



CITY OF BISHOP

CITY COUNCIL MEETING AGENDA

Bishop Union High School - Carl Lind Board Room - 301 North
Fowler Street - Bishop, California
MONDAY, APRIL 13, 2026 - 6:00 PM

NOTICE TO THE PUBLIC: Please be advised this meeting is accessible to the public in person only. 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 72 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 Bishop Union High School Carl Lind Board Room located at 301 North Fowler Street in Bishop, California.

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, April 13, 2026
2. **MOMENT OF SILENCE**
3. **PLEDGE OF ALLEGIANCE** - Mayor Muchovej 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. **PRESENTATION – California Department of Transportation (CALTRANS) Bishop Pavement Project Update** – Presented by Caltrans District 9 Project Manager Jeremy Miloš
[Caltrans Bishop Pavement Project - "No Parking Zones" Map](#)
- B. **PRESENTATION - Bishop Union High School Student Senate Report** - Presented by Bishop Union High School Student Representatives.

7. **DEPARTMENT REPORTS**

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

- A. **Fire Department Report - Fire Chief Bret Russell**
[Fire Department Report - March 2026](#)
- B. **Police Department Report - Police Chief Nate Derr**
[Police Department Report - March 2026](#)
- C. **Community Services Department Report - Community Services Manager Daniel McElroy**
[Community Services Department Report - March 2026](#)
- D. **Planning Department Report - Principal Planner Ana Budnyk**
[Planning Department Report - March 2026](#)
- E. **City Administrator Report - City Administrator Pam Foster**
[City Administrator Report - March 2026](#)

8. **COUNTY OF INYO UPDATE**

Prepared and presented by Second District Supervisor Jeff Griffiths.

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. **Fire Recovery USA Services Agreement**
Recommended Action: Approve the services agreement between Fire Recovery USA and the City of Bishop.
[2026 Inspection and Emergency Incident Services Agreement](#)
- B. **[Authorization to Purchase TruNarc Raman Spectrometer for Preliminary Drug](#)**

Identification

Recommended Action: Staff recommends that the City Council authorize the Bishop Police Department to purchase one TruNarc Handheld Raman Spectrometer for the safe, non-contact preliminary identification of suspected narcotics and controlled substances, and approve the purchase from the lowest responsive bidder, Thermo Fisher Scientific, at a cost not to exceed \$40,000.00.

In accordance with the City's purchasing policy, the department obtained three quotes for comparable narcotics identification devices:

Thermo Fisher Scientific – TruNarc Raman Spectrometer
3-year warranty and training included: \$36,366.00

Safeware – TruNarc Raman Spectrometer
3-year warranty and training included: \$46,586.29

Silent 6 – TacticID Raman Spectrometer
2-year warranty and training included: \$46,553.05

The Thermo Fisher Scientific quote represents the lowest responsive bid and includes a three-year warranty and training package.

Funding for this purchase will be partially offset by \$30,000 in previously approved AB109 reimbursable funding 001-020-54024, with the remaining balance funded through the Police Department's COPS budget allocation 033-033-52018.

[Silent 6 quote](#)

[Safe ware quote](#)

[Thermo Fisher Quote](#)

[ESPINOZA KELLY FINDINGS](#)

C. [Purchase of 3D Forensic Crime Scene Scanner](#)

Recommended Action: City Council authorization to purchase a 3D forensic laser scanner system from FARO Technologies Inc. in an amount not to exceed \$70,000.00.

[Faro Quote](#)

[Leica Quote](#)

[Artec Ray II Quote](#)

D. [Memorandum of Understanding between the City of Bishop and Friends of the Eastern Sierra Community Gardens](#)

Recommended Action: Council consideration to enter into a revised Memorandum of Understanding between the City of Bishop and the Friends of the Eastern Sierra Gardens.

[MOU - Friends of the Eastern Sierra Community Garden 2026](#)

E. [ORDINANCE - Second Reading and Adoption of an Ordinance Amending Chapter 13 of the Bishop Municipal Code Relating to the Utility Assistance Program](#)

Recommended Action: City Council consideration to approve the second reading and adoption of an ordinance amending Chapter 13 of the Bishop Municipal Code relating to the City's Utility Assistance Program by title only.

10. PUBLIC HEARING AND ACTION

- A. **Public Hearing and First Reading and Introduction of an Ordinance Adding a New Chapter 17.39 – Residential Care Facilities to Title 17- Zoning**
Recommended Action: Council will hold a public hearing and consider approving the first reading and introduction of an ordinance related to residential care facilities (by title only).
Ordinance Adding a New Chapter 17.39 “ Residential Care Facilities
PC Resolution No. 2026-01 Title 17 Amendments
Public Hearing Notice
- B. **Public Hearing and First Reading and Introduction of an Ordinance Amending Chapter 17.38 ES Emergency Shelter Combining District**
Recommended Action: Council will hold a public hearing, and consider approving the first reading and introduction of an ordinance amending Chapter 17.28 ES Emergency Shelter Combining District (by title only).
Ordinance Amending Chapter 17.38 ES Emergency Shelter Combining District
PC Resolution No. 2026-01 Title 17 Amendments
Public Hearing Notice
- C. **Public Hearing and First Reading and Introduction of an Ordinance Amending Chapter 17.08 to Revise Various Definitions and Amending Section 17.80.120, Expiration of Permit or Variance**
Recommended Action: Council will hold a public hearing and consider approving the first reading and introduction of an ordinance amending Chapter 17.08 (by title only).
Ordinance Amending Chapter 17.08
PC Resolution No. 2026-01 Title 17 Amendments
Public Hearing Notice
- D. **Public Hearing and First Reading and Introduction of an Ordinance Repealing Section 17.80.110 of Chapter 17.80 and Adding a New Chapter 17.81 - Appeals to Title 17**
Recommended Action: Council will hold a public hearing, and consider approving the first reading and introduction of an ordinance repealing Section 17.80.110 of Chapter 17.80 and Adding a New Chapter 17.81 to Title 17 (by title only).
Ordinance Adding Chapter 17.81 - Appeals
PC Resolution No. 2026-01 Title 17 Amendments
Public Hearing Notice

11. NEW BUSINESS

- A. **Resolution Establishing a Utility Rate Assistance Program**
Recommended Action: Adopt a Resolution establishing a Water and Sewer Utility Rate Assistance Program, including program eligibility, benefit structure, and participation limits, effective July 1, 2026.
Resolution Establishing a Utility Rate Assistance Program

12. FUTURE AGENDA ITEMS

13. COUNCIL AND COMMITTEE REPORTS

14. ADJOURNMENT

Monday, April 27, 2026 at 6:00 p.m. Regular Meeting in the City Council Chambers



Bishop Pavement "No Parking Zones"

EA 09-37470 / Inyo County

US 395 Postmile 114.98 - 115.41



West Line Street

Change Parking to Allow
Addition of Bicycle Lanes (End)
PM 115.41

East Line Street

Lagoon Street

Short Street

Snedden Street

Clark Street

South Fowler Street

West South Street

East South Street

Mandich Street

West Jay Street

East Jay Street



Change Parking to Allow
Addition of Bicycle Lanes (Start)
PM 114.98

0

500

1,000

Feet

Bishop Fire Department

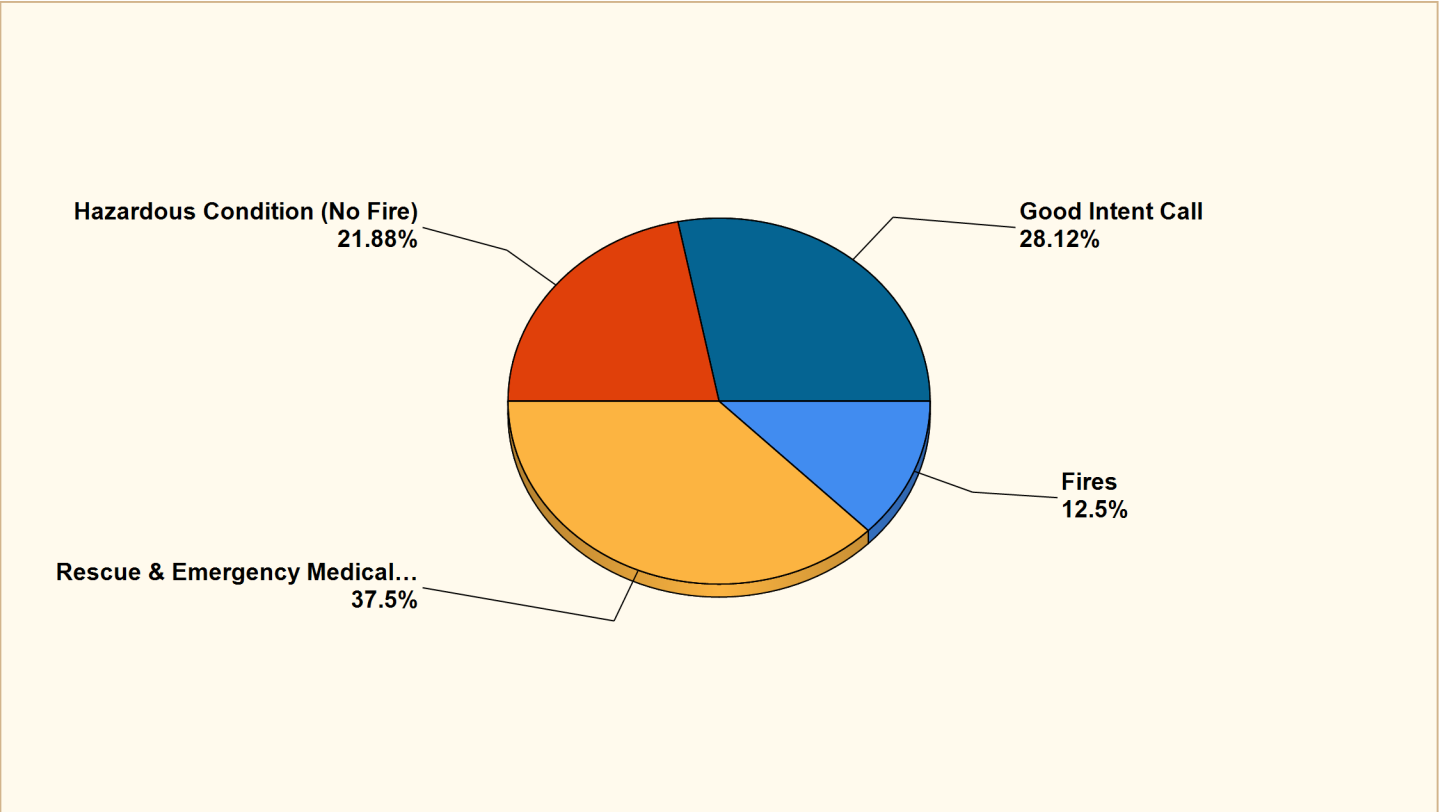
Bishop, CA

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 03/01/2026 | End Date: 03/31/2026



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	4	12.5%
Rescue & Emergency Medical Service	12	37.5%
Hazardous Condition (No Fire)	7	21.88%
Good Intent Call	9	28.12%
TOTAL	32	100%

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

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	3.12%
111 - Building fire	1	3.12%
131 - Passenger vehicle fire	1	3.12%
142 - Brush or brush-and-grass mixture fire	1	3.12%
311 - Medical assist, assist EMS crew	9	28.12%
322 - Motor vehicle accident with injuries	1	3.12%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	3.12%
324 - Motor vehicle accident with no injuries.	1	3.12%
412 - Gas leak (natural gas or LPG)	1	3.12%
440 - Electrical wiring/equipment problem, other	5	15.62%
445 - Arcing, shorted electrical equipment	1	3.12%
600 - Good intent call, other	2	6.25%
611 - Dispatched & cancelled en route	5	15.62%
651 - Smoke scare, odor of smoke	2	6.25%
TOTAL INCIDENTS:	32	100%

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

Bishop Police Department

March 2026 End of Month Report

		JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
TOTAL INCIDENTS		1139	1085	1155									
	CALLS FOR SERVICE	653	654	696									
	OFFICER INITIATED INCIDENTS	486	431	459									
	TRAFFIC STOPS	64	32	32									
	OTHER OIA INC.	422	399	427									
	BUS/BUILDING CHECKS	5	2	0									
	VEH/PED CHECKS	33	21	26									
TOTAL OFFICER REPORTS		77	58	75									
	ACCIDENT	0	3	5									
	CRIMINAL ACCIDENT	3	4	2									
	FELONY	13	9	9									
	INFORMATION	29	23	25									
	INFRACTION	1	2	0									
	MISDEMEANOR	31	17	34									
	TC WITH INJURIES	0	1	3									
	TC NO INJURIES	3	6	4									
TOTAL MISDEMEANOR & FELONY ARRESTS		20	20	21									
	MISDEMEANOR ARRESTS	14	14	17									
	ADULT	14	13	17									
	JUVENILE	0	1	0									
	FELONY ARRESTS	6	6	4									
	ADULT	6	5	4									
	JUVENILE	0	1	0									
CITATIONS		50	30	38									
	MOVING	19	3	3									
	NON-MOVING	18	14	17									
	CRIMINAL	13	13	15									
	CAMPING ORDINANCE CONTACTS												
	CAMPING ORDINANCE CITATIONS	5	0	0									

		JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
DISPATCH PHONE ACTIVITY													
911 CALLS		197	253	241									
	INBOUND	190	244	230									
	ABANDONED	7	9	11									
ADMINISTRATIVE CALLS		1011	1397	1184									
	INBOUND	694	677	740									
	OUTBOUND	315	463	443									
	ABANDONED	2	4	1									



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Community Services Report

March 2026

Programs

1. After School Stay and Play program is operating at the Elm Street School, Monday through Friday the Stay and Play program is full, with a waiting list. Staff and Participants will be working on Spring crafts including Valentines Day. Conducted staff meetings to address Recreation Coordinator Nancy Gonzalas leave of absence in January- February and Return in March. Continue to meet with staff weekly to address any operational concerns. Registration for 2026-2027 will open in April.
2. The Bishop Park Pool is closed for the 2025 season. Preparations for Spring opening. Prepared flyers and information to let the public know we are cashless at the pool. Prepared the pool for environmental health inspections.
3. Summer camps 2026. Planning for the 2026 Summer Camps have begun registration opens April 22nd.
4. Spring Gymnastics Sessions are in preparation.
5. Senior Yoga class continues to be successful. Hosted at the City Auditorium on Mondays and Wednesdays at 10am.
6. Adult Coed Volleyball has started, with 9 teams. Hosted at the East Gym at BUHS at 6pm. Moving into playoffs in April.
7. New Youth Pickleball Clinics with coach Patty Cummings and Karey Bengamin. This Program will be for children ages 5-12 on Mondays 3:45 – 4:45 at the City Park Tennis Pickleball courts starting February 23rd. Wrapping up March 6th.
8. Adult Coed Softball. Hosted managers meeting to discuss changes in rules and format for 2026. Registration is open April 1st and league play will begin May 4th.

Parks and Facilities

1. AYSO Soccer Fall and USA Soccer fields have been moved to Field 6 for the winter. Mammoth soccer will be using field 1 through February.
2. Field preparations for Little League, Eastern Sierra Girls Softball, and High School Softball/Baseball.
3. Hosted Little League opening ceremonies.
4. Park staff have started work on Field 1 and Field 2 parking lot planters. This project will include wood planters around the tree wells and removal of existing railroad ties. This project will continue through the fall and winter months.
5. The annual aeration and fertilizer for spring green up.
6. Pool maintenance occurs daily. Mondays the pool is closed for cleaning our pumps, filters, and deep cleaning.
7. Park Staff and Pool Staff will work together to prepare the Park Pool for Lifeguard training and Swim Team use in April. Preparations for environmental health inspections. Replaced sand in the Baby Pool filters. Install all rails and shade canopies.
8. Clean up and irrigation repairs to landscaping on Warren Street, City Hall, and Main streets.
9. Seasonal cleaning of flower beds on Main Street and Bishop Chamber.
10. Seasonal routine maintenance of all mowing and landscape equipment.
11. Daily routine of trash and cleaning of restrooms.
12. Cleaned debris from the creek, pond, and fountain.
13. Use of blowers on Main Street Mondays and Fridays.

14. Seasonal adjustments are made to all City irrigation and City Park. As we move into Spring, Irrigation systems will be Audited for function and set for operation.
15. Repairs made to Middle Restrooms and Talmage Park due to vandalism.
16. In preparation for Spring Softball and Baseball use, Park Staff tilled, leveled, and edged fields 1, 2, 3, and 4. Field preparation daily for all four fields.

Sunrise

1. Daily routine of trash, debris, and inspections.
2. Leaf clean up at all common areas and residents.
3. Collected rents and payments for utilities.
4. Weekly routine maintenance of all lawns, landscapes, and common areas.
5. Began planning process of street and sidewalk replacement. Consultant has begun to design. Design is complete. We are seeking funding to complete this project.
6. Removal of Elm and Cottonwood trees in all fence lines.
7. The use of Organic Cat-Mase to mitigate feral cats.
8. Winter clean-up of City Owned facilities including the Community Building.
9. Working on quotes for concrete driveway replacement on unit 38.
10. Refrigerator replacement for City owned unit #23.
11. Purchase of New Maintenance truck.

Budget/Administrative

1. Held weekly staff meetings Tuesdays and Wednesdays.
2. Attended by-weekly City Council meetings.

3. Attended weekly Department Head Meetings.
4. Organized all Youth Sports Organizations on the use of Sportsites for schedules and games.
5. The Parks and Recreation Commission and Public Workshop for the Parks Master Plan was held on March 25th at 6pm. Staff update on Field 6 project and Parks Master Plan.
6. Communication with Bishop Area Bike Organization for the possible relocation of a portion of the Skills track to accommodate the Field 6 Enhancement Project. Phase one Pump Track is complete, and the group has begun work on the Skills Track. Communication is ongoing.
7. California Urban Greening Grant has been awarded to the City of Bishop, coordination with the Friends of the Eastern Sierra Community Gardens. Work with selected contractor Clair Concrete Inc. has begun for the Community Garden Enhancement Project. The contractor has ongoing work on concrete paths, pergola, and irrigation. Construction is complete and we continue to work with the Community Gardeners to make purchases.
8. Scheduling of outside events and parties hosted at the Bishop City Park facilities.
9. Work with Public Works on the Downtown corridor for landscapes, trash receptacles, and benches for the Caltrans Bishop Pavements Project.
10. Met with Wood Rodgers on the Field 6 and Parks Master Plan Projects. Looking forward to Field 6 60% plans and review early February and site visit for the Parks Master Plan also in early February.
11. Met with BUHS School administration to discuss operation of the Stay and Play program and how new state regulations will affect the City program.
12. Worked with Community Gardeners on the MOU between the City of Bishop and Friends of the Eastern Sierra Gardens.

Events

1. Foodie Fiesta on Church Street with local food vendors April 24th.
2. Family Fun Day Dia de Los Ninos at the City Park May 2nd.

3. Fourth of July and Pie and Ice-cream at the City Park.
4. Earth Day at the City Park April 12th.

Highlights

1. Programs
 - Youth Pickleball
 - Stay and Play
 - Summer Camps
 - Adult Volleyball
 - Adult Coed Softball
 - Swim Lessons
 - Jr. Lifeguard
 - Spring Gymnastics

Posting all flyers for programs on social media and the City of Bishop website.

2. Spring Events.
3. Readvertisement of the Bishop Courts Resurfacing Project.
4. Worked with City Administrator Pam Foster on task orders with Wood Rodgers for Field 6 and Parks Master Plan. Meet with Wood Rodgers to set dates for future public outreach and plan review. Field 6 at 90%. Master Plan Public Survey 890 responses next steps: Parks and Recreation Commission April 22nd.



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Planning Department Report –March 2026

1. Active Transportation Plan for Cycle 8 Application

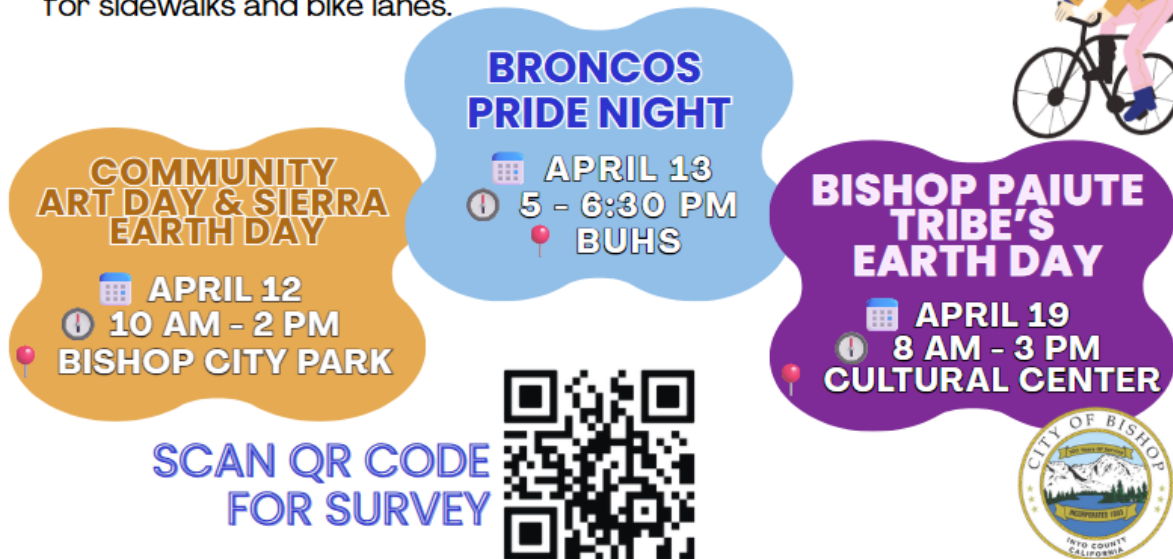
- Working on the application
- Community engagement events and survey:

<https://www.surveymonkey.com/r/2VBNT6K>

ACTIVE TRANSPORTATION PLAN

Learn More. Share Your Thoughts.

Join the City of Bishop booth to learn about and provide input on the City's Active Transportation Grant Application for sidewalks and bike lanes.



COMMUNITY ART DAY & SIERRA EARTH DAY
APRIL 12
10 AM - 2 PM
BISHOP CITY PARK

BRONCOS PRIDE NIGHT
APRIL 13
5 - 6:30 PM
BUHS

BISHOP PAIUTE TRIBE'S EARTH DAY
APRIL 19
8 AM - 3 PM
CULTURAL CENTER

SCAN QR CODE FOR SURVEY



2. LAWP Training Facility and Construction Yard (Wye Road):

worked with the consultants on the review of the CEQA.

- Initiated AB52 and SB18 Tribal Consultations

3. Eastern Sierra Housing Needs Study:

- Final Report Eastern Sierra Regional Housing Study published:

<https://escog.ca.gov/housing-needs>



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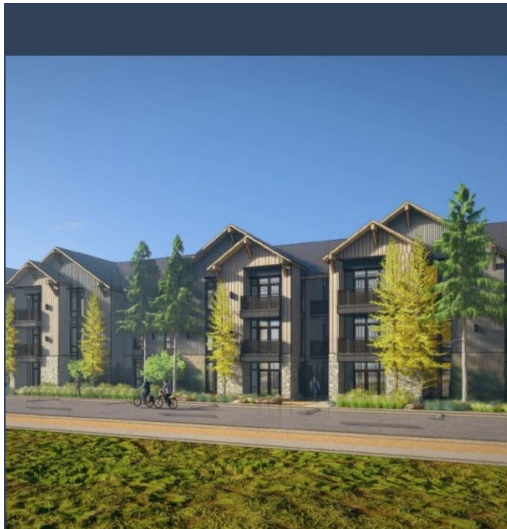
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EASTERN SIERRA HOUSING NEEDS STUDY

The Collective Housing Committee (CHC) – comprised of Inyo County, Mono County, the City of Bishop, the Town of Mammoth Lakes, and the Eastern Sierra Council of Governments (ESCOG) – today released the 2026 Eastern Sierra Regional Housing Needs Study, a comprehensive analysis of housing conditions, needs, and challenges facing the region's workforce households. The study was prepared by consulting firm BAE Urban Economics and will serve as the foundation for a forthcoming Regional Housing Toolkit.

You can read the Eastern Sierra Housing Needs Study using the link below or access more information at the Documents link under Resources.

EASTERN SIERRA HOUSING NEEDS STUDY

- Working on the Housing Toolkit

4. **Parking and Land Use Study:**

- **Public Workshop on April 29th at 5pm, Council Chambers**

DOWNTOWN PARKING STUDY Community Workshop



APRIL 29, 2026



5 PM



301 WEST LINE STREET, BISHOP, CA 93514



The workshop will provide an overview of the City's parking study, including key findings, proposed improvements, and next steps. Attendees will have the opportunity to review maps and share feedback on strategies to better connect underutilized parking areas with high-demand locations.



At this workshop, you will have the opportunity to:

- Learn about parking occupancy data collected
- Review results from the public survey
- Provide input on the proposed parking management plan



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City Administrator's Report

March 2026

During the month of March, I continued to focus on advancing key City priorities through community engagement, regional collaboration, organizational support, and strategic planning efforts.

Significant progress was made on the Parks Master Plan, including hosting a community meeting and conducting additional outreach to gather public input. This feedback will play an important role in shaping the long-term vision and priorities for the City Park.

I met with the Business Resource Center, Eastern Sierra Council of Governments (ESCOG), and the Bishop Area Chamber of Commerce to explore opportunities for economic development and strengthen regional partnerships aimed at supporting local businesses and sustainable growth.

Work also continued on the Regional Housing Needs Assessment (RHNA), which was released to the public this month. Efforts are now focused on next steps, including the development of a Housing Toolkit to help guide strategies and actions addressing local housing needs.

To support operational continuity and project management efforts, the City secured an Interim Public Works Director. This additional leadership support is helping to maintain momentum on both daily operations and priority projects.

I attended Legislative Days in Sacramento alongside Councilmember Garcia and Chief Derr, where we met with representatives from the State Legislature and various State agencies to advocate for local priorities and discuss issues impacting the City.

Additional accomplishments this month include finalizing the City's rebranding logo, which is scheduled to be unveiled at an upcoming City Council meeting, and continued preparation for the upcoming Strategic Plan meeting, with strong progress being made toward developing a clear framework and priorities for Council consideration.



Agenda Item: 9.A
Date of Meeting: April 13, 2026
Department: Fire

STAFF REPORT

To: City Council
From: Ethan Aukee
Subject: **Fire Recovery USA Services Agreement**
Prepared On: April 2, 2026
Attachments: 2026 Inspection and Emergency Incident Services Agreement

Background/History:

The Bishop Fire Department has recently hired a Deputy Fire Chief to implement and manage fire and life safety inspection services throughout the City. The adopted inspection fee schedule is intended to support the ongoing costs associated with this position and ensure compliance with applicable state inspection requirements. The Deputy Fire Chief began employment in March 2026 and is expected to initiate inspections upon implementation of a billing and collection process.

Fire Recovery USA provides specialized billing and collection services for fire and emergency service agencies nationwide. The firm focuses on cost recovery for fire department responses as well as billing administration for fire and life safety inspections.

Analysis/Discussion:

A third-party provider is the most effective method to administer invoicing and collections for fire inspections and incident cost recovery. Outsourcing these functions allows Fire Department personnel to remain focused on fire prevention and emergency response activities rather than administrative billing efforts.

Fire Recovery USA integrates with the City's existing records management system (Emergency Reporting) to facilitate efficient data transfer and billing administration. The City previously utilized this vendor for similar services in 2021 without identified performance issues. Under the proposed agreement, the vendor will perform invoicing, collections, and related follow-up activities, supporting consistent revenue recovery and program implementation.

The proposed agreement constitutes a specialized professional service involving fire incident cost recovery billing, insurance claims processing, and collections administration. These services require specific industry expertise, established insurer relationships, and system integration capabilities. Staff determined that this service is not a standard or commoditized procurement. Fire Recovery USA provides a comprehensive, turnkey solution that includes system integration, claims management, and revenue recovery under a primarily contingency-based compensation structure, supplemented by certain fixed and conditional fees associated with inspection billing services.

Due to the specialized nature of the service, the limited number of qualified providers, and the operational efficiencies gained through integration with the City's existing systems, staff recommends dispensing with competitive procurement requirements. This approach is consistent with practices utilized by other California municipalities for similar services. Accordingly, staff finds that entering into a Professional Services Agreement with Fire Recovery USA without formal competitive bidding is in the best interest of the City, as it provides an efficient and cost-effective method to enhance revenue recovery while minimizing administrative burden.

Impacts to Council Goals and Strategic Planning Priorities:

This agreement supports the City's fiscal sustainability by enhancing cost recovery for fire services without increasing taxes or user fees. It improves operational efficiency by utilizing a specialized third-party provider to manage billing and collections, thereby reducing administrative workload on City staff. Additionally, it supports public safety objectives by strengthening the financial resources available to maintain fire and emergency response services.

Budget Impacts:

The proposed agreement utilizes a primarily contingency-based compensation model, under which the City receives approximately 78% of net revenues collected from fire incident cost recovery. The agreement also includes fixed and conditional fee components associated with inspection billing services, including a per-inspection processing fee and certain administrative charges.

All fees are either offset by associated revenue collections or passed through to the end user where applicable. While certain minimal fixed or conditional costs may be incurred, the overall program is expected to result in a net positive financial impact to the City by enhancing cost recovery efforts without requiring additional staffing or operational resources.

Legal Review:

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

Recommended Action:

Approve the services agreement between Fire Recovery USA and the City of Bishop.

Approved By: Ethan Aukee 4/2/2026 and Bret Russell 4/8/2026
Approved By: Robin Picken 4/8/2026
Approved By: Dean Pucci 4/8/2026
Approved By: Pam Foster 4/8/2026

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made effective as of _____, 2026 ("Effective Date"), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company ("Company"), and **City of Bishop**, ("Client"). The Company and Client are referred to herein individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, Company engages in the business of performing billing services ("Company Services") for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the Client provides emergency services; and

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company engages in the business of performing billing services ("Company Services") for fire departments in connection with fire inspections and/or permits performed by department personnel;

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with these inspections and/or permits; and

WHEREAS, Company and Client desire to enter into this Agreement to document their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

ARTICLE 1 ENGAGEMENT

1.1. Engagement: Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is a organized Client established pursuant to the laws and ordinances of the state in which Client is located.

ARTICLE 3 COMPANY STATUS AND QUALIFICATIONS

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

3.5. Ownership Interest: Company will have no ownership interest in Client.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.

3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of inspection and permits, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and

Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and

- (b) Endorsement: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

ARTICLE 4 GENERAL RESPONSIBILITIES OF COMPANY

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

ARTICLE 5 COMPENSATION OF COMPANY

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

ARTICLE 6 OBLIGATIONS OF CLIENT

6.1. Cooperation of Client: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Client agrees to adopt, implement and enforce policies and procedures to assure Client personnel perform the steps necessary to provide Company with a database of inspection and/or permit businesses in a format acceptable to company and to perform the inspections in a full and complete manner to facilitate the provisions of Company Services.

a.) to help Company arrange for that coverage.

6.2 Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Client or Company without the prior written consent of the other. Once a run is assigned to Company for processing, Company will pursue collection until all efforts have been exhausted. While Company is pursuing payment on a claim Client is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Company. Client may not negotiate a settlement of a run Company is processing without Company's written consent to the terms of the settlement and compensation due to Company for processing the run. Once Company has determined a run is not collectible it will either be archived and closed or sent to a collection agency (only if Client chooses to do so). Sending an account to collection incurs additional fees to Client. If payment is received from a collection agency, the amount received will be posted to Client's account by Company. Company will reimburse Client at the rate set forth in Schedule A, List of Company Services for that particular run, minus any additional fees from the collection agency.

ARTICLE 7 CLIENT AUTHORIZATION

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and
- (b) All other limitations as stated by the terms of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT

8.1. Termination on Notice: **INSPECTIONS**: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving sixty days (60) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of three (3) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement. **EMERGENCY INCIDENTS**: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as

of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement. Any runs submitted for processing to Company prior to the date of the notice of termination will continue to be processed under the terms of the List of Company Services set forth in this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Client's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;
- (d) Client's failure to make payments as described in Schedule A Section 7. (d)
- (e) If the Fire Department does not maintain a minimum of 6 billable runs per year, the Fire Department will be subject to a minimum account service fee of \$250 annually or termination of the account.

ARTICLE 9 PROPRIETARY RIGHTS

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors.

On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

9.2 Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.

9.3 Artificial Intelligence: The Company hereby provides explicit disclosure that it incorporates Artificial Intelligence (AI) within its proprietary software to enhance and perform various aspects of the "Company Services" as defined and provided under this Agreement. This integration is made for purposes of transparency and includes AI functionalities for data processing and information extraction, such as reading and parsing incident narratives, department ordinances, and fee schedules to obtain billing information or highlight billable actions. Furthermore, AI is utilized to support invoice generation, address cleanup and validation for data management, customer assistance and product support, and document creation. AI also assists in communication by processing phone conversations and aiding in customer correspondence via email or the Company's ticketing system, and contributes to reporting and analytics. Internally, AI is employed for aspects of software development, including code creation, quality control, and product testing. The Company explicitly states its commitment to ensuring its AI practices are responsible, ethical, and subject to continuous evaluation and improvement to align with Client needs and expectations.

ARTICLE 10 INDEMNIFICATION

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act, omission or negligence of the Client.

ARTICLE 11 GENERAL PROVISIONS

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville CA 95661
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC
9915 Mira Mesa Boulevard, Suite 130
San Diego, CA 92131
Attention: Chris Popov, Esq.

If to Client to:

City of Bishop
209 W Line St
Bishop, CA 93514
Attention: _____

with a copy to:

Attention: _____

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement, and the Transaction Documents, (i) set forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site agreed to by the parties and the arbitration decision can be enforced in a "court of competent jurisdiction".

