



CITY OF BISHOP

CITY COUNCIL MEETING AGENDA

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

MONDAY, FEBRUARY 23, 2026 - 6:00 PM

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

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

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

Public comments may be made:

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

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

1. **CALL TO ORDER** - 6:00 p.m. Monday, February 23, 2026
2. **MOMENT OF SILENCE**

3. **PLEDGE OF ALLEGIANCE** - Mayor Pro Tem Freundt will lead the pledge of allegiance.
4. **ROLL CALL**
5. **PUBLIC COMMENT**
NOTICE TO THE PUBLIC: This time is set aside to receive public comment on matters not calendared on the agenda. When recognized by the Mayor, please state your name and address for the record and please limit your comments to three minutes. Under California law the City Council is prohibited from generally discussing or taking action on items not included in the agenda; however, the City Council will listen to all public comment but will not generally discuss the matter or take action on it.
6. **PRESENTATIONS**
 - A. **A Presentation on the "Not Another Kid" Project** - Presented by Penni Brown.
7. **DEPARTMENT REPORTS**
Updates on department activities will be given by the Department Heads and/or their staff.
 - A. Fire Department - Fire Chief Bret Russell
 - B. Police Department - Police Chief Nate Derr
 - C. Public Works Department - Public Works Director Nora Gamino
 - D. Community Services Department - Community Services Manager Daniel McElroy
 - E. Planning Department - Principal Planner Ana Budnyk
 - F. Administration - City Administrator Pam Foster
8. **BISHOP AREA CHAMBER OF COMMERCE & INFORMATION CENTER UPDATE**
Prepared and presented by Bishop Area Chamber of Commerce and Information Center Executive Director Tawni Thomson.
 - A. **Bishop Area Chamber of Commerce and Information Center Update Report - February 23, 2026**
[BACCIC Report - February 23, 2026](#)
9. **CONSENT CALENDAR**
NOTICE TO THE PUBLIC: All matters under the Consent Calendar are considered routine by the City and will be acted on by one motion.
 - A. **December 2025 Budget Report**
Recommended Action: City Council to review and accept the December 2025 Budget Report.
[December 2025 Budget Report](#)
 - B. **December 2025 Financial Reports**
Recommended Action: City Council to review and accept the December 2025 Financial Reports.
[December 2025 Bank Reconciliation Report](#)
[December 2025 Combined Cash Report](#)
[December 2025 Investment Portfolio Report](#)
[December 2025 Warrant Register Report](#)
 - C. [Approval of Amendment No. 1 to Contract No. 25-PW-01 with Lechowicz &](#)

Tseng Municipal Consultants for the 2025 Water and Sewer Rate Study, Increasing the Not-to-Exceed Amount

Recommended Action: Approve Amendment No. 1 to Contract No. 25-PW-01 with Lechowicz & Tseng Municipal Consultants, increasing the City budget and not-to-exceed contract amount by \$4,296.00, for a revised total not-to-exceed amount of \$62,896.00, and authorize the Purchasing Agent to execute the amendment.

[25-PW-01 L&T Municipal Consultants Agreement](#)

[25-PW-01 L&T Municipal Consultants Amendment No. 1](#)

D. **Adoption of a Resolution Authorizing the City Administrator to Execute Affordable Housing and Sustainable Communities (AHSC) Program Documents for the Silver Peaks Project.**

Recommended Action: Adopt a resolution authorizing the City Administrator to execute all required AHSC Program documents and accept program funds for the Silver Peaks Project.

[Silver_Peaks_City_Award_Resolution](#)

10. PUBLIC HEARING AND ACTION

A. **Public Hearing and Adoption of Water and Sewer Rates (Proposition 218)**

Recommended Action: City Council consideration to conduct the Proposition 218 public hearing on the proposed water and sewer rates; receive and consider any written protests; and, if there is no majority protest, adopt the resolution establishing the new water and sewer rates effective July 1, 2026.

[Prop 218 Hearing Presentation](#)

[Reso No. 2026-XX Adoption of Rates](#)

[Bishop Rate Study Report AMENDED FINAL 1.29.26](#)

11. NEW BUSINESS

A. **Direction on Updates to the City's Water and Sewer Utility Rate Assistance Program**

Recommended Action: City Council to provide direction to staff regarding:

1. Revising Title 13 of the Bishop Municipal Code to remove the "senior citizen" requirement and transition the program to a low-income, income-qualified assistance program;
2. Identifying which existing income qualified assistance programs shall be used to verify eligibility, to be established by resolution; and
3. Determining the structure and amount of the utility rate assistance benefit (currently 25% for qualifying low-income seniors).

B. **Consideration of an Ad Hoc Committee to Meet with the Bishop Area Chamber of Commerce and Visitor's Center**

Recommended Action: Staff recommends the City Council consider whether to create a two-member ad hoc committee, as requested by Mayor Pro Tem Freundt, to meet with the Bishop Area Chamber of Commerce and Visitor's Center. If the Council approves the ad hoc committee, Council should also appoint who should serve on that committee.

C. **Council Discussion on Six-Court Pickleball Layout for the Lower Courts**

Recommended Action: Provide staff direction on the striping of the Upper and

Lower courts.

[Bishop Pickleball Layout](#)

D. **Consideration of Draft Amended and Restated Joint Powers Agreement for the Bishop Area Wastewater Authority**

Recommended Action: Provide direction and comments on the draft Amended and Restated BAWA Joint Powers Agreement for return to the ad-hoc committee.

[Current BAWA JPA](#)

[Draft Amended and Restated BAWA JPA](#)

[Ad-Hoc Committee Meeting Minutes](#)

12. FUTURE AGENDA ITEMS

13. COUNCIL AND COMMITTEE REPORTS

14. ADJOURNMENT

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

Bishop Area Chamber of Commerce & Information Center

Report to Bishop City Council for Monday February 23, 2026

Presented by: Tawni Thomson, Executive Director

Relocation Update: Remodeling work at 218 South Main Street is still underway.

Bishop Chamber Membership is Growing: New members include:

- Lion Hair Studio
- Danny's Electric-Heating & Cooling
- Crowley Fish Foundation
- Eastern Sierra Farm Fresh
- FIXE Hardware
- Tecopa Hot Springs and Campground
- Paradox Fitness

Bishop Trout Rodeo: 2/7 & 2/8 Catch & Release Tournament organized by Southwest Council Fly Fishing. This was the 5th year and it drew about 80 participants, many from Southern California.

Upcoming Projects & Events:

- 3/5-3/8 - Pacific Coast Sportfishing Show (Costa Mesa)
- 3/7-3/8 - LA Travel & Adventure Show (Long Beach)
- 3/10-3/12 – Visit California Outlook Conference (Chula Vista)
- 3/21 – Blake Jones Trout Derby
- 3/21-3/22 - Bay Area Travel & Adventure Show (Santa Clara)
- 3/25 Lunch and Learn at Eastern Sierra Business Resource Center: Presentation of current marketing programs including responsible recreation messaging.
- 4/9 – Networking mixer and open house at Blue Heron Farm
- 4/11-4/12 - Denver Travel & Adventure Show
- 5/17-5/21: US Travel Association IPW Conference (Fort Lauderdale)

California Hawking Club:

Annual Falconry Event will return to Bishop in January 2027.

Publications: Working now to update the following:

- Inyo County Treasure Map
- Inyo-Mono County Fishing Map
- Fall Colors Map Guide
- Bishop Visitor Guide Magazine

Lodging Metrics:

- January occupancy for Bishop hotels was 64.2% (18% higher than last year).
- January ADR was \$140 (same as last year).

DECEMBER 2025 BUDGET REPORT



TABLE OF CONTENTS

PAGES 3-4	GENERAL FUND REVENUE
PAGES 5-15	GENERAL FUND EXPENSES
PAGE 16	SEWER FUND REVENUE
PAGE 17	SEWER FUND EXPENSES
PAGE 18	GAS TAX FUND REVENUE
PAGE 19	GAS TAX FUND EXPENSES
PAGE 20	WATER FUND REVENUE
PAGE 21	WATER FUND EXPENSES
PAGE 22	MEASURE A FUND REVENUE
PAGE 23	MEASURE A FUND EXPENSES
PAGE 24	SUNRISE MHP REVENUE
PAGE 25	SUNRISE MHP EXPENSES
PAGE 26	STREETS & SIDEWALK IMP. REVENUE
PAGE 27	STREETS & SIDEWALK IMP. EXPENSES
PAGE 28	HEAVY EQUIPMENT REPLACEMENT FUND REVENUE
PAGE 29	PROPERTY/HOUSING DEVELOPMENT FUND REVENUE
PAGE 30	PROPERTY/HOUSING DEVELOPMENT FUND EXPENSES
PAGE 31	PLHA FUND REVENUE
PAGE 32	COPS FUND REVENUE
PAGE 33	COPS FUND EXPENSES
PAGE 34	E. LINE ST. BRIDGE REPLACEMENT FUND REVENUE
PAGE 35	E. LINE ST. BRIDGE REPLACEMENT FUND EXPENSES
PAGE 36	S. WARREN ST. IMPROVEMENT FUND REVENUE
PAGE 37	S. WARREN ST. IMPROVEMENT FUND EXPENSES

CITY OF BISHOP
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	REVENUE					
001-000-31010	PROPERTY TAXES SECURED	.00	.00	670,000.00	670,000.00	.0
001-000-31020	PROPERTY TAXES UNSECURED	.00	.00	50,000.00	50,000.00	.0
001-000-31030	PROPERTY TAXES PRIOR YR.	.00	.00	6,000.00	6,000.00	.0
001-000-31050	PROPERTY TAX HOMEOWNERS	.00	.00	2,600.00	2,600.00	.0
001-000-31060	PROPERTY TAX MISC.	.00	.00	10,000.00	10,000.00	.0
001-000-31065	VLF SWAP/PROPERTY TAX IN LIEU	.00	.00	386,000.00	386,000.00	.0
001-000-31066	VEHICLE LICENSE FEE IN EXCESS	.00	5,893.84	4,800.00	(1,093.84)	122.8
001-000-31120	SALES TAX	438,655.55	1,761,156.27	5,100,000.00	3,338,843.73	34.5
001-000-31126	DWP WATER AGREEMENT PAYMENT	.00	249,134.00	249,134.00	.00	100.0
001-000-31128	SALES TAX 1/2% - PUBLIC SAFETY	.00	.00	15,000.00	15,000.00	.0
001-000-31130	TRANSIENT OCCUPANCY TAX	264,313.59	1,435,990.58	3,550,000.00	2,114,009.42	40.5
001-000-31131	TOT PENALTIES	25.02	164.99	2,000.00	1,835.01	8.3
001-000-31150	REAL PROPERTY TRANSFER	354.75	2,464.28	6,000.00	3,535.72	41.1
001-000-32010	BUSINESS LICENSES	340.00	69,980.20	62,500.00	(7,480.20)	112.0
001-000-32015	SHORT-TERM RENTALS	.00	5,652.00	2,500.00	(3,152.00)	226.1
001-000-32030	PARKING PERMITS	560.00	4,170.00	7,000.00	2,830.00	59.6
001-000-32040	USE PERMITS	.00	1,500.00	2,000.00	500.00	75.0
001-000-32041	ENVIRONMENTAL APPLICATION FEE	.00	.00	500.00	500.00	.0
001-000-32050	BUILDING PERMITS	9,056.10	46,067.20	145,000.00	98,932.80	31.8
001-000-32051	PLANNING FEE	.00	625.34	3,100.00	2,474.66	20.2
001-000-32080	ELECTRICAL FRANCHISE	.00	.00	52,000.00	52,000.00	.0
001-000-32081	CELL TOWER FRANCHISE	3,850.00	18,470.97	42,000.00	23,529.03	44.0
001-000-32082	CANNABIS DEVELOPMENT FEES	15,000.00	30,000.00	75,000.00	45,000.00	40.0
001-000-32090	TV FRANCHISE	.00	4,826.94	8,400.00	3,573.06	57.5
001-000-33010	INTEREST ON BANK DEPOSITS	.00	208,457.25	480,000.00	271,542.75	43.4
001-000-33020	RENTAL OF REAL PROPERTY	3,435.01	58,590.90	70,000.00	11,409.10	83.7
001-000-33021	INTEREST - GASB 87	.00	.00	42,000.00	42,000.00	.0
001-000-34040	REIMB. FOR HIGHWAY SWEEPING	8,833.32	22,083.30	53,000.00	30,916.70	41.7
001-000-34047	REIMBURSEMENT FROM BUSD	.00	20,000.00	80,000.00	60,000.00	25.0
001-000-34050	MISC. REV. CAPITAL REPLACEMENT	.00	31,331.00	31,331.00	.00	100.0
001-000-34083	FIRE INSPECTION FEES	.00	50.00	1,000.00	950.00	5.0
001-000-34094	LOCAL RESPONSE STANDBY	.00	.00	1,000.00	1,000.00	.0
001-000-34095	STRIKE TEAM/OES/CAL FIRE	7,739.13	68,407.93	.00	(68,407.93)	.0
001-000-34120	PEACE OFFICER S&T	.00	2,636.57	7,000.00	4,363.43	37.7
001-000-34121	RAN REIMBURSEMENT	.00	.00	28,275.00	28,275.00	.0
001-000-34124	BUDGET ACT 2013/LAW ENF.	.00	17.96	.00	(17.96)	.0
001-000-34125	PARKING CITATIONS	1,326.73	5,636.62	15,000.00	9,363.38	37.6
001-000-34126	TOW FEES	375.00	2,280.00	3,300.00	1,020.00	69.1
001-000-34135	MANDATED COSTS REIMBURSEMENT	.00	1,512.00	23,900.00	22,388.00	6.3
001-000-34141	PD GRANTS	.00	49,629.00	.00	(49,629.00)	.0
001-000-34145	4850 PAY REIMBURSEMENT	.00	9,415.47	.00	(9,415.47)	.0
001-000-35020	STRONG MOTION INST. PROGRAM	48.46	426.24	800.00	373.76	53.3
001-000-35060	CBSC/BUILDING PERMIT	20.00	131.04	200.00	68.96	65.5
001-000-36010	SALE OF CITY PROPERTY	.00	1.00	.00	(1.00)	.0
001-000-36030	MISCELLANEOUS REVENUE	(.01)	1,597.31	11,100.00	9,502.69	14.4
001-000-36031	RETIREE MEDICAL COPAY	.00	.00	2,600.00	2,600.00	.0
001-000-36040	FINGERPRINTING & REPORTS	1,646.00	13,430.60	22,500.00	9,069.40	59.7
001-000-36041	SUBPOENAS	.00	30.00	.00	(30.00)	.0
001-000-36042	AB109/REALIGNMENT	.00	965.76	103,900.00	102,934.24	.9
001-000-36074	SUMMER PROGRAM TUITION	.00	25,310.00	41,000.00	15,690.00	61.7
001-000-36078	AFTER SCHOOL PROGRAM	7,612.00	44,412.00	80,000.00	35,588.00	55.5
001-000-37010	SPECIAL EVENT INSURANCE	.00	1,850.00	.00	(1,850.00)	.0

CITY OF BISHOP
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
001-000-39250 SOFTBALL	.00	.00	17,000.00	17,000.00	.0
001-000-39251 SOCCER	.00	4,800.00	4,500.00	(300.00)	106.7
001-000-39255 VOLLEYBALL	.00	.00	1,700.00	1,700.00	.0
001-000-39270 AEROBIC, DANCE, ZUMBA	80.00	80.00	600.00	520.00	13.3
001-000-39275 FACILITY RENTAL FEE	14.00	994.00	2,000.00	1,006.00	49.7
001-000-39278 TREE DEDICATION	(2,245.50)	.00	.00	.00	.0
001-000-39280 YOUTH PROGRAM	.00	.00	500.00	500.00	.0
001-000-39281 GYMNASTICS	135.00	15,015.00	28,000.00	12,985.00	53.6
001-000-39290 POOL - PUBLIC SWIM	.00	16,388.00	26,000.00	9,612.00	63.0
001-000-39291 POOL - RENTALS	.00	11,010.00	10,000.00	(1,010.00)	110.1
001-000-39292 POOL - SWIM LESSONS	.00	13,440.00	21,000.00	7,560.00	64.0
001-000-39293 POOL - CONCESSIONS	.00	2,416.00	3,580.00	1,164.00	67.5
001-000-39294 POOL - WATER FITNESS	.00	2,358.00	8,000.00	5,642.00	29.5
001-000-39999 REVENUE -TRANSFERS IN	.00	700,000.00	700,000.00	.00	100.0
TOTAL REVENUE	761,174.15	4,970,799.56	12,372,320.00	7,401,520.44	40.2
TOTAL FUND REVENUE	761,174.15	4,970,799.56	12,372,320.00	7,401,520.44	40.2

CITY OF BISHOP
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CITY COUNCIL</u>					
001-010-51001	FULL TIME SALARIES	2,538.50	15,774.96	33,500.00	17,725.04	47.1
001-010-51006	VISION INSURANCE	40.91	286.37	600.00	313.63	47.7
001-010-51007	HEALTH INSURANCE	9,755.48	61,415.00	117,785.00	56,370.00	52.1
001-010-51008	DENTAL INSURANCE	444.22	3,109.54	5,582.00	2,472.46	55.7
001-010-51011	MEDICARE TAX	21.08	143.76	490.00	346.24	29.3
001-010-51017	PARS-ARS	33.00	214.50	440.00	225.50	48.8
001-010-51025	RETIREE HEALTH INSURANCE	2,500.40	7,178.00	30,186.00	23,008.00	23.8
001-010-51043	DISABILITY INSURANCE	52.75	369.25	660.00	290.75	56.0
001-010-52011	ADVERTISING & PRINTING	.00	247.90	1,000.00	752.10	24.8
001-010-52012	OFFICE SUPPLIES & POSTAGE	50.52	93.50	400.00	306.50	23.4
001-010-52013	COMMUNICATIONS	233.88	831.06	1,700.00	868.94	48.9
001-010-52014	MEETINGS & TRAVEL	177.80	7,480.61	15,000.00	7,519.39	49.9
001-010-52015	PROFESSIONAL SERVICES	.00	3,025.60	7,000.00	3,974.40	43.2
001-010-52016	INSURANCE	.00	392.50	750.00	357.50	52.3
001-010-52018	SPECIAL DEPARTMENT SUPPLIES	2,319.49	3,922.57	9,500.00	5,577.43	41.3
001-010-52019	MISC. DUES & SUBSCRIPTIONS	.00	.00	3,800.00	3,800.00	.0
001-010-52030	ESCOG	.00	25,000.00	25,000.00	.00	100.0
001-010-52045	IT	72.00	9,640.35	19,000.00	9,359.65	50.7
001-010-55100	CITY COST PLAN	.00	(37,749.00)	(37,749.00)	.00	(100.0)
	TOTAL CITY COUNCIL	18,240.03	101,376.47	234,644.00	133,267.53	43.2

CITY OF BISHOP
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
001-011-51001 FULL TIME SALARIES	33,890.71	246,720.37	404,426.39	157,706.02	61.0
001-011-51002 PART TIME SALARIES	.00	2,029.65	28,400.00	26,370.35	7.2
001-011-51004 OVERTIME WAGES	82.18	364.49	500.00	135.51	72.9
001-011-51006 VISION INSURANCE	56.16	348.89	659.00	310.11	52.9
001-011-51007 HEALTH INSURANCE	2,567.23	16,161.85	29,847.84	13,685.99	54.2
001-011-51008 DENTAL INSURANCE	638.09	3,784.71	5,400.00	1,615.29	70.1
001-011-51010 WORKER'S COMPENSATION	.00	7,846.42	7,885.14	38.72	99.5
001-011-51011 MEDICARE TAX	494.09	3,754.27	6,224.28	2,470.01	60.3
001-011-51013 HOLIDAY PAYOUT	.00	10,173.69	.00 (	10,173.69)	.0
001-011-51016 CAR ALLOWANCE	500.00	1,750.00	.00 (	1,750.00)	.0
001-011-51017 PARS-ARS	.00	26.38	381.20	354.82	6.9
001-011-51022 PARS SYSTEM	.00	8,814.96	35,709.72	26,894.76	24.7
001-011-51024 DEFERRED COMPENSATION	1,035.40	6,491.73	7,414.11	922.38	87.6
001-011-51025 RETIREE HEALTH INSURANCE	9,295.23	31,031.43	60,030.00	28,998.57	51.7
001-011-51027 PERS EE/ER	3,682.34	29,282.17	67,723.43	38,441.26	43.2
001-011-51029 PERS LS UAL	.00	199,338.28	199,824.00	485.72	99.8
001-011-51042 UNEMPLOYMENT INSURANCE	.00	.00	1,500.00	1,500.00	.0
001-011-51043 DISABILITY & LIFE INSURANCE	172.17	1,283.44	2,122.00	838.56	60.5
001-011-51046 OPEB	3,368.00	24,594.10	41,420.00	16,825.90	59.4
001-011-52006 RECRUITMENT	(179.47)	.00	.00	.00	.0
001-011-52008 ADMINISTRATION FEES	1,910.20	9,047.44	26,000.00	16,952.56	34.8
001-011-52009 TRAINING	376.96	737.30	4,000.00	3,262.70	18.4
001-011-52011 ADVERTISING & PRINTING	.00	54.38	1,000.00	945.62	5.4
001-011-52012 OFFICE SUPPLIES & POSTAGE	1,442.36	10,580.93	22,000.00	11,419.07	48.1
001-011-52013 COMMUNICATIONS	95.46	1,135.46	2,900.00	1,764.54	39.2
001-011-52014 MEETINGS & TRAVEL	.00	8,387.10	10,500.00	2,112.90	79.9
001-011-52015 PROFESSIONAL SERVICES	20,971.20	59,765.98	188,200.00	128,434.02	31.8
001-011-52018 SPECIAL DEPARTMENT SUPPLIES	3,404.85	5,773.46	7,000.00	1,226.54	82.5
001-011-52019 MISC. DUES & SUBSCRIPTIONS	40.00	1,267.07	2,000.00	732.93	63.4
001-011-52045 IT	860.05	6,160.52	18,000.00	11,839.48	34.2
001-011-52126 SENIOR W/S PROGRAM DISCOUNT	.00	.00	6,500.00	6,500.00	.0
001-011-53020 VEHICLE OPERATION	.00	177.88	1,600.00	1,422.12	11.1
001-011-55099 CONTINGENCY	.00	.00	35,000.00	35,000.00	.0
001-011-55100 CITY COST PLAN	.00 (	165,532.00)	(165,534.00)	(2.00)	(100.0)
TOTAL ADMINISTRATION	84,703.21	531,352.35	1,058,633.11	527,280.76	50.2

CITY OF BISHOP
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>FINANCE</u>					
001-012-51001	FULL TIME SALARIES	12,278.08	76,068.00	149,557.13	73,489.13	50.9
001-012-51004	OVERTIME WAGES	82.17	364.46	500.00	135.54	72.9
001-012-51006	VISION INSURANCE	21.48	150.36	283.00	132.64	53.1
001-012-51007	HEALTH INSURANCE	3,003.66	18,909.36	34,920.85	16,011.49	54.2
001-012-51008	DENTAL INSURANCE	249.51	1,746.57	3,000.00	1,253.43	58.2
001-012-51010	WORKER'S COMPENSATION	.00	3,321.65	3,338.04	16.39	99.5
001-012-51011	MEDICARE TAX	173.71	1,080.89	2,169.37	1,088.48	49.8
001-012-51025	RETIREE HEALTH INSURANCE	1,125.18	3,756.33	7,314.00	3,557.67	51.4
001-012-51027	PERS EE/ER	1,001.88	6,229.78	12,069.38	5,839.60	51.6
001-012-51029	PERS LS UAL	.00	290.84	292.00	1.16	99.6
001-012-51043	DISABILITY & LIFE INSURANCE	66.38	464.66	835.75	371.09	55.6
001-012-51046	OPEB	1,257.26	7,789.26	15,320.00	7,530.74	50.8
001-012-52007	BANK FEES	1,888.83	10,461.04	20,000.00	9,538.96	52.3
001-012-52011	ADVERTISING & PRINTING	.00	.00	200.00	200.00	.0
001-012-52012	OFFICE SUPPLIES & POSTAGE	1,312.04	2,234.64	5,000.00	2,765.36	44.7
001-012-52014	MEETINGS & TRAVEL	.00	.00	2,000.00	2,000.00	.0
001-012-52015	PROFESSIONAL SERVICES	3,000.00	50,904.14	70,000.00	19,095.86	72.7
001-012-52018	SPECIAL DEPARTMENT SUPPLIES	1,823.49	3,522.55	3,200.00	(322.55)	110.1
001-012-52019	MISC. DUES & SUBSCRIPTIONS	20.00	129.90	500.00	370.10	26.0
001-012-52045	IT	2,377.07	16,457.18	31,500.00	15,042.82	52.3
001-012-55100	CITY COST PLAN	.00	(50,167.00)	(50,167.00)	.00	(100.0)
	TOTAL FINANCE	29,680.74	153,714.61	311,832.52	158,117.91	49.3
	<u>TREASURER</u>					
001-013-51001	FULL TIME SALARIES	138.46	860.43	1,900.00	1,039.57	45.3
001-013-51011	MEDICARE TAX	2.00	12.43	28.00	15.57	44.4
001-013-51017	PARS-ARS	1.80	11.70	25.00	13.30	46.8
001-013-52045	IT	.00	.00	30.00	30.00	.0
	TOTAL TREASURER	142.26	884.56	1,983.00	1,098.44	44.6
	<u>LEGAL SERVICES</u>					
001-014-52015	PROFESSIONAL SERVICES	10,492.44	79,174.83	175,000.00	95,825.17	45.2
001-014-55040	LITIGATION SERVICES	.00	11,715.47	20,000.00	8,284.53	58.6
001-014-55100	CITY COST PLAN	.00	(24,252.00)	(24,252.00)	.00	(100.0)
	TOTAL LEGAL SERVICES	10,492.44	66,638.30	170,748.00	104,109.70	39.0
	<u>INSURANCE</u>					
001-015-52016	INSURANCE	.00	416,761.00	427,300.00	10,539.00	97.5
001-015-55100	CITY COST PLAN	.00	(59,216.00)	(59,216.00)	.00	(100.0)
	TOTAL INSURANCE	.00	357,545.00	368,084.00	10,539.00	97.1

CITY OF BISHOP
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>BUILDINGS AND GROUNDS</u>					
001-016-51002	PART TIME SALARIES	6,020.86	38,381.41	69,290.00	30,908.59	55.4
001-016-51011	MEDICARE TAX	87.31	556.55	1,006.00	449.45	55.3
001-016-51017	PARS-ARS	78.28	499.00	901.00	402.00	55.4
001-016-51029	PERS LS UAL	.00	1,191.94	1,195.00	3.06	99.7
001-016-52010	UTILITIES	8,375.25	24,546.28	60,000.00	35,453.72	40.9
001-016-52011	ADVERTISING & PRINTING	.00	.00	200.00	200.00	.0
001-016-52013	COMMUNICATIONS	592.32	2,598.57	6,300.00	3,701.43	41.3
001-016-52015	PROFESSIONAL SERVICES	.00	5,790.50	10,000.00	4,209.50	57.9
001-016-52017	WASTE FEES	175.84	1,096.48	4,200.00	3,103.52	26.1
001-016-52018	SPECIAL DEPARTMENT SUPPLIES	143.98	1,219.11	7,000.00	5,780.89	17.4
001-016-52045	IT	104.81	1,037.15	2,100.00	1,062.85	49.4
001-016-53020	VEHICLE OPERATION	113.42	1,094.91	4,700.00	3,605.09	23.3
001-016-54023	BUILDING OPERATION	392.35	5,005.22	10,000.00	4,994.78	50.1
001-016-56029	CAPITAL EQUIPMENT REPLACEMENT	.00	11,538.22	22,000.00	10,461.78	52.5
001-016-57000	LEASE PRINCIPAL	628.50	3,771.00	7,548.00	3,777.00	50.0
	TOTAL BUILDINGS AND GROUNDS	16,712.92	98,326.34	206,440.00	108,113.66	47.6
	<u>IT</u>					
001-017-52015	PROFESSIONAL SERVICES	(6,249.71)	62,049.75	69,640.00	7,590.25	89.1
001-017-55100	CITY COST PLAN	.00	(9,651.00)	(9,651.00)	.00	(100.0)
	TOTAL IT	(6,249.71)	52,398.75	59,989.00	7,590.25	87.4
	<u>COMMUNITY PROMOTIONS</u>					
001-019-52130	ECONOMIC DEVELOPMENT	.00	.00	110,000.00	110,000.00	.0
001-019-52131	COMMUNITY SUPPORT	.00	31,663.23	132,000.00	100,336.77	24.0
	TOTAL COMMUNITY PROMOTIONS	.00	31,663.23	242,000.00	210,336.77	13.1

CITY OF BISHOP
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPARTMENT</u>					
001-020-51001 FULL TIME SALARIES	139,599.68	937,240.36	1,996,963.12	1,059,722.76	46.9
001-020-51002 PART TIME SALARIES	339.08	3,253.17	61,200.00	57,946.83	5.3
001-020-51003 PART TIME RESERVES	88.00	88.00	5,000.00	4,912.00	1.8
001-020-51004 OVERTIME WAGES	15,340.23	117,659.43	162,000.00	44,340.57	72.6
001-020-51005 WATCH COMMAND SALARIES	20.09	857.45	3,792.50	2,935.05	22.6
001-020-51006 VISION INSURANCE	215.23	1,675.35	3,284.00	1,608.65	51.0
001-020-51007 HEALTH INSURANCE	48,504.75	307,394.37	516,352.00	208,957.63	59.5
001-020-51008 DENTAL INSURANCE	2,487.22	17,978.12	32,700.00	14,721.88	55.0
001-020-51010 WORKER'S COMPENSATION	.00	168,854.78	169,688.06	833.28	99.5
001-020-51011 MEDICARE TAX	2,210.49	15,358.31	33,164.85	17,806.54	46.3
001-020-51013 HOLIDAY PAYOUT	.00	11,957.12	.00	11,957.12	.0
001-020-51014 FIELD TRAINING	.00	.00	2,400.00	2,400.00	.0
001-020-51015 SHIFT DIFFERENTIAL PAY	2,489.78	16,514.59	26,500.00	9,985.41	62.3
001-020-51017 PARS-ARS	5.55	43.42	1,205.60	1,162.18	3.6
001-020-51024 DEFERRED COMPENSATION	440.30	2,733.10	7,558.40	4,825.30	36.2
001-020-51025 RETIREE HEALTH INSURANCE	67,652.74	225,995.44	415,000.00	189,004.56	54.5
001-020-51027 PERS EE/ER	31,237.59	210,242.03	473,619.00	263,376.97	44.4
001-020-51029 PERS LS UAL	.00	785,273.34	787,187.00	1,913.66	99.8
001-020-51043 DISABILITY & LIFE INSURANCE	843.92	6,498.03	12,000.00	5,501.97	54.2
001-020-51046 OPEB	14,200.46	93,299.91	204,505.00	111,205.09	45.6
001-020-52006 RECRUITMENT	750.00	940.00	7,000.00	6,060.00	13.4
001-020-52009 TRAINING	676.00	9,771.69	25,000.00	15,228.31	39.1
001-020-52010 UTILITIES	2,613.93	8,297.29	19,000.00	10,702.71	43.7
001-020-52011 OUTREACH	.00	7,480.52	7,000.00	480.52	106.9
001-020-52012 OFFICE SUPPLIES & POSTAGE	259.78	772.44	3,000.00	2,227.56	25.8
001-020-52013 COMMUNICATIONS	3,601.80	20,791.03	38,000.00	17,208.97	54.7
001-020-52014 MEETINGS & TRAVEL	3,811.20	8,656.10	25,000.00	16,343.90	34.6
001-020-52015 PROFESSIONAL SERVICES	125.60	10,106.53	18,000.00	7,893.47	56.2
001-020-52017 WASTE FEES	.00	.00	350.00	350.00	.0
001-020-52018 SPECIAL DEPARTMENT SUPPLIES	1,563.41	23,152.66	29,000.00	5,847.34	79.8
001-020-52019 MISC. DUES & SUBSCRIPTIONS	782.84	2,171.94	3,800.00	1,628.06	57.2
001-020-52021 FINGERPRINT FEES	1,042.00	5,311.00	13,000.00	7,689.00	40.9
001-020-52024 PROPERTY TAXES	.00	.00	20.00	20.00	.0
001-020-52045 IT	602.72	23,922.71	29,000.00	5,077.29	82.5
001-020-53020 VEHICLE OPERATION	4,872.55	32,394.28	35,000.00	2,605.72	92.6
001-020-54023 BUILDING OPERATION	.00	2,496.30	7,000.00	4,503.70	35.7
001-020-54024 AB 109/REALIGNMENT EXPENSE	.00	1,498.14	103,900.00	102,401.86	1.4
001-020-54025 RAN REIMBURSEMENT	660.00	1,397.14	28,275.00	26,877.86	4.9
001-020-56028 CAPITAL EQUIPMENT	(382.00)	44,649.74	120,000.00	75,350.26	37.2
001-020-56030 LOAN PAYMENT	.00	22,144.29	23,000.00	855.71	96.3
001-020-57000 LEASE PRINCIPAL	2,645.98	15,875.88	31,800.00	15,924.12	49.9
TOTAL POLICE DEPARTMENT	349,300.92	3,164,746.00	5,480,264.53	2,315,518.53	57.8

CITY OF BISHOP
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE DEPARTMENT</u>					
001-021-51001 FULL TIME SALARIES	12,382.82	74,018.92	157,892.09	83,873.17	46.9
001-021-51002 PART TIME SALARIES	180.27	2,014.05	33,342.50	31,328.45	6.0
001-021-51003 STRIKE TEAM PAY	(7,030.36)	85,667.03	.00	(85,667.03)	.0
001-021-51004 OVERTIME WAGES	169.43	2,829.30	7,000.00	4,170.70	40.4
001-021-51006 VISION INSURANCE	21.58	142.95	304.00	161.05	47.0
001-021-51007 HEALTH INSURANCE	3,979.21	25,290.25	58,202.00	32,911.75	43.5
001-021-51008 DENTAL INSURANCE	206.04	1,568.04	3,208.00	1,639.96	48.9
001-021-51009 CITY FIRE CALLOUTS	(1,980.08)	24,585.37	50,000.00	25,414.63	49.2
001-021-51010 WORKER'S COMPENSATION	.00	14,489.71	14,561.22	71.51	99.5
001-021-51011 MEDICARE TAX	184.33	2,860.75	3,525.00	664.25	81.2
001-021-51017 PARS-ARS	3.33	1,071.34	1,175.00	103.66	91.2
001-021-51018 DUTY TIME	345.10	1,483.08	3,000.00	1,516.92	49.4
001-021-51024 DEFERRED COMPENSATION	.00	23.42	2,283.59	2,260.17	1.0
001-021-51025 RETIREE HEALTH INSURANCE	1,855.23	6,989.70	16,000.00	9,010.30	43.7
001-021-51027 PERS EE/ER	1,677.00	11,120.23	19,183.58	8,063.35	58.0
001-021-51029 PERS LS UAL	.00	6,302.62	6,318.00	15.38	99.8
001-021-51041 FIREMAN'S LIFE INSURANCE	.00	2,426.37	4,000.00	1,573.63	60.7
001-021-51042 UNEMPLOYMENT INSURANCE	.00	.00	500.00	500.00	.0
001-021-51043 DISABILITY & LIFE INSURANCE	65.94	483.36	888.00	404.64	54.4
001-021-51046 OPEB	1,244.39	7,424.09	15,060.00	7,635.91	49.3
001-021-52006 RECRUITMENT	.00	.00	1,500.00	1,500.00	.0
001-021-52009 TRAINING	405.00	1,199.14	15,000.00	13,800.86	8.0
001-021-52010 UTILITIES	2,758.99	6,801.82	16,000.00	9,198.18	42.5
001-021-52011 ADVERTISING & PRINTING	.00	.00	1,200.00	1,200.00	.0
001-021-52012 OFFICE SUPPLIES & POSTAGE	36.11	88.56	600.00	511.44	14.8
001-021-52013 COMMUNICATIONS	625.82	5,419.07	12,000.00	6,580.93	45.2
001-021-52014 MEETINGS & TRAVEL	1,600.93	3,032.03	9,000.00	5,967.97	33.7
001-021-52015 PROFESSIONAL SERVICES	1,455.13	13,722.19	35,000.00	21,277.81	39.2
001-021-52017 WASTE FEES	146.69	880.13	3,000.00	2,119.87	29.3
001-021-52018 SPECIAL DEPARTMENT SUPPLIES	2,304.47	25,612.34	75,000.00	49,387.66	34.2
001-021-52019 MISC. DUES & SUBSCRIPTIONS	.00	18.87	3,000.00	2,981.13	.6
001-021-52024 PROPERTY TAXES	.00	.00	1,000.00	1,000.00	.0
001-021-52045 IT	243.15	2,879.29	8,000.00	5,120.71	36.0
001-021-53020 VEHICLE OPERATION	3,901.52	11,125.61	33,000.00	21,874.39	33.7
001-021-53022 OFFICE EQUIPMENT OPERATION	66.65	307.46	1,000.00	692.54	30.8
001-021-54023 BUILDING OPERATION	17.55	56.93	3,500.00	3,443.07	1.6
001-021-55024 RENTALS	.00	.00	2,000.00	2,000.00	.0
001-021-55101 REFUNDS	.00	.00	200.00	200.00	.0
001-021-56028 CAPITAL EQUIPMENT	.00	.00	75,000.00	75,000.00	.0
TOTAL FIRE DEPARTMENT	26,866.24	341,934.02	691,442.98	349,508.96	49.5

CITY OF BISHOP
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>BUILDING</u>					
001-022-51001	FULL TIME SALARIES	2,396.12	15,272.43	49,600.00	34,327.57	30.8
001-022-51006	VISION INSURANCE	4.32	27.74	100.00	72.26	27.7
001-022-51007	HEALTH INSURANCE	.00	465.74	7,760.19	7,294.45	6.0
001-022-51008	DENTAL INSURANCE	35.64	260.61	860.00	599.39	30.3
001-022-51010	WORKER'S COMPENSATION	.00	983.42	988.27	4.85	99.5
001-022-51011	MEDICARE TAX	34.74	221.24	746.00	524.76	29.7
001-022-51022	PARS SYSTEM	.00	53.63	.00	(53.63)	.0
001-022-51024	DEFERRED COMPENSATION	119.80	733.93	1,000.00	266.07	73.4
001-022-51025	RETIREE HEALTH INSURANCE	2,250.36	7,512.66	15,180.00	7,667.34	49.5
001-022-51027	PERS EE/ER	195.52	1,265.35	3,900.00	2,634.65	32.4
001-022-51043	DISABILITY & LIFE INSURANCE	10.58	83.36	250.00	166.64	33.3
001-022-51046	OPEB	245.36	1,562.60	5,270.00	3,707.40	29.7
001-022-52006	RECRUITMENT	(1,014.88)	.00	.00	.00	.0
001-022-52012	OFFICE SUPPLIES & POSTAGE	20.48	237.34	300.00	62.66	79.1
001-022-52013	COMMUNICATIONS	36.40	182.72	600.00	417.28	30.5
001-022-52014	MEETINGS & TRAVEL	.00	.00	5,000.00	5,000.00	.0
001-022-52015	PROFESSIONAL SERVICES	2,506.25	25,450.04	105,000.00	79,549.96	24.2
001-022-52018	SPECIAL DEPARTMENT SUPPLIES	1,261.71	2,167.42	13,500.00	11,332.58	16.1
001-022-52019	MISC. DUES & SUBSCRIPTIONS	21.80	41.80	16,260.00	16,218.20	.3
001-022-52045	IT	.00	.00	900.00	900.00	.0
001-022-53020	VEHICLE OPERATION	.00	.00	500.00	500.00	.0
	TOTAL BUILDING	8,124.20	56,522.03	227,714.46	171,192.43	24.8

CITY OF BISHOP
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>STREET MAINTENANCE</u>					
001-023-51001	FULL TIME SALARIES	15,069.85	93,995.35	205,105.37	111,110.02	45.8
001-023-51002	PART TIME SALARIES	103.73	1,078.03	7,800.00	6,721.97	13.8
001-023-51004	OVERTIME WAGES	7.30	1,713.05	4,600.00	2,886.95	37.2
001-023-51006	VISION INSURANCE	26.23	182.27	366.00	183.73	49.8
001-023-51007	HEALTH INSURANCE	4,286.07	27,389.89	55,799.00	28,409.11	49.1
001-023-51008	DENTAL INSURANCE	309.69	2,147.13	3,844.00	1,696.87	55.9
001-023-51010	WORKER'S COMPENSATION	.00	4,582.31	4,604.92	22.61	99.5
001-023-51011	MEDICARE TAX	219.31	1,403.29	3,272.36	1,869.07	42.9
001-023-51017	PARS-ARS	1.35	14.04	102.00	87.96	13.8
001-023-51018	DUTY TIME	467.10	2,880.42	3,600.00	719.58	80.0
001-023-51022	PARS SYSTEM	1,407.22	8,746.36	16,878.01	8,131.65	51.8
001-023-51024	DEFERRED COMPENSATION	397.69	2,349.24	3,155.78	806.54	74.4
001-023-51025	RETIREE HEALTH INSURANCE	7,725.24	25,134.90	47,800.00	22,665.10	52.6
001-023-51027	PERS EE/ER	2,001.88	13,020.46	25,465.49	12,445.03	51.1
001-023-51029	PERS LS UAL	.00	6,206.69	6,222.00	15.31	99.8
001-023-51043	DISABILITY & LIFE INSURANCE	87.57	634.67	1,145.00	510.33	55.4
001-023-51046	OPEB	1,543.16	9,497.42	19,700.00	10,202.58	48.2
001-023-52006	RECRUITMENT	(429.30)	.00	.00	.00	.0
001-023-52009	TRAINING	(155.00)	.00	.00	.00	.0
001-023-52010	UTILITIES	6,174.07	27,047.03	69,000.00	41,952.97	39.2
001-023-52012	OFFICE SUPPLIES & POSTAGE	16.13	167.62	1,200.00	1,032.38	14.0
001-023-52013	COMMUNICATIONS	164.64	726.44	1,400.00	673.56	51.9
001-023-52014	MEETINGS & TRAVEL	.00	541.48	3,000.00	2,458.52	18.1
001-023-52015	PROFESSIONAL SERVICES	.00	768.27	5,400.00	4,631.73	14.2
001-023-52017	WASTE FEES	1,025.17	1,949.12	4,000.00	2,050.88	48.7
001-023-52018	SPECIAL DEPARTMENT SUPPLIES	5,453.40	9,709.48	53,500.00	43,790.52	18.2
001-023-52019	MISC. DUES & SUBSCRIPTIONS	28.79	606.75	1,900.00	1,293.25	31.9
001-023-52024	PROPERTY TAXES	.00	.00	300.00	300.00	.0
001-023-52045	IT	97.31	1,123.32	5,200.00	4,076.68	21.6
001-023-53020	VEHICLE OPERATION	1,414.88	5,921.49	23,000.00	17,078.51	25.8
001-023-55024	LEASE PROFIT AND LOSS	.00	1,100.00	68,000.00	66,900.00	1.6
001-023-56028	CAPITAL EQUIPMENT	2,055.63	2,055.63	32,154.74	30,099.11	6.4
001-023-56031	CAPITAL IMPROVEMENT PROGRAM	.00	350,000.00	350,000.00	.00	100.0
001-023-56034	LEASE PRINCIPAL	473.93	2,843.58	5,700.00	2,856.42	49.9
001-023-59999	TRANSFERS OUT	110,000.00	110,000.00	110,000.00	.00	100.0
	<u>TOTAL STREET MAINTENANCE</u>	<u>159,973.04</u>	<u>715,535.73</u>	<u>1,143,214.67</u>	<u>427,678.94</u>	<u>62.6</u>

CITY OF BISHOP
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PARKS AND RECREATION</u>					
001-031-51001	FULL TIME SALARIES	25,450.00	159,756.69	318,705.96	158,949.27	50.1
001-031-51002	PART TIME SALARIES	12,478.66	101,715.94	215,250.00	113,534.06	47.3
001-031-51004	OVERTIME WAGES	.00	5,599.86	8,000.00	2,400.14	70.0
001-031-51006	VISION INSURANCE	58.30	408.41	775.00	366.59	52.7
001-031-51007	HEALTH INSURANCE	12,682.12	79,900.75	147,443.59	67,542.84	54.2
001-031-51008	DENTAL INSURANCE	677.24	4,744.38	8,130.00	3,385.62	58.4
001-031-51010	WORKER'S COMPENSATION	.00	9,049.53	9,094.19	44.66	99.5
001-031-51011	MEDICARE TAX	524.36	3,735.45	8,020.95	4,285.50	46.6
001-031-51017	PARS-ARS	156.10	1,316.24	2,910.00	1,593.76	45.2
001-031-51022	PARS SYSTEM	4,306.10	26,733.44	55,000.00	28,266.56	48.6
001-031-51024	DEFERRED COMPENSATION	410.10	2,543.41	5,240.00	2,696.59	48.5
001-031-51025	RETIREE HEALTH INSURANCE	10,121.35	33,816.60	62,568.00	28,751.40	54.1
001-031-51027	PERS EE/ER	4,752.30	30,000.70	61,600.00	31,599.30	48.7
001-031-51029	PERS LS UAL	.00	12,851.60	12,883.00	31.40	99.8
001-031-51042	UNEMPLOYMENT INSURANCE	.00	.00	1,500.00	1,500.00	.0
001-031-51043	DISABILITY & LIFE INSURANCE	181.21	1,269.40	2,264.00	994.60	56.1
001-031-51046	OPEB	2,606.06	16,164.42	32,645.00	16,480.58	49.5
001-031-52009	TRAINING	.00	46.67	3,000.00	2,953.33	1.6
001-031-52010	UTILITIES	6,388.49	32,860.94	50,000.00	17,139.06	65.7
001-031-52011	ADVERTISING & PRINTING	.00	360.00	500.00	140.00	72.0
001-031-52012	OFFICE SUPPLIES & POSTAGE	51.80	51.80	300.00	248.20	17.3
001-031-52013	COMMUNICATIONS	(212.22)	3,363.76	6,000.00	2,636.24	56.1
001-031-52014	MEETINGS & TRAVEL	.00	192.19	4,000.00	3,807.81	4.8
001-031-52015	PROFESSIONAL SERVICES	.00	5,730.42	186,325.00	180,594.58	3.1
001-031-52017	WASTE FEES	2,600.36	12,232.66	32,450.00	20,217.34	37.7
001-031-52018	SPECIAL DEPARTMENT SUPPLIES	4,109.37	64,662.68	80,000.00	15,337.32	80.8
001-031-52019	MISC. DUES & SUBSCRIPTIONS	20.00	164.97	3,000.00	2,835.03	5.5
001-031-52045	IT	719.37	12,417.94	19,500.00	7,082.06	63.7
001-031-53020	VEHICLE OPERATION	600.11	3,963.00	10,000.00	6,037.00	39.6
001-031-53021	SPECIAL EQUIPMENT OPERATION	.00	708.55	10,000.00	9,291.45	7.1
001-031-55024	RENTALS	500.00	70,267.72	70,595.00	327.28	99.5
001-031-55025	CHAMBER OF COMMERCE	.00	.00	1,000.00	1,000.00	.0
001-031-55050	PARK RENOVATION	.00	15,000.00	30,000.00	15,000.00	50.0
001-031-56027	CAPITAL IMPROVEMENT	.00	3,232.50	189,540.00	186,307.50	1.7
001-031-56028	CAPITAL EQUIPMENT	.00	.00	47,000.00	47,000.00	.0
001-031-57000	LEASE PRINCIPAL	628.50	3,771.00	7,560.00	3,789.00	49.9
001-031-58030	URBAN GREENING GRANT	.00	3,321.21	50,000.00	46,678.79	6.6
	TOTAL PARKS AND RECREATION	89,809.68	721,954.83	1,752,799.69	1,030,844.86	41.2

