CITY OF BISHOP

CITY COUNCIL MEETING AGENDA

City Council Chambers - 301 West Line Street - Bishop, California
MONDAY, FEBRUARY 9, 2026 - 5:00 PM

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

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

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

Public comments may be made:

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

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

1. **CALL TO ORDER** - 5:00 p.m. Monday, February 9, 2026

2. **ROLL CALL**

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

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

4. CLOSED SESSION

A. **CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION pursuant to Government Code § 54956.9(c): 1 Potential Case**

B. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code § 54957 – Title: City Administrator**

5. OPEN SESSION - 6:00 p.m. Monday, February 9, 2026

6. MOMENT OF SILENCE

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

8. ROLL CALL

9. PUBLIC COMMENT

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

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

11. PRESENTATIONS

A. **A Presentation on Air Service** - Presented by Mammoth Lakes Tourism Interim Chief Executive Officer Sarah Winters.
Mammoth Lakes Tourism Air Service Presentation - February 9, 2026

12. DEPARTMENT REPORTS

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

A. **Fire Department Report - Fire Chief Bret Russell**
Fire Department Report - January 2026

B. **Police Department Report - Police Chief Nate Derr**
Police Department Report - January 2026

C. **Public Works Department Report - Public Works Director Nora Gamino**
Public Works Department Report - January 2026

D. **Community Services Department Report - Community Services Manager Daniel McElroy**
Community Services Department Report - January 2026

E. **Planning Department Report - Principal Planner Ana Budnyk**
Planning Department Report - January 2026

F. **City Administrator Report - City Administrator Pam Foster**
City Administrator Report - January 2026

13. COUNTY OF INYO UPDATE
Prepared and presented by Second District Supervisor Jeff Griffiths.

14. 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. **A Resolution Renewing the City of Bishop's Military Equipment Policy; AB 481- Military Equipment Annual Inventory and Report**
Recommended Action: Council consideration to approve the attached equipment inventory and report so it may be presented to the public and discussed in an open forum with members of the public and the Chief of Police within 30 days of approval and approve the proposed resolution by title only.
Resolution - Renewing AB 481 Military Equipment Policy 2026 02 09
AB 481 inventory 2026
AB 481 report 2026

B. **Selection of LED Streetlight Color Temperatures for LS-1 Conversion**
Recommended Action: Council consideration to select 2700K LED streetlights for residential neighborhoods and City Park and select 3000K LED streetlights along Highway 395 and Highway 6 as part of the LS-1 Option E streetlight conversion program.
LED Streetlight Color Temperature Selection Visual Aid

C. **Approval of Clean Water State Revolving Fund (CWSRF) Planning Agreement No. D2501005 for the Bishop Area Wastewater Authority Regional Treatment Plant**
Recommended Action: Council consideration to approve and authorize the Director of Public Works to execute Clean Water State Revolving Fund Planning Loan Agreement No. D2501005 with the California State Water Resources Control Board, in the amount of $2,411,000 in principal forgiveness, for planning, environmental review, and preliminary design of a new Bishop Area Wastewater Authority Regional Treatment Plant.
City of Bishop Agreement No. D2501005
BAWA Resolution No. 2024-01
City Resolution No. 2024-05

D. **Approval of USDA Rural Development Disaster Grant Agreement for Wastewater Collection System Rehabilitation**
Recommended Action: Council consideration to approve and authorize the Director of Public Works to execute a USDA Rural Development Disaster Grant Agreement,

in the amount of $4,693,000, for rehabilitation of the City's wastewater collection system.

City of Bishop_USDA RD Agreement
Bishop Letter of Conditions
Bishop CY2022 Disaster Water Grant PER
Resolution No. 2024-16

E. **West Line Street Water Main Replacement Project – Approval of Bid Documents and Authorization to Advertise**
Recommended Action: Council consideration to approve the West Line Street Water Main Project bid documents, including plans, Notice and Bid Book, and Special Provisions, and authorize advertisement for bids (Contract No. 26-PW-01).

West Line Street Water Main Key Plans

15. PUBLIC HEARING AND ACTION

A. **Public Hearing and Adoption of a Resolution Amending and Restating Certain Fees and Charges for Fiscal Year 2026-2027 City Services**
Recommended Action: Council will hold a public hearing to hear and consider public input on amending and restating certain fees and charges for Fiscal Year 2026-2027 City services.

At the close of the public hearing, Council will consider approving the adoption of the proposed resolution by title only.

Notice of Public Hearing
Staff Memorandum on Potential Changes
Proposed Resolution Amending and Restating Certain Fees and Charges

16. NEW BUSINESS

A. **Regional Air Service at the Eastern Sierra Regional Airport (Bishop) and Potential City Participation in Air Service Subsidy**
Recommended Action: Discuss and provide direction to staff regarding whether the City of Bishop should further explore participation in a regional air service subsidy partnership.

B. **Citywide Mid-Year Budget Adjustment Proposal**
Recommended Action: City Council to adopt the Citywide Mid-Year Budget Adjustment Proposal as presented.

Citywide Mid-Year Budget Adjustment Proposal

C. **Grants in Support Process and Potential Allocation of Unused Funds**
Recommended Action: Discuss the Grants in Support Program process and provide direction to staff regarding the unallocated portion of the Grants in Support funding.

List of Grants in Support Awards for FY 2025-26

17. FUTURE AGENDA ITEMS

18. COUNCIL AND COMMITTEE REPORTS

19. ADJOURNMENT

SUMMER AIR SURVEY 2025
BISHOP AIRPORT

February 2026





A LOOK AT 2024-2025

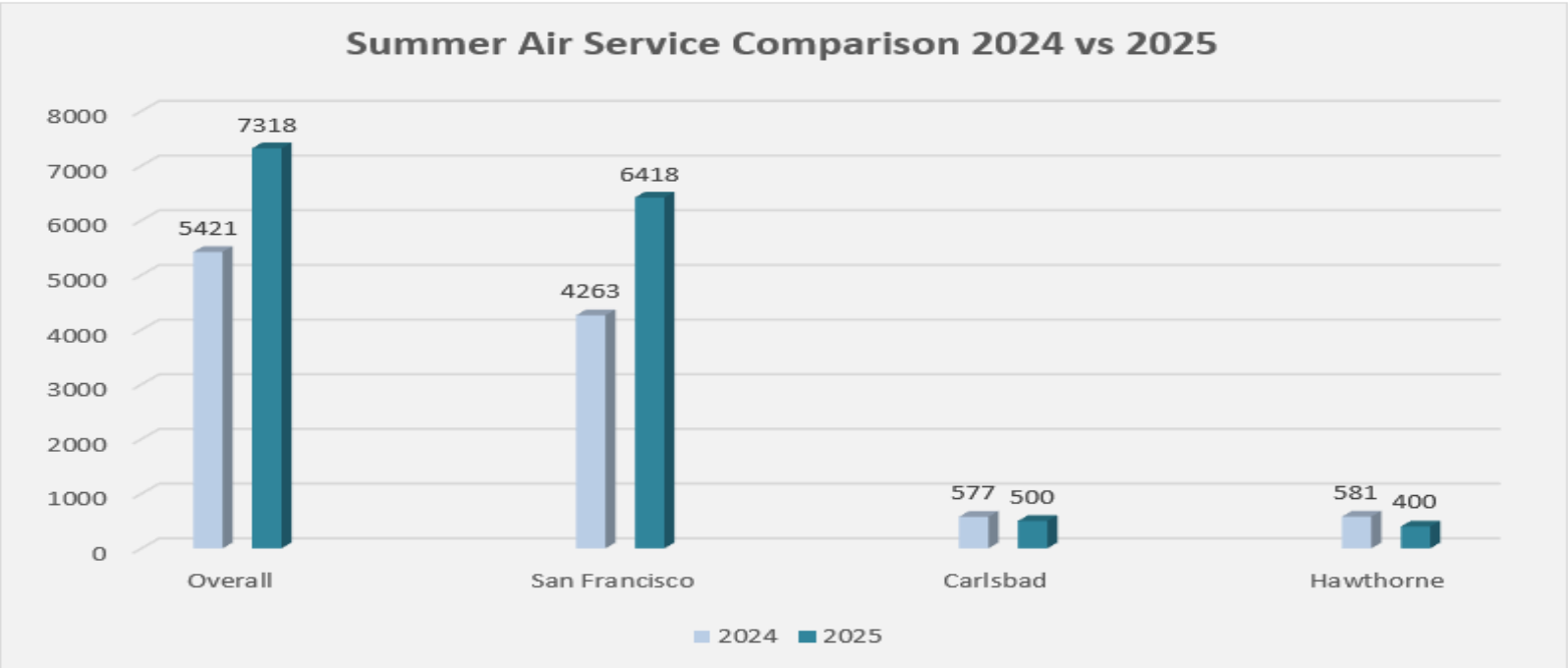
GAMECHANGER



ZERO cancellations during winter 2024-25, only ONE during summer 2025

Summer 2025 Air Service Recap 12-11-25

Bookings

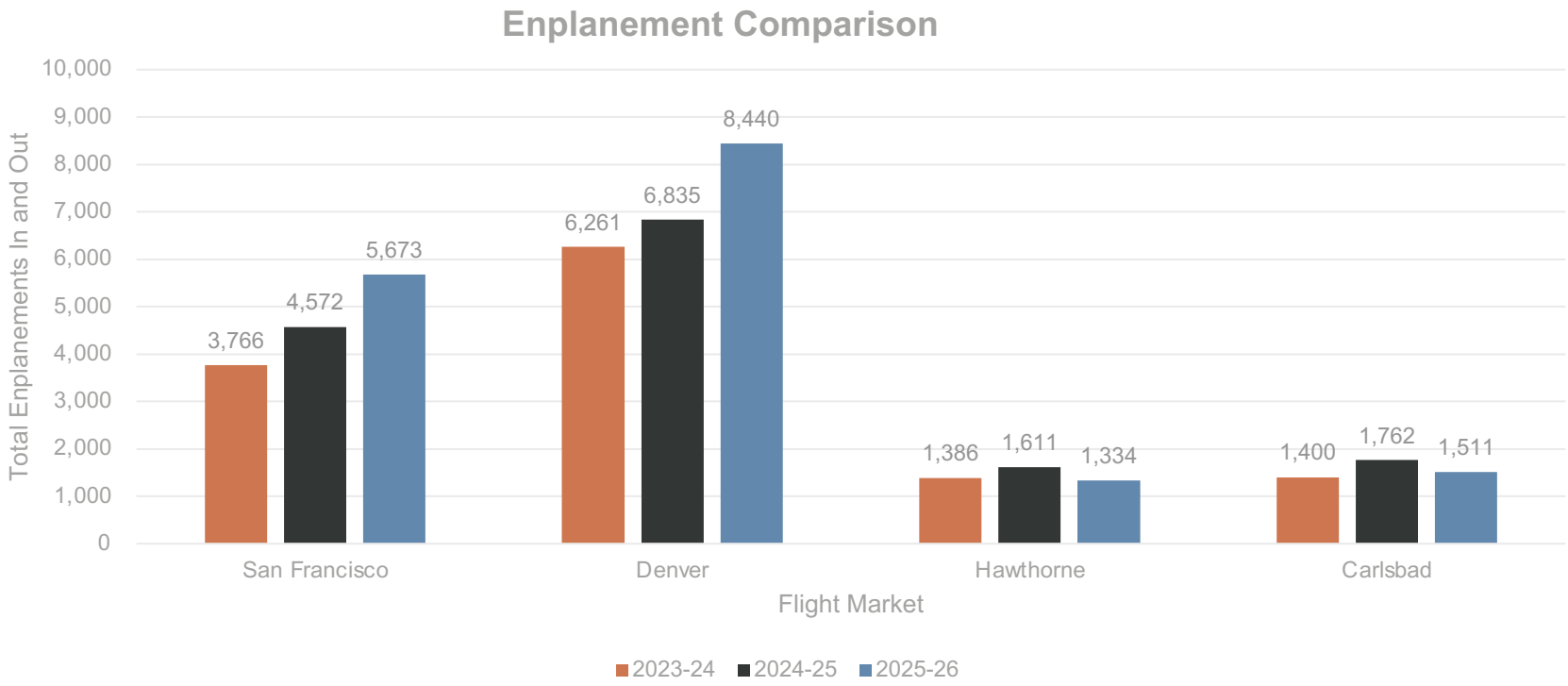


- San Francisco finished up +2,155, which is +51% compared to LY with 21% more capacity (+1,972 seats)
- Carlsbad finished the summer at -77, which is -13% compared to last year.
- Hawthorne finished the summer down -181, which is -31% compared to last year.

Summer service was extended Thursday, Friday, Sunday & Monday, September 4th through October 6th

Very successful with 57% load factor for September & October

AIR SERVICE UPDATE 1.21.26



Year-over-year total enplanements in and out

- Denver is up +1,605 which is +23% compared to last year at this time. We have 46% added capacity (6,940 round trip seats YOY) with the twice daily flights on weekends.
- San Francisco is up +1,101 which is +24% compared to last year at this time. We have 26% added capacity (3,476 round trip seats YOY) with the twice daily flights on Saturdays.
- Carlsbad is down -251, which is -14% compared to last year at this time.
- Hawthorne is down -277 which is -17% compared to last year at this time.
- Total we are up +2,178 total passengers (in and out) across all markets combined – and estimated +1,089 round-trip travelers

2025 SUMMER AIR SERVICE RESEARCH
BISHOP AIRPORT



2025 SUMMER AIR SERVICE RESEARCH BISHOP AIRPORT

Objective: provide a current profile of the summer air visitor

Intercepts were conducted at the Eastern Sierra Regional Airport/Bishop
6/25/2025 – 10/6/2025

SAMPLE SIZE

853 TOTAL

423 LOCALS
430 VISITORS

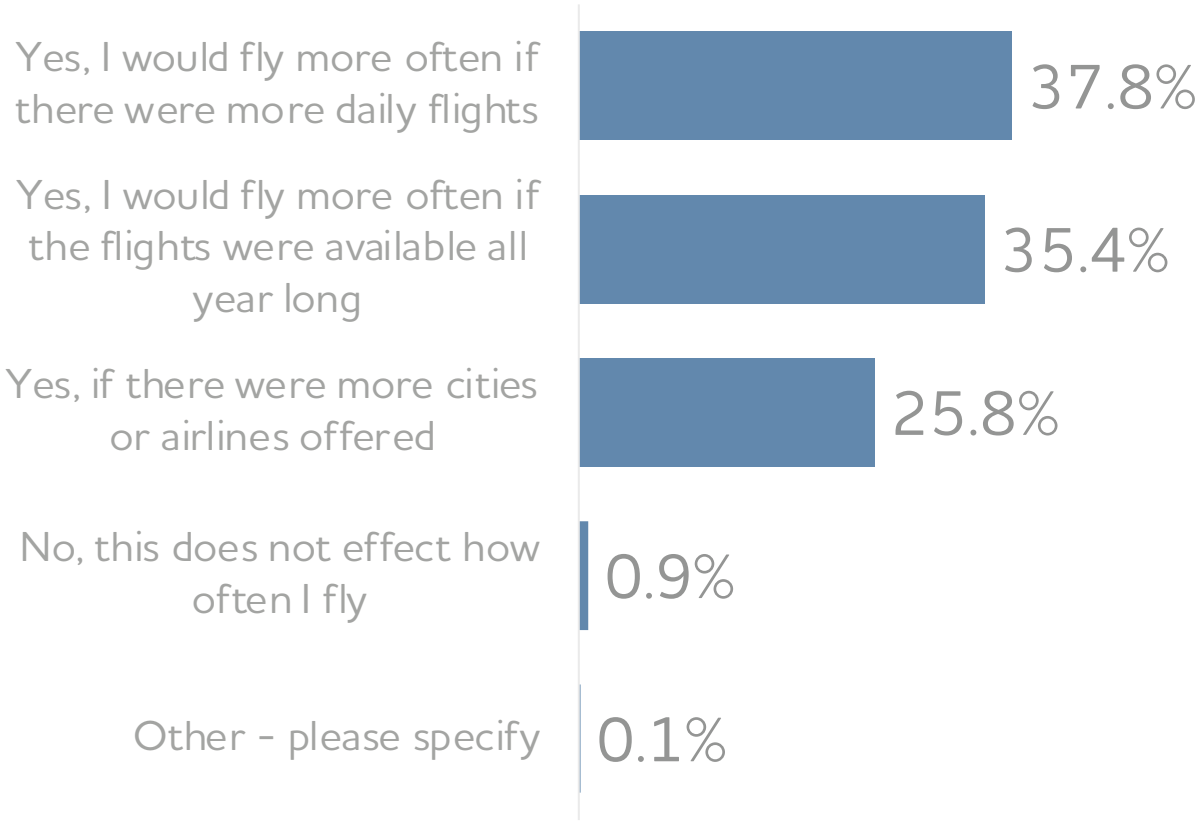
157 FIRST TIME
273 REPEAT

146 CALIFORNIA
284 OUT OF STATE
(14 OUT OF US)

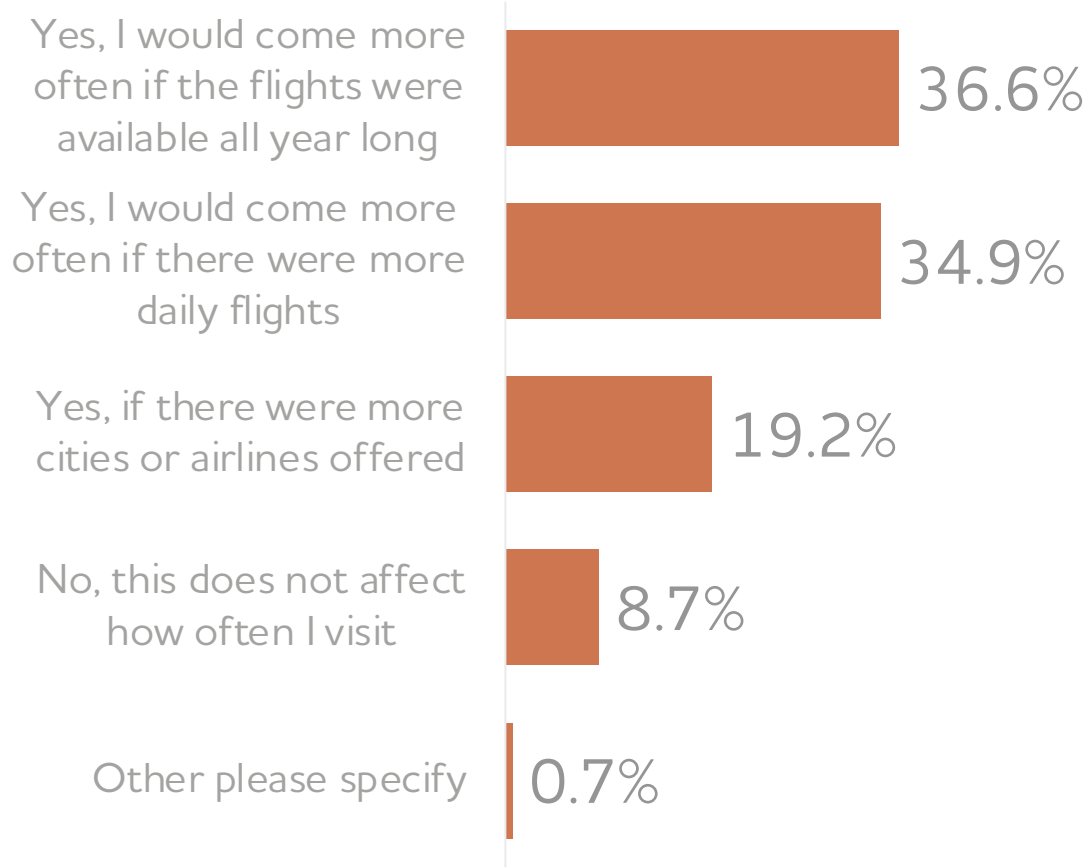
138 ARRIVALS
292 DEPARTURES

WOULD YOU UTILIZE AIR SERVICE MORE OFTEN IF THERE WERE MORE FLIGHTS TO BISHOP?

LOCALS



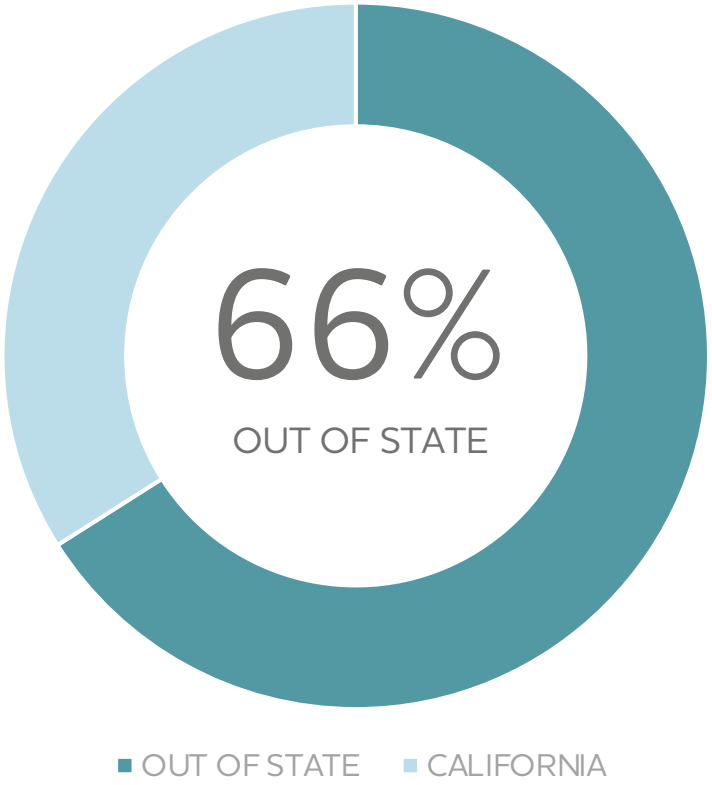
VISITORS



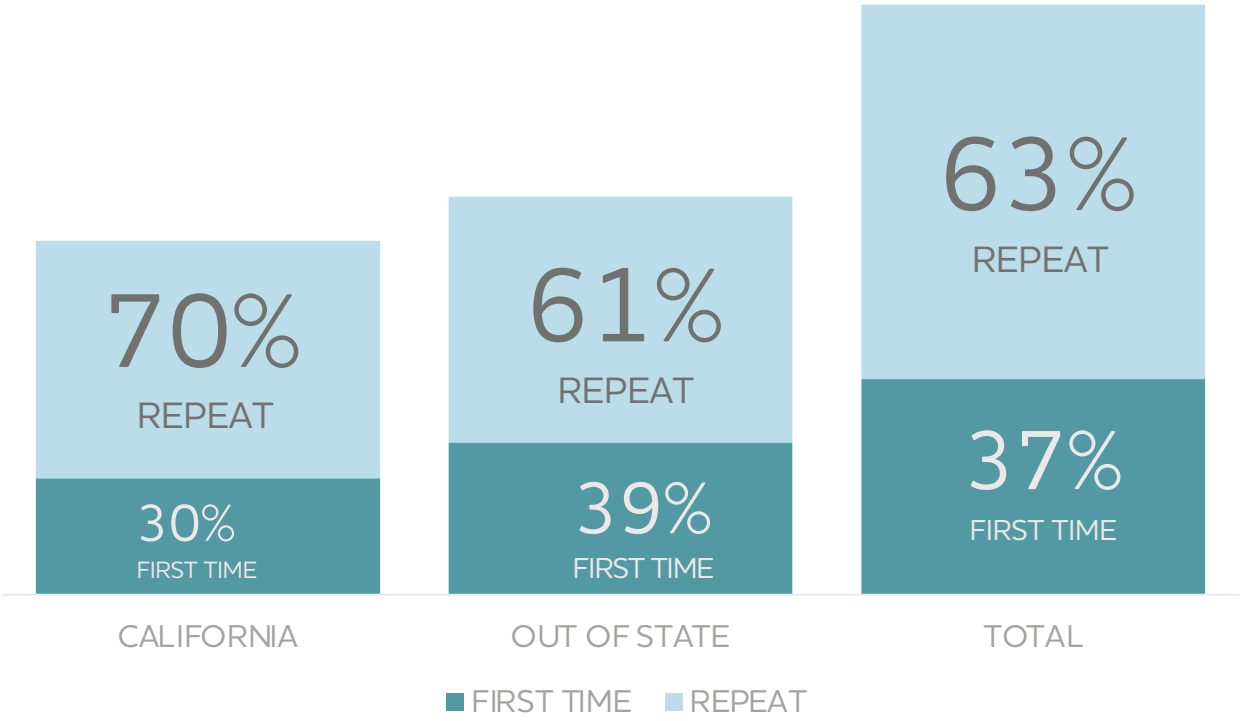
VISITOR TYPES, ORIGIN & SEASONS VISITED

CALIFORNIA VS.OUT OF STATE VISITORS

OUT OF STATE VS. CALIFORNIA



REPEAT VS. FIRST TIME - OUT OF STATE & CALIFORNIA



TOTAL SUMMER TRAVELER TYPE TREND

	2025	2024	2023	2022
CALIFORNIA	34%	33%	29%	32%
OUT OF STATE	66%	66%	71%	68%
FIRST TIME	37%	37%	42%	33%
REPEAT	63%	63%	58%	67%

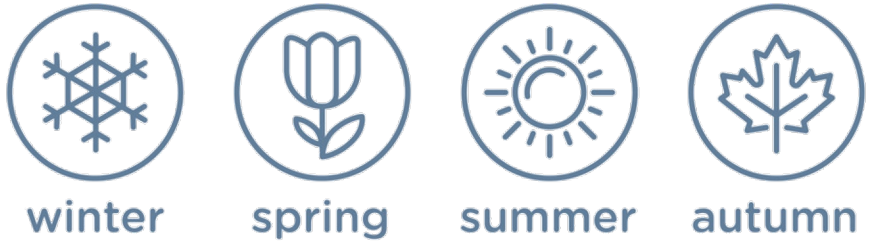
TOP WINTER VISITOR ORIGIN STATES – TREND

2025		2024		2023	
California	33.95%	California	33.76%	California	28.92%
Colorado	9.07%	Colorado	8.97%	Colorado	12.05%
Washington	7.21%	Washington	7.26%	INTERNATIONAL	7.23%
Oregon	6.05%	Texas	5.34%	Illinois	4.82%
Texas	4.19%	Oregon	4.49%	Texas	4.82%
TOP 5	60.47%	TOP 5	59.83%	Washington	4.82%
				TOP 6	62.65%

SUMMER REPEAT VISITORS –PAST SEASONS VISITED

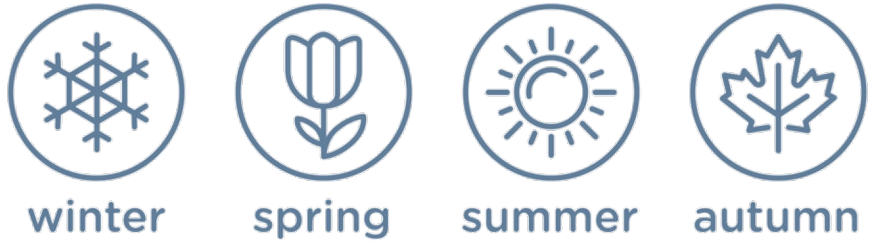
TOTAL REPEAT VISITORS

26% 21% 27% 22%



CALIFORNIA REPEAT VISITORS

25% 21% 27% 24%

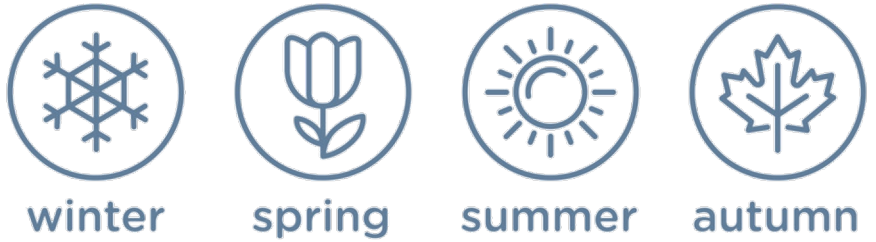


VISITED LAST TIME

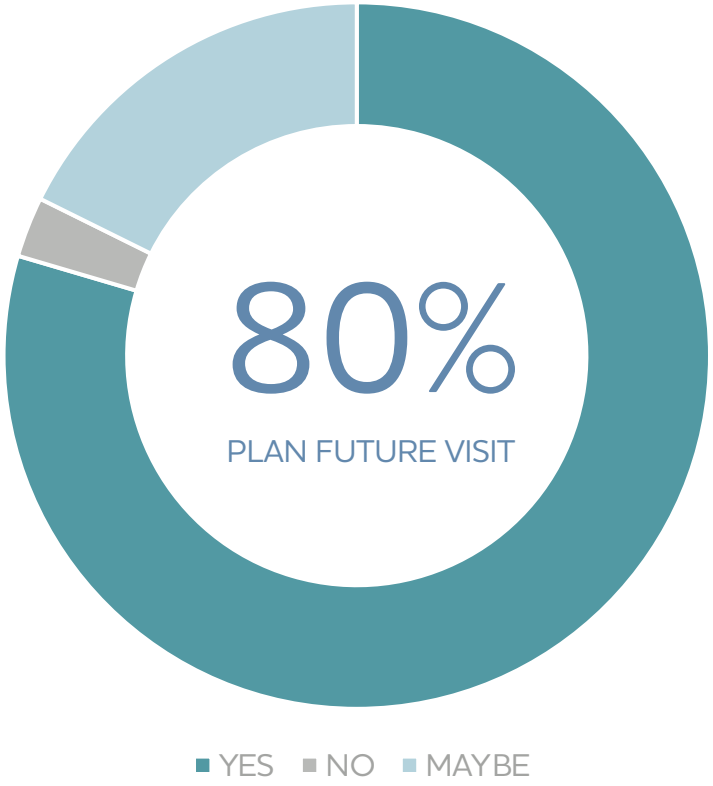
Past 12 months	50.9%
1-2 years ago	22.3%
3-5 years ago	14.3%
6+ years ago	12.5%

OUT-OF-STATE REPEAT VISITORS

27% 21% 27% 21%

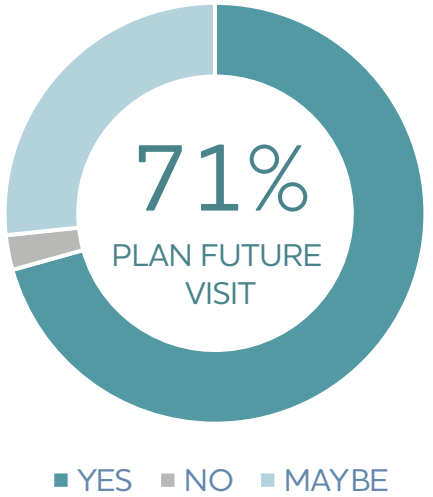


PLANNED FUTURE VISITS REMAINS VERY HIGH, BUT IS LOWER THAN 2024



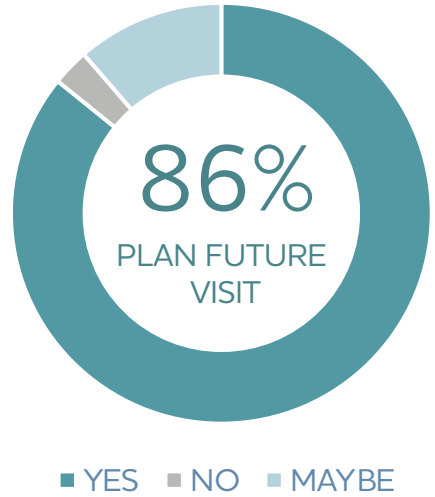
89% 2024

FIRST TIME VISITORS



83% 2024

REPEAT VISITORS



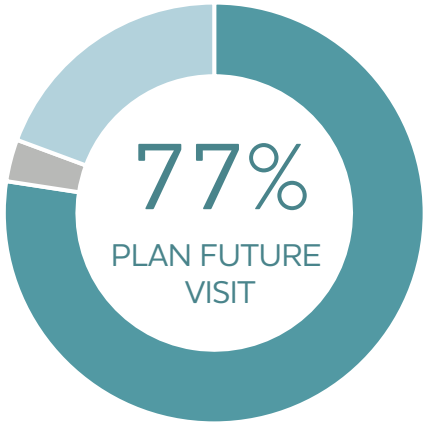
93% 2024

CALIFORNIA VISITORS



93% 2024

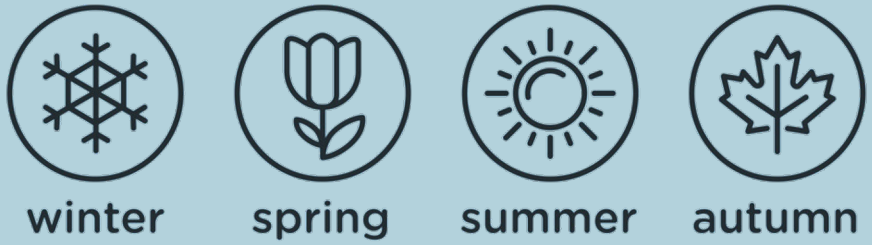
OUT-OF-STATE VISITORS



87% 2024

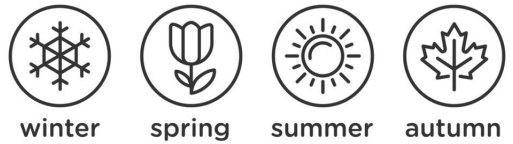
FUTURE SEASON VISITS
(OF THOSE CONSIDERING FUTURE VISITS)

23% 20% 32% 24%



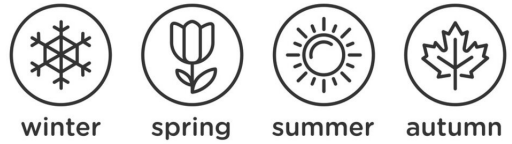
FIRST TIME VISITORS

22% 20% 33% 25%



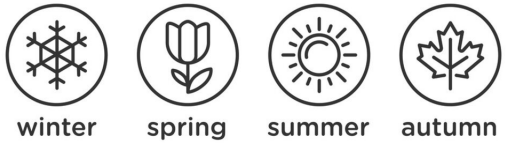
REPEAT VISITORS

24% 20% 32% 21%



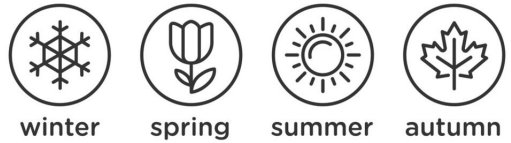
CALIFORNIA VISITORS

21% 19% 31% 21%



OUT-OF-STATE VISITORS

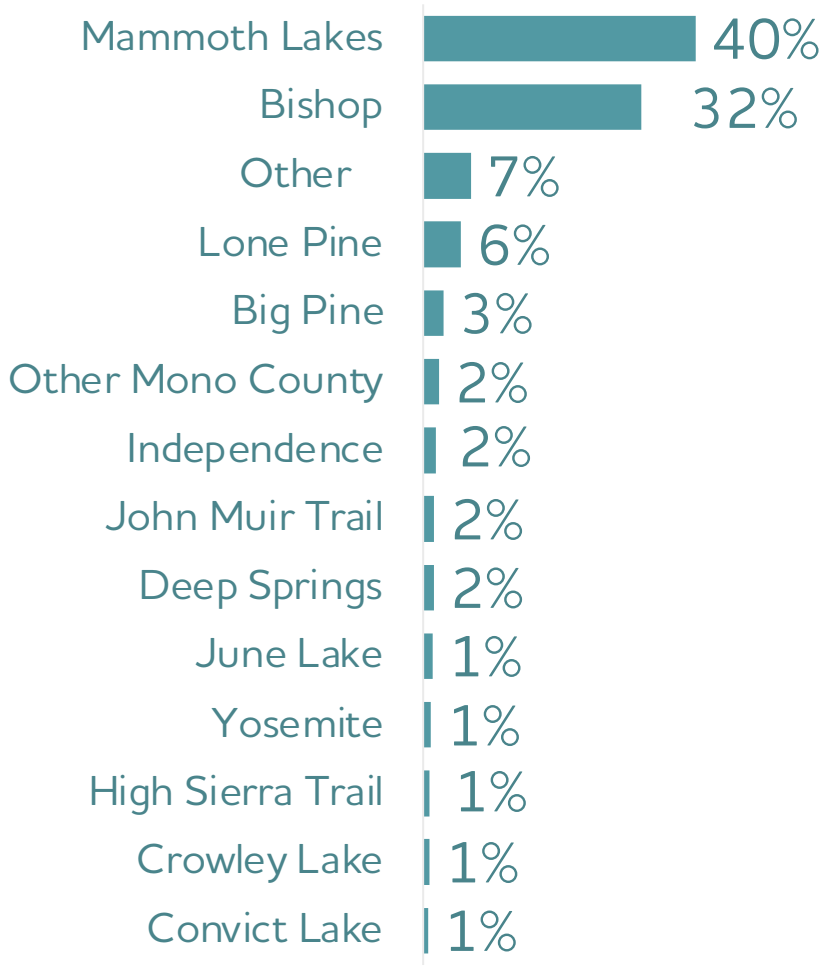
25% 23% 33% 25%





VISITOR TRIP PROFILE

PRIMARY DESTINATION 2025



FIRST TIME VISITORS

48%

MAMMOTH LAKES

24%

BISHOP

REPEAT VISITORS

35%

MAMMOTH LAKES

37%

BISHOP

CALIFORNIA VISITORS

42%

MAMMOTH LAKES

33%

BISHOP

OUT-OF-STATE VISITORS

39%

MAMMOTH LAKES

32%

BISHOP

PRIMARY TRIP PURPOSE

Outdoor adventure activities	34%
Visiting friends or family	25%
Other outdoor	10%
Work/Business	10%
Enjoy nature	6%
Other	5%
Attending a wedding	3%
Fishing	3%
Attending or participating in a sporting event	2%
Attending festivals and events	1%
Water activities	1%

Outdoor adventure activities – Rock climbing, backpacking, mountain biking, bouldering etc.

Other outdoor activities – horseback riding, biking, hiking, running etc.

Enjoy nature - nature walks, wildlife watching, visiting geological formations unique to the area, etc.

Attending festivals and events (music, food, arts, health & wellness etc.)

Water activities – kayaking, canoeing, boating, swimming, etc.

FIRST TIME VISITORS

Outdoor adventure activities	41%
Visiting friends or family	15%
Other - Please Specify	15%
Other outdoor activities	7%
Sporting event	6%
Attending a wedding	6%
Enjoy nature	6%
Water activities	2%
Fishing	1%
Attending festivals/events	1%

REPEAT VISITORS

Visiting friends or family	30.8%
Outdoor adventure activities	30.0%
Other outdoor activities	13.9%
Other outdoor activities	12.1%
Enjoy nature	6.6%
Fishing	3.3%
Attending festivals/events	1.5%
Attending a wedding	1.1%
Water activities	0.4%
Sporting event	0.4%

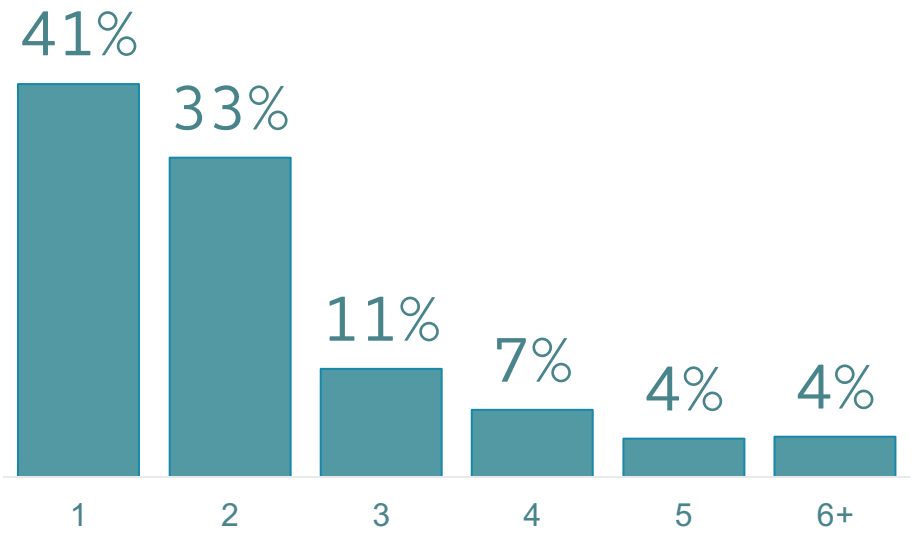
CALIFORNIA VISITORS

Outdoor adventure activities	36%
Visiting friends or family	26%
Other outdoor activities	12%
Other	10%
Enjoy nature	9%
Water activities	3%
Fishing	2%
Attending a wedding	1%
Attending festivals and events	1%
Sporting event	0%

OUT OF STATE VISITORS

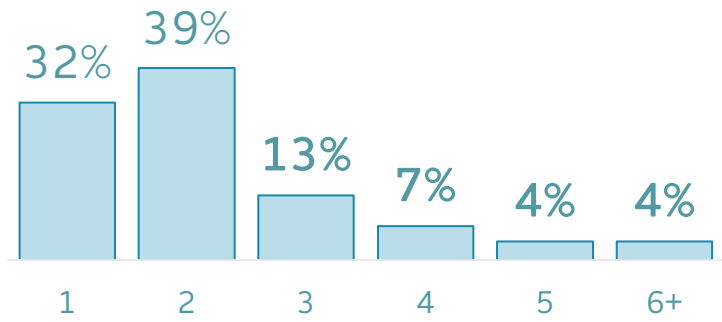
Outdoor adventure activities	33%
Visiting friends or family	25%
Other	16%
Other outdoor activities	9%
Enjoy nature	5%
Attending a wedding	4%
Sporting event	4%
Fishing	3%
Attending festivals/events	2%
Water activities	0%

SUMMER PARTY SIZE 2025



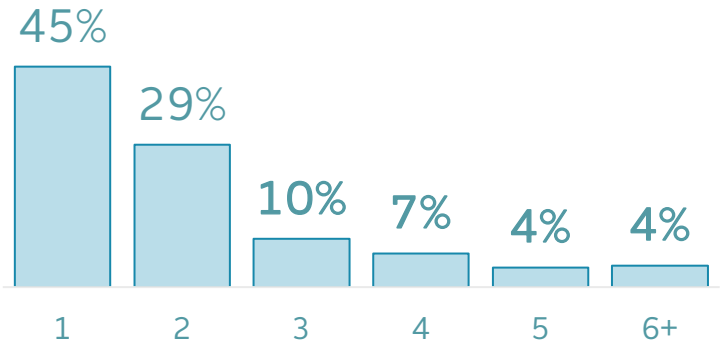
AVERAGE PARTY SIZE
2.13 2025

FIRST TIME VISITORS



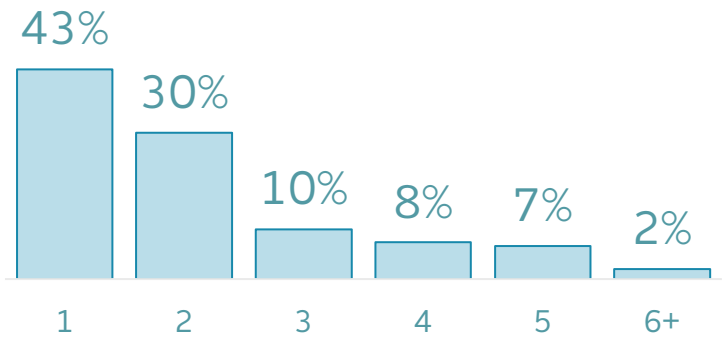
2.21 AVG. PARTY SIZE2024

REPEAT VISITORS



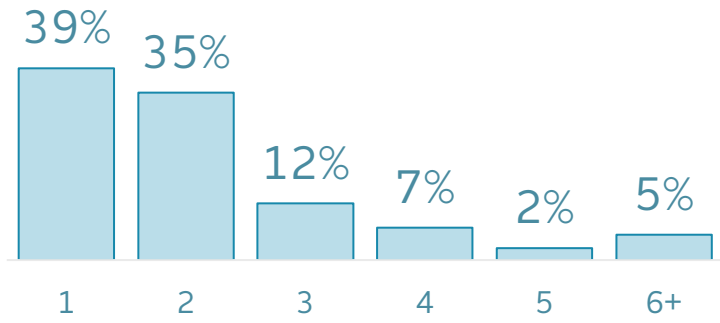
2.08 AVG. PARTY SIZE 2024

CALIFORNIA VISITORS



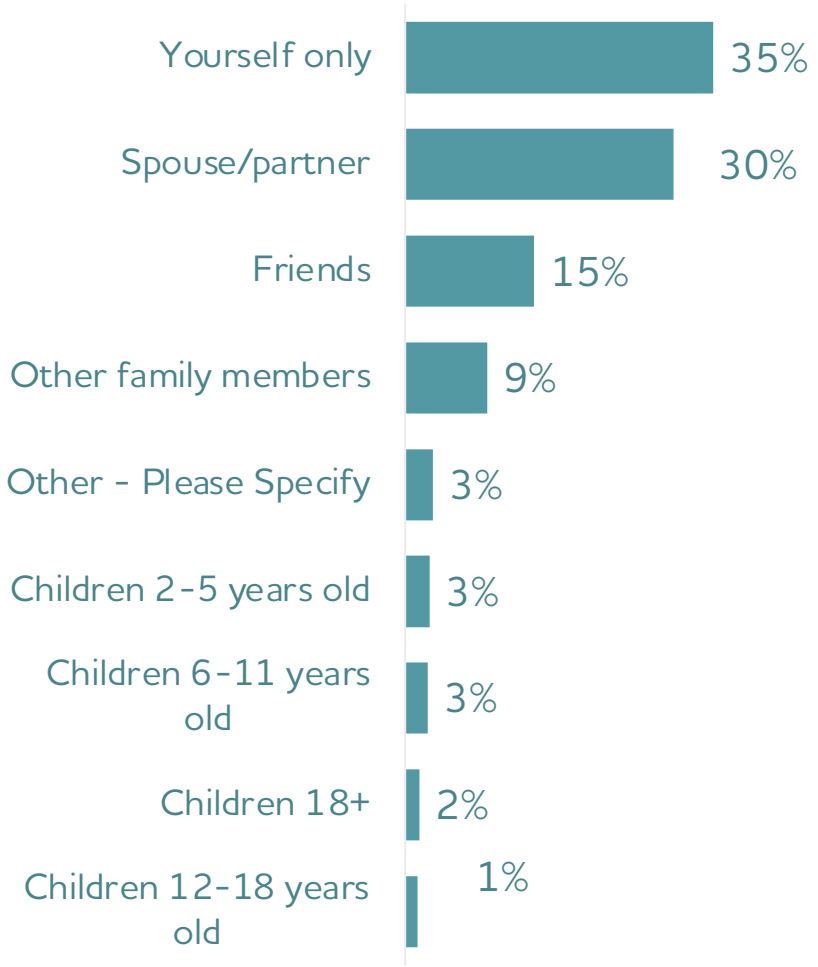
2.11 AVG. PARTY SIZE 2024

OUT-OF-STATE VISITORS

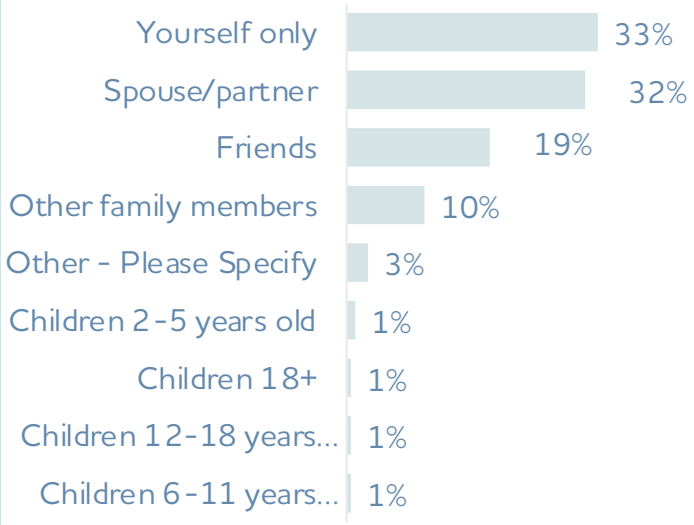


2.14 AVG. PARTY SIZE 2024

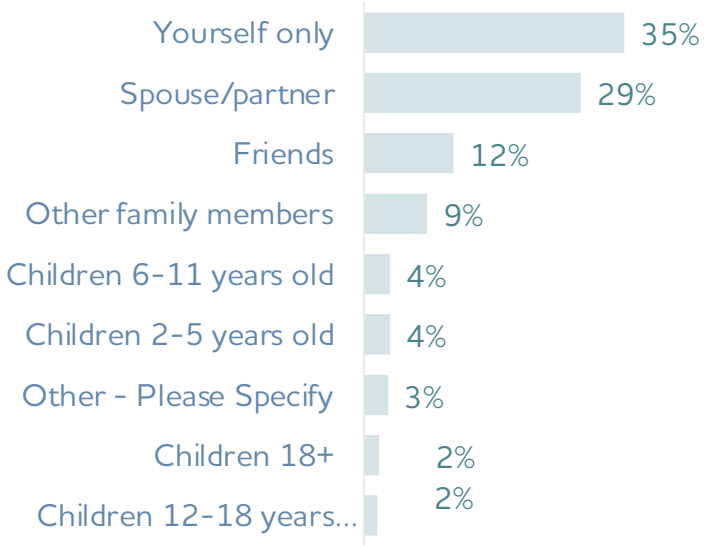
TRAVEL COMPANIONS 2025



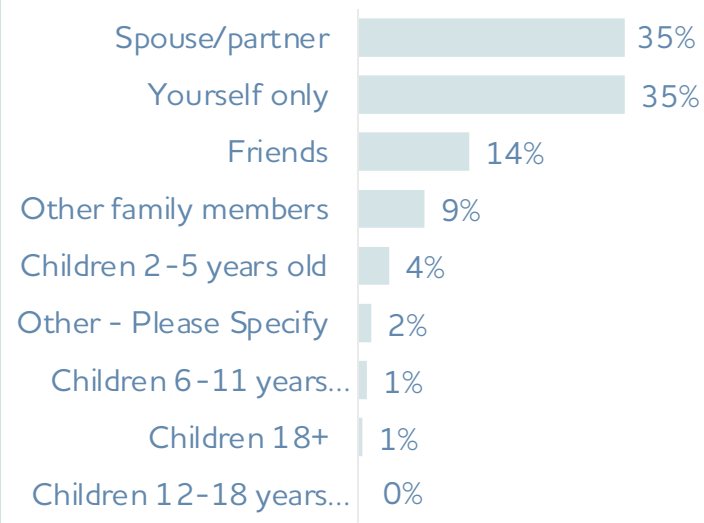
FIRST TIME VISITORS



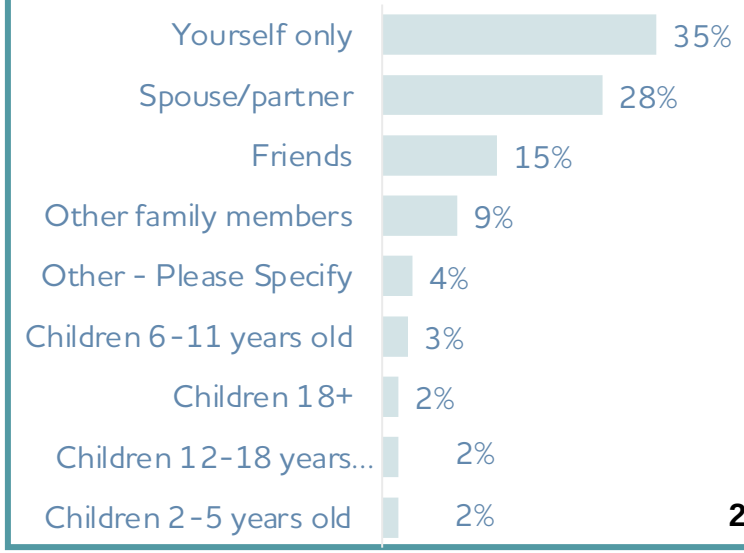
REPEAT VISITORS



CALIFORNIA VISITORS

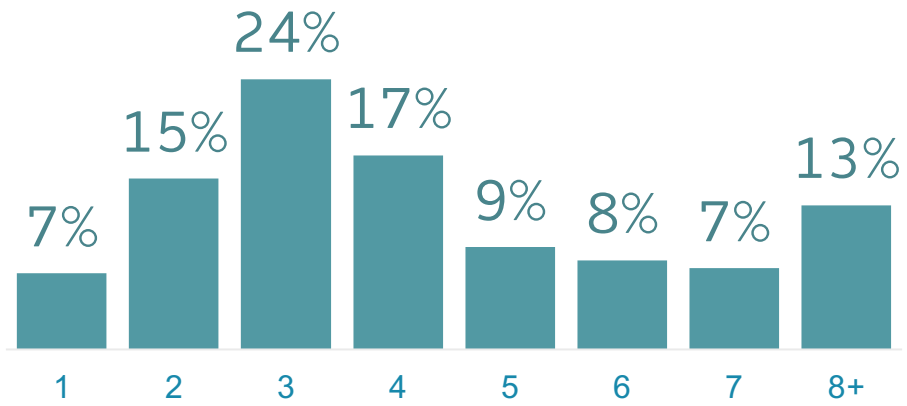


OUT-OF-STATE VISITORS



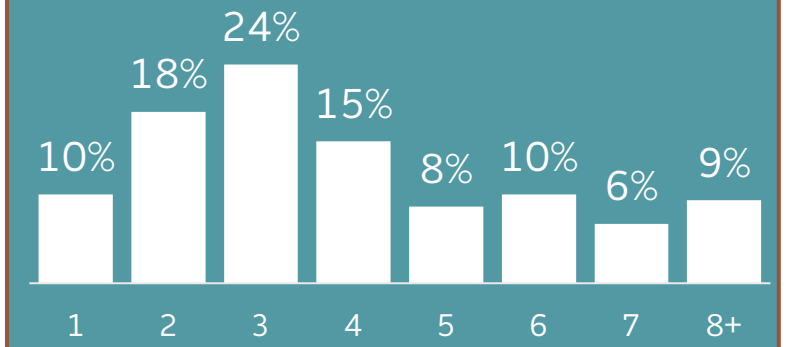
AVERAGE # NIGHTS 2025

TOTAL



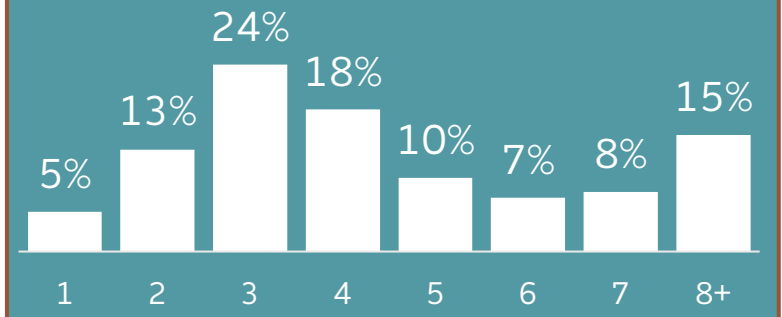
AVERAGE # NIGHTS
4.23 2025

FIRST TIME VISITORS



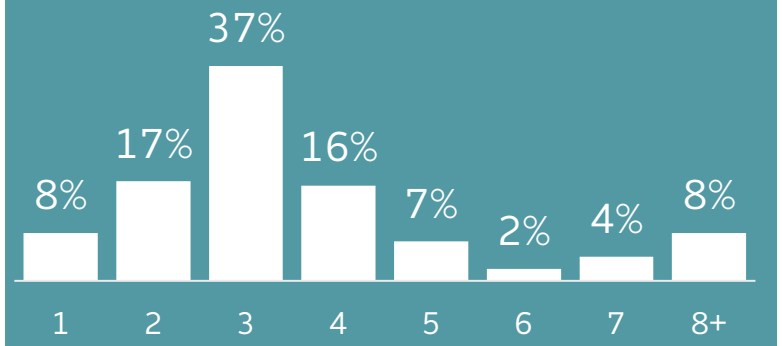
3.93 AVG. # NIGHTS

REPEAT VISITORS



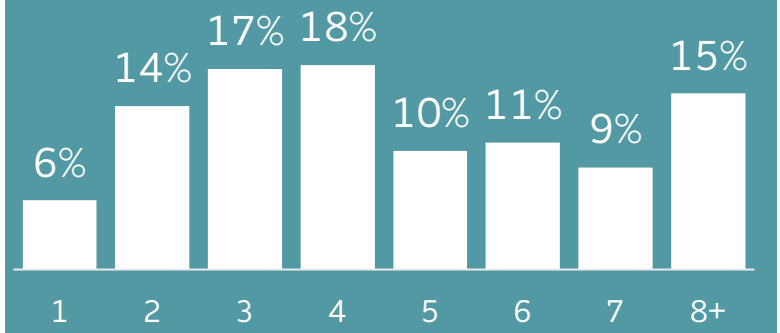
4.41 AVG. # NIGHTS

CALIFORNIA VISITORS



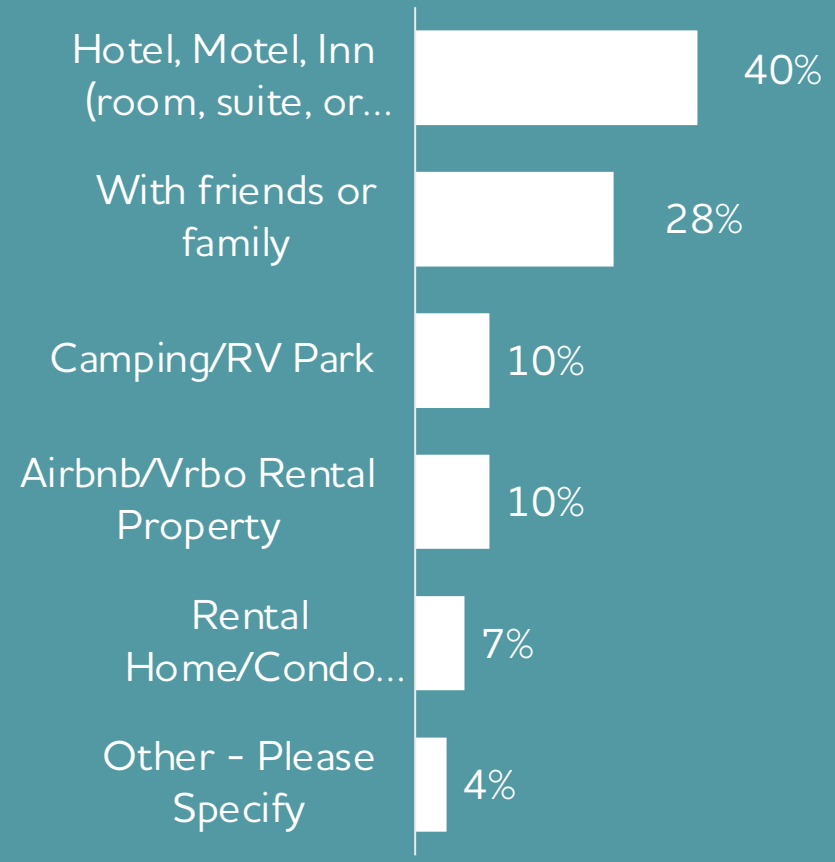
3.60 AVG. # NIGHTS

OUT-OF-STATE VISITORS



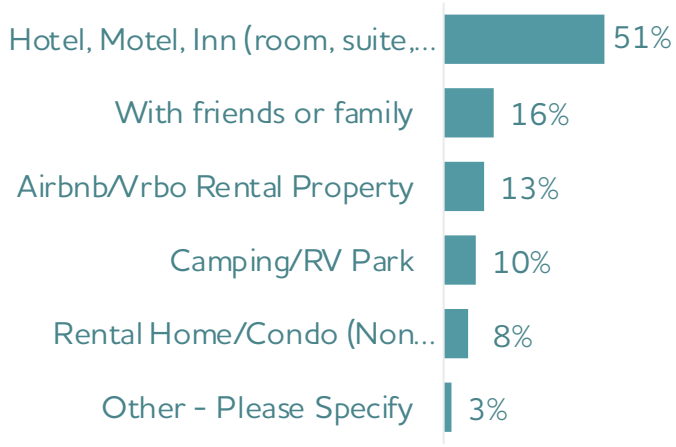
4.56 AVG. # NIGHTS

ACCOMMODATIONS 2025

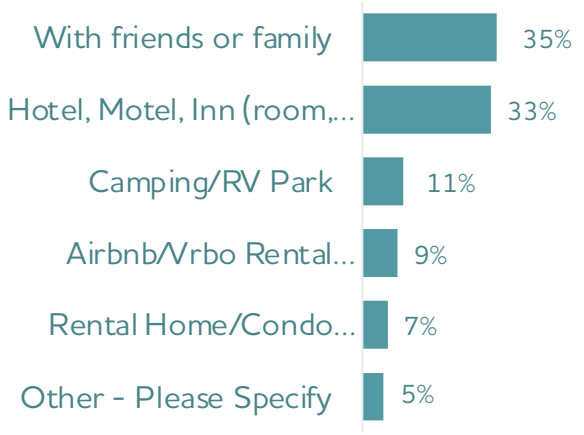


Hotel, Motel, Inn (room, suite, or condo on a hotel/motel/Inn property)
Rental Home/Condo (Non Airbnb/Vrbo rental property)