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar services to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Client/County/or Client/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

Signatures on following page:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

FIRE RECOVERY USA, LLC.
a California limited liability company

By: _____

Name: M. Craig Nagler

Title: CEO

CLIENT:

City of Bishop

By: _____

Name: _____

Title: _____

SCHEDULE A

LIST OF COMPANY SERVICES

1. Company agrees to bill the responsible party on the Client's behalf for fire inspection and/or permit services rendered by the Client and recorded and processed by Company. The inspection and/or permit fees are listed in EXHIBIT A, but may change over time. Client will provide notice to Company of changes to its fee schedule.
2. provided/rendered during motor vehicle incidents and other emergency incidents. The Mitigation Rates lists in Exhibit A will increase annually based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor. Rate adjustments will occur to keep the fire department's cost recovery program in conformity with increasing operating expenses.
3. Company will provide, as a normal matter of business; processing and invoicing of inspections and/or permits and submission to the responsible party for payment, receipts of monies deemed due to the Client, payments of the agreed upon amounts of said monies to Client, and reporting of progress via RecoveryHub. Company will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.
4. Company agrees to bill to the best of its ability all inspections and/or permits and all claims provided to Company by the Client.
5. Company agrees to remit to Client the full amount collected for each inspection less a processing fee of Eighteen dollars and Ninety-five cents (\$18.95) for each paid inspection. Company will also collect Fifty Percent (50%) of any late fee assessed by the Client and paid by the inspection client as compensation for Company's billing efforts. If paid by credit card, a credit card fee of 3% will be passed along to the customer as a "convenience fee".
6. Company agrees to reimburse Client a portion of the monies collected at a rate of 78% (seventy-eight percent) of the total monies collected on the Client's claims. Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees. If Client submits a claim to Company and later wants to cancel the claim, Client may be subject to a billing fee. If Client agrees to submit a claim to Company's collection agency and later wants to remove it from collection status, Client may be subject to a fee of up to 35% of the amount of the claim to compensate for efforts made to collect the claim.
7. Company agrees to pay these monies collected to the Client on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.
8. Company agrees to make reports available via RecoveryHub, a password protected website, for the Client which will set forth the status of all inspections and/or permits and provide an accounting of all payments and amounts due the Client under the terms of this Agreement.
9. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal inspections or permits performed by Client.
10. Parties acknowledge a critical component to the success of the billing effort is the acquisition by the Client of the necessary contact information for the responsible party at each inspection and/or permit location to whom the invoice will be sent. The Client agrees to obtain, for each business location, the e-mail address and telephone number for the responsible party for payment. If the Client does not maintain an 80% success rate for obtaining accurate contact information, the

Company reserves the right to charge a fifteen-dollar (\$15) processing charge for attempting to identify the responsible party, whether that effort is successful or not. If this fee is charged by the Company the total fee for each month will be documented and subtracted from the monthly payment set forth in 4, above.

11. Client will, to the extent it deems appropriate and necessary, expend the resources and take the required actions to obtain payment for all invoices that remain unpaid after 60 days of the invoice date and arrange for those payments to be forwarded to the Company for processing under the terms of this Agreement.

EXHIBIT A

MITIGATION RATES

BASED ON PER HOUR

The mitigation rates below are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department’s actual burdened labor costs and not just a firefighter’s wage. These include wages, retirement, benefits, workers comp, etc.

MOTOR VEHICLE INCIDENTS

Level 1 - \$637.00

Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$726.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$886.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,915.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$584.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

HAZMAT

Level 1 - \$1,029.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$3,673.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – \$8,673.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$391.00 per HAZMAT team.**

FIRES

Assignment - \$585.00 per hour, per engine / \$732.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common “billing level”. This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$585.00 per hour, per engine / \$732.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at \$600 plus \$72 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$1,205 plus \$72 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,984 plus \$72 per hour per rescue person, plus \$140 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and

reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$600 plus \$72 per hour, per rescue person. Additional rates of \$600 per hour per response vehicle and \$72 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$367 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$585 per hour.

Truck billed at \$794 per hour.

Command at \$367 per hour

Miscellaneous equipment billed at \$440.

MITIGATION RATE NOTES

The mitigation rates above are average “billing levels” for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter’s basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

EXHIBIT A

CLIENT INSPECTION FEE SCHEDULE

(See Following Pages)



Agenda Item: 9.B
Date of Meeting: April 13, 2026
Department: Police

STAFF REPORT

To: City Council
From: Nate Derr
Subject: **Authorization to Purchase TruNarc Raman Spectrometer for Preliminary Drug Identification**
Prepared On: March 23, 2026
Attachments: Silent 6 quote
Safe ware quote
Thermo Fisher Quote
ESPINOZA KELLY FINDINGS

Background/History:

The Bishop Police Department regularly encounters controlled substances during investigations, traffic stops, probation searches, and narcotics-related incidents. Historically, law enforcement agencies used field test kits which require officers to physically handle suspected narcotics and chemically mix substances to produce a color reaction indicating the possible presence of drugs.

However, the nature of illicit narcotics has significantly changed in recent years. Many substances now encountered in the field include:

- Fentanyl
- Carfentanil
- Synthetic opioids
- Synthetic stimulants
- Drug mixtures containing unknown cutting agents

These substances can pose serious health risks to officers if inhaled or absorbed through accidental exposure.

Because of these risks, many law enforcement agencies—including the Bishop Police Department—have moved away from traditional physical field testing methods due to the potential for accidental exposure to dangerous substances such as fentanyl.

As a result, officers often must rely solely on laboratory confirmation, which can delay investigations and court proceedings.

Analysis/Discussion:

The TruNarc Raman Spectrometer is a handheld device designed specifically for law enforcement use. It identifies suspected narcotics using Raman spectroscopy, a technology that analyzes the molecular structure of a substance using a laser.

Key safety advantages include:

- Non-contact testing
- Ability to scan substances through plastic bags, glass containers, or packaging
- Eliminates the need to open or handle unknown powders
- Reduces risk of fentanyl exposure
- Provides results in seconds

This significantly improves officer safety compared to traditional field testing kits.

Improved Investigations and Evidence Development

The TruNarc device contains a large on-board library of narcotics and controlled substances, allowing officers to rapidly identify substances such as:

- Methamphetamine
- Cocaine
- Heroin
- Fentanyl and fentanyl analogs
- MDMA and synthetic drugs
- Prescription narcotics

The device generates a digital report identifying the substance, which can be used as preliminary evidence during investigations and prosecution.

Laboratory testing would still be used when required for final confirmation, but the TruNarc allows officers to:

- Quickly establish probable cause
 - Support arrests and search warrants
 - Document evidence in reports
 - Provide preliminary identification for prosecutors
-

Support for Enforcement Under Proposition 36

Recent changes in California law, including Proposition 36, have strengthened tools available to law enforcement and prosecutors to address drug-related offenses.

The ability to rapidly and safely identify narcotics in the field allows officers to:

- Apply new enforcement authorities provided under the law
- Develop stronger cases for prosecution

- Reduce delays in charging decisions
- Remove dangerous narcotics from circulation more efficiently

This technology will help the department keep drugs off the streets and improve community safety.

Use by Law Enforcement Agencies Nationwide

The TruNarc Raman Spectrometer is widely used by:

- Local police departments
- State law enforcement agencies
- Federal agencies
- Customs and border protection
- Drug task forces

The device has a proven track record in law enforcement investigations and is designed specifically to meet evidentiary and operational needs in the field.

Impacts to Council Goals and Strategic Planning Priorities:

The purchase of a TruNarc Handheld Raman Spectrometer directly supports the City Council's Strategic Plan, specifically Objective 4.6: Modernize workflows and implement modern policing techniques to improve operational efficiency and service delivery.

Modern policing requires agencies to adapt to evolving challenges, including the increasing prevalence of synthetic narcotics such as fentanyl and other dangerous substances. Traditional narcotics field testing methods require officers to physically handle suspected drugs, which presents safety risks and can slow investigative workflows.

The TruNarc device modernizes the department's narcotics identification process by utilizing advanced Raman spectroscopy technology to safely and rapidly identify suspected controlled substances without opening or directly handling the material. This technology allows officers to scan substances through packaging and receive results in seconds.

Budget Impacts:

The purchase of the TruNarc Handheld Raman Spectrometer was previously approved by the City Council as part of the Bishop Police Department Fiscal Year 2025–2026 adopted budget for equipment modernization and officer safety.

The total cost for the device from the lowest responsive bidder, Thermo Fisher Scientific, is \$36,366.00, which includes a three-year warranty and training package.

Funding for this purchase will be partially offset through \$30,000.00 in pre-approved AB109 funding.

The remaining \$6,366.00 will be funded through the Police Department's FY 2025–2026 COPS operating budget, which was also approved as part of the adopted fiscal year budget.

Because the purchase was anticipated and included in the adopted FY 2025–2026 budget, no additional appropriation or budget amendment is required.

Legal Review:

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

Recommended Action:

Staff recommends that the City Council authorize the Bishop Police Department to purchase one TruNarc Handheld Raman Spectrometer for the safe, non-contact preliminary identification of suspected narcotics and controlled substances, and approve the purchase from the lowest responsive bidder, Thermo Fisher Scientific, at a cost not to exceed \$40,000.00.

In accordance with the City's purchasing policy, the department obtained three quotes for comparable narcotics identification devices:

Thermo Fisher Scientific – TruNarc Raman Spectrometer
3-year warranty and training included: \$36,366.00

Safeware – TruNarc Raman Spectrometer
3-year warranty and training included: \$46,586.29

Silent 6 – TacticID Raman Spectrometer
2-year warranty and training included: \$46,553.05

The Thermo Fisher Scientific quote represents the lowest responsive bid and includes a three-year warranty and training package.

Funding for this purchase will be partially offset by \$30,000 in previously approved AB109 reimbursable funding 001-020-54024, with the remaining balance funded through the Police Department's COPS budget allocation 033-033-52018.

Approved By: Ethan Aukee 3/26/2026

Approved By: Robin Picken 4/7/2026

Approved By: Pam Foster 4/8/2026

Approved By:



Silent 6 LLC
10400 W. Overland RD STE 142
Boise, ID 83709
+12085709656
joel@silent6.net
www.silent6.net

ADDRESS

Sgt Brian Hohenstein
Bishop Police Department
207 West Line Street
Bishop, CA 93514

SHIP TO

Sgt Brian Hohenstein
Bishop Police Department
207 West Line Street
Bishop, CA 93514

Estimate 1902A

DATE 10/17/2025

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
TacticID-1064ST Basic Package	TacticID-1064 ST Basic Package The TacticID®-1064 ST is a 1064 nm handheld Raman analyzer for rapid field identification of explosives, narcotics, and other suspicious materials. The see-through capability of the TacticID-1064 ST can nondestructively analyze samples through opaque and transparent packaging, with sample threat level displayed prominently for first responders to act quickly with minimal sample contact. Metrohm TacticID-1064ST Basic package includes the See-Through Attachment, General Attachment, Polystyrene Attachment, Rugged Carry Case, cables, power supply, and laser safety goggles.	1	40,104.00	40,104.00T
607509050 Smart Attachment Right Angle Adapter	TacticID-1064 ST right-angle adapter for hands-free measurements	1	813.00	813.00T
66079010 - Metrohm Illicit and General Chemicals Library	Metrohm Illicit and General Chemicals Raman Library for the Metrohm TacticID-1064 ST includes drugs, TICs, TIMs, precursors, and general chemicals	1	0.00	0.00T

Estimates expire after 30 days unless noted otherwise. Credit Card Transactions incur an additional 2.99% processing fee. ACH transfer fees are waived. If shipping costs are not reflected on estimate, please note that shipping costs will be added to invoice based on actual shipping costs.

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
Metrohm SER- RAMH1110 Standard Plus Startup Support	OPTIONAL BUT NOT REQUIRED Replaces the free Standard Startup Support plan Standard Plus S&D Startup Support for one of the following devices: MIRA XTR DS, TacticID-N Plus, TacticID Mobile, TacticID-1064 ST, TacticID-N Plus provided by Metrohm USA • Detailed instrument certification at time of shipping • Onsite user training for up to 6 users following software self-install • Unlimited access to online user training materials – 2 years • Technical support, repairs, to/from shipping – 2 years • Unlimited reachback support – 2 years • Self-installed software/library updates – 2 years • 25% discount on annual instrument recertification in year 2	1	3,185.00	3,185.00T
66079070 - Explosives library for new TacticID- 1064 ST	OPTIONAL: TDL-EXP: Explosives library for new TacticID-1064 ST	1	205.40	205.40T

Credit Card purchase not authorized for this estimate.

SUBTOTAL

44,307.40

If you would like to proceed with the purchase, please approve
this estimate and let us know if you would like to pay up front or
if you will be providing a purchase order.

DISCOUNT

-1,500.00

TAX

3,745.65

All warranties, repairs, service and support are provided by the
manufacturer of the products and are not the responsibility of
Silent 6 LLC.

TOTAL

\$46,553.05

Accepted By

Accepted Date

Estimates expire after 30 days unless noted otherwise. Credit Card Transactions incur an additional 2.99% processing fee. ACH transfer fees are waived. If shipping costs are not reflected on estimate, please note that shipping costs will be added to invoice based on actual shipping costs.



QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10272863	
Order Date	Page
02/27/2026 15:43:04	1 of 2

Quote Expires On: 03/09/2026

Contract No: OMNIA PoP Contract #159469

Bill To: **Customer ID:** 161588
Bishop Police Department
207 W Line St
Bishop, CA 93514

Ship To:
Bishop Police Department
207 W Line St
Bishop, CA 93514

760-873-5866

Requested By: Alena Dondero

<i>PO Number</i>	<i>Taker</i>	<i>Email</i>
TruNarc Delta Quote	Tony Jines	tjines@safewareinc.com
<i>Freight Terms</i>	<i>Phone</i>	<i>Fax</i>
Freight Paid		
<i>Sales Representative</i>		
Tony Jines		

<i>Quantities</i>					<i>Item ID</i> <i>Item Description</i>	<i>Pricing</i> <i>UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i> <i>Unit Size</i>	<i>Disp.</i>		<i>Unit Size</i>		
1.00	0.00	1.00	EA		OMNIA POP	EA	0.00	0.00
				1.0	OMNIA Contract #159469			
					Lead Agency: Port of Portland			
					Public Safety, Emergency Preparedness, Safety			
					Equipment and Solutions			
					April 1, 2021 - April 1, 2027			
					Standard freight PAID, all HAZMAT/expedited			
					freight billed. *Register with OMNIA at			
					www.omniapartners.com/publicsector			
1.00	0.00	1.00	EA		THE 800-06971-01	EA	41,940.12	41,940.12
				1.0	TruNarc Delta,3 Year Warranty,Train			
					12,English. Warranty includes factory repair,			
					loaner units when available and 24/7 technical			
					support. Includes TruNarc on-site instructor led			
					training for up to 12 students within the			
					Continental United States - expires 9 months			
					after date of purchase.			
1.00	0.00	1.00	EA		THE 810-03251-01	EA	897.85	897.85
				1.0	TruNarc Solution Kit (Type H2) - 100			



QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10272863	
Order Date	Page
02/27/2026 15:43:04	2 of 2

Quote Expires On: 03/09/2026

Contract No: OMNIA PoP Contract #159469

Quantities					Item ID	Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM	Disp.	Item Description	UOM	Price	Price
			Unit Size			Unit Size		

TruNarc Solution Kit (Type H2) for identification of Heroin and other special narcotics. Kit includes 100 Test Sticks and 100 Solution Vials with Methanol. Note that because of the Methanol, this product ships as a Hazardous Goods shipment.

Ordered As: 810-03251-01

1.00	0.00	1.00	EA		T_JINES	EA	0.00	0.00
				1.0	For questions concerning this proposal, please contact Tony Jines with Safeware. Direct Line: 615-864-1488 Email: tjines@safewareinc.com	1.0		

Ask me about the leasing and financing options that Safeware offers!

Sales Representative : tjines@safewareinc.com

Total Lines: 4

SUB-TOTAL: 42,837.97
TAX: 3,748.32
AMOUNT DUE: 46,586.29
U.S. Dollars

RE: [External] TruNarc Quote Request

From Pollum, Denise <denise.pollum@thermofisher.com>

Date Wed 3/4/2026 5:49 AM

To Alena Dondero <adondero@bishoppd.org>

Hi Alena,

It doesn't look like we have an account setup for your agency yet. If you would like to receive a formal quote to purchase through Fisher, I would be happy to set one up for you. I would just need your shipping and billing address as they appear on your PO as well as a tax exemption form if applicable.

Your agency can purchase the device through Fisher's NASPO contract. This offers a discount off list price, free shipping, and pre-approved terms and conditions. Below is a price breakdown for the warranty lengths we have available.

		List	NASPO
17-805-012	TruNarc Delta, Unlimited, Warranty - 1 Yr	\$32,800.00	\$31,012.24
17-805-013	TruNarc Delta, Unlimited, Warranty - 2 Yrs	\$35,500.00	\$33,565.07
17-805-014	TruNarc Delta, Unlimited, Warranty - 3 Yrs	\$38,000.00	\$35,928.81
17-805-015	TruNarc Delta, Unlimited, Warranty - 4 Yrs	\$39,500.00	\$37,347.05
17-805-016	TruNarc Delta, Unlimited, Warranty - 5 Yrs	\$41,900.00	\$39,616.24

We also have these items on GSA if you would prefer to use that contract to purchase.

Please let me know if you have any questions or would like to proceed with creating an account.

Have a great day!

Denise

From: Alena Dondero <adondero@bishoppd.org>

Sent: Monday, March 2, 2026 1:22 PM

To: Pollum, Denise <denise.pollum@thermofisher.com>

Subject: Re: TruNarc Quote Request

CAUTION: This email originated from outside of Thermo Fisher Scientific. If you believe it to be suspicious, report using the 'Report this email' button, which is displayed with a shield icon in Outlook, or send to SOC@thermofisher.com.

No training just a quote price.

Alena Dondero
Police Service Tech

Bishop Police Dept
207 W. Line Street
Bishop, CA 93514
Wk (760) 873-5866
Cell (760) 937-8201

Sales Quotation

Quote Number	Created Date	Exp. Delivery Terms	Page
00498634	03/21/2026	ARO	1 / 9
Contact:	Phone	Payment Term	Valid To
Raymond Padilla		Net 30	03/27/2026
Inco Terms		Shipping Method	
FOB Origin - Tewksbury, MA		Fed Ex	

Thermo Scientific Portable Analytical Instruments Inc.

2 Radcliff Rd
Tewksbury, Massachusetts 01876
United States

Submitted To:

Nathan Derr
Bishop Police Department
, California 93514
United States

Phone: 7607841407
Email: nderr@bishoppd.org

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

To Place an Order:

Contact: Ray Padilla
Phone: 303-882-3917
Fax:
Email: raymond.padilla@thermofisher.com
Additional instructions, terms & conditions on last page

Pos.	Product Code	Product Name	Sales Price	Quantity	Total Price
1.00	800-06961-01	TruNarc Delta,3 Year Warranty,English	USD 33,440.00	1.00	USD 33,440.00
		TruNarc Delta Model with 3 years of warranty. Warranty includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.			
2.00	810-03251-01	TruNarc Solution Kit (Type H2) - 100, English	USD 0.00	1.00	USD 0.00
		TruNarc Solution Kit (Type H2) for identification of Heroin and other special narcotics. Kit includes 100 Test Sticks and 100 Solution Vials with Methanol. Note that because of the Methanol, this product ships as a Hazardous Goods shipment. The shelf life for Type H2 sticks is approximately one year from shipment.			
			Tax:	USD 2,926.00	
			Total:	USD 36,366.00	

Excludes Taxes and Import Fees

Fully Insured 2nd Day Federal Express delivery in U.S., Canada, and Puerto Rico

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Important Note: Please issue POs to Thermo Scientific Portable Analytical Instruments Inc

Federal Tax ID No.: 01-0650031

CAGE CODE: 392A9

DUNS #: 11-289-3131

Bank of America ABA# for Wire Payments: 026 009 593

Bank of America ABA# for ACH Payments: 111 000 012

Beneficiary Account Number: 4426843850

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the Thermo Scientific Portable Analytical Instruments Inc. Terms and Conditions of Sale attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order that your company issues and (iii) the Terms and Conditions shall exclusively govern the transaction(s) contemplated hereby

Signature of authorized company representative

Date

Phone#

Print Name

Title

Email

Model #

Amount + S&H

Purchase Order Number

E-mail to:

PAIglobalcustomerservice@thermofisher.com

Fax to: 1-877-680-2568

Order Processing Address:

raymond.padilla@thermofisher.com

Thermo Scientific Portable Analytical Instruments Inc

2 Radcliff Road

Tewksbury, MA 01876

Remit check Payment To:

Thermo Scientific Portable Analytical Instruments Inc

PO Box 415918

Boston, MA 02241-415918

Payment Details

Method of Payment

☐ Net 30 (Attach Credit Application & Credit References)☐ Credit Card☐ Check☐ Wire Transfer

Sales Tax Application

☐ Yes Apply Sales Tax☐ No*- If no, you must provide a copy of your tax exemption certificate along with your purchase order.*****Please contact your customer service representative with your credit card information. (Do not send any credit card info via email or fax.)******Address Verification**

Please make corrections if necessary below:

Bill to:

Bishop Police Department

377 West Line Street

Bishop, California 93515

United States

Ship to:

Bishop Police Department

377 West Line Street

Bishop, California 93515

United States

Additional Options / Accessories

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC – TERMS AND CONDITIONS OF SALE Last revised October 2025

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1.

GENERAL. Thermo Scientific Portable Analytical Instruments Inc ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this agreement (the "Agreement") differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2.

PRICE. All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions, including without limitation in the event of any significant change of foreign currency exchange rate, tariffs, or other applicable laws, regulations, or policies, which are not part of Seller's original price quotation. In the event Buyer does not agree to such price adjustment within five (5) business days after an adjustment has been communicated to Buyer in writing, Seller has the right to terminate this Agreement (or any offer, quote, or transaction otherwise based upon these terms) unilaterally with no liability to Buyer. Such termination takes effect immediately upon Buyer's receipt of Seller's written notice of termination, and if other provisions of the Agreement are inconsistent with this clause, this clause shall prevail.

3.

TAXES AND OTHER CHARGES. Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall be solely responsible for obtaining any and all necessary licenses, registrations, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to the use or possession of the products contemplated herein that include radioactive isotopes, or x-ray tubes if any.

Buyer shall pay Seller such surcharges, or other fees, in respect of the sale of Products hereunder as Seller deems necessary and appropriate (in Seller's sole, good-faith, reasonable discretion) to account for changes in the cost to product, develop, market, or sell the Products to Buyer hereunder (whether as the result of the imposition of tariffs or otherwise). All such surcharges must be paid by Buyer in accordance with the payment terms set forth herein. Buyer agrees that such surcharges, or other fees, or any termination thereof, shall take effect immediately upon written notice thereof by Seller to Buyer. In the event that Seller's quote and/or order acknowledgement set forth surcharges, those documents shall be considered adequate written notice to Buyer that said surcharges are Buyer's responsibility. Any such surcharges shall not constitute an increase in the Price(s) of any Products or Services sold under this Agreement

4.

TERMS OF PAYMENT. Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5.

DELIVERY CANCELLATION OR CHANGES BY BUYER. The Products will be shipped to the destination specified by Buyer, F.O.B. shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of

Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without prior written consent of seller.

6.

RETURN OF PRODUCTS/RESTOCKING CHARGE. Buyer must obtain permission from Seller prior to returning Products. The request must be received within ten (10) days of receipt of the Products. Older items, service parts, and discontinued items cannot be returned for credit. In order to obtain a RMA number, Buyer must contact Seller's customer support. Seller, in its discretion, may impose a twenty (20%) percent restocking charge of the price paid for any item authorized for return for credit

7.

TITLE AND RISK OF LOSS. Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier irrespective of which Party's carrier is used for the transport or the manner of payment ascribed to the transport; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

8.

WARRANTY. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to Last revised 2025-10-15 repair or replace, Products and/or provide additional parts or services as reasonably necessary to cause the same to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and /or a Return Material Authorization ("RMA), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this Warranty shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

9. INDEMNIFICATION

9.1.

By Seller. Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") arising out of third party claims (i) for injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event(a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

9.2.

By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

10.

SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related Last revised 2025-10-15 documentation provided hereunder and all copies and portions thereof

11.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 8 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT

12.

EXPORT RESTRICTIONS. Buyer acknowledges that the provision by Seller of products (including components and spare parts), software, services (including warranty services), technology or intellectual property, including technical information supplied by Seller or contained in documents (collectively Items), is subject to applicable export controls of the U.S. government and other jurisdictions, including but not limited to the European Union. These controls may require Seller or Buyer to first obtain a license (or similar requirement) from the relevant authority, or regulatory body. Seller shall not be liable to Buyer for any delay or failure to obtain the licenses or approvals that Seller reasonably believes are necessary. Buyer shall comply with all applicable export laws and regulations. Buyer shall not, without first obtaining from the relevant authority or regulatory body any license required to do so lawfully, export or re-export any Item (either directly or indirectly), to: (i) any restricted or embargoed country or any person or organization whose privilege to participate in exports has been denied or restricted by the applicable authority; or (ii) any person or organization who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Buyer agrees not to use any supplied Item in restricted or prohibited activities such as nuclear explosives, unsafeguarded nuclear activities, chemical or biological weapons development, restricted rocket or missile systems, or restricted military purposes. Buyer will, on request (i) promptly provide written information correctly identifying the end user and end use of any Items (including any information as it may relate to a subsequent transfer of such Items by Buyer); and (ii) cooperate fully with Seller in any official or unofficial audit or inspection arising in respect of the Items under applicable export or import control laws or regulations. Buyer will ensure that the customers and end users to whom Buyer re-sells or transfers the Items agree in writing to the provisions of this Section and Buyer covenants to use its best efforts to enforce such provisions against customers and end users. Buyer shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents and/or representatives. In addition, failure of Buyer to comply with this Section shall be a material breach of this Agreement and shall entitle Seller to immediately terminate this Agreement. Seller shall be entitled to terminate this Agreement without prior notice if such termination is necessary in order to comply with applicable export laws and regulations.

13.

HAZARDOUS MATERIALS. Some Products may require special packaging, labeling, marking and handling. Carriers may add additional freight charges for the handling or transporting of these materials. The consolidating of such material with other Products may be prohibited. Additional freight charges will be billed per Seller's shipping terms. Be sure to advise Seller of shipping instructions for these hazardous materials to reduce your freight costs.

14.

INSURANCE. Seller and Buyer will each carry and maintain, at their own expense, insurance to cover their obligations under this Agreement, which at a minimum shall include (1) commercial general liability (public liability) insurance including contractual liability coverage covering bodily injury and property damage with limits of not less than the equivalent of USD 1,000,000 per occurrence and USD 2,000,000 in the aggregate; and (2) any other insurance required by law or regulation. Seller's commercial general liability policy shall include Buyer as an additional insured (to the extent such status is commercially available) only with respect to and to the extent of the insurable liabilities and obligations assumed by Seller under this Agreement.

15.

MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void; Buyer agrees that Seller may use subcontractors to fulfil all or a part of its obligations hereunder in Seller's sole discretion. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for non-clinical, non-diagnostic, non-therapeutic use only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other (j) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in these [terms and conditions] or a writing manually executed by Seller (including without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, created, developed or licensed, by Seller; any confidentiality obligations imposed on Seller; any rights to items or services not specifically identified in Seller's quotation; any obligation that Seller's products or services conform to any requirement other than Seller's published specifications therefor; any audit rights, inspection (whether of products, documentation, or otherwise) rights, or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended), the requirements, as amended, of the CustomsTrade Partnership Against Terrorism, or any code of conduct, quality program, information security program, background or drug screening program or other guidelines, programs or policies, in each case, promulgated or required by Buyer; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby, including without limitation any obligation Last revised 2025-10-15 of Seller to comply with any Federal Acquisition Regulation, Defense Federal Acquisition Regulation, or any other rule, regulation, or policy of any government entity that would only bind Seller by virtue of Seller's assent thereto, in each case regardless of whether identified as such; any obligation that Seller contract with any third party on any particular terms; any requirement that Seller inspect, audit, or otherwise oversee any third party; any right of Buyer to withhold all, or any portion, of the purchase price of any products or services provided hereunder for any period of time; any right of Buyer to return, or condition acceptance of, any products or services on any basis other than compliance with Seller's acceptance criteria; any right of Buyer, itself or through any third party, to remediate any defects in, replace or re-perform, any products or services provided hereunder at Seller's cost or expense; any obligation that Seller procure or maintain insurance coverage on any specific terms (including without limitation as to type, quality, amount, waiver of subrogation, or additional insureds); any requirement that Seller personnel bind themselves in their personal capacities; any requirement that Seller or its personnel execute any additional instrument as a condition to Seller's performance hereunder; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; any early-payment, or other, discount; any obligation of Seller to maintain a supply of spares, or otherwise make any services available, for any particular period of time; any representation, warranty or other obligation of Seller to provide pricing comparable to, or more favorable than, the pricing that Seller provides to others; any restriction of, or prohibition on, Seller's ability to modify, change or discontinue any of its products, processes or services; or any waiver by Seller of any right to enforce any of the terms hereof).

16.

SOFTWARE-AS-A-SERVICE TRANSACTIONS. IF YOU ARE PURCHASING ANY PRODUCTS PROVIDED BY SELLER HEREUNDER AND DESCRIBED IN THE RELEVANT QUOTATION OR PURCHASE ORDER AS A SUBSCRIPTION TO ANY THERMO FISHER SOFTWARE-AS-A-SERVICE OFFERING (ANY SUCH PRODUCT, HEREINAFTER, A "SUBSCRIPTION"), THEN IN RESPECT OF SUCH SUBSCRIPTION(S) ONLY

(a) The following terms and conditions of this Agreement shall not apply: Sections 6-7, 9.1, and 13.

(b) The following terms and conditions of this Agreement shall be modified as set forth below:

(i) Section 5 shall be replaced in its entirety with the following: 5. CANCELLATION OR CHANGES BY BUYER. Seller reserves the right to suspend or terminate the Buyer's Subscription(s), in whole or in part, if Buyer fails to make any payment to Seller when due, otherwise fails to

perform its obligations hereunder, or fails to comply with the Seller's Terms of Use agreement agreed to by Buyer and governing Buyer's use of the Subscription(s), as in effect from time to time (the "Terms of Use"). Seller will not be liable for any loss or damage resulting from any delay in activation of the Subscription(s) or failure to activate the Subscription(s) which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the activation of the Subscription(s) within a reasonable period of time, and Buyer will not be entitled to refuse payment or otherwise be relieved of any obligations as the result of such delay. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor.

(ii) Section 8 shall be replaced in its entirety with the following: 8. WARRANTY. BUYER AGREES AND ACKNOWLEDGES THAT THE SUBSCRIPTIONS ARE SOLD "AS-IS", WITH NO WARRANTIES EXPRESSED OR IMPLIED. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, ORAL OR WRITTEN, WITH RESPECT TO THE SUBSCRIPTIONS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

(iii) Section 10 shall be replaced in its entirety with the following:

10. SOFTWARE. This Agreement shall not be construed to grant to Buyer any patent license, know-how license or any other rights except as specifically provided herein. Buyer agrees and acknowledges that, by virtue of its purchase of the Subscriptions hereunder, it does not acquire any intellectual property rights (whether by license, assignment, or otherwise) of Seller, including without limitation any rights to the Subscriptions or related software or hardware systems (except for the limited right to use the Subscription subject to the terms and conditions set forth herein). Buyer shall not reverse engineer or copy the design, algorithms, or code, or any components thereof, of any information related to the Subscriptions for any purpose.

(iv) In Section 11, the language "ONE MILLION DOLLARS (\$1,000,000)" shall be replaced with "TEN THOUSAND DOLLARS (\$10,000)".

(c) The following additional terms and conditions shall apply TERMS OF USE. Buyer hereby acknowledges and agrees that it shall comply with all terms and conditions of the Terms of Use, and that Buyer's use of the Subscription in violation of any such terms and/or conditions shall entitle Seller, without prejudice to any other remedies that may be available to Seller at law or in equity, to terminate Buyer's use of the Subscription(s) effective immediately. Buyer further agrees and acknowledges that it shall not be entitled to any refund of any portion of the purchase price paid in respect of Subscription(s) cancelled by Seller pursuant to Seller's rights under this Section and/or the Terms of Use. Buyer's rights to use these Subscription will begin upon Seller's transmission to Buyer of Subscription link and end 12 months from this date unless otherwise terminated by Seller. In the event of any conflict between this Agreement and the Terms of Use, the Terms of Use shall control.

17.

Customer acknowledges that the provision by Company of products (including components and spare parts), software, services (including warranty services), technology or intellectual property, including technical information supplied by Company or contained in documents (collectively Items), is subject to applicable export controls of the U.S. government and other jurisdictions, including but not limited to the European Union. These controls may require Company or Customer to first obtain a license (or similar requirement) from the relevant authority, or regulatory body. Company shall not be liable to Customer for any delay or failure to obtain the necessary licenses or approvals. Customer shall comply with all applicable export laws and regulations. Customer shall not, without first obtaining from the relevant authority or regulatory body any license required to do so lawfully, export or re-export any Item (either directly or indirectly), to: (i) any restricted or embargoed country or any person or organization whose privilege to participate in exports has been denied or restricted by the applicable authority; or (ii) any person or organization who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Customer agrees not to use any supplied Item in restricted or prohibited activities such as nuclear explosives, unsafeguarded nuclear activities, chemical or biological weapons development, restricted rocket systems, or military purposes. Customer will, on request (i) promptly provide written information correctly identifying the end user and end use of any Items (including any information as it may relate to a subsequent transfer of such Items by Customer); and (ii) cooperate fully with Company in any official or unofficial audit or inspection arising in respect of the Items under applicable export or import control laws or regulations. Customer will ensure that the customers and end users to whom Customer re-sells or transfers the Items agree in writing to the provisions of this Section and Customer covenants to use its best efforts to enforce such provisions against customers and end users. Customer shall indemnify and hold Company harmless from, or in connection with, any violation of this Section by Customer or its employees, consultants, agents and/or representatives. In addition, failure of Customer to comply with this Section shall be a material breach of this Agreement and shall entitle Company to immediately terminate this Agreement; Company shall be entitled to terminate this Agreement without prior notice if such termination is necessary in order to comply with applicable export laws and regulations.