CITY OF BISHOP
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PLANNING</u>					
001-034-51001	FULL TIME SALARIES	8,400.32	53,012.72	110,466.30	57,453.58	48.0
001-034-51002	PART TIME SALARIES	.00	.00	5,000.00	5,000.00	.0
001-034-51004	OVERTIME WAGES	.00	.00	500.00	500.00	.0
001-034-51006	VISION INSURANCE	10.11	69.89	166.00	96.11	42.1
001-034-51007	HEALTH INSURANCE	2,567.23	16,324.87	32,562.95	16,238.08	50.1
001-034-51008	DENTAL INSURANCE	105.18	740.15	1,420.00	679.85	52.1
001-034-51010	WORKER'S COMPENSATION	.00	2,380.07	2,391.82	11.75	99.5
001-034-51011	MEDICARE TAX	114.10	723.01	1,716.30	993.29	42.1
001-034-51017	PARS-ARS	.00	.00	65.00	65.00	.0
001-034-51022	PARS SYSTEM	.00	18.77	.00	18.77	.0
001-034-51024	DEFERRED COMPENSATION	.00	1.79	200.00	198.21	.9
001-034-51025	RETIREE HEALTH INSURANCE	2,250.36	7,512.66	14,718.00	7,205.34	51.0
001-034-51027	PERS EE/ER	685.47	4,894.11	8,802.35	3,908.24	55.6
001-034-51029	PERS LS UAL	.00	1,196.58	1,200.00	3.42	99.7
001-034-51043	DISABILITY & LIFE INSURANCE	52.89	373.48	790.00	416.52	47.3
001-034-51046	OPEB	860.20	5,428.10	11,175.00	5,746.90	48.6
001-034-52011	ADVERTISING & PRINTING	(519.81)	.00	.00	.00	.0
001-034-52012	OFFICE SUPPLIES & POSTAGE	215.35	1,252.07	2,500.00	1,247.93	50.1
001-034-52013	COMMUNICATIONS	36.39	182.67	550.00	367.33	33.2
001-034-52014	MEETINGS & TRAVEL	.00	1,422.22	5,500.00	4,077.78	25.9
001-034-52015	PROFESSIONAL SERVICES	.00	1,665.86	172,000.00	170,334.14	1.0
001-034-52018	SPECIAL DEPARTMENT SUPPLIES	761.37	766.88	2,000.00	1,233.12	38.3
001-034-52019	MISC. DUES & SUBSCRIPTIONS	41.80	641.80	1,000.00	358.20	64.2
001-034-52045	IT	38.03	3,760.05	6,000.00	2,239.95	62.7
001-034-53025	LAFCO	.00	.00	15,000.00	15,000.00	.0
	TOTAL PLANNING	15,618.99	102,367.75	395,723.72	293,355.97	25.9
	<u>AFTER SCHOOL PROGRAM</u>					
001-035-51002	PART TIME SALARIES	6,828.59	42,030.59	69,800.00	27,769.41	60.2
001-035-51011	MEDICARE TAX	99.02	609.44	1,015.00	405.56	60.0
001-035-51017	PARS-ARS	88.73	546.26	910.00	363.74	60.0
001-035-52010	UTILITIES	.00	.00	3,500.00	3,500.00	.0
001-035-52015	PROFESSIONAL SERVICES	(735.58)	29.00	250.00	221.00	11.6
001-035-52018	SPECIAL DEPARTMENT SUPPLIES	928.89	3,145.74	12,000.00	8,854.26	26.2
001-035-52045	IT	103.71	636.44	1,200.00	563.56	53.0
	TOTAL AFTER SCHOOL PROGRAM	7,313.36	46,997.47	88,675.00	41,677.53	53.0

CITY OF BISHOP
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>POOL</u>					
001-037-51002	PART TIME SALARIES	3,717.73	101,272.53	224,020.00	122,747.47	45.2
001-037-51011	MEDICARE TAX	53.90	1,468.44	3,300.00	1,831.56	44.5
001-037-51017	PARS-ARS	48.33	1,316.59	2,950.00	1,633.41	44.6
001-037-52009	TRAINING	350.00	350.00	2,500.00	2,150.00	14.0
001-037-52010	UTILITIES	.00	2,326.76	30,000.00	27,673.24	7.8
001-037-52013	COMMUNICATIONS	60.66	304.48	1,000.00	695.52	30.5
001-037-52014	MEETINGS & TRAVEL	804.90	804.90	2,000.00	1,195.10	40.3
001-037-52015	PROFESSIONAL SERVICES	(3,908.86)	1,452.44	5,000.00	3,547.56	29.1
001-037-52018	SPECIAL DEPARTMENT SUPPLIES	77.42	17,184.70	61,000.00	43,815.30	28.2
001-037-52045	IT	512.43	2,897.86	6,000.00	3,102.14	48.3
001-037-52047	CONCESSIONS	.00	3,024.27	3,580.00	555.73	84.5
001-037-53021	SPECIAL EQUIPMENT OPERATION	3,908.86	3,908.86	7,000.00	3,091.14	55.8
001-037-56028	CAPITAL EQUIPMENT	.00	.00	10,000.00	10,000.00	.0
	TOTAL POOL	5,625.37	136,311.83	358,350.00	222,038.17	38.0
	<u>SUMMER CAMP</u>					
001-038-51002	PART TIME SALARIES	.00	15,807.21	40,210.00	24,402.79	39.3
001-038-51011	MEDICARE TAX	.00	229.18	585.00	355.82	39.2
001-038-51017	PARS-ARS	.00	205.52	525.00	319.48	39.2
001-038-52010	UTILITIES	.00	.00	500.00	500.00	.0
001-038-52011	ADVERTISING & PRINTING	.00	.00	450.00	450.00	.0
001-038-52015	PROFESSIONAL SERVICES	5,000.00	5,000.00	10,000.00	5,000.00	50.0
001-038-52018	SPECIAL DEPARTMENT SUPPLIES	.00	3,155.03	8,200.00	5,044.97	38.5
001-038-52045	IT	.00	.00	150.00	150.00	.0
	TOTAL SUMMER CAMP	5,000.00	24,396.94	60,620.00	36,223.06	40.3
	TOTAL FUND EXPENDITURES	821,353.69	6,704,666.21	12,853,158.68	6,148,492.47	52.2
	NET REVENUE OVER EXPENDITURES	(60,179.54)	(1,733,866.65)	(480,838.68)	1,253,027.97	(360.6)

CITY OF BISHOP
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>REVENUE</u>					
002-000-33010	INTEREST ON BANK DEPOSITS	.00	53,088.27	121,800.00	68,711.73	43.6
002-000-33020	RENTAL OF REAL PROPERTY	(1,532.09)	.00	.00	.00	.0
002-000-39017	SEWER MISCELLANEOUS	45,732.09	45,762.09	6,000.00	(39,762.09)	762.7
002-000-39020	SEWER SERVICE COLLECTION	119,500.75	718,330.50	1,400,000.00	681,669.50	51.3
002-000-39023	SEWER SERVICE PENALTIES	241.85	1,579.84	1,000.00	(579.84)	158.0
002-000-39075	INTERGOVERNMENTAL REVENUE	.00	.00	675,000.00	675,000.00	.0
	TOTAL REVENUE	163,942.60	818,760.70	2,203,800.00	1,385,039.30	37.2
	TOTAL FUND REVENUE	163,942.60	818,760.70	2,203,800.00	1,385,039.30	37.2

CITY OF BISHOP
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SEWER					
002-051-51001	FULL TIME SALARIES	18,982.53	118,708.16	262,033.89	143,325.73	45.3
002-051-51002	PART TIME SALARIES	161.34	1,743.55	8,320.00	6,576.45	21.0
002-051-51004	OVERTIME WAGES	44.93	1,410.05	8,684.00	7,273.95	16.2
002-051-51006	VISION INSURANCE	36.14	248.22	512.00	263.78	48.5
002-051-51007	HEALTH INSURANCE	6,769.70	43,164.81	90,377.00	47,212.19	47.8
002-051-51008	DENTAL INSURANCE	411.60	2,854.45	5,381.00	2,526.55	53.1
002-051-51010	WORKER'S COMPENSATION	.00	6,444.52	6,476.32	31.80	99.5
002-051-51011	MEDICARE TAX	276.97	1,767.11	4,222.34	2,455.23	41.9
002-051-51017	PARS-ARS	2.10	22.68	110.00	87.32	20.6
002-051-51018	DUTY TIME	726.60	4,480.66	6,240.00	1,759.34	71.8
002-051-51022	PARS SYSTEM	2,189.06	13,630.31	26,254.79	12,624.48	51.9
002-051-51024	DEFERRED COMPENSATION	395.64	2,300.14	3,883.18	1,583.04	59.2
002-051-51025	RETIREE HEALTH INSURANCE	7,725.24	25,134.90	48,000.00	22,865.10	52.4
002-051-51027	PERS EE/ER	2,749.37	17,963.93	36,480.88	18,516.95	49.2
002-051-51029	PERS LS UAL	.00	161,843.94	162,239.00	395.06	99.8
002-051-51043	DISABILITY & LIFE INSURANCE	118.01	851.31	1,590.00	738.69	53.5
002-051-51046	OPEB	1,943.82	11,956.60	25,390.00	13,433.40	47.1
002-051-52006	RECRUITMENT	(429.30)	.00	.00	.00	.0
002-051-52009	TRAINING	(155.00)	.00	.00	.00	.0
002-051-52010	UTILITIES	1,893.98	7,779.37	28,400.00	20,620.63	27.4
002-051-52012	OFFICE SUPPLIES & POSTAGE	730.23	1,702.67	7,300.00	5,597.33	23.3
002-051-52013	COMMUNICATIONS	181.64	766.45	2,700.00	1,933.55	28.4
002-051-52014	MEETINGS & TRAVEL	.00	2,775.05	4,000.00	1,224.95	69.4
002-051-52015	PROFESSIONAL SERVICES	2,753.14	40,125.84	71,400.00	31,274.16	56.2
002-051-52017	WASTE FEES	413.20	2,597.55	5,600.00	3,002.45	46.4
002-051-52018	SPECIAL DEPARTMENT SUPPLIES	40,936.10	53,355.89	74,300.00	20,944.11	71.8
002-051-52019	MISC. DUES & SUBSCRIPTIONS	960.79	1,539.24	3,800.00	2,260.76	40.5
002-051-52045	IT	97.31	1,523.32	2,700.00	1,176.68	56.4
002-051-53020	VEHICLE OPERATION	448.69	4,160.05	20,000.00	15,839.95	20.8
002-051-55023	SMALL CLAIMS	.00	.00	100.00	100.00	.0
002-051-55024	RENTALS	.00	.00	1,000.00	1,000.00	.0
002-051-55100	CITY COST PLAN	.00	165,264.00	165,264.00	.00	100.0
002-051-55101	REFUNDS	.00	84.00	2,000.00	1,916.00	4.2
002-051-56025	DEPRECIATION	.00	.00	140,000.00	140,000.00	.0
002-051-56027	CAPITAL IMPROVEMENT	.00	29,518.37	718,000.00	688,481.63	4.1
002-051-56028	CAPITAL EQUIPMENT	2,055.63	2,055.63	42,154.74	40,099.11	4.9
002-051-57000	LEASE PRINCIPAL	473.93	2,843.58	5,800.00	2,956.42	49.0
	TOTAL SEWER	92,893.39	730,616.35	1,990,713.14	1,260,096.79	36.7
	TOTAL FUND EXPENDITURES	92,893.39	730,616.35	1,990,713.14	1,260,096.79	36.7
	NET REVENUE OVER EXPENDITURES	71,049.21	88,144.35	213,086.86	124,942.51	41.4

CITY OF BISHOP
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

		GAS TAX				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
REVENUE						
003-000-39100	SECTION 2105	1,979.64	10,008.45	23,000.00	12,991.55	43.5
003-000-39110	SECTION 2107-5	.00	1,000.00	1,000.00	.00	100.0
003-000-39120	SECTION 2107	2,825.28	13,351.74	32,000.00	18,648.26	41.7
003-000-39130	SECTION 2106	1,726.69	8,694.67	19,500.00	10,805.33	44.6
003-000-39135	MISC/PROP 42	3,461.92	17,080.27	37,000.00	19,919.73	46.2
003-000-39139	SB 1	7,406.81	45,146.58	99,094.00	53,947.42	45.6
TOTAL REVENUE		17,400.34	95,281.71	211,594.00	116,312.29	45.0
TOTAL FUND REVENUE		17,400.34	95,281.71	211,594.00	116,312.29	45.0

CITY OF BISHOP
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

		GAS TAX				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
GAS TAX						
003-030-51001	FULL TIME SALARIES	5,709.80	35,535.64	66,607.41	31,071.77	53.4
003-030-51002	PART TIME SALARIES	57.63	665.59	.00	(665.59)	.0
003-030-51004	OVERTIME WAGES	(30.12)	256.28	1,144.00	887.72	22.4
003-030-51006	VISION INSURANCE	10.69	74.93	150.00	75.07	50.0
003-030-51007	HEALTH INSURANCE	2,381.17	15,011.08	27,981.45	12,970.37	53.7
003-030-51008	DENTAL INSURANCE	123.18	863.51	1,500.00	636.49	57.6
003-030-51010	WORKER'S COMPENSATION	.00	1,830.83	1,839.86	9.03	99.5
003-030-51011	MEDICARE TAX	82.80	528.99	1,033.56	504.57	51.2
003-030-51017	PARS-ARS	.75	8.67	.00	(8.67)	.0
003-030-51018	DUTY TIME	259.50	1,600.24	2,080.00	479.76	76.9
003-030-51022	PARS SYSTEM	781.78	4,838.21	9,376.47	4,538.26	51.6
003-030-51024	DEFERRED COMPENSATION	87.82	493.29	948.44	455.15	52.0
003-030-51027	PERS EE/ER	894.14	5,810.38	10,900.25	5,089.87	53.3
003-030-51029	PERS LS UAL	.00	2,688.12	2,695.00	6.88	99.7
003-030-51043	DISABILITY & LIFE INSURANCE	36.90	258.60	450.00	191.40	57.5
003-030-51046	OPEB	584.68	3,568.39	6,875.00	3,306.61	51.9
003-030-52018	SPECIAL DEPARTMENT SUPPLIES	.00	.00	16,000.00	16,000.00	.0
TOTAL GAS TAX		10,980.72	74,032.75	149,581.44	75,548.69	49.5
TOTAL FUND EXPENDITURES		10,980.72	74,032.75	149,581.44	75,548.69	49.5
NET REVENUE OVER EXPENDITURES		6,419.62	21,248.96	62,012.56	40,763.60	34.3

CITY OF BISHOP
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>REVENUE</u>					
004-000-33010	INTEREST ON BANK DEPOSITS	.00	49,599.21	71,360.00	21,760.79	69.5
004-000-39012	WATER SERVICE COLLECTION	94,461.22	567,954.19	1,100,000.00	532,045.81	51.6
004-000-39013	WATER SERVICE PENALTIES	190.64	1,245.21	900.00	(345.21)	138.4
004-000-39017	WATER MISCELLANEOUS	47,080.00	47,110.00	20,000.00	(27,110.00)	235.6
	TOTAL REVENUE	141,731.86	665,908.61	1,192,260.00	526,351.39	55.9
	TOTAL FUND REVENUE	141,731.86	665,908.61	1,192,260.00	526,351.39	55.9

CITY OF BISHOP
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>WATER</u>					
004-050-51001	FULL TIME SALARIES	15,500.62	96,996.52	217,049.16	120,052.64	44.7
004-050-51002	PART TIME SALARIES	138.30	1,477.38	8,430.00	6,952.62	17.5
004-050-51004	OVERTIME WAGES	56.98	1,123.03	9,194.00	8,070.97	12.2
004-050-51006	VISION INSURANCE	30.12	205.26	429.00	223.74	47.9
004-050-51007	HEALTH INSURANCE	5,817.29	36,869.27	78,020.00	41,150.73	47.3
004-050-51008	DENTAL INSURANCE	350.03	2,396.79	4,505.00	2,108.21	53.2
004-050-51010	WORKER'S COMPENSATION	.00	5,408.80	5,435.49	26.69	99.5
004-050-51011	MEDICARE TAX	226.49	1,444.23	3,570.90	2,126.67	40.4
004-050-51017	PARS-ARS	1.79	19.14	110.00	90.86	17.4
004-050-51018	DUTY TIME	622.80	3,840.56	6,604.00	2,763.44	58.2
004-050-51022	PARS SYSTEM	1,876.34	11,687.08	22,503.53	10,816.45	51.9
004-050-51024	DEFERRED COMPENSATION	300.63	1,737.72	3,200.00	1,462.28	54.3
004-050-51025	RETIREE HEALTH INSURANCE	10,300.32	33,513.20	63,756.60	30,243.40	52.6
004-050-51027	PERS EE/ER	2,303.15	15,417.21	29,681.20	14,263.99	51.9
004-050-51029	PERS LS UAL	.00	125,338.78	125,645.00	306.22	99.8
004-050-51043	DISABILITY & LIFE INSURANCE	97.94	710.26	1,400.00	689.74	50.7
004-050-51046	OPEB	1,587.28	9,761.95	21,200.00	11,438.05	46.1
004-050-52006	RECRUITMENT	(429.30)	.00	.00	.00	.0
004-050-52009	TRAINING	(1,253.33)	.00	.00	.00	.0
004-050-52010	UTILITIES	8,015.89	33,069.49	48,000.00	14,930.51	68.9
004-050-52012	OFFICE SUPPLIES & POSTAGE	716.82	2,815.84	6,800.00	3,984.16	41.4
004-050-52013	COMMUNICATIONS	163.33	689.66	3,700.00	3,010.34	18.6
004-050-52014	MEETINGS & TRAVEL	.00	2,378.92	4,000.00	1,621.08	59.5
004-050-52015	PROFESSIONAL SERVICES	3,695.00	37,428.06	102,000.00	64,571.94	36.7
004-050-52017	WASTE FEES	52.77	429.12	1,670.00	1,240.88	25.7
004-050-52018	SPECIAL DEPARTMENT SUPPLIES	17,881.43	29,429.83	47,000.00	17,570.17	62.6
004-050-52019	MISC. DUES & SUBSCRIPTION	1,079.81	1,501.36	3,800.00	2,298.64	39.5
004-050-52020	WATER CONSERVATION PROGRAM	.00	100.00	1,300.00	1,200.00	7.7
004-050-52045	IT	88.61	1,517.32	2,700.00	1,182.68	56.2
004-050-53020	VEHICLE OPERATION	328.41	3,655.20	20,000.00	16,344.80	18.3
004-050-55023	SMALL CLAIMS	.00	.00	200.00	200.00	.0
004-050-55024	RENTALS	.00	.00	3,000.00	3,000.00	.0
004-050-55100	CITY COST PLAN	.00	160,881.00	160,881.00	.00	100.0
004-050-55101	REFUNDS	.00	66.00	6,000.00	5,934.00	1.1
004-050-56025	DEPRECIATION	.00	.00	200,000.00	200,000.00	.0
004-050-56027	CAPITAL IMPROVEMENT	4,225.00	21,535.00	1,070,000.00	1,048,465.00	2.0
004-050-56028	CAPITAL EQUIPMENT	(2,151.92)	1,740.55	32,154.73	30,414.18	5.4
004-050-56030	LOAN PAYMENT	.00	.00	18,260.17	18,260.17	.0
004-050-56500	INTEREST	.00	.00	110,625.00	110,625.00	.0
004-050-57000	LEASE PRINCIPAL	631.91	3,791.46	7,596.00	3,804.54	49.9
	TOTAL WATER	72,254.51	648,975.99	2,450,420.78	1,801,444.79	26.5
	TOTAL FUND EXPENDITURES	72,254.51	648,975.99	2,450,420.78	1,801,444.79	26.5
	NET REVENUE OVER EXPENDITURES	69,477.35	16,932.62	(1,258,160.78)	(1,275,093.40)	1.4

CITY OF BISHOP
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

TUT MEASURE A

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>REVENUE</u>					
010-000-39722	TUT MEASURE A	.00	.00	800,000.00	800,000.00	.0
	TOTAL REVENUE	.00	.00	800,000.00	800,000.00	.0
	TOTAL FUND REVENUE	.00	.00	800,000.00	800,000.00	.0

CITY OF BISHOP
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

TUT MEASURE A

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEPARTMENT 000</u>					
010-000-59999	TRANSFERS OUT	.00	700,000.00	700,000.00	.00	100.0
	TOTAL DEPARTMENT 000	.00	700,000.00	700,000.00	.00	100.0
	TOTAL FUND EXPENDITURES	.00	700,000.00	700,000.00	.00	100.0
	NET REVENUE OVER EXPENDITURES	.00	(700,000.00)	100,000.00	800,000.00	(700.0)

CITY OF BISHOP
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

SUNRISE MHP

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>REVENUE</u>					
012-000-33010	INTEREST ON BANK DEPOSITS	.00	7,853.07	13,920.00	6,066.93	56.4
012-000-39735	UTILITIES CLEARING ACCOUNT	2,765.00	17,220.00	39,000.00	21,780.00	44.2
012-000-39750	RENTS - ASSISTED UNITS	773.00	4,683.00	6,600.00	1,917.00	71.0
012-000-39760	RENTS - UNASSISTED UNITS	8,720.00	52,975.00	102,000.00	49,025.00	51.9
	TOTAL REVENUE	12,258.00	82,731.07	161,520.00	78,788.93	51.2
	TOTAL FUND REVENUE	12,258.00	82,731.07	161,520.00	78,788.93	51.2

CITY OF BISHOP
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

SUNRISE MHP

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>SUNRISE MHP</u>					
012-095-51001	FULL TIME SALARIES	1,186.29	7,435.99	14,330.00	6,894.01	51.9
012-095-51002	PART TIME SALARIES	1,541.25	10,521.60	12,740.00	2,218.40	82.6
012-095-51006	VISION INSURANCE	3.06	21.11	50.00	28.89	42.2
012-095-51007	HEALTH INSURANCE	667.48	4,140.85	7,770.00	3,629.15	53.3
012-095-51008	DENTAL INSURANCE	35.64	245.78	440.00	194.22	55.9
012-095-51010	WORKER'S COMPENSATION	.00	481.62	484.00	2.38	99.5
012-095-51011	MEDICARE TAX	37.94	251.41	402.00	150.59	62.5
012-095-51017	PARS-ARS	26.18	142.94	100.00	(42.94)	142.9
012-095-51022	PARS SYSTEM	133.74	827.60	1,581.00	753.40	52.4
012-095-51024	DEFERRED COMPENSATION	12.74	78.86	151.00	72.14	52.2
012-095-51027	PERS EE/ER	212.90	1,338.80	2,165.00	826.20	61.8
012-095-51029	PERS LS UAL	.00	8,978.82	9,001.00	22.18	99.8
012-095-51043	DISABILITY & LIFE INSURANCE	8.54	58.85	110.00	51.15	53.5
012-095-51046	OPEB	121.48	751.23	1,470.00	718.77	51.1
012-095-52010	UTILITIES	1,423.78	35,653.75	44,000.00	8,346.25	81.0
012-095-52012	OFFICE SUPPLIES & POSTAGE	.00	.00	100.00	100.00	.0
012-095-52015	PROFESSIONAL SERVICES	112.00	731.11	5,000.00	4,268.89	14.6
012-095-52017	WASTE FEES	546.64	3,327.28	7,500.00	4,172.72	44.4
012-095-52018	SPECIAL DEPARTMENT SUPPLIES	178.98	1,135.86	7,500.00	6,364.14	15.1
012-095-52045	IT	.00	.00	100.00	100.00	.0
012-095-53020	VEHICLE OPERATION	.00	.00	1,200.00	1,200.00	.0
012-095-55100	CITY COST PLAN	.00	20,422.00	20,422.00	.00	100.0
012-095-56027	CAPITAL IMPROVEMENT	.00	.00	30,000.00	30,000.00	.0
	TOTAL SUNRISE MHP	6,248.64	96,545.46	166,616.00	70,070.54	57.9
	TOTAL FUND EXPENDITURES	6,248.64	96,545.46	166,616.00	70,070.54	57.9
	NET REVENUE OVER EXPENDITURES	6,009.36	(13,814.39)	(5,096.00)	8,718.39	(271.1)

CITY OF BISHOP
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

STREETS-SIDEWALK IMPROVEMENT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>REVENUE</u>					
019-000-33010	INTEREST ON BANK DEPOSITS	.00	29,392.86	5,000.00	(24,392.86)	587.9
019-000-39999	TRANSFERS IN	.00	250,000.00	250,000.00	.00	100.0
	TOTAL REVENUE	.00	279,392.86	255,000.00	(24,392.86)	109.6
	TOTAL FUND REVENUE	.00	279,392.86	255,000.00	(24,392.86)	109.6

CITY OF BISHOP
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

STREETS-SIDEWALK IMPROVEMENT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>STREETS-SIDEWALK IMPROVEMENT</u>					
019-040-59999	TRANSFERS OUT	.00	.00	1,419,213.00	1,419,213.00	.0
	TOTAL STREETS-SIDEWALK IMPROVEMENT	.00	.00	1,419,213.00	1,419,213.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	1,419,213.00	1,419,213.00	.0
	NET REVENUE OVER EXPENDITURES	.00	279,392.86	(1,164,213.00)	(1,443,605.86)	24.0

CITY OF BISHOP
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

HEAVY EQUIPMENT REPLACEMENT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>SOURCE 000</u>					
022-000-33010	INTEREST ON BANK DEPOSITS	.00	2,193.72	6,400.00	4,206.28	34.3
022-000-39999	TRANSFERS IN	.00	100,000.00	100,000.00	.00	100.0
	TOTAL SOURCE 000	.00	102,193.72	106,400.00	4,206.28	96.1
	TOTAL FUND REVENUE	.00	102,193.72	106,400.00	4,206.28	96.1
	NET REVENUE OVER EXPENDITURES	.00	102,193.72	106,400.00	4,206.28	96.1

CITY OF BISHOP
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

PROPERTY/HOUSING DEVELOPMENT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>SOURCE 000</u>					
023-000-33010	INTEREST ON BANK DEPOSITS	.00	1,404.86	3,480.00	2,075.14	40.4
	TOTAL SOURCE 000	.00	1,404.86	3,480.00	2,075.14	40.4
	TOTAL FUND REVENUE	.00	1,404.86	3,480.00	2,075.14	40.4

CITY OF BISHOP
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

PROPERTY/HOUSING DEVELOPMENT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEPARTMENT 000</u>					
023-000-55026	CONTRACT SERVICES	122.50	14,915.41	50,485.00	35,569.59	29.5
	TOTAL DEPARTMENT 000	122.50	14,915.41	50,485.00	35,569.59	29.5
	TOTAL FUND EXPENDITURES	122.50	14,915.41	50,485.00	35,569.59	29.5
	NET REVENUE OVER EXPENDITURES	(122.50)	(13,510.55)	(47,005.00)	(33,494.45)	(28.7)

CITY OF BISHOP
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

		PLHA FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 000</u>						
026-000-33011	INTEREST ON BANK DEPOSITS	860.36	4,102.95	.00	(4,102.95)	.0
	TOTAL SOURCE 000	860.36	4,102.95	.00	(4,102.95)	.0
	TOTAL FUND REVENUE	860.36	4,102.95	.00	(4,102.95)	.0
	NET REVENUE OVER EXPENDITURES	860.36	4,102.95	.00	(4,102.95)	.0

CITY OF BISHOP
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

		C.O.P.S.				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>						
033-000-33010	INTEREST ON BANK DEPOSITS	.00	4,507.88	9,570.00	5,062.12	47.1
033-000-39967	COPS/AB 1913	.00	.00	110,000.00	110,000.00	.0
TOTAL REVENUE		.00	4,507.88	119,570.00	115,062.12	3.8
TOTAL FUND REVENUE		.00	4,507.88	119,570.00	115,062.12	3.8

CITY OF BISHOP
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

		C.O.P.S.				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
C.O.P.S.						
033-033-51004	OVERTIME WAGES	.00	.00	60,000.00	60,000.00	.0
033-033-52018	SPECIAL DEPARTMENT SUPPLIES	6,500.00	8,298.12	30,000.00	21,701.88	27.7
033-033-52019	MISC. DUES & SUBSCRIPTIONS	(660.00)	10,000.00	10,000.00	.00	100.0
033-033-53020	VEHICLE OPERATION	.00	.00	10,000.00	10,000.00	.0
033-033-57000	LEASE PRINCIPAL	5,008.26	45,410.04	90,000.00	44,589.96	50.5
TOTAL C.O.P.S.		10,848.26	63,708.16	200,000.00	136,291.84	31.9
TOTAL FUND EXPENDITURES		10,848.26	63,708.16	200,000.00	136,291.84	31.9
NET REVENUE OVER EXPENDITURES		(10,848.26)	(59,200.28)	(80,430.00)	(21,229.72)	(73.6)

CITY OF BISHOP
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

STIP E. LINE ST. BRIDGE REPL.

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>REVENUE</u>					
054-000-39925	PROJECT REVENUE	.00	127,695.00	.00	(127,695.00)	.0
054-000-39999	TRANSFERS IN	110,000.00	110,000.00	110,000.00	.00	100.0
	TOTAL REVENUE	110,000.00	237,695.00	110,000.00	(127,695.00)	216.1
	TOTAL FUND REVENUE	110,000.00	237,695.00	110,000.00	(127,695.00)	216.1

CITY OF BISHOP
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

STIP E. LINE ST. BRIDGE REPL.

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEPARTMENT 000</u>					
054-000-55026	CONTRACT SERVICES	3,486.25	3,486.25	110,000.00	106,513.75	3.2
	TOTAL DEPARTMENT 000	3,486.25	3,486.25	110,000.00	106,513.75	3.2
	TOTAL FUND EXPENDITURES	3,486.25	3,486.25	110,000.00	106,513.75	3.2
	NET REVENUE OVER EXPENDITURES	106,513.75	234,208.75	.00	(234,208.75)	.0

CITY OF BISHOP
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

S WARREN ST. IMPROVEMENT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>REVENUE</u>					
055-000-39520	INTERGOVERNMENTAL REVENUE	.00	.00	1,000,000.00	1,000,000.00	.0
055-000-39999	TRANSFERS IN	.00	.00	1,419,213.00	1,419,213.00	.0
	TOTAL REVENUE	.00	.00	2,419,213.00	2,419,213.00	.0
	TOTAL FUND REVENUE	.00	.00	2,419,213.00	2,419,213.00	.0

CITY OF BISHOP
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2025

S WARREN ST. IMPROVEMENT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEPARTMENT 000</u>					
055-000-56027	CAPITAL IMPROVEMENT	.00	.00	2,419,213.00	2,419,213.00	.0
	TOTAL DEPARTMENT 000	.00	.00	2,419,213.00	2,419,213.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	2,419,213.00	2,419,213.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

DECEMBER 2025

BANK RECONCILIATION

REPORT



Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book adjustments

Eastern Sierra Checking (Eastern Sierra Checking) (1)

December 31, 2025

Account: 99900010110

Bank Account Number: 006107370

Bank Statement Balance:	1,662,318.01	Book Balance Previous Month:	1,406,984.93
Outstanding Deposits:	137,190.17	Total Receipts:	1,090,582.57
Outstanding Checks:	273,577.35	Total Disbursements:	971,636.68
Bank Adjustments:	.01-	Book Adjustments:	.00
Bank Balance:	1,525,930.82	Book Balance:	1,525,930.82
		Proof (Bank balance less book balance):	.00

Outstanding Deposits Section

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
19	280.00	1034	128.00-	1057	101.00	1108	88.29-
1110	565.46	1132	1,472.00-	1137	370.00-	1145	359.00
1159	64.00-	1213	185.00-	1219	14,293.41	1232	5,717.11
1234	558.40	1240	105.00-	1245	202.00	1256	2,400.00
1259	103,829.86	1260	1,092.00	1261	312.75	1262	9,474.57
1263	416.90						
Grand Totals:							137,190.17

Deposits cleared: 79 items

Deposits Outstanding: 21 items

Outstanding Checks Section

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
5	281.25	1092	19.83	1639	38.00	1644	38.00
2443	165.48	3849	74.99	4696	1,623.97	4738	250.29
4877	6,920.00	5119	457.64	5546	119.89	6366	313.36
6412	100.00	6693	48.03	6948	668.91	7108	4,602.50
7258	144.96	7412	18.58	7420	18.58	7859	1,076.50
8324	66.50	8752	110.82	9412	203.50	9861	.11
9941	46.25	10994	75.00	11079	14.30	11879	340.50
12044	33.25	12086	31.99	12129	2,898.00	12474	36.94
12488	31.17	12493	36.94	12502	166.23	12613	120.00
13215	25.00	13247	30.35	13262	43.86	13272	103.89
13366	210.55	13407	40.00	13415	700.00	13729	312.42
14034	4,632.25	14058	2.74	14119	39.50-	14119	39.50
14157	2,400.00	14245	33.00	14258	80.00	14298	1,680.00
14301	6,383.62	14398	5,226.25	14445	475.90-	14445	475.90
14450	111.28	14467	275.19	14508	150.00	14518	1,680.00
14520	55.50	14567	12,000.00	14601	180.30	14614	27.75
14670	227.73	14704	284.66	14712	550.00	14766	244.97
14784	108.57	14785	94.89	14786	784.81	14787	210.88
14791	85.69	14804	1,843.60	14821	113.87	14825	284.66
14827	6,640.00	14828	1,680.00	14831	55.50	14832	6,100.22
14833	551.55	14857	2,197.22	14859	6,349.40	14866	500.00
14869	81.26	14880	474.45	14902	339.04	14908	1,348.09
14910	4,928.96	14911	120.00	14916	284.66	14918	475.76

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
14919	19.68	14922	500.57	14923	150.50	14928	91.96
14929	3,486.25	14931	109.00	14939	5,000.00	14944	4,347.50
14971	313.14	14978	75.91	14979	75.91	14980	530.81
14981	316.25	14985	341.00	14986	715.05	14987	396.94
14988	7,348.09	14989	31.31	14990	657.39	14991	2,327.50
14992	4,827.57	14993	18,791.73	14994	109.00	14995	3,144.86
14996	3,000.00	14997	500.00	14998	177.99	14999	312.18
15000	1,621.30	15001	500.00	15002	3,178.62	15003	29.00
15004	114.03	15005	306.70	15006	3,908.75	15007	284.66
15008	2,621.98	15009	1,680.00	15010	55.50	15011	5,975.92
15012	551.55	15013	1,871.29	15014	30,993.63	15015	9,694.24
15016	1,502.47	15017	536.82	15018	380.00	15019	1,106.63
15020	2,601.16	15021	2,301.00	15022	43.50	15023	500.00
15024	6,500.00	15025	116.94	15026	1,864.00	15027	206.00
15028	90.05	15029	75.00	15030	523.52	75403	8.00
71125300	.73-	122625202	3,985.46	122625204	35,615.62		

Grand Totals:

273,577.35

Checks cleared: 246 items

Checks Outstanding: 155 items

Bank Adjustments Section

Description	Amount	Description	Amount
Reconciliation off by 0.01	.01-		
Grand Totals:			.01-

Book Adjustments Section

DECEMBER 2025

COMBINED CASH REPORT



CITY OF BISHOP
COMBINED CASH
DECEMBER 31, 2025

COMBINED CASH ACCOUNTS

999-000-10110	CASH IN BANK	1,521,310.34
999-000-10111	LAIF INVESTMENT	914,723.81
999-000-10112	CASH EASTERN SIERRA BANK	.00
999-000-10113	CASH IN COUNTY TREASURY	18,488.32
999-000-10115	CASH IN BANK XPRESS BILLPAY	31,737.25
999-000-10116	CALIFORNIA CLASS INVESTMENT	20,651,972.94
999-000-10117	CASH IN BANK STRIPE	.00
999-000-10175	CASH CLEARING UTILITIES	15,177.62
999-000-10176	BUSINESS CASH CLEARING	.00
999-000-10177	DEPOSITS IN TRANSIT	.00
TOTAL COMBINED CASH		23,153,410.28
999-000-10100	CASH ALLOCATED TO FUNDS	(23,153,410.28)

TOTAL UNALLOCATED CASH	.00
------------------------	-----

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	11,670,496.02
2	ALLOCATION TO SEWER FUND	2,917,766.07
3	ALLOCATION TO GAS TAX	503,736.60
4	ALLOCATION TO WATER FUND	2,675,614.11
5	ALLOCATION TO RFPD	601,884.15
6	ALLOCATION TO IMBC FIDUCIARY	.00
7	ALLOCATION TO LOCAL TRANSPORTATION FUND	124,926.82
8	ALLOCATION TO BOND AND TRUST FUND	68,551.15
9	ALLOCATION TO TRAFFIC SAFETY	8,141.29
10	ALLOCATION TO TUT MEASURE A	1,188,343.50
11	ALLOCATION TO ASSET FORFEITURE	5,782.62
12	ALLOCATION TO SUNRISE MHP	432,791.56
13	ALLOCATION TO GENERAL FIXED ASSETS	.00
15	ALLOCATION TO WATER IMPROVEMENT	.00
18	ALLOCATION TO FUND 018	.00
19	ALLOCATION TO STREETS-SIDEWALK IMPROVEMENT	1,691,471.35
21	ALLOCATION TO CANINE DONATION	8,012.54
22	ALLOCATION TO HEAVY EQUIPMENT REPLACEMENT	160,187.88
23	ALLOCATION TO PROPERTY/HOUSING DEVELOPMENT	64,856.63
24	ALLOCATION TO BAWA	72,096.15
25	ALLOCATION TO WAYFINDING & SIGNAGE PROJECT	.00
26	ALLOCATION TO PLHA FUND	221,548.43
29	ALLOCATION TO FUND 029	.00
33	ALLOCATION TO C.O.P.S.	217,551.09
37	ALLOCATION TO HOME FUNDS/WILLOW ST	128,632.26
54	ALLOCATION TO STIP E. LINE ST. BRIDGE REPL.	244,798.58
55	ALLOCATION TO S WARREN ST. IMPROVEMENT	.00
57	ALLOCATION TO SEIBU TO SCHL BIKE PATH	.00
58	ALLOCATION TO PINE TO PARK/STIP	.00
59	ALLOCATION TO WEST JAY STREET	.00
60	ALLOCATION TO STIP-SPRUCE/YANEY/HANBY	.00
61	ALLOCATION TO E. LINE ST. IMPROVEMENTS	.00
62	ALLOCATION TO PLAYGROUND EQUIPMENT PROJECT	.00
70	ALLOCATION TO HOME OWNER ASSIST PRGM	128,100.00

CITY OF BISHOP
COMBINED CASH
DECEMBER 31, 2025

71 ALLOCATION TO SILVER PEAK/IMACA	.00
72 ALLOCATION TO VALLEY APTS/13 CDBG 8972	18,121.48
TOTAL ALLOCATIONS TO OTHER FUNDS	23,153,410.28
ALLOCATION FROM COMBINED CASH FUND - 999-000-10100	(23,153,410.28)
ZERO PROOF IF ALLOCATIONS BALANCE	.00

DECEMBER 2025

INVESTMENT PORTFOLIO

REPORT



INVESTMENT ACCOUNTS

LAIF

STATEMENT PERIOD: DECEMBER 2025

ENDING BALANCE: \$914,723.81

AVERAGE MONTHLY YIELD: 4.025%

CALIFORNIA CLASS

STATEMENT PERIOD: DECEMBER 2025

ENDING BALANCE: \$20,651,972.94

AVERAGE MONTHLY YIELD: 3.877%

COMBINED CITY OF BISHOP INVESTMENTS

STATEMENT PERIOD: DECEMBER 2025

ENDING BALANCE: \$21,566,696.75

AVERAGE MONTHLY YIELD: 3.883%

California State Treasurer
Fiona Ma, CPA



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

February 05, 2026

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

CITY OF BISHOP

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

[Tran Type Definitions](#)

Account Number: 98-14-086

December 2025 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	914,723.81
Total Withdrawal:	0.00	Ending Balance:	914,723.81



PMIA/LAIF Performance Report as of 01/21/26



Quarterly Performance Quarter Ended 12/31/25

LAIF Apportionment Rate ⁽²⁾ :	4.20
LAIF Earnings Ratio ⁽²⁾ :	0.00011512010685708
LAIF Administrative Cost ^{(1)*} :	0.27
LAIF Fair Value Factor ⁽¹⁾ :	1.002181483
PMIA Daily ⁽¹⁾ :	3.97
PMIA Quarter to Date ⁽¹⁾ :	4.09
PMIA Average Life ⁽¹⁾ :	244

PMIA Average Monthly Effective Yields⁽¹⁾

December	4.025
November	4.096
October	4.150
September	4.212
August	4.251
July	4.258

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 12/31/25 \$162.6 billion

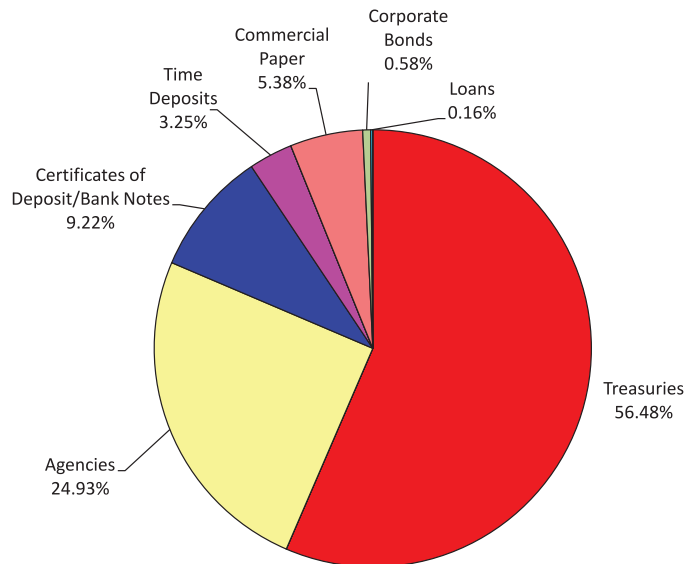


Chart does not include \$910,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

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

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) .