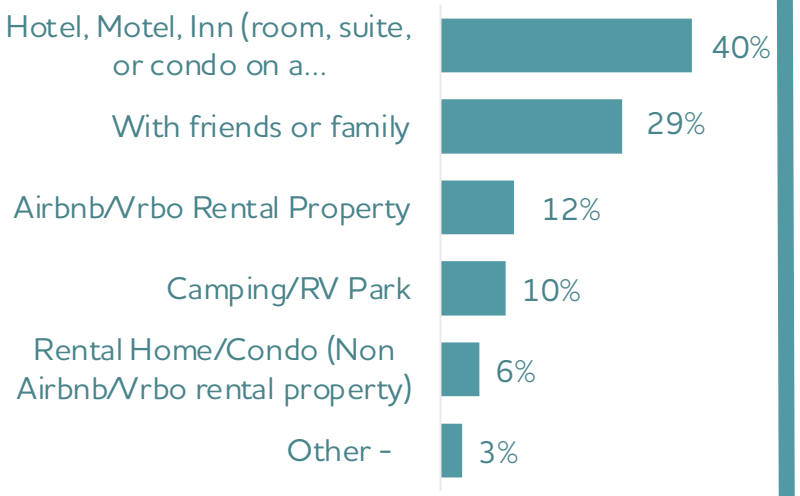
FIRST TIME VISITORS



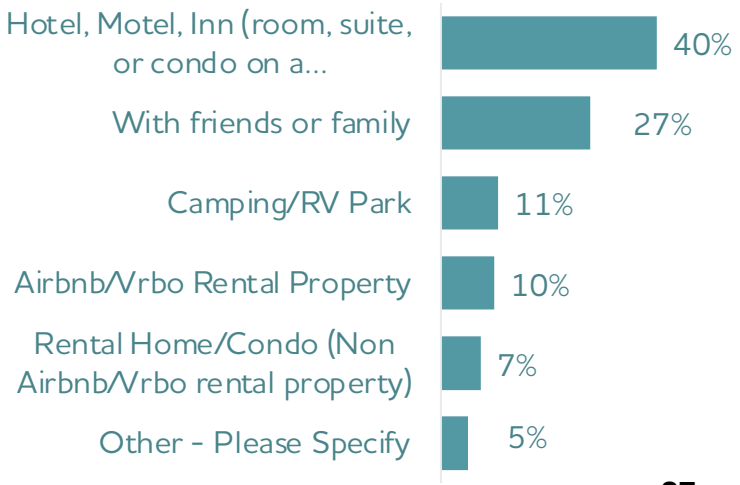
REPEAT VISITORS



CALIFORNIA VISITORS



OUT-OF-STATE VISITORS



LOCAL TRANSPORTATION

FROM AIRPORT

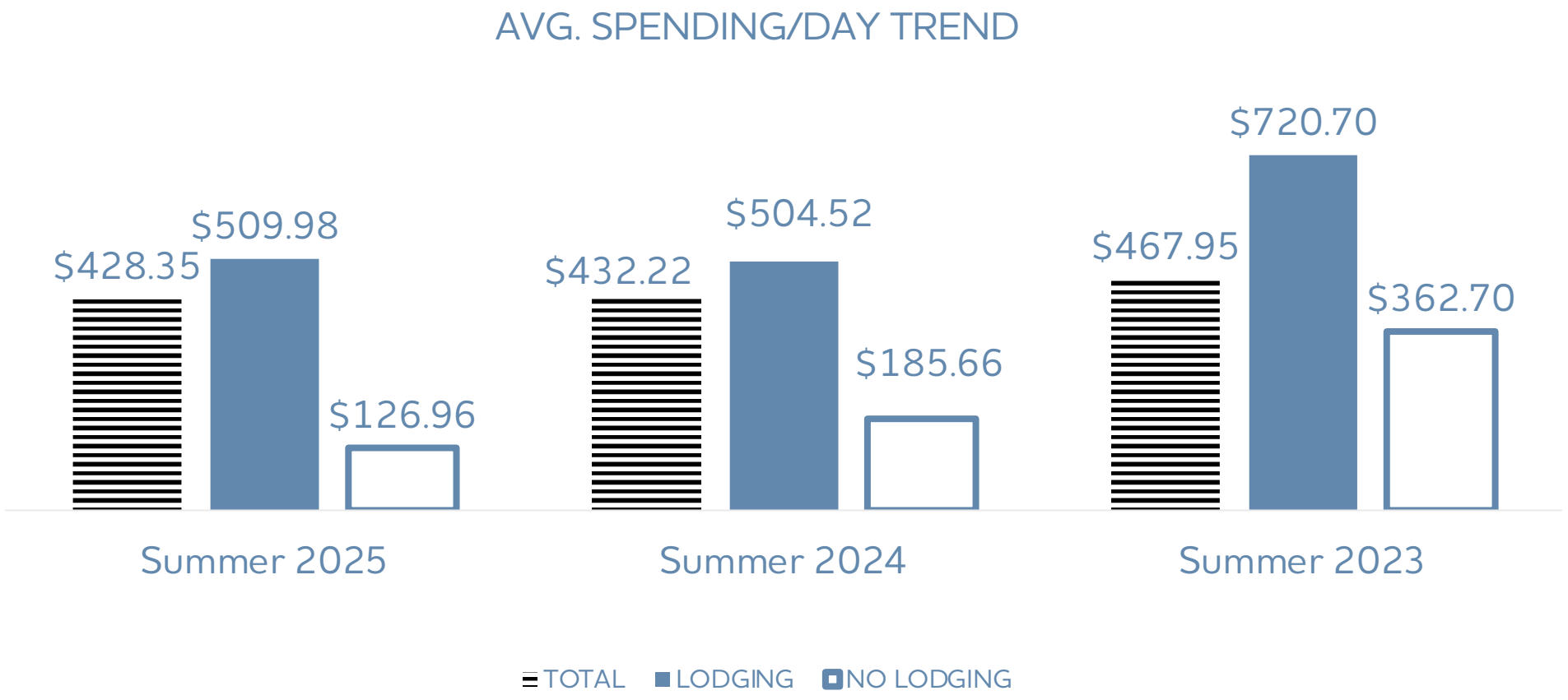
Friend's or Family's vehicle	49%
Rental Car	32%
Shuttle Service	10%
Other-Please specify	5%
Taxi	3%
Uber/Lyft	1%

IN-TOWN

Friend's or Family's vehicle	43%
Rental Car	31%
Shuttle Service	9%
Free Town Shuttle (Mammoth Lakes)	8%
Other Please specify	4%
Uber/Lyft	3%
Friend's or Family's vehicle	2%

VISITOR SPENDING

TRIP SPENDING



AVERAGE SPENDING/DAY DETAIL

	TOTAL $ PER DAY	 LODGING	 RESTAURANTS	 RETAIL	 SIGHTSEEING ENTERTAINMENT	 CAR RENTAL	 GAS, PARKING TRANSPORTATION	
TOTAL	$428.35	$ 196.16	$81.86	$34.67	$27.97	$36.02	$22.73	$29.95
LODGING.	$509.98	$248.01	$88.78	$36.65	$31.15	$44.45	$25.66	$35.28
NO LODGING	$126.95	$0.00	$56.32	$27.36	$16.21	$4.89	$11.90	$10.27

79% LODGING
21% NO LODGING

VISITOR DEMOGRAPHICS

2025 DEMOGRAPHIC TREND

	2025	2024	2023	2022
% MALE/FEMALE	49%/49%	49%/49%	57%/45%	51%/47%
SINGLE/MARRIED	47%/49%	47%49%	39%/55%	41%/53%
AVG. HH INCOME	$170.2K	$163.5K	$169.1K	$150.4K
GEN Z	14%	14%	8%	13%
MILLENNIAL	41%	44%	55%	44%
GEN X	27%	23%	14%	22%
BOOMERS	17%	19%	22%	19%
CAUCASION	81%	85%	85%	83%
HISPANIC	4%	4%	6%	5%
BLACK/AA	2%	1%	1%	3%
ASIAN	8%	8%	4%	6%
OTHER	4%	2%	5%	3%

2025 DEMOGRAPHICS
AVG. HH INCOME

$170.2K

FIRST TIME VISITORS	REPEAT VISITORS
$167.9K	$171.4K

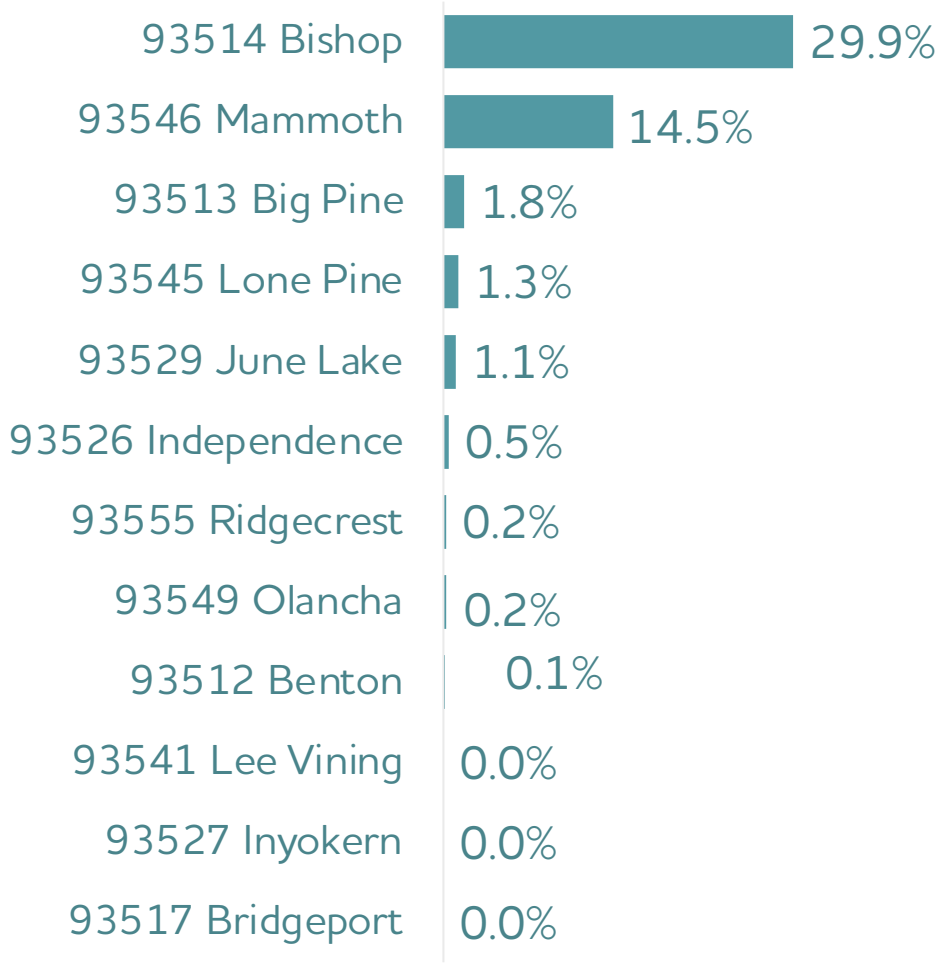
CALIFORNIA VISITORS	OUT-OF-STATE VISITORS
$198.5K	$160.3K



LOCAL & BISHOP SPECIFIC QUESTIONS

SUMMER 2025 – LOCALS 49.4% of PAX

LOCAL ZIP CODES



22%

FIRST TIME USING BIH

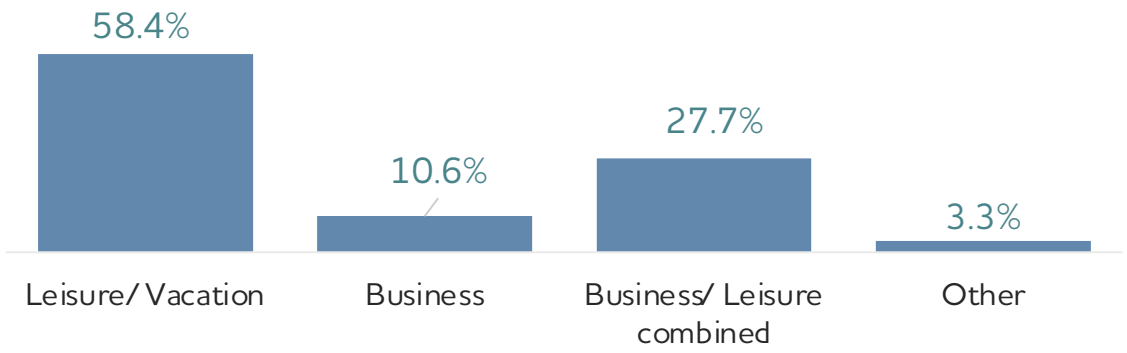
75%

TRIPS PAST YR

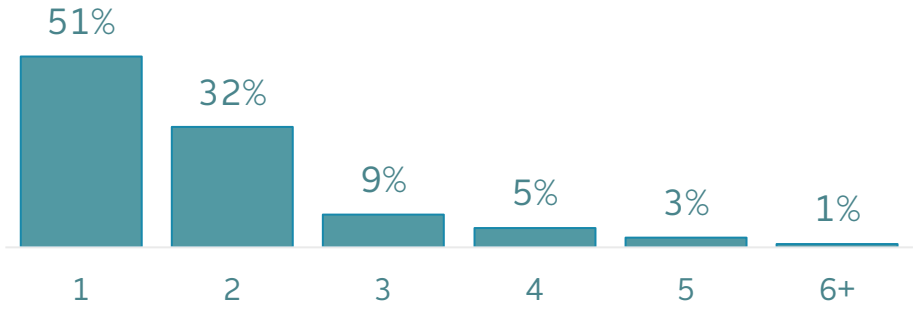
11%	1X/YR
40%	2-3X/YR
25%	3-5X/YR
24%	6+X/YR

SUMMER 2025 - LOCALS

TRIP PURPOSE

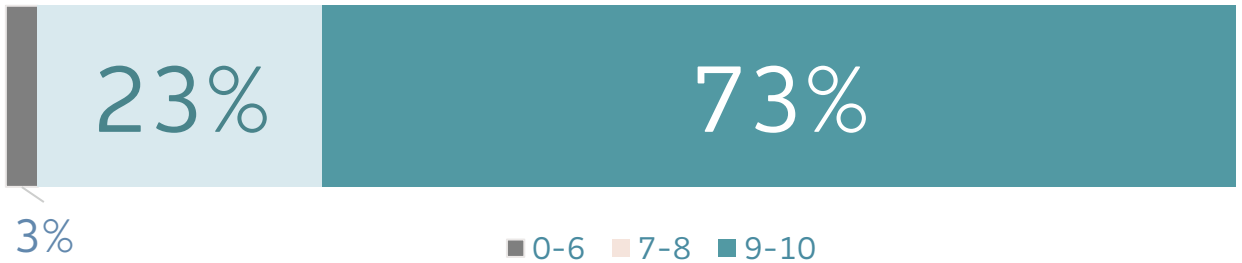


PARTY SIZE



1.61 AVG. PARTY SIZE

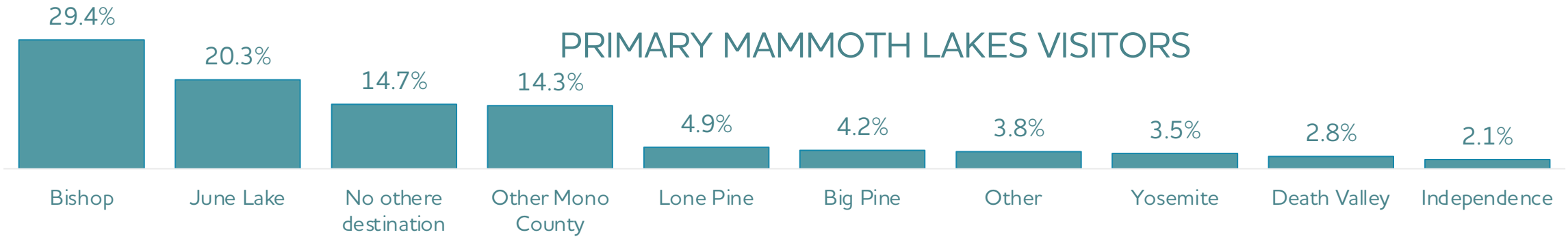
UNITED POSITIVE RATING



71.63

(POSITIVE - NEGATIVE)

SUMMER 2025 - VISITORS



BISHOP ACTIVITIES –WILL/DID VISIT

Visit local restaurants	26.5%
Visit local shops	21.6%
Stay overnight in a hotel, motel, or inn	13.2%
Stay overnight in a rental Home/Condo, Airbnb/Vrbo etc.	10.3%
Other	8.3%
Rock climbing or Bouldering	7.8%
Visit a museum	6.4%
Stay overnight camping/RV Park	5.9%
Visit local restaurants	26.5%

SUMMER 2025 –VISITORS

PRIMARY BISHOP VISITORS

BISHOP ACTIVITIES –WILL/DID VISIT

Visit local restaurants	18.5%
Visit local shops	15.7%
Stay overnight in a hotel, motel, or inn	14.7%
Visit friends/family	14.1%
Rock climbing or Bouldering	9.4%
Stay overnight camping/RV Park	6.9%
Visit a museum	6.6%
Other	5.6%
Hiking/Backpacking	4.7%
Stay overnight in a rental Home/Condo, Airbnb/Vrbo etc.	3.8%

THANK YOU



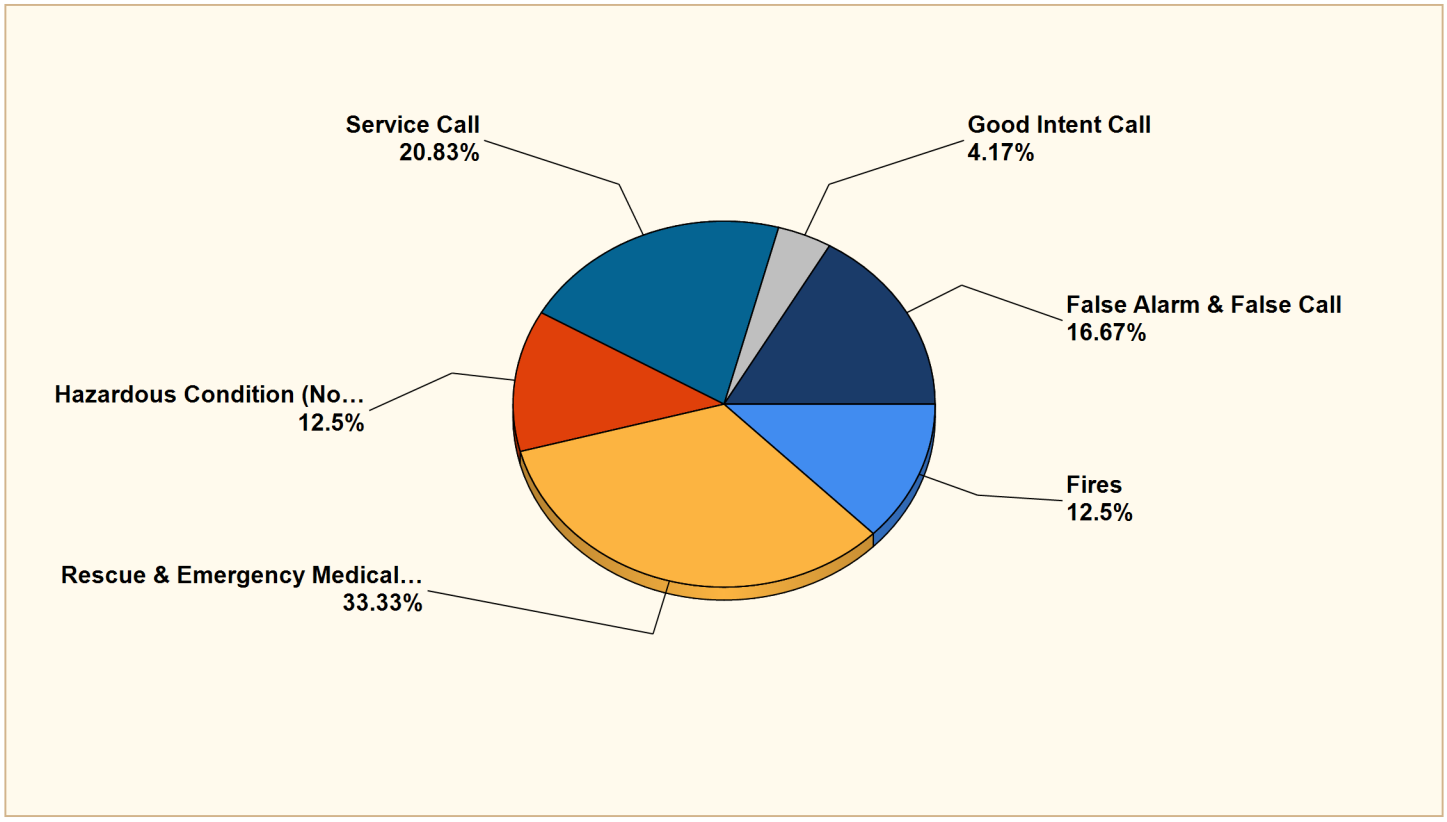
Bishop Fire Department

Bishop, CA

This report was generated on 2/4/2026 11:45:12 AM

Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2026 | End Date: 01/31/2026



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	3	12.5%
Rescue & Emergency Medical Service	8	33.33%
Hazardous Condition (No Fire)	3	12.5%
Service Call	5	20.83%
Good Intent Call	1	4.17%
False Alarm & False Call	4	16.67%
TOTAL	24	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type		
INCIDENT TYPE	**# INCIDENTS**	**% of TOTAL**
114 - Chimney or flue fire, confined to chimney or flue	2	8.33%
131 - Passenger vehicle fire	1	4.17%
311 - Medical assist, assist EMS crew	6	25%
324 - Motor vehicle accident with no injuries.	2	8.33%
400 - Hazardous condition, other	1	4.17%
412 - Gas leak (natural gas or LPG)	2	8.33%
520 - Water problem, other	1	4.17%
550 - Public service assistance, other	1	4.17%
561 - Unauthorized burning	3	12.5%
611 - Dispatched & cancelled en route	1	4.17%
733 - Smoke detector activation due to malfunction	2	8.33%
736 - CO detector activation due to malfunction	1	4.17%
746 - Carbon monoxide detector activation, no CO	1	4.17%
TOTAL INCIDENTS:	**24**	**100%**

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

POLICE DEPARTMENT REPORT – JANUARY 2026

THE POLICE DEPARTMENT REPORT WILL BE PRESENTED AT THE CITY COUNCIL MEETING ON FEBRUARY 9, 2026

CITY OF BISHOP

PUBLIC WORKS DEPARTMENT
MONTHLY REPORT

January 2025

Director's Monthly Snapshot
January activities focused on advancing the West Line Water Main Replacement Project, public outreach related to the Proposition 218 process, and preparatory work for future wastewater planning. The water line design advanced to near-final status, with final documents anticipated in February. Proposition 218 notices were mailed, and staff fielded questions from the public regarding the proposed rate design

Water

Operations

- Total groundwater production for the month was 24,499,873 gallons, representing less than a 1% decrease compared to January 2023.
- Replaced ¾-inch curb stop at 169 Short Street.
- Repaired water services at 350 East Line Street and 187 East Line Street.
- Distributed water shutoff notices as required

Compliance

- Completed monthly bacteriological sampling.
- Measured static water levels at Wells #2 and #4.
- Submitted all required monthly and quarterly reports to the State Water Resources Control Board (SWRCB).

Projects

- Continued work with Wood Rodgers on the West Line Water Main Replacement Project; construction documents nearing approval.
- Met with Caltrans to review the encroachment permit and negotiate requirements related to night work.
- Met with Division of Drinking Water to review and seek feedback on the Main Separation Alternative Request Checklist.
- Continued coordination with Provost & Pritchard on the Brookside Water System Consolidation.

Other

- Coordinating in person/zoom meeting with Aqua Metric to Strengthen City's water meter pilot program.
- Assisted Sierra Highlands with a water line location.

Sewer

Operations

- Periodically inspected the Canal Diversion manhole for obstructions, cleaned and maintained as necessary.
- Removed sludge from digesters at the wastewater treatment plant.
- Conducted routine and targeted sewer main cleaning and continued systematic maintenance of the collection system.
- Video inspected and logged sewer mains.
- Operated root cutter in problem sewer lines identified through video inspection.
- Replaced the wet well level transducer to maintain functionality of sludge pumps.
- Weed mitigation along fence line of sewer ponds.

Compliance

- Conducted sewer main video inspections as part of the City's five-year cleaning and inspection program.
- Continued efforts to link collected sewer video data with GIS to create a centralized, spatially referenced inspection record.
- Submitted all quarterly monitoring reports and yearly Volumetric Annual Report into the SWRCB GeoTracker Data Base.

Projects

- Continued discussions with Eastern Sierra Community Services District (ESCSD) regarding future operation of the diversion structure. Operation of the diversion structure gate to equalize total flow received by both WWTP's is ongoing.
- Received grant documents from USDA RD for the CY2022 disaster funds to seal sewer lines and manholes.
- Received financing documents from State Water Boards for the Clean Water State Revolving Fund for the preliminary design and environmental compliance for the new BAWA treatment plant.

Other

- Continued serving as Administrator for the Bishop Area Wastewater Authority (BAWA).

Streets

Operations

- Conducted routine inspections of the Sierra Bike Path and removed trash and debris.
- Patched potholes on City streets.
- Cleaned storm drains.
- Continued replacement of deteriorated "No Parking in Alley" signage.
- Tree trimming along City Streets.

Permits

- Issued multiple encroachment permits and performed site inspections before, during, and after work activities to ensure compliance with City standards.

Projects

- Attended construction meetings with Caltrans and provided coordination support for the Bishop Pavements Project.
- Responded to calls and conducted site visits related to construction-related issues arising during the project.

Department

Staff & Safety

- Conducted weekly safety meetings with Public Works staff.

Fleet & Equipment

- Posted the retired Vac-Con truck for public surplus sale and continued efforts to obtain bids meeting minimum reserve requirements.
- Performed routine maintenance on the Public Works fleet.
- Replaced drivers side rear brake canister on FL-60

Utility Coordination

- Marked City utilities in response to DigAlert tickets.
- Coordinated closely with Papich Construction to locate and mark utilities for the Bishop Pavements Project.

Policy

- Mailed the Proposition 218 notices to all parcels within City limits.
    - Proposition 218 Public Hearing scheduled for February 23 at 6:00 p.m.

END OF REPORT

CITY OF BISHOP

377 West Line Street - Bishop, California 93514
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Community Services Report

January 2026

Programs

1. After School Stay and Play program is operating at the Elm Street School, Monday through Friday the Stay and Play program is full, with a waiting list. Staff and Participants will be working on Spring crafts including Valentines Day. Conducted staff meetings to address Recreation Coordinator Nancy Gonzalas leave of absence in January. Continue to meet with staff weekly to address any operational concerns.

2. The Bishop Park Pool is closed for the 2025 season. Preparations for Spring opening. Aquatics Coordinator and Community Service Manager will be conducting Lifeguard interviews in February. Meet with Swim Team to get facility use request and dates for events.

3. Summer camps 2026. Planning for the 2026 Summer Camps have begun.

4. Winter Gymnastics Sessions will be completed in February. The Winter Session will be offered by the Upper-Level Gymnastics and Rams Club with instructor Francisco. The winter session will continue through February 2026. Spring sessions will begin in April 2026.

5. Senior Yoga class continues to be successful. Hosted at the City Auditorium on Mondays and Wednesdays at 10am.

6. Adult Coed Volleyball registration is open. This league will be hosted at the East Gym at BUHS and start league play on February 17th and continue through April.

7. Adult Fitness with Ashley McLaughlin has been cancelled due to lack of registration.

8. New Youth Pickleball Clinics with coach Patty Cummings and Karey Bengamin. This Program will be for children ages 5-12 on Mondays 3:45 – 4:45 at the City Park Tennis Pickleball courts starting February 23rd.

Parks and Facilities

1. AYSO Soccer Fall and USA Soccer fields have been moved to Field 5 and 6 for the winter. Mammoth soccer will be using field 1 through February.

2. Park staff have painted both equipment shops, ballfield dugouts, and park offices. Clean up and organization of the park maintenance area. Aquatic Coordinator has worked with Park staff to paint the Pool House and Outbuildings.

3. Park staff have started work on Field 1 and Field 2 parking lot planters. This project will include wood planters around the tree wells and removal of existing railroad ties. This project will continue through the fall and winter months.

4. The annual leaf clean-up has begun! Park Staff will continue clean the park and all the city facilities as winter leaf drop progresses.

5. Park staff have begun installation of Artificial Turf along Hambey Street and Field 6. This project will help keep weeds and reduce staff time in the spring and summer months.

6. Pool maintenance occurs daily. Mondays the pool is closed for cleaning our pumps, filters, and deep cleaning.

7. Park Staff and Pool Staff will work together to prepare the Park Pool for Lifeguard training and Swim Team use in April.

8. Installed new benches at the Tennis/Pickleball courts.

9. Clean up and irrigation repairs to landscaping on Warren Street, City Hall, and Main streets.

10. Seasonal cleaning of flower beds on Main Street and Bishop Chamber.

11. Seasonal routine maintenance of all mowing and landscape equipment.

12. Daily routine of trash and cleaning of restrooms.

13. Cleaned debris from the creek, pond, and fountain.

14. Use of blowers on Main Street Mondays and Fridays.

15. Seasonal adjustments are made to all City irrigation and City Park. As we move into Sprin, Irrigation systems will be Audited for function and set for operation.

16. Fall tree trimming at the City Park is ongoing. West Coast Arborist will continue to perform safety trimming.

17. Repairs made to Front Restrooms and Talmage Park doors due to vandalism.

18. Removal of holiday decorations for the town include the Main Street Snowflakes and Garlands on Warren Street.

19. In preparation for Spring Softball and Baseball use, Park Staff tilled, leveled, and edged fields 1, 2, 3, and 4.

Sunrise

1. Daily routine of trash, debris, and inspections.
2. Leaf clean up at all common areas and residents.
3. Collected rents and payments for utilities.
4. Weekly routine maintenance of all lawns, landscapes, and common areas.
5. Began planning process of street and sidewalk replacement. Consultant has begun to design. Design is complete. We are seeking funding to complete this project.
6. Removal of Elm and Cottonwood trees in all fence lines.
7. The use of Organic Cat-Mase to mitigate feral cats.
8. Winter clean up of City Owned facilities including the Community Building.
9. Revitalization of the Sunrise entry sign.

Budget/Administrative

1. Held weekly staff meetings Tuesdays and Wednesdays.

2. Meet with Finance Director Ethan Akee for Mid-year budget.

3. Attended by-weekly City Council meetings.

4. Attended weekly Department Head Meetings.

5. Organized all Youth Sports Organizations on the use of Sportsites for schedules and games.

6. The Parks and Recreation Commission was held on January 28th at 6pm. Staff update on Field 6 project, Parks Master Plan, and Courts Resurfacing Project. Discussion on Pickleball lines on the upper courts and staff's direction from City Council on investigating 6 Pickleball courts on the lower courts.

7. Communication with Bishop Area Bike Organization for the possible relocation of a portion of the Skills track to accommodate the Field 6 Enhancement Project. Phase one Pump Track is complete, and the group has begun work on the Skills Track. Communication is ongoing.

8. California Urban Greening Grant has been awarded to the City of Bishop, coordination with the Friends of the Eastern Sierra Community Gardens. Work with selected contractor Clair Concrete Inc. has begun for the Community Garden Enhancement Project. The contractor has ongoing work on concrete paths, pergola, and irrigation. Construction is complete and we continue to work with the Community Gardeners to make purchases.

9. Scheduling of outside events and parties hosted at the Bishop City Park facilities.

10. Work with Public Works on the Downtown corridor for landscapes, trash receptacles, and benches for the Caltrans Bishop Pavements Project.

11. Met with Wood Roders on the Field 6 and Parks Master Plan Projects. Looking forward to Field 6 60% plans and review early February and site visit for the Parks Master Plan also in early February.

12. Contacted Bishop Union High School and the Bishop Pickleball group to investigate placing 6 Pickleball courts on the lower courts. BUHS does not have an issue with Tennis and Pickleball lines on the lower courts if the lines are a different color. The Pickleball group will place some tapelines in the layout of 6 Pickleball courts to make sure that this could be done safely and get a visual.

Highlights

1. New Youth Pickleball Clinic at the lower courts starting on February 23rd. This program is full with 20 participants.

2. Conducting Lifeguard interviews in February. Hiring for Program Leaders, Site Coordinators, Park Helpers, and Athletic Coordinators.

3. Working with the Community Gardeners on the Urban Greenig Grant Enhancement Project including communication with CNRA for grant administration. Park staff have begun planting trees along the Pine to Park Path. Next steps include order and installation of benches.

4. Planning for Tennis/Pickleball Court Resurfacing Project. Planning on going out to bid for this project in early February.

5. Worked with City Administrator Pam Foster, Public Works Director Nora Gamino, and Principal Planner Ana Budnik to develop task orders with Wood Rodgers for Field 6 and Parks Master Plan. Meet with Wood Rodgers to set dates for future public outreach and plan review.

6. February will be a busy month with evaluations of Adult Softball and Soccer, preparations for Adult Volleyball.

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Planning Department Report – January 2026

1. **Reviewed annual Short-term rental applications:**
   - Approved 11 applications, pending 2-3 applications

2. **Worked on the Task order for Environmental Support for Chamber of Commerce Building.**

3. **LAWP Training Facility and Construction Yard (Wye Road):** worked with the consultants on the review of the CEQA.

4. **Eastern Sierra Housing Needs Study**: received and reviewed Admin Draft of the Study, worked on the scope for Action Plan.

5. **Parking and Land Use Study:** working with consultants on the Parking Management Plan to be presented to PTAC.

6. **Ordinance Updates**: worked with the city attorney on Housing Policies compliance, drafted ordinances to comply with State Law

   - Amending Chapter 17.08 To Revise Various Definitions

   - Amending Chapter 17.38. ES Emergency Shelter Combining District

   - New Chapter 17.39, Residential Care Facilities

7. **Additional Ordinance Drafts**:

   - Amending Chapter 17.80, Section 17.80.120 Expiration Of Permit Or Variance

   - New Chapter: Chapter 17.81 - Appeals

8. **Projects:**

   - **Bishop Inn Hotel** – finalized review, construction started on January 25, 2026, the access to the job site will remain closed for the duration of construction (estimated 9 months)

   - **Bishop Hotel (Sierra Station),** West Line St – conducted planning review

- **Bishop Climbing and Fitness**, 168 e Line St - – conducted planning review

9. **Worked CDBG PPE Storage grant closeout.**

10. **Attended CALED Rural Exchange summit, CalED Opportunity Zones 2.0, and Creative Economy Town Hall.**

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City Administrator's Report

January 2026

Over the past month, I have continued to focus on advancing City priorities through coordination with City Council, City departments, regional partners, and external stakeholders. I met regularly with City Council and staff to address ongoing operational needs, provide updates on active projects, and maintain alignment on City goals and priorities.

I held meetings with multiple developers regarding several projects proposed or underway throughout the City. These discussions focused on project feasibility, City requirements, and coordination across departments to ensure proposals align with City policies, infrastructure capacity, and long-term planning objectives.

I also worked with lobbyists on State and Federal issues and opportunities that may impact the City, including funding, legislative priorities, and advocacy strategies. These efforts are intended to position the City to respond proactively to policy changes and pursue available resources.

Internally, I continued working closely with City departments on several key initiatives, including the Parks Master Plan, Field 6, the A-Frame CEQA requirements, and ongoing discussions related to increasing demands on City Park facilities. These efforts involved balancing operational needs, regulatory compliance, and long-term community use of City assets.

In addition, I coordinated with Inyo County on Emergency Medical Services (EMS) matters, focusing on interagency collaboration and service delivery considerations that are critical to public safety and community health.

Agenda Item: 14.A
Date of Meeting: February 9, 2026
Department: Police

STAFF REPORT

To: City Council

From: Nate Derr

Subject: **A Resolution Renewing the City of Bishop's Military Equipment Policy; AB 481-Military Equipment Annual Inventory and Report**

Prepared On: January 27, 2026

Attachments: Resolution - Renewing AB 481 Military Equipment Policy 2026 02 09
AB 481 inventory 2026
AB 481 report 2026

Background/History:

On February 14, 2022, Council approved the military equipment policy and associated City of Bishop Municipal Code, Chapter 13.20 – Military Equipment, in accordance with Government Code 7070. Part of maintaining compliance is an annual report to City Council, updating the military equipment and policy as necessary, make the information public and hold a public meeting to discuss the policy and equipment with members of the public. This staff report is presented to ensure full compliance and transparency with the legislative requirements.

Analysis/Discussion:

Since February 14, 2022, there have been no legislative changes to Government Code 7070, Lexipol Policy 706 of the City of Bishop Municipal Code. So, in order to maintain compliance, I have attached an updated military equipment inventory as well as the required report to be presented and discussed with members of the public. It is the goal of the Bishop Police Department to be as transparent as possible with members of the public.

Impacts to Council Goals and Strategic Planning Priorities:
There are no economic impacts related to this staff report or reporting requirement.

Budget Impacts:
There were minimal budget impacts as we used funds within the current FY budget to purchase replacement 40 mm munitions to replace outdated munitions.

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 attached equipment inventory and report so it may be presented to the public and discussed in an open forum with members of the public and the Chief of Police within 30 days of approval and approve the proposed resolution by title only.

Approved By: Robin Picken 1/27/2026
Approved By: Pam Foster 2/3/2026
Approved By:
Approved By:

RESOLUTION NO. 2026-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, RENEWING ITS MILITARY EQUIPMENT POLICY

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 ("AB 481"), adding Chapter 12.8, "Funding, Acquisition and Use of Military Equipment", to Division 7 of Title 1 of the Government Code (sections 7070 – 7075), relating to the use of military equipment by California law enforcement agencies; and

WHEREAS, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used; and

WHEREAS, AB 481 requires, inter alia, the Police Department submit to the City Council an annual military equipment report for each type of military equipment approved by the City Council; and

WHEREAS, the City Council shall review its Ordinance approving the funding, acquisition, or use of military equipment at least annually and vote on whether to renew the Ordinance at a regular meeting; and

WHEREAS, the City Council shall determine, based on the annual military equipment report submitted, whether each type of military equipment identified in that report has complied with the standards for approval set forth in its Ordinance; and

WHEREAS, the City Council has reviewed the annual military report submitted by the Police Department and determined the military equipment has complied with the standards for approval set forth in its Ordinance; and

WHEREAS, the City Council voted to renew Ordinance No. 575 by resolution of the City Council set forth below.

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

SECTION 1. The above recitals are true and correct and are a substantial part of this resolution.

SECTION 2. City of Bishop Ordinance No. 575 is hereby renewed.

SECTION 3. The City Clerk shall certify to passage and adoption thereof.

PASSED, APPROVED AND ADOPTED this 9th day of February, 2026.

_____
Stephen Muchovej, Mayor

ATTEST: _____
Robin Picken, City Clerk

BISHOP POLICE DEPARTMENT

MILITARY EQUIPMENT INVENTORY

ANNUAL REPORT 2026

Colt M4 Rifles - 12

Heckler & Koch MP5 Sub Machine Gun – 2

1994 International Armored Personnel Vehicle (On Loan to ICSO)

Def Tech Distraction Devices – 10

Penn Arms 40 mm less lethal Munitions launcher

Def-Tech 40 mm sponge rounds-50

Def-Tech 40 mm OC rounds-50

The following items are in possession of the Bishop Police Department, though they are unavailable for use Waiting destruction.

Model 515 CS Gas Canister

Model 517 CS Gas Canister

Model T16 CS Gas Canister

White Smoke Canister

Stinger Grenades

Model 530 CS Gas Canister

CS Gas Projectile Rounds - 3

Shotgun Delivered CS Gas Ferrett Rounds

37mm Less Lethal Munitions Launcher – 1 (Not in Service)

Bishop Police Department Annual Military Equipment Report

This report is prepared in accordance with Department Policy, associated legislative requirements and is provided to the Bishop City Council and members of the public regarding the possession and use of certain equipment in the possession of the Bishop Police Department. The equipment listed in the attached inventory has been deemed Military Equipment in accordance with Government Code 7070. In addition, this report is required under Government Code 7072.

In 2023, The Bishop Police Department required all uniformed patrol Officers to carry a Colt M4 rifle in their patrol unit while on duty. In 2025, none of the patrol rifles were discharged in the line of duty. However, all Officers received the appropriate range training and qualified in accordance with Department Policy. The bishop Police Department also maintains two sub machine guns in its inventory, which are to be used by personnel assigned to the Inyo County Special Enforcement Detail. The sub machine guns were not used in the line of duty in 2025.

During the calendar year 2025, no complaints related to military equipment were received by the City of Bishop or the Bishop Police Department. If the needs of the Department change during the next year and we acquire additional military equipment, it will only be done so in accordance, with Department Policy, City of Bishop Municipal Code and legislative requirements.

Within 30 days of the publishing of this report I will be available to discuss the Departments military equipment and address any concerns.

Agenda Item: 14.B
Date of Meeting: February 9, 2026
Department: Public Works

STAFF REPORT

To:	City Council
From:	Nora Gamino
Subject:	**Selection of LED Streetlight Color Temperatures for LS-1 Conversion**
Prepared On:	January 29, 2026
Attachments:	LED Streetlight Color Temperature Selection Visual Aid

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Background/History:
On August 25, 2025, City Council approved participation in Southern California Edison's LS-1 Option E Streetlight Conversion Program, authorizing the replacement of 69 high-pressure sodium vapor (HPSV) streetlights with LED fixtures. Under the LS-1 tariff, SCE will continue to own, operate, and maintain the fixtures, with costs recovered through the monthly streetlight rate.

As part of the LS-1 Option E program, the City must select the color temperature for the replacement LED fixtures. At the time of agreement approval, Council directed staff to return with a recommendation for light color temperature prior to installation.

Analysis/Discussion:
Color temperature, measured in Kelvin (K), affects how street lighting appears at night and how it is perceived by residents, motorists, and pedestrians. SCE offers three color temperature options under the LS-1 program:

- 2700K (Warm White): Produces a softer, amber-toned light similar in appearance to traditional street lighting. It reduces glare, minimizes light pollution, and is generally preferred in residential neighborhoods.
- 3000K (Warm-Neutral White): Slightly whiter than 2700K while still maintaining a warm tone. This temperature provides improved visual clarity for drivers and pedestrians while remaining compatible with dark-sky goals.
- 4000K (Cool White): A noticeably whiter and brighter light. While sometimes used in high-intensity commercial or industrial areas, it can appear harsh in community settings and has been associated with increased glare and light pollution.

Many municipalities, including Boulder, Colorado, have conducted public outreach and pilot programs evaluating LED streetlight color temperatures. These efforts consistently show a community preference for warmer light temperatures (2700K–3000K), particularly in residential

areas.

Staff recommends that City Council select 2700K LED streetlights for residential neighborhoods and City Park, in order to maintain a consistent, warm lighting character and to respect adjacent residential and commercial uses, and select 3000K LED streetlights along Highway 395 and Highway 6, where slightly higher visual clarity is appropriate for higher traffic volumes and regional travel, as part of the LS-1 Option E streetlight conversion program.

The attached visual aid slides illustrate the range of LED color temperature options and depict staff's recommended application of 2700K and 3000K lighting based on roadway function, surrounding land use, and neighborhood context.

Impacts to Council Goals and Strategic Planning Priorities:
Streetlight temperatures were not contemplated in the Strategic Planning Priorities.

Budget Impacts:
There is no budget impact associated with this selection.

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

Recommended Action:
Council consideration to select 2700K LED streetlights for residential neighborhoods and City Park and select 3000K LED streetlights along Highway 395 and Highway 6 as part of the LS-1 Option E streetlight conversion program.

Approved By: Ethan Aukee 2/2/2026
Approved By: Robin Picken 2/2/2026
Approved By: Pam Foster 2/3/2026
Approved By:

Understanding Color Temperature

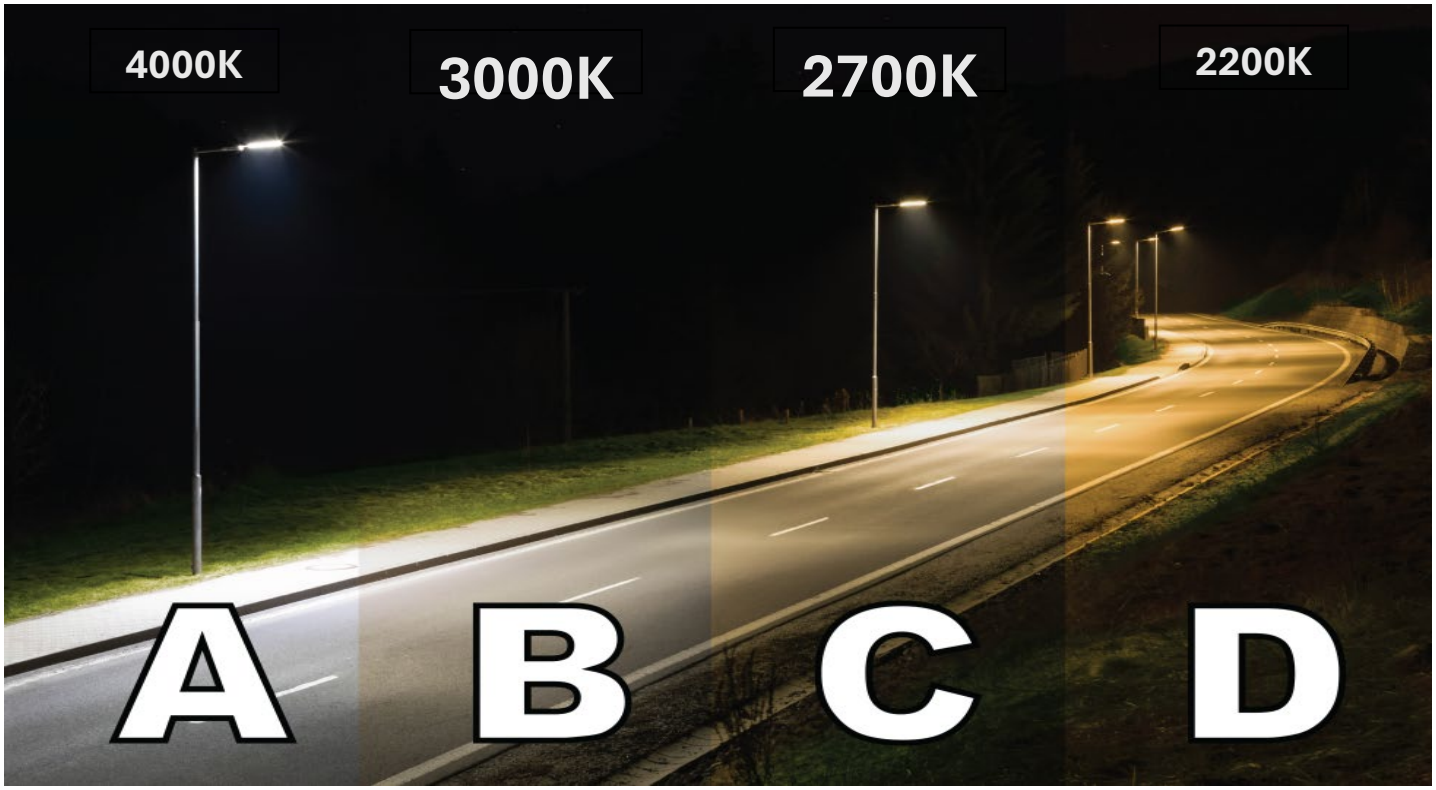
- Color temperature is measured in Kelvin (K).
- Lower values appear warmer and softer, while higher values appear whiter and brighter.
- 2700K – Warm white, softer, residential-friendly
- 3000K – Warm-neutral white, slightly brighter
- 4000K – Cool white, higher glare and contrast



https://www.tandfonline.com/doi/full/10.1080/29941849.2024.2413559?scroll=top&needAccess=true#d1e377

2700K vs 3000K

- The difference between 2700K and 3000K is subtle in photos, but noticeable in person.
- 2700K creates a calmer nighttime environment with reduced glare.
- 3000K provides slightly higher contrast and visibility for drivers.