18.

Notes:

- Items marked with an asterisk (*) on the face of the quotation are non-Thermo Electron North America LLC products.
- Prices, warranty, installation and service on the items quoted herein are available only in the United States and may not be otherwise assigned.
- Tax exemption certificates or direct pay permits must be provided with the order documents, if applicable. If tax exemption documentation is not provided, buyer shall pay federal, state, and local taxes in addition to the price stated on this quotation.

- Buyer shall not export or re-export technical data or products supplied by Thermo Electron North America LLC in violation of applicable export regulation. Buyer who exports products purchased hereunder assumes all responsibility for obtaining required export documentation, authorization, and payment of all applicable fees.

- All prices are quoted in USD

To keep you informed, we offer a convenient way to track your order status through our Order Lookup solution. Please visit <https://www.thermofisher.com/store/orders/solu/> to access real-time updates and stay up to date on your shipment.

FILED
San Diego Superior Court

APR 29 2025

Clerk of the Superior Court
By: T. Spain

**THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO**

THE PEOPLE OF THE STATE OF
CALIFORNIA,

Plaintiff,

vs.

EMMANUEL GAXIOLA ESPINOZA,

Defendant.

) Case No.: CD306365
) DA No.: AFI134

) FINDINGS OF THE COURT RE: RAMAN
) SPECTROSCOPY AND THE THERMO
) FISHER SCIENTIFIC TRUNARC
) HANDHELD NARCOTICS ANALYZER

) Date: April 29, 2025
) Time: 9:00 a.m.
) Dept.: 1302

Having read and considered briefing submitted by the parties, exhibits attached thereto, as well as testimony provided at a hearing conducted in accordance with *People v. Kelly* (1976) 17 Cal.3d 24 [*Kelly*], and argument by Counsel, THE COURT HEREBY FINDS:

1. Matthew Gabel is an expert on Raman spectroscopy and its application in the TruNarc Handheld narcotics analyzer manufactured by Thermo Fisher Scientific.
2. The TruNarc Handheld Narcotics Analyzer manufactured by Thermo Fisher Scientific uses Raman spectroscopy to presumptively identify the molecular composition of and thereby identify controlled substances.
3. Raman spectroscopy identifies a substance through the emission of photons in a laser, which upon contact excite the substance's chemical bonds, resulting in a shift of the photons based on the distinctive characteristics of the material's molecular structure,

permitting a Charge Coupled Device to read the spectral signal, and thereby identify the substance based upon its distinct Raman spectra.

4. This process of Raman spectroscopy has gained wide acceptance in the scientific community and has been used in published articles and wide fields of study since the 1970s, and as such, is not a “new” or “novel” scientific technique within the meaning of *People v. Fortin* (2017) 12 Cal.App.5th 524, and *People v. Municipal Court (Sansone)* (1986) 184 Cal.App.3rd 199.
5. Raman spectroscopy is generally accepted in the scientific community, including the forensic scientific community.
6. The State of California has included Raman spectroscopy in legislation in California Health and Safety Code section 11300(c) as a recognized scientific procedure for its use as a type of “controlled substance checking equipment.”
7. In the present case, the three required findings of *Kelly* were satisfied, and as such the results derived from the TruNarc Handheld Narcotics Analyzer were found to be admissible at the preliminary examination.

IT IS SO ORDERED.

DATED: 4/29/2025



MATTHEW BROWER,
JUDGE OF THE SUPERIOR COURT



Agenda Item: 9.C
Date of Meeting: April 13, 2026
Department: Police

STAFF REPORT

To: City Council
From: Nate Derr
Subject: **Purchase of 3D Forensic Crime Scene Scanner**
Prepared On: March 24, 2026
Attachments: Faro Quote
Leica Quote
Artec Ray II Quote

Background/History:

The Police Department currently relies on traditional measurements, photographs, and diagramming techniques when documenting crime scenes and traffic collisions. While effective, these methods are time-consuming and can require extended roadway closures during serious collisions or major incidents.

Modern 3D forensic laser scanners create highly accurate digital models of a scene by capturing millions of measurement points using laser technology. The resulting digital reconstruction allows investigators to examine and measure the scene after it has been cleared, preserving evidence and scene geometry with a high degree of accuracy.

These systems are widely used by major law enforcement agencies, including California Highway Patrol Major Accident Investigation Teams (MAIT/MET), and have become an industry standard for documenting serious collisions and complex crime scenes. This would be a regionally used device as no Department in the Eastern Sierra current has a scanner available.

In addition to law enforcement use, the scanner can also support other City departments.

Potential uses include:

- Surveying intersections and roadway grades
- Documenting infrastructure conditions
- Supporting Public Works engineering and planning projects
- Mapping accident-prone locations for safety improvements

This cross-departmental capability increases the overall value of the investment.

Analysis/Discussion:

The use of three-dimensional forensic laser scanning technology has become increasingly common among law enforcement agencies responsible for investigating serious traffic collisions and complex crime scenes. These systems allow investigators to capture highly accurate spatial data using laser measurements, creating a permanent digital reconstruction of the scene that can be examined and measured long after the scene has been cleared.

Currently, officers rely primarily on traditional methods of scene documentation, including photographs, manual measurements, and hand-drawn diagrams. While these methods remain valuable investigative tools, they can be time-consuming and often require investigators to remain on scene for extended periods of time to ensure that all measurements and evidence locations are properly documented.

For major traffic collisions, extended documentation times can result in prolonged roadway closures, creating impacts to traffic flow, emergency response routes, and public safety. By utilizing a 3D laser scanning system, investigators can capture millions of measurements in a matter of minutes, significantly reducing the amount of time required to document a scene. Once the digital scan is complete, the roadway can be reopened while investigators continue their analysis later using the captured data.

This technology is widely used by major investigative agencies, including the California Highway Patrol Major Accident Investigation Teams (MAIT/MET), as well as regional crash reconstruction teams and forensic units across the country. The ability to produce highly accurate digital reconstructions improves the quality of collision reconstruction analysis and provides clear visual documentation that can be presented in court proceedings.

In addition to collision investigations, the scanner can be used to document serious crime scenes where precise measurements and spatial relationships are critical. The resulting digital models allow investigators to revisit the scene virtually, take additional measurements, and produce detailed diagrams and visualizations without needing to return to the original location.

Another benefit of the technology is its ability to support interdepartmental collaboration. The data collected by these systems can also be used by other City departments, including Public Works, for surveying intersections, analyzing roadway geometry, documenting infrastructure conditions, and supporting engineering projects. This multi-departmental application increases the overall value of the investment and aligns with the City's strategic goal of maximizing the utility of municipal technology investments.

The purchase of a forensic laser scanner was previously identified during the City's strategic planning process for Fiscal Year 2025/2026 and is consistent with Strategic Plan Goal 4.6, which focuses on implementing modern technology to improve operational efficiency and service delivery. Adoption of this technology will allow the Police Department to modernize investigative capabilities, improve documentation accuracy, enhance officer safety, and reduce impacts to the public during major incidents.

Overall, the implementation of this system represents a forward-looking investment that supports evidence-based investigations, improves operational efficiency, and aligns with current best practices in public safety agencies.

Impacts to Council Goals and Strategic Planning Priorities:

This purchase directly supports Strategic Plan Goal 4.6, which focuses on implementing modern technology and tools that improve operational effectiveness, investigative capability, and service delivery.

This project was identified and pre-approved during the FY 2025/2026 strategic planning process as a priority investment to enhance investigative capabilities and improve operational efficiency.

Budget Impacts:

Funding for the purchase of the 3D forensic laser scanning system is already included in the Fiscal Year 2025/2026 Capital Equipment budget for the Police Department. As a result, approval of this purchase will not require any additional appropriation or budget amendment.

In accordance with the City’s purchasing policy, the Police Department obtained three quotes for comparable forensic laser scanning systems:

Vendor Quote	Amount
Faro	\$69,284.72
Leica Geosystems	\$100,348.42
Indicate Artec-ray	\$103,800.00

Faro Technologies represents the lowest responsive quote and meets the operational requirements for forensic scene documentation.

The total cost of \$69,284.72 will be funded through the Police Department Capital Equipment budget line for FY 2025/2026, which was previously approved as part of the City's adopted budget.

This includes a 3 year Zone 3 expert (\$4,994.00) and 3 year Scene (\$5,354.00) subscription.

Because the project was identified and approved during the City’s strategic planning process, the purchase aligns with planned capital investments and supports Strategic Plan Goal 4.6, which emphasizes the adoption of modern technology to improve operational efficiency and investigative capabilities.

Legal Review:

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

Recommended Action:

City Council authorization to purchase a 3D forensic laser scanner system from FARO Technologies Inc. in an amount not to exceed \$70,000.00.

Approved By: Ethan Aukee 3/26/2026

Approved By: Robin Picken 4/7/2026

Approved By: Pam Foster 4/8/26

Approved By:



FARO Technologies Inc
125 Technology Park, Lake Mary FL
32746-6204
Phone No: 407-333-9911

Account Manager: Chris Taylor
Email: chris.taylor@faro.com
Sales Support: Ainel Grana
Contact Person: Robin Ludovico

Quotation No: 02203300
Quotation Date: 02/21/2025
Expiration Date: 03/23/2025

Lead Time: 2-6 weeks
Ship: Standard/Ground
Payment Terms: immediate payment
Delivery Terms: Ex Works

Bill To:

Bishop Police Department
207 W Line St
Bishop, CA, 93514-3497
US

Ship To:

Bishop Police Department
Bishop, United States
207 W Line St
Bishop, CA, 93514-3497
US

Notes:**UNIT COSTS**

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	DISCOUNT	TOTAL AMOUNT
LS9-PU-TAA	FARO Focus Premium 200m USA TAA Ships with: scanner head, Status Indicator, Quick Release, Battery, Power Dock, Power Supply, 64GB SD card, transport case, calibration certificate, quick start guide, manufacturer warranty	1	\$ 52,499	\$ 10,500	\$ 41,999
ACCS-PWR-0014	Focus Battery Power Block Power Block battery for Focus laser scanner and Freestyle.	1	\$ 652	\$ 98	\$ 554

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204
Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

ACSS8032	Standard Carbon Fiber Tripod Carbon fiber tripod, super lightweight, highly stable, low-vibration, customized for Focus scanners for perfect performance and increased durability.	1	\$ 1,390	\$ 208	\$ 1,182
TR-BL-SCN-POS	Scanner Training - Facility POS Blended Learning Training combines flexible online modules with interactive face-to-face sessions for a comprehensive educational experience. Course includes the principles of Scanner operation, setup, and basic measurements and software. Classroom trainings are scheduled on a first come first served basis. Classes can be cancelled within two weeks of the scheduled date if sufficient enrollment is not met. Point of Sale training includes up to 2 persons for online course and 2 day classroom session.	1	\$ 0	\$ 0	\$ 0
SV2-SCN-Y3	FOCUS Premium Complete Care-Year 3 Complete care coverage for Focus Premium scanners. Includes parts and labor for repairs and annual cleaning and calibration. Covers through year 3 from point of sale.	1	\$ 5,618	\$ 843	\$ 4,775

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

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www.faro.com
Nasdaq: FARO

ACCSS8063	High Resolution Panocam High resolution panorama camera for FARO® ScanPlan, records 360° images in high resolution and high quality, still image resolution 6720 x 3360	1	\$ 1,657	\$ 249	\$ 1,408
ACCS-0016	Panocam Mount High Speed Color Add-On mount to connect a high-resolution panoramic camera with the accessory bay of a FARO Focus laser. Panoramic camera not included.	1	\$ 599	\$ 90	\$ 509
SSA51007-3Y 	FARO Zone 3D Expert SUB 3Y Contract Date: 02/21/2025 - 02/21/2028	1	\$ 5,875	\$ 881	\$ 4,994
SSA0900-3Y 	SCENE Subscription 3 years SCENE Subscription 3 year New License Includes standard maintenance for three years. License containers sold separately. Contract Date: 02/21/2025 - 02/21/2028	1	\$ 6,299	\$ 945	\$ 5,354
TR-FZ3-O	FAROZone Onsite Training FARO Zone 3-day onsite instructor lead training. Priced per class, class size limited to 4 persons. NOTE: Training will expire if not taken within 90-days of purchase.	1	\$ 5,274	\$ 791	\$ 4,483

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

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USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

RECURRING COSTS					
ITEM NO.	DESCRIPTION	YRS	ANNUAL PRICE	DISCOUNT	SUBTOTAL
Total Unit Price:					\$ 79,863.00
Total Recurring Costs:					\$ 0.00
Total Discount:					-(\$ 14,605.00)
Sub Total:					\$ 65,258.00
Shipping & Handling:					\$ 32.17
Total Excluding Tax:					\$ 65,290.17
Total Taxes:					\$ 3,994.55
Total Due: (USD)					\$ 69,284.72

Check Payments:
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PO Box 116908
Atlanta, GA 30368-6908

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USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

Quotation No: 02203300

****Note: Taxes on this quote are budgetary estimates and are not binding. Taxes charged will be based on applicable tax rates assessed at the time of final invoice.**

Quote, including FARO Standard Delivery Terms and Conditions, accepted

Signature: _____ **Print:** _____

Title: _____ **Date:** _____

Accounts Payable Name: _____ **Email:** _____

Do you require a PO number to be referenced on the invoice () No () Yes - PO #: _____

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

PURCHASE AGREEMENT AND CONDITIONS OF SALE: As a condition of this agreement, the applicable contract terms are FARO's Standard Terms and Conditions of Sale, or, if the Parties have entered into current master sales terms, such negotiated master terms.

The FARO Standard Terms and Conditions can be found at the following Web link (if such is not an active link, please copy and paste the Web address into a Web browser):

<https://www.faro.com/terms/>

You can also obtain the terms from your FARO sales representative or please email Contracts.AMER@faro.com for a copy.

The following article contains all our calibration information under their respective product headings

https://knowledge.faro.com/Essentials/Hardware/Compensation_Calibration_and_Certification_Standards_for_FARO_Devices

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

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Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

QUOTATION - US - [REDACTED]

Date: 03/03/2026

- when it has to be right



Leica Geosystems Inc
Fed.Tax ID # 16-1516976
555 North Point Center East
Suite 700
Alpharetta, GA 30022

www.leica-geosystems.us
Phone 800 367 9453

Your reference [REDACTED] PD - RTC360 - Lea
Your phone [REDACTED]
Your Customer N° [REDACTED]

For clarifications, please contact
Eric Cowan

eric.cowan@leica-geosystems.com

PS 17% Discount Applied

POS	ARTICLE	QTY	PC	DESCRIPTION	UNIT PRICE	USD /TOTAL
10	1697	1	PC.	RTC360 Package with RCS		
				With following configuration:		
	838300	1	PC.	RTC360 Laser Scanner	75,390.00	75,390.00
					Discount	12,816.30-
	874800	1	PC.	Calibration Certificate "Silver" for		
				terrestrial laser scanners - issued	1.70	1.70
				by the manufacturer:	Discount	0.29-
				Angle and Distance measurement.		
	973449	4	PC.	GEB461 Battery int Li-Ion 10.8V/6.7Ah	450.00	1,800.00
					Discount	306.00-
	817063	1	PC.	GVP730 Container for RTC360	485.00	485.00
					Discount	82.45-
	842065	2	PC.	MS256 Industrial USB Stick 256GB	1,620.00	3,240.00
				capacity, USB 3.0	Discount	550.80-
	842066	1	PC.	GST80 Tripod Carbon	2,900.00	2,900.00
					Discount	493.00-
	865471	1	PC.	GVP736, Backpack for RTC360	525.00	525.00
					Discount	89.25-
	872515	1	PC.	Leica RTC360 QG,multil.1		
	874567	1	PC.	Leica RTC360 USB Documentation Card		
	874566	1	PC.	Leica Cyclone FIELD 360 Info Sheet		
	955235	1	PC.	Cyclone FIELD 360 Quick Plan Shipment FL		
	1432	1	PC.	Power Supply Configuration		

QUOTATION - US - [REDACTED]

Date: 03/03/2026

POS	ARTICLE	QTY	PC	DESCRIPTION	UNIT PRICE	USD /TOTAL
	799187	1	PC.	With following configuration: GKL341, Charger Pro 5000 Professional charger to charge up to 4x Li-Ion batteries GEB211/212, GEB221/222/223/321, GEB241/242/243, GEB331/333/334 and GEB361/363/364, Power cable included.	1,260.00 Discount	1,260.00 214.20-
	731440	1	PC.	AC power cable US to charger for Rugby/ Javelin.		
	1931	1	PC.	Reality Cloud Studio Software With following configuration:		
	1041101	1	PC.	RC Studio, 500GB Data	0.01	0.01
				6-month Trial of Reality Cloud Studio with 500GBs of data usage. Data usage is measured per-GB for upload (import), download, and processing services (including but not limited to registration and meshing). Trials include unlimited users, projects, and streaming with no recurring storage fees.		
				Trial will not renew.		
				Offer subject to Hexagon AG's HxDR Terms of Use, provided at: https://hxdr.com/tos		
200	6013573	1	PC.	1st yr RTC360 Laser Scanner CCP Silver consisting of: 1 yr Hardware Maintenance, 1 yr Customer Support	2,500.00 Discount	2,500.00 425.00-
230	1315	1	PC.	Cyclone REGISTER 360 PLUS Permanent		

QUOTATION - US - [REDACTED]

Date: 03/03/2026

POS	ARTICLE	QTY	PC	DESCRIPTION	UNIT PRICE	USD /TOTAL
	979836	1	PC.	With following configuration: Cyclone REGISTER 360 PLUS Permanent Supports the import of all sensor data and now includes the Cyclone PUBLISHER functionality and export from Cyclone FIELD 360. Cyclone REGISTER 360 provides access to 5 seats of Cyclone FIELD 360.	11,200.00 Discount	11,200.00 1,904.00-
250	6018134	1	PC.	Cyclone REGISTER 360 PLUS CCP 1yr Technical support by telephone/email. Software updates.	2,130.00 Discount	2,130.00 362.10-
280	2020	1	PC.	Map360 Pro, Permanent With following configuration:		
	916318	1	PC.	Map360 Pro, Permanent	6,800.00 Discount	6,800.00 1,156.00-
300	6015993	1	PC.	Map360 Pro CCP 1yr. Technical support by telephone/email. Software updates.	1,690.00 Discount	1,690.00 287.30-
330	6010779	1	PC.	NIST Calibrated ScanStation P30/P40 Dual Target Pole Kit consisting of: 1 x ScanStation P30 / P40 Dual Target Pole Kit (840867) 2 x GZT21, 4.5" Circular Black &White Tilt-N-Turn Target (822694) 1 x NIST Certificate for ScanStation P30/P40 Dual Target Pole (5003964) With following configuration:		
	840867	1	PC.	ScanStation P30 / P40 Dual Target Pole Kit	1,700.00 Discount	1,700.00 289.00-
	5003964	1.000	AU	NIST Certificate for ScanStation P30 / P40 Dual Target Pole	1,300.00 Discount	1,300.00 221.00-
360	5311246	1	PC.	4 Days On-Site Training	7,980.00 Discount	7,980.00 1,356.60-
				Total before tax		100,348.42
				Sales Tax		
				Total		100,348.42

QUOTATION - US - [REDACTED]

Date: 03/03/2026

Offer subject to Leica Geosystems terms and conditions, available at:
https://portal.leicaus.com/US_GT_Cs_of_Sales.txt
Full Software License Agreement: www.leica-geosystems.com/TCSL
Full Standard Warranty: www.leica-geosystems.com/TCLW

In addition our delivery- and payment conditions are as follows:

Validity : [REDACTED]

Terms of payment : 30 days net

With your signature you accept our offer on behalf of your company as above and you confirm, that you are authorized to do so.

Name _____

Title _____

Date/Place _____

Signature _____

If you prefer using your own PO format, please issue to:

Leica Geosystems Inc.
555 North Point Center East
Suite 700
Alpharetta, GA 30022
Phone: 770-326-9612

However, the remittance address for payments is:

Leica Geosystems Inc
PO Box 536874
Atlanta GA 30353-6874



We are pleased to quote:

Bishop Police Department - Artec Ray II

Prepared for:

Bishop Police Department

Robin Ludovico

rludovico@bishoppd.org

17608735866

Quote No: 20260227-154112161

Date: February 27, 2026

Valid Until: March 29, 2026

From: Kevin Alvarado

kalvarado@indicatetechnologies.com

Free Shipping

Products & Services

Item & Description	SKU	QTY	Unit Price	Total
Artec 3D Artec Ray II	ARTC-RAYII	1	\$97,800.00	\$97,800.00
Artec Studio 20 (Lifetime License)	ARTC-AS19-LL	1	\$4,300.00	\$4,300.00
Carbon Line tripod-RAY 2	ITI-ART-CARB-TRIPOD-RAY-2	1	\$1,700.00	\$1,700.00
One-time subtotal				\$103,800.00
Total				\$103,800.00

ORDERING INFORMATION

This offer is subject to the following terms and conditions.

- Purchase orders may be emailed to kalvarado@indicatetechnologies.com with orders@indicatetechnologies.com CC'd. If needed, you may also fax purchase orders to (408) 317-0383.
- This quotation is non-binding. A binding contract between our companies enters into effect with your receipt of a corresponding order conformation.
- Address purchase orders to: Indicate Technologies Inc. Please reference the quotation number on the purchase order.
- Make deposits payable to: Indicate Technologies Inc. Indicate Technologies Inc. is a factory-authorized distributor and service provider.
- Payment terms upon approval of credit are: 50% deposit with purchase order and 50% net 30 days after shipment or delivery of first service, for orders delivered within the United States. (The deposit may be waived for service contract orders and order amounts totaling less than \$8,000 at the discretion of the ITI Accounting department.)
- Shipping is via EXW, EX Works (Incoterms 2020). Quoted price does not include subsequent costs (freight, rigging, import duties, broker fees, delivery, etc.), which are the responsibility of the customer.
- Minimum billing for Service Labor not covered under contract is \$225.
- Travel for work not covered under contract is billed at the applicable labor rate.
- Availability is typically 2-4 weeks; an estimated ship date (or delivery of service) will be set after acceptance of a valid purchase order.
- A Request for Binding Contract / Order Form is included for convenience.
- All business conducted with Indicate Technologies Inc. is based on our Standard Terms and Conditions as attached to this offer.

[View STANDARD TERMS AND CONDITIONS of Indicate Technologies Inc. by clicking this link](#)

Signature

Signature

Date

Printed name

Questions? Contact me



Kevin Alvarado

kalvarado@indicatetechnologies.com

Indicate Technologies Inc

2065 Martin Ave

103

Santa Clara, CA 95050

United States



Agenda Item: 9.D
Date of Meeting: April 13, 2026
Department: Community Services

STAFF REPORT

To: City Council
From: Dan McElroy
Subject: **Memorandum of Understanding between the City of Bishop and Friends of the Eastern Sierra Community Gardens**
Attachments: MOU - Friends of the Eastern Sierra Community Garden 2026

Background/History:

On August 20th, 2023, the City of Bishop entered into a Memorandum of Understanding with the Friends of the Eastern Sierra Gardens. This MOU has the United Methodist Social Services as the 501(c)(3) of record. The Friends of the Eastern Sierra Gardens has made a request to update the current MOU. This request includes the removal of the United Methodist Social Services as 501(c)(3) to be replaced with Sierra Forever as the nonprofit associated with the Community Garden. This also allows for the update of the current City Mayor, City Administrator, and Garden President.

Analysis/Discussion:

The City of Bishop Community Services Department has worked with the Friends of the Eastern Sierra Gardens to help create a space at the City Park which welcomes all visitors. This relationship with the Gardens has enhanced the City Park and has a link to the community by providing education and gardening opportunities for community members without space for growing vegetables. By entering into this MOU, the update will account for current Mayor, City Administrator, Friends of the Eastern Sierra Gardens President, and Sierra Forever as the 501(c)(3).

Impacts to Council Goals and Strategic Planning Priorities:

None

Budget Impacts:

None

Legal Review:

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

Recommended Action:

Council consideration to enter into a revised Memorandum of Understanding between the City

of Bishop and the Friends of the Eastern Sierra Gardens.

Approved By: Ethan Aukee 4/8/2026

Approved By: Robin Picken 4/8/2026

Approved By: Dean Pucci 4/8/2026

Approved By: Pam Foster 4/8/2026

CITY OF BISHOP, CALIFORNIA
MEMORANDUM OF UNDERSTANDING

This Agreement, made and entered into this ____ day of _____ 2026, by and between The City of Bishop, hereinafter referred to as “COB” and the Friends of Eastern Sierra Gardens (Friends of ESG), a program of Eastern Sierra Interpretative Center, a California nonprofit corporation with its principal office and place of business in Bishop, CA, hereinafter referred to as the “ESIC.”

WITNESSETH

WHEREAS, it is the mission of COB, through the Department of Community Services, to enrich the lives of our citizens through the stewardship of the city's natural resources and the efficient and responsive provision of quality leisure opportunities, experiences, and partnerships; and

WHEREAS, a diversity of well-maintained facilities for outdoor recreational pursuits is key to Community Service's ability to serve the citizens of the greater Bishop area; and

WHEREAS, the purpose and intent of this Agreement is to establish responsibilities and roles of COB and the Friends of ESG/ESIC regarding certain real property managed by the COB in Bishop Park, commonly known as the “Community Garden” as shown in **Exhibit A** (attached), and which will ensure efficient and effective communications and support for the Bishop City Park; and

WHEREAS, the Friends of ESG/ESIC was established in 2011 to develop the Community Garden to provide individual plots for residents and a demonstration garden for use in horticultural educational outreach programs; and

WHEREAS, COB Community Services and Friends of ESG/ESIC have engaged in a cooperative effort to provide high quality facilities, volunteer opportunities, and special events and programs for the benefit of the citizens of the greater Bishop area in connection with the community garden since 2017; and

WHEREAS, the parties desire to continue this effort under the terms of this Memorandum of Understanding for a term of twenty years.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of such consideration being hereby acknowledged, the parties hereby agree as follows:

1. COB Responsibilities.

COB, through the Community Services Department, shall:

(a) Agree to the development of the Community Garden by Friends ESG/ESIC for individual plots for residents and demonstration gardens for the use in educational outreach programs.

Such use is non-exclusive; as the entirety of the Community Garden remains a public space open to all.

(b) Have exclusive operational control of the Bishop City Park, including below-ground irrigation components associated with the Community Garden to the point of connection with the Community Garden. Such control does not include ownership of renovations and improvements within the garden (i.e. bed materials, pathways, storage sheds, compost, fencing, signage, and all pipe and irrigation components after the point of connection, etc.) which are to remain under the control and ownership of Friends of ESG/ESIC.

(c) Provide the following services related to the operation and maintenance of the Community Garden:

- i. Litter and trash receptacles. The COB shall be responsible for the provision and the maintenance of trash and/or recycling receptacles in or around the Community Garden.
- ii. Pruning. The COB will prune the surrounding trees near the Community Garden when necessary and in a manner consistent with COB's regular practice.
- iii. Water. The COB shall provide water for the Community Garden.
- iv. Turf. The COB shall maintain the surrounding turf, up to the Garden boundary, including controlling weeds, when necessary, in a manner consistent with COB's regular maintenance practices, including all applicable laws, regulations and ordinances that relate to the use of any herbicides and/or pesticides.
- v. Wood chip mulch. The COB shall provide wood chip mulch for the Community Garden when requested and if available.
- vi. Irrigation. The COB will repair and maintain below-ground pipe to the point of connection to the Community Garden. Repair of pipe and irrigation components after the point of connection is the responsibility of Friends of ESG/ESIC.

(d) Establish, receive, and administer pursuant to COB accounting policies all rentals, fees, or charges related to use of the park. COB shall provide such staff support for the operation of the Park as it shall deem necessary in its sole discretion.

(e) Designate an employee or employees to serve as a liaison to Friends of ESG/ESIC and provide information and consult in a timely manner about operations of the Park and plans for future programming and projects related to the Park, consulting services, technical expertise, and professional assistance/participation. Such staff representative shall convey to the Director of the Community Services Department any recommendations made by the Friends of ESG/ESIC with respect to the operation and management of the Park.

(f) Make space available at the Park/City Hall for meetings and administrative functions of the Friends of ESG/ESIC.

2. Friends of ESG/ESIC Responsibilities.

The Friends of ESG/ESIC shall:

- (a) Retain ownership of all renovations and improvements in the Community Garden (i.e. bed materials, pathways, storage sheds, compost, fencing, signage, above-ground and below-ground irrigation components, etc.) after the point of connection.
- (b) Provide the following services related to the operation and maintenance of the Community Garden:
- i. General Landscaping. Friends of ESG/ESIC shall be responsible for the general landscape planning and maintenance in the Community Garden.
 - ii. Pruning. Friends of ESG/ESIC will prune shrubs and other plants within the Community Garden to ensure proper growth and keep the pathways clear. Clippings will be placed in the compost or mutually agreed pickup area and COB will be notified for pick up.
 - iii. Irrigation. Friends of ESG/ESIC shall be responsible for repairs and maintenance of above-ground irrigation components, common areas, and watering of individual plots and the demonstration garden. Repairs and maintenance of pipe and below-ground irrigation components after the point of connection are the responsibility of Friends of ESG/ESIC.
 - iv. Wood chip mulch/DG. Friends of ESG/ESIC will spread wood chip mulch in the Community Garden or DG on pathways within three (3) days after it has been delivered in response to a request for same by Friends of ESG/ESIC.
- (c) Make no alterations, additions, or improvements other than those outlined in the City-approved Community Garden proposal without first obtaining COB's written consent, which consent will not be unreasonably withheld. Any alterations, additions or improvements which are approved will remain property of Friends of ESG/ESIC. Such alterations, additions or improvements may include, but are not limited to: arbors, fences, above-ground irrigation components, pathways, plants, signs, compost bins, or sheds.
- (d) Coordinate with COB in promoting, aiding, and encouraging use and appreciation of the Bishop Community Garden.
- (e) Coordinate with COB in the planning, maintenance, development, and operation of the Bishop Community Garden.
- (f) Provide signage that directs the public to areas of the garden that are available for harvesting.
- (f) Develop general policies, rules and regulations related to the purposes and use of the Bishop Community Garden, with the approval of COB.
- (g) Prepare annual financial statements to be submitted to COB annually.
- (h) Undertake such fundraising activities and provide financial support to benefit the Bishop Community Garden and its operations, as Friends of ESG/ESIC in its discretion deems appropriate.

(i) Maintain nonprofit and tax-exempt status in accordance with applicable State and Federal laws, such as the IRS section of 26 U.S. C. 501(c)(3). This Agreement will automatically terminate if nonprofit status is lost.

3. COB and Friends of ESG/ESIC Responsibilities.

Together, COB and Friends of ESG/ESIC shall:

(a) Meet at a minimum of twice a year to discuss ongoing operation of the Community Garden, including educational programs and volunteer opportunities, and solve any problems which have arisen. The parties shall provide written documentation of these meetings for their respective files. The parties shall work in good faith towards the development of guidelines for the long-term operation of the garden.

4. Insurance. All parties agree to provide and maintain, at their own expense, a program of insurance covering the activities and operations of their respective officers, agents and employees and contractors for the term of this Agreement. Insurance shall include, but is not limited to, comprehensive general liability, professional liability, and personal injury. The various policies of insurance shall have a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Upon request, the parties will provide each other with evidence of such coverage naming the other party as an additional insured including an additional insured endorsement issued by the insurance company. The insurance coverage is limited to the items listed above and the City of Bishop will cover under their insurance program the liability of the volunteers.

5. Indemnification. Each party shall defend, indemnify and hold the other parties, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Friends of ESG/ESIC, its officers, agents or employees.

6. Amendment. This Agreement may be changed or amended from time to time upon the mutual consent of the parties hereto. Any such changes, alterations or modifications shall be incorporated into written amendments to this Agreement.

7. Termination. This Agreement may be terminated by either of the parties hereto without the necessity of any legal process by providing sixty (60) days written notice to the other party. The terminating party (COB or Friends of ESG/ESIC) will hold a meeting with the other party prior to termination, to discuss reasons for termination. Should the Agreement be so terminated by either party, the City shall have the right to resume full care of the area during the notification period.

8. Term. The term of this Agreement is for a period of twenty years from the date approved by the City Council ("Term"). On or before the 5th anniversary of the date this Agreement is approved by the City Council, the City shall review the performance of the terms and

conditions of this Agreement and prepare a report for interested parties. At the end of the Term, this Agreement may be renewed if all parties agree.

9. Binding Effect. This Agreement contains the entire understanding of the parties hereto with regards to the Community Garden, and all prior discussions or correspondence between the parties with respect to the subject matter of this Agreement are merged into this Agreement. All parties agree to work in good faith to resolve any difficulties which arise.

10. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be conclusively delivered to the other parties at the following respective addresses. These persons are the key contacts for this Agreement. All written correspondence shall be directed to them, and they will be responsible for communicating with all other parties within their respective group.

City of Bishop

Pam Foster
377 West Line Street
Bishop, CA 93514

Friends of ESG

Pam Pasotti
Pam.pasotti@outlook.com

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on this _____ day of _____, 2026.

