CITY OF BISHOP

CITY COUNCIL MEETING AGENDA

City Council Chambers - 301 West Line Street - Bishop, California
MONDAY, APRIL 27, 2026 - 6:00 PM

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

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

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

Public comments may be made:

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

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

1. **CALL TO ORDER** - 6:00 p.m. Monday, April 27, 2026

2. **MOMENT OF SILENCE**

3. **PLEDGE OF ALLEGIANCE** - Councilmember Garcia 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. **PROCLAMATIONS**

A. **Proclamation - Declaring April 2026 as Child Abuse Prevention Month in the City of Bishop - Requested by Wild Iris Family Counseling and Crisis Center and CASA of the Eastern Sierra Executive Director Dominic Hays, MSW.**
Recommended Action: Council will read and present the proclamation declaring April 2026 as Child Abuse Prevention Month in the City of Bishop to Wild Iris.
Proclamation - Child Abuse Prevention Month - April 2026

B. **Proclamation - Declaring April 2026 as Sexual Assault Awareness Month in the City of Bishop - Requested by Wild Iris Family Counseling and Crisis Center and CASA of the Eastern Sierra Executive Director Dominic Hays, MSW.**
Recommended Action: Council will read and present the proclamation declaring April 2026 as Sexual Assault Awareness Month in the City of Bishop to Wild Iris.
Proclamation - Sexual Assault Awareness Month - April 2026

7. **PRESENTATIONS**

A. **Legislative Update Presentation from Senator Marie Alvarado-Gil's Office - Presented by Valerie Spake**

B. **Eastern Sierra Business Resource Center Presentation** - Presented by Eastern Sierra Business Resource Center Director Meryl Picard.
Eastern Sierra Business Resource Center - 2025 Impact Statement

C. **New City Logo Presentation**
Recommended Action: Allow staff to unveil the creation and adoption of a new City of Bishop logo, developed to reflect the City's identity, character, and sense of place.

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

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

9. BISHOP AREA CHAMBER OF COMMERCE & INFORMATION CENTER UPDATE

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

A. **Bishop Area Chamber of Commerce and Information Center Update Report - April 27, 2026**

BACCIC Report - April 27, 2026

10. EASTERN SIERRA TRI-COUNTY FAIRGROUNDS QUARTERLY UPDATE REPORT

Prepared and presented by Interim Fairgrounds Manager Mike Francesconi.

11. 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. **Approval to Authorize the Purchase of a Toyota Tacoma for Sunrise Mobile Home Park and Related Budget Carryforward if Needed**

Recommended Action: Approve the purchase of one Toyota Tacoma for Sunrise Mobile Home Park from Perry Motors in an amount not to exceed $38,000, and authorize any necessary budget carryforward or re-appropriation in a subsequent fiscal year if vehicle delivery occurs after June 30, 2026.

Victorville Chevrolet Quotation
Enterprise Fleet Management Quotation
Perry Motors Quotation
City of Bishop Purchasing Policy

B. **Updated City Clerk Job Description & 2025/2026 Full-time Salary Schedule**

Recommended Action: Approve the updated City Clerk Job Description & 2025/2026 Salary Schedule

FT City Clerk Job Description
2025-2026 Full Time Salary Schedule

C. **Second Reading and Adoption of an Ordinance Adding a New Chapter 17.39 – Residential Care Facilities to Title 17- Zoning**

Recommended Action: City Council consideration to approve the second reading and adoption of an ordinance related to residential care facilities (by title only) with the recommended staff changes revising Section **17.39.030. Permitted** uses and **17.39.040 Conditionally Permitted Uses**.

NEW_CHAPTER 17.39. RESIDENTIAL CARE FACILITIES
PC Resolution No. 2026-01 Title 17 Amendments
Public Hearing Notice

D. **Second Reading and Adoption of an Ordinance Amending Chapter 17.38 ES Emergency Shelter Combining District**

Recommended Action: City Council consideration to approve the second reading and adoption 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

E. **Second Reading and Adoption of an Ordinance Amending Chapter 17.08 to**

Revise Various Definitions and Amending Section 17.80.120, Expiration of Permit or Variance

Recommended Action: City Council consideration to approve the second reading and adoption 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

F. **Planning Commission - Cancellation Notice**

Planning Commission Meeting Cancellation Notice 4 28 2026

12. PUBLIC HEARING AND ACTION

A. **Public Hearing and Adoption of a Resolution Amending and Restating Certain Fees and Charges for Fiscal Year 2026-2027 City Services**

Recommended Action: Council will hold a public hearing to hear and consider public input on amending and restating certain fees and charges for Fiscal Year 2026-2027 City services.

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

Notice of Public Hearing
Fire Department Staff Memorandum - Proposed FY 26-27 Public Safety Fees and Charges
Resolution - Fiscal Year 2026-2027 Fees and Charges

13. NEW BUSINESS

A. **Flock Presentation**

Recommended Action: Council to receive a presentation on Automated License Plate Reader (ALPR) technology.

Flock Public Meeting - Power Point Presentation
Flock Sharing
Schmidt vs Norfolk

B. **Award Construction Bid for the Bishop Park Courts Resurfacing Project**

Recommended Action:

- Award the Bishop Park Courts Resurfacing Project to CH Court Tech Inc. in the amount of $98,430.00
- Authorize the construction contract with CH Court Tech Inc.
- Authorize a not-to-exceed amount of $98,430.00 including 10% contingency
- Increase Parks budget 001-031-52027 by $8,430.00

Bishop Park Courts Resurfacing Project 2.1 (002) .2.pdf
Court resurfacing bid analysis 2.25

14. FUTURE AGENDA ITEMS

15. COUNCIL AND COMMITTEE REPORTS

16. ADJOURNMENT

Tuesday, April 28, 2026 at 12:00 p.m. Special Meeting in the Bishop Paiute Justice Center/Tribal Council Chambers located at 50 Tu Su Lane, Bishop, CA

CITY OF

Bishop

Proclamation

CHILD ABUSE PREVENTION MONTH – APRIL 2026

WHEREAS, children are vital to our community's future success and quality of life as well as being our most vulnerable assets; and

WHEREAS, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development; and

WHEREAS, child abuse and neglect are a community responsibility affecting both the current and future quality of life of a community; and

WHEREAS, communities that provide parents with the social support, knowledge of parenting and child development, and concrete resources they need to cope with stress and nurture their children, ensure all children grow to their full potential; and

WHEREAS, child abuse and neglect can be reduced in the City of Bishop by making sure each family has the support they need in raising their children in a safe, nurturing environment; and

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community; and

WHEREAS, Wild Iris and CASA of the Eastern Sierra have set an important example of how forging collaborative relationships among service agencies and organizations serves to improve the quality of service for those profoundly and directly affected by child abuse, thus providing a model for how the rest of the community might work together to speak out and find solutions to end child abuse; and

WHEREAS, Wild Iris and CASA of the Eastern Sierra request public support and assistance as it continues their effort to bring real hope for ending child abuse in the City of Bishop and creating a future where all children can live free from abuse; and

NOW THEREFORE, in recognition of the important work done by Wild Iris, CASA of the Eastern Sierra, and all victims' service providers, let it be resolved that the Bishop City Council proclaims April 2026 as Child Abuse Prevention Month.

IN WITNESS WHEREOF, I, Stephen Muchovej, Mayor of the City of Bishop, California, have hereunto set my hand and caused the seal of the City of Bishop to be affixed this 27th day of April, 2026.

STEPHEN MUCHOVEJ, MAYOR

CITY OF

Bishop

Proclamation

SEXUAL ASSAULT AWARENESS MONTH – APRIL 2026

WHEREAS, rape, sexual assault and sexual harassment harm our community, and statistics show that 1 in 4 women and 1 in 6 men experience sexual assault during their lifetime; and

WHEREAS, survivors should have help to find the compassion, comfort, and healing they need, and sexual abusers should be punished to the full extent of the law; and

WHEREAS, survivors of violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so that they can heal from the abuse; and

WHEREAS, it is important to recognize the compassion and dedication of the individuals who provide services to victims of sexual assault and work to increase public understanding of this significant problem; and

WHEREAS, we must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions; and

WHEREAS, prevention is possible through education, awareness, and community involvement; and

WHEREAS, it is time for all residents of the City of Bishop to take action to create a safer environment for all and make ending sexual assault a priority; and

WHEREAS, Wild Iris requests all residents of the City of Bishop pledge to join advocates and communities across the country in taking action to prevent sexual violence; and

NOW THEREFORE, in recognition of the important work done by Wild Iris and all victims' service providers, let it be resolved that the Bishop City Council proclaims April 2026 as Sexual Assault Awareness Month.

IN WITNESS WHEREOF, I, Stephen Muchovej, Mayor of the City of Bishop, California, have hereunto set my hand and caused the seal of the City of Bishop to be affixed this 27th day of April, 2026.

STEPHEN MUCHOVEJ, MAYOR



EASTERN SIERRA
Business Resource Center



Introduction

2025 has been a transformative year for the Eastern Sierra Business Resource Center (BRC). Through our commitment to supporting local entrepreneurs, small business owners, and community partners, we have expanded our reach, strengthened collaborations, and continued to foster sustainable economic growth throughout Inyo and Mono Counties.

A program of:

SIERRA BUSINESS COUNCIL

In partnership with:

INYO COUNTY

Eastern Sierra Council of Governments

AMERICA'S SBDC CALIFORNIA
CENTRAL CA NETWORK

CALIFORNIA JOBS FIRST
Sierra Region

In just one year, we have:

Assisted 75 unique businesses and entrepreneurs

BRC staff and contractors provided direct one-on-one support, technical assistance, and business consultations that helped business owners start, grow, and sustain their operations.

Hosted 26 workshops

Our in person events and classes covered a wide range of topics, such as financial planning, marketing, business planning, leadership development, and access to capital.

Helped launch 2 new businesses

The BRC played a key role in guiding new ventures from concept to launch through tailored advising, access to resources, and peer mentorship.

Leveraged 26 new partnerships

We expanded our regional network by forming new collaborations with local agencies, chambers of commerce, educational institutions, and nonprofit organizations. These partnerships have enhanced our capacity to deliver joint programs, referrals, and shared resources.







2025 Program Highlights







Leadership Development:
Launched the Elevate Your Leadership Potential program, a 5-month training series engaging 27 participants from diverse industries to build capacity and collaboration among emerging community leaders.

Workshops and Events:
Delivered sessions such as Thriving Together: CRA & Access to Capital, Financial Planning 101: Building Your Financial Home, and Community Economic Development Series in partnership with UC Cooperative Extension.

Women in Business Initiatives:
Hosted Matriarch Mixer and Women's Business Brunch to empower local women entrepreneurs through networking, storytelling, and shared learning.

Community Job Creation:
Supported local employers such as Marshalls (Bishop) and Limelight Hotel (Mammoth) by facilitating recruiting events and connecting local talent to job opportunities.

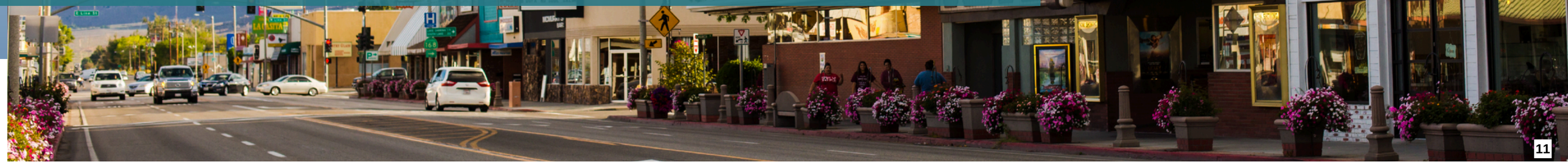
Collaborative Economic Development:
Hosted regional meetings including the CA State Association of Counties Board Meeting and participated in Sierra Jobs First Governing Council to align regional economic strategies.

Community Partnerships

The BRC has built alliances with partners such as:

- Bishop & Mammoth Lakes Chambers of Commerce
- Sierra Business Council
- UC Cooperative Extension
- AltaOne Federal Credit Union
- California State Association of Counties
- Eastern Sierra Council of Governments
- Mammoth Lakes Tourism
- Local Tribal Governments and Enterprises

These relationships enable us to amplify our impact and leverage collective expertise to support local economic resilience.



By the Numbers

75
Businesses/ Entrepreneurs Served

26
Workshops Delivered

2
New Businesses Launched

26
New Partnerships Formed

27
Participants in Leadership Program

18
Average Workshop Attendance

2
Counties Served (Inyo & Mono)







The Eastern Sierra Business Resource Center remains committed to empowering the people who make our region thrive — our small business owners, entrepreneurs, and community leaders. With gratitude for our partners and supporters, we look forward to another year of collaboration, growth, and innovation.

Looking Ahead: 2026 Goals

- Expand BRC services to underserved communities across the Eastern Sierra.
- Increase bilingual business advising and outreach.
- Grow our digital learning and virtual advising platform.
- Support five new business launches and deepen entrepreneurial pipelines.
- Continue hosting signature events such as Matriarch Mixer and Empower Hour series.
- Plan a high school pitch camp to support emerging entrepreneurs.



What People Are Saying



“Facility and staff is amazing. Excited to have some local resources.“

“The staff was awesome and the facility was very bright and open.”

“Awesome building, super excited for more opportunities and offerings related to non-profits.”



“This was one of the best events I’ve ever been to. Met so many incredible women leaders.”

“I loved getting to know everybody. I thought this was truly an amazing event. Thank you so much for putting this on!”



“Great way to connect and meet other badass businesswomen.”

“Great experience! Very community-oriented and effective.”

“We’d love to partner/support future events!”

Contact Us: Meryl Picard, BRC Director | mpicard@sierrabusiness.org | 530) 562-4975

Agenda Item: 7.C
Date of Meeting: April 27, 2026
Department: Administration

STAFF REPORT

To: City Council

From: Pam Foster

Subject: **New City Logo Presentation**

Prepared On: April 22, 2026

Background/History:

The City engaged SharpEnd Designs, a local graphic design firm owned and operated by Keri Davis, to lead the development of a new logo. SharpEnd Designs is known for its collaborative and creative design process, emphasizing research, exploration of visual identity, and iterative refinement to produce designs that reflect a client's vision and message.

Their approach includes evaluating industry trends, developing multiple design concepts, and working closely with clients to refine and finalize a visual identity that is both meaningful and functional across various applications.

As part of this effort, the City prioritized working with local creatives to ensure the logo reflects the unique character of the Eastern Sierra region.

The artwork incorporated into the final logo was created by Annie Logan, a local artist recognized for her distinctive, regionally inspired style. Her work often features landscapes and imagery from the Sierra Nevada and surrounding areas, capturing the natural beauty and identity of the region through stylized compositions and bold visual elements.

Ms. Logan has experience in both fine art and commercial design, including commissioned work and collaborations on branding and product design projects.

Analysis/Discussion:

The resulting logo represents a collaboration between professional graphic design and local artistic expression. This partnership supports the City’s goal of highlighting local talent while creating a cohesive and recognizable brand identity.

The new logo is intended for use across City communications, signage, digital platforms, and promotional materials, helping to unify the City’s visual presence moving forward.

Impacts to Council Goals and Strategic Planning Priorities:
Creation of a new logo was a part of the 25-26 Strategic Plan.

Budget Impacts:
The cost of the rolling out the new logo will be included in the FY 26-27 budget.

Legal Review:
N/A

Recommended Action:
Allow staff to unveil the creation and adoption of a new City of Bishop logo, developed to reflect the City's identity, character, and sense of place.

Approved By: Pam Foster 4/22/2026
Approved By:
Approved By:
Approved By:

Bishop Area Chamber of Commerce & Information Center

Report to Bishop City Council for Monday April 27, 2026

Presented by: Tawni Thomson, Executive Director

Relocation Update: Moving of information center supplies, souvenir merchandise, office equipment and files is nearly complete. Will need another week or two to get settled and set-up for reopening. In addition to interior remodeling, we replaced the roof and installed two new HVAC units. We are starting to consider exterior improvements and signage. We have submitted a grant application to the T-Mobile Main Street America program.

Recent Projects & Events:

- 4/11-4/12 - Denver Travel & Adventure Show. Many attendees expressed interest in flying directly to Bishop.
- 4/24 – Trout Opener Media Reception
- Treasure Map updated and reprinted – 25,000 copies printed by Community Printing. Thanks to LADWP for co-sponsorship of this project that emphasizes responsible recreation.

Upcoming Projects & Events:

- 5/17-5/21: US Travel Association IPW Conference in partnership with High Sierra Visitors Council
- 6/7-6/13: CHSRA State Finals Rodeo Championship

New Chamber Members:

- Owen's Valley Apparel
- Jack in the Box
- Local Scoop (June Lake)

Chamber Board Elections:

We have 14 volunteer board members that provide oversight and direction to the organization. 4 terms expire June 30, 2026. If anyone is interested in running for one of the open seats, please reach out. Election will be conducted in May.

Partner Meetings:

- City Council and Bishop Chamber Board Ad Hoc Committee Meeting
- Inyo-Mono Workforce Coalition
- Eastern Sierra Community Foundation Steering Committee
- Bishop City Park Master Plan Workshop
- Wanaaha Hotel General Manager Andres Ramirez
- Golden Mussel Outreach Team

Current Marketing Content:

- Mule Days and other partner events
- Spring activities, wildflowers, fishing, rest and relaxation- "quietcation"
- Flights to Bishop
- Golden Mussel Prevention

Website Calendar of Events:

- April featured over 30 events, and upcoming months are getting filled.
- Reminder to use "event submission" tool to add events to the visitor and community calendars.

Lodging Metrics:

- March occupancy for Bishop hotels was 65.2% (4.32% higher than last year).
- March ADR was $147 (8% higher than last year).
- April occupancy is tracking similar to last year and ADR is slightly higher.

Agenda Item: 11.A
Date of Meeting: April 27, 2026
Department: Community Services

STAFF REPORT

To: City Council

From: Dan McElroy

Subject: **Approval to Authorize the Purchase of a Toyota Tacoma for Sunrise Mobile Home Park and Related Budget Carryforward if Needed**

Prepared On: April 14, 2026

Attachments: Victorville Chevrolet Quotation
Enterprise Fleet Management Quotation
Perry Motors Quotation
City of Bishop Purchasing Policy

Background/History:

Sunrise Mobile Home Park (SMHP) requires a dedicated vehicle to support ongoing operations, including maintenance activities, inspections, and general park management functions. Currently, these activities are performed without a dedicated vehicle, which can delay response times and reduce operational efficiency. Resources are currently pulled from the City Park to support SMHP when needed, purchase of this vehicle will allow both parks to operate more efficiently.

Staff evaluated available vehicle acquisition options and determined that the purchase of a Toyota Tacoma from Perry Motors is an appropriate approach to meet the operational needs of the Park. This option provides the City with a reliable, appropriately sized vehicle suitable for daily use in support of SMHP operations.

Funding for the vehicle purchase is included in the approved budget. However, due to potential vehicle availability and delivery timing, the related appropriation may need to be carried forward or re-appropriated in a subsequent fiscal year if the purchase is not completed before June 30, 2026.

Analysis/Discussion:

Staff obtained three vehicle quotations for consideration, including two dealership quotes and

one quote through Enterprise Fleet Management. The Enterprise quote was not advanced because it is structured as an open-end equity lease and the City intends to purchase the vehicle outright rather than utilize a lease financing structure.

The remaining dealership quotations were reviewed on an estimated out-the-door basis in order to compare the options as directly as possible. Victorville Chevrolet provided a quoted total of $36,547.47, inclusive of vehicle price, discount, rebate, sales tax, document fee, tire tax, and e-plate fee. Perry Motors provided a quotation for a 2026 Toyota Tacoma SR showing a total suggested retail price of $34,039.00, exclusive of taxes, title, license, and dealer fees. Staff has since been advised that Perry Motors expects it can discount the vehicle slightly and provide the truck within an estimated $36,500 to $37,000 out-the-door range. Staff also understands that Perry Motors' out-the-door amount is expected to include registration-related costs, whereas the Victorville quotation does not clearly establish that full registration costs are included. As a result, the two dealership options are generally comparable in total cost, and the Perry Motors option may be more favorable than the face value comparison initially suggests.

Both dealership options reflect appropriately scaled, work-oriented pickup trucks suited for the intended use at Sunrise Mobile Home Park. The vehicles sourced are two-wheel drive, basic work truck configurations rather than larger, higher-cost, or off-road oriented models. These types of vehicles are appropriately sized and optimized for routine park operations, including maintenance activities, inspections, transport of tools and materials, and general response needs, without including unnecessary upgrades or oversized vehicle features.

Section 12.D, Local Preference, of the City's Purchasing Policy provides that bids for goods and services from businesses located in the City of Bishop receive a 5% cost advantage. Based on the Victorville Chevrolet quote of $36,547.47, the 5% local preference threshold is $38,374.84. Because the approved vehicle budget for this purchase is $38,000, staff may recommend award to Perry Motors if the final out-the-door purchase price remains within the approved budget, as that amount would also remain within the allowable local preference range. Under that approach, the City would obtain a vehicle that meets the operational needs of Sunrise Mobile Home Park, remains within budget, and supports a local Bishop business consistent with the City's Purchasing Policy.

Impacts to Council Goals and Strategic Planning Priorities:
This purchase supports the City's strategic priority of maintaining reliable public facilities and services through the provision of appropriate equipment for SMHP operations. It also supports operational efficiency and responsible fiscal management by authorizing the acquisition of a practical, work-oriented vehicle that meets service needs while remaining within the approved budget.

Budget Impacts:
The purchase is included in the FY 2025-26 budget within SMHP capital expense account 012-095-56027. The $50,000 budget within this account includes $38,000 for a vehicle and $12,000 for concrete improvements. If vehicle delivery and final purchase occur prior to June

30, 2026, the expenditure will be recorded in the current fiscal year. If delivery occurs after June 30, 2026, due to vehicle lead time, the appropriation will need to be carried forward or re-appropriated in the subsequent fiscal year to complete the purchase.

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

Recommended Action:
Approve the purchase of one Toyota Tacoma for Sunrise Mobile Home Park from Perry Motors in an amount not to exceed $38,000, and authorize any necessary budget carryforward or re-appropriation in a subsequent fiscal year if vehicle delivery occurs after June 30, 2026.

Approved By: Ethan Aukee 4/14/2026
Approved By: Dean Pucci 4/15/2026
Approved By: Pam Foster 4/21/2026
Approved By:

Quotation

Victorville Chevy Fleet & Commercial

Jimmey Dailey--The Fleet Guy in the Hawaiian Shirt

Date: 04/07/26

Stock # 2615513

To: **Ethan Aukee**
City of Bishop
377 West Line Street
Bishop, Ca 93514
(760) 873-5863 x123

Ship to:

Salesperson	Job	Temp Plate #	Expires on:	Delivery Date	Payment Terms	Due Date
J Dailey		pending	90 days	pending	CoD	

2026 Chevrolet Colroado Crew Cab VIN # 1GCPSBEK2T1204487

Qty	Item #	Description	Unit Price	Discount	Line Total
1.00		List Price	$ 35,735.00		
		discount	(1,055.20)		
1.00		Purchase Price	36,479.80		36,479.80
1.00		Total Rebates*			(3,000.00)
1.00		doc fee			85.00
5.00		CA Tire Tax	1.75		8.75
1.00		E-plate			37.00
1.00		8.75% sales tax			2,936.92
1.00		free Delivery to Bishop			-
	*includes conquest rebate, customer must provide current registration for qualified vehicle				
				Total	$ 36,547.47

Victorville Chevrolet / Cadillac
15425 Dos Palmas Victorville, Ca 92392
Your business IS our business!

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 9903089

Prepared For: City of Bishop
Aukee, Ethan

Date 04/09/2026
AE/AM JDD/AGE

Unit #
Year 2026 **Make** Chevrolet **Model** Colorado
Series WT 4x2 Crew Cab 5 ft. box 131 in. WB
Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 587091

$ 32,936.85		Capitalized Price of Vehicle[1]
$0.00	*	Sales Tax 0.0000% **State** CA
$ 492.68	*	Initial License Fee
$ 0.00		Registration Fee
$ 360.00		Other: (See Page 2)
$ 33,295.19	*	Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$2,957.08	*	Taxes
$ 1.66		Total Capitalized Amount (Delivered Price)
$ 0.02		Depreciation Reserve @ 1.5000%
$ 27.47		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 27.49		**Total Monthly Rental Excluding Additional Services**

Additional Fleet Management

	Master Policy Enrollment Fees		
$ 0.00	Commercial Automobile Liability Enrollment		
	Liability Limit $0.00		
$ 0.00	Physical Damage Management	Comp/Coll Deductible	0 / 0
$ 0.00	Full Maintenance Program [3] Contract Miles 0	OverMileage Charge	$ 0.0720 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0	Loaner Vehicle Not Included
$ 0.00	**Additional Services SubTotal**		
$ 2.40	Tax 8.7500% **State** CA		
$ 29.89	**Total Monthly Rental Including Additional Services**		
$ 0.46	Reduced Book Value at 60 Months		
$ 400.00	Service Charge Due at Lease Termination		

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Summit White
Interior Color	Jet Black w/Cloth Seat Trim
Lic. Plate Type	Exempt
GVWR	0

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE City of Bishop

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 60.00
Courtesy Delivery Fee	C	$ 300.00
Total Other Charges Billed		$ 0.00
Total Other Charges Capitalized		$ 360.00
Other Charges Total		$ 360.00

Open-End (Equity) Lease Rate Quote

Quote No: 9903089

VEHICLE INFORMATION:

2026 Chevrolet Colorado WT 4x2 Crew Cab 5 ft. box 131 in. WB - US

Series ID: 14C43

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$30,909.6	$32,400.00
Total Options	$432.25	$475.00
Destination Charge	$2,095.00	$2,095.00
Total Price	**$33,436.85**	**$34,970.00**

SELECTED COLOR:

Exterior: GAZ-Summit White

Interior: H1T-Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2WT	Preferred Equipment Group 2WT	NC	NC
A2V	6-Way Manual Driver Seat Adjuster	Included	Included
A50	Front Bucket Seats	STD	STD
A7E	4-Way Manual Passenger Seat Adjuster	Included	Included
C6V	GVWR: 6,049 lbs (2,744 Kgs)	STD	STD
CGN	Black Spray-on Bedliner	$432.25	$475.00
GAZ_01	Summit White	NC	NC
GU6	3.42 Rear Axle Ratio	STD	STD
H1T_02	Jet Black w/Cloth Seat Trim	NC	NC
L3B	Engine: 2.7L TurboMax	STD	STD
MFC	Transmission: 8-Speed Automatic	STD	STD
PAINT	Monotone Paint Application	STD	STD
PED	Chevy Safety Assist	Included	Included
PPW	Wireless Phone Projection	Included	Included
QHR	Tires: 255/65R17 All-Season Blackwall	STD	STD
RD6	Wheels: 17" X 8" Ultra Silver Metallic Steel	STD	STD
STDTM	Cloth Seat Trim	STD	STD
TQ5	IntelliBeam Automatic High Beam On/Off	Included	Included
U2K	SiriusXM w/360L Trial Subscription	Included	Included
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Automatic Emergency Braking	Included	Included
UKT	Front Pedestrian & Bicyclist Braking	Included	Included
UQ3	6-Speaker Audio System Feature	Included	Included
URL	Radio: 11.3" Diagonal Advanced Color LCD Display	STD	STD
W1Y	Steering Wheel Mounted Audio Controls	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers with black rub strip
- Rear Step Bumper: rear step bumper
- Front Bumper Insert: black front bumper insert
- Bed Liner: bed liner
- Box Style: regular
- Body Material: galvanized steel/aluminum body material
- Grille: black grille

Convenience Features:

- Air Conditioning manual air conditioning
- Console Ducts: console ducts
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with front and rear 1-touch down
- Remote Keyless Entry: yes remote keyless entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: proximity key
- Trunk FOB Controls: keyfob trunk/hatch/door release
- Steering Wheel: steering wheel with manual tilting
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
- Emergency SOS: OnStar emergency communication system
- Navigation System: navigation system with voice activation
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with covered box
- Glove Box: glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Dashboard Storage: dashboard storage
- IP Storage: bin instrument-panel storage
- Rear Underseat Storage Tray: rear underseat storage tray
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

- radio with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: Wi-Fi Hotspot capable internet access
- TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Control programmable headlights
- Headlamp Type: delay-off reflector halogen headlamps
- Auto-Dimming Headlights: IntelliBeam auto high-beam headlights

Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Rear Window: sliding rear windshield
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Park Assist rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 2.7-liter I-4 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD

TOYOTA

Perry Motors Toyota
310 South Main St
Bishop CA 93514
760-872-4141

2026 **TACOMA**

Tacoma SR



Model: 2026 Tacoma SR 2.4L 4-Cyl. Turbo Engine Rear-Wheel Drive 6-ft. bed XtraCab 7162M

Stock: N/A

Engine: i-FORCE 2.4L 4-Cyl. Turbo Engine

Transmission: 8-Speed Automatic Transmission

EXTERIOR
Ice Cap

INTERIOR
Black Fabric

PRICE

Base MSRP *	$32,245.00
Port Installed Packages & Accessories	$199.00
Delivery Processing and Handling	$1,595.00
Total Suggested Retail Price	$34,039.00

FUEL ECONOMY

23 MPG Combined City/Hwy | 20 MPG City | 26 MPG Highway

INSTALLED PACKAGES & ACCESSORIES

50 State Emissions	FIO	$0.00
All-Weather Floor Liners	PIO	$199.00

Engineered to precisely fit your vehicle, all-weather floor liners are made from durable, flexible, weather-resistant material that cleans easily.
. Precise injection molding uses Toyota's original vehicle design data for a perfect fit
. Liners feature ribbed channels to better hold moisture with a stylish vehicle logo
. Skid-resistant backing and driver-side quarter-turn fasteners help keep the liners in place.

