defense to the AGENCY indemnitees or at the AGENCY's option, reimburse the AGENCY indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between VENDOR and AGENCY, as to whether liability arises from the sole negligence of the AGENCY or its officers, employees, or agents, VENDOR will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely negligent. VENDOR 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.

XIV. NON-LIABILITY OF AGENCY OFFICERS AND EMPLOYEES

No officer or employee of AGENCY will be personally liable to VENDOR, in the event of any default or breach by the AGENCY or for any amount that may become due to VENDOR.

XV. INSURANCE

Without limiting VENDOR's indemnification of AGENCY, and prior to commencement of Work, VENDOR 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 that is satisfactory to AGENCY.

General liability insurance. VENDOR 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. VENDOR 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 VENDOR 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.

Umbrella or excess liability insurance. [Optional depending on limits required] VENDOR shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

VENDOR 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. VENDOR shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. 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 at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. VENDOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by VENDOR, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by VENDOR 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 VENDOR or AGENCY will withhold amounts sufficient to pay premium from VENDOR 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 VENDOR or others providing insurance evidence in

compliance with these specifications to waive their right of recovery prior to a loss. VENDOR 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). VENDOR acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform VENDOR 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 VENDOR maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. VENDOR agrees to oblige its insurance agent or broker and insurers to provide to 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.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability 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 VENDOR'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. VENDOR agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by VENDOR, provide the same minimum insurance

coverage and endorsements required of VENDOR. VENDOR 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. VENDOR agrees that upon request, all AGREEMENTS with consultants, subcontractors, and others engaged in the project 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 VENDOR ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the VENDOR, the AGENCY and VENDOR may renegotiate VENDOR'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. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

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

Additional insurance. VENDOR 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.

XVI. SUBCONTRACTORS

Before VENDOR retains or hires a subcontractor to provide any work, labor, or services relative to this AGREEMENT, VENDOR must:

- A. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to AGENCY;
- B. Present to the AGENCY the form of subcontract that will be used with the subcontractor for AGENCY's approval, which approval will not be unreasonably withheld. Such subcontract AGREEMENT must include an indemnity agreement that is generally in accord with the indemnity obligations contained in Paragraph 13 of this AGREEMENT and must specifically name the AGENCY as an indemnified party; and
- C. Secure from the subcontractor evidence of insurance coverage that meets with this AGREEMENT including naming the AGENCY as an additional insured as required by this AGREEMENT, unless such requirement is

waived in writing by the AGENCY Risk Manager as provided in Paragraph 17 below.

XVII. CONFLICT OF INTEREST

No officer or employee of the AGENCY may have any financial interest, direct or indirect, in this AGREEMENT, nor may any officer or employee participate in any decision relating to the AGREEMENT that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

XVIII. NOTICE

All notices, requests, demands, or other communications under this AGREEMENT will be in writing. Notice will be sufficiently given for all purposes as follows:

- A. Personal delivery. When personally delivered to the recipient; notice is effective on delivery.
- B. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice; notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
- C. Certified mail. When mailed certified mail, return receipt requested; notice is effective on receipt, if delivery is confirmed by a return receipt.
- D. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account; notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice; notice is effective on receipt.

Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To AGENCY: City of Bishop
377 West Line Street
Bishop, CA 93514
Attention: Daniel McElroy

To VENDOR: Challenger Sports
1540 River Park #224A
Sacramento, CA 95815
Attention: Jack Drew

- F. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- G. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this AGREEMENT. Any change in address or fax number that is not provided to the other party will not void delivery of any notice under this AGREEMENT, and delivery to the last known address or fax number shall be deemed sufficient for notice under this AGREEMENT.

XIX. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This AGREEMENT and all exhibits are binding on the heirs, successors, and assigns of the parties. The AGREEMENT may not be assigned or subcontracted by either AGENCY or VENDOR without the prior written consent of the other.

XX. INTEGRATION; AMENDMENT

This AGREEMENT represents the entire understanding of AGENCY and VENDOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this AGREEMENT. The AGREEMENT may not be modified or altered except in writing signed by both parties.

XXI. INTERPRETATION

The terms of this AGREEMENT should be construed in accordance with the meaning of the language used and should not be construed for or against either

party by reason of the authorship of this AGREEMENT or any other rule of construction that might otherwise apply.