THE CITY OF BISHOP
BISHOP, CALIFORNIA

BY: _____
Stephen Muchovej, Mayor

ATTEST: _____
Robin Picken, City Clerk

SIERRA FOREVER
BISHOP, CALIFORNIA

BY: _____
Jeff Gabriel, Executive Director



Agenda Item: 9.E
Date of Meeting: April 13, 2026
Department: Finance

STAFF REPORT

To: City Council
From: Ethan Aukee
Subject: **ORDINANCE - Second Reading and Adoption of an Ordinance Amending Chapter 13 of the Bishop Municipal Code Relating to the Utility Assistance Program**
Prepared On: April 6, 2026
Attachments: Ordinance Amending Sections 13.04.091 and 13.08.061 of the Bishop Municipal Code Relating to the Utility Assistance Program

Background/History:

The introduction and first reading of this ordinance occurred on March 23, 2026. The ordinance is presented on this April 13, 2026 meeting agenda for second reading and adoption, at which time the amendments would take effect in accordance with applicable law.

Analysis/Discussion:

The proposed ordinance updates Sections 13.04.091 and 13.08.061 of the Bishop Municipal Code to modify the City's existing utility rate reduction program. The current code provisions limit eligibility to low-income senior households and establish a fixed 25 percent reduction in monthly water and sewer service charges for qualifying applicants.

Staff is recommending two primary changes to the program. First, the ordinance removes the age-based eligibility requirement, allowing the program to be available to qualifying low-income households regardless of age. This change is intended to ensure that assistance is available to residents experiencing financial hardship who may not qualify under the existing senior-only structure.

Second, the ordinance removes the specific discount percentage and program structure from the Municipal Code. Instead, the ordinance authorizes the City Council to establish the details of the utility assistance program by resolution. This approach provides greater administrative flexibility, allowing the Council to adjust program parameters—such as the level of assistance, eligibility verification requirements, or program limits—without requiring future amendments to the Municipal Code.

The proposed changes do not alter the City's ability to administer the program through the Finance Department or require that applicants receive a utility bill directly from the City.

Program administration, application procedures, and verification of eligibility will continue to be managed by the Finance Director in accordance with adopted policies. Upon a second reading and adoption, staff will present a resolution to establish the program structure and discount level for the utility assistance program.

Impacts to Council Goals and Strategic Planning Priorities:

The proposed ordinance supports the City Council's goals of maintaining reliable municipal services while promoting community well-being and responsible governance. Expanding the utility assistance program from a senior-specific benefit to a broader low-income program improves access to essential utility services for qualifying residents experiencing financial hardship. The amendment also supports sound administrative practices by allowing program details to be established by resolution rather than fixed in the Municipal Code. This approach provides the City Council with greater flexibility to adjust program parameters over time as community needs, utility costs, or policy priorities evolve, without requiring additional amendments to the Municipal Code.

Overall, the proposed changes help ensure the City's utility assistance program remains responsive, equitable, and administratively efficient while supporting the Council's broader priorities related to community support and effective municipal service delivery.

Budget Impacts:

The proposed ordinance itself does not have a direct budget impact. The ordinance establishes the framework for the utility assistance program and authorizes the City Council to set program parameters by resolution. Any financial impact associated with the program will depend on the assistance structure and eligibility criteria established by the City Council through a future resolution. Program costs would be reflected as reduced utility service charge revenues within the applicable utility funds. Staff will administer the program within existing operational resources.

Legal Review:

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

Recommended Action:

City Council consideration to approve the second reading and adoption of an ordinance amending Chapter 13 of the Bishop Municipal Code relating to the City's Utility Assistance Program by title only.

Approved By: Ethan Aukee 4/6/2026

Approved By: Robin Picken 4/6/2026

Approved By: Dean J. Pucci 4/6/2026

Approved By: Pam Foster 4/6/2026

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP,
STATE OF CALIFORNIA, AMENDING TITLE 13 OF THE CITY OF BISHOP CODE OF
ORDINANCES, RELATING TO WATER AND SEWER SERVICE**

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

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

WHEREAS, certain water and sewer provisions of Title 13 of the City of Bishop Code of Ordinances need updating to provide for orderly, efficient, and cost-effective administration of government; and

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

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

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

SECTION 2. The indicated sections of Title 13 of the City of Bishop Code of Ordinances are hereby amended as follows:

Chapter 13.04. of the City of Bishop Code of Ordinances is hereby amended to read as follows:

13.04.091. - Low-income rate reductions.

A. Any qualifying applicant who uses water services at the applicant's personal residence may apply for a 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 to 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” means a utility customer who meets the eligibility requirements for the city’s utility assistance program as established by resolution of the city council.

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.

Chapter 13.08. of the City of Bishop Code of Ordinances is hereby amended to read as follows:

13.08.061. - Low-income rate reductions.

A. Any qualifying applicant who receives sewer services at the applicant’s personal residence may apply for a 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 to qualifying applicants who receive a bill for service directly from the city and file their application with the finance director.

C. For the purposes of this section, a “qualifying applicant” means a utility customer who meets the eligibility requirements for the city’s utility assistance program as established by resolution of the city council.

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.

SECTION 3. ENVIRONMENTAL DETERMINATION. The project has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City’s environmental procedures, and has been found to be not a project under Section 15378 (b)(5) of the CEQA Guidelines.

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

SECTION 5. SEVERABILITY. If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses or applications of this ordinance which can be implemented

without the invalid provision, clause or application; and to this end, the provisions of this ordinance are declared to be severable.

SECTION 6. **EFFECTIVE DATE.** This ordinance shall be in full force and effect July 1, 2026, and a summary hereof shall be published once within fifteen (15) days in The Inyo Register, a newspaper of general circulation printed and published in the County of Inyo and circulated in the City of Bishop and hereby designated for that purpose by the City Council.

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

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

Stephen Muchovej, Mayor

ATTEST: _____
Robin Picken, City Clerk



Agenda Item: 10.A
Date of Meeting: April 13, 2026
Department: Planning

STAFF REPORT

To: City Council
From: Ana Budnyk
Subject: **Public Hearing and First Reading and Introduction of an Ordinance Adding a New Chapter 17.39 – Residential Care Facilities to Title 17-Zoning**
Prepared On: April 7, 2026
Attachments: Ordinance Adding a New Chapter 17.39 “Residential Care Facilities
PC Resolution No. 2026-01 Title 17 Amendments
Public Hearing Notice

Background/History:

The City’s 2021–2029 Housing Element requires updates to the Zoning Code to align with State law. State law mandates that supportive and transitional housing be treated as residential uses and permitted in zones where residential uses are allowed.

The Planning Commission hearing was held on the 24th of February 2026. The Planning Commission recommends that the City Council approve the proposed amendments to Title 17 (Zoning).

Analysis/Discussion:

The ordinance:

- Defines various residential care facility types (e.g., group homes, supportive housing, transitional housing)
 - Permits small-scale facilities (six or fewer clients) by right in residential zones, with no restriction on the number of clients in the R1 – Single-Family Residential zone
 - Requires conditional use permits for larger (six or more clients) facilities, except for R1 zone
 - Establishes objective operational and management standards
 - Allows low-barrier navigation centers by right where residential uses are permitted
- These provisions ensure compliance with State law while maintaining local oversight for larger facilities.

Impacts to Council Goals and Strategic Planning Priorities:

Not Applicable.

Budget Impacts:

None.

Legal Review:

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

Recommended Action:

Council will hold a public hearing and consider approving the first reading and introduction of an ordinance related to residential care facilities (by title only).

Approved By: Robin Picken 4/8/2026

Approved By: Dean Pucci 4/8/2026

Approved By: Pam Foster 4/8/2026

Approved By:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, ADDING A NEW CHAPTER 17.39, RESIDENTIAL CARE FACILITIES, TO TITLE 17, ZONING, OF THE CITY OF BISHOP CODE OF ORDINANCES AND FINDING THIS ORDINANCE IS NOT A PROJECT UNDER CEQA PURSUANT TO TITLE 14, SECTION 15378 (b)(5) OF THE CALIFORNIA CODE OF REGULATIONS.

WHEREAS, the City of Bishop must amend the language related to allowed uses by right of residential care facilities in the various zones in the City in Title 17, Zoning, of the City Code of Ordinances; and

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

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

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

SECTION 2. A new Chapter 17.39, Residential Care Facilities, is added to Title 17, Zoning, of the City of Bishop Code of Ordinances to read as follows:

CHAPTER 17.39. RESIDENTIAL CARE FACILITIES

17.39.010. Purpose.

The purpose of this chapter is to comply with the housing element requirements of the state and federal fair housing laws.

17.39.020. Definitions.

The following words, terms, and phrases, when used in this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. "Alcohol or Other Drug (AOD) Facilities" means residential facilities that must obtain licenses from DHCS because they provide alcoholism or drug addiction recovery and treatment services pursuant to Health & Saf. Code, § 11834.02 as may be amended from time to time.
- B. "Client" means, for the purposes of this Chapter, individuals and/or families using or occupying any of the special residential uses listed in this Chapter.

- C. “Community Care Residential Facilities” means residential facilities that must obtain licenses from the California Department of Social Services (CDSS) because they provide 24-hour nonmedical care and supervision for adults or children pursuant to Health & Saf. Code, §§ 1502, 1568.01, 1569.2, subds. (o)-(p) as may be amended from time to time.
- D. “DHCS” means the California Department of Health Care Services.
- E. “Group Homes” means housing shared by unrelated persons with disabilities that provide peer and other support for their residents’ disability related needs and in which residents share cooking, dining, and living areas, and may, in some group homes, participate in cooking, housekeeping, and other communal living activities.
 - 1. “Licensed Group Homes” means group homes that provide services that require licenses under state law.
 - 2. Unlicensed Group Homes—group homes that may provide some supportive services for their residents but not services that require licenses under state law
- F. “Recovery Residences or Sober Living Homes” means group homes for persons recovering from alcoholism or drug addiction in which the residents mutually support each other’s recovery and sobriety and that do not require licenses from DHCS because they do not provide alcoholism or drug addiction recovery and treatment services.
- G. “Residential Care Facilities” means any of the permitted or conditionally permitted uses listed in this Chapter.
- H. “Supportive Housing” means housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving their health status, and maximizing their ability to live and, when possible, work in the community.
- I. “Transitional Housing” means housing with supportive services for up to 24 months that is exclusively designated and targeted for recently homeless persons. Transitional housing includes self-sufficiency development services, with the ultimate goal of moving recently homeless persons to permanent housing as quickly as possible, and limits rents and service fees to an ability-to-pay formula reasonably consistent with the United States Department of Housing and Urban Development’s requirements for subsidized housing for low-income persons. Rents and service fees paid for transitional housing may be reserved, in whole or in part, to assist residents in moving to permanent housing.

17.39.030. Permitted uses.

- A. The following uses are permitted by right in all zones of the City which allow for residential uses by right.
 - 1. Unlicensed Group Homes with six or fewer clients.
 - 2. Licensed Group Homes six or fewer clients.
 - 3. Licensed Group Homes with more than six clients in the R1 zone.
 - 4. Supportive Housing.
 - 5. Transitional Housing
 - 6. Community Care Residential Facilities with six or fewer clients.
 - 7. Recovery Residences or AOD Facilities with six or fewer clients.
 - 8. Low Barrier Navigation Centers
- B. The uses listed in subsection A. above are subject only to the generally applicable, nondiscriminatory health, safety, and zoning laws that apply to all residences in the City.

17.39.040 Conditionally Permitted Uses

- A. Licensed Group Homes with more than six clients, other than in the R1 zone.
- B. Community Care Residential Facilities with more than six clients.
- C. Recovery Residences and AOD Facilities with more than six clients.
- D. The uses listed above in subsections A., B., and C. must apply for a land use permit as set forth in Section 17.80.030 of this code.
- E. The land use permit shall be approved, conditionally approved, or disapproved, subject to all applicable state and federal reasonable accommodation standards, by the planning commission after a public hearing.

17.39.050. Planning Director Approval.

- A. Prior to commencing operations, the operator of any use listed in this Chapter must obtain the approval of the Planning Director, except the uses listed in 17.39.040 shall require the approval of the Planning Commission.
- B. The names of all persons and entities with an ownership or leasehold interest in the facility, or who will participate in the operation of the facility, shall be disclosed in writing to the City, and the persons and entities shall not have a demonstrated pattern or practice of operating similar facilities in or out of the City in violation of State or local law.

- C. The operator of the facility shall provide a list of the addresses of all similar facilities in the State owned or operated by the operator within the past five years and shall certify under penalty of perjury that none of the facilities has been found by State or local authorities to be operating in violation of State or local law. All information submitted shall be subject to verification by the Director.
- D. In addition to the land use permit application required by this Title 17, the operator shall submit to the City for review a management and operating plan and rules of conduct.

17.39.060. Low Barrier Navigation Centers. A low-barrier navigation center shall be permitted by-right in areas zoned to permit permanent residential uses, including within mixed-use and nonresidential zones permitting residential uses, if it meets the following requirements:

- A. **Connected Services.** It offers services to connect people to permanent housing through a services plan that identifies services staffing.
- B. **Coordinated Entry System.** It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. "Coordinated entry system" means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.
- C. **Code Compliant.** It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.
- D. **Homeless Management Information System.** It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System, as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.
- E. **Use by-right** has the meaning defined in subdivision (i) of Section 65583.2 of the California Government Code. Division 13 (commencing with Section 21000) of the California Public Resources Code shall not apply to actions taken by a public agency to lease, convey, or encumber land owned by a public agency, or to facilitate the lease, conveyance, or encumbrance of land owned by a public agency, or to provide financial assistance to, or otherwise approve, a low-barrier navigation center constructed or allowed by this section.

17.39.060. Residential Facility Standards.

- A. This section provides standards for residential care facilities granted a conditional use permit in compliance with Section 17.39.040.
- B. **Smoking in Outdoor Areas.** Staff, clients, guests, or any other users of a residential care facility shall not smoke in an area from which the secondhand smoke may be detected on any parcel other than the parcel upon which the facility is located.

C. Management and Operation.

1. The property shall be operated in compliance with applicable State, Federal, and local law and in conformance with the management and operating plan and rules of conduct submitted as part of the application for a conditional use permit or as identified in the conditions of approval for a conditional use permit.
2. Each management and operation plan shall provide a phone number by which the operator may be contacted at all times.
3. If applicable, the permittee shall comply with the business license provisions of Title 5 (Business Licenses and Regulations).

D. Standards for Residential Care Facilities. In order to ensure that residential care facilities are operating in a manner that is consistent with State and Federal law and established industry standards and to ensure that operators do not have a pattern or practice of operating similar facilities in violation of State, Federal, or local law, the standards listed below shall apply:

1. If the facility is not licensed by the State of California, owners, managers, operators, and residents shall not:
 - a. Provide any services on site if the provision of the service requires licensure of the facility under California law; or
 - b. Provide any services to persons not residing on site.
2. If the facility is required to be licensed by the State of California, owners, managers, operators, and residents shall not:
 - a. Provide any services other than those that the facility is authorized and licensed to provide by the State of California; or
 - b. Provide any services to persons not residing on site.

SECTION 3. Severability. If any section of this Ordinance is determined to be unenforceable, invalid, or unlawful, such determination shall not affect the enforceability of the remaining provisions of this Ordinance.

SECTION 4. Effective Date. This ordinance shall be in full force and effect commencing thirty (30) days after its final adoption and a summary hereof shall be published once within fifteen (15) days in The Inyo Register, a newspaper of general circulation printed and published in the County of Inyo and circulated in the City of Bishop and hereby designated for that purpose by the City Council.

PASSED, APPROVED AND ADOPTED this ____ day of April, 2026.

Stephen Muchovej, Mayor

ATTEST: _____
Robin Picken, City Clerk

PC RESOLUTION NO. 2026-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BISHOP, STATE OF CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE AMENDMENTS TO TITLE 17 (ZONING), INCLUDING AMENDMENTS TO CHAPTER 17.38 (EMERGENCY SHELTER COMBINING DISTRICT), ADOPTION OF CHAPTER 17.39 (RESIDENTIAL CARE FACILITIES), ADOPTION OF CHAPTER 17.81 (APPEALS), AND AMENDMENTS TO CHAPTER 17.08 (DEFINITIONS) AND SECTION 17.80.120

WHEREAS, the City of Bishop adopted the 2021–2029 Housing Element, which includes programs requiring updates to the Zoning Code to ensure compliance with State housing law; and

WHEREAS, State law requires that emergency shelters be permitted by right in at least one zoning district and subject only to objective standards; and

WHEREAS, State law requires that supportive housing and transitional housing be considered residential uses and permitted in zones where residential uses are allowed; and

WHEREAS, the City has reviewed Title 17 (Zoning) and identified the need to update definitions, zoning standards, and procedures to align with State law and Housing and Community Development (HCD) guidance; and

WHEREAS, the proposed amendments include updates to Chapter 17.38 (Emergency Shelter Combining District), adoption of Chapter 17.39 (Residential Care Facilities), adoption of Chapter 17.81 (Appeals), and amendments to Chapter 17.08 (Definitions) and Section 17.80.120; and

WHEREAS, the Planning Commission held a duly noticed public hearing on the proposed amendments; and

WHEREAS, the Planning Commission has considered all testimony and evidence presented at the public hearing.

NOW, THEREFORE, BE IT RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF BISHOP DOES HEREBY RESOLVE AS FOLLOWS:

1. The above recitals are true and correct and incorporated herein.
2. The Planning Commission recommends that the City Council approve the proposed amendments to Title 17 (Zoning), as attached. These include revisions to Chapter 17.38; adoption of Chapter 17.39, including an amendment to Section 17.39.030 to permit licensed group homes with more than six clients in the R-1 zone, and an amendment to Section 17.39.040(A) to address licensed group homes with more than six clients in zones other

than R-1; adoption of Chapter 17.81; and amendments to Chapter 17.08 and Section 17.80.120.

a. Emergency Shelter Capacity. The Planning Commission recommends the following option for emergency shelter capacity:

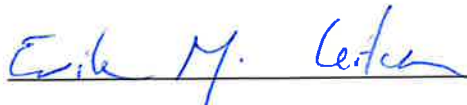
i. Capacity shall be determined by applicable building, fire, and health and safety codes. No discretionary review shall be required.

b. Emergency Shelter Parking. The Planning Commission recommends the following option for vehicle parking:

i. No minimum off-street parking shall be required for residents, clients, or guests. Off-street parking shall be provided for employees only, at a rate of one parking space per employee on the largest shift.

3. The Planning Commission recommends that the City Council find that the proposed amendments are not subject to CEQA pursuant to Section 15378(b)(5) of the CEQA Guidelines.

PASSED, APPROVED AND ADOPTED this 24th day of February 2026.


Erik Leitch, Chair

ATTEST: Pam Foster, Planning Director

By: 
Robin Picken, City Clerk



CHAPTER 17.38. ES EMERGENCY SHELTER COMBINING DISTRICT

17.38.010. Purpose.

The purpose of this chapter is to comply with the housing element requirements of the state.

- A. The ES emergency shelter combining district is intended to be combined with C-1, R-3 and/or R-3-P districts to permit a specified area in which emergency shelters, supportive housing and transitional housing developments will be allowed by right.
- B. The location of the ES emergency shelter combining district reflects a close association with, provides convenience to and/or is compatible with surrounding uses with a range of complementary services, including the availability of public transportation, basic goods and grocery stores, and social welfare facilities.

(Code 1985, § 17.38.010; Ord. No. 544, § 3, 4-22-2013)

17.38.020. ~~Client defined-Definitions~~

~~For purposes of this chapter, the term "client" means individuals and/or families using an emergency shelter, supportive housing or transitional housing facilities.~~

~~The following words, terms and phrases, when used in this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

- ~~A. "Emergency shelter" means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person.~~

~~For purposes of this paragraph, "emergency shelter" shall include other interim interventions, including, but not limited to, a navigation center, bridge housing, and respite or recuperative care.~~

- ~~B. "Homeless individual" means any of the following:~~
 - ~~a. An individual who lacks a fixed, regular, and adequate nighttime residence.~~
 - ~~b. An individual with a primary night-time residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including, but not limited to, a car, park, abandoned building, bus station, train station, airport, or camping ground.~~
 - ~~c. An individual living in a supervised, publicly or privately operated shelter designated to provide temporary living arrangements, including hotels or motels, paid for by federal, state, or local government programs for low-~~

income individuals or by charitable organizations, congregate shelters, or transitional housing.

- C. For purposes of this chapter, the term "client" means individuals and/or families using an emergency shelter, navigation centers, bridge housing, and respite or recuperative care.

17.38.030. ~~Applicability.~~ Planning Director Approval

- ~~A. The ES emergency shelter combining district may be combined with any C-1, R-3 and/or R-3-P district which in the judgment of the city council possesses the desired locational and site design characteristics as set forth in section 17.38.060A.~~
- ~~B. A All operators of emergency shelters, supportive housing and transitional housing development p~~Prior to commencing ~~such~~ operation, the operator of an emergency shelter shall apply to the city planning department to ensure ~~that all standards and requirements set forth in section 17.38.060 will be met~~ compliance with the objective standards in Section 17.38.060.

17.38.040. Permitted uses.

- A. The permitted uses in an ES emergency shelter combining district include emergency shelters, ~~supportive housing and transitional housing developments~~ that comply with the standards and requirements set forth in section 17.38.050 and associated supportive services. Such permitted uses shall be in addition to the permitted uses allowed by the underlying district with which the ES emergency shelter combining district is combined.
- B. If an ES emergency shelter combining district overlies more than one type of district, C-1, R-3 and/or R-3-P, then such additional permitted uses shall only be those which are permitted in the district which underlies the proposed project.

17.38.050. Uses expressly prohibited.

Prohibited uses shall be those set forth in section 17.48.030 for C-1 districts; those set forth in section 17.36.030 for R-3 district; and those set forth in section 17.40.030 for R-3-P districts.

17.38.060. Standards and requirements.

- A. Standards. Except as provided hereafter, standards shall be as provided in the underlying district.
- B. Requirements. Any proposed emergency shelter, ~~supportive housing and/or transitional housing development located in an ES emergency shelter combining district~~ shall operate under the requirements set forth below. Such requirements are

in addition to any other requirements set forth in federal, state or local laws, rules, regulations, ordinances or policies.

1. Capacity. The maximum number of clients permitted in any emergency shelter, ~~supportive housing and/or transitional housing development~~ is ten.

Alternative A: Capacity. Emergency shelter capacity shall be determined by applicable building, fire, and health and safety codes. No discretionary review shall be required.

Alternative B: Capacity. Emergency shelters may serve up to 30 clients, or such a greater number as permitted by building and fire code occupancy limits.

2. Vehicle parking. The operator of an emergency shelter, supportive housing and/or transitional housing development shall provide on-site vehicle parking as follows: one parking space for each two client beds.

Alternative A: No minimum parking requirement

Alternative B: No minimum off-street parking shall be required for residents, clients, or guests. Off-street parking shall be provided for employees only, at a rate of one parking space per employee on the largest shift.

23. Bicycle parking. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall provide bicycle racks that allow for the secure storage of bicycles. Bicycle racks shall accommodate at least one bicycle storage space for every five client beds. ~~All bicycle racks shall be on-site and located in an area that is not visible from a public right-of-way.~~

34. Intake areas. If the intake area of an emergency shelter, ~~supportive housing and/or transitional housing development~~ is located on-site, the operator shall provide an enclosed interior waiting area. There shall be no outdoor queuing of potential clients.

45. Management.

- a. On-site management. The operator of an emergency shelter ~~or transitional housing development~~ shall provide an on-site management or support employee during all hours of operation. Only persons who are not ~~residential~~ emergency shelter ~~or transitional housing~~ clients may serve as on-site management or support employees. ~~Supportive housing developments shall be required to provide management and/or support employees that may be located on-site or off-site.~~

- b. Client restriction. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ may conduct a background check on all prospective clients using all means allowed by law and may restrict client intake in accordance with state and local registered sex offender residency restrictions and comply with any applicable parolee obligations. An operator of an emergency shelter ~~supportive housing and/or transitional housing development~~ shall not intake any person as a client who that operator knows is a fugitive from

justice, nor any person known by such operator to be a threat to the safety of other clients.

- c. Personal storage. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall provide a private storage area or closet for each on-site bed or unit. At no time shall any client keep on site any alcoholic beverages, or any type of illegal drugs or other illegal or dangerous substances, or deadly weapons, unless otherwise permitted by state or federal law. An emergency shelter manager ~~and a transitional housing development manager~~ shall conduct routine inspections of each on-site client's assigned personal space or unit to verify compliance with the foregoing and shall report to the police any client violation of this subsection. ~~A manager of a supportive housing development may conduct routine inspections of each on-site client's assigned personal space or unit to verify compliance with the foregoing and shall report to the police any client violation of this subsection.~~
 - d. Shower and toilet facilities. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall provide toilets, sinks and showers on site. The manager shall be responsible for ensuring that all restroom and shower facilities comply with city building code requirements. Emergency shelter facilities shall be provided with secure restroom and shower facilities.
 - e. Food service areas. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall be responsible for ensuring that any food service or on-site meal preparation areas comply with all applicable requirements of the county health department.
 - f. Outdoor storage. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall screen ~~any and~~ all outdoor storage areas from view from all public rights-of-way and on-site parking lots. The manager shall ensure that all outside storage areas ~~be~~ **are** maintained in a neat, clean and orderly manner at all times.
56. Length of stay. The operator of an emergency shelter shall not allow any emergency shelter client to stay for a period longer than six months in any consecutive 12-month period. ~~The operator of a transitional housing development shall not allow any client to stay for a period longer than two years in any consecutive five-year period. There shall be no limit on the length of stay at a supportive housing development.~~
67. Hours of operation. The operator of an emergency shelter ~~and/or transitional housing development~~ shall establish and maintain set days and hours of operation for client intake and discharge. These hours shall be clearly displayed at the entrance to the emergency shelter ~~and/or transitional housing development~~ at all times.
78. Disruptive clients. In the event that a client of an emergency shelter, ~~supportive housing and/or transitional housing development~~ is socially disruptive, a threat

to the safety of others, or in violation of housing facility rules, the manager may proceed to discharge that client immediately.

89. Lighting. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall provide nighttime lighting in all exterior parking areas and along the periphery of the buildings. All such lighting shall be screened from adjoining properties by downlights, hoods or similar means.

940. Security. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall submit an on-site security plan to the city planning department and to the city police department. The operator shall be responsible for ensuring that the approved security plan is implemented at all times during the operation of the emergency shelter, ~~supportive housing and/or transitional housing developments~~.

1044. Inability to pay. No individual or household may be denied ~~access to an emergency shelter or access to supportive and/or transitional housing development~~ because of an inability to pay.

1142. Signs.

a. ~~Exterior signs C-1 district shall comply with CHAPTER 17.85. Exterior signs in the portion of an ES emergency shelter combining district that overlays a C-1 district shall comply with standards for the C-1 district as set forth in section 17.48.060.~~

b. ~~Exterior signs R-3 and R-3-P district. Notwithstanding sections 17.36.070 and 17.40.070, exterior signs in the portion of an ES emergency shelter combining district that overlays an R-3, R-3-P and/or R-2000 district shall be permitted, solely for purposes of identifying the emergency shelter, supportive housing and/or transitional housing development up to a maximum area of nine square feet.~~

CHAPTER 17.39. RESIDENTIAL CARE FACILITIES

17.39.010. Purpose.

The purpose of this chapter is to comply with the housing element requirements of the state and federal fair housing laws.

17.39.020. Definitions.

The following words, terms, and phrases, when used in this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. "Alcohol or Other Drug (AOD) Facilities" means residential facilities that must obtain licenses from DHCS because they provide alcoholism or drug addiction recovery and treatment services pursuant to Health & Saf. Code, § 11834.02 as may be amended from time to time.
- B. "Client" means, for the purposes of this Chapter, individuals and/or families using or occupying any of the special residential uses listed in this Chapter.
- C. "Community Care Residential Facilities" means residential facilities that must obtain licenses from the California Department of Social Services (CDSS) because they provide 24-hour nonmedical care and supervision for adults or children pursuant to Health & Saf. Code, §§ 1502, 1568.01, 1569.2, subds. (o)-(p) as may be amended from time to time.
- D. "DHCS" means the California Department of Health Care Services.
- E. "Group Homes" means housing shared by unrelated persons with disabilities that provide peer and other support for their residents' disability related needs and in which residents share cooking, dining, and living areas, and may, in some group homes, participate in cooking, housekeeping, and other communal living activities.
 - 1. "Licensed Group Homes" means group homes that provide services that require licenses under state law.
 - 2. Unlicensed Group Homes—group homes that may provide some supportive services for their residents but not services that require licenses under state law
- F. "Recovery Residences or Sober Living Homes" means group homes for persons recovering from alcoholism or drug addiction in which the residents mutually support each other's recovery and sobriety and that do not require licenses from DHCS because they do not provide alcoholism or drug addiction recovery and treatment services.

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- G. “Residential Care Facilities” means any of the permitted or conditionally permitted uses listed in this Chapter.
- H. “Supportive Housing” means housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving their health status, and maximizing their ability to live and, when possible, work in the community.
- I. “Transitional Housing” means housing with supportive services for up to 24 months that is exclusively designated and targeted for recently homeless persons. Transitional housing includes self-sufficiency development services, with the ultimate goal of moving recently homeless persons to permanent housing as quickly as possible, and limits rents and service fees to an ability-to-pay formula reasonably consistent with the United States Department of Housing and Urban Development’s requirements for subsidized housing for low-income persons. Rents and service fees paid for transitional housing may be reserved, in whole or in part, to assist residents in moving to permanent housing.

17.39.030. Permitted uses.

- A. The following uses are permitted by right in all zones of the City which allow for residential uses by right.
1. Unlicensed Group Homes with six or fewer clients.
 2. Licensed Group Homes six or fewer clients.
 3. Licensed Group Homes with more than six clients in the R1 zone.
 4. Supportive Housing.
 5. Transitional Housing
 6. Community Care Residential Facilities with six or fewer clients.
 7. Recovery Residences or AOD Facilities with six or fewer clients.
 8. Low Barrier Navigation Centers
- B. The uses listed in subsection A. above are subject only to the generally applicable, nondiscriminatory health, safety, and zoning laws that apply to all residences in the City.

17.39.040 Conditionally Permitted Uses

- A. Licensed Group Homes with more than six clients, other than in the R1 zone.
- B. Community Care Residential Facilities with more than six clients.
- C. Recovery Residences and AOD Facilities with more than six clients.

-
- D. The uses listed above in subsections A., B., and C. must apply for a land use permit as set forth in Section 17.80.030 of this code.
 - E. The land use permit shall be approved, conditionally approved, or disapproved, subject to all applicable state and federal reasonable accommodation standards, by the planning commission after a public hearing.

17.39.050. Planning Director Approval.

- A. Prior to commencing operations, the operator of any use listed in this Chapter must obtain the approval of the Planning Director, except the uses listed in 17.39.040 shall require the approval of the Planning Commission.
- B. The names of all persons and entities with an ownership or leasehold interest in the facility, or who will participate in the operation of the facility, shall be disclosed in writing to the City, and the persons and entities shall not have a demonstrated pattern or practice of operating similar facilities in or out of the City in violation of State or local law.
- C. The operator of the facility shall provide a list of the addresses of all similar facilities in the State owned or operated by the operator within the past five years and shall certify under penalty of perjury that none of the facilities has been found by State or local authorities to be operating in violation of State or local law. All information submitted shall be subject to verification by the Director.
- D. In addition to the land use permit application required by this Title 17, the operator shall submit to the City for review a management and operating plan and rules of conduct.

17.39.060. Low Barrier Navigation Centers. A low-barrier navigation center shall be permitted by-right in areas zoned to permit permanent residential uses, including within mixed-use and nonresidential zones permitting residential uses, if it meets the following requirements:

- A. **Connected Services.** It offers services to connect people to permanent housing through a services plan that identifies services staffing.
- B. **Coordinated Entry System.** It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. "Coordinated entry system" means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.
- C. **Code Compliant.** It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.
- D. **Homeless Management Information System.** It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System, as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

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- E. Use by-right has the meaning defined in subdivision (i) of Section 65583.2 of the California Government Code. Division 13 (commencing with Section 21000) of the California Public Resources Code shall not apply to actions taken by a public agency to lease, convey, or encumber land owned by a public agency, or to facilitate the lease, conveyance, or encumbrance of land owned by a public agency, or to provide financial assistance to, or otherwise approve, a low-barrier navigation center constructed or allowed by this section.

17.39.060. Residential Facility Standards.

- A. This section provides standards for residential care facilities granted a conditional use permit in compliance with Section 17.39.040.
- B. Smoking in Outdoor Areas. Staff, clients, guests, or any other users of a residential care facility shall not smoke in an area from which the secondhand smoke may be detected on any parcel other than the parcel upon which the facility is located.
- C. Management and Operation.
1. The property shall be operated in compliance with applicable State, Federal, and local law and in conformance with the management and operating plan and rules of conduct submitted as part of the application for a conditional use permit or as identified in the conditions of approval for a conditional use permit.
 2. Each management and operation plan shall provide a phone number by which the operator may be contacted at all times.
 3. If applicable, the permittee shall comply with the business license provisions of Title 5 (Business Licenses and Regulations).
- D. Standards for Residential Care Facilities. In order to ensure that residential care facilities are operating in a manner that is consistent with State and Federal law and established industry standards and to ensure that operators do not have a pattern or practice of operating similar facilities in violation of State, Federal, or local law, the standards listed below shall apply:
1. If the facility is not licensed by the State of California, owners, managers, operators, and residents shall not:
 - a. Provide any services on site if the provision of the service requires licensure of the facility under California law; or
 - b. Provide any services to persons not residing on site.
 2. If the facility is required to be licensed by the State of California, owners, managers, operators, and residents shall not:
 - a. Provide any services other than those that the facility is authorized and licensed to provide by the State of California; or
 - b. Provide any services to persons not residing on site.

CHAPTER 17.81 - APPEALS

§ 17.81.010 Purpose.

This Chapter provides procedures for:

- A. The Council's review of a decision rendered by the Commission;
- B. The Commission's review of a decision rendered by the Director;
- C. The simultaneous request for an appeal by the Council and Commission;
- D. The filing of an appeal, by other than the Council or Commission, of a decision rendered by the Director or Commission.

§ 17.81.020. Commission Review.