Total Optional Equipment	$199.00
Vehicle Base Model	$32,245.00
Delivery Processing and Handling	$1,595.00

FEATURES

Mechanical & Performance

- Powertrain: i-FORCE 2.4L turbocharged inline-4 engine
- Drivetrain: Rear-Wheel Drive (RWD) with Automatic Limited-Slip Differential (Auto LSD)
- Air Intake: Twin-scroll turbocharger with wastegate valve control and air-cooled intercooler
- Engine: i-FORCE 2.4L 4-Cyl. Turbo Engine
- Weight Rating: 5605 lbs
- Transmission: 8-speed Electronically Controlled automatic Transmission with intelligence (ECT-i), sequential shift mode, and uphill/downhill shift logic
- Suspension: Independent double-wishbone front suspension; leaf spring rear suspension
- Stabilizer: Front stabilizer
- 8-Speed Automatic Transmission

Exterior

- 17-in. steel wheels
- LED bed lighting

- LED headlights with Daytime Running Lights (DRL), auto on/off feature and manual leveling adjustment
- 6-ft. bed
- Deck rail system with four adjustable tie-down cleats and fixed cargo bed tie-down points
- Lightweight "TACOMA" stamped tailgate

Interior

- Fabric-trimmed seats; 6-way manually adjustable driver and front passenger seats with 2-way power-adjustable lumbar support on driver's seat only; fold-flat passenger seat
- Fold-flat passenger seat, lockable rear storage panel with integrated pegboard, and lockable deep storage compartment
- Manual day/night rearview mirror
- Polyurethane manual tilt/telescopic steering wheel with phone, audio, display/infotainment, and Driver Assist controls
- Smart Key System on driver door with Push Button Start

Audio Multimedia

- Dual USB-C ports with power delivery S
- 8-in. Toyota Audio Multimedia display with 4-speaker audio system, wireless Apple CarPlay® & Android Auto™ compatibility, SiriusXM® 3-month trial subscription. See toyota.com/connected-services for details. S

ToyotaCare

- No cost maintenance $0 (No Cost)
- 24-hour Roadside Assistance $0 (No Cost)

Safety & Convenience

- Class-IV towing hitch receiver and wiring harness with 7-pin/4-pin connector
- 3-point seatbelts for all seating positions; driver's-side Emergency Locking Retractor (ELR) and Automatic/Emergency Locking Retractor (ALR/ELR) on all passenger seatbelts
- Electric Power Steering (EPS) and power-assisted rack-and-pinion with an Electronic Parking Brake (EPB)
- Backup Guide Monitor
- Toyota Safety Sense™ 3.0 — Pre-Collision System with Pedestrian Detection , Lane Tracing Assist , Full-Speed Range Dynamic Radar Cruise Control , Lane Departure Alert with Steering Assist , Automatic High Beams , Road Sign Assist , Proactive Drive Assist

Connected Services

- Safety Connect® — includes Emergency Assistance button, Enhanced Roadside Assistance, Automatic Collision Notification and Stolen Vehicle Locator. Subscription required after trial. 4G network dependent. 5-year-minimum trial subscription
- Remote Connect — remotely interact with your vehicle through the Toyota app via your smartwatch. Depending on grade, allows you to lock/unlock doors, start and stop the vehicle, locate your last parked location, check vehicle status and monitor guest drivers. Subscription required after trial. 4G network dependent. 1-year trial subscription
- Wi-Fi Connect — includes AT&T Wi-Fi hotspot and Integrated Streaming (Apple Music® and Amazon Music) compatibility. Subscription required after trial. 4G network dependent. Up to 30-day/3 GB trial subscription
- Service Connect — receive personalized maintenance updates and vehicle health reports. Subscription required after trial. 4G network dependent. 5-year-minimum trial subscription
- Drive Connect — includes Cloud Navigation with Google Points of Interest (POI) data, Intelligent Assistant with Hey, Toyota, and Destination Assist. Subscription required after trial. 4G network dependent. Capable, subscription required

* Base MSRP excludes manufacturer, distributor and dealer options, taxes, title and license and dealer fees and charges. Also excludes the Delivery, Processing and Handling of $1,195 for Cars (Corolla, Corolla HV, Corolla HB, GR Corolla, Camry, Prius, Prius Plug-in Hybrid, Toyota Crown, Mirai, GR86, GR Supra), $1,450 for Entry SUV (Corolla Cross, Corolla Cross HV), $1,450 for Small SUV (RAV4, RAV4 HV, RAV4 Plug-in Hybrid, bZ, bZ Woodland, C-HR), $1,495 for Mid SUV/Van (4Runner, 4Runner HV, Highlander, Highlander HV, Grand Highlander, Grand Highlander HV, Sienna, Land Cruiser, Toyota Crown Signia), $1,595 for Small Pickup (Tacoma, Tacoma HV), $2,095 for Large Pickup/Large SUV (Tundra, Tundra HV, Sequoia). (Historically, vehicle manufacturers and distributors have charged a separate fee for processing, handling and delivering vehicles to dealerships. Toyota's charge for these services is called the "Delivery, Processing and Handling Fee" and is based on the value of the processing, handling and delivery services Toyota provides as well as Toyota's overall pricing structure and may be subject to change at any time. Toyota may make a profit on the Delivery, Processing and Handling Fee.) The Delivery, Processing and Handling Fee in AL, AR, FL, GA, LA, MS, NC, OK, SC and TX will be higher. Dealer price will vary.

ToyotaCare, which covers normal factory scheduled maintenance for 2 years or 25,000 miles, whichever comes first, is included as part of the sales price of the vehicle for qualifying buyers. See participating dealer for eligibility and coverage details.

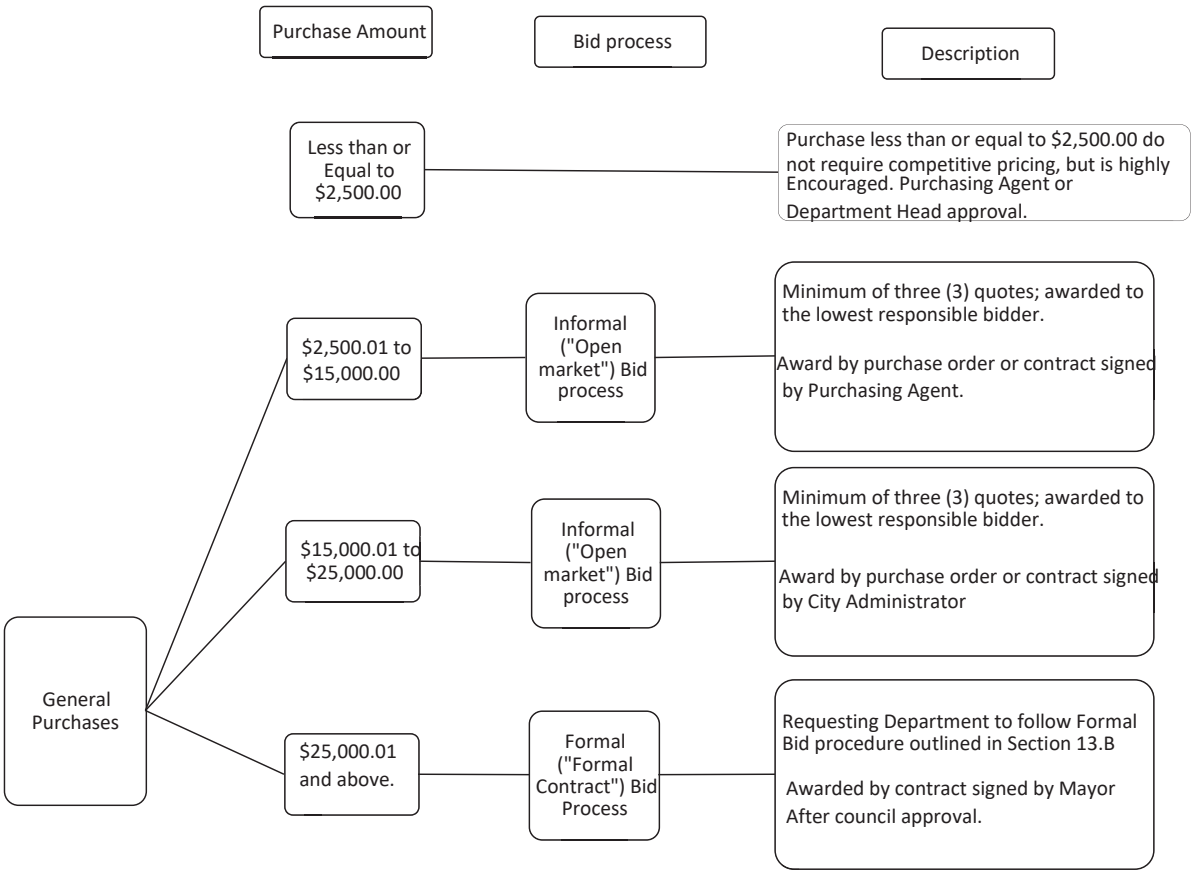
Disclaimer: This document is not meant to replace or substitute the actual window sticker on the vehicle. Toyota Motor Sales, U.S.A., Inc. is not responsible and disclaims any liability for inaccuracies. Please contact your dealer with any questions or if you require additional information.

Purchasing Policy

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Purchase Amount
Bid process
Description
Less than or Equal to $2,500.00
Purchase less than or equal to $2,500.00 do not require competitive pricing, but is highly Encouraged. Purchasing Agent or Department Head approval.
$2,500.01 to $15,000.00
Informal ("Open market") Bid process
Minimum of three (3) quotes; awarded to the lowest responsible bidder.
Award by purchase order or contract signed by Purchasing Agent.
$15,000.01 to $25,000.00
Informal ("Open market") Bid process
Minimum of three (3) quotes; awarded to the lowest responsible bidder.
Award by purchase order or contract signed by City Administrator
General Purchases
$25,000.01 and above.
Formal ("Formal Contract") Bid Process
Requesting Department to follow Formal Bid procedure outlined in Section 13.B
Awarded by contract signed by Mayor After council approval.

PURCHASING POLICY

1 - PURPOSE

The purpose of this policy is to provide the City of Bishop ("City") with a means of assuring continuity and uniformity in its purchasing operation, and to define the responsibilities for purchasing supplies, services, and equipment for the City of Bishop. These guidelines are not intended to address every issue, exception, or contingency that may arise in the course of purchasing activities. The basic standard that should always prevail is to exercise good judgment in the use and stewardship of City resources, including keeping within the budget authorized by the City Council.

2 - POLICY STATEMENT

The policy contained herein was developed under the authority of Chapter 3.24 ("Purchasing System") of the Bishop Municipal Code. The Director of Finance is designated as the Purchasing Agent for the City and may delegate the administration of the program. The Purchasing Agent is charged with the responsibility and authority for coordinating and managing the procurement of the City's supplies, services, and equipment according to this policy.

The policy outlined herein is to be adhered to by the Purchasing Agent and all departments when procuring supplies, services, and equipment. This Policy strives to define decision making with prudent review and internal control procedures and to maintain departmental responsibility and flexibility in evaluating, selecting, and purchasing, supplies, equipment, and services.

Purchase orders should be issued prior to ordering supplies, equipment, and services and not "after the fact" for work already done or materials already ordered for all purchases including but not limited to P-Cards, online orders and over the counter purchases, with exceptions for Emergency Purchases outlined in Section 10.F

Purchasing dollar limits are per "item", which is defined as the total cost to one firm or vendor for a specific project, purchase, or similar service. This policy specially prohibits splitting an order, services contract, or capital improvement project contract to circumvent specified dollar limits.

For purposes of applying the purchasing dollar limits, repeated utilization of the same vendor for similar procurements should be considered to be a single "item". Refer to Purchasing Limit and Authorization Section 9.

Excluded from this policy is the purchase of supplies, services and equipment which are included within the specification of a "Public Works Contract" construction project and is subject to the regulations contained in the California Public Contract Code, if applicable. Also excluded is the award of Professional Design and Consulting Services, governed by California Government Code §§ 4525-4529.5. See Subsection 11 herein.

3 - CONFLICT OF INTEREST

In order to assure their independence and impartiality on behalf of the common good, representatives of the City shall not use their official positions to influence government decisions in which they have a material financial interest or personal relationship which may give the appearance of a conflict of interest. In accordance with the law, representatives shall disclose investments, interests in real property, sources of income, and gifts, and they shall abstain from participating in deliberations and decisions-making where conflicts may exist. (See California Government Code §§ 1090 et seq., 81000 et seq., 82000 et. seq., 87100 et seq.; 87407; California Health & Safety Code §§ 33130 et seq.; California Penal Code §68; 2 Code of California Regulations §§ 18700 et. seq.)

4 - UNAUTHORIZED PURCHASES

Except for emergencies or other authorized exemptions stated in these guidelines, no purchase of supplies, services, or equipment shall be made without an authorized purchase order**. Purchase orders shall be issued prior to ordering supplies, equipment, and services and not "after the fact" for work already done or materials already ordered. Otherwise:**

i) Such purchases are void and not considered an obligation of the City.

ii) Invoices without an authorized purchase order may be returned to the vendor unpaid

iii) The person ordering the unauthorized purchase may be held personally liable for the costs of the purchase or contract.

5 - RESPONSIBILITY OF THE PURCHASING AGENT

The Purchasing Agent is responsible for 1) the procurement of general supplies, services, and equipment; 2) the administration of the purchasing policy; and 3) the management of surplus City property.

The Purchasing Agent may delegate certain responsibilities to a Department Designee for efficiency.

To perform these functions efficiently and assist departments, the Purchasing Agent shall:

i) Be charged with the responsibility and authority for coordinating and managing the procurement of the City's general supplies, services and equipment from the lowest responsive and responsible bidder when required by this policy.

ii) Ensure full and open competition on all purchases as required by this policy.

iii) Identify, evaluate, and utilize purchasing methods which best meet the needs of the City (i.e., cooperative purchases, blanket purchase orders, contractual agreements, etc.).

iv) Recommend revisions to purchasing procedures when necessary and keep informed of current developments in the field of public purchasing.

v) Prescribe and maintain all forms and records necessary for the efficient operation of the purchasing function.

vi) Act as the City's agent in the transfer and disposal of surplus equipment and materials.

vii) Award Purchase Orders.

6 - RESPONSIBILITY OF DEPARTMENT DESIGNEE AND DEPARTMENTS

All Department Designees are charged with the following responsibilities in the purchasing process:

i) To provide to the Finance Department at the beginning of each fiscal year, an updated authorized signature list designating those individuals who are delegated the authority to make purchases pursuant to the policies and procedures as described herein.

ii) To anticipate requirements sufficiently in advance to allow adequate time to obtain goods in accordance with the best purchasing practices.

iii) To communicate and coordinate purchases with the Purchasing Agent or Department Designee, as necessary.

iv) To provide detailed, accurate specifications to ensure goods obtained are consistent with requirements and expectations.

v) To prepare requisitions in accordance with instructions so as to minimize the processing effort.

vi) To inform the Finance Department of any vendor relations problems, shipping problems (i.e., damaged goods, late delivery, wrong items delivered, incorrect quantity delivered, etc.) and any situations which could affect the purchasing function.

vii) Research and recommendations in developing specifications; review specifications for completeness of information to ensure specifications are not unnecessarily restrictive.

viii) To minimize urgent and sole source purchases and to provide written documentation when such purchases may be necessary.

ix) To assist the Finance Department with the review of all bids received for compliance with specifications and provide the Finance Department with written documentation regarding their findings.

x) To not "split" orders for the purpose of avoiding procurement requirements. (See Glossary).

xi) Coordinate vendor relations, locate sources of supply, and evaluate vendor performance.

xii) To consider the use of recycled products when practical and economically feasible. To be considered economical, the added costs should not exceed 10% of the lowest non-recycled product price.

xiii) Make purchase award recommendations to the appropriate authority.

xiv) Track aggregate vendor purchases to ensure compliance with the purchasing policy.

xv) Ensure that purchase orders are obtained prior to the purchase of good or services within in 2 weeks of fully executed contract.

xvi) If multiyear contracts are awarded, track aggregate purchases/purchase orders to be in compliance with contract terms.

7 - VENDOR RELATIONS

It is to the City's advantage to promote and maintain good relations with vendors. The Purchasing Agent or Department Designee and City staff shall conduct their dealings with vendors in a professional manner and shall promote equal opportunity and demonstrate fairness, integrity, and courtesy in all vendor relations. When feasible to do so, vendors within the City of Bishop should be utilized for supplies, vehicles, services, and equipment. To assist in using local vendors, the City Council may, by minute action, award a bid to a Bishop vendor provided the local bid does not exceed the lowest bid by more than five percent (5%). This exception shall not be utilized for any purchase made with federal funds.

8 - OTHER IMPORTANT MATTERS

Departments should be aware of the following important requirements of the City's purchasing policy

i) The City's purchasing policy requires all purchases to be authorized by Department Designee prior to purchase.

ii) The Information Technology Division shall be consulted prior to the purchase of any computer hardware, software, or cloud services whether purchased on a stand-alone basis or as a component of a larger procurement.

iii) Federally funded purchases must adhere to the requirements outlined in the Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards, Section 2 – CFR § 200.317 through 200.326 – to comply with the Uniform Guidance procurement requirements. These requirements differ from those under the California Public Contract Code and the California Uniform Public Construction Cost Accounting Act as well as the City's typical purchasing procedures. Any purchase using federal funds must comply with these federal requirements as further outlined herein.

iv) Grant or special funding items may have regulations that prevail over the City's policies and procedures for procurement. In the case of grant or special funding the MORE restrictive of either the City or the funding agency's procedure will apply to the purchase. It is the responsibility of the department receiving the Grant to understand the terms of the Grant and any restrictions on the use of funds.

v) Capital equipment purchases are assets that have a value that greater than $5,000.01 or more and have a useful life of more than one (1) year. Capital purchases must be submitted to the Finance Department for tracking, approved by the Purchasing Agent and must follow this Purchasing Policy.

vi) Pursuant to Labor Code Section 1771, the City shall pay prevailing wages for certain public projects and maintenance projects of more than one thousand dollars ($1,000). Labor Code Sections 1720 through 1720.9 provide the definition of a public project for prevailing wage purposes. The City Attorney should be consulted when there is a question as to whether prevailing wages apply.

9 - PURCHASING LIMITS AND AUTHORIZATIONS

Purchasing dollar limits are "per item", which is defined as the total cost for supplies, vehicles, equipment, the total construction cost for Public Projects, and the total cost for general or professional services to one firm or vendor for a specific project. This policy specially prohibits splitting an order, services contract, or capital improvement project contract to circumvent specified dollar limits.

For purposes of applying the purchasing dollar limits, repeated utilization of the same vendor for similar procurements should be considered to be a single "item". For example, purchasing a particular supply, uniform, or service monthly from the same vendor such that the total expended in a single fiscal year exceeds $2,500.00 should be viewed as a single procurement and the vendor should be competitively selected. Staff should use their professional judgment in applying this rule and seek guidance from the Purchasing Agent if there are questions. The intent is not to burden staff, but rather to ensure that the City is receiving competitive pricing and that the appropriate method of procurement is being utilized. In the case of the purchase of materials or equipment such as hardware, software, irrigation supplies, cleaning supplies or office supplies, this provision shall not apply; however, a single purchase of greater than $2,500.00 should follow the applicable purchasing method as described below.

A) Purchases of less than or equal to $2,500.00 – Over the Counter

   For purchases of supplies, equipment, and services of less than $2,500.00, the authority to award is the Purchasing Agent or Department Designee. Under Municipal Code Section 3.24.030, the Director of Finance may delegate duties to other members of the City. Comparative pricing is not required to purchase supplies, equipment, and services, of less than or equal to $2,500.00 but is highly encouraged. A Purchase Order may be requested by the department if required by the vendor or if the department wishes to use the Purchase Order as a mechanism to encumber funds

B) For purchases of $2,500.01 to $15,000.00 – Informal Bid ("Open Market")

   For purchases between $2,500.01 - $15,000.00 the authority to award is the Purchasing Agent. Department staff shall not award purchase orders between $2,500.01 - $15,000.00 without approval of the Purchasing Agent. All departments shall obtain and document three (3) competitive quotations for purchases. Quotes may be obtained from a variety of sources, (e.g. Internet search, vendor price listing, verbal quotes, or written quotes. The department shall submit a requisition, which includes the recommended vendor, with all supporting documentation to the Finance Department. Supporting documentation shall include competitive price quotes obtained, names of vendors contacted, description of the items required, and certificates of insurance as applicable. Finance Department shall review the recommendation and supporting documentation and may contact additional sources for quotations.

C) Purchases between $15,000.01 - $25,000.00 – Informal Bid (“Open Market”)

For purchase of between $15,000.01 - $25,000.00 the authority to award is the City Administrator. Department staff shall not award purchase orders for $15,000.01 or more without the approval of the City Administrator, except in the event of an emergency purchase (see F, Emergency Purchases). All departments shall obtain and document three (3) competitive quotations. Quotes may be obtained from a variety of sources, (e.g. Internet search, vendor price listing, verbal quotes, or written quotes. The department shall submit a requisition, which includes the recommended vendor, with all supporting documentation to the Finance Department. Supporting documentation shall include competitive price quotes obtained, names of vendors contacted, description of the items required, and certificates of insurance as applicable. Finance Department shall review the recommendation and supporting documentation and may contact additional sources for quotations.

The City Administrator may award purchase to the lowest responsive and responsible bidder whose quote fulfills the intended purpose, quality, and delivery needs of the solicitation, provided that an unencumbered appropriation for that item exists. In lieu of awarding the purchase, the City Administrator may reject bids, or may negotiate further to obtain terms more acceptable to the city.

D) Purchases of $25,000.01 or More – Formal Bid (“Formal Contract”)

Purchases/Contracts that exceed $25,000.01 require a Formal Bid Process.

Purchases/Contracts of $25,000.01 or more shall be approved by the City Council.

See Section 14 for the Formal Bid procedures.

All purchases and contracts are subject to Purchasing limits and authorizations.

10 - TYPES OF PURCHASE ORDERS

A) Standard Purchase Order

Purchase Orders represent a contract between the City and the Vendor. Purchase orders outline the list of items or services that the City would like to purchase, order quantities and agree-upon prices.

B) Blanket Purchase Order

A Blanket Purchase Order is an agreement whereby the City contracts with a vendor to provide equipment or supplies on an as-needed and often over-the-counter basis. Blanket Purchase Orders provide a mechanism whereby items which are uneconomical to stock may be purchased in a manner that allows field operations timely access to necessary

materials. Blanket Purchase Orders shall not be used to purchase services, capital assets or items maintained in stock.

Finance Department shall request confirmation of Blanket Purchase Orders annually before the beginning of the fiscal year. Requests for Blanket Purchase Orders may also be submitted to the Finance Department on an as-needed basis. Finance Department shall review Blanket Purchase Order requests based upon the following criteria:

(1) Geographic location
(2) Responsiveness and capabilities
(3) Average dollar value and type of items to be purchased
(4) Frequency of need

All Blanket Purchase Orders shall include the following information:

(1) A general description of the equipment or supplies which may be charged.
(2) The period of time the order will remain open, not to exceed the end of the fiscal year the blanket purchase order is issued.
(3) The maximum total amount which may be charged on the purchase order.
(4) Items excluded from the purchase, if applicable.
(5) The phone number of the purchasing agent for questions or approval of charges which exceed the limit.
(6) Identification of the department(s) and employee(s) who may charge against the order.
(7) Requirement that the employee shows CITY identification.
(8) Requirement that employees print and sign their names when picking up goods.
(9) Account number(s) to be charged.

Once a Blanket Purchase Order is issued to a vendor, any authorized City employee may contact the vendor directly to place orders per the terms and conditions specified in the Blanket Purchase Order.

C) Contract Purchase Order

Contract Purchase Orders are the preferred method of purchasing repetitive-use items or services which may be common to several departments or within one department. Establishing Contract Purchase Orders provides a means of obtaining volume pricing based upon the combined needs of all departments, reduces the administrative costs associated with seeking redundant competitive bids and processing a Purchase Order each time an order is placed, and allows departments to order as needed, reducing the requirement to maintain large inventories of stock.

If a Contract Purchase order exists, departments shall order all of their requirements from the successful vendor. No other source shall be used without prior approval of the Purchasing Agent. Departments shall submit, in writing to the Finance Department, any performance problem encountered immediately following the occurrence so that corrective action may be taken.

Contract Purchase Orders may include option for renewal for specific products, product types, or services at agreed upon prices or pricing structure and for a specified period of time.

Upon approval of a contract, purchase orders shall be issued within 2 weeks of contract execution and issuing department is responsible for compliance with the contract terms.

D) Cooperative Purchases

The Finance Department may participate in purchases and contracts established by other political jurisdictions, provided the cooperative agreement is established following a competitive bid process. The City Administrator may authorize the award of cooperative purchase agreements up to $25,000.00. City Council approval is required for the award of any cooperative purchase of $25,000.01 or more.

E) Sole Source Purchases

Commodities and services which can be obtained from only one vendor are exempt from competitive bidding. Sole source purchases may include proprietary items sold directly from the manufacturer, items that have only one distributor authorized to sell in this area, or a certain product has been proven to be the only product that has proven to be acceptable. All sole source purchases requests shall be submitted to the Finance Department using the sole source purchasing approval form. Final determination that an item is a valid sole source purchase will be made by the Purchasing Agent.