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

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



CALIFORNIA STATE TREASURER
FIONA MA, CPA



PMIA Daily Effective Yield

Date	Daily	Quarter to Date	Average Maturity
01/29/26	3.91	3.93	241
01/28/26	3.91	3.94	242
01/27/26	3.91	3.94	241
01/26/26	3.91	3.94	241
01/25/26	3.91	3.94	242
01/24/26	3.91	3.94	242
01/23/26	3.91	3.94	242
01/22/26	3.92	3.94	241
01/21/26	3.92	3.94	240
01/20/26	3.92	3.95	242
01/19/26	3.92	3.95	244
01/18/26	3.92	3.95	245
01/17/26	3.92	3.95	246
01/16/26	3.92	3.95	247
01/15/26	3.93	3.95	243
01/14/26	3.94	3.96	241
01/13/26	3.94	3.96	241
01/12/26	3.95	3.96	237
01/11/26	3.95	3.96	240
01/10/26	3.95	3.96	240
01/09/26	3.95	3.96	240
01/08/26	3.95	3.96	238
01/07/26	3.96	3.97	239
01/06/26	3.96	3.97	240
01/05/26	3.96	3.97	243
01/04/26	3.97	3.97	246
01/03/26	3.97	3.97	246
01/02/26	3.97	3.97	246
01/01/26	3.97	3.97	244
12/31/25	3.97	4.09	244
12/30/25	3.98	4.09	244
12/29/25	3.99	4.09	244
12/28/25	3.99	4.09	244
12/27/25	3.99	4.10	245
12/26/25	3.99	4.10	246
12/25/25	4.00	4.10	247
12/24/25	4.00	4.10	248



CALIFORNIA STATE TREASURER
FIONA MA, CPA



PMIA Daily Effective Yield

Date	Daily	Quarter to Date	Average Maturity
12/23/25	4.00	4.10	250
12/22/25	4.01	4.10	250
12/21/25	4.01	4.10	251
12/20/25	4.01	4.10	252
12/19/25	4.01	4.11	253
12/18/25	4.01	4.11	256
12/17/25	4.02	4.11	255
12/16/25	4.02	4.11	257
12/15/25	4.03	4.11	254
12/14/25	4.03	4.11	253
12/13/25	4.03	4.11	253
12/12/25	4.03	4.11	253
12/11/25	4.04	4.12	255
12/10/25	4.05	4.12	250
12/09/25	4.06	4.12	252
12/08/25	4.06	4.12	252
12/07/25	4.07	4.12	252
12/06/25	4.07	4.12	252
12/05/25	4.07	4.12	252
12/04/25	4.07	4.12	251
12/03/25	4.07	4.12	250
12/02/25	4.07	4.12	252
12/01/25	4.08	4.12	251



Summary Statement

December 31, 2025

Page 1 of 3

Investor ID: CA-01-0180

0000:70-00007:8 PDF: 878745

City of Bishop
377 W Line Street
Bishop, CA 93514

California CLASS

California CLASS		Average Monthly Yield: 3.8767%						
		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
CA-01-0180-0001	City of Bishop	20,584,196.67	0.00	0.00	67,776.27	864,237.66	20,586,383.00	20,651,972.94
TOTAL		20,584,196.67	0.00	0.00	67,776.27	864,237.66	20,586,383.00	20,651,972.94



City of Bishop

Account Summary

Average Monthly Yield: 3.8767%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
California CLASS	20,584,196.67	0.00	0.00	67,776.27	864,237.66	20,586,383.00	20,651,972.94

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
12/01/2025	Beginning Balance			20,584,196.67	
12/31/2025	Income Dividend Reinvestment	67,776.27			
12/31/2025	Ending Balance			20,651,972.94	

California CLASS

California CLASS

Date	Dividend Rate	Daily Yield
12/01/2025	0.000111607	4.0703%
12/02/2025	0.000111341	4.0640%
12/03/2025	0.000109861	4.0099%
12/04/2025	0.000108995	3.9783%
12/05/2025	0.000326559	3.9731%
12/06/2025	0.000000000	3.9731%
12/07/2025	0.000000000	3.9731%
12/08/2025	0.000109137	3.9835%
12/09/2025	0.000108986	3.9780%
12/10/2025	0.000108590	3.9636%
12/11/2025	0.000106753	3.8965%
12/12/2025	0.000313020	3.8084%
12/13/2025	0.000000000	3.8084%
12/14/2025	0.000000000	3.8084%
12/15/2025	0.000104665	3.8203%
12/16/2025	0.000104605	3.8181%
12/17/2025	0.000103916	3.7929%
12/18/2025	0.000104064	3.7983%
12/19/2025	0.000312213	3.7986%
12/20/2025	0.000000000	3.7986%
12/21/2025	0.000000000	3.7986%
12/22/2025	0.000104458	3.8127%
12/23/2025	0.000104475	3.8134%
12/24/2025	0.000208438	3.8040%
12/25/2025	0.000000000	3.8040%
12/26/2025	0.000314034	3.8208%
12/27/2025	0.000000000	3.8208%
12/28/2025	0.000000000	3.8208%
12/29/2025	0.000105620	3.8551%
12/30/2025	0.000105603	3.8545%
12/31/2025	0.000105696	3.8579%

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

DECEMBER 2025

WARRANT REGISTER REPORT



TO: CITY COUNCIL/CITY ADMINISTRATOR

FROM: FINANCE DIRECTOR

DATE: FEBRUARY 5, 2026

**SUBJECT: APPROVAL OF WARRANT REGISTER FOR THE MONTH OF
DECEMBER 2025**

COMMERCIAL WARRANTS

CHECK #14839-14945,14965-15030

AMOUNT ISSUED: \$310,409.48

MANUAL CHECKS & PAYROLL WARRANTS

AMOUNT ISSUED: \$661,227.20

TOTAL

AMOUNT ISSUED: \$971,636.68

Journal	Payee or Description	Date	Check Number	Amount
CD	CALPERS RETIREE MEDICAL & ADJ - NOV BIL, DEC PREMIUM	12/31/2025	1	58,741.16
CD	CALPERS EPMC & ADJ - 10/27/25 TO 11/09/25	12/31/2025	2	68.70-
CD	CALPERS EPMC & ADJ - 11/10/25 TO 11/23/25	12/31/2025	3	444.83
CD	CALPERS EPMC & ADJ - 11/24/25 TO 12/07/25	12/31/2025	4	1,230.36
CD	Chargeback on Woodbury November Utility Payment	12/31/2025	5	281.25
CD	Pilot Thomas Inv. 362532, 362447, 362530, 362531	12/31/2025	6	6,648.70
CD	Gonzalez B of A Credit Card payment December 2025	12/31/2025	7	1,638.80
CD	Dishion B of A Credit Card payment December 2025	12/31/2025	8	40.00
CD	Gomez B of A Credit Card payment December 2025	12/31/2025	9	936.54
CD	Foster B of A Credit Card payment December 2025	12/31/2025	10	4,338.90
CD	Ellsworth B of A Credit Card payment December 2025	12/31/2025	11	4,844.85
CD	Chargeback Acct. 1048.00 Stop Payment	12/31/2025	12	585.00
CD	CALPERS Retiree Medical & Adj - December Bill, January Premi	12/31/2025	13	69,912.84
CD	Grisham B of A Credit Card Payment 12/25	12/31/2025	14	2,331.94
CD	McElroy B of A Credit Card Payment 12/25	12/31/2025	15	127.36
CD	Gamino B of A Credit Card Payment Dec 2025	12/31/2025	16	499.28
CD	Reynolds B of A Credit Card Payment Dec 2025	12/31/2025	17	979.51
CD	Poole B of A Credit Card Payment Dec 2025	12/31/2025	18	3,003.85
CD	Milici B of A Credit Card Payment Dec 2025	12/31/2025	19	1,701.92
CD	Russell B of A Credit Card Payment Dec 2025	12/31/2025	20	2,055.69
CD	Chase Paymentech November 2025	12/31/2025	21	560.45
CD	Chase Paymentech November 2025	12/31/2025	22	664.39
CD	Xpress Billpay Fee November 2025	12/31/2025	23	679.46
CD	Bamboo HR Dec 25-Jan 26	12/31/2025	24	1,897.59
CD	12/25 Contribution to 415M PARS for Dishion	12/31/2025	25	1,000.00
CD	Enterprise December Lease Payment	12/31/2025	26	10,491.01
CDA	ADAM MARCELLIN	12/04/2025	14839	322.52
CDA	ALPINE PAINT OF BISHOP	12/04/2025	14840	229.52
CDA	BRITT'S DIESEL & AUTOMOTIVE	12/04/2025	14841	3,763.78
CDA	DEPT OF MOTOR VEHICLE	12/04/2025	14842	32.00
CDA	DEPT OF WATER AND POWER	12/04/2025	14843	9,435.41
CDA	FRONTIER	12/04/2025	14844	209.53
CDA	Haaker Equipment Company	12/04/2025	14845	5,851.81
CDA	HECTOR MARTINEZ	12/04/2025	14846	300.00
CDA	HIGH COUNTRY LUMBER	12/04/2025	14847	977.31
CDA	INYO COUNTY RECYCLING & WASTE MANAGEMENT	12/04/2025	14848	1,266.00
CDA	ioPredict, Inc	12/04/2025	14849	126.00
CDA	KARLA JIMENEZ	12/04/2025	14850	425.50
CDA	Kiley & Associates LLC	12/04/2025	14851	2,000.00
CDA	KIMBALL MIDWEST	12/04/2025	14852	286.27
CDA	Laurel McElroy	12/04/2025	14853	804.90
CDA	Lechowicz & Tseng Municipal Consultants	12/04/2025	14854	1,950.00
CDA	PENGUIN MANAGEMENT, INC.	12/04/2025	14855	942.00
CDA	PREFERRED SEPTIC	12/04/2025	14856	3,287.72
CDA	QUADIENT FINANCE USA, INC	12/04/2025	14857	2,197.22
CDA	QUILL CORP	12/04/2025	14858	99.98
CDA	SOUTHERN CALIFORNIA EDISON	12/04/2025	14859	6,349.40
CDA	STATE WATER RESOURCES	12/04/2025	14860	.00
CDA	STATE WATER RESOURCES CONTROL BOARD	12/04/2025	14861	38,151.00
CDA	STEVE'S AUTO & TRUCK PART	12/04/2025	14862	333.45
CDA	UNDERGROUND SERVICE ALERT	12/04/2025	14863	34.00
CDA	VERIZON BUSINESS	12/04/2025	14864	190.91
CDA	VFW POST 8988	12/04/2025	14865	200.00
CDA	VFW POST 8988	12/04/2025	14866	500.00
CDA	WESTERN NEVADA SUPPLY CO.	12/04/2025	14867	5,927.57
CDA	White Mountain Medical Training	12/04/2025	14868	540.00
CDP	BOLING, WARREN J	12/12/2025	14869	81.26
CDP	UNDERHILL, CHERYL L.	12/12/2025	14870	63.94

Journal	Payee or Description	Date	Check Number	Amount
CDP	SANTANA, FRANCISCO	12/12/2025	14871	1,263.72
CDP	GRISHAM, AMANDA R	12/12/2025	14872	2,271.62
CDP	REYNOLDS, JIM	12/12/2025	14873	2,918.93
CDP	JACKSON, THOMAS E.	12/12/2025	14874	761.18
CDP	POOL, PRESTON	12/12/2025	14875	256.21
CDP	ENNIS, JERRY	12/12/2025	14876	1,026.19
CDP	ENNIS, KAREN	12/12/2025	14877	939.04
CDP	DERR, LEVI	12/12/2025	14878	474.45
CDP	RUSSELL, BRET	12/12/2025	14879	3,825.87
CDP	DONDERO, JESIAH	12/12/2025	14880	474.45
CDP	BANK, LOU	12/12/2025	14881	345.35
CDP	CORTES, GETHSEMANIE	12/12/2025	14882	72.61
CDP	HERNANDEZ, JOCELYN	12/12/2025	14883	76.88
CDA	ADAM MARCELLIN	12/11/2025	14884	322.50
CDA	Amigos Mexican Restaurant	12/11/2025	14885	473.06
CDA	BISHOP ELKS LODGE	12/11/2025	14886	75.00
CDA	BISHOP PAIUTE TRIBAL	12/11/2025	14887	24.00
CDA	CARMICHAEL BUSINESS TECH.	12/11/2025	14888	130.00
CDA	Cindy Perez	12/11/2025	14889	50.00
CDA	Comcast Business	12/11/2025	14890	776.72
CDA	DEPT OF WATER AND POWER	12/11/2025	14891	2,029.33
CDA	Dewey Services Inc	12/11/2025	14892	112.00
CDA	FEDEX	12/11/2025	14893	49.60
CDA	FRONTIER	12/11/2025	14894	998.64
CDA	GRAINGER	12/11/2025	14895	154.31
CDA	Guardian Alliance Technologies, Inc	12/11/2025	14896	250.00
CDA	Inyo Register	12/11/2025	14897	235.90
CDA	L.N Curtis & Sons	12/11/2025	14898	194.66
CDA	LEHR AUTO ELECTRIC	12/11/2025	14899	1,111.00
CDA	MISSION LINEN & UNIFORM	12/11/2025	14900	125.60
CDA	MR. K. AUTOMOTIVE SERVICE INC.	12/11/2025	14901	906.71
CDA	MSA-DENTAL POOL	12/11/2025	14902	339.04
CDA	OPTIMUM	12/11/2025	14903	1,142.01
CDA	PTS	12/11/2025	14904	85.00
CDA	QUALCON CONTRACTORS, INC	12/11/2025	14905	250.00
CDA	QUILL CORP	12/11/2025	14906	19.62
CDA	RAMONS AUTO DETAIL	12/11/2025	14907	850.00
CDA	SILVER STATE INTERNATIONAL	12/11/2025	14908	1,348.09
CDA	SOUTHERN CALIFORNIA EDISON	12/11/2025	14909	3,197.46
CDA	STATE WATER RESOURCES CONTROL BOARD	12/11/2025	14910	4,928.96
CDA	USC Foundation Office	12/11/2025	14911	120.00
CDA	VERIZON BUSINESS	12/11/2025	14912	133.45
CDA	VERIZON WIRELESS	12/11/2025	14913	676.68
CDA	VISION SERVICE PLAN	12/11/2025	14914	22.13
CDA	ZUMAR INDUSTRIES, INC.	12/11/2025	14915	3,343.97
CDPT	AMERICAN FIDELITY	12/12/2025	14916	284.66
CDPT	US BANK TRUST WESTERN REGION	12/12/2025	14917	1,097.23
CDA	ALEX PRINTING	12/18/2025	14918	475.76
CDA	ALPINE PAINT OF BISHOP	12/18/2025	14919	19.68
CDA	AT&T Mobility LLC	12/18/2025	14920	927.90
CDA	Barco Products LLC	12/18/2025	14921	2,245.50
CDA	BLUE360 MEDIA, LLC	12/18/2025	14922	500.57
CDA	BRIAN HOHENSTEIN	12/18/2025	14923	150.50
CDA	BROWN'S SUPPLY	12/18/2025	14924	56.57
CDA	BSK ASSOCIATES	12/18/2025	14925	1,221.99
CDA	CANON FINANCIAL SERVICES	12/18/2025	14926	1,470.20
CDA	DEPT OF JUSTICE	12/18/2025	14927	1,042.00
CDA	FEDEX	12/18/2025	14928	91.96

Journal	Payee or Description	Date	Check Number	Amount
CDA	HELIX ENVIRONMENTAL PLANNING, INC	12/18/2025	14929	3,486.25
CDA	HUNT PROPANE, INC.	12/18/2025	14930	3,227.74
CDA	Inyo Register	12/18/2025	14931	109.00
CDA	Jones Mayer	12/18/2025	14932	9,231.44
CDA	LIEBERT CASSIDY WHITMORE	12/18/2025	14933	1,261.00
CDA	LUMOS AND ASSOCIATES, INC.	12/18/2025	14934	236.50
CDA	NORTHERN INYO HEALTHCARE DISTRICT	12/18/2025	14935	608.00
CDA	PEREZ QUALITY TIRES	12/18/2025	14936	75.00
CDA	PETTY CASH - PARKS DEPT.	12/18/2025	14937	510.92
CDA	PINTAIL IMAGING	12/18/2025	14938	27.19
CDA	PLAYHOUSE 395	12/18/2025	14939	5,000.00
CDA	SYMBOL ARTS	12/18/2025	14940	854.25
CDA	Terraverde Energy LLC	12/18/2025	14941	2,720.00
CDA	UTILITY RESOURCE INSURANCE SERVICES	12/18/2025	14942	1,083.39
CDA	WESTERN NEVADA SUPPLY CO.	12/18/2025	14943	824.40
CDA	Wood Rodgers Inc	12/18/2025	14944	4,347.50
CDP	UNDERHILL, CHERYL L.	12/24/2025	14945	63.94
CDP	SANTANA, FRANCISCO	12/24/2025	14965	1,521.15
CDP	FOREHAND, JASON A	12/24/2025	14966	138.52
CDP	GRISHAM, AMANDA R	12/24/2025	14967	2,345.58
CDP	REYNOLDS, JIM	12/24/2025	14968	2,909.64
CDP	JACKSON, THOMAS E.	12/24/2025	14969	761.18
CDP	POOL, PRESTON	12/24/2025	14970	322.62
CDP	MADERA, JOCELYN	12/24/2025	14971	313.14
CDP	ENNIS, JERRY	12/24/2025	14972	1,099.34
CDP	ENNIS, KAREN	12/24/2025	14973	1,054.92
CDP	DERR, LEVI	12/24/2025	14974	398.53
CDP	RUSSELL, BRET	12/24/2025	14975	3,825.87
CDP	MONDRAGON, DONOVAN	12/24/2025	14976	64.07
CDP	RAGER, ARIANA	12/24/2025	14977	140.96
CDP	DONDERO, JESIAH	12/24/2025	14978	75.91
CDP	DOUDA, ELLIOT	12/24/2025	14979	75.91
CDP	BANK, LOU	12/24/2025	14980	530.81
CDP	TRUELSEN, ALYSSA	12/24/2025	14981	316.25
CDP	CORTES, GETHSEMANIE	12/24/2025	14982	140.96
CDP	HERNANDEZ, JOCELYN	12/24/2025	14983	162.30
CDP	LEESON, CHRISTOPHER	12/24/2025	14984	484.97
CDA	BISHOP LOCKSMITH	12/26/2025	14985	341.00
CDA	CALIFORNIA BROADBAND	12/26/2025	14986	715.05
CDA	COMMUNITY PRINTING	12/26/2025	14987	396.94
CDA	DEPT OF WATER AND POWER	12/26/2025	14988	7,348.09
CDA	FEDEX	12/26/2025	14989	31.31
CDA	FRONTIER	12/26/2025	14990	657.39
CDA	HELIX ENVIRONMENTAL PLANNING, INC	12/26/2025	14991	2,327.50
CDA	HUNT PROPANE, INC.	12/26/2025	14992	4,827.57
CDA	INYO COUNTY ADMINISTRATION	12/26/2025	14993	18,791.73
CDA	Inyo Register	12/26/2025	14994	109.00
CDA	L.N Curtis & Sons	12/26/2025	14995	3,144.86
CDA	LARRY BAIN, CPA	12/26/2025	14996	3,000.00
CDA	MARY VALENTI, Ph.D.	12/26/2025	14997	500.00
CDA	MISSION LINEN & UNIFORM	12/26/2025	14998	177.99
CDA	OPTIMUM	12/26/2025	14999	312.18
CDA	PARS PHASE II SYSTEMS	12/26/2025	15000	1,621.30
CDA	RAMONS AUTO DETAIL	12/26/2025	15001	500.00
CDA	SOUTHERN CALIFORNIA EDISON	12/26/2025	15002	3,178.62
CDA	Valley Health Team, Inc	12/26/2025	15003	29.00
CDA	VERIZON WIRELESS	12/26/2025	15004	114.03
CDA	WESTERN NEVADA SUPPLY CO.	12/26/2025	15005	306.70

Journal	Payee or Description	Date	Check Number	Amount
CDA	Willdan Engineering	12/26/2025	15006	3,908.75
CDPT	AMERICAN FIDELITY	12/29/2025	15007	284.66
CDPT	AMERICAN FIDELITY	12/29/2025	15008	2,621.98
CDPT	BPOA	12/29/2025	15009	1,680.00
CDPT	COBEA	12/29/2025	15010	55.50
CDPT	MSA-DENTAL POOL	12/29/2025	15011	5,975.92
CDPT	TEXAS LIFE INSURANCE COMPANY	12/29/2025	15012	551.55
CDPT	THE HARTFORD	12/29/2025	15013	1,871.29
CDPT	U.S Bank PARS Account #: 6746050100	12/29/2025	15014	30,993.63
CDPT	US BANK TRUST WESTERN REGION	12/29/2025	15015	9,694.24
CDPT	US BANK TRUST WESTERN REGION	12/29/2025	15016	1,502.47
CDPT	VISION SERVICE PLAN	12/29/2025	15017	536.82
CDA	AMY LEIST PHOTOGRAPHY	12/31/2025	15018	380.00
CDA	BSK ASSOCIATES	12/31/2025	15019	1,106.63
CDA	CARMICHAEL BUSINESS TECH.	12/31/2025	15020	2,601.16
CDA	CASELLE, INC.	12/31/2025	15021	2,301.00
CDA	COMMUNITY PRINTING	12/31/2025	15022	43.50
CDA	DEPT OF WATER AND POWER	12/31/2025	15023	500.00
CDA	Flock Safety	12/31/2025	15024	6,500.00
CDA	FRONTIER	12/31/2025	15025	116.94
CDA	Inductive Automation	12/31/2025	15026	1,864.00
CDA	INYO COUNTY ENVIRONMENTAL	12/31/2025	15027	206.00
CDA	Inyo Register	12/31/2025	15028	90.05
CDA	Joseph and Courtney Jacobsen	12/31/2025	15029	75.00
CDA	QUILL CORP	12/31/2025	15030	523.52
CDP	DIRECT DEPOSIT TOTAL	12/12/2025	92201	112,638.56
CDP	DIRECT DEPOSIT TOTAL	12/24/2025	92202	118,487.10
CDPT	EMPLOYMENT DEV. DEPT.	12/12/2025	121225200	6,395.00
CDPT	GREAT-WEST LIFE & ANNUITY	12/12/2025	121225201	3,985.46
CDPT	IRS	12/12/2025	121225202	20,610.93
CDPT	PERS	12/12/2025	121225203	35,589.55
CDPT	PERS DEFERRED COMP	12/12/2025	121225204	1,817.05
CDPT	CALPERS MEDICAL	12/29/2025	122625200	115,095.56
CDPT	EMPLOYMENT DEV. DEPT.	12/29/2025	122625201	6,954.00
CDPT	GREAT-WEST LIFE & ANNUITY	12/29/2025	122625202	3,985.46
CDPT	IRS	12/29/2025	122625203	22,455.36
CDPT	PERS	12/29/2025	122625204	35,615.62
CDPT	PERS DEFERRED COMP	12/29/2025	122625205	2,030.57
Grand Totals:				<u>971,636.68</u>



Agenda Item: 9.C
Date of Meeting: February 23, 2026
Department: Finance

STAFF REPORT

To: City Council
From: Ethan Aukee
Subject: **Approval of Amendment No. 1 to Contract No. 25-PW-01 with Lechowicz & Tseng Municipal Consultants for the 2025 Water and Sewer Rate Study, Increasing the Not-to-Exceed Amount**
Prepared On: February 5, 2026
Attachments: 25-PW-01 L&T Municipal Consultants Agreement
25-PW-01 L&T Municipal Consultants Amendment No. 1

Background/History:

The City is a party to a current agreement with Lechowicz & Tseng Municipal Consultants for the professional service of conducting a rate study for the City's water and sewer utilities. A budget adjustment is needed due to additional in-person meetings being required throughout the rate study process.

Analysis/Discussion:

The original not-to-exceed amount totaled \$58,600.00. The proposed budget increase totals \$4,296.00, and if approved, would result in an updated not-to-exceed amount of \$62,896.00.

Impacts to Council Goals and Strategic Planning Priorities:

Not applicable.

Budget Impacts:

The total increased spending of \$4,296.00 would be split evenly between the sewer and water funds. The budget adjustment to increase spending authority is as follows:

002-051-52015 \$2,148.00

004-050-52015 \$2,148.00

Legal Review:

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

Recommended Action:

Approve Amendment No. 1 to Contract No. 25-PW-01 with Lechowicz & Tseng Municipal Consultants, increasing the City budget and not-to-exceed contract amount by \$4,296.00, for a revised total not-to-exceed amount of \$62,896.00, and authorize the Purchasing Agent to execute the amendment.

Approved By: Ethan Aukee 2/10/2026

Approved By: Robin Picken 2/10/2026

Approved By: Pam Foster 2/18/2026

Approved By:



CITY OF BISHOP

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

2025 WATER & SEWER RATE STUDY PROFESSIONAL SERVICE AGREEMENT

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

I. TERM

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

II. SERVICES

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

III. PERFORMANCE

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

IV. AGENCY REPRESENTATIVE

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

V. PAYMENT

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

VI. TERMINATION OF AGREEMENT

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

VII. DEFAULT

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

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

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

VIII. OWNERSHIP OF DOCUMENTS

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

IX. INDEMNIFICATION AND DEFENSE

A. Indemnification

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

B. Duty to defend

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

X. INSURANCE

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

XI. INDEPENDENT CONTRACTOR

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

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

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

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE

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

XIV. NO BENEFIT TO ARISE TO AGENCY EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without Agency's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Public Works Director or unless requested by the Agency, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the Agency. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Agency notice of such court order or subpoena.
- B. Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Agency, unless the Agency is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the Agency of such Discovery. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless Agency is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to Discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

XVI. NOTICES

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

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

To Consultant: Lechowicz & Tseng Municipal Consultants
 909 Marina Village Parkway #135
 Alameda, CA 94501

XVII. ASSIGNMENT

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

XVIII. LICENSES

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

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

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

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

XXI. SEVERABILITY

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

XXII. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

Lechowicz & Tseng Municipal Consultants
A limited liability company

By: _____
Alison Lechowicz, Principal

CITY OF BISHOP
A Municipal Corporation

By: _____
Karen Kong, Mayor

ATTEST:

By: _____
Robin Picken, Agency Clerk

APPROVED AS TO FORM:

By: _____
Dean Pucci, City Attorney

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

EXHIBIT A

TASKS TO BE PERFORMED

STRATEGY AND IMPLEMENTATION PLAN

SCOPE OF WORK

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



Task 1:
Data Gathering



Task 2:
Financial Plan



Task 3:
Cost Allocation



Task 4:
Rate Design



Task 5:
Report



Task 6:
Meetings &
Presentations



Task 7:
Prop 218
Assistance

Task 1 – Project Kickoff and Data Gathering

Kickoff Meeting

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

Data Gathering

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

Task 2 – Financial Plan

Annual Revenue Requirements

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

Review Reserve Fund Targets

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

Evaluate Debt Service Coverage

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



Review Capital Improvement Needs

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

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

Cash Flow Projections

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

Sensitivity Analysis

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

Task 3 – Cost Allocation

Evaluate Customer Billing Data

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

Functionalize Costs

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

Allocation to Customer Classes

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

Task 4 – Rate Design

Assess Current Rate Structure and Customer Classifications

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

Rate Alternatives

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

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

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

Survey of Local Rates

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



Bill Impacts

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

Finalize Recommendations

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

Review and Update Other Service Charges

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

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

Task 5 – Draft & Final Reports

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



Task 6 – Meetings & Presentations

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

Task 7 – Proposition 218 Assistance

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

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

EXHIBIT B
PAYMENT SCHEDULE

FEE PROPOSAL

NOT TO EXCEED FEE

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

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

BILLING RATE SCHEDULE 2025/2026

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

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D
REQUEST FOR PROPOSAL

City of Bishop, California

Request for Proposals (RFP) Water and Sewer Rate Study



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

Late Proposals will not be accepted

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

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

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

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

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

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

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

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

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

Table of Contents

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

1.0 INTRODUCTION

1.1 PROJECT DESCRIPTION AND OBJECTIVES

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

1.2 BACKGROUND INFORMATION

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

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

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

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

2.0 RATE STUDY SERVICES

2.1 SCOPE OF SERVICES

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

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

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

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

2.2 SUMMARY REPORT AND PROJECT DOCUMENTATION

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

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

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

2.3 PROPOSITION 218 AND MEETINGS

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

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

3.0 PROPOSAL SUBMISSION

3.1 RFP TIME SCHEDULE

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

3.2 NUMBER OF COPIES AND DELIVERY

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

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

“City of Bishop Water and Sewer Rate Study”

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

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

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

3.3 FORMAT AND CONTENT

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

A. Cover letter

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

B. Qualifications of Firm/Project Team

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

C. References

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

D. Strategy and Implementation Plan

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

E. Proposed quality assurance program (QA/QC)

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

F. Fee Proposal

The Fee Schedule shall be broken down as follows:

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

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

3.4 PROPOSAL EVALUATION

Proposals will be evaluated based on the following criteria:

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

3.5 FINAL EVALUATION – PRESENTATION

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

3.6 NEGOTIATIONS

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

3.7 PROPOSER RESPONSIBILITIES

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

4.0 INITIATION/KICK OFF MEETING

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

5.0 CITY BUSINESS LICENSE

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

6.0 PUBLIC RECORDS

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



CITY OF BISHOP

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

February 5, 2026

25-PW-01 L&T Municipal Consultants 2025 Water & Sewer Rate Study AMENDMENT #01

1. This is the first amendment to Contract No. 25-PW-01 between Lechowicz & Tseng Municipal Consultants and the City of Bishop executed May 1, 2025
2. The scope of work covered by this amendment is two additional in-person meetings and printing and mailing of the Prop 218 notices (see Attachment A)
3. The fee schedule covered by this amendment is included in Attachment A.
4. The not-to-exceed fee for the work covered by this amendment is **\$4,295.60** bringing the new total not-to-exceed amount for the contract to **\$62,896.00**.
5. The term of the contract has been extended to **March 31, 2026**.
6. All other terms and conditions of the Contract remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT to be executed the day and year of the last signature below.

CONTRACTOR'S NAME

Alison Lechowicz

Date

CITY OF BISHOP

Purchasing Agent

Date

Amendment I - Attachment A



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

January 29, 2026

Nora Gamino, Public Works Director
City of Bishop
377 West Line Street
Bishop, CA 93514

Dear Nora,

Lechowicz & Tseng Municipal Consultants (L&T) has enjoyed working with you and the City of Bishop on the Water and Sewer Rate Study. L&T's scope for the study included providing a financial plan, rate recommendations, draft and final report, attendance at two in-person meetings, and printing and mailing the Proposition 218 notice of public hearing. Based on our staff hours, travel expenses, and printing expenses, the budget for the rate study is nearly expended. We have provided more services than originally anticipated in our scope and budget. In the fall, City Council requested additional rate scenarios which we provided in a memorandum separate from other deliverables. L&T attended three in-person meetings on August 25, September 22, and December 8 – one more in-person meeting than was included in our project budget.

Through December 2025, budget remaining was \$4,493.11. On January 8, we completed printing and mailing of the Proposition 218 notice at a cost of \$2,288.88 (to be included in our upcoming January invoice). Accounting for printing costs, remaining budget through December is \$2,204.23. Remaining tasks for the rate study are listed below. To complete this work, L&T requests a budget amendment of \$4,295.77.

Remaining Tasks	Budget Estimate
January 2026 staff time to coordinate printing and mailing of the Proposition 218 notice, prepare the customer outreach presentation, and amend the final rate study report	\$1,500.00
February 4 – attend the customer outreach presentation in-person	\$2,500.00
February 23 – attend the Proposition 218 hearing in-person	\$2,500.00
Less remaining budget	<u>(\$2,204.23)</u>
Requested amendment	\$4,295.77

Regards,

LECHOWICZ & TSENG MUNICIPAL CONSULTANTS

A handwritten signature in purple ink, reading "Alison Lechowicz". The signature is fluid and cursive, with the first name "Alison" and last name "Lechowicz" clearly distinguishable.

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



Agenda Item: 9.D
Date of Meeting: February 23, 2026
Department: Planning

STAFF REPORT

To: City Council
From: Ana Budnyk
Subject: **Adoption of a Resolution Authorizing the City Administrator to Execute Affordable Housing and Sustainable Communities (AHSC) Program Documents for the Silver Peaks Project.**
Prepared On: February 18, 2026
Attachments: Silver_Peaks_City_Award_Resolution

Background/History:

The California Department of Housing and Community Development (HCD), in coordination with the Strategic Growth Council (SGC), awarded Affordable Housing and Sustainable Communities (AHSC) Program funding to support the Silver Peaks Project.

The City of Bishop is required to adopt a resolution authorizing execution of the AHSC Program documents in order to accept the award and participate in the program.

The AHSC Program provides funding for projects that reduce greenhouse gas emissions through integrated housing, transportation, and infrastructure investments.

The City of Bishop applied for AHSC funding for the Silver Peaks Project and received a conditional award letter dated December 10, 2025.

Analysis/Discussion:

As a condition of funding, HCD requires the City Council to adopt a resolution authorizing the City Administrator to:

- Accept the AHSC Program award
- Execute Standard Agreements (STD 213) and related documents
- Execute any amendments to the agreements
- Carry out program-related activities

The resolution also acknowledges that the City will comply with all program requirements, including those set forth in the AHSC Program NOFA and application materials.

Approval of the resolution is required to move forward with the funding agreement and

implementation of the project.

Impacts to Council Goals and Strategic Planning Priorities:

Objective 2.1 - Increase the inventory of affordable housing by actively supporting housing projects with partners in the service area.

Budget Impacts:

The AHSC Program provides up to **\$26,462,682** in funding for the Silver Peaks Project, including a Grant Award for sustainable transportation improvements: \$9,597,846.

Legal Review:

Recommended Action:

Adopt a resolution authorizing the City Administrator to execute all required AHSC Program documents and accept program funds for the Silver Peaks Project.

Approved By: Robin Picken 2/18/2026

Approved By: Pam Foster 2/18/2026

Approved By:

Approved By:

**RESOLUTION OF THE GOVERNING BODY OF
THE CITY OF BISHOP**

AFFORDABLE HOUSING & SUSTAINABLE COMMUNITIES PROGRAM

RESOLUTION NO.: _____

Silver Peaks

WHEREAS, the California Department of Housing and Community Development ("Department") and the Strategic Growth Council ("SGC") have issued an Affordable Housing & Sustainable Communities Program ("AHSC" or "AHSC Program") Notice of Funding Availability, dated March 25, 2025 ("AHSC Program NOFA"); and

WHEREAS, THE CITY OF BISHOP, a municipal corporation ("Public Entity"), applied to the Department in response to the NOFA (the "Application") and was determined to be an eligible Applicant; and based on the Application, the Department made an award of Program funds (the "Program Award") pursuant to the conditional award letter, dated December 10th, 2025, and

WHEREAS, Department and SGC have made a conditional commitment of AHSC Program funds to assist Silver Peaks (the "Project"), and such commitment was made to awardees pursuant to that certain conditional award letter, dated December 10th, 2025 (the "Award Letter") in the following amount(s):

AHSC Program Award Component	Amount Awarded
AHSC Program Loan Award	\$16,864,836
AHSC Program Grant Award	\$9,597,846
Total:	\$26,462,682

WHEREAS, the AHSC Program Loan Award and AHSC Program Grant Award expressly identified above will hereinafter jointly be referred to as the "AHSC Program Award."

NOW, THEREFORE, IT IS RESOLVED, that the Public Entity is hereby authorized and directed to act in connection with the Program Award.

RESOLVED FURTHER: Public Entity is hereby authorized and directed to accept and incur an obligation for the Program Award. That in connection with the AHSC Program

Award, the Public Entity is authorized and directed to enter into, execute, and deliver one or more STD 213, Standard Agreements for a sum not to exceed the full amount of the AHSC Program Award, and any and all other documents required or deemed necessary or appropriate to secure the AHSC Program Award from the Department and to participate in the AHSC Program, and all amendments thereto (collectively, the "Program Award Documents").

RESOLVED FURTHER: Public Entity acknowledges and agrees that it shall be subject to the terms and conditions specified in the STD 213, Standard Agreements, and that the Affordable Housing Sustainable Communities Program of 2024 NOFA and the Application will be incorporated by reference therein and made a part thereof. Public Entity also acknowledges and agrees that any and all activities, expenditures, information, and timelines represented and described in the Application are enforceable through the relevant STD 213, Standard Agreement(s). Public Entity also acknowledges and agrees that Program Award funds are to be expended only on the eligible uses and activities identified in the relevant STD 213, Standard Agreement(s).

RESOLVED FURTHER: That the City Administrator of the City of Bishop is hereby authorized to execute the Program Award Documents and all amendments on behalf of the Public Entity.

RESOLVED FURTHER, that this resolution shall take effect immediately upon its passage, and that any actions taken thus far in furtherance of the activities authorized by this resolution are hereby ratified.

CERTIFICATE OF THE CITY CLERK OF THE PUBLIC ENTITY

The undersigned, City Clerk of the Public Entity, does hereby attest and certify that the foregoing is a true, full, and correct copy of a resolution that was duly adopted by the Public Entity's governing body on February 23rd, 2026, and that the resolution has not been altered, amended, modified, repealed, rescinded, or annulled.

PASSED, APPROVED, AND ADOPTED this ___ day of February 2026

Stephen Muchovej, Mayor

ATTEST: _____

Robin Picken, City Clerk



Agenda Item: 10.A
Date of Meeting: February 23, 2026
Department: Public Works

STAFF REPORT

To: City Council
From: Nora Gamino
Subject: **Public Hearing and Adoption of Water and Sewer Rates (Proposition 218)**
Prepared On: February 13, 2026
Attachments: Prop 218 Hearing Presentation
Reso No. 2026-XX Adoption of Rates
Bishop Rate Study Report AMENDED FINAL 1.29.26

Background/History:

The City of Bishop provides water and sewer service to approximately 1,200 connections. The City's Water and Sewer Funds are enterprise funds supported by rate revenues and do not receive tax revenues. The City last adopted comprehensive water and sewer rates in 2019 pursuant to Proposition 218.

In 2025, the City initiated a new water and sewer rate study to evaluate the cost of service, update rate structures, and establish a sustainable five-year rate plan. As part of this effort, the City Council adopted updated Water and Sewer Capital Improvement Plans on October 27, 2025, and staff reduced the near-term water capital program to moderate rate impacts while maintaining essential reinvestment in the system.

The City's consultant completed the Water and Sewer Rate Study (Amended Final, January 29, 2026), which recommends new rate structures and five years of rates beginning July 1, 2026. On December 8, 2025, the City Council selected the preferred rate design options (Water Option B and Sewer Option A) and directed staff to proceed with the Proposition 218 process.

In accordance with Proposition 218, the City mailed notices of the proposed rate adjustments to all affected property owners and ratepayers on January 7, 2026. The notice set a public hearing for February 23, 2026, and also advertised an informational community meeting, which was held on February 4, 2026, to present the proposal and answer questions.

Analysis/Discussion:

Proposition 218 requires that water and sewer rates be adopted following a noticed public hearing and that the proposed rates be subject to majority protest. At the hearing, any written

protests submitted by affected property owners or ratepayers must be received and tabulated. If written protests are submitted by a majority of affected parcels, the City may not adopt the proposed rates. If a majority protest is not received, the City Council may proceed with adoption.

The proposed rates are based on the City's updated cost of service analysis and five-year capital and operating funding needs, as documented in the amended final rate study. The new rate structures simplify and modernize customer classifications and are designed to recover only the proportional cost of providing service, consistent with Proposition 218 requirements.

The proposed rate schedule would take effect July 1, 2026, with annual adjustments through July 1, 2030. Adoption of the rates will provide stable funding for operations, maintenance, reserves, and planned capital improvements, including near-term water system improvements and ongoing sewer system rehabilitation and planning for the future regional treatment facility.

Impacts to Council Goals and Strategic Planning Priorities:

This action directly supports Strategic Plan Mission 3 Sustainable Infrastructure, which specifically calls for completing a water and sewer rate study.

Budget Impacts:

Adoption of the proposed rates will affect future Water and Sewer Fund revenues beginning July 1, 2026. These revenues are reflected in the City's financial planning and are necessary to fund ongoing operations, capital improvements, and reserve requirements.

Legal Review:

The City Attorney has reviewed this item and the proposed resolution and finds that the recommended action complies with Proposition 218 and applicable law.

Recommended Action:

City Council consideration to conduct the Proposition 218 public hearing on the proposed water and sewer rates; receive and consider any written protests; and, if there is no majority protest, adopt the resolution establishing the new water and sewer rates effective July 1, 2026.

Approved By: Robin Picken 2/17/2026

Approved By: Pam Foster 2/18/2026

Approved By:

Approved By:

CITY OF BISHOP

Water and Sewer Rate Study Proposition 218 Hearing



February 23, 2026



LT MUNICIPAL
CONSULTANTS

Sophia Mills
Financial Analyst



Rate Study Background

- The last rate study was conducted in 2018. At that time, the water rate of \$37/month was reduced to \$30.90/month. It was gradually increased to the current rate of \$33/month.
- Customers are billed fixed monthly water and sewer rates based on industry standard estimates of water usage and sewer flows by parcel.
- The rate study was conducted according to the legal requirements of Proposition 218. Proposed rates are proportional to the service received by each parcel based on the best available data.
- Rate increases are needed to fund operating and maintenance expenses, debt service payments, and infrastructure improvements, and to maintain emergency reserves.



Rate Study Timeline

- August 25, 2025 - City Council received an introductory presentation with 3 preliminary water and sewer rate options and provided feedback
- September 22, 2025 - City Council received an updated presentation
- The project team further refined capital project cost and financing options based on direction from the Council
- December 8, 2025 - City Council received a final presentation of 3 water and sewer rate options and selected a preferred rate plan
- January 7, 2026 - notices of public hearing explaining the proposed rate plan were mailed to customers and property owners
- February 4, 2026 - conducted a community outreach meeting
- February 23, 2026 - Proposition 218 hearing to consider rate adoption



WATER FUND



Water Funding Needs

- The Water Fund is barely breaking even on operating costs such as staffing, electricity to pump water, regulatory compliance, engineering, and customer service.
- There are no rate revenues available under the current rates for infrastructure improvements. The City has identified about \$2.3 million in projects that must be funded from rates and new loans.
- To reduce rate impacts, the General Fund is loaning the Water Fund \$1.5 million for the West Line pipeline.
- The City is also pursuing grants for an additional \$9.1M of projects that are regulatory driven and good candidates for funding.
- By pursuing (and hopefully securing grants), the City is reducing cost for the ratepayers.



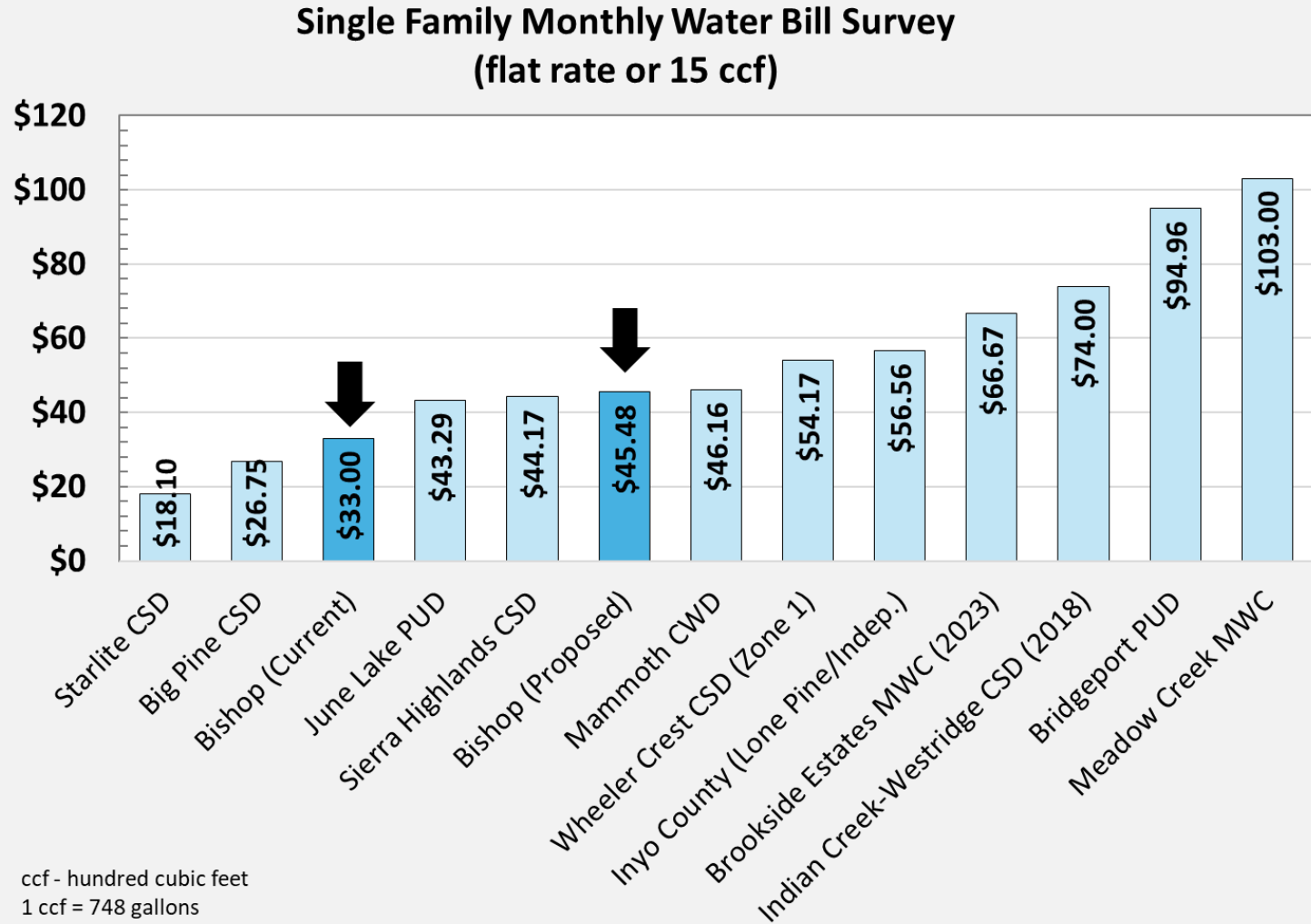
Proposed Residential Water Rates

Category	CURRENT MONTHLY BILL	Category	PROPOSED MONTHLY WATER BILL				
			Jul 1, 2026	Jul 1, 2027	Jul 1, 2028	Jul 1, 2029	Jul 1, 2030
			+38%	+20%	+15%	+9%	+9%
Single Family	\$33.00	Single Family	\$45.48	\$54.57	\$62.76	\$68.41	\$74.56
			Varies	+20%	+15%	+9%	+9%
MF Detached	\$24.75	Multiple Family (detached and attached are combined)	\$33.79	\$40.54	\$46.62	\$50.82	\$55.39
MF Attached	\$23.10						

MF – Multiple Family; Rates are billed per dwelling unit



Water Bill Survey





Commercial Water Rates

Current Category	Billing Unit	Current Rate
General Commercial	Toilet	\$31.35
Beauty or Barber Shop	Each	\$33.00
Church	Each	\$33.00
General Commercial	Toilet	\$31.35
Hall	Each	\$33.00
Restaurant	Seat	\$3.30
Restaurant (over 100 seats)	Seat	\$1.65
Restaurant Banquet Room	Each	\$33.00
Restaurant Outside	Seat	\$1.65
General Commercial (mortuary)	Toilet	\$31.35

Proposed Category	Proposed Rate (\$/1,000 sq ft)
Category A: Bank, gym, industrial, office, retail, storage, warehouse	\$15.59
Category B: Auto shop, beauty salon, bowling alley, church, coffee shop, frozen yogurt shop, general commercial, grocery store, medical office or veterinarian, meeting hall, mixed use, theater	\$22.74
Category C: Fast food, mortuary, restaurant	\$28.59

First year rate adjustment shown above. In future years, commercial rates will increase by the same % as residential rates.