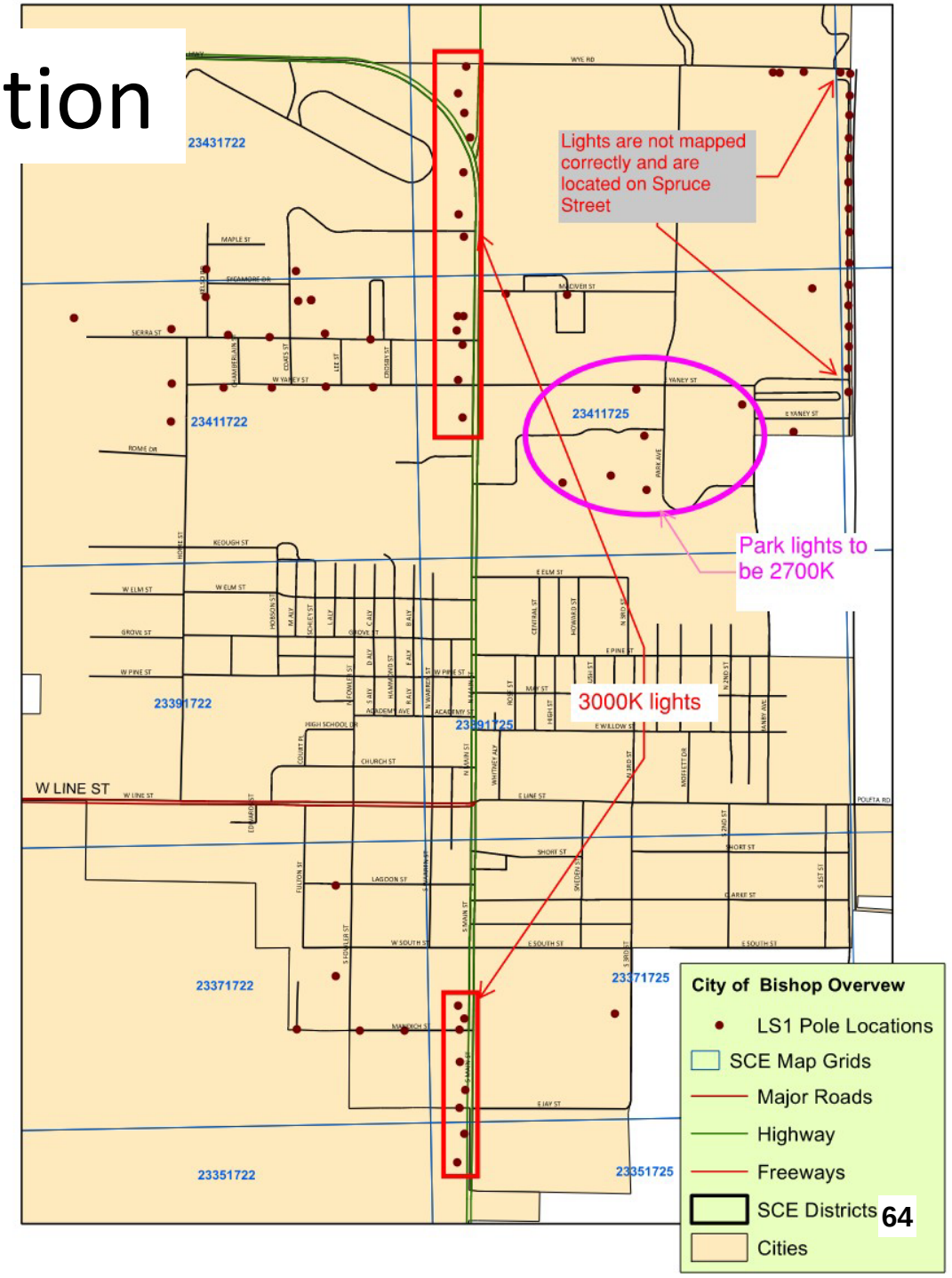


https://bouldercolorado.gov/news/streetlight-color-temperatures-our-community-cares-about

Staff Recommendation

- Residential neighborhoods and City Park are recommended for 2700K lighting to maintain a consistent, warm character and respect nearby homes and businesses.

- Highway 395 and Highway 6 are recommended for 3000K lighting to support higher traffic volumes and regional travel.



Agenda Item: 14.C
Date of Meeting: February 9, 2026
Department: Public Works

STAFF REPORT

To: City Council

From: Nora Gamino

Subject: **Approval of Clean Water State Revolving Fund (CWSRF) Planning Agreement No. D2501005 for the Bishop Area Wastewater Authority Regional Treatment Plant**

Prepared On: January 29, 2026

Attachments: City of Bishop Agreement No. D2501005
BAWA Resolution No. 2024-01
City Resolution No. 2024-05

Background/History:
The Bishop Area Wastewater Authority (BAWA) is a Joint Powers Authority formed by the City of Bishop and the Eastern Sierra Community Services District to collaboratively evaluate long-term wastewater treatment solutions for the greater Bishop area. The City of Bishop provides administrative and fiscal services for BAWA, and the BAWA Board is actively working toward expanding the JPA to include the Bishop Paiute Tribe as a member agency.

In early 2024, BAWA directed staff to pursue Clean Water State Revolving Fund (CWSRF) planning funding to support regional wastewater treatment planning, environmental review, and preliminary design efforts. During discussions with the State Water Resources Control Board, it was determined that the City of Bishop should serve as the applicant for the funding because the City has the financial capacity and credit profile required to enter into a financing agreement of this size. BAWA itself does not have a credit rating or independent borrowing capacity, and State staff advised that the City apply on BAWA's behalf.

This direction was formalized through adoption of BAWA Resolution No. 2024-01, which authorized the City of Bishop to act as the applicant. City Resolution No. 2024-05 designated the Public Works Director as the Authorized Representative on behalf of the City. The City subsequently submitted a CWSRF planning application consistent with the Plan of Study prepared for the Bishop Area Wastewater Treatment Plant planning effort, and the State Water Resources Control Board issued Agreement No. D2501005 to the City of Bishop.

Analysis/Discussion:
Execution of Agreement No. D2501005 authorizes the City of Bishop to administer CWSRF planning funds on behalf of BAWA for eligible planning, environmental, and preliminary design

activities. The agreement provides $2,411,000 in funding structured as 100 percent principal forgiveness, subject to compliance with State requirements.

The scope of this funding allows the project to advance through planning, environmental review, and preliminary engineering design to approximately the 30 percent design level. This work is intended to position BAWA and its member agencies to pursue future construction funding and make informed decisions regarding project delivery, governance, and financing.

Additional funding will be required to complete final design beyond the 30 percent level and to construct the project. Those future phases will require separate funding sources and approvals and cannot be funded under this planning agreement. Approval of this agreement does not commit BAWA or its member agencies to construction; any future decisions related to design completion, financing, or construction would return to the BAWA Board and the City Council for separate consideration.

Impacts to Council Goals and Strategic Planning Priorities:
This action advances Strategic Plan Mission 3, which focuses on sustaining public infrastructure. Approval of this agreement supports proactive planning for regional wastewater infrastructure necessary to meet future regulatory requirements and community needs.

Budget Impacts:
Agreement No. D2501005 provides up to $2,411,000 in Clean Water State Revolving Fund planning assistance structured as 100 percent principal forgiveness. Eligible project costs are reimbursable in accordance with the agreement terms, and no local match or debt repayment is required provided all conditions of the agreement are met.

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 and authorize the Director of Public Works to execute Clean Water State Revolving Fund Planning Loan Agreement No. D2501005 with the California State Water Resources Control Board, in the amount of $2,411,000 in principal forgiveness, for planning, environmental review, and preliminary design of a new Bishop Area Wastewater Authority Regional Treatment Plant.

Approved By: Ethan Aukee 2/2/2026
Approved By: Robin Picken 2/2/2026
Approved By: Pam Foster 2/3/2026
Approved By:

CLEAN WATER PLANNING

LOAN

AGREEMENT No. D2501005

BY AND BETWEEN

CITY OF BISHOP ("Recipient")

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")

FOR THE PURPOSE OF THE

PROJECT NO. C-06-8818-110

Bishop Area Wastewater Treatment Plant ("Project")

- Section 13475 et seq. of the Water Code, and Resolution Nos. 2025-0022 and 2025-0013.

PROJECT FUNDING AMOUNT: $ 2,411,000
PRINCIPAL FORGIVENESS COMPONENT: $ 2,411,000
ESTIMATED REASONABLE PROJECT COST: $ 2,411,000

ELIGIBLE WORK START DATE: DECEMBER 1, 2023
WORK COMPLETION DATE: DECEMBER 31, 2029
FINAL REIMBURSEMENT REQUEST DATE: JUNE 30, 2030
RECORDS RETENTION END DATE: DECEMBER 31, 2065

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1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:

   - EXHIBIT A – SCOPE OF WORK AND SCHEDULE
   - EXHIBIT B –FUNDING PROVISIONS
   - EXHIBIT C – GENERAL TERMS AND CONDITIONS
   - EXHIBIT D – SPECIAL CONDITIONS

2. The following documents are also incorporated by reference, as well as any documents incorporated by reference in Exhibit D:

   - the Waste Discharge Requirement Order No. 6B14101001, and any amendments thereto;

3. Party Contacts during the term of this Agreement are:

State Water Board		City of Bishop	
Section:	Division of Financial Assistance		
Name:	Matthew Chambers, Project Manager	Name:	Nora Gamino, Director of Public Works
Address:	1001 I Street, 16th Floor	Address:	377 W. Line Street
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Bishop, CA 93514
Phone:	(916) 341-5723	Phone:	(760) 873-8459
Email:	Matthew.Chambers@waterboards.ca.gov	Email:	ngamino@cityofbishop.com

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director in addition to the Party Contacts.

4. Conditions precedent to this Agreement are set forth as follows:

   (a) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.

   (b) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.

5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:

   (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

   (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

   (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by

this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

(d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.

6. This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF BISHOP:

By: _____
Name: Nora Gamino
Title: Director of Public Works

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____
Name: Joe Karkoski
Title: Deputy Director
Division of Financial Assistance

Date: _____

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EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1 PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient. The funding under this Agreement shall be used for the purpose of completing the necessary planning and design work to enable the City of Bishop to apply for construction funding to construct a new wastewater treatment plant. The proposed wastewater treatment plant would provide wastewater treatment to the connections in the City of Bishop, the Eastern Sierra Community Services District, and the Bishop Paiute Tribe and would replace the City of Bishop and Eastern Sierra Community Service District's existing wastewater treatment facilities.

A.2 SCOPE OF WORK.

ITEM	DESCRIPTION
1	Project Management and Administration
	1.1 Prepare and submit a complete CWSRF Planning Application. 1.2 Monitor Project budget and schedule. 1.3 Prepare and submit progress reports and reimbursement requests. 1.4 Coordinate with State Water Board staff, attend Project meetings, provide status updates, and respond to questions. 1.5 Coordinate with the public: • Develop public outreach materials; • Facilitate public workshops; and • Hold public update sessions. 1.6 Coordinate with various state, local, and other agencies for regulatory review, permitting, and approvals. 1.7 Complete necessary legal reviews: • Review documents, professional services agreements, and the State Water Board financing agreement; • Acquire property appraisals as well as review easements and other property documents. Actual purchase costs of land and permanent easements are not reimbursable under this Agreement; • Develop contracts and/or agreements in support in support of future governance structure. *ITEM SUBMITTALS:* a) CWSRF Planning Application b) Governance Structure Documents
2	Project Report
	2.1 Prepare Project Report per the CWSRF Policy: • Describe the existing facilities, problems to be addressed, and all feasible alternatives, including regional or consolidation alternatives. The evaluation must compare each alternative's estimated capital cost and operations and maintenance (O&M) costs over a 20–40-year life cycle analysis. The Final Project Report must be signed and stamped by a Professional Engineer. • Recommend a preferred alternative or combination of alternatives that address the constituent compliance and/or other deficiencies. Upon concurrence from all stakeholders, the preferred alternative will be known as the "Selected Construction Project."

	ITEM 2 SUBMITTALS: a) Draft Project Report b) Final Project Report
3	Environmental Documents
	3.1 Prepare applicable California Environmental Quality Act (CEQA) documents for the Selected Construction Project. 3.2 If applicable, prepare National Environmental Protection Act-like (NEPA-like) environmental documents, such as a Section 7 biological report and a Section106 cultural report, for the Selected Construction Project. 3.3 If applicable, circulate the CEQA document(s) for public comment. 3.4 If applicable, finalize the CEQA document(s) with responses to comments received, resolution adopting the CEQA document(s), and filed Notice of Determination (NOD). 3.5 Complete and submit the CWSRF Construction Environmental Package. 3.6 Prepare drafts of required permits. *ITEM 3 SUBMITTALS:* a) Draft Environmental Documents b) Final Environmental Documents c) CWSRF Construction Environmental Package d) Drafts of Required Permits
4	CWSRF Construction Application
	4.1 Complete and submit a Draft CWSRF Construction Financial Package that includes the following: • CWSRF Potential Flags Worksheet; • Three years of audited financial statements or tax returns; • Budget projections for at least the next two fiscal years; • Rate adoption resolution, a copy of rates, and the Proposition 218 notice; and • Schedule of related debt, debt document copies (if necessary), and/or a letter from the Authorized Representative stating the Recipient has no debt. 4.2 Complete a Sewer Rate Study that incorporates the Selected Construction Project: • Examine operating revenues, operation and maintenance (O&M) expenses, debt service (principal and interest payments) on borrowed funds, and reserve requirements; and • Calculate the minimum revenues necessary to maintain a viable and self sustaining enterprise. Include the Selected Construction Project in this calculation. 4.3 Prepare and submit a complete CWSRF Construction Application. *ITEM 4 SUBMITTALS:* a) Draft CWSRF Construction Financial Package b) Sewer Rate Study c) CWSRF Construction Application
5	Engineering Design for Selected Construction Project
	5.1 Survey, map, pothole, and obtain temporary easements necessary for the planning activities under this Project. Actual purchase costs of land and permanent easements are not reimbursable under this Agreement. 5.2 Perform a geotechnical investigation. 5.3 Prepare a Basis of Design Report.

	5.4 Prepare 30% draft plans and specifications and draft opinion of probable construction costs. 5.5 Prepare a Report of Waste Discharge. *ITEM 5 SUBMITTALS:* a) Topographic Site Survey b) Geotechnical Report c) Basis of Design report d) 30% Draft Plans and Specifications and Draft Opinion of Probable Construction Costs e) Report of Waste Discharge

A.3 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to the Work Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
A.	WORK TO BE PERFORMED BY RECIPIENT		
1.	Project Management and Administration		
	a) CWSRF Panning Application	N/A	Complete
	b) Governance Structure Documents	N/A	December 31, 2029
2.	Project Report		
	a) Draft Project Report	N/A	June 30, 2026
	b) Final Project Report	N/A	December 31, 2026
3.	Environmental Documents		
	a) Draft Environmental Documents	N/A	December 31, 2028
	b) Final Environmental Documents	N/A	June 30, 2029
	c) CWSRF Construction Environmental Package	N/A	June 30, 2029
	d) Drafts of Required Permits	N/A	June 30, 2029
4.	CWSRF Construction Application		
	a) Draft CWSRF Construction Financial Package	N/A	December 31, 2028

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
	b) Sewer Rate Study	N/A	June 30, 2029
	c) CWSRF Construction Application	N/A	June 30, 2029
5.	Engineering Design for Selected Construction Project		
	a) Topographic Site Survey	N/A	October 31, 2026
	b) Geotechnical Report	N/A	October 31, 2026
	c) Basis of Design Report	N/A	April 30, 2027
	d) 30% Plans and Specifications and Revised Opinion of Probable Construction Costs	N/A	October 31, 2027
	e) Report of Waste Discharge	N/A	June 30, 2029
EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	REIMBURSEMENTS		
1.	Eligible Work Start Date	December 1, 2023	N/A
2.	First Reimbursement Request	No later than 90 days from Agreement Execution Date	N/A
3.	Reimbursement Requests	Quarterly	
4.	Work Completion Date	December 31, 2029	N/A
5.	Final Reimbursement Request	June 30, 2030	N/A
B.	REPORTS		
1.	Progress Reports	Quarterly	
2.	As Needed Reports	N/A	As Requested by Division

The Recipient must deliver any request for extension of the Work Completion Date no less than 90 days prior to the Work Completion Date.

The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

A.4 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each Reimbursement Request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds. A progress report must contain the following information:

1. A summary of progress to date including a description of progress since the last report, amount budgeted, amount spent, and percent completion for each task;

2. Statement indicating if all critical due dates are on track;

3. Statement indicating if all deliverable due dates are on track;

4. A description of compliance with any special conditions; and

5. Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.5 RESERVED.

EXHIBIT B – FUNDING PROVISIONS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement, and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

The loan component of this Agreement is forgiven. The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is Zero dollars and no cents ($0.00).

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS.

1. Budget costs are contained in the Summary Project Cost Table below:

ITEM	DESCRIPTION	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
A	Project Management and Administration	$129,000	$129,000
B	Project Report	$165,000	$165,000
C	Environmental Documents	$720,000	$720,000
D	CWSRF Construction Application	$135,000	$135,000
E	Engineering Design for Selected Construction Project	$1,262,000	$1,262,000
	TOTAL	$2,411,000	$2,411,000

The Division's Form 260 and Form 261 will document a more detailed budget of eligible Project Costs and Project funding amounts.

2. The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

3. Reasonable indirect costs may be allowable upon approval by the Division.

4. RESERVED.

B.5 LINE ITEM ADJUSTMENTS.

Subject to the prior review and approval of the Division, adjustments between existing budget line items may be used to defray allowable direct costs. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The sum of adjusted line items in the budget must not exceed the total budget amount. The Division may propose budget adjustments.

B.6 REIMBURSEMENT PROCEDURE.

Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred costs through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed. To be eligible for reimbursement, Project Costs, including planning and design allowance costs, must have been incurred in compliance with all applicable requirements, including the state and federal cross-cutting requirements listed in Exhibits C and D.
2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.
3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under this Agreement.
4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
5. The Division may withhold disbursements where costs incurred do not reflect actual time spent.
6. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.
7. The Recipient must not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
8. The Recipient must submit all draft deliverables prior to reimbursement beyond 70 percent of the Project Funding Amount, and it must submit all final deliverables to the Division prior to reimbursement beyond 90 percent of the Project Funding Amount.
9. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

B.7 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement timely, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS 2019-NOV is posted at https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html and replicated below:

1. DEFINITIONS. Unless otherwise specified in this Agreement, each capitalized term used in this Agreement has the following meaning:

- "Agreement" means this agreement, including all exhibits and attachments hereto.
- "Cover Page" means the front page of this Agreement.
- "Days" means calendar days unless otherwise expressly indicated.
- "Deputy Director" means the Deputy Director of the Division.
- "Division" means the Division of Financial Assistance of the State Water Board or any other division or unit of the State Water Board authorized to administer this Agreement.
- "Event of Default" means the occurrence of any of the following events:

  a) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;
  b) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
  c) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient's property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient's entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient's existence, or any action in furtherance of any of the foregoing;
  d) A determination pursuant to Gov. Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code; or
  e) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order.

- "Final Reimbursement Request Date" means the date set forth as such on the Cover Page of this Agreement, after which date, no further reimbursements or disbursements may be requested.
- "Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.
- "GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public

Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

- "Material Obligation" means an obligation of the Recipient that is material to this transaction.
- "Party Contact" means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Division staff set forth in Section 2 of this Agreement.
- "Project" means the Project funded by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.
- "Project Completion" means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.
- "Project Costs" means the incurred costs of the Recipient which are eligible for funding under this Agreement, pursuant to applicable statutes, policy, regulations, or guidelines.
- "Project Funding Amount" means the maximum amount payable under this Agreement, as set forth on the Cover Page.
- "Project Funds" means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.
- "Project Manager" means the person designated by the State Water Board to manage performance of this Agreement. The Project Manager is set forth on the Cover Page.
- "Records Retention End Date" means the last date that the Recipient is obligated to maintain records related to this Agreement and is set forth on the Cover Page of this Agreement.
- "Regional Water Quality Control Board" or "Regional Water Board" means the appropriate Regional Water Quality Control Board.
- "Reimbursement Period" means the period during which Project Funds may be disbursed.
- "Reimbursement Request" means the Recipient's request for Project Funds from the State Water Board as set forth in Exhibit B.
- "State" means State of California.
- "State Water Board" means the State Water Resources Control Board.
- "Work Completion" means the Recipient's submittal of all work set forth under Exhibit A for review and approval by the Division.
- "Work Completion Date" means the date set forth on the Cover Page of this Agreement and is the last date on which Project Costs may be incurred under this Agreement.
- "Year" means calendar year unless otherwise expressly indicated.

2. ACCESS, INSPECTION, AND PUBLIC RECORDS. The Recipient must ensure that the State Water Board, the State Auditor, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times through the Records Retention End Date or useful life of the Project, whichever is longer. The Recipient acknowledges that, except for a subset of information regarding archaeological records and personally identifiable information, the Project records and locations may be public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, Reimbursement Requests, and supporting documentation submitted hereunder.

3. ACCOUNTING AND AUDITING STANDARDS; FINANCIAL MANAGEMENT SYSTEMS. The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets. Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:

   (a) Establish an official file for the Project which adequately documents all significant actions relative to the Project;

   (b) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all Project Funds received under this Agreement;

   (c) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to Project Funds disbursed under this Agreement;

   (d) Establish an accounting system which will accurately depict final total costs of the Project if authorized under this Agreement;

   (e) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and

   (f) If the Recipient uses its own employees, equipment, or resources for any phase of the Project, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee.

4. AMENDMENT. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee and approved as required.

5. ASSIGNABILITY. This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board. Amendment of the Agreement may be required.

6. AUDIT. The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of State or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division. The Recipient must return, or ensure the return of, any audit disallowances within 30 days.

7. BONDING. Where construction contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and

materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00.

8. COMPETITIVE BIDDING. Recipient must adhere to any applicable State law or local ordinance for competitive bidding and applicable labor laws. If Recipient is a private entity, any construction contracts related in any way to the Project must be let by competitive bid procedures which assure award of such contracts to the lowest responsive and responsible bidders. Recipient must not award a construction contract until a summary of bids and identification of the selected lowest responsible bidder is submitted to and approved in writing by the Division. Recipient must provide a full explanation if Recipient is proposing to award a construction contract to anyone other than the lowest responsible bidder.

9. COMPLIANCE WITH APPLICABLE LAWS, RULES, AND REQUIREMENTS. The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements and with provisions of the adopted environmental mitigation plan, if any, for the useful life of the Project.

10. COMPUTER SOFTWARE. The Recipient certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

11. CONFLICT OF INTEREST. The Recipient certifies that it, its owners, officers, directors, agents, representatives, and employees are in compliance with applicable State and federal conflict of interest laws and will remain in compliance for the useful life of the Project. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances. Public entities are required to have adopted conflict of interest codes and may be required to provide documentation of those codes to the Division.

12. DATA MANAGEMENT. The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

13. DEBARRED, DISQUALIFIED, OR EXCLUDED CONTRACTORS. The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

14. DRUG-FREE WORKPLACE. The Recipient certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357). The Recipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions to be taken against employees for violations of the prohibition. The Recipient shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The Recipient shall provide that

every employee who works on the Project receives a copy of the Recipient's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project.

15. ENVIRONMENTAL CLEARANCE. No work that is subject to California Environmental Quality Act (CEQA) or the National Environmental Policy Act (NEPA) may proceed under this Agreement until the State Water Board has provided approval to proceed. Upon receipt and review of the Recipient's environmental documents, the State Water Board shall make the appropriate environmental findings before determining whether to approve construction or implementation funding for the Project under this Agreement. Providing approval for such construction or implementation funding is fully discretionary. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement. If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

16. FINAL REIMBURSEMENT REQUEST. The Recipient agrees to ensure that its final Reimbursement Request is received by the Division no later than the Final Reimbursement Request Date, unless prior approval has been granted by the Division. If the final Reimbursement Request is not received timely, the undisbursed balance of this Agreement may be deobligated.

17. FRAUD AND MISUSE OF PUBLIC FUNDS. All requests for disbursement must be accurate and signed by the Recipient or its Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.

18. FUNDING CONTINGENCY. The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement. The State Water Board's obligation to disburse funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. If this Agreement's funding for any fiscal year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board

has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other entity. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.

19. GOVERNING LAW. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

20. RECIPIENT'S SHARE. The Recipient agrees that it will provide for the payment of its full share, if any share is required, of Project Costs and that all costs connected with the Project will be timely paid by the Recipient.

21. INDEMNIFICATION AND STATE REVIEWS. The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

22. INDEPENDENT ACTOR. The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

23. INSPECTION. Throughout the useful life of the Project, the State Water Board shall have the right to inspect the Project area to ascertain compliance with this Agreement.

24. INTEGRATION. This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

25. LIENS. The Recipient must not make any pledge of or place any lien on the Project or Project assets except upon consent of the Division.

26. NO DISCRIMINATION. The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 14000 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project. If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property. The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b). The Recipient's obligations under this section shall survive the term of this Agreement. During the performance of this Agreement, Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status. The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.;Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

27. NO THIRD-PARTY RIGHTS. This Agreement creates no rights in and grants no remedies to any third party as a beneficiary of this Agreement.

28. NO OBLIGATION OF THE STATE. Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

29. NON-WAIVER. Nothing in this Agreement shall affect or impair the Recipient's obligation to undertake work under this Agreement or shall affect or impair the right of the State Water Board to bring suit to enforce such work. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a

waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement. Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

30. OTHER FUNDING SOURCES; INCOME RESTRICTIONS. If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's contribution to Project costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board. The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient as related to this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

31. PERMITS AND AUTHORIZATIONS. Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction or implementation begins.

    Any contractors, outside associates, or consultants required by the Recipient in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the State Water Board's Project Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the State Water Board's Project Manager.

32. PREVAILING WAGES. If applicable, the Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. If applicable, the Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the applicable prevailing wage provisions of the State Labor Code are being met. Division of Industrial Relations (DIR) requirements may be found at: http://www.dir.ca.gov/lcp.asp. For more information, please refer to DIR's Public Works Manual at: http://www.dir.ca.gov/dlse/PWManualCombined.pdf.

33. PRIOR COSTS. No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.

34. PROFESSIONALS. The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

35. RECORDS, INSPECTION, AUDITS, AND INTERVIEWS; RECORDS RETENTION. The Recipient must maintain separate books, records and other material relative to the Project and retain such books, records, subcontracts, and other material until at least the Records Retention End Date set forth on the Cover Page of this Agreement. The Recipient must require that such

books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Department of Finance, the California State Auditor, the Bureau of State Audits, or any authorized representatives of the aforementioned, including federal funding agencies and their auditors, if any. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

36. RELATED LITIGATION. Under no circumstances may the Recipient use funds from any reimbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to complete the Project funded by this Agreement or to repay all of the disbursed funds plus interest.

37. REMEDIES. The State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy. Any dispute of the Recipient is limited to the rights and remedies provided to the Recipient under this Agreement and is subject to the procedures provided to the Recipient under this Agreement.

38. REPORTS - AS NEEDED. The Recipient must provide expeditiously any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the State or federal government.

39. RESPONSIBILITY FOR WORK. The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project, including, but not limited to, payment disputes with contractors and subcontractors. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

40. RIGHTS IN DATA. The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request. The Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

41. STATE WATER BOARD ACTION; COSTS AND ATTORNEY FEES. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

42. STATUS QUO. If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights, and remedies as if no such action had been brought.

43. TERMINATION, IMMEDIATE REPAYMENT, AND INTEREST: This Agreement may be terminated by written notice at any time, at the option of the State Water Board, if:

    a. the Recipient has received funds as a result of a material misrepresentation in the funding application or other submitted document; or
    b. upon violation by the Recipient of any material provision of this Agreement after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the State Water Board.

    In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to the amount of Project Funds disbursed to the Recipient prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date of full repayment by the Recipient.

44. TIMING. Time is of the essence. The Recipient must expeditiously proceed with and complete the Project. Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.

45. TRAVEL AND PER DIEM. No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. No work or travel outside the United States of America is authorized. Failure to comply with this restriction may constitute an Event of Default and result in termination of this Agreement. Any reimbursement for necessary travel and per diem shall be set pursuant to and at rates not to exceed those set by the California Department of Human Resources at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. as of the date costs are incurred by the Recipient.

46. UNDISBURSED FUNDS. The Recipient is not entitled to interest earned on undisbursed funds.

47. UNENFORCEABLE PROVISION; SEVERABILITY. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

48. UNION ACTIVITIES: The Recipient hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Agreement. The Recipient certifies that none of the Project Funds will be used to assist, promote, or deter union organizing. If the Recipient incurs costs or makes expenditures to assist, promote, or deter union organizing, the Recipient will maintain records sufficient to show that no reimbursement from Project Funds has been sought for these costs and the Recipient shall provide those records to the Attorney General upon request.

49. VENUE. Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

50. WAIVER AND RIGHTS OF THE STATE WATER BOARD. Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

51. WATER CONSERVATION AND EFFICIENCY PROGRAMS: The Recipient acknowledges that it has appropriate water conservation and efficiency programs in place, and that this provision constitutes a condition of this Agreement. A web link with examples of water conservation and efficiency programs is available at: http://www.waterboards.ca.gov/waterrights/water_issues/programs/drought/conservation.shtml.

52. WATER DIVERSION AND USE: To the extent applicable, the Recipient has complied with, and shall continue to comply with, the requirements of Water Code, division 2, part 5.1, section 5100 et seq. for filing statements of water diversion and use.

53. WITHHOLDING OF DISBURSEMENTS AND REIMBURSEMENTS. Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Project Funds upon the occurrence of any of the following events:

    a) Failure of the Recipient to maintain reasonable progress on the Project as determined by the Division;

    b) Commencement of litigation or a judicial or administrative proceeding related to the Project, or Recipient that the State Water Board determines may impair the timely satisfaction of Recipient's obligations under this Agreement;

    c) Any investigation by State, local, or federal investigators or auditors, or a grand jury, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;

    d) A material adverse change in the condition of the Recipient, or the Project, that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;

    e) The Recipient's material violation of, or threat to materially violate, any provision of this Agreement;

    f) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents directly or indirectly regarding the Project;

    g) An event requiring notice under this Agreement; or

    h) An Event of Default or an event that the Division determines may become an Event of Default.

EXHIBIT D – SPECIAL CONDITIONS

D.1 TECHNICAL SPECIAL CONDITIONS.

a) The Recipient shall not begin work on environmental documents, construction applications, or design until written authorization to proceed is given by the Division's Project Manager based on the Project Report. A selected project alternative receiving such written authorization is referred to herein as the "Selected Alternative."

D.2 RESERVED.

D.3 DEFINITIONS.

Each capitalized term used in this Agreement has the following meaning:

- "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

- "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any costs may be incurred and eligible for reimbursement hereunder.

- "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.

- "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
    a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
    b) The occurrence of a material breach or event of default under any Recipient obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption, or that the Division determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.

- "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

- "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.

- "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.

- "Policy" means the State Water Board's "Policy for Implementing the Clean Water State Revolving Fund," as amended from time to time, including the Intended Use Plan in effect as of the execution date of this Agreement.

- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.

- "System" means all wastewater collection, pumping, transport, treatment, storage, and disposal facilities, including land and easements thereof, owned by the Recipient, including the Project, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.

D.4 ADDITIONAL REPRESENTATIONS AND WARRANTIES.

The Recipient represents, warrants, and covenants each of the following:

1. The Recipient has not made any untrue statement of a material fact in its application for this financial assistance or omitted to state in its application a material fact that makes the statements in its application not misleading.

2. The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

3. The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date of execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date of execution of this Agreement by the Recipient.

4. There are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect, or if resolved unfavorably to the Recipient, would materially affect, the financial condition or operations of the Recipient, the Revenues, and/or the Project.

5. There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.

6. The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

7. Any financial statements or other financial documentation of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

8. The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

9. The Recipient has no conflicting or Material Obligations.

10. The Recipient has sufficient real or personal property rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as disclosed to the State Water Board. The Recipient legally possesses property access rights to any real or personal property necessary for the purposes of this Agreement for which the Recipient does not legally possess all real or personal property rights, except as disclosed to the State Water Board. The Recipient has disclosed to the State Water Board all proceedings, actions, or offers of which the Recipient has knowledge or belief that may in any way affect the Recipient's ability to access or legally possess all of the property necessary for the purpose of this Agreement, including any proceedings, actions, or offers to lease, purchase, or acquire by eminent domain any of the real or personal property related to or necessary for the Project.

11. The Recipient and its principals, contractors, and subcontractors, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized.

D.5 ACKNOWLEDGEMENTS.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part under the Clean Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency, through Agreement No. D2501005 with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor do the foregoing endorse trade names or recommend the use of commercial products mentioned in this document, as well as any images, video, text, or other content created by generative artificial intelligence tools, nor does any such content necessarily reflect the views and policies of the foregoing."

D.6 RATES, FEES, AND CHARGES.

The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

D.7 RETURN OF FUNDS.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, to immediately return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement and pay interest at the highest legal rate on all of the foregoing.

D.8 RESERVED.

D.9 INSURANCE.

The Recipient will procure and maintain or cause to be maintained insurance on the System and Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System and Project) as are usually covered in connection with systems similar to the System and Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System or Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System or Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System and Project must be free and clear of all claims and liens.

D.10 NOTICE.

The Recipient must notify the Division and Party Contacts by phone and email promptly of the occurrence of any of the following events:

i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;

ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);

iii. Loss, theft, damage, or impairment to Project;

iv. Events of Default, except as otherwise set forth in this section;

v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.

vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence, or any judgment or court order relating to such litigation that has a significant effect on the Project or the System;

vii. Consideration of dissolution, or disincorporation;

viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.

ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;

x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;

xi. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;

xii. Any disputes related to the Project that may affect the Recipient's ability to comply with the terms of this Agreement;

xiii. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;

xiv. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;

xv. Any event requiring notice to the Division pursuant to any other provision of this Agreement; and

xvi. Work Completion, and Project Completion.

D.11 FRAUD, WASTE, AND ABUSE.

The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to Reimbursement Requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in an administrative action by the State Water Board and/or referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder. A person who knowingly makes or causes to be made any false statement, material misrepresentation, or false certification in any submittal may be subject to a civil penalty, criminal fine, or imprisonment. (Wat. Code, § 13490 et seq.)

D.12 DISPUTES.

The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

D.13 EXECUTIVE ORDER N-6-22 — RUSSIAN SANCTIONS.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State Water Board shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf and the sanctions identified on the United States Department of the

Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars ($5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars ($5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;

2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and

3. Direct support to the government and people of Ukraine.

D.14 STATE CROSS-CUTTERS.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following with respect to all Project Costs for the term of this Agreement:

- The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.

- Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.

- Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.

- Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.

- Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.

- Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).

- Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.

- Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.

- Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.

- Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.

- The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.

- Regulations in Division 4 of Title 22 of the California Code of Regulations, including but not limited to California Waterworks Standards in Chapter 16, and Lead and Copper regulations in Chapter 17.5.

D.15 DAMAGES FOR BREACH OF FEDERAL CONDITIONS.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

D.16 ACCESS AND INSPECTION.

In addition to the obligations set forth in section 2 of the General Terms and Conditions incorporated in Exhibit C of this Agreement, the Recipient must ensure that the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the term of the Agreement.

D.17 FINANCIAL MANAGEMENT SYSTEMS.

The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement.

D.18 FEDERAL CROSS-CUTTERS.

The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions with respect to all Project Costs for the term of this Agreement:

i. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase “iron and steel products” produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all “iron and steel products” used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

ii. The Recipient does not anticipate any construction is necessary to complete the Project, and no construction activities may occur without the Division's approval. If the Project does include construction, the Recipient agrees to comply with the Davis-Bacon provisions, and must include in full the Wage Rate Requirements (Davis-Bacon) language provided by the Division and by USEPA in all construction contracts and subcontracts.

iii. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

iv. The Recipient shall comply with applicable USEPA general terms and conditions found at https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later.

v. No Recipient may receive funding under this Agreement unless it has provided its Unique Entity Identifier, assigned by the System for Award management, to the State Water Board.

vi. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.

vii. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy. A conflict of interest may result in disallowance of costs.

viii. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement. This includes the right to require the Recipient to make such works available through agency-designated public access repositories.

ix. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at http://iEdison.gov and shall notify the Division when an invention report, patent report, or utilization report is filed.

x. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Acknowledgment statement set forth in Exhibit D.

xi. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.

xii. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, use forced labor in the performance of this Agreement, or engage in acts that directly support or advance trafficking in persons, including (i) destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents; (ii) failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if request by the employee, unless exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreements or the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action; (iii) soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment; (iv) charging recruited employees a placement or recruitment fee; or (v) providing or arranging housing that fails to meet the host country's housing and safety standards. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.

xiii. The Recipient certifies to the best of its knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.

The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks reimbursement under this Agreement.

xiv. The Recipient must comply with the following federal non-discrimination requirements:

a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
c. The Age Discrimination Act of 1975, which prohibits age discrimination.

d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
e. 40 CFR Part 7, as it relates to the foregoing.
f. All applicable federal civil rights regulations, including statutory and national policy requirements (2 CFR section 200.300).

xv. If the Project relates to construction of a publicly owned treatment works, where the Recipient contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services, the Recipient shall ensure that any such contract is negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement as determined by the State Water Board.

xvi. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: sam.gov

xvii. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.

xviii. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure. For purposes of this subsection, a connection is defined as a dedicated persistent interface between a USEPA information technology system and an external information technology system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the Recipient's connections as defined above do not go through the Environmental Information Exchange Network or USEPA's Central Data Exchange, the Recipient agrees to contact the USEPA Project Officer and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet USEPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the Recipient into systems operated and used by USEPA's regulatory programs for the submission of reporting and/or compliance data.

xix. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.

xx. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.

xxi. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

xxii. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, USEPA's Scientific Integrity Policy, available at https://www.epa.gov/osa/policy-epa-scientific-integrity, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the USEPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in USEPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

xxiii. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples.

xxiv. The Recipient certifies that no Project Funds will be used on:

a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), video surveillance or telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
b. Telecommunications or video surveillance services produced by such entities;
c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
d. Systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
e. Other telecommunications or video surveillance services or equipment in violation of 2 CFR 200.216.

California Environmental Quality Act (CEQA) Determination

City of Bishop (Applicant)
Bishop Area Wastewater Treatment Plant (Project)
Project Number: C-06-8818-110

As the Deputy Director for the State Water Resources Control Board (State Water Board), Division of Financial Assistance, I have been delegated the authority to approve and execute financing agreement for projects that are routine and non-controversial. The execution of a financing agreement is an action that is subject to CEQA. The authority to make this CEQA determination necessarily accompanies the delegation to approve and execute the financing agreement for this Project. I hereby find the following:

1. The Applicant is the CEQA Lead Agency and the State Water Board is a Responsible Agency under CEQA.

2. This Project is exempt from CEQA, as the Project scope involves planning and feasibility studies (CEQA Guidelines, California Code of Regulations, title 14, division 6, chapter 3, article 18, section 15262), and/or data collection, research, experimental management and resource evaluation activities (CEQA Guidelines, California Code of Regulations, title 14, division 6, chapter 3, article 19, section 15306), which will not result in any significant adverse water quality impacts.

Joe Karkoski Digitally signed by Joe Karkoski
Water Boards Date: 2026.01.13 06:37:15 -08'00'

Joe Karkoski, Deputy Director
Division of Financial Assistance

Date

RESOLUTION NO. 2024-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BISHOP AREA WASTEWATER AUTHORITY, AUTHORIZING THE CITY OF BISHOP TO SUBMIT A FINANCIAL ASSISTANCE APPLICATION WITH THE STATE WATER RESOURCES CONTROL BOARD FOR THE BISHOP AREA WASTEWATER TREATMENT PLANT PROJECT.

WHEREAS, on January 16, 2024, the Bishop Area Wastewater Authority convened as an established Joint Powers Authority to discuss the submittal of a financial assistance application with the State Water Resources Control Board under the Clean Water State Revolving Fund for the planning and design of the Bishop Area Wastewater Treatment Plant project; and

WHEREAS, at the January 16, 2024, Bishop Area Wastewater Authority Board of Director's meeting, the Board of Directors directed staff to submit an application through the City of Bishop as the applicant; and

WHEREAS, the City of Bishop provides administrative services, including fiscal accountability, for the Bishop Area Wastewater Authority; and

WHEREAS, the City of Bishop is eligible to submit applications for financial agreements from the State Water Resources Control Board; and

WHEREAS, on January 26, 2024, the City of Bishop adopted a resolution designating the City of Bishop's Public Works Director to serve as the Authorized Representative for a financial assistance application with the State Water Resources Control Board.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE BISHOP AREA WASTEWATER AUTHORITY DOES RESOLVE AS FOLLOWS:

1. The City of Bishop will be the applicant, on behalf of the Bishop Area Wastewater Authority, for a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Bishop Area Wastewater Treatment Plant (the "Project")

2. The Public Works Director (the "Authorized Representative"), or designee, is hereby authorized and directed to sign and file, for and on behalf of the City of Bishop, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Bishop Area Wastewater Treatment Plant (the "Project").

3. The Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

4. The Authorized Representative, or his/her designee, is designated to represent the City of Bishop in carrying out the City of Bishop's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the City of Bishop and compliance with applicable state and federal laws.

PASSED, APPROVED AND ADOPTED this 29th day of February 2024.

AYES: Pachucki, Muchovej, Stone
NOES:
ABSENT: Schwartz
ABSTAIN:

Walt Pachucki

Walt Pachucki, Board Chair

ATTEST: Michele Rhew

Michele Rhew, Board Secretary

RESOLUTION NO. 2024-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, DESIGNATING THE PUBLIC WORKS DIRECTOR OF THE CITY OF BISHOP AS THE AUTHORIZED REPRESENTATIVE FOR THE FINANCIAL ASSISTANCE APPLICATION WITH THE STATE WATER RESOURCES CONTROL BOARD FOR THE BISHOP AREA WASTEWATER TREATMENT PLANT PROJECT.

WHEREAS, the City Council of the City of Bishop is eligible to submit applications for financial agreements from the State Water Resources Control Board; and

WHEREAS, the City of Bishop routinely enters into agreements with State and Federal agencies for financial assistance which require execution by an Authorized Representative from the Administering Agency; and

WHEREAS, the City of Bishop currently serves as the Administrator for the Bishop Area Wastewater Authority.

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

1. The Public Works Director (the "Authorized Representative"), or designee, is hereby authorized and directed to sign and file, for and on behalf of the City of Bishop, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Bishop Area Wastewater Treatment Plant (the "Project").

2. The Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

3. The Authorized Representative, or his/her designee, is designated to represent the City of Bishop in carrying out the City of Bishop's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the City of Bishop and compliance with applicable state and federal laws.

PASSED, APPROVED AND ADOPTED this 26th day of February 2024.

Jose Garcia, Mayor

ATTEST:
Robin Picken, City Clerk

STATE OF CALIFORNIA
COUNTY OF INYO
CITY OF BISHOP

I, Robin Picken, City Clerk for the City of Bishop, do hereby certify that the whole number of members of the City Council of said City of Bishop is five (5); that the foregoing Resolution No. 2024-05 was duly passed and adopted by said City Council; approved and signed by the Mayor of said City; and attested by the City Clerk of said City, all at a regular meeting of said City Council, held on February 26, 2024, and that the same was so passed and adopted by the following roll call vote.

AYES: Ellis, Schwartz, Muchovej, Kong, Garcia

ABSENT: None

NOES: None

DISQUALIFIED: None

WITNESS, my hand and the seal of the City of Bishop this 27th day of February 2024.

Robin Picken, City Clerk
CITY OF BISHOP

Agenda Item: 14.D
Date of Meeting: February 9, 2026
Department: Public Works

STAFF REPORT

To:	City Council
From:	Nora Gamino
Subject:	**Approval of USDA Rural Development Disaster Grant Agreement for Wastewater Collection System Rehabilitation**
Prepared On:	January 29, 2026
Attachments:	City of Bishop_USDA RD Agreement Bishop Letter of Conditions Bishop CY2022 Disaster Water Grant PER Resolution No. 2024-16

Background/History:
During the winter of 2022–2023, the City of Bishop experienced a series of severe storm events that resulted in widespread flooding, elevated groundwater levels, and significant inflow and infiltration into the City's wastewater collection system. These conditions caused unusually high flows within the sewer system, increased wear on critical wastewater treatment components, and created a risk of noncompliance with wastewater discharge requirements.

In January 2023, Inyo County was included in a Presidentially Declared Flood Disaster (DR-4683-CA), making the City eligible for federal disaster recovery assistance. In response, the City pursued funding through the USDA Rural Development CY 2022 Disaster Water Grants Program to address damage to its wastewater infrastructure and to improve system resiliency against future storm events.

To support the funding request, the City hired Lumos & Associates to prepare a Preliminary Engineering Report (PER) that documents existing conditions, storm impacts, project justification, and the proposed scope of work. The PER identifies rehabilitation of damaged sewer mains and manholes, reduction of groundwater infiltration, installation of monitoring equipment, and replacement of critical wastewater treatment plant pumps as necessary measures to restore system performance and protect public health.

The City Council previously adopted a Resolution No. 2024-16 designating the Public Works Director as the Authorized Representative to submit the application and execute related funding documents with USDA Rural Development. USDA has since approved the project for funding and prepared a Water and Waste System Grant Agreement for Council consideration.

Analysis/Discussion:
Approval of this item authorizes execution of a USDA Rural Development Disaster Grant Agreement to fund construction and related activities identified in the approved Preliminary Engineering Report. The proposed project focuses on rehabilitation of the City's existing wastewater collection system and includes the following improvements:

- Rehabilitation of 12,733 feet of existing sewer main pipeline;
- Installation of new seals in 67 existing manholes; and
- Installation of one (1) new flow meter within the sewer main system.

These improvements are intended to address damage and system vulnerabilities resulting from the 2022–2023 disaster event by reducing groundwater infiltration, improving system monitoring, and restoring reliable operation of the wastewater collection system.

The total USDA Rural Development disaster grant award for this project is $4,693,000. Execution of the grant agreement authorizes the City to proceed with project implementation in accordance with USDA Rural Development requirements.

Impacts to Council Goals and Strategic Planning Priorities:
This action advances Strategic Plan Mission 3, which focuses on sustaining public infrastructure. Rehabilitation of the sewer collection system covered by this grant is also included in the City's adopted Sewer Capital Improvement Plan.

Budget Impacts:
The total USDA Rural Development disaster grant award for this project is $4,693,000, which will be applied to eligible project costs consistent with the approved Preliminary Engineering Report and the terms of the grant agreement. Grant funds will be administered in accordance with federal requirements, and project expenditures will be incorporated into the City's wastewater enterprise fund accounting and budget processes as the project advances.

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 and authorize the Director of Public Works to execute a USDA Rural Development Disaster Grant Agreement, in the amount of $4,693,000, for rehabilitation of the City's wastewater collection system.

Approved By: Ethan Aukee 2/2/2026
Approved By: Robin Picken 2/2/2026
Approved By: Pam Foster 2/3/2026
Approved By:

Water and Waste System Grant Agreement

United States Department of Agriculture

Rural Utilities Service

THIS AGREEMENT dated 1/14/2026, between

City of Bishop

a public corporation organized and operating under

(Authorizing Statute)

herein called ``Grantee,'' and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called ``Grantor,'' WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of $4,693,000.00 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than $ 0.00 of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of $ 0.00 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed $4,693,000.00 or 100.00 percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306(a) of The Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed 100.00 percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

Grantee Agrees That Grantee Will:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated February 25, 2019, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.
[Revision 1, 04/17/1998]

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

12,733 feet of existing sewer main pipeline.
New seals into 67 manholes.
One (1) new flow meter into the sewer main system.

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.
[Revision 1, 04/17/1998]

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than $5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of $5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used todetermine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described equipment(use continuation sheets as necessary).

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.

2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality’s of states shall not be held accountable for interest earned on grant funds pending their disbursement.

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland ``Anti-Kick Back'' Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of $100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:
[Revision 1, 11/20/1997]

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.
[Revision 1, 11/20/1997]

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term ``facility'' means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed $_____**4,693,000.00**_____ which it will advance to Grantee to meet not to exceed __**100.00**__ percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

_____

attested and its corporate seal affixed by its duly authorized

_____

Attest:

_____

By _____
Robin Picken
(Title) **City Clerk**

By _____
Nora Gamino
(Title) **Public Works Director**

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By _____
(Title)

USDA
United States Department of Agriculture

Rural Development

Merced Area Office

2926 "G" Street, Suite 100
Merced, CA 95340

Voice
(209) 205-4972

Fax
(844) 206-6987

01/13/2026

City of Bishop
207 W. Line Street
Bishop, CA 93514

SUBJECT: Letter of Conditions
Recipient Name: City of Bishop
Project Name: CY22 Disaster WWTP Collection Repair
Water and Waste Disposal Systems for Rural Communities
CFDA NUMBER - 10.760

Agency Grants: $4,693,000

Dear Nora Gamino:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development (RD), both of which are referred to throughout this letter as the Agency. Any changes in project cost, source of funds, scope of project, or any other significant changes in the project or applicant must be reported to and concurred with by the Agency by written amendment to this letter. This includes any significant changes in the Applicant's financial condition, operation, organizational structure or executive leadership. Any significant changes made without Agency concurrence shall be cause for discontinuing processing of the application.

This letter does not constitute grant approval, nor does it ensure that funds are or will be available for the project. The funding is being processed on the basis of a grant not to exceed $4,693,000. The grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds" is signed by the Agency approval official.

The applicant will ensure projects are completed in a timely, efficient, and economical manner. You must meet all conditions set forth under Section III – Requirements Prior to Advertising for Bids within 1 year of this letter.

If you do not meet the conditions of this letter, the Agency reserves the right to withdraw Agency funding.

If you agree to meet the conditions set forth in this letter and desire further consideration be given to your application, please execute and return the following

USDA is an equal opportunity provider, employer and lender.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

forms within 3 days:

Form RD 1942-46, "Letter of Intent to Meet Conditions"
Form RD 1940-1, "Request for Obligation of Funds"

All parties may access information and regulations referenced in this letter at our website located at:

Water and Environmental Programs | Rural Development (usda.gov)

The conditions are as follows:

SECTION I - PROJECT SCOPE

1. Project Description – Funds will be used for the proposed project that are described below:

- Completed a video inspection of the sewer main pipelines.
- Construct a new flexible liner into 12,733 feet of existing sewer main pipeline.
- Construct new seals into 67 manholes.
- Installed one (1) new flow meter into the sewer main system.
- Replace critical WWTP pumps.

Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies. The proposed facility design must be based on the Preliminary Engineering Report (PER) prepared by Lumos & Associates, Inc., dated 1/16/2025 as concurred with by the Agency.

2. Project Funding – The Agency is offering the following funding for your project:

Agency Grants -	$ 4,693,000
TOTAL PROJECT COST -	$ 4,693,000

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Prior to grant closing, any increase in non-Agency funding will be applied first as a reduction to Agency funds.

The applicant must certify that they have exhausted all other funding avenues and have no pending funding considerations from any other sources. Further, the applicant must certify that they do not intend to apply anywhere else for funding for this project. If, after obligation of Agency funds, other funding becomes available, the Agency reserves the right to deobligate any and all funding for this project and to re-underwrite. This may result in the offering of a different funding package to for this project.

Prior to advertisement for construction bids, you must provide evidence of applicant contributions and other funding sources. This evidence should include a copy of the commitment letter. Agency funds will not be used to pre-finance funds committed to the project from other sources.

3. **Project Budget** – Funding from all sources has been budgeted for the estimated expenditures as follows:

Project Costs:	**Total Budgeted:**
Legal Counsel	$ 10,000
Engineering Services	$ 387,000
Owner Direct Procurement	$ 200,746
Construction Contract	$ 3,645,985
Project Contingency	$ 450,000
TOTAL	$ 4,693,831

Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. **Obligated grant funds not needed to complete the proposed project defined in the Project Scope will be deobligated. Project Costs also include Contingency funds, which are to only be used to cover unexpected costs within the scope of the approved project and not expand the scope of the project if funds are remaining at completion.** If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary. An "Amended Letter of Conditions" will be issued for any significant changes to the total project budget.