F) Emergency Purchases

Emergency purchases may be made without competitive bidding when time is of the essence, and shall be made only for the following reasons:

(1) To preserve or protect life, health, or property
(2) Upon natural disaster
(3) To forestall a shutdown of essential public services

Since emergency purchases do not normally provide the City an opportunity to obtain competitive quotes or properly encumber funds committed, sound judgment shall be used in keeping such orders to an absolute minimum. In addition, the following requirements shall apply:

(1) The Finance Department shall be contacted as soon as possible to expedite the purchase order to cover the emergency transaction. If unable to contact the Finance Department, place the order and contact the Finance Department the next workday.

(2) A completed purchase requisition shall be submitted to the Finance Department within two working days, or as soon as the information is available. All purchase requisitions for emergency purchases shall be signed by the appropriate department head.

(3) Documentation explaining the circumstances and nature of the purchase shall be submitted by the appropriate department head as follows:

(a) Purchases less than or equal to $5,000.00: Use standard purchasing procedures.
(b) Purchases in the amount of $5,000.01 - $100,000.00: Require the approval of the City Administrator and a report to the City Council at the next regular meeting.
(c) Purchases in excess of $100,000.01: Require approval by the City Council.

(4) If the emergency purchase causes any budget line item to exceed the approved budget, it shall be the responsibility of the department requesting the purchase to obtain subsequent City Council approval, through the Finance Department, for an additional appropriation or to make a transfer to cover the purchase.

11 - PURCHASE ORDER EXEMPTIONS

Certain purchases are not readily adaptable to the open market and formal bidding process. These purchases are generally for items where the competitive bid process is not applicable or where a check is required to accompany the order. Following is a list of allowable exemptions:

Insurance Claims & Premiums
Petty Cash Replenishment
Real Property/easement acquisitions
Trade Circulars or professional books
Utility Payments/Fuel Purchases
Payments to other agencies
Postage
Medical Payments
Property Rentals
Subscriptions/Renewals
Travel Expense/Advances
Membership Dues
Refunds

If a vendor requires a Purchase Order to process an order, the department shall submit a purchase order requisition to the Finance Department to initiate a purchase order.

12 - PURCHASE AWARD

A) Lowest responsive and Qualified Bidder

i) Bids shall be awarded to the "responsive" and "qualified" bidder who submits the lowest bid.

ii) In determining the lowest "responsive" bid, the following elements shall be considered in addition to price:

(1) A responsive bid is one which is in substantial conformance with the requirements of the invitation to bid, including specifications and the City's contractual terms and conditions. Bidders who substitute terms and conditions or who qualify their bids in such a manner as to nullify or limit their liability shall be considered non-responsive bidders.

(2) Conformance with the requirements of the invitation to bid may also include providing proof of insurance, completing all forms, including references, and all other information as requested in the bid document.

(3) The successful bidder must demonstrate the ability to successfully fulfill a contract, including rendering of subsequent and continuing service. Staff may request proof of a prospective bidder's reliability. Prospective bidders may be requested to furnish proof of financial resources, a list of current or previous customers, and other pertinent data. Such action may also be taken after receipt of bids.

(4) A bidder may be determined to be non-responsive if a prospective bidder fails to furnish proof of qualifications when required.

iii) In determining the lowest "qualified" bidder, the following elements shall be considered in addition to price:

(1) That the products offered provide the quality, fitness, and capacity for the required usage.

(2) That the bidder has the ability, capacity, and skill to perform the contract satisfactorily and within the time required.

(3) That the bidder's experience(s) regarding past purchases by the City or other public agencies demonstrates the reliability of the bidder to perform the contract.

iv) When a bid is recommended to be awarded to other than the low bidder, written justification is required. The written statement, signed by the appropriate department head, shall be attached to the purchase requisition.

B) Rejection of Bids

The Purchasing Agent or the requesting department may recommend rejection of any or all bids if it is determined to be in the best interests of the City. Reasons for rejection may include, but are not limited to, the following: a bid is determined to be non-responsive, the number of bids received is inadequate, bids received are not reasonably uniform in price, or the lowest bid received is deemed to be too high. The Purchasing Agent may, in any given case, reject all bids with or without cause and submit the supplies, equipment or service involved to a new bidding process. If all bids are rejected, the Finance Department may be authorized to re-solicit bids, negotiate a contract for the purchase, or abandon the purchase.

C) Tie Bids

If two or more bids are received which are in all respects equal, the Finance Department may accept the one deemed to be in the best interests of the city.

D) Local Preference

The purpose of this policy is to encourage local companies to do business with the City and support the local economy. The policy builds on the City's ongoing effort to improve the City's systems of purchasing goods and service.

Bids for goods and services from businesses located in the City of Bishop will be viewed more favorably than non-local competitors while still including factors such as cost and experience. For bids on goods or services, local businesses will have a 5% cost advantage.

The following contracts are exempt from the provisions of section:

Contracts funded in whole or in part from grants, donations, and gifts to the City to the extent the provisions would conflict with any special conditions attached to the grants, donations, or gifts, provided the gift and the special conditions have been approved and accepted by the City.

Contracts resulting from emergency conditions where any delay in completion or performance of the contract would jeopardize public health, safety, or welfare of the citizens of the City, or where in the judgement of the City Administrator or his/her designee the operational effectiveness or a significant City function would be seriously threatened if the contract were not entered into expeditiously.

Contracts with any single or sole source supplier for supplies, material, equipment, or other personal property.

Contracts funded by the federal government. Local preferences shall not be used in the evaluation of bids or proposals unless State/Federal statues expressly mandate or encourage geographic preference.

13 - PURCHASE ORDER AMENDMENTS AND CHANGE ORDERS

Purchase Orders represent a contract between the City and the Vendor. Any substantial change to a Purchase Order shall be documented as an amendment and substantial changes to a construction project shall be documented as a change order. Amendments and change orders shall be reviewed by the Finance Department and shall be approved by the City Administrator. A purchase order amendment may not be increased by more than 10% or $2,500, whichever is less, without a change order, except for taxes, shipping and handling as discussed below.

Estimated Taxes, shipping and handling may cause the purchase order to exceed the authorized purchase order amount. These items do not require a change order, even if they exceed 10% of the original purchase order amount.

All amendments to agreements, purchase orders or change orders must adhere to the purchasing thresholds outlined in Section 9 of this policy. All agreements, purchase orders or change orders that result in a total contract value exceeding $25,000.00 must be approved by City Council. This applies regardless of whether the agreement or amendment was approved by the City Council or City Administrator.

Change to a project that require the processing of an amendment or change order include, but limited to:

(1) Adding items or services being procured that increase the total purchase order or contract amount.
(2) Modifying unit prices or the total contract value
(3) Modifying the scope of work or services provided
(4) Modifying the contract completion time
(5) Changing account numbers or other elements of the initial Purchase Order

Change Orders and Amendments shall not be utilized to add unrelated work to an existing Purchase Order or Contract. Unrelated work constitutes a new purchase and the Department making the purchase should follow the City's procurement policy for a stand- alone purchase. In the event that there is a substantial benefit associated with having a vendor that is already under contract perform new work, a sole source exception may be requested only when it can be adequately justified. In the event that a change of vendor is required, the Purchase Order must be cancelled, and a new Purchase Order created.

14 - INFORMAL AND FORMAL BID PROCESS

Except as otherwise exempted in this policy, supplies, services, and equipment with an estimated value of $2,500.01 to $25,000.00 shall be purchased following an Informal Bid Process and purchases $25,000.01 or more shall be made following a Formal Bid Process.

To initiate the informal/formal bid process, the department making the request shall provide specifications for the item to be purchased and documentation showing the existence of an unencumbered appropriation for the item in the current approved budget. The requesting department shall solicit informal/formal bids as prescribed by the City of Bishop Municipal Code.

A) Informal Bids ("Open Market")

Informal bids, or Open Market Procedures (Bishop Municipal Code 3.24.110), requires a minimum of 3 quotations and shall be awarded to the lowest responsible bidder. Informal quotations can be documented using the "Vendor Quotation Summary". The quotation summary shall include a description of the items to be purchased, names of the vendors contacted, method of obtaining quote, competitive price quotes obtained, and recommendation for award. Quotations shall be submitted to the Finance Department who shall keep a record of all open market orders and quotations for a period of one (1) year after the submission of the quotations or placing of orders. Informal bids may be posted at City Hall, mailed to prospective bidders a minimum of ten calendar days before the due date, obtained over the internet, or solicited over the phone.

B) Formal Bids ("Formal Contract Procedure")

(1) Formal bids (Bishop Municipal Code 3.24.100) apply to purchases of supplies and equipment of an estimated value greater than or equal to $25,000.01 shall be written contract with the lowest responsible bidder pursuant to the procedure herein after prescribed.

(2) Notice inviting bids – Notices inviting bids shall include a general description of the articles to be purchased, shall state where bid blanks and specifications may be secured, and the time and place for opening bids

(3) Published Notice – Notices inviting bids shall be published at least ten (10) days before the date of opening of the bids. Notices shall be published twice in a newspaper of general circulation, published in the city website, or shall be posted in at least 3 public places in the city (one of which shall be City Hall).

(4) Bidder's list – The purchasing agent or department designee shall also solicit sealed bids from all responsible perspective suppliers whose names are on the bidder's list or who have made written request that their names be added thereto.

(5) Bulletin Board – The purchasing agent or department designee shall also advertise pending purchases by a notice posted on a public bulletin board in the City Hall.

(6) Bidder's Security - When deemed necessary by the purchasing agent, bidder's security may be prescribed in the public notices inviting bids. Bidders shall be entitled to return of bid security; provided, however, that a successful bidder shall forfeit his or her bid security upon his or her refusal or failure to execute the contract within ten (10) days after the notice of award of contract has been mailed, unless in the latter event the city is solely responsible for the delay in executing the contract. The city council, on refusal or failure of the successful bidder to execute the contract, may award it to the next lowest responsible bidder or reject all bids. If the city council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the city to the contract price differential between the lowest bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder. If the city council rejects all bids presented and readvertises, the amount of the lowest bidder's security may be used to offset the cost of receiving new bids (and the surplus, if any, shall be returned to the lowest bidder)

(7) Bid Opening Procedures – Sealed bids shall be submitted to the purchasing agent or departmental designee and shall be identified as "bids" on the envelope. Bids shall be opening in public at the time and place stated on in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for period of not less than 30 calendar days after the bid opening.

(8) Rejection of bids – In its discretion, the City Council may reject any and all bids presented and readvertise for bids pursuant to the procedure herein above prescribed.

(9) Award of Contracts – Except as otherwise provided herein, contracts shall be awarded by authorizations outlined by the purchasing limits.

(10) Tie Bids – If 2 or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of readvertising for bids, the City Council may in its discretion accept the one it chooses or accept the lowest bid made by and after negotiation with the tie bidders at the time of bid opening.

(11) Performance Bonds – The City Council shall have the authority to require a performance bond before entering a contract in such amount as it finds reasonably necessary to protect the best interests of the City. If the City Council requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.

Bids shall be reviewed for compliance with specifications by the requesting department. All deviations from the specifications shall be fully documented by the requesting department and the impact of the deviations on the performance or suitability of the bid item shall be detailed. Staff will prepare and forward a recommendation for approval of purchase. Informal bids shall be approved by the Purchasing Agent or City Administrator. Formal bids shall be approved by the City Council.

15 - PURCHASING CREDIT CARDS ("P-CARD")

Under certain circumstances, the use of a City purchasing credit card may be the most appropriate method for certain purchases. All purchases made using the City's purchasing credit card ("P-card") are subject to this purchasing policy and the City's current P-card policy.

16 - SPECIFICATIONS

It is the responsibility of each department to provide detailed, accurate specifications when requisitioning supplies, equipment, and services. Accurate specifications are essential for effective procurement of goods and services.

A) Sole Source Specifications

Sole source specifications shall be avoided whenever possible, as they minimize or eliminate competition. The appropriate authority (City Administrator if total purchase is less than or equal to $25,000.00 or City Council if total purchase is $25,000.01 or more) may waive bidding requirements if sufficient written justification for a sole source purchase exists. Commodities and services, which can be obtained from only one manufacturer or vendor, are exempt from completive bidding. Sole source purchases include proprietary items sold directly from the manufacturer or items that have only one distributor authorized to sell in the area. Professional or general services vendors who possess specific expertise or past experience with the City facilities, projects, or studies may also be determined to be an appropriate use of the Sole Source Exception to competitive procurement.

Products that have been proven to be the only acceptable or compatible products to be utilized with existing City systems or equipment but that available on the open market from multiple sources maybe classified as sole source purchases.

Examples of when a sole source / sole brand procurement is not appropriate include, but are not limited to:

(1) Personal preference for a product or vendor
(2) Past utilization of a product or vendor (unless it is a City standard)
(3) Vendor performance
(4) Availability of local service, maintenance, or delivery
(5) Features exceeding the minimum requirements

All sole source purchases shall be supported by written documentation and a Sole Source Approval Form signed by the appropriate department head and forwarded to the Purchasing Agent for approval.

B) Standardization

Standardization of specifications for items common to several divisions and/or departments can facilitate the purchasing process. The Finance Department and departments shall work together to establish standard specifications for such items.

C) Brand Name, or Equal, Specifications

In purchasing equipment or supplies needed to be compatible with existing equipment, or to perform complex or unique functions, the Purchasing Agent may limit bidding to a specific product type or a brand name product.

Use of brand names in specifications shall be for the purpose of describing the standard of quality, performance, and characteristics the City desires and not be intended to limit or restrict competition. If a brand name is incorporated into a specification, a minimum of two acceptable brands shall be listed whenever possible and shall be followed by the statement "or approved equal" unless the sole source rule applies. This provision does not apply to Public Work projects where architects and engineers of records have the authority to require specific materials and technical specifications to meet their design intents.

Using specifications provided by a specific manufacturer should be avoided, however, if used, the name of the manufacturer, model number, etc., should be indicated. The bid document shall clearly state that the use of the manufacturer's specifications is for the sole purpose of establishing the level of quality desired. The Purchasing Agent reserves the right to determine and approve any product submitted as an "or equal."

D) Vendor Assistance in Writing Specifications

There may be occasions when vendor assistance is required to develop a specification. Such specifications shall be written in general terms and the vendor shall be informed that the information they provide may be used to develop specifications for a competitive bid process. The vendor shall be allowed to submit a bid but will not be given any preference over the other bids.

17 - PROFESSIONAL CONSULTANT SELECTION

A) Selection of Consultants for Professional Services (General):

(1) The following criteria shall be used to determine approval authority for Professional Consultant Service Contracts:

Contracts under or equal to $5,000.00	Department Head Approval
Contracts of $5,000.01 - $25,000.00	City Administrator Approval
Contracts of $25,000.01 or greater	City Council Approval

(2) This policy specifically prohibits splitting a purchase to circumvent the limits set forth in item 1, above.

(3) The appropriate department head, with the approval of the City Administrator, shall prepare a scope of work consistent with budget and project authorization. The Request for Proposal (RFP) shall outline the City requirements and project description. The list of solicited firms will be drawn from firms who, in the opinion of the department head, can perform the work. A Request for Qualifications may first be necessary if the required services are particularly specialized or if the qualifications of the available consultants are unknown. The list of solicited firms may be limited to a minimum of 3 to 5 due to time constraints or specialties involved.

(4) The initial review of proposals shall be conducted by the involved department head(s), who shall make a recommendation to the City Administrator regarding which consultants should be selected or invited to interviews.

Interviews, if warranted, (Contracts less than or equal to $25,000.00) will be conducted by the appropriate City staff members.

Formal interviews (for contracts of $25,000.01 or more) will be conducted or delegated to a senior staff committee by the City Council, or an ad hoc committee shall be formed to conduct the oral interviews for selected consultants.

(5) Qualifications should be the determining factor in the selection of a professional consultant. Staff shall then negotiate the final fee based upon the agreed scope of work.

(6) Prior to approval of a contract, the department head shall conduct appropriate background and reference checks and ensure that adequate bonding or security, if required, is posted.

(7) Consultants shall comply with all regulations and laws dealing with conflict of interest disclosure and reporting. Consultants shall not be engaged if a conflict of interest exists.

(8) Approval of "Additional Work" items shall comply with the limits outlined purchasing limits and authorization.

B) Selection of Consultants for Professional Services for Capital Improvement Projects:

(1) After the City Council adopts the next year's Capital Improvement Program (CIP), the Director of Public Works shall develop a list of projects recommended for 1) appropriate City Council review and interview of consultants, or 2) staff to determine the selection of consultants. The City Council shall review the list for adoption or revision.

(2) Consultant selection shall be from a list of qualified professionals prepared by the department responsible for the project.

(3) If the project is to be reviewed by the City Council, a formal presentation and interview process will be arranged by the Director of Public Works. If the project is to be reviewed by staff, the Director of Public Works and the City Administrator will determine the RFP review process.

C) Selection of Consultants for Professional Services for Continuing Services:

(1) Professional firms providing engineering, land surveying, transit, planning, environmental, auditing, architecture, landscape architecture or other services may be retained on a continuing basis to provide professional services within the scope of the original RFP/Contract. Continuing services are subject to the purchasing limits for informal/formal bidding process every 3 years from the original contract date, as detailed in Section 9 of this policy. The department head, with the approval of the City Administrator, may contract on a project-by-project or on a retainer basis for additional work/services without going through the RFP and selection process. This is to ensure the City is receiving the best value in their services.

(2) Beginning each fiscal year, the Finance Department or City Clerk shall make a written request to each department head to submit to the City Administrator a list

of consultants currently under contract by their department, setting forth name of firms, type of services, cost of contracts, length of contracts and date entered into, and the number of years retained by the City.

D) Exclusions

(1) The process of selecting environmental impact report consultants for non-City projects shall be conducted by the Director of Development Services due to time restraints and application processing requirements. The final consultant selection and fee shall be reviewed and approved by the City Administrator.

(2) City Council shall also review and approve each debt issuance in concept with approval for the selection of certain professional consultants, as needed, to be selected by the Director of Finance as approved by the City Administrator.

18 - SURPLUS PERSONAL PROPERTY

The Purchasing Agent is responsible for the transfer and disposition of surplus City personal property. "Surplus property" is used generically to describe any City personal property that is no longer needed or useable by the holding department. The Purchasing Agent or designee has the authority to declare item(s) surplus.

Surplus property that may result from the termination of a lease agreement shall be specifically reported to the Purchasing Agent prior to the termination of the lease. The report shall include all information about the lease, including purchase price at the commencement of the lease, residual value at the end of the lease, the total payments through the end of the lease and the fair market value at the end of the lease. In determining the fair market value, each department shall document the methods used to make such determination including tools such as Kelly Blue Book, classified advertisements, and local vendors with similar products available.

Each department shall periodically review its equipment, material, and inventory, and shall promptly notify the Finance Department of any surplus property. A surplus property form shall be completed and submitted for each surplus property item. Surplus Property Forms are available from the Finance Department.

A) Methods Of Disposition

The Purchasing Agent or Department Designee shall determine or approve one of the following methods of disposition that is most appropriate and in the best interests of the City.

(1) Transfer to Another Department

Surplus property may be transferred between City departments. Departments wishing to transfer surplus property to or from another department shall complete the Surplus Property Form and submit it to the Finance Department for review.

All transfers of items with an estimated value of $1,000 or more require approval of the Department Heads from each department affected by the transfer.

(2) Trade-In

Property declared as surplus may be offered as a trade-in for credit toward the acquisition of new property. All trade-in offers will be submitted for the review and approval of the Finance Department. If surplus property is to be applied to a purchase order, the trade-in value shall be itemized on the Purchase Order. The amount charged against the expenditure account will be the value of the purchase before application of the trade-in credit.

(3) Return to Manufacturer

Surplus property may, when possible, be returned to the manufacturer for buy-back or credit toward the purchase of new property.

(4) Disposal

Surplus property may be offered for sale by the Purchasing Agent. All surplus property is for sale "as is" and "where is", with no warranty, guarantee, or representation of any kind, expressed or implied, as to the condition, utility or usability or the property offered for sale. Appropriate methods of sale are as follows:

(a) Public Auction - Surplus property may be sold at public auction. Public Auctions may be conducted by City staff, or the City may contract with a professional auctioneer including professional auction services or online auction system.

(b) Sealed Bids - Sealed bids may be solicited for the sale of surplus property. Surplus property disposed of in this manner shall be sold to the highest responsible bidder.

(c) Selling for Scrap - Surplus property may be sold as scrap if the Purchasing Agent deems that the value of the raw material exceeds the value of the property as a whole.

(d) Negotiated Sale - Surplus property may be sold outright if the Purchasing Agent determines that only one known buyer is available or interested in acquiring the property.

(e) No Value Item – Where the Purchasing Agent determines that specific supplies or equipment are surplus and of minimal value to the city due to spoilage, obsolescence, or other cause or where the Purchasing Agent determines that the cost of disposal of such supplies or equipment would exceed the recovery value, the Purchasing Agent shall dispose of the same in such a manner as he or she deems appropriate and in the best interest of the City.

B) Proceeds

Proceeds from the sale or trade-in of surplus property shall be returned to the appropriate fund.

19 - GLOSSARY

AGREEMENT	An understanding or arrangement between two or more parties. Also see "*Contract*" and "*Purchase Order*".
APPROPRIATION	City Council authorization to expend public funds for a specific purpose.
AS IS	A term indicating that goods offered for sale in existing condition are without *Warranty* or *Guarantee*.
AWARD	The acceptance of a *Bid* or *Proposal.*
BID	The executed document submitted by a *Bidder* in *response* to a *Notice Inviting Bids (NIB)*, a *Proposal*, or a *Request for Quotations*.
BIDDER	A person or legal entity who submits a bid in response to a solicitation. Proposer. See *Bid* or *Proposal*.
BLANKET PURCHASE ORDER	An *Agreement* of no more than one year between the *City* and a *Vendor* allowing authorized *City* employees to charge repetitive *Purchases* of supplies, equipment or services at pre-arranged prices, dollar limits and/or other terms and conditions.
BRAND NAME	A trade name which serves to identify a product or particular manufacturer.
CHANGE ORDER	Written modification or addition to a *Purchase Order* or *Contract*/*Agreement* authorized by the appropriate authority.
CITY	*City* shall mean the City of Bishop, City of Bishop Community Redevelopment Agency, City of Bishop Financing Authority and other such districts, authorities, or agencies as may be governed by the members of the City of Bishop *City Council*.

CITY ATTORNEY	Shall mean and include the *City Attorney* of the City of Bishop, or agencies as may be governed by the members of the City of Bishop *City Council*.
CITY COUNCIL	Shall mean and include the *City Council* of the City of Bishop and agencies as may be governed by the members of the City of Bishop *City Council*.
CITY ADMINISTRATOR	Shall mean and include the City of Bishop City Administrator and agencies as may be governed by the members of the City of Bishop *City Council City Administrator* of the City of Bishop.
COMPETITIVE BIDDING	The submission of prices by individuals or firms competing for a *Contract*, privilege, or right to supply merchandise or services.
CONTRACT	A verbal or written, legally binding mutual promise between two parties, e.g., an accepted *Purchase Order*.
CONTRACT PURCHASE ORDER	A *Purchase Order* (usually issued for one year) which outlines unit prices to be charged by the *Vendor* for the term of the *Purchase Order*. This type of *Purchase Order* is generally used for such things as electrical, plumbing, and other goods and services which are anticipated to be needed periodically throughout the year. The *Bids* are usually expressed at hourly rates plus parts expressed at a specific *Discount* below list price.
CONTRACT TRACKING FORM	A form used to communicate to the Purchasing Agent that a Contract has been awarded and that certain dollar values, representing the amount expected to be spent during the current and future fiscal years, are to be encumbered. This form precedes the issuance of an Encumbrance Order.
DEPARTMENT DESIGNEE	A duly authorized and appointed representative of a City department.

DISCOUNT	An allowance or deduction from a normal or list price extended by a seller to a buyer to make the unit price more competitive.
DISPOSE OF	To transfer or part with, to sell; to get rid of; to throw out.
EMERGENCY PURCHASE	See *Emergency Purchase*.
ENCUMBRANCE	Committing budgeted funds prior to receiving supplies, equipment, or services; funds are shown as an encumbrance until supplies, equipment or services are received, at which time funds are expended.
ENCUMBRANCE ORDER	Direction provided to the Finance Department using a Contract Tracking Form to encumber contracts without the issuance of a Purchase Order.
EQUIPMENT	Personal property necessary to conduct the City's business, including, but not limited to furnishings, machinery, vehicles, rolling stock, and other property used to conduct the *City's* business.
FORMAL BID	A *Bid* which must be submitted in a sealed envelope and in conformance with a prescribed format, to be opened and announced at a specified time at a public opening.
GENERAL SERVICES	Services such as janitorial, uniform cleaning, maintenance, and other services for which the performance of such activities do not require any unique skill, special background, or training.
GUARANTEE	A pledge or assurance that something is as represented and will be replaced or repaired if it fails to meet the stated *Specifications*.
INFORMAL BID	Written or verbal *Quotations* for supplies, equipment, and services which pursuant to this policy are not required to

	meet the formal bidding requirements. *Informal Bids* include unsealed written quotes, verbal quotes and quotes received via fax.
LOWEST (RESPONSIVE AND) RESPONSIBLE BIDDER	The *Bidder* submitting the lowest price and capable of performing the proposed *Contract*. See also "*Responsive Bidder*" and "*Responsible Bidder*".
NON-RESPONSIVE BID	A *Bid* that does not conform to the essential requirements of the *Notice Inviting Bids*. Non-Conforming *Bid*. Unresponsive *Bid*.
NOTICE INVITING BIDS (NIB)	A formal notice, published in the newspaper or elsewhere or sent directly to potential *Bidders*, notifying them that the *City* is accepting bids for a specific purpose.
PROFESSIONAL SERVICES	Any work performed by an auditor, attorney, doctor, architect, engineer, land surveyor, construction project manager, appraiser, expert, or consultant, for example.
PROPOSAL	The executed document submitted by an offer or in response to a *Request for Proposals* (and the basis for subsequent negotiation).
PUBLIC CONTRACT CODE	Shall mean the *Public Contract Code* of the State of California.
PUBLIC PROJECT (definition is from State of California Public Contract Code)	a) A project for the erection, improvement, painting, or repair of public buildings and works. b) Work in or about streams, bays, waterfronts, embankments, or other work for protection against overflow. c) Street or sewer work except maintenance or repair. d) Furnishing supplies or materials for any such project, including maintenance or repair of streets or sewers.