Commercial Rates Continued

These customer categories are proposed to remain the same. First year rate adjustment shown below. In future years, commercial rates will increase by the same % as residential rates

Category	Billing Unit (same as current)	Current Rate	Proposed July 1, 2026 Rate	% Change
Brewery	1KBl/Yr	\$6.60	\$6.50	-2%
Car Wash	Stall	\$99.00	\$93.56	-5%
Fair Grounds	Each	\$165.00	\$236.50	43%
Gas Station	Island	\$13.20	\$16.89	28%
Hospital	Bed	\$11.55	\$11.69	1%
Hotel Room	Each	\$8.25	\$11.69	42%
Irrigation	Acre	\$9.90	\$220.90	2131%
Laundromat	Washer	\$23.10	\$18.19	-21%
School	Student	\$1.32	\$1.30	-2%
Trailer Dump Facility	Each	\$66.00	\$62.37	-6%



SEWER FUND



Sewer Funding Needs

- The Sewer Fund is healthier than the Water Fund and is adequately covering operating costs
- The City plans to fund:
 - Collection system improvements (\$1.22 million)
 - Lift station improvements (\$200,000)
 - Equipment (\$256,000)
 - Planning and design of the new wastewater treatment plant that is not covered by state funding (\$1 million)
 - Build up an additional \$1 million reserve for the Bishop Area Wastewater Authority treatment plant



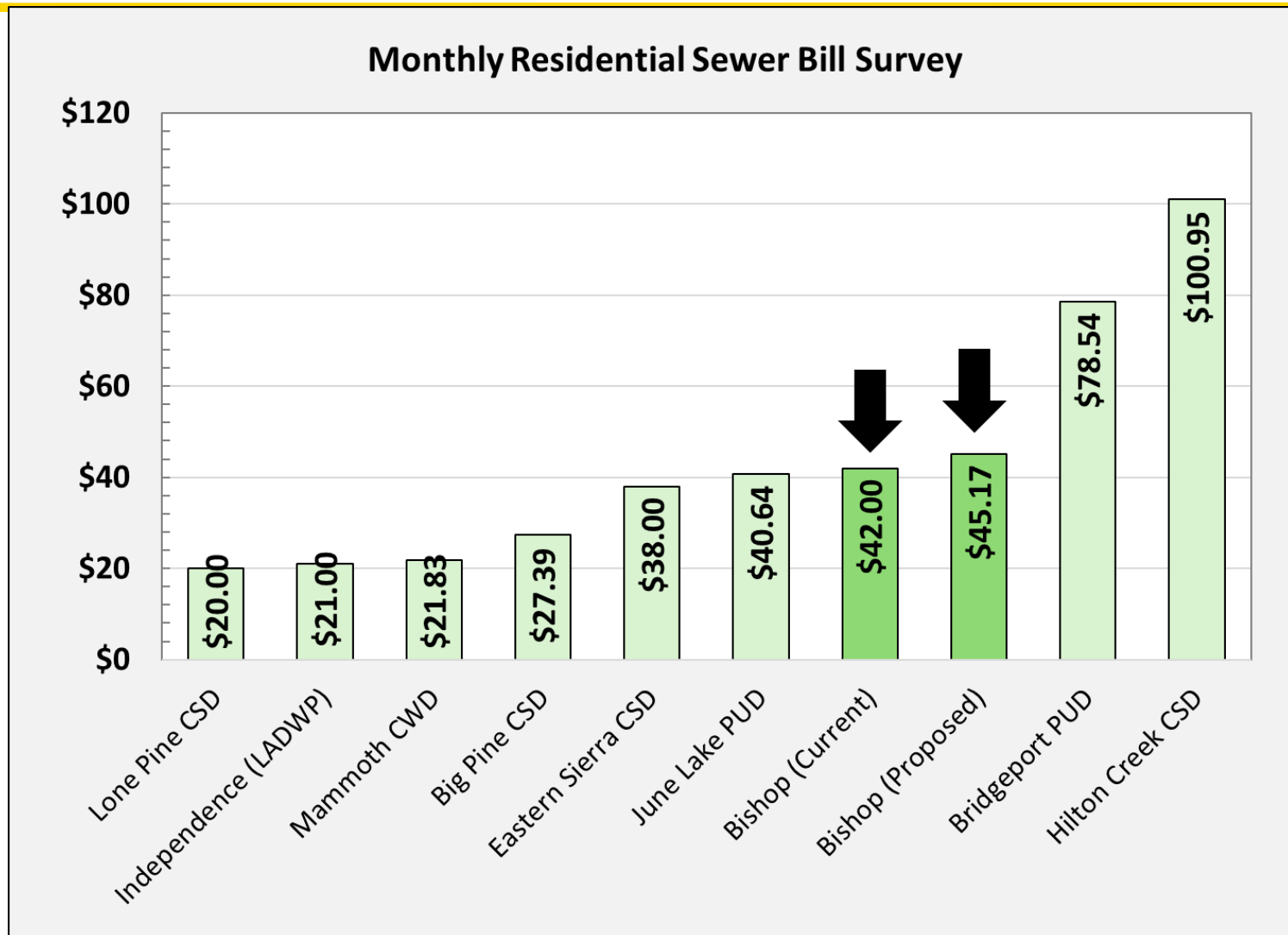
Residential Sewer Rates

Category	CURRENT MONTHLY BILL	Category	PROPOSED MONTHLY SEWER BILL				
			Jul 1, 2026	Jul 1, 2027	Jul 1, 2028	Jul 1, 2029	Jul 1, 2030
			+8%	+10%	+9%	+9%	+9%
Single Family	\$42.00	Single Family	\$45.17	\$49.69	\$54.16	\$59.04	\$64.35
			Varies	+10%	+9%	+9%	+9%
MF Detached	\$31.50	Multiple Family (detached and attached are combined)	\$32.97	\$36.27	\$39.54	\$43.10	\$46.98
MF Attached	\$29.40						

MF – Multiple Family; Rates are billed per dwelling unit



Sewer Bill Survey





Commercial Sewer Rates

Current Category	Billing Unit	Current Rate
General Commercial	Toilet	\$39.90
Beauty or Barber Shop	Each	\$42.00
Church	Each	\$42.00
General Commercial	Toilet	\$39.90
Hall	Each	\$42.00
Restaurant	Seat	\$4.20
Restaurant (over 100 seats)	Seat	\$2.10
Restaurant Banquet Room	Each	\$42.00
Restaurant Outside	Seat	\$2.10
General Commercial (mortuary)	Toilet	\$39.90

Proposed Category	Proposed Rate (\$/1,000 sq ft)
Category A: Bank, gym, industrial, office, retail, storage, warehouse	\$14.91
Category B: Auto shop, beauty salon, bowling alley, church, coffee shop, frozen yogurt shop, general commercial, grocery store, medical office or veterinarian, meeting hall, mixed use, theater	\$30.26
Category C: Fast food, mortuary, restaurant	\$65.04

First year rate adjustment shown above. In future years, commercial rates will increase by the same % as residential rates



Commercial Rates Continued

These customer categories are proposed to remain the same. First year rate adjustment shown below. In future years, commercial rates will increase by the same % as residential rates

Category	Billing Unit (same as current)	Current Rate	Proposed July 1, 2026 Rate	% Change
Brewery	1KBl/Yr	\$8.40	\$9.94	18%
Car Wash	Stall	\$126.00	\$134.15	6%
Fair Grounds	Each	\$294.00	\$341.94	16%
Gas Station	Island	\$16.80	\$24.39	45%
Hospital	Bed	\$14.70	\$17.16	17%
Hotel Room	Each	\$10.30	\$17.16	67%
Laundromat	Washer	\$29.40	\$34.78	18%
School	Student	\$1.68	\$1.81	8%
Trailer Dump Facility	Each	\$84.00	\$90.34	8%

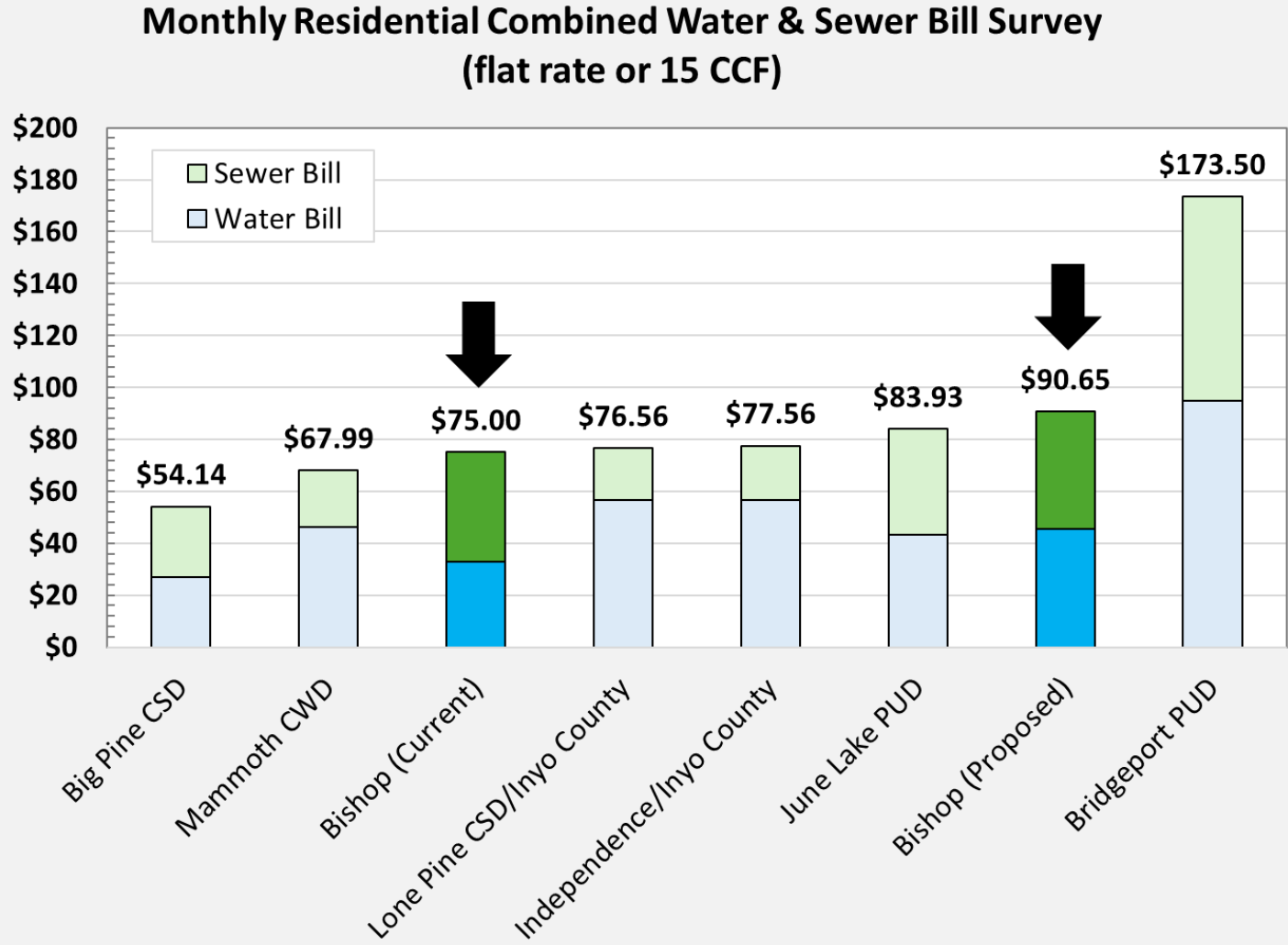


Single Family Combined Bill

	Current	PROPOSED MONTHLY BILL				
		Jul 1, 2026	Jul 1, 2026	Jul 1, 2027	Jul 1, 2028	Jul 1, 2029
Water Bill	\$33.00	\$45.48	\$54.57	\$62.76	\$68.41	\$74.56
Sewer Bill	<u>\$42.00</u>	<u>\$45.17</u>	<u>\$49.69</u>	<u>\$54.16</u>	<u>\$59.04</u>	<u>\$64.35</u>
Combined Bill	\$75.00	\$90.65	\$104.26	\$116.92	\$127.45	\$138.91
% Change		20.9%	15.0%	12.1%	9.0%	9.0%



Single Family Combined Bill Survey





Proposition 218 Procedures

- The City Council will now open the Proposition 218 hearing
- Procedures:
 - Listen to public comments
 - Collect any additional written protests
 - Close the public hearing
 - Tally the protests. Customers and property owners have the right to submit written protests. Only one protest per parcel will be counted.
- If fewer than 831 protests are received, City Council can consider adopting the rates which would go into effect on July 1, 2026
- Each year, the City will review its financial standing and potentially increase rates up to the amount shown on the public notices

Thank You



RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, CALIFORNIA, SETTING THE WATER AND SEWER RATES TO BE CHARGED AND COLLECTED AS ALLOWED BY THE COMPLETED PROPOSITION 218 PROCESS

WHEREAS, the City of Bishop (the “City”) provides municipal water and sewer services to residential and commercial properties within the City; and

WHEREAS, the City has completed a comprehensive Water and Sewer Rate Study (Amended Final, January 29, 2026) evaluating the cost of providing water and sewer services and recommending updated rate structures and rates; and

WHEREAS, Article XIII D of the California Constitution (“Proposition 218”) requires that property-related fees and charges, including water and sewer rates, be adopted following notice and a public hearing and be subject to majority protest; and

WHEREAS, the City mailed notices of the proposed water and sewer rate adjustments to all affected property owners and ratepayers on January 7, 2026, which notices described the proposed rates, the reasons and basis for the rates, and other information required by Proposition 218; and

WHEREAS, the City Council held a duly noticed public hearing on February 23, 2026, at which time the City Council considered the proposed water and sewer rates for the period commencing July 1, 2026, as set forth in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, the City also held an informational public meeting on February 4, 2026, to present the proposed rates and answer questions from the public; and

WHEREAS, after conducting the public hearing and considering all evidence and testimony presented, the City Council now desires to approve the proposed water and sewer rates as described in Exhibit A, effective July 1, 2026.

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

SECTION 1. The above recitals are true and correct and incorporated fully herein.

SECTION 2. Pursuant to the decision of the City Council following the Proposition 218 hearing, the water and sewer rates for the period July 1, 2026 through July 1, 2030 shall reflect the maximum rates in each year, as set forth in Exhibit A

attached to this Resolution, but the rate in any given year may be less than the maximum rates proposed in Exhibit A.

SECTION 3. The City Council hereby finds that, in proposing these rates, the City has met each of the relevant procedural requirements of Article XIII D of the California Constitution (Proposition 218) by providing notice and a public protest hearing opportunity on February 23, 2026. In addition, the City Council finds that the rate revisions in Exhibit A meet Proposition 218's substantive requirements, including the following:

1. *Fee for Service Provided Only:* Revenues derived from the water and sewer rates shall not exceed the funds required to provide water and sewer service. The adopted rates are based upon the cost of providing water and sewer service, including, but not limited to, operation, maintenance, administration, capital improvements, and reserves, as documented in the City's Water and Sewer Rate Study (Amended Final, January 29, 2026).
2. *Fee not to Exceed Cost of Service:* Revenues derived from the fees may not exceed the funds required to provide water and sewer service. Water and sewer rates go directly to water and sewer utility operations and are not a revenue source for the City's General Fund or any non-utility City programs; water and sewer rate revenues are not (and cannot be) utilized for general governmental services. The City's costs for water and sewer service are established through its enterprise fund budgets and financial planning, as reflected in the City's Water and Sewer Rate Study (Amended Final, January 29, 2026), which evaluates the full cost of providing these services. Furthermore, the City's recent water and sewer rate study concluded that the City's rates are comparable with water and sewer rates in surrounding communities in Inyo and Mono Counties.
3. *Fee not to Exceed Proportional Cost:* The amount of the fee may not exceed the proportional cost of the water and sewer service attributable to the parcel. The City's rate study concluded that the proposed water and sewer rates are reasonably proportional and cost-based, and meet the general requirements of fairness and equity under Proposition 218. The adopted rates establish a schedule of adjustments beginning July 1, 2026, with annual adjustments through July 1, 2030, as set forth in Exhibit A.
4. *Other Findings.* Proposition 218 also requires that the fee or charge may not be imposed for a service unless (i) the service is actually used by, or immediately available to, the property, and (ii) the fee or charge is not imposed for general governmental services. Both of these findings are

met. The water and sewer rates are imposed solely for the provision of water and sewer utility services, are used to make such services available throughout the City, and are not otherwise allocated to general governmental services.

SECTION 4. The City Council has fully considered this matter and has:

1. Reviewed the information submitted herewith regarding the proposed water and sewer rate adjustment for all accounts, the parcels to which the proposed fee adjustment would apply, and the reasons and basis for the adjustment and the fees;
2. Provided notice of the proposed fee adjustment to the record owners (or occupants responsible for payment of the fee) of all parcels to which the proposed fee adjustment would apply in accordance with Article XIID of the California Constitution;
3. Heard and received all written protests from any owners (or renters/occupants) of real property subject to the fee;
4. Taken and received oral and documentary evidence pertaining to the proposed fee adjustment; and
5. Been fully informed of this matter.

SECTION 5. The City Council finds that insufficient written protests were presented to prevent the proposed water and sewer rates from being imposed.

SECTION 6. The City Council further finds that, based on the facts, circumstances, and information received during the public hearing, the changes in water and sewer rates set forth in Exhibit A are necessary and are hereby adopted, contingent upon there being no majority protest from a majority of all property owners or ratepayers entitled to protest. Said water and sewer rates shall take effect on July 1, 2026

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

Stephen Muchovej, Mayor

ATTEST: _____
Robin Picken, City Clerk

EXHIBIT A

Table 1: Current and New Monthly Residential Water Rates

Current Monthly Rates		New Monthly Rates					
Class	July 1, 2025	Class	July 1, 2026	July 1, 2027	July 1, 2028	July 1, 2029	July 1, 2030
Single Family	\$33.00	Single Family	\$45.48	\$54.57	\$62.76	\$68.41	\$74.56
Multiple Family (detached)	\$24.75	Multiple Family (detached and attached are combined)	\$33.79	\$40.54	\$46.62	\$50.82	\$55.39
Multiple Family (attached)	\$23.10						

Rates are billed per dwelling unit

Table 2: Current and New Monthly Residential Sewer Rates

Current Monthly Rates		New Monthly Rates					
Class	July 1, 2025	Class	July 1, 2026	July 1, 2027	July 1, 2028	July 1, 2029	July 1, 2030
Single Family	\$42.00	Single Family	\$45.17	\$49.69	\$54.16	\$59.04	\$64.35
Multiple Family (detached)	\$31.50	Multiple Family (detached and attached are combined)	\$32.97	\$36.27	\$39.54	\$43.10	\$46.98
Multiple Family (attached)	\$29.40						

Rates are billed per dwelling unit

Table 3: Current and New Monthly Commercial Water Rates

Current Monthly Rates			New Monthly Rates						
Class	Billing Unit	July 1, 2025	Class	Billing Unit	July 1, 2026	July 1, 2027	July 1, 2028	July 1, 2029	July 1, 2030
General Commercial	Toilet	\$31.35	Category A: Bank, gym, industrial, office, retail, storage, warehouse	Per 1,000 square feet	\$15.59	\$18.71	\$21.52	\$23.45	\$25.56
Beauty or Barber Shop	Each	\$33.00	Category B [1]: Auto shop, beauty salon, bowling alley, church, coffee shop, frozen yogurt shop, general commercial, grocery store, medical office or veterinarian, meeting hall, mixed use, theater	Per 1,000 square feet	\$22.74	\$27.29	\$31.38	\$34.21	\$37.28
Church	Each	\$33.00							
Hall	Each	\$33.00							
Restaurant	Seat	\$3.30	Category C: Fast food, mortuary, restaurant	Per 1,000 square feet	\$28.59	\$34.30	\$39.45	\$43.00	\$46.87
Restaurant (over 100 seats)	Seat	\$1.65							
Restaurant Banquet Room	Each	\$33.00							
Restaurant Outside	Seat	\$1.65							
General Commercial (mortuary)	Toilet	\$31.35							
Brewery	1KBI/Yr	\$6.60	Same as billing method as current		\$6.50	\$7.80	\$8.97	\$9.77	\$10.65
Car Wash	Stall	\$99.00	Same as billing method as current		\$93.56	\$112.26	\$129.11	\$140.73	\$153.38
Fair Grounds	Each	\$165.00	Same as billing method as current		\$236.50	\$283.76	\$326.35	\$355.73	\$387.71
Gas Station	Island	\$13.20	Same as billing method as current		\$16.89	\$20.27	\$23.31	\$25.41	\$27.69
Hospital	Bed	\$11.55	Same as billing method as current		\$11.69	\$14.03	\$16.14	\$17.59	\$19.17
Hotel Room	Each	\$8.25	Same as billing method as current		\$11.69	\$14.03	\$16.14	\$17.59	\$19.17
Irrigation [2]	Acre	\$9.90	Same as billing method as current		\$220.90	\$265.05	\$304.83	\$332.28	\$362.15
Laundromat	Washer	\$23.10	Same as billing method as current		\$18.19	\$21.83	\$25.10	\$27.36	\$29.82
School	Student	\$1.32	Same as billing method as current		\$1.30	\$1.56	\$1.79	\$1.95	\$2.13
Trailer Dump Facility	Each	\$66.00	Same as billing method as current		\$62.37	\$74.84	\$86.07	\$93.82	\$102.25
Closed Business	Each	\$33.00	Billed at 80% of applicable rates listed above [3]						
Special Circumstance	Per gallon		New		\$0.13	\$0.16	\$0.18	\$0.20	\$0.21

1KBL/Yr – thousand barrels per year

1 - Cafes, coffee shops, frozen yogurt shops, and gas stations that serve prepackaged food, are not required to have grease traps, and do not cook fresh food onsite are included in Category B.

2 - The irrigation rate will be applied to non-single family residential parcels greater than 1 acre. The irrigation rate will be charged to landscaped or irrigated areas only. Non-irrigated areas of the parcel such as buildings, parking lots, walkways, or gravel areas are exempt from paying irrigation charges.

3 - Closed businesses with intact water lines will be billed 80% of the applicable rate the business would have been billed as an active business.

Table 4: Current and New Monthly Commercial Sewer Rates

Current Monthly Rates			New Monthly Rates						
Class	Billing Unit	Rate	Class	Billing Unit	Jul 1, 2026	Jul 1, 2027	Jul 1, 2028	Jul 1, 2029	Jul 1, 2030
General Commercial	Toilet	\$39.90	Category A: Bank, gym, industrial, office, retail, storage, warehouse	Per 1,000 square feet	\$14.91	\$16.40	\$17.87	\$19.48	\$21.24
Beauty or Barber Shop	Each	\$42.00	Category B [1]: Auto shop, beauty salon, bowling alley, church, coffee shop, frozen yogurt shop, general commercial, grocery store, medical office or veterinarian, meeting hall, mixed use, theater	Per 1,000 square feet	\$30.26	\$33.29	\$36.29	\$39.56	\$43.11
Church	Each	\$42.00							
Hall	Each	\$42.00							
Restaurant	Seat	\$4.20	Category C: Fast food, mortuary, restaurant	Per 1,000 square feet	\$65.04	\$71.55	\$77.99	\$85.02	\$92.66
Restaurant (over 100 seats)	Seat	\$2.10							
Restaurant Banquet Room	Each	\$42.00							
Restaurant Outside	Seat	\$2.10							
General Commercial (mortuary)	Toilet	\$39.90							
Brewery	1KBL/Yr	\$8.40	Same as billing method as current		\$9.94	\$10.93	\$11.92	\$12.99	\$14.16
Car Wash	Stall	\$126.00	Same as billing method as current		\$134.15	\$147.58	\$160.86	\$175.35	\$191.12
Fair Grounds	Each	\$294.00	Same as billing method as current		\$341.94	\$376.15	\$409.99	\$446.93	\$487.13
Gas Station	Island	\$16.80	Same as billing method as current		\$24.39	\$26.83	\$29.25	\$31.88	\$34.75
Hospital	Bed	\$14.70	Same as billing method as current		\$17.16	\$18.88	\$20.58	\$22.44	\$24.45
Hotel Room	Each	\$10.30	Same as billing method as current		\$17.16	\$18.88	\$20.58	\$22.44	\$24.45
Laundromat	Washer	\$29.40	Same as billing method as current		\$34.78	\$38.26	\$41.70	\$45.46	\$49.55
School	Student	\$1.68	Same as billing method as current		\$1.81	\$1.99	\$2.17	\$2.36	\$2.57
Trailer Dump Facility	Each	\$84.00	Same as billing method as current		\$90.34	\$99.38	\$108.32	\$118.08	\$128.70
Closed Business	Each	\$42.00	Billed at 80% of applicable rates listed above [2]						
Special Circumstance	Per gallon		New		\$0.24	\$0.27	\$0.29	\$0.32	\$0.35

1KBL/Yr - thousand barrels per year

1 - Cafes, coffee shops, frozen yogurt shops, and gas stations that serve prepackaged food, are not required to have grease traps, and do not cook fresh food onsite are included in Category B.

2 - Closed businesses with intact water lines will be billed 80% of the applicable rate the business would have been billed as an active business.



LT MUNICIPAL
CONSULTANTS



Water and Sewer Rate Study

City of Bishop

Amended Final Report

January 29, 2026

TABLE OF CONTENTS

SECTION 1:	INTRODUCTION AND EXECUTIVE SUMMARY	1
1.1	Background	1
1.2	Requirements of Proposition 218	2
1.3	Rate Study Process	3
1.4	Proposed Rates	3
SECTION 2:	CUSTOMER BASE AND CURRENT RATE REVENUES	10
SECTION 3:	WATER COST OF SERVICE	12
3.1	Water System Overview	12
3.2	Revenues	12
3.3	Expenses	12
3.4	Reserves	17
3.5	Cash Flow Projection	17
SECTION 4:	WATER COST ALLOCATION & RATE DESIGN	21
4.1	Proposed Water Rate Structure	21
4.2	Assignment of Water EDUs and Proposed Rate per EDU	24
4.3	Proposed Residential Water Rates	25
4.4	Proposed Commercial Water Rates	28
SECTION 5:	SEWER COST OF SERVICE	31
5.1	Sewer System Overview	31
5.2	Revenues	31
5.3	Expenses	31
5.4	Cash Flow Projection	36
SECTION 6:	SEWER COST ALLOCATION	39
6.1	Methodology	39
6.2	Proposed Cost Allocation	39
SECTION 7:	SEWER RATE DESIGN	41
7.1	Assignment of Sewer EDUs and Proposed Rate per EDU	41
7.2	Proposed 5-Year Schedules of Sewer Rates	43
7.3	Combined Bill Impacts	48

APPENDIX A – City of Bishop Municipal Code Regrading Low Income Senior Discounts

LIST OF TABLES

Table 1: Current and Proposed Monthly Residential Water Rates.....	4
Table 2: Current and Proposed Monthly Residential Sewer Rates.....	4
Table 3: Comparable Agency Service Connections.....	6
Table 4: Current and Proposed Monthly Commercial Water Rates	8
Table 5: Current and Proposed Monthly Commercial Sewer Rates	9
Table 6: Current Rates, Customer Counts, and Rate Revenue	11
Table 7: Water Operating Expense Projection.....	13
Table 8: Water Capital Improvement Costs (Detailed)	14
Table 9: Summary of Water Capital Improvements	15
Table 10: Proposed Water CIP Funding	16
Table 11: Water Cash Flow Projection.....	19
Table 12: Proposed Residential Water Rate Classes.....	21
Table 13: Proposed Commercial Classes	23
Table 14: Proposed Water EDU Allocation	24
Table 15: Water Rate per EDU	25
Table 16: Proposed Residential Monthly Water Rates (\$/dwelling unit)	25
Table 17: Current and Proposed Monthly Commercial Water Rates	29
Table 18: Commercial Water Bill Impacts.....	30
Table 19: Example Category A, B, and C Commercial Water Bill Impacts	30
Table 20: Sewer Operating Cost Projection.....	32
Table 21: Sewer System Capital Improvement Costs (Detailed)	33
Table 22: Summary of Sewer Capital Improvements	34
Table 23: Proposed Sewer CIP Funding	35
Table 24: Sewer Cash Flow Projection	37
Table 25: Sewer Cost Allocation	40
Table 26: Sewer EDU Calculation	41
Table 27: Proposed Sewer EDU Allocation	42
Table 28: Sewer Rate per EDU	43
Table 29: Proposed Residential Monthly Sewer Rates (\$/dwelling unit)	44
Table 30: Current and Proposed Monthly Commercial Sewer Rates	46
Table 31: Commercial Sewer Bill Impacts.....	47
Table 32: Example Category A, B, and C Commercial Sewer Bill Impacts	47
Table 33: Combined Single Family Residential Bill Impacts.....	48
Table 34: Example Combined Commercial Bill Impacts.....	49

SECTION 1: INTRODUCTION AND EXECUTIVE SUMMARY

1.1 Background

The City of Bishop (City) is located in Inyo County at the northern end of the Owens Valley along the Highway 395 corridor in the Eastern Sierras. Bishop was founded in 1903 and is the only incorporated city in the county. There are about 3,800 people who reside in the City permanently, but the City's economy is largely tourism based and the City hosts many temporary visitors each year. The City provides water and sewer service to about 1,200 connections. Water supply is provided via two production wells. A third well remains on standby. Sewer collection, treatment, and disposal is managed through the Bishop Area Wastewater Authority (BAWA), a joint powers authority formed in 2020 by the City of Bishop and the Eastern Sierra Community Services District (ESCSA). BAWA also provides sewer treatment for the Bishop Paiute Tribe (Tribe) via contract with ESCSD.

The City is largely unmetered and customers are billed flat (fixed) charges for water and sewer service. City staff conducted a rate study in 2018 that lowered the single family residential water rate from \$37.00 to \$30.90 per month. The water rate was incrementally increased to \$33.00 by July 2023, which was the most recent rate increase. The current single family residential sewer rate is \$42.00 per month.

Current rate revenues are no longer sufficient to fund the water and sewer cost of service. Increases are needed to keep up with inflationary cost increases, fund new staff members, and finance needed capital improvements. The water utility has an extensive list of deferred maintenance needs that must be addressed. In addition, the City plans to install water meters for all customers and transition to metered billing by fiscal year 2031/32. Sewer rate increases are needed to fund planning, design, and contingency costs for the construction of BAWA's future joint treatment plant. Currently, the City's treatment plant is adjacent to that of ESCSD and the two are operated independently. However, one of BAWA's priorities is to construct a joint treatment plant that serves both agencies as well as the Bishop Paiute Tribe. Construction is anticipated to begin within the next 5 to 7 years.

As described above, one goal of this rate study is to determine a rate plan to cover the City's cost of service for the next five years. A second goal of this rate study is to simplify and modernize the water and sewer rate structure to better align with industry standard practices and to recover costs in a manner that is more proportional to how customers use the utilities. The proposed rate structure reduces the number of multiple family residential and commercial customer classes. Attached and detached multiple family residential are proposed to be merged into a single multiple family residential class. Eight commercial classes are proposed to be reduced to three classes consisting of low intensity, medium intensity, and high intensity uses.

1.2 Requirements of Proposition 218

The implementation of public agency utility rates in California is governed by the substantive and procedural requirements of Proposition 218 the “Right to Vote on Taxes Act” which is codified as Articles XIII C and XIII D of the California Constitution. The City must follow the procedural requirements of Proposition 218 for all utility rate increases. These requirements include:

1. **Noticing Requirement** – The City must mail a notice of the proposed rate increases to all affected property owners or ratepayers. The notice must specify the amount of the fees, the basis upon which they were calculated, the reason for the fees, and the date/time/location of a public rate hearing at which the proposed rates will be considered/adopted.
2. **Public Hearing** – The City must hold a public hearing prior to adopting the proposed rate increases. The public hearing must be held not less than 45 days after the required notices are mailed.
3. **Rate Increases Subject to Majority Protest** – At the public hearing, the proposed rate increases are subject to majority protest. If more than 50% of affected property owners or ratepayers submit written protests against the proposed rate increases, the increases cannot be adopted.

Proposition 218 also established substantive requirements that apply to water and sewer rates and charges, including:

1. **Cost of Service** – Revenues derived from the fee or charge cannot exceed the funds required to provide the service. In essence, fees cannot exceed the “cost of service”.
2. **Intended Purpose** – Revenues derived from the fee or charge can only be used for the purpose for which the fee was imposed.
3. **Proportional Cost Recovery** – The amount of the fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of service attributable to that parcel.
4. **Availability of Service** – No fee or charge may be imposed for a service unless that service is used by, or immediately available to, the owner of the property.
5. **General Government Services** – No fee or charge may be imposed for general governmental services where the service is available to the public at large.

Charges for water and sewer service are exempt from additional voting requirements of Proposition 218, provided the charges do not exceed the cost of providing service and are adopted pursuant to the procedural requirements of Proposition 218.

1.3 Rate Study Process

The following is a brief description of the rate study process:

- **Revenue Requirement** – Revenue requirements are analyzed via a cash flow projection based on the best information currently available such as historical operating results, budgets, audits, and input from City staff. The cash flow serves as a roadmap for funding future operating costs and capital expenditures while maintaining long-term fiscal stability, all of which is calculated in this study to produce rates that will be necessary to recover only the actual cost of the water and sewer service per parcel under these proposed rates.
- **Cost of Service Allocation** - The cost of service process builds on the revenue requirement analysis and assigns water costs based on estimated usage. Sewer costs are allocated based on estimated sewage flow and pollutant strength.
- **Rate Design** - Rate design involves developing a rate structure that fairly recovers costs from customers but does not exceed the proportional cost of the service attributable to each parcel. Final rate recommendations are designed to fund the City's short- and long-term costs of providing service and fairly allocate costs to all customers.

The rates developed in this report are based on the best available information gathered from City budgets, audits, and input from staff. The proposed rates are based on the reasonable cost of providing service and do not exceed the proportional cost of the service attributable to each parcel.

1.4 Proposed Rates

Current and proposed residential water and sewer rates are provided in Table 1 and Table 2, respectively. Attached and detached multiple family customer classes are proposed to be merged into a single multiple family class. The City currently provides a 25% discount to low-income senior customers (see Appendix A) that is funded via General Fund revenues. It is proposed that the City continue to provide a low-income senior discount. If adopted by City Council, rate adjustments are proposed to take effect each July 1 beginning 2026 to 2030.

Figure 1 provides a survey comparing the City's current and proposed single family residential water bill with other local agencies. Figure 2 provides a similar survey for sewer bills and Figure 3 provides a survey comparing combined water and sewer bills with other agencies. It should be noted that the agencies listed vary in size, complexity, and treatment standards. It is also likely that many of these agencies will implement water and sewer rate increases over the next five years. Rates for the Bishop Paiute Tribe were not included in the survey charts. Rates vary across the Tribe's service area based on tribal membership and location such as on or off the reservation. Additionally, the Tribe's rates are subsidized and do not reflect the full cost of providing service. Thus, tribal rates are difficult to compare to the City's rates.

Table 1: Current and Proposed Monthly Residential Water Rates

Current		Proposed					
Class		Class	Jul 1, 2026	Jul 1, 2027	Jul 1, 2028	Jul 1, 2029	Jul 1, 2030
Single Family	\$33.00	Single Family	\$45.48	\$54.57	\$62.76	\$68.41	\$74.56
Senior Single Family (low income)	\$24.75	Senior Single Family (low income)	\$33.79	\$40.54	\$46.62	\$50.82	\$55.39
Multiple Family (detached)	\$24.75	Multiple Family (detached and attached are combined)	\$33.79	\$40.54	\$46.62	\$50.82	\$55.39
Multiple Family (attached)	\$23.10						
Senior Multiple Family (detached) (low income)	\$18.57	Senior Multiple Family (detached and attached are combined) (low income)	\$24.69	\$29.62	\$34.07	\$37.14	\$40.48
Senior Multiple Family (attached) (low income)	\$17.33						

Rates are billed per dwelling unit

Table 2: Current and Proposed Monthly Residential Sewer Rates

Current		Proposed					
Class		Class	Jul 1, 2026	Jul 1, 2027	Jul 1, 2028	Jul 1, 2029	Jul 1, 2030
Single Family	\$42.00	Single Family	\$45.17	\$49.69	\$54.16	\$59.04	\$64.35
Senior Single Family (low income)	\$31.50	Senior Single Family (low income)	\$32.97	\$36.27	\$39.54	\$43.10	\$46.98
Multiple Family (detached)	\$31.50	Multiple Family (detached and attached are combined)	\$32.97	\$36.27	\$39.54	\$43.10	\$46.98
Multiple Family (attached)	\$29.40						
Senior Multiple Family (detached) (low income)	\$23.62	Senior Multiple Family (detached and attached are combined) (low income)	\$24.39	\$26.83	\$29.25	\$31.88	\$34.75
Senior Multiple Family (attached) (low income)	\$22.05						

Rates are billed per dwelling unit

Figure 1: Monthly Water Bill Survey

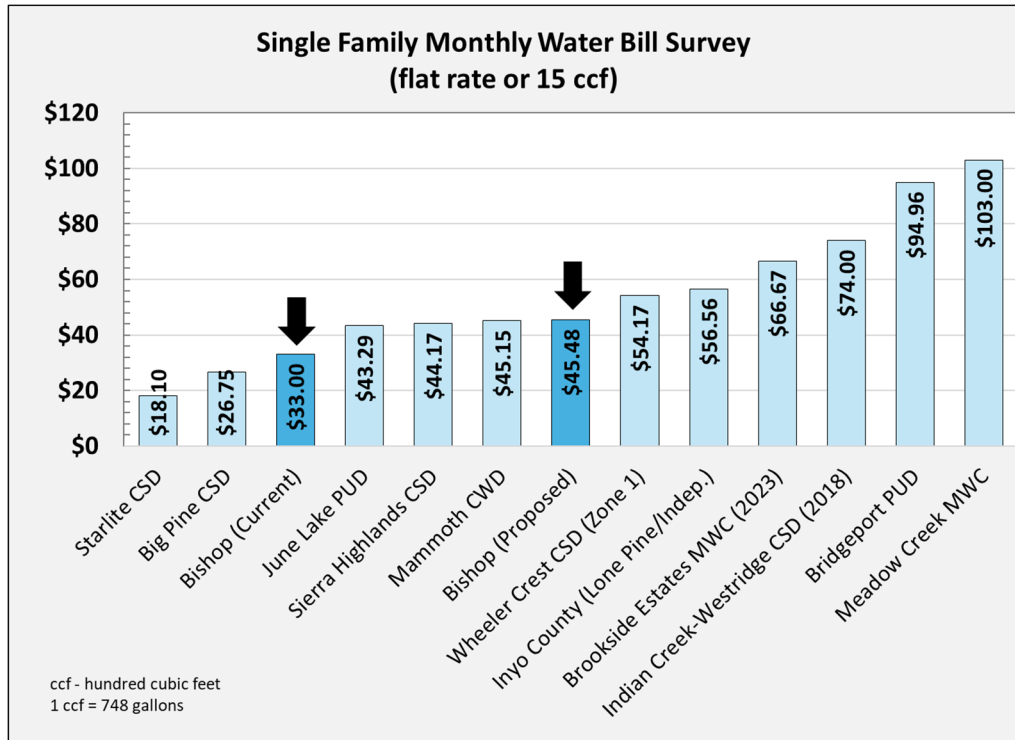


Figure 2: Monthly Sewer Bill Survey

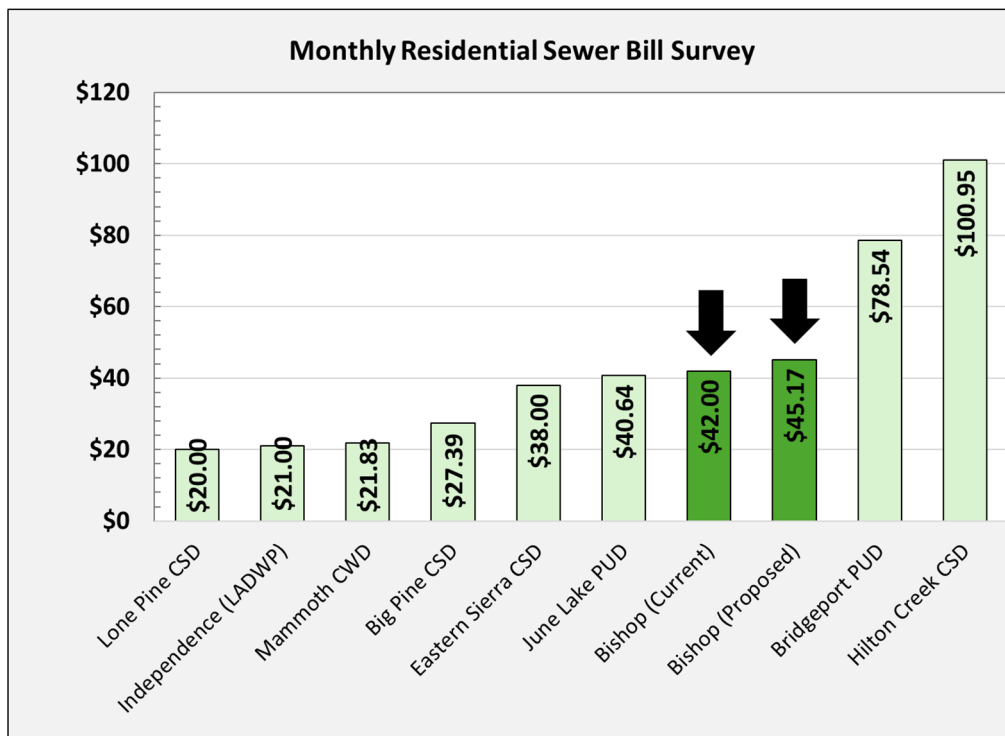


Figure 3: Combined Monthly Water & Sewer Bill Survey

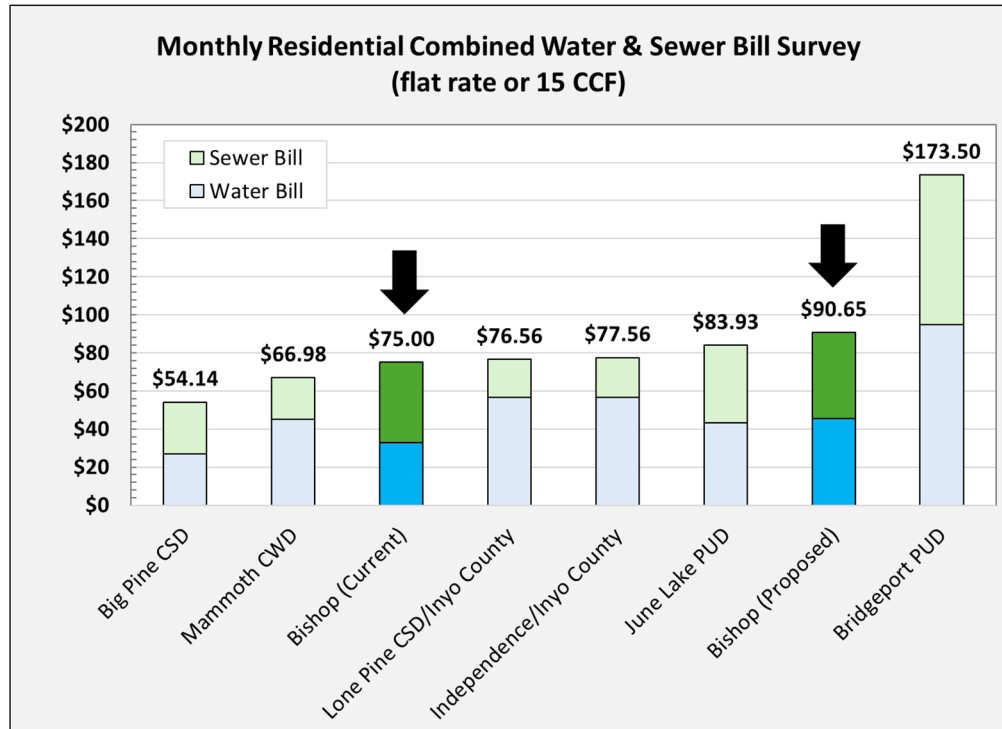


Table 3: Comparable Agency Service Connections

Agency	# of connections
Brookside Estates Mutual Water Company	21
Wheeler Crest CSD	43
Starlite CSD	73
Sierra Highlands CSD	215
Big Pine CSD	282
Bridgeport PUD	288
Indian Creek-Westridge CSD	298
June Lake PUD	315
Inyo County – Independence	336
Hilton Creek CSD (MSR)	373
Inyo County – Lone Pine	503
City of Bishop	1,171
Eastern Sierra CSD (rate study report)	2,592
Mammoth CWD	3,818
Lone Pine CSD	Unknown

As Reported on <https://sdwis.waterboards.ca.gov/> (or as noted)

CSD – Community Services District

CWD – Community Water District

MSR – Municipal Service Review

Table 4 and Table 5 provide the current and proposed commercial (non-residential) water and sewer rates, respectively. For about half of the existing commercial classes, the billing method is proposed to remain the same with only the rate increasing. For example, hotel rooms will continue to be billed on a per room basis; laundromats will continue to be billed per washing machine, etc. Rate structure changes are proposed for the other half of the City's commercial customers to better align with industry standard practice and to simplify billing procedures. Most general commercial customers, beauty shops, churches, meeting halls, and restaurants are proposed to be billed based on 1,000 square feet of building space. These customers are divided into three new classes – Category A: low intensity use, Category B: medium intensity use, and Category C: high intensity use.

Table 4: Current and Proposed Monthly Commercial Water Rates

Current			Proposed						
Class	Billing Unit	Rate	Class	Billing Unit	Jul 1, 2026	Jul 1, 2027	Jul 1, 2028	Jul 1, 2029	Jul 1, 2030
General Commercial	Toilet	\$31.35	Category A: Bank, gym, industrial, office, retail, storage, warehouse	Per 1,000 square feet	\$15.59	\$18.71	\$21.52	\$23.45	\$25.56
Beauty or Barber Shop	Each	\$33.00	Category B [1]: Auto shop, beauty salon, bowling alley, church, coffee shop, frozen yogurt shop, general commercial, grocery store, medical office or veterinarian, meeting hall, mixed use, theater	Per 1,000 square feet	\$22.74	\$27.29	\$31.38	\$34.21	\$37.28
Church	Each	\$33.00							
Hall	Each	\$33.00							
Restaurant	Seat	\$3.30	Category C: Fast food, mortuary, restaurant	Per 1,000 square feet	\$28.59	\$34.30	\$39.45	\$43.00	\$46.87
Restaurant (over 100 seats)	Seat	\$1.65							
Restaurant Banquet Room	Each	\$33.00							
Restaurant Outside	Seat	\$1.65							
General Commercial (mortuary)	Toilet	\$31.35							
Brewery	1KBl/Yr	\$6.60	Same as billing method as current		\$6.50	\$7.80	\$8.97	\$9.77	\$10.65
Car Wash	Stall	\$99.00	Same as billing method as current		\$93.56	\$112.26	\$129.11	\$140.73	\$153.38
Fair Grounds	Each	\$165.00	Same as billing method as current		\$236.50	\$283.76	\$326.35	\$355.73	\$387.71
Gas Station	Island	\$13.20	Same as billing method as current		\$16.89	\$20.27	\$23.31	\$25.41	\$27.69
Hospital	Bed	\$11.55	Same as billing method as current		\$11.69	\$14.03	\$16.14	\$17.59	\$19.17
Hotel Room	Each	\$8.25	Same as billing method as current		\$11.69	\$14.03	\$16.14	\$17.59	\$19.17
Irrigation [2]	Acre	\$9.90	Same as billing method as current		\$220.90	\$265.05	\$304.83	\$332.28	\$362.15
Laundromat	Washer	\$23.10	Same as billing method as current		\$18.19	\$21.83	\$25.10	\$27.36	\$29.82
School	Student	\$1.32	Same as billing method as current		\$1.30	\$1.56	\$1.79	\$1.95	\$2.13
Trailer Dump Facility	Each	\$66.00	Same as billing method as current		\$62.37	\$74.84	\$86.07	\$93.82	\$102.25
Closed Business	Each	\$33.00	Billed at 80% of applicable rates listed above [3]						
Special Circumstance	Per gallon		New		\$0.13	\$0.16	\$0.18	\$0.20	\$0.21

1KBL/Yr – thousand barrels per year

1 - Cafes, coffee shops, frozen yogurt shops, and gas stations that serve prepackaged food, do not have grease traps, and do not cook fresh food onsite are included in Category B.