XXII. SEVERABILITY

If any part of this AGREEMENT is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the AGREEMENT will remain in full force and effect.

XXIII. TIME OF ESSENCE

Time is of the essence in the performance of this AGREEMENT.

XXIV. GOVERNING LAW; JURISDICTION

This AGREEMENT will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the AGREEMENT will be in a court of competent jurisdiction within the county in which AGENCY is located.

XXV. COMPLIANCE WITH STATUTES AND REGULATIONS

VENDOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

XXVI. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this AGREEMENT.

XXVII. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this AGREEMENT (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this AGREEMENT, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment, including post judgment attorney's fees costs and expenses and any attorneys' fees or costs incurred on appeal of any judgment.

XXVIII. EXHIBITS

All exhibits identified in this AGREEMENT are incorporated into the AGREEMENT by this reference.

Dean Pucci
Dean Pucci (Feb 21, 2024 12:14 PST)

XXIX. VENDOR'S AUTHORITY TO EXECUTE

The persons executing this AGREEMENT on behalf of the VENDOR warrant that (i) the VENDOR is duly organized and existing under the appropriate State laws; (ii) they are duly authorized to execute this AGREEMENT on behalf of the VENDOR; (iii) by so executing this AGREEMENT, the VENDOR is formally bound to the provisions of this AGREEMENT; and (iv) the entering into this AGREEMENT does not violate any provision of any other AGREEMENT to which the VENDOR is bound.

VENDOR: Challenger Sports

By: Jack Drew
Jack Drew (Feb 21, 2024 10:49 PST)
(Signature)

(Typed Name)

(Title)

AGENCY: City of Bishop
A Municipal Corporation


Deston Dishion, City Administrator

ATTEST:

Robin Picken
Robin Picken, City Clerk

APPROVED AS TO FORM:

Agency Attorney

By: Dean Pucci
Dean Pucci (Feb 21, 2024 12:14 PST)
Dean Pucci, City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Compensation Schedule

EXHIBIT A
SCOPE OF SERVICES

1. Challenger Sports will provide a minimum of three Instructors/Supervisors for the City of Bishop Olympic Kidz Sports Camp. Challenger Sport Instructors will provide 3 hours of soccer instruction from 9:00 am to 12:00 pm daily, Monday – Friday June 10th – 14th, 2024, for children ages 5-12 years of age.
2. The City of Bishop will provide advertisement support for Challenger Sports half-day and full-day camp and provide reservation of venue. Challenger Sports will be responsible for the sign-up and collection of money for the Challenger Sports half-day and full-day camp.
3. The City of Bishop will provide for advertisement, sign-ups, collection of money, and reservation of venue for the Olympic Kidz Sports Camp. The City of Bishop will also be responsible for the pick-up of Olympic Kidz from soccer venue at 12:00pm. The City of Bishop will also provide a water, shade, lunch, and snacks daily at the soccer venue.

EXHIBIT B
COMPENSATION SCHEDULE

The City of Bishop will pay Challenger Sports the amount of \$100.00 per child participating in the Olympic Kidz Sports Camp, up to 36 children, 30 days after invoice is received by the City of Bishop from Challenger Sports in an amount not to exceed \$3,600.



Main: 913-599-4884
Toll-free: 800-878-2167
Fax 913-599-2928

8263 Flint St
Lenexa, KS 66214

Jack Drew
Pacific Northwest Regional Director
Challenger Sports
jdrew@challengersports.com
+1 (401) 442-6384

To Whom It May Concern,

This is Jack Drew of Challenger Sports indicating that I am looking to extend the current agreement with Bishop Parks & Recreation by another year.

Sincerely,

Jack Drew

A handwritten signature in grey ink, appearing to read "Jack Drew", written over a horizontal line.

1/22/2025



Main: 913-599-4884
Toll-free: 800-878-2167
Fax 913-599-2928

8263 Flint St
Lenexa, KS 66214

Jack Drew
Pacific Northwest Regional Director
Challenger Sports
jdrew@challengersports.com
+1 (401) 442-6384

To Whom It May Concern,

This is Jack Drew of Challenger Sports, indicating that I am looking to extend the current agreement with Bishop Parks & Recreation for another year in 2026.

Sincerely,

Jack Drew

A handwritten signature in black ink, appearing to read "Jack Drew". The signature is stylized with loops and a horizontal line extending to the left.