4. **Project Timeline** – To ensure that the project proceeds in a timely manner, key processing milestones have been established in accordance with the PER or other Agency approved documentation. **Projects should be completed and Agency funds fully disbursed within three years of obligation**.

By accepting the terms outlined herein, you agree to adhere to the milestones specified below. If one or more of the milestones cannot be met, you must submit a written extension request to the Agency 30 days in advance, or no less than 10 calendar days before the referenced date.

Should your final payment date extend beyond three years from the obligation date, a written request must be submitted following the procedures outlined in Section VI of this letter, with a minimum of 90 days' notice before the benchmark date. The request must provide a valid justification for the delay and include a revised project completion schedule. If the Agency concurs in the modification, a written confirmation will be provided. The Agency reserves the right to de-obligate loan and/or grant funds, or take other appropriate action, if the established or amended deadlines are not met.

Milestone	Date
Design	May 2026
Permitting	June 2026
Bidding/Award	July 2026
Project Construction Work	September 2026

SECTION II –Grant Agreement

5. Grant Agreement - The RUS Bulletin 1780-12, "Grant Agreement" will be executed prior to the first disbursement of grant funds.

The grantee understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 2 CFR part 200 in effect at this time and as may be subsequently modified. The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation the project.

SECTION III –REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS

6. Organization – The Bond Counsel transcripts of proceedings, or similar Agency-approved documentation, must show that your organization is a duly incorporated public body and has continued legal existence. Your organization must have the authority to own, construct, operate, and maintain the proposed facility, as well as for borrowing money, pledging security, and raising revenues.

7. Suspension and Debarment Screening – You will be asked to provide information on the principals of your organization. Agency staff must conduct screening for suspension and debarment of the entity, as well as its principals through the Do Not Pay Portal. A principal is defined as follows:

Principal –

(a) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or

(b) A consultant or other person, whether or not employed by the participant or paid with federal funds, who –

(1) Is in a position to handle federal funds;

(2) Is in a position to influence or control the use of those funds; or,

(3) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR §180.995).

If the Agency staff is unable to confirm if any of the matches belong to the principal, the staff will request the Social Security Number (SSN), or at a minimum the last four digits of the SSN, to determine if the principal is suspended or debarred.

8. Uniform Guidance Procurement Standards Requirements - In accordance with 2 CFR Part 200, you must adopt and follow a procurement policy that follows the Uniform Guidance and implement internal control processes and procedures to ensure compliance with the adopted policy. (2 CFR §200.318)

9. Environmental Requirements –

The project, as proposed, has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and/or permits may apply or be required. If the project or any project element deviates from or is modified from the originally approved project, additional environmental review may be required.

10. Engineering Services – You have been required to complete an Agreement for Engineering Services, which should consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance," or other approved form of agreement. The Agency will provide concurrence prior to advertising for bids and must approve any modifications to this agreement.

11. Contract Documents, Final Plans, and Specifications- All development will be completed by contract in accordance with applicable provisions of RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections, (copy available upon request), and in compliance with all statutory requirements. You are responsible to share this with your engineer before pre-design.

a. The plans and specifications and all proposals required by law must be approved by the State of California.

b. In preparing final design and providing service to the planned project area, you and your engineer will comply with all zoning and planning requirements of the appropriate governing bodies where service is to be provided.

c. The Agency will need to concur in the plans and specifications prior to advertising for bids. The Agency may require an updated cost estimate if a significant amount of time has elapsed between the original project cost estimate and advertising for bids.

d. The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency.

e. The contract documents must consist of the EJCDC construction contract documents as indicated in RUS Bulletin 1780-26 or other Agency-approved forms of agreement.

12. <u>Build America, Buy America (BABA) Requirements</u>- Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

a. all iron and steel permanently installed in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. all manufactured products permanently installed in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. all construction materials permanently installed are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The BABA requirement applies to the entirety of an infrastructure project even if only a portion of the project is funded by Federal funds.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers
When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

a. applying the domestic content procurement preference would be inconsistent with the public interest;

b. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

c. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

Definitions
"Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

"Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

''Project'' means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Owners are ultimately responsible for compliance with the evidence standards as outlined in the Build America Buy America (BABA) appendix to this Letter. Owners are required to maintain records as specified in their loan or grant agreement, but in all cases, they should maintain records for a minimum of three years after the final expenditure report. Minimum records include certifications from manufacturers, the architect/engineer, and the prime contractor. Supporting documentation includes purchasing records and notes and photos taken by the Resident Project Representative (RPR). Further guidance regarding certifications will be provided by the Agency.

13. **Legal Services** –A legal services agreement is required with your attorney and bond counsel, if applicable, for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, with a "not to exceed" amount for the services, including reimbursable expenses. RUS Bulletin 1780-7, "Legal Services Agreement," or similar format may be used. The Agency will provide concurrence prior to advertising for bids. Any changes to the fees or services spelled out in the original agreement must be reflected in an amendment to the agreement and have prior Agency concurrence.

14. **Property Rights** - Prior to advertising for bids, you and your legal counsel must furnish satisfactory evidence that you have adequate continuous and valid control over the lands and rights-of-way needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Such control over the lands and rights will be evidenced by the following:

a. **Right-of-Way Map** – Your engineer will provide a map clearly showing the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
b. **Form RD 442-20, "Right-of-Way Easement"** – This form, or similar format, may be used to obtain any necessary easements for the proposed project.
c. **Form RD 442-21, "Right-of-Way Certificate"** – You will provide a certification on this form that all right-of-way requirements have been obtained for the proposed project.
d. **Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way"** – Your attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title.
e. Preliminary Title Work (Title Opinion) – When applicable, your attorney will provide a preliminary title opinion for any property related to the facility, currently owned and to be acquired, along with copies of deeds, contracts, or options for purchasing said property. Form RD 1927-9, "Preliminary Title Opinion," may be used.
e. Title Work (Title Insurance when a security interest is not taken in the real estate) – When applicable, your attorney will secure an Owners' Title Insurance policy on all real estate to be acquired in connection with this project. This policy should be in an amount equal to the market value of the property as improved.

The approving official may waive title defects or restrictions, such as utility easements, that do not adversely affect the suitability, successful operation, security value, or transferability of the facility. Any such waivers must be provided by the approving official in writing prior to closing or the start of construction, whichever occurs first.

You are responsible for the acquisition of all property rights necessary for the project and for determining that prices paid are reasonable and fair. The Agency may require an appraisal by an independent appraiser or Agency employee in order to validate the price to be paid.

15. System Policies, Procedures, Contracts, and Agreements – The facility must be operated on a sound business plan which involves adopting policies, procedures, and/or ordinances outlining the conditions of service and use of the proposed system. Mandatory connection policies should be used where enforceable. The policies, procedures, and/or ordinances must contain an effective collection policy for accounts not paid in full within a specified number of days after the date of billing. They should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees. A draft of these policies, procedures, and/or ordinances must be submitted for Agency review and concurrence, along with the documents below, before closing instructions may be issued unless otherwise stated.

a. Conflict of Interest Policy – Prior to obligation of funds, you must certify in writing that your organization has in place up-to-date written standards of conduct covering conflict of interest. The standards of conduct must include disciplinary actions in the event of a violation by officers, employees, or agents of the borrower. The standards identified herein apply to any parent, affiliate or subsidiary organization of the borrower that is not a state or local government, or Indian Tribe. Policies and accompanying documents shall be furnished to Rural Development upon request.

You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Disclosure must be in the form of a written letter signed and dated by the applicant's official. A negative disclosure in the same format is required if no conflicts are anticipated.

Sample conflict of interest policies may be found at the National Council of Nonprofits website, https://www.councilofnonprofits.org/tools-resources/conflict-of-interest, or in Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy," at http://www.irs.gov/pub/irs-pdf/i1023.pdf. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

Assistance in developing a conflict of interest policy is available through Agency-contracted technical assistance providers if desired.

Fully executed copies of any policies, procedures, ordinances, contracts, or agreements above must be submitted prior to closing, with the exception of the conflict of interest policy, which must be in place prior to obligation of funds.

15. Grant Closing Instructions – The Agency will prepare grant closing instructions as soon as the requirements of the previous paragraphs are complete. Closing instructions must be obtained prior to advertising for bids.

16. Construction Account – A separate construction account is not required for project funds. However, the recipient must be able to separately identify, report and account for all Federal funds, including the receipt, obligation and expenditure of funds, in accordance with 2 CFR 200.305. These funds must be deposited in a bank with Federal Deposit Insurance Corporation (FDIC) insurance coverage. **If the balances at the financial institution where federal funds will be deposited exceeds the FDIC insurance coverage, the excess amount must be collaterally secured up to 100 percent of the highest amount of funds expected to be deposited in the account at any one time, per the Department of Treasury regulations and requirements.**

17. Permits –The owner or responsible party will be required to obtain all applicable permits for the project, prior to advertising for bids. The consulting engineer must submit written evidence that all applicable permits required prior to construction have been obtained with submission to the Agency of the final plans, specifications, and bid documents.

18. Risk and Resilience Assessment/Emergency Response Plan (RRA/ERP) – The Agency requires all financed water and wastewater systems to have a RRA/ERP in place. New water or wastewater systems must provide a certification that an ERP is complete prior to the start of operation, and a certification that an RRA is complete must be submitted within one year of the start of operation. Borrowers with existing systems must provide a certification that an RRA/ERP has been completed prior to advertising for bids. Technical assistance is available in preparing these documents at no cost to you.

Before funds are drawn, you should have in place a cybersecurity plan, a supply chain plan, and a plan to comply with cybersecurity requirements of the National Institute of Standards and Technology and the Cybersecurity and Infrastructure Security Agency. These items should be addressed in the RRA/ERP.

The RRA/ERP documents themselves are not submitted to the Agency. The RRA/ERP must address potential impacts from natural disasters and other emergency events. It should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every five years at a minimum.

19. Bid Authorization - Once all the conditions outlined in Section III of this letter have been met, the Agency will authorize you to advertise the project for construction bids. Such advertisement must be in accordance with applicable State statutes.

SECTION IV - REQUIREMENTS PRIOR TO START OF CONSTRUCTION

20. Disbursement of Agency Funds - Agency funds will be disbursed electronically into the construction account as they are needed. SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed and submitted to the Agency prior to commencement of construction.

The order of disbursement is as follows: 1) Applicant contribution, 2) other funding sources, and 3) Agency grant funds.

Grant funds are to be deposited in an interest-bearing account (exception provided below) in accordance with 2 CFR Part 200 and interest in excess of $500 per year remitted to the Agency. The funds should be disbursed by the recipient immediately upon receipt, and there should be little interest accrual on the Federal funds. Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless:

- The recipient receives less than $250,000 in Federal awards per year.
- The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on Federal cash balances.
- The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- A foreign government or banking system prohibits or precludes interest-bearing accounts, or
- An interest-bearing account is not readily accessible (for example, due to public or political unrest in a foreign country).

21. Bid Tabulation – Immediately after bid opening, you must provide the Agency with the bid tabulation and your engineer's evaluation of bids and recommendations for contract awards. If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the requirements of Section III of this letter have been satisfied, the Agency will authorize you to issue the Notice of Award.

a. **Cost Overruns –** If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns. Negotiations, redesign, use of bidding alternatives, rebidding or other means will be considered prior to commitment of subsequent funding by the Agency. Any requests for subsequent funding to cover cost overruns will be contingent on eligibility, program limits and the availability of funds. Cost overruns exceeding 20 percent of the development cost at time of grant approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.
b. **Excess Funds** - If bids are lower than anticipated at time of obligation, excess funds must be deobligated prior to start of construction except in the cases addressed in this paragraph. In cases where the original Engineering Report for the project included items

that were not bid, or were bid as an alternate, the State Office official may modify the project to fully utilize obligated funds for those items. Amendments to the Engineering Report, ER, and Letter of Conditions may be needed for any work not included in the original project scope. In all cases, prior to start of construction, excess funds will be deobligated, with grant funds being deobligated first. Excess funds do not include contingency funds as described in this letter.

22. Suspension and Debarment Screening – In accordance with 2 CFR Part 180, Subpart C, as a condition of the transaction and the responsibilities to persons at the next lower tier with whom you enter into transactions, you must conduct screening for suspension and debarment of lower tier recipients (e.g., engineer, attorneys, vendors, contractors, interim lender, etc.).

23. Contract Review – Your attorney will certify that the executed contract documents, including performance and payment bonds, if required, are adequate and that the persons executing these documents have been properly authorized to do so in accordance with7 CFR 1780.61(b).

Once your attorney has certified that they are acceptable, the contract documents will be submitted to the Agency for concurrence. Construction cannot commence until the Agency has concurred in the construction contracts.

24. Final Rights of Way – Your attorney or title company must furnish a separate final title opinion or Title Insurance Policy on all real property related to the facility, now owned and to be acquired for this project, as of the day of closing or start of construction, whichever occurs first. Form RD 1927-10, "Final Title Opinion" may be used.

If any of the right-of-way forms listed previously in this letter contain exceptions that do not adversely affect the suitability, successful operation, security value, or transferability of the facility, the approving official must provide a written waiver prior to the issuance of the Notice to Proceed.

25. Civil Rights Compliance Review – The Agency will conduct a civil rights compliance review of the borrower prior to grant closing or start of construction, whichever occurs first, in accordance with 7 CFR 1901, Subpart E. You are expected to comply with the completion of the review, including the furnishing of any documents, records, or other applicable material.

SECTION V – REQUIREMENTS PRIOR TO GRANT CLOSING

26. Other Requirements – All requirements contained in the Agency's closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to closing.

a. **System for Award Management**. You will be required to maintain a Unique Entity ID (UEI) and maintain an active registration in the System for Award Management (SAM) database. Renewal can be completed online at: http://sam.gov. This

registration must be renewed and revalidated every 12 months for as long as there is an active loan, grant, or guaranteed loan with the Agency.

To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the "Help" section at http://sam.gov).

b. Litigation. You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to grant closing or start of construction, whichever occurs first. Additional documentation regarding the situation and litigation may be requested by the Agency.

c. Certified Operator. Evidence must be provided that your system has or will have a certified operator, as defined by applicable State or Federal requirements, available prior to the system becoming operational, or that a suitable supervisory agreement with a certified operator is in effect.

SECTION VI – REQUIREMENTS DURING CONSTRUCTION AND POST CONSTRUCTION

27. Construction Completion Timeframe – Following the benchmarks established in Section I, Item 4, Project Timeline, all projects should be completed and Agency funds fully disbursed within two years of the date of obligation. If funds are not disbursed within two years of obligation and you have not already done so per Section I, Item 4, you must submit a written request for extension of time to the Agency with adequate justification of the circumstances, including any beyond your control. The request must be submitted at least 90 days prior to the end of the two-year timeframe and include a revised estimated date of completion. The Agency will typically only allow one extension. Subsequent requests for waivers beyond the initial extension or requests that exceed five years from the initial date of obligation will be submitted to the RUS, Water and Environmental Programs for consideration. The Agency retains the right to de-obligate any grant monies, or take other appropriate action, related to unliquidated funds that exceed the timeframes above and are not under an active extension.

28. Resident Inspector(s) – Full-time inspection is required unless you request an exception. Such requests must be made in writing and the Agency must provide written concurrence. Inspection services are to be provided by the consulting engineer unless other arrangements are requested in writing and concurred with by the Agency. A resume of qualifications of any resident inspector(s) will be submitted to the owner and Agency for review and concurrence prior to the pre-construction conference. The resident inspector(s) must attend the preconstruction conference.

29. Preconstruction Conference – A preconstruction conference will be held prior to the issuance of the Notice to Proceed. The consulting engineer will review the planned development with the Agency, owner, resident inspector, attorney, contractor, other funders, and other interested parties, and will provide minutes of this meeting to the owner and Agency.

30. Inspections - The Agency requires a preconstruction conference, pre-final, final, and warranty inspections. Your engineer will schedule a warranty inspection with the contractor and the Agency before the end of the one-year warranty period to address and/or resolve any outstanding warranty issues. The Agency will conduct an inspection with you of your records management system at the same time.

31. Change Orders – A Change Order must be submitted for all modifications to the approved scope of work, including existing contracts. This includes non-physical modifications such as any time extension requests. Prior written Agency concurrence is required for all Change Orders.

32. Payments – Prior Agency concurrence is required for all invoices and requests for payment before Agency funds will be released. Requests for payment related to a contract or service agreement will be signed by the owner, project engineer, and contractor or service provider prior to Agency concurrence. Invoices not related to a construction contract or service agreement will include the owner's written concurrence.

33. Use of Remaining Funds – As stated above, applicant contribution and connection or tap fees will be the first funds expended in the project. Funds remaining after all costs incident to the basic project have been paid or provided will be handled as follows:

a. Funds remaining after the applicant contribution and connection fees may be considered in direct proportion to the amounts of funding obtained from each source. The use of Agency funding will be limited to eligible grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the grant remains the same.
b. Grant funds not expended for authorized purposes will be cancelled (de-obligated) within 60 days of final completion of project. Prior to actual cancellation, you and your attorney and engineer will be notified of the Agency's intent to cancel the remaining funds and given appropriate appeal rights.
c. Under no circumstances is it appropriate to use remaining funds as contributions to a new project outside the scope of the funded project.

34. Technical, Managerial and Financial Capacity - It is required that members of the Board of Directors, City Council members, trustees, commissioners and other governing members possess the necessary technical, managerial, and financial capacity skills to consistently comply with pertinent Federal and State laws and requirements. It is recommended members receive training within one year of appointment or election to the governing board, and a refresher training for all governing members on a routine basis. The content and amount of training

should be tailored to the needs of the individual and the utility system. Technical assistance providers are available to provide this training for your organization, often at no cost. Contact the Agency for additional information.

35. Reporting Requirements Related to Expenditure of Funds - An annual audit under 2 CFR 200 Subpart F is required if you expend more than the current Single Audit threshold, currently $1,000,000, in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. You are responsible to submit the required data collection form and related information required when a Single Audit is performed and should work with the auditor to submit to the Federal Audit Clearinghouse (FAC) www.fac.gov. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Annual organization-wide financial statements must be prepared on the accrual basis of accounting, in accordance with generally accepted accounting principles (GAAP). Further guidance on preparing an acceptable audit can be obtained from the Agency. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law and must be submitted within 30 calendar days after receipt of the auditor's report or 9 months after the end of your fiscal year end, whichever is earlier. Both the audit and accompanying management report must be submitted for review.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy of that agreement to the Agency prior to the advertisement of construction bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit to be completed, the time frame in which the audit will be completed, and how irregularities will be reported.

36. Statutory and National Policy Requirements – As a recipient of Federal funding, you are required to comply with U.S. statutory and public policy requirements, including but not limited to:

a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.

b. **Civil Rights Act of 1964** – All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.

c. **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.

d. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

e. **Controlled Substances Act** - Even though state law may allow some activities, as a recipient of Federal funding, you are subject to the Controlled Substances Act. Specific questions about the Controlled Substances Act should be directed to the Servicing Official who will contact the Office of General Counsel, as appropriate.

37. Compliance Reviews and Data Collection – Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor your compliance with these requirements during regular compliance reviews.

As a recipient of Rural Development funding, you are required to post and use the Non-Discrimination Statement as directed by the Agency in your office and on all materials produced for public information, public education, and public distribution both print and non-print.

Currently at a minimum use the following Non-Discrimination Statement:

"This institution is an equal opportunity provider and employer."

The Agency will conduct regular compliance reviews of the borrower and its operation in accordance with 7 CFR Part 1901, Subpart E, and 36 CFR 1191, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter.

If beneficiaries (users) are required to complete an application or screening for the use of the facility or service that you provide, you must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. The Agency will utilize this data as part of the required compliance review.

SECTION VII – REMEDIES FOR NON-COMPLIANCE

Non-compliance with the conditions in this letter or requirements of your security documents will be addressed under the provisions of Agency regulations, statutes, and other applicable policies.

We look forward to working with you to complete this project. If you have any questions, please contact Marcos Ramos at (805) 863-9922 or by e-mail at marcos.ramos@usda.gov

Sincerely,

Marcos Ramos
California WEP State Office Specialist

Attachments

cc: Antonio Ybarra, California Acting WEP Program Director
Nora Gamino, City of Bishop Public Works
Chelsea Cluff, Lumos and Associates Inc.

FORMS and BULLETINS:

Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy" - Item 15
Form RD 442-20, "Right-of-Way Easement" – Item 14
Form RD 442-21, "Right-of-Way Certificate" – Item 14
Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way" – Item 14
Form RD 1927-9, "Preliminary Title Opinion" – Item 14
Form RD 1927-10, "Final Title Opinion" – Item 27
Form RD 1940-1, "Request for Obligation of Funds" – Page 1
Form RD 1942-46, "Letter of Intent to Meet Conditions" – Page 1
SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form" – Item 23
RUS Bulletin 1780-7, "Legal Services Agreement" – Item 13
RUS Bulletin 1780-9, "Water Users Agreement" - Items 15 and 17
RUS Bulletin 1780-12 Exhibit B, "ECWAG Grant Agreement" – Item 5
RUS Bulletin 1780-12 "Grant Agreement" – Item 5
RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance" – Items 10 and 11

Appendix A
Build America, Buy America Evidence Standards

Manufacturers
For each item to which BABA applies (every item permanently installed on the project, except for aggregate and aggregate binding materials), a manufacturer's certification letter or other document demonstrating compliance is required. It must, at a minimum, identify the item being certified (short written description as well as part number, if applicable) and affirm that the item complies with BABA. This document must be signed by an authorized company representative.

Architects and Engineers
Compliance with BABA will be spelled out in agreements for services, construction contracts, and procurement contracts. Generally, the A/E contract should include, as a basic service, obtaining and maintaining all BABA documentation (particularly manufacturers' certifications) during construction, which shall be transferred to the Owner upon completion of the project. The architect or engineer will need to certify to this action at the project's end.

Resident Project Representative / Resident Inspector
As part of their duties, Resident Project Representative/Resident Inspector should be instructed to verify items delivered to the site and installed are accompanied by documentation of compliance with BABA. They should photograph items as appropriate. RPR/RI daily logs and photographs will become part of the construction record and can be used as supporting information during audits, providing evidence for items that are buried or otherwise inaccessible.

Contractors
Construction contract(s) must include a requirement to procure and install only items that comply with BABA or are subject to an approved waiver. Contractors must provide manufacturers' certifications for all BABA compliant items to the responsible party before a request for reimbursement to the Agency is made. At completion, the contractor will be required to certify that all items used on the contract complied with BABA and that all manufacturers' certifications were provided.

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

Simplified
Preliminary Engineering Report

CY 2022 Disaster Water Grants Program

Prepared for:

City of Bishop
Public Works Department
377 West Line Street
Bishop, California

Prepared by:

Jonathan Lesperance, P.E.
Lumos & Associates, Inc.



01/16/25

Date: 01/16/2025

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1. PROJECT PLANNING

a. Location Maps

The City of Bishop (City) is located within Inyo County, California. The City's Public Works Department provides sewer service for the collection, treatment and disposal of wastewater for most of its residents. The proposed project area is within the City's sewer pipeline and wastewater treatment plant system.

The City is situated in the northern part of the Owens Valley with the Sierra Nevada Mountains to the west and the White Mountains to the east. The Project Area Location Map is presented in Figure 1.

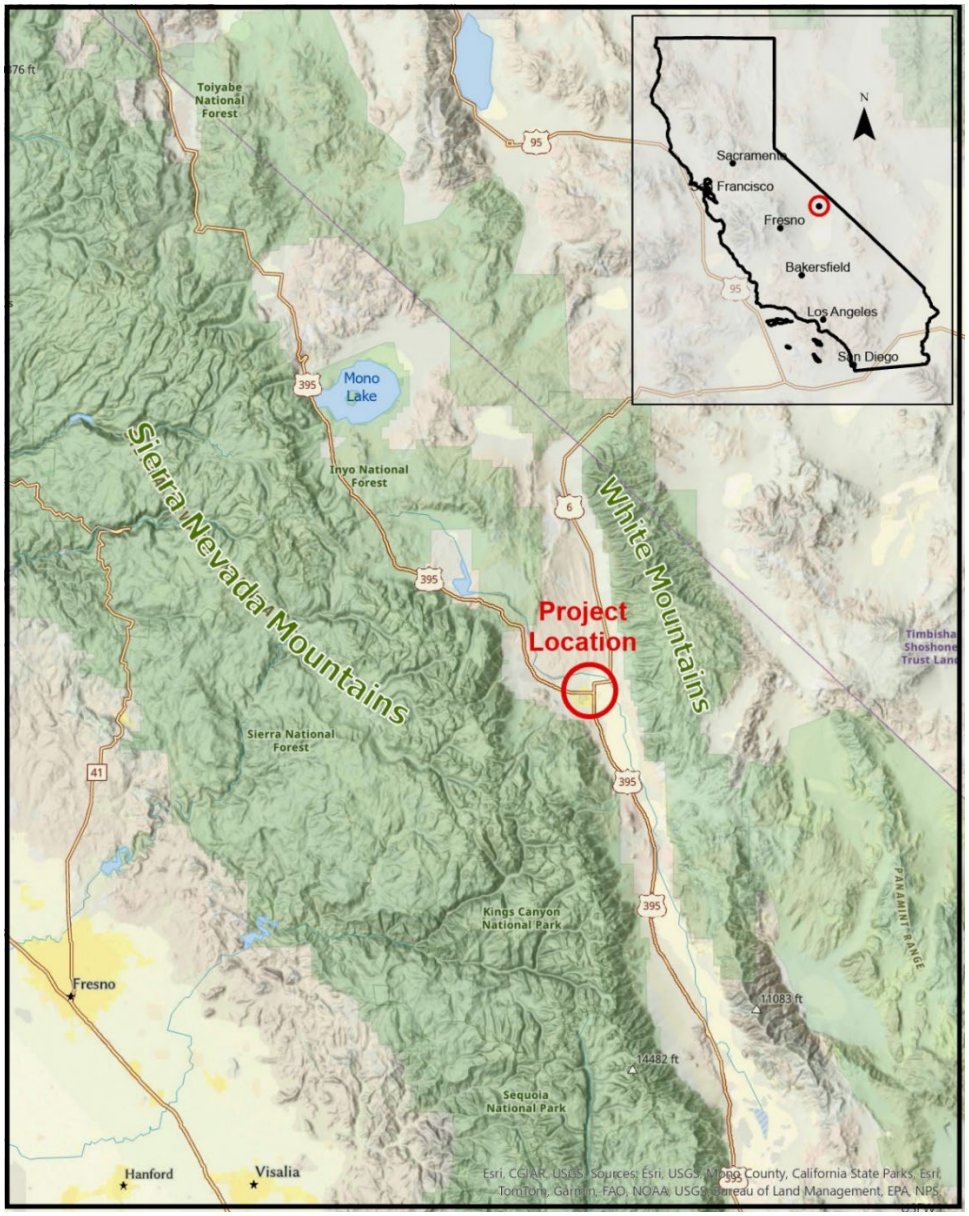


Figure 1 – Project Area Location Map

The Project Vicinity Aerial Map is presented in Figure 2, the Project Vicinity Topographical Map is presented in Figure 3, and the City's Sewer Service Area Map is presented in Figure 4.



Figure 2 – Project Vicinity Aerial Map

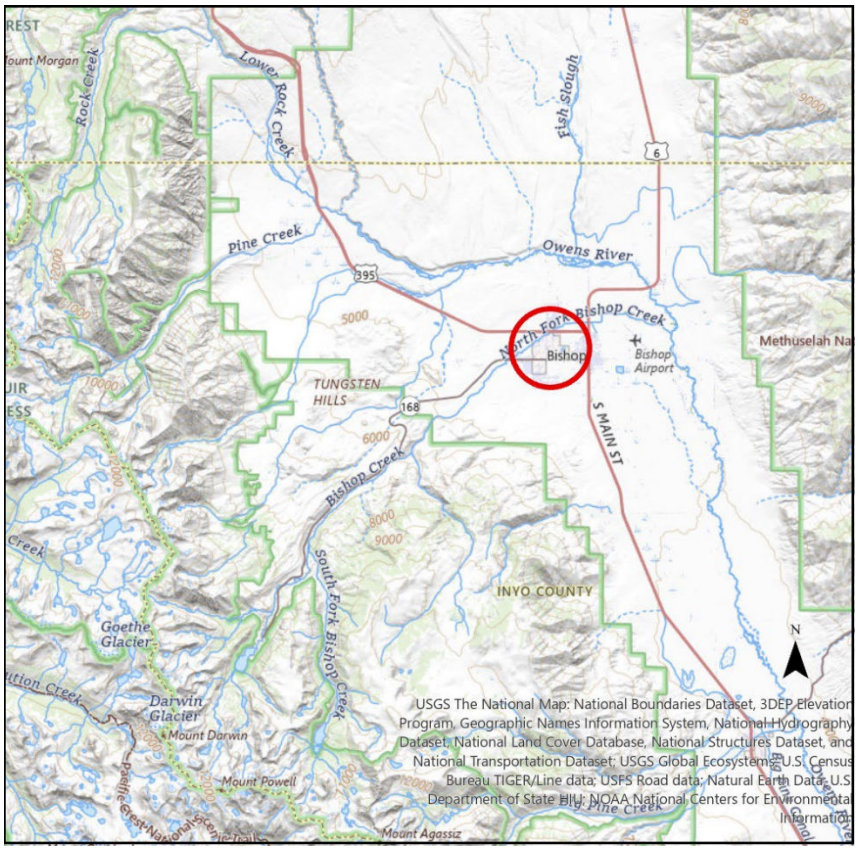


Figure 3 – Project Vicinity Topographic Map

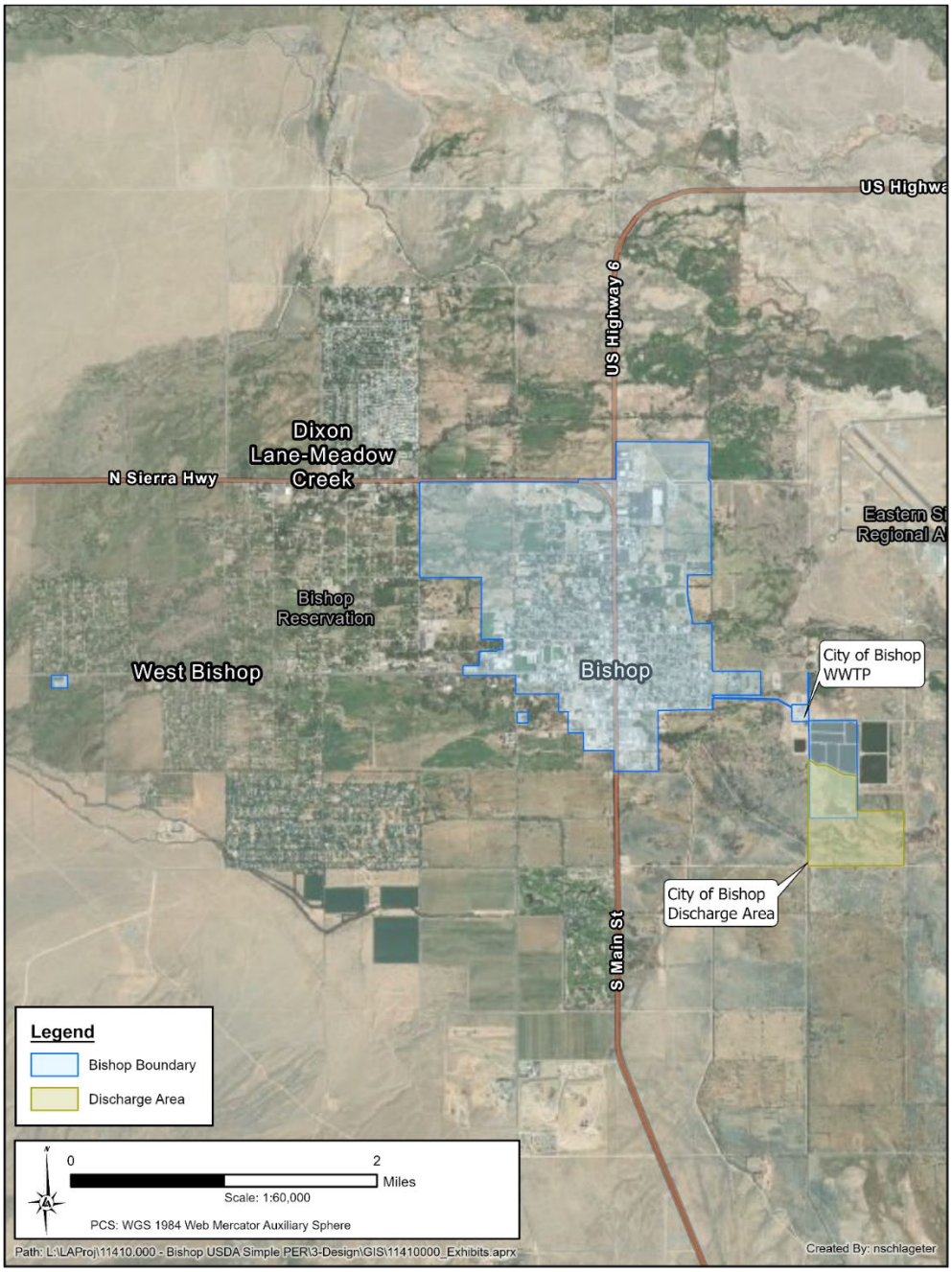


Figure 4 – City Sewer Service Area Boundary Map

b. Population

The estimated service area population is 3,818 based on City records.

c. Median Household Income

The City's median household income (MHI) is $73,300 based on City data.

d. Environmental

The proposed project was determined to be a NEPA Categorical Exclusion in accordance with 7 CFR Part 1970. It was determined that there will be no adverse environmental impact caused by the proposed project and therefore no mitigation will be required during construction activities.

2. EXISTING FACILITIES

a. Facility Layout Maps

The City's sewer main pipeline layout map is presented in Figure 5 and the City's wastewater treatment plant and treated effluent discharge area map is presented in Figure 6.

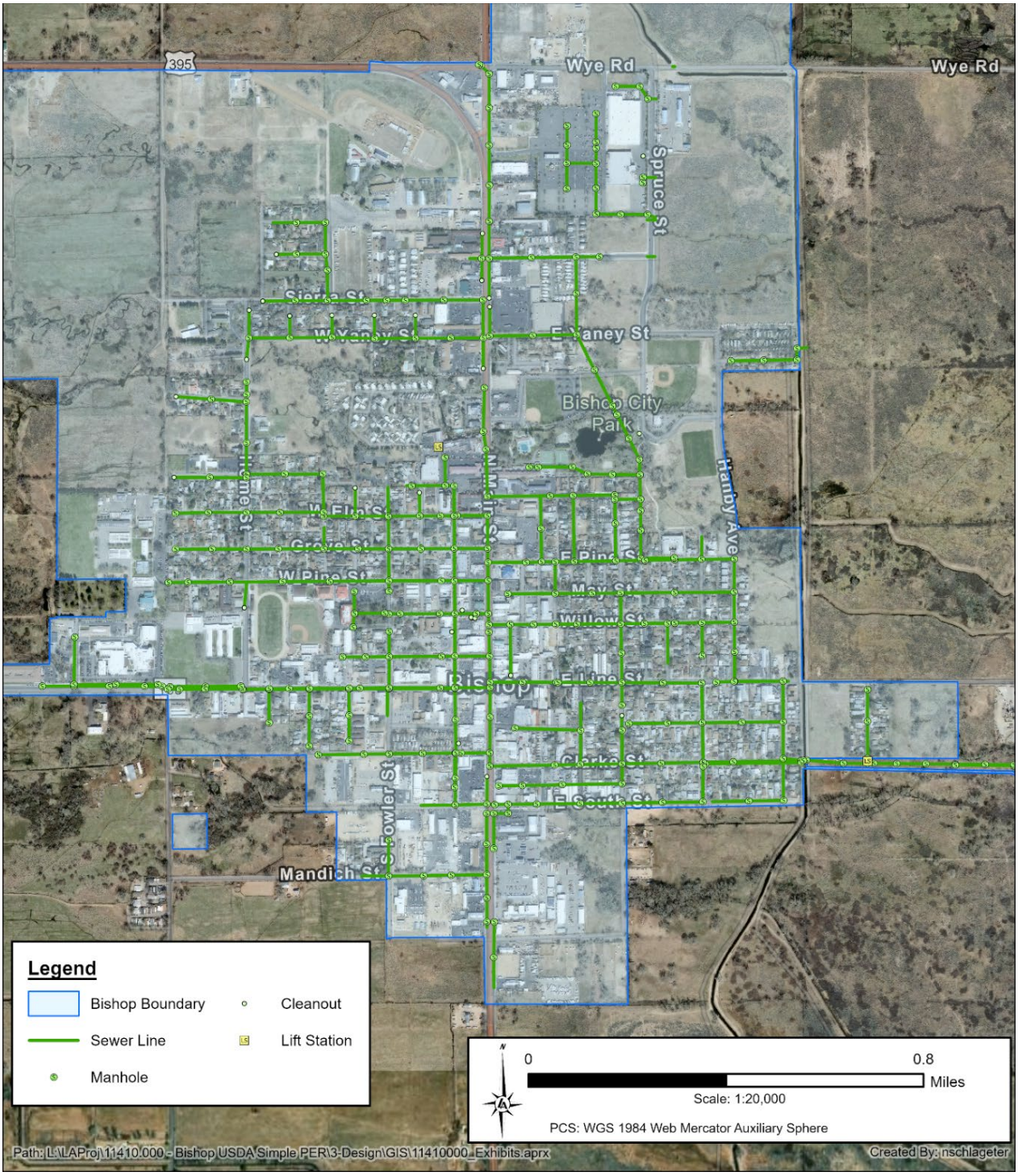


Figure 5 – City Sewer Main Layout Map

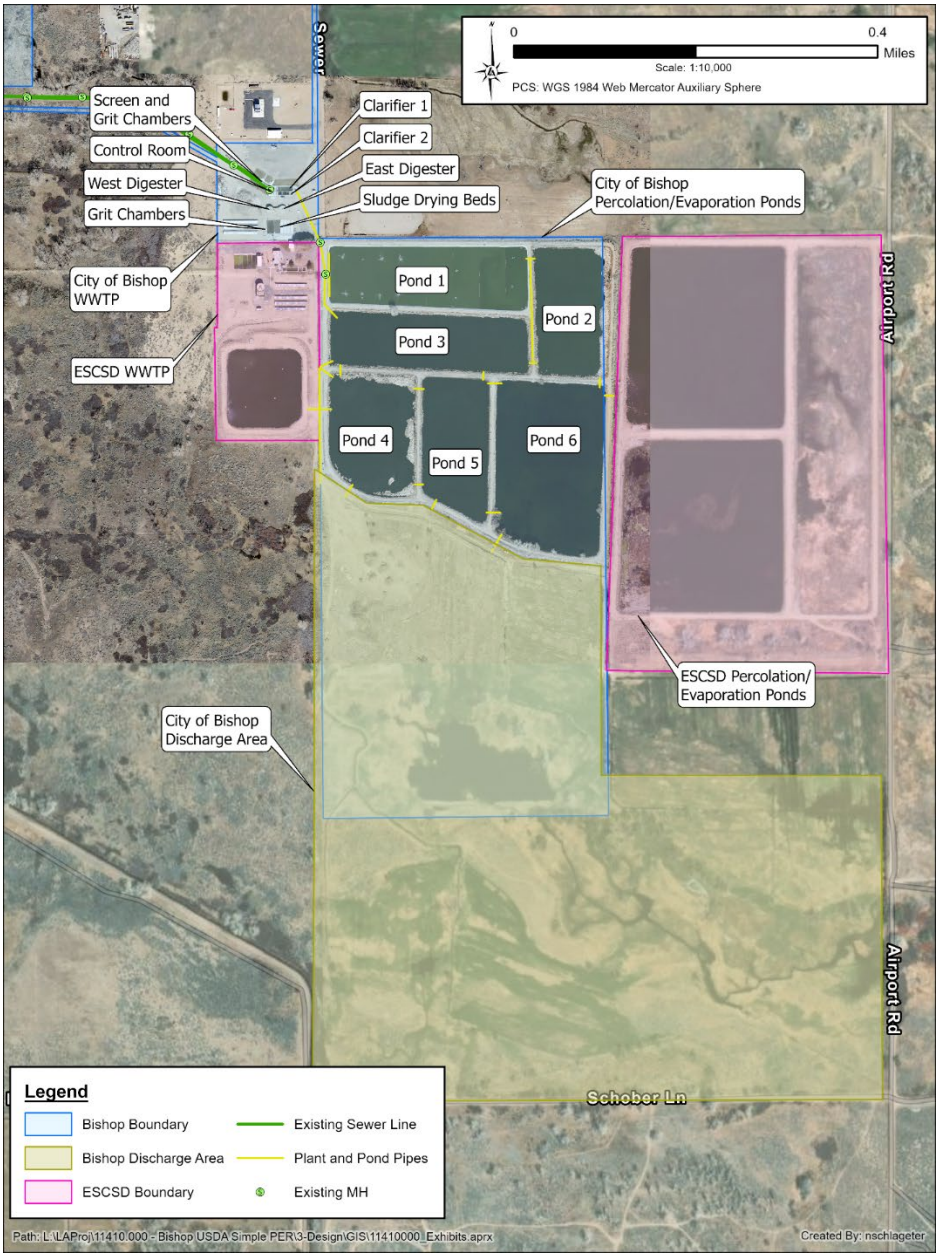


Figure 6 – City Wastewater Treatment and Discharge Area Map

b. System Description

The City's sewer collection system consists of approximately 86,570 feet of sanitary sewer pipeline with 300 manholes as shown on Figure 5. The City's wastewater treatment plant has a design capacity of 1.6 MGD and uses a secondary pond-based biological aeration treatment process. The treated effluent is sent to one of the two percolation/evaporation ponds or is applied to land that is within the City's discharge area shown on Figure 6.

One section of the City is handled by the Eastern Sierra Community Services District (ESCSD) under agreement with the City. The ESCSD treatment plant and the City's treatment plant are adjacent to one another as shown on Figure 6.

c. Impact to Existing Facilities

A severe rainfall storm event occurred in the winter of 2022/2023 that impacted the City's wastewater service area and the surrounding mountain and valley areas. The severe storm event started in the first part of November 2022 with rainfall until the end of January 2023.

The severe rainfall event caused local flooding and the creeks and streams that provide stormwater drainage for the surrounding mountain and valley areas flowed into the City's sewer main area. The flooding caused manhole inflow into the sewer system and the flooding and the stormwater flow in the creeks and streams caused an unusually high groundwater table that created infiltration into the sewer main. Figure 7 shows the creek stormwater flow into the City's sewer main area.

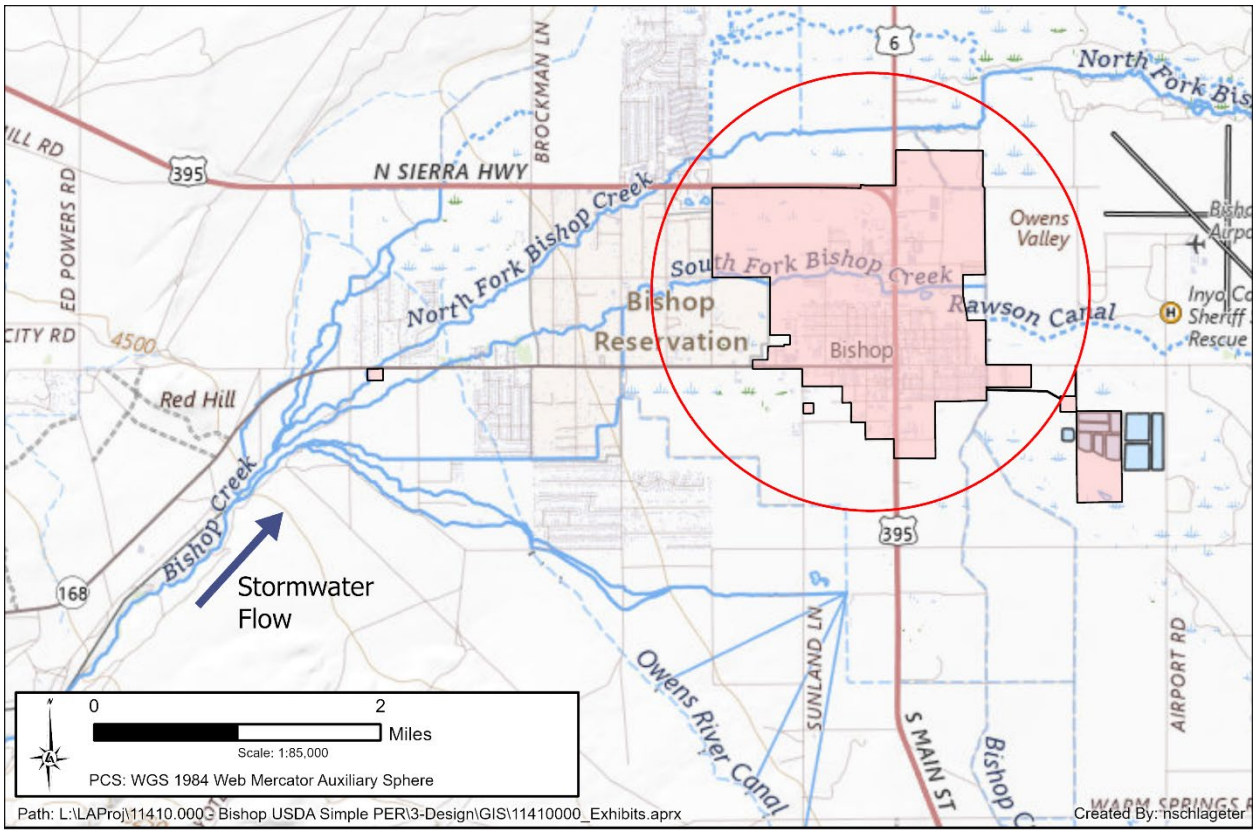


Figure 7 – Stormwater Flow into the City Sewer Main Area

The impacts to the City's wastewater system are described below:

- The sewer main pipeline section that crosses a creek bed area is enclosed in concrete to withstand the creek's stormwater flow and infiltration pressure from the resultant unusually high groundwater table. The remainder of the sewer main system is made of clay pipeline sections where a high rate of groundwater infiltration occurred.
- The unusually high flow from the sewer main system to the wastewater treatment plant may have caused the treatment system to exceed its designed treatment capacity and caused significant wear on critical pumps. The result was a wastewater treatment process that was not adequate to meet discharge requirements.

3. PROJECT JUSTIFICATION

On January 14, 2023, a Presidentially Declared Flood Disaster was issued for Inyo County, California as described below:

FEMA Declaration Number	Incident Type	Declaration Title	Incident Begin Date	Incident End Date	Declaration Date
DR-4683-CA	Flood	Severe Winter Storms, Flooding, Landslides, and Mudslides	12/27/2022	1/31/2023	1/14/2023

The Presidentially Declared Flood Disaster Incident directly impacted the City's wastewater collection, treatment and discharge system as shown on the graph below in Figure 8. The graph is based on the 2022/2023 severe winter storm data collected at the Bishop Airport NOAA weather monitoring station.

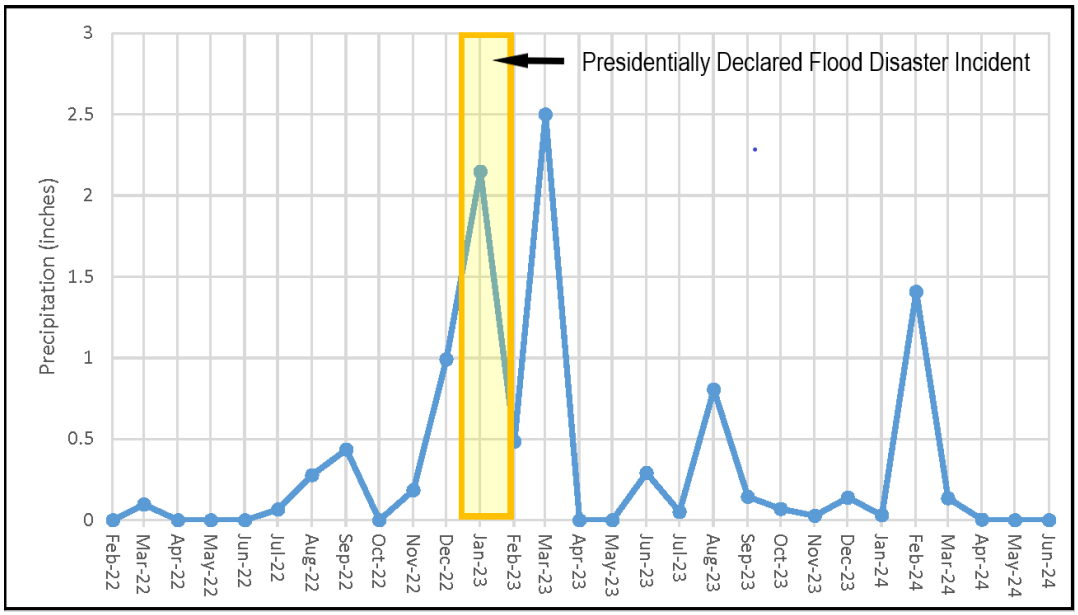


Figure 8 – Average Total Precipitation at Bishop Airport (NOAA, 2024)

- The impacts from the severe stormwater flow and flooding caused extensive wear to the critical wastewater treatment pumps and caused the wastewater treatment process and effluent discharge to possibly be out of compliance with regulatory water quality permit requirements.
- The raw sewage in the sewer main collection system could not be adequately treated in accordance with the California Regional Water Quality Control Board Waste Discharge Requirements for the City's wastewater facility. The lack of adequate sewage treatment caused a possible significant risk to human health.
- There is a need for critical pump replacement and for the restoration and long-term resiliency of the sewer main pipelines and manholes. The lining of the sewer main clay pipeline sections that allow infiltration as identified by video inspection and the sealing of manholes are needed. This restoration and resiliency work will prevent damage to the wastewater system and significant risk to human health in the community caused by future stormwater flood events.

4. PROPOSED PROJECT

a. Scope of Work

The major components of the proposed project are described below:

- Completed a video inspection of the sewer main pipelines.
- Construct a new flexible liner into 12,733 feet of existing sewer main pipeline.
- Construct new seals into 67 manholes.
- Installed one (1) new flow meter into the sewer main system.
- Replace critical WWTP pumps.

The location of the proposed project work is presented in Figure 9.

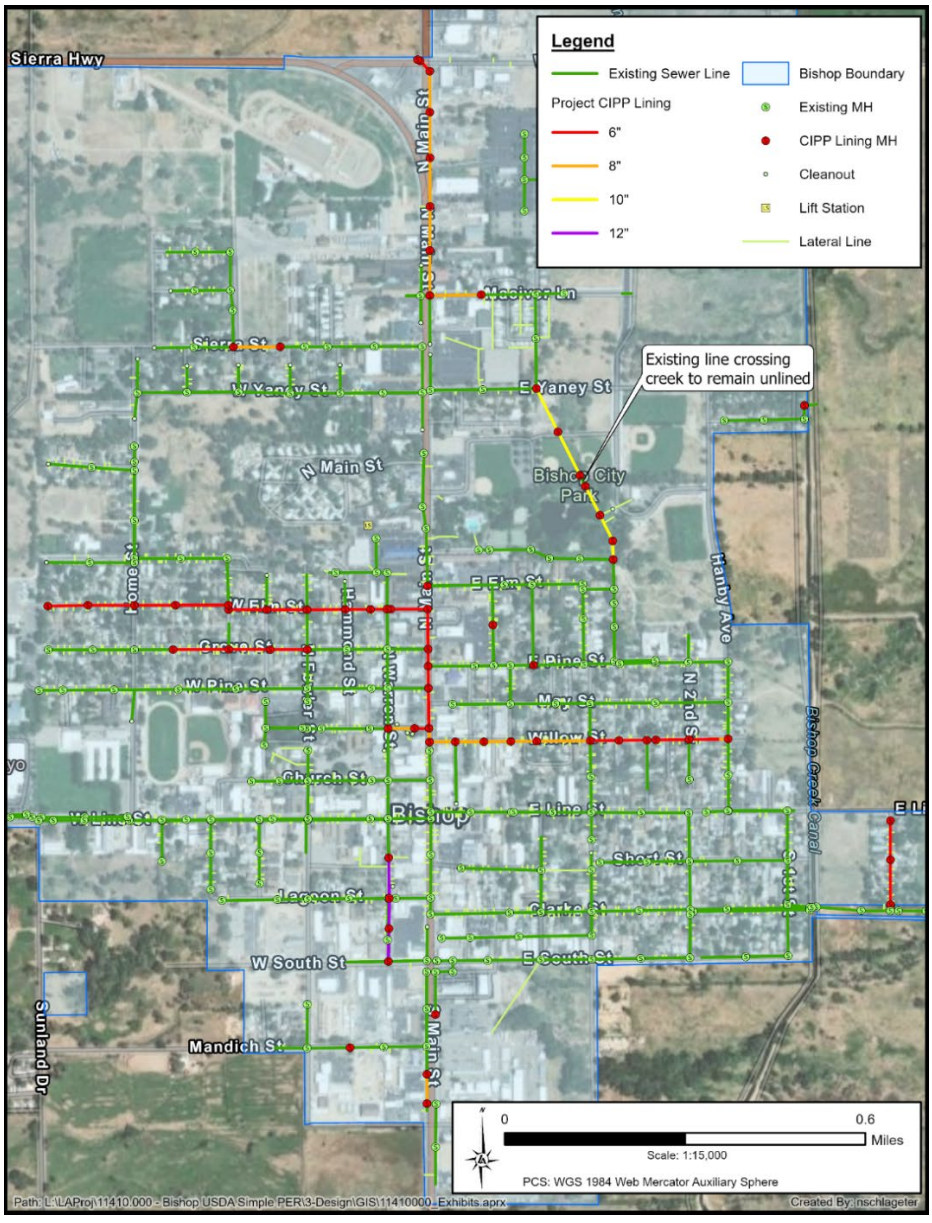


Figure 9 – Location of Proposed Sewer Main and Manhole Work

b. Project Schedule

Project Task	Completion
Design:	May 2025
Permitting:	June 2025
Bidding/Award:	July 2025
Project Construction Work	Sept. 2025

c. Project Cost Estimate

Table 1 – Total Project Cost Estimate

City of Bishop **–** CY2022 Disaster Water Grants Program – PER

Project Item		Amount
Legal Counsel		$ 10,000
Engineering Services		$ 387,100
Owner Direct Procurement	**Subtotal**	
- Sewer Main Video Inspection and Equipment	$ 136,764	
- Sewer Main Flow Meter	$ 60,724	
- WWTP Critical Pump Replacement	$ 3,258	
	Total:	$ 200,746
Construction Contract (Pipeline Liner and Manhole Seal Work)		$ 3,645,985
Project Contingency (12% due to remote project location)		$ 450,000
	Project Cost Estimate:	**$ 4,693,831**

Table 2 – Construction Contract Cost Estimate

City of Bishop – CY2022 Disaster Water Grants Program – PER

Bid Item	Description	Item Quantity	Units	Unit Price ($)	Total
1	Mobilization and Demobilization	1	LS	$ 104,190	$ 104,190
2	Erosion Control	1	LS	$ 69,460	$ 69,460
3	CIPP Lining 6”	6,282	LF	$ 135	$ 848,070
4	CIPP Lining 8”	3,727	LF	$155	$ 577,685
5	CIPP Lining 10”	1,280	LF	$ 175	$ 224,000
6	CIPP Lining 12”	1,444	LF	$ 195	$ 281,580
7	48” Manhole Sealing	67	EA	$ 23,000	$ 1,541,000
				Total:	**$ 3,645,985**

RESOLUTION NO. 2024-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, DESIGNATING THE PUBLIC WORKS DIRECTOR OF THE CITY OF BISHOP AS THE ADMINISTRATOR FOR USDA RURAL DEVELOPMENT'S RDAPPLY APPLICATION INTAKE SYSTEM.