2 - The irrigation rate will be applied to non-single family residential parcels greater than 1 acre. The irrigation rate will be charged to landscaped or irrigated areas only. Non-irrigated areas of the parcel such as buildings, parking lots, walkways, or gravel areas are exempt from paying irrigation charges.

3 - Closed businesses with intact water lines will be billed 80% of the applicable rate the business would have been billed as an active business.

Table 5: Current and Proposed Monthly Commercial Sewer Rates

Current			Proposed						
Class	Billing Unit	Rate	Class	Billing Unit	Jul 1, 2026	Jul 1, 2027	Jul 1, 2028	Jul 1, 2029	Jul 1, 2030
General Commercial	Toilet	\$39.90	Category A: Bank, gym, industrial, office, retail, storage, warehouse	Per 1,000 square feet	\$14.91	\$16.40	\$17.87	\$19.48	\$21.24
Beauty or Barber Shop	Each	\$42.00	Category B [1]: Auto shop, beauty salon, bowling alley, church, coffee shop, frozen yogurt shop, general commercial, grocery store, medical office or veterinarian, meeting hall, mixed use, theater	Per 1,000 square feet	\$30.26	\$33.29	\$36.29	\$39.56	\$43.11
Church	Each	\$42.00							
Hall	Each	\$42.00							
Restaurant	Seat	\$4.20	Category C: Fast food, mortuary, restaurant	Per 1,000 square feet	\$65.04	\$71.55	\$77.99	\$85.02	\$92.66
Restaurant (over 100 seats)	Seat	\$2.10							
Restaurant Banquet Room	Each	\$42.00							
Restaurant Outside	Seat	\$2.10							
General Commercial (mortuary)	Toilet	\$39.90							
Brewery	1KBL/Yr	\$8.40	Same as billing method as current		\$9.94	\$10.93	\$11.92	\$12.99	\$14.16
Car Wash	Stall	\$126.00	Same as billing method as current		\$134.15	\$147.58	\$160.86	\$175.35	\$191.12
Fair Grounds	Each	\$294.00	Same as billing method as current		\$341.94	\$376.15	\$409.99	\$446.93	\$487.13
Gas Station	Island	\$16.80	Same as billing method as current		\$24.39	\$26.83	\$29.25	\$31.88	\$34.75
Hospital	Bed	\$14.70	Same as billing method as current		\$17.16	\$18.88	\$20.58	\$22.44	\$24.45
Hotel Room	Each	\$10.30	Same as billing method as current		\$17.16	\$18.88	\$20.58	\$22.44	\$24.45
Laundromat	Washer	\$29.40	Same as billing method as current		\$34.78	\$38.26	\$41.70	\$45.46	\$49.55
School	Student	\$1.68	Same as billing method as current		\$1.81	\$1.99	\$2.17	\$2.36	\$2.57
Trailer Dump Facility	Each	\$84.00	Same as billing method as current		\$90.34	\$99.38	\$108.32	\$118.08	\$128.70
Closed Business	Each	\$42.00	Billed at 80% of applicable rates listed above [2]						
Special Circumstance	Per gallon		New		\$0.24	\$0.27	\$0.29	\$0.32	\$0.35

1KBL/Yr – thousand barrels per year

1 - Cafes, coffee shops, frozen yogurt shops, and gas stations that primarily serve prepackaged food, do not have grease traps, and do not cook fresh food onsite are included in Category B.

2 - Closed businesses with intact service connections will be billed 80% of the applicable rate the business would have been billed as an active business.

SECTION 2: CUSTOMER BASE AND CURRENT RATE REVENUES

The City of Bishop provides water and sewer service to a population of about 3,800 via approximately 1,200 active service connections. This section provides an overview of the City's current water and sewer rates, customer base, and current rate revenues.

The City's current water and sewer rates went into effect on July 1, 2023. They were adopted pursuant to Proposition 218 requirements as part of a five-year schedule of rate increases developed in the City's 2018 rate study. The rate structure consists of unmetered, fixed monthly charges for single family, multiple family, low income senior residential, and commercial customers. Residential customers are billed per dwelling unit. The senior residential rates are 75% of their corresponding category (i.e. the senior single family rate is 75% of the single family charge; the senior multiple family detached rate is 75% of the multiple family detached charge). To maintain compliance with Proposition 218, discounts provided to senior customers are funded via the City's General Fund and are not funded via rate revenues. More information about the low income senior rate program is provided in Appendix A. Prior to 2018, the City's single family residential water rate was \$37.00 and is currently \$33.00 per month.

Commercial customers are also billed fixed monthly service charges. The billing unit and cost per unit vary by land use. As examples, general commercial customers are billed by the number of toilets in their establishments, hospitals are billed by the number of beds, and restaurants are billed by the number of seats. This billing method has caused administrative issues – City staff have noted that restaurants will add or remove seats throughout the year based on customer traffic. The City's charges for closed businesses are also problematic. A small shop with one toilet is billed \$31.35 for monthly water service. If that shop closed, it would be charged \$33.00 monthly under the closed business rate, an increase of \$1.65 per month. In addition, City staff have observed that the closed business rate has been inconsistently applied in recent years and the City does not have a formal policy for billing closed businesses.

Current rates, customer counts, and revenues are provided in Table 6. The City currently collects about \$1.1 million in water rate revenues and about \$1.4 million in sewer rate revenues annually.

Table 6: Current Rates, Customer Counts, and Rate Revenue

Customer	Monthly Rate			Count of Billing Units		Annual Revenue	
	Water	Sewer	Per	Water	Sewer	Water	Sewer
RESIDENTIAL							
Single Family Residence	\$33.00	\$42.00	Dwelling	533	532	\$211,068	\$268,128
Single LI Senior Residence	\$24.75	\$31.50	Dwelling	6	6	\$1,782	\$2,268
Multiple Family (detached)	\$24.75	\$31.50	Dwelling	720	721	\$213,840	\$272,538
Multiple Fam. LI Senior (detached)	\$18.57	\$23.62	Dwelling	3	3	\$669	\$850
Multiple Fam. Residence (attached)	\$23.10	\$29.40	Dwelling	674	671	\$186,833	\$236,729
Multiple Fam. LI Senior (attached)	\$17.33	\$22.05	Dwelling	<u>19</u>	<u>21</u>	<u>\$3,951</u>	<u>\$5,557</u>
Total Residential				1,955	1,954	\$618,143	\$786,070
NON-RESIDENTIAL							
Bar	\$2.64	\$3.36	Seat	279	279	\$8,839	\$11,249
Beauty or Barber Shop	\$33.00	\$42.00	Each	17	17	\$6,732	\$8,568
Brewery (with pretreatment)	\$6.60	\$8.40	1KBl/Yr	1	1	\$79	\$101
Car Wash	\$99.00	\$126.00	Stall	11	11	\$13,068	\$16,632
Church	\$33.00	\$42.00	Each	16	14	\$6,336	\$7,056
Fairgrounds	\$165.00	\$294.00	Each	1	1	\$1,980	\$3,528
Gas Station	\$13.20	\$16.80	Island	39	39	\$6,178	\$7,862
General Commercial	\$31.35	\$39.90	Toilet	605	603	\$227,601	\$288,716
Hall	\$33.00	\$42.00	Each	13	11	\$5,148	\$5,544
Hospital	\$11.55	\$14.70	Bed	136	136	\$18,850	\$23,990
Hotel Room	\$8.25	\$10.30	Each	878	878	\$86,922	\$108,521
Irrigation	\$9.90	\$0.00	Acre	29		\$3,445	\$0
Laundry and Laundromat	\$23.10	\$29.40	Washer	53	53	\$14,692	\$18,698
Other	\$0.00	\$0.00	Case by case			\$0	\$0
Restaurant	\$3.30	\$4.20	Seat	1,712	1,712	\$67,795	\$86,285
Restaurant (over 100 seats)	\$1.65	\$2.10	Seat	71	71	\$1,406	\$1,789
Restaurant Banquet Room	\$33.00	\$42.00	Each	8	8	\$3,168	\$4,032
Restaurant Outside	\$1.65	\$2.10	Seat	631	625	\$12,494	\$15,750
School	\$1.32	\$1.68	Student	1,951	1,959	\$30,904	\$39,493
Trailer Dump Facility	\$66.00	\$84.00	Each	2	2	\$1,584	\$2,016
Closed Business	\$33.00	\$42.00	Each	4	4	<u>\$1,584</u>	<u>\$2,016</u>
Total Non-residential						\$518,804	\$651,848
Total Annual Rate Revenues						\$1,136,946	\$1,437,918

LI – low income

Senior rates are 75% of the standard rate

SECTION 3: WATER COST OF SERVICE

Proposition 218 requires that utility rates be based on the reasonable cost of providing service to customers. This section provides an analysis of water system revenues and expenses to determine the total cost of service to be recovered via water rates. The cost of service is expressed in a cash flow table that illustrates revenue increases needed to keep up with expenses and maintain financial health. Over the five-year rate study period, rate increases are proposed so that the City can pay for operating costs, fund capital improvements, debt service costs, and maintain reasonable reserves, all of which are calculated in this study to produce rates that will be necessary to recover only the actual cost of the water service per parcel under these proposed water rates. The water utility's cost of service was developed based on fiscal year (FY) 2023/24 actuals, the FY2024/25 budget, the City's capital improvement plan, and input from staff.

3.1 Water System Overview

The purpose of the City's water system is to produce and deliver water for consumption, irrigation, and fire suppression in a safe and dependable manner. Water quality is closely monitored by several State of California regulatory agencies to guarantee compliance with Federal and State mandates. Water delivery comes from 2 wells. Well 4 is the City's primary well and produces about 85 percent of the City's water. Well 2 is the City's secondary water source, producing the remaining 15 percent of the City's water. The City also had a third water source, Well 1; however, this well has recently been disconnected from the water system. Water is pumped and delivered to customers through almost 22 miles of water mains.

3.2 Revenues

The City's revenues consist of water service charges, interest income, customer penalties, and miscellaneous income. This fiscal year, FY2025/26, the City also expects to secure a loan of \$1.5 million for the West Line water pipeline project from the City's General Fund. Excluding the loan proceeds, total projected water system revenues are about \$1.2 million for FY2025/26. Over the next five years, interest income is projected based on 5% of the City's beginning reserve fund balance each year. Penalty fees and other miscellaneous revenues are projected to total \$20,900 annually. A series of five annual rate increases are proposed to go into effect beginning on July 1, 2026 to fund the costs described below.

3.3 Expenses

3.3.1 Operating Costs

Operating costs include salaries, benefits, operations, and maintenance expenses but do not include capital costs. In FY2025/26, the City expects to incur about \$1.2 million in expenses to operate and maintain the water system. Operating costs over the course of the rate study period are projected in Table 7 on the following page based on FY2024/25 actuals and the FY2025/26 Budget. Escalation factors were determined based on projected inflation and input from City staff. Labor and benefits are projected to increase by 8% per year to account for cost of living increases, health care cost increases,

and Other Post Employment Benefits (OPEB). Most operating costs are projected to increase by 5% per year to account for estimated inflation. The City expects to hire a new staff member in FY2026/27 to assist with operations. The cost of the staff member is split 35% for water, 35% for sewer, and 30% for streets or other public works activities.

Table 7: Water Operating Expense Projection

	Budget	Escalation	Projected				
	FY2025/26		FY2026/27	FY2027/28	FY2028/29	FY2029/30	FY2030/31
Salaries & Benefits [1]	\$592,700	8.0%	\$640,100	\$691,300	\$746,600	\$806,300	\$870,800
New Staff [2]		8.0%	\$50,800	\$54,900	\$59,300	\$64,000	\$69,100
Utilities	\$48,000	5.0%	\$50,400	\$52,900	\$55,500	\$58,300	\$61,200
Administration	\$27,200	5.0%	\$28,600	\$30,000	\$31,500	\$33,100	\$34,800
Professional Services	\$102,000	5.0%	\$75,000	\$78,800	\$82,700	\$86,800	\$91,100
Operations	\$80,600	5.0%	\$84,600	\$88,800	\$93,200	\$97,900	\$102,800
Depreciation	\$200,000	5.0%	\$210,000	\$220,500	\$231,500	\$243,100	\$255,300
City Cost Plan	<u>\$169,500</u>	5.0%	<u>\$178,000</u>	<u>\$186,900</u>	<u>\$196,200</u>	<u>\$206,000</u>	<u>\$216,300</u>
Total Operating Expenses	\$1,220,000		\$1,317,500	\$1,404,100	\$1,496,500	\$1,595,500	\$1,701,400

Includes depreciation which is a non-cash expense

1 - Reflects updated OPEB expenses provided by City staff

2 - 35% of a Full Time Equivalent (FTE)

3.3.2 Water Capital Improvement Plan

Concurrent with conducting this rate study, City staff analyzed the water system's condition and needs over the next five years. The City's water system capital improvement project (CIP) list is provided in Table 8. It should be noted that the capital project list spans from FY2025/26 (current fiscal year) to FY2029/30 (Year 4 of the five-year rate study period). Project costs have not been developed for FY2030/31. In FY2025/26, the City expects to fund the West Line water pipeline project via a \$1.5 million loan from the General Fund with about \$1 million in remaining cost funded via rate revenues.

Over the next four years (FY2026/27 to FY2029/30), the City expects to construct about \$11.5 million of projects. Infrastructure needs consist of regulatory driven projects such as water line retrofits to improve fire flow, vehicles, equipment, security fencing, a new production well, and water meters. It is assumed that water meters, backup generators, 60% of the West Line pipeline, and 75% of the production well will be grant or loan funded. In total, the City expects grant or loan funding of about \$9.13 million, see

Table 9. This leaves about \$2.34 million that the City must cash fund or finance.

Table 8: Water Capital Improvement Costs (Detailed)

Category	Project Name & Description	FY2025/26	FY2026/27	FY2027/28	FY2028/29	FY2029/30	Total Cost	Funding Source
Distribution System	Isolation Valve Installation	150,000	0	0	0	0	150,000	Loan & RR
Distribution System	West Line Water Line Replacement [1]	2,350,000	0	0	0	0	2,350,000	Loan & RR
Distribution System	South Warren - Lagoon to South Water Line	170,000	0	0	0	0	170,000	Rate Revenue (R&R)
Facilities & Equip	Flatbed F-550/Plow Truck (x2)	32,000	0	0	0	39,000	71,000	Rate Revenue
Water Supply	New Production Well [2]	0	225,000	225,000	2,861,000	0	3,311,000	Grant & RR
Storage	Storage & Control Tank Rehabilitations	0	100,000	0	0	0	100,000	Rate Revenue
Water Supply	Well #2 & 4 Pump rebuilds	0	230,000	0	0	0	230,000	Rate Revenue
Water Supply	Well #2 & 4 motors and rebuilds	0	120,000	0	0	0	120,000	Rate Revenue
Water Supply	Well #4 Electrical Panel	0	70,000	0	0	0	70,000	Rate Revenue
Facilities & Equip	10 yd. Dump/Snow Plow Truck	0	50,000	0	0	0	50,000	Rate Revenue
Facilities & Equip	Permanent Backup Generators	0	120,000	130,000	0	0	250,000	Grant or Loan
Distribution System	East Line - Main to Hanby	0	207,000	1,173,000	0	0	1,380,000	Grant or Loan
Facilities & Equip	Security Fence Replacement Well #2	0	0	50,000	0	0	50,000	Rate Revenue
Facilities & Equip	Front End Loader	0	0	81,000	0	0	81,000	Rate Revenue
Water Quality & Compliance	Implementation of Water Meters [3]	0	0	0	2,500,000	2,500,000	5,000,000	Grant or Loan
Facilities & Equip	Forklift	0	0	0	28,000	0	28,000	Rate Revenue
Facilities & Equip	Air compressor	0	0	0	8,000	0	8,000	Rate Revenue
Distribution System	Annual Line Replacement	<u>0</u>	<u>0</u>	<u>250,000</u>	<u>250,000</u>	<u>250,000</u>	<u>750,000</u>	Rate Revenue
Total		\$2,702,000	\$1,122,000	\$1,909,000	\$5,647,000	\$2,789,000	\$14,169,000	

1 - The West Line Water Line project is assumed to be funded via a \$1.5M General Fund loan with about \$1.0M in remaining cost funded via rate revenues. The project includes replacing the West Line Water Line (\$2.35 M) and installing main line isolation valves on West Line (\$150,000).

2 - The new production well is assumed to be funded via a \$2.5M WRDA grant (not guaranteed) in FY28/29 which requires a 25% match. Remaining project costs, and those in FY26/27 and FY27/28, are assumed to be funded via rate revenues.

3 - SB 552 mandates meters by 2032. Goal is to have meters installed prior to next rate study. Project is phased over two years, but could phase over more years if necessary to comply by 2032.

Table 9: Summary of Water Capital Improvements

Category	FY2025/26	FY2026/27	FY2027/28	FY2028/29	FY2029/30	4-Year Cost FY2026/27 to FY2029/30
Rate Funded Projects						
Distribution System [1]	1,170,000	0	250,000	250,000	250,000	750,000
Storage	0	100,000	0	0	0	100,000
Facilities & Equip	32,000	50,000	131,000	36,000	39,000	256,000
Water Supply [2]	0	645,000	225,000	361,000	0	1,231,000
Water Quality & Compliance	0	0	0	0	0	0
Total Rate Funded	1,202,000	795,000	606,000	647,000	289,000	2,337,000
Grant/Loan Funded						
Distribution System [1]	1,500,000	207,000	1,173,000	0	0	1,380,000
Storage	0	0	0	0	0	0
Facilities & Equip	0	120,000	130,000	0	0	250,000
Water Supply [2]	0	0	0	2,500,000	0	2,500,000
Water Quality & Compliance	0	0	0	2,500,000	2,500,000	5,000,000
Total Grant/Loan Funded	1,500,000	327,000	1,303,000	5,000,000	2,500,000	9,130,000
Total All Projects	\$2,702,000	\$1,122,000	\$1,909,000	\$5,647,000	\$2,789,000	\$11,467,000

1 - The West Line Water Line and Isolation Valve Installation projects are assumed to be funded via a \$1.5M loan from the General Fund with about \$1,000,000 in remaining cost funded via rate revenues

2 - The new production well is assumed to be funded via a \$2.5M WRDA grant (not guaranteed) in FY28/29 which requires a 25% match. Remaining project costs, and those in FY26/27 and FY27/28, are assumed to be funded via rate revenues.

3.3.3 Debt Service and Capital Project Funding

To fund \$2.34 million of capital projects over the next four years, it is proposed that the City finance about \$2 million of projects and cash fund the remaining \$336,000 of projects. For planning purposes, it is assumed that the City will have a 40-year repayment term at 3.375% interest. This potential future financing will result in a new debt service cost of about \$92,000 per year, see Table 10. There is also a cost of \$331,000 each year to repay the loan from the General Fund for the West Line project. At the writing of this report, the City is working to approve the General Fund loan and determine the repayment terms. A planning level estimate is included in this study. In addition, it is proposed that ratepayers cash fund about \$84,000 in capital projects each year, bringing the total annual cost to ratepayers to \$507,000. These costs are proposed to continue into FY2030/31 (i.e. one year beyond the CIP planning horizon) to account for future projects that have not yet been identified.

Table 10: Proposed Water CIP Funding

ANNUAL FUNDING	
Annual Cost to Ratepayers	\$507,000
Made up of	
GF Loan Repayment [1]	\$331,000
Future Debt Service [2]	\$92,000
CIP Cash Funding	\$84,000
TOTAL FUNDING FY2026/27 to FY2029/30	
New Debt Proceeds	\$2,000,000
Cash Funding Over 4 Years	<u>\$336,000</u>
Total (goal is \$2.337M)	\$2,336,000
Not Funded/draw from reserves	(\$1,000)

1 - \$1.5M loan at 3.375% interest over 5 years (from General Fund)

2 - \$2M loan at 3.375% interest over 40 years compounded annually

Most forms of public agency debt require that the issuer maintain a coverage ratio of 1.2 times or greater. This is calculated as net revenues (not including grant funding) divided by the total annual debt service cost. Following the first rate increase, it is projected that the City will have ample debt coverage. Debt coverage is one factor that lenders take into consideration when determining the credit rating of issuers. By maintaining a strong coverage ratio, the City should have a streamlined debt issuance process in the future.

3.4 Reserves

As of July 1, 2025, the Water Fund reserve balance is about \$2.64 million. Based on industry common practice, it is recommended that the Water Fund maintain a balance equal to 50% of operations and maintenance costs for the fiscal year plus the annual debt service cost plus \$750,000 of capital costs (i.e. for an emergency repair). Based on this calculation, the recommended fund target for FY2025/26 is about \$1.36 million. The current reserve of about \$2.64 million exceeds the target. However, the City intends to draw down reserves over the current fiscal year to fund the portion of the West Line project that is not covered by the General Fund loan. It is projected that the Water Fund will end FY2025/26 with \$1.28 million in reserves – less than the calculated target of \$1.36 million.

Adequate fund reserves protect the City when faced with unforeseen financial challenges such as emergency expenses and revenue deficits. Fund reserves are a critical tool that will allow the City to maintain its financial health and positive credit ratings, especially during emergencies. It is acceptable if reserves dip below the target on a temporary basis, provided the City takes action to attain the target over the longer run. Over the five-year rate study period, it is proposed that the City slowly rebuild its Water Fund reserves to eventually meet the fund reserve target by the end of FY2030/31.

3.5 Cash Flow Projection

Figure 4 and Table 11 provide the five-year cash flow spanning from FY2025/26 to FY2030/31. Over the five-year rate study period, water rate increases are proposed to fund operating costs, capital costs, debt service, and rebuild reserves. Rate increases are proposed to take effect each July 1 from 2026 through 2030. The proposed rates and rate design are described in more detail in the following section.

Figure 4: Water Cash Flow Chart

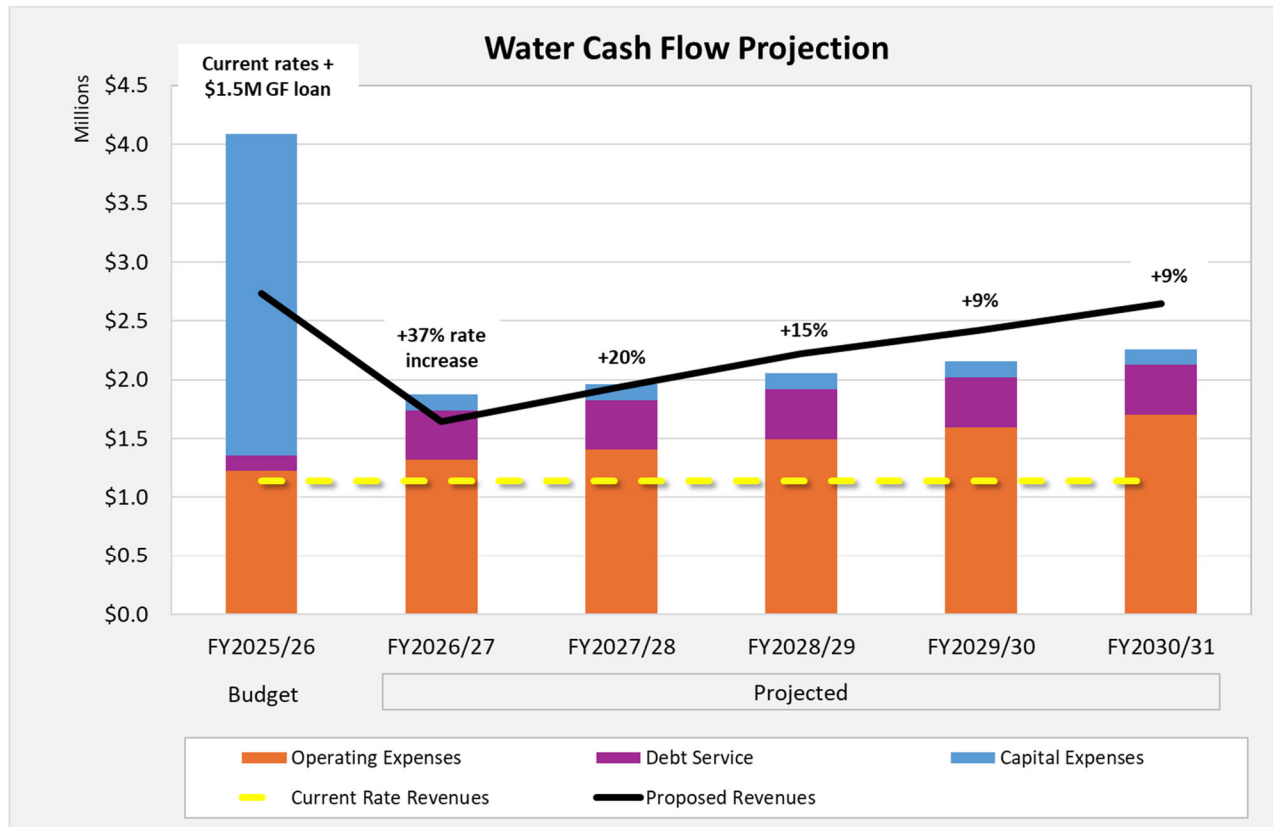


Table 11: Water Cash Flow Projection

	Budget	Projected: Prop 218 Period				
	FY2025/26	FY2026/27	FY2027/28	FY2028/29	FY2029/30	FY2030/31
Rate Increase	0%	37%	20%	15%	9%	9%
Beginning Fund Balance [1]	\$2,640,000	\$1,280,700	\$1,048,700	\$1,030,000	\$1,198,400	\$1,469,700
REVENUES						
GF Loan Proceeds [2]	1,500,000	0	0	0	0	0
Water Rate Revenues	1,136,900	1,557,600	1,869,100	2,149,500	2,343,000	2,553,900
Interest	71,400	64,000	52,400	51,500	59,900	73,500
Penalties & Misc Revenues	<u>20,900</u>	<u>20,900</u>	<u>20,900</u>	<u>20,900</u>	<u>20,900</u>	<u>20,900</u>
Total Revenues	2,729,200	1,642,500	1,942,400	2,221,900	2,423,800	2,648,300
EXPENSES						
<u>Operating Expenses</u>						
Salaries & Benefits	592,700	640,100	691,300	746,600	806,300	870,800
New Staff Member	0	50,800	54,900	59,300	64,000	69,100
Utilities	48,000	50,400	52,900	55,500	58,300	61,200
Administration & Lease	34,800	28,600	30,000	31,500	33,100	34,800
Professional Services	102,000	75,000	78,800	82,700	86,800	91,100
Operations	80,600	84,600	88,800	93,200	97,900	102,800
Depreciation	200,000	210,000	220,500	231,500	243,100	255,300
City Cost Plan	<u>169,500</u>	<u>178,000</u>	<u>186,900</u>	<u>196,200</u>	<u>206,000</u>	<u>216,300</u>
Subtotal Operating	1,227,600	1,317,500	1,404,100	1,496,500	1,595,500	1,701,400
Net Operating Revenues [3]	1,600	325,000	538,300	725,400	828,300	946,900
<u>Non-Operating Expenses</u>						
Capital Improvements [4]	2,702,000	84,000	84,000	84,000	84,000	84,000
Capital Equipment	30,000	50,000	50,000	50,000	50,000	50,000
GF Loan Repayment [5]	128,900	331,000	331,000	331,000	331,000	331,000
Outside Debt Service [6]	<u>0</u>	<u>92,000</u>	<u>92,000</u>	<u>92,000</u>	<u>92,000</u>	<u>92,000</u>
Subtotal Non-Operating	2,860,900	557,000	557,000	557,000	557,000	557,000
Total Expenses	4,088,500	1,874,500	1,961,100	2,053,500	2,152,500	2,258,400
Total Net Revenues	(1,359,300)	(232,000)	(18,700)	168,400	271,300	389,900
Ending Fund Balance	\$1,280,700	\$1,048,700	\$1,030,000	\$1,198,400	\$1,469,700	\$1,859,600
Target Reserve Balance [7]	1,363,800	1,500,800	1,544,100	1,590,300	1,639,800	1,692,700
Target Met?	no	no	no	no	no	yes
Debt Service Coverage [8]		3.53	5.85	7.88	9.00	10.29

See footnotes on the following page

Notes for Table 11

- 1 - Estimated FY 2025/26 starting cash balance; includes restricted funds
- 2 - Loan from General Fund (GF) for the West Line Water Line project
- 3 - Does not include General Fund loan proceeds
- 4 - Includes rate funded projects and the West Line Water Line project (\$1.5M loan from GF)
- 5 - For repayment of the General Fund's \$1.5M loan for the West Line water project over 5 years at 3.375% interest
- 6 - For future loan of \$2M at 3.375% over 40 years
- 7 - 50% of operating expenses + annual debt service cost + \$750,000 of emergency capital funding
- 8 - Debt service coverage projection does not include repayment of the General Fund loan.

SECTION 4: WATER COST ALLOCATION & RATE DESIGN

This section takes the total cost of service developed in the prior section and assigns costs to various customer classes based on their use of the water system.

4.1 Proposed Water Rate Structure

The City's service area is primarily unmetered, and the City bills customers fixed monthly fees based on estimated water use. The use of each customer is compared with the estimated use of an average single family residential customer to assign Equivalent Dwelling Units (EDUs). As an example, a customer who uses half the water use of a single family residential customer is assigned 0.5 EDUs. The example customer's bill is calculated as 0.5 EDUs multiplied by the rate per EDU (\$/EDU/month). The subsections below develop the proposed EDU assignments for residential and commercial customer classes.

4.1.1 Residential Customer Class

Table 12 lists existing and proposed residential customer classes and their proposed EDU assignments based on estimated water use. Single family customer use is estimated at 350 gallons per day based on typical water usage patterns. Low income senior residential use is estimated at 260 gallons per day which equals 0.74 EDUs per dwelling. This is approximately equal to the current EDU assignment of 0.75 EDUs per senior single family dwelling.

It is proposed that the detached and attached multiple family customer categories be merged. Multiple family residential customers are estimated to use 260 gallons per day. The EDUs for attached multiple family customers will increase from 0.70 to 0.74 EDUs per home. The EDUs for detached multiple family customers will remain about the same – changing from 0.75 to 0.74 EDUs per home.

Table 12: Proposed Residential Water Rate Classes

Current		Proposed		
Class	EDUs per Dwelling	Class	Gallons per Day	EDUs per Dwelling
Single Family	1.00	Single Family	350	1.00
Low Income Senior Single Family	0.75	Low Income Senior Single Family	260	0.74
Multiple Family (detached)	0.75	Multiple Family (detached and attached are merged)	260	0.74
Multiple Family (attached)	0.70			
Senior Multiple Family (detached) (low income)	0.56	Low Income Senior Multiple Family (detached and attached are merged)	190	0.54
Senior Multiple Family (attached) (low income)	0.53			

4.1.2 Commercial Customer Class

The number of commercial customer classes is also proposed to be reduced to better align with industry standard practice, promote equity, and improve the City's billing procedures. About half the City's current commercial customer classes are proposed to remain the same as shown in the bottom portion of Table 13. As examples, laundromats will continue to be billed per washing machine and hotels will continue to be billed per room.

Other commercial classes consisting of beauty or barber shops, churches, general commercial, halls, and restaurants are proposed to change. These classes are proposed to be divided into three new categories based on intensity of use and billed based on 1,000 square feet. Category A will include low intensity uses such as banks, gyms, offices, retail shops, storage facilities, warehouses, and low intensity industrial uses. Category B will include medium intensity uses such as auto shops, churches, general commercial, grocery stores, medical offices, and others as shown below. Category C will include high intensity uses such as restaurants and mortuaries. Cafes, coffee shops, frozen yogurt shops, and gas stations that primarily serve prepackaged food, do not have grease traps, and do not cook fresh food onsite are included in Category B. Businesses that prepare food onsite and should have grease traps should be included in Category C.

Customers such as meeting halls and grocery stores tend to bridge two categories. Meeting halls, for example, typically have seating areas with low intensity use like office space but also kitchens to prepare and serve food for special events. Similarly, grocery stores have high intensity use areas like the butcher counter and bakery as well as low intensity use areas like dry goods aisles throughout the store. Category B is intended to include mixed intensity customers. Ultimately, the City will transition to metered billing and customers will pay for their actual usage rather than estimated usage based on square feet. The rate structure proposed in this report is designed to promote equity between large and small customers where large customers who likely use more water are billed more than small customers who use less.

It is proposed that closed businesses with intact service lines be billed 80% of the rate that they would otherwise be billed as an active business. For example, a closed office would be billed 80% of the standard (open) office rate. Based on an analysis of the water and sewer utility's fixed and variable costs, about 80% of the cost of service is fixed and is not dependent on water usage or sewer flow. The City incurs this cost to maintain water supply or sewer treatment capacity, infrastructure, and have operators available to provide service at any time. Because the City does not meter most of its service area, the City does not have a mechanism to easily turn off service to closed businesses. Thus, closed businesses have service readily available and could easily reactive their accounts. Any closed businesses that physically disconnect their water line and/or do not have service readily available should not be charged the closed business rate.

Table 13: Proposed Commercial Classes

Current		Proposed	
Class	Billing Unit	Class	Billing Unit
General Commercial	Toilet	Category A: Bank, gym, industrial, office, retail, storage, warehouse	Per 1,000 square feet
Beauty or Barber Shop	Each	Category B [1]: Auto shop, beauty salon, bowling alley, church, coffee shop, frozen yogurt shop, general commercial, grocery store, medical office or veterinarian, meeting hall, mixed use, theater	Per 1,000 square feet
Church	Each		
General Commercial	Toilet		
Hall	Each		
Restaurant	Seat	Category C: Fast food, mortuary, restaurant	Per 1,000 square feet
Restaurant (over 100 seats)	Seat		
Restaurant Banquet Room	Each		
Restaurant Outside	Seat		
General Commercial (mortuary)	Toilet		
Brewery	1KBI/Yr	Same as current	
Car Wash	Stall	Same as current	
Fair Grounds	Each	Same as current	
Gas Station	Island	Same as current	
Hospital	Bed	Same as current	
Hotel Room	Each	Same as current	
Irrigation [2]	Acre	Same as current	
Laundromat	Washer	Same as current	
School	Student	Same as current	
Trailer Dump Facility	Each	Same as current	
Closed Business	Each	Billed at 80% of applicable rates listed above [3]	
Special Circumstance	Per gallon	New	

1KBL/Yr – thousand barrels per year

1 - Cafes, coffee shops, frozen yogurt shops, and gas stations that primarily serve prepackaged food, do not have grease traps, and do not cook fresh food onsite are included in Category B.

2 - The irrigation rate will be applied to non-single family residential parcels greater than 1 acre. The irrigation rate will be charged to landscaped or irrigated areas only. Non-irrigated areas of the parcel such as buildings, parking lots, walkways, or gravel areas are exempt from paying irrigation charges.

3 - Closed businesses with intact water lines will be billed 80% of the applicable rate the business would have been billed as an active business.

4.2 Assignment of Water EDUs and Proposed Rate per EDU

Table 14 provides the estimated water use for each proposed residential and commercial customer class. The estimated usage of each customer is multiplied by the number of billing units in each class and converted to EDUs. The water usage of commercial customers was estimated based on industry standard estimates and the water demand factors used by other public utilities. The proposed allocation shown below results in a loss of about 17 EDUs.

Table 14: Proposed Water EDU Allocation

Class	Billing Units	Count	Flow (gallons per day)	Proposed EDUs per Billing Unit	Total EDUs
RESIDENTIAL					
Single Family Residence	per dwelling unit	532	350	1.00	532.0
Single Family Senior Residence Low Income	per dwelling unit	6	260	0.74	4.5
Multiple Family Residence	per dwelling unit	1,392	260	0.74	1,034.1
Multiple Family Senior Residence Low Income	per dwelling unit	24	190	0.54	<u>13.0</u>
TOTAL RESIDENTIAL					1,583.6
COMMERCIAL					
<u>Rate categories that are proposed to remain the same</u>					
Brewery (with pretreatment)	1KBL/Yr	1	50	0.14	0.1
Car Wash	Stall	11	720	2.06	22.6
Fair Grounds (includes irrigation)	each	1	1,820	5.20	5.2
Gas Station	Island	39	130	0.37	14.5
Hospital	Bed	136	90	0.26	35.0
Hotel Room	Each	878	90	0.26	225.8
Irrigation	Acre	51.56	1,700	4.86	250.4
Laundry and Laundromat	Washer	53	140	0.40	21.2
School	Student	1,959	10	0.03	56.0
Trailer Dump Facility	Each	2	480	1.37	2.7
<u>New or revised categories</u>					
Category A:					
Bank, gym, industrial, office, retail, storage, warehouse	1,000 sq ft	1,020	120	0.34	349.7
Category B:					
Auto shop, beauty salon, bowling alley, church, coffee shop, frozen yogurt shop, general commercial, grocery store, medical office or veterinarian, meeting hall, mixed use, theater	1,000 sq ft	448	175	0.50	224.0
Category C:					
Fast food, mortuary, restaurant	1,000 sq ft	101	220	0.63	<u>63.5</u>
TOTAL NON-RESIDENTIAL					1,270.7
TOTAL ALL CUSTOMERS					2,854.3

1KBL/Yr – thousand barrels per year

Current EDUs 2,871

The proposed water rate per EDU over the next five years is calculated in Table 15. The proposed rate revenue calculated in the cash flow in Table 11 is divided by the number of EDUs shown in Table 14. FY2026/27, total rate revenue is proposed to increase by 37%. However, the rate per EDU is proposed to increase by 38% due to the loss of about 17 EDUs under the proposed EDU allocation.

Table 15: Water Rate per EDU

	Current	Projected: Prop 218 Period				
	FY2025/26	FY2026/27	FY2027/28	FY2028/29	FY2029/30	FY2030/31
Rate Revenue Increase		37%	20%	15%	9%	9%
Rate Revenue (Table 11)	\$1,136,900	\$1,557,600	\$1,869,100	\$2,149,500	\$2,343,000	\$2,553,900
Total EDUs	2,871	2,854	2,854	2,854	2,854	2,854
Monthly Rate per EDU	\$33.00	\$45.48 38%	\$54.57 20%	\$62.76 15%	\$68.41 9%	\$74.56 9%

4.3 Proposed Residential Water Rates

The proposed five-year residential rate plan is provided in Table 16. The rates are calculated as the cost per EDU from Table 15 multiplied by the number of EDUs per customer class shown in Table 12.

Table 16: Proposed Residential Monthly Water Rates (\$/dwelling unit)

Current		Proposed				
Class		Jul 1, 2026	Jul 1, 2027	Jul 1, 2028	Jul 1, 2029	Jul 1, 2030
Single Family	\$33.00	\$45.48 38%	\$54.57 20%	\$62.76 15%	\$68.41 9%	\$74.56 9%
Senior Single Family (low income)	\$24.75	\$33.79 37%	\$40.54 20%	\$46.62 15%	\$50.82 9%	\$55.39 9%
Multiple Family (detached)	\$24.75	\$33.79 37%	\$40.54 20%	\$46.62 15%	\$50.82 9%	\$55.39 9%
Multiple Family (attached)	\$23.10	\$33.79 46%	\$40.54 20%	\$46.62 15%	\$50.82 9%	\$55.39 9%
Senior Multiple Family (detached) (low income)	\$18.57	\$24.69 33%	\$29.62 20%	\$34.07 15%	\$37.14 9%	\$40.48 9%
Senior Multiple Family (attached) (low income)	\$17.33	\$24.69 42%	\$29.62 20%	\$34.07 15%	\$37.14 9%	\$40.48 9%

The figure below illustrates the proposed monthly single family residential water rates over the next five years. The current rate of \$33 per month and the prior rate of \$37 per month are also shown for comparison purposes.

Figure 5: 5-Year Single Family Monthly Water Rates

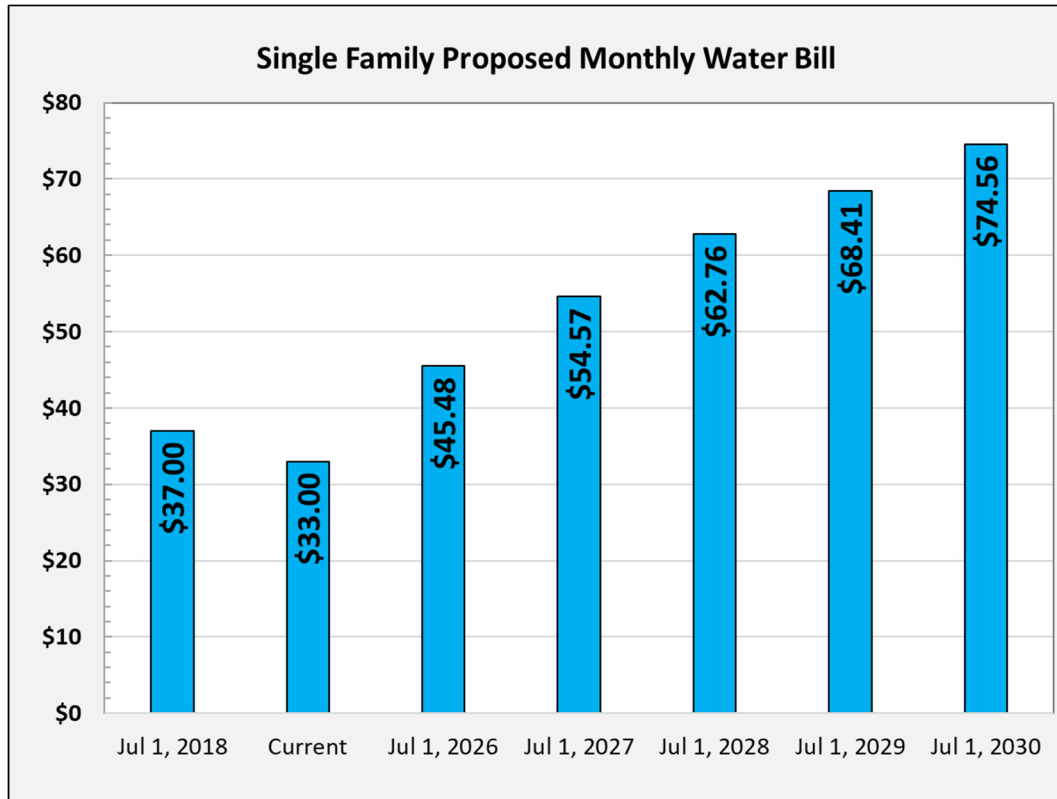
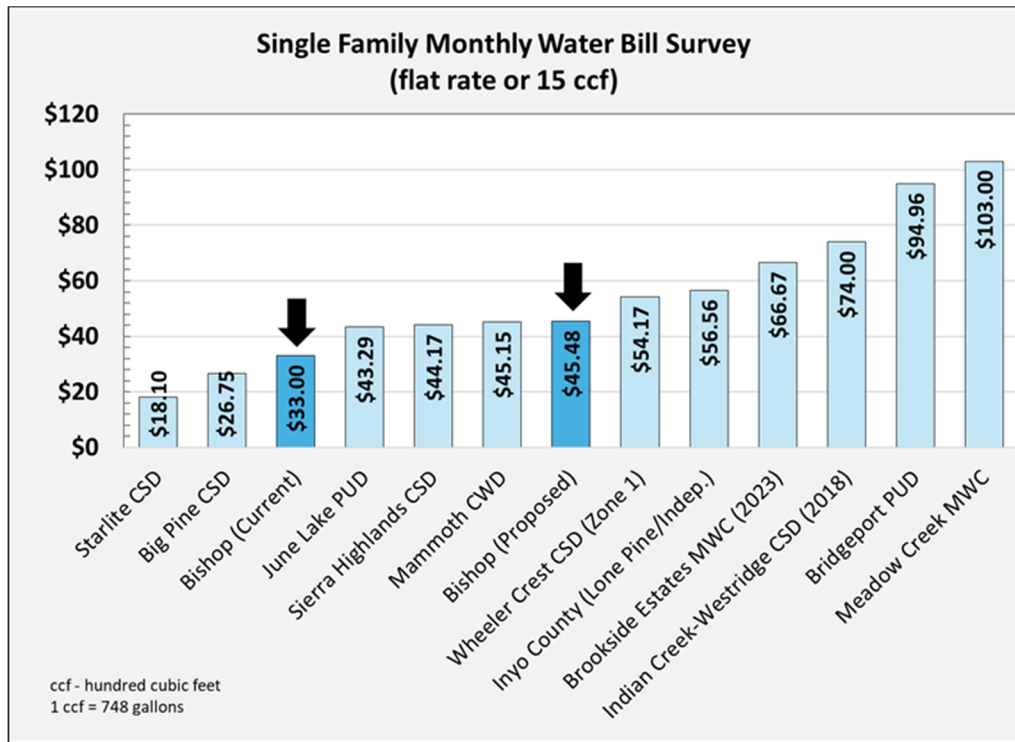


Figure 6 on the following page compares the City's current and proposed monthly single family residential bill with those of surrounding agencies. The City's current water rate is in the low-end of those charged by other local agencies and will move to the mid-range following the proposed rate increase.

Figure 6: Monthly Water Bill Survey



4.4 Proposed Commercial Water Rates

Table 17 provides the current and proposed commercial water rates over the next five years. As with residential rates, the cost per EDU from Table 15 is multiplied by the number of EDUs allocated to each billing category shown in Table 14. Table 18 provides bill impacts for commercial customers such as car washes, gas stations, schools, and others within the billing categories that are proposed to remain the same. Table 19 provides sample bill impacts for commercial customers that will be transitioned to Categories A, B, and C. Because of the updated EDU assignments and rate structure changes, there are a range of rate impacts. Some customers such as laundromats will have decreases while others will have increases.