12/12/2025

Pacific Northwest Regional Director
Challenger Sports



CITY OF BISHOP

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

Date: January 13, 2026
Challenger Sports Vendor Agreement Extension

On December 12, 2025, Challenger Sports sent a letter to request for the extension of the Vendor Agreement between Challenger Sports and the City of Bishop Community Services for one year term, The Vendor Agreement between Challenger Sports and the City of Bishop has initial that ends on January 21st, 2025, and can be extended annually for a one-year term as long as parties agree. This agreement was extended for a one-year term on January 21st, 2025, for a term ending on January 21st, 2026.

The letter requesting extension from Challenger Sport will extend this agreement for a one-year term ending on January 21st, 2027. This agreement will be in full force for the one-year extension.

Pam Foster

Pam Foster for 1 - 202512 - 15:16:52

City Administrator, Pam Foster

Jack Drew

Jack Drew for 1 - 202601 - 15:19:57

Challenger Sports. Jack Drew



Agenda Item: 10.A
Date of Meeting: January 26, 2026
Department: Community Services

STAFF REPORT

To: City Council
From: Dan McElroy
Subject: **City Council Discussion on Striping Options of the Upper Tennis Courts**
Prepared On: January 20, 2026

Background/History:

The Community Services Department is working on the Tennis Courts Resurfacing Project. This project includes resurfacing and striping. Currently, the lower Tennis/Pickleball courts have been striped to accommodate both Tennis and Pickleball while the upper courts have only Tennis lines. The Parks and Recreation Commission heard this matter on November 19, 2025, where they made the recommendation to stripe both courts with both sets of lines for more options of use.

Analysis/Discussion:

During the Parks and Recreation Commission Meeting, community members from both Tennis and Pickleball groups addressed the Parks and Recreation Commission through public comment. The recommendation from the Parks and Recreation Commission was to stripe both courts to accommodate both Tennis and Pickleball. The tennis community then raised the issue to the City Council at the November 24th, 2025 meeting.

Recommended Action:

Provide staff direction on the striping of the Tennis Courts in advance of the Tennis Court Resurfacing Project.

Approved By: Pam Foster 1/21/2026

Approved By:

Approved By:

Approved By:



Agenda Item: 10.B
Date of Meeting: January 26, 2026
Department: Administration

STAFF REPORT

To: City Council
From: Pam Foster
Subject: **A-Frame Building - Proposal to Provide Environmental Support Services for the City of Bishop Chamber of Commerce/Visitor's Center Project**
Prepared On: January 21, 2026
Attachments: Helix Environmental Planning Proposal

Background/History:

Located at 690 North Main Street, the A-Frame building housed the Bishop Area Chamber of Commerce and Visitors Center. The building has many visible structural defects which have been a source of concern and on-going conversations between the City and the Chamber. These conversations and observations, including concerns raised by Willdan Engineering led to red tags being issued in a portion of the building.

The City then commissioned further evaluation of the buildings structural integrity. The City engaged Wood Rodgers, Inc. to perform a comprehensive structural condition assessment of the building to evaluate the building's integrity and provide clear guidance on whether continued use, retrofitting, or demolition is appropriate. Following this report additional areas were issued red tags.

At the October 27, 2025 City Council meeting the Council gave direction to staff to proceed with the process for the demolition of the A-Frame. Staff has been working with Helix Environmental for the scope of work to move forward with the required Environmental and Permitting processes.

Analysis/Discussion:

The City has a Master Services Agreement with Helix Environmental Planning to provide environmental consulting services for the City of Bishop. Staff has engaged Helix for the regulatory requirements for the demolition of the A-Frame building.

This will be a multi-step process to include:

CEQA Notice of Exemption:

Helix will be working on CEQA compliance including the preparation of a Notice of Exemption

which will include the potential replacement of a building of similar use, size and location within the park. This consideration is required as a part of the CEQA process where in order to process a potential Categorical Exemption for demolition the following must be considered: Existing Facilities, Replacement or Reconstruction, New Construction or Conversion of Small Structures, and Minor Alterations to Land.

Biological Resource Evaluation:

This study will include researching the potential for sensitive species and/or habitats, both within the creek and the surrounding area. It will also an assessment of trees both footprint and overhanging of the project site.

Historic Resource Evaluation:

Helix will do a full assessment and evaluation in order to accurately characterize the historic context and determination of the building.