A member of the Commission may request the opportunity to discuss any decision previously rendered by the Director; however, a majority vote of the Commission is required to initiate an appeal of the decision. Once the vote to initiate an appeal is passed by a majority, the matter shall be scheduled for hearing.

§ 17.81.030. Council Review.

A member of the Council may initiate an appeal of any decision previously rendered by the Director or Commission; once an appeal is initiated, the matter shall be scheduled for hearing. The decision of the Council on the appeal shall be final and shall become effective upon adoption of the resolution by the Council.

§ 17.81.040. Appeal by the Council and Commission.

If members of the Commission and Council file an appeal from the same decision, the matter shall be scheduled for Council determination. The Council shall determine whether the appeal shall be considered, and if so, by which review authority. Once the Council determines that the appeal should be heard, the appeal shall be scheduled for hearing by the review authority designated by the Council.

§ 17.81.050. Appeals of Decisions.

An appeal filed by other than the Council or Commission shall be heard by the following review authorities:

- A. *Director Appeals.* A decision rendered by the Director may be appealed to the Commission.
- B. *Commission Appeals.* A decision rendered by the Commission may be appealed to the Council.

§ 17.81.060. Filing and Processing of Appeals.

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- A. *Timing and Form of Appeal.* Appeals shall be submitted in writing and filed with the Department or City Clerk, as applicable, within 10 days after the decision date identified in the notice of decision. Appeals addressed to the Commission shall be filed with the department, while appeals addressed to the Council shall be filed with the City Clerk. The appeal shall specifically state the pertinent facts of the case and the basis for the appeal, as required by subsection D. Appeals shall be accompanied by the filing fee established by the most current City Council Fee Resolution.
- B. *The Number of Days Shall be Construed as Calendar Days.* Time limits will extend to the following City Hall working day where the last of the specified number of days falls on a weekend, holiday, or other day when City Hall is officially closed.
- C. *Report and Scheduling of Hearing.* When an appeal has been filed, the Director shall prepare a report on the matter and schedule the matter for consideration by the appropriate review authority.
- D. *Required Statement and Evidence*
1. Applications for appeals shall include a general statement specifying the basis for the appeal and the specific aspect of the decision being appealed.
 2. Appeals shall be based upon an error in fact, dispute of findings, or inadequacy of conditions to mitigate potential impacts.
 3. Appeals shall be accompanied by supporting evidence substantiating the basis for the appeal.
- E. *Action.* At the hearing, the review authority will consider the decision de novo, and may consider any issue involving the matter that is the subject of the appeal, in addition to the specific grounds for the appeal.
1. By resolution, the review authority may affirm, affirm in part, or reverse the action, determination, or decision that is the subject of the appeal.
 2. When reviewing an appeal, the review authority may amend or adopt additional conditions of approval that may address other issues or concerns than the subject of the appeal.
 3. When reviewing an appeal, the review authority may disapprove the land use entitlement approved by the previous review authority, even though the appellant only requested a modification or elimination of one or more conditions of approval.
 4. If new or different evidence is presented on appeal, the Commission or Council may, but shall not be required to, refer the matter back to the Director or Commission for further consideration.

§ 17.81.070. Notice for Appeal Hearings.

- A. Appeal of Director or Commission Decision. Where an appeal of a decision made following a noticed public hearing is filed and a hearing on the merits of the appeal is placed on the Commission or Council agenda, a public hearing notice shall be given. An appeal of a Director or Commission action that was not subject to a statutorily required public hearing notice does not require public hearing notice when the matter is placed on the Council agenda.
- B. Appeal of Director's Decision. Notice of the appeal shall be mailed to all persons who previously received notice of the Director's or Commission's decision at least 10 days before the scheduled public hearing or review.

§ 17.81.080. Notice of Final Decision by Commission.

Within 10 working days after the final decision is rendered by the Commission or City Council, a notice of the decision and any applicable conditions of approval shall be mailed to the appellant at the address shown on the application.

§ 17.81.090. Pending Appeal.

While an appeal is pending, the establishment of any affected use or structure shall be held in abeyance and all permits and licenses issued for the use or structure shall be stayed.

17.08.040. - ~~Boardinghouse. Group Home~~

~~Boardinghouse is a dwelling other than a hotel, where lodging and/or meals for three or more persons is provided for compensation.~~

Group Home means housing shared by unrelated persons with disabilities that provide peer and other support for their residents' disability related needs and in which residents share cooking, dining, and living areas, and may, in some group homes, participate in cooking, housekeeping, and other communal living activities.

17.08.115. - Emergency shelter

Emergency shelter, as provided in Health and Safety Code § 50801, means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. ~~The term "emergency shelter" specifically does not include:~~

- ~~A. Residential care facilities for the elderly as defined in Health and Safety Code § 1569.2;~~
- ~~B. Residential care facilities as defined in Health and Safety Code § 1568.01;~~
- ~~C. Community care facility as defined in Health and Safety Code § 1502;~~
- ~~D. Residential hotels as defined in Health and Safety Code § 50519;~~
- ~~E. Residential living unit as defined in Health and Safety Code § 1771;~~
- ~~F. Group homes as defined in Welfare and Institutions Code § 11400, or other similar facilities.~~

17.08.116. - Supportive housing

~~Supportive housing means permanent rental housing linked to a range of support services designed to enable residents to maintain stable housing and lead fuller lives and typically linked to on-site or off-site services that support residents in maintaining the housing, improving their health and maximizing their ability to live independently and, when possible, to work within the community.~~

Supportive Housing means housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving their health status, and maximizing their ability to live and, when possible, work in the community.

17.08.117. - Transitional housing

~~Transitional housing means a type of supportive housing used to facilitate the movement of homeless individuals and families to permanent housing. housing with supportive services for up to 24 months that is exclusively designated and targeted for recently homeless persons. Transitional housing includes self-sufficiency development services, with the ultimate goal of moving recently homeless persons to permanent~~

housing as quickly as possible, and limits rents and service fees to an ability-to-pay formula reasonably consistent with the United States Department of Housing and Urban Development's requirements for subsidized housing for low-income persons. Rents and service fees paid for transitional housing may be reserved, in whole or in part, to assist residents in moving to permanent housing.

17.08.120. - Dwelling, ~~single-family~~ Unit

~~Dwelling, single-family, means a building designed for or used to house not more than one family, including all necessary employees of such family.~~

A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

17.80.120. Expiration of **land use entitlement, permit or variance.**

- A. A **land use entitlement**, use permit or variance issued under the authority of this Zoning Code shall terminate, all rights granted thereunder shall lapse, the same shall become null and void and the property affected thereby shall be subject to all of the laws, ordinances, regulations and legal requirements in effect on the date of such termination when there is a failure to exercise the rights granted in the land use entitlement, use permit or variance within one year of the later of the following:
 - 1. The date of the initial approval of the land use entitlement, use permit or variance; or
 - 2. The date of the approval of the last extension of such land use entitlement, use permit or variance.
- B. Notwithstanding the foregoing, all land use entitlements, use permits and variances shall terminate upon the failure to exercise rights granted thereunder no later than two years from the date of initial approval of the land use entitlement, use permit or variance.
- C. The planning commission, after due application, notice and hearing, may grant one or more extensions of the effective period of any land use entitlement, use permit or variance to any date on or before two years from the date of the initial approval thereof, but shall not have the power to extend such period beyond two years from the date of such initial approval.
- D. All applications for extensions of land use entitlements, use permits and variances shall be in writing and filed with the city administrator not less than 45 days before the date such use permit or variance shall otherwise expire. If such application is filed later than such date, the planning commission shall not have the power to grant an extension thereof.
- E. Nothing herein shall prohibit the approval of a new land use entitlement, use permit or variance at any time, after due application, notice and hearing.

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- F. “To exercise the rights granted in the land use entitlement, use permit or variance” means the applicant granted the land use entitlement, use permit or variance substantially commenced the approved activity or has actually commenced the allowed use on the site in compliance with the conditions of approval.
- G. “Failure to exercise the rights granted in the land use entitlement, use permit or variance” means the applicant granted the use permit or variance has failed to do any one of the following:
1. Commence construction of the improvements or structures authorized by the permit.
 2. Apply for all necessary permits and approvals from other agencies having jurisdiction over the project which is the subject of the permit or variance.
 3. Submit building or improvement plans required by the City Municipal Code or other regulatory agencies for the project which is the subject of the permit or variance.
 4. Resubmit building or improvement plans required by the City Municipal Code or other regulatory agencies for the project which is the subject of the permit or variance after receiving initial comments back from the City or other regulatory agencies that substantially comply with the plan check comments previously received.

STATE OF CALIFORNIA }
COUNTY OF INYO }
CITY OF BISHOP }

I, Robin Picken, City Clerk for the City of Bishop, do hereby certify that the whole number of members of the Planning Commission of said City of Bishop is five (5); that the foregoing Resolution No. PC 2026-01 was duly passed and adopted by said Planning Commission; approved and signed by the Planning Commission Chair of said City; and attested by the Planning Director of said City, all at a regular meeting of said Planning Commission, held on February 24, 2026, and that the same was so passed and adopted by the following roll call vote.

AYES: Bhakta, Lew, Fuchs, Stroud, Leitch

ABSENT: None

NOES: None

DISQUALIFIED: None

WITNESS, my hand and the seal of the City of Bishop this 25th day of February 2026.



Robin Picken, City Clerk
CITY OF BISHOP





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

NOTICE IS HEREBY GIVEN that Bishop City Council will conduct a public hearing and first reading of an ordinance regarding amendments to the Bishop Municipal Code Title 17 - Zoning. The hearing will be held on **Monday, April 13, 2026, at 6:00 p.m.** in the City Council Chambers, located at **301 West Line Street, Bishop, California.**

Proposed Amendments

1. Zoning Code Text Amendments (To comply with Housing Element action items and State law)

- Amending **Chapter 17.08 – Definitions** to revise various definitions
- Amending **Chapter 17.38 – ES Emergency Shelter Combining District**
- Adding new **Chapter 17.39 – Residential Care Facilities**

2. Additional Zoning Amendments

- Repealing **Section 17.80.110 (Appeal procedure) of Chapter 17.80** and adding **Chapter 17.81 - Appeals** to Title 17 (Zoning) of the City of Bishop Code of Ordinances
- Amending **Chapter 17.80, Section 17.80.120 (Expiration of Permit or Variance)**

California Environmental Quality Act (CEQA):

The City Council will consider recommending an exemption from the California Environmental Quality Act (CEQA) pursuant to title 14, section 15378 (b)(5) of the California Code of Regulations.

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: Written comments may be submitted electronically at http://bishop-ca.granicus.com/ViewPublisher.php?view_id=8 by using "eComment" feature. eComments close 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 before 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 possible time. Please note that written public comments received will not be read aloud at the meeting.

Pursuant to Government Code Section 65009(b), if this matter is challenged in court, the challenge may be limited to issues raised at the public hearing or in written correspondence delivered to the City of Bishop at or before the public hearing.

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.

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].

Published in the Inyo Register on March 21, 2026



Agenda Item: 10.B
Date of Meeting: April 13, 2026
Department: Planning

STAFF REPORT

To: City Council
From: Ana Budnyk
Subject: **Public Hearing and First Reading and Introduction of an Ordinance Amending Chapter 17.38 ES Emergency Shelter Combining District**
Prepared On: April 7, 2026
Attachments: Ordinance Amending Chapter 17.38 ES Emergency Shelter Combining District
PC Resolution No. 2026-01 Title 17 Amendments
Public Hearing Notice

Background/History:

The City's 2021–2029 Housing Element requires updates to the Zoning Code to align with State law. State law mandates that supportive and transitional housing be treated as residential uses and permitted in zones where residential uses are allowed. Under the current Municipal Code, these uses are only allowed in the Emergency Shelter (ES) Combining District Overlay Zone. The proposed amendments remove supportive and transitional housing from the ES overlay and clarify that emergency shelters are subject only to objective standards.

The Planning Commission hearing was held on February 24, 2026. The Planning Commission recommends that the City Council approve the proposed amendments to Title 17 (Zoning). The Planning Commission recommends Alternative A for shelter capacity and Alternative B for vehicle parking.

Analysis/Discussion:

Section 17.38.060 – Standards and Requirements

The current code limits emergency shelters to a maximum of ten (10) clients.

Staff notes that a fixed maximum capacity of ten clients may be considered a constraint on emergency shelters and could be interpreted by the State as:

- Functionally prohibitive
- Inconsistent with Housing Element requirements
- A potential constraint on shelter development

Alternative A (Recommended - aligns most closely with current State direction):

Capacity shall be determined by applicable building, fire, and health and safety codes. No discretionary review shall be required.

Alternative B (common benchmark):

Emergency shelters may serve up to 30 clients.

Reference: Examples from Small–Mid California Cities:

- o Norco (small city, Inland Empire) Capacity: Up to 30 occupants total
- o Foster City (small Bay Area city) Capacity: 25 beds, 20 persons max
- o Yucca Valley (small desert town) Capacity: Up to 50 persons, and shall not exceed one per one hundred twenty-five (125) square feet of floor area.

2. Vehicle Parking

The existing code requires one parking space per two client beds for emergency shelters. State law requires that parking standards for emergency shelters be based on demonstrated need and not act as a constraint on development. The current requirement can potentially be declined by HCD.

Alternative A (increasingly common for other cities, least risk of being considered a constraint):

No minimum off-street parking shall be required.

Alternative B (Planning Commission recommended, addresses operational needs) -:

No minimum off-street parking shall be required for residents, clients, or guests. Off-street parking shall be provided for employees only, at a rate of one parking space per employee on the largest shift.

Impacts to Council Goals and Strategic Planning Priorities:

Not Applicable.

Budget Impacts:

None.

Legal Review:

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

Recommended Action:

Council will hold a public hearing, and consider approving the first reading and introduction of an ordinance amending Chapter 17.28 ES Emergency Shelter Combining District (by title only).

Approved By: Robin Picken 4/8/2026

Approved By: Dean Pucci 4/8/2026

Approved By: Pam Foster 4/8/2026

Approved By:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, AMENDING CHAPTER 17.38. ES EMERGENCY SHELTER COMBINING DISTRICT, OF THE CITY OF BISHOP, CODE OF ORDINANCES, AND FINDING THIS ORDINANCE IS NOT A PROJECT UNDER CEQA PURSUANT TO TITLE 14, SECTION 15378 (b)(5) OF THE CALIFORNIA CODE OF REGULATIONS.

WHEREAS, the City of Bishop adopted a 2021-2029 Housing Element Update; and

WHEREAS, a required Action 2.3 in the updated Housing Element was the City shall conduct a thorough review of the Bishop Municipal Code. Residential standards and parking standards that unnecessarily limit housing supply will be modified or eliminated, and modifications shall be incorporated as needed to conform to current legislative requirements pertaining to housing including definitions and requirements for Transitional and Supportive Housing; and

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

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

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

SECTION 2. Chapter 17.38. (Emergency Shelter Combining District) of the City of Bishop Code of Ordinances is amended to read as follows:

CHAPTER 17.38. ES EMERGENCY SHELTER COMBINING DISTRICT

17.38.010. Purpose.

The purpose of this chapter is to comply with the housing element requirements of the state.

- A. The ES emergency shelter combining district is intended to be combined with C-1, R-3 and/or R-3-P districts to permit a specified area in which emergency shelters, supportive housing and transitional housing developments will be allowed by right.
- B. The location of the ES emergency shelter combining district reflects a close association with, provides convenience to and/or is compatible with surrounding uses with a range of complementary services, including the

availability of public transportation, basic goods and grocery stores, and social welfare facilities.

(Code 1985, § 17.38.010; Ord. No. 544, § 3, 4-22-2013)

17.38.020. ~~Client defined.~~ Definitions

~~For purposes of this chapter, the term "client" means individuals and/or families using an emergency shelter, supportive housing or transitional housing facilities.~~

The following words, terms and phrases, when used in this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. "Emergency shelter" means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person.

For purposes of this paragraph, "emergency shelter" shall include other interim interventions, including, but not limited to, a navigation center, bridge housing, and respite or recuperative care.

- B. "Homeless individual" means any of the following:

- a. An individual who lacks a fixed, regular, and adequate nighttime residence.
- b. An individual with a primary night-time residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including, but not limited to, a car, park, abandoned building, bus station, train station, airport, or camping ground.
- c. An individual living in a supervised, publicly or privately operated shelter designated to provide temporary living arrangements, including hotels or motels, paid for by federal, state, or local government programs for low-income individuals or by charitable organizations, congregate shelters, or transitional housing.

- C. For purposes of this chapter, the term "client" means individuals and/or families using an emergency shelter, navigation centers, bridge housing, and respite or recuperative care.

17.38.030. ~~Applicability.~~ Planning Director Approval

- ~~A. The ES emergency shelter combining district may be combined with any C-1, R-3 and/or R-3-P district which in the judgment of the city council possesses the desired locational and site design characteristics as set forth in section 17.38.060A.~~

~~B.A All operators of emergency shelters, supportive housing and transitional housing development p~~Prior to commencing ~~such~~ operation, the operator of an emergency shelter shall apply to the city planning department to ensure ~~that all standards and requirements set forth in section 17.38.060 will be met~~ compliance with the objective standards in Section 17.38.060.

17.38.040. Permitted uses.

- A. The permitted uses in an ES emergency shelter combining district include emergency shelters, ~~supportive housing and transitional housing developments~~ that comply with the standards and requirements set forth in section 17.38.050 and associated supportive services. Such permitted uses shall be in addition to the permitted uses allowed by the underlying district with which the ES emergency shelter combining district is combined.
- B. If an ES emergency shelter combining district overlies more than one type of district, C-1, R-3 and/or R-3-P, then such additional permitted uses shall only be those which are permitted in the district which underlies the proposed project.

17.38.050. Uses expressly prohibited.

Prohibited uses shall be those set forth in section 17.48.030 for C-1 districts; those set forth in section 17.36.030 for R-3 district; and those set forth in section 17.40.030 for R-3-P districts.

17.38.060. Standards and requirements.

- A. Standards. Except as provided hereafter, standards shall be as provided in the underlying district.
- B. Requirements. Any proposed emergency shelter, ~~supportive housing and/or transitional housing development located in an ES emergency shelter combining district~~ shall operate under the requirements set forth below. Such requirements are in addition to any other requirements set forth in federal, state or local laws, rules, regulations, ordinances or policies.
 - 1. Capacity. The maximum number of clients permitted in any emergency shelter, ~~supportive housing and/or transitional housing development~~ is ten.

Alternative A: Capacity. Emergency shelter capacity shall be determined by applicable building, fire, and health and safety codes. No discretionary review shall be required.

Alternative B: Capacity. Emergency shelters may serve up to 30 clients.
 - 2. Vehicle parking. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall provide on-site vehicle parking as follows: one parking space for each two client beds.

Alternative A: No minimum parking requirement

Alternative B: No minimum off-street parking shall be required for residents, clients, or guests. Off-street parking shall be provided for employees only, at a rate of one parking space per employee on the largest shift.

23. Bicycle parking. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall provide bicycle racks that allow for the secure storage of bicycles. Bicycle racks shall accommodate at least one bicycle storage space for every five client beds. ~~All bicycle racks shall be on-site and located in an area that is not visible from a public right-of-way.~~
34. Intake areas. If the intake area of an emergency shelter, ~~supportive housing and/or transitional housing development~~ is located on-site, the operator shall provide an enclosed interior waiting area. There shall be no outdoor queuing of potential clients.
45. Management.
 - a. On-site management. The operator of an emergency shelter ~~or transitional housing development~~ shall provide an on-site management or support employee during all hours of operation. Only persons who are not ~~residential emergency shelter or transitional housing~~ clients may serve as on-site management or support employees. ~~Supportive housing developments shall be required to provide management and/or support employees that may be located on-site or off-site.~~
 - b. Client restriction. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ may conduct a background check on all prospective clients using all means allowed by law and may restrict client intake in accordance with state and local registered sex offender residency restrictions and comply with any applicable parolee obligations. An operator of an emergency shelter ~~supportive housing and/or transitional housing development~~ shall not intake any person as a client who that operator knows is a fugitive from justice, nor any person known by such operator to be a threat to the safety of other clients.
 - c. Personal storage. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall provide a private storage area or closet for each on-site bed or unit. At no time shall any client keep on site any alcoholic beverages, or any type of illegal drugs or other illegal or dangerous substances, or deadly weapons, unless otherwise permitted by state or federal law. An emergency shelter manager ~~and a transitional housing development manager~~ shall conduct routine inspections of each on-site client's assigned personal space or unit to verify compliance with the foregoing and shall report to the police any client violation of this subsection. ~~A manager of a supportive housing development may conduct routine inspections of each on-site client's assigned personal space or unit to verify compliance with the foregoing and shall report to the police any client violation of this subsection.~~

- d. Shower and toilet facilities. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall provide toilets, sinks and showers on site. The manager shall be responsible for ensuring that all restroom and shower facilities comply with city building code requirements. Emergency shelter facilities shall be provided with secure restroom and shower facilities.
 - e. Food service areas. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall be responsible for ensuring that any food service or on-site meal preparation areas comply with all applicable requirements of the county health department.
 - f. Outdoor storage. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall screen ~~any and~~ all outdoor storage areas from view from all public rights-of-way and on-site parking lots. The manager shall ensure that all outside storage areas ~~be~~ **are** maintained in a neat, clean and orderly manner at all times.
56. Length of stay. The operator of an emergency shelter shall not allow any emergency shelter client to stay for a period longer than six months in any consecutive 12-month period. ~~The operator of a transitional housing development shall not allow any client to stay for a period longer than two years in any consecutive five-year period. There shall be no limit on the length of stay at a supportive housing development.~~
67. Hours of operation. The operator of an emergency shelter ~~and/or transitional housing development~~ shall establish and maintain set days and hours of operation for client intake and discharge. These hours shall be clearly displayed at the entrance to the emergency shelter ~~and/or transitional housing development~~ at all times.
78. Disruptive clients. In the event that a client of an emergency shelter, ~~supportive housing and/or transitional housing development~~ is socially disruptive, a threat to the safety of others, or in violation of housing facility rules, the manager may proceed to discharge that client immediately.
89. Lighting. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall provide nighttime lighting in all exterior parking areas and along the periphery of the buildings. All such lighting shall be screened from adjoining properties by downlights, hoods or similar means.
910. Security. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall submit an on-site security plan to the city planning department and to the city police department. The operator shall be responsible for ensuring that the approved security plan is implemented at all times during the operation of the emergency shelter, ~~supportive housing and/or transitional housing developments.~~
1044. Inability to pay. No individual or household may be denied ~~access to an emergency shelter or access to supportive and/or transitional housing development~~ because of an inability to pay.

1142. Signs.

- a. ~~Exterior signs C-1 district shall comply with CHAPTER 17.85. Exterior signs in the portion of an ES emergency shelter combining district that overlays a C-1 district shall comply with standards for the C-1 district as set forth in section 17.48.060.~~
- b. ~~Exterior signs R-3 and R-3-P district. Notwithstanding sections 17.36.070 and 17.40.070, exterior signs in the portion of an ES emergency shelter combining district that overlays an R-3, R-3-P and/or R-2000 district shall be permitted, solely for purposes of identifying the emergency shelter, supportive housing and/or transitional housing development up to a maximum area of nine square feet.~~

SECTION 3. Severability. If any section of this Ordinance is determined to be unenforceable, invalid, or unlawful, such determination shall not affect the enforceability of the remaining provisions of this Ordinance.

SECTION 4. Effective Date. This ordinance shall be in full force and effect commencing thirty (30) days after its final adoption and a summary hereof shall be published once within fifteen (15) days in The Inyo Register, a newspaper of general circulation printed and published in the County of Inyo and circulated in the City of Bishop and hereby designated for that purpose by the City Council.

PASSED, APPROVED AND ADOPTED this ____ day of April, 2026.

Stephen Muchovej, Mayor

ATTEST: _____
Robin Picken, City Clerk

PC RESOLUTION NO. 2026-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BISHOP, STATE OF CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE AMENDMENTS TO TITLE 17 (ZONING), INCLUDING AMENDMENTS TO CHAPTER 17.38 (EMERGENCY SHELTER COMBINING DISTRICT), ADOPTION OF CHAPTER 17.39 (RESIDENTIAL CARE FACILITIES), ADOPTION OF CHAPTER 17.81 (APPEALS), AND AMENDMENTS TO CHAPTER 17.08 (DEFINITIONS) AND SECTION 17.80.120

WHEREAS, the City of Bishop adopted the 2021–2029 Housing Element, which includes programs requiring updates to the Zoning Code to ensure compliance with State housing law; and

WHEREAS, State law requires that emergency shelters be permitted by right in at least one zoning district and subject only to objective standards; and

WHEREAS, State law requires that supportive housing and transitional housing be considered residential uses and permitted in zones where residential uses are allowed; and

WHEREAS, the City has reviewed Title 17 (Zoning) and identified the need to update definitions, zoning standards, and procedures to align with State law and Housing and Community Development (HCD) guidance; and

WHEREAS, the proposed amendments include updates to Chapter 17.38 (Emergency Shelter Combining District), adoption of Chapter 17.39 (Residential Care Facilities), adoption of Chapter 17.81 (Appeals), and amendments to Chapter 17.08 (Definitions) and Section 17.80.120; and

WHEREAS, the Planning Commission held a duly noticed public hearing on the proposed amendments; and

WHEREAS, the Planning Commission has considered all testimony and evidence presented at the public hearing.

NOW, THEREFORE, BE IT RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF BISHOP DOES HEREBY RESOLVE AS FOLLOWS:

1. The above recitals are true and correct and incorporated herein.
2. The Planning Commission recommends that the City Council approve the proposed amendments to Title 17 (Zoning), as attached. These include revisions to Chapter 17.38; adoption of Chapter 17.39, including an amendment to Section 17.39.030 to permit licensed group homes with more than six clients in the R-1 zone, and an amendment to Section 17.39.040(A) to address licensed group homes with more than six clients in zones other

than R-1; adoption of Chapter 17.81; and amendments to Chapter 17.08 and Section 17.80.120.

a. Emergency Shelter Capacity. The Planning Commission recommends the following option for emergency shelter capacity:

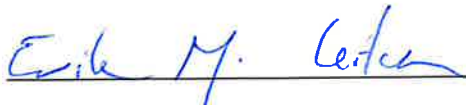
i. Capacity shall be determined by applicable building, fire, and health and safety codes. No discretionary review shall be required.

b. Emergency Shelter Parking. The Planning Commission recommends the following option for vehicle parking:

i. No minimum off-street parking shall be required for residents, clients, or guests. Off-street parking shall be provided for employees only, at a rate of one parking space per employee on the largest shift.

3. The Planning Commission recommends that the City Council find that the proposed amendments are not subject to CEQA pursuant to Section 15378(b)(5) of the CEQA Guidelines.

PASSED, APPROVED AND ADOPTED this 24th day of February 2026.


Erik Leitch, Chair

ATTEST: Pam Foster, Planning Director

By: 
Robin Picken, City Clerk



CHAPTER 17.38. ES EMERGENCY SHELTER COMBINING DISTRICT

17.38.010. Purpose.

The purpose of this chapter is to comply with the housing element requirements of the state.

- A. The ES emergency shelter combining district is intended to be combined with C-1, R-3 and/or R-3-P districts to permit a specified area in which emergency shelters, supportive housing and transitional housing developments will be allowed by right.
- B. The location of the ES emergency shelter combining district reflects a close association with, provides convenience to and/or is compatible with surrounding uses with a range of complementary services, including the availability of public transportation, basic goods and grocery stores, and social welfare facilities.

(Code 1985, § 17.38.010; Ord. No. 544, § 3, 4-22-2013)

17.38.020. ~~Client defined-Definitions~~

~~For purposes of this chapter, the term "client" means individuals and/or families using an emergency shelter, supportive housing or transitional housing facilities.~~

The following words, terms and phrases, when used in this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. "Emergency shelter" means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person.

For purposes of this paragraph, "emergency shelter" shall include other interim interventions, including, but not limited to, a navigation center, bridge housing, and respite or recuperative care.

- B. "Homeless individual" means any of the following:
 - a. An individual who lacks a fixed, regular, and adequate nighttime residence.
 - b. An individual with a primary night-time residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including, but not limited to, a car, park, abandoned building, bus station, train station, airport, or camping ground.
 - c. An individual living in a supervised, publicly or privately operated shelter designated to provide temporary living arrangements, including hotels or motels, paid for by federal, state, or local government programs for low-

income individuals or by charitable organizations, congregate shelters, or transitional housing.

- C. For purposes of this chapter, the term "client" means individuals and/or families using an emergency shelter, navigation centers, bridge housing, and respite or recuperative care.

17.38.030. ~~Applicability.~~ Planning Director Approval

- ~~A. The ES emergency shelter combining district may be combined with any C-1, R-3 and/or R-3-P district which in the judgment of the city council possesses the desired locational and site design characteristics as set forth in section 17.38.060A.~~
- ~~B. A All operators of emergency shelters, supportive housing and transitional housing development p~~Prior to commencing ~~such~~ operation, the operator of an emergency shelter shall apply to the city planning department to ensure ~~that all standards and requirements set forth in section 17.38.060 will be met~~ compliance with the objective standards in Section 17.38.060.

17.38.040. Permitted uses.

- A. The permitted uses in an ES emergency shelter combining district include emergency shelters, ~~supportive housing and transitional housing developments~~ that comply with the standards and requirements set forth in section 17.38.050 and associated supportive services. Such permitted uses shall be in addition to the permitted uses allowed by the underlying district with which the ES emergency shelter combining district is combined.
- B. If an ES emergency shelter combining district overlies more than one type of district, C-1, R-3 and/or R-3-P, then such additional permitted uses shall only be those which are permitted in the district which underlies the proposed project.

17.38.050. Uses expressly prohibited.

Prohibited uses shall be those set forth in section 17.48.030 for C-1 districts; those set forth in section 17.36.030 for R-3 district; and those set forth in section 17.40.030 for R-3-P districts.

17.38.060. Standards and requirements.

- A. Standards. Except as provided hereafter, standards shall be as provided in the underlying district.
- B. Requirements. Any proposed emergency shelter, ~~supportive housing and/or transitional housing development located in an ES emergency shelter combining district~~ shall operate under the requirements set forth below. Such requirements are

in addition to any other requirements set forth in federal, state or local laws, rules, regulations, ordinances or policies.

1. Capacity. The maximum number of clients permitted in any emergency shelter, ~~supportive housing and/or transitional housing development~~ is ten.

Alternative A: Capacity. Emergency shelter capacity shall be determined by applicable building, fire, and health and safety codes. No discretionary review shall be required.

Alternative B: Capacity. Emergency shelters may serve up to 30 clients, or such a greater number as permitted by building and fire code occupancy limits.

2. Vehicle parking. The operator of an emergency shelter, supportive housing and/or transitional housing development shall provide on-site vehicle parking as follows: one parking space for each two client beds.

Alternative A: No minimum parking requirement

Alternative B: No minimum off-street parking shall be required for residents, clients, or guests. Off-street parking shall be provided for employees only, at a rate of one parking space per employee on the largest shift.

23. Bicycle parking. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall provide bicycle racks that allow for the secure storage of bicycles. Bicycle racks shall accommodate at least one bicycle storage space for every five client beds. ~~All bicycle racks shall be on-site and located in an area that is not visible from a public right-of-way.~~

34. Intake areas. If the intake area of an emergency shelter, ~~supportive housing and/or transitional housing development~~ is located on-site, the operator shall provide an enclosed interior waiting area. There shall be no outdoor queuing of potential clients.

45. Management.

- a. On-site management. The operator of an emergency shelter ~~or transitional housing development~~ shall provide an on-site management or support employee during all hours of operation. Only persons who are not ~~residential~~ emergency shelter ~~or transitional housing~~ clients may serve as on-site management or support employees. ~~Supportive housing developments shall be required to provide management and/or support employees that may be located on-site or off-site.~~

- b. Client restriction. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ may conduct a background check on all prospective clients using all means allowed by law and may restrict client intake in accordance with state and local registered sex offender residency restrictions and comply with any applicable parolee obligations. An operator of an emergency shelter ~~supportive housing and/or transitional housing development~~ shall not intake any person as a client who that operator knows is a fugitive from

justice, nor any person known by such operator to be a threat to the safety of other clients.

- c. Personal storage. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall provide a private storage area or closet for each on-site bed or unit. At no time shall any client keep on site any alcoholic beverages, or any type of illegal drugs or other illegal or dangerous substances, or deadly weapons, unless otherwise permitted by state or federal law. An emergency shelter manager ~~and a transitional housing development manager~~ shall conduct routine inspections of each on-site client's assigned personal space or unit to verify compliance with the foregoing and shall report to the police any client violation of this subsection. ~~A manager of a supportive housing development may conduct routine inspections of each on-site client's assigned personal space or unit to verify compliance with the foregoing and shall report to the police any client violation of this subsection.~~
 - d. Shower and toilet facilities. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall provide toilets, sinks and showers on site. The manager shall be responsible for ensuring that all restroom and shower facilities comply with city building code requirements. Emergency shelter facilities shall be provided with secure restroom and shower facilities.
 - e. Food service areas. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall be responsible for ensuring that any food service or on-site meal preparation areas comply with all applicable requirements of the county health department.
 - f. Outdoor storage. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall screen ~~any and~~ all outdoor storage areas from view from all public rights-of-way and on-site parking lots. The manager shall ensure that all outside storage areas ~~be~~ **are** maintained in a neat, clean and orderly manner at all times.
56. Length of stay. The operator of an emergency shelter shall not allow any emergency shelter client to stay for a period longer than six months in any consecutive 12-month period. ~~The operator of a transitional housing development shall not allow any client to stay for a period longer than two years in any consecutive five-year period. There shall be no limit on the length of stay at a supportive housing development.~~
67. Hours of operation. The operator of an emergency shelter ~~and/or transitional housing development~~ shall establish and maintain set days and hours of operation for client intake and discharge. These hours shall be clearly displayed at the entrance to the emergency shelter ~~and/or transitional housing development~~ at all times.
78. Disruptive clients. In the event that a client of an emergency shelter, ~~supportive housing and/or transitional housing development~~ is socially disruptive, a threat

to the safety of others, or in violation of housing facility rules, the manager may proceed to discharge that client immediately.