WHEREAS, the City Council of the City of Bishop is eligible to submit applications for financial agreements from USDA Rural Development; and

WHEREAS, the City of Bishop routinely enters into agreements with State and Federal agencies for financial assistance which require execution by an Authorized Representative from the Administering Agency.

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

1. The Public Works Director (the "Administrator"), or designee, is hereby authorized and directed to sign and file, for and on behalf of the City of Bishop, Financial Assistance Applications with USDA Rural Development through the RDApply application intake system.

2. The Administrator, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement with USDA Rural Development and any amendments or changes thereto.

3. The Administrator, or his/her designee, is designated to represent the City of Bishop in carrying out the City of Bishop's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the City of Bishop and compliance with applicable state and federal laws.

PASSED, APPROVED AND ADOPTED this 10th day of June 2024.

Jose Garcia, Mayor

ATTEST: _____
Robin Picken, City Clerk



STATE OF CALIFORNIA
COUNTY OF INYO
CITY OF BISHOP

I, Robin Picken, City Clerk for the City of Bishop, do hereby certify that the whole number of members of the City Council of said City of Bishop is five (5); that the foregoing Resolution No. 2024-16 was duly passed and adopted by said City Council; approved and signed by the Mayor of said City; and attested by the City Clerk of said City, all at a regular meeting of said City Council, held on June 10, 2024, and that the same was so passed and adopted by the following roll call vote.

AYES: Ellis, Schwartz, Muchovej, Kong, Garcia

ABSENT: None

NOES: None

DISQUALIFIED: None

WITNESS, my hand and the seal of the City of Bishop this 11th day of June, 2024.

Robin Picken, City Clerk
CITY OF BISHOP

Agenda Item: 14.E
Date of Meeting: February 9, 2026
Department: Public Works

STAFF REPORT

To:	City Council
From:	Nora Gamino
Subject:	**West Line Street Water Main Replacement Project – Approval of Bid Documents and Authorization to Advertise**
Prepared On:	February 4, 2026
Attachments:	West Line Street Water Main Key Plans

Background/History:
The West Line Street Water Main Replacement Project has been discussed and evaluated by the Public Works Department for nearly 15 years. Despite long-standing recognition of the need to replace this aging infrastructure, the project was repeatedly deferred due to its complexity, cost, and the significant coordination required within the SR-168 corridor. The existing 8-inch steel water main has reached the end of its useful life and is located in a heavily constrained area that includes Caltrans facilities, major utility crossings, and critical service connections.

This project has been intentionally advanced ahead of Caltrans' planned pavement rehabilitation on West Line Street (SR-168). If the water main is not replaced in advance, the City fully expects the existing line to be damaged during roadway reconstruction, resulting in costly emergency repairs, service disruptions, and long-term reliability issues. Proceeding now avoids future rework and protects the City's investment in the roadway.

Due to its technical challenges and coordination requirements, the design phase has taken longer than a typical water main project. Staff considers this to be the most complex water line replacement project the City has undertaken in several decades. Environmental clearance for the project has been completed pursuant to the California Environmental Quality Act (CEQA) through a categorical exemption for replacement of existing facilities.

Analysis/Discussion:
The proposed project includes replacement of approximately 2,300 feet of existing 8-inch steel water main with a new 12-inch C-900 pipeline installed at a greater depth to improve system reliability, reduce vulnerability at utility crossings, and better protect water quality. All existing service connections along the project corridor will be upgraded to include water meters as part of this work, advancing system-wide metering and regulatory compliance.

The project also includes installation of seventeen new isolation valves west of the primary project limits along the existing 12-inch main extending toward Well 4. These valves are strategically located to improve operational flexibility and are specifically intended to preserve continuous water service to critical facilities, including Northern Inyo Hospital, in the event the main must be shut down for repairs or emergency work.
While construction will be highly disruptive due to the location and depth of the pipeline, the plans incorporate measures to minimize impacts where feasible. Portions of the work, including service laterals and potentially the Home Street intersection, are anticipated to occur during nighttime hours to reduce traffic and access disruptions. Final traffic control and work hour requirements will be addressed during construction.

Overall, the project represents a major investment in protecting the City's potable water system, improving operational resilience, and safeguarding water quality delivered to customers. Approval of the plans and specifications is required to allow staff to advertise the project for competitive bids and move the project toward construction.

A reduced set of construction plans is included in the agenda packet for reference, consisting of representative sheets from each major plan section, including the title sheet, general notes, key map, and sample plan/profile, detail, and traffic handling sheets. The full construction plan set is not reproduced in the agenda packet due to its size and level of detail but will be issued in full with the advertised bid documents. The bid package approved under this action consists of three coordinated components: (1) the construction plans, (2) the Notice and Bid Book, and (3) the project-specific Special Provisions. Due to their length and technical nature, the Notice and Bid Book and Special Provisions are not included in the agenda packet but will be issued in full as part of the bid advertisement. If approved, staff anticipates advertising the project for bids immediately following Council action in order to maintain the project schedule and coordination with upcoming Caltrans work.

Impacts to Council Goals and Strategic Planning Priorities:
This project directly advances Mission 3 – Sustain Public Infrastructure, specifically Objective 3.3, which calls for providing safe, reliable, and affordable drinking water while meeting regulatory requirements, including implementation of the West Line Street water main replacement and associated isolation valves.

Budget Impacts:
This project is included in the City's adopted Capital Improvement Program for water infrastructure. Construction will be funded through a combination of water enterprise revenues and a loan from the City's General Fund. Based on the engineer's estimate, construction costs are anticipated to be on the order of approximately $2.0 million. Final project costs will be determined through the competitive bid process. Authorization to advertise the project does not obligate construction funding but is a necessary step to establish final costs and proceed toward implementation.

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 West Line Street Water Main Project bid documents, including plans, Notice and Bid Book, and Special Provisions, and authorize advertisement for

bids (Contract No. 26-PW-01).

Approved By: Ethan Aukee 2/4/2026
Approved By: Robin Picken 2/4/2026
Approved By: Pam Foster 2/4/2026
Approved By:

IMPROVEMENT PLANS FOR

CITY OF BISHOP
WEST LINE STREET WATER MAIN

CONTRACT NO. 26-PW-01

BISHOP, INYO COUNTY, CALIFORNIA

CLIENT:

CITY OF BISHOP DEPARTMENT OF PUBLIC WORKS
377 WEST LINE STREET
BISHOP, CALIFORNIA 93514
PHONE: (760) 873-8458

BASIS OF BEARINGS (1991.35):

AS TAKEN FROM "CITY OF BISHOP CONTROL NETWORK R.O.S. NO. 0-003"

BEARINGS SHOWN ON THIS SURVEY ARE REFERENCED TO GRID NORTH AS DEFINED BY THE CALIFORNIA COORDINATE SYSTEM 1983(CCS83), ZONE 4, BASED ON THE CALCULATED LINE FROM NGS STATION PID# HR2619("RAWSON") TO NGS STATION PID#AE6562 ("BISHOPPORT 1987").

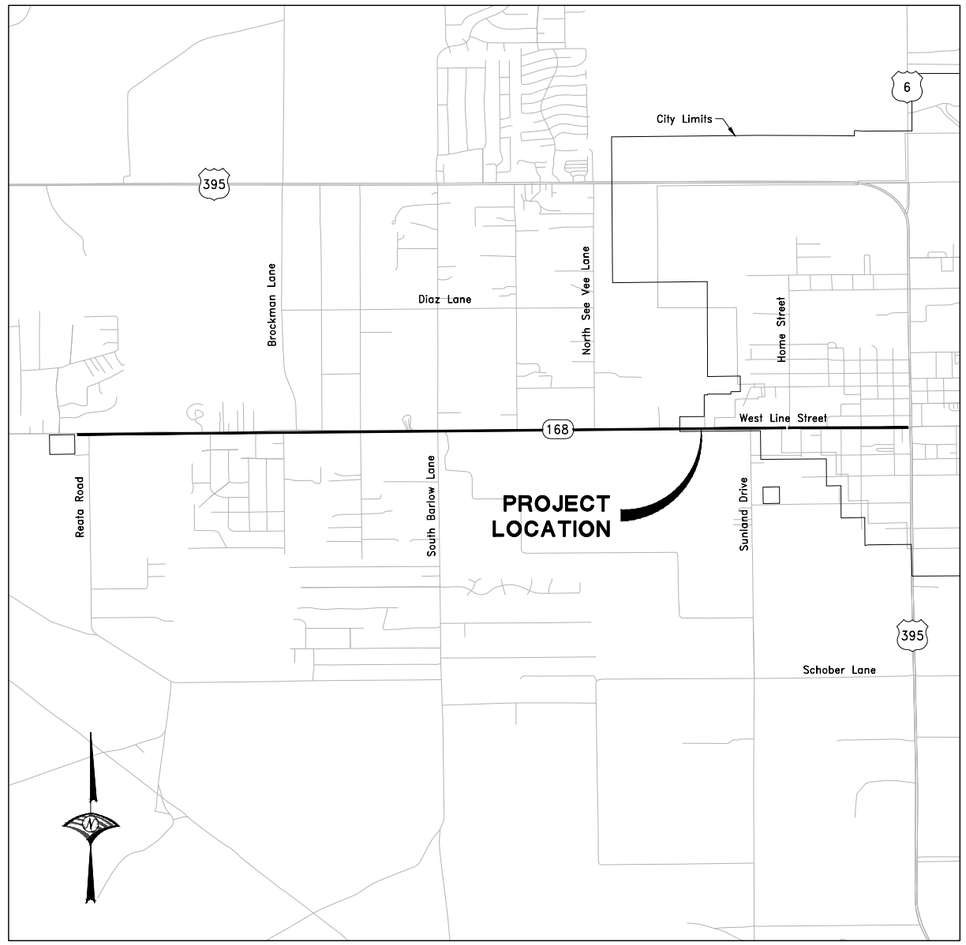
i.e. NORTH AZIMUTH 14° 20' 01"

BASIS OF ELEVATION:

AS TAKEN FROM "CITY OF BISHOP CONTROL NETWORK R.O.S. NO. 10-003"

ELEVATIONS SHOWN ON THIS SURVEY ARE REFERENCED TO NAVD 88 AS DETERMINED LOCALLY BY NGS STATION PID#HR0062 (W 124 RESET) WITH THE PUBLISHED ELEVATION OF 4145.97 FEET.

BENCH MARK IS A BRASS DISC STAMPED "W 124 RESET", LOCATED 1.2 KM (0.7 MI) SOUTH ALONG MAIN STREET 9U.S. HIGHWAY 395) FROM THE JUNCTION OF U.S. HIGHWAY 6 IN BISHOP, IN FRONT OF THE UNION BANK OF CALIFORNIA, 3.0 METERS (10 FT) EAST OF THE CURB OF MAIN STREET, 18.9 METERS (62.0 FT) SOUTH OF THE SOUTH CURB OF MAY STREET, 2.5 METERS (8.5 FT) WEST OF THE EAST EDGE OF THE SIDEWALK. MONUMENT DESCRIPTION AND LOCATION TAKEN FROM NGS DATA SHEET.



LOCATION MAP

NOT TO SCALE

APPROVALS:

NORA GAMINO
CITY OF BISHOP – DIRECTOR OF PUBLIC WORKS — DATE

SHEET INDEX:

DWG	SHEET DESCRIPTION
T-1	TITLE SHEET
N-1	GENERAL NOTES, ABBREVIATIONS, & LEGEND
KM-1	KEY MAP
HC-1	HORIZONTAL CONTROL PLAN
PP-1 to PP-10	PLAN & PROFILES
IVD-1 to IVD-4	ISOLATION VALVES DETAILS
WD-1 to WD-2	WATER CONSTRUCTION DETAILS
D-1 to D-4	CIVIL DETAILS
TH1 to TH5E	TRAFFIC HANDLING PLANS

Megan Berry — Digitally signed by Megan Berry, DN: CeN=Megan Berry, O=Wood Rodgers, C=US, E=Megan.Berry@woodrodgers.com, Location: Wood Rodgers, Reason: I am approving this document, Contact Info: 775-823-6400, Date: 2026.02.04 15:05:09-08'00'

DESIGN ENGINEER:

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard Tel 775.823.4068
Reno, NV 89502 Fax 775.823.4066

MEGAN A. BERRY, P.E.
PROJECT ENGINEER — DATE

BID SUBMITTAL

NO.	DESCRIPTION	DATE

DATE: FEBRUARY 2026
SCALE: NTS
DRAWN BY: DAB
DESIGNED BY: MAB
CHECKED BY: MAD

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Blvd Tel: 775.823.4068
Reno, NV 89502 FAX: 775.823.4066

IMPROVEMENT PLANS FOR
WEST LINE STREET
WATER MAIN REPLACEMENT

TITLE SHEET

PROJECT NO.
8715.001

DRAWING
T-1

K:\Jobs\8715_City Of Bishop\T01_W Line Water Main Replacement\Civil\Dwg\COI_BWL_T01.dwg 2/4/2026 3:25 PM Megan Berry

GENERAL NOTES:

1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM WITH AMERICAN WATER WORKS ASSOCIATION (AWWA), AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), AMERICAN CONCRETE INSTITUTE (ACI), THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM), THE AMERICAN WELDING SOCIETY (AWS), CITY OF BISHOP SPECIFICATIONS FOR DOMESTIC WATER AND SANITARY SEWER SYSTEMS, LATEST EDITION, AND CALTRANS STANDARD SPECIFICATIONS AND STANDARD PLANS, LATEST EDITION. CONFLICTS OR QUESTIONS REGARDING THE SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE CITY OF BISHOP REPRESENTATIVE FOR RESOLUTION.

2. CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND CITY OF BISHOP SAFETY REGULATIONS AND SHALL MAINTAIN THE WORK AREA IN A SAFE CONDITION 24 HOURS PER DAY UNTIL THE PROJECT IS COMPLETE. WORKER AND PUBLIC SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR NOT CITY OF BISHOP.

4. THE CONTRACTOR SHALL BE REQUIRED TO PREPARE, SUBMIT FOR APPROVAL AND ABIDE BY ALL TRAFFIC CONTROL PLANS AS REQUIRED BY CITY OF BISHOP. THE CONTRACTOR SHALL REVIEW AND UNDERSTAND THE CONDITIONS OF THE PERMITS PRIOR TO HIS/HER BID.

5. SYMBOLS ARE NOT TO SCALE AND DO NOT NECESSARILY REPRESENT ACTUAL LOCATIONS OF FACILITIES.

6. CONTRACTOR SHALL VERIFY CONSTRUCTION METHODS AND OVERALL JOB APPROACH WITH CITY OF BISHOP AND ENGINEER PRIOR TO CONSTRUCTION.

7. SOILS RETENTION MAY BE REQUIRED AROUND WATER METER BOXES, FIRE HYDRANTS, AND OTHER FACILITIES IF SLOPES EXCEED 15%.

8. CONTRACTOR SHALL CONTROL DUST IN ACCORDANCE WITH GREAT BASIN UNIFIED AIR POLLUTION DISTRICT AIR QUALITY REGULATIONS.

9. THE CONTRACTOR REALIZES THAT INCLEMENT (WINTER WEATHER) MAY OCCUR DURING THE PROPOSED WORK. NO ADDITIONAL PAYMENTS SHALL BE GRANTED FOR PROTECTING THE WORK IN PROGRESS AND DELAYS DUE TO INCLEMENT WEATHER CONDITIONS.

10. THE CONTRACTOR SHALL MAINTAIN A NEAT AND LEGIBLE DRAWING SET DENOTING ANY FIELD CHANGES THAT DEVIATE FROM THE APPROVED DESIGN ON A DAILY BASIS. PRIOR TO CITY OF BISHOP'S ACCEPTANCE OF THE IMPROVEMENTS AND FINAL PAYMENT THE CONTRACTOR IS TO PRESENT THIS DRAWING SET, WHICH REFLECTS ALL FIELD CHANGES TO CITY OF BISHOP'S PROJECT REPRESENTATIVE.

11. THE CONTRACTOR SHALL CONFORM TO THE REQUIREMENTS SET FORTH IN THE CITY OF BISHOP AND CALTRANS ENCROACHMENT PERMIT.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL STAKING AND LAYOUT OF IMPROVEMENTS.

13. THE CONTRACTOR SHALL PURSUE THE WORK IN A CONTINUOUS AND DILIGENT MANNER, CONFORMING TO ALL THE PERTINENT SAFETY REGULATIONS, TO ENSURE A TIMELY COMPLETIONS OF THE PROJECT.

14. ALL EXISTING UTILITY LOCATIONS, SIZES, AND DESCRIPTIONS AS SHOWN ON THESE DRAWINGS ARE FROM SURFACE OBSERVATIONS USED IN CONJUNCTION WITH AVAILABLE RECORDS, REFERENCE MAPS, DRAWINGS, AND VERBAL STATEMENTS SUPPLIED BY UTILITY COMPANIES, AND MAY NOT BE WHOLLY ACCURATE OR RELIABLE. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES WHICH MAY BE AFFECTED BY THE WORK TO OBTAIN ASSISTANCE IN THE LOCATION OF EXISTING MAINS AND SERVICE CONNECTIONS. THE CONTRACTOR SHALL ALSO CALL U.S.A. (1-800-227-2600) PRIOR TO BEGINNING WORK. ANY DAMAGE TO UTILITIES CAUSED BY OPERATION OF THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE CITY OF BISHOP. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER, A LIST OF ALL UTILITY APPURTENANCES ENCOUNTERED DURING CONSTRUCTION INCLUDING STATION AND OFFSET.

15. ALL DIMENSIONS AND DISTANCES ARE TO FRONT FACE OF CURB, CURB RETURN, FACE OF BUILDING, FACE OF WALL, FLOW LINE, PROPERTY LINE, CENTER OF STRIPING, CENTER LINE OF PIPE, OR END OF IMPROVEMENTS UNLESS NOTED OTHERWISE.

16. THE CONTRACTOR SHALL POTHOLE AND VERIFY ALL UTILITY DEPTHS PRIOR TO ANY WORK. THE CONTRACTOR SHALL, AT ALL TIMES DURING CONSTRUCTION, PROTECT EXISTING IMPROVEMENTS ON AND AROUND THE SITE, INCLUDING, BUT NOT LIMITED TO, PAVEMENT, CURB & GUTTER, SIDEWALK, LANDSCAPING, SIGNAGE, STORM & SANITARY SEWERS, AND ALL UTILITIES FROM DAMAGE THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE REPAIR OF ANY IMPROVEMENTS (EXISTING OR PROPOSED) DAMAGED THROUGHOUT THE COURSE OF CONSTRUCTION. THERE SHALL BE NO DIRECT PAYMENT FOR THIS WORK UNLESS OTHERWISE INDICATED.

17. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THESE DRAWINGS AND THE CONDITIONS EXISTING IN THE FIELD. THE CONTRACTOR SHALL COMPARE ALL DRAWINGS AND VERIFY THE FIGURES BEFORE LAYING OUT THE WORK AND WILL BE RESPONSIBLE FOR ANY ERRORS WHICH MIGHT HAVE BEEN AVOIDED THEREBY. IF THE CONTRACTOR FAILS TO NOTIFY THE OWNER OR THEIR REPRESENTATIVE IN A TIMELY MANNER OF ANY APPARENT ERROR OR OMISSION ON THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING WORK INCORRECTLY DONE AT THE CONTRACTOR'S EXPENSE.

18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL MANHOLE RIMS AND UTILITY COVERS WITHIN THE CONSTRUCTION LIMITS ARE SET FLUSH WITH THE FINISH GRADE.

19. NO CONTRACTOR STAGING AREAS HAVE BEEN SECURED DURING THE PREPARATION OF THESE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR SECURING HIS OWN STAGING AREAS SUFFICIENT FOR CONSTRUCTION. CONTRACTOR SHALL PROVIDE WRITTEN PERMISSION TO ENGINEER FOR USE OF ANY PRIVATE PROPERTY FOR STAGING PURPOSES.

20. PAYMENT FOR WORK SHOWN ON THESE PLANS EITHER SPECIFIED OR INFERRED, BUT NOT INCLUDED IN THE BID PROPOSAL SHALL BE CONSIDERED AS INCLUDED IN THE PRICE PAID FOR OTHER ITEMS OF WORK.

21. TRAFFIC CONTROL, CONSTRUCTION SIGNS, AND BARRICADES SHALL CONFORM TO THE REQUIREMENTS OF THE CALIFORNIA M.U.T.C.D. MANUAL AND THE GUIDELINES FOR TRAFFIC CONTROL IN WORK ZONES, LATEST EDITION.

22. THE CONTRACTOR SHALL COOPERATE WITH ANY OTHER CONTRACTORS OR UTILITY FORCES WORKING WITHIN THE CONSTRUCTION AREA.

23. CONTRACTOR SHALL HAVE APPROVED ENCROACHMENT PERMITS, DUST CONTROL, GRADING PERMITS AND STORM POLLUTION PREVENTION PLAN PRIOR TO STARTING CONSTRUCTION.

24. THE USE OF POTABLE WATER FROM THE PUBLIC WATER SYSTEM FOR CONSTRUCTION PURPOSES IS PROHIBITED UNLESS OTHERWISE APPROVED BY THE CITY OF BISHOP. CONTRACTOR IS RESPONSIBLE FOR PROVIDING WATER FOR USE DURING CONSTRUCTION OPERATIONS AT NO ADDITIONAL COST TO THE PROJECT. CONTACT CITY OF BISHOP FOR PUBLIC WATER USAGE.

25. DURING THE ENTIRE DURATION OF THIS CONSTRUCTION CONTRACT, THE CONTRACTOR SHALL IMPLEMENT STRINGENT DUST CONTROL MEASURES IN ACCORDANCE WITH THE TERMS OF THE APPROVED DUST CONTROL PERMIT AND GREAT BASIN UNIFIED AIR POLLUTION DISTRICT RULES AND REGULATIONS. THE CONTRACTOR IS REQUIRED TO SUPPRESS DUST AT ALL TIMES, 24 HOURS A DAY, SEVEN (7) DAYS A WEEK, REGARDLESS OF WHEN CONSTRUCTION ACTIVITIES ARE OCCURRING.

26. AT LOCATIONS WHERE UNDERGROUND FACILITIES CROSS EXISTING FACILITIES THE CONTRACTOR SHALL EXPOSE THE EXISTING FACILITY AND VERIFY THAT SUFFICIENT HORIZONTAL AND VERTICAL CLEARANCE EXISTS FOR THE NEW FACILITY TO BE CONSTRUCTED IN SUBSTANTIAL COMPLIANCE WITH THE PLANS. AT LOCATIONS WHERE NEW UNDERGROUND FACILITIES ARE TO BE CONNECTED TO EXISTING FACILITIES THE CONTRACTOR SHALL EXPOSE THE EXISTING FACILITY AND VERIFY THAT THE CONNECTION CAN BE MADE AS SHOWN ON THE PLANS. THIS VERIFICATION SHALL BE DONE PRIOR TO ANY CONSTRUCTION. ANY CONFLICTS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION AS SOON AS THEY ARE DISCOVERED.

GENERAL WATER NOTES:

1. CONTRACTOR SHALL UTILIZE EVERY MEANS POSSIBLE TO MINIMIZE WATER SERVICE OUTAGES TO CUSTOMERS. THE CONTRACTOR SHALL NOTIFY CUSTOMERS AND THE CITY OF BISHOP OF PLANNED WATER OUTAGES AT LEAST 48 HOURS PRIOR TO AN OUTAGE. THE NOTICE SHALL INCLUDE THAT OUTAGES WILL OCCUR DURING THE DAY BETWEEN 9:00 AM AND 4:00 PM AND NAME AND PHONE NUMBER OF CONTRACTOR FOR QUESTIONS AND CONCERNS. ALL NOTICES SHALL BE POSTED ON NOTICE BOARDS AND PLACED FACING TRAFFIC AT ALL STREET ENTRANCES TO THE PROPOSED WORK AREAS. CONTRACTOR SHALL COORDINATE WITH OWNER FOR A LIST OF AFFECTED CUSTOMERS. **NOTE: PROJECT REQUIRES A SIGNIFICANT NUMBER OF OUTAGES, CONTRACTOR SHALL PREPARE AND SCHEDULE ACCORDINGLY.**

2. IF WATER OUTAGES EXTEND BEYOND ALLOWABLE/NOTIFIED TIMES, CONTRACTOR SHALL PROVIDE BOTTLED DRINKING WATER TO THE UTILITY CUSTOMERS AT A LOCATION CONVENIENT TO THE CUSTOMERS AFFECTED, AND AS APPROVED BY CITY OF BISHOP.

3. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT THE INTEGRITY OF EXISTING WATER LINES DURING CONSTRUCTION.

4. CONTRACTOR SHALL PROVIDE ALL MISCELLANEOUS PIPE, FITTINGS AND APPURTENANCES AS REQUIRED TO COMPLETE THE UTILITY WORK AS SHOWN.

5. PIPELINE DEPTHS SHALL BE INSTALLED PER PLAN TO AVOID ADDITIONAL HIGHPOINTS IN THE WATERLINE.

6. CONTRACTOR SHALL SEAL ANY OPENINGS IN UNFINISHED PIPING OR APPURTENANCES AT THE END OF EACH WORKING DAY IN SUCH A MANNER AS TO PREVENT THE ENTRY OF BIRDS, OTHER ANIMALS, DIRT, TRENCH WATER, AND OTHER SOURCES OF POLLUTION OR CONTAMINATION.

7. ALL 2" VERTICAL TAPS FOR TEMPORARY FLUSHING/TESTING SHALL BE RETIRED WITH A BRASS PLUG UPON COMPLETION OF TESTING. SERVICE SADDLES AND CORPORATION STOPS USED FOR TEMPORARY FLUSH ASSEMBLIES SHALL BE PER PROJECT SPECIFICATIONS.

8. CITY OF BISHOP DOES NOT GUARANTEE EXISTING VALVES WILL PROVIDE A COMPLETE SHUTDOWN. THE REMOVAL OF NUISANCE WATER TO CONDUCT THE WORK SHALL BE INCIDENTAL TO THE MOST APPROPRIATE BID ITEM. EXCESSIVE AMOUNTS OF WATER SHALL BE EVALUATED BY THE CITY OF BISHOP INSPECTOR FOR THE MOST APPROPRIATE ACTION TO PURSUE.

9. UNUSED SERVICE LATERALS SHALL NOT BE CONNECTED TO NEW MAIN.

10. THE CONTRACTOR SHALL NOTIFY BISHOP FIRE DEPARTMENT PRIOR TO CONSTRUCTION OPERATIONS THAT MAY AFFECT FIRE HYDRANTS. BISHOP FIRE DEPARTMENT MAY BE CONTACTED AT 760-873-5485 (DISPATCH).

11. ALL WATER MAINS SHALL BE TESTED FOR PRESSURE AND LEAKAGE PER AWWA C605. TEST PRESSURE SHALL BE AS INDICATED IN CONTRACT DOCUMENTS AND NO LESS THAN 150 PSI ON MAINS NOT SPECIFICALLY CALLED OUT. PVC PIPELINES MUST BE PRESSURE TESTED ACCORDING TO AWWA STANDARD C605 EXCEPT WITH 0 PSI LOSS IN PRESSURE DURING TEST. FOR OTHER MATERIALS, THE PIPELINES MUST BE PRESSURE TESTED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.

12. BACTERIOLOGICAL TESTING, DISINFECTION, AND FLUSHING, FOR POTABLE WATER LINE CONSTRUCTION, SHALL BE PERFORMED PER AWWA C651. BACTERIOLOGICAL TEST SAMPLES SHALL NOT BE COLLECTED ON FRIDAYS, WEEKENDS, CITY OF BISHOP OBSERVED HOLIDAYS, OR THE DAY BEFORE A CITY OF BISHOP OBSERVED HOLIDAY, UNLESS AUTHORIZED BY THE CITY OF BISHOP INSPECTOR.

13. CONTRACTOR SHALL PROVIDE NOTICE OF CONSTRUCTION TO RESIDENCES OF THE PROJECT AREA AT A MINIMUM OF TWO WEEKS PRIOR TO START OF CONSTRUCTION.

14. CONTRACTOR SHALL PROVIDE NOTICE OF WATER SHUT-DOWNS TO RESIDENCES A MINIMUM OF TWO DAYS PRIOR TO THE SHUT DOWN.

WATER MAIN MUST NOT BE PLACED INTO SERVICE AFTER ITS INITIAL CONSTRUCTION UNTIL:

14.1. THE WATER MAIN HAS BEEN DISINFECTED AND FLUSHED IN ACCORDANCE WITH AWWA STANDARD C651.

14.2. THE DISPOSAL OF ANY SPENT CHLORINE SOLUTIONS MUST BE COORDINATED WITH NDEP's BUREAU OF WATER POLLUTION CONTROL (BWPC).

14.3. ANALYSES OF THE WATER MAIN WHICH INDICATE THAT THE WATER MEETS PRIMARY DRINKING WATER STANDARDS FOR COLIFORM BACTERIA (ABSENT FOR COLIFORM BACTERIA) HAVE BEEN OBTAINED AND REPORTED TO THE DDW, PER AWWA STANDARD C651, TWO SETS OF CONSECUTIVE SAMPLES MUST BE TAKEN AT LEAST 24 HOURS APART FROM EVERY 1200 FEET OF MAIN, AT THE END OF THE LINE, AND FROM EACH BRANCH.

ABBREVIATIONS:

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE PAVEMENT
AD	ALGEBRAIC DIFFERENCE
ADJ	ADJUST
ANG PNT	ANGLE POINT
APP'D	APPROVED
APPROX	APPROXIMATE
ARV	AIR VACUUM RELIEF VALVE
BC	BEGIN CURVE
BFP	BACKFLOW PREVENTOR
BM	BENCH MARK
BOW	BACK OF WALK
C&G	CURB AND GUTTER
C,CL	CENTER LINE
CB	CATCH BASIN
CH	CHORD
COB	CITY OF BISHOP
CONST	CONSTRUCT
CR	CURB RETURN
CT	COURT
CTB	CEMENT TREATED BASE
DI	DROP INLET
DIP	DUCTILE IRON PIPE
DR	DRIVE
DRWY	DRIVEWAY
E	EAST
"E" LINE	EDWARD STREET
EX, (E)	EXISTING
EC	END CURVE
ELEV	ELEVATION
EP	EDGE OF PAVEMENT
EVCE	END OF VERTICAL CURVE ELEVATION
EVCS	END OF VERTICAL CURVE STATION
FFC	FRONT FACE OF CURB
FG	FINISH GRADE
FH	FIRE HYDRANT
"F" LINE	FULTON STREET
F	FLOW LINE , FL L
"FW" LINE	FOWLER STREET
GB	GRADE BREAK
GR	GRATE
GV	GAS VALVE
HP	HIGH POINT
"H" LINE	HOME STREET
"I" LINE	IRIS STREET
ICV	IRRIGATION CONTROL VALVE
IE	INVERT ELEVATION INV INVERT
K	CURVE COEFFICIENT
"L1" LINE	WEST LINE STREET (SR 168)
L, LT	LEFT
LF	LINEAR FEET
LS	LANDSCAPE
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
"M1" LINE	MAIN STREET (US 395)
N	NORTH
OAE OR	APPROVED EQUAL
OH	OVERHEAD
PC	POINT OF CURVATURE
PCC	PORTLAND CEMENT CONCRETE
POC	POINT OF COMPOUND CURVE
PE	PERMANENT EASEMENT
P.G.	PROFILE GRADE
PI	POINT OF INTERSECTION
P,PL	PROPERTY LINE
PT	POINT OF TANGENCY
PTC	PERMISSION TO CONSTRUCT
PVC	POINT OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
QPL	QUALIFIED PRODUCTS LIST
R_'	RADIUS
R&R	REMOVE & REPLACE
RCP	REINFORCED CONCRETE PIPE
PP	POWER POLE
RC	POINT OF REVERSE CURVATURE
PBS	PLANTMIX BITUMINOUS SURFACE
PUE	PUBLIC UTILITY EASEMENT
RP	RADIUS POINT
R, RT	RIGHT
R/W, ROW	RIGHT OF WAY
S=	SLOPE IN PERCENT
S	SOUTH
SD	STORM DRAIN
SDMH	STORM DRAIN MANHOLE
SHT	SHEET
S MON	SURVEY MONUMENT
SL	STREET LIGHT
SP	STEEL PIPE
STA	STATION
SS	SANITARY SEWER
SSCO	SANITARY SEWER CLEANOUT
SSMH	SANITARY SEWER MANHOLE
SW	SIDEWALK
T	TANGENT
TBC	TOP BACK OF CURB
TBW	TOP BACK OF WALK
TC	TOP OF CURB
TCE	TEMPORARY CONSTRUCTION EASEMENT
TYP	TYPICAL
TEL	TELEPHONE
TR	TRAFFIC RATED
TS	TRAFFIC SIGNAL
TV	TELEVISION
UG	UNDERGROUND
UST	UNDERGROUND STORAGE TANK
W	WEST
WM	WATER MAIN
WV	WATER VALVE
"W" LINE	WARREN STREET

LEGEND:

- EXISTING BUILDING
- SAWCUT LINE (FULL DEPTH)
- CENTERLINE ALIGNMENT
- RIGHT OF WAY (ROW)
- PARCEL BOUNDARY
- EXISTING STORM DRAIN (SD)
- EXISTING SANITARY SEWER (SS)
- EXISTING WATER (W)
- EXISTING ABANDONED WATER
- ABANDONED WATER
- PROPOSED WATER
- EXISTING GAS (G)
- EXISTING UNDERGROUND FUEL (FUEL)
- EXISTING TELEPHONE (T)
- EXISTING FIBER OPTIC (FO)
- EXISTING ELECTRICAL OVERHEAD (E(OH))
- EXISITNG UNDERGROUND ELECTRICAL (E)
- EXISITNG SANITARY SEWER FORCE MAIN (SSFM)
- EXISTING ABANDONED SD
- EXISTING ABANDONED SS
- EXISTING RETAINING WALL
- PROPOSED RETAINING WALL

EXISTING	PROPOSED	
		DROP INLET
		STORM DRAIN MANHOLE
		SANITARY SEWER MANHOLE
		FIRE HYDRANT
		FIRE SERVICE
		METER
		VALVE
		UTILITY VAULT / UTILITY MANHOLE
		PULL BOX
		STREET LIGHT
		TRANSFORMER
		POWER POLE
		GUY WIRE
		TRAFFIC SIGN
		FENCE

- PROPOSED GRADE BREAK
- 1.0% — PROPOSED SLOPE INDICATOR
- ±405.42 FG — PROPOSED GRADE
- 3 / CD-2 — DETAIL OR SECTION NUMBER / SHEET INDEX
- +96/42' — STATION AND OFFSET TO APPROXIMATE REMOVAL LIMITS
- 4496.32 — PROPOSED CENTERLINE GRADES
- 4496.3 — EXISTING GROUND AT CENTERLINE

NOTE:
LOCATIONS OF ALL EXISTING UTILITIES ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND PROTECT AS NECESSARY.

BID SUBMITTAL

NO.	DESCRIPTION	DATE

DATE: FEBRUARY 2026
SCALE: NTS
DRAWN BY: DAB
DESIGNED BY: MAB
CHECKED BY: MAD

REGISTERED PROFESSIONAL ENGINEER
MEGAN BERRY
No. C97493
Exp. 6/30/2027
CIVIL
STATE OF CALIFORNIA
2/2/26

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 Doppers Blvd Tel 775.823.4068
Reno, NV 89502 FAX 775.823.4066

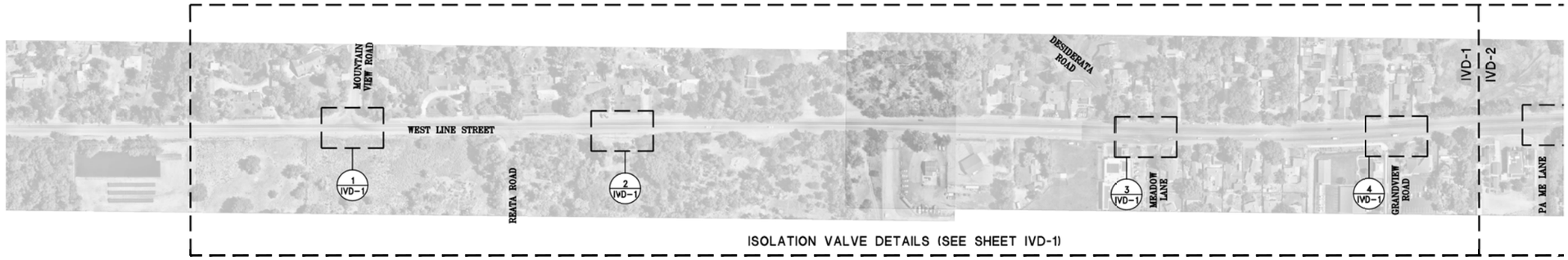
CITY OF BISHOP

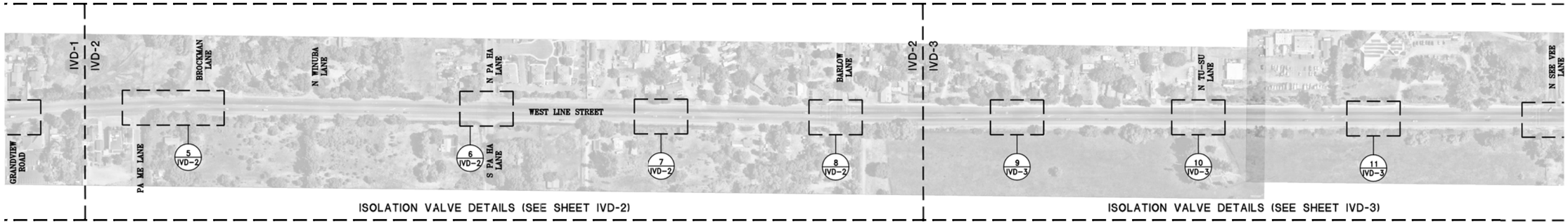
IMPROVEMENT PLANS FOR
WEST LINE STREET WATER MAIN REPLACEMENT
GENERAL NOTES, ABREVIATIONS AND LEGEND

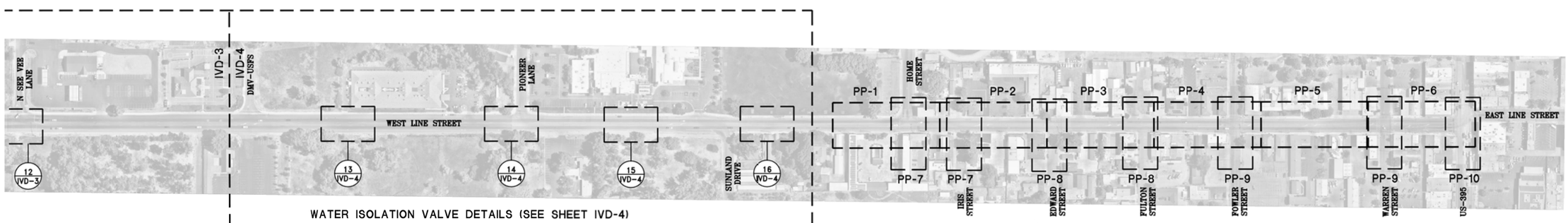
PROJECT NO.
8715.001

DRAWING
N-1 152

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200' 100' 0 200'

SCALE: 1" = 200'

BID SUBMITTAL

NO.	DESCRIPTION	DATE

DATE: FEBRUARY 2026
SCALE: NTS
DRAWN BY: DAB
DESIGNED BY: MAB
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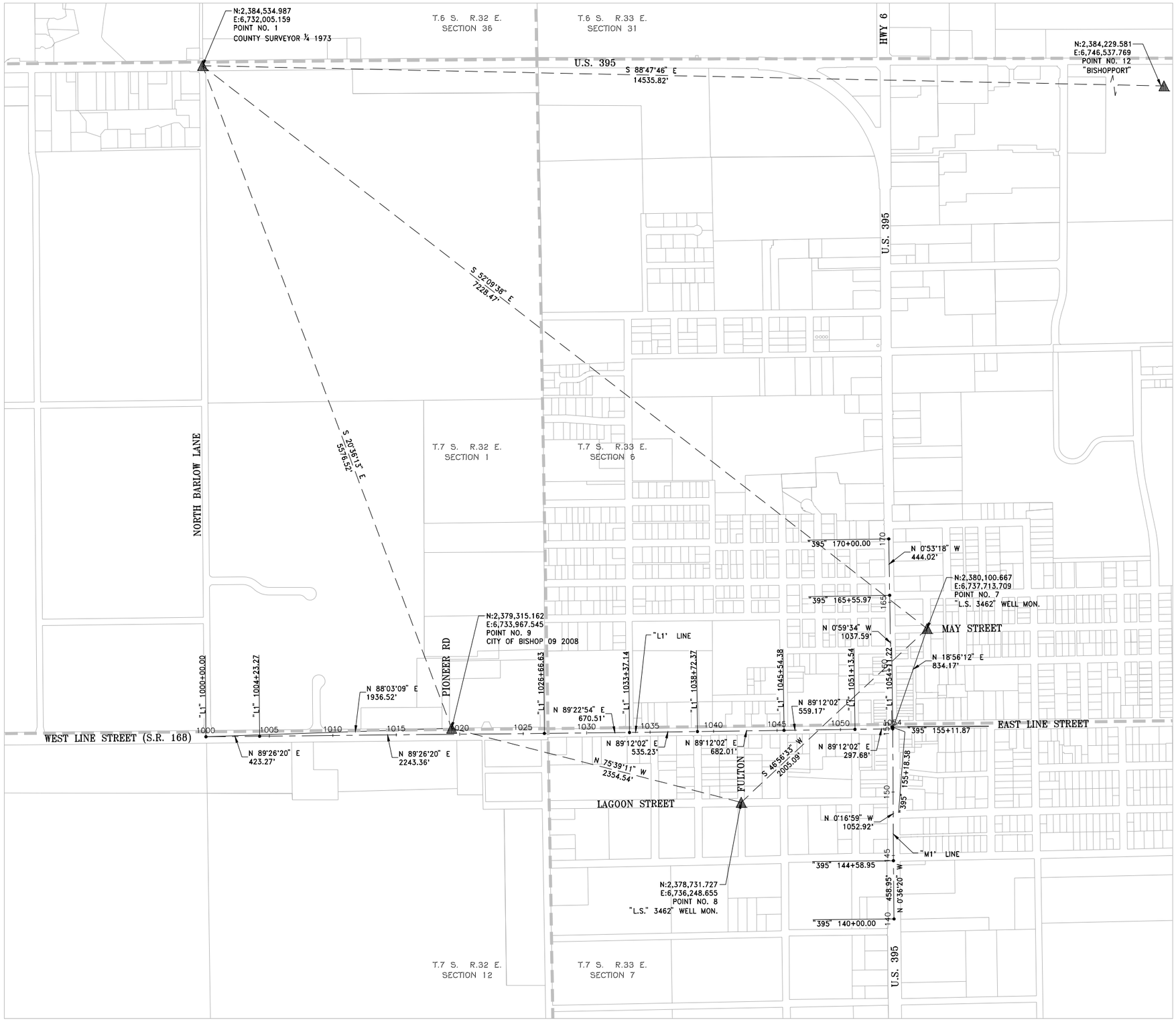
CITY OF BISHOP

IMPROVEMENT PLANS FOR
WEST LINE STREET WATER MAIN REPLACEMENT
KEY MAP

PROJECT NO.
8715.001

DRAWING
KM-1 153

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BASIS OF BEARINGS (1991.35):

AS TAKEN FROM "CITY OF BISHOP CONTROL NETWORK R.O.S. NO. 0-003"

BEARINGS SHOWN ON THIS SURVEY ARE REFERENCED TO GRID NORTH AS DEFINED BY THE CALIFORNIA COORDINATE SYSTEM 1983(CCS83), ZONE 4, BASED ON THE CALCULATED LINE FROM NGS STATION PID# HR2619("RAWSON") TO NGS STATION PID#AE6562 ("BISHOPPORT 1987").

i.e. NORTH AZIMUTH 14° 20' 01"

BASIS OF COORDINATES (1991.35):

AS TAKEN FROM "CITY OF BISHOP CONTROL NETWORK R.O.S. NO. 0-003"

GRID COORDINATES SHOWN ON THIS SURVEY ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), EPOCH 1991.35, EXPRESSED IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM OF 1983(CCS83), ZONE 4, AND BASED ON NGS STATION PID#HR2619, WITH THE DESIGNATION OF "RAWSON" AND HAS THE PUBLISHED COORDINATED OF:
NORTHING: 2,361,243.978 .srf
EASTING: 6,740,664.278 .srf

BASIS OF ELEVATION:

AS TAKEN FROM "CITY OF BISHOP CONTROL NETWORK R.O.S. NO. 10-003"

ELEVATIONS SHOWN ON THIS SURVEY ARE REFERENCED TO NAVD 88 AS DETERMINED LOCALLY BY NGS STATION PID#HR0062 (W 124 RESET) WITH THE PUBLISHED ELEVATION OF 4145.97 FEET.

BENCH MARK IS A BRASS DISC STAMPED "W 124 RESET", LOCATED 1.2 KM (0.7 MI) SOUTH ALONG MAIN STREET 9U.S. HIGHWAY 395) FROM THE JUNCTION OF U.S. HIGHWAY 6 IN BISHOP, IN FRONT OF THE UNION BANK OF CALIFORNIA, 3.0 METERS (10 FT) EAST OF THE CURB OF MAIN STREET, 18.9 METERS (62.0 FT) SOUTH OF THE SOUTH CURB OF MAY STREET, 2.5 METERS (8.5 FT) WEST OF THE EAST EDGE OF THE SIDEWALK. MONUMENT DESCRIPTION AND LOCATION TAKEN FROM NGS DATA SHEET.

BID SUBMITTAL

NO.	DESCRIPTION	DATE

DATE: FEBRUARY 2026
SCALE: 1"=400'
DRAWN BY: DAB
DESIGNED BY: MAB
CHECKED BY: MAD

REGISTERED PROFESSIONAL ENGINEER
MEGAN BERRY
No. C97493
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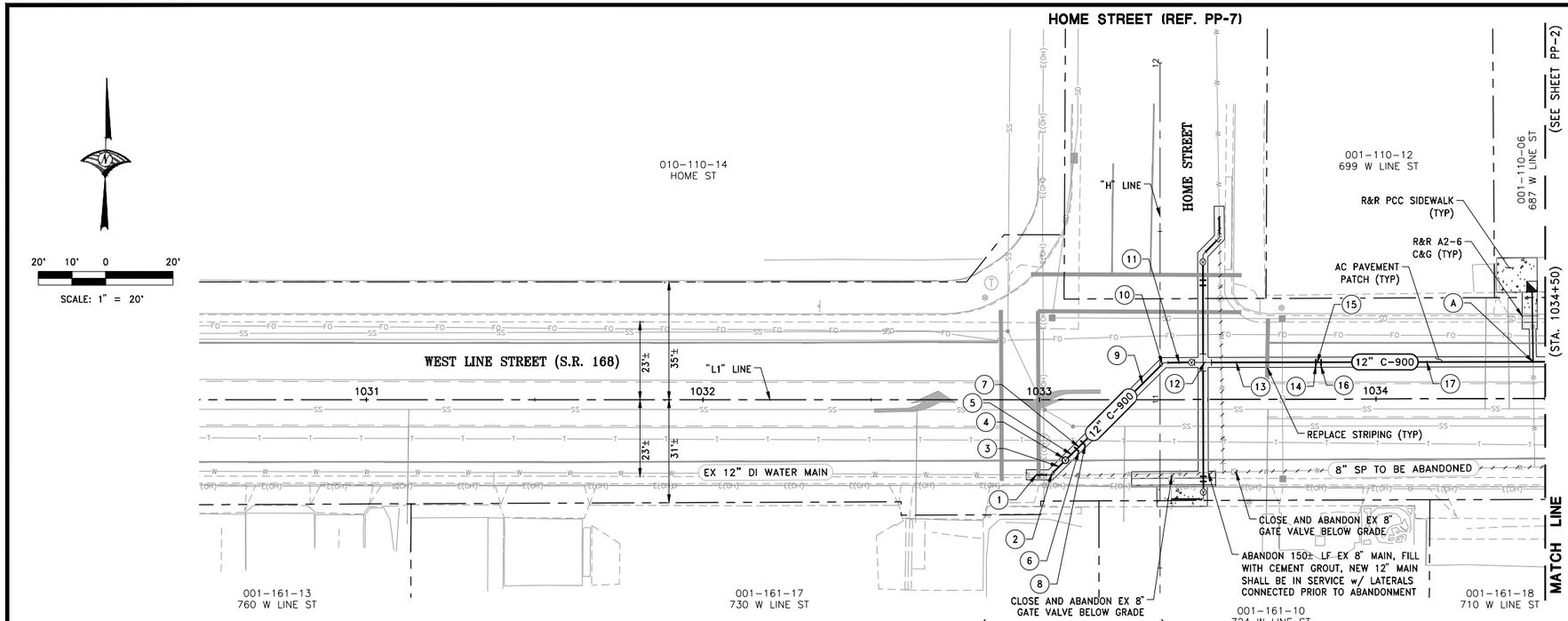
CITY OF BISHOP

IMPROVEMENT PLANS FOR
WEST LINE STREET WATER MAIN REPLACEMENT
HORIZONTAL CONTROL PLAN

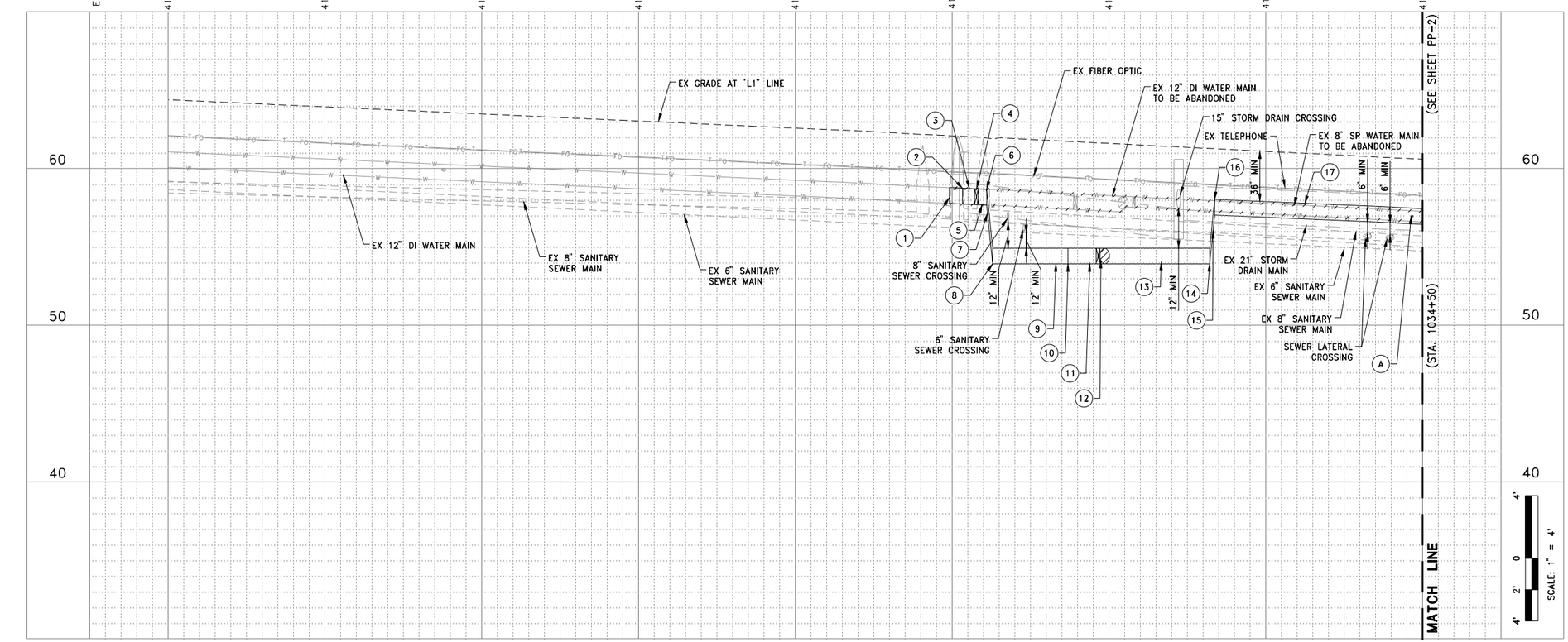
PROJECT NO.
8715.001

DRAWING
HC-1

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WEST LINE STREET (S.R. 168)



WATER KEY NOTES:

1. "L1" 1032+99, 22.3'± R
   CONNECT TO EX 12" DI MAIN w/ 3± LF C-900 DR-14 PUP & RESTRAINED BARREL COUPLING
2. "L1" 1033+03, 22.3'± R
   INSTALL 12" DI 45° ELBOW (MJxMJ) w/ RESTRAINT GLANDS
3. CONST 5± LF 12" RJ C-900 DR-14 PVC WATER MAIN
4. "L1" 1033+08, 18.0'± R
   INSTALL 12" DI GATE VALVE (MJxMJ) w/ RESTRAINT GLANDS
5. CONST 6± LF 12" RJ C-900 DR-14 PVC WATER MAIN
6. "L1" 1033+11, 14.7'± R
   INSTALL 12" DI 45° VERT ELBOW (MJxMJ) w/ RESTRAINT GLANDS
7. CONST 3± LF 12" RJ C-900 DR-14 PVC WATER MAIN
8. "L1" 1033+13, 12.9'± R
   INSTALL 12" DI 45° VERT ELBOW (MJxMJ) w/ RESTRAINT GLANDS
9. CONST 34± LF 12" RJ C-900 DR-14 PVC WATER MAIN
10. "L1" 1033+37, 11.0'± L
    INSTALL 12" DI 45° ELBOW (MJxMJ) w/ RESTRAINT GLANDS
11. CONST 12± LF 12" RJ C-900 DR-14 PVC WATER MAIN
12. "L1" 1033+49, 11.0'± L
    INSTALL 12"x12"x12"x12" DI CROSS (MJxMJxFLGxFLG) w/ RESTRAINT GLANDS
    INSTALL 12" DI GATE VALVE (FLGxMJ) w/ RESTRAINT GLANDS
13. CONST 34± LF 12" RJ C-900 DR-14 PVC WATER MAIN
14. "L1" 1033+82, 11.0'± L
    INSTALL 12" DI 45° VERT ELBOW (MJxMJ) w/ RESTRAINT GLANDS
15. CONST 2± LF 12" RJ C-900 DR-14 PVC WATER MAIN
16. "L1" 1033+84, 11.0'± L
    INSTALL 12" DI 45° VERT ELBOW (MJxMJ) w/ RESTRAINT GLANDS
17. CONST 66± LF 12" RJ C-900 DR-14 PVC WATER MAIN

SERVICE REPLACEMENT SCHEDULE

TAG NO.	EXISTING SIZE	NEW SERVICE SIZE	FULL REPLACEMENT (Y OR N)
(A)	3/4"	1"	Y

PHASE V - PROPOSED ORDER OF WORK (HOME STREET TO EDWARD STREET)

1. CONSTRUCT WATER MAIN FROM HOME STREET TO THE JUNCTION AT EDWARD STREET. CONSTRUCT TEMPORARY BACKFEED CONNECTION AT EDWARD STREET.
2. ADD FLUSH VALVES PER CONNECTION DETAILS FOR HOME STREET AND IRIS STREET. CONSTRUCT SERVICE TIE-OVERS. FLUSH MAINS AND SERVICES, COMPLETE CUSTOMER CONNECTIONS AND PUT INTO SERVICE.
3. SHUT OFF EXISTING PHASE V VALVES.
4. CONSTRUCT FINAL MAIN CONNECTIONS.