Preparation of Aquatic Resource Permit Applications:

In order to do any work within the creek, permitting is required through multiple agencies including: California Department of Fish and Wildlife, Lahontan Regional Water Quality Control Board, and the U.S. Army Corps of Engineers. Also, Los Angeles Department Water and Power will have to be consulted.

In preliminary conversations with the Helix Environmental team, the regulatory agencies are concerned about the "bed, bank and below including water quality" of the creek way. Based on the erosion that is seen by the floating foundations on the A-Frame it is anticipated that any suggestion of rehabilitating the addition to the A-Frame would likely result in requirements to "harden" the creek. There are upstream areas of the creek where the creek has been hardened by being lined in concrete. Further lining of the creek in concrete would be a major impact on the character and feel of the creek in the City Park.

All of these studies are required as part of California Environmental Compliance associated with any modification, including demolition of the A-Frame.

Budget Impacts:

The cost of the proposal is \$52,500 which is not included in the current budget. This cost does not include the cost of the permits or any actual demolition or construction work.

Legal Review:

There are no legal issues associated with hiring Helix Environmental for this process.

Recommended Action:

Council consideration to approve the Environmental Support Services agreement with Helix Environmental for the CEQA compliance, Biological Resource Evaluation, Historic Resource Evaluation, and Preparation of Aquatic Resource Permit Applications associated with the demolition of the A-Frame Building in City Park.

Approved By: Pam Foster 1/21/2026

Approved By:

Approved By:

Approved By:

HELIX Environmental Planning, Inc.
1180 Iron Point Road, Suite 130
Folsom, CA 95630
916.435.1205
www.helixepi.com



December 23, 2025

Ms. Nora Gamino, PE
Public Works Director
City of Bishop
377 W. Line Street
Bishop, CA 93514
ngamino@cityofbishop.ca.gov

Subject: Proposal to Provide Environmental Support Services for the City of Bishop Chamber of Commerce/Visitor's Center Replacement Project

Dear Director Gamino:

HELIX Environmental Planning (HELIX) is providing the City of Bishop (City) with this proposal to provide environmental support services for the Chamber of Commerce/Visitor's Center Replacement Project (project). We understand that the identified building has met the end of its serviceable life and requires demolition/replacement. HELIX maintains a Master Services Agreement (MSA/on-call) contract with the City dated June 1, 2024 for this effort. Actual location of the replacement building is to be determined but will likely be located within City Park (but outside of the floodplain of the Bishop Creek). Demolition of the existing structure and replacement with a building of similar dimensions/utility requires assessment under the California Environmental Quality Act (CEQA).

The proposed building replacement project has the potential to impact waters of the U.S. and State (Bishop Creek) during project implementation. Accordingly, state and federal regulatory permits authorized by the U.S. Army Corps of Engineers (USACE), Lahontan Regional Water Quality Control Board (LRWQCB), and/or California Department of Fish and Wildlife (CDFW) will likely be required. HELIX understands that the structural integrity of the building has been previously assessed (and found deficient) as presented in the technical memo prepared by Wood Rodgers (September 2, 2025). We intend to rely upon this engineering assessment, as well as various environmental technical studies and reports previously prepared for the proposed project during the California Environmental Quality Act (CEQA) compliance phase, to inform and guide the regulatory permit applications outlined below.

This scope of services addresses preparation of a Notice of Exemption (NOE) form pursuant to CEQA with the City as the identified Lead Agency. Previously prepared documentation will be utilized as substantial evidence for CEQA compliance and preparation regulatory permit applications in advance of project implementation.

SCOPE OF SERVICES

Task 1: CEQA Notice of Exemption

The proposed project requires discretionary action by the City (acting as CEQA Lead Agency) subjecting the action to CEQA. Our preliminary assessment of the proposed project suggests that the project may be suitable for CEQA processing under one (or more) of the following Categorical Exemptions (CE) per the CEQA Guidelines:

- Section 15301 (Class 1) – Existing Facilities
- Section 15302 (Class 2) – Replacement or Reconstruction
- Section 15303 (Class 3) – New Construction or Conversion of Small Structures
- Section 15304 (Class 4) – Minor Alterations to Land

It should be noted that there is some risk that must be assumed for processing a CE. Should the CE be challenged within the 35-day statute of limitations following adoption, the Lead Agency may be compelled to prepare additional CEQA documentation (i.e., a Negative Declaration or Environmental Impact Report). The CE will include a project description as well as supporting qualitative information and geospatial data. The project description will be supported by the Wood Rodgers (Sept 2025) building evaluation report and the technical studies outlined below.