PUBLICLY OWNED, LEASED or OPERATED FACILITY	Any plant, building, structure, ground facility, utility system, real property, streets and highways or other capital improvement which project is to be undertaken by the *City*.
PURCHASE	Renting, leasing, purchasing, licensing or a trade of *Equipment* or *Supplies*.
PURCHASE ORDER	A *Purchaser's* document to formalize a *Purchase* transaction with a *Vendor*. Acceptance of a *Purchase Order* constitutes a *Contract*; a *Purchaser's* written offer to a supplier stating all terms and conditions of a proposed transaction.
PURCHASING DIVISION	The division and/or department within the organization to which the purchasing function has been delegated by the *Purchasing Agent*.
PURCHASING AGENT	The *Director of Finance* or his/her designated representative.
QUALIFIED BIDDER	A "qualified" bidder, is a bidder that demonstrates the following characteristics: (1) can provide product quality, fitness, and capacity for the required usage. (2) has the ability, capacity, and skill to perform the contract or provide the service required. (3) has demonstrated character, integrity, reputation, judgment, experience, and efficiency, particularly with reference to past purchases by the city or other public agencies. (4) has the ability to perform within the time required. (5) has shown quality of performance and/or of products provided in previous contracts or services with the city or other public agencies. (6) Note: Previous documented incidents of

	unsatisfactory performance and/or unsatisfactory delivery, materials, or services may also result in a determination of unqualified.
QUOTATION	A *Bid*. A statement of price, terms of sale, and description of goods or services offered by a prospective seller to a prospective *Purchaser*, usually for *Purchases* below the amount requiring *Formal Bidding*.
REQUEST FOR PROPOSAL (RFP)	All documents, whether attached or incorporated by reference, utilized for soliciting competitive *Proposals*. The *RFP* procedure permits negotiation of *Proposals* and prices as distinguished from *Competitive Bidding* and a Notice Inviting *Bids*. The procedure allows changes to be made after *Proposals* are opened and contemplates that the nature of the *Proposals* and/or prices offered will be negotiated prior to *Award*.
REQUEST FOR QUOTATION (RFQ)	The document generally used for seeking competition on small *Purchases* or on any *Purchase* that does not require competitive *Sealed Bidding*. Can be used for obtaining price and delivery information for *Sole Source* and emergencies. Also, see *Quotation*.
RESPONSIBLE BIDDER	A person who has the capability in all respects to perform in full the *Contract* requirements, and the integrity and reliability which will assure good faith performance.
RESPONSIVE BIDDER	(1) A person who has submitted a *Bid* which conforms in all material respects to the Notice Inviting *Bids* (NIB) or (2) one whose *Bid* conforms in all material respects to the terms and conditions, *Specifications,* and other requirements of the NIB.
SEALED BID	A *Bid* which has been submitted in a sealed envelope to prevent its contents from being revealed or known before the deadline for the submission of all *Bids*; required on *Formal Bids*.

SOLE SOURCE	An *Award* for a commodity or service to the only reasonably known capable supplier due to the unique nature of the requirement, the supplier, or market conditions.
SPECIFICATIONS	A description of what the *Purchaser* seeks to buy or accomplish, and consequently, what a *Bidder* must be responsive to in order to be considered for *Award* of a *Contract*. A *Specification* may be a description of the physical or functional characteristics, or the nature of a supply or service. It may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.
SPLIT	To divide a *Purchase* into two or more parts in order to avoid the requirements of the Purchasing Policy. This action is prohibited by the Policy. Example : Split: If a department knows it will use $26,000.00 of a particular supply in one fiscal year and they place two orders six months apart to keep each order below the $25,000.00 limit, the action is considered *Splitting* and is not allowed under the policy. Not Split: If a department hires ABC Engineering to prepare a fee study for $8,000 and also hires the same company to oversee a capital improvement project for $9,000, the action is not considered splitting.
SUPPLIES	Office *Supplies*, janitorial *Supplies*, materials, goods, tools, or other commodities used in the general conduct of the *City's* business, excepting *Supplies* or materials for a *Public Work* which is regulated under the *Public Contract Code* section 20160, et seq.

SURPLUS PROPERTY	Any City personal property that is no longer needed or usable by the holding department.
VENDOR	A supplier of goods or services.
WARRANTY	The representation that something is true. Not to be confused with "*Guarantee*". A representation of utility, condition, and durability made by a *Bidder* or offeror for a product offered.

CITY OF BISHOP
ADMINISTRATION

City Clerk

DEFINITION

To perform highly responsible administrative support to the City Administrator and the City Council including preparation and recording of the activities and decisions of the City Council; process and maintain official City documents and records and ensure compliance with legal requirements for municipal records management; administrate municipal elections; and to serve as City Clerk and Risk Manager.

SUPERVISION RECEIVED AND EXERCISED

- Receives general supervision from the City Administrator
- May exercise functional or technical supervision over clerical staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Duties may include, but are not limited to:

- Serve as City Clerk to the City Administrator;
- Assist the City Administrator with policy direction from the City Council;
- Assist the City Administrator with the development and implementation of goals, objectives, policies and procedures;
- Organize and prepare agendas and staff reports for City Council meetings; prepare applicable public notices for agenda items as needed; attend regular and special Council meetings to oversee or perform the recording, preparation, and maintenance of notes and minutes of proceedings and record in the official minute books;
- Receive, prepare and process actions of the City Council with respect to resolutions, ordinances, petitions, bids, agreements and other documents; prepare follow-up correspondence on City Council actions; prepare proclamations as directed; receive, index, classify, purge, and file records applicable to official actions taken by the City Council; plan and participate in the publication, filing, indexing and safekeeping of all proceedings of the City Council;
- Provide official notification to the public regarding public hearings including legal advertising of notices; certify City documents; attest to proper execution of all public documents; serve as custodian of official records and archives of the City including ordinances, resolutions, contracts, agreements, deeds, insurance, and minutes; certify copies as required;

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- Administer the candidate process and other related election activities for municipal elections or special elections consolidated with County of Inyo general elections in November on even-numbered years; coordinate with County of Inyo elections office; ensure compliance with Local, State, and Federal laws;
- Record and certify all Ordinances and Resolutions; maintain Ordinance book and Resolution files; and maintain the City's Municipal Code in both its' paper and on-line versions;
- Help manage and produce the City's annual Fee Schedule to establish current fees and charges for City services; annually establish a timeline for processing department requests for changes pursuant to the Municipal Code and State law to become effective at the beginning of each fiscal year; schedule and notice public hearings as required;
- Distribute and process Fair Political Practices Commission documents and materials; serve as filing officer for statements of economic interest for elected officials, candidates, and designated employees as required by law;
- Provide support services to the City Administrator and City Council by assisting with correspondence, conference reservations, scheduling of meetings coordinating special events, and ordering supplies;
- Assist the public and City staff by answering questions or directing questions to the proper department, providing information, and researching assistance
- Prepare, administer, and file oaths of allegiance for City employees and Commissioners; prepare and file oaths of office for elected officials;
- Receive and transmit accident reports, potential claims, and claims filed against the City to the insurance carrier and City Attorney; participate in annual reports required by the California Joint Powers Insurance Authority;
- Assist other Administrative staff when available;
- Develop and distribute annual calendars for the City Council and Commission meetings; and
- Perform other duties for the City Administrator as assigned.

QUALIFICATIONS

Knowledge of:

- Modern municipal administrative methods and procedures, organizations, and functions.
- Principles of public and business administration including municipal finance, and risk management administration.

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- Current social, political, and economic trends that may effect the running of municipal government.
- Applicable Federal, State, and Local laws, rules and regulations regarding local government operations.
- Principles of effective public relations and inter-relationships with community groups and agencies, private businesses and firms, and other levels of government.

Ability to:

- Provide effective leadership and coordinate the various activities of a municipal organization.
- Analyze, interpret, summarize and present administrative and technical information and data in an effective manner.
- Appraise situations and people accurately and quickly and adopt an effective course of action.
- Serve effectively as the administrative agent of the City Administrator.
- Select, supervise, train, and evaluate staff.
- Follow oral and written directions; utilize proper English usage, spelling, vocabulary, grammar, and punctuation; strong business writing and communication skills.
- Take minutes of public meetings; communicate effectively with individuals and in group settings in written and oral form.
- Develop and maintain effective and cooperative working relationships with the City Administrator, City Council, City staff, outside agencies and the public; work independently and with the City Administrator exercising sound judgment and decision making skills, problem analysis and resolution.
- Utilize a variety of computer software applications including word processing at a minimum speed of 60 wpm; spreadsheet applications; utilize modern technology and equipment; organize and prioritize work to accomplish goals within required time frames; maintain confidentiality and handle sensitive information; work necessary hours and time to accomplish goals, objectives and required tasks; attend meetings in the evenings as required.
- Understand pertinent Federal, State, and Local laws, Codes, Rules and Regulations related to the responsibilities of the City Clerk's Office including but not limited to the Ralph M. Brown Act, the California Elections Code as it relates to municipalities, California Public Records Act, Conflict of Interest regulations, Political Reform Act, and other related reporting requirements.
- Provide information and organize material in compliance with all laws, regulations and policies.
- Respond or direct appropriately inquiries, complaints, and requests from the public.
- Communicate clearly and concisely, both orally and in writing.
- Cross train so as to perform administrative tasks for other Administrative Staff as required.

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EXPERIENCE AND TRAINING GUIDELINES

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

Experience:

- Eight years of progressively responsible experience in an administrative, managerial, or staff capacity in a municipal organization, involving the responsibility of the planning, organization, implementation, and supervision of varied work programs.

Training:

- Equivalent of a bachelor's degree from an accredited college or university with major course work in public administration, business administration, or a closely related field. A Certified Municipal Clerk (CMC) designation is highly desirable.

TOOLS AND EQUIPMENT USED

- Personal computer, including word processing and spreadsheet software and other specialized software, central financial computer system, telephone, 10-key calculator, phone, copy machine, fax machine, and postage machine.

PHYSICAL, MENTAL AND EMOTIONAL REQUIREMENTS

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

- The employee must be physically able to sit for extended periods of time at a desk writing, talking on the phone, checking emails, or inputting data on a computer in a climate controlled office under artificial lighting, and attending both on and off-site meetings. Minimal travel within the local area is required and occasional trips within the State may be required.
- The employee must have the ability to develop and maintain cooperative working relationships; remain composed and respond appropriately to difficult situations; recognize emotionally charged issues or problems, cope effectively with various responses and apply sound judgment in problem solving.
- While performing the duties of this job, the employee is occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; push and pull; talk or hear; and smell.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

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WORK ENVIRONMENT

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

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

SELECTION GUIDELINES

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

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

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

Approved by Council:

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CITY OF BISHOP
MONTHLY SALARY SCHEDULE
July 1, 2025 - June 30, 2026

ADMINISTRATION

Position	Step 1	Step 2	Step 3	Step 4	Fixed
City Administrator					$15,745
Assistant to the City Administrator (Not Filled)	$8,006	$8,807	$9,598		
City Clerk	**$7,328**	**$8,059**	**$8,865**		
Personnel/Payroll & Benefits Specialist					$8,365
Executive Secretary/Assistant City Clerk (Not Filled)	$5,717	$6,291	$6,920	$7,612	
Administrative Support Assistant	$4,983	$5,483	$6,029	$6,634	

FINANCE DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Finance Director	$8,865	$9,752	$10,726		
Accounting Secretary/Budget Manager (Not Filled)	$5,718	$6,291	$6,920	$7,612	
Administrative / Accounting Assistant (Not Filled)	$4,529	$4,985	$5,481	$6,031	

COMMUNITY SERVICES DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Community Services Director (Not Filled)					$11,913
Community Services Manager					$8,041
Community Services Administrative Assistant	$4,529	$4,985	$5,481	$6,031	
Parks Supervisor	$4,921	$5,384	$5,956	$7,011	
Recreation Supervisor (Not Filled)	$4,687	$5,158	$5,672	$6,677	
Parks Facilities Lead Worker	$4,472	$4,919	$5,411	$5,952	

FIRE DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Fire Chief					$11,913
Deputy Fire Chief (Not Filled)					$10,358
Assistant Fire Chief (Not Filled)	$3,646	$4,010	$4,412	$4,852	
Fire Captain	$5,341	$5,877	$6,465	$7,114	
Engineer	$4,529	$4,985	$5,481	$6,031	
Administrative Assistant	$4,529	$4,985	$5,481	$6,031	

POLICE DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Chief					$13,858
Captain					$11,394
Sergeant	$7,773	$8,550	$9,404		
Corporal	$6,928	$7,621	$8,382		
Police Officer	$6,357	$7,063	$7,850		
Police Officer in Training	$4,802	$5,281	$5,811		
Community Services Officer	$4,529	$4,985	$5,481		
Police Records Clerk	$4,529	$4,985	$5,481	$6,031	
Police Services Technician	$4,583	$5,041	$5,545	$6,100	
Senior Communications Operator	$5,281	$5,810	$6,391	$7,029	
Communications Operator	$4,536	$5,039	$5,599	$6,221	

CITY OF BISHOP
MONTHLY SALARY SCHEDULE
July 1, 2025 - June 30, 2026

PUBLIC WORKS DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Public Works Director					$12,979
Public Works Superintendent					$10,174
Public Works Supervisor	$6,496	$7,146	$7,858	$8,645	
Building Inspector / Code Enforcement Officer	$5,750	$6,325	$6,957	$7,653	
Engineering Technician III	$5,750	$6,325	$6,957	$7,653	
Engineering Technician II	$5,106	$5,617	$6,178	$6,796	
Engineering Technician I	$4,583	$5,041	$5,545	$6,100	
Lead Maintenance Worker (Not Filled)	$5,341	$5,877	$6,465	$7,114	
Maintenance Worker	$4,921	$5,384	$5,956	$6,551	
Public Works Secretary	$4,529	$4,985	$5,481	$6,031	

PLANNING DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Principal Planner					$8,667
Assistant Planner (Not Filled)	$5,341	$5,877	$6,465	$7,114	

Cost of Living Adjustments for Miscellaneous, Mid-Management, Management, and Bishop Police Officers Association contracts for Fiscal Years as follows: 2025/2026 - 2.5%

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

Approved by Council on:

Effective Date:

Agenda Item: 11.C
Date of Meeting: April 27, 2026
Department: Planning

STAFF REPORT

To:	City Council
From:	Ana Budnyk
Subject:	**Second Reading and Adoption of an Ordinance Adding a New Chapter 17.39 – Residential Care Facilities to Title 17- Zoning**
Prepared On:	April 22, 2026
Attachments:	NEW_CHAPTER 17.39. RESIDENTIAL CARE FACILITIES PC Resolution No. 2026-01 Title 17 Amendments Public Hearing Notice

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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:
Staff has revised Section **17.39.030. Permitted** uses and **17.39.040 Conditionally Permitted Uses**. Unlicensed group homes with more than six clients are permitted in the R-1 zone. Licensed group homes with more than six clients are not permitted by right.

3. ~~Licensed~~ Unlicensed Group Homes with more than six clients in the R1 zone.

State Law (HCD GROUP HOME TECHNICAL ADVISORY Brochure, December 2022) :
Group homes that operate as single-family residences and that do not provide licensable services should be allowed in single-family neighborhoods, subject only to the generally applicable, nondiscriminatory health, safety, and zoning laws that apply to all single-family residences. **This is true even if these homes have more than six residents.** Because these homes are not providing licensable services, they should be treated the same as other residences.

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:
City Council consideration to approve the second reading and adoption of an ordinance related to residential care facilities (by title only) with the recommended staff changes revising Section **17.39.030. Permitted** uses and **17.39.040 Conditionally Permitted Uses**.

Approved By: Robin Picken 4/22/2026
Approved By: Dean Pucci 4/22/2026
Approved By: Pam Foster 4/22/2026
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~~ Unlicensed 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~~ Unlicensed 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 CAIFORNIA, 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 M. Leitch

Erik Leitch, Chair

ATTEST: Pam Foster, Planning Director

By: Robin Picken

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.

~~2~~3. 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.~~

~~3~~4. 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.

~~4~~5. 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.

~~5~~6. 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.~~

~~6~~7. 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.

~~7~~8. 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.

~~8~~9. 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.

~~9~~10. 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.~~

~~10~~11. 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.

~~11~~12. 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.

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.

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.

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: 11.D
Date of Meeting: April 27, 2026
Department: Planning

STAFF REPORT

To:	City Council
From:	Ana Budnyk
Subject:	**Second Reading and Adoption of an Ordinance Amending Chapter 17.38 ES Emergency Shelter Combining District**
Prepared On:	April 22, 2026
Attachments:	Ordinance Amending Chapter 17.38 ES Emergency Shelter Combining District PC Resolution No. 2026-01 Title 17 Amendments Public Hearing Notice

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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:

- Norco (small city, Inland Empire) Capacity: Up to 30 occupants total
- Foster City (small Bay Area city) Capacity:25 beds, 20 persons max
- 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:
City Council consideration to approve the second reading and adoption of an ordinance amending Chapter 17.28 ES Emergency Shelter Combining District (by title only).

Approved By: Robin Picken 4/22/2026
Approved By: Dean Pucci 4/22/2026
Approved By: Pam Foster 4/22/2026
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.

~~5~~6. 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.~~

~~6~~7. 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.

~~7~~8. 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.

~~8~~9. 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.

~~9~~10. 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.~~

~~10~~11. 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.

1112. 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 CAIFORNIA, 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 M. Leitch

Erik Leitch, Chair

ATTEST: Pam Foster, Planning Director

By: Robin Picken

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.

~~2~~3. 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.~~

~~3~~4. 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.

~~4~~5. 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.

~~5~~6. 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.~~

~~6~~7. 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.

~~7~~8. 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.

~~8~~9. 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.

~~9~~10. 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.~~

~~10~~11. 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.

~~11~~12. 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.

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.

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.

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: 11.E
Date of Meeting: April 27, 2026
Department: Planning

STAFF REPORT

To: City Council

From: Ana Budnyk

Subject: **Second Reading and Adoption 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 22, 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:
City Council consideration to approve the second reading and adoption of an ordinance amending Chapter 17.08 (by title only).

Approved By: Robin Picken 4/22/2026
Approved By: Dean Pucci 4/22/2026
Approved By: Pam Foster 4/22/2026
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 CAIFORNIA, 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 M. Leitch

Erik Leitch, Chair

ATTEST: Pam Foster, Planning Director

By: Robin Picken

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.

~~2~~3. 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.~~

~~3~~4. 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.

~~4~~5. 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.

~~5~~6. 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.~~

~~6~~7. 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.

~~7~~8. 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.~~

1011. 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.

1112. 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.

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.

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.

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

City of Bishop
Planning Commission

There will be no Planning Commission Meeting
Tuesday, April 28, 2026

The next regularly scheduled meeting will be
May 27, 2026

Bishop City Council Chambers
301 West Line Street
Bishop, CA 93514
760-873-8458

Agenda Item: 12.A
Date of Meeting: April 27, 2026
Department: Administration

STAFF REPORT

To: City Council

From: Robin Picken

Subject: **Public Hearing and Adoption of a Resolution Amending and Restating Certain Fees and Charges for Fiscal Year 2026-2027 City Services**

Prepared On: April 17, 2026

Attachments: Notice of Public Hearing
Fire Department Staff Memorandum - Proposed FY 26-27 Public Safety Fees and Charges
Resolution - Fiscal Year 2026-2027 Fees and Charges

Background/History:
Each year all departments are requested to review fees and charges to determine if they cover the full costs reasonably borne for providing those services.

As part of the process, holding a public hearing and providing proposed changes to the public are required by Chapter 3.22 of the Bishop Municipal Code. The Council will conduct a public hearing at today's April 27, 2026 regular meeting to hear and consider public input on amending and restating certain fees and charges for City services.

Proposed changes for Fiscal Year 2026-2027 were submitted by the Bishop Fire Department.

As noticed, after the City Council closes the Public Hearing, the City Council will consider adopting the proposed resolution amending and restating certain fees and charges for City services. Pursuant to Bishop Municipal Code Section 3.22.040 B, fees and charges will be effective in sixty (60) days after adoption and execution of an executive order by the City Administrator and no written appeal has been filed. The Bishop Fire Department - Public Safety fees and charges will be effective July 1, 2026 following the sixty (60) days as stipulated. Fees and charges for all other departments, unless otherwise dictated by state or federal law, will not be effective until July 1, 2026. Existing fees and charges shall remain in effect and unchanged until these dates.

Analysis/Discussion:
Please refer to the staff memorandum attached outlining the proposed changes to the Fiscal Year 2026-2027 fees and charges schedule.

Impacts to Council Goals and Strategic Planning Priorities:

Impacts to Council Goals and Strategic Planning Priorities:
Meets Strategic Plan Mission 3: Sustain public infrastructure by ensuring its safety, functionality, and sustainability while improving residents' and visitors' overall quality of life.

Budget Impacts:
Unless otherwise dictated by state or federal law, if the proposed resolution amending and restating certain fees and charges for Fiscal Year 2026-2027 is adopted on April 27, 2026 the proposed public safety fees from the Bishop Fire Department will be effective July 1, 2026, and all other departments will become effective July 1, 2026. Existing fees and charges shall remain in effect and unchanged until these dates.

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

Recommended Action:
Council will hold a public hearing to hear and consider public input on amending and restating certain fees and charges for Fiscal Year 2026-2027 City services.

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

Approved By: Robin Picken 4/22/2026
Approved By: Dean Pucci 4/22/2026
Approved By: Pam Foster 4/22/2026
Approved By:

NOTICE OF PUBLIC HEARING
CITY OF BISHOP FEES AND CHARGES

NOTICE IS HEREBY GIVEN that the Bishop City Council will hold a public hearing at their regular meeting on Monday, April 27, 2026 at 6:00 p.m. in the Bishop City Council Chambers located at 301 West Line Street, Bishop, to hear and consider citizen input on proposed amendments to fees and charges for city services established by resolution.

Departmental staff reports of the proposed increases and decreases in fees and charges are available for public review at City Hall, 377 West Line Street, Bishop, California, and the City's website at www.cityofbishop.ca.gov.

PROPOSED FEES AND CHARGES:

Public Safety – Changes in fees and charges have been proposed under the Public Safety Fees - Response and Operation Fees (PS-28 and PS-29), and State Mandated and Local Fire Prevention Inspection Fees (PS-31).

Any persons wishing to comment are invited to attend said hearing, or send written comments to the City Council, 377 West Line Street, Bishop, California 93514 on or before the time of said hearing. Any questions can be directed to the Administration Department at 760-873-5863 Extension 124.

Published: April 16, 2026 and April 23, 2026

Bishop Volunteer Fire Department

April 2, 2026

To: Robin Picken, City Clerk
From: Adam Marcellin, Deputy Fire Chief
Subject: Bishop Fire Department/ Proposed changes to Fiscal Year 2026-2027 Fees and Charges

General:
It has been requested to update the current Fees and Charges as stated below.

Bishop Fire Department
The Bishop Fire Department is requesting the following adjustments to the Public Safety Fees and Charges Schedule: PS-28 Basic Life Support EMS standby-events (per hour) will have one set fee per hour; PS-29 Fire Apparatus Suppression or Rescue Response is updated with the approved Fire Recovery USA contract fees; and PS-31 Fire Prevention Inspections have been updated from a One Time Fee to an Annual Fee, with an additional category "Detention" occupancy to be charged biennially.

Response and Operation Fees

No.	Title/Description	Fees/Charges
PS-27	False Alarm- 3rd false alarm in a 12-month period and all subsequent false alarms.	$300.00
PS-28	Basic Life Support EMS standby- events (per hour): ~~- 1 personnel with EMS equipment~~ ~~- 2 personnel with EMS equipment~~ ~~- 3 personnel with EMS equipment~~	$200 includes personnel ~~$30~~ ~~$60~~ ~~$100~~
PS-29	Fire Apparatus Suppression or Rescue Response - Non-resident / Out of District Responses (per hour) **MOTOR VEHICLE INCIDENTS** Level 1 Provide hazardous materials assessment and scene stabilization.	~~$255~~ $637.00

	Level 2 Includes Level 1 services as well as clean up and material used (absorbents) for hazardous fluid clean up and disposal.	$726.00
	Level 3- CAR FIRE 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	$886.00
	ADD-ON SERVICES:	
	Extrication- Includes heavy rescue tools, ropes, airbags, cribbing etc.	$1915.00
	Creating a Landing Zone- Includes Air Care (multi-engine company response, mutual aid, helicopter)	$584.00
	HAZMAT	
	Level 1 Basic Response Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.	$1,029.00
	Level 2 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.	$3,673.00
	Level 3 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	$8,673.00

	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 per HAZMAT team.**	$391.00
	FIRES Includes scene safety, investigation, and fire/hazard control Per Engine per hour	$585.00
	Per Truck per hour	$732.00
	ILLEGAL FIRES 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. Per Engine per hour	$585.00
	Per Truck per hour	$732.00
	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).	$600.00
	Per hour, per rescue person	$72.00
	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.	$1,205.00
	Per hour, per rescue person	$72.00
	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.	$2,984.00
	Per hour, per rescue person Per hour, per HAZMAT team member	$72.00 $140.00
	BACK COUNTRY OR SPECIAL RESCUE	
	Response vehicle per hour per response vehicle	$600.00
	Per rescue person per hour	$72.00
	MISCELLANEOUS/ADDITIONAL TIME ON SCENE	

	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. Per Chief per hour Engine biller per hour Truck billed per hour Command per hour Miscellaneous equipment	 $367.00 $585.00 $732.00 $367.00 $440.00
PS-30	Ambulance Transport Fees Transport fees are based on current year approved Inland Counties Emergency Agency (ICEMA) Inyo County Ground Ambulance Service rate. See: www.sbcounty.gov/icema	Based on ICEMA Current Fees and Charges

State Mandated and Local Fire Prevention Inspection Fees

No.	Title/Description	Fees/Charges
PS-31	Fire Prevention Inspections	
	Hospital	~~$775.00 **~~ $775.00*
	School	~~$525.00**~~ $525.00*
	Preschool/ Daycare	~~$150.00**~~ $150.00*
	Care Facility/ Nursing Home/ In Home Adult Care	~~$375.00**~~ $375.00*
	Apartments/ Condos <5 Units >5 Units	~~$150.00**~~ $150.00* ~~$275.00**~~ $275.00*
	Motels/ Hotels <20 Units >20 Units	~~$150.00**~~ $150.00* ~~$275.00**~~ $275.00*

	Churches	$100.00**
	Detention	$375.00***
	Group F – Fabrication, Finishing, Manufacturing <5000 Sq.ft >5000 Sq.ft	 $150.00** $275.00**
	Group S – Storage <5000 Sq.ft >5000 Sq.ft	$150.00** $275.00**
	FEE AND CHARGES KEY: * = Annually; ** = One Time Fee, *= Biennially**	
	State Mandated and Local Fire Prevention Inspection Fees - Continued	
No.	**Title/Description**	**Fees/Charges**
	Warehouse Inspections (B, M, F, and S) <5000 Sq.ft >5000 Sq.ft	$150.00** $275.00**
	Ordinary Hazard- Fire Prevention Inspection	$100.00**
	Vacant Buildings <5000 Sq.ft >5000 Sq.ft	$150.00** $275.00**
	Fire Hydrant Flow	$100.00**
	Wildland Urban Interface Inspection	$100.00**
	Re-inspections (1st reinspect- no charge) all subsequent	$100.00**
	FEE AND CHARGES KEY: * = Annually; ** = One Time Fee, *= Biennially**	

RESOLUTION NO. 2026-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, AMENDING AND RESTATING CERTAIN FEES AND CHARGES FOR CITY SERVICES

WHEREAS, the City of Bishop has conducted an extensive and exhaustive analysis of its services, the costs reasonably borne of providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services; and

WHEREAS, the City wishes to comply with both the letter and the spirit of Article XIIIB of the California Constitution and limit the growth of taxes; and

WHEREAS, the City desires to establish a policy of recovering the full costs reasonably borne of providing special services of a voluntary and limited nature, such that general taxes are not diverted from general services of a broad nature and thereby utilized to subsidize unfairly and inequitably such services; and

WHEREAS, heretofore the City Council adopted Ordinances No. 479 and No. 507 establishing its policy as to the recovery of costs reasonably borne to be recovered from users of City services; adopted Ordinance No. 538 updating Section 3.22.040 Schedule of fees and service charges; and directed staff as to the methodology for implementing said Ordinances; and

WHEREAS, the specific fees to be charged for services must be adopted by the City Council by Resolution, after providing notice and holding a public hearing; and

WHEREAS, a schedule of fees and charges to be paid by those requesting such special services must be adopted so that the City might carry into effect its policies; and

WHEREAS, it is the intention of the City Council to develop a revised schedule of fees and charges based on the City's budget and projected costs reasonably borne; and

WHEREAS, pursuant to California Government Code § 66016 the required information on proposed new or increased fees or services charges was provided by mail and available for general public review as required by state law and Bishop Municipal Code Section 3.22.060; and

WHEREAS, all requirements of law are hereby found to have been complied with;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP finds after considering the evidence presented, that the fees imposed hereby do not exceed the City's costs reasonably borne.