It should be noted that a substantial increase is proposed for irrigation customers. Currently, irrigation customers are billed \$9.90 per acre per month. This rate is less than 1/3 of the current single family customer rate of \$33.00 per month. This is highly disproportionate to estimated water use and is proposed to be adjusted. Land use planners typically estimate medium density residential development to consume about 2 acre feet per year (AFY) per acre of development. Irrigation demands for crops, turf grass, ballfields, and other uses can vary but are typically also estimated at 2 AFY. Therefore, one acre of single family residences is about equal to one acre of irrigation demand. In California, the typical single family parcel size is 1/4 to 1/5 of an acre. Based on these metrics, one acre of irrigation has similar water use as four to five homes. The proposed irrigation rate is 4.86 X the single family rate which is in-line with industry typical usage estimates. To account for parcels that have irrigated areas in addition to paved, non-irrigation areas, the irrigation rate will be charged to landscaped or irrigated areas only. Non-irrigated areas of the parcel such as buildings, parking lots, walkways, or gravel areas are exempt from paying irrigation charges.

The proposed water rate schedule also includes special circumstance rates that are billed on a \$/gallon basis. This rate is for water truck fill ups, construction water, or other large commercial or industrial one-time use. The rate is calculated as the single family rate divided by 350 gallons of monthly single family usage. Via this calculation, the special circumstance rate is proportional to the rate paid by all other customers.

Table 17: Current and Proposed Monthly Commercial Water Rates

Current			Proposed						
Class	Billing Unit	Rate	Class	Billing Unit	Jul 1, 2026	Jul 1, 2027	Jul 1, 2028	Jul 1, 2029	Jul 1, 2030
General Commercial	Toilet	\$31.35	Category A: Bank, gym, industrial, office, retail, storage, warehouse	Per 1,000 square feet	\$15.59	\$18.71	\$21.52	\$23.45	\$25.56
Beauty or Barber Shop	Each	\$33.00	Category B [1]: Auto shop, beauty salon, bowling alley, church, coffee shop, frozen yogurt shop, general commercial, grocery store, medical office or veterinarian, meeting hall, mixed use, theater	Per 1,000 square feet	\$22.74	\$27.29	\$31.38	\$34.21	\$37.28
Church	Each	\$33.00							
Hall	Each	\$33.00							
Restaurant	Seat	\$3.30	Category C: Fast food, mortuary, restaurant	Per 1,000 square feet	\$28.59	\$34.30	\$39.45	\$43.00	\$46.87
Restaurant (over 100 seats)	Seat	\$1.65							
Restaurant Banquet Room	Each	\$33.00							
Restaurant Outside	Seat	\$1.65							
General Commercial (mortuary)	Toilet	\$31.35							
Brewery	1KBL/Yr	\$6.60	Same as billing method as current		\$6.50	\$7.80	\$8.97	\$9.77	\$10.65
Car Wash	Stall	\$99.00	Same as billing method as current		\$93.56	\$112.26	\$129.11	\$140.73	\$153.38
Fair Grounds	Each	\$165.00	Same as billing method as current		\$236.50	\$283.76	\$326.35	\$355.73	\$387.71
Gas Station	Island	\$13.20	Same as billing method as current		\$16.89	\$20.27	\$23.31	\$25.41	\$27.69
Hospital	Bed	\$11.55	Same as billing method as current		\$11.69	\$14.03	\$16.14	\$17.59	\$19.17
Hotel Room	Each	\$8.25	Same as billing method as current		\$11.69	\$14.03	\$16.14	\$17.59	\$19.17
Irrigation [2]	Acre	\$9.90	Same as billing method as current		\$220.90	\$265.05	\$304.83	\$332.28	\$362.15
Laundromat	Washer	\$23.10	Same as billing method as current		\$18.19	\$21.83	\$25.10	\$27.36	\$29.82
School	Student	\$1.32	Same as billing method as current		\$1.30	\$1.56	\$1.79	\$1.95	\$2.13
Trailer Dump Facility	Each	\$66.00	Same as billing method as current		\$62.37	\$74.84	\$86.07	\$93.82	\$102.25
Closed Business	Each	\$33.00	Billed at 80% of applicable rates listed above [3]						
Special Circumstance	Per gallon		New		\$0.13	\$0.16	\$0.18	\$0.20	\$0.21

1KBL/Yr – thousand barrels per year

1 - Cafes, coffee shops, frozen yogurt shops, and gas stations that serve prepackaged food, do not have grease traps, and do not cook fresh food onsite are included in Category B.

2 - The irrigation rate will be applied to non-single family residential parcels greater than 1 acre. The irrigation rate will be charged to landscaped or irrigated areas only. Non-irrigated areas of the parcel such as buildings, parking lots, walkways, or gravel areas are exempt from paying irrigation charges.

3 - Closed businesses with intact water lines will be billed 80% of the applicable rate the business would have been billed as an active business.

Table 18: Commercial Water Bill Impacts

Class	Billing Unit	Current Rate	Proposed July 1, 2026 Rate	% Change
Brewery	1KBL/Yr	\$6.60	\$6.50	-2%
Car Wash	Stall	\$99.00	\$93.56	-5%
Fair Grounds	Each	\$165.00	\$236.50	43%
Gas Station	Island	\$13.20	\$16.89	28%
Hospital	Bed	\$11.55	\$11.69	1%
Hotel Room	Each	\$8.25	\$11.69	42%
Irrigation	Acre	\$9.90	\$220.90	2131%
Laundromat	Washer	\$23.10	\$18.19	-21%
School	Student	\$1.32	\$1.30	-2%
Trailer Dump Facility	Each	\$66.00	\$62.37	-6%

1KBL/Yr – thousand barrels per year

Table 19: Example Category A, B, and C Commercial Water Bill Impacts

	Current			Proposed – July 1, 2026		
	Billing Units	Monthly Rate (\$/toilet or seat)	Total Bill	Billing Units	Monthly Rate (\$/1,000 sq ft)	Total Bill
Category A 3,000 sq ft office with 2 toilets	2 toilets	X \$31.35	\$62.70	3,000 sq ft	X \$15.59	\$46.77
				<i>Change from Current</i>		<i>-25%</i>
Category B 25,000 sq ft grocery store with 10 toilets	10 toilets	X \$31.35	\$313.50	25,000 sq ft	X \$22.74	\$568.50
				<i>Change from Current</i>		<i>81%</i>
Category C 8,000 sq ft restaurant with 90 seats	90 Seats	X \$3.30	\$297.00	8,000 sq ft	X \$28.59	\$228.72
				<i>Change from Current</i>		<i>-23%</i>

SECTION 5: SEWER COST OF SERVICE

Following the same process as the analysis of the water system's cost of service, the sewer utility's cost of service is developed in this section based on FY2024/25 actuals, the FY2025/26 budget, the City's capital improvement plan, and input from staff to produce rates that will be necessary to recover only the actual cost of the sewer service per parcel.

5.1 Sewer System Overview

The sewer utility's purpose is to collect, treat, and dispose of residential and commercial wastewater in an environmentally safe manner. This process is closely monitored by several State of California regulatory agencies to guarantee compliance with Federal and State mandates. The City's collection system consists of about 16 miles of pipe and one lift station. The City owns and operates a municipal wastewater treatment facility with a permitted capacity of 1.6 million gallons per day (MGD). Treatment begins with a headworks facility and primary clarification, followed by lagoon-based wastewater stabilization using one aerated pond and two facultative ponds in series. Secondary effluent is discharged for flood irrigation, while three additional ponds provide storage. Primary sludge is treated through anaerobic digestion and then dried on sludge beds before the biosolids are off-hauled to a landfill.

5.2 Revenues

The City's revenues consist of sewer service charges, interest income, customer penalties, and miscellaneous income. This fiscal year, the City also expects to secure grant revenue of \$675,000 consisting of \$375,000 of Clean Water State Revolving Fund reimbursements for BAWA expenses and \$300,000 of cured-in-place pipeline disaster funds. Excluding grants, total projected sewer system revenues are about \$1.57 million for FY2025/26. Over the next five years, interest income is projected based on 5% of the City's beginning reserve fund balance each year. Fees and other revenues are projected at \$7,000 annually. A series of two 10% rate revenue increases followed by three 9% rate revenue increases are proposed to go into effect each July 1 from 2026 through 2030 to fund the costs described below.

5.3 Expenses

5.3.1 Operating Costs

Operating cost estimates for the next five years are provided in Table 20. The sewer utility has the same cost categories as the water utility with the addition of fees paid for BAWA membership. Beginning in FY2026/27, costs are projected to escalate annually at the same percentages as costs for the water utility.

Table 20: Sewer Operating Cost Projection

	Budget	Escalation	Projected				
	FY2025/26		FY2026/27	FY2027/28	FY2028/29	FY2029/30	FY2030/31
Salaries & Benefits [1]	\$688,200	8.0%	\$743,300	\$802,800	\$867,000	\$936,400	\$1,011,300
New Staff [2]		8.0%	\$50,800	\$54,900	\$59,300	\$64,000	\$69,100
Utilities	\$28,400	5.0%	\$29,800	\$31,300	\$32,900	\$34,500	\$36,200
Administration	\$22,600	5.0%	\$23,700	\$24,900	\$26,100	\$27,400	\$28,800
Professional Services	\$71,400	5.0%	\$75,000	\$78,800	\$82,700	\$86,800	\$91,100
Operations	\$106,700	5.0%	\$112,000	\$117,600	\$123,500	\$129,700	\$136,200
City Cost Plan	\$165,900	5.0%	\$174,200	\$182,900	\$192,000	\$201,600	\$211,700
BAWA	\$88,800	5.0%	\$93,200	\$97,900	\$102,800	\$107,900	\$113,300
Depreciation	<u>\$140,000</u>	5.0%	<u>\$147,000</u>	<u>\$154,400</u>	<u>\$162,100</u>	<u>\$170,200</u>	<u>\$178,700</u>
Total Operating Expenses	\$1,312,000		\$1,449,000	\$1,545,500	\$1,648,400	\$1,758,500	\$1,876,400

Includes depreciation which is a non-cash expense

1 - Reflects updated OPEB expenses provided by City staff

2 - 35% of a Full Time Equivalent (FTE)

5.3.2 Sewer Capital Improvement Plan

The City's most significant upcoming capital improvement is consolidation of treatment systems under BAWA's management. Construction of the new joint treatment plant is planned for FY2032/33 which is outside the five-year rate adoption timeline permitted under Proposition 218. However, the City will incur costs over the next five years for land acquisition, planning, and design. Some of these costs may be grant funded or shared between the City, Eastern Sierra CSD, and the Bishop Paiute Tribe. Table 21 provides a detailed breakdown of the City's share of BAWA capital expenses over the next five years as well as other infrastructure and equipment needs. Costs shown are the City's estimated costs net of any grant funding. For example, the City expects to conduct cured-in-place pipeline repairs over the next five years that will be fully grant funded; these projects are excluded from Table 21 as they have no impact on needed rate revenues. Table 22 provides an abbreviated summary of rate funded capital needs as well as a summary of projects which are expected to be grant or loan funded.

The City's sewer system CIP consists of about \$2.68 million of projects over the next four years (FY2026/27 to FY2029/30) that the City must cash fund or finance. An additional \$6.36 million in project costs are expected to be financed through grants or loans. It is proposed that the City finances \$1.35 million of projects, about half the rate-funded portion of the CIP and uses cash to fund the remaining \$1.33 million in CIP costs.

Table 21: Sewer System Capital Improvement Costs (Detailed)

Type	Project Name & Description	FY2025/26	FY2026/27	FY2027/28	FY2028/29	FY2029/30	Total Cost
BAWA (Rate Funded Portion) [1]	Planning & Design of New WWTP	0	0	0	657,500	0	657,500
Vehicles & Equip	Flatbed F-550 Maintenance/Plow Truck (x2)	32,000	0	0	0	39,000	71,000
Vehicles & Equip	10 yd. Dump/Snow Plow Truck	0	50,000	0	0	0	50,000
Vehicles & Equip	Sludge Pump VFD Replacements	0	50,000	0	0	0	50,000
Sewer Line Replacement	Hammond 4 Inch	0	250,000	0	0	0	250,000
Deferred Maintenance	Johnston Dr. Lift Station building	0	200,000	0	0	0	200,000
Vehicles & Equip	Front End Loader	0	0	81,000	0	0	81,000
Sewer Line Replacement	S. 3rd Belly Replacement	0	0	410,000	0	0	410,000
BAWA (Rate Funded Portion)	Land Acquisition from LADWP for disposal fields [2]	0	0	343,000	0	0	343,000
Cured-in-place pipe	Grove Schools to Home	0	0	0	130,000	0	130,000
Cured-in-place pipe	Clarke Sewer Replacement 1	0	0	0	430,000	0	430,000
Vehicles & Equip	Forklift	0	0	0	28,000	0	28,000
Vehicles & Equip	Air Compressor	0	0	0	8,000	0	8,000
Total Rate Funded		\$32,000	\$550,000	\$834,000	\$1,253,500	\$39,000	\$2,708,500

1 – State Revolving Funding total is \$2.411M, leaving a funding gap of \$1.315M to complete the project. Costs shown reflect full amount for grant funding (\$2.411M) and half the amount of the funding gap (\$657,000) all shown in FY2028/29. Total anticipated cost of project is \$3.726M.

2 – Total anticipated price of land acquisition for 202.09 acres land and a 7.81 acre access easement is \$686,000. Cost shown reflects half of the total purchase price.

Table 22: Summary of Sewer Capital Improvements

Category	FY2025/26	FY2026/27	FY2027/28	FY2028/29	FY2029/30	4-Year Cost FY2026/27 to FY2029/30
Rate Funded Projects						
Collection System	0	250,000	410,000	560,000	0	1,220,000
Lift Station	0	200,000	0	0	0	200,000
Facilities & Equip	32,000	100,000	81,000	36,000	39,000	256,000
BAWA [1] [2]	<u>0</u>	<u>0</u>	<u>343,000</u>	<u>657,500</u>	<u>0</u>	<u>1,000,500</u>
Total Rate Funded	32,000	550,000	834,000	1,253,500	39,000	2,676,500
Grant/Loan Funded						
Collection System	461,000	4,149,000	0	0	0	4,149,000
Lift Station	0	0	0	0	0	0
Facilities & Equip	0	100,000	0	0	0	100,000
BAWA [1] [2]	<u>300,000</u>	<u>750,000</u>	<u>750,000</u>	<u>611,000</u>	<u>0</u>	<u>2,111,000</u>
Total Grant/Loan Funded	761,000	4,999,000	750,000	611,000	0	6,360,000
Total All Projects	\$793,000	\$5,549,000	\$1,584,000	\$1,864,500	\$39,000	\$9,036,500

1 - State Revolving Funding total for planning and design of new WWTP is \$2.411M, leaving a funding gap of \$1.315M to complete the project. Costs shown reflect full amount for grant funding (\$2.411M) and half the amount of the funding gap (\$657,500) all shown in FY2028/29. Total anticipated cost of project is \$3.726M.

2 - Total anticipated price of land acquisition for 202.09 acres land and a 7.81 acre access easement is \$686,000. Cost shown reflects half of the total purchase price.

5.3.3 Debt Service and Capital Project Funding

As with the water utility, it is proposed that the sewer utility fund a portion of its capital needs via financing. It is proposed that the City issue a \$1.35 million loan to fund the lift station building and pipeline improvements. It is assumed that the remainder of the projects will be pay-go funded (i.e. cash funded). This potential future financing will result in a new debt service cost of about \$62,000 per year. The Sewer Fund has no other debt. In addition to the debt service costs, ratepayers will cash fund about \$332,000 in capital projects each year. The total annual cost to the ratepayers is \$394,000, see Table 23. These costs are proposed to continue into FY2030/31 (i.e. one year beyond the CIP planning horizon) to account for future projects that have not yet been identified.

Table 23: Proposed Sewer CIP Funding

ANNUAL FUNDING	
Annual Cost to Ratepayers	\$394,000
Made up of	
Debt Service [1]	\$62,000
CIP Cash Funding	\$332,000
TOTAL FUNDING FY2025/26 to FY2029/30	
New Debt Proceeds	\$1,350,000
Cash Funding	<u>\$1,328,000</u>
Total (goal is \$2.677M) [2]	\$2,678,000
BAWA Reserve	\$1,000,000

1 - \$1.35M loan at 3.375% interest over 40 years compounded annually

2 - The capital funding target is \$2.677M. For financial planning purposes and due to rounding, rate revenues will generate about \$2.678M through FY2029/30. The excess amount of \$1,000 will be deposited into the Sewer Fund reserves and used for the benefit of the ratepayers.

5.3.4 Reserves

The Sewer Fund reserve balance at the start of FY2025/26 is about \$2.79 million. Similar to the Water Fund, it is recommended that the Sewer Fund maintain a balance equal to 50% of operations and maintenance costs plus annual debt service costs plus \$700,000 of emergency capital costs. The recommended fund target for FY2025/26 is about \$1.36 million, meaning existing reserves are well above the target. Over the next five years, it is projected that the Sewer Fund will maintain a strong financial position and conclude FY2030/31 with about \$1.7 million in its existing reserve account plus a new BAWA reserve.

In addition to the existing reserve account, it is proposed that the City establish a BAWA consolidation reserve account. The rates recommended in this study will accumulate \$1 million for the BAWA reserve by FY2030/31. The new reserve will give the City financial runway to manage construction of the new

treatment plant. It is likely that the treatment plant will be partially grant funded and partially financed. The City may need funds on hand such as working cash to pay contractors before grant or loan reimbursements are received. The BAWA reserve could also help the City manage cost overruns, unpredictable or high interest rates, and/or fund contingencies.

5.4 Cash Flow Projection

Figure 7 and Table 24 provides the five-year cash flow spanning from FY2025/26 to FY2030/31. From FY2026/27 to FY2027/28, 10% annual rate revenue increases are proposed and from FY2028/29 to FY2030/31, 9% annual rate revenue increases are proposed to fund operating costs, capital costs, future debt service, and accumulate a \$1 million BAWA reserve. Rate increases are proposed to take effect each July 1 from 2026 through 2030. The proposed rates and rate design are described in more detail in the following section.

Figure 7: Sewer Cash Flow Chart

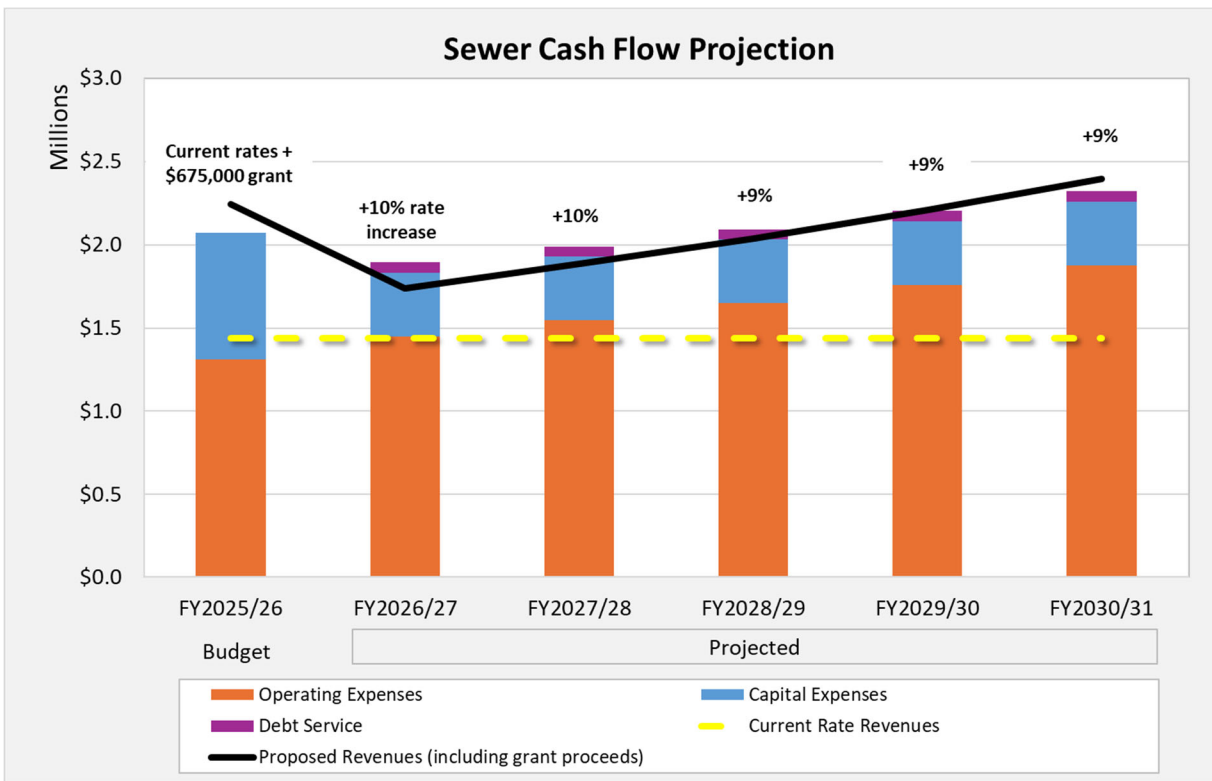


Table 24: Sewer Cash Flow Projection

	Budget	Projected: Prop 218 Period				
	FY2025/26	FY2026/27	FY2027/28	FY2028/29	FY2029/30	FY2030/31
Rate Increase	0%	10%	10%	9%	9%	9%
Beginning Fund Balance [1]	\$2,786,000	\$2,957,700	\$2,801,300	\$2,698,800	\$2,644,800	\$2,648,700
REVENUES						
Grants	675,000	0	0	0	0	0
Sewer Rate Revenues	1,437,900	1,581,700	1,739,900	1,896,500	2,067,200	2,253,200
Interest	121,800	147,900	140,100	134,900	132,200	132,400
Penalties & Misc Revenues	<u>7,000</u>	<u>7,000</u>	<u>7,000</u>	<u>7,000</u>	<u>7,000</u>	<u>7,000</u>
Total Revenues	2,241,700	1,736,600	1,887,000	2,038,400	2,206,400	2,392,600
EXPENSES						
<i><u>Operating Expenses</u></i>						
Salaries & Benefits	688,200	743,300	802,800	867,000	936,400	1,011,300
New Staff Member	0	50,800	54,900	59,300	64,000	69,100
Utilities	28,400	29,800	31,300	32,900	34,500	36,200
Administration & Lease	22,600	23,700	24,900	26,100	27,400	28,800
Professional Services	71,400	75,000	78,800	82,700	86,800	91,100
Operations	106,700	112,000	117,600	123,500	129,700	136,200
City Cost Plan	165,900	174,200	182,900	192,000	201,600	211,700
BAWA	88,800	93,200	97,900	102,800	107,900	113,300
Depreciation	<u>140,000</u>	<u>147,000</u>	<u>154,400</u>	<u>162,100</u>	<u>170,200</u>	<u>178,700</u>
Subtotal Operating	1,312,000	1,449,000	1,545,500	1,648,400	1,758,500	1,876,400
Net Operating Revenues [2]	254,700	287,600	341,500	390,000	447,900	516,200
<i><u>Non-Operating Expenses</u></i>						
Capital Improvements [3]	718,000	332,000	332,000	332,000	332,000	332,000
BAWA Reserve	0	0	0	0	0	1,000,000
Capital Equipment	40,000	50,000	50,000	50,000	50,000	50,000
Debt Service [4]	<u>0</u>	<u>62,000</u>	<u>62,000</u>	<u>62,000</u>	<u>62,000</u>	<u>62,000</u>
Subtotal Non-Operating	758,000	444,000	444,000	444,000	444,000	1,444,000
Total Expenses	2,070,000	1,893,000	1,989,500	2,092,400	2,202,500	3,320,400
Total Net Revenues	171,700	(156,400)	(102,500)	(54,000)	3,900	(927,800)
Ending Fund Balance	\$2,957,700	\$2,801,300	\$2,698,800	\$2,644,800	\$2,648,700	\$1,720,900
Target Reserve Balance [5]	1,356,000	1,486,500	1,534,800	1,586,200	1,641,300	1,700,200
Target Met?	yes	yes	yes	yes	yes	yes
Debt Service Coverage		4.64	5.51	6.29	7.22	8.33

See footnotes on the following page

Notes for Table 24

- 1 - Estimated FY 2025/26 starting cash balance; includes restricted funds
- 2 - Does not include loan proceeds or grants
- 3 - FY2025/26 cost is from the City's approved budget: \$300,000 for CIPP disaster funds planning & design, \$375,000 for BAWA planning and design, \$43,000 pump at lift station, building rehab, VFD at sewer plant. These projects are noted as potentially reimbursable.
- 4 - For future loan of \$1.35M at 3.375% over 40 years
- 5 - 50% of operating expenses + annual debt service cost + \$700,000 of emergency capital funding

SECTION 6: SEWER COST ALLOCATION

The prior section determined the total cost of providing sewer service to customers. In this section, the cost of service is allocated to rates to fairly recover costs based on how customers use the system, and in any event not to exceed the proportional cost of the sewer service attributable to each parcel.

6.1 Methodology

The revenue requirements of the Sewer Fund and the determination of the sewer flows and loadings of the wastewater utility provide the basis for performing the cost of service analysis. The concept of proportionate allocation to each customer class indicates that allocations should take into consideration the quantity of effluent a customer contributes in addition to the strength of that sewer effluent.

The key factors used to assign sewer utility costs are estimated effluent (flow) going to the wastewater treatment plant and effluent strengths, measured in biochemical oxygen demand (BOD) and total suspended solids (TSS). Higher levels of BOD or TSS equate to increased treatment costs.

6.2 Proposed Cost Allocation

Table 25 provides the results of the cost allocation analysis. Projected sewer operating expenses are allocated to the customer service, flow, BOD, and TSS parameters with FY2026/27 serving as the test year. Most line-items are allocated 60% to flow, 20% to BOD, and 20% to TSS based on an industry-typical methodology. Utility costs are allocated 80% to flow reflecting the increased cost to move sewage throughout the system. The City's overhead cost allocation expense is also allocated more heavily to flow reflecting the administrative and customer service issues that are more tied to the volume of discharge rather than treatment of pollutants. In total, 62.7% of wastewater utility costs are proposed to be allocated to flow, 18.7% to BOD, and 18.7% to TSS.

Table 25: Sewer Cost Allocation

Expenses	Budget 2026/27	Flow	BOD	TSS
Operating Expenses				
Salaries & Benefits	\$743,300	60.0%	20.0%	20.0%
New Staff Member	\$50,800	60.0%	20.0%	20.0%
Utilities	\$29,800	80.0%	10.0%	10.0%
Administration & Lease	\$23,700	100.0%	0.0%	0.0%
Professional Services	\$75,000	60.0%	20.0%	20.0%
Operations	\$112,000	60.0%	20.0%	20.0%
City Cost Plan	\$174,200	80.0%	10.0%	10.0%
BAWA	\$93,200	60.0%	20.0%	20.0%
<u>Depreciation</u>	<u>\$147,000</u>	<u>60.0%</u>	<u>20.0%</u>	<u>20.0%</u>
Subtotal O&M	\$1,449,000	\$919,680	\$264,660	\$264,660
Non-Operating Expenses				
Capital Projects (TBD)	\$332,000	<u>60.0%</u>	<u>20.0%</u>	<u>20.0%</u>
(5-year Avg)		\$199,200	\$66,400	\$66,400
Debt Service	\$62,000	<u>60.0%</u>	<u>20.0%</u>	<u>20.0%</u>
(5-year Avg)		\$37,200	\$12,400	\$12,400
Total Sewer Expenses	\$1,843,000	\$1,156,080	\$343,460	\$343,460
Total Cost Allocation		62.7%	18.6%	18.6%

SECTION 7: SEWER RATE DESIGN

This section describes the development of rates to recover the flow, BOD, and TSS expenses allocated in the prior section.

7.1 Assignment of Sewer EDUs and Proposed Rate per EDU

Like the water rate design, the proposed sewer rate design is based on the allocation of EDUs to various customer classes. For the sewer utility, EDUs are allocated based on estimated sewer flow or discharge expressed in gallons per day (gpd) and pollutant strength expressed as milligrams per liter (mg/l) compared to the flow and strength of a single family residential customer. One sewer EDU is defined as 185 gpd of discharge and 260 mg/l of BOD and TSS. The weighting of these factors and their relative impact on rates is taken from Table 25. The calculation of sewer EDUs per billing unit is provided below.

Table 26: Sewer EDU Calculation

$$EDU \text{ per Billing Unit} = \frac{Flow_{gpd}}{185 \text{ gpd}} \times \left(62.7\% + \left[18.7\% \times \frac{BOD \text{ mg/l}}{260 \text{ mg/l}} \right] + \left[18.7\% \times \frac{TSS}{260 \text{ mg/l}} \right] \right)$$

BOD – biochemical oxygen demand
EDU – equivalent single family dwelling
gpd – gallons per day
mg/l – milligrams per liter
TSS – total suspended solids

The assignment of EDUs to various customer classes is provided in Table 27 using the equation shown in Table 26. As with the water utility, it is proposed that attached and detached multiple family customers be merged into a single multiple family class. Moreover, about half of the commercial customers will be transitioned into Category A: low strength/low intensity use, Category B: medium strength/medium intensity use, and Category C: high strength/high intensity use. Based on the proposed allocation, the sewer utility will gain about 65 EDUs. The growth in sewer EDUs is due to the new proposed methodology whereby high intensity customers are allocated additional EDUs based on their sewer pollutant strength factors. The change in EDUs is different from the water utility which has a proposed loss of 17 EDUs. Pollutant strength does not factor into the water EDU calculation.

Table 27: Proposed Sewer EDU Allocation

Customer Class	Billing Units	Count	Flow 62.7% gallons per day	BOD 18.7% mg/L	TSS 18.7% mg/L	Proposed EDUs per Billing Unit	Total EDUs
RESIDENTIAL							
Single Family Residence	per dwelling unit	532	185	260	260	1.00	532.0
LI Single Family Senior Residence	per dwelling unit	6	135	260	260	0.73	4.4
Multiple Family Residence	per dwelling unit	1,392	135	260	260	0.73	1,016.2
LI Multiple Family Senior Residence	per dwelling unit	24	100	260	260	0.54	13.0
TOTAL RESIDENTIAL							1,565.6
COMMERCIAL							
<i>Rate categories that are proposed to remain the same</i>							
Brewery (with pretreatment)	1KBL/Yr	1	40	260	260	0.22	0.2
Car Wash	Stall	11	550	260	260	2.97	32.7
Fair Grounds	each	1	1400	260	260	7.57	7.6
Gas Station	Island	39	100	260	260	0.54	21.1
Hospital	Bed	136	70	260	260	0.38	51.7
Hotel Room	Each	878	70	260	260	0.38	333.6
Laundry and Laundromat	Washer	53	110	550	370	0.77	40.8
School	Student	1,959	8	260	260	0.04	78.4
Trailer Dump Facility	Each	2	370	260	260	2.00	4.0
<i>New or revised categories</i>							
Category A:							
Bank, office, gym, industrial, retail, storage, warehouse	1,000 sq ft	1020	70	150	175	0.33	336.6
Category B:							
Auto shop, beauty salon, bowling alley, church, coffee shop, frozen yogurt shop, general commercial, grocery store, medical office or veterinarian, meeting hall, mixed use, theater	1,000 sq ft	448	110	350	350	0.67	300.2
Category C:							
fast food, mortuary, restaurant	1,000 sq ft	101	150	800	800	1.44	145.4
TOTAL COMMERCIAL							1,352.3
TOTAL ALL CUSTOMERS							2,917.9

1KBL/Yr – thousand barrels per year

LI – low income

Current EDUs 2,853

The proposed sewer rate per EDU over the next five years is calculated in Table 28. The proposed annual rate revenue calculated in the cash flow in Table 24 is divided by the number of EDUs shown in Table 27. FY2026/27, total rate revenue is proposed to increase by 10%. However, the rate per EDU is proposed to increase by only about 8% in the first year due to the gain of about 65 EDUs.

Table 28: Sewer Rate per EDU

	Current	Projected: Prop 218 Period				
	FY2025/26	FY2026/27	FY2027/28	FY2028/29	FY2029/30	FY2030/31
Rate Revenue Increase		10%	10%	9%	9%	9%
Rate Revenue (Table 24)	\$1,437,900	\$1,581,700	\$1,739,900	\$1,896,500	\$2,067,200	\$2,253,200
Total EDUs	2,853	2,918	2,918	2,918	2,918	2,918
Monthly Rate per EDU	\$42.00	\$45.17 8%	\$49.69 10%	\$54.16 9%	\$59.04 9%	\$64.35 9%

7.2 Proposed 5-Year Schedules of Sewer Rates

The proposed five-year residential rate plan is provided in Table 29 and summarized in

Figure 8. Current and proposed commercial sewer rates are provided in Table 30. Same as the proposed water rate schedule, the proposed commercial sewer rate schedule includes special circumstance rates that are billed on a \$/gallon basis. This rate is for large commercial customers for one-time discharges into the sewer system of domestic strength flow or for other unique circumstances. The rate is calculated as the single family rate divided by 185 gallons of monthly single family flow.

Table 29: Proposed Residential Monthly Sewer Rates (\$/dwelling unit)

Current		Proposed				
Class		Jul 1, 2026	Jul 1, 2027	Jul 1, 2028	Jul 1, 2029	Jul 1, 2030
Single Family	\$42.00	\$45.17 8%	\$49.69 10%	\$54.16 9%	\$59.04 9%	\$64.35 9%
Low Income Senior Single Family	\$31.50	\$32.97 5%	\$36.27 10%	\$39.54 9%	\$43.10 9%	\$46.98 9%
Multiple Family (detached)	\$31.50	\$32.97 5%	\$36.27 10%	\$39.54 9%	\$43.10 9%	\$46.98 9%
Multiple Family (attached)	\$29.40	\$32.97 12%	\$36.27 10%	\$39.54 9%	\$43.10 9%	\$46.98 9%
Low Income Senior Multiple Family (detached)	\$23.62	\$24.39 3%	\$26.83 10%	\$29.25 9%	\$31.88 9%	\$34.75 9%
Low Income Senior Multiple Family (attached)	\$22.05	\$24.39 11%	\$26.83 10%	\$29.25 9%	\$31.88 9%	\$34.75 9%

Figure 8: 5-Year Residential Monthly Sewer Rates

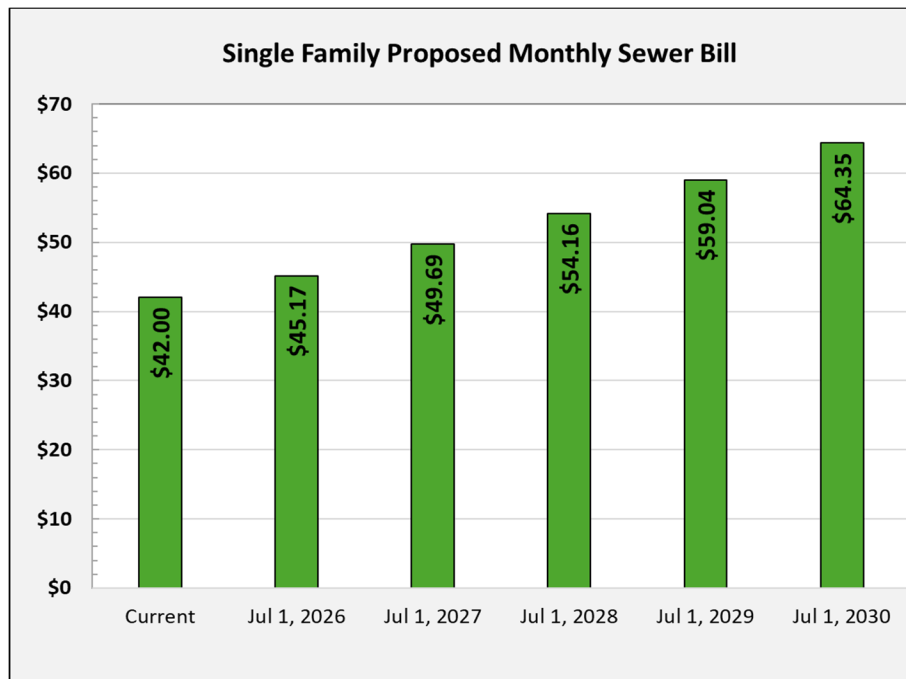


Figure 9 compares the City's current and proposed July 1, 2026 monthly single family residential sewer bill with other local agencies.

Figure 9: Monthly Sewer Bill Survey

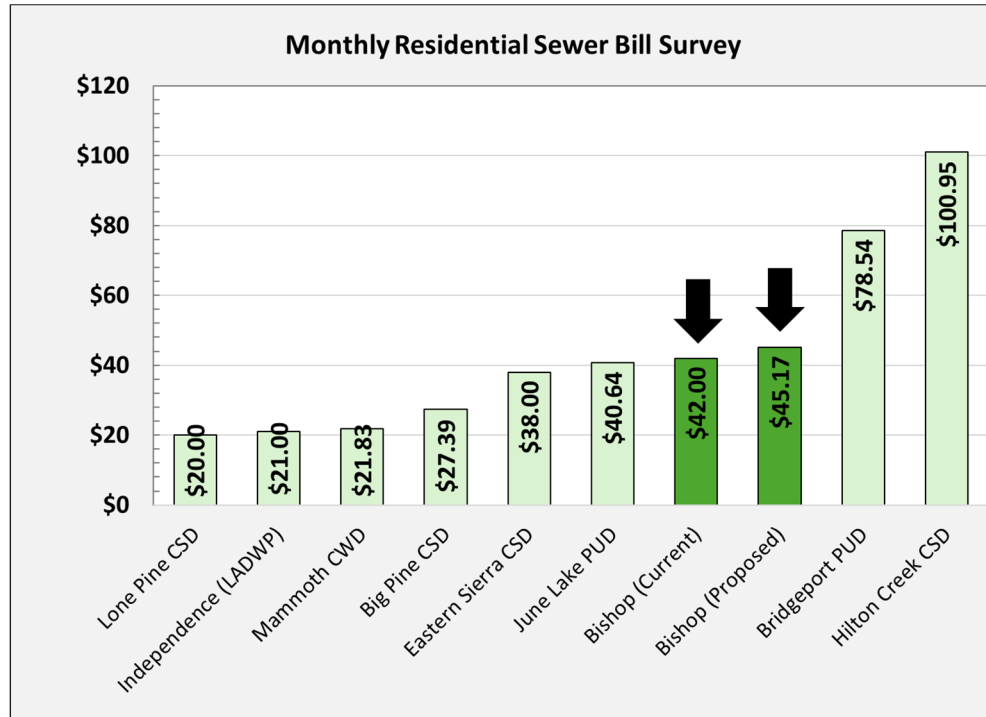


Table 30: Current and Proposed Monthly Commercial Sewer Rates

Current			Proposed						
Class	Billing Unit	Rate	Class	Billing Unit	Jul 1, 2026	Jul 1, 2027	Jul 1, 2028	Jul 1, 2029	Jul 1, 2030
General Commercial	Toilet	\$39.90	Category A: Bank, gym, industrial, office, retail, storage, warehouse	Per 1,000 square feet	\$14.91	\$16.40	\$17.87	\$19.48	\$21.24
Beauty or Barber Shop	Each	\$42.00	Category B [1]: Auto shop, beauty salon, bowling alley, church, coffee shop, frozen yogurt shop, general commercial, grocery store, medical office or veterinarian, meeting hall, mixed use, theater	Per 1,000 square feet	\$30.26	\$33.29	\$36.29	\$39.56	\$43.11
Church	Each	\$42.00							
Hall	Each	\$42.00							
Restaurant	Seat	\$4.20	Category C: Fast food, mortuary, restaurant	Per 1,000 square feet	\$65.04	\$71.55	\$77.99	\$85.02	\$92.66
Restaurant (over 100 seats)	Seat	\$2.10							
Restaurant Banquet Room	Each	\$42.00							
Restaurant Outside	Seat	\$2.10							
General Commercial (mortuary)	Toilet	\$39.90							
Brewery	1KBl/Yr	\$8.40	Same as billing method as current		\$9.94	\$10.93	\$11.92	\$12.99	\$14.16
Car Wash	Stall	\$126.00	Same as billing method as current		\$134.15	\$147.58	\$160.86	\$175.35	\$191.12
Fair Grounds	Each	\$294.00	Same as billing method as current		\$341.94	\$376.15	\$409.99	\$446.93	\$487.13
Gas Station	Island	\$16.80	Same as billing method as current		\$24.39	\$26.83	\$29.25	\$31.88	\$34.75
Hospital	Bed	\$14.70	Same as billing method as current		\$17.16	\$18.88	\$20.58	\$22.44	\$24.45
Hotel Room	Each	\$10.30	Same as billing method as current		\$17.16	\$18.88	\$20.58	\$22.44	\$24.45
Laundromat	Washer	\$29.40	Same as billing method as current		\$34.78	\$38.26	\$41.70	\$45.46	\$49.55
School	Student	\$1.68	Same as billing method as current		\$1.81	\$1.99	\$2.17	\$2.36	\$2.57
Trailer Dump Facility	Each	\$84.00	Same as billing method as current		\$90.34	\$99.38	\$108.32	\$118.08	\$128.70
Closed Business	Each	\$42.00	Billed at 80% of applicable rates listed above [2]						
Special Circumstance	Per gallon		New		\$0.24	\$0.27	\$0.29	\$0.32	\$0.35

1KBL/Yr – thousand barrels per year

1 - Cafes, coffee shops, frozen yogurt shops, and gas stations that primarily serve prepackaged food, do not have grease traps, and do not cook fresh food onsite are included in Category B.

2 - Closed businesses with intact service connections will be billed 80% of the applicable rate the business would have been billed as an active business.

Table 31 provides bill impacts for commercial customers that fall into rate categories that are not proposed to change (i.e. non-Category A, B, or C customers). Table 32 provides examples of bill impacts for commercial customers that fall into Categories A, B, and C which are proposed to change.

Table 31: Commercial Sewer Bill Impacts

Class	Billing Unit	Current Rate	Proposed July 1, 2026 Rate	% Change
Brewery	1KBL/Yr	\$8.40	\$9.94	18%
Car Wash	Stall	\$126.00	\$134.15	6%
Fair Grounds	Each	\$294.00	\$341.94	16%
Gas Station	Island	\$16.80	\$24.39	45%
Hospital	Bed	\$14.70	\$17.16	17%
Hotel Room	Each	\$10.30	\$17.16	67%
Laundromat	Washer	\$29.40	\$34.78	18%
School	Student	\$1.68	\$1.81	8%
Trailer Dump Facility	Each	\$84.00	\$90.34	8%

1KBL/Yr – thousand barrels per year

Table 32: Example Category A, B, and C Commercial Sewer Bill Impacts

	Current			Proposed – July 1, 2026		
	Billing Units	Monthly Rate (\$/toilet or seat)	Total Bill	Billing Units	Monthly Rate (\$/1,000 sq ft)	Total Bill
Category A 3,000 sq ft office with 2 toilets	2 toilets	X \$39.90	\$79.80	3,000 sq ft	X \$14.91	\$44.73
				<i>Change from Current</i>		<i>-44%</i>
Category B 25,000 sq ft grocery store with 10 toilets	10 toilets	X \$39.90	\$399.00	25,000 sq ft	X \$30.26	\$756.50
				<i>Change from Current</i>		<i>90%</i>
Category C 8,000 sq ft restaurant with 90 seats	90 Seats	X \$4.20	\$378.00	8,000 sq ft	X \$65.04	\$520.32
				<i>Change from Current</i>		<i>38%</i>

7.3 Combined Bill Impacts

Table 33 provides combined monthly water and sewer single family residential bill impacts over the five-year rate study period. Figure 10 provides a survey comparing the City of Bishop's combined water and sewer single family residential bill with other local agencies. Table 34 provides combined monthly water and sewer commercial bill impacts for three example customers that fall into rate categories which are proposed to change (i.e. Category A, B, and C customers).