LEGEND

- R&R A2-6 CURB AND GUTTER
- R&R PEDESTRIAN RAMP
- R&R PCC SIDEWALK
- PERMANENT PAVEMENT PATCH (SEE DETAIL 2/D-2)
- ABANDONED PIPE (SIZE SHOWN ON PLAN)
- RJ C-900 DR-14 PVC (SIZE SHOWN ON PLAN)

SHEET NOTES:

1. EXISTING PIPE FITTINGS AND MATERIAL TYPES SHOWN ARE BASED ON RECORD INFORMATION. THE CONTRACTOR SHALL FIELD VERIFY THIS INFORMATION AND SUBSTITUTE ALTERNATIVE COUPLINGS AND FITTINGS AS APPROPRIATE. THERE SHALL BE NO EXTRA PAYMENT CONSIDERED WHEN ACTUAL FITTINGS AND MATERIAL TYPES DIFFER FROM SHOWN.
2. THE CONTRACTOR SHALL POTHOLE TO VERIFY EXISTING UTILITY LOCATIONS AND DEPTH AS NECESSARY. POTHOLE WORK SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
3. ALL EXISTING IMPROVEMENTS ARE TO BE PROTECTED IN PLACE UNLESS OTHERWISE NOTED.
4. ALL RETIRED VALVES TO BE RETURNED TO COB.

BID SUBMITTAL

NO.	DESCRIPTION	DATE

DATE: FEBRUARY 2026 SCALE: H:1"=20' V:1"=4' DRAWN BY: DAB DESIGNED BY: MAB CHECKED BY: MAD

REGISTERED PROFESSIONAL ENGINEER MEGAN BERRY No. C97493 Exp. 6/30/2027 CIVIL STATE OF CALIFORNIA 2/2/26

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Blvd Tel 775.823.4068
Reno, NV 89502 Fax 775.823.4066

CITY OF BISHOP

IMPROVEMENT PLANS FOR
WEST LINE STREET WATER MAIN REPLACEMENT
PLAN & PROFILE

PROJECT NO. 8715.001

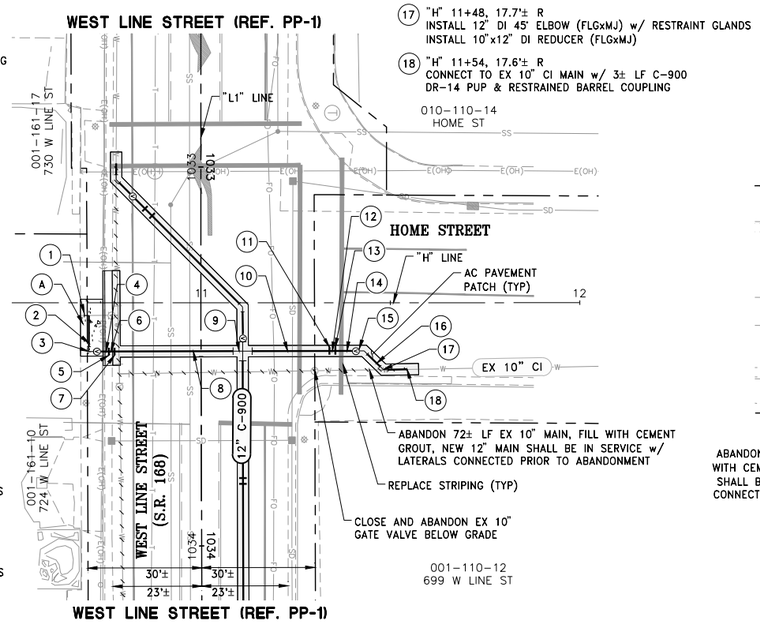
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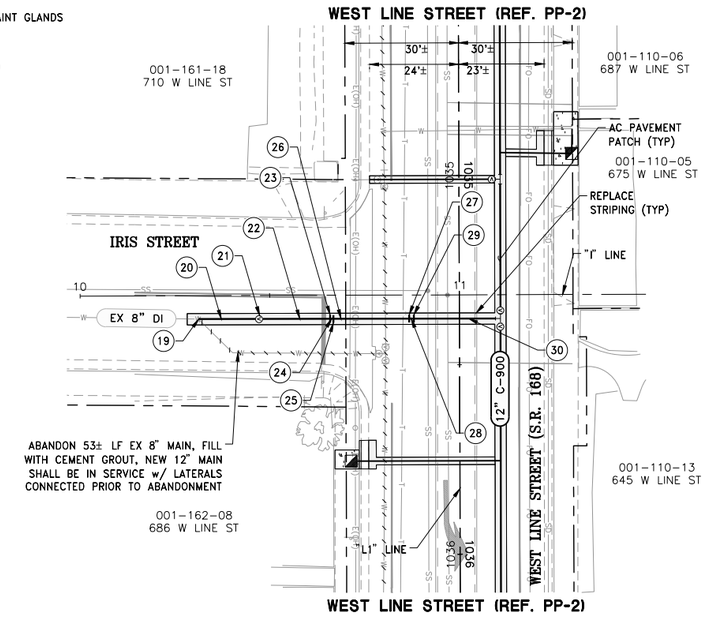
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WATER KEY NOTES:

1. "H" 10+70, 3.3'± R
   INSTALL 6" DI 90° ELBOW (MJxMJ) w/ RESTRAINT GLANDS
   CONNECT TO EX 6" DI LATERAL W/ RESTRAINED BARREL COUPLING
2. CONST 5± LF 6" RJ C-900 DR-14
   PVC WATER LATERAL
3. "H" 10+70, 12.9'± R
   INSTALL 6" DI GATE VALVE (FLGxMJ) w/ RESTRAINT GLANDS
   INSTALL 6" DI 90° ELBOW (FLGxMJ) w/ RESTRAINT GLANDS
4. CONST 5± LF 6" RJ C-900 DR-14
   PVC WATER LATERAL
5. "H" 10+76, 12.9'± R
   INSTALL 6" DI 45° VERT ELBOW (MJxMJ) w/ RESTRAINT GLANDS
6. CONST 2± LF 6" RJ C-900 DR-14
   PVC WATER LATERAL
7. "H" 10+77, 12.9'± R
   INSTALL 6" DI 45° VERT ELBOW (MJxMJ) w/ RESTRAINT GLANDS
8. CONST 34± LF 6" RJ C-900 DR-14
   PVC WATER LATERAL
9. "H" 11+11, 12.8'± R
   INSTALL 12"x6" DI REDUCER(FLGxMJ)
10. CONST 23± LF 12" RJ C-900
    DR-14 PVC WATER MAIN
11. "H" 11+34, 12.7'± R
    INSTALL 12" DI 45° VERT ELBOW (MJxMJ) w/ RESTRAINT GLANDS
12. CONST 2± LF 12" RJ C-900 DR-14
    PVC WATER MAIN
13. "H" 11+35, 12.7'± R
    INSTALL 12" DI 45° VERT ELBOW (MJxMJ) w/ RESTRAINT GLANDS
14. CONST 8± LF 12" RJ C-900 DR-14
    PVC WATER MAIN
15. "H" 11+41, 12.7'± R
    INSTALL 12" DI GATE VALVE (FLGxMJ) w/ RESTRAINT GLANDS
    INSTALL 12" DI 45° ELBOW (FLGxMJ) w/ RESTRAINT GLANDS
16. CONST 6± LF 12" RJ C-900 DR-14
    PVC WATER MAIN
17. "H" 11+48, 17.7'± R
    INSTALL 12" DI 45° ELBOW (FLGxMJ) w/ RESTRAINT GLANDS
    INSTALL 10"x12" DI REDUCER (FLGxMJ)
18. "H" 11+54, 17.6'± R
    CONNECT TO EX 10" CI MAIN w/ 3± LF C-900 DR-14 PUP & RESTRAINED BARREL COUPLING

℄ LINE GRADES → EXISTING

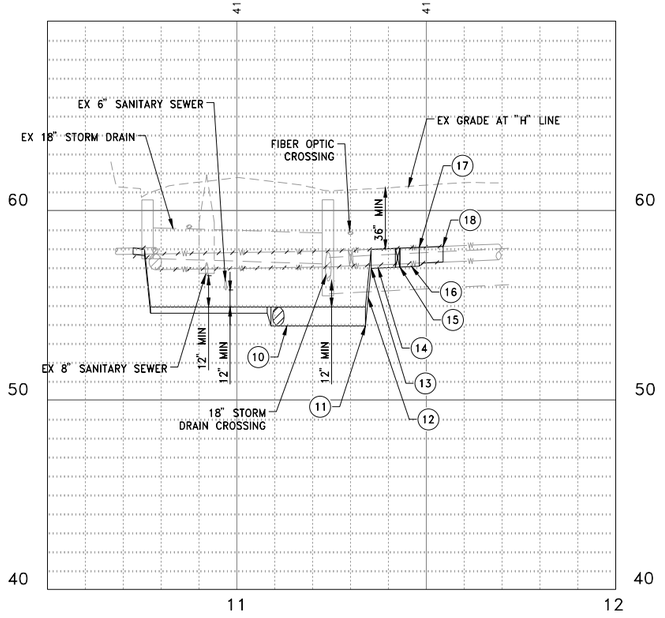




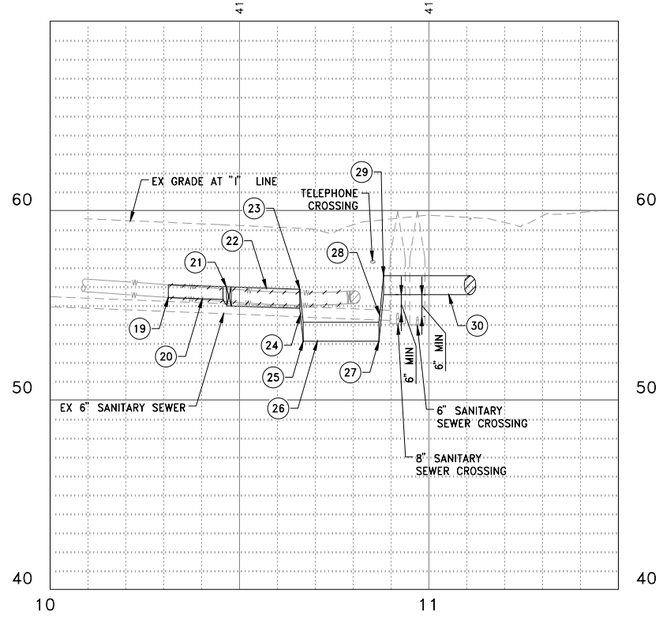
WATER KEY NOTES:

19. "I" 10+31, 6.2'± R
    CONNECT TO EX 8" DI MAIN w/ RESTRAINED BARREL COUPLING
20. CONST 16± LF 8" RJ C-900 DR-14
    PVC WATER MAIN
21. "I" 10+47, 6.2'± R
    INSTALL 8"x12" DI REDUCER (FLGxMJ)
    INSTALL 12" DI GATE VALVE (FLGxMJ) w/ RESTRAINT GLANDS
22. CONST 19± LF 12" RJ C-900
    DR-14 PVC WATER MAIN
23. "I" 10+66, 6.2'± R
    INSTALL 12" DI 45° VERT ELBOW (MJxMJ) w/ RESTRAINT GLANDS
24. CONST 1± LF 12" RJ C-900 DR-14
    PVC WATER MAIN
25. "I" 10+67, 6.2'± R
    INSTALL 12" DI 45° VERT ELBOW (MJxMJ) w/ RESTRAINT GLANDS
26. CONST 20± LF 12" RJ C-900
    DR-14 PVC WATER MAIN
27. "I" 10+87, 6.2'± R
    INSTALL 12" DI 45° VERT ELBOW (MJxMJ) w/ RESTRAINT GLANDS
28. CONST 2± LF 12" RJ C-900 DR-14
    PVC WATER MAIN
29. "I" 10+88, 6.2'± R
    INSTALL 12" DI 45° VERT ELBOW (MJxMJ) w/ RESTRAINT GLANDS
30. CONST 23± LF 12" RJ C-900
    DR-14 PVC WATER MAIN

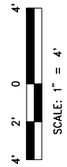
HOME STREET



IRIS STREET







SERVICE REPLACEMENT SCHEDULE

TAG NO.	EXISTING SIZE	NEW SERVICE SIZE	FULL REPLACEMENT (Y OR N)
(A)	4"	4"	Y

LEGEND

- R&R A2-6 CURB AND GUTTER
- R&R PEDESTRIAN RAMP
- R&R PCC SIDEWALK
- PERMANENT PAVEMENT PATCH (SEE DETAIL 2/D-2)
- ABANDONED PIPE (SIZE SHOWN ON PLAN)
- RJ C-900 DR-14 PVC (SIZE SHOWN ON PLAN)

SHEET NOTES:

1. EXISTING PIPE FITTINGS AND MATERIAL TYPES SHOWN ARE BASED ON RECORD INFORMATION. THE CONTRACTOR SHALL FIELD VERIFY THIS INFORMATION AND SUBSTITUTE ALTERNATIVE COUPLINGS AND FITTINGS AS APPROPRIATE. THERE SHALL BE NO EXTRA PAYMENT CONSIDERED WHEN ACTUAL FITTINGS AND MATERIAL TYPES DIFFER FROM SHOWN.
2. THE CONTRACTOR SHALL POTHOLE TO VERIFY EXISTING UTILITY LOCATIONS AND DEPTH AS NECESSARY. POTHOLE WORK SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
3. ALL EXISTING IMPROVEMENTS ARE TO BE PROTECTED IN PLACE UNLESS OTHERWISE NOTED.
4. ALL RETIRED VALVES TO BE RETURNED TO COB.

BID SUBMITTAL

NO.	DESCRIPTION	DATE

DATE: FEBRUARY 2026
SCALE: H:1"=20' V:1"=4'
DRAWN BY: DAB
DESIGNED BY: MAB
CHECKED BY: MAD

REGISTERED PROFESSIONAL ENGINEER
MEGAN BERRY
No. C97493
Exp. 6/30/2027
CIVIL
STATE OF CALIFORNIA
2/2/26

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C Street, Building 100-B
Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767
1361 Corporate Blvd
Reno, NV 89502
Tel 775.823.4066
Fax 775.823.4066

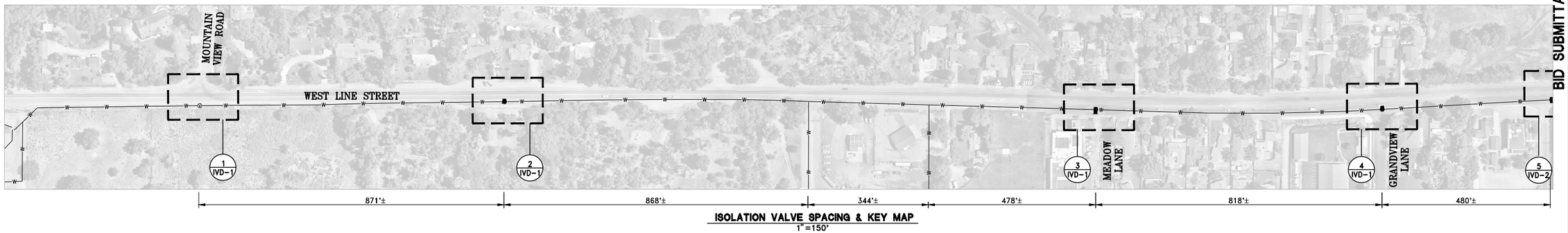
CITY OF BISHOP

IMPROVEMENT PLANS FOR
WEST LINE STREET WATER MAIN REPLACEMENT
PLAN & PROFILE

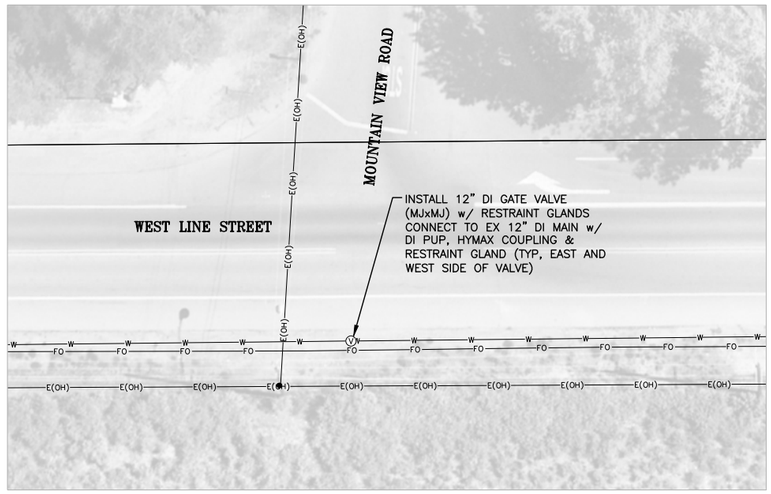
PROJECT NO. 8715.001

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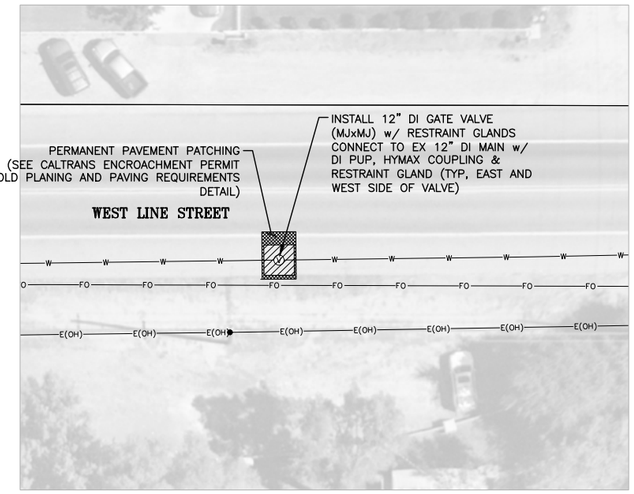
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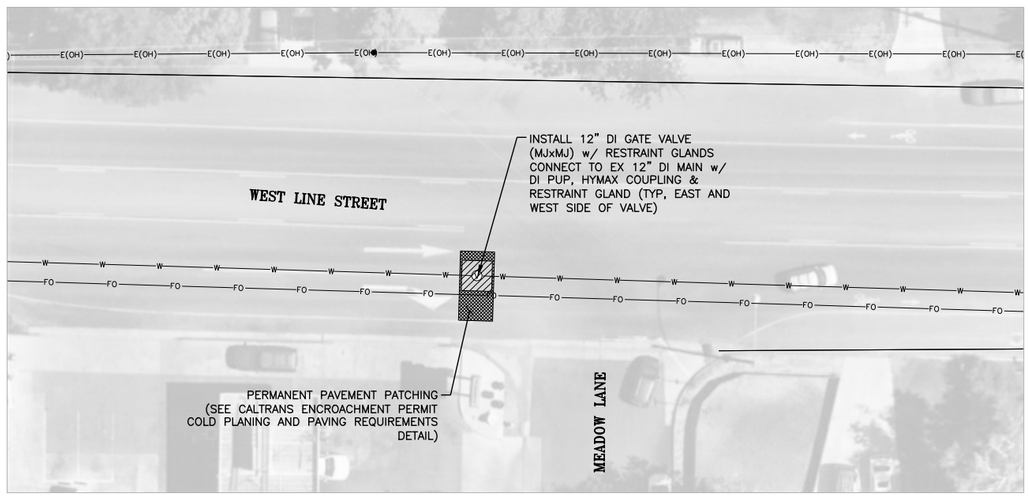
ISOLATION VALVE SPACING & KEY MAP
1"=150'



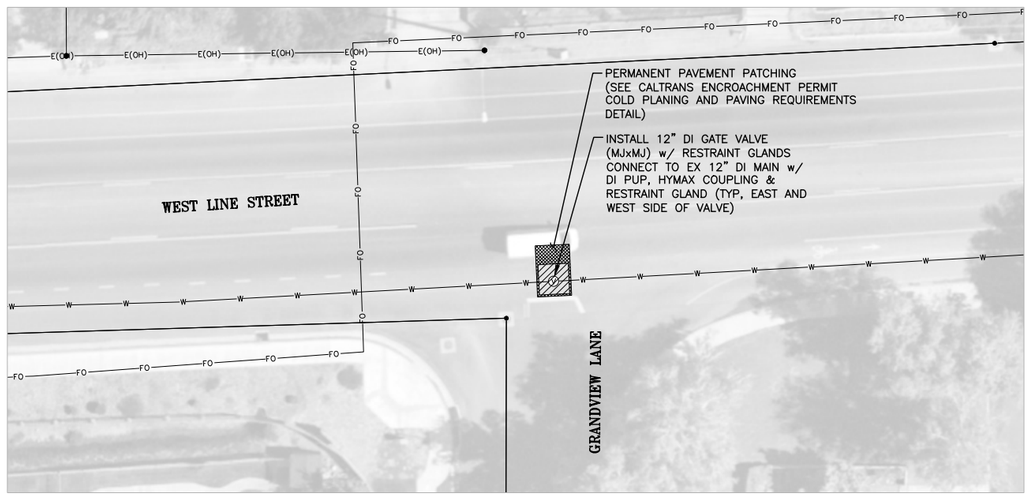
1 IVD-1 **ISOLATION VALVE DETAIL**
1"=20'



2 IVD-1 **ISOLATION VALVE DETAIL**
1"=20'



3 IVD-1 **ISOLATION VALVE DETAIL**
1"=20'



4 IVD-1 **ISOLATION VALVE DETAIL**
1"=20'

20' 10' 0 20'
SCALE: 1" = 20'

PHASE I - PROPOSED ORDER OF WORK
(ISOLATION VALVE INSTALLATION WEST OF HOME STREET)

1. CUT IN ISOLATION VALVES AND TEES SHOWN IN DETAILS 14 AND 15 SHOWN ON SHEET IVD-4. CONTRACTOR SHALL COORDINATE WITH CITY OF BISHOP AND HOSPITAL TO DETERMINE ACCEPTABLE HOURS FOR WATER SERVICE SHUTDOWN.
2. CUT IN OTHER ISOLATION VALVES AND TEES SHOWN IN ALL OTHER DETAILS ON SHEETS IVD-1, IVD-2, IVD-3, AND IVD-4.

BID SUBMITTAL

NO.	DESCRIPTION	DATE

DATE: FEBRUARY 2026
SCALE: NTS
DRAWN BY: DAB
DESIGNED BY: MAB
CHECKED BY: MAD

REGISTERED PROFESSIONAL ENGINEER
MEGAN BERRY
No. C97493
Exp. 6/30/2027
CIVIL
STATE OF CALIFORNIA
2/2/26

WOOD RODGERS
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3301 Douglas Blvd Tel 775.823.4068
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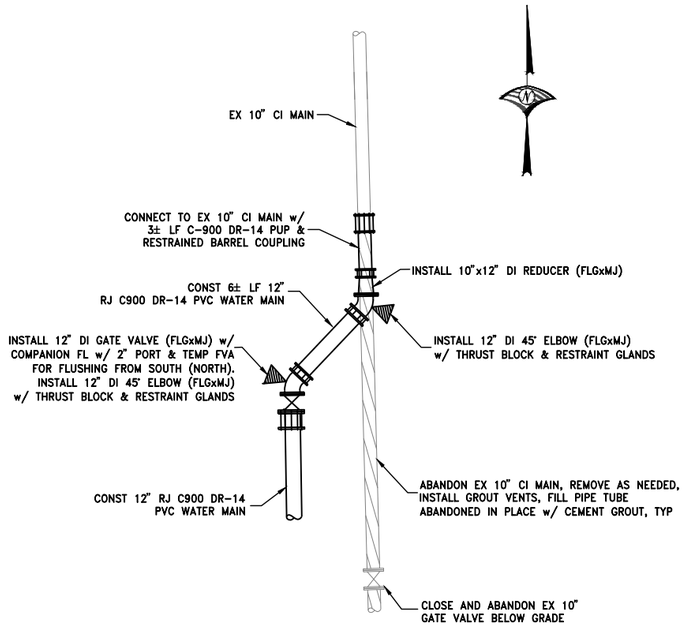
CITY OF BISHOP

IMPROVEMENT PLANS FOR
WEST LINE STREET WATER MAIN REPLACEMENT
ISOLATION VALVE DETAILS

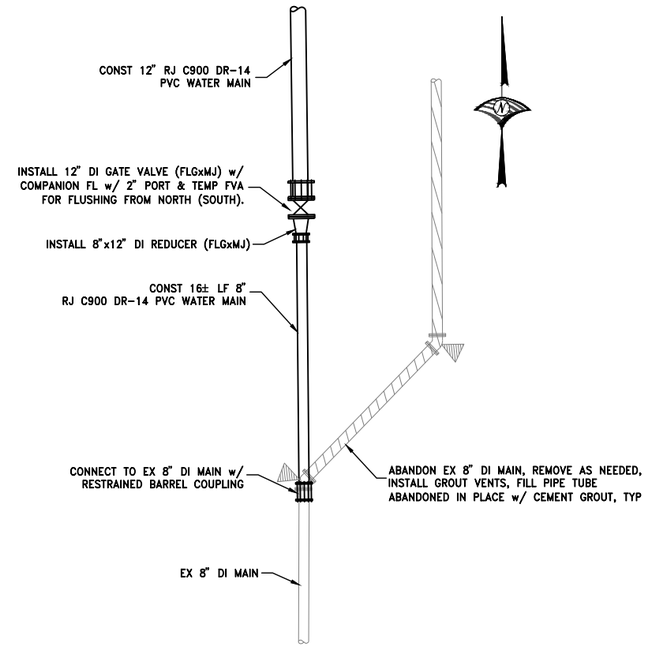
PROJECT NO.
8715.001

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IVD-1 157

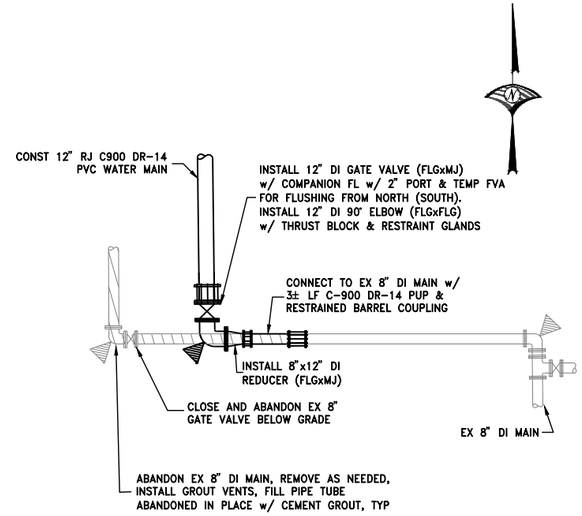
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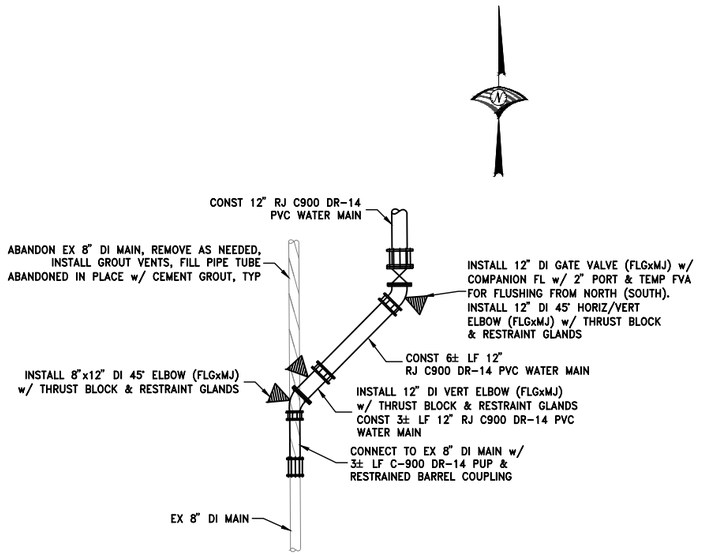
1 WD1 **WATER CONSTRUCTION DETAIL (HOME ST)**
SCALE: 1"=5'



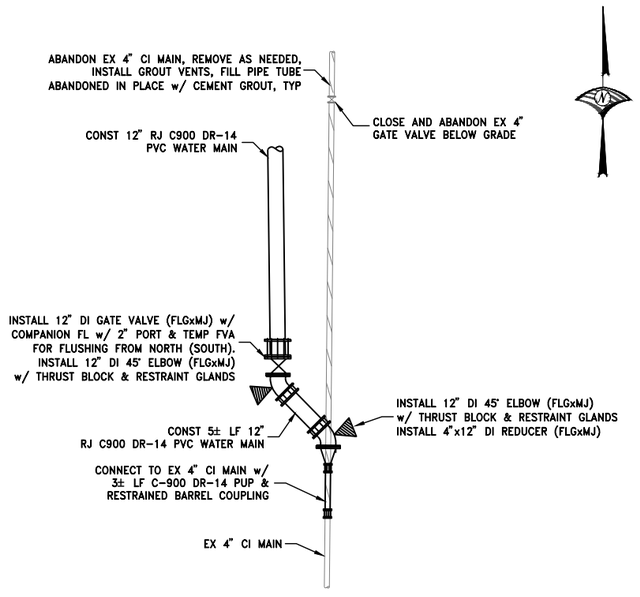
2 WD1 **WATER CONSTRUCTION DETAIL (IRIS ST)**
SCALE: 1"=5'



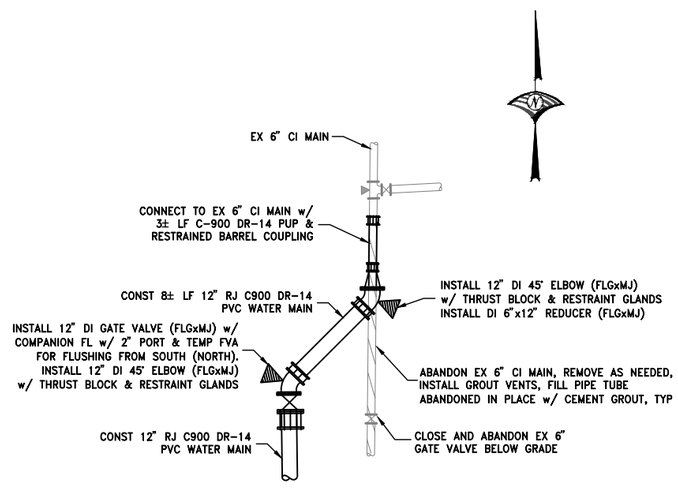
3 WD1 **WATER CONSTRUCTION DETAIL (EDWARD ST)**
SCALE: 1"=5'



4 WD1 **WATER CONSTRUCTION DETAIL (FULTON ST)**
SCALE: 1"=5'



5 WD1 **WATER CONSTRUCTION DETAIL (FOWLER ST-SOUTH)**
SCALE: 1"=5'



6 WD1 **WATER CONSTRUCTION DETAIL (FOWLER ST-NORTH)**
SCALE: 1"=5'

BID SUBMITTAL

NO.	DESCRIPTION	DATE

DATE: FEBRUARY 2026
SCALE: 1"=5'
DRAWN BY: LJM
DESIGNED BY: MAB
CHECKED BY: MAD

REGISTERED PROFESSIONAL ENGINEER
MEGAN BERRY
No. C97493
Exp. 6/30/2027
CIVIL
STATE OF CALIFORNIA
2/2/26

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CITY OF BISHOP

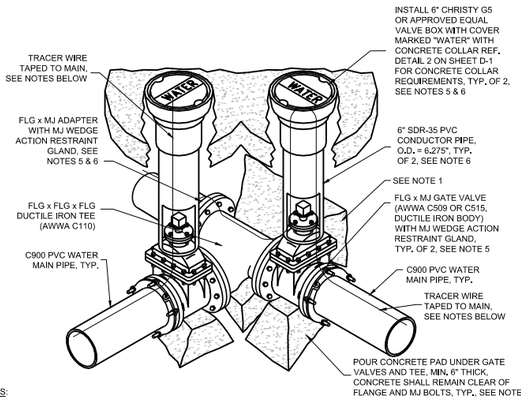
IMPROVEMENT PLANS FOR
WEST LINE STREET WATER MAIN REPLACEMENT

WATER CONSTRUCTION DETAILS

PROJECT NO.
8715.001

DRAWING
WD-1 158

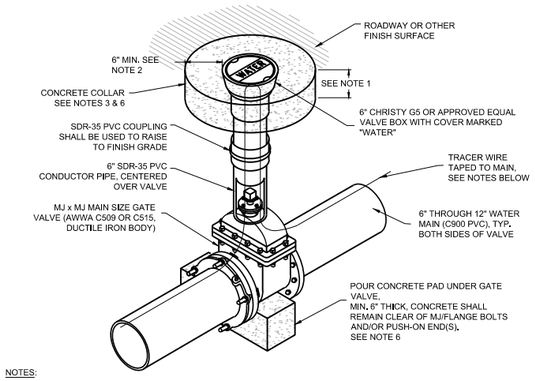
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NOTES:

1. REFERENCE DETAIL 3 ON SHEET D-1 FOR THRUST BLOCK SIZING AND REQUIREMENTS.
2. ALL BOLTS AND EXPOSED METAL SHALL BE COATED WITH BRUSHED-ON MASTIC.
3. TEE, VALVES, FITTINGS, DUCTILE IRON PIPE AND OTHER METAL PARTS SHALL BE ENCASED WITH POLYETHYLENE WRAP PER AWWA C105.
4. ALL CONCRETE CONSTRUCTION AND MATERIALS SHALL CONFORM TO SECTION 73 OF THE LATEST EDITION OF THE CALTRANS STANDARD SPECIFICATIONS.
5. POSITION OF FLG x MJ VALVE (RUN) AND FLG x MJ ADAPTER MAY SWITCH, REFERENCE WATER IMPROVEMENT PLANS.
6. AN ADDITIONAL FLG x MJ VALVE MAY BE REQUIRED IN LIEU OF FLG x MJ ADAPTER, REF. WATER IMPROVEMENT PLANS.
7. TRACER WIRE SHALL BE #14 COPPER CLAD STAINLESS STEEL CORE WITH 30 MILS BLUE HDPE INSULATION.
8. ALL WIRE SPLICES SHALL BE MADE USING A SPLIT BOLT CONNECTOR WRAPPED WITH AQUASEAL AND ELECTRICAL TAPE.
9. PRIOR TO ACCEPTANCE OF WATER MAIN, THE CONTRACTOR SHALL PERFORM A CONTINUITY TEST ON THE INSTALLED TRACER WIRE SYSTEM.
10. WHERE DIRECTED, TRACER WIRE SHALL BE PLACED WITH ALL WITH ALL SERVICE LINES AND SHALL BE EXTENDED INTO THE METER BOX AND SHALL EXTEND 12 INCHES ABOVE GROUND. CONNECT TO MAIN TRACER WIRE AS SPECIFIED IN NOTE 2.

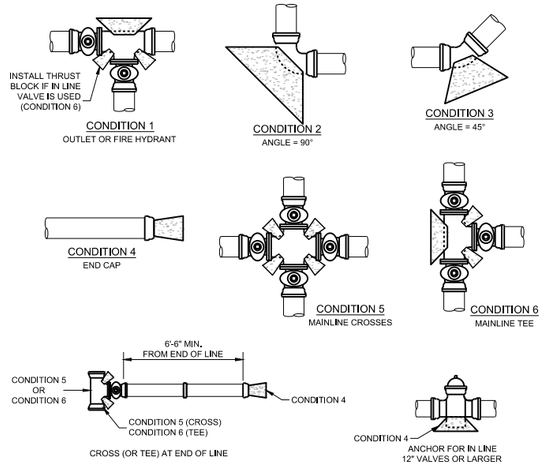
1 / D-1 DISTRIBUTION BRANCH INSTALLATION FLANGED TEES - FLG x MRJ GATE VALVES
N.T.S.



NOTES:

1. CONCRETE COLLAR SHALL BE MINIMUM 6-INCHES THICK OR MATCH PAVEMENT THICKNESS, WHICHEVER IS GREATER, UNLESS OTHERWISE SPECIFIED.
2. FOR MULTIPLE VALVE/RISER BOXES IN CLOSE PROXIMITY, A MONOLITHIC CONCRETE COLLAR MAY BE POURED.
3. ALL BOLTS AND EXPOSED METAL SHALL BE COATED WITH BRUSHED-ON MASTIC.
4. GATE VALVE, DUCTILE IRON PIPE, AND OTHER METAL PARTS SHALL BE ENCASED WITH POLYETHYLENE WRAP PER AWWA C105.
4. ALL CONCRETE CONSTRUCTION AND MATERIALS SHALL CONFORM TO SECTION 73 OF THE LATEST EDITION OF THE CALTRANS STANDARD SPECIFICATIONS.
5. TRACER WIRE SHALL BE #14 COPPER CLAD STAINLESS STEEL CORE WITH 30 MILS BLUE HDPE INSULATION.
6. ALL WIRE SPLICES SHALL BE MADE USING A SPLIT BOLT CONNECTOR WRAPPED WITH AQUASEAL AND ELECTRICAL TAPE,
7. PRIOR TO ACCEPTANCE OF WATER MAIN, THE CONTRACTOR SHALL PERFORM A CONTINUITY TEST ON THE INSTALLED TRACER WIRE SYSTEM.
8. WHERE DIRECTED, TRACER WIRE SHALL BE PLACED WITH ALL SERVICE LINES AND SHALL BE EXTENDED INTO THE METER BOX AND SHALL EXTEND 12 INCHES ABOVE GROUND. CONNECT TO MAIN TRACER WIRE AS SPECIFIED IN NOTE 2.

2 / D-1 DISTRIBUTION BRANCH INSTALLATION IN-LINE MRJ x MRJ GATE VALVES
N.T.S.

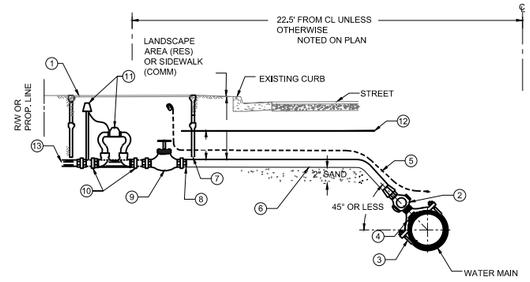


NOTES:

1. SIZE THRUST BLOCK ACCORDING TO THE LARGEST OUTLET DIAMETER ON TEE OR CROSS.
2. ALL THRUST BLOCK BEARING FACES SHALL BE POURED AGAINST UNDISTURBED SOIL OR APPROVED COMPACTED BACKFILL.
3. ALL CONCRETE CONSTRUCTION AND MATERIALS SHALL CONFORM TO SECTION 73 OF THE LATEST EDITION OF THE CALTRANS STANDARD SPECIFICATIONS.

THRUST BLOCK BEARING AREA IN SQ. FT.						
	CONDITION					
PIPE SIZE	1	2	3	4	5 (EACH)	6 (EACH)
6"	3.0	4.0	2.5	3.0	1.5	2.5
8"	5.5	8.0	4.0	5.5	3.0	4.0
10"	9.0	12.0	6.5	9.0	4.5	6.5
12"	13.0	18.0	9.0	13.0	6.5	9.0

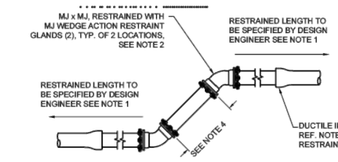
3 / D-1 THRUST BLOCK DETAILS
N.T.S.



NOTES:

1. WATER METER BOX, CHRISTY N16, OR APPROVED EQUAL WITH DUCTILE IRON LID MARKED "WATER". LID SHALL HAVE A SINGLE PROBE HOLE RECESSED 5/8" TO ALLOW FOR FLUSH MOUNT OF READER.
2. CORPORATION STOP MIPxCOMP MUELLER B-25028 OR APPROVED EQUAL.
3. SERVICE SADDLE. SMITH BLAIR 317 OR APPROVED EQUAL.
4. NEOPRENE OR RUBBER GASKET.
5. LOCATOR WIRE. CONNECT TO WIRE FOR WATER MAIN.
6. CTS POLY PIPE 200 PSI WESFLEX FOLD LABEL OR APPROVED EQUAL, SEE PLAN FOR SIZE.
7. EXTENSION BOX. NOTCHED FOR SERVICE ASSEMBLY.
8. CTSxMIP ADAPTER. MUELLER 15428 OR APPROVED EQUAL.
9. FOR METER BOX COMPANY 1" FIPxMIP CURB STOP WITH PADLOCK WING MODEL B11-444W-NL OR APPROVED EQUAL.
10. MUELLER TAIL PIECE H10890 OR APPROVED EQUAL.
11. NEPTUNE R900i T-10 WITH INTEGRATED RADIO WATER METER. METER AND READER SUPPLIED BY COB. SEE PLAN FOR SIZE.
12. BLUE WARNING TAPE.
13. CONNECT TO EXISTING SERVICE, CAP END IF NO EXISTING SERVICE.
14. ALL POLY PIPE REQUIRES STIFFENERS.

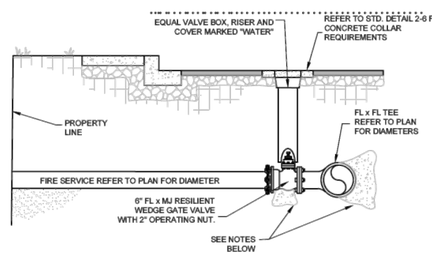
4 / D-1 WATER METER
N.T.S.



NOTES:

1. ALL RESTRAINED JOINT PIPING SHALL BE C900 PVC, UNLESS OTHERWISE SPECIFIED ON THE PLANS. RESTRAINED LENGTHS OUTSIDE OUTERMOST ELBOWS SHALL BE CALCULATED BY THE DESIGN ENGINEER AND SPECIFIED ON THE WATER IMPROVEMENT PLANS.
2. RESTRAINED JOINT FITTINGS SHALL BE MECHANICAL JOINT (MJ) DUCTILE IRON RESTRAINED WITH MECHANICAL JOINT WEDGE ACTION RESTRAINT GLANDS.
3. BELL AND SPIGOT PUSH-ON JOINTS SHALL BE RESTRAINED USING RUBBER GASKETS WITH STAINLESS STEEL LOCKING SEGMENTS VULCANIZED INTO THE RUBBER GASKET.
4. PIPING BETWEEN ELBOWS MUST ALSO BE RESTRAINED.
5. ALL BOLTS AND EXPOSED METAL SHALL BE COATED WITH BRUSHED-ON MASTIC.
6. FITTINGS, DUCTILE IRON PIPE, AND OTHER METAL PARTS SHALL BE ENCASED WITH POLYETHYLENE WRAP PER AWWA C105.

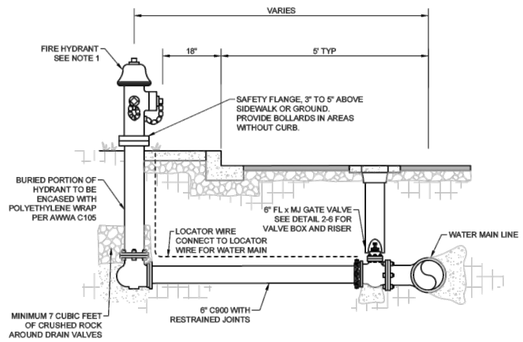
REVISION	DATE	APPROVED BY PUBLIC WORKS DIRECTOR	STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION	DRAWING No.
		DATE	DISTRIBUTION BRANCH INSTALLATION - VERTICAL ELBOWS	2-5
				SCALE: NOT TO SCALE



NOTES:

1. REFERENCE THE SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND THE CITY OF BISHOP FIRE DEPARTMENT FOR REQUIRED PIPE MATERIALS. POLYETHYLENE WRAP TO BE USED ON ALL DUCTILE IRON PIPE AND FITTINGS PER AWWA C105.
2. REFER TO PLAN FOR ACTUAL DIAMETER AND LENGTH FOR FIRE SERVICE LATERAL.
3. KEEP A MINIMUM OF 2" CLEARANCE BETWEEN FLANGES/BOLTS AND CONCRETE.
4. ALL EXPOSED METAL MUST BE COATED AND WRAPPED.
5. REFER TO STANDARD DETAIL 2-11 FOR THRUST BLOCK REQUIREMENTS.

REVISION	DATE	APPROVED BY PUBLIC WORKS DIRECTOR	STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION	DRAWING No.
		DATE	FIRE HYDRANT SERVICE OFF OF NEW MAINS	2-9
				SCALE: NOT TO SCALE



NOTES:

1. FIRE HYDRANT TO CONFORM WITH AWWA SPECIFICATION C-502, MUELLER, CENTURION, MJ 5-¼" MAIN VALVE OPENING, A-423 (DRY BARREL) WITH TWO 2-½" AND ONE 4" NS THREADED NOZZLES. ABOVE GROUND PORTION TO BE PAINTED SAFETY YELLOW.

REVISION	DATE	APPROVED BY PUBLIC WORKS DIRECTOR	STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION	DRAWING No.
		DATE	FIRE HYDRANT ASSEMBLY	2-10A
				SCALE: NOT TO SCALE

TYPE OF PIPE	6" C900 PVC (C900) 6" DUCTILE IRON (DI)		6" TRANSITE (AC) ROUGH BARREL CLASS 100/150/200	
6" C900 PVC (C900)	HYMAX COUPLING PART NO. 2000-0768-260	LOW RANGE (C900, DI) 6.42 - 7.05 LOW RANGE (C900, DI) 6.42 - 7.05	HYMAX COUPLING PART NO. 2000-0768-260	HIGH RANGE (AC) 7.01 - 7.68 LOW RANGE (C900, DI) 6.42 - 7.05

TYPE OF PIPE	8" C900 PVC (C900) 8" DUCTILE IRON (DI)		8" TRANSITE (AC) ROUGH BARREL CLASS 100/150/200	
8" C900 PVC (C900)	HYMAX COUPLING PART NO. 2000-0984-260	LOW RANGE (C900, DI) 8.54 - 9.17 LOW RANGE (C900, DI) 8.54 - 9.17	HYMAX COUPLING PART NO. 2000-0984-260	HIGH RANGE (AC) 9.13 - 9.84 LOW RANGE (C900, DI) 8.54 - 9.17

TYPE OF PIPE	10" C900 PVC (C900) 10" DUCTILE IRON (DI)		10" TRANSITE (AC) ROUGH BARREL CLASS 100/150		10" TRANSITE (AC 200) ROUGH BARREL - CLASS 200	
10" C900 PVC (C900)	HYMAX COUPLING PART NO. 2000-1220-260	LOW RANGE (C900, DI) 10.96 - 11.63 LOW RANGE (C900, DI) 10.96 - 11.63	HYMAX COUPLING PART NO. 2000-1220-260	HIGH RANGE (AC) 10.96 - 11.63 LOW RANGE (C900, DI) 10.96 - 11.63	HYMAX COUPLING PART NO. 2000-1220-260	HIGH RANGE (AC 200) 11.59 - 12.26 LOW RANGE (C900, DI) 10.96 - 11.63

TYPE OF PIPE	12" C900 PVC (C900) 12" DUCTILE IRON (DI)		12" TRANSITE (AC) ROUGH BARREL CLASS 100/150/200	
12" C900 PVC (C900)	HYMAX COUPLING PART NO. 2000-1441-260	LOW RANGE (C900, DI) 13.15 - 13.78 LOW RANGE (C900, DI) 13.15 - 13.78	HYMAX COUPLING PART NO. 2000-1441-260	HIGH RANGE (AC) 13.74 - 14.41 LOW RANGE (C900, DI) 13.15 - 13.78

NOTES:

1. COUPLINGS SHALL BE HYMAX 2000 SERIES COUPLINGS AS MANUFACTURED BY TOTAL PIPING SOLUTIONS, INC. OR COB APPROVED EQUIVALENT.
2. SNAP MACHINED END OFF TRANSITE (AC) PIPE TO EXPOSE ROUGH BARREL. INSTALL COUPLING ON ROUGH BARREL SECTION OF TRANSITE PIPE.
3. FIELD MEASURE ACTUAL PIPE O.D. PRIOR TO ORDERING COUPLING. FOR OTHER TYPES OF PIPE NOT LISTED IN THE CHARTS BELOW AND/OR PIPE O.D.'S WHICH MAY DIFFER FROM THOSE LISTED BELOW, CONSULT MANUFACTURER'S SIZING CHART.