A draft of the NOE form will be drafted and submitted to the City for review and comment. Following receipt of written comments from the City, HELIX will prepare the final CE for approval by the Lead Agency's deciding entity (Planning Commission or City Council). The 30-day statute of limitations will begin following submittal of the NOE by the City to the County Clerk. HELIX assumes that the Lead Agency will file the Notice of Exemption (NOE) with the State Clearinghouse and County Clerk, along with payment of all necessary filing fees, as needed. The NOE is for the Lead Agency file and does not require circulation for public comment.

Deliverable: Draft/Final NOE with supporting technical information (.pdf format).

Task 2: Biological Resources Evaluation

HELIX will review existing biological documents (as available), conduct an in-house database search for sensitive species known to occur within the project site and vicinity, and prepare field maps. The in-house database search will include a query of the following agency lists of special-status species for the project site and vicinity:

- U.S. Fish and Wildlife Service (USFWS) Sacramento Fish and Wildlife Office;
- California Department of Fish and Wildlife's (CDFW) Natural Diversity Database; and,
- The California Native Plant Society Rare Plant Database.

HELIX will map vegetation and conduct a general botanical and zoological survey of the project site, including mapping the locations of sensitive species and/or habitats observed during the time of the survey (assumed to be spring 2026). Plant and animal species encountered on the site will be identified to the taxonomic level possible at the time of the survey. Protocol surveys for special-status species are not included in this task. If species specific focused/protocol surveys are deemed necessary at such a time, such surveys would require additional authorization. A preliminary assessment as to the potential

jurisdictionality of identified waterways and aquatic resources will be performed and mapped as needed within the project site. We assume a field verification meeting with the US Army Corps of Engineers (USACE) will not be requested by USACE.

A HELIX ISA-certified arborist will conduct an assessment of the trees within and/or overhanging the footprint for the project site. From a review of aerial photos of the site, it is estimated that approximately 12 trees may require assessment. Assessment of additional trees may require a contract amendment. An International Society of Arboriculture (ISA) certified arborist will take field data on woody plants in the project area with a trunk diameter of at least 4-inches at 4.5-feet above grade (diameter at standard height). The location of each tree will be recorded with a sub-meter accurate global positioning system (GPS) and each tree will be tagged with an aluminum tree tag (unless a tag already is present and readable). The diameter of each tree will be measured at approximately 4.5-feet above grade using a caliper or forester's diameter tape measure. For multi-trunked trees, the diameter of each trunk will be measured. Each tree will also be evaluated for vigor and assigned a category ranging from poor (likely to die within 5 years) to fair (dead branches, burns, rots, insects, etc.; but will survive more than 5 years) to excellent. Comments such as number of trunks, irregularities, scars or other growth characteristics or vigor indicators will be recorded for each tree. Finally, the dripline (or canopy) of the trees will be mapped.

The arborist inventory will provide general recommendations for avoidance and/or protective measures during construction if the Client desires to retain the trees. Upon completion of the tree survey, an arborist report will be prepared. Standard tree protection methods for any avoided trees will be included in the report. A draft of the report will be provided to the City for review and comment. Upon receipt of minor comments, a final arborist report will be prepared electronically and provided to the Client for submittal and approval by the City.

Deliverables: Draft and Final Biological Resources Evaluation Letter Report (.pdf format).

Task 3: Historic Resources Evaluation

Preliminary research indicates that the A-frame building at the subject property was constructed sometime prior to 1972; at which time it was already home to the Bishop Chamber of Commerce. The property is not listed in the National Register of Historic Places (NRHP) or the California Register of Historical Resources (CRHR), nor is it included in the California Office of Historic Preservation Built Environment Resources Directory (BERD) for Inyo County.

HELIX will conduct property-specific research to accurately characterize the construction and development history of the subject property. Historical research will include review of building permits, historical aerial photographs, historical photographs, newspaper articles, City of Bishop historic contexts, and other primary and secondary source materials as necessary. Additionally, HELIX will conduct remote research at the Eastern California Museum, Inyo County Library, and the Bishop Chamber of Commerce.