Table 33: Combined Single Family Residential Bill Impacts

	Current	Proposed Monthly Combined Water and Sewer Bill				
		Jul 1, 2026	Jul 1, 2027	Jul 1, 2028	Jul 1, 2029	Jul 1, 2030
Water Bill	\$33.00	\$45.48	\$54.57	\$62.76	\$68.41	\$74.56
Sewer Bill	<u>\$42.00</u>	<u>\$45.17</u>	<u>\$49.69</u>	<u>\$54.16</u>	<u>\$59.04</u>	<u>\$64.35</u>
Total	\$75.00	\$90.65	\$104.26	\$116.92	\$127.45	\$138.91
% Change		20.9%	15.0%	12.1%	9.0%	9.0%

Figure 10: Combined Monthly Bill Survey

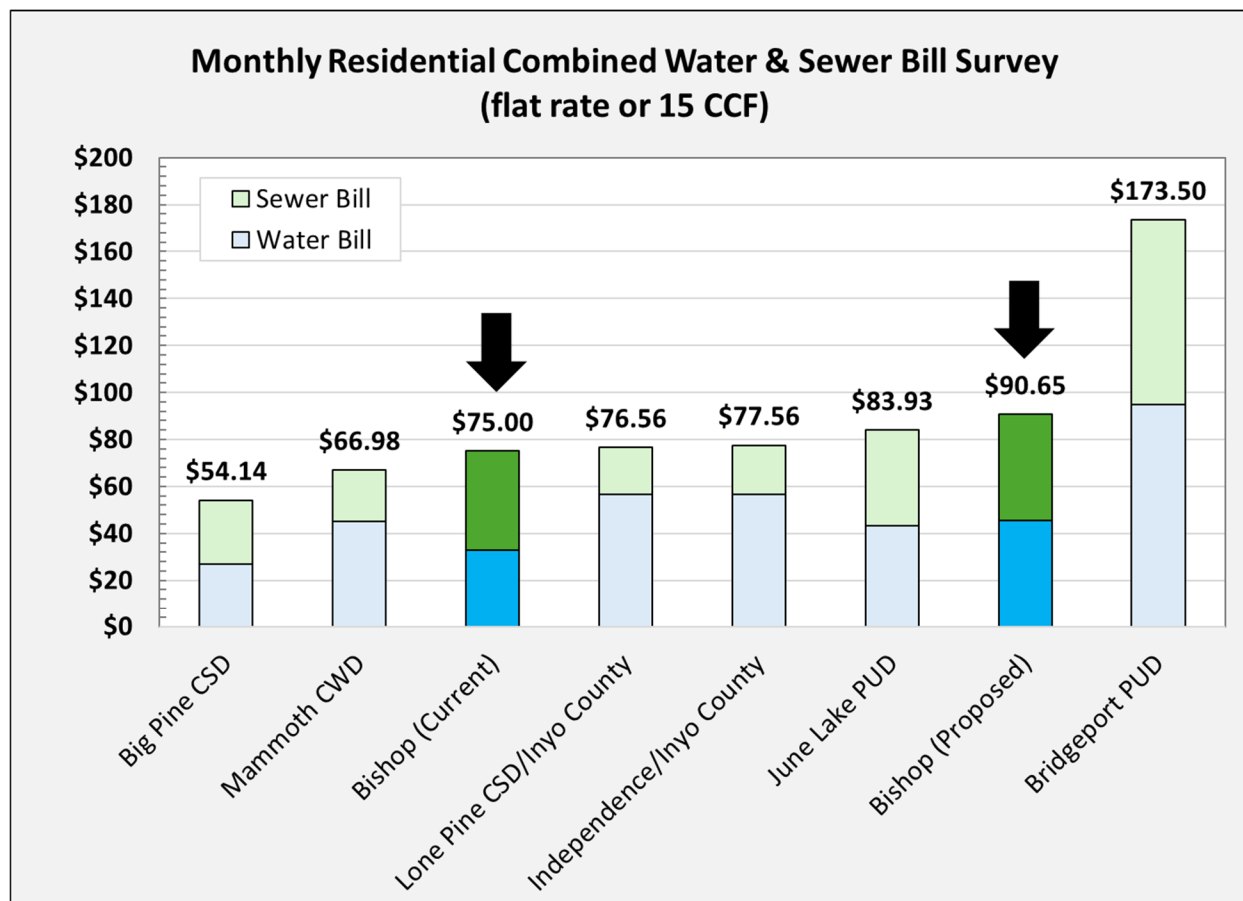


Table 34: Example Combined Commercial Bill Impacts

3,000 sq ft office with 2 toilets

Current				Proposed – July 1, 2026			
Billing Units		Monthly Rate (\$/toilet)	Total Bill	Billing Units		Monthly Rate Category A (\$/1,000 sq ft)	Total Bill
Water	2 toilets	X \$31.35	\$62.70	Water	3,000 sq ft	X \$15.59	\$46.77
Sewer	2 toilets	X \$39.90	<u>\$79.80</u>	Sewer	3,000 sq ft	X \$14.91	<u>\$44.73</u>
Total Current Monthly Bill			\$142.50	Total Proposed July 1, 2026 Monthly Bill			\$91.50
Change from Current							-36%

25,000 sq ft grocery store with 10 toilets

Current				Proposed – July 1, 2026			
Billing Units		Monthly Rate (\$/toilet)	Total Bill	Billing Units		Monthly Rate Category B (\$/1,000 sq ft)	Total Bill
Water	10 toilets	X \$31.35	\$313.50	Water	25,000 sq ft	X \$22.74	\$568.50
Sewer	10 toilets	X \$39.90	<u>\$399.00</u>	Sewer	25,000 sq ft	X \$30.26	<u>\$756.50</u>
Total Current Monthly Bill			\$712.50	Total Proposed July 1, 2026 Monthly Bill			\$1,325.00
Change from Current						86%	

8,000 sq ft restaurant with 90 seats

Current				Proposed – July 1, 2026			
Billing Units		Monthly Rate (\$/seat)	Total Bill	Billing Units		Monthly Rate Category C (\$/1,000 sq ft)	Total Bill
Water	90 seats	X \$3.30	\$297.00	Water	8,000 sq ft	X \$28.59	\$228.72
Sewer	90 seats	X \$4.20	<u>\$378.00</u>	Sewer	8,000 sq ft	X \$65.04	<u>\$520.32</u>
Total Current Monthly Bill			\$675.00	Total Proposed July 1, 2026 Monthly Bill			\$749.04
Change from Current							11%

APPENDIX A

City of Bishop Municipal Code Regrading Low Income Senior Discounts

CHAPTER 13.04. - WATER FACILITIES CHARGES AND REGULATIONS

13.04.091. - Low-income senior citizen rate reductions.

A. Any qualifying applicant who uses water services at the applicant's personal residence may apply for a 25 percent reduction in the monthly water service charge respecting use at that residence only.

Applications for reduced rates shall be on forms supplied by the city. All information required to be given on such forms shall be supplied by the applicant under penalty of perjury.

B. Reduced rates shall be granted qualifying applicants who receive a bill for service directly from the city and file their applications with the finance director.

C. For the purposes of this section, a "qualifying applicant" is any person 65 years of age or older who is a member of a household and who has a verifiable gross income of no more than that specified by the U.S. Department of Housing and Urban Development as "very low income" for the county.

D. The finance director may adopt such rules and regulations, not inconsistent herewith, which the director deems necessary to properly carry out the provisions of this section.

(Code 1985, § 13.04.091; Ord. No. 508, § 1(part), 2004)

CHAPTER 13.08. - SEWER FACILITIES CHARGES AND REGULATIONS

13.08.061. - Low-income senior citizen rate reductions.

A. Any qualifying applicant who receives sewer services at the applicant's personal residence may apply for a 25 percent reduction in the monthly unit sewer service charge respecting use at the residence only.

Applications for reduced rates shall be on forms supplied by the city. All information required to be given on such forms shall be supplied by the applicant under penalty of perjury.

B. Reduced rates shall be granted qualifying applicants who receive a bill for service directly from the city and file their applications with the finance director.

C. For the purposes of this section, a "qualifying applicant" is defined as any household occupied by a person 65 years of age or older who is a member of a household and who has a verifiable gross income of no more than that specified by the U.S. Department of Housing and Urban Development as "very low income" for the county.

D. The finance director may adopt such rules and regulations, not inconsistent herewith, which the director deems necessary to properly carry out the provisions of this section.

(Code 1985, § 13.08.061; Ord. No. 508, § 1(part), 2004; Ord. No. 509, § 1 (part), 2004)



Agenda Item: 11.A
Date of Meeting: February 23, 2026
Department: Finance

STAFF REPORT

To: City Council
From: Ethan Aukee
Subject: **Direction on Updates to the City's Water and Sewer Utility Rate Assistance Program**
Prepared On: February 13, 2026

Background/History:

The City of Bishop currently offers a reduced water and sewer rate for qualifying low-income senior citizens under Title 13 of the Bishop Municipal Code. The existing code provisions limit eligibility to customers aged 65 or older who meet specified income thresholds and other requirements.

Based on previous feedback from City Council, staff has been evaluating updates to this program to better align it with current community needs, administrative best practices, and legal considerations related to enterprise utility funding and Proposition 218. In particular, staff has been developing a framework to:

- Transition the program from an age and income-based discount to solely an income-based assistance program;
- Use enrollment in established state and federal assistance programs as the basis for eligibility verification, rather than creating a new local income verification system; and
- Provide assistance in a manner that is transparent, predictable, and legally defensible for the City's water and sewer enterprise funds.

Analysis/Discussion:

1. Removing the "Senior" Requirement in Title 13

Under the current Bishop Municipal Code, eligibility for reduced water and sewer rates is limited to low-income senior citizens pursuant to BMC Sections 13.04.091 (Water) and 13.08.061 (Sewer). These sections restrict eligibility to customers aged 65 or older who meet specified income and administrative requirements.

Staff is proposing that the City consider revising these sections of Title 13 to remove the age-based requirement and instead base eligibility solely on income qualification, as verified

through participation in specified assistance programs. As part of this update, staff would also propose to clarify and modernize the code language to more clearly reflect existing practice (e.g., explicitly referencing the customer of record), without changing the underlying intent of the program.

This change would:

- Expand eligibility to low-income households regardless of age;
- Align the City's program with common utility assistance models used by other agencies; and
- Simplify administration by relying on existing eligibility determinations made by other programs.

Importantly, the proposed changes would not alter the core structural requirements of the program. The following elements would remain in place:

- The qualifying applicant must be the customer of record for the utility account (currently described in the code as the applicant who "receives a bill for service");
- The discount would apply only to residential utility service; and
- The assistance would apply only to the applicant's primary residence where the customer resides.

Council direction is needed on whether to proceed with this policy shift and instruct staff to prepare a formal ordinance amendment for consideration.

2. Eligibility Verification Through Existing Assistance Programs

Rather than creating a standalone City income verification process, staff proposes using enrollment in existing income-qualified programs as proof of eligibility. Staff is considering the following programs:

- California Alternate Rates for Energy (CARE)
- Family Electric Rate Assistance (FERA)
- CalFresh (SNAP)
- Medi-Cal
- Supplemental Security Income (SSI)
- Social Security Disability Insurance (SSDI)

Using these programs as eligibility qualifiers reduces administrative burden, avoids duplicative income reviews, and relies on established state and federal vetting processes. Acceptable programs should be set by resolution.

Council direction is requested on which programs should be accepted for eligibility verification and instruct staff to prepare a resolution to adopt those programs.

3. Structure and Amount of the Assistance Benefit

Currently, the Municipal Code provides a 25% reduction in applicable charges for qualifying low-income seniors. Staff is recommending a discount structure based on a percentage reduction in applicable charges rather than a fixed dollar amount discount structure. Prior to

program initiation, it is difficult to forecast the extent of customer participation and its effect on the amount of a General Fund subsidy required to carry out the program.

For conceptual purposes, assuming the program discount remains at a 25% rate, staff roughly estimate participation and financial impacts for budgeting purposes in 26-27 as follows:

120 Single Family Residential Participating Customers

\$130,536.00 of annual revenue

\$32,634.00 of annual discount

12 Multi Family Residential Participating Customers (Potential for 88 billed unit charges)

\$70,498.56 of annual revenue

\$17,624.64 of annual discount

\$50,258.64 of annual discount and General Fund subsidy budget in 26-27. Participation levels are uncertain and this amount is forecasted to the best of staff's current ability. A few assumptions were and should be made:

- This calculation is made assuming that the City charges the 26-27 proposed utility rates in fiscal year 26-27. All subsidy budgeting would be based on actual rates charged in a given fiscal year.
- In years subsequent to program implementation, forecasting would become more accurate and program planning would improve.
- Proposed utility rates increase year over year, the subsidy associated with a percentage-based program would increase at the same rate as the utility rates. In other words, one should expect that the budget for a General Fund subsidy will increase year over year if the program is implemented and the proposed rates are adopted.

Council direction is requested on the appropriate level of assistance.

These policy choices will guide staff in finalizing the program design and preparing the necessary ordinance, resolution, and administrative documents for Council consideration at a future meeting.

Impacts to Council Goals and Strategic Planning Priorities:

The utility rate assistance program was not contemplated during strategic planning meetings.

Budget Impacts:

This item is for policy direction only and does not approve or fund any specific assistance level at this time. However, the level of assistance ultimately established by the City Council will have a direct fiscal impact on the General Fund, as the utility rate assistance program will be funded from non-enterprise fund sources. The actual budget impact will depend on the benefit structure, amount of assistance approved by Council, and the number of participating customers.

Legal Review:

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

Recommended Action:

City Council to provide direction to staff regarding:

1. Revising Title 13 of the Bishop Municipal Code to remove the "senior citizen" requirement and transition the program to a low-income, income-qualified assistance program;
2. Identifying which existing income qualified assistance programs shall be used to verify eligibility, to be established by resolution; and
3. Determining the structure and amount of the utility rate assistance benefit (currently 25% for qualifying low-income seniors).

Approved By: Ethan Aukee 2/13/2026

Approved By: Robin Picken 2/17/2026

Approved By: Pam Foster 2/18/2026

Approved By:



Agenda Item: 11.B
Date of Meeting: February 23, 2026
Department: Administration

STAFF REPORT

To: City Council
From: Pam Foster
Subject: **Consideration of an Ad Hoc Committee to Meet with the Bishop Area Chamber of Commerce and Visitor's Center**
Prepared On: February 18, 2026

Background/History:

The City and the Bishop Area Chamber of Commerce and Visitor's Center have historically worked together on initiatives that support economic development, tourism, community events, and the overall vitality of the Bishop community.

Over time, communication gaps and differing expectations have highlighted the need for renewed dialogue and relationship-building. Establishing an ad hoc committee could provide a focused and efficient way to initiate conversations and identify opportunities for improved coordination moving forward.

Analysis/Discussion:

Ad hoc committees are commonly used by councils for short-term, targeted purposes. They are limited in scope and duration and typically dissolve once the assigned task has been completed. If it is determined this committee is effective, it could become a long term committee assignment.

Impacts to Council Goals and Strategic Planning Priorities:

Strong communication with community groups are beneficial for achieving City goals.

Budget Impacts:

There are no fiscal impacts.

Legal Review:

Legal review is not required for this item.

Recommended Action:

Staff recommends the City Council consider whether to create a two-member ad hoc committee, as requested by Mayor Pro Tem Freundt, to meet with the Bishop Area Chamber of Commerce and Visitor's Center. If the Council approves the ad hoc committee, Council should also appoint who should serve on that committee.

Approved By: Pam Foster 2/18/2026

Approved By:

Approved By:

Approved By:



Agenda Item: 11.C
Date of Meeting: February 23, 2026
Department: Community Services

STAFF REPORT

To: City Council
From: Dan McElroy
Subject: **Council Discussion on Six-Court Pickleball Layout for the Lower Courts**
Prepared On: February 18, 2026
Attachments: Bishop Pickleball Layout

Background/History:

At the Bishop City Council meeting held on January 26th, 2026, the City Council held a discussion regarding the striping of the Upper Courts. Through public input gained during this discussion, the City Council gave staff direction to investigate the potential of adding six pickleball courts to the Lower Courts. Per City Council direction, staff reached out to Bishop Union High School Tennis to see if there was any conflict with the layout of six pickleball courts. Staff was also asked to reach out to the Bishop Pickleball Group to look at the layout of six courts. The findings from Bishop Union High School are that the pickleball lines will not affect High School Tennis play, if the lines are a different color. The findings from the Bishop Pickleball Group are that the six-court layout would be possible, if some adjustments are made to create distance from court to court, and would also recommend looking into court dividers and some modifications to the portable pickleball nets to accommodate all six courts.

Analysis/Discussion:

The City Park is a place for many user groups and includes different Paddle Sports that use the Park Courts. Through the Community Service staff investigation, the findings are that a six-court layout on the lower courts would be possible and will provide for more use at our existing courts. Attached is the six-court layout on the Lower Courts provided by the Bishop Pickleball Group. Staff would recommend moving forward with this layout knowing that some modifications will need to be made to accommodate for a six-court layout.

Impacts to Council Goals and Strategic Planning Priorities:

Through these discussions, we are gaining input from the public on future items in the Strategic Plan and Parks Master Plan.

Budget Impacts:

There are no budget impacts.

Legal Review:

Recommended Action:

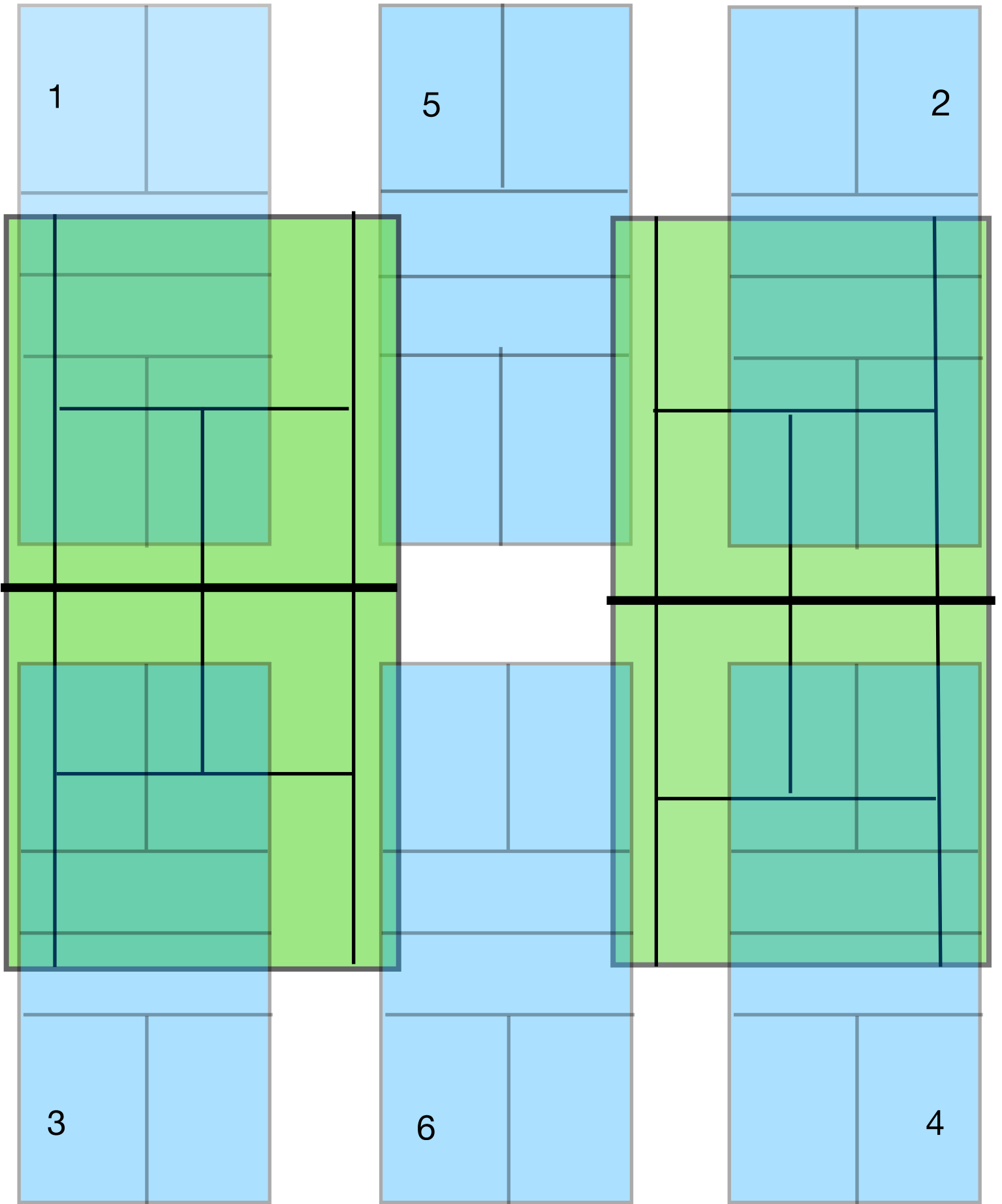
Provide staff direction on the striping of the Upper and Lower courts.

Approved By: Pam Foster 2/18/2026

Approved By:

Approved By:

Approved By:





Agenda Item: 11.D
Date of Meeting: February 23, 2026
Department: Public Works

STAFF REPORT

To: City Council
From: Nora Gamino
Subject: **Consideration of Draft Amended and Restated Joint Powers Agreement for the Bishop Area Wastewater Authority**
Prepared On: February 19, 2026
Attachments: Current BAWA JPA
Draft Amended and Restated BAWA JPA
Ad-Hoc Committee Meeting Minutes

Background/History:

The proposed Amended and Restated Joint Powers Agreement (JPA) is the culmination of a multi-year policy discussion regarding the future governance of the Bishop Area Wastewater Authority (BAWA) and the potential addition of the Bishop Paiute Tribe as a Member Agency.

Discussion of the Tribe becoming a formal member of BAWA began several years ago, with the Tribe's first formal request to join the Authority presented at a BAWA Board meeting on January 16, 2024. Following that request, the BAWA Board held a series of policy discussions regarding potential Tribal inclusion and its implications for BAWA's governance and operations, including meetings on May 7, 2024 and September 17, 2024. After continued discussion and consideration, the BAWA Board, at its December 17, 2024 meeting, voted to initiate the formal process to add the Bishop Paiute Tribe to the JPA.

Following that direction, each of the three agencies, the City of Bishop, Eastern Sierra Community Service District (ESCSD), and the Bishop Paiute Tribe, identified their respective representatives and alternates to serve on an ad-hoc JPA Revision Negotiations Committee. The purpose of this committee was to negotiate and recommend revisions to the JPA that would both accommodate the addition of the Tribe as a Member Agency and update the agreement to reflect BAWA's evolving regional role.

Prior to convening the ad-hoc committee, legal counsel for each agency was engaged to conduct an initial legal review of the existing JPA and to identify key legal and policy issues associated with revising the agreement. This legal review process was largely completed around August 2025.

The ad-hoc committee met between October and December 2025 to review the JPA section-

by-section, incorporate legal counsel feedback, and develop consensus recommendations on core policy and governance issues, including the Authority's purpose, board composition and voting thresholds, funding and cost-sharing concepts, land and asset ownership, and provisions necessary to support the Tribe's participation, including a limited waiver of sovereign immunity.

The current draft Amended and Restated JPA represents the committee's negotiated working draft and is now being presented to each Member Agency's governing body for feedback and consideration. Following receipt of comments from the governing bodies, the ad-hoc committee will reconvene to review that feedback and, as necessary, negotiate and refine the agreement before a final version is presented to each agency's governing body for formal consideration and approval.

Analysis/Discussion:

The ad-hoc JPA Revision Negotiations Committee met on October 9, November 13, and December 11, 2025 to review the agreement section-by-section, incorporate legal counsel feedback, and reach consensus on key policy and governance issues. The committee used these meetings to (1) refine the Authority's purpose, (2) design a governance structure that ensures balanced representation, (3) discuss funding and cost-sharing concepts, (4) address land and asset ownership considerations, and (5) finalize provisions necessary for the Tribe's participation, including a limited waiver of sovereign immunity. The resulting draft reflects the committee's consensus positions and is now being advanced for governing body consideration.

Key changes in the amended and restated JPA:

1. Addition of the Bishop Paiute Tribe as a Member Agency.
The revised JPA expands BAWA from a two-party agreement (City and ESCSD) to a three-party regional authority by adding the Bishop Paiute Tribe as a full member. This change updates definitions, notice provisions, and governance sections to reflect three participating agencies.
2. Governance structure and voting thresholds.
The Board of Directors is expanded to six members, with two representatives from each Member Agency. The agreement introduces a Supermajority requirement (five of six votes) for Board actions and defines a Supermajority as the quorum. These changes were the result of deliberate discussion about avoiding tie votes and ensuring that major decisions require broad, cross-agency consensus.
3. Broadened, future-focused purpose of the Authority.
The prior JPA listed a series of specific projects (e.g., irrigation system, land acquisition, ponds, monitoring wells). The amended JPA replaces that project list with a broader "umbrella" purpose: to jointly plan, finance, design, construct, operate, maintain, and manage regional wastewater treatment and disposal facilities and related infrastructure. The committee intentionally selected this approach to avoid constraining BAWA's mission to a fixed list of projects and to better support long-term regionalization efforts.
4. Funding and cost-sharing framework (policy direction).
The committee discussed the need for a clear and equitable approach to funding BAWA's administrative and project costs, including reference to models used by other regional JPAs (such as ESCOG). While the JPA retains annual budget approval as the primary mechanism for allocating costs, the committee reached conceptual agreement on a base administrative contribution shared among the three agencies and continued use of the budget process for project-specific allocations. This preserves flexibility while

establishing an expectation of equitable participation.

5. Land and asset ownership framework.

The committee evaluated multiple options for how land and future assets should be owned and what would occur upon withdrawal or dissolution. Based on legal input, the group concluded that BAWA holding land and future assets jointly is the most practical long-term structure, and the draft JPA reflects this approach.

6. Limited waiver of sovereign immunity and venue provisions.

Because the Tribe is a party to the agreement, the amended JPA includes a detailed, limited waiver of sovereign immunity for the specific purpose of enforcing the agreement, along with defined venues for dispute resolution. This provision was flagged for legal review in October and subsequently approved by the Tribe's counsel and accepted into the draft. This is a substantive legal addition necessary to ensure enforceability of the agreement among all parties.

In combination, these changes transform BAWA from a project-focused, two-party arrangement into a three-party regional governance entity with a broader mission, a larger and more balanced board, and higher consensus thresholds for decision-making. The revised JPA reflects both the technical and policy discussions of the ad-hoc committee and is intended to provide a durable governance framework for the planning, development, and operation of a regional wastewater treatment system serving the Bishop area.

Impacts to Council Goals and Strategic Planning Priorities:

Objective 3.6 of the Strategic Plan specifically calls for establishment of a new JPA that includes the Bishop Paiute Tribe as a member.

Budget Impacts:

This item is not associated with a specific budget action. Any future financial commitments related to BAWA governance, administration, or capital projects would be subject to separate Council review and approval through the budget process.

Legal Review:

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

Recommended Action:

Provide direction and comments on the draft Amended and Restated BAWA Joint Powers Agreement for return to the ad-hoc committee.

Approved By: Ethan Aukee 2/19/2026

Approved By: Robin Picken 2/19/2026

Approved By: Pam Foster 2/19/26

Approved By:

BISHOP AREA WASTEWATER AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT (“Agreement”), is made and entered into by and between the EASTERN SIERRA COMMUNITY SERVICE DISTRICT (“ESCSD”), organized and existing under the Community Services District Law, Government Code section 61000 *et seq.* and the CITY OF BISHOP (“Bishop”), organized and existing as general law city under the general laws of the state of California. ESCSD and Bishop are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS

- A.** Each Party to this Agreement is a public agency authorized and empowered to contract for the joint exercise of powers under Articles 1 through 4, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California; and
- B.** The Eastern Sierra Community Service District (“ESCSD”) was formed in 1977 for the purposes of providing wastewater collection, treatment and disposal services within its boundaries; and
- C.** ESCSD owns and operates a wastewater collection and treatment system, including a wastewater treatment plant, which plant has a treatment capacity of 0.85 million gallons per day (“MGD”) (“ESCSD Treatment Plant”);
- D.** The City of Bishop (“Bishop”) was incorporated in 1903, and among other municipal services, provides wastewater collection, treatment, and disposal services within the majority of its boundaries; and
- E.** Bishop owns and operates a wastewater collection and treatment system, including a wastewater treatment plant, which plant has a treatment capacity of approximately 1.6 MGD (“Bishop Treatment Plant”); and
- F.** Because of the close proximity of the ESCSD Treatment Plant to the Bishop Treatment Plant (together the “Plants”), ESCSD and Bishop have in the past determined it efficient and cost effective to explore opportunities for collaboration and coordination regarding future expansion of the Plants, and other joint projects to facilitate operation and management of their respective wastewater collection and treatment systems; and
- G.** Additionally, ESCSD and Bishop have jointly met with the Lahontan Regional Water Quality Control Board regarding future regulatory requirements impacting the Bishop and ESCSD wastewater collection and treatment systems for purposes of further identifying opportunities for collaboration and coordination on future projects; and
- H.** To this end ESCSD and Bishop have conducted the following joint studies (“Joint Studies”):

- Joint Treatment and Nutrient Removal – Feasibility Report, 2016
 - Inter-System Sewer Connections Feasibility Study City of Bishop, California, 2009
 - Land Area Calculations for Acquisition Alternatives – Resource Concepts Inc. (RCI), October 2019-Ongoing
- I.** The Joint Studies have identified various opportunities for collaboration and coordination, including but not limited to interconnection of the Plants to facilitate treatment of wastewater collected within both ESCSD’s and Bishop’s service areas, and the proposed Irrigation and Nutrient Removal Improvement Project; and
- J.** ESCSD and Bishop have also previously collaborated for the benefit of their respective residents as memorialized in various agreements, including, but not limited to, the “Agreement Respecting Sewer Services” dated May 1994, and the “Agreement to Furnish Water to Eastern Sierra Community Service District Wastewater Treatment Plant” dated April 2004; and
- K.** ESCSD and Bishop desire to build upon the past joint efforts to pursue both the interconnection of the Plants to facilitate treatment of wastewater, and the sprinkler irrigation program as a means of disposing of treated effluent (“Interconnection and Sprinkler Irrigation Program”); and
- L.** ESCSD and Bishop believe that the best way to achieve their joint goals in a way that is mutually beneficial is to form a joint powers agency under Articles 1 through 4, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California (“Joint Exercise of Powers Act”); and
- M.** By forming a joint powers agency (“JPA”) under the Joint Exercise of Powers Act, ESCSD and Bishop believe they will be better able to, through a separate JPA, oversee and manage the planning and implementation, including but not limited to construction, operation and administration of, the Interconnection and/or Sprinkler Irrigation Program.

NOW THEREFORE, in consideration of the above Recitals and of the mutual promises and agreements contained herein, the Parties agree as follows:

ARTICLE 1 GENERAL PROVISIONS

- 1.1** **Definitions.** Unless the context otherwise requires, the words and terms defined in this Section 1.1 shall, for the purposes of this Agreement, have the meanings herein specified.
- 1.1.1** Act means Articles 1 through 4, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of powers common to public agencies.

- 1.1.2 Administrator means the Member Agency designated by the Board of Directors to manage and administer the Authority.
- 1.1.3 Agreement means this Joint Exercise of Powers Agreement.
- 1.1.4 Annual Budget means the budget adopted pursuant to Section 6.2.2 of this Agreement.
- 1.1.5 Authority means the Bishop Area Wastewater Authority, which is created by this Agreement.
- 1.1.6 Board or Board of Directors means the Board of Directors referred to in Article 2 ARTICLE 2 of this Agreement, which is the governing body of the Authority.
- 1.1.7 Director means a member of the Board appointed to the Board pursuant to Section 2.2 of this Agreement.
- 1.1.8 Effective Date means the last date on which all Parties to this Agreement have executed the Agreement.
- 1.1.9 Member Agency(ies) means ESCSD, Bishop and any other entity added to this Agreement by a subsequent amendment.
- 1.1.10 Member of the Board or Board Member means and includes any duly appointed Director, Chair and/or Vice-Chair of the Board.
- 1.1.11 Operator means the Member Agency designated by the Board of Directors to provide operation, maintenance, and similar services to the Authority.
- 1.1.12 Party(ies) means those entities who have executed this Agreement or any Amendment to this Agreement and who have not withdrawn from the Authority.
- 1.2 **Purpose.** This Agreement is made pursuant to the Act by ESCSD and Bishop, each of which is authorized to contract with the other pursuant hereto. The purposes of this Agreement are to create the Bishop Area Wastewater Authority (“Authority”), provide for the administration of the Authority and to enable the Authority to: (1) take all actions necessary to operate, maintain and improve both the existing irrigation system and create a new irrigation system; (2) acquire and/or lease additional land from City of Los Angeles DWP to increase acreage in the irrigable discharge area; (3) design and construct a diversion structure to alleviate capacity concerns; (4) pursue grant funding and financing options for future projects; (5) fund storage pond improvements; (6) construct additional monitoring wells; (7) incorporate existing Bishop acreage into an Authority-operated discharge area; (8) Collectively interact with regulatory agencies with oversight over both Parties; and (9) study the consolidation of the two wastewater treatment plants. Nothing in this Agreement impacts or transfers the ownership of the wastewater collection and treatment systems, treatment plants, or existing discharge acreage of either Party.

1.3 Creation of Authority. Pursuant to the Act, there is hereby created a public entity known as the “Bishop Area Wastewater Authority.” The Authority shall be a public entity separate and apart from the Member Agencies and shall administer this Agreement.

1.4 Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated by the Parties as provided in Article 7 of this Agreement.

1.5 Powers of Authority

1.5.1 General Powers. The Authority shall exercise, in the manner herein provided, the powers common to the Member Agencies, powers otherwise permitted under the Act, and powers necessary to accomplish the purposes of this Agreement, subject however to such limitations as are applicable to the ESCSD under the provisions of the Community Services District Law, Government Code section 61000 et seq., as required by Government Code section 6509.

1.5.2 Specific Powers. Subject to the limitations set out in Section 1.5.1, the Authority is hereby authorized, in its own name, to do all acts necessary, convenient and appropriate for the exercise of the foregoing powers for the purposes set forth in this Agreement and to do any or all of the following:

- (a) To make and enter contracts;
- (b) To employ agents and employees;
- (c) To lease, acquire, construct, manage, maintain or operate any building, works or improvements;
- (d) To acquire, hold or dispose of real or personal property;
- (e) To incur debts, liabilities or obligations, which do not constitute a debt, liability or obligation of any Member Agency;
- (f) To receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations, and governmental entities, provided that the Authority consents to such gifts, contributions and donations;
- (g) To fix the compensation, if any, paid to the Board of Directors, Secretary, Treasurer, Controller and Attorney, in compliance with all applicable laws;
- (h) To prescribe the duties, compensation and other terms and conditions of employment of other agents, officers and employees;
- (i) To adopt reasonable rules and regulations for the conduct of the day-to-day operations of the Authority;

- (j) To apply for, accept, receive and disburse grants, loans and other aid from any agency of the United States of America or of the State of California;
- (k) To sue and be sued in its own name;
- (l) To invest money in the treasury, pursuant to Government Code section 6505.5, that is not required for the immediate necessities of the Authority, as the Authority determines advisable, in the same manner and on the same conditions as local agencies, pursuant to Section 53601 of the Government Code;
- (m) To carry out and enforce all provisions of this Agreement;
- (n) To provide for the provision of services both inside and outside of the boundaries of the Authority, pursuant to Government Code sections 61100 and 61101; and
- (o) To exercise any and all powers which are provided for in the Act and in Government Code section 6584 et seq. including, without limitation Government Code section 6588, as they exist on the Effective Date of this Agreement or may hereafter be amended; and
- (p) To exercise any and all powers, whether or not specifically enumerated herein above, which are provided for in Government Code sections 61060 through 61070, inclusive, as they exist on the Effective Date of this Agreement or as may hereafter be amended.

ARTICLE 2 BOARD OF DIRECTORS

2.1 Creation. The Authority shall be governed by a board of four (4) members, which is hereby established and which shall be composed of two (2) representatives appointed from each Member Agency. The governing board shall be known as the “Board of Directors of the Bishop Area Wastewater Authority.” All voting power shall reside in the Board.

2.2 Members of the Board of Directors.

2.2.1 Directors Appointed. Upon the Effective Date of this Agreement, each Member Agency which has not already done so shall designate and appoint, by resolution or minute order of its governing body, two (2) members of its governing body to act as its representatives on the Board of Directors, and one individual to act as an alternate to each Director so appointed. The alternate appointed by each Member Agency shall have the authority to attend, participate in and vote at any meeting of the Board when the regular member is absent.

2.2.2 Membership. Each Director and alternate of the Board of Directors shall serve until a successor is appointed; provided, however, each Director and alternate

serves at the pleasure of the appointing Member Agency's governing body and may be removed at any time, with or without cause, at the sole discretion of the appointing Member Agency governing body. If a Director or alternate's membership on the appointing Member Agency's governing body ceases, his or her membership on the Board shall also cease.

2.2.3 Board Compensation.

The Board shall serve without compensation from the Authority. Compensation may be provided as approved by the Member Agencies appointing each Director and alternate, and any such compensation will be the responsibility of the Member Agency.

2.3 Powers of the Board. All the power and authority of the Authority shall be exercised by the Board of Directors.

2.4 Provision for Bylaws. The Board may cause to be developed and may adopt, from time to time, such bylaws for the Authority to govern its day-to-day operations. Each Member Agency shall receive a copy of any bylaws developed and adopted under this Section.

ARTICLE 3 MEETINGS OF THE BOARD

3.1 Meetings. The Board shall provide for its regular meetings by resolution; provided, however, that at least one regular meeting shall be held each fiscal quarter. The date, hour and place of the regular meetings shall be fixed by Resolution of the Board and filed with the governing body of each of the Member Agencies. The Board may meet in joint session with other public agencies and advisory bodies in accordance with State law.

3.2 Ralph M. Brown Act. All meetings of the Board, including without limitation, regular, adjourned regular, special, and emergency meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act, commencing with section 54950 of the Government Code.

3.3 Voting. Each Board Member shall have one vote. Except as otherwise provided by law or by this Agreement, all actions of the Board shall be approved on the affirmative vote of a majority of the Members of the Board.

3.4 Quorum. A majority of the Members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time.

3.5 Minutes. The Secretary of the Authority shall cause minutes of regular, adjourned regular, special, and emergency meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Member of the Board and to each Member Agency.

3.6 Rules. The Board may adopt from time to time such rules and regulations for the conduct of its affairs as may be required.

ARTICLE 4

OFFICERS AND EMPLOYEES OF THE AUTHORITY

- 4.1 **Chair.** The Board of Directors shall elect one of its members as Chair of the Board. The term of office for the Chair of the Board shall be one (1) year. The Chair of the Board shall preside at all meetings and shall perform such other duties as are specified by the Board of Directors.
- 4.2 **Vice-Chair.** The Board of Directors shall elect one of its members as Vice-Chair. The term of office for the Vice-Chair shall be one (1) year. The Vice-Chair shall perform all the duties of the Chair of the Board in the absence of the Chair of the Board or in the event the Chair of the Board is unable to perform such duties and shall perform such other duties as are specified by the Board of Directors.
- 4.3 **Secretary.** The Board of Directors shall elect a Secretary who shall serve at the pleasure of the Board. The Secretary may but need not be a member of the Board of Directors. The Secretary shall be responsible for the minutes and other records of the proceedings of the Board of Directors and shall perform such other duties as the Board of Directors specifies.
- 4.4 **Treasurer and Auditor Controller.**

Pursuant to Government Code Sections 6505.5 and 6505.6, the Authority's Treasurer and Auditor/Controller shall be the Administrator's senior financial officer (such as its chief financial officer, director of finance, or finance manager as designated by the Administrator) unless the Board elects to appoint as the Treasurer and Auditor/Controller another individual of its own choosing. The Treasurer shall be the depository and have custody of all money of the Authority, from whatever source, and shall have all of the duties and obligations set forth in Sections 6505 and 6505.5 of the Government Code. The offices of Treasurer and Auditor/Controller may be held by separate individuals, or combined and held by one individual as the Board may elect. If the Board does not elect to appoint another individual of its own choosing as the Treasurer and Auditor/Controller, the Treasurer and Auditor/Controller shall serve at the pleasure of the Administrator and may be removed at any time, with or without cause, in the sole discretion of the Administrator's governing body or management-level employee.

- 4.5 **Authority Attorney.**

The Attorney for the Authority, who may be counsel to one of the Member Agencies, shall be appointed by the Board of Directors. The Attorney for the Authority or a designated deputy shall attend or participate in meetings of the Board of Directors at the direction of the Chair; provided, however, that the absence of the Authority Attorney shall not affect the validity of any meeting. The Attorney shall perform such other duties the Board of Directors specifies.

- 4.6 **Official Bond.** Pursuant to Government Code section 6505.1, the public officer, officers or persons who have charge of, handle or have access to any property of the Authority shall file an official bond in an amount to be fixed by the Parties to this Agreement.
- 4.7 **Additional Officers and Employees.** The Board shall have the power to appoint such additional officers and to employ such employees, assistants, contractors, consultants and others as may be appropriate. Such power shall include, but not be limited to, the power to appoint an Administrator for the purposes of managing and administering the Authority, and an Operator for the purposes of providing operations, maintenance, and similar services to the Authority. A Member Agency may be appointed as the Authority's Administrator and/or Operator pursuant to a written agreement with the Authority.

ARTICLE 5 COMMITTEES

5.1 Committees.

The Board of Directors, by a majority vote, may form committees for any purpose. Such vote shall designate the method for appointing committee members, the scope of the duties and responsibility of the committee, whether the committee is a standing or ad hoc committee, and such other matters as the Board may deem appropriate.

ARTICLE 6 FINANCES

6.1 Fiscal year. The Fiscal Year of the Authority shall be the period commencing on July 1 of each year and ending on and including the following June 30.

6.2 Annual Budget.

6.2.1 Interim Budget. The Board shall, within one hundred and twenty days (120) days of the Effective Date of this Agreement, approve an interim budget, which shall constitute the operating budget until the Annual Budget is adopted.

6.2.2 Annual Budget. Annually, in March of each year, the Board shall adopt a preliminary budget and an allocation of contributions from Member Agencies for presentation to each Member Agencies' governing body. The governing body of each Member Agency shall, no later than May 31 of each year, review and comment on the preliminary budget and allocation of contributions. Thereafter, annually, prior to July 1 of each year, the Board shall adopt a final budget for all expenses to be made by the Authority during the ensuing Fiscal Year and adopt an allocation of contributions from Member Agencies, which may include specific allocations of contributions from each Member Agency for special projects. Each annual budget shall be adopted and shall be effective on the affirmative vote of a majority of the Directors. Contributions for each Member Agency shall be due and payable to the Authority within forty-five (45) days of approval of the budget; provided, however, contributions towards capital improvement projects shall be

due and payable to the Authority within thirty (30) days of award of the contract for such project, or as otherwise determined by the Authority.

6.2.3 Failure to Obtain Budget Approval. In the event the Board does not adopt a budget prior to start of a fiscal year, the budgeted amounts of all expenses and allocation of contributions from Member Agencies shall remain the same as the amounts last approved by the Board in its most recently adopted budget; provided, however, that the amounts shall be increased by the Consumer Price Index ("CPI") with a minimum increase of no less than two percent (2%). The CPI shall mean the Consumer Price Index, Bureau of Labor Statistics, U.S. Department of Labor Consumer Price Index-All Urban Consumers, Riverside-San Bernardino-Ontario, CA for the twelve (12) month period ending the February prior to the beginning of the fiscal year, or if this index no longer exists, an index approved by a majority of the Board. This factor shall be applied to the budget until such time as a new budget is adopted by the Board. Any shortfall in revenues shall be made up from available reserves dedicated by the Board for such purpose and, if insufficient to cover the shortfall, any available reserve funds which have not been designated by the Board for a particular purpose or otherwise legally restricted for other purposes. Reserves shall mean any available cash or investments.

6.3 Funds, Accounts and Reports. There shall be strict accountability of all funds and reporting of all receipts and disbursements.

6.3.1 Sources of Funds. The sources of funds available to the Authority may include, but are not limited to, the following:

- (a) Grants, donations, and loans received by the Authority from local, State, or Federal agencies or from individuals or businesses.
- (b) Funds collected as user charges or user fees by Member Agencies.
- (c) Funds collected as connection fees by Member Agencies.
- (d) Funds received from State and Federal disaster relief agencies.
- (e) Funds obtained by issuing bonds, notes, warrants and other evidences of indebtedness.
- (f) "In kind" contributions from Member Agencies.
- (g) Funds from any other source derived.

The Authority shall arrange for the receipt of such funds from the above sources as are available to the Authority and as are necessary for the conduct of the Authority's activities. Member Agencies may, in the appropriate circumstances: (a) make contributions from their treasuries for the purposes set forth in this Agreement; (b) make payments of public funds to defray the cost of such

purposes; and (c) make advances of public funds for such purposes. The provisions of Government Code section 6513 are incorporated into this Agreement. The Authority may adopt a cost sharing formula for determining contributions from Member Agencies.

- 6.3.2 Accounts.** Revenues or funds received or made available to the Authority from any source whatsoever, shall be deposited into accounts that may be established by the Authority and may be expended by the Authority in any legal manner, subject to such reservations as may be imposed by the Authority from time to time.
- 6.3.3 Reports.** The Treasurer shall, within one hundred and eighty days (180) days after the close of each Fiscal Year, give a complete written report of all financial activities for such fiscal year to the Board of Directors and to each Member Agency. The Authority's books and records shall be open to inspection at all reasonable times by representatives of each Member Agency.
- 6.4 Payments and Advances.** No expenditures in excess of those budgeted shall be made without approval of a revised or amended budget, which may from time to time be submitted to and approved by the Board of Directors.
- 6.5 Audit.** The Treasurer and Auditor/Controller shall cause an annual audit of the accounts and records of the Authority to be made and reported in accordance with Sections 6505 through 6505.6 of the Government Code. The audit shall be conducted by an independent certified public accountant or public accountant. The audit shall conform to generally accepted auditing standards. Such report shall be filed within twelve (12) months of the end of the Fiscal Year under examination.
- 6.6 Procurement Methods.** The Board may adopt such policies relating to procurement of services, equipment, supplies and other materials needed to accomplish the purposes of this Agreement.

ARTICLE 7

TERMINATION / WITHDRAWAL / AMENDMENT

7.1 Duration and Termination.

This Agreement shall become effective as of the Effective Date and shall continue in full force and effect until terminated by the mutual written consent of both Member Agencies; provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of the Authority. Notwithstanding the above, the Parties hereto agree and acknowledge that this Agreement may not be terminated for the first year of its term, which period shall be considered a one year, non-cancelable commitment.

- 7.2 **Withdrawal.** Notwithstanding any other provision of this Agreement, any Member Agency may withdraw from the Authority by providing the Authority with 180 days written notice of its intent to withdraw. A withdrawal from the Authority constitutes a withdrawal of that Member Agency's representatives from the Board of Directors.
- 7.3 **Effect of Withdrawal.** The withdrawal of a Member Agency shall not terminate its responsibility to contribute its share of any obligation incurred by the Authority, including amounts determined by the Board for (1) liabilities and claims accrued during the time the agency was a Member Agency or (2) budgeted expenses for the Fiscal Year in which notice of intent to withdraw is given. Except as the withdrawing Member Agency may agree, in writing, with the Board, the withdrawing Member Agency shall automatically relinquish all rights as a Member Agency under this Agreement, on the effective date of the withdrawal. Upon termination of this Agreement, a Member Agency that has withdrawn will be treated like all other Member Agencies for purposes of disbursement of Authority assets, unless otherwise agreed in writing.
- 7.4 **Disbursement.** Upon termination of this Agreement and after payment of all liabilities, costs, expenses and charges validly incurred under this Agreement, all remaining assets of the Authority shall be disbursed among Member Agencies, including any Member Agencies which previously withdrew from the Authority. All assets shall be divided among the Member Agencies in accordance with and proportionate to their cash contributions (including payments for services received and property at market value when received) made during the term of this Agreement, if it is feasible to do so. However, the Board may, in its discretion and by a majority vote of the then-current Directors of the Board of Directors, distribute assets without regard to a Member Agency's contribution.
- 7.5 **Amendment.** This Agreement may be amended at any time by the written approval of the governing body of each Member Agency upon recommendation of a majority of the Board of Directors of the Authority.

ARTICLE 8 SPECIAL PROVISIONS

- 8.1 **Insurance.** The Authority shall maintain types and levels of insurance coverage for the Authority as the Board of Directors determines to be reasonably adequate, provided, however, that each Member Agency shall be named as an additional insured on such policy of and/or or agreement for insurance coverage.
- 8.2 **Liability of Authority, Board, Officers, Employees.** Pursuant to Government Code section 6508.1, the debts, liabilities, and obligations of the Authority shall not be the debts, liabilities and obligations of any of the Member Agencies or any of their respective members, officers, directors, employees or agents. The Authority, its Directors, officers, employees, staff and agents shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No Member Agency, its officer, director or employee shall be responsible

for any action taken or omitted by any other Member Agency, or its officers, or employees.