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

SECTION 1. FEE SCHEDULE ADOPTION. The following schedule of fees and charges are hereby directed to be computed by and applied by the various City departments, and to be collected by the appropriate department or the City Finance

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Department for the herein listed special services when provided by the City or its designated contractors.

SECTION 2. SEPARATE FEE FOR EACH PROCESS. All fees set by this resolution are for each identified process; additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per-unit-of-measurement basis, the fee is for each identified unit or portion thereof within the indicated ranges of such units.

SECTION 3. FEES. The fees shall be charged and collected for the enumerated services as indicated in Exhibit "A".

SECTION 4. INTERPRETATIONS. This Resolution may be interpreted by the several City department heads in consultation with the City Administrator; should there be a conflict between two fees, then the lower in dollar amount of the two shall be applied.

SECTION 5. WAIVER OF FEES. The City Council may waive fees established by this Resolution and may delegate authority to the City Administrator or applicable department head to waive fees when determined that charging the fee would not be in the public interest, including but not limited to: reciprocal services provided by other public agencies, services provided under mutual aid agreements, or demonstrated personal hardship. All waivers shall be documented and reported to the City Council quarterly.

SECTION 6. CONSTITUTIONALITY. If any portion of this Resolution is declared invalid or unconstitutional then it is the intention of the City Council to have passed the entire Resolution and all its component parts, and all other sections of this Resolution shall remain in full force and effect.

SECTION 7. REPEALER. All resolutions and other actions of the City Council in conflict with the contents of this Resolution are hereby repealed.

SECTION 8. EFFECTIVE DATE. This Resolution shall go into full force and effect immediately. Pursuant to Bishop Municipal Code Section 3.22.040 B, fees and charges will be effective in sixty (60) days after adoption and execution of an executive order by the City Administrator and no written appeal has been filed. Existing fees and charges shall remain in effect and unchanged until the rates set forth in this resolution go into effect.

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

_____
Stephen Muchovej, Mayor

ATTEST: _____
Robin Picken, City Clerk

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EXHIBIT "A"

CITY OF BISHOP FEES AND CHARGES
FISCAL YEAR 2026-2027

ADMINISTRATION & FINANCE SERVICES

No.	Title/Description	Fees/Charges
AF-1	New/Moved Business Application Process	-0-
AF-2	Business License Fees	
	Four Employees or less and not otherwise specified	$44.00 annually
	Five Employees, less than ten, and not otherwise specified	$124.00 annually
	Ten Employees or more and not otherwise specified	$204.00 annually
	Having no Fixed or Permanent Residence in City which conducts business daily in the City	$54.00 annually per vehicle/or person
	Having no Fixed or Permanent Residence in City which does not conduct business daily in the City	$54.00 daily or $400.00 annually each vehicle/or person
	Amusements Generally	$204.00 annually
	Bowling Alleys	$44.00 annually per alley
	Public Dancing	$204.00 annually
	Circuses, Carnivals, etc.	$54.00 per day
	Contractors and Subcontractors	$104.00 annually
	Itinerant Locksmiths, Tool Sharpeners, etc.	$3.50 per day or $104.00 annually
	Pool Halls, Social Clubs, etc.	$17.00 annually each pool table and $104.00 annually for each card table
	Professions	$44.00 annually
	Sound Trucks, Loud Speakers with permanent place of business in City	$104.00 annually
	Out of City	$13.50 per day or $204.00 annually
	Past Due Business License Penalty	10% per month
AF-3	Bingo Fees	$15.00 annually
AF-4	New T.O.T. Registration Certificate	-0-
	FEE AND CHARGES KEY: * = Annually; ** = One Time Fee, ***Biennially	

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No.	Title/Description	Fees/Charges
AF-5	Returned Check (NSF) Processing/Charge Back Fee	$25.00 each
AF-6	Printed Materials/Map Production Sale	$1.00 page
AF-7	Document Certification/Copying	$.10 per page
AF-8	Records Research Service	Actual Cost
AF-9	City Code and Zoning Code Update	-0-
AF-10	Agenda/Minutes Mailing Service	-0-
AF-11	City Meeting Recording Copies	Actual Cost
AF-12	Short Term Rental Application Fee	$314 annually
AF-13	Administrative Fines - The administrative fine for the first offense of the City's Municipal Code shall be up to $100; up to $200 for the second offense within the same year, and up to $500 for each additional offense within the same year. (Pursuant to Resolution 2019-02)	Up to $100.00 Up to $200.00 Up to $500.00
AF-14	Vacant Building Registration Processing Fee	$75.00 at time of submission and renewal
AF-15	Vacant Building Monitoring Fee	$75.00 at time of submission and quarterly

COMMUNITY SERVICES

No.	Title/Description	Fees/Charges
CS-1	Auditorium Rental	$50.00 First 4 hours $10.00/hour each additional hour
CS-2	Council Chambers Rental	$75.00 First 4 hours $15.00/hour each additional hour
CS-3	Conference Room Rental	$35.00 First 4 hours $5.00/hour each additional hour
CS-4	Outside Grounds Rental (Set up, Clean up, Supplies & Service)	$50.00 per rental ADDITIONAL - $10 For Electricity Outlet access
CS-5	Weddings	$150.00 per rental and a $50.00 refundable deposit
	FEE AND CHARGES KEY: * = Annually; ** = One Time Fee, ***Biennially	

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PARKS AND RECREATION

No.	Title/Description	Fees/Charges
PR-1	Ball Field Reservation with lights Reservation without lights	$15.00 an hour $10.00 - 2 hour maximum
PR-2	Tennis Lights	$8.00 per hour/time clock
PR-3	Softball/Baseball Tournaments (includes marking fields and lights)	$300.00 per tournament
PR-4	Tennis Courts without lights	$10.00 – 2 hour maximum
PR-5	League Play	Actual Cost
PR-6	Pool Rental	$100.00 hour/plus cost of aquatic personnel
PR-7	Swim Classes	$70.00 for 8 sessions
PR-8	Public Swim – Youth (4-17 years of age) Children under 3 years of age Free with Paying Adult	$6.00 daily rate $50.00-10 Use Pass
	Public Swim – Adult	$9.00 daily rate $40.00– 5 Use Pass
	Public Swim – Family Pass	$80.00– 18 Use pass
PR-9	Water Fitness Pass (Lap Swim and Aerobic classes)	$6.00 daily rate $100.00– 20 Use Pass
PR-10	Special City Sponsored Recreation Activities	Actual Cost
PR-11	Set up/Clean up Services (Electrical, Tables, Etc.)	Actual Cost
PR-12	City Park Vendor/Exhibitor Fees/Mule Days	$30.00 per space $55.00 per camp space
	City Park Vendor/Exhibitor Fees/Labor Day	$20.00 per space $55.00 per camp space
PR-13	Park Development Impact Fees	-0-
PR-14	Memorial Tree Program	$200 plus actual cost of tree purchase
	FEE AND CHARGES KEY: * = Annually; ** = One Time Fee, ***Biennially	

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PUBLIC SAFETY

No.	Title/Description	Fees/Charges
PS-1	Check Collection Fee	$25.00**
PS-2	Impound Fee	$125.00**
PS-3	Fingerprints Rolling either by paper and ink; or electronic Live Scan	$25.00**
PS-4	Report Copying – Accident Report Report Copying – Other Reports	$10.00** $10.00**
PS-5	Booking Fees	$130.00**
PS-6	Repossession Processing	$15.00**
PS-7	Parking Fines pursuant to Bishop Municipal Code Title 10 – Vehicles and Traffic Chapter 10.28 Sections 10.28.020 -10.28.200	$30.00 each violation
PS-8	Handicapped Parking Violations	$255.00**
PS-9	Burning Permit Fee	-0-
PS-10	<NO ASSIGNED FEE>	-0-
PS-11	<NO ASSIGNED FEE>	-0-
PS-12	<NO ASSIGNED FEE>	-0-
PS-13	<NO ASSIGNED FEE>	-0-
PS-14	Public Safety Development Impact Fees	-0-
PS-15	Criminal History Check Pursuant to California Family Code 6306	$10.00**
PS-16	Witness Fees-Civil Proceedings Pursuant to California Government Code 68097	$275.00 or actual costs, whichever is greater.
PS-17	Long Term Parking Permits – for six (6) month periods	$200 - Up to 20 feet long $250 - 20 to 40 feet long $300 – Over 40 feet long
PS-18	Fire Training Facility Use Fee The Fire Training Facility is a shared venture between the City of Bishop and the Bishop Rural Fire Protection District. Any cost benefit seen from city implemented fees will be divided equally between the two entities. The City of Bishop, Bishop Rural Fire Protection District, and our local government fire and emergency service agency partners are exempt from the Fire Training Facility Use Fee charges.	$50.00 for up to 4 hours per day $100.00 for over 4 hours per day
	FEE AND CHARGES KEY: * = Annually; ** = One Time Fee, ***Biennially	

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Fire Code Construction Plan Review Fees

No.	Title/Description	Fees/Charges
PS-19	Residential Fire Sprinkler Review	$150.00**
PS-20	Commercial Fire Sprinkler Review <5000 Sq.ft >5000 Sq.ft	$425.00** $725.00**
PS-21	Fire Alarm/ Fire Detection Systems Review	$425.00**
PS-22	Subdivision Review	$625.00**
PS-23	Kitchen Hood and Duct and Clean Agent	$275.00**
PS-24	Photovoltaic Systems (Commercial)	$425.00**
PS-25	Photovoltaic Systems (Residential)	$150.00**
PS-26	Unlisted Plan Review (Per Hour)	$150.00**

Response and Operational Fees

No.	Title/Description	Fees/Charges
PS-27	False Alarm- 3rd false alarm in a 12-month period and all subsequent false alarms.	$300.00
PS-28	Basic Life Support EMS standby- events (per hour): ~~- 1 personnel with EMS equipment~~ ~~- 2 personnel with EMS equipment~~ ~~3 personnel with EMS equipment~~	$200 includes personnel ~~$30~~ ~~$60~~ ~~$100~~
PS-29	Fire Apparatus Suppression or Rescue Response - Non-resident / Out of District Responses (per hour) **MOTOR VEHICLE INCIDENTS** Level 1 Provide hazardous materials assessment and scene stabilization. Level 2 Includes Level 1 services as well as clean up and material used (absorbents) for hazardous fluid clean up and disposal. Level 3- CAR FIRE 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- Includes heavy rescue tools, ropes, airbags, cribbing etc. Creating a Landing Zone- Includes Air Care (multi-engine company response, mutual aid, helicopter)	~~$255~~ $637.00 $726.00 $886.00 $1915.00 $584.00

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	HAZMAT	
	Level 1 Basic Response Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.	$1,029.00
	Level 2 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.	$3,673.00
	Level 3 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.	$8,673.00
	Each additional hour per HAZMAT team.	$391.00
	FIRES	
	Includes scene safety, investigation, and fire/hazard control	
	Per Engine per hour	$585.00
	Per Truck per hour	$732.00
	ILLEGAL FIRES	
	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	

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	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.	
	Per Engine per hour	$585.00
	Per Truck per hour	$732.00
	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).	$600.00
	Per hour, per rescue person	$72.00
	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.	$1,205.00
	Per hour, per rescue person	$72.00
	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	$2,984.00

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	material and contaminated equipment and material used at scene. Per hour, per rescue person Per hour, per HAZMAT team member **BACK COUNTRY OR SPECIAL RESCUE** Response vehicle per hour per response vehicle Per rescue person per hour **MISCELLANEOUS/ADDITIONAL TIME ON SCENE** 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. Per Chief per hour Engine biller per hour Truck billed per hour Command per hour Miscellaneous equipment	 $72.00 $140.00 $600.00 $72.00 $367.00 $585.00 $732.00 $367.00 $440.00
PS-30	Ambulance Transport Fees Transport fees are based on current year approved Inland Counties Emergency Agency (ICEMA) Inyo County Ground Ambulance Service rate. See: www.sbcounty.gov/icema	Based on ICEMA Current Fees and Charges

State Mandated and Local Fire Prevention Inspection Fees

No.	Title/Description	Fees/Charges
PS-31	Fire Prevention Inspections	
	Hospital	~~$775.00 **~~ $775.00*
	School	~~$525.00**~~ $525.00*
	Preschool/ Daycare	~~$150.00**~~ $150.00*
	Care Facility/ Nursing Home/ In Home Adult Care	~~$375.00**~~ $375.00*
	FEE AND CHARGES KEY: * = Annually; ** = One Time Fee, ***Biennially	

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	State Mandated and Local Fire Prevention Inspection Fees - Continued	
	Apartments/ Condos <5 Units >5 Units	~~$150.00**~~ $150.00* ~~$275.00**~~ $275.00*
	FEE AND CHARGES KEY: * = Annually; ** = One Time Fee, ***Biennially	
	Motels/ Hotels <20 Units >20 Units	~~$150.00**~~ $150.00* ~~$275.00**~~ $275.00*
	Churches	$100.00**
	Detention	$375.00***
	Group F – Fabrication, Finishing, Manufacturing <5000 Sq.ft >5000 Sq.ft	 $150.00** $275.00**
	Group S – Storage <5000 Sq.ft >5000 Sq.ft	$150.00** $275.00**
	Warehouse Inspections (B, M, F, and S) <5000 Sq.ft >5000 Sq.ft	$150.00** $275.00**
	Ordinary Hazard- Fire Prevention Inspection	$100.00**
	Vacant Buildings <5000 Sq.ft >5000 Sq.ft	$150.00** $275.00**
	Fire Hydrant Flow	$100.00**
	Wildland Urban Interface Inspection	$100.00**
	Re-inspections (1st reinspect- no charge) all subsequent	$100.00**
	FEE AND CHARGES KEY: * = Annually; ** = One Time Fee, ***Biennially	

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PLANNING

The fee shall be as described in the following table unless the actual cost is greater. If the actual cost is greater, the fee shall be the actual cost.

No.	Title/Description	Fees/Charges
PL-1	Zone Change Review	$1,500**
PL-2	Variance Review	$1,500**
PL-3	Zone Ordinance Amendment Review	$1,500**
PL-4	Appeals	$300**
PL-5	Conditional Use Permit Review and Process	$1,500**
PL-6	Specific Plan Review	$1,500**
PL-7	General Plan Amendment	$1,500**
PL-8	Categorical Exemption	$120**
PL-9	Environmental Initial Study	$1,500**
PL-10	EIR Staff Review	$2,500**
PL-11	Time Extension Review	$500**
PL-12	Tentative Parcel Map Review	$2,000**
PL-13	Tentative Tract Map Review	$2,500**
PL-14	Final Parcel Map Review	$500**
PL-15	Final Tract Map Review	$1,000**
PL-16	Certificate of Compliance	$1,000**
PL-17	Lot Line Adjustment Review	$1,000**
PL-18	Urban Lot Split Map Review (SB 9 Map)	$1,500**
PL-19	Planning Review Minor	$75**
PL-20	Planning Review Major	Actual cost**, require $200 deposit**
PL-21	In-Lieu Parking Fee	$500 per space**
	FEE AND CHARGES KEY: * = Annually; ** = One Time Fee, ***Biennially	

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PUBLIC WORKS

Building Fees

No.	Title - Description	Fees/Charges
BL-1	Building Permits	See charts below
BL-2	Administrative Fines - Pursuant to Resolution 2019-02:	
	First offense	Up to $200.00
	Second offense, within the same year	Up to $500.00
	Each additional offense, within the same year	Up to $1,000.00

Annual Construciton Cost Index Based Fee Increases

Commencing July 1st, 2021, and every July 1st thereafter, the fees established herein shall be increased or decreased in proportion to the Consumer Cost Index (CCI) for that year published in the Engineering News Record for the City of Los Angeles. The head of the Building and Safety Division of the Public Works Department shall determine the above-described CCI and publish a new schedule of permit fees reflecting the changes to the fees required by this section.

Standardized Fee Schedule

Standardized fees are in addition to all Building Permit Fees, unless otherwise noted.

Strong Motion Instrumentation Program (SMIP), based on Valuation:	
Residential	0.013% of Value
Commercial	0.028% of Value
California Building Standards Commission Revolving Fund (REV), based on Permit Fee:	
$1.00 to $25,000	$1.00
$25,001 to $50,000	$2.00
$50,001 to 75,000	$3.00
$75,001 to 100,000	$4.00
Every $25,000 or fraction thereof above $100,000	ADD $1.00
Continuing Education, based on Valuation	0.02% of Value

Building Valuation Fee Schedule

Value of Work	Fee Schedule
$1.00 to $500.00	$47.53
$501.00 to $2,000.00	$47.53 for the first $500.00 plus $5.10 for each additional $100.00 or fraction thereof, to and including $2,000.00
$2, 001.00 to $25,000.00	$124.21 for the first $2,000.00 plus $23.00 for each additional $1,000.00 or fraction thereof, to and including $25,000.00.

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$25,000.00 to $50,000.00	$676.61 for the first $25,000.00 plus $17.00 for each additional $1,000.00 or fraction thereof, to and including $50,000.00.
$50,001.00 to $100,000.00	$1,118.75 for the first $50,000.00 plus $12.26 for each additional $1,000.00 or fraction thereof, to and including $100,000.00.
$100,001.00 to $500,000.00	$1,731.75 for the first $100,000.00 plus $10.17for each additonal $1,000.00 or fraction thereof, to and including $500,000.00.
$500,001 to $1,000,000.00	$5,660.85 for the first $500,000.00 plus $8.30 for each additional $1,000.00 or fraction thereof, to and including $1,000,000.00.
$1,000,001.00 and up	$9,812.29 for the first $1,000,000.00 pls $5.34 for each additional $1,000.00 or fraction thereof.

Over the Counter / Predetermined Cost Schedule
Over the Counter permits are priced at the predetermined rates shown below and include SMIP, Revolving Fund, and Continuing Education fees.

Reroof (residential)	$312.51
HVAC replacement (heat/air)	$312.51
Air conditioner replacement – up to 3 ton	$312.51
Pellet / Wood Fireplace / Stoves	$207.53
Fire sprinklers (residential)	$429.16
Electrical panels (residential up to 400 amps)	$207.53
Sewer lateral (residential)	$207.53
Propane tank and/or gas line	$153.95
Hot Water Heater (residential)	$153.95

Plan Review Fee Schedule
Plan reviews may be conducted by the City of Bishop Building Department or a third party consultant. Plan reviews completed by a third party consultant will be charged at actual cost. Third party plan review can be requested by the applicant or assigned at the discretion of the Building Department.

Where plans are incomplete, inaccurate, or changed so as to require additional plan review beyond two plan checks, an additional plan review fee shall be charged at the current Senior Building Inspector hourly rate (one-hour minimum) for in-house plan checks and at the hourly rate of the outside plan check firm if the plans are routed to an outside plan checker.

Residential Construction	50% of Building Permit Fee
Commercial Construction	65% of Building Permit Fee

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Third Party Plan Review	Actual Cost
Pre-Application Plan Review Fee:	
Commercial	$251.21
Single Family Dwelling	$125.61
Garages and Additions	$62.80
Additional Plan Review, per review (one hour minimum)	Actual Cost

Plumbing Permit Fee Schedule

Issuance fee (plumbing only)	$49.46
In conjunction with a new structure	$23.74
Each building and mobilehome sewer lateral	$39.59
Each trap	$13.85
Water heater and/or vent	$13.85
Gas piping system (1 to 4 outlets)	$15.80
Each propane tank	$15.80
Each industrial waste pretreatment interceptor	$15.80
Each alteration or repair of water piping	$15.80
Each alteration or repair of drain or vent piping	$15.80
Each lawn sprinkler and backflow prevention system	$15.80
Miscelleanous apparatus	$29.71
Hydronic systems	$39.59
Fire Sprinklers	$115.94

Electrical Permit Fee Schedule

Issuance fee (electrical only)	$49.46
In conjuction with a new structure	$23.74
Temporary services	$23.74
Permanent services:	
200 amp or less	$23.74
201 amp to 1,000 amp	$39.59
Over 1,000 amps	$75.17
Unit fee schedule (lights, switches recepticles for the first 20 each)	$1.81
Each additional outlet over 20	$0.98
Residential fixed appliances (ranges, ovens washers, dryers etc)	$15.80
Miscellaneous apparatus, conduit, and conductors regulated by the California electrical code and not listed, each	$29.71

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Mechanical Permit Fee Schedule

Issuance fee (mechanical only)	$49.46
In conjunction with a new structure	$23.74
Installation or relocation of heating apparatus including forced air units, suspended heaters, wall heaters, etc., each	$23.74
Wood stoves	$23.74
Residential ventilation fans, each	$13.85
Residential exhaust and hood exhaust fans	$19.81
Commercial hood exhaust systems	$49.46
Residential refrigeration air conditioning systems:	
Up to three tons	$49.46
Up to five tons	$58.45
Commercial systems will be based on a valuation of per square foot of conditioned space.	$7.59
Repairs, alterations or additions to each appliance	$19.81
Air handlers:	
Up to 10,000 cfm	$23.74
Over 10,000 cfm	$49.46
Evaporative coolers	$19.81
Miscellaneous mechanical apparatus (boilers, compressors, etc.)	$29.71

Solar System Installation Fee Schedule

Base Permit Fee*	$158.86
Collector fee per square foot of collector area	$0.41
Plan review is based on Legilative Mandate and is approximately 50% of Permit Fee	~50% of Permit

*Does not include additional electrical and/or plumbing fees

Other Fees

Swimming Pools: construction below grade including piping and pump wiring	$197.89
Jacuzzi: mechanical, electrical, and plumbing systems	$118.71
Signs & Outdoor Lighting: permit fees shall be charged based on the valuation according to the building permit fee schedule, and if electrical is involved, each branch circuit	$59.37
Demolition: per structure	$119.22
No Permit Obtained: when any work for which a permit is required is started without having obtained the necessary permits, the permit fee will be doubled.	2 x Permit Fee
Reinspection: Third and subsequent reinspection necessitated by incomplete or faulty work, each reinspection	$90.57

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Mobile Home Fee Schedule

Mobile Homes fall under the jurisdiction of the State. However, foundations and in-ground plumbing and electrical should be permitted through the City prior to mobile home installation. Please note that septic/sewer systems are not allowed within the City of Bishop.

Standard mobile home placement	$365.93
Permanent foundation system	$762.16
Retro-fit foundation system	$356.31
Earthquake bracing	$158.35
Plumbing - Gas or Water (each)	$15.80
Electrical Panel	$23.74
Miscellaneous Apparatus	$29.71
Issuance fee	$23.74

General Public Works Fees

	Description	Fee
PW-1	Snow Removal	Not used
PW-2	Administration and Abatement of Weeds and Refuse	Actual Cost
PW-3	Right of Way Abandonment Request Process	Actual Cost
PW-4	Street Sweeping	Actual Cost
PW-5	Water, Sewer, and Storm Drain Maintenance	Actual Cost
PW-6	Street Maintenance	Actual Cost
PW-7	Large Format Plots and Maps	Actual Cost
PW-8	Encroachment Permit for other than construction	Actual Cost
PW-9	Encroachment Permit for construction:	
	$50,000 or less of work	0.5%, $20 minimum
	More than $50,000 work	$250 plus 0.1% of amount in excess of $50,000

Water and Sewer Fees

WA-1 and SW-1 are monthly charges for water and sewer and are subject to the requirements of Proposition 218. Because of this, they are not part of this fees and charges schedule.

One Time Water and Sewer Fees

	Description	Fee
WA-2	Water Service Permit	$50
WA-3	Water Service Construction Main to Curb Stop	Actual Cost

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WA-4	Water Backflow Preventers Test	Actual Cost
WA-5	Water Development Impact Fees	$2,000 per EDU
WA-6	Water Valve Box for Curb Stop Valve	$0
WA-7	Water Lien	Actual Cost
WA-8	Water Stem Use	$10 per fill, up to 2,000 gallons
		$20 per fill, over 2,000 gallons
SW-3	Sewer Service Construction Main to Property	Actual Cost
SW-4	Sewer Grease Interceptor Inspection	Actual Cost
SW-5	Sewer Development Impact Fee	$2,000 per EDU
SW-6	Sewer Lien	Actual Cost

Approved by City Council on: _____

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Agenda Item: 13.A
Date of Meeting: April 27, 2026
Department: Police

STAFF REPORT

To:	City Council
From:	Nate Derr
Subject:	**Flock Presentation**
Prepared On:	April 14, 2026
Attachments:	Flock Public Meeting - Power Point Presentation Flock Sharing Schmidt vs Norfolk

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Background/History:

Automated License Plate Reader (ALPR) technology has been used in various forms for several decades. Early license plate recognition systems were first developed in the 1970s and have since evolved significantly due to advancements in digital cameras, computing power, and cloud storage.

Today, ALPR systems are used throughout the United States by law enforcement agencies as investigative tools to help identify vehicles associated with criminal activity. These systems capture images of license plates and limited vehicle characteristics when vehicles pass a fixed camera location.

The Bishop Police Department utilizes technology provided by Flock Safety, which operates a network of stationary license plate reader cameras designed to assist investigations involving vehicles.

The purpose of the accompanying presentation is to provide the City Council and the public with a clear explanation of how this technology operates, including:

- what information is collected
- how the data is stored and secured
- who controls access to the information
- how sharing between agencies occurs
- the legal framework governing license plate observation

While ALPR technology can provide investigative leads that assist in solving crimes, the

use of any technology that collects information in public spaces raises important policy questions.

As with many forms of emerging technology, it is important that communities remain engaged in discussions regarding:

- privacy expectations
- transparency in government use of technology
- responsible data retention policies
- appropriate oversight and accountability

The Bishop Police Department recognizes that technological capabilities continue to evolve. It is important for agencies, policymakers, and the public to remain attentive to both the benefits and potential concerns associated with new technologies.

Maintaining public trust requires ongoing transparency and thoughtful evaluation of how tools are used.

Analysis/Discussion:

How ALPR Technology Works

ALPR cameras capture images of vehicles traveling on public roadways and record the following limited information:

- license plate number
- vehicle characteristics (color, make, body style)
- date and time of capture
- location of the camera

The system does not capture identifying information about drivers or passengers and does not use facial recognition technology.

Captured information is transmitted through encrypted cellular connections and stored securely using cloud infrastructure such as Amazon Web Services, one of the largest cloud computing platforms in the world. This infrastructure is commonly used by banks, hospitals, technology companies, and government agencies to store sensitive information securely.

Authorized law enforcement users may search the system for investigative purposes when vehicles are associated with reported crimes.

Impacts to Council Goals and Strategic Planning Priorities:
Community Relations and Transparency

Budget Impacts:
N/A

Legal Review:
City Attorney Pucci has reviewed this item and finds it complies with the Law.

Recommended Action:

Council to receive a presentation on Automated License Plate Reader (ALPR) technology.