89. Lighting. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall provide nighttime lighting in all exterior parking areas and along the periphery of the buildings. All such lighting shall be screened from adjoining properties by downlights, hoods or similar means.

940. Security. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall submit an on-site security plan to the city planning department and to the city police department. The operator shall be responsible for ensuring that the approved security plan is implemented at all times during the operation of the emergency shelter, ~~supportive housing and/or transitional housing developments~~.

1044. Inability to pay. No individual or household may be denied ~~access to an emergency shelter or access to supportive and/or transitional housing development~~ because of an inability to pay.

1142. Signs.

a. ~~Exterior signs C-1 district shall comply with CHAPTER 17.85. Exterior signs in the portion of an ES emergency shelter combining district that overlays a C-1 district shall comply with standards for the C-1 district as set forth in section 17.48.060.~~

b. ~~Exterior signs R-3 and R-3-P district. Notwithstanding sections 17.36.070 and 17.40.070, exterior signs in the portion of an ES emergency shelter combining district that overlays an R-3, R-3-P and/or R-2000 district shall be permitted, solely for purposes of identifying the emergency shelter, supportive housing and/or transitional housing development up to a maximum area of nine square feet.~~

CHAPTER 17.39. RESIDENTIAL CARE FACILITIES

17.39.010. Purpose.

The purpose of this chapter is to comply with the housing element requirements of the state and federal fair housing laws.

17.39.020. Definitions.

The following words, terms, and phrases, when used in this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. “Alcohol or Other Drug (AOD) Facilities” means residential facilities that must obtain licenses from DHCS because they provide alcoholism or drug addiction recovery and treatment services pursuant to Health & Saf. Code, § 11834.02 as may be amended from time to time.
- B. “Client” means, for the purposes of this Chapter, individuals and/or families using or occupying any of the special residential uses listed in this Chapter.
- C. “Community Care Residential Facilities” means residential facilities that must obtain licenses from the California Department of Social Services (CDSS) because they provide 24-hour nonmedical care and supervision for adults or children pursuant to Health & Saf. Code, §§ 1502, 1568.01, 1569.2, subds. (o)-(p) as may be amended from time to time.
- D. “DHCS” means the California Department of Health Care Services.
- E. “Group Homes” means housing shared by unrelated persons with disabilities that provide peer and other support for their residents’ disability related needs and in which residents share cooking, dining, and living areas, and may, in some group homes, participate in cooking, housekeeping, and other communal living activities.
 - 1. “Licensed Group Homes” means group homes that provide services that require licenses under state law.
 - 2. Unlicensed Group Homes—group homes that may provide some supportive services for their residents but not services that require licenses under state law
- F. “Recovery Residences or Sober Living Homes” means group homes for persons recovering from alcoholism or drug addiction in which the residents mutually support each other’s recovery and sobriety and that do not require licenses from DHCS because they do not provide alcoholism or drug addiction recovery and treatment services.

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- G. “Residential Care Facilities” means any of the permitted or conditionally permitted uses listed in this Chapter.
- H. “Supportive Housing” means housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving their health status, and maximizing their ability to live and, when possible, work in the community.
- I. “Transitional Housing” means housing with supportive services for up to 24 months that is exclusively designated and targeted for recently homeless persons. Transitional housing includes self-sufficiency development services, with the ultimate goal of moving recently homeless persons to permanent housing as quickly as possible, and limits rents and service fees to an ability-to-pay formula reasonably consistent with the United States Department of Housing and Urban Development’s requirements for subsidized housing for low-income persons. Rents and service fees paid for transitional housing may be reserved, in whole or in part, to assist residents in moving to permanent housing.

17.39.030. Permitted uses.

- A. The following uses are permitted by right in all zones of the City which allow for residential uses by right.
1. Unlicensed Group Homes with six or fewer clients.
 2. Licensed Group Homes six or fewer clients.
 3. Licensed Group Homes with more than six clients in the R1 zone.
 4. Supportive Housing.
 5. Transitional Housing
 6. Community Care Residential Facilities with six or fewer clients.
 7. Recovery Residences or AOD Facilities with six or fewer clients.
 8. Low Barrier Navigation Centers
- B. The uses listed in subsection A. above are subject only to the generally applicable, nondiscriminatory health, safety, and zoning laws that apply to all residences in the City.

17.39.040 Conditionally Permitted Uses

- A. Licensed Group Homes with more than six clients, other than in the R1 zone.
- B. Community Care Residential Facilities with more than six clients.
- C. Recovery Residences and AOD Facilities with more than six clients.

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- D. The uses listed above in subsections A., B., and C. must apply for a land use permit as set forth in Section 17.80.030 of this code.
 - E. The land use permit shall be approved, conditionally approved, or disapproved, subject to all applicable state and federal reasonable accommodation standards, by the planning commission after a public hearing.

17.39.050. Planning Director Approval.

- A. Prior to commencing operations, the operator of any use listed in this Chapter must obtain the approval of the Planning Director, except the uses listed in 17.39.040 shall require the approval of the Planning Commission.
- B. The names of all persons and entities with an ownership or leasehold interest in the facility, or who will participate in the operation of the facility, shall be disclosed in writing to the City, and the persons and entities shall not have a demonstrated pattern or practice of operating similar facilities in or out of the City in violation of State or local law.
- C. The operator of the facility shall provide a list of the addresses of all similar facilities in the State owned or operated by the operator within the past five years and shall certify under penalty of perjury that none of the facilities has been found by State or local authorities to be operating in violation of State or local law. All information submitted shall be subject to verification by the Director.
- D. In addition to the land use permit application required by this Title 17, the operator shall submit to the City for review a management and operating plan and rules of conduct.

17.39.060. Low Barrier Navigation Centers. A low-barrier navigation center shall be permitted by-right in areas zoned to permit permanent residential uses, including within mixed-use and nonresidential zones permitting residential uses, if it meets the following requirements:

- A. **Connected Services.** It offers services to connect people to permanent housing through a services plan that identifies services staffing.
- B. **Coordinated Entry System.** It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. "Coordinated entry system" means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.
- C. **Code Compliant.** It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.
- D. **Homeless Management Information System.** It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System, as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

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- E. Use by-right has the meaning defined in subdivision (i) of Section 65583.2 of the California Government Code. Division 13 (commencing with Section 21000) of the California Public Resources Code shall not apply to actions taken by a public agency to lease, convey, or encumber land owned by a public agency, or to facilitate the lease, conveyance, or encumbrance of land owned by a public agency, or to provide financial assistance to, or otherwise approve, a low-barrier navigation center constructed or allowed by this section.

17.39.060. Residential Facility Standards.

- A. This section provides standards for residential care facilities granted a conditional use permit in compliance with Section 17.39.040.
- B. Smoking in Outdoor Areas. Staff, clients, guests, or any other users of a residential care facility shall not smoke in an area from which the secondhand smoke may be detected on any parcel other than the parcel upon which the facility is located.
- C. Management and Operation.
1. The property shall be operated in compliance with applicable State, Federal, and local law and in conformance with the management and operating plan and rules of conduct submitted as part of the application for a conditional use permit or as identified in the conditions of approval for a conditional use permit.
 2. Each management and operation plan shall provide a phone number by which the operator may be contacted at all times.
 3. If applicable, the permittee shall comply with the business license provisions of Title 5 (Business Licenses and Regulations).
- D. Standards for Residential Care Facilities. In order to ensure that residential care facilities are operating in a manner that is consistent with State and Federal law and established industry standards and to ensure that operators do not have a pattern or practice of operating similar facilities in violation of State, Federal, or local law, the standards listed below shall apply:
1. If the facility is not licensed by the State of California, owners, managers, operators, and residents shall not:
 - a. Provide any services on site if the provision of the service requires licensure of the facility under California law; or
 - b. Provide any services to persons not residing on site.
 2. If the facility is required to be licensed by the State of California, owners, managers, operators, and residents shall not:
 - a. Provide any services other than those that the facility is authorized and licensed to provide by the State of California; or
 - b. Provide any services to persons not residing on site.

CHAPTER 17.81 - APPEALS

§ 17.81.010 Purpose.

This Chapter provides procedures for:

- A. The Council's review of a decision rendered by the Commission;
- B. The Commission's review of a decision rendered by the Director;
- C. The simultaneous request for an appeal by the Council and Commission;
- D. The filing of an appeal, by other than the Council or Commission, of a decision rendered by the Director or Commission.

§ 17.81.020. Commission Review.

A member of the Commission may request the opportunity to discuss any decision previously rendered by the Director; however, a majority vote of the Commission is required to initiate an appeal of the decision. Once the vote to initiate an appeal is passed by a majority, the matter shall be scheduled for hearing.

§ 17.81.030. Council Review.

A member of the Council may initiate an appeal of any decision previously rendered by the Director or Commission; once an appeal is initiated, the matter shall be scheduled for hearing. The decision of the Council on the appeal shall be final and shall become effective upon adoption of the resolution by the Council.

§ 17.81.040. Appeal by the Council and Commission.

If members of the Commission and Council file an appeal from the same decision, the matter shall be scheduled for Council determination. The Council shall determine whether the appeal shall be considered, and if so, by which review authority. Once the Council determines that the appeal should be heard, the appeal shall be scheduled for hearing by the review authority designated by the Council.

§ 17.81.050. Appeals of Decisions.

An appeal filed by other than the Council or Commission shall be heard by the following review authorities:

- A. *Director Appeals.* A decision rendered by the Director may be appealed to the Commission.
- B. *Commission Appeals.* A decision rendered by the Commission may be appealed to the Council.

§ 17.81.060. Filing and Processing of Appeals.

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- A. *Timing and Form of Appeal.* Appeals shall be submitted in writing and filed with the Department or City Clerk, as applicable, within 10 days after the decision date identified in the notice of decision. Appeals addressed to the Commission shall be filed with the department, while appeals addressed to the Council shall be filed with the City Clerk. The appeal shall specifically state the pertinent facts of the case and the basis for the appeal, as required by subsection D. Appeals shall be accompanied by the filing fee established by the most current City Council Fee Resolution.
- B. *The Number of Days Shall be Construed as Calendar Days.* Time limits will extend to the following City Hall working day where the last of the specified number of days falls on a weekend, holiday, or other day when City Hall is officially closed.
- C. *Report and Scheduling of Hearing.* When an appeal has been filed, the Director shall prepare a report on the matter and schedule the matter for consideration by the appropriate review authority.
- D. *Required Statement and Evidence*
1. Applications for appeals shall include a general statement specifying the basis for the appeal and the specific aspect of the decision being appealed.
 2. Appeals shall be based upon an error in fact, dispute of findings, or inadequacy of conditions to mitigate potential impacts.
 3. Appeals shall be accompanied by supporting evidence substantiating the basis for the appeal.
- E. *Action.* At the hearing, the review authority will consider the decision de novo, and may consider any issue involving the matter that is the subject of the appeal, in addition to the specific grounds for the appeal.
1. By resolution, the review authority may affirm, affirm in part, or reverse the action, determination, or decision that is the subject of the appeal.
 2. When reviewing an appeal, the review authority may amend or adopt additional conditions of approval that may address other issues or concerns than the subject of the appeal.
 3. When reviewing an appeal, the review authority may disapprove the land use entitlement approved by the previous review authority, even though the appellant only requested a modification or elimination of one or more conditions of approval.
 4. If new or different evidence is presented on appeal, the Commission or Council may, but shall not be required to, refer the matter back to the Director or Commission for further consideration.

§ 17.81.070. Notice for Appeal Hearings.

- A. Appeal of Director or Commission Decision. Where an appeal of a decision made following a noticed public hearing is filed and a hearing on the merits of the appeal is placed on the Commission or Council agenda, a public hearing notice shall be given. An appeal of a Director or Commission action that was not subject to a statutorily required public hearing notice does not require public hearing notice when the matter is placed on the Council agenda.
- B. Appeal of Director's Decision. Notice of the appeal shall be mailed to all persons who previously received notice of the Director's or Commission's decision at least 10 days before the scheduled public hearing or review.

§ 17.81.080. Notice of Final Decision by Commission.

Within 10 working days after the final decision is rendered by the Commission or City Council, a notice of the decision and any applicable conditions of approval shall be mailed to the appellant at the address shown on the application.

§ 17.81.090. Pending Appeal.

While an appeal is pending, the establishment of any affected use or structure shall be held in abeyance and all permits and licenses issued for the use or structure shall be stayed.

17.08.040. - ~~Boardinghouse.~~ Group Home

~~Boardinghouse is a dwelling other than a hotel, where lodging and/or meals for three or more persons is provided for compensation.~~

Group Home means housing shared by unrelated persons with disabilities that provide peer and other support for their residents' disability related needs and in which residents share cooking, dining, and living areas, and may, in some group homes, participate in cooking, housekeeping, and other communal living activities.

17.08.115. - Emergency shelter

Emergency shelter, as provided in Health and Safety Code § 50801, means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. ~~The term "emergency shelter" specifically does not include:~~

- ~~A. Residential care facilities for the elderly as defined in Health and Safety Code § 1569.2;~~
- ~~B. Residential care facilities as defined in Health and Safety Code § 1568.01;~~
- ~~C. Community care facility as defined in Health and Safety Code § 1502;~~
- ~~D. Residential hotels as defined in Health and Safety Code § 50519;~~
- ~~E. Residential living unit as defined in Health and Safety Code § 1771;~~
- ~~F. Group homes as defined in Welfare and Institutions Code § 11400, or other similar facilities.~~

17.08.116. - Supportive housing

~~Supportive housing means permanent rental housing linked to a range of support services designed to enable residents to maintain stable housing and lead fuller lives and typically linked to on-site or off-site services that support residents in maintaining the housing, improving their health and maximizing their ability to live independently and, when possible, to work within the community.~~

Supportive Housing means housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving their health status, and maximizing their ability to live and, when possible, work in the community.

17.08.117. - Transitional housing

~~Transitional housing means a type of supportive housing used to facilitate the movement of homeless individuals and families to permanent housing. housing with supportive services for up to 24 months that is exclusively designated and targeted for recently homeless persons. Transitional housing includes self-sufficiency development services, with the ultimate goal of moving recently homeless persons to permanent~~

housing as quickly as possible, and limits rents and service fees to an ability-to-pay formula reasonably consistent with the United States Department of Housing and Urban Development's requirements for subsidized housing for low-income persons. Rents and service fees paid for transitional housing may be reserved, in whole or in part, to assist residents in moving to permanent housing.

17.08.120. - Dwelling, ~~single-family~~ Unit

~~Dwelling, single-family, means a building designed for or used to house not more than one family, including all necessary employees of such family.~~

A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

17.80.120. Expiration of ~~land use entitlement~~, permit or variance.

- A. A ~~land use entitlement~~, use permit or variance issued under the authority of this Zoning Code shall terminate, all rights granted thereunder shall lapse, the same shall become null and void and the property affected thereby shall be subject to all of the laws, ordinances, regulations and legal requirements in effect on the date of such termination when there is a failure to exercise the rights granted in the land use entitlement, use permit or variance within one year of the later of the following:
 - 1. The date of the initial approval of the land use entitlement, use permit or variance; or
 - 2. The date of the approval of the last extension of such land use entitlement, use permit or variance.
- B. Notwithstanding the foregoing, all land use entitlements, use permits and variances shall terminate upon the failure to exercise rights granted thereunder no later than two years from the date of initial approval of the land use entitlement, use permit or variance.
- C. The planning commission, after due application, notice and hearing, may grant one or more extensions of the effective period of any land use entitlement, use permit or variance to any date on or before two years from the date of the initial approval thereof, but shall not have the power to extend such period beyond two years from the date of such initial approval.
- D. All applications for extensions of land use entitlements, use permits and variances shall be in writing and filed with the city administrator not less than 45 days before the date such use permit or variance shall otherwise expire. If such application is filed later than such date, the planning commission shall not have the power to grant an extension thereof.
- E. Nothing herein shall prohibit the approval of a new land use entitlement, use permit or variance at any time, after due application, notice and hearing.

-
- F. “To exercise the rights granted in the land use entitlement, use permit or variance” means the applicant granted the land use entitlement, use permit or variance substantially commenced the approved activity or has actually commenced the allowed use on the site in compliance with the conditions of approval.
- G. “Failure to exercise the rights granted in the land use entitlement, use permit or variance” means the applicant granted the use permit or variance has failed to do any one of the following:
1. Commence construction of the improvements or structures authorized by the permit.
 2. Apply for all necessary permits and approvals from other agencies having jurisdiction over the project which is the subject of the permit or variance.
 3. Submit building or improvement plans required by the City Municipal Code or other regulatory agencies for the project which is the subject of the permit or variance.
 4. Resubmit building or improvement plans required by the City Municipal Code or other regulatory agencies for the project which is the subject of the permit or variance after receiving initial comments back from the City or other regulatory agencies that substantially comply with the plan check comments previously received.

STATE OF CALIFORNIA }
COUNTY OF INYO }
CITY OF BISHOP }

I, Robin Picken, City Clerk for the City of Bishop, do hereby certify that the whole number of members of the Planning Commission of said City of Bishop is five (5); that the foregoing Resolution No. PC 2026-01 was duly passed and adopted by said Planning Commission; approved and signed by the Planning Commission Chair of said City; and attested by the Planning Director of said City, all at a regular meeting of said Planning Commission, held on February 24, 2026, and that the same was so passed and adopted by the following roll call vote.

AYES: Bhakta, Lew, Fuchs, Stroud, Leitch

ABSENT: None

NOES: None

DISQUALIFIED: None

WITNESS, my hand and the seal of the City of Bishop this 25th day of February 2026.



Robin Picken, City Clerk
CITY OF BISHOP





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

NOTICE IS HEREBY GIVEN that Bishop City Council will conduct a public hearing and first reading of an ordinance regarding amendments to the Bishop Municipal Code Title 17 - Zoning. The hearing will be held on **Monday, April 13, 2026, at 6:00 p.m.** in the City Council Chambers, located at **301 West Line Street, Bishop, California.**

Proposed Amendments

1. Zoning Code Text Amendments (To comply with Housing Element action items and State law)

- Amending **Chapter 17.08 – Definitions** to revise various definitions
- Amending **Chapter 17.38 – ES Emergency Shelter Combining District**
- Adding new **Chapter 17.39 – Residential Care Facilities**

2. Additional Zoning Amendments

- Repealing **Section 17.80.110 (Appeal procedure) of Chapter 17.80** and adding **Chapter 17.81 - Appeals** to Title 17 (Zoning) of the City of Bishop Code of Ordinances
- Amending **Chapter 17.80, Section 17.80.120 (Expiration of Permit or Variance)**

California Environmental Quality Act (CEQA):

The City Council will consider recommending an exemption from the California Environmental Quality Act (CEQA) pursuant to title 14, section 15378 (b)(5) of the California Code of Regulations.

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: Written comments may be submitted electronically at http://bishop-ca.granicus.com/ViewPublisher.php?view_id=8 by using "eComment" feature. eComments close 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 before 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 possible time. Please note that written public comments received will not be read aloud at the meeting.

Pursuant to Government Code Section 65009(b), if this matter is challenged in court, the challenge may be limited to issues raised at the public hearing or in written correspondence delivered to the City of Bishop at or before the public hearing.

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.

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].

Published in the Inyo Register on March 21, 2026



Agenda Item: 10.C
Date of Meeting: April 13, 2026
Department: Planning

STAFF REPORT

To: City Council
From: Ana Budnyk
Subject: **Public Hearing and First Reading and Introduction of an Ordinance Amending Chapter 17.08 to Revise Various Definitions and Amending Section 17.80.120, Expiration of Permit or Variance**
Prepared On: April 7, 2026
Attachments: Ordinance Amending Chapter 17.08
PC Resolution No. 2026-01 Title 17 Amendments
Public Hearing Notice

Background/History:

The proposed amendments ensure consistency across zoning provisions and ensure compliance with State Law:

- Supportive Housing
- Transitional Housing
- Emergency Shelter
- Group Home
- Boardinghouse
- Single-Family Dwelling

Staff also identified the need for additional clarity related to the expiration of permits or variances (Section 17.80.120).

The Planning Commission hearing was held on the 24th of February 2026. The Planning Commission recommends that the City Council approve the proposed amendments to Title 17 (Zoning).

Analysis/Discussion:

Expiration of Permit or Variance – Section 17.80.120

The proposed amendments add subsections F and G to clarify what constitutes exercising or failing to exercise rights granted under a land use entitlement, use permit, or variance.

These additions provide objective criteria for determining whether an entitlement has been exercised and improve clarity for both applicants and staff.

Impacts to Council Goals and Strategic Planning Priorities:

Impacts to Council Goals and Strategic Planning Priorities.

Not Applicable.

Budget Impacts:

None.

Legal Review:

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

Recommended Action:

Council will hold a public hearing and consider approving the first reading and introduction of an ordinance amending Chapter 17.08 (by title only).

Approved By: Robin Picken 4/8/2026

Approved By: Dean Pucci 4/8/2026

Approved By: Pam Foster 4/8/2026

Approved By:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, AMENDING CHAPTER 17.08 TO REVISE VARIOUS DEFINITIONS AND AMENDING CHAPTER 17.80, SECTION 17.80.120 EXPIRATION OF PERMIT OR VARIANCE, OF THE CITY OF BISHOP CODE OF ORDINANCES AND FINDING THIS ORDINANCE IS NOT A PROJECT UNDER CEQA PURSUANT TO TITLE 14, SECTION 15378 (b)(5) OF THE CALIFORNIA CODE OF REGULATIONS.

WHEREAS, the City of Bishop desires to amend Title 17 Zoning of the City Code of Ordinances; and

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

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

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

SECTION 2. The following sections of Chapter 17.08, Definitions are hereby amended to read:

17.08.040. - ~~Boardinghouse.~~ Group Home

~~Boardinghouse is a dwelling other than a hotel, where lodging and/or meals for three or more persons is provided for compensation.~~

Group Home means housing shared by unrelated persons with disabilities that provide peer and other support for their residents' disability related needs and in which residents share cooking, dining, and living areas, and may, in some group homes, participate in cooking, housekeeping, and other communal living activities.

17.08.115. - Emergency shelter

Emergency shelter, as provided in Health and Safety Code § [50801](#), means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. ~~The term "emergency shelter" specifically does not include:~~

- ~~A. Residential care facilities for the elderly as defined in Health and Safety Code § 1569.2;~~
- ~~B. Residential care facilities as defined in Health and Safety Code § 1568.01;~~
- ~~C. Community care facility as defined in Health and Safety Code § 1502;~~
- ~~D. Residential hotels as defined in Health and Safety Code § 50519;~~
- ~~E. Residential living unit as defined in Health and Safety Code § 1771;~~
- ~~F. Group homes as defined in Welfare and Institutions Code § 11400, or other similar facilities.~~

17.08.116. - Supportive housing

~~Supportive housing means permanent rental housing linked to a range of support services designed to enable residents to maintain stable housing and lead fuller lives and typically linked to on-site or off-site services that support residents in maintaining the housing, improving their health and maximizing their ability to live independently and, when possible, to work within the community.~~

Supportive Housing means housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving their health status, and maximizing their ability to live and, when possible, work in the community.

17.08.117. - Transitional housing

~~Transitional housing means a type of supportive housing used to facilitate the movement of homeless individuals and families to permanent housing. housing with supportive services for up to 24 months that is exclusively designated and targeted for recently homeless persons. Transitional housing includes self-sufficiency development services, with the ultimate goal of moving recently homeless persons to permanent housing as quickly as possible, and limits rents and service fees to an ability-to-pay formula reasonably consistent with the United States Department of Housing and Urban Development's requirements for subsidized housing for low-income persons. Rents and service fees paid for transitional housing may be reserved, in whole or in part, to assist residents in moving to permanent housing.~~

17.08.120. - Dwelling, single-family Unit

~~Dwelling, single-family, means a building designed for or used to house not more than one family, including all necessary employees of such family.~~

A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

SECTION 3. Section 17.80.120 of Chapter 17.80, Expiration of permit or variance, of the City of Bishop Code of Ordinances is amended to read as follows:

17.80.120. Expiration of land use entitlement, permit or variance.

- A. A land use entitlement, use permit or variance issued under the authority of this Zoning Code shall terminate, all rights granted thereunder shall lapse, the same shall become null and void and the property affected thereby shall be subject to all of the laws, ordinances, regulations and legal requirements in effect on the date of such termination when there is a failure to exercise the rights granted in the land use entitlement, use permit or variance within one year of the later of the following:
 - 1. The date of the initial approval of the land use entitlement, use permit or variance; or
 - 2. The date of the approval of the last extension of such land use entitlement, use permit or variance.
- B. Notwithstanding the foregoing, all land use entitlements, use permits and variances shall terminate upon the failure to exercise rights granted thereunder no later than two years from the date of initial approval of the land use entitlement, use permit or variance.
- C. The planning commission, after due application, notice and hearing, may grant one or more extensions of the effective period of any land use entitlement, use permit or variance to any date on or before two years from the date of the initial approval thereof, but shall not have the power to extend such period beyond two years from the date of such initial approval.
- D. All applications for extensions of land use entitlements, use permits and variances shall be in writing and filed with the city administrator not less than 45 days before the date such use permit or variance shall otherwise expire. If such application is filed later than such date, the planning commission shall not have the power to grant an extension thereof.
- E. Nothing herein shall prohibit the approval of a new land use entitlement, use permit or variance at any time, after due application, notice and hearing.
- F. "To exercise the rights granted in the land use entitlement, use permit or variance" means the applicant granted the land use entitlement, use permit or variance substantially commenced the approved activity or has actually commenced the allowed use on the site in compliance with the conditions of approval.

- G. "Failure to exercise the rights granted in the land use entitlement, use permit or variance" means the applicant granted the use permit or variance has failed to do any one of the following:
1. Commence construction of the improvements or structures authorized by the permit.
 2. Apply for all necessary permits and approvals from other agencies having jurisdiction over the project which is the subject of the permit or variance.
 3. Submit building or improvement plans required by the City Municipal Code or other regulatory agencies for the project which is the subject of the permit or variance.
 4. Resubmit building or improvement plans required by the City Municipal Code or other regulatory agencies for the project which is the subject of the permit or variance after receiving initial comments back from the City or other regulatory agencies that substantially comply with the plan check comments previously received.

SECTION 4. Severability. If any section of this Ordinance is determined to be unenforceable, invalid, or unlawful, such determination shall not affect the enforceability of the remaining provisions of this Ordinance.

SECTION 5. Effective Date. This ordinance shall be in full force and effect commencing thirty (30) days after its final adoption and a summary hereof shall be published once within fifteen (15) days in The Inyo Register, a newspaper of general circulation printed and published in the County of Inyo and circulated in the City of Bishop and hereby designated for that purpose by the City Council.

PASSED, APPROVED AND ADOPTED this ____ day of April, 2026.

Stephen Muchovej, Mayor

ATTEST: _____
Robin Picken, City Clerk

PC RESOLUTION NO. 2026-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BISHOP, STATE OF CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE AMENDMENTS TO TITLE 17 (ZONING), INCLUDING AMENDMENTS TO CHAPTER 17.38 (EMERGENCY SHELTER COMBINING DISTRICT), ADOPTION OF CHAPTER 17.39 (RESIDENTIAL CARE FACILITIES), ADOPTION OF CHAPTER 17.81 (APPEALS), AND AMENDMENTS TO CHAPTER 17.08 (DEFINITIONS) AND SECTION 17.80.120

WHEREAS, the City of Bishop adopted the 2021–2029 Housing Element, which includes programs requiring updates to the Zoning Code to ensure compliance with State housing law; and

WHEREAS, State law requires that emergency shelters be permitted by right in at least one zoning district and subject only to objective standards; and

WHEREAS, State law requires that supportive housing and transitional housing be considered residential uses and permitted in zones where residential uses are allowed; and

WHEREAS, the City has reviewed Title 17 (Zoning) and identified the need to update definitions, zoning standards, and procedures to align with State law and Housing and Community Development (HCD) guidance; and

WHEREAS, the proposed amendments include updates to Chapter 17.38 (Emergency Shelter Combining District), adoption of Chapter 17.39 (Residential Care Facilities), adoption of Chapter 17.81 (Appeals), and amendments to Chapter 17.08 (Definitions) and Section 17.80.120; and

WHEREAS, the Planning Commission held a duly noticed public hearing on the proposed amendments; and

WHEREAS, the Planning Commission has considered all testimony and evidence presented at the public hearing.

NOW, THEREFORE, BE IT RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF BISHOP DOES HEREBY RESOLVE AS FOLLOWS:

1. The above recitals are true and correct and incorporated herein.
2. The Planning Commission recommends that the City Council approve the proposed amendments to Title 17 (Zoning), as attached. These include revisions to Chapter 17.38; adoption of Chapter 17.39, including an amendment to Section 17.39.030 to permit licensed group homes with more than six clients in the R-1 zone, and an amendment to Section 17.39.040(A) to address licensed group homes with more than six clients in zones other

than R-1; adoption of Chapter 17.81; and amendments to Chapter 17.08 and Section 17.80.120.

a. Emergency Shelter Capacity. The Planning Commission recommends the following option for emergency shelter capacity:

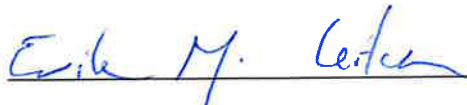
i. Capacity shall be determined by applicable building, fire, and health and safety codes. No discretionary review shall be required.

b. Emergency Shelter Parking. The Planning Commission recommends the following option for vehicle parking:

i. No minimum off-street parking shall be required for residents, clients, or guests. Off-street parking shall be provided for employees only, at a rate of one parking space per employee on the largest shift.

3. The Planning Commission recommends that the City Council find that the proposed amendments are not subject to CEQA pursuant to Section 15378(b)(5) of the CEQA Guidelines.

PASSED, APPROVED AND ADOPTED this 24th day of February 2026.


Erik Leitch, Chair

ATTEST: Pam Foster, Planning Director

By: 
Robin Picken, City Clerk



CHAPTER 17.38. ES EMERGENCY SHELTER COMBINING DISTRICT

17.38.010. Purpose.

The purpose of this chapter is to comply with the housing element requirements of the state.

- A. The ES emergency shelter combining district is intended to be combined with C-1, R-3 and/or R-3-P districts to permit a specified area in which emergency shelters, supportive housing and transitional housing developments will be allowed by right.
- B. The location of the ES emergency shelter combining district reflects a close association with, provides convenience to and/or is compatible with surrounding uses with a range of complementary services, including the availability of public transportation, basic goods and grocery stores, and social welfare facilities.

(Code 1985, § 17.38.010; Ord. No. 544, § 3, 4-22-2013)

17.38.020. ~~Client defined-Definitions~~

~~For purposes of this chapter, the term "client" means individuals and/or families using an emergency shelter, supportive housing or transitional housing facilities.~~

The following words, terms and phrases, when used in this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. "Emergency shelter" means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person.

For purposes of this paragraph, "emergency shelter" shall include other interim interventions, including, but not limited to, a navigation center, bridge housing, and respite or recuperative care.

- B. "Homeless individual" means any of the following:
 - a. An individual who lacks a fixed, regular, and adequate nighttime residence.
 - b. An individual with a primary night-time residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including, but not limited to, a car, park, abandoned building, bus station, train station, airport, or camping ground.
 - c. An individual living in a supervised, publicly or privately operated shelter designated to provide temporary living arrangements, including hotels or motels, paid for by federal, state, or local government programs for low-

income individuals or by charitable organizations, congregate shelters, or transitional housing.

- C. For purposes of this chapter, the term "client" means individuals and/or families using an emergency shelter, navigation centers, bridge housing, and respite or recuperative care.

17.38.030. ~~Applicability.~~ Planning Director Approval

- ~~A. The ES emergency shelter combining district may be combined with any C-1, R-3 and/or R-3-P district which in the judgment of the city council possesses the desired locational and site design characteristics as set forth in section 17.38.060A.~~
- ~~B. A All operators of emergency shelters, supportive housing and transitional housing development p~~Prior to commencing ~~such~~ operation, the operator of an emergency shelter shall apply to the city planning department to ensure ~~that all standards and requirements set forth in section 17.38.060 will be met~~ compliance with the objective standards in Section 17.38.060.

17.38.040. Permitted uses.

- A. The permitted uses in an ES emergency shelter combining district include emergency shelters, ~~supportive housing and transitional housing developments~~ that comply with the standards and requirements set forth in section 17.38.050 and associated supportive services. Such permitted uses shall be in addition to the permitted uses allowed by the underlying district with which the ES emergency shelter combining district is combined.
- B. If an ES emergency shelter combining district overlies more than one type of district, C-1, R-3 and/or R-3-P, then such additional permitted uses shall only be those which are permitted in the district which underlies the proposed project.

17.38.050. Uses expressly prohibited.

Prohibited uses shall be those set forth in section 17.48.030 for C-1 districts; those set forth in section 17.36.030 for R-3 district; and those set forth in section 17.40.030 for R-3-P districts.

17.38.060. Standards and requirements.

- A. Standards. Except as provided hereafter, standards shall be as provided in the underlying district.
- B. Requirements. Any proposed emergency shelter, ~~supportive housing and/or transitional housing development located in an ES emergency shelter combining district~~ shall operate under the requirements set forth below. Such requirements are

in addition to any other requirements set forth in federal, state or local laws, rules, regulations, ordinances or policies.

1. Capacity. The maximum number of clients permitted in any emergency shelter, ~~supportive housing and/or transitional housing development~~ is ten.

Alternative A: Capacity. Emergency shelter capacity shall be determined by applicable building, fire, and health and safety codes. No discretionary review shall be required.

Alternative B: Capacity. Emergency shelters may serve up to 30 clients, or such a greater number as permitted by building and fire code occupancy limits.