REVISION	DATE	APPROVED BY PUBLIC WORKS DIRECTOR	STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION	DRAWING No.
		DATE	DISTRIBUTION BRANCH INSTALLATION TRANSITION FITTINGS	2-4
				SCALE: NOT TO SCALE

BID SUBMITTAL

NO.	DESCRIPTION	DATE

DATE: FEBRUARY 2026
SCALE:
DRAWN BY: DAB
DESIGNED BY: MAB
CHECKED BY: MAD

REGISTERED PROFESSIONAL ENGINEER MEGAN BERRY No. C97493 Exp. 6/30/2027 CIVIL STATE OF CALIFORNIA
2/2/26

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C Street, Bldg. 100B
Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767
5361 Corporate Blvd
Reno, NV 89502
Tel 775.823.4068
FAX 775.823.4066

CITY OF BISHOP

IMPROVEMENT PLANS FOR
WEST LINE STREET WATER MAIN REPLACEMENT
CIVIL DETAILS

PROJECT NO. 8715.001

DRAWING D-1

\\8715_City Of Bishop\1001_W Line Water Main Replacement\Civil\Dwg\CBI_BWL_C001.dwg 2/2/2026 11:39 AM Megan Berry

DETOUR SIGNS CODE AND SIZE:

M5-1L (30" x 21")	NORTH M3-1 (24" x 12")	END DETOUR M4-8a (24" x 18")
M5-1R (30" x 21")	EAST M3-2 (24" x 12")	168 G28-2 (CA) (36" x 36")
M6-1L (30" x 21")	SOUTH M3-3 (24" x 12")	US 395 G26-2 (CA) (36" x 36")
M6-1R (30" x 21")	WEST M3-4 (24" x 12")	
M6-3 (30" x 21")	DETOUR M4-8 (30" x 15")	

LEGEND:

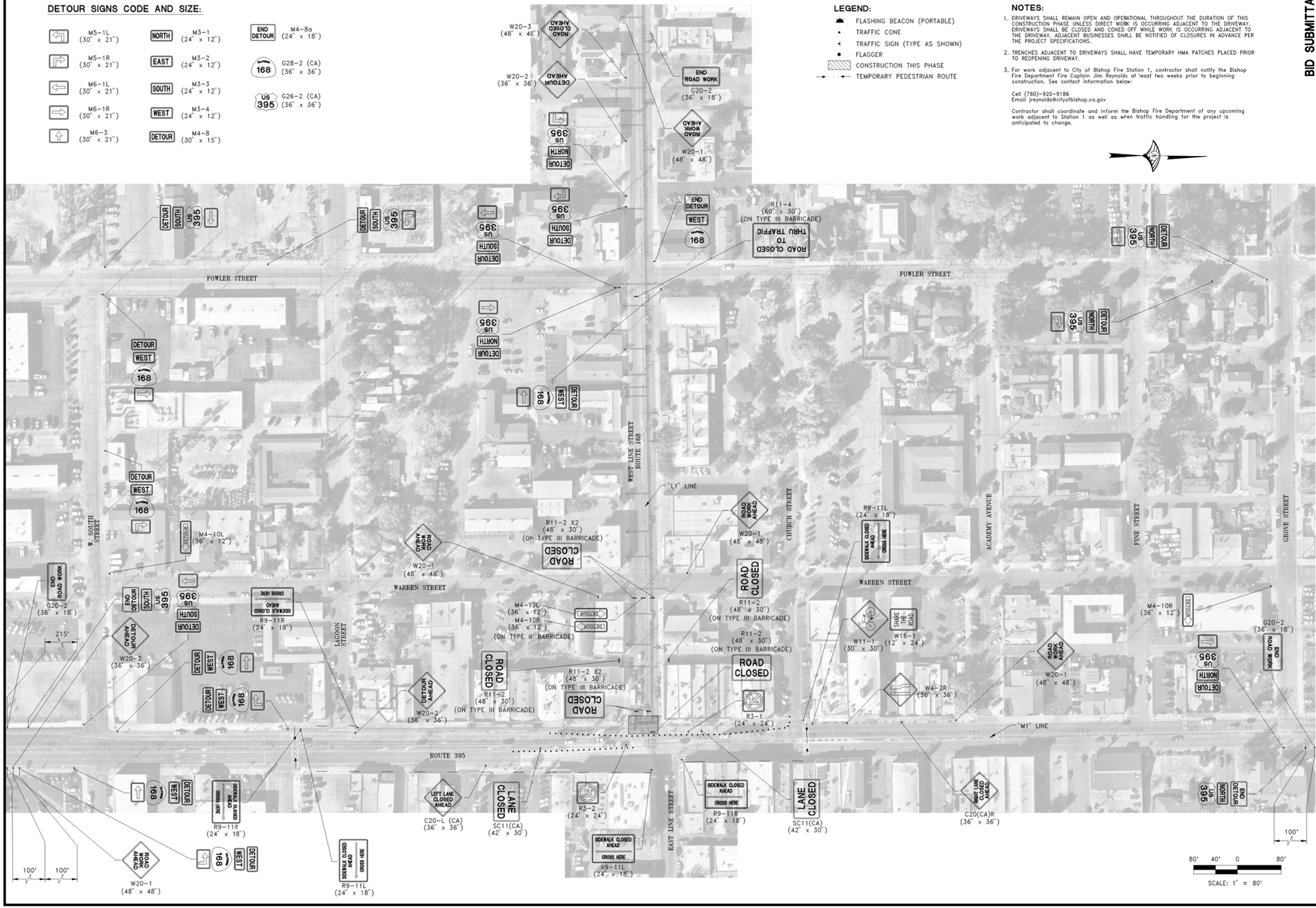
- FLASHING BEACON (PORTABLE)
- TRAFFIC CONE
- TRAFFIC SIGN (TYPE AS SHOWN)
- FLAGGER
- CONSTRUCTION THIS PHASE
- TEMPORARY PEDESTRIAN ROUTE

NOTES:

1. DRIVEWAYS SHALL REMAIN OPEN AND OPERATIONAL THROUGHOUT THE DURATION OF THIS CONSTRUCTION PHASE UNLESS DIRECT WORK IS OCCURRING ADJACENT TO THE DRIVEWAY. DRIVEWAYS SHALL BE CLOSED AND CONED OFF WHILE WORK IS OCCURRING ADJACENT TO THE DRIVEWAY. ADJACENT BUSINESSES SHALL BE NOTIFIED OF CLOSURES IN ADVANCE PER THE PROJECT SPECIFICATIONS.
2. TRENCHES ADJACENT TO DRIVEWAYS SHALL HAVE TEMPORARY HMA PATCHES PLACED PRIOR TO REOPENING DRIVEWAY.
3. For work adjacent to City of Bishop Fire Station 1, contractor shall notify the Bishop Fire Department Fire Captain Jim Reynolds at least two weeks prior to beginning construction. See contact information below:

   Cell (760)-920-9186
   Email jreynolds@cityofbishop.co.gov

   Contractor shall coordinate and inform the Bishop Fire Department of any upcoming work adjacent to Station 1 as well as when traffic handling for the project is anticipated to change.



BID SUBMITTAL

NO.	DESCRIPTION	DATE

DATE: FEBRUARY 2026
SCALE: 1"=80'
DRAWN BY: DAB
DESIGNED BY: MAB
CHECKED BY: MAD

REGISTERED PROFESSIONAL ENGINEER
MEGAN BERRY
No. C97493
Exp. 6/30/2027
CIVIL
STATE OF CALIFORNIA
2/2/26

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 Corporate Blvd
Reno, NV 89502
Tel 775.823.4068
Fax 775.823.4066

CITY OF BISHOP

IMPROVEMENT PLANS FOR
WEST LINE STREET WATER MAIN REPLACEMENT
TRAFFIC HANDLING PLAN PHASE 2

PROJECT NO. 8715.001

DRAWING TH-2

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Agenda Item: 15.A
Date of Meeting: February 9, 2026
Department: Administration

STAFF REPORT

To:	City Council
From:	Robin Picken
Subject:	**Public Hearing and Adoption of a Resolution Amending and Restating Certain Fees and Charges for Fiscal Year 2026-2027 City Services**
Prepared On:	January 20, 2026
Attachments:	Notice of Public Hearing Staff Memorandum on Potential Changes Proposed Resolution Amending and Restating Certain Fees and Charges

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Background/History:
Each year all departments are requested to review fees and charges to determine if they cover the full costs reasonably borne for providing those services.

As part of the process, holding a public hearing and providing proposed changes to the public are required by Chapter 3.22 of the Bishop Municipal Code. The Council will conduct a public hearing at today's February 9, 2026 regular meeting to hear and consider public input on amending and restating certain fees and charges for City services.

Proposed changes for Fiscal Year 2026-2027 were submitted by the Community Services/Parks and Recreation Department.

As noticed, after the City Council closes the Public Hearing, the City Council will consider adopting the proposed resolution amending and restating certain fees and charges for City services. Pursuant to Bishop Municipal Code Section 3.22.040 B, fees and charges will be effective in sixty (60) days after adoption and execution of an executive order by the City Administrator and no written appeal has been filed. The Community Services/Parks and Recreation fees and charges will be effective April 10, 2026 following the sixty (60) days as stipulated. Fees and charges for all other departments, unless otherwise dictated by state or federal law, will not be effective until July 1, 2026. Existing fees and charges shall remain in effect and unchanged until these dates.

Analysis/Discussion:
Please refer to the staff memorandum attached outlining the proposed changes to the Fiscal Year 2026-2027 fees and charges schedule.

Impacts to Council Goals and Strategic Planning Priorities:

Impacts to Council Goals and Strategic Planning Priorities:
Meets Strategic Plan Mission 3: Sustain public infrastructure by ensuring its safety, functionality, and sustainability while improving residents' and visitors' overall quality of life.

Budget Impacts:
Unless otherwise dictated by state or federal law, if the proposed resolution amending and restating certain fees and charges for Fiscal Year 2026-2027 is adopted on February 9, 2026 the proposed departmental fees from the Community Services/Parks and Recreation Department will be effective April 10, 2026, and all other departments will become effective July 1, 2026.

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

Recommended Action:
Council will hold a public hearing to hear and consider public input on amending and restating certain fees and charges for Fiscal Year 2026-2027 City services.

At the close of the public hearing, Council will consider approving the adoption of the proposed resolution by title only.

Approved By: Ethan Aukee 1/29/2026
Approved By: Robin Picken 1/30/2026
Approved By: Pam Foster 2/4/2026
Approved By:

NOTICE OF PUBLIC HEARING
CITY OF BISHOP FEES AND CHARGES

NOTICE IS HEREBY GIVEN that the Bishop City Council will hold a public hearing at their regular meeting on Monday, February 9, 2026 at 6:00 p.m. in the Bishop City Council Chambers located at 301 West Line Street, Bishop, to hear and consider citizen input on proposed amendments to fees and charges for city services established by resolution.

Departmental staff reports of the proposed increases and decreases in fees and charges are available for public review at City Hall, 377 West Line Street, Bishop, California, and the City's website at www.cityofbishop.ca.gov.

PROPOSED FEES AND CHARGES:

Community Services/Parks and Recreation – Changes in fees and charges have been proposed under the Community Services/Parks and Recreation Fees: PR-1 Ball Field Reservation with lights, Reservation without lights; PR-4 Tennis Courts without lights; PR-8 Public Swim – Youth, Children under 3 years of age Free with Paying Adult; PR-14 Memorial Tree Program.

Any persons wishing to comment are invited to attend said hearing, or send written comments to the City Council, 377 West Line Street, Bishop, California 93514 on or before the time of said hearing. Any questions can be directed to the Administration Department at 760-873-5863 Extension 124.

Published: January 29, 2026 and February 5, 2026

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

To: Robin Picken, City Clerk
From: Dan McElroy, Community Services Manager
Subject: Community Services/Parks and Recreation Proposed Changes to Fiscal Year 2026-2027 Fees and Charges
Date: 1/20/2026

General:
It has been requested to update the current Fees and Charges as stated below.

Community Services/Parks and Recreation
The Community Services/Parks and Recreation Department is requesting the following adjustments to the Fees and Charges Schedule. Due to the installation of additional field lights on Field 3, and change in use with the less expensive LED lighting will result in a decrease in use on Field 1 allowing for a rate decrease. A request is also made to add defined verbiage to Youth Swim Fees and a change in the Memorial Tree program fees to adjust for fluctuating costs of trees allowed for purchase within the boundaries of this program.

PARKS AND RECREATION

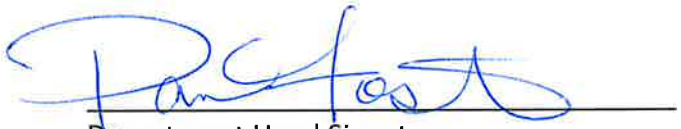
No.	Title/Description	Fees/Charges
PR-1	Ball Field Reservation with lights Reservation without lights	~~$25.00~~ $15.00 an hour $10.00 - 2 hour maximum
PR-4	Tennis Courts without lights	$10.00 – 2 hour maximum
PR-8	Public Swim – Youth (Add Verbiage) Children under 3 years of age Free with Paying Adult	$6.00 $50.00-10 Passes
PR-14	Memorial Tree Program	~~$375~~ $200 plus actual cost of tree purchase

DEPARTMENT EXECUTIVE ORDER

FEE AND SERVICE CHARGE REVENUE / COST COMPARISON SYSTEM

I HEREBY CERTIFY that the department has complied with all provisions of the Bishop Municipal Code Chapter 3.22 Fee and Service Charge Revenue/Cost Comparison System in determining the fees and charges for Community Services Department services for Fiscal Year 2026-2027.

It has been determined the fees and charges for Community Services Department services do not exceed the costs reasonably borne.



Department Head Signature

Community Services Department
Department

January 20, 2026
Date Submitting Proposed Changes



Pam Foster, City Administrator

RESOLUTION NO. 2026-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, AMENDING AND RESTATING CERTAIN FEES AND CHARGES FOR CITY SERVICES

WHEREAS, the City of Bishop has conducted an extensive and exhaustive analysis of its services, the costs reasonably borne of providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services; and

WHEREAS, the City wishes to comply with both the letter and the spirit of Article XIIIB of the California Constitution and limit the growth of taxes; and

WHEREAS, the City desires to establish a policy of recovering the full costs reasonably borne of providing special services of a voluntary and limited nature, such that general taxes are not diverted from general services of a broad nature and thereby utilized to subsidize unfairly and inequitably such services; and

WHEREAS, heretofore the City Council adopted Ordinances No. 479 and No. 507 establishing its policy as to the recovery of costs reasonably borne to be recovered from users of City services; adopted Ordinance No. 538 updating Section 3.22.040 Schedule of fees and service charges; and directed staff as to the methodology for implementing said Ordinances; and

WHEREAS, the specific fees to be charged for services must be adopted by the City Council by Resolution, after providing notice and holding a public hearing; and

WHEREAS, a schedule of fees and charges to be paid by those requesting such special services must be adopted so that the City might carry into effect its policies; and

WHEREAS, it is the intention of the City Council to develop a revised schedule of fees and charges based on the City's budget and projected costs reasonably borne; and

WHEREAS, pursuant to California Government Code § 66016 the required information on proposed new or increased fees or services charges was provided by mail and available for general public review as required by state law and Bishop Municipal Code Section 3.22.060; and

WHEREAS, all requirements of law are hereby found to have been complied with;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP finds after considering the evidence presented, that the fees imposed hereby do not exceed the City's costs reasonably borne.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP DOES RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. FEE SCHEDULE ADOPTION. The following schedule of fees and charges are hereby directed to be computed by and applied by the various City departments, and to be collected by the appropriate department or the City Finance Department for the herein listed special services when provided by the City or its designated contractors.

SECTION 2. SEPARATE FEE FOR EACH PROCESS. All fees set by this resolution are for each identified process; additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per-unit-of-measurement basis, the fee is for each identified unit or portion thereof within the indicated ranges of such units.

SECTION 3. FEES. The fees shall be charged and collected for the enumerated services as indicated in Exhibit “A”.

SECTION 4. INTERPRETATIONS. This Resolution may be interpreted by the several City department heads in consultation with the City Administrator; should there be a conflict between two fees, then the lower in dollar amount of the two shall be applied.

SECTION 5. CONSTITUTIONALITY. If any portion of this Resolution is declared invalid or unconstitutional then it is the intention of the City Council to have passed the entire Resolution and all its component parts, and all other sections of this Resolution shall remain in full force and effect.

SECTION 6. REPEALER. All resolutions and other actions of the City Council in conflict with the contents of this Resolution are hereby repealed.

SECTION 7. EFFECTIVE DATE. This Resolution shall go into full force and effect immediately. Pursuant to Bishop Municipal Code Section 3.22.040 B, fees and charges will be effective in sixty (60) days after adoption and execution of an executive order by the City Administrator and no written appeal has been filed. Existing fees and charges shall remain in effect and unchanged until the rates set forth in this resolution go into effect.

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

_____
Stephen Muchovej, Mayor

ATTEST: _____
Robin Picken, City Clerk

EXHIBIT “A”

CITY OF BISHOP FEES AND CHARGES
FISCAL YEAR 2025-2026

ADMINISTRATION & FINANCE SERVICES

No.	Title/Description	Fees/Charges
AF-1	New/Moved Business Application Process	-0-
AF-2	Business License Fees	
	Four Employees or less and not otherwise specified	$44.00 annually
	Five Employees, less than ten, and not otherwise specified	$124.00 annually
	Ten Employees or more and not otherwise specified	$204.00 annually
	Having no Fixed or Permanent Residence in City which conducts business daily in the City	$54.00 annually per vehicle/or person
	Having no Fixed or Permanent Residence in City which does not conduct business daily in the City	$54.00 daily or $400.00 annually each vehicle/or person
	Amusements Generally	$204.00 annually
	Bowling Alleys	$44.00 annually per alley
	Public Dancing	$204.00 annually
	Circuses, Carnivals, etc.	$54.00 per day
	Contractors and Subcontractors	$104.00 annually
	Itinerant Locksmiths, Tool Sharpeners, etc.	$3.50 per day or $104.00 annually
	Pool Halls, Social Clubs, etc.	$17.00 annually each pool table and $104.00 annually for each card table
	Professions	$44.00 annually
	Sound Trucks, Loud Speakers with permanent place of business in City	$104.00 annually
	Out of City	$13.50 per day or $204.00 annually
	Past Due Business License Penalty	10% per month
AF-3	Bingo Fees	$15.00 annually
AF-4	New T.O.T. Registration Certificate	-0-
	FEE AND CHARGES KEY: * = Annually; ** = One Time Fee	

No.	Title/Description	Fees/Charges
AF-5	Returned Check (NSF) Processing/Charge Back Fee	$25.00 each
AF-6	Printed Materials/Map Production Sale	$1.00 page
AF-7	Document Certification/Copying	$.10 per page
AF-8	Records Research Service	Actual Cost
AF-9	City Code and Zoning Code Update	-0-
AF-10	Agenda/Minutes Mailing Service	-0-
AF-11	City Meeting Recording Copies	Actual Cost
AF-12	Short Term Rental Application Fee	$314 annually
AF-13	Administrative Fines - The administrative fine for the first offense of the City's Municipal Code shall be up to $100; up to $200 for the second offense within the same year, and up to $500 for each additional offense within the same year. (Pursuant to Resolution 2019-02)	Up to $100.00 Up to $200.00 Up to $500.00
AF-14	Vacant Building Registration Processing Fee	$75.00 at time of submission and renewal
AF-15	Vacant Building Monitoring Fee	$75.00 at time of submission and quarterly

COMMUNITY SERVICES

No.	Title/Description	Fees/Charges
CS-1	Auditorium Rental	$50.00 First 4 hours $10.00/hour each additional hour
CS-2	Council Chambers Rental	$75.00 First 4 hours $15.00/hour each additional hour
CS-3	Conference Room Rental	$35.00 First 4 hours $5.00/hour each additional hour
CS-4	Outside Grounds Rental (Set up, Clean up, Supplies & Service)	$50.00 per rental ADDITIONAL - $10 For Electricity Outlet access
CS-5	Weddings	$150.00 per rental and a $50.00 refundable deposit
	FEE AND CHARGES KEY: * = Annually; ** = One Time Fee	

PARKS AND RECREATION

No.	Title/Description	Fees/Charges
PR-1	~~Softball Lights~~ Ball Field Reservation with lights Reservation without lights	~~$25.00 an hour~~ $15.00 an hour $10.00 - 2 hour maximum
PR-2	Tennis Lights	$8.00 per hour/time clock
PR-3	Softball/Baseball Tournaments (includes marking fields and lights)	$300.00 per tournament
PR-4	~~Tennis Courts~~ Tennis Courts without lights	~~-0-~~ $10.00 – 2 hour maximum
PR-5	League Play	Actual Cost
PR-6	Pool Rental	$100.00 hour/plus cost of aquatic personnel
PR-7	Swim Classes	$70.00 for 8 sessions
PR-8	Public Swim – Youth (Add Verbiage) Children under 3 years of age Free with Paying Adult	$6.00 daily rate $50.00-10 Use Pass
	Public Swim – Adult	$9.00 daily rate $40.00– 5 Use Pass
	Public Swim – Family Pass	$80.00– 18 Use pass
PR-9	Water Fitness Pass (Lap Swim and Aerobic classes)	$6.00 daily rate $100.00– 20 Use Pass
PR-10	Special City Sponsored Recreation Activities	Actual Cost
PR-11	Set up/Clean up Services (Electrical, Tables, Etc.)	Actual Cost
PR-12	City Park Vendor/Exhibitor Fees/Mule Days	$30.00 per space $55.00 per camp space
	City Park Vendor/Exhibitor Fees/Labor Day	$20.00 per space $55.00 per camp space
PR-13	Park Development Impact Fees	-0-
PR-14	Memorial Tree Program	~~$375 per Memorial Tree with plaque~~ $200 plus actual cost of tree purchase
	FEE AND CHARGES KEY: * = Annually; ** = One Time Fee	

PUBLIC SAFETY

No.	Title/Description	Fees/Charges
PS-1	Check Collection Fee	$25.00**
PS-2	Impound Fee	$125.00**
PS-3	Fingerprints Rolling either by paper and ink; or electronic Live Scan	$25.00**
PS-4	Report Copying – Accident Report Report Copying – Other Reports	$10.00** $10.00**
PS-5	Booking Fees	$130.00**
PS-6	Repossession Processing	$15.00**
PS-7	Parking Fines pursuant to Bishop Municipal Code Title 10 – Vehicles and Traffic Chapter 10.28 Sections 10.28.020 -10.28.200	$30.00 each violation
PS-8	Handicapped Parking Violations	$255.00**
PS-9	Burning Permit Fee	-0-
PS-10	<NO ASSIGNED FEE>	-0-
PS-11	<NO ASSIGNED FEE>	-0-
PS-12	<NO ASSIGNED FEE>	-0-
PS-13	<NO ASSIGNED FEE>	-0-
PS-14	Public Safety Development Impact Fees	-0-
PS-15	Criminal History Check Pursuant to California Family Code 6306	$10.00**
PS-16	Witness Fees-Civil Proceedings Pursuant to California Government Code 68097	$275.00 or actual costs, whichever is greater.
PS-17	Long Term Parking Permits – for six (6) month periods	$200 - Up to 20 feet long $250 - 20 to 40 feet long $300 – Over 40 feet long
PS-18	Fire Training Facility Use Fee The Fire Training Facility is a shared venture between the City of Bishop and the Bishop Rural Fire Protection District. Any cost benefit seen from city implemented fees will be divided equally between the two entities. The City of Bishop, Bishop Rural Fire Protection District, and our local government fire and emergency service agency partners are exempt from the Fire Training Facility Use Fee charges.	$50.00 for up to 4 hours per day $100.00 for over 4 hours per day
	FEE AND CHARGES KEY: * = Annually; ** = One Time Fee	

Fire Code Construction Plan Review Fees

No.	Title/Description	Fees/Charges
PS-19	Residential Fire Sprinkler Review	$150.00**
PS-20	Commercial Fire Sprinkler Review <5000 Sq.ft >5000 Sq.ft	$425.00** $725.00**
PS-21	Fire Alarm/ Fire Detection Systems Review	$425.00**
PS-22	Subdivision Review	$625.00**
PS-23	Kitchen Hood and Duct and Clean Agent	$275.00**
PS-24	Photovoltaic Systems (Commercial)	$425.00**
PS-25	Photovoltaic Systems (Residential)	$150.00**
PS-26	Unlisted Plan Review (Per Hour)	$150.00**

Response and Operational Fees

No.	Title/Description	Fees/Charges
PS-27	False Alarm- 3rd false alarm in a 12-month period and all subsequent false alarms.	$300.00
PS-28	Basic Life Support EMS stand-by (per hour): • 1 personnel with EMS equipment • 2 personnel with support vehicle • 3 personnel with ambulance and support vehicle	 $30 $60 $100
PS-29	Fire Apparatus Suppression or Rescue Response - Non-resident / Out of District Responses (per hour)	$255.00
PS-30	Ambulance Transport Fees Transport fees are based on current year approved Inland Counties Emergency Agency (ICEMA) Inyo County Ground Ambulance Service rate. See: www.sbcounty.gov/icema	Based on ICEMA Current Fees and Charges

State Mandated and Local Fire Prevention Inspection Fees

No.	Title/Description	Fees/Charges
PS-31	Fire Prevention Inspections	
	Hospital	$775.00**
	School	$525.00**
	Preschool/ Daycare	$150.00**
	Care Facility/ Nursing Home/ In Home Adult Care	$375.00**
	Apartments/ Condos <5 Units >5 Units	$150.00** $275.00**
	Motels/ Hotels <20 Units >20 Units	$150.00** $275.00**
	Churches	$100.00**
	Group F – Fabrication, Finishing, Manufacturing <5000 Sq.ft >5000 Sq.ft	 $150.00** $275.00**
	Group S – Storage <5000 Sq.ft >5000 Sq.ft	$150.00** $275.00**
	FEE AND CHARGES KEY: * = Annually; ** = One Time Fee	

	State Mandated and Local Fire Prevention Inspection Fees - Continued	
No.	**Title/Description**	**Fees/Charges**
	Warehouse Inspections (B, M, F, and S) <5000 Sq.ft >5000 Sq.ft	$150.00** $275.00**
	Ordinary Hazard- Fire Prevention Inspection	$100.00**
	Vacant Buildings <5000 Sq.ft >5000 Sq.ft	$150.00** $275.00**
	Fire Hydrant Flow	$100.00**
	Wildland Urban Interface Inspection	$100.00**
	Re-inspections (1st reinspect- no charge) all subsequent	$100.00**

PLANNING

The fee shall be as described in the following table unless the actual cost is greater. If the actual cost is greater, the fee shall be the actual cost.

No.	Title/Description	Fees/Charges
PL-1	Zone Change Review	$1,500**
PL-2	Variance Review	$1,500**
PL-3	Zone Ordinance Amendment Review	$1,500**
PL-4	Appeals	$300**
PL-5	Conditional Use Permit Review and Process	$1,500**
PL-6	Specific Plan Review	$1,500**
PL-7	General Plan Amendment	$1,500**
PL-8	Categorical Exemption	$120**
PL-9	Environmental Initial Study	$1,500**
PL-10	EIR Staff Review	$2,500**
PL-11	Time Extension Review	$500**
PL-12	Tentative Parcel Map Review	$2,000**
PL-13	Tentative Tract Map Review	$2,500**
PL-14	Final Parcel Map Review	$500**
PL-15	Final Tract Map Review	$1,000**
PL-16	Certificate of Compliance	$1,000**
PL-17	Lot Line Adjustment Review	$1,000**
PL-18	Urban Lot Split Map Review (SB 9 Map)	$1,500**
PL-19	Planning Review Minor	$75**
PL-20	Planning Review Major	Actual cost**, require $200 deposit**
PL-21	In-Lieu Parking Fee	$500 per space**
	FEE AND CHARGES KEY: * = Annually; ** = One Time Fee	

PUBLIC WORKS

Building Fees

No.	Title - Description	Fees/Charges
BL-1	Building Permits	See charts below
BL-2	Administrative Fines - Pursuant to Resolution 2019-02:	
	First offense	Up to $200.00
	Second offense, within the same year	Up to $500.00
	Each additional offense, within the same year	Up to $1,000.00

Annual Construciton Cost Index Based Fee Increases

Commencing July 1st, 2021, and every July 1st thereafter, the fees established herein shall be increased or decreased in proportion to the Consumer Cost Index (CCI) for that year published in the Engineering News Record for the City of Los Angeles. The head of the Building and Safety Division of the Public Works Department shall determine the above-described CCI and publish a new schedule of permit fees reflecting the changes to the fees required by this section.

Standardized Fee Schedule

Standardized fees are in addition to all Building Permit Fees, unless otherwise noted.

Strong Motion Instrumentation Program (SMIP), based on Valuation:	
Residential	0.013% of Value
Commercial	0.028% of Value
California Building Standards Commission Revolving Fund (REV), based on Permit Fee:	
$1.00 to $25,000	$1.00
$25,001 to $50,000	$2.00
$50,001 to 75,000	$3.00
$75,001 to 100,000	$4.00
Every $25,000 or fraction thereof above $100,000	ADD $1.00
Continuing Education, based on Valuation	0.02% of Value

Building Valuation Fee Schedule

Value of Work	Fee Schedule
$1.00 to $500.00	$47.53
$501.00 to $2,000.00	$47.53 for the first $500.00 plus $5.10 for each additional $100.00 or fraction thereof, to and including $2,000.00
$2, 001.00 to $25,000.00	$124.21 for the first $2,000.00 plus $23.00 for each additional $1,000.00 or fraction thereof, to and including $25,000.00.

$25,000.00 to $50,000.00	$676.61 for the first $25,000.00 plus $17.00 for each additional $1,000.00 or fraction thereof, to and including $50,000.00.
$50,001.00 to $100,000.00	$1,118.75 for the first $50,000.00 plus $12.26 for each additional $1,000.00 or fraction thereof, to and including $100,000.00.
$100,001.00 to $500,000.00	$1,731.75 for the first $100,000.00 plus $10.17for each additonal $1,000.00 or fraction thereof, to and including $500,000.00.
$500,001 to $1,000,000.00	$5,660.85 for the first $500,000.00 plus $8.30 for each additional $1,000.00 or fraction thereof, to and including $1,000,000.00.
$1,000,001.00 and up	$9,812.29 for the first $1,000,000.00 pls $5.34 for each additional $1,000.00 or fraction thereof.

Over the Counter / Predetermined Cost Schedule
Over the Counter permits are priced at the predetermined rates shown below and include SMIP, Revolving Fund, and Continuing Education fees.

Reroof (residential)	$312.51
HVAC replacement (heat/air)	$312.51
Air conditioner replacement – up to 3 ton	$312.51
Pellet / Wood Fireplace / Stoves	$207.53
Fire sprinklers (residential)	$429.16
Electrical panels (residential up to 400 amps)	$207.53
Sewer lateral (residential)	$207.53
Propane tank and/or gas line	$153.95
Hot Water Heater (residential)	$153.95

Plan Review Fee Schedule
Plan reviews may be conducted by the City of Bishop Building Department or a third party consultant. Plan reviews completed by a third party consultant will be charged at actual cost. Third party plan review can be requested by the applicant or assigned at the discretion of the Building Department.

Where plans are incomplete, inaccurate, or changed so as to require additional plan review beyond two plan checks, an additional plan review fee shall be charged at the current Senior Building Inspector hourly rate (one-hour minimum) for in-house plan checks and at the hourly rate of the outside plan check firm if the plans are routed to an outside plan checker.

Residential Construction	50% of Building Permit Fee
Commercial Construction	65% of Building Permit Fee

Third Party Plan Review	Actual Cost
Pre-Application Plan Review Fee:	
Commercial	$251.21
Single Family Dwelling	$125.61
Garages and Additions	$62.80
Additional Plan Review, per review (one hour minimum)	Actual Cost

Plumbing Permit Fee Schedule

Issuance fee (plumbing only)	$49.46
In conjunction with a new structure	$23.74
Each building and mobilehome sewer lateral	$39.59
Each trap	$13.85
Water heater and/or vent	$13.85
Gas piping system (1 to 4 outlets)	$15.80
Each propane tank	$15.80
Each industrial waste pretreatment interceptor	$15.80
Each alteration or repair of water piping	$15.80
Each alteration or repair of drain or vent piping	$15.80
Each lawn sprinkler and backflow prevention system	$15.80
Miscelleanous apparatus	$29.71
Hydronic systems	$39.59
Fire Sprinklers	$115.94

Electrical Permit Fee Schedule

Issuance fee (electrical only)	$49.46
In conjuction with a new structure	$23.74
Temporary services	$23.74
Permanent services:	
200 amp or less	$23.74
201 amp to 1,000 amp	$39.59
Over 1,000 amps	$75.17
Unit fee schedule (lights, switches recepticles for the first 20 each)	$1.81
Each additional outlet over 20	$0.98
Residential fixed appliances (ranges, ovens washers, dryers etc)	$15.80
Miscellaneous apparatus, conduit, and conductors regulated by the California electrical code and not listed, each	$29.71

Mechanical Permit Fee Schedule

Issuance fee (mechanical only)	$49.46
In conjunction with a new structure	$23.74
Installation or relocation of heating apparatus including forced air units, suspended heaters, wall heaters, etc., each	$23.74
Wood stoves	$23.74
Residential ventilation fans, each	$13.85
Residential exhaust and hood exhaust fans	$19.81
Commercial hood exhaust systems	$49.46
Residential refrigeration air conditioning systems:	
Up to three tons	$49.46
Up to five tons	$58.45
Commercial systems will be based on a valuation of per square foot of conditioned space.	$7.59
Repairs, alterations or additions to each appliance	$19.81
Air handlers:	
Up to 10,000 cfm	$23.74
Over 10,000 cfm	$49.46
Evaporative coolers	$19.81
Miscellaneous mechanical apparatus (boilers, compressors, etc.)	$29.71

Solar System Installation Fee Schedule

Base Permit Fee*	$158.86
Collector fee per square foot of collector area	$0.41
Plan review is based on Legilative Mandate and is approximately 50% of Permit Fee	~50% of Permit

*Does not include additional electrical and/or plumbing fees

Other Fees

Swimming Pools: construction below grade including piping and pump wiring	$197.89
Jacuzzi: mechanical, electrical, and plumbing systems	$118.71
Signs & Outdoor Lighting: permit fees shall be charged based on the valuation according to the building permit fee schedule, and if electrical is involved, each branch circuit	$59.37
Demolition: per structure	$119.22
No Permit Obtained: when any work for which a permit is required is started without having obtained the necessary permits, the permit fee will be doubled.	2 x Permit Fee
Reinspection: Third and subsequent reinspection necessitated by incomplete or faulty work, each reinspection	$90.57

Mobile Home Fee Schedule

Mobile Homes fall under the jurisdiction of the State. However, foundations and in-ground plumbing and electrical should be permitted through the City prior to mobile home installation. Please note that septic/sewer systems are not allowed within the City of Bishop.

Standard mobile home placement	$365.93
Permanent foundation system	$762.16
Retro-fit foundation system	$356.31
Earthquake bracing	$158.35
Plumbing - Gas or Water (each)	$15.80
Electrical Panel	$23.74
Miscellaneous Apparatus	$29.71
Issuance fee	$23.74

General Public Works Fees

	Description	Fee
PW-1	Snow Removal	Not used
PW-2	Administration and Abatement of Weeds and Refuse	Actual Cost
PW-3	Right of Way Abandonment Request Process	Actual Cost
PW-4	Street Sweeping	Actual Cost
PW-5	Water, Sewer, and Storm Drain Maintenance	Actual Cost
PW-6	Street Maintenance	Actual Cost
PW-7	Large Format Plots and Maps	Actual Cost
PW-8	Encroachment Permit for other than construction	Actual Cost
PW-9	Encroachment Permit for construction:	
	$50,000 or less of work	0.5%, $20 minimum
	More than $50,000 work	$250 plus 0.1% of amount in excess of $50,000

Water and Sewer Fees

WA-1 and SW-1 are monthly charges for water and sewer and are subject to the requirements of Proposition 218. Because of this, they are not part of this fees and charges schedule.

One Time Water and Sewer Fees

	Description	Fee
WA-2	Water Service Permit	$50
WA-3	Water Service Construction Main to Curb Stop	Actual Cost

WA-4	Water Backflow Preventers Test	Actual Cost
WA-5	Water Development Impact Fees	$2,000 per EDU
WA-6	Water Valve Box for Curb Stop Valve	$0
WA-7	Water Lien	Actual Cost
WA-8	Water Stem Use	$10 per fill, up to 2,000 gallons
		$20 per fill, over 2,000 gallons
SW-3	Sewer Service Construction Main to Property	Actual Cost
SW-4	Sewer Grease Interceptor Inspection	Actual Cost
SW-5	Sewer Development Impact Fee	$2,000 per EDU
SW-6	Sewer Lien	Actual Cost

Approved by City Council on: _____

Agenda Item: 16.A
Date of Meeting: February 9, 2026
Department: Administration

STAFF REPORT

To: City Council

From: Pam Foster

Subject: **Regional Air Service at the Eastern Sierra Regional Airport (Bishop) and Potential City Participation in Air Service Subsidy**

Prepared On: February 3, 2026

Background/History:

Commercial air service at the Eastern Sierra Regional Airport is currently provided by United Airlines and operates seasonally, with expanding shoulder seasons. Flights connect Bishop to:

- San Francisco International Airport (SFO)
- Denver International Airport (DEN)

Air service at the Airport is highly seasonal and generally follows the region's tourism cycles:

- Winter Season (approximately December through March/April):
  Winter service typically includes flights to both San Francisco and Denver, supporting ski tourism and winter travel. Frequencies are often highest during peak winter periods.
- Summer Season (approximately late May through September/October):
  Summer service is generally focused on San Francisco, supporting outdoor recreation, tourism, and general travel during the peak summer months.
- Shoulder Seasons (spring and fall):
  There is typically limited or no scheduled commercial air service during shoulder seasons due to lower demand.

Because of this seasonality, the Airport relies on regional financial support and partnerships to help attract and retain airline service during operating seasons.

Seasonal air service at the Eastern Sierra Regional Airport is supported through a combination of:

- Airline revenue guarantees or minimum revenue commitments
- Marketing and promotional support
- Coordination among multiple regional agencies and jurisdictions

According to the Eastern Sierra Air Alliance Cost Sharing Agreement current subsidy is currently allocated as follows:

1. Mammoth Lakes Tourism shall contribute the first $1,750,000, or any greater amount the MLT Board of Directors authorizes;
2. Inyo County and the Town of Mammoth Lakes shall each contribute an equal amount, up to $200,000, above Mammoth Lakes Tourism's contribution;
3. Mammoth Mountain Ski Area shall contribute any funds required in excess of those stated above.

The City of Bishop has not traditionally been a direct financial partner in these subsidy agreements, although the Airport is located within City limits and serves residents, businesses, and visitors to Bishop and the surrounding region.

Analysis/Discussion:

The purpose of this agenda item is to allow the City Council to discuss whether the City of Bishop should participate as a regional partner in the air service subsidy supporting commercial flights at the Eastern Sierra Regional Airport.

Key considerations for Council discussion may include:

- The extent to which commercial air service benefits Bishop residents, businesses, and the local economy
- The City's role relative to other regional partners already contributing to the subsidy
- Potential financial commitment levels and funding sources
- Risks associated with seasonal air service and airline retention
- Alignment with the City's broader economic development and tourism goals

Impacts to Council Goals and Strategic Planning Priorities:
Regional air service is important to the local community, although contributing to the cost has not been addressed through the Strategic Planning process.

Budget Impacts:

There is no immediate fiscal impact associated with this discussion item. Any future participation by the City in an air service subsidy would require Council direction and separate budget consideration.

Legal Review:
No legal review is required for this discussion.

Recommended Action:
Discuss and provide direction to staff regarding whether the City of Bishop should further explore participation in a regional air service subsidy partnership.

Approved By: Pam Foster 2/4/2026
Approved By:
Approved By:
Approved By:

Agenda Item: 16.B
Date of Meeting: February 9, 2026
Department: Finance

STAFF REPORT

To:	City Council
From:	Ethan Aukee
Subject:	**Citywide Mid-Year Budget Adjustment Proposal**
Prepared On:	February 3, 2026
Attachments:	Citywide Mid-Year Budget Adjustment Proposal

Background/History:
The City Council adopts the City's annual operating and capital budgets prior to the start of each fiscal year based on the best information available at that time. As the fiscal year progresses, actual revenues, expenditures, and operational needs may vary from original projections due to changing economic conditions, unanticipated events, timing difference, or policy decisions made after budget adoption.

Mid-year budget adjustments are a normal and prudent component of the City's financial management practices. These adjustments allow staff to align the adopted budget with current-year realities, address emerging priorities, and ensure that appropriations accurately reflect anticipated revenues and necessary expenditures for the remainder of the fiscal year. Adjustments may include reallocation of existing appropriations, recognition of additional revenues, or amendments to reflect approved Council actions, grant awards, or operational requirements that were not fully known during the original budget development process.

Staff has completed a mid-year review of the City's financial position, including fund balances, revenue trends, expenditure patterns, and known obligations. Based on this review, the proposed mid-year budget adjustments are intended to maintain fiscal stability, support ongoing operations, and ensure compliance with applicable legal and accounting requirements, while remaining consistent with the City Council's adopted policies and strategic priorities.

Analysis/Discussion:
The proposed budget adjustment was generated following review and analysis of each City revenue and expenditure account. The analysis includes current and historical trend analysis, while incorporating changes that have occurred since the original budget was adopted in June 2025. Notable adjustments are listed below and focused on the City's General Fund. All adjustments to all City funds are detailed within the attached budget adjustment proposal.

General Fund

Revenue

- The budget for General Fund revenue is increased by $296,873.43. The largest increases in budgeted revenue by account are sales tax, strike team/CalOES/Cal Fire reimbursements, Police Department grant reimbursements, and Urban Greening Grant reimbursements.

Expenditure

- Administration budgeted operating expenses are increased by $106,494.39. The significant contributing adjustments are $52,500 for professional services relating to the A-Frame building near the City Park and increased personnel costs due to the transition from prior Administrator to new Administrator.
- Fire Department budgeted expenses are increased by $416,691.11. The Fire Department adjustment was already approved by the City Council, however, it's important to note the adjustment along with the Citywide adjustments being presented. The significant contributing adjustments to the Fire Department budget are $337,125 for 50% of the cost of a used pumper tender apparatus, $59,500 for 50% of the cost of a SCBA air compressor replacement, $100,000 for strike team personnel costs, and minimal personnel cost adjustments to allow for the Fire Department to seek to hire a Deputy Fire Chief. The City intended to address these Fire Department needs when constructing the original budget, however, time was needed to determine the appropriate capital investments and new personnel position to hire. A note was made in the City's 24-25 Financial Statements to clearly state the plan to address these Fire Department needs in 25-26.
- Parks and Recreation budgeted expenses are increased by $58,814.03. One significant contributing adjustment is $20,000 in special department supplies to allow for payment on the tennis court return walls that were ordered during the prior year, but delivery and invoicing were significantly delayed. In addition to this payment, an additional buffer is being proposed to ensure that unforeseen costs and costs associated with spring and early summer City events are authorized. The other significant contributing adjustment is $20,000 in capital expense relating to the resurfacing of tennis/pickleball courts. The original budget included $70,000 for this project and the Community Services Department is requesting an additional $20,000 of approved spending to bring the total budget amount to $90,000 for the resurfacing project.
- The Planning Department's budgeted expenses are decreasing by $100,150. The significant contributing adjustment is a decrease in professional services in the amount of $100,000. $100,000 was budgeted for professional services relating to mandated updates to the City's General Plan. When constructing the original budget, the City was not certain with regard to the scope of the mandated updates and budgeted for a potential need for external professional services. The City now understands that the mandated updates are limited in scope and can be completed by City staff.
- The City Pool's budgeted expenses are increasing by $12,720 and the increase is driven by the cost to purchase new lane lines and gutters.

Overall, the City's General Fund budgeted revenue is increasing by $296,873.43, General Fund budgeted expenses are increasing by $515,562.82, and budgeted expenses exceed budgeted revenues by $649,528.07. Currently without adjustment, budgeted expenses exceed budgeted revenues by $430,838.68. This deficit is expected, planned for, and due to use of fund balance for capital outlay. The General Fund maintains a fund balance that is

adequate to fund planned expenditures that exceed revenues. All City funds forecast revenue and retain fund balance to support the proposed adjustments and comply with all applicable City policy and governing laws.

Impacts to Council Goals and Strategic Planning Priorities:
The proposed budget adjustment aligns with council goals and strategic planning priorities.

Budget Impacts:
The budgetary impacts are included within the proposed budget adjustment.

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

Recommended Action:
City Council to adopt the Citywide Mid-Year Budget Adjustment Proposal as presented.

Approved By: Ethan Aukee 2/3/2026
Approved By: Robin Picken 2/3/2026
Approved By: Pam Foster 2/4/2026
Approved By:

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
General Fund Revenue					
001-000-31010	Property Taxes Secured	$ 670,000.00	$ 670,000.00	$ -	
001-000-31020	Property Taxes Unsecured	$ 50,000.00	$ 50,000.00	$ -	
001-000-31030	Property Taxes Prior Yr.	$ 6,000.00	$ 6,000.00	$ -	
001-000-31050	Property Tax Homeowners	$ 2,600.00	$ 2,600.00	$ -	
001-000-31060	Property Tax Misc.	$ 10,000.00	$ 10,000.00	$ -	
001-000-31065	VLF Swap/Property Tax In Lieu	$ 386,000.00	$ 386,000.00	$ -	
001-000-31066	Vehicle License Fee In Excess	$ 4,800.00	$ 8,000.00	$ 3,200.00	
001-000-31120	Sales Tax	$ 5,100,000.00	$ 5,150,000.00	$ 50,000.00	Current trend analysis.
001-000-31126	DWP Water Agreement Payment	$ 249,134.00	$ 249,134.00	$ -	
001-000-31128	Sales Tax 1/2% - Public Safety	$ 15,000.00	$ 15,000.00	$ -	
001-000-31130	Transient Occupancy Tax	$ 3,550,000.00	$ 3,550,000.00	$ -	
001-000-31131	TOT Penalties	$ 2,000.00	$ 2,000.00	$ -	
001-000-31150	Real Property Transfer	$ 6,000.00	$ 6,000.00	$ -	
001-000-32010	Business Licenses	$ 62,500.00	$ 68,000.00	$ 5,500.00	
001-000-32015	Short-Term Rentals	$ 2,500.00	$ 6,000.00	$ 3,500.00	
001-000-32030	Parking Permits	$ 7,000.00	$ 7,000.00	$ -	
001-000-32040	Use Permits	$ 2,000.00	$ 3,000.00	$ 1,000.00	
001-000-32041	Environmental Application Fee	$ 500.00	$ 500.00	$ -	
001-000-32050	Building Permits	$ 145,000.00	$ 145,000.00	$ -	
001-000-32051	Planning Fee	$ 3,100.00	$ 3,100.00	$ -	
001-000-32080	Electrical Franchise	$ 52,000.00	$ 52,000.00	$ -	
001-000-32081	Cell Tower Franchise	$ 42,000.00	$ 45,420.00	$ 3,420.00	
001-000-32082	Cannabis Development Fees	$ 75,000.00	$ 75,000.00	$ -	
001-000-32090	TV Franchise	$ 8,400.00	$ 8,400.00	$ -	
001-000-33010	Interest On Bank Deposits	$ 480,000.00	$ 480,000.00	$ -	
001-000-33020	Rental Of Real Property	$ 70,000.00	$ 70,000.00	$ -	
001-000-33021	Interest - GASB 87	$ 42,000.00	$ 42,000.00	$ -	
001-000-34040	Reimb. For Highway Sweeping	$ 53,000.00	$ 53,000.00	$ -	
001-000-34047	Reimbursement From BUSD	$ 80,000.00	$ 80,000.00	$ -	
001-000-34050	Misc. Rev. Capital Replacement	$ 31,331.00	$ 31,331.00	$ -	
001-000-34083	Fire Inspection Fees	$ 1,000.00	$ 1,000.00	$ -	
001-000-34094	Local Response Standby	$ 1,000.00	$ 1,000.00	$ -	
001-000-34095	Strike Team/OES/Cal Fire	$ -	$ 110,000.00	$ 110,000.00	Due to actual strike team spending and reimbursement.
001-000-34120	Peace Officer S&T	$ 7,000.00	$ 7,000.00	$ -	
001-000-34121	RAN Reimbursement	$ 28,275.00	$ 28,275.00	$ -	
001-000-34124	Budget Act 2013/Law Enf.	$ -	$ 17.96	$ 17.96	
001-000-34125	Parking Citations	$ 15,000.00	$ 15,000.00	$ -	
001-000-34126	Tow Fees	$ 3,300.00	$ 3,300.00	$ -	
001-000-34135	Mandated Costs Reimbursement	$ 23,900.00	$ 23,900.00	$ -	
001-000-34141	PD Grants	$ -	$ 49,629.00	$ 49,629.00	Accounting timing. Deferred revenue from prior year, timing unknown during construction of original budget.
001-000-34145	4850 Pay Reimbursement	$ -	$ 9,415.47	$ 9,415.47	
001-000-35020	Strong Motion Inst. Program	$ 800.00	$ 800.00	$ -	

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
001-000-35060	CBSC/Building Permit	$ 200.00	$ 200.00	$ -	
001-000-36010	Sale Of City Property	$ -	$ 1.00	$ 1.00	
001-000-36030	Miscellaneous Revenue	$ 11,100.00	$ 11,100.00	$ -	
001-000-36031	Retiree Medical Copay	$ 2,600.00	$ 2,600.00	$ -	
001-000-36040	Fingerprinting & Reports	$ 22,500.00	$ 22,500.00	$ -	
001-000-36041	Subpoenas	$ -	$ 30.00	$ 30.00	
001-000-36042	AB109/Realignment	$ 103,900.00	$ 103,900.00	$ -	
001-000-36074	Summer Program Tuition	$ 41,000.00	$ 41,000.00	$ -	
001-000-36078	After School Program	$ 80,000.00	$ 80,000.00	$ -	
001-000-37010	Special Event Insurance	$ -	$ 1,850.00	$ 1,850.00	
001-000-39250	Softball	$ 17,000.00	$ 17,000.00	$ -	
001-000-39251	Soccer	$ 4,500.00	$ 4,800.00	$ 300.00	
001-000-39255	Volleyball	$ 1,700.00	$ 1,700.00	$ -	
001-000-39270	Aerobic, Dance, Zumba	$ 600.00	$ 600.00	$ -	
001-000-39275	Facility Rental Fee	$ 2,000.00	$ 2,000.00	$ -	
001-000-39280	Youth Program	$ 500.00	$ 500.00	$ -	
001-000-39281	Gymnastics	$ 28,000.00	$ 28,000.00	$ -	
001-000-39290	Pool - Public Swim	$ 26,000.00	$ 26,000.00	$ -	
001-000-39291	Pool - Rentals	$ 10,000.00	$ 11,010.00	$ 1,010.00	
001-000-39292	Pool - Swim Lessons	$ 21,000.00	$ 21,000.00	$ -	
001-000-39293	Pool - Concessions	$ 3,580.00	$ 3,580.00	$ -	
001-000-39294	Pool - Water Fitness	$ 8,000.00	$ 8,000.00	$ -	
001-000-39999	Revenue -Transfers In	$ 700,000.00	$ 700,000.00	$ -	
001-000-40008	Urban Greening Grant	$ 50,000.00	$ 108,000.00	$ 58,000.00	
		$ 12,422,320.00	$ 12,719,193.43	$ 296,873.43	

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
General Fund City Council					
001-010-51001	Full Time Salaries	$ 33,500.00	$ 33,500.00	$ -	
001-010-51006	Vision Insurance	$ 600.00	$ 600.00	$ -	
001-010-51007	Health Insurance	$ 117,785.00	$ 117,785.00	$ -	
001-010-51008	Dental Insurance	$ 5,582.00	$ 5,582.00	$ -	
001-010-51011	Medicare Tax	$ 490.00	$ 490.00	$ -	
001-010-51017	PARS-ARS	$ 440.00	$ 440.00	$ -	
001-010-51025	Retiree Health Insurance	$ 30,186.00	$ 20,000.00	$ (10,186.00)	
001-010-51043	Disability Insurance	$ 660.00	$ 660.00	$ -	
001-010-52011	Advertising & Printing	$ 1,000.00	$ 1,000.00	$ -	
001-010-52012	Office Supplies & Postage	$ 400.00	$ 400.00	$ -	
001-010-52013	Communications	$ 1,700.00	$ 1,700.00	$ -	
001-010-52014	Meetings & Travel	$ 15,000.00	$ 15,000.00	$ -	
001-010-52015	Professional Services	$ 7,000.00	$ 7,000.00	$ -	
001-010-52016	Insurance	$ 750.00	$ 750.00	$ -	
001-010-52018	Special Department Supplies	$ 9,500.00	$ 11,000.00	$ 1,500.00	
001-010-52019	Misc. Dues & Subscriptions	$ 3,800.00	$ 3,800.00	$ -	
001-010-52030	ESCOG	$ 25,000.00	$ 25,000.00	$ -	
001-010-52045	IT	$ 19,000.00	$ 23,000.00	$ 4,000.00	
001-010-55100	City Cost Plan	$ (37,749.00)	$ (37,749.00)	$ -	
		$ 234,644.00	$ 229,958.00	$ (4,686.00)	

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
General Fund Administration					
001-011-51001	Full Time Salaries	$ 404,426.39	$ 447,126.39	$ 42,700.00	Change in Administrator.
001-011-51002	Part Time Salaries	$ 28,400.00	$ 43,400.00	$ 15,000.00	To complete admin support reconfiguration. Replace PW Secretary responsibilities and workload w PT EEs.
001-011-51004	Overtime Wages	$ 500.00	$ 600.00	$ 100.00	
001-011-51006	Vision Insurance	$ 659.00	$ 659.00	$ -	
001-011-51007	Health Insurance	$ 29,847.84	$ 29,847.84	$ -	
001-011-51008	Dental Insurance	$ 5,400.00	$ 6,600.00	$ 1,200.00	Change in Administrator.
001-011-51010	Worker's Compensation	$ 7,885.14	$ 7,846.42	$ (38.72)	
001-011-51011	Medicare Tax	$ 6,224.28	$ 7,300.00	$ 1,075.72	Change in Administrator.
001-011-51013	Holiday Payout	$ -	$ 10,173.69	$ 10,173.69	Required payout due to turnover.
001-011-51016	Car Allowance	$ -	$ 5,000.00	$ 5,000.00	New Administrator.
001-011-51017	PARS-ARS	$ 381.20	$ 590.00	$ 208.80	Aligned w PT wages.
001-011-51022	PARS System	$ 35,709.72	$ 12,000.00	$ (23,709.72)	
001-011-51024	Deferred Compensation	$ 7,414.11	$ 13,520.00	$ 6,105.89	Changes in participation.
001-011-51025	Retiree Health Insurance	$ 60,030.00	$ 60,030.00	$ -	
001-011-51027	PERS EE/ER	$ 67,723.43	$ 57,000.00	$ (10,723.43)	Change in Administrator.
001-011-51029	PERS LS UAL	$ 199,824.00	$ 199,338.28	$ (485.72)	
001-011-51042	Unemployment Insurance	$ 1,500.00	$ 1,500.00	$ -	
001-011-51043	Disability & Life Insurance	$ 2,122.00	$ 2,200.00	$ 78.00	
001-011-51046	OPEB	$ 41,420.00	$ 48,150.00	$ 6,730.00	Change in Administrator.
001-011-52006	Recruitment	$ -	$ -	$ -	
001-011-52008	Administration Fees	$ 26,000.00	$ 26,000.00	$ -	
001-011-52009	Training	$ 4,000.00	$ 4,000.00	$ -	
001-011-52011	Advertising & Printing	$ 1,000.00	$ 1,000.00	$ -	
001-011-52012	Office Supplies & Postage	$ 22,000.00	$ 22,000.00	$ -	
001-011-52013	Communications	$ 2,900.00	$ 2,900.00	$ -	
001-011-52014	Meetings & Travel	$ 10,500.00	$ 10,500.00	$ -	
001-011-52015	Professional Services	$ 188,200.00	$ 240,700.00	$ 52,500.00	A Frame Helix Professional Services.
001-011-52018	Special Department Supplies	$ 7,000.00	$ 7,000.00	$ -	
001-011-52019	Misc. Dues & Subscriptions	$ 2,000.00	$ 2,000.00	$ -	
001-011-52045	IT	$ 18,000.00	$ 18,000.00	$ -	
001-011-52126	Senior W/S Program Discount	$ 6,500.00	$ 8,500.00	$ 2,000.00	
001-011-53020	Vehicle Operation	$ 1,600.00	$ 177.88	$ (1,422.12)	
001-011-55099	Contingency	$ 35,000.00	$ 35,000.00	$ -	
001-011-55100	City Cost Plan	$ (165,534.00)	$ (165,532.00)	$ 2.00	
		$ 1,058,633.11	$ 1,165,127.50	$ 106,494.39	