Approved By: Ethan Aukee 4/14/2026
Approved By: Robin Picken 4/15/2026
Approved By: Dean Pucci 4/15/2026
Approved By: Pam Foster 4/21/2026

Flock Safety ALPR System

Public Information Presentation

City of Bishop Police Department

Purpose of This Presentation

- Provide factual information about the Flock Safety ALPR system
- Explain how data is stored and protected
- Explain how sharing and access controls work
- Address common public questions
- Provide a transparent overview for community discussion

What is ALPR?

- Automated License Plate Reader (ALPR) cameras capture vehicle license plates
- They record plate number, vehicle characteristics, date, time, and location
- Used to assist investigations involving vehicles
- Examples include stolen vehicles, violent crimes, and missing persons

What Flock Cameras Do NOT Do

- No facial recognition technology
- No identification of drivers or passengers
- No tracking of individuals
- No national database owned by Flock

Who Owns the Data?

- The local law enforcement agency owns and controls the data
- Flock Safety does not sell or control agency data
- Agencies decide who data is shared with
- Agencies can revoke sharing at any time

Data Retention

- Typical retention period: approximately 30 days
- After the retention period, data is automatically deleted
- Short retention periods help balance investigative use and privacy

How Data is Stored Securely

- Data is encrypted and transmitted to secure cloud servers
- Stored using Amazon Web Services (AWS) infrastructure
- AWS is widely used by banks, healthcare systems, and government
- Encryption protects data both during transmission and storage

Federal Access – Key Facts

- Federal agencies cannot see local Flock data by default
- Three steps must occur for access:
- 1. Local agency allows discoverability
- 2. Federal agency requests access
- 3. Local agency approves the request

Sharing with Other Agencies

- Other law enforcement agencies cannot access cameras without permission
- Local agencies control when and how data is shared
- Sharing can be approved, denied, or revoked at any time

Audit Logs and Accountability

- All searches in the system are logged
- Audit logs record who searched and when
- Searches must be tied to a documented investigation
- Logs can be reviewed for oversight and transparency

Common Misconceptions

- Myth: The system tracks people
- Fact: The system only captures vehicle information
- Myth: Federal agencies can automatically access the data
- Fact: Local agencies must approve any sharing

ALPR Systems History

- First Developed in the 1970's
- By 1980s and 1990s Law Enforcement started using ALPRs.
- Early 2000s there were widespread use by Law Enforcement.
- 2010s ALPR systems became networked
- Systems like Flock emerged

Plain View Doctrine and ALPR Technology

- Plain View Doctrine (Fourth Amendment principle):
- Law enforcement may observe and seize evidence without a warrant if it is visible from a lawful vantage point.
- **How this relates to ALPR systems:**
- • License plates are displayed publicly on vehicles by law.
- • Vehicles traveling on public roads are observable by anyone, including law enforcement.
- • ALPR cameras capture the same information an officer could observe from a lawful position.

- ALPR technology automates the observation of publicly visible license plates
- and records the time and location of that observation.

- Courts have generally recognized that observing license plates in public
- does not constitute a search under the Fourth Amendment.

Schmidt v. City of Norfolk (2019) – Background

- Court: U.S. Court of Appeals for the Fourth Circuit (2019).
- Issue: Whether automated license plate reader (ALPR) cameras collecting plate numbers on public roads violate the Fourth Amendment.
- Argument in the case:
- • A resident argued that collecting and storing license plate data allowed the government to track vehicles without a warrant.

Schmidt v. City of Norfolk – Court Decision

- Key Findings:
- • License plates are required by law to be publicly displayed on vehicles.
- • Observing license plates on public roads does not create a reasonable expectation of privacy.
- • ALPR systems automate observations officers could make from a lawful public location.

Conclusion:

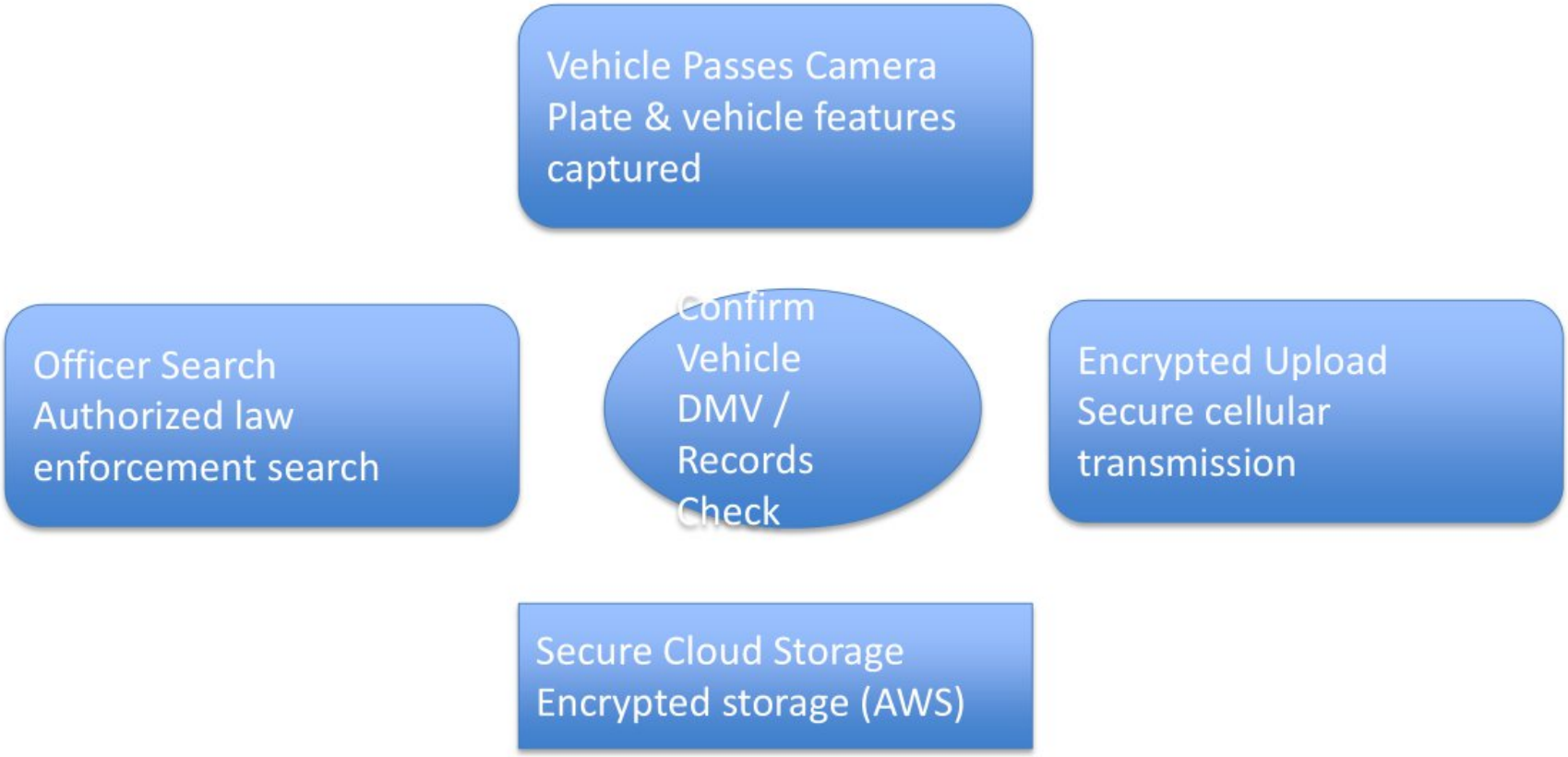
The court ruled that collecting license plate information visible on public roads does not constitute a search under the Fourth Amendment.

The courts decision does mention that with increased tracking through technology we must continually re-examine how society's privacy demands interact with the need to monitor and detect crime.

Cell Phone / App Location Tracking (Google, Apple, etc.)

- Continuously collects device location using GPS, Wi-Fi, and cell towers
- Can track a specific device across many locations
- Often tied to personal accounts and user profiles
- Location history may be stored for long periods unless deleted
- Used for navigation, advertising, and app services

How ALPR Technology Works



The ALPR DOES NOT have your data just plate and vehicle the Officer must run the plate number through DMV systems to get the registered owners information.

Key Takeaways

- Local agencies control their own data
- Data is encrypted and securely stored
- Sharing requires explicit approval
- Searches are logged and auditable
- Technology is used to assist criminal investigations
- ALPRs technology is 45-50 years old
- Officers gather RO info through traditional DMV records NOT the ALPR.

LAW ENFORCEMENT

Bishop CA PD

Overview | Policies | Settings | Authentication

Policies

Define and manage organization compliance standards.

General

Audit Assistance

Choose to add Audit Assistance as an Organization Audit enhancement within Insights.

Disabled

Federal Sharing

Choose to receive 1:1 sharing requests from Federal organizations within the Sharing experience.

Receive Federal share requests Disabled

Search Filters

These filters are designed to remove your organization's devices from any search that appears to indicate that the search is connected to either immigration enforcement or reproductive care. The filter will apply to all searches performed that would include any of your networks, whether by users in your organization or other agencies you share with, such as via direct one-to-one sharing and the Statewide and Nationwide Lookup tools (if applicable).

Filter out Immigration searches Enabled

Filter out Reproductive Care searches Enabled

State

Illinois State Policy

I affirm that my agency will comply with Illinois law 625 ILCS 5/2-130, which mandates that Illinois LPR data may not be used to investigate or enforce a law that:

- Interferes with a person's right to choose or obtain reproductive health care services or any lawful health care services as defined by the Illinois Lawful Health Care Activity Act; or
- Permits the detention or investigation of a person based on the person's immigration status. See 625 ILCS 5/2-130 for more information.

My agency does NOT affirm the above.

- By not affirming, my agency understands that we will not be able to request access to Illinois agencies' LPR data in the future and will lose existing access to Illinois data that we may have through sharing relationships or via Flock's Lookup tool.

Select to affirm/deny

Affirm

Once a selection is made, it cannot be undone. Please carefully review before saving.

Affirmed by Chief Derr on 8/6/2025 at 11:52:38 AM PDT

Revoke Out-of-State Sharing

You are not sharing with any organizations outside of your state.

Cancel Revoke Access

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Norfolk Division

LEE SCHMIDT and CRYSTAL ARRINGTON,

Plaintiffs,

Civil No. 2:24cv621

v.

CITY OF NORFOLK, the NORFOLK POLICE DEPARTMENT, and MARK TALBOT, in his official capacity as the Norfolk Chief of Police,

Defendants.

OPINION AND ORDER

I. INTRODUCTION

This matter is before the Court on cross motions for summary judgment filed by Lee Schmidt and Crystal Arrington ("Plaintiffs") and the City of Norfolk and Norfolk Chief of Police Mark Talbot ("Defendants").[1] ECF Nos. 107, 112. The Court has also received and reviewed two amicus briefs as well as a "statement of interest" from the Government, all filed in support of Defendants' motion seeking summary judgment. ECF Nos. 139, 183-84. The Court heard oral argument on the motions on January 14, 2026. The cross-

[1] Defendant Norfolk Police Department ("NPD") was previously dismissed from this action through a consent order. ECF No. 21. The consent order states that the remaining Defendants "shall provide discovery" on behalf of the NPD and that any relief ordered "will bind the NPD to the same extent as if it had been a party to the case." Id. at 1.

motions for summary judgment raise two primary issues: (1) whether Plaintiffs have standing to pursue this civil action; and (2) whether Defendants' widespread use of automatic license plate readers ("ALPR") to photograph vehicles on public roadways in the City of Norfolk is constitutional.

Plaintiffs bring this civil-rights action under Section 1983, and the Declaratory Judgment Act, alleging that Defendants ALPR program violates Plaintiffs' Fourth Amendment privacy rights. ECF No. 1. Section 1983 provides a private cause of action to a plaintiff who has suffered a deprivation of a constitutional or statutory right at the hands of a state or local official or other person acting under color of state law. 42 U.S.C. § 1983. Section 1983 "is not 'a source of substantive rights, but a method for vindicating federal rights elsewhere conferred by those parts of the United States Constitution and federal statutes that it describes.'" Lambert v. Williams, 223 F.3d 257, 260 (4th Cir. 2000) (quoting Baker v. McCollan, 443 U.S. 137, 144 n.3 (1979)). "The Declaratory Judgment Act, 28 U.S.C. § 2201(a), provides that district courts 'may declare' the rights of interested parties," a discretionary authority to "clarify[]" legal relations and "afford relief from the uncertainty, insecurity, and controversy giving rise to the proceeding." United Capitol Ins. Co. v. Kapiloff, 155 F.3d 488, 493 (4th Cir. 1998).

The dispositive constitutional question in ALPR cases is whether the alleged "dragnet type law enforcement practices," United States v. Knotts, 460 U.S. 276, 284 (1983), have become so intrusive that they violate individuals' "reasonable expectation of privacy in the whole of their physical movements," Carpenter v. United States, 585 U.S. 296, 310 (2018). Federal and state courts analyzing ALPR claims have almost uniformly concluded that neither taking photos of the license plate of a vehicle on a public roadway nor maintaining and querying a database of ALPR photos constitute a warrantless "search." See Rinaldi v. Sylvester, No. 24-CV-272, 2025 WL 2682691, at *17 (S.D.N.Y. Sept. 19, 2025) (collecting cases demonstrating that "nearly every court" that has addressed the issue "has held that queries of [A]LPR databases do not constitute Fourth Amendment searches").

More recently, however, several federal judges, including another judge of this Court, have expressly cautioned that their rejection of a constitutional challenge to the use of ALPR technology should not be indiscriminately extended because, as the number and capabilities of ALPR cameras expand, the constitutional balancing could conceivably tip the other way. United States v. Martin, 753 F. Supp. 3d 454, 476 (E.D. Va. 2024) ("This Court must rule on the facts as they are and may not speculate about what the future may hold for [ALPR] capabilities."). The undersigned agrees with these cautionary statements, as reflected in this Court's

prior opinion finding that Plaintiffs' complaint, when construed in their favor as required at the pleading stage, plausibly alleged a constitutional violation predicated on dragnet-like surveillance of "the whole" of Plaintiffs' physical movements. Schmidt v. City of Norfolk, No. 2:24cv621, 2025 WL 410080, at *7-8 (E.D. Va. Feb. 5, 2025).

The Court's recognition in that opinion that Plaintiffs' Fourth Amendment claim was plausible was not a tacit merits ruling, nor was it an indictment of the expanded use of ALPR technology in Norfolk or elsewhere. To the contrary, localities and states have the freedom to experiment with new policies and technologies, including innovative approaches to policing. See Arizona State Legislature v. Arizona Indep. Redistricting Comm'n, 576 U.S. 787, 817 (2015) ("[O]ne of the happy incidents of the federal system [is] that a single courageous State may, if its citizens choose, serve as a laboratory; and try novel social and economic experiments without risk to the rest of the country." (quoting New State Ice Co. v. Liebmann, 285 U.S. 262, 311 (1932) (Brandeis, J., dissenting)); Leaders of a Beautiful Struggle v. Baltimore Police Dep't, 2 F.4th 330, 353 (4th Cir. 2021) (Wilkinson, J., dissenting) (reviewing the benefits of experimentation and the "harm to the people . . . and our federalist constitutional system" when courts apply too heavy a hand and deny "the people . . . a proper latitude to address" societal problems); see also Martin, 753 F. Supp. 3d

at 476 ("The Court is cautious to not hinder law enforcement's use of modernizing surveillance capabilities in the public sphere lest the Court 'embarrass the future.'" (quoting Carpenter, 585 U.S. at 316)). Such experimentation is best achieved with input from the public and with guardrails erected by state legislatures or local governing bodies, as is the case in Virginia. See ECF No. 140, at 8 (acknowledging that, in mid-2025, Defendants began retaining ALPR data for 21 days rather than 30 days due to a recently enacted state statute); see also United States v. Jones, 565 U.S. 400, 427-28 (2012) (Alito, J., concurring) (observing that sometimes new technology provides "increased convenience or security at the expense of privacy, and many people may find the tradeoff worthwhile," whereas at other times "concern about new intrusions on privacy may spur the enactment of legislation to protect against these intrusions" thus causing privacy standards to be "governed primarily by statute and not by case law").

Nevertheless, while the people, through their legislatures, should be incentivized to implement privacy guardrails, courts may not reflexively defer to these legislative limits in delineating the proper constitutional boundaries. Instead, state and federal courts must remain a steadfast backstop against constitutional violations. Cf. Carpenter, 585 U.S. at 301-02, 310 (finding that the legislative boundaries created by the federal Stored

Communications Act were insufficient to ensure that the defendant's constitutional rights were observed).

The well-reasoned analysis in non-precedential ALPR cases coupled with the controlling law of this Circuit[2] leave "serious doubt" about the precise point at which "governmental use of [ALPR] cameras crosses the line to an impermissible warrantless search." United States v. Sturdivant, 786 F. Supp. 3d 1098, 1111 (N.D. Ohio 2025). Consistent with Plaintiffs' claims in this case and controlling precedent involving mass surveillance in public spaces, ALPR "surveillance could become too intrusive and run afoul of [constitutional privacy standards] at some point. But when?" Id. While a definitive answer to that question is elusive, what is readily apparent to this Court is that, at least in Norfolk, Virginia, the answer is: not today.

For the reasons explained herein, the Court **GRANTS** Defendants' motion for summary judgment and **DENIES** Plaintiffs' cross motion for summary judgment.

II. FACTUAL AND PROCEDURAL BACKGROUND

Plaintiffs' complaint arises out of Defendants' installation and operation of ALPR cameras from the private technology contractor, Flock Safety ("Flock"). ECF No. 1, at 2. Plaintiffs contend that "[t]he City of Norfolk lives under the watch of a

[2] See Beautiful Struggle, 2 F.4th at 333 (discussed in detail infra).

flock of unblinking eyes," comprising 176 Flock cameras operated by Defendants in Norfolk today. ECF No. 108, at 1.

Defendants' 176 cameras are "typically mounted on the top of poles and installed next to public roadways," where they "photograph external vehicle characteristics that are visible to the naked eye." ECF No. 113, at 4. It is undisputed that Defendant's ALPR cameras "photograph every passing car" (or at least endeavor to do so) and that the Flock system "uses artificial intelligence to read the license plate." ECF No. 108, at 3. The cameras capture images of nearly every vehicle traveling in one direction, operate twenty-four hours a day, and have very high accuracy at reading license plates, including at night. Id.; ECF No. 118, at 3. In addition to capturing license plates, "Flock's patented 'Vehicle Fingerprint' also records the make, type, color, and other distinctive features (like roof racks and bumper stickers)."[3] ECF No. 108, at 3. "Flock cameras do not provide information to users about the location of individuals beyond public roadways or outside of vehicles," meaning that unlike a cell phone or ankle monitor, they do not "follow" individuals inside buildings, homes, or anywhere else - they photograph vehicles on

[3] The Court's summary of the capabilities of the Flock system are based on the technology deployed in Norfolk; to the extent Flock Safety may provide additional functionality to other customers, these additional features are not relevant to this case.

the public roadways where the stationary cameras are located. ECF No. 113, at 5.

"After a Flock camera photographs a passing vehicle, the image is uploaded to encrypted" servers and the data is securely stored for a designated "retention period."[4] Id. "Law enforcement agencies determine which personnel can become authorized users of the Flock System," and without a "username and password, a person cannot access the Flock System." Id. at 6. "Authorized users access data from Flock cameras by logging into a web-based interface or mobile application" through which they can "run queries for a full or partial license plate number, a set of Vehicle Fingerprint characteristics, or both." Id. "Alternatively, an authorized user can look up all of the photographs by a particular Flock camera within its network during a given time period." Id. Authorized users also "receive real-time alerts when a vehicle on a 'hotlist' is detected by a Flock camera to which the user has access."[5] Id. Authorized users can also "create 'custom hotlists,' for example to help locate a stolen vehicle or missing person." Id. at 7. If a Norfolk-based Flock camera detects a "hotlist"

[4] Plaintiffs dispute Defendants' suggestion that all data is deleted after the defined retention period, but also indicate that the factual statement offered by Defendants regarding deletion is "not material." ECF No. 140, at 5. The Court recognizes that, at the very least, data involving an ongoing criminal investigation may be retained longer than the default retention period.

[5] This includes vehicles associated with an AMBER alert.

vehicle, the NPD, and authorized users within the NPD, will receive "an alert informing them of the date, time, and location of the hit." Id. at 6-7.

Defendants' 176 ALPR cameras are "generally located at busy intersections, in commercial areas, and near freeway onramps and offramps," as well as "major points of ingress to and egress from Norfolk." Id. In some areas as many as four ALPR cameras are located near a single intersection so that every direction of travel is captured. Id. As a result, Defendants' ALPR cameras are grouped into 75 "clusters" in Norfolk rather than placed in 176 isolated locations spread throughout the city. Id.

The specific placement of ALPR cameras in Norfolk was determined after considering areas with "high rates of violent crime and high-priority calls for service." Id. at 7. The NPD also considered how easy it would be for a criminal to avoid the cameras as well as the existing locations of "third-party" Flock cameras where the owner voluntarily shares its data with the NPD.[6] Id.; ECF No. 140, at 6, ECF No. 108-8, at 51-52, 74. The NPD has successfully used its Flock camera system "to locate stolen cars, missing persons, and vehicles seen leaving the scene of violent crimes." ECF No. 113, at 8. Norfolk spans 66 square miles and

[6] In addition its own cameras, the NPD has access to data captured by 43 Flock cameras located within the City of Norfolk that are operated by third parties. ECF No. 113, at 8; ECF No. 140, at 6.

contains over nine million feet of road; the 75 Flock camera clusters therefore monitor a very small percentage of Norfolk's public roadways. Id. at 8-9.

Based on a Virginia statute effective July 1, 2025, the NPD shares its "Flock camera data only with other law enforcement agencies in the Commonwealth of Virginia." Id. Prior to the passage of this state law, Defendants' Flock system retained ALPR data for 30 days, but it now generally retains it for 21 days. ECF No. 140, at 8. This retention period does not prevent the long-term retention of ALPR data that is downloaded from the Flock system. Id.; ECF No. 108-8, at 248.

It is undisputed that Plaintiffs' vehicles were photographed by Defendants' ALPR cameras approximately 475 and 325 times, respectively, during a four-and-a-half month period in early 2025, which the parties' experts analyzed as part of this case.[7] ECF No. 108, at 14-15. During an average 21-day retention period, Defendants' system captured full license plate matches of Plaintiffs' vehicles an average of 2 to 3 times per day. ECF No. 113, at 9. It is undisputed that on days where it is known that

[7] Plaintiffs contend that these counts are "likely underinclusive" because they only include complete "license plate reads." ECF No. 108, at 14 n.5. Defendants, in contrast, argue that these numbers are "inflated" because they include duplicate photographs of the same plate taken by the same camera "mere seconds apart." ECF No. 145, at 11. The Court assumes for the purposes of summary judgment that the numbers are underinclusive, though it notes that Plaintiffs' own version of the facts reports that Defendants' Flock cameras are extremely effective at reading license plates. ECF No. 118, at 3.

Plaintiffs were photographed multiple times, the average distance between photographs with complete license plate matches was 3.5 and 2.5 miles, respectively, and the average duration between full plate matches was approximately 45-50 minutes. Id. at 10. Finally, the parties agree that (1) outside this litigation, NPD "has never queried any license plate number associated with a vehicle registered to either Plaintiff" and (2) Plaintiffs are law-abiding citizens who do not expect that they will be subject to an ALPR query in the future. Id. at 13.

In the motions now pending before the Court, Defendants seek a summary judgment ruling in their favor that would terminate the case, while Plaintiffs seek partial summary judgment as to liability and an opportunity for additional briefing as to the scope of any injunctive relief. On January 14, 2026, this Court held oral argument on the cross motions. ECF No. 190.

III. STANDARD OF REVIEW

Rule 56(a) of the Federal Rules of Civil Procedure provides that a district court shall grant summary judgment in favor of a movant if the movant "shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a). The "mere existence of some alleged factual dispute between the parties will not defeat an otherwise properly supported motion for summary judgment; the requirement is that there be no genuine issue of material fact."

Anderson v. Liberty Lobby Inc., 477 U.S. 242, 247-48 (1986) (emphases in original). "A genuine question of material fact exists where, after reviewing the record as a whole, a court finds that a reasonable [factfinder] could return a verdict for the nonmoving party." Dulaney v. Packaging Corp. of Am., 673 F.3d 323, 330 (4th Cir. 2012).

Although the initial burden on summary judgment falls on the moving party, once a movant properly presents evidence supporting summary judgment, the nonmoving party may not rest upon the mere allegations in the pleadings, but instead must set forth specific facts in the form of exhibits and sworn statements illustrating a genuine issue for trial. Celotex Corp. v. Catrett, 477 U.S. 317, 322-24 (1986). The Court is not to weigh evidence or make credibility determinations at the summary judgment phase, but must evaluate the evidence only to the extent necessary to determine whether there is "sufficient disagreement to require submission to a jury or whether [the evidence] is so one-sided that one party must prevail as a matter of law." McAirlaids, Inc. v. Kimberly-Clark Corp., 756 F.3d 307, 310 (4th Cir. 2014) (quoting Liberty Lobby, 477 U.S. at 251-52). In making its determination, "the district court must 'view the evidence in the light most favorable to the' nonmoving party." Jacobs v. N.C. Admin. Off. of the Cts.,

780 F.3d 562, 568 (4th Cir. 2015) (quoting Tolan v. Cotton, 572 U.S. 650, 657 (2014)).[8]

When faced with cross-motions for summary judgment, the Court must "consider each motion separately on its own merits to determine whether either of the parties deserves judgment as a matter of law." Defenders of Wildlife v. N.C. Dep't of Transp., 762 F.3d 374, 392 (4th Cir. 2014) (quoting Bacon v. City of Richmond, Va., 475 F.3d 633, 638 (4th Cir. 2007)). In doing so, the Court must "resolve all factual disputes and any competing, rational inferences in the light most favorable to the party opposing that motion." Id. (quoting Rossignol v. Voorhaar, 316 F.3d 516, 523 (4th Cir. 2003)).

IV. DISCUSSION - DEFENDANTS' SUMMARY JUDGMENT MOTION

Defendants' summary judgment motion begins by advancing a standing challenge and goes on to dispute whether Plaintiffs' evidence is capable of demonstrating that Defendants' actions violate an objectively reasonable expectation of privacy. ECF No. 113. As explained in detail below, Defendants' arguments largely miss the mark as to standing, but prevail as to the merits.

[8] The parties largely agree that the material facts are not in dispute, and that the case is subject to resolution on the cross-motions for summary judgment. See ECF No. 190, at 68 (indicating that the "case is ripe for determination as a matter of law").

A. CONSTITUTIONAL STANDING

1. Legal Standard

Article III of the United States Constitution "limits the judicial power of the United States to 'Cases' and 'Controversies.'" Griffin v. Dep't of Lab. Fed. Credit Union, 912 F.3d 649, 653 (4th Cir. 2019). Embedded within this constraint are three requirements necessary to establish standing: "The plaintiff must have (1) suffered an injury in fact, (2) that is fairly traceable to the challenged conduct of the defendant, and (3) that is likely to be redressed by a favorable judicial decision." Spokeo, Inc. v. Robins, 578 U.S. 330, 338 (2016).

Focusing on the first requirement, "[a] wrong suffered by a party is only an injury in fact if it is sufficiently 'concrete and particularized.'" Griffin, 912 F.3d at 653 (quoting Spokeo, 578 U.S. at 338). "[W]hen a party seeks injunctive relief," as Plaintiffs do here, there must also be "a 'real or immediate threat' that [Plaintiffs] will suffer an injury in the future." Id. (quoting City of Los Angeles v. Lyons, 461 U.S. 95, 111 (1983)). A plaintiff, "as the party invoking federal jurisdiction, bears the burden of establishing these elements." Spokeo, 578 U.S. at 338.