2. Vehicle parking. The operator of an emergency shelter, supportive housing and/or transitional housing development shall provide on-site vehicle parking as follows: one parking space for each two client beds.

Alternative A: No minimum parking requirement

Alternative B: No minimum off-street parking shall be required for residents, clients, or guests. Off-street parking shall be provided for employees only, at a rate of one parking space per employee on the largest shift.

23. Bicycle parking. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall provide bicycle racks that allow for the secure storage of bicycles. Bicycle racks shall accommodate at least one bicycle storage space for every five client beds. ~~All bicycle racks shall be on-site and located in an area that is not visible from a public right-of-way.~~

34. Intake areas. If the intake area of an emergency shelter, ~~supportive housing and/or transitional housing development~~ is located on-site, the operator shall provide an enclosed interior waiting area. There shall be no outdoor queuing of potential clients.

45. Management.

- a. On-site management. The operator of an emergency shelter ~~or transitional housing development~~ shall provide an on-site management or support employee during all hours of operation. Only persons who are not ~~residential~~ emergency shelter ~~or transitional housing~~ clients may serve as on-site management or support employees. ~~Supportive housing developments shall be required to provide management and/or support employees that may be located on-site or off-site.~~

- b. Client restriction. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ may conduct a background check on all prospective clients using all means allowed by law and may restrict client intake in accordance with state and local registered sex offender residency restrictions and comply with any applicable parolee obligations. An operator of an emergency shelter ~~supportive housing and/or transitional housing development~~ shall not intake any person as a client who that operator knows is a fugitive from

justice, nor any person known by such operator to be a threat to the safety of other clients.

- c. Personal storage. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall provide a private storage area or closet for each on-site bed or unit. At no time shall any client keep on site any alcoholic beverages, or any type of illegal drugs or other illegal or dangerous substances, or deadly weapons, unless otherwise permitted by state or federal law. An emergency shelter manager ~~and a transitional housing development manager~~ shall conduct routine inspections of each on-site client's assigned personal space or unit to verify compliance with the foregoing and shall report to the police any client violation of this subsection. ~~A manager of a supportive housing development may conduct routine inspections of each on-site client's assigned personal space or unit to verify compliance with the foregoing and shall report to the police any client violation of this subsection.~~
 - d. Shower and toilet facilities. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall provide toilets, sinks and showers on site. The manager shall be responsible for ensuring that all restroom and shower facilities comply with city building code requirements. Emergency shelter facilities shall be provided with secure restroom and shower facilities.
 - e. Food service areas. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall be responsible for ensuring that any food service or on-site meal preparation areas comply with all applicable requirements of the county health department.
 - f. Outdoor storage. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall screen ~~any and~~ all outdoor storage areas from view from all public rights-of-way and on-site parking lots. The manager shall ensure that all outside storage areas ~~be~~ **are** maintained in a neat, clean and orderly manner at all times.
56. Length of stay. The operator of an emergency shelter shall not allow any emergency shelter client to stay for a period longer than six months in any consecutive 12-month period. ~~The operator of a transitional housing development shall not allow any client to stay for a period longer than two years in any consecutive five-year period. There shall be no limit on the length of stay at a supportive housing development.~~
67. Hours of operation. The operator of an emergency shelter ~~and/or transitional housing development~~ shall establish and maintain set days and hours of operation for client intake and discharge. These hours shall be clearly displayed at the entrance to the emergency shelter ~~and/or transitional housing development~~ at all times.
78. Disruptive clients. In the event that a client of an emergency shelter, ~~supportive housing and/or transitional housing development~~ is socially disruptive, a threat

to the safety of others, or in violation of housing facility rules, the manager may proceed to discharge that client immediately.

89. Lighting. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall provide nighttime lighting in all exterior parking areas and along the periphery of the buildings. All such lighting shall be screened from adjoining properties by downlights, hoods or similar means.

940. Security. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall submit an on-site security plan to the city planning department and to the city police department. The operator shall be responsible for ensuring that the approved security plan is implemented at all times during the operation of the emergency shelter, ~~supportive housing and/or transitional housing developments.~~

1044. Inability to pay. No individual or household may be denied ~~access to an emergency shelter or access to supportive and/or transitional housing development~~ because of an inability to pay.

1142. Signs.

a. ~~Exterior signs C-1 district shall comply with CHAPTER 17.85. Exterior signs in the portion of an ES emergency shelter combining district that overlays a C-1 district shall comply with standards for the C-1 district as set forth in section 17.48.060.~~

b. ~~Exterior signs R-3 and R-3-P district. Notwithstanding sections 17.36.070 and 17.40.070, exterior signs in the portion of an ES emergency shelter combining district that overlays an R-3, R-3-P and/or R-2000 district shall be permitted, solely for purposes of identifying the emergency shelter, supportive housing and/or transitional housing development up to a maximum area of nine square feet.~~

CHAPTER 17.39. RESIDENTIAL CARE FACILITIES

17.39.010. Purpose.

The purpose of this chapter is to comply with the housing element requirements of the state and federal fair housing laws.

17.39.020. Definitions.

The following words, terms, and phrases, when used in this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. “Alcohol or Other Drug (AOD) Facilities” means residential facilities that must obtain licenses from DHCS because they provide alcoholism or drug addiction recovery and treatment services pursuant to Health & Saf. Code, § 11834.02 as may be amended from time to time.
- B. “Client” means, for the purposes of this Chapter, individuals and/or families using or occupying any of the special residential uses listed in this Chapter.
- C. “Community Care Residential Facilities” means residential facilities that must obtain licenses from the California Department of Social Services (CDSS) because they provide 24-hour nonmedical care and supervision for adults or children pursuant to Health & Saf. Code, §§ 1502, 1568.01, 1569.2, subds. (o)-(p) as may be amended from time to time.
- D. “DHCS” means the California Department of Health Care Services.
- E. “Group Homes” means housing shared by unrelated persons with disabilities that provide peer and other support for their residents’ disability related needs and in which residents share cooking, dining, and living areas, and may, in some group homes, participate in cooking, housekeeping, and other communal living activities.
 - 1. “Licensed Group Homes” means group homes that provide services that require licenses under state law.
 - 2. Unlicensed Group Homes—group homes that may provide some supportive services for their residents but not services that require licenses under state law
- F. “Recovery Residences or Sober Living Homes” means group homes for persons recovering from alcoholism or drug addiction in which the residents mutually support each other’s recovery and sobriety and that do not require licenses from DHCS because they do not provide alcoholism or drug addiction recovery and treatment services.

-
- G. “Residential Care Facilities” means any of the permitted or conditionally permitted uses listed in this Chapter.
- H. “Supportive Housing” means housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving their health status, and maximizing their ability to live and, when possible, work in the community.
- I. “Transitional Housing” means housing with supportive services for up to 24 months that is exclusively designated and targeted for recently homeless persons. Transitional housing includes self-sufficiency development services, with the ultimate goal of moving recently homeless persons to permanent housing as quickly as possible, and limits rents and service fees to an ability-to-pay formula reasonably consistent with the United States Department of Housing and Urban Development’s requirements for subsidized housing for low-income persons. Rents and service fees paid for transitional housing may be reserved, in whole or in part, to assist residents in moving to permanent housing.

17.39.030. Permitted uses.

- A. The following uses are permitted by right in all zones of the City which allow for residential uses by right.
1. Unlicensed Group Homes with six or fewer clients.
 2. Licensed Group Homes six or fewer clients.
 3. Licensed Group Homes with more than six clients in the R1 zone.
 4. Supportive Housing.
 5. Transitional Housing
 6. Community Care Residential Facilities with six or fewer clients.
 7. Recovery Residences or AOD Facilities with six or fewer clients.
 8. Low Barrier Navigation Centers
- B. The uses listed in subsection A. above are subject only to the generally applicable, nondiscriminatory health, safety, and zoning laws that apply to all residences in the City.

17.39.040 Conditionally Permitted Uses

- A. Licensed Group Homes with more than six clients, other than in the R1 zone.
- B. Community Care Residential Facilities with more than six clients.
- C. Recovery Residences and AOD Facilities with more than six clients.

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- D. The uses listed above in subsections A., B., and C. must apply for a land use permit as set forth in Section 17.80.030 of this code.
 - E. The land use permit shall be approved, conditionally approved, or disapproved, subject to all applicable state and federal reasonable accommodation standards, by the planning commission after a public hearing.

17.39.050. Planning Director Approval.

- A. Prior to commencing operations, the operator of any use listed in this Chapter must obtain the approval of the Planning Director, except the uses listed in 17.39.040 shall require the approval of the Planning Commission.
- B. The names of all persons and entities with an ownership or leasehold interest in the facility, or who will participate in the operation of the facility, shall be disclosed in writing to the City, and the persons and entities shall not have a demonstrated pattern or practice of operating similar facilities in or out of the City in violation of State or local law.
- C. The operator of the facility shall provide a list of the addresses of all similar facilities in the State owned or operated by the operator within the past five years and shall certify under penalty of perjury that none of the facilities has been found by State or local authorities to be operating in violation of State or local law. All information submitted shall be subject to verification by the Director.
- D. In addition to the land use permit application required by this Title 17, the operator shall submit to the City for review a management and operating plan and rules of conduct.

17.39.060. Low Barrier Navigation Centers. A low-barrier navigation center shall be permitted by-right in areas zoned to permit permanent residential uses, including within mixed-use and nonresidential zones permitting residential uses, if it meets the following requirements:

- A. **Connected Services.** It offers services to connect people to permanent housing through a services plan that identifies services staffing.
- B. **Coordinated Entry System.** It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. "Coordinated entry system" means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.
- C. **Code Compliant.** It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.
- D. **Homeless Management Information System.** It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System, as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

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- E. Use by-right has the meaning defined in subdivision (i) of Section 65583.2 of the California Government Code. Division 13 (commencing with Section 21000) of the California Public Resources Code shall not apply to actions taken by a public agency to lease, convey, or encumber land owned by a public agency, or to facilitate the lease, conveyance, or encumbrance of land owned by a public agency, or to provide financial assistance to, or otherwise approve, a low-barrier navigation center constructed or allowed by this section.

17.39.060. Residential Facility Standards.

- A. This section provides standards for residential care facilities granted a conditional use permit in compliance with Section 17.39.040.
- B. Smoking in Outdoor Areas. Staff, clients, guests, or any other users of a residential care facility shall not smoke in an area from which the secondhand smoke may be detected on any parcel other than the parcel upon which the facility is located.
- C. Management and Operation.
1. The property shall be operated in compliance with applicable State, Federal, and local law and in conformance with the management and operating plan and rules of conduct submitted as part of the application for a conditional use permit or as identified in the conditions of approval for a conditional use permit.
 2. Each management and operation plan shall provide a phone number by which the operator may be contacted at all times.
 3. If applicable, the permittee shall comply with the business license provisions of Title 5 (Business Licenses and Regulations).
- D. Standards for Residential Care Facilities. In order to ensure that residential care facilities are operating in a manner that is consistent with State and Federal law and established industry standards and to ensure that operators do not have a pattern or practice of operating similar facilities in violation of State, Federal, or local law, the standards listed below shall apply:
1. If the facility is not licensed by the State of California, owners, managers, operators, and residents shall not:
 - a. Provide any services on site if the provision of the service requires licensure of the facility under California law; or
 - b. Provide any services to persons not residing on site.
 2. If the facility is required to be licensed by the State of California, owners, managers, operators, and residents shall not:
 - a. Provide any services other than those that the facility is authorized and licensed to provide by the State of California; or
 - b. Provide any services to persons not residing on site.

CHAPTER 17.81 - APPEALS

§ 17.81.010 Purpose.

This Chapter provides procedures for:

- A. The Council's review of a decision rendered by the Commission;
- B. The Commission's review of a decision rendered by the Director;
- C. The simultaneous request for an appeal by the Council and Commission;
- D. The filing of an appeal, by other than the Council or Commission, of a decision rendered by the Director or Commission.

§ 17.81.020. Commission Review.

A member of the Commission may request the opportunity to discuss any decision previously rendered by the Director; however, a majority vote of the Commission is required to initiate an appeal of the decision. Once the vote to initiate an appeal is passed by a majority, the matter shall be scheduled for hearing.

§ 17.81.030. Council Review.

A member of the Council may initiate an appeal of any decision previously rendered by the Director or Commission; once an appeal is initiated, the matter shall be scheduled for hearing. The decision of the Council on the appeal shall be final and shall become effective upon adoption of the resolution by the Council.

§ 17.81.040. Appeal by the Council and Commission.

If members of the Commission and Council file an appeal from the same decision, the matter shall be scheduled for Council determination. The Council shall determine whether the appeal shall be considered, and if so, by which review authority. Once the Council determines that the appeal should be heard, the appeal shall be scheduled for hearing by the review authority designated by the Council.

§ 17.81.050. Appeals of Decisions.

An appeal filed by other than the Council or Commission shall be heard by the following review authorities:

- A. *Director Appeals.* A decision rendered by the Director may be appealed to the Commission.
- B. *Commission Appeals.* A decision rendered by the Commission may be appealed to the Council.

§ 17.81.060. Filing and Processing of Appeals.

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- A. *Timing and Form of Appeal.* Appeals shall be submitted in writing and filed with the Department or City Clerk, as applicable, within 10 days after the decision date identified in the notice of decision. Appeals addressed to the Commission shall be filed with the department, while appeals addressed to the Council shall be filed with the City Clerk. The appeal shall specifically state the pertinent facts of the case and the basis for the appeal, as required by subsection D. Appeals shall be accompanied by the filing fee established by the most current City Council Fee Resolution.
- B. *The Number of Days Shall be Construed as Calendar Days.* Time limits will extend to the following City Hall working day where the last of the specified number of days falls on a weekend, holiday, or other day when City Hall is officially closed.
- C. *Report and Scheduling of Hearing.* When an appeal has been filed, the Director shall prepare a report on the matter and schedule the matter for consideration by the appropriate review authority.
- D. *Required Statement and Evidence*
1. Applications for appeals shall include a general statement specifying the basis for the appeal and the specific aspect of the decision being appealed.
 2. Appeals shall be based upon an error in fact, dispute of findings, or inadequacy of conditions to mitigate potential impacts.
 3. Appeals shall be accompanied by supporting evidence substantiating the basis for the appeal.
- E. *Action.* At the hearing, the review authority will consider the decision de novo, and may consider any issue involving the matter that is the subject of the appeal, in addition to the specific grounds for the appeal.
1. By resolution, the review authority may affirm, affirm in part, or reverse the action, determination, or decision that is the subject of the appeal.
 2. When reviewing an appeal, the review authority may amend or adopt additional conditions of approval that may address other issues or concerns than the subject of the appeal.
 3. When reviewing an appeal, the review authority may disapprove the land use entitlement approved by the previous review authority, even though the appellant only requested a modification or elimination of one or more conditions of approval.
 4. If new or different evidence is presented on appeal, the Commission or Council may, but shall not be required to, refer the matter back to the Director or Commission for further consideration.

§ 17.81.070. Notice for Appeal Hearings.

- A. Appeal of Director or Commission Decision. Where an appeal of a decision made following a noticed public hearing is filed and a hearing on the merits of the appeal is placed on the Commission or Council agenda, a public hearing notice shall be given. An appeal of a Director or Commission action that was not subject to a statutorily required public hearing notice does not require public hearing notice when the matter is placed on the Council agenda.
- B. Appeal of Director's Decision. Notice of the appeal shall be mailed to all persons who previously received notice of the Director's or Commission's decision at least 10 days before the scheduled public hearing or review.

§ 17.81.080. Notice of Final Decision by Commission.

Within 10 working days after the final decision is rendered by the Commission or City Council, a notice of the decision and any applicable conditions of approval shall be mailed to the appellant at the address shown on the application.

§ 17.81.090. Pending Appeal.

While an appeal is pending, the establishment of any affected use or structure shall be held in abeyance and all permits and licenses issued for the use or structure shall be stayed.

17.08.040. - ~~Boardinghouse. Group Home~~

~~Boardinghouse is a dwelling other than a hotel, where lodging and/or meals for three or more persons is provided for compensation.~~

Group Home means housing shared by unrelated persons with disabilities that provide peer and other support for their residents' disability related needs and in which residents share cooking, dining, and living areas, and may, in some group homes, participate in cooking, housekeeping, and other communal living activities.

17.08.115. - Emergency shelter

Emergency shelter, as provided in Health and Safety Code § 50801, means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. ~~The term "emergency shelter" specifically does not include:~~

- ~~A. Residential care facilities for the elderly as defined in Health and Safety Code § 1569.2;~~
- ~~B. Residential care facilities as defined in Health and Safety Code § 1568.01;~~
- ~~C. Community care facility as defined in Health and Safety Code § 1502;~~
- ~~D. Residential hotels as defined in Health and Safety Code § 50519;~~
- ~~E. Residential living unit as defined in Health and Safety Code § 1771;~~
- ~~F. Group homes as defined in Welfare and Institutions Code § 11400, or other similar facilities.~~

17.08.116. - Supportive housing

~~Supportive housing means permanent rental housing linked to a range of support services designed to enable residents to maintain stable housing and lead fuller lives and typically linked to on-site or off-site services that support residents in maintaining the housing, improving their health and maximizing their ability to live independently and, when possible, to work within the community.~~

Supportive Housing means housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving their health status, and maximizing their ability to live and, when possible, work in the community.

17.08.117. - Transitional housing

~~Transitional housing means a type of supportive housing used to facilitate the movement of homeless individuals and families to permanent housing. housing with supportive services for up to 24 months that is exclusively designated and targeted for recently homeless persons. Transitional housing includes self-sufficiency development services, with the ultimate goal of moving recently homeless persons to permanent~~

housing as quickly as possible, and limits rents and service fees to an ability-to-pay formula reasonably consistent with the United States Department of Housing and Urban Development's requirements for subsidized housing for low-income persons. Rents and service fees paid for transitional housing may be reserved, in whole or in part, to assist residents in moving to permanent housing.

17.08.120. - Dwelling, ~~single-family~~ Unit

~~Dwelling, single-family, means a building designed for or used to house not more than one family, including all necessary employees of such family.~~

A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

17.80.120. Expiration of ~~land use entitlement~~, permit or variance.

- A. A ~~land use entitlement~~, use permit or variance issued under the authority of this Zoning Code shall terminate, all rights granted thereunder shall lapse, the same shall become null and void and the property affected thereby shall be subject to all of the laws, ordinances, regulations and legal requirements in effect on the date of such termination when there is a failure to exercise the rights granted in the land use entitlement, use permit or variance within one year of the later of the following:
 - 1. The date of the initial approval of the land use entitlement, use permit or variance; or
 - 2. The date of the approval of the last extension of such land use entitlement, use permit or variance.
- B. Notwithstanding the foregoing, all land use entitlements, use permits and variances shall terminate upon the failure to exercise rights granted thereunder no later than two years from the date of initial approval of the land use entitlement, use permit or variance.
- C. The planning commission, after due application, notice and hearing, may grant one or more extensions of the effective period of any land use entitlement, use permit or variance to any date on or before two years from the date of the initial approval thereof, but shall not have the power to extend such period beyond two years from the date of such initial approval.
- D. All applications for extensions of land use entitlements, use permits and variances shall be in writing and filed with the city administrator not less than 45 days before the date such use permit or variance shall otherwise expire. If such application is filed later than such date, the planning commission shall not have the power to grant an extension thereof.
- E. Nothing herein shall prohibit the approval of a new land use entitlement, use permit or variance at any time, after due application, notice and hearing.

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- F. “To exercise the rights granted in the land use entitlement, use permit or variance” means the applicant granted the land use entitlement, use permit or variance substantially commenced the approved activity or has actually commenced the allowed use on the site in compliance with the conditions of approval.
- G. “Failure to exercise the rights granted in the land use entitlement, use permit or variance” means the applicant granted the use permit or variance has failed to do any one of the following:
1. Commence construction of the improvements or structures authorized by the permit.
 2. Apply for all necessary permits and approvals from other agencies having jurisdiction over the project which is the subject of the permit or variance.
 3. Submit building or improvement plans required by the City Municipal Code or other regulatory agencies for the project which is the subject of the permit or variance.
 4. Resubmit building or improvement plans required by the City Municipal Code or other regulatory agencies for the project which is the subject of the permit or variance after receiving initial comments back from the City or other regulatory agencies that substantially comply with the plan check comments previously received.

STATE OF CALIFORNIA }
COUNTY OF INYO }
CITY OF BISHOP }

I, Robin Picken, City Clerk for the City of Bishop, do hereby certify that the whole number of members of the Planning Commission of said City of Bishop is five (5); that the foregoing Resolution No. PC 2026-01 was duly passed and adopted by said Planning Commission; approved and signed by the Planning Commission Chair of said City; and attested by the Planning Director of said City, all at a regular meeting of said Planning Commission, held on February 24, 2026, and that the same was so passed and adopted by the following roll call vote.

AYES: Bhakta, Lew, Fuchs, Stroud, Leitch

ABSENT: None

NOES: None

DISQUALIFIED: None

WITNESS, my hand and the seal of the City of Bishop this 25th day of February 2026.



Robin Picken, City Clerk
CITY OF BISHOP





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

NOTICE IS HEREBY GIVEN that Bishop City Council will conduct a public hearing and first reading of an ordinance regarding amendments to the Bishop Municipal Code Title 17 - Zoning. The hearing will be held on **Monday, April 13, 2026, at 6:00 p.m.** in the City Council Chambers, located at **301 West Line Street, Bishop, California.**

Proposed Amendments

1. Zoning Code Text Amendments (To comply with Housing Element action items and State law)

- Amending **Chapter 17.08 – Definitions** to revise various definitions
- Amending **Chapter 17.38 – ES Emergency Shelter Combining District**
- Adding new **Chapter 17.39 – Residential Care Facilities**

2. Additional Zoning Amendments

- Repealing **Section 17.80.110 (Appeal procedure) of Chapter 17.80** and adding **Chapter 17.81 - Appeals** to Title 17 (Zoning) of the City of Bishop Code of Ordinances
- Amending **Chapter 17.80, Section 17.80.120 (Expiration of Permit or Variance)**

California Environmental Quality Act (CEQA):

The City Council will consider recommending an exemption from the California Environmental Quality Act (CEQA) pursuant to title 14, section 15378 (b)(5) of the California Code of Regulations.

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: Written comments may be submitted electronically at http://bishop-ca.granicus.com/ViewPublisher.php?view_id=8 by using "eComment" feature. eComments close 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 before 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 possible time. Please note that written public comments received will not be read aloud at the meeting.

Pursuant to Government Code Section 65009(b), if this matter is challenged in court, the challenge may be limited to issues raised at the public hearing or in written correspondence delivered to the City of Bishop at or before the public hearing.

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.

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].

Published in the Inyo Register on March 21, 2026



Agenda Item: 10.D
Date of Meeting: April 13, 2026
Department: Planning

STAFF REPORT

To: City Council
From: Ana Budnyk
Subject: **Public Hearing and First Reading and Introduction of an Ordinance Repealing Section 17.80.110 of Chapter 17.80 and Adding a New Chapter 17.81 - Appeals to Title 17**
Prepared On: April 7, 2026
Attachments: Ordinance Adding Chapter 17.81 - Appeals
PC Resolution No. 2026-01 Title 17 Amendments
Public Hearing Notice

Background/History:

Staff also identified the need for additional clarity related to appeal procedures (Section 17.80.110).

The Planning Commission hearing was held on the 24th of February 2026. The Planning Commission recommends that the City Council approve the proposed amendments to Title 17 (Zoning).

Analysis/Discussion:

Staff proposes repealing Section 17.80.110 (Appeal Procedure) and adopting a new stand-alone Chapter 17.81 to clarify and standardize appeal procedures. The new chapter establishes clear procedures for filing, processing, and hearing appeals and defines the roles of the Planning Commission and City Council.

Impacts to Council Goals and Strategic Planning Priorities:

Not Applicable.

Budget Impacts:

None.

Legal Review:

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

Recommended Action:

Council will hold a public hearing, and consider approving the first reading and introduction of an ordinance repealing Section 17.80.110 of Chapter 17.80 and Adding a New Chapter 17.81

to Title 17 (by title only).

Approved By: Robin Picken 4/8/2026

Approved By: Dean Pucci 4/8/2026

Approved By: Pam Foster 4/8/2026

Approved By:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, REPEALING SECTION 17.80.110 OF CHAPTER 17.80 AND ADDING A NEW CHAPTER 17.81 TO TITLE 17, ZONING, OF THE CITY OF BISHOP CODE OF ORDINANCES AND FINDING THIS ORDINANCE IS NOT A PROJECT UNDER CEQA PURSUANT TO TITLE 14, SECTION 15378 (b)(5) OF THE CALIFORNIA CODE OF REGULATIONS.

WHEREAS, the City of Bishop desires to amend the language related to appeals of land use decisions in Title 17 Zoning of the City Code of Ordinances; and

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

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

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

SECTION 2. Section 17.80.110 of Chapter 17.80 of Title 17, Zoning, is hereby repealed and reserved for future use.

SECTION 3. A new Chapter 17.81, Appeals, is added to Title 17, Zoning, of the City of Bishop Code of Ordinances to read as follows:

CHAPTER 17.81 - APPEALS

§ 17.81.010 Purpose.

This Chapter provides procedures for:

- A. The Council's review of a decision rendered by the Commission;
- B. The Commission's review of a decision rendered by the Director;
- C. The simultaneous request for an appeal by the Council and Commission;
- D. The filing of an appeal, by other than the Council or Commission, of a decision rendered by the Director or Commission.

§ 17.81.020. Commission Review.

A member of the Commission may request the opportunity to discuss any decision previously rendered by the Director; however, a majority vote of the Commission is required to initiate an appeal of the decision. Once the vote to initiate an appeal is passed by a majority, the matter shall be scheduled for

hearing.

§ 17.81.030. Council Review.

A member of the Council may initiate an appeal of any decision previously rendered by the Director or Commission; once an appeal is initiated, the matter shall be scheduled for hearing. The decision of the Council on the appeal shall be final and shall become effective upon adoption of the resolution by the Council.

§ 17.81.040. Appeal by the Council and Commission.

If members of the Commission and Council file an appeal from the same decision, the matter shall be scheduled for Council determination. The Council shall determine whether the appeal shall be considered, and if so, by which review authority. Once the Council determines that the appeal should be heard, the appeal shall be scheduled for hearing by the review authority designated by the Council.

§ 17.81.050. Appeals of Decisions.

An appeal filed by other than the Council or Commission shall be heard by the following review authorities:

- A. *Director Appeals.* A decision rendered by the Director may be appealed to the Commission.
- B. *Commission Appeals.* A decision rendered by the Commission may be appealed to the Council.

§ 17.81.060. Filing and Processing of Appeals.

- A. *Timing and Form of Appeal.* Appeals shall be submitted in writing and filed with the Department or City Clerk, as applicable, within 10 days after the decision date identified in the notice of decision. Appeals addressed to the Commission shall be filed with the department, while appeals addressed to the Council shall be filed with the City Clerk. The appeal shall specifically state the pertinent facts of the case and the basis for the appeal, as required by subsection D. Appeals shall be accompanied by the filing fee established by the most current City Council Fee Resolution.
- B. *The Number of Days Shall be Construed as Calendar Days.* Time limits will extend to the following City Hall working day where the last of the specified number of days falls on a weekend, holiday, or other day when City Hall is officially closed.
- C. *Report and Scheduling of Hearing.* When an appeal has been filed, the Director shall prepare a report on the matter and schedule the matter for consideration by the appropriate review authority.
- D. *Required Statement and Evidence*

1. Applications for appeals shall include a general statement specifying the basis for the appeal and the specific aspect of the decision being appealed.
 2. Appeals shall be based upon an error in fact, dispute of findings, or inadequacy of conditions to mitigate potential impacts.
 3. Appeals shall be accompanied by supporting evidence substantiating the basis for the appeal.
- E. *Action.* At the hearing, the review authority will consider the decision de novo, and may consider any issue involving the matter that is the subject of the appeal, in addition to the specific grounds for the appeal.
1. By resolution, the review authority may affirm, affirm in part, or reverse the action, determination, or decision that is the subject of the appeal.
 2. When reviewing an appeal, the review authority may amend or adopt additional conditions of approval that may address other issues or concerns than the subject of the appeal.
 3. When reviewing an appeal, the review authority may disapprove the land use entitlement approved by the previous review authority, even though the appellant only requested a modification or elimination of one or more conditions of approval.
 4. If new or different evidence is presented on appeal, the Commission or Council may, but shall not be required to, refer the matter back to the Director or Commission for further consideration.

§ 17.81.070. Notice for Appeal Hearings.

- A. Appeal of Director or Commission Decision. Where an appeal of a decision made following a noticed public hearing is filed and a hearing on the merits of the appeal is placed on the Commission or Council agenda, a public hearing notice shall be given. An appeal of a Director or Commission action that was not subject to a statutorily required public hearing notice does not require public hearing notice when the matter is placed on the Council agenda.
- B. Appeal of Director's Decision. Notice of the appeal shall be mailed to all persons who previously received notice of the Director's or Commission's decision at least 10 days before the scheduled public hearing or review.

§ 17.81.080. Notice of Final Decision by Commission.

Within 10 working days after the final decision is rendered by the Commission or City Council, a notice of the decision and any applicable conditions of approval shall be mailed to the appellant at the address shown on the application.

§ 17.81.090. Pending Appeal.

While an appeal is pending, the establishment of any affected use or structure shall be held in abeyance and all permits and licenses issued for the use or structure shall be stayed.

SECTION 4: Severability. If any section of this Ordinance is determined to be unenforceable, invalid, or unlawful, such determination shall not affect the enforceability of the remaining provisions of this Ordinance.

SECTION 5. Effective Date. This ordinance shall be in full force and effect commencing thirty (30) days after its final adoption and a summary hereof shall be published once within fifteen (15) days in The Inyo Register, a newspaper of general circulation printed and published in the County of Inyo and circulated in the City of Bishop and hereby designated for that purpose by the City Council.

PASSED, APPROVED AND ADOPTED this ____ day of April, 2026.

Stephen Muchovej, Mayor

ATTEST: _____
Robin Picken, City Clerk

PC RESOLUTION NO. 2026-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BISHOP, STATE OF CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE AMENDMENTS TO TITLE 17 (ZONING), INCLUDING AMENDMENTS TO CHAPTER 17.38 (EMERGENCY SHELTER COMBINING DISTRICT), ADOPTION OF CHAPTER 17.39 (RESIDENTIAL CARE FACILITIES), ADOPTION OF CHAPTER 17.81 (APPEALS), AND AMENDMENTS TO CHAPTER 17.08 (DEFINITIONS) AND SECTION 17.80.120

WHEREAS, the City of Bishop adopted the 2021–2029 Housing Element, which includes programs requiring updates to the Zoning Code to ensure compliance with State housing law; and

WHEREAS, State law requires that emergency shelters be permitted by right in at least one zoning district and subject only to objective standards; and

WHEREAS, State law requires that supportive housing and transitional housing be considered residential uses and permitted in zones where residential uses are allowed; and

WHEREAS, the City has reviewed Title 17 (Zoning) and identified the need to update definitions, zoning standards, and procedures to align with State law and Housing and Community Development (HCD) guidance; and

WHEREAS, the proposed amendments include updates to Chapter 17.38 (Emergency Shelter Combining District), adoption of Chapter 17.39 (Residential Care Facilities), adoption of Chapter 17.81 (Appeals), and amendments to Chapter 17.08 (Definitions) and Section 17.80.120; and

WHEREAS, the Planning Commission held a duly noticed public hearing on the proposed amendments; and

WHEREAS, the Planning Commission has considered all testimony and evidence presented at the public hearing.

NOW, THEREFORE, BE IT RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF BISHOP DOES HEREBY RESOLVE AS FOLLOWS:

1. The above recitals are true and correct and incorporated herein.
2. The Planning Commission recommends that the City Council approve the proposed amendments to Title 17 (Zoning), as attached. These include revisions to Chapter 17.38; adoption of Chapter 17.39, including an amendment to Section 17.39.030 to permit licensed group homes with more than six clients in the R-1 zone, and an amendment to Section 17.39.040(A) to address licensed group homes with more than six clients in zones other

than R-1; adoption of Chapter 17.81; and amendments to Chapter 17.08 and Section 17.80.120.

a. Emergency Shelter Capacity. The Planning Commission recommends the following option for emergency shelter capacity:

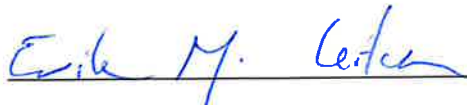
i. Capacity shall be determined by applicable building, fire, and health and safety codes. No discretionary review shall be required.

b. Emergency Shelter Parking. The Planning Commission recommends the following option for vehicle parking:

i. No minimum off-street parking shall be required for residents, clients, or guests. Off-street parking shall be provided for employees only, at a rate of one parking space per employee on the largest shift.

3. The Planning Commission recommends that the City Council find that the proposed amendments are not subject to CEQA pursuant to Section 15378(b)(5) of the CEQA Guidelines.

PASSED, APPROVED AND ADOPTED this 24th day of February 2026.


Erik Leitch, Chair

ATTEST: Pam Foster, Planning Director

By: 
Robin Picken, City Clerk



CHAPTER 17.38. ES EMERGENCY SHELTER COMBINING DISTRICT

17.38.010. Purpose.

The purpose of this chapter is to comply with the housing element requirements of the state.

- A. The ES emergency shelter combining district is intended to be combined with C-1, R-3 and/or R-3-P districts to permit a specified area in which emergency shelters, supportive housing and transitional housing developments will be allowed by right.
- B. The location of the ES emergency shelter combining district reflects a close association with, provides convenience to and/or is compatible with surrounding uses with a range of complementary services, including the availability of public transportation, basic goods and grocery stores, and social welfare facilities.

(Code 1985, § 17.38.010; Ord. No. 544, § 3, 4-22-2013)

17.38.020. ~~Client defined-Definitions~~

~~For purposes of this chapter, the term "client" means individuals and/or families using an emergency shelter, supportive housing or transitional housing facilities.~~

The following words, terms and phrases, when used in this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. "Emergency shelter" means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person.