Best professional practices for historic resource evaluations require a California Historical Resources Information System (CHRIS) records search at the Southern San Joaquin Valley Information Center (SSJVIC). The SSJVIC houses cultural resources records for Inyo County; the primary purpose of the CHRIS records search is to identify previously recorded cultural resources known to exist within or adjacent to the subject property (defined as within 500 feet of the parcel). The assumed maximum direct cost for

the records search will be \$350. Additionally, HELIX will request a search from Environmental Data Resources (EDR) to obtain historical aerial images and/or city directories. The maximum direct cost for this data search will be \$350 (\$700 total).

This scope of work does not include a field survey. HELIX will rely on images of the property provided in the September 2025 structural assessment memo by Woods Rogers, Inc. and Google Street View. Upon completion of research, HELIX will prepare an evaluation for the property pursuant to CEQA, which will include consideration of the potential individual eligibility of the subject property under federal and state criteria of significance. Should the property be recommended eligible for federal or state listing, the evaluation will include a list of character defining features. The evaluation findings and relevant historic contexts and property history will be documented on California Department of Parks & Recreation (DPR) series 523 forms. Evaluation recommendations will be summarized in an accompanying memorandum.

Deliverables: Draft and Final Historic Resource Evaluation on DPR series 523 forms and accompanying memorandum (.pdf format)

Task 4: Preparation of Aquatic Resource Permit Applications (404/401/1602)

This task includes quantification of impacts to aquatic resources on the project site and compilation of aquatic resource permit application packages. Agency consultation services beyond those outlined in below, if requested, may be provided by HELIX under additional authorization by the City. The following permit applications will be prepared, as necessary.

Clean Water Act (Section 404)

Features such as wetlands, rivers, streams, and drainages are characterized as “waters of the U.S.” and are, therefore, subject to the regulation of the USACE. The USACE regulates the discharge of fill material into jurisdictional waters of the U.S. under Section 404 of the Clean Water Act (CWA). Any project resulting in the placement of dredged or fill material into waters of the U.S. requires procuring a CWA Section 404 permit from the USACE. Select activities may be authorized under general permits (i.e., pre-authorized nationwide permits) subject to certain conditions.

Although the project shall be identified as a restoration activity, it is assumed for the purposes of this scope that waters of the U.S. on the site would be impacted/filled during project development. HELIX will prepare a Pre-Construction Notification (PCN) for submittal to the Los Angeles District USACE requesting authorization for the placement of bank stabilizing material for erosion protection, that said erosion protection will not exceed 500 feet in length, will not involve the discharge of dredged or fill material of greater than an average of one cubic yard per running foot as measured along the length of the treated bank (below the plane of the ordinary high-water mark), and shall not involve discharge of dredged or fill material into special aquatic sites pursuant to the requirements for requesting authorization under the CWA Section 404 Nationwide 13 Permit (NWP 13) “Bank Stabilization.”

It should be noted that NWP 13 are scheduled to expire on March 14, 2026; the USACE has not announced if this nationwide permit will be reissued. If the PCN application outlined below is not approved by the USACE prior to this date, another nationwide permit would have to be identified. HELIX will consult with the City in advance of PCN application preparation/ submittal to determine the best

strategy. Changes in the scope outlined below may warrant additional authorization and budget from the City.

This scope of work assumes that any fill proposed for placement within the 100-year floodplain will be completed in a manner consistent with all applicable state and local floodplain management requirements. The PCN will include relevant project information as required for authorization under the NWP 13, and specified pursuant to 82 FR 1860.

HELIX will investigate the most cost and time effective method(s) to mitigate project impacts to waters of the U.S. The payment of in-lieu-fees and/or the purchase of mitigation credits at a USACE-approved mitigation bank, as required, will be investigated as the preferred mitigation option(s). Note: We assume that compensatory mitigation will not be requested by the USACE as the project shall be identified as a restoration activity.

HELIX will provide agency liaison through the Section 404 permitting process and will address comments/questions concerning the aforementioned reports and application packet as necessary, up to our budgeted amount. The scope assumes electronic submittal of the NWP PCN application package to the USACE (based on current USACE Guidelines).

Deliverable. Digital copy of the Section 404 NWP 13 PCN Packet will be submitted to the Los Angeles District USACE. A single digital copy will be provided to the City.