2. Analysis

Defendants' standing challenge focuses on the purported absence of an "injury in fact." ECF No. 113, at 14. After the

benefit of discovery, it is apparent that Defendants' ALPR system generally operates in two stages. First, vehicles are photographed at various locations around the City of Norfolk and the images are automatically uploaded to an encrypted database ("Step One"). Second, when an NPD investigation calls for it, the ALPR database is queried by an authorized user seeking to discover any "hits" tied to a license plate or vehicle of interest ("Step Two").[9] The standing analysis differs for each discrete stage.

a. Step One - Taking and Storing Photographs

Recent ALPR case law, as well as case law involving large-scale surveillance taking other forms, plainly supports the finding that Plaintiffs have standing to bring their Fourth Amendment claim as to Step One.[10] This conclusion is best illustrated through comparison of the facts and arguments in this case with those of Scholl v. Illinois State Police, 776 F. Supp. 3d 701 (N.D. Ill. 2025). As discussed below, the Court rejects Defendants' strained reading of Scholl. The case directly supports, rather than undercuts, Plaintiffs' standing.

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[9] The second step of the ALPR process differs for "hotlist" vehicles, though this hotlist procedure has limited relevance to the instant case.

[10] This Court previously analyzed standing in this case by considering whether Plaintiffs' complaint contained enough facts to plausibly allege that Defendants were violating Plaintiffs' subjective expectation of privacy that society would accept as objectively reasonable. Schmidt, 2025 WL 410080, at *5-8. Defendants' summary judgment standing challenge does not revisit the subjective/objective inquiry, but instead argues that because Plaintiffs cannot demonstrate that their data was ever queried by Defendants, they necessarily did not suffer an "injury in fact." ECF No. 113, at 15-17.

In Scholl, the plaintiffs sought to enjoin both (1) "the warrantless use of ALPRs to photograph motorists' license plates" (Step One) and (2) "the warrantless use of the LEARN database," a national database that state police officers could use to "retrieve" license plate photos as part of an authorized investigation (Step Two). Id. at 707, 709-10. At the pleading stage, in direct response to the defendants' "threshold" argument that the "plaintiffs lack[ed] an injury-in-fact sufficient to confer Article III standing," the Scholl court made two discrete and well-reasoned findings. Id. at 708.

First, favorable to the Scholl plaintiffs, the district court found that the plaintiffs had standing to challenge the "warrantless use of ALPRs to photograph motorists' license plates" because the well-pled facts supported the reasonable inference that the cameras at issue would continue to "photograph [the] plaintiffs' license plates." Id. at 709 (emphasis added). This conclusion was supported by the observation that multiple appellate courts, including the Fourth Circuit, "routinely hold that the subjects of government surveillance have standing to challenge that surveillance." Id. (citing Wikimedia Foundation v. Nat'l Sec. Agency, 857 F.3d 193, 209 (4th Cir. 2017)).

Second, favorable to the Scholl defendants, the district court found that the plaintiffs failed to allege facts capable of plausibly demonstrating a "substantial risk" that the police "will

soon retrieve plaintiffs' license plate information from the [ALPR] database." Id. at 710. Because the plaintiffs did not allege an "imminent" constitutional injury predicated on Step Two of the ALPR process, the plaintiffs lacked standing "to enjoin the warrantless use of the LEARN database." Id. at 710-11.

This Court, with relative ease, similarly finds that Plaintiffs have standing to challenge Step One of Defendants' ALPR system, and is somewhat puzzled by Defendants' effort to collapse the bifurcated standing analysis in Scholl into a one part analysis that favors Defendants. Here, the undisputed facts clearly demonstrate that Plaintiffs' vehicles were in 2025 (and are today) being photographed every time they pass an ALPR camera in Norfolk. As the subject of consistent and ongoing NPD "surveillance," Plaintiffs have standing to challenge the constitutionality of that surveillance. Wikimedia Foundation, 857 F.3d at 210.

Defendants attempt to distinguish Wikimedia Foundation, the Fourth Circuit case cited in Scholl, on the grounds that Wikimedia involved seizures of private emails, whereas this case involves photographs taken on a public street. ECF No. 166, at 5. This Court rejects this effort. In Wikimedia, the plaintiffs alleged that some of their internet communications were being "intercepted, copied, and reviewed" by the government. Wikimedia Foundation, 857 F.3d at 202. The Fourth Circuit's standing analysis, however, focuses on the interception and copying of the plaintiffs'

messages, making no mention of any "review." See id. at 210 ("The allegation that the NSA is intercepting and copying communications suffices to show an invasion of a legally protected interest," the injury is "concrete and particularized," and there is "nothing speculative about it — the interception of Wikimedia's communications is an actual injury that has already occurred." (emphasis added)). Other circuit courts have reached similar conclusions. See Am. C.L. Union v. Clapper, 785 F.3d 787, 801 (2d Cir. 2015) (explaining that the appellants' claim was based on the seizure of their telephone metadata, holding that "appellants surely have standing to allege injury from the collection, and maintenance in a government database, of records relating to them"); Jewel v. Nat'l Sec. Agency, 673 F.3d 902, 906, 910 (9th Cir. 2011) (explaining that the plaintiff had standing because she "alleged with particularity that her communications were part of the dragnet" and had been "illegally acquired" through "surveillance devices attached to AT&T's network" (second emphasis added)). Defendants fail to distinguish Wikipedia or these other cases.[11]

[11] At oral argument, defense counsel rebuffed the Court's suggestion that Defendants were improperly seeking to inject the merits of Plaintiffs' claim into the standing analysis. ECF No. 190, at 45-49. To the extent Defendants' reply brief standing argument suggests otherwise by claiming that "merely taking photographs" on public streets "cannot invade [plaintiffs'] privacy," ECF No. 166, at 5, this merits argument has no place in the standing analysis. See Am. Fed'n of State, Cnty. & Mun. Emps., AFL-CIO v. Soc. Sec. Admin., 778 F. Supp. 3d 685, 720 (D. Md. 2025) ("For standing purposes, we accept as valid the merits of the plaintiff's claims." (cleaned up) (quoting Fed.

Consistent with the above-cited circuit precedent, and the well-reasoned analysis in Scholl, Plaintiffs have demonstrated standing to challenge the collection and storage of their vehicles' images. Defendants 176 ALPR cameras operate around the clock, capturing images of virtually every vehicle that passes a camera and then storing them in a searchable database. Long before any police officer makes a "query" of the database, countless citizens (including Plaintiffs) have their locations recorded and logged by the NPD, and this data is retained on a three-week rolling basis. The database of retained images is not limited to individuals engaged in criminal activity based on probable cause, or even reasonable suspicion, but instead ensnares an immense array of law-abiding citizens guilty of nothing more than driving their cars in Norfolk. While it is undisputed that queries of Plaintiffs' vehicles were never performed, it is likewise undisputed that hundreds of photographs of Plaintiffs' vehicles were captured and stored during the test period, meaning that over time, Plaintiffs' vehicles are being photographed by Defendants thousands of times. Plaintiffs, therefore, have standing to challenge the constitutionally of Step One of Defendants' ALPR program.[12]

Election Comm'n v. Cruz, 596 U.S. 289, 298 (2022))); Beck v. McDonald, No. 3:13cv999, 2015 WL 13777969, at *4 (D.S.C. Mar. 31, 2015) ("In assessing standing, the Court assumes Plaintiffs will prevail on the merits . . . .").

[12] Though supplanted by en banc review, both the majority and the dissent of the Fourth Circuit panel in Beautiful Struggle found that a plaintiff that is photographed during a mass surveillance program has standing to challenge

b. Step Two - Warrantless Queries of the Database

Step Two of Defendants' ALPR system involves NPD officers making a warrantless query of the ALPR database to produce a targeted readout of retained images. Plaintiffs freely concede that their vehicles have never been the subject of a query (outside of this litigation). ECF No. 140, at 11. However, Plaintiffs view this fact as "not material" because their claim for relief asserts that Defendants are violating the Fourth Amendment "by tracking their movements with the Flock Cameras, not by searching for their license plates in the Flock system." Id. (emphasis added). Accordingly, the undisputed facts, including Plaintiff's own admissions, reveal both that Plaintiffs did not suffer any constitutional injuries from a past database query and there is no imminent threat of an injury from a future query. Therefore, again tracking the standing analysis in Scholl, this Court easily concludes that Plaintiffs "lack standing to [challenge] the warrantless use of the [ALPR] database." Scholl, 776 F. Supp. 3d at 710-11.

Step One of that program. Beautiful Struggle, 979 F.3d at 225, 234, on reh'g en banc, 2 F.4th 330 (4th Cir. 2021). Rejecting the defendants' assertion that standing is not conferred until the collected data is reviewed, the Court explained that the alleged injury was not that the plaintiffs were being identified by the police, "but merely that they are being photographed." Id. This standing analysis was not revisited by the en banc Court because by the time the case reached it, the surveillance program had ended and the plaintiffs were no longer being photographed.

Recapping the above, Plaintiffs have standing to challenge Defendants' operation of the 176 camera ALPR system to the extent that such system is repeatedly photographing Plaintiffs' vehicles and storing the seized images in a searchable database. In contrast, Plaintiffs lack standing (as they largely concede) to challenge the query stage of Defendants' ALPR system.

B. MERITS ANALYSIS - COLLECTION OF IMAGES AND RETENTION IN A 21-DAY RETROSPECTIVE DATABASE

1. Fourth Amendment Standard

The Fourth Amendment provides that the "right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated." U.S. Const. amend. IV. "Historically, Fourth Amendment doctrine rested in that of common-law trespass, focusing on whether 'the government obtains information by physically intruding on a constitutionally protected area.'" Martin, 753 F. Supp. 3d at 461 (quoting Carpenter, 585 U.S. at 304); see Jones, 565 U.S. at 403, 410 (concluding that placing a physical GPS device on a vehicle to track its location "within 50 to 100 feet" over the course of four weeks was an unconstitutional trespass). In addition to the "common-law trespassory test," the Supreme Court has adopted a "reasonable-expectation-of-privacy test [that] has been added to, not substituted for, the common law" test. Jones, 565 U.S. at 409; see Martin, 753 F. Supp. 3d at 461 (explaining that the updated

standard not dependent on a physical trespass "modernizes Fourth Amendment doctrine and readies it to address challenges imposed by never-ending technological advancements." (citing Carpenter, 585 U.S. at 305-06)).

This modernized standard, first articulated in Katz v. United States, 389 U.S. 347 (1967), begins by asking whether the plaintiff demonstrates a subjective (personal) expectation of privacy. Id. at 361 (Harlan, J., concurring). If this hurdle is cleared, the second question, which is most typically the focus of Fourth Amendment litigation, asks whether that "expectation [is] one that society is prepared to recognize as 'reasonable.'" Id. While this objective question is framed as dependent on society's expectations (something that evolves with time and technology), the determination of "which expectations of privacy are entitled to protection" continues to be "informed by historical understandings 'of what was deemed an unreasonable search and seizure when [the Fourth Amendment] was adopted.'" Carpenter, 585 U.S. at 304-05 (alteration in original) (quoting Carroll v. United States, 267 U.S. 132, 149 (1925)). These historical understandings include the fact that the Fourth Amendment "seeks to secure 'the privacies of life' against 'arbitrary power,'" id. (quoting Boyd v. United States, 116 U.S. 616, 630 (1886), and that a "central aim of the Framers was 'to place obstacles in the way of a too permeating

police surveillance,'" id. (quoting United States v. Di Re, 332 U.S. 581, 595 (1948)).

Because rapid technological advances, such as the rise of artificial intelligence, make it impossible to predict how police surveillance will evolve, the Fourth Amendment analysis must remain nimble even as it remains grounded in founding-era traditions. In other words, as the Supreme Court recently observed, new technology often "does not fit neatly under existing precedents." Carpenter, 585 U.S. at 306; see 1 W. LaFave, Search and Seizure § 2.1(d) (6th ed.) (Nov. 2025 Update) (describing the ultimate question under the Katz test as a "value judgment" that asks "whether, if the particular form of surveillance practiced by the police is permitted to go unregulated by constitutional restraints, the amount of privacy and freedom remaining to citizens would be diminished to a compass inconsistent with the aims of a free and open society" (quoting Anthony G. Amsterdam, Perspectives on the Fourth Amendment, 58 Minn. L. Rev. 349, 403 (1974))).

While the increased proliferation of ALPR cameras is a relatively new trend, ALPR systems have existed for many years, and this Court does not write on a blank slate when considering whether these cameras create a "too permeating" police surveillance. See United States v. White, No. CIV.A. 13-1851, 2013 WL 5823701, at *1 (E.D. Pa. Oct. 30, 2013) (describing the "Maryland License Plate Reader program," implemented more than fifteen years

ago, as a "first-in-the-nation statewide network for license plate recognition, which was established as a crime prevention initiative"); Martin, 753 F. Supp. 3d at 474-76 (concluding, after citing multiple federal cases, that the ALPR system in Richmond, Virginia, "did not allow law enforcement to track or monitor the whole of [the defendant's] physical movements" (quotation marks omitted)); Rinaldi, 2025 WL 2682691, at *17 n.13 (collecting ALPR cases). Determining whether an ALPR system creates a too permeating police surveillance is, however, not subject to a universal answer, as all ALPR systems are not created equal. Two major precedents that guide this Court's resolution of this question are the Supreme Court's decision in Carpenter and the Fourth Circuit's en banc decision in Beautiful Struggle.

a. Carpenter

The baseline privacy standard governing public spaces is that "[a] person travelling in an automobile on public thoroughfares has no reasonable expectation of privacy in his movements from one place to another." Knotts, 460 U.S. at 281 (emphasis added). This default principle plainly comports with historical standards and common sense, because a reasonable person understands that when they drive on public streets, they are "voluntarily convey[ing] to anyone who wanted to look" where they start, where they stop along the way, and where their final destination is (or at least, where

they exit "from public roads onto private property"). Id. at 281-82.

The baseline understanding that citizens lack a reasonable expectation of privacy while traveling on public roads recently collided with the realities of advanced technology in Carpenter v. United States, 585 U.S. 296, 310 (2018) ("A person does not surrender all Fourth Amendment protection by venturing into the public sphere."). As concisely summarized by another judge of this Court:

> In Carpenter, police officers requested — without a warrant — cell-site location information ("CSLI") from the Defendant's cell-service providers (MetroPCS and Sprint). CSLI provides an approximate location of a cellular device based on discrete location pings continuously sent to cell towers, regardless of whether the person is in public or private places. Those pings automatically occur by the nature of the phone being turned on, without any affirmative action taken by the user to record, release, or send that data to cell servicers. The servicers turned over Carpenter's CSLI to the police. That data included 127 days' worth of Carpenter's movements from MetroPCS and two days' worth from Sprint, which totaled 12,898 location pings cataloging Carpenter's movements for an average of 101 data points per day. Based on this data, police were able to place Carpenter at and near the scenes of various robberies for which they then arrested and charged him.

Martin, 753 F. Supp. 3d at 463 (emphasis added) (internal citations and footnotes omitted).

Based on the invasive nature of this long-term surveillance that the Supreme Court categorized as tracking the "the whole of [the defendant's] physical movements," the Supreme Court found

that the Government "invaded" the defendant's reasonable expectation of privacy when it accessed the CSLI data from wireless carriers. Carpenter, 585 U.S. at 313. In determining that "an individual maintains a legitimate expectation of privacy in the record of his physical movements as captured through CSLI," the Supreme Court gave this explanation:

> A majority of this Court has already recognized [through concurrences in Jones] that individuals have a reasonable expectation of privacy in the whole of their physical movements. Prior to the digital age, law enforcement might have pursued a suspect for a brief stretch, but doing so for any extended period of time was difficult and costly and therefore rarely undertaken. For that reason, society's expectation has been that law enforcement agents and others would not — and indeed, in the main, simply could not — secretly monitor and catalogue every single movement of an individual's car for a very long period.
>
> Allowing government access to cell-site records contravenes that expectation. . . . Mapping a cell phone's location over the course of 127 days provides an all-encompassing record of the holder's whereabouts. As with GPS information, the time-stamped data provides an intimate window into a person's life, revealing not only his particular movements, but through them his familial, political, professional, religious, and sexual associations.

Id. at 310-11 (internal citations omitted).

To better illustrate why the public would be offended by such invasive tracking, the Court went on to explain that, "like GPS monitoring, cell phone tracking is remarkably easy, cheap, and efficient"; "[w]ith just the click of a button, the Government can access each carrier's deep repository of historical location

information."[13] Id. at 311. The Court went on to explain why "historical cell-site records present even greater privacy concerns than the GPS monitoring of a vehicle," noting that cell phones have become "almost a feature of human anatomy" and while "individuals regularly leave their vehicles" (thus ending the utility of a GPS vehicle tracker), they "compulsively carry cell phones with them all the time" bringing them "beyond public thoroughfares" and into countless private spaces. Id. (emphasis added).

b. Leaders of a Beautiful Struggle

Three years after Carpenter was decided, the Fourth Circuit addressed the constitutionality of the Baltimore Police Department's ("BPD") surveillance program that captured and stored aerial images of nearly the entire City of Baltimore. Beautiful Struggle, 2 F.4th at 333. The BPD had partnered with a private surveillance contractor whose planes were equipped with high-tech cameras that captured "an estimated twelve hours of coverage of around 90% of the city each day." Id. at 334. Though the technology was capable of greater photographic clarity, by contract, "people and cars" in the images captured by the Baltimore

[13] The fact that the data was so easy to access was notable given the "retrospective quality of the data," which gave "police access to a category of information otherwise unknowable." Carpenter, 585 U.S. at 312. Furthermore, the ease of acquiring the data was a concern not because police are precluded from leveraging technological advances to create efficiencies, but because "location information is continually logged for all of the 400 million devices in the United States – not just those belonging to persons who might happen to come under investigation." Id. (emphasis added).

"AIR program" were displayed as "individually visible . . . blurred dots or blobs." Id. These images were transmitted from the planes to "ground stations" where they could be analyzed by a team of contractors. Id. The stored images were retained on computer servers for forty-five days, though images "necessary for legal proceedings" could be stored indefinitely. Id.

By the time the appeal in Beautiful Struggle reached the en banc Fourth Circuit, Baltimore's aerial surveillance program had been discontinued due to its "mixed results." Id. at 335. Although the surveillance planes had stopped flying, a subset of data was retained by the defendants. Id. at 336. The plaintiffs thus argued that the end to the program did not moot their constitutional claim, highlighting their request to enjoin the defendants from "accessing any stored images" captured during aerial surveillance. Id. In a closely divided en banc decision, a majority of the Fourth Circuit agreed with the plaintiffs, finding not only that they had standing, but also that their Fourth Amendment challenge to warrantless access to the data was "likely to succeed."[14] Id. at 339-40.

In determining that accessing the AIR database without a warrant violated the Fourth Amendment, the en banc majority found

[14] While much of the reasoning in Beautiful Struggle is directly relevant to this case, the Court's analysis was directed at Step Two of the AIR program (whether previously collected data could be accessed) rather than Step One (whether the defendants could continue photographing citizens).

that "Carpenter applies squarely" because the AIR surveillance program "'tracks every movement' of every person outside in Baltimore," and creates "a 'detailed, encyclopedic,' record of where everyone came and went within the city during daylight hours over the prior month-and-a-half." Id. at 341 (quoting Carpenter, 585 U.S. at 307, 309). Acknowledging that the aerial images had limitations (i.e., blurred dots, impacted by weather, only operated during the day), the Court still found that the data "surpass[ed] the precision even of GPS data and CSLI" because the pixels were precise down to the individual person or vehicle, and police were able to use other investigative techniques to deduce which person, or which vehicle, a given pixel represented. Id. at 343-44. In other words, based on the facts before it, the Court found that the surveillance data in Beautiful Struggle was comparable to "'attach[ing] an ankle monitor' to every person in the city," at least when they were outside during daylight hours. Id. (alteration in original) (quoting Carpenter, 585 U.S. at 312). Accordingly, the majority found that when the BPD "'accesses' AIR data, it invades the recorded individuals' reasonable expectation of privacy." Id. at 344.

After making such finding, the en banc majority offered further analysis that suggested limits to its opinion, like the Supreme Court did in Carpenter. Notably, the Fourth Circuit explained that "[p]eople understand that they may be filmed by

security cameras on city streets, or a police officer could stake out their house and tail them for a time," but "capturing everyone's movements outside during the daytime for 45 days goes beyond that ordinary capacity." Id. at 345. The Court also clarified that the plaintiffs were not challenging what any individual aerial image revealed, nor did they "claim a privacy invasion related solely to being photographed." Id. "Rather, they challenge[d] the creation of a retrospective database of everyone's movements across the city," noting that "[o]nce police identify a tracked 'dot,' its blurred image does little to shield against an invasion into its movements." Id. And because "the AIR program enables police to deduce from the whole of individuals' movements, . . . accessing its data is a search, and its warrantless operation violates the Fourth Amendment." Id. at 346.

2. Norfolk's Flock ALPR System

Turning now to the instant case, Plaintiffs contend that they have a subjective expectation of privacy in the whole of their movements that is violated when they are photographed by the Flock ALPR cameras across the City of Norfolk. ECF No. 108, at 1, 21 (discussing the "mass trove of data" collected by Defendants through the "curtain of technology" that is "deeply disturbing" to Plaintiffs). They further assert that this expectation of privacy is objectively reasonable because the public does not expect the police to engage in mass surveillance of all law-abiding citizens

in a manner that allows police to make revealing deductions about personal habits and patterns. Id. at 22; ECF No. 140, at 2. Though Plaintiffs acknowledge that their vehicles were never queried by Defendants (Step Two), they challenge the ongoing collection and retention of their data on a rolling 21-day cycle (Step One), asserting that Defendants' current ALPR system unlawfully captures enough information to reveal, or to enable deductions from, the whole of a person's movements. ECF No. 140, at 3.

Defendants, for their part, do not directly challenge Plaintiffs' subjective expectations at the summary judgment stage, nor do they contend that the public lacks an objectively reasonable expectation that NPD will not track "the whole of their physical movements." Carpenter 585 U.S. at 310. Rather, Defendants' merits argument asserts that "tracking" does not occur at the data collection stage, and even if it did, the 75 clusters of ALPR cameras in Norfolk do not capture enough information to catalogue "the whole" of Plaintiffs' movements (or the movements of other citizens). ECF No. 113, at 17-26.

a. Operational Focus – No "Search" Occurs when Photographs are Taken

The undisputed facts before this Court reveal that Defendants' ongoing operation of their 176 ALPR cameras, located in 75 clusters across the City of Norfolk, does not constitute a "search." As reviewed previously, citizens do not "have a reasonable expectation

of privacy in the visible exterior parts of an automobile that travels the public roads and highways." United States v. George, 971 F.2d 1113, 1120 (4th Cir. 1992). It is well-established that police pole cameras or security cameras that photograph or record public areas do not violate any objectively reasonable expectation of privacy. See Beautiful Struggle, 2 F.4th at 345 ("People understand that they may be filmed by security cameras on city streets."); Carpenter, 585 U.S. at 316 ("Our decision today is a narrow one. . . . We do not . . . call into question conventional surveillance techniques and tools, such as security cameras."); United States v. Vankesteren, 553 F.3d 286, 291 (4th Cir. 2009) (explaining that because there is no reasonable expectation of privacy in privately owned "open fields," the Virginia agents "were free, as on public land, to use video surveillance to capture what any passerby would have been able to observe"). To be sure, Plaintiffs here do not even contend that taking a single ALPR photograph can violate their constitutional rights. ECF No. 140, at 14. Rather, they rely on Carpenter and Beautiful Struggle to argue that it is the web of interconnected ALPR cameras, the array of photographs they take, and the storage of these photographs in a database that constitute an unconstitutional "search." This search occurs, according to Plaintiffs, because Norfolk's ALPR system constitutes a "too permeating" police surveillance, allowing Defendants to use this information, supplemented by information

collected in other ways, to surveil (and later reconstruct) the whole of an individual's personal movements. ECF No. 108, at 2, 16-29; ECF No. 140, at 18-28.

Defendants deny this allegation at both a threshold level (discussed here) and a factual level (discussed below). At the threshold level, Defendants assert that, because Plaintiffs only have standing to challenge the collection and storage of the images, and lack standing to challenge any query of the ALPR image database, there is no "tracking" or potential tracking to analyze at all. Stated another way, Defendants assert that because "reconstruction" of Plaintiffs' movements is not a realistic eventuality, the Court need not even consider what a query of the database could reveal. ECF No. 190, at 46.

Assuming, without deciding, that Defendants' approach to the interplay between standing and the merits is correct, Defendants would surely prevail. An individual scan of a license plate, a vehicle identifier that generally must be displayed under state law, does not invade any privacy interests. Scholl, 776 F. Supp. 3d at 714. Indeed, it is "unreasonable to have an expectation of privacy in an object required by law to be located in a place ordinarily in plain view from the exterior of the automobile." Id. at 715 (quoting New York v. Class, 475 U.S. 106, 114 (1986)). Plaintiffs, of course, do not challenge the taking and storing of a single picture from a single camera, but are concerned with "what

the ALPR data [cumulatively] reveals about their movements." Id. However, since a collection of photos taken in public places that are never accessed or analyzed reveals nothing about a person's movements from one place to another, it definitionally does not reveal "the whole" of that person's movements.

Accordingly, were the Court to accept this construct, Defendants would necessarily prevail on their summary judgment claim that no Fourth Amendment "search" occurred when discrete cameras took discrete pictures at different locations. Cf. Scholl, 776 F. Supp. 3d at 719 (finding that the plaintiffs' reliance on Carpenter and Beautiful Struggle "encounters an early roadblock" because the searches in those cases occurred when the authorities accessed the CSLI and aerial surveillance data, which is "analogous to" querying the ALPR database, an activity that the "plaintiffs lack standing to challenge"). This Court, however, need not decide whether Plaintiffs' lack of standing to challenge Step Two dooms their Step One claim because, as set forth in detail below, full consideration of what Defendants' ALPR system is capable of revealing if queried still supports granting summary judgment in Defendants' favor.

b. Capability Focus - Defendants' Maintenance of a Searchable ALPR Database does not Constitute an unlawful "Search"

Next, the Court shifts its focus away from Defendants' acts associated with the collection and storage of photos and analyzes

instead what the stored photos in the searchable database are capable of revealing. See Scholl, 776 F. Supp. 3d at 719-21 (analyzing what the ALPR data revealed about the plaintiffs' movements "[e]ven assuming that the Carpenter and []Beautiful Struggle courts would have applied the same reasoning to the collection of data that they applied to the government's access of already-collected data"). As explained below, the evidence developed during discovery is insufficient to demonstrate that Defendants' current ALPR system captures enough images of Plaintiffs – or other drivers – to reconstruct the whole of their movements. The record evidence is likewise insufficient to demonstrate that the ALPR images collected by Defendants, when supplemented by "other" investigative techniques, reveals the whole of their movements.

Notwithstanding the redundancy, it is helpful to repeat the undeniable fact that this issue involves "surveillance" in a public place, and does not implicate the elevated privacy interests inside a residence or other spaces shielded from public view. See Carpenter, 585 U.S. at 311 (contrasting tracking a car, which has "little capacity for escaping public scrutiny," with tracking a cellphone, which "faithfully follows its owner beyond public thoroughfares and into private residences, doctor's offices, political headquarters, and other potentially revealing locales"). Accordingly, the analysis must remain tethered to the reality that

what a person displays in public is definitionally not private - and the calculus only shifts when police surveillance is so intrusive that it crosses the line into cataloging the whole, or nearly the whole, of a person's movements.