For purposes of this paragraph, "emergency shelter" shall include other interim interventions, including, but not limited to, a navigation center, bridge housing, and respite or recuperative care.

- B. "Homeless individual" means any of the following:
 - a. An individual who lacks a fixed, regular, and adequate nighttime residence.
 - b. An individual with a primary night-time residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including, but not limited to, a car, park, abandoned building, bus station, train station, airport, or camping ground.
 - c. An individual living in a supervised, publicly or privately operated shelter designated to provide temporary living arrangements, including hotels or motels, paid for by federal, state, or local government programs for low-

income individuals or by charitable organizations, congregate shelters, or transitional housing.

- C. For purposes of this chapter, the term "client" means individuals and/or families using an emergency shelter, navigation centers, bridge housing, and respite or recuperative care.

17.38.030. ~~Applicability.~~ Planning Director Approval

- ~~A. The ES emergency shelter combining district may be combined with any C-1, R-3 and/or R-3-P district which in the judgment of the city council possesses the desired locational and site design characteristics as set forth in section 17.38.060A.~~
- ~~B. A All operators of emergency shelters, supportive housing and transitional housing development p~~Prior to commencing ~~such~~ operation, the operator of an emergency shelter shall apply to the city planning department to ensure ~~that all standards and requirements set forth in section 17.38.060 will be met~~ compliance with the objective standards in Section 17.38.060.

17.38.040. Permitted uses.

- A. The permitted uses in an ES emergency shelter combining district include emergency shelters, ~~supportive housing and transitional housing developments~~ that comply with the standards and requirements set forth in section 17.38.050 and associated supportive services. Such permitted uses shall be in addition to the permitted uses allowed by the underlying district with which the ES emergency shelter combining district is combined.
- B. If an ES emergency shelter combining district overlies more than one type of district, C-1, R-3 and/or R-3-P, then such additional permitted uses shall only be those which are permitted in the district which underlies the proposed project.

17.38.050. Uses expressly prohibited.

Prohibited uses shall be those set forth in section 17.48.030 for C-1 districts; those set forth in section 17.36.030 for R-3 district; and those set forth in section 17.40.030 for R-3-P districts.

17.38.060. Standards and requirements.

- A. Standards. Except as provided hereafter, standards shall be as provided in the underlying district.
- B. Requirements. Any proposed emergency shelter, ~~supportive housing and/or transitional housing development located in an ES emergency shelter combining district~~ shall operate under the requirements set forth below. Such requirements are

in addition to any other requirements set forth in federal, state or local laws, rules, regulations, ordinances or policies.

1. Capacity. The maximum number of clients permitted in any emergency shelter, ~~supportive housing and/or transitional housing development~~ is ten.

Alternative A: Capacity. Emergency shelter capacity shall be determined by applicable building, fire, and health and safety codes. No discretionary review shall be required.

Alternative B: Capacity. Emergency shelters may serve up to 30 clients, or such a greater number as permitted by building and fire code occupancy limits.

2. Vehicle parking. The operator of an emergency shelter, supportive housing and/or transitional housing development shall provide on-site vehicle parking as follows: one parking space for each two client beds.

Alternative A: No minimum parking requirement

Alternative B: No minimum off-street parking shall be required for residents, clients, or guests. Off-street parking shall be provided for employees only, at a rate of one parking space per employee on the largest shift.

23. Bicycle parking. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall provide bicycle racks that allow for the secure storage of bicycles. Bicycle racks shall accommodate at least one bicycle storage space for every five client beds. ~~All bicycle racks shall be on-site and located in an area that is not visible from a public right-of-way.~~

34. Intake areas. If the intake area of an emergency shelter, ~~supportive housing and/or transitional housing development~~ is located on-site, the operator shall provide an enclosed interior waiting area. There shall be no outdoor queuing of potential clients.

45. Management.

- a. On-site management. The operator of an emergency shelter ~~or transitional housing development~~ shall provide an on-site management or support employee during all hours of operation. Only persons who are not ~~residential~~ emergency shelter ~~or transitional housing~~ clients may serve as on-site management or support employees. ~~Supportive housing developments shall be required to provide management and/or support employees that may be located on-site or off-site.~~

- b. Client restriction. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ may conduct a background check on all prospective clients using all means allowed by law and may restrict client intake in accordance with state and local registered sex offender residency restrictions and comply with any applicable parolee obligations. An operator of an emergency shelter ~~supportive housing and/or transitional housing development~~ shall not intake any person as a client who that operator knows is a fugitive from

justice, nor any person known by such operator to be a threat to the safety of other clients.

- c. Personal storage. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall provide a private storage area or closet for each on-site bed or unit. At no time shall any client keep on site any alcoholic beverages, or any type of illegal drugs or other illegal or dangerous substances, or deadly weapons, unless otherwise permitted by state or federal law. An emergency shelter manager ~~and a transitional housing development manager~~ shall conduct routine inspections of each on-site client's assigned personal space or unit to verify compliance with the foregoing and shall report to the police any client violation of this subsection. ~~A manager of a supportive housing development may conduct routine inspections of each on-site client's assigned personal space or unit to verify compliance with the foregoing and shall report to the police any client violation of this subsection.~~
 - d. Shower and toilet facilities. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall provide toilets, sinks and showers on site. The manager shall be responsible for ensuring that all restroom and shower facilities comply with city building code requirements. Emergency shelter facilities shall be provided with secure restroom and shower facilities.
 - e. Food service areas. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall be responsible for ensuring that any food service or on-site meal preparation areas comply with all applicable requirements of the county health department.
 - f. Outdoor storage. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall screen ~~any and~~ all outdoor storage areas from view from all public rights-of-way and on-site parking lots. The manager shall ensure that all outside storage areas ~~be~~ **are** maintained in a neat, clean and orderly manner at all times.
56. Length of stay. The operator of an emergency shelter shall not allow any emergency shelter client to stay for a period longer than six months in any consecutive 12-month period. ~~The operator of a transitional housing development shall not allow any client to stay for a period longer than two years in any consecutive five-year period. There shall be no limit on the length of stay at a supportive housing development.~~
67. Hours of operation. The operator of an emergency shelter ~~and/or transitional housing development~~ shall establish and maintain set days and hours of operation for client intake and discharge. These hours shall be clearly displayed at the entrance to the emergency shelter ~~and/or transitional housing development~~ at all times.
78. Disruptive clients. In the event that a client of an emergency shelter, ~~supportive housing and/or transitional housing development~~ is socially disruptive, a threat

to the safety of others, or in violation of housing facility rules, the manager may proceed to discharge that client immediately.

89. Lighting. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall provide nighttime lighting in all exterior parking areas and along the periphery of the buildings. All such lighting shall be screened from adjoining properties by downlights, hoods or similar means.

940. Security. The operator of an emergency shelter, ~~supportive housing and/or transitional housing development~~ shall submit an on-site security plan to the city planning department and to the city police department. The operator shall be responsible for ensuring that the approved security plan is implemented at all times during the operation of the emergency shelter, ~~supportive housing and/or transitional housing developments~~.

1044. Inability to pay. No individual or household may be denied ~~access to an emergency shelter or access to supportive and/or transitional housing development~~ because of an inability to pay.

1142. Signs.

a. ~~Exterior signs C-1 district shall comply with CHAPTER 17.85. Exterior signs in the portion of an ES emergency shelter combining district that overlays a C-1 district shall comply with standards for the C-1 district as set forth in section 17.48.060.~~

b. ~~Exterior signs R-3 and R-3-P district. Notwithstanding sections 17.36.070 and 17.40.070, exterior signs in the portion of an ES emergency shelter combining district that overlays an R-3, R-3-P and/or R-2000 district shall be permitted, solely for purposes of identifying the emergency shelter, supportive housing and/or transitional housing development up to a maximum area of nine square feet.~~

CHAPTER 17.39. RESIDENTIAL CARE FACILITIES

17.39.010. Purpose.

The purpose of this chapter is to comply with the housing element requirements of the state and federal fair housing laws.

17.39.020. Definitions.

The following words, terms, and phrases, when used in this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. “Alcohol or Other Drug (AOD) Facilities” means residential facilities that must obtain licenses from DHCS because they provide alcoholism or drug addiction recovery and treatment services pursuant to Health & Saf. Code, § 11834.02 as may be amended from time to time.
- B. “Client” means, for the purposes of this Chapter, individuals and/or families using or occupying any of the special residential uses listed in this Chapter.
- C. “Community Care Residential Facilities” means residential facilities that must obtain licenses from the California Department of Social Services (CDSS) because they provide 24-hour nonmedical care and supervision for adults or children pursuant to Health & Saf. Code, §§ 1502, 1568.01, 1569.2, subds. (o)-(p) as may be amended from time to time.
- D. “DHCS” means the California Department of Health Care Services.
- E. “Group Homes” means housing shared by unrelated persons with disabilities that provide peer and other support for their residents’ disability related needs and in which residents share cooking, dining, and living areas, and may, in some group homes, participate in cooking, housekeeping, and other communal living activities.
 - 1. “Licensed Group Homes” means group homes that provide services that require licenses under state law.
 - 2. Unlicensed Group Homes—group homes that may provide some supportive services for their residents but not services that require licenses under state law
- F. “Recovery Residences or Sober Living Homes” means group homes for persons recovering from alcoholism or drug addiction in which the residents mutually support each other’s recovery and sobriety and that do not require licenses from DHCS because they do not provide alcoholism or drug addiction recovery and treatment services.

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- G. “Residential Care Facilities” means any of the permitted or conditionally permitted uses listed in this Chapter.
- H. “Supportive Housing” means housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving their health status, and maximizing their ability to live and, when possible, work in the community.
- I. “Transitional Housing” means housing with supportive services for up to 24 months that is exclusively designated and targeted for recently homeless persons. Transitional housing includes self-sufficiency development services, with the ultimate goal of moving recently homeless persons to permanent housing as quickly as possible, and limits rents and service fees to an ability-to-pay formula reasonably consistent with the United States Department of Housing and Urban Development’s requirements for subsidized housing for low-income persons. Rents and service fees paid for transitional housing may be reserved, in whole or in part, to assist residents in moving to permanent housing.

17.39.030. Permitted uses.

- A. The following uses are permitted by right in all zones of the City which allow for residential uses by right.
1. Unlicensed Group Homes with six or fewer clients.
 2. Licensed Group Homes six or fewer clients.
 3. Licensed Group Homes with more than six clients in the R1 zone.
 4. Supportive Housing.
 5. Transitional Housing
 6. Community Care Residential Facilities with six or fewer clients.
 7. Recovery Residences or AOD Facilities with six or fewer clients.
 8. Low Barrier Navigation Centers
- B. The uses listed in subsection A. above are subject only to the generally applicable, nondiscriminatory health, safety, and zoning laws that apply to all residences in the City.

17.39.040 Conditionally Permitted Uses

- A. Licensed Group Homes with more than six clients, other than in the R1 zone.
- B. Community Care Residential Facilities with more than six clients.
- C. Recovery Residences and AOD Facilities with more than six clients.

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- D. The uses listed above in subsections A., B., and C. must apply for a land use permit as set forth in Section 17.80.030 of this code.
 - E. The land use permit shall be approved, conditionally approved, or disapproved, subject to all applicable state and federal reasonable accommodation standards, by the planning commission after a public hearing.

17.39.050. Planning Director Approval.

- A. Prior to commencing operations, the operator of any use listed in this Chapter must obtain the approval of the Planning Director, except the uses listed in 17.39.040 shall require the approval of the Planning Commission.
- B. The names of all persons and entities with an ownership or leasehold interest in the facility, or who will participate in the operation of the facility, shall be disclosed in writing to the City, and the persons and entities shall not have a demonstrated pattern or practice of operating similar facilities in or out of the City in violation of State or local law.
- C. The operator of the facility shall provide a list of the addresses of all similar facilities in the State owned or operated by the operator within the past five years and shall certify under penalty of perjury that none of the facilities has been found by State or local authorities to be operating in violation of State or local law. All information submitted shall be subject to verification by the Director.
- D. In addition to the land use permit application required by this Title 17, the operator shall submit to the City for review a management and operating plan and rules of conduct.

17.39.060. Low Barrier Navigation Centers. A low-barrier navigation center shall be permitted by-right in areas zoned to permit permanent residential uses, including within mixed-use and nonresidential zones permitting residential uses, if it meets the following requirements:

- A. **Connected Services.** It offers services to connect people to permanent housing through a services plan that identifies services staffing.
- B. **Coordinated Entry System.** It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. "Coordinated entry system" means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.
- C. **Code Compliant.** It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.
- D. **Homeless Management Information System.** It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System, as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

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- E. Use by-right has the meaning defined in subdivision (i) of Section 65583.2 of the California Government Code. Division 13 (commencing with Section 21000) of the California Public Resources Code shall not apply to actions taken by a public agency to lease, convey, or encumber land owned by a public agency, or to facilitate the lease, conveyance, or encumbrance of land owned by a public agency, or to provide financial assistance to, or otherwise approve, a low-barrier navigation center constructed or allowed by this section.

17.39.060. Residential Facility Standards.

- A. This section provides standards for residential care facilities granted a conditional use permit in compliance with Section 17.39.040.
- B. Smoking in Outdoor Areas. Staff, clients, guests, or any other users of a residential care facility shall not smoke in an area from which the secondhand smoke may be detected on any parcel other than the parcel upon which the facility is located.
- C. Management and Operation.
1. The property shall be operated in compliance with applicable State, Federal, and local law and in conformance with the management and operating plan and rules of conduct submitted as part of the application for a conditional use permit or as identified in the conditions of approval for a conditional use permit.
 2. Each management and operation plan shall provide a phone number by which the operator may be contacted at all times.
 3. If applicable, the permittee shall comply with the business license provisions of Title 5 (Business Licenses and Regulations).
- D. Standards for Residential Care Facilities. In order to ensure that residential care facilities are operating in a manner that is consistent with State and Federal law and established industry standards and to ensure that operators do not have a pattern or practice of operating similar facilities in violation of State, Federal, or local law, the standards listed below shall apply:
1. If the facility is not licensed by the State of California, owners, managers, operators, and residents shall not:
 - a. Provide any services on site if the provision of the service requires licensure of the facility under California law; or
 - b. Provide any services to persons not residing on site.
 2. If the facility is required to be licensed by the State of California, owners, managers, operators, and residents shall not:
 - a. Provide any services other than those that the facility is authorized and licensed to provide by the State of California; or
 - b. Provide any services to persons not residing on site.

CHAPTER 17.81 - APPEALS

§ 17.81.010 Purpose.

This Chapter provides procedures for:

- A. The Council's review of a decision rendered by the Commission;
- B. The Commission's review of a decision rendered by the Director;
- C. The simultaneous request for an appeal by the Council and Commission;
- D. The filing of an appeal, by other than the Council or Commission, of a decision rendered by the Director or Commission.

§ 17.81.020. Commission Review.

A member of the Commission may request the opportunity to discuss any decision previously rendered by the Director; however, a majority vote of the Commission is required to initiate an appeal of the decision. Once the vote to initiate an appeal is passed by a majority, the matter shall be scheduled for hearing.

§ 17.81.030. Council Review.

A member of the Council may initiate an appeal of any decision previously rendered by the Director or Commission; once an appeal is initiated, the matter shall be scheduled for hearing. The decision of the Council on the appeal shall be final and shall become effective upon adoption of the resolution by the Council.

§ 17.81.040. Appeal by the Council and Commission.

If members of the Commission and Council file an appeal from the same decision, the matter shall be scheduled for Council determination. The Council shall determine whether the appeal shall be considered, and if so, by which review authority. Once the Council determines that the appeal should be heard, the appeal shall be scheduled for hearing by the review authority designated by the Council.

§ 17.81.050. Appeals of Decisions.

An appeal filed by other than the Council or Commission shall be heard by the following review authorities:

- A. *Director Appeals.* A decision rendered by the Director may be appealed to the Commission.
- B. *Commission Appeals.* A decision rendered by the Commission may be appealed to the Council.

§ 17.81.060. Filing and Processing of Appeals.

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- A. *Timing and Form of Appeal.* Appeals shall be submitted in writing and filed with the Department or City Clerk, as applicable, within 10 days after the decision date identified in the notice of decision. Appeals addressed to the Commission shall be filed with the department, while appeals addressed to the Council shall be filed with the City Clerk. The appeal shall specifically state the pertinent facts of the case and the basis for the appeal, as required by subsection D. Appeals shall be accompanied by the filing fee established by the most current City Council Fee Resolution.
- B. *The Number of Days Shall be Construed as Calendar Days.* Time limits will extend to the following City Hall working day where the last of the specified number of days falls on a weekend, holiday, or other day when City Hall is officially closed.
- C. *Report and Scheduling of Hearing.* When an appeal has been filed, the Director shall prepare a report on the matter and schedule the matter for consideration by the appropriate review authority.
- D. *Required Statement and Evidence*
1. Applications for appeals shall include a general statement specifying the basis for the appeal and the specific aspect of the decision being appealed.
 2. Appeals shall be based upon an error in fact, dispute of findings, or inadequacy of conditions to mitigate potential impacts.
 3. Appeals shall be accompanied by supporting evidence substantiating the basis for the appeal.
- E. *Action.* At the hearing, the review authority will consider the decision de novo, and may consider any issue involving the matter that is the subject of the appeal, in addition to the specific grounds for the appeal.
1. By resolution, the review authority may affirm, affirm in part, or reverse the action, determination, or decision that is the subject of the appeal.
 2. When reviewing an appeal, the review authority may amend or adopt additional conditions of approval that may address other issues or concerns than the subject of the appeal.
 3. When reviewing an appeal, the review authority may disapprove the land use entitlement approved by the previous review authority, even though the appellant only requested a modification or elimination of one or more conditions of approval.
 4. If new or different evidence is presented on appeal, the Commission or Council may, but shall not be required to, refer the matter back to the Director or Commission for further consideration.

§ 17.81.070. Notice for Appeal Hearings.

- A. Appeal of Director or Commission Decision. Where an appeal of a decision made following a noticed public hearing is filed and a hearing on the merits of the appeal is placed on the Commission or Council agenda, a public hearing notice shall be given. An appeal of a Director or Commission action that was not subject to a statutorily required public hearing notice does not require public hearing notice when the matter is placed on the Council agenda.
- B. Appeal of Director's Decision. Notice of the appeal shall be mailed to all persons who previously received notice of the Director's or Commission's decision at least 10 days before the scheduled public hearing or review.

§ 17.81.080. Notice of Final Decision by Commission.

Within 10 working days after the final decision is rendered by the Commission or City Council, a notice of the decision and any applicable conditions of approval shall be mailed to the appellant at the address shown on the application.

§ 17.81.090. Pending Appeal.

While an appeal is pending, the establishment of any affected use or structure shall be held in abeyance and all permits and licenses issued for the use or structure shall be stayed.

17.08.040. - ~~Boardinghouse.~~ Group Home

~~Boardinghouse is a dwelling other than a hotel, where lodging and/or meals for three or more persons is provided for compensation.~~

Group Home means housing shared by unrelated persons with disabilities that provide peer and other support for their residents' disability related needs and in which residents share cooking, dining, and living areas, and may, in some group homes, participate in cooking, housekeeping, and other communal living activities.

17.08.115. - Emergency shelter

Emergency shelter, as provided in Health and Safety Code § 50801, means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. ~~The term "emergency shelter" specifically does not include:~~

- ~~A. Residential care facilities for the elderly as defined in Health and Safety Code § 1569.2;~~
- ~~B. Residential care facilities as defined in Health and Safety Code § 1568.01;~~
- ~~C. Community care facility as defined in Health and Safety Code § 1502;~~
- ~~D. Residential hotels as defined in Health and Safety Code § 50519;~~
- ~~E. Residential living unit as defined in Health and Safety Code § 1771;~~
- ~~F. Group homes as defined in Welfare and Institutions Code § 11400, or other similar facilities.~~

17.08.116. - Supportive housing

~~Supportive housing means permanent rental housing linked to a range of support services designed to enable residents to maintain stable housing and lead fuller lives and typically linked to on-site or off-site services that support residents in maintaining the housing, improving their health and maximizing their ability to live independently and, when possible, to work within the community.~~

Supportive Housing means housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving their health status, and maximizing their ability to live and, when possible, work in the community.

17.08.117. - Transitional housing

~~Transitional housing means a type of supportive housing used to facilitate the movement of homeless individuals and families to permanent housing. housing with supportive services for up to 24 months that is exclusively designated and targeted for recently homeless persons. Transitional housing includes self-sufficiency development services, with the ultimate goal of moving recently homeless persons to permanent~~

housing as quickly as possible, and limits rents and service fees to an ability-to-pay formula reasonably consistent with the United States Department of Housing and Urban Development's requirements for subsidized housing for low-income persons. Rents and service fees paid for transitional housing may be reserved, in whole or in part, to assist residents in moving to permanent housing.

17.08.120. - Dwelling, ~~single-family~~ Unit

~~Dwelling, single-family, means a building designed for or used to house not more than one family, including all necessary employees of such family.~~

A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

17.80.120. Expiration of ~~land use entitlement~~, permit or variance.

- A. A ~~land use entitlement~~, use permit or variance issued under the authority of this Zoning Code shall terminate, all rights granted thereunder shall lapse, the same shall become null and void and the property affected thereby shall be subject to all of the laws, ordinances, regulations and legal requirements in effect on the date of such termination when there is a failure to exercise the rights granted in the land use entitlement, use permit or variance within one year of the later of the following:
 - 1. The date of the initial approval of the land use entitlement, use permit or variance; or
 - 2. The date of the approval of the last extension of such land use entitlement, use permit or variance.
- B. Notwithstanding the foregoing, all land use entitlements, use permits and variances shall terminate upon the failure to exercise rights granted thereunder no later than two years from the date of initial approval of the land use entitlement, use permit or variance.
- C. The planning commission, after due application, notice and hearing, may grant one or more extensions of the effective period of any land use entitlement, use permit or variance to any date on or before two years from the date of the initial approval thereof, but shall not have the power to extend such period beyond two years from the date of such initial approval.
- D. All applications for extensions of land use entitlements, use permits and variances shall be in writing and filed with the city administrator not less than 45 days before the date such use permit or variance shall otherwise expire. If such application is filed later than such date, the planning commission shall not have the power to grant an extension thereof.
- E. Nothing herein shall prohibit the approval of a new land use entitlement, use permit or variance at any time, after due application, notice and hearing.

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- F. “To exercise the rights granted in the land use entitlement, use permit or variance” means the applicant granted the land use entitlement, use permit or variance substantially commenced the approved activity or has actually commenced the allowed use on the site in compliance with the conditions of approval.
- G. “Failure to exercise the rights granted in the land use entitlement, use permit or variance” means the applicant granted the use permit or variance has failed to do any one of the following:
1. Commence construction of the improvements or structures authorized by the permit.
 2. Apply for all necessary permits and approvals from other agencies having jurisdiction over the project which is the subject of the permit or variance.
 3. Submit building or improvement plans required by the City Municipal Code or other regulatory agencies for the project which is the subject of the permit or variance.
 4. Resubmit building or improvement plans required by the City Municipal Code or other regulatory agencies for the project which is the subject of the permit or variance after receiving initial comments back from the City or other regulatory agencies that substantially comply with the plan check comments previously received.

STATE OF CALIFORNIA }
COUNTY OF INYO }
CITY OF BISHOP }

I, Robin Picken, City Clerk for the City of Bishop, do hereby certify that the whole number of members of the Planning Commission of said City of Bishop is five (5); that the foregoing Resolution No. PC 2026-01 was duly passed and adopted by said Planning Commission; approved and signed by the Planning Commission Chair of said City; and attested by the Planning Director of said City, all at a regular meeting of said Planning Commission, held on February 24, 2026, and that the same was so passed and adopted by the following roll call vote.

AYES: Bhakta, Lew, Fuchs, Stroud, Leitch

ABSENT: None

NOES: None

DISQUALIFIED: None

WITNESS, my hand and the seal of the City of Bishop this 25th day of February 2026.



Robin Picken, City Clerk
CITY OF BISHOP





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

NOTICE IS HEREBY GIVEN that Bishop City Council will conduct a public hearing and first reading of an ordinance regarding amendments to the Bishop Municipal Code Title 17 - Zoning. The hearing will be held on **Monday, April 13, 2026, at 6:00 p.m.** in the City Council Chambers, located at **301 West Line Street, Bishop, California.**

Proposed Amendments

1. Zoning Code Text Amendments (To comply with Housing Element action items and State law)

- Amending **Chapter 17.08 – Definitions** to revise various definitions
- Amending **Chapter 17.38 – ES Emergency Shelter Combining District**
- Adding new **Chapter 17.39 – Residential Care Facilities**

2. Additional Zoning Amendments

- Repealing **Section 17.80.110 (Appeal procedure) of Chapter 17.80** and adding **Chapter 17.81 - Appeals** to Title 17 (Zoning) of the City of Bishop Code of Ordinances
- Amending **Chapter 17.80, Section 17.80.120 (Expiration of Permit or Variance)**

California Environmental Quality Act (CEQA):

The City Council will consider recommending an exemption from the California Environmental Quality Act (CEQA) pursuant to title 14, section 15378 (b)(5) of the California Code of Regulations.

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: Written comments may be submitted electronically at http://bishop-ca.granicus.com/ViewPublisher.php?view_id=8 by using "eComment" feature. eComments close 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 before 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 possible time. Please note that written public comments received will not be read aloud at the meeting.

Pursuant to Government Code Section 65009(b), if this matter is challenged in court, the challenge may be limited to issues raised at the public hearing or in written correspondence delivered to the City of Bishop at or before the public hearing.

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.

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].

Published in the Inyo Register on March 21, 2026



Agenda Item: 11.A
Date of Meeting: April 13, 2026
Department: Finance

STAFF REPORT

To: City Council
From: Ethan Aukee
Subject: **Resolution Establishing a Utility Rate Assistance Program**
Prepared On: April 6, 2026
Attachments: Resolution Establishing a Utility Rate Assistance Program

Background/History:

The City of Bishop provides water and sewer services through enterprise funds that are required to operate on a cost-of-service basis. While utility rates have remained relatively stable in recent years, the City is evaluating and anticipating future rate adjustments necessary to support ongoing system operations, maintenance, and capital improvements.

As part of this forward-looking effort, the City Council has identified the importance of establishing a structured utility rate assistance program in advance of potential rate changes to help mitigate impacts on qualifying households.

Historically, the City has maintained a limited utility rate reduction program focused primarily on senior customers. While this program provided targeted relief, it was not structured around income-based eligibility and did not include a formalized framework for administration, funding, or annual program review.

To address these limitations, the City Council initiated updates to Title 13 of the Bishop Municipal Code to authorize a broader utility rate assistance program. The updated ordinance establishes the authority for such a program while delegating eligibility criteria and program details to be set by resolution of the City Council.

The proposed resolution implements this framework by establishing an income-based assistance program that relies on participation in existing state and federal assistance programs for eligibility verification. This approach simplifies administration, ensures consistent and objective qualification standards, and expands access to assistance for qualifying residents while maintaining compliance with applicable legal requirements governing enterprise fund operations.

Analysis/Discussion:

The proposed Utility Rate Assistance Program is designed to provide targeted financial relief

to qualifying residential customers while maintaining compliance with legal and financial requirements governing the City's water and sewer enterprise funds.

The program establishes a 25% reduction to monthly water and sewer service charges for eligible accounts. Assistance is limited to 130 single-family residential accounts and 15 multi-family residential accounts, and participation is subject to available funding. This structure allows the City to provide meaningful assistance while maintaining control over total program costs.

Eligibility is based on participation in established income-qualified assistance programs, as approved by the City Administrator or Finance Director. By relying on third-party verification rather than requiring the City to independently assess income, the program minimizes administrative burden and ensures consistent, objective eligibility determinations.

The program is funded through non-rate revenues, including potential General Fund transfers or external funding sources. This approach is critical to maintaining compliance with Article XIII D of the California Constitution (Proposition 218), which requires that utility rates be based on the cost of providing service and not used to subsidize unrelated costs. The program does not alter adopted rate structures and does not utilize utility rate revenues unless specifically authorized through a future rate study and Council action.

Program participation is limited through a defined capacity model and administered on a first-come, first-served basis, with the option to maintain a waitlist. This approach provides a clear and manageable method for controlling program enrollment without requiring ongoing financial recalculation throughout the year. Eligibility is granted for a period not to exceed twelve (12) months, after which re-verification is required. This ensures that assistance remains targeted to qualifying households and allows for periodic program turnover.

The City currently maintains a limited senior utility rate reduction program. To ensure a smooth transition and avoid disruption to existing participants, current accounts receiving assistance under the senior program will be automatically enrolled in the new program for the initial program year, subject to the overall program capacity limits. These accounts will be required to meet the new program eligibility criteria upon annual re-certification.

The resolution provides broad administrative authority to the City Administrator or Finance Director to implement and manage the program, including establishing application procedures, verification requirements, and program oversight. This allows staff to adapt operational details as needed without requiring further Council action, while maintaining overall policy control at the Council level.

Overall, the proposed program establishes a clear, scalable, and administratively efficient framework that aligns with the City's financial policies and legal obligations, while proactively addressing potential affordability concerns associated with future utility rate adjustments.

Impacts to Council Goals and Strategic Planning Priorities:

The proposed Utility Rate Assistance Program supports the City Council's goals of maintaining fiscal sustainability and ensuring equitable access to essential public services. The program promotes community well-being by improving affordability of water and sewer services for qualifying residents, while preserving the financial integrity of the City's enterprise funds through controlled program limits and non-rate funding sources.

Budget Impacts:

The Utility Rate Assistance Program will be funded through non-rate revenues, including potential General Fund transfers or external funding sources, as approved by the City Council. The program does not utilize water or sewer rate revenues and does not impact adopted utility rate structures.

Program costs are controlled through established participation limits of 130 single-family residential accounts and 15 multi-family residential accounts. The total annual cost will vary based on participation levels but is capped through these limits and subject to available funding.

Funding for the program will be considered as part of the annual budget process, and the program will be reviewed annually to evaluate participation, costs, and funding availability.

A preliminary estimate places the cost of the program at approximately \$57,500 for fiscal year 2026-27.

Legal Review:

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

Recommended Action:

Adopt a Resolution establishing a Water and Sewer Utility Rate Assistance Program, including program eligibility, benefit structure, and participation limits, effective July 1, 2026.

Approved By: Ethan Aukee 4/6/2026

Approved By: Robin Picken 4/6/2026

Approved By: Dean Pucci 4/7/2026

Approved By: Pam Foster 4/8/2026

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, ESTABLISHING A WATER AND SEWER UTILITY RATE ASSISTANCE PROGRAM AND SETTING ELIGIBILITY, BENEFITS, AND PROGRAM LIMITS

WHEREAS, the City of Bishop operates water and sewer utilities as enterprise funds to provide essential public health and safety services; and

WHEREAS, the City Council has adopted amendments to Title 13 of the Bishop Municipal Code authorizing a utility rate assistance program for qualifying residential customers; and

WHEREAS, the City Council desires to establish a clear, equitable, and administratively efficient framework for providing limited financial assistance to qualifying households while maintaining compliance with applicable law, including Article XIII D of the California Constitution (Proposition 218); and

WHEREAS, the City Council finds that reliance on participation in established income-qualified assistance programs provides an efficient and verifiable method of determining eligibility without requiring independent income verification by the City; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bishop as follows:

Section 1. Program Established

The City hereby establishes a Water and Sewer Utility Rate Assistance Program ("Program") for eligible residential utility customers.

Section 2. Eligibility

Eligibility for the Program shall be limited to residential utility customers who demonstrate enrollment in one or more income-qualified assistance programs approved by the City Administrator or Finance Director, or their designee.

The City Administrator or Finance Director, or designee, is authorized to establish procedures for verification of eligibility.

Section 3. Benefit Structure

Eligible customers shall receive a twenty-five percent (25%) reduction applied to the customer's monthly water service charge and monthly sewer service charge.

The reduction shall apply only to recurring service charges and shall not apply to penalties, late fees, reconnection charges, deposits, or other non-recurring charges. All bill calculations, including any applicable penalties, shall be based on charges after application of the Program discount.

Section 4. Program Capacity and Limits

Participation in the Program shall be limited as follows, subject to available funding:

- Single-Family Residential Accounts: Maximum of 130 accounts
- Multi-Family Residential Accounts: Maximum of 15 accounts

Participation shall be granted on a first-come, first-served basis.

The City may maintain a waitlist of eligible applicants once program capacity has been reached.

Section 5. Term of Eligibility

Eligibility for the Program shall be granted for a period not to exceed twelve (12) months. Continued participation shall require re-verification of eligibility in accordance with administrative procedures established by the City.

Section 6. Funding Source

The Program shall be funded through sources approved by the City Council, including transfers from the General Fund, grants, or other legally available non-rate revenues.

Utility rate revenues shall not be used to fund the Program unless specifically authorized through a duly adopted rate structure in compliance with applicable law.

Section 7. Administration

The City Administrator or Finance Director, or their designee, is authorized to administer the Program and to adopt such rules, procedures, and forms as necessary to implement this Resolution.

This includes, but is not limited to, establishing application procedures, verification requirements, waitlist management, and program oversight.

Section 8. Revocation of Assistance

The City may suspend or terminate assistance for any eligible account which is determined to be ineligible or has provided false or misleading information.

Section 9. No Vested Rights

Participation in the Program does not create a vested right to continued assistance. Assistance is subject to available funding, continued eligibility, and compliance with program requirements.

Section 10. Annual Review

The Program shall be reviewed annually by the City Council as part of the budget process, including participation levels, program costs, and funding sources. The City Council may modify, suspend, or terminate the Program at any time by resolution.

Section 11. Effective Date

This Resolution shall become effective July 1, 2026.

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

Stephen Muchovej, Mayor

ATTEST: _____
Robin Picken, City Clerk