Clean Water Act (Section 401)

Section 401 of the CWA requires that the discharge of dredged or fill material into waters of the U.S., including wetlands, does not violate state water quality standards. As required by Section 404, a CWA Section 401 Water Quality Certification must be obtained or waived for permit compliance. Although the project shall be identified as a restoration activity, it is assumed for the purposes of this scope that waters of the U.S. would be impacted/filled during project development. HELIX will prepare an application for a CWA Section 401 Water Quality Certification to discharge fill into waters of the state associated with implementation of the proposed project. If features classified as waters of the State will be impacted and those features are not also waters of the U.S., a Report of Waste Discharge (ROWD) is required to be submitted to the appropriate regional water quality control board pursuant to California Water Code Section 13260 for impacts to those features.

HELIX will prepare a CWA Section 401 Water Quality Certification or Waste Discharge Requirements Application for submittal to the Lahontan Regional Water Quality Control Board (LRWQCB). The 401 application will include the 401 Water Quality Certification Application Form, the LRWQCB fee calculator spreadsheet, and supporting figures showing impacts to federally jurisdictional waters and/or waters of the State, and additional, relevant information required for a complete application.

HELIX will prepare a pre-application packet including a Project Description narrative and supporting graphics to initiate a Pre-Application Meeting (assumed to be virtual) with the LRWQCB Board 30-days prior to submitting the application. As applicable, relevant issues raised and discussed during the Pre-application meeting will be incorporated into the Final Application for submittal.

Under the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (Procedures) as adopted on April 2, 2019 and revised April 6, 2021 by the State Water

Resources Control Board, unless exempt, the project must include an alternatives analysis consistent with the requirements of Section 230.10 of the State Supplemental Dredge or Fill Guidelines that allows the permitting authority to determine whether the Project is the Least Environmentally Damaging Practicable Alternative (LEDPA). Alternatives analyses shall be completed in accordance with the following tiers. The level of effort required for an alternatives analysis within each of the three tiers shall be commensurate with the significance of the impacts resulting from the discharge:

- Tier 3 projects are defined under the Procedures to include any discharge of dredged or fill material that directly impacts more than two-tenths (0.2) of an acre or 300 linear feet of waters of the State, rare, threatened, or endangered species habitat in waters of the State, wetlands or eel grass beds, or Outstanding National Resource Waters or Areas of Special Biological Significance, and is not a project that inherently cannot be located at an alternate location. Tier 3 projects are required to provide an analysis of off-site and on-site alternatives.
- Tier 2 projects include any discharge of dredged or fill material that directly impacts more than one tenth (0.1) and less than or equal to two tenths (0.2) of an acre or more than 100 and less than or equal to 300 linear feet of waters of the state unless it meets the criteria for a Tier 3 project, or any project that inherently cannot be located at an alternate location (unless it meets the size requirements set forth in Tier 1). Tier 2 projects shall provide an analysis of only on-site alternatives. For routine operation and maintenance of existing facilities, analysis of on-site alternatives is limited to operation and maintenance alternatives for the facility.
- Tier 1 projects include any discharge of dredged or fill material that directly impacts less than or equal to one tenth (0.1) of an acre or less than or equal to 100 linear feet of waters of the state unless it meets the criteria for a Tier 3 project. Tier 1 projects shall provide a description of any steps that have been or will be taken to avoid and minimize loss of, or significant adverse impacts to, beneficial uses of waters of the state.

If an alternative analysis is required, HELIX will prepare a brief Alternatives Analysis Memo relevant to the project. The Alternatives Analysis Memo will include information relevant to on-site and, if applicable, off-site alternatives to the proposed development, up to budgeted amount, to demonstrate that the proposed project represents the LEDPA. The Memo will incorporate a variety of information sources, geographic information systems (GIS) mapping, land use data, CEQA analysis, and other information, as relevant. HELIX has budgeted up to 24 combined hours of time for Regulatory and GIS specialists for this task.

A copy of the final, adopted CEQA document prepared for the project and the associated NOD filed with the State Clearinghouse (SCH) by the City shall be submitted to the LRWQCB prior to issuance of the 401 Water Quality Certification and/or Waste Discharge Requirements. In addition, design details, including the estimated square feet of impermeable surfaces and volumetric calculations for each structure to be constructed within aquatic features, are required for a complete application.

HELIX will act as a liaison with the LRWQCB during the application review process and will respond to questions concerning the application, requests for additional information, and other correspondence as necessary, up to budgeted amount. A copy of the CDFW Streambed Alteration Notification package (outlined below) will be submitted to the LRWQCB as part of the 401 Water Quality Certification and/or Waste Discharge Requirements Application package.