- 8.3 Indemnity.** The Authority shall indemnify, defend and hold harmless the Board of Directors, the individual Member Agencies, and their members, officers, directors, employees and agents from and against any and all liability, loss, damages, expenses, costs (including, without limitations, costs and fees of litigation or arbitration) of every nature, arising out of any act or omission related to this Agreement, including, but not limited to those related to the use of any property and/or facility of any Member Agency, except such loss or damage which was caused by the willful misconduct of the Board of Directors, any individual Member Agency, or their members, officers, directors, employees and agents. Further, the duty of the Authority to indemnify, defend and hold harmless shall not extend to the activities the individual Member Agencies, and their members, officers, directors, employees and agents that are outside the scope of this Agreement. The Authority's duty to indemnify each Member Agency pursuant to this Agreement shall survive that Member Agency's withdrawal from the Agency.

- 8.4 Conflict of Interest Code.** The Authority shall, by resolution, adopt a conflict of interest code as required by law.

ARTICLE 9 MISCELLANEOUS PROVISIONS

- 9.1 Severability.** If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable, and the remainder of the Agreement or the application of such provisions to the other Party or to other persons or circumstances shall not be affected thereby. Each Party hereby declares that it would have entered into this Agreement, and each subsection, sentence, clause and phrase thereof, irrespective that one or more sections, subsections sentences, clauses or phrases or the application thereof might be held invalid.
- 9.2 Notices.** Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid to the respective Parties, as follows:

Eastern Sierra Community Service District

Attention: Office Manager
301 W. Line Street, Suite D
Bishop CA 93514

With a copy to:

Ward Simmons, General Counsel
Best Best & Krieger LLP
P.O. Box 1028
Riverside, CA 92502

City of Bishop

Attention: City Administrator
PO Box 1236
Bishop CA 93515

With a copy to:

Dean Pucci, City Attorney
City of Bishop
PO Box 1236
Bishop CA 93515

- 9.3 **Other Obligations.** The responsibilities and obligations of each Party to this Agreement shall be solely as provided in this Agreement, or as may be provided for in other agreements to be executed by the Parties.
- 9.4 **Consent.** Whenever in this Agreement or in any amendment thereto consent or approval is required, the same shall not be unreasonably withheld.
- 9.5 **Other Agreements Not Prohibited.** Other agreements by and between the Parties of this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.
- 9.6 **Assignment.** The rights, titles and interests of any Party to this Agreement shall not be assignable or transferable without the consent of the governing body of each Party hereto and the Board of Directors.
- 9.7 **Section Headings.** The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.
- 9.8 **Laws of California.** This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.
- 9.9 **Construction of Language.** It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
- 9.10 **Cooperation.** The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement.
- 9.11 **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.
- 9.12 **Enforcement.** The Authority is hereby authorized to take any and all legal or equitable actions, including but not limited to an injunction and specific performance, necessary or permitted by law to enforce this Agreement.
- 9.13 **Integration.** This Agreement constitutes the full and complete Agreement of the Parties.

9.14 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Joint Exercise of Powers Agreement to be executed and attested by their proper officers thereunto duly authorized on the day and year set forth below, making the same effective on the date signed by the last of all Parties hereto.

Eastern Sierra Community Service District

City of Bishop

By: *Scott Bachueki*

By: *Randall Phillips*

Title: *Board President*

Title: *City Administrator*

Date: *6/25/20*

Date: *4/16/2020*

Approved as to form:

Ward Simmons

Ward Simmons, General Counsel
Best Best & Krieger LLP

Approved as to form:

Dean Pucci

Dean Pucci, City Attorney

BISHOP AREA WASTEWATER AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT (“Agreement”), first made and entered into as of June 25, 2020 and amended and restated **effective**, is made and entered into by and between the EASTERN SIERRA COMMUNITY SERVICE DISTRICT (“ESCSD”), organized and existing under the Community Services District Law, Government Code section 61000 *et seq.*, the CITY OF BISHOP (“Bishop”), organized and existing as general law city under the general laws of the state of California, and the Bishop Paiute Tribe (“Tribe”), a federally recognized tribe. ESCSD, Bishop, and the Tribe are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. Each Party to this Agreement is a public agency authorized and empowered to contract for the joint exercise of powers under Articles 1 through 4, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California; and
- B. The Eastern Sierra Community Service District (“ESCSD”) was formed in 1977 for the purposes of providing wastewater collection, treatment and disposal services within its boundaries; and
- C. ESCSD owns and operates a wastewater collection and treatment system, including a wastewater treatment plant, which plant has a treatment capacity of 0.85 million gallons per day (“MGD”) (“ESCSD Treatment Plant”); and
- D. The City of Bishop (“Bishop”) was incorporated in 1903, and among other municipal services, provides wastewater collection, treatment, and disposal services within the majority of its boundaries; and
- E. Bishop owns and operates a wastewater collection and treatment system, including a wastewater treatment plant, which plant has a treatment capacity of approximately 1.6 MGD (“Bishop Treatment Plant”); and
- F. Because of the close proximity of the ESCSD Treatment Plant to the Bishop Treatment Plant (together the “Plants”), ESCSD and Bishop have in the past determined it efficient and cost effective to explore opportunities for collaboration and coordination regarding future expansion of the Plants, and other joint projects to facilitate operation and management of their respective wastewater collection and treatment systems; and
- G. Additionally, ESCSD and Bishop have jointly met with the Lahontan Regional Water Quality Control Board regarding future regulatory requirements impacting the Bishop and ESCSD wastewater collection and treatment systems for purposes of further identifying opportunities for collaboration and coordination on future projects; and
- H. To this end ESCSD and Bishop have conducted the following joint studies (“Joint Studies”):

- Inter-System Sewer Connections Feasibility Study, R.O. Anderson, 2009
 - Feasibility Report for Joint Treatment and Nutrient Removal, R.O. Anderson, 2016
 - Land Area Calculations for Irrigation Alternatives – Resource Concepts Inc. (RCI), 2019
 - Engineering Report for Production, Distribution, and Use of Recycled Water, Lumos & Associates, 2021
 - Biological Resources Constraints Analysis for the BAWA Irrigation Project, Letter Report, HELIX Environmental Planning, 2021
 - BAWA Revised Report of Waste Discharge Form 200 Section VI, Lumos & Associates, 2021
 - BAWA Wastewater Treatment Plant Flow Assessment, Lumos & Associates, 2023
 - BAWA Wastewater Treatment Plant Preliminary Engineering Report, Lumos & Associates, 2025
- I.** The Joint Studies have identified various opportunities for collaboration and coordination, including but not limited to interconnection of the Plants to facilitate treatment of wastewater collected within both ESCSD’s and Bishop’s service areas, and the proposed Irrigation and Nutrient Removal Improvement Project; and
- J.** ESCSD and Bishop have also previously collaborated for the benefit of their respective residents as memorialized in various agreements, including, but not limited to, the “Agreement Respecting Sewer Services” dated May 1994, and the “Agreement to Furnish Water to Eastern Sierra Community Service District Wastewater Treatment Plant” dated April 2004; and
- K.** ESCSD and Bishop desire to build upon the past joint efforts to pursue both the interconnection of the Plants to facilitate treatment of wastewater into one combined Plant; and
- L.** Recognizing the regional significance of a regional wastewater treatment facility, both Bishop and the ESCSD will consider opportunities for other governments to share in operational decision making for the Plants, including the potential design, construction and operation of a combined Plant.
- M.** The Bishop Paiute Tribe contributes wastewater flow to the ESCSD plant, recognizes the significance of a single combined Plant and wish to enter into agreement with Bishop and ESCSD to share in decision making for the Plants, including the potential design, construction and operation of a combined Plant.
- N.** The Parties to this Agreement believe that by working together in the framework of this authority, the future role of the combined Plant in facilitating economic development will be protected and enhanced.
- O.** The Parties believe that the best way to achieve their joint goals in a way that is mutually

beneficial is to form a joint powers agency under Articles 1 through 4, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California (“Joint Exercise of Powers Act”); and

- P. By forming a joint powers agency (“JPA”) under the Joint Exercise of Powers Act, the Parties believe they will be better able to, through a separate JPA, oversee and manage the planning and implementation, including but not limited to construction, operation and administration of, the interconnection of the Wastewater Treatment Plant into one facility.

NOW THEREFORE, in consideration of the above Recitals and of the mutual promises and agreements contained herein, the Parties agree as follows:

ARTICLE 1 GENERAL PROVISIONS

- 1.1 Definitions.** Unless the context otherwise requires, the words and terms defined in this Section 1.1 shall, for the purposes of this Agreement, have the meanings herein specified.
- 1.1.1 Act** means Articles 1 through 4, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of powers common to public agencies.
- 1.1.2 Administrator** means the Member Agency designated by the Board of Directors to manage and administer the Authority.
- 1.1.3 Agreement** means this Joint Exercise of Powers Agreement.
- 1.1.4 Annual Budget** means the budget adopted pursuant to Section 6.2.2 of this Agreement.
- 1.1.5 Authority** means the Bishop Area Wastewater Authority, which is created by this Agreement.
- 1.1.6 Board or Board of Directors** means the Board of Directors referred to in ARTICLE 2 of this Agreement, which is the governing body of the Authority.
- 1.1.7 Director** means a member of the Board appointed to the Board pursuant to Section 2.2 of this Agreement.
- 1.1.8 Effective Date** means June 25, 2025 when this Agreement was first effective between ESCSD and Bishop. This amended and restated Agreement shall be effective on the last date on which all Parties to this Agreement have executed the amended and restated Agreement.
- 1.1.9 Member Agency(ies)** means ESCSD, Bishop, Tribe and any other entity added to this Agreement by a subsequent amendment.

1.1.10 Member of the Board or Board Member means and includes any duly appointed Director, Chair and/or Vice-Chair of the Board.

1.1.11 Operator means the Member Agency designated by the Board of Directors to provide operation, maintenance, and similar services to the Authority.

1.1.12 Party(ies) means those entities who have executed this Agreement or any Amendment to this Agreement and who have not withdrawn from the Authority.

1.1.13 Supermajority means at least five (5) members of the Board.

1.2 **Purpose.** The purpose of this Agreement is to establish the Bishop Area Wastewater Authority (“Authority”), provide for its administration, and enable the Parties to jointly plan, finance, design, construct, operate, maintain, and manage regional wastewater treatment and disposal, and related facilities and infrastructure serving the Bishop area.

In carrying out this purpose, the Authority may take any actions necessary or appropriate to advance a regional wastewater system, including, but not limited to, (1) securing land or access rights; (2) developing and implementing regional wastewater facilities and improvements; (3) utilizing, managing, and improving existing and future effluent disposal areas; and (4) engaging with regulatory agencies regarding permitting, compliance, funding, and operational matters.

Nothing in this Agreement impacts or transfers the ownership of the existing wastewater collection and treatment systems, treatment plants, or existing discharge acreage of either Party.

1.3 **Creation of Authority.** Pursuant to the Act, there is hereby created a public entity known as the “Bishop Area Wastewater Authority.” The Authority shall be a public entity separate and apart from the Member Agencies and shall administer this Agreement.

1.4 **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated by the Parties as provided in Article 7 of this Agreement.

1.5 **Powers of Authority**

1.5.1 **General Powers.** The Authority shall exercise, in the manner herein provided, the powers common to the Member Agencies, powers otherwise permitted under the Act, and powers necessary to accomplish the purposes of this Agreement, subject however to such limitations as are applicable to the ESCSD under the provisions of the Community Services District Law, Government Code section 61000 et seq., as required by Government Code section 6509.

1.5.2 **Specific Powers.** Subject to the limitations set out in Section 1.5.1, the Authority is hereby authorized, in its own name, to do all acts necessary, convenient and appropriate for the exercise of the foregoing powers for the purposes set forth in this Agreement and to do any or all of the following:

- (a) To make and enter contracts;
- (b) To employ agents and employees;
- (c) To lease, acquire, construct, manage, maintain or operate any building, works or improvements;
- (d) To acquire, hold or dispose of real or personal property;
- (e) To incur debts, liabilities or obligations, which do not constitute a debt, liability or obligation of any Member Agency;
- (f) To receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations, and governmental entities, provided that the Authority consents to such gifts, contributions and donations;
- (g) To fix the compensation, if any, paid to the Board of Directors, Secretary, Treasurer, Controller and Attorney, in compliance with all applicable laws;
- (h) To prescribe the duties, compensation and other terms and conditions of employment of other agents, officers and employees;
- (i) To adopt reasonable rules and regulations for the conduct of the day-to-day operations of the Authority;
- (j) To apply for, accept, receive and disburse grants, loans and other aid from any agency of the United States of America or of the State of California;
- (k) To sue and be sued in its own name;
- (l) To invest money in the treasury, pursuant to Government Code section 6505.5, that is not required for the immediate necessities of the Authority, as the Authority determines advisable, in the same manner and on the same conditions as local agencies, pursuant to Section 53601 of the Government Code;
- (m) To carry out and enforce all provisions of this Agreement;
- (n) To provide for the provision of services both inside and outside of the boundaries of the Authority, pursuant to Government Code sections 61100 and 61101; and
- (o) To exercise any and all powers which are provided for in the Act and in Government Code section 6584 et seq. including, without limitation Government Code section 6588, as they exist on the Effective Date of this Agreement or may hereafter be amended; and

- (p) To exercise any and all powers, whether or not specifically enumerated herein above, which are provided for in Government Code sections 61060 through 61070, inclusive, as they exist on the Effective Date of this Agreement or as may hereafter be amended.

ARTICLE 2 BOARD OF DIRECTORS

- 2.1 Creation.** The Authority shall be governed by a board of six (6) members, which is hereby established and which shall be composed of two (2) representatives appointed from each Member Agency. The governing board shall be known as the “Board of Directors of the Bishop Area Wastewater Authority.” All voting power shall reside in the Board.
- 2.2 Members of the Board of Directors.**
- 2.2.1 Directors Appointed.** Upon the Effective Date of this Agreement, each Member Agency which has not already done so shall designate and appoint, by resolution or minute order of its governing body, two (2) members of its governing body to act as its representatives on the Board of Directors, and up to two (2) alternates. The alternates appointed by each Member Agency shall have the authority to attend, participate in and vote at any meeting of the Board when the regular member is absent.
- 2.2.2 Membership.** Each Director and alternate of the Board of Directors shall serve until a successor is appointed; provided, however, each Director and alternate serves at the pleasure of the appointing Member Agency’s governing body and may be removed at any time, with or without cause, at the sole discretion of the appointing Member Agency governing body. If a Director or alternate’s membership on the appointing Member Agency’s governing body ceases, his or her membership on the Board shall also cease.
- Board Compensation.** The Board shall serve without compensation from the Authority. Compensation may be provided as approved by the Member Agencies appointing each Director and alternate, and any such compensation will be the responsibility of the Member Agency.
- 2.3 Powers of the Board.** All the power and authority of the Authority shall be exercised by the Board of Directors.
- 2.4 Provision for Bylaws.** The Board may cause to be developed and may adopt, from time to time, such bylaws for the Authority to govern its day-to-day operations. Each Member Agency shall receive a copy of any bylaws developed and adopted under this Section.

ARTICLE 3 MEETINGS OF THE BOARD

- 3.1 Meetings.** The Board shall provide for its regular meetings by resolution; provided, however, that at least one regular meeting shall be held each fiscal quarter. The date, hour

and place of the regular meetings shall be fixed by Resolution of the Board and filed with the governing body of each of the Member Agencies. The Board may meet in joint session with other public agencies and advisory bodies in accordance with State law.

- 3.2 **Ralph M. Brown Act.** All meetings of the Board, including without limitation, regular, adjourned regular, special, and emergency meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act, commencing with section 54950 of the Government Code.
- 3.3 **Voting.** Each Board Member shall have one vote. Except as otherwise provided by law or by this Agreement, all actions of the Board shall be approved on the affirmative vote of a Supermajority of the Members of the Board.
- 3.4 **Quorum.** A Supermajority of the Members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time.
- 3.5 **Minutes.** The Secretary of the Authority shall cause minutes of regular, adjourned regular, special, and emergency meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Member of the Board and to each Member Agency.
- 3.6 **Rules.** The Board may adopt from time to time such rules and regulations for the conduct of its affairs as may be required.

ARTICLE 4 OFFICERS AND EMPLOYEES OF THE AUTHORITY

- 4.1 **Chair.** The Board of Directors shall elect one of its members as Chair of the Board. The term of office for the Chair of the Board shall be one (1) year. The Chair of the Board shall preside at all meetings and shall perform such other duties as are specified by the Board of Directors.
- 4.2 **Vice-Chair.** The Board of Directors shall elect one of its members as Vice-Chair. The term of office for the Vice-Chair shall be one (1) year. The Vice-Chair shall perform all the duties of the Chair of the Board in the absence of the Chair of the Board or in the event the Chair of the Board is unable to perform such duties and shall perform such other duties as are specified by the Board of Directors.
- 4.3 **Secretary.** The Board of Directors shall elect a Secretary who shall serve at the pleasure of the Board. The Secretary may but need not be a member of the Board of Directors. The Secretary shall be responsible for the minutes and other records of the proceedings of the Board of Directors and shall perform such other duties as the Board of Directors specifies.
- 4.4 **Treasurer and Auditor Controller.**

Pursuant to Government Code Sections 6505.5 and 6505.6, the Authority's Treasurer and Auditor/Controller shall be the Administrator's senior financial officer (such as its chief financial officer, director of finance, or finance manager as designated by the

Administrator) unless the Board elects to appoint as the Treasurer and Auditor/Controller another individual of its own choosing. The Treasurer shall be the depository and have custody of all money of the Authority, from whatever source, and shall have all of the duties and obligations set forth in Sections 6505 and 6505.5 of the Government Code. The offices of Treasurer and Auditor/Controller may be held by separate individuals, or combined and held by one individual as the Board may elect. If the Board does not elect to appoint another individual of its own choosing as the Treasurer and Auditor/Controller, the Treasurer and Auditor/Controller shall serve at the pleasure of the Administrator and may be removed at any time, with or without cause, in the sole discretion of the Administrator's governing body or management-level employee.

4.5 Authority Attorney.

The Attorney for the Authority, who may be counsel to one of the Member Agencies, shall be appointed by the Board of Directors. The Attorney for the Authority or a designated deputy shall attend or participate in meetings of the Board of Directors at the direction of the Chair; provided, however, that the absence of the Authority Attorney shall not affect the validity of any meeting. The Attorney shall perform such other duties the Board of Directors specifies.

4.6 Official Bond. Pursuant to Government Code section 6505.1, the public officer, officers or persons who have charge of, handle or have access to any property of the Authority shall file an official bond in an amount to be fixed by the Parties to this Agreement.

4.7 Additional Officers and Employees. The Board shall have the power to appoint such additional officers and to employ such employees, assistants, contractors, consultants and others as may be appropriate. Such power shall include, but not be limited to, the power to appoint an Administrator for the purposes of managing and administering the Authority, and an Operator for the purposes of providing operations, maintenance, and similar services to the Authority. A Member Agency may be appointed as the Authority's Administrator and/or Operator pursuant to a written agreement with the Authority.

ARTICLE 5 COMMITTEES

5.1 Committees.

The Board of Directors, by a majority vote, may form committees for any purpose. Such vote shall designate the method for appointing committee members, the scope of the duties and responsibility of the committee, whether the committee is a standing or ad hoc committee, and such other matters as the Board may deem appropriate.

ARTICLE 6 FINANCES

6.1 Fiscal year. The Fiscal Year of the Authority shall be the period commencing on July 1 of each year and ending on and including the following June 30.

6.2 Annual Budget.

6.2.1 Interim Budget. The Board shall, within one hundred and twenty days (120) days of the Effective Date of this Agreement, approve an interim budget, which shall constitute the operating budget until the Annual Budget is adopted.

6.2.2 Annual Budget. Annually, in March of each year, the Board shall adopt a preliminary budget and an allocation of contributions from Member Agencies for presentation to each Member Agencies' governing body. The governing body of each Member Agency shall, no later than May 31 of each year, review and comment on the preliminary budget and allocation of contributions. Thereafter, annually, prior to July 1 of each year, the Board shall adopt a final budget for all expenses to be made by the Authority during the ensuing Fiscal Year and adopt an allocation of contributions from Member Agencies, which may include specific allocations of contributions from each Member Agency for special projects. Each annual budget shall be adopted and shall be effective on the affirmative vote of a Supermajority of the Directors. Contributions for each Member Agency shall be due and payable to the Authority within forty-five (45) days of approval of the budget; provided, however, contributions towards capital improvement projects shall be due and payable to the Authority within thirty (30) days of award of the contract for such project, or as otherwise determined by the Authority.

6.2.3 Failure to Obtain Budget Approval. In the event the Board does not adopt a budget prior to start of a fiscal year, the budgeted amounts of all expenses and allocation of contributions from Member Agencies shall remain the same as the amounts last approved by the Board in its most recently adopted budget; provided, however, that the amounts shall be increased by the Consumer Price Index ("CPI") with a minimum increase of no less than two percent (2%). The CPI shall mean the Consumer Price Index, Bureau of Labor Statistics, U.S. Department of Labor Consumer Price Index-All Urban Consumers, Riverside-San Bernardino-Ontario, CA for the twelve (12) month period ending the February prior to the beginning of the fiscal year, or if this index no longer exists, an index approved by a Supermajority of the Board. This factor shall be applied to the budget until such time as a new budget is adopted by the Board. Any shortfall in revenues shall be made up from available reserves dedicated by the Board for such purpose and, if insufficient to cover the shortfall, any available reserve funds which have not been designated by the Board for a particular purpose or otherwise legally restricted for other purposes. Reserves shall mean any available cash or investments.

6.3 Funds, Accounts and Reports. There shall be strict accountability of all funds and reporting of all receipts and disbursements.

6.3.1 Sources of Funds. The sources of funds available to the Authority may include, but are not limited to, the following:

- (a) Grants, donations, and loans received by the Authority from local, State, or Federal agencies or from individuals or businesses.

- (b) Funds collected as user charges or user fees by Member Agencies.
- (c) Funds collected as connection fees by Member Agencies.
- (d) Funds received from State and Federal disaster relief agencies.
- (e) Funds obtained by issuing bonds, notes, warrants and other evidences of indebtedness.
- (f) “In kind” contributions from Member Agencies.
- (g) Funds from any other source derived.

The Authority shall arrange for the receipt of such funds from the above sources as are available to the Authority and as are necessary for the conduct of the Authority’s activities. Member Agencies may, in the appropriate circumstances: (a) make contributions from their treasuries for the purposes set forth in this Agreement; (b) make payments of public funds to defray the cost of such purposes; and (c) make advances of public funds for such purposes. The provisions of Government Code section 6513 are incorporated into this Agreement. The Authority may adopt a cost sharing formula for determining contributions from Member Agencies.

6.3.2 Accounts. Revenues or funds received or made available to the Authority from any source whatsoever, shall be deposited into accounts that may be established by the Authority and may be expended by the Authority in any legal manner, subject to such reservations as may be imposed by the Authority from time to time.

6.3.3 Reports. The Treasurer shall, within one hundred and eighty days (180) days after the close of each Fiscal Year, give a complete written report of all financial activities for such fiscal year to the Board of Directors and to each Member Agency. The Authority’s books and records shall be open to inspection at all reasonable times by representatives of each Member Agency.

6.4 Payments and Advances. No expenditures in excess of those budgeted shall be made without approval of a revised or amended budget, which may from time to time be submitted to and approved by the Board of Directors.

6.5 Audit. The Treasurer and Auditor/Controller shall cause an annual audit of the accounts and records of the Authority to be made and reported in accordance with Sections 6505 through 6505.6 of the Government Code. The audit shall be conducted by an independent certified public accountant or public accountant. The audit shall conform to generally accepted auditing standards. Such report shall be filed within twelve (12) months of the end of the Fiscal Year under examination.

6.6 Procurement Methods. The Board may adopt such policies relating to procurement of services, equipment, supplies and other materials needed to accomplish the purposes of this Agreement.

ARTICLE 7
TERMINATION / WITHDRAWAL / AMENDMENT

7.1 Duration and Termination.

This Agreement shall become effective as of the Effective Date and shall continue in full force and effect until terminated by the mutual written consent of all Member Agencies; provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of the Authority. Notwithstanding the above, the Parties hereto agree and acknowledge that this Agreement may not be terminated for the first year of its term, which period shall be considered a one year, non-cancelable commitment.

7.2 Withdrawal. Notwithstanding any other provision of this Agreement, any Member Agency may withdraw from the Authority by providing the Authority with 180 days written notice of its intent to withdraw. A withdrawal from the Authority constitutes a withdrawal of that Member Agency's representatives from the Board of Directors.

7.3 Effect of Withdrawal. The withdrawal of a Member Agency shall not terminate its responsibility to contribute its share of any obligation incurred by the Authority, including amounts determined by the Board for (1) liabilities and claims accrued during the time the agency was a Member Agency or (2) budgeted expenses for the Fiscal Year in which notice of intent to withdraw is given. Except as the withdrawing Member Agency may agree, in writing, with the Board, the withdrawing Member Agency shall automatically relinquish all rights as a Member Agency under this Agreement, on the effective date of the withdrawal. Upon termination of this Agreement, a Member Agency that has withdrawn will be treated like all other Member Agencies for purposes of disbursement of Authority assets, unless otherwise agreed in writing.

7.4 Disbursement. Upon termination of this Agreement and after payment of all liabilities, costs, expenses and charges validly incurred under this Agreement, all remaining assets of the Authority shall be disbursed among Member Agencies, including any Member Agencies which previously withdrew from the Authority. All assets shall be divided among the Member Agencies in accordance with and proportionate to their cash contributions (including payments for services received and property at market value when received) made during the term of this Agreement, if it is feasible to do so. However, the Board may, in its discretion and by a Supermajority vote of the then-current Directors of the Board of Directors, distribute assets without regard to a Member Agency's contribution.

7.5 Amendment. This Agreement may be amended at any time by the written approval of the governing body of each Member Agency upon recommendation of a majority of the Board of Directors of the Authority.

ARTICLE 8 SPECIAL PROVISIONS

- 8.1 Insurance.** The Authority shall maintain types and levels of insurance coverage for the Authority as the Board of Directors determines to be reasonably adequate, provided, however, that each Member Agency shall be named as an additional insured on such policy of and/or or agreement for insurance coverage.
- 8.2 Liability of Authority, Board, Officers, Employees.** Pursuant to Government Code section 6508.1, the debts, liabilities, and obligations of the Authority shall not be the debts, liabilities and obligations of any of the Member Agencies or any of their respective members, officers, directors, employees or agents. The Authority, its Directors, officers, employees, staff and agents shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No Member Agency, its officer, director or employee shall be responsible for any action taken or omitted by any other Member Agency, or its officers, or employees.
- 8.3 Indemnity.** The Authority shall indemnify, defend and hold harmless the Board of Directors, the individual Member Agencies, and their members, officers, directors, employees and agents from and against any and all liability, loss, damages, expenses, costs (including, without limitations, costs and fees of litigation or arbitration) of every nature, arising out of any act or omission related to this Agreement, including, but not limited to those related to the use of any property and/or facility of any Member Agency, except such loss or damage which was caused by the willful misconduct of the Board of Directors, any individual Member Agency, or their members, officers, directors, employees and agents. Further, the duty of the Authority to indemnify, defend and hold harmless shall not extend to the activities the individual Member Agencies, and their members, officers, directors, employees and agents that are outside the scope of this Agreement. The Authority's duty to indemnify each Member Agency pursuant to this Agreement shall survive that Member Agency's withdrawal from the Agency.
- 8.4 Conflict of Interest Code.** The Authority shall, by resolution, adopt a conflict of interest code as required by law.

ARTICLE 9 MISCELLANEOUS PROVISIONS

- 9.1 Severability.** If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable, and the remainder of the Agreement or the application of such provisions to the other Party or to other persons or circumstances shall not be affected thereby. Each Party hereby declares that it would have entered into this Agreement, and each subsection, sentence, clause and phrase thereof, irrespective that one or more sections, subsections sentences, clauses or phrases or the application thereof might be held invalid.

- 9.2 **Notices.** Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid to the respective Parties, as follows:

Eastern Sierra Community Service District

Attention: General Manager
301 W. Line Street, Suite D
Bishop CA 93514

With a copy to:

Ward Simmons, General Counsel
Best Best & Krieger LLP
P.O. Box 1028
Riverside, CA 92502

City of Bishop

Attention: City Administrator
PO Box 1236
Bishop CA 93515

With a copy to:

Dean Pucci, City Attorney
City of Bishop
PO Box 1236
Bishop CA 93515

Bishop Paiute Tribe

Attention: Chief Executive Officer
50 N. Tu Su Lane
Bishop, CA 93514

With a copy to:

Xavier A. Barraza, General Counsel
Peebles Bergin Schulte & Robinson, LLP
401 9th Street NW, suite 700
Washington, DC 20004

- 9.3 **Other Obligations.** The responsibilities and obligations of each Party to this Agreement shall be solely as provided in this Agreement, or as may be provided for in other agreements to be executed by the Parties.
- 9.4 **Consent.** Whenever in this Agreement or in any amendment thereto consent or approval is required, the same shall not be unreasonably withheld.
- 9.5 **Other Agreements Not Prohibited.** Other agreements by and between the Parties of this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.
- 9.6 **Assignment.** The rights, titles and interests of any Party to this Agreement shall not be assignable or transferable without the consent of the governing body of each Party hereto and the Board of Directors.
- 9.7 **Section Headings.** The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

9.8 Laws of California. This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.

9.9 Limited Waiver of Sovereign Immunity; Venue. Except as hereinafter provided in this paragraph, nothing in this Agreement shall be deemed to be a waiver of the sovereign immunity by the Tribe from suit, which immunity is expressly asserted; provided, however, that the Tribe agrees to and hereby does unequivocally waive its sovereign immunity for the limited and sole purpose of permitting enforcement of any right or obligation arising under this Agreement, which may include but not be limited to claims or causes of action for declaratory relief, injunctive relief, specific performance, enforcement of indemnity obligations, and/or damages for the breach of the terms and conditions of this Agreement. Tribe further acknowledges that the other Parties would not enter into this Agreement if Tribe could defeat or hinder enforcement against Tribe of the rights granted to the other Parties and Authority by claiming sovereign immunity. This limited waiver of sovereign immunity shall apply only to the Parties and Authority, and shall not operate for the benefit of, nor confer any rights upon, any third parties. The Parties agree that any dispute raised under the provisions of this Agreement shall be resolved pursuant to applicable California law; provided however, that any dispute raised under the provisions of this limited waiver of sovereign immunity shall be resolved first pursuant to applicable federal law, and if no federal law applies, pursuant to the applicable laws of the State of California. The waiver granted herein is limited to claims made in the United States District Court for the Eastern District of California, or the Superior Court of the State of California, County of Inyo, and any court having appellate jurisdiction thereover, consistent with the terms and provisions of this Section. Tribe shall take all actions necessary in accordance with its laws to authorize a limited waiver of sovereign immunity.

Waiver is valid only upon adoption of a formal resolution by the Tribal Council expressly authorizing such waiver and designating the forum for dispute resolution. Tribe waives any right to tribal court proceedings and agrees that assumption of jurisdiction by any federal or state courts shall not be delayed or curtailed by any doctrine requiring exhaustion of tribal court remedies. Nothing herein constitutes a waiver of any privileges or sovereign immunity for any other purpose, or as a consent to jurisdiction beyond that specifically authorized.

9.10 Construction of Language. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

9.11 Cooperation. The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement.

9.12 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

- 9.13 **Enforcement.** The Authority is hereby authorized to take any and all legal or equitable actions, including but not limited to an injunction and specific performance, necessary or permitted by law to enforce this Agreement.
- 9.14 **Integration.** This Agreement constitutes the full and complete Agreement of the Parties.
- 9.15 **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

SIGNATURES ON FOLLOWING PAGE(S)

DRAFT

IN WITNESS WHEREOF, the Parties have caused this Joint Exercise of Powers Agreement to be executed and attested by their proper officers thereunto duly authorized on the day and year set forth below, making the same effective on the date signed by the last of all Parties hereto.

**EASTERN SIERRA COMMUNITY
SERVICE DISTRICT**

By: _____

Title: _____

Date: _____

Approved as to form:

Ward Simmons, General Counsel
Best Best & Krieger LLP

CITY OF BISHOP

By: _____

Title: _____

Date: _____

Approved as to form:

Dean Pucci, City Attorney

BISHOP PAIUTE TRIBE

By: _____

Title: _____

Date: _____

Approved as to form:

Xavier A. Barraza, General Counsel
Peebles Bergin Schulte & Robinson, LLP



Bishop Area Wastewater Authority

377 West Line Street - Bishop, California 93514

P. O. Box 1236 - Bishop, California 93515

760-873-8458

JPA Revision Negotiations Ad-hoc Committee – Meeting Minutes

Date: October 9, 2025

Location: Business Resource Center

Time: 10:00 a.m. – 12:00 p.m

Present:

- Russ Adams, Eastern Sierra Community Service District (ESCSD)
- Karen Schwartz, City of Bishop
- Nora Gamino, BAWA Administrator

Absent:

- Steven Orihuela, Bishop Paiute Tribe

1. Introductions and Discussion of Process

The committee reviewed its purpose and approach: to negotiate and recommend revisions to the draft Bishop Area Wastewater Authority (BAWA) Joint Powers Agreement (JPA) as marked up by legal counsel. Consensus was reached to review the document section by section, noting issues that require feedback from each agency's governing body or legal counsel. It was agreed that written agency comments will be circulated before the next meeting for targeted discussion.

2. Review of Draft JPA Revisions

Recitals (Sections K–M)

Members discussed how the JPA references prior joint studies. Noted that the 2025 Preliminary Engineering Report (PER) was prepared under BAWA, not as an independent City/District effort. If the PER is cited, other BAWA-led studies (Flow Assessment and Biological Resources Constraints Analysis) should also be referenced. Recitals L and M were seen as overlapping; members debated keeping both to preserve broad flexibility for future partners versus simplifying to focus on the Tribe's participation.

Purpose (Section 1.2)

The committee discussed whether BAWA's primary mission should explicitly center on the development of a consolidated wastewater treatment plant, with irrigation, land acquisition, and other activities listed as secondary or supporting purposes. Several prior purposes—such as a new irrigation system and additional land acquisition—were identified as outdated or no longer applicable given the current focus on the new plant. Members questioned why "Bishop acreage" is singled out for inclusion in the discharge area and suggested this should refer more generally to "member agency acreage."

Board Composition (Sections 2.1–2.2)

Extensive discussion occurred on the structure and size of the Board of Directors.

Options considered included:

- 3 members (one from each entity),
- 5 members (one from each entity plus two ad hoc),
- 6 members (two from each entity), and
- 7 members (two from each entity plus one ad hoc).

Questions were raised about ad hoc selection methods, term limits, number of alternates, and ensuring consistent representation across all agencies. The group also questioned why the Tribe is allowed to appoint non-council members and suggested possible criteria for those appointments. Recommendation was to have consistency across all member agencies on who is allowed to serve on the board.

Voting and Quorum (Sections 3.3–3.4)

Members discussed potential issues with an even-numbered board and tie votes.

Options included requiring at least one affirmative vote from each agency to break a tie, adopting a super-majority requirement, or revising to ensure odd membership. The standard quorum definition (“a majority of members constitutes a quorum”) was acceptable.

Funding and Cost Sharing (Section 6.3.1)

The group discussed how agency contributions should be structured. Historically, costs have been evenly split between City and District, but this is undefined in the JPA. Ideas included establishing a base contribution from each agency for fixed costs and defining safeguards so grants pursued by, or on behalf of, BAWA do not offset required member contributions. The committee agreed that any funding formula should ensure equitable benefit to all ratepayers.

Limited Waiver of Sovereign Immunity (Section 9.9)

This section requires further legal clarification from the Tribe’s counsel (Xavier Barraza). ESCSD counsel may recommend making adoption of a waiver resolution a condition of JPA membership. No changes were finalized pending legal review.

3. Next Steps

Each agency will internally review the discussion points above and be prepared to discuss them at the next meeting. Nora Gamino will compile any written comments received and distribute an agenda with a summary draft before the next meeting.

4. Future Meetings

The committee agreed to meet monthly on the second Thursday at 10:00 a.m. at the Business Resource Center. Next meeting: **Thursday, November 13, 2025.**

5. Action Items

#	Item	Responsible Party	Due
1	Verify completeness of Recitals and confirm inclusion of all BAWA-led studies	All members	
2	Review and propose revisions to “Purpose” section language	All members	Next meeting
3	Develop recommendations for Board structure, alternates, and tie-breaking procedures	All members	Next meeting
4	Draft potential cost-sharing frameworks for discussion	All members	Next meeting
5	Obtain legal feedback on sovereign immunity language	Tribe & ESCSD Counsel	Next meeting

Prepared by:
Nora Gamino
BAWA Administrator
October 10, 2025



Bishop Area Wastewater Authority

377 West Line Street - Bishop, California 93514

P. O. Box 1236 - Bishop, California 93515

760-873-8458

JPA Revision Negotiations Ad-hoc Committee – Meeting Minutes

Date: November 13, 2025

Location: Business Resource Center

Time: 10:00 a.m. – 11:35 p.m

Present:

- Russ Adams, ESCSD
- Jennifer Krafcheck, ESCSD staff
- Karen Schwartz, City of Bishop
- Nora Gamino, City of Bishop staff / BAWA Administrator
- Steven Orihuela, Bishop Paiute Tribe
- Matt Bullis, BAWA Assistant Administrator

Absent:

- Sandra Warlie, Bishop Paiute Tribe staff

1. Review of Meeting 1 Minutes

The committee reviewed the meeting minutes from the October meeting. No changes were identified.

2. Review of Draft JPA Revisions

General Comments

The committee agreed to replace the reference to the 'sprinkler irrigation system' throughout the document with 'one combined Plant.' Other changes suggested by the legal review that add the Tribe as a party to the agreement have also been accepted.

Recitals

Recital H: Committee agreed to include all joint studies in the list in chronological order using published titles. Having a comprehensive list here will assist future board members.

Recitals L – N: Committee agreed to keep both L and M in the document to allow for future possibilities and appreciated the collaborative language of Recital N.

Purpose (Section 1.2)

The committee again discussed whether BAWA's primary mission should explicitly center on the development of a consolidated wastewater treatment plant, with irrigation, land acquisition, and other activities listed as secondary or supporting purposes.

Committee members generally agreed that they wanted a broader umbrella purpose statement rather than trying to call out all the explicit things BAWA would work on, which could be limiting in the future. **Members were asked to develop what they thought would be a good umbrella purpose statement for review and consideration at the next meeting.**

Considerable discussion was had regarding land and asset ownership and how that would work with the JPA long into the future. Mr. Bullis provided an overview of the different structures of JPAs. There was a discussion about who will run the combined plant and who will be making the operational decisions... essentially who will be the 'boss,' because members agreed they do not want operators receiving direction from six different board members

Discussion about if the existing land would stay with the member agencies who currently own it, does it make sense for BAWA to buy the new land? The question came up – how does the land get treated if BAWA dissolves or if a member agency were to withdraw from the JPA? Would it make sense for only one member to buy the new land to make it cleaner/simpler in the future?

After a lengthy discussion, it was determined that **each entity will consult with their legal counsel and ask their opinion on the options of land acquisition and ownership and what makes the most sense in the long term.**

[Board Composition \(Sections 2.1–2.2\) & Voting and Quorum \(Sections 3.3–3.4\)](#)

The committee quickly reviewed the options developed at the first meeting. Mr. Orihuela informed the committee that the Tribe decided to only have members of their governing body serve on the BAWA board, therefore the last proposed sentence of 2.2.1 has been removed from consideration.

After discussion, the committee decided that the BAWA board would have 6 directors, made up of two members from each Member Agency's governing body, and that all votes would require a Supermajority (5 of 6) to pass.

Remaining decision points include:

1. how many alternates are needed – one for each director, or one for each agency that would serve for both directors appointed?
2. What will constitute a quorum? If super majority is needed for voting, then is a super majority needed for a quorum?

[Funding and Cost Sharing \(Section 6.3.1\)](#)

The group discussed how the ESCOG is funded with a minimum member contribution to cover administrative costs and if this might be a good model for BAWA. Ms. Schwartz explained how grants are pursued on behalf of ESCOG by the member agencies and how this might work well for BAWA.

Limited Waiver of Sovereign Immunity (Section 9.9)

Mr. Orihuela confirmed that the Tribe's counsel has approved the language as written. These changes have been accepted in the document.

3. Next Steps

Each member will internally review the discussion points above and be prepared to discuss them at the next meeting. For legal questions that came up, each member agency will discuss the question with their legal counsel and bring the information back to the group.

4. Future Meetings

The committee reaffirmed that the meeting schedule is acceptable (monthly on the second Thursday at 10:00 a.m.). Next meeting: **Thursday, December 11, 2025** at the Business Resource Center.

The committee discussed involvement of legal counsel during these meetings and decided that specific questions would be routed to legal counsel and if needed they could be invited to discuss specific topics at future meetings.

A Zoom option will be provided for future meetings, however in person attendance by the committee is preferred to strengthen relationships and improve collaboration.

5. Action Items

#	Item	Responsible Party	Due
1	Verify completeness of Recitals and confirm inclusion of all BAWA-led studies	All members	Complete
2	Review and propose revisions to “Purpose” section language.	All members	Complete
3	Develop recommendations for Board structure, alternates, and tie-breaking procedures	All members	Complete
4	Draft potential cost-sharing frameworks for discussion	All members	TBD
5	Obtain legal feedback on sovereign immunity language	Tribe & ESCSD Counsel	Complete
6	Draft suggested “umbrella purpose statement” for consideration.	All members	12/11/25
7	Seek legal opinion on following question: What are the different options, considering long term agency risk and benefit, for land ownership/acquisition?	All member’s legal counsels	12/11/2025
8	Research the ESCOG JPA and minimum member contribution structure and sideboards.	Gamino	12/11/2025

Prepared by:
Nora Gamino
BAWA Administrator
November 17, 2025



Bishop Area Wastewater Authority

377 West Line Street - Bishop, California 93514

P. O. Box 1236 - Bishop, California 93515

760-873-8458

JPA Revision Negotiations Ad-hoc Committee – Meeting Minutes

Date: December 11, 2025

Location: Business Resource Center

Time: 10:00 a.m. – 11:15 p.m

Present:

- Russ Adams, ESCSD
- Jennifer Krafcheck, ESCSD staff
- Karen Schwartz, City of Bishop
- Nora Gamino, City of Bishop staff / BAWA Administrator
- Steven Orihuela, Bishop Paiute Tribe
- Sandra Warlie, Bishop Paiute Tribe staff

Absent:

- Matt Bullis, BAWA Assistant Administrator (unable to connect via Teams)

1. Review of Meeting 1 Minutes

The committee reviewed the meeting minutes from the November meeting. No changes were identified.

2. Review of Draft JPA Revisions

Recitals

Accepted with no further changes

Purpose Section

1. Report out on advice from legal counsels regarding land ownership/acquisition indicated that there were many different options and combinations possible, but the purpose of having a JPA is to hold assets such as these jointly. The group agreed that BAWA owning the land and future assets makes the most sense and the JPA includes the appropriate provisions.
2. The City presented a drafted version of a new purpose statement that was broad in nature and covered all aspects of the purpose of BAWA. It was discussed that “finance” would be a broad statement to include the pursuit of grants or other funds by the member agencies on behalf of BAWA. The last sentence if the original purpose was added back in and modified to include the word “existing”.

Draft statement was accepted by all.

Board Composition and Representation & Voting and Quorum (Sections 3.3–3.4)

1. Decide on number of alternates – 2 per agency. Language was modified in Section 2.2.1 to be more clear that “up to 2 alternates” can be appointed.
2. Decide on what constitutes a quorum – supermajority (5 of 6)
3. The term Supermajority was defined in Section 1.1.13 as being at least 5 board members. The term “majority” was replaced throughout the document with Supermajority

Funding and Cost Sharing Framework

1. Group reviewed the information provided on how the ESCOG’s minimum member contribution to cover administrative costs works and decided that a base member contribution to pay for the administration of the JPA was a good idea and that this would be a set amount split evenly three ways between the member agencies. This could be added as a statement into the JPA.
2. In general the group is happy with using an even 3 way split for the cost share allocation model moving forward. The group agreed that the budget language in the JPA, section 6.2.2 was good and leave the cost allocation model as an annual approval along with the budget.

Other Items

1. Other statements from ESCOG JPA that might be applicable to BAWA (marked in red boxes on attached copy of ESCOG JPA) were reviewed and determined to not be applicable.

3. Next Steps

Are we good to take this draft JPA to each respective governing body for approval? Each member will internally review the discussion points above and be prepared to discuss them at the next meeting. For legal questions that came up, each member agency will discuss the question with their legal counsel and bring the information back to the group.

4. Future Meetings

None scheduled. This group will reconvene after comments are provided from the governing bodies of each member agency.

5. Action Items

#	Item	Responsible Party	Due
1	Verify completeness of Recitals and confirm inclusion of all BAWA-led studies	All members	Complete
2	Review and propose revisions to “Purpose” section language.	All members	Complete
3	Develop recommendations for Board structure, alternates, and tie-breaking procedures	All members	Complete
4	Draft potential cost-sharing frameworks for discussion	All members	Complete
5	Obtain legal feedback on sovereign immunity language	Tribe & ESCSD Counsel	Complete
6	Draft suggested “umbrella purpose statement” for consideration.	All members	Complete
7	Seek legal opinion on following question: What are the different options, considering long term agency risk and benefit, for land ownership/acquisition?	All member’s legal counsels	Complete
8	Research the ESCOG JPA and minimum member contribution structure and sideboards.	Gamino	Complete
9	Draft of revised JPA to be presented to the BAWA Board at the next meeting	Gamino	12/16/2025
10	Determine if and where a statement about a minimum member contribution would be incorporated into the JPA	Gamino	12/19/2025
11	Draft of revised JPA to be presented to each member agency’s governing body for review and consideration	Staff	March 2026
12	Comments from each member agency, if any, will be collected and this group will reconvene to discuss.	Gamino	April 2026
13	Final Draft of revised JPA presented to each member agency’s governing body for approval	Staff	May 2026

Prepared by:
Nora Gamino
BAWA Administrator
December 11, 2025