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
General Fund Finance					
001-012-51001	Full Time Salaries	$ 149,557.13	$ 160,000.00	$ 10,442.87	Position Change.
001-012-51004	Overtime Wages	$ 500.00	$ 500.00	$ -	
001-012-51006	Vision Insurance	$ 283.00	$ 283.00	$ -	
001-012-51007	Health Insurance	$ 34,920.85	$ 34,920.85	$ -	
001-012-51008	Dental Insurance	$ 3,000.00	$ 3,000.00	$ -	
001-012-51010	Worker's Compensation	$ 3,338.04	$ 3,321.65	$ (16.39)	
001-012-51011	Medicare Tax	$ 2,169.37	$ 2,410.00	$ 240.63	Position Change.
001-012-51025	Retiree Health Insurance	$ 7,314.00	$ 7,314.00	$ -	
001-012-51027	PERS EE/ER	$ 12,069.38	$ 13,100.00	$ 1,030.62	Position Change.
001-012-51029	PERS LS UAL	$ 292.00	$ 290.84	$ (1.16)	
001-012-51043	Disability & Life Insurance	$ 835.75	$ 835.75	$ -	
001-012-51046	OPEB	$ 15,320.00	$ 16,400.00	$ 1,080.00	Position Change.
001-012-52007	Bank Fees	$ 20,000.00	$ 26,200.00	$ 6,200.00	Increased transaction volume trend.
001-012-52011	Advertising & Printing	$ 200.00	$ 200.00	$ -	
001-012-52012	Office Supplies & Postage	$ 5,000.00	$ 5,000.00	$ -	
001-012-52014	Meetings & Travel	$ 2,000.00	$ 1,000.00	$ (1,000.00)	
001-012-52015	Professional Services	$ 70,000.00	$ 62,000.00	$ (8,000.00)	
001-012-52018	Special Department Supplies	$ 3,200.00	$ 4,000.00	$ 800.00	
001-012-52019	Misc. Dues & Subscriptions	$ 500.00	$ 500.00	$ -	
001-012-52045	IT	$ 31,500.00	$ 33,000.00	$ 1,500.00	
001-012-55100	City Cost Plan	$ (50,167.00)	$ (50,167.00)	$ -	
		$ 311,832.52	$ 324,109.09	$ 12,276.57	
General Fund Treasurer					
001-013-51001	Full Time Salaries	$ 1,900.00	$ 1,900.00	$ -	
001-013-51011	Medicare Tax	$ 28.00	$ 28.00	$ -	
001-013-51017	PARS-ARS	$ 25.00	$ 25.00	$ -	
001-013-52045	IT	$ 30.00	$ 30.00	$ -	
		$ 1,983.00	$ 1,983.00	$ -	
General Fund Legal					
001-014-52015	Professional Services	$ 175,000.00	$ 180,000.00	$ 5,000.00	
001-014-55040	Litigation Services	$ 20,000.00	$ 20,000.00	$ -	
001-014-55100	City Cost Plan	$ (24,252.00)	$ (24,252.00)	$ -	
		$ 170,748.00	$ 175,748.00	$ 5,000.00	
General Fund Insurance					
001-015-52016	Insurance	$ 427,300.00	$ 427,300.00	$ -	
001-015-55100	City Cost Plan	$ (59,216.00)	$ (59,216.00)	$ -	
		$ 368,084.00	$ 368,084.00	$ -	

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
General Fund Buildings & Grounds					
001-016-51002	Part Time Salaries	$ 69,290.00	$ 69,290.00	$ -	
001-016-51011	Medicare Tax	$ 1,006.00	$ 1,006.00	$ -	
001-016-51017	PARS-ARS	$ 901.00	$ 901.00	$ -	
001-016-51029	PERS LS UAL	$ 1,195.00	$ 1,191.94	$ (3.06)	
001-016-52010	Utilities	$ 60,000.00	$ 60,000.00	$ -	
001-016-52011	Advertising & Printing	$ 200.00	$ 200.00	$ -	
001-016-52013	Communications	$ 6,300.00	$ 5,800.00	$ (500.00)	
001-016-52015	Professional Services	$ 10,000.00	$ 10,000.00	$ -	
001-016-52017	Waste Fees	$ 4,200.00	$ 4,200.00	$ -	
001-016-52018	Special Department Supplies	$ 7,000.00	$ 7,000.00	$ -	
001-016-52045	IT	$ 2,100.00	$ 2,400.00	$ 300.00	
001-016-53020	Vehicle Operation	$ 4,700.00	$ 4,000.00	$ (700.00)	
001-016-54023	Building Operation	$ 10,000.00	$ 10,000.00	$ -	
001-016-56029	Capital Equipment Replacement	$ 22,000.00	$ 23,600.00	$ 1,600.00	To ensure coverage of cost of second HVAC replacement at City Hall.
001-016-57000	Lease Principal	$ 7,548.00	$ 7,548.00	$ -	
		$ 206,440.00	$ 207,136.94	$ 696.94	
General Fund IT					
001-017-52015	Professional Services	$ 69,640.00	$ 69,640.00	$ -	
001-017-55100	City Cost Plan	$ (9,651.00)	$ (9,651.00)	$ -	
		$ 59,989.00	$ 59,989.00	$ -	
General Fund Community Promotions					
001-019-52130	Economic Development	$ 110,000.00	$ 110,000.00	$ -	
001-019-52131	Community Support	$ 132,000.00	$ 116,253.00	$ (15,747.00)	Unawarded funds.
		$ 242,000.00	$ 226,253.00	$ (15,747.00)	

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
General Fund Police Department					
001-020-51001	Full Time Salaries	$ 1,996,963.12	$ 2,015,963.12	$ 19,000.00	Retiree payout expense.
001-020-51002	Part Time Salaries	$ 61,200.00	$ 45,200.00	$ (16,000.00)	50% of year elapsed w no parking enforcement officer.
001-020-51003	Part Time Reserves	$ 5,000.00	$ 5,000.00	$ -	
001-020-51004	Overtime Wages	$ 162,000.00	$ 162,000.00	$ -	
001-020-51005	Watch Command Salaries	$ 3,792.50	$ 3,792.50	$ -	
001-020-51006	Vision Insurance	$ 3,284.00	$ 3,284.00	$ -	
001-020-51007	Health Insurance	$ 516,352.00	$ 549,500.00	$ 33,148.00	Difference in retiree to new employee + YOY premium change discrepancies.
001-020-51008	Dental Insurance	$ 32,700.00	$ 32,700.00	$ -	
001-020-51010	Worker's Compensation	$ 169,688.06	$ 168,854.78	$ (833.28)	
001-020-51011	Medicare Tax	$ 33,164.85	$ 32,536.73	$ (628.12)	Percentage of total budgeted wages.
001-020-51013	Holiday Payout	$ -	$ 11,957.12	$ 11,957.12	Retiree required payout.
001-020-51014	Field Training	$ 2,400.00	$ 2,400.00	$ -	
001-020-51015	Shift Differential Pay	$ 26,500.00	$ 34,800.00	$ 8,300.00	Based on trend.
001-020-51017	PARS-ARS	$ 1,205.60	$ 677.70	$ (527.90)	Percentage of PT wages.
001-020-51024	Deferred Compensation	$ 7,558.40	$ 7,558.40	$ -	
001-020-51025	Retiree Health Insurance	$ 415,000.00	$ 415,000.00	$ -	
001-020-51027	PERS EE/ER	$ 473,619.00	$ 460,000.00	$ (13,619.00)	Gap in employment between retiree and new employee.
001-020-51029	PERS LS UAL	$ 787,187.00	$ 785,273.34	$ (1,913.66)	
001-020-51043	Disability & Life Insurance	$ 12,000.00	$ 12,000.00	$ -	
001-020-51046	OPEB	$ 204,505.00	$ 202,000.00	$ (2,505.00)	Gap in employment between retiree and new employee.
001-020-52006	Recruitment	$ 7,000.00	$ 7,000.00	$ -	
001-020-52009	Training	$ 25,000.00	$ 20,000.00	$ (5,000.00)	
001-020-52010	Utilities	$ 19,000.00	$ 19,000.00	$ -	
001-020-52011	Outreach	$ 7,000.00	$ 7,000.00	$ -	
001-020-52012	Office Supplies & Postage	$ 3,000.00	$ 3,000.00	$ -	
001-020-52013	Communications	$ 38,000.00	$ 42,400.00	$ 4,400.00	Current trend.
001-020-52014	Meetings & Travel	$ 25,000.00	$ 20,000.00	$ (5,000.00)	
001-020-52015	Professional Services	$ 18,000.00	$ 18,000.00	$ -	
001-020-52017	Waste Fees	$ 350.00	$ 350.00	$ -	
001-020-52018	Special Department Supplies	$ 29,000.00	$ 29,000.00	$ -	
001-020-52019	Misc. Dues & Subscriptions	$ 3,800.00	$ 3,800.00	$ -	
001-020-52021	Fingerprint Fees	$ 13,000.00	$ 13,000.00	$ -	
001-020-52024	Property Taxes	$ 20.00	$ 20.00	$ -	
001-020-52045	IT	$ 29,000.00	$ 29,000.00	$ -	
001-020-53020	Vehicle Operation	$ 35,000.00	$ 45,000.00	$ 10,000.00	Unexpected vehicle repair and maintenance needs.
001-020-54023	Building Operation	$ 7,000.00	$ 6,000.00	$ (1,000.00)	
001-020-54024	AB 109/Realignment Expense	$ 103,900.00	$ 103,900.00	$ -	
001-020-54025	Ran Reimbursement	$ 28,275.00	$ 28,275.00	$ -	
001-020-56028	Capital Equipment	$ 120,000.00	$ 120,000.00	$ -	
001-020-56030	Loan Payment	$ 23,000.00	$ 23,000.00	$ -	
001-020-57000	Lease Principal	$ 31,800.00	$ 31,800.00	$ -	
		$ 5,480,264.53	$ 5,520,042.69	$ 39,778.16	

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
General Fund Fire Department					
001-021-51001	Full Time Salaries	$ 157,892.09	$ 175,000.00	$ 17,107.91	Addition of 5 months of Deputy Fire Chief.
001-021-51002	Part Time Salaries	$ 33,342.50	$ 9,342.50	$ (24,000.00)	Removal of PT Asst. Fire Chief.
001-021-51003	Strike Team Pay	$ -	$ 100,000.00	$ 100,000.00	Increased based on actual and added additional based on anticipated spending. Revenue increase to offset +10%.
001-021-51004	Overtime Wages	$ 7,000.00	$ 7,000.00	$ -	
001-021-51006	Vision Insurance	$ 304.00	$ 344.00	$ 40.00	Addition of 5 months of Deputy Fire Chief.
001-021-51007	Health Insurance	$ 58,202.00	$ 56,000.00	$ (2,202.00)	Addition of 5 months of Deputy Fire Chief.
001-021-51008	Dental Insurance	$ 3,208.00	$ 3,658.00	$ 450.00	Addition of 5 months of Deputy Fire Chief.
001-021-51009	City Fire Callouts	$ 50,000.00	$ 50,000.00	$ -	
001-021-51010	Worker's Compensation	$ 14,561.22	$ 14,489.71	$ (71.51)	
001-021-51011	Medicare Tax	$ 3,525.00	$ 5,171.14	$ 1,646.14	Addition of 5 months of Deputy Fire Chief.
001-021-51017	PARS-ARS	$ 1,175.00	$ 2,151.12	$ 976.12	
001-021-51018	Duty Time	$ 3,000.00	$ 3,400.00	$ 400.00	
001-021-51024	Deferred Compensation	$ 2,283.59	$ 1,000.00	$ (1,283.59)	Addition of 5 months of Deputy Fire Chief.
001-021-51025	Retiree Health Insurance	$ 16,000.00	$ 12,000.00	$ (4,000.00)	
001-021-51027	PERS EE/ER	$ 19,183.58	$ 26,000.00	$ 6,816.42	Addition of 5 months of Deputy Fire Chief.
001-021-51029	PERS LS UAL	$ 6,318.00	$ 6,302.62	$ (15.38)	
001-021-51041	Fireman's Life Insurance	$ 4,000.00	$ 4,600.00	$ 600.00	
001-021-51042	Unemployment Insurance	$ 500.00	$ 500.00	$ -	
001-021-51043	Disability & Life Insurance	$ 888.00	$ 1,150.00	$ 262.00	Addition of 5 months of Deputy Fire Chief.
001-021-51046	OPEB	$ 15,060.00	$ 17,400.00	$ 2,340.00	Addition of 5 months of Deputy Fire Chief.
001-021-52006	Recruitment	$ 1,500.00	$ 1,500.00	$ -	
001-021-52009	Training	$ 15,000.00	$ 15,000.00	$ -	
001-021-52010	Utilities	$ 16,000.00	$ 16,000.00	$ -	
001-021-52011	Advertising & Printing	$ 1,200.00	$ 1,200.00	$ -	
001-021-52012	Office Supplies & Postage	$ 600.00	$ 600.00	$ -	
001-021-52013	Communications	$ 12,000.00	$ 12,000.00	$ -	
001-021-52014	Meetings & Travel	$ 9,000.00	$ 7,000.00	$ (2,000.00)	
001-021-52015	Professional Services	$ 35,000.00	$ 35,000.00	$ -	
001-021-52017	Waste Fees	$ 3,000.00	$ 2,500.00	$ (500.00)	
001-021-52018	Special Department Supplies	$ 75,000.00	$ 80,000.00	$ 5,000.00	
001-021-52019	Misc. Dues & Subscriptions	$ 3,000.00	$ 1,500.00	$ (1,500.00)	
001-021-52024	Property Taxes	$ 1,000.00	$ -	$ (1,000.00)	
001-021-52045	IT	$ 8,000.00	$ 8,000.00	$ -	

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
001-021-53020	Vehicle Operation	$ 33,000.00	$ 30,000.00	$ (3,000.00)	
001-021-53022	Office Equipment Operation	$ 1,000.00	$ 1,000.00	$ -	
001-021-54023	Building Operation	$ 3,500.00	$ 2,500.00	$ (1,000.00)	
001-021-55024	Rentals	$ 2,000.00	$ 2,000.00	$ -	
001-021-55101	Refunds	$ 200.00	$ 200.00	$ -	
001-021-56028	Capital Equipment	$ 75,000.00	$ 396,625.00	$ 321,625.00	$310k for 50% of Pumper Tender. $27,125 for estimated sales tax on City portion of Pumper Tender. $59,500 for 50% of air compressor replacement for SCBAs.
		$ 691,442.98	$ 1,108,134.09	$ 416,691.11	FD adjustment approved at prior council meeting.

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
General Fund Building					
001-022-51001	Full Time Salaries	$ 49,600.00	$ 40,000.00	$ (9,600.00)	
001-022-51006	Vision Insurance	$ 100.00	$ 60.00	$ (40.00)	
001-022-51007	Health Insurance	$ 7,760.19	$ 500.00	$ (7,260.19)	
001-022-51008	Dental Insurance	$ 860.00	$ 550.00	$ (310.00)	
001-022-51010	Worker's Compensation	$ 988.27	$ 983.42	$ (4.85)	
001-022-51011	Medicare Tax	$ 746.00	$ 600.00	$ (146.00)	
001-022-51022	PARS System	$ -	$ 53.63	$ 53.63	
001-022-51024	Deferred Compensation	$ 1,000.00	$ 1,820.00	$ 820.00	
001-022-51025	Retiree Health Insurance	$ 15,180.00	$ 14,000.00	$ (1,180.00)	
001-022-51027	PERS EE/ER	$ 3,900.00	$ 3,500.00	$ (400.00)	
001-022-51043	Disability & Life Insurance	$ 250.00	$ 160.00	$ (90.00)	
001-022-51046	OPEB	$ 5,270.00	$ 3,700.00	$ (1,570.00)	
001-022-52006	Recruitment	$ -	$ -	$ -	
001-022-52012	Office Supplies & Postage	$ 300.00	$ 500.00	$ 200.00	
001-022-52013	Communications	$ 600.00	$ 600.00	$ -	
001-022-52014	Meetings & Travel	$ 5,000.00	$ 5,000.00	$ -	
001-022-52015	Professional Services	$ 105,000.00	$ 105,000.00	$ -	
001-022-52018	Special Department Supplies	$ 13,500.00	$ 13,500.00	$ -	
001-022-52019	Misc. Dues & Subscriptions	$ 16,260.00	$ 16,260.00	$ -	
001-022-52045	IT	$ 900.00	$ 900.00	$ -	
001-022-53020	Vehicle Operation	$ 500.00	$ 500.00	$ -	
		$ 227,714.46	$ 208,187.05	$ (19,527.41)	
General Fund Streets Maintenance					
001-023-51001	Full Time Salaries	$ 205,105.37	$ 205,105.37	$ -	
001-023-51002	Part Time Salaries	$ 7,800.00	$ 5,000.00	$ (2,800.00)	
001-023-51004	Overtime Wages	$ 4,600.00	$ 4,600.00	$ -	
001-023-51006	Vision Insurance	$ 366.00	$ 366.00	$ -	
001-023-51007	Health Insurance	$ 55,799.00	$ 53,000.00	$ (2,799.00)	
001-023-51008	Dental Insurance	$ 3,844.00	$ 3,844.00	$ -	
001-023-51010	Worker's Compensation	$ 4,604.92	$ 4,582.31	$ (22.61)	
001-023-51011	Medicare Tax	$ 3,272.36	$ 3,310.58	$ 38.22	
001-023-51017	PARS-ARS	$ 102.00	$ 102.00	$ -	
001-023-51018	Duty Time	$ 3,600.00	$ 6,000.00	$ 2,400.00	
001-023-51022	PARS System	$ 16,878.01	$ 19,000.00	$ 2,121.99	
001-023-51024	Deferred Compensation	$ 3,155.78	$ 5,500.00	$ 2,344.22	
001-023-51025	Retiree Health Insurance	$ 47,800.00	$ 47,800.00	$ -	
001-023-51027	PERS EE/ER	$ 25,465.49	$ 27,900.00	$ 2,434.51	
001-023-51029	PERS LS UAL	$ 6,222.00	$ 6,206.69	$ (15.31)	
001-023-51043	Disability & Life Insurance	$ 1,145.00	$ 1,145.00	$ -	
001-023-51046	OPEB	$ 19,700.00	$ 20,000.00	$ 300.00	
001-023-52006	Recruitment	$ -	$ -	$ -	
001-023-52009	Training	$ -	$ -	$ -	

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
001-023-52010	Utilities	$ 69,000.00	$ 65,000.00	$ (4,000.00)	
001-023-52012	Office Supplies & Postage	$ 1,200.00	$ 1,200.00	$ -	
001-023-52013	Communications	$ 1,400.00	$ 2,000.00	$ 600.00	
001-023-52014	Meetings & Travel	$ 3,000.00	$ 3,000.00	$ -	
001-023-52015	Professional Services	$ 5,400.00	$ 5,400.00	$ -	
001-023-52017	Waste Fees	$ 4,000.00	$ 4,500.00	$ 500.00	
001-023-52018	Special Department Supplies	$ 53,500.00	$ 53,500.00	$ -	
001-023-52019	Misc. Dues & Subscriptions	$ 1,900.00	$ 1,900.00	$ -	
001-023-52024	Property Taxes	$ 300.00	$ 300.00	$ -	
001-023-52045	IT	$ 5,200.00	$ 5,200.00	$ -	
001-023-53020	Vehicle Operation	$ 23,000.00	$ 23,000.00	$ -	
001-023-55024	Lease Profit And Loss	$ 68,000.00	$ 68,000.00	$ -	
001-023-56028	Capital Equipment	$ 32,154.74	$ 34,254.74	$ 2,100.00	
001-023-56031	Capital Improvement Program	$ 350,000.00	$ 350,000.00	$ -	
001-023-56034	Lease Principal	$ 5,700.00	$ 5,700.00	$ -	
001-023-59999	Transfers Out	$ 110,000.00	$ 110,000.00	$ -	
		$ 1,143,214.67	$ 1,146,416.69	$ 3,202.02	

General Fund Parks & Rec

001-031-51001	Full Time Salaries	$ 318,705.96	$ 332,000.00	$ 13,294.04	Employee position change and updating for Bargaining Agreements.
001-031-51002	Part Time Salaries	$ 215,250.00	$ 215,250.00	$ -	
001-031-51004	Overtime Wages	$ 8,000.00	$ 8,000.00	$ -	
001-031-51006	Vision Insurance	$ 775.00	$ 775.00	$ -	
001-031-51007	Health Insurance	$ 147,443.59	$ 147,443.59	$ -	
001-031-51008	Dental Insurance	$ 8,130.00	$ 8,200.00	$ 70.00	
001-031-51010	Worker's Compensation	$ 9,094.19	$ 9,049.53	$ (44.66)	
001-031-51011	Medicare Tax	$ 8,020.95	$ 8,060.00	$ 39.05	Employee position change and updating for Bargaining Agreements.
001-031-51017	PARS-ARS	$ 2,910.00	$ 2,910.00	$ -	
001-031-51022	PARS System	$ 55,000.00	$ 56,030.00	$ 1,030.00	Employee position change and updating for Bargaining Agreements.
001-031-51024	Deferred Compensation	$ 5,240.00	$ 5,356.00	$ 116.00	Employee position change and updating for Bargaining Agreements.
001-031-51025	Retiree Health Insurance	$ 62,568.00	$ 62,568.00	$ -	
001-031-51027	PERS EE/ER	$ 61,600.00	$ 62,500.00	$ 900.00	Employee position change and updating for Bargaining Agreements.
001-031-51029	PERS LS UAL	$ 12,883.00	$ 12,851.60	$ (31.40)	
001-031-51042	Unemployment Insurance	$ 1,500.00	$ 1,500.00	$ -	
001-031-51043	Disability & Life Insurance	$ 2,264.00	$ 2,200.00	$ (64.00)	
001-031-51046	OPEB	$ 32,645.00	$ 33,700.00	$ 1,055.00	Employee position change and updating for Bargaining Agreements.
001-031-52009	Training	$ 3,000.00	$ 1,500.00	$ (1,500.00)	
001-031-52010	Utilities	$ 50,000.00	$ 50,000.00	$ -	

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
001-031-52011	Advertising & Printing	$ 500.00	$ 500.00	$ -	
001-031-52012	Office Supplies & Postage	$ 300.00	$ 300.00	$ -	
001-031-52013	Communications	$ 6,000.00	$ 6,500.00	$ 500.00	
001-031-52014	Meetings & Travel	$ 4,000.00	$ 2,000.00	$ (2,000.00)	
001-031-52015	Professional Services	$ 186,325.00	$ 190,325.00	$ 4,000.00	$158,325 for master plan. Add $4k to ensure tree trimming costs are covered and provide for additional unforeseen costs.
001-031-52017	Waste Fees	$ 32,450.00	$ 31,900.00	$ (550.00)	
001-031-52018	Special Department Supplies	$ 80,000.00	$ 100,000.00	$ 20,000.00	Delayed payment on tennis return walls, additional buffer for event needs and unforeseen costs.
001-031-52019	Misc. Dues & Subscriptions	$ 3,000.00	$ 2,500.00	$ (500.00)	
001-031-52045	IT	$ 19,500.00	$ 21,000.00	$ 1,500.00	
001-031-53020	Vehicle Operation	$ 10,000.00	$ 9,500.00	$ (500.00)	
001-031-53021	Special Equipment Operation	$ 10,000.00	$ 9,500.00	$ (500.00)	
001-031-55024	Rentals	$ 70,595.00	$ 70,595.00	$ -	
001-031-55025	Chamber of Commerce	$ 1,000.00	$ 1,000.00	$ -	
001-031-55050	Park Renovation	$ 30,000.00	$ 30,000.00	$ -	
001-031-56027	Capital Improvement	$ 189,540.00	$ 209,540.00	$ 20,000.00	Increase resurfacing project from $70,000 to $90,000. Remainder of budget is for Field 6.
001-031-56028	Capital Equipment	$ 47,000.00	$ 49,000.00	$ 2,000.00	Increase of $2,000 to ensure cost coverage for capital expenses included in original budget.
001-031-57000	Lease Principal	$ 7,560.00	$ 7,560.00	$ -	
001-031-58030	Urban Greening Grant	$ 50,000.00	$ 50,000.00	$ -	
		$ 1,752,799.69	$ 1,811,613.72	$ 58,814.03	
General Fund Planning					
001-034-51001	Full Time Salaries	$ 110,466.30	$ 113,466.30	$ 3,000.00	Potential for step increase.
001-034-51002	Part Time Salaries	$ 5,000.00	$ 2,000.00	$ (3,000.00)	
001-034-51004	Overtime Wages	$ 500.00	$ -	$ (500.00)	Change to salaried exempt status.
001-034-51006	Vision Insurance	$ 166.00	$ 150.00	$ (16.00)	
001-034-51007	Health Insurance	$ 32,562.95	$ 31,000.00	$ (1,562.95)	
001-034-51008	Dental Insurance	$ 1,420.00	$ 1,350.00	$ (70.00)	
001-034-51010	Worker's Compensation	$ 2,391.82	$ 2,380.07	$ (11.75)	
001-034-51011	Medicare Tax	$ 1,716.30	$ 1,732.00	$ 15.70	
001-034-51017	PARS-ARS	$ 65.00	$ 30.00	$ (35.00)	
001-034-51022	PARS System	$ -	$ 18.77	$ 18.77	
001-034-51024	Deferred Compensation	$ 200.00	$ 100.00	$ (100.00)	
001-034-51025	Retiree Health Insurance	$ 14,718.00	$ 14,000.00	$ (718.00)	
001-034-51027	PERS EE/ER	$ 8,802.35	$ 11,000.00	$ 2,197.65	
001-034-51029	PERS LS UAL	$ 1,200.00	$ 1,196.58	$ (3.42)	
001-034-51043	Disability & Life Insurance	$ 790.00	$ 700.00	$ (90.00)	
001-034-51046	OPEB	$ 11,175.00	$ 11,400.00	$ 225.00	
001-034-52011	Advertising & Printing	$ -	$ -	$ -	
001-034-52012	Office Supplies & Postage	$ 2,500.00	$ 2,500.00	$ -	
001-034-52013	Communications	$ 550.00	$ 550.00	$ -	

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
001-034-52014	Meetings & Travel	$ 5,500.00	$ 5,500.00	$ -	
001-034-52015	Professional Services	$ 172,000.00	$ 72,000.00	$ (100,000.00)	Includes 16k for City brand, 50k for wayfinding master plan, 6k for standard expenses. Removed budget for general plan updates.
001-034-52018	Special Department Supplies	$ 2,000.00	$ 2,500.00	$ 500.00	
001-034-52019	Misc. Dues & Subscriptions	$ 1,000.00	$ 1,000.00	$ -	
001-034-52045	IT	$ 6,000.00	$ 6,000.00	$ -	
001-034-53025	LAFCO	$ 15,000.00	$ 15,000.00	$ -	
		$ 395,723.72	$ 295,573.72	$ (100,150.00)	
General Fund Summer Camp					
001-035-51002	Part Time Salaries	$ 69,800.00	$ 69,800.00	$ -	
001-035-51011	Medicare Tax	$ 1,015.00	$ 1,015.00	$ -	
001-035-51017	PARS-ARS	$ 910.00	$ 910.00	$ -	
001-035-52010	Utilities	$ 3,500.00	$ 3,500.00	$ -	
001-035-52015	Professional Services	$ 250.00	$ 250.00	$ -	
001-035-52018	Special Department Supplies	$ 12,000.00	$ 12,000.00	$ -	
001-035-52045	IT	$ 1,200.00	$ 1,200.00	$ -	
		$ 88,675.00	$ 88,675.00	$ -	
General Fund Pool					
001-037-51002	Part Time Salaries	$ 224,020.00	$ 224,020.00	$ -	
001-037-51011	Medicare Tax	$ 3,300.00	$ 3,300.00	$ -	
001-037-51017	PARS-ARS	$ 2,950.00	$ 2,950.00	$ -	
001-037-52009	Training	$ 2,500.00	$ 2,500.00	$ -	
001-037-52010	Utilities	$ 30,000.00	$ 30,000.00	$ -	
001-037-52013	Communications	$ 1,000.00	$ 1,000.00	$ -	
001-037-52014	Meetings & Travel	$ 2,000.00	$ 2,000.00	$ -	
001-037-52015	Professional Services	$ 5,000.00	$ 5,000.00	$ -	
001-037-52018	Special Department Supplies	$ 61,000.00	$ 68,000.00	$ 7,000.00	New Lane Lines.
001-037-52045	IT	$ 6,000.00	$ 6,300.00	$ 300.00	
001-037-52047	Concessions	$ 3,580.00	$ 4,000.00	$ 420.00	
001-037-53021	Special Equipment Operation	$ 7,000.00	$ 7,000.00	$ -	
001-037-56028	Capital Equipment	$ 10,000.00	$ 15,000.00	$ 5,000.00	New gutters, ensure cost is covered.
		$ 358,350.00	$ 371,070.00	$ 12,720.00	

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
General Fund After School Program					
001-038-51002	Part Time Salaries	$ 40,210.00	$ 40,210.00	$ -	
001-038-51011	Medicare Tax	$ 585.00	$ 585.00	$ -	
001-038-51017	PARS-ARS	$ 525.00	$ 525.00	$ -	
001-038-52010	Utilities	$ 500.00	$ 500.00	$ -	
001-038-52011	Advertising & Printing	$ 450.00	$ 450.00	$ -	
001-038-52015	Professional Services	$ 10,000.00	$ 10,000.00	$ -	
001-038-52018	Special Department Supplies	$ 8,200.00	$ 8,200.00	$ -	
001-038-52045	IT	$ 150.00	$ 150.00	$ -	
		$ 60,620.00	$ 60,620.00	$ -	
General Fund Total Expenses					
		$ 12,853,158.68	$ 13,368,721.50	$ 515,562.82	

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
Sewer Fund Revenue					
002-000-33010	Interest on Bank Deposits	$ 121,800.00	$ 121,800.00	$ -	
002-000-33020	Rental of Real Property	$ -	$ -	$ -	
002-000-39017	Sewer Miscellaneous	$ 6,000.00	$ 46,000.00	$ 40,000.00	Development payment.
002-000-39020	Sewer Service Collection	$ 1,400,000.00	$ 1,410,000.00	$ 10,000.00	
002-000-39023	Sewer Service Penalties	$ 1,000.00	$ 1,600.00	$ 600.00	
002-000-39075	Intergovernmental Revenue	$ 675,000.00	$ 675,000.00	$ -	CWSRF and CIPP reimbursement. This amount is not certain at this time and a subsequent budget adjustment may be presented at a later date this fiscal year.
		$ 2,203,800.00	$ 2,254,400.00	$ 50,600.00	

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
Sewer Fund Expenses					
002-051-51001	Full Time Salaries	$ 262,033.89	$ 260,000.00	$ (2,033.89)	
002-051-51002	Part Time Salaries	$ 8,320.00	$ 6,000.00	$ (2,320.00)	
002-051-51004	Overtime Wages	$ 8,684.00	$ 8,684.00	$ -	
002-051-51006	Vision Insurance	$ 512.00	$ 512.00	$ -	
002-051-51007	Health Insurance	$ 90,377.00	$ 88,000.00	$ (2,377.00)	
002-051-51008	Dental Insurance	$ 5,381.00	$ 5,381.00	$ -	
002-051-51010	Worker's Compensation	$ 6,476.32	$ 6,444.52	$ (31.80)	
002-051-51011	Medicare Tax	$ 4,222.34	$ 4,258.26	$ 35.92	
002-051-51017	PARS-ARS	$ 110.00	$ 110.00	$ -	
002-051-51018	Duty Time	$ 6,240.00	$ 9,200.00	$ 2,960.00	
002-051-51022	PARS System	$ 26,254.79	$ 28,600.00	$ 2,345.21	
002-051-51024	Deferred Compensation	$ 3,883.18	$ 4,900.00	$ 1,016.82	
002-051-51025	Retiree Health Insurance	$ 48,000.00	$ 47,000.00	$ (1,000.00)	
002-051-51027	PERS EE/ER	$ 36,480.88	$ 39,000.00	$ 2,519.12	
002-051-51029	PERS LS UAL	$ 162,239.00	$ 161,843.94	$ (395.06)	
002-051-51043	Disability & Life Insurance	$ 1,590.00	$ 1,590.00	$ -	
002-051-51046	OPEB	$ 25,390.00	$ 26,000.00	$ 610.00	
002-051-52006	Recruitment	$ -	$ -	$ -	
002-051-52009	Training	$ -	$ -	$ -	
002-051-52010	Utilities	$ 28,400.00	$ 27,500.00	$ (900.00)	
002-051-52012	Office Supplies & Postage	$ 7,300.00	$ 7,300.00	$ -	
002-051-52013	Communications	$ 2,700.00	$ 2,700.00	$ -	
002-051-52014	Meetings & Travel	$ 4,000.00	$ 4,000.00	$ -	
002-051-52015	Professional Services	$ 71,400.00	$ 71,400.00	$ -	
002-051-52017	Waste Fees	$ 5,600.00	$ 5,600.00	$ -	
002-051-52018	Special Department Supplies	$ 74,300.00	$ 74,300.00	$ -	
002-051-52019	Misc. Dues & Subscriptions	$ 3,800.00	$ 3,800.00	$ -	
002-051-52045	IT	$ 2,700.00	$ 2,700.00	$ -	

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
002-051-53020	Vehicle Operation	$ 20,000.00	$ 20,000.00	$ -	
002-051-55023	Small Claims	$ 100.00	$ 100.00	$ -	
002-051-55024	Rentals	$ 1,000.00	$ 1,000.00	$ -	
002-051-55100	City Cost Plan	$ 165,264.00	$ 165,264.00	$ -	
002-051-55101	Refunds	$ 2,000.00	$ 2,000.00	$ -	
002-051-56025	Depreciation	$ 140,000.00	$ 170,900.00	$ 30,900.00	
002-051-56027	Capital Improvement	$ 718,000.00	$ 718,000.00	$ -	$300,000 for CIPP disaster funds planning & design. REIMBURSABLE. $375k for CWSRF grant for BAWA planning and design. Also REIMBURSABLE. $43k pump at lift station, building rehab, VFD at sewer plant. Similar to intergovernmental revenue, CIPP and CWSRF amounts applicable to this fiscal year are not certain yet and an additional budget adjustment may be presented later in the fiscal year.
002-051-56028	Capital Equipment	$ 42,154.74	$ 44,254.74	$ 2,100.00	Utility truck and vactor headsets. Adding 2,100 due to accounting need, staff assumed Vloc was operating expense, qualifies for capitalization.
002-051-57000	Lease Principal	$ 5,800.00	$ 5,800.00	$ -	
		$ 1,990,713.14	$ 2,024,142.46	$ 33,429.32	

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
Gas Tax Fund Revenue					
003-000-39100	Section 2105	$ 23,000.00	$ 23,000.00	$ -	
003-000-39110	Section 2107-5	$ 1,000.00	$ 1,000.00	$ -	
003-000-39120	Section 2107	$ 32,000.00	$ 32,000.00	$ -	
003-000-39130	Section 2106	$ 19,500.00	$ 19,500.00	$ -	
003-000-39135	Misc/Prop 42	$ 37,000.00	$ 37,000.00	$ -	
003-000-39139	SB 1	$ 99,094.00	$ 99,094.00	$ -	
		$ 211,594.00	$ 211,594.00	$ -	

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
Gas Tax Fund Expenses					
003-030-51001	Full Time Salaries	$ 66,607.41	$ 74,200.00	$ 7,592.59	
003-030-51002	Part Time Salaries	$ -	$ 1,400.00	$ 1,400.00	
003-030-51004	Overtime Wages	$ 1,144.00	$ 1,144.00	$ -	
003-030-51006	Vision Insurance	$ 150.00	$ 150.00	$ -	
003-030-51007	Health Insurance	$ 27,981.45	$ 27,981.45	$ -	
003-030-51008	Dental Insurance	$ 1,500.00	$ 1,500.00	$ -	
003-030-51010	Worker's Compensation	$ 1,839.86	$ 1,830.83	$ (9.03)	
003-030-51011	Medicare Tax	$ 1,033.56	$ 1,160.00	$ 126.44	
003-030-51017	PARS-ARS	$ -	$ 20.00	$ 20.00	
003-030-51018	Duty Time	$ 2,080.00	$ 3,300.00	$ 1,220.00	
003-030-51022	PARS System	$ 9,376.47	$ 10,270.00	$ 893.53	
003-030-51024	Deferred Compensation	$ 948.44	$ 1,300.00	$ 351.56	
003-030-51027	PERS EE/ER	$ 10,900.25	$ 12,500.00	$ 1,599.75	
003-030-51029	PERS LS UAL	$ 2,695.00	$ 2,688.12	$ (6.88)	
003-030-51043	Disability & Life Insurance	$ 450.00	$ 480.00	$ 30.00	
003-030-51046	OPEB	$ 6,875.00	$ 7,700.00	$ 825.00	
003-030-52018	Special Department Supplies	$ 16,000.00	$ 16,000.00	$ -	
		$ 149,581.44	$ 163,624.40	$ 14,042.96	

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
Water Fund Revenue					
004-000-33010	Interest On Bank Deposits	$ 71,360.00	$ 80,000.00	$ 8,640.00	Increased interest earning based on funds not used for water line project yet.
004-000-39012	Water Service Collection	$ 1,100,000.00	$ 1,100,000.00	$ -	
004-000-39013	Water Service Penalties	$ 900.00	$ 1,200.00	$ 300.00	
004-000-39017	Water Miscellaneous	$ 20,000.00	$ 48,000.00	$ 28,000.00	Development payment.
		$ 1,192,260.00	$ 1,229,200.00	$ 36,940.00	

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
Water Fund Expenses					
004-050-51001	Full Time Salaries	$ 217,049.16	$ 217,049.16	$ -	
004-050-51002	Part Time Salaries	$ 8,430.00	$ 6,000.00	$ (2,430.00)	
004-050-51004	Overtime Wages	$ 9,194.00	$ 9,194.00	$ -	
004-050-51006	Vision Insurance	$ 429.00	$ 429.00	$ -	
004-050-51007	Health Insurance	$ 78,020.00	$ 76,000.00	$ (2,020.00)	
004-050-51008	Dental Insurance	$ 4,505.00	$ 4,505.00	$ -	
004-050-51010	Worker's Compensation	$ 5,435.49	$ 5,408.80	$ (26.69)	
004-050-51011	Medicare Tax	$ 3,570.90	$ 3,600.65	$ 29.75	
004-050-51017	PARS-ARS	$ 110.00	$ 110.00	$ -	
004-050-51018	Duty Time	$ 6,604.00	$ 7,800.00	$ 1,196.00	
004-050-51022	PARS System	$ 22,503.53	$ 24,700.00	$ 2,196.47	
004-050-51024	Deferred Compensation	$ 3,200.00	$ 3,900.00	$ 700.00	
004-050-51025	Retiree Health Insurance	$ 63,756.60	$ 62,000.00	$ (1,756.60)	
004-050-51027	PERS EE/ER	$ 29,681.20	$ 32,600.00	$ 2,918.80	
004-050-51029	PERS LS UAL	$ 125,645.00	$ 125,338.78	$ (306.22)	
004-050-51043	Disability & Life Insurance	$ 1,400.00	$ 1,400.00	$ -	
004-050-51046	OPEB	$ 21,200.00	$ 21,200.00	$ -	
004-050-52006	Recruitment	$ -	$ -	$ -	
004-050-52009	Training	$ -	$ -	$ -	
004-050-52010	Utilities	$ 48,000.00	$ 58,000.00	$ 10,000.00	
004-050-52012	Office Supplies & Postage	$ 6,800.00	$ 6,800.00	$ -	
004-050-52013	Communications	$ 3,700.00	$ 3,700.00	$ -	
004-050-52014	Meetings & Travel	$ 4,000.00	$ 4,000.00	$ -	
004-050-52015	Professional Services	$ 102,000.00	$ 102,000.00	$ -	
004-050-52017	Waste Fees	$ 1,670.00	$ 1,670.00	$ -	
004-050-52018	Special Department Supplies	$ 47,000.00	$ 51,000.00	$ 4,000.00	To cover item that was applied to Cap Ex and doesn't qualify.
004-050-52019	Misc. Dues & Subscription	$ 3,800.00	$ 3,800.00	$ -	
004-050-52020	Water Conservation Program	$ 1,300.00	$ 1,300.00	$ -	
004-050-52045	IT	$ 2,700.00	$ 2,700.00	$ -	
004-050-53020	Vehicle Operation	$ 20,000.00	$ 20,000.00	$ -	
004-050-55023	Small Claims	$ 200.00	$ 200.00	$ -	
004-050-55024	Rentals	$ 3,000.00	$ 3,000.00	$ -	
004-050-55100	City Cost Plan	$ 160,881.00	$ 160,881.00	$ -	
004-050-55101	Refunds	$ 6,000.00	$ 3,000.00	$ (3,000.00)	

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
004-050-56025	Depreciation	$ 200,000.00	$ 218,000.00	$ 18,000.00	
004-050-56027	Capital Improvement	$ 1,070,000.00	$ 1,070,000.00	$ -	$1M for water line project. $70k on infrastructure upgrades.
004-050-56028	Capital Equipment	$ 32,154.73	$ 34,154.73	$ 2,000.00	Added 2k to cover Vloc, accounting need. Remainder is for utility truck.
004-050-56030	Loan Payment	$ 18,260.17	$ -	$ (18,260.17)	No USDA loan. Interfund loan principal payment will be a balance sheet transaction, not included as an operating expense or budgeted.
004-050-56500	Interest	$ 110,625.00	$ -	$ (110,625.00)	Removing interest payment, will update budget and interest expense when interfund loan amortization schedule is reviewed/approved by council.
004-050-57000	Lease Principal	$ 7,596.00	$ 7,596.00	$ -	
		$ 2,450,420.78	$ 2,353,037.12	$ (97,383.66)	

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
Measure A Fund Revenue					
010-000-39722	TUT Measure A	$ 800,000.00	$ 800,000.00	$ -	
Measure A Fund Expenses					
010-000-59999	Transfers Out	$ 700,000.00	$ 700,000.00	$ -	

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
SMHP Fund Revenue					
012-000-33010	Interest On Bank Deposits	$ 13,920.00	$ 15,000.00	$ 1,080.00	
012-000-39735	Utilities Clearing Account	$ 39,000.00	$ 39,400.00	$ 400.00	
012-000-39750	Rents - Assisted Units	$ 6,600.00	$ 8,000.00	$ 1,400.00	
012-000-39760	Rents - Unassisted Units	$ 102,000.00	$ 99,000.00	$ (3,000.00)	
		$ 161,520.00	$ 161,400.00	$ (120.00)	
SMHP Fund Expenses					
012-095-51001	Full Time Salaries	$ 14,330.00	$ 15,800.00	$ 1,470.00	Employee position change and updating for Bargaining Agreements.
012-095-51002	Part Time Salaries	$ 12,740.00	$ 24,000.00	$ 11,260.00	Dedicated PT employee now.
012-095-51006	Vision Insurance	$ 50.00	$ 50.00	$ -	
012-095-51007	Health Insurance	$ 7,770.00	$ 7,770.00	$ -	
012-095-51008	Dental Insurance	$ 440.00	$ 440.00	$ -	
012-095-51010	Worker's Compensation	$ 484.00	$ 481.62	$ (2.38)	
012-095-51011	Medicare Tax	$ 402.00	$ 597.00	$ 195.00	
012-095-51017	PARS-ARS	$ 100.00	$ 324.00	$ 224.00	Dedicated PT employee now.
012-095-51022	PARS System	$ 1,581.00	$ 1,780.00	$ 199.00	Employee position change and updating for Bargaining Agreements.
012-095-51024	Deferred Compensation	$ 151.00	$ 170.00	$ 19.00	Employee position change and updating for Bargaining Agreements.
012-095-51027	PERS EE/ER	$ 2,165.00	$ 2,950.00	$ 785.00	Employee position change and updating for Bargaining Agreements.
012-095-51029	PERS LS UAL	$ 9,001.00	$ 8,978.82	$ (22.18)	
012-095-51043	Disability & Life Insurance	$ 110.00	$ 130.00	$ 20.00	Employee position change and updating for Bargaining Agreements.
012-095-51046	OPEB	$ 1,470.00	$ 1,690.00	$ 220.00	Employee position change and updating for Bargaining Agreements.
012-095-52010	Utilities	$ 44,000.00	$ 44,000.00	$ -	
012-095-52012	Office Supplies & Postage	$ 100.00	$ 100.00	$ -	
012-095-52015	Professional Services	$ 5,000.00	$ 5,000.00	$ -	
012-095-52017	Waste Fees	$ 7,500.00	$ 7,500.00	$ -	
012-095-52018	Special Department Supplies	$ 7,500.00	$ 7,500.00	$ -	
012-095-52045	IT	$ 100.00	$ 100.00	$ -	
012-095-53020	Vehicle Operation	$ 1,200.00	$ 1,200.00	$ -	
012-095-55100	City Cost Plan	$ 20,422.00	$ 20,422.00	$ -	
012-095-56027	Capital Improvement	$ 30,000.00	$ 50,000.00	$ 20,000.00	$12k concrete for driveway. $8k for cart. $30k for used truck.
		$ 166,616.00	$ 200,983.44	$ 34,367.44	Recommend spending in excess of revenue due to fund balance, cash restricted to SMHP purposes, and quality improvement that results from capital investment.

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
Streets & Sidewalks Fund Revenue					
019-000-33010	Interest on Bank Deposits	$ 5,000.00	$ 45,000.00	$ 40,000.00	Original budget assumed spending in larger amount and sooner on S Warren.
019-000-39999	Transfers In	$ 250,000.00	$ 250,000.00	$ -	
		$ 255,000.00	$ 295,000.00	$ 40,000.00	
Streets & Sidewalks Fund Expenses					
019-040-59999	Transfers Out	$ 1,419,213.00	$ 1,419,213.00	$ -	The actual outlay on the S. Warren Project that will be incurred in 25-26 is not certain at this time, and an adjustment may be presented later in the fiscal year to decrease the expense amount.
Heavy Equipment Replacement Fund Revenue					
022-000-33010	Interest on Bank Deposits	$ 6,400.00	$ 5,200.00	$ (1,200.00)	Timing of transfer in.
022-000-39999	Transfers In	$ 100,000.00	$ 100,000.00	$ -	
		$ 106,400.00	$ 105,200.00	$ (1,200.00)	
Property & Housing Fund Revenue					
023-000-33010	Interest on Bank Deposits	$ 3,480.00	$ 2,600.00	$ (880.00)	
Property & Housing Fund Expenses					
023-000-55026	Contract Services	$ 50,485.00	$ 50,485.00	$ -	
PLHA Fund Revenue					
026-000-33011	Interest On Bank Deposits	$ -	$ 8,000.00	$ 8,000.00	Fund accrues interest, was not determined prior to original budget construction.

Account Number	Account Title	Current Budget	Adjusted Budget	Amount of Change	Notes
COPS Fund Revenue					
033-000-33010	Interest On Bank Deposits	$ 9,570.00	$ 10,800.00	$ 1,230.00	
033-000-39967	COPS/AB 1913	$ 110,000.00	$ 172,000.00	$ 62,000.00	Increased allocation based on improved balance management.
		$ 119,570.00	$ 182,800.00	$ 63,230.00	
COPS Fund Expenses					
033-033-51004	Overtime Wages	$ 60,000.00	$ 85,000.00	$ 25,000.00	Current trend.
033-033-52015	Professional Services	$ -	$ 15,000.00	$ 15,000.00	Account for needs that exceed General Fund budget.
033-033-52018	Special Department Supplies	$ 30,000.00	$ 45,000.00	$ 15,000.00	Account for needs that exceed General Fund budget.
033-033-52019	Misc. Dues & Subscriptions	$ 10,000.00	$ 10,000.00	$ -	
033-033-53020	Vehicle Operation	$ 10,000.00	$ 15,000.00	$ 5,000.00	Account for needs that exceed General Fund budget.
033-033-57000	Lease Principal	$ 90,000.00	$ 90,000.00	$ -	
		$ 200,000.00	$ 260,000.00	$ 60,000.00	COPS expected revenue appears to be higher than expected, increasing spending to maintain proper balance within fund.
E. Line St. Bridge Replacement STIP Fund Revenue					
054-000-39925	Project Revenue	$ -	$ 127,695.00	$ 127,695.00	Did not collect from State quickly enough at end of PY, deferred rev, recorded in 25-26.
054-000-39999	Transfers In	$ 110,000.00	$ 110,000.00	$ -	
			$ 237,695.00	$ 127,695.00	
E. Line St. Bridge Replacement STIP Fund Expenses					
054-000-55026	Contract Services	$ 110,000.00	$ 110,000.00	$ -	
S. Warren St. Improvement Fund Revenue					
055-000-39520	Intergovernmental Revenue	$ 1,000,000.00	$ 1,000,000.00	$ -	Timing of S. Warren Project is not certain, an additional budget adjustment may be presented when actual outlay and associated revenues that affect 25-26 are more clearly defined.
055-000-39999	Transfers In	$ 1,419,213.00	$ 1,419,213.00	$ -	Timing of S. Warren Project is not certain, an additional budget adjustment may be presented when actual outlay and associated revenues that affect 25-26 are more clearly defined.
		$ 2,419,213.00	$ 2,419,213.00	$ -	
S. Warren St. Improvement Fund Expenses					
055-000-56027	Capital Improvement	$ 2,419,213.00	$ 2,419,213.00	$ -	Timing of S. Warren Project is not certain, an additional budget adjustment may be presented when actual outlay and associated revenues that affect 25-26 are more clearly defined.

Agenda Item: 16.C
Date of Meeting: February 9, 2026
Department: Administration

STAFF REPORT

To: City Council

From: Pam Foster

Subject: **Grants in Support Process and Potential Allocation of Unused Funds**

Prepared On: February 3, 2026

Attachments: List of Grants in Support Awards for FY 2025-26

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

Each year, City Council appoints two councilmembers to comprise an ad hoc committee to review grant in support applications and make recommendations to the full City Council on awarding of grant in support funding. Councilmember Freundt and then Mayor Kong, along with City staff for support and provision of application information, met to review all grant applications received. The City received fifteen applications for specific projects, of which ten were chosen to be recommended to the full City Council. The total expense associated with funding the ten recommended projects is $84,253. The City budgeted $100,000 for grants in support in the 2025-26 fiscal year budget and the total dollar request of the fifteen applications received totaled $133,694.

Analysis/Discussion:
There has been a request for Council to consider a process for allocation of the remaining $15,747 of unallocated Grants in Support funds.

There were five applications that were not recommended for funding which totaled $40, 841.

Options for Council consideration include:

- Council can move forward with the Grants in Support as was recommended by the ad hoc committee and the $15,747 will revert to the General Fund.
- Council can ask the ad hoc committee to reconsider the applications that were not

funded and look to allocate the remaining funds.
- Council can grant each of the five agencies that were not funded with $3,000 per agency for their proposed project.
- Council can make other recommendations based on the discussion.

Impacts to Council Goals and Strategic Planning Priorities:
Supporting events and programs through local organizations helps to create a more vibrant community.

Budget Impacts:
There was $100,000 allocated to this program this year, with a total of $84,253 allocated.

The mid-year budget adjustment proposal includes a decrease in budget for grants in support in the amount of $15,747. Any Council direction that requires additional spending will require an increase in the budget in the amount of the intended spending.

Legal Review:
No legal review is required for this item.

Recommended Action:
Discuss the Grants in Support Program process and provide direction to staff regarding the unallocated portion of the Grants in Support funding.

Approved By: Pam Foster 2/3/2026
Approved By: Ethan Aukee 2/4/2026
Approved By: Robin Picken 2/4/2026
Approved By:

CITY OF BISHOP

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PO Box 1236 – Bishop, CA 93514
City Hall 760-873-5863

December 8, 2025

GRANT IN SUPPORT FY 2025-26
Ad Hoc Committee Recommended Awards

Applicant	Project Title	Amount of Award
Bishop Area Climbers' Coalition	Public Lands: Pine Creek Recreation and Education Project	$10,000.00
C5 Studios	Art in Storefronts 2025 and Beyond!	$8,000.00
CASA	CASA Community Engagement Project & Friday Night Market	$5,000.00
Friends of the Eastern Sierra Gardens	Bishop Community Garden Signage Project & Concrete Pad Installation	$6,753.00
Eastside Student Center	The Eastside Table: Family Food Pantry and Supper Program	$10,000.00
Eastern Sierra Land Trust	Eastside Pollinator Garden Project	$5,000.00
Friends of the Inyo	Friends of the Inyo Trail Ambassador Program and Volunteerism	$10,000.00
Sacred Rok	Youth Mentorship & Stewardship Project	$9,500.00
Sierra Roller Hockey League	Rink Repair, Floor Cleaner, Goalie Equipment	$10,000.00
Calvary Baptist Church	Sober Grad Night	$10,000.00
		$84,253.00