Application fees are based on the area extent of impacts to aquatic features. This fee is not included in the budget for this task and is the responsibility of the City. Application fee is due prior to submittal of the application to the LRWQCB.

Deliverable. Digital copy of the 401 Water Quality Certification and/or Waste Discharge Requirements Application submitted to the LRWQCB. A single digital copy will be provided to the City.

CDFW Section 1602 Application (Streambed Alteration Agreement)

The CDFW regulates stream zones and adjacent riparian corridors. A Streambed Alteration Agreement (SAA), in compliance with Section 1602 of the California Fish and Game Code, is required when projects will substantially divert, obstruct, or change the natural flow of a river, stream or lake; substantially change the bed, channel, or bank of a river, stream, or lake; or use material from a streambed.

HELIX will prepare a Streambed Alteration Notification (Notification) for submittal to CDFW (Region 6, Inland Desert Region) via CDFW's Environmental Permit Information Management System (EPIMS). The Notification will rely on the technical studies outlined above to support preparation of a complete Notification. HELIX will provide liaison during the application review process, up to budgeted amount.

This scope of work includes an assessment of impacts associated with up to three project activities subject to Fish and Game Code 1602 to be included in the Notification. A copy of the final, adopted CEQA document, as well as a copy of the NOD and CDFW filing fee receipt, are required for a complete application submittal. The City will provide an updated construction schedule for timing of implementation of project. This scope of work assumes that trees subject to Fish and Game Code 1602 will not be impacted as part of implementation of the project.

The CDFW application fee total is based on the aggregate total of construction costs of individual improvements to be constructed within the streamzone. This fee is not included in the budget for this task and is the responsibility of the City. Application fee is due prior to submittal of the Notification via EPIMS.

Deliverable. Digital copy of the Notification submitted to CDFW, Inland Desert Region (Region 6 via EPIMS); and a digital copy of the Notification provided to the City.

ASSUMPTIONS

- All work will be conducted on a time and materials basis.
- For the purpose of this scope, HELIX assumes that only one round of consolidated comments will be necessary for each permit application.
- HELIX will rely on the preliminary jurisdictional delineation to support the permit application processes. Additional studies, such as protocol surveys for special-status species or a formal jurisdictional delineation, if requested by the aquatic resource regulatory agencies, are not covered under this scope of work, and will require authorization of a separate scope and budget.
- All permit application and processing fees will be paid by the City.

- Because project design is not currently available, the permit applications will be based on preliminary design information available at the time of application submittal. This scope of work assumes that the project will qualify for a Nationwide Permit from the USACE and that the permits (404/401) can be issued based on current project design.

SCHEDULE

Forecasting a schedule for obtaining regulatory permits is difficult due to the open-ended consultation component with the regulatory agencies. HELIX endeavors to compile the draft permit applications and attempt to schedule the field verification meeting with the USACE within 90 days of notice to proceed (NTP). Following the field verification meeting, we will revise the permit applications (as necessary) and submit them electronically to the City for review within 30 days (assuming no major revisions are requested from the field verification meeting). Upon receipt of City comments, HELIX will revise and compile the permit applications for electronic submittal to the agencies per their individual requirements. HELIX will undertake the agency consultation component within 15 days of submittal of the draft permit applications and continue consultation, as needed and within our budget allocation, until the permits are obtained. Receipt of the permits from the regulatory agencies is largely outside of HELIX's control and cannot be accurately estimated, but we forecast approximately 12 months from NTP for the City to obtain final permit authorizations.

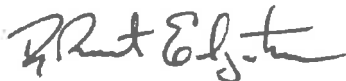
COST ESTIMATE

HELIX estimates our cost to complete the outlined tasks on a time and materials basis not to exceed \$52,500, which is shown below in a breakdown by task. Our cost estimate includes all reimbursables (i.e., other direct costs).

Task Number	Task Name	Cost
1	CEQA Notice of Exemption	\$5,000
2	Biological Resource Evaluation	\$9,000
3	Historic Resource Evaluation	\$8,500
4	Preparation of Aquatic Resource Permit Applications	<u>\$30,000</u>
TOTAL		\$52,500

If you have any questions concerning this proposal, please contact me at (916) 709-2302 or via email at RobertE@helixepi.com.

Sincerely,



Robert Edgerton, AICP CEP
Principal Planner