Here, on the current record – developed after a fulsome opportunity for discovery – Plaintiffs are unable to demonstrate that Defendants' ALPR system is capable of tracking the whole of a person's movements. A review of the number of miles of roadway in Norfolk and the location of the system's 176 cameras is illustrative. Many of these cameras are, to be sure, located in high traffic areas that capture thousands of vehicles, but their arrangement does not "blanket" the City as the cell towers did in Carpenter and the planes did in Beautiful Struggle. Rather, the cameras are fixed in 75 clusters across the many miles of Norfolk roadways such that they are incapable of cataloging the whole of vehicles' movements. See Scholl, 776 F. Supp. 3d at 719-20 ("A GPS tracking device follows a car wherever it goes. By contrast, the ALPR system records a vehicle's location only when it passes one of a limited (though expanding) number of ALPRs . . . [and] [b]ecause it is less comprehensive, the information recorded by the ALPR system lacks the same 'deeply revealing nature'" as the data collected in Jones, Carpenter, and Beautiful Struggle.).

In addition to considering the number and location of ALPR cameras vis-à-vis the size and miles of roadway in Norfolk, there

are critical distinctions between the quantity and quality of the data collected here and that collected in Carpenter and Beautiful Struggle. First considering quantity, in Carpenter, the Supreme Court reported that the collected CSLI revealed "an average of 101 data points per day" and opined that "when the Government tracks the location of a cell phone it achieves near perfect surveillance, as if it had attached an ankle monitor to the phone's user." 585 U.S. at 302, 311-12. It is true that the blanket of cell tower coverage in Carpenter did not reveal locations with the same precision as that revealed here when a car happens by an ALPR collection point. However, the invasiveness of the tracking in Carpenter was grounded in the fact that it was near continuous, throughout the day and night, with the hundred-plus data points per day emanating from a device that was essentially attached to the user's hip, producing data points (pings) wherever it moved. Consistent with the discussion during oral argument in this case, while it is impossible to identify a static demarcation point regarding how many data points are "too many," the average number of captures in Carpenter were 30 to 50 times greater than the number of captures here. Cf. ECF No. 140, at 8 (acknowledging that the test data revealed that Plaintiffs' vehicles were subject to "full license plate matches" an average of 2 to 3 times a day).

In Beautiful Struggle, the number of captures was even greater than in Carpenter, with the Fourth Circuit reporting the facts as

demonstrating that "the AIR program 'tracks every movement' of every person outside in Baltimore." Beautiful Struggle, 2 F.4th at 341 (emphasis added) (quoting Carpenter, 585 U.S. at 307). This conclusion was reached even though the planes in Beautiful Struggle did not operate at night, and depending on the weather, at times did not operate during the day, leaving multi-hour "gaps" in coverage. But importantly, when the AIR system was operating, it took enough photographs to track the whole of every vehicle and every pedestrian's movements anywhere outside in the City of Baltimore.

In contrast, here, when all 176 Norfolk ALPR cameras are up and running, they are "capable" of locating a vehicle for the brief time that it is in one of 75 designated areas. This means that under the best conditions, Defendants' ALPR system has many thousands more blind spots than it has "unblinking eyes."[15] Illustrative of this point, though surely not dispositive, during the multi-month test period, full matches of Plaintiffs' plates typically occurred miles apart, with lengthy gaps of time unaccounted for by Defendants' ALPR system. See ECF No. 113, at 10 (reflecting that, on days when Plaintiffs' cars were captured

[15] The "vision" achievable by Defendants' ALPR system is comparable (assuming the identity of the tracked vehicle is known) to placing a black sheet of paper with 75 (or 176) holes punched through it over every AIR image taken of the City of Baltimore, thereby obscuring nearly all the data and permitting information gathering only in a narrow range of static locations.

more than once, the average distance between full plate captures was 2.5 to 3.5 miles and the average time gap was 45 to 50 minutes). These data points are infrequent and often widely spaced, even though Plaintiffs are among the citizens most often captured by Defendants' ALPR system. See ECF No. 140, at 7 (acknowledging that "Plaintiffs' primary cars are among 'the 5% of vehicles' with the largest number of full license plate matches").[16] Therefore, even assuming that a citizen in the top 5% of those most captured passes by 2 or 3, or even 5 or 10, ALPR cameras on a given day, the ALPR system is not like an ankle monitor attached to that citizen (or even to their car) as the data does not consistently reveal where trips started, where they ended, or where (or even in which specific "quadrant") a driver stopped in between. Rather, with the exception of 75 static locations, no data is captured by Defendants' ALPR system throughout nearly all of the 66 square miles of Norfolk.

Next considering the quality of the datapoints, in both Carpenter and Beautiful Struggle, the disputed surveillance followed people beyond their public movements in their car,

[16] To the extent that Plaintiffs suggest flaws in Defendants' calculations regarding frequency of captures due to the fact that Defendants' expert relied only on "full" plate matches, Plaintiffs do not offer a counter-calculation from their expert demonstrating a materially more intrusive level of tracking. As previously noted, the Court assumes in Plaintiffs' favor that Defendants' data reflecting the number of "hits" on Plaintiffs' vehicles is underinclusive, but Plaintiffs do not point to (nor is the Court otherwise aware of) anything in the record from which to infer that the data is materially underinclusive.

creating a more intrusive and pervasive trail that could be used to link them to schools, churches, hotels, homes, or businesses. See Scholl, 776 F. Supp. 3d at 720 ("Knowing what portions of an expressway someone passes tells the government far less about the privacies of life, than data that tracks . . . the movements of a cellphone's owner.") (cleaned up); Martin, 753 F. Supp. 3d at 473 ("In no sense does the technology, at present, rise to the level of all-encompassing surveillance threatened by GPS tracking, CSLI, or the AIR program."). To be clear, this Court does not suggest that following a person beyond their car is a prerequisite to finding that a dragnet-type surveillance program is constitutionally unreasonable. See Schmidt, 2025 WL 410080, at *8; see also Carpenter, 585 U.S. at 310 (noting that through two concurrences in Jones "a majority" of the Supreme Court had recognized that long-term warrantless GPS tracking of a vehicle is constitutionally unreasonable). However, the limitations of the ALPR data collected in this case are apparent when compared to the type and breadth of "encyclopedic" tracking in Carpenter and Beautiful Struggle that blanketed the respective cities.

As the data here does not follow a driver outside a car, it is more similar to the continuous GPS surveillance of a vehicle at issue in Jones than to the surveillance in Carpenter and Beautiful Struggle. See Scholl, 776 F. Supp. 3d at 719 (identifying Jones

as "a closer analogue"). That said, the ALPR data here is not continuous. As one of the two concurrences in Jones articulated:

> GPS monitoring generates a precise, comprehensive record of a person's public movements that reflects a wealth of detail about her familial, political, professional, religious, and sexual associations . . . [including] "trips the indisputably private nature of which takes little imagination to conjure: trips to the psychiatrist, the plastic surgeon, the abortion clinic, the AIDS treatment center, the strip club, the criminal defense attorney, the by-the-hour motel, the union meeting, the mosque, synagogue or church, the gay bar and on and on."

Jones, 565 U.S. at 415 (Sotomayor, J., concurring) (quoting People v. Weaver, 909 N.E.2d 1195, 1199 (N.Y. 2009)).

Critically, unlike the revealing inferences that can be drawn from knowing precisely where, or even roughly where, a vehicle starts a trip, drives, parks, lingers, or overnights anywhere across the entire city, Defendants' ALPR system only identifies a vehicle's location when it enters one of 75 areas. After the system identifies a car, it quickly loses the trail, and thus does not "follow" or "surveil" that same car unless it happens past another fixed ALPR camera. This could happen seconds later as the car turns right at an intersection with a four-camera cluster, or it could occur hours or even days later when the car next passes an ALPR camera several miles away. In light of the documented capabilities as established by the summary judgment record, Defendants' fixed ALPR cameras, like security cameras, are best described as "captur[ing] images of locations, not individuals."

Martin, 753 F. Supp. 3d at 473; Commonwealth v. Church, No. 737-25-1, 2025 WL 2908089, at *3 (Va. Ct. App. Oct. 14, 2025) (concluding that, even during the period that Norfolk's Flock data was retained for 30 days, "the 172 Flock cameras in use in Norfolk are not as intrusive as" the "cell towers" in Carpenter or the "aerial surveillance equipment" in Beautiful Struggle).

This Court does not discount the fact that Plaintiffs have demonstrated through their experts that ALPR data can assist in reconstructing a route that a driver might have taken on a given day. But the ability to leverage computer modeling driven by regional transportation data and other modeling assumptions is starkly different from recreating a citizen's actual movements with data collected from a dragnet-like system that actually surveilled those movements across the entire city. See Sturdivant, 786 F. Supp. 3d at 1112 (indicating that while the ALPR data helped law enforcement "infer[]" some of the defendant's route, the ALPR surveillance "did not generate enough data" to catalog every movement of his car; "[i]nstead, it provided discrete data points with considerable stretches of obscurity in between"). Here, the 75 ALPR clusters plainly permit rudimentary "tracking" on days that at least two data points from the same vehicle are captured, but the gaps in data between point A and point B are pronounced.[17] See

[17] Of course, if point A and point B were one block apart, and a city had an ALPR camera at the next street corner, and the next, and the next, the result

United States v. Jackson, No. 24-CR-10010, 2025 WL 1530574, at *3, 8 (D. Kan. May 29, 2025) (contrasting "two clear examples of widespread mass surveillance" in Beautiful Struggle and a Fifth Circuit "geofencing" case that tracked a user's location every few seconds, with "the limited surveillance of the [160 camera] Flock System" in Jackson); Scholl, 776 F. Supp. 3d 719-20 ("[T]he ALPR program lacks the same depth, breadth, and comprehensive reach as the surveillance at issue in Carpenter, Jones, and Leaders of a Beautiful Struggle," as Carpenter involved data collection in public and private spaces as often as "several times a minute," Beautiful Struggle surveillance followed cars and people "anytime they were outside," and the Jones surveillance followed a car "wherever it goes." (quotation marks omitted)).

Accordingly, despite Plaintiffs' counsel's effective advocacy, the Court must conclude that the limited number of photographs available on a 21-day rolling basis from 75 camera clusters in Norfolk does not "track" the whole of a person's movements nor does it provide an "intimate" window into where citizens drive, park, visit, linger, sleep, or patronize. To the extent that "other" police techniques can reveal this more sensitive information after an individual becomes the subject of a

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of a constitutional inquiry might track the concurrences in Jones. This Court, however, is limited to the facts before it, rather than possible future ALPR systems in Norfolk or elsewhere. Martin, 753 F. Supp. 3d at 476 (rejecting speculation about future ALPR capabilities).

police investigation (including information gathered when police lawfully "tail" a citizen), it is these techniques, and not Defendants' ALPR system, that reveal the privacies of life. See Beautiful Struggle, 2 F.4th at 344-45 (explaining that while deductions that allow the government to recreate a "detailed log" of a person's movements can be informed by both the challenged technology and "other information" gathered in other ways, the Fourth Amendment analysis turns on whether the challenged technology "is what enables deductions from the whole of individuals' movements" (emphasis added)).

The above analysis is not undermined by the reality that Defendants' ALPR system can be used, in certain circumstances, to roughly reconstruct one route, or to link a vehicle to one church or to one business due to the fortuitous placement of one or more ALPR cameras. Critically, the constitutional concern in Carpenter and Beautiful Struggle was not reconstructing one route, but tracking all (or nearly all) of a citizen's movements. See United States v. Goins, No. 3:23cr15, 2025 WL 1285936, at *3 (W.D. Va. May 2, 2025) ("[T]he two fixed [pole] cameras . . . only captured one aspect of the Defendant's life - when and how often he visited his girlfriend's business - [data that] . . . did not come close to creating a comprehensive record of his whereabouts or who he associated with when he was off-site."). Importantly, when police access comprehensive data reflecting "all of another's travels,"

they "can deduce whether he is a weekly church goer, a heavy drinker, a regular at the gym, an unfaithful husband, an outpatient receiving medical treatment, an associate of particular individuals or political groups – and not just one such fact about a person, but all such facts." Beautiful Struggle, 2 F.4th at 342 n.8 (emphasis added) (quoting United States v. Maynard, 615 F.3d 544, 562 (D.C. Cir. 2010)).[18]

Adding further gloss to the above, this Court finds it illustrative that the citizens of Virginia, presumably knowledgeable about the technology available both to police and to those who break the law, have become directly involved in the Flock ALPR camera debate through their elected state legislature. At a time when more and more of our activities are tracked through technology (both online and in the real world), the citizenry has increased familiarity with the ongoing need to examine and re-examine how society's privacy demands interact with the need to

[18] Presumably, in some locations around Norfolk, Defendants can likely determine where a vehicle starts or ends a specific trip. However, when the systemwide capabilities of Defendants' cameras are considered, these exceptions do not transform the Norfolk ALPR system into one that tracks the whole, or substantially the whole, of a person's movements. Tellingly, a lawful pole camera installed by police near a church or school can identify all the people who likely attend that church or school (regardless of their criminality) yet the ability to discover this one "intimate" datapoint does not render that camera unconstitutional. Cf. ECF No. 108-26, at 20 (reflecting Plaintiffs' expert's conclusion that Defendants have the capability to "monitor everyone who visits particular locations" as long as that location is adjacent to an ALPR camera (emphasis added)). The same can be said of an individual location where a constitutionally permitted police stakeout occurs over a period of time.

monitor and detect crime. In Virgina, this balancing has been determined at the state level, through legislation reducing the retention period of ALPR data to 21-days, limiting disclosure of data to law enforcement outside Virginia, and limiting the use of collected ALPR data to (1) investigations where there is "reasonable suspicion" that a crime was committed, (2) investigations into missing or endangered persons, or (3) situations where a "hot list" alert is linked to one of several qualifying categories. Va. Code § 2.2-5517 (effective July 1, 2025). The state statute also establishes an audit procedure. Id. While the public's involvement in crafting these guardrails does not insulate the statutory line-drawing from judicial scrutiny, it offers at least some indication that the use of ALPR systems within these parameters promotes public safety without transgressing the public's reasonable expectation of privacy.[19]

In summary, the ALPR technology in Norfolk "captures only the public movements of vehicles that happen to pass by locations on a public street in view of an ALPR camera," and due to the number

[19] To the extent Plaintiffs suggest that the better way to define the public's reasonable expectation of privacy is by drawing a parallel to "founding-era" privacy considerations, this shift offers little solace. Understanding that a person can be monitored at a discrete number of "checkpoints" in public — whether by outpost, watchtower or security camera — is far more consistent with traditional lawful surveillance than tracking a person's every step outside during daylight hours (whether walking or driving), or tracking people's general whereabouts a hundred or more times per day, including when they are inside private residences. See Carpenter, 585 U.S. at 316 ("Our decision today . . . [does not] call into question conventional surveillance techniques and tools, such as security cameras." (emphasis added)).

and locations of cameras presently deployed in Norfolk, "[e]ven in the aggregate, the ALPR cameras . . . do[] not approach the near-constant surveillance of cell-phone users' public and private move[ments] that so concerned the [Supreme] Court in Carpenter." United States v. Bowers, No. 2:18cr292, 2021 WL 4775977, at *3 (W.D. Pa. Oct. 11, 2021). The same holds true when comparing the ALPR data collected in Norfolk and the aerial images in Beautiful Struggle. Accordingly, Defendants have carried their burden to demonstrate that, on the record developed in this case documenting the capabilities of Defendants' ALPR system, Plaintiffs were not subject to an unconstitutional search. Defendants' summary judgment motion will therefore be granted as the evidence "is so one-sided" that Defendants "must prevail as a matter of law." McAirlaids, 756 F.3d at 310.

c. Plaintiffs' Legal Interpretation of Beautiful Struggle is Flawed

Based on the nature of Plaintiffs' arguments in opposition to Defendants' summary judgment motion, the Court finds it appropriate to separately address Plaintiffs' assertion that controlling law in this Circuit compels this Court to find that a "search" occurred if the ALPR data can be combined with other data in jigsaw-puzzle fashion in order to infer or approximate the whole of a person's movements. ECF No. 108, at 26 (arguing that the key question is whether Defendants "could, in combination with other information,

deduce a detailed log of [a person's] movements" (quoting Carpenter, 585 U.S. at 312)); ECF No. 140, at 23-28 (arguing that, under Beautiful Struggle, the police's reliance on other tools and techniques to assist in their tracking does not "insulate" a search from constitutional scrutiny).

After careful consideration, this Court rejects Plaintiffs' suggestion that as long as a technology contributes to a police department's ability to "track" an individual's movements, the use of that technology violates an objective expectation of privacy and thus constitutes an unconstitutional search. To the contrary, the more police work necessary to "fill in the gaps" to build a path of travel (such as monitoring a suspect's residence, tailing a person, interviewing citizens or accessing citizen-provided doorbell camera footage, or placing a pole camera near a place of business), the less the rudimentary "tracking" technology under review can be said to be "capturing" or creating a record of all, or virtually all, of a person's movements.

Crucially, in Beautiful Struggle, the challenged technology was itself fully tracking the actual movements of people and their cars whenever outside, and the most vital "supplementation" to this data was the investigation necessary to determine the identity of the blurred dot. Once the dot's identity was determined, the aerial surveillance data itself routinely revealed "the whole" of the (now-identified) person's movements. See Beautiful Struggle,

2 F.4th at 343 (discussing the need to analyze other data "to deduce the people behind the pixels"). Likewise, in Carpenter, the near-continuous CSLI data effectively followed a citizen as if an ankle monitor were attached to him; the police only had to rely on "other information" to deduce precisely where a person traveled. Carpenter, 585 U.S. at 312. As the en banc Fourth Circuit explained when analyzing Carpenter, the use of this additional information to supplement the CSLI did not equate to "lumping together discrete surveillance activities to form a single, hodgepodge 'search.'" Beautiful Struggle, 2 F.4th at 345 (cleaned up). "Instead, because it was the CSLI that enabled the deductions, the search took place when the government accessed the CSLI alone." Id. (emphasis added). The Fourth Circuit reached the same conclusion regarding Baltimore's surveillance program, finding that "because AIR data is what enables deductions from the whole of individuals' movements, the Fourth Amendment bars BPD from warrantless access to engage in th[e] labor-intensive process" of making the necessary inferences. Id. (emphasis added).

Neither Carpenter nor Beautiful Struggle supports Plaintiff's argument that the collection and analysis of 2 or 3 (or even several more) scattered ALPR data points, sometimes miles and hours apart, constitutes a "search" simply because this data contributes one or more pieces to a larger investigative jigsaw puzzle. Importantly, here, and unlike in Beautiful Struggle, the ALPR data is not "what

enables deductions from the whole of individuals' movements," because it does not capture "the whole" of individuals' movements or even an analogue of "the whole." Beautiful Struggle, 2 F.4th at 345 (emphasis added). Plaintiff's jigsaw theory misconstrues the controlling legal standard outlined in Carpenter and Beautiful Struggle, and it is therefore rejected.

* * *

For all the reasons discussed above, Defendants' motion for summary judgment is **GRANTED**. ECF No. 112.

V. DISCUSSION - PLAINTIFFS' SUMMARY JUDGMENT MOTION

As analyzed above, Defendants' summary judgment motion is meritorious. Such finding, made when the case-specific facts are construed in the light most favorable to Plaintiffs, itself addresses and undermines most of the arguments advanced in Plaintiffs' cross-motion for summary judgment, a motion that the Court has separately analyzed after construing the facts in the light most favorable to Defendants. Defenders of Wildlife, 762 F.3d at 392. For the same reasons outlined above, Plaintiffs' summary judgment motion fails to demonstrate that Defendants' ALPR cameras capture enough data to (1) reveal "the whole" or virtual whole of their or other citizens' movements, or (2) permit deductions from the whole of their (or other citizens') movements.

The Court does, briefly, take up Plaintiffs' summary judgment claim that this Court should resolve the privacy dispute before it

not under the Jones "trespass" test, or the Katz "reasonable expectation of privacy" test, but instead under a third "ordinary meaning test." ECF No. 108, at 29. As Plaintiffs appears to concede, such argument is foreclosed by Supreme Court (and Fourth Circuit) precedent identifying the Katz test as the applicable test here. This argument, advanced by Plaintiffs to preserve it for appellate review, is therefore rejected.

After independent consideration, Plaintiffs' motion for summary judgment is **DENIED**. ECF No. 107.

VI. CONCLUSION

For the reasons set forth above, the Court **GRANTS** Defendants' summary judgment motion, ECF No. 112, and **DENIES** Plaintiffs' summary judgment motion, ECF No. 107.

The Clerk is **REQUESTED** to send a copy of this Opinion and Order to all counsel of record.

IT IS SO ORDERED.

/s/ MSD
Mark S. Davis
UNITED STATES DISTRICT JUDGE

Norfolk, Virginia
January 27, 2026

Agenda Item: 13.B
Date of Meeting: April 27, 2026
Department: Community Services

STAFF REPORT

To:	City Council
From:	Dan McElroy
Subject:	**Award Construction Bid for the Bishop Park Courts Resurfacing Project**
Prepared On:	April 20, 2026
Attachments:	Bishop Park Courts Resurfacing Project 2.1 (002) .2.pdf Court resurfacing bid analysis 2.25

Background/History:
The Bishop Park Courts Resurfacing Project was selected as a priority project for the 2025-2026 budget of the Community Services Department with an estimated cost of $90,000. The last resurfacing of the racquet courts was completed in 2010 and has outlived its useful lifespan. In February of 2026, this project was advertised and bids were received, but on March 9th bids were rejected due to incomplete documents and higher than anticipated bids, this allowed staff to refine the bid documents. The Community Services Department has readvertised the Bishop Park Courts Resurfacing Project for 14 days, and mandatory job-walk was performed on April 8th, 2026, During the job-walk, prospective bidders were able to address the rehabilitation of the racquet courts, including cracks, resurfacing materials, and stripping. On April 15 at 2pm sealed bids were opened and only one bid was received in the amount $98,430.00.

Analysis/Discussion:
The Community Services Department has developed the construction bid documents for the Bishop Park Court Resurfacing Project with an estimated cost of $90,000. As stated, sealed bids were opened at 2pm on April 15th with only one bid received from CH Court Tech Inc. in the amount of $98,430.00. The bid received for CH Court tech Inc. is higher than the estimate for this project. Community Services staff finds that this increase would be acceptable to complete this project. Staff requests increasing the Parks 001-031-56027 budget by $8,430.00 to cover the addition cost of this project.

Impacts to Council Goals and Strategic Planning Priorities:
The Bishop Park Courts Resurfacing Project was selected in the 2025-2026 strategic planning goals.

Budget Impacts:

If awarded, capital expense account 001-031-56027 must be increased by $8,430.00.

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

Recommended Action:

- Award the Bishop Park Courts Resurfacing Project to CH Court Tech Inc. in the amount of $98,430.00
- Authorize the construction contract with CH Court Tech Inc.
- Authorize a not-to-exceed amount of $98,430.00 including 10% contingency
- Increase Parks budget 001-031-52027 by $8,430.00

Approved By: Ethan Aukee 4/22/2026
Approved By: Dean Pucci 4/22/2026
Approved By: Pam Foster 4/22/2026
Approved By:

City of Bishop, California

Bidding Information

and

Contract Documents

for

City of Bishop Park Courts Resurfacing Project

in the

City of Bishop, County of Inyo, California

04-02-2026

Approved:
Daniel McElroy
Department of Community Services

Notice To Bidders

Sealed proposals will be received at the City of Bishop Community Services office, City Hall, 377 West Line Street, Bishop, California, 93514 until (2 :00 pm) in the afternoon on April 15, 2026 for furnishing all labor, materials, tools, implements and machinery to do and complete all work in a manner satisfactory to the City Representative, for the following project:

City of Bishop Park Courts Resurfacing Project

Together with such other incidental items as are necessary to complete the work in the manner and time prescribed and in strict conformity with the contract documents.

At 2:00 pm in the afternoon on the above date, said proposals will be publicly opened and read aloud.

All proposals shall be made using the forms furnished by the City and shall be enclosed and sealed in an envelope which is addressed to the Community Services, Bishop, California, and is clearly labeled:

City of Bishop Park Courts Resurfacing Project

Bid books including plans, specifications, bid forms to be used for bidding on this project and other contract documents can be obtained at the City of Bishop, City Hall, 377 West Line Street, Bishop, California, 93514, 760-873-5863 ext. 135 or by email to: recreation@cityofbishop.ca.gov. Only bids referencing all addendums issued for the project shall be considered. To receive addendums and other information issued on the project during the advertisement period, provide your contact information to the Bishop Community Services in City Hall at the above addresses and number at least three working days prior to bid opening.

This project is located in the front of the City Park at the Bishop Park Tennis/Pickleball Courts. The Bishop Park Courts Resurfacing Project will provide cleaning and grinding in preparation of the Acrylic repair to any existing surface and cracks on all four courts. This project is to provide new Acrylic surfacing and striping for new tennis lines on the four existing courts located at the Bishop City Park.

The project includes furnishing of all labor, implements, tools, machinery, materials and all other work required to complete the project.

Bidders must attend a mandatory pre-bid review of the project site at 700 N. Main St, Bishop Ca, with project staff at two o'clock (02:00) in the afternoon on April 08, 2026. To participate in this review, be at the project site at this date and time.

Addenda and Plan Holder Requirements Bidders must be listed on the official plan holders list in order to receive project updates and submit a bid. To be listed, Contact the Community Services Department at recreation@cityofbishop.ca.gov. at least three business days before the bid opening. Failure to do so will result in disqualification.

The estimated range for the construction cost of this phase of the project is from $70,000 and $90,000.

This project is City of Bishop funded, contracting preferences do apply to this project.

Technical questions should be directed to the Community Services Manager, City of Bishop, 377 West Line Street, Bishop, California, 93514, 760-873-5863 ext. 135, recreation@cityofbishop.ca.gov.

The successful bidder shall furnish all items required in the contract documents.

All proposals shall include prices for all items of work for all construction options contained in the contract documents. The City intends to award the contract to the bidder with the lowest responsive bid for the most extensive construction option the City is able to fund from the allotment available for this project. Responsive bid proposals shall include:

1. Completed Bid Form
2. Bid Bond or other security
3. Performance Bond
4. Payment Bond
5. Completed Non-collusion Declaration form
6. Completed Contractor's Certificate Regarding Worker's Compensation form
7. Completed Proposed Equipment and Material Manufacturers form
8. Completed Proposed Subcontractors form
9. Completed Contractor Licenses form

The City of Bishop hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of Bishop and available from the California Department of Industrial Relations' Internet web site at: http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The Contractor shall procure all required permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

The City Council of the City of Bishop, California, reserves the right to reject any and all proposals and to waive any formalities in the proposal.

Bid Form

Proposal to City of Bishop for the construction of

City of Bishop Park Courts Resurfacing Project

Bidder Information:

Name: _____

Address: _____

_____

Phone: _____

Email: _____

To the Bishop City Council:
Pursuant to and in compliance with your Notice to Bidders inviting sealed proposals (bids) and the other documents relating thereto, the undersigned bidder, being fully familiar with the terms of the contract documents, local conditions affecting the performance of the contract, the character, quality, quantities, and scope of work, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the contract and complete in a workman like manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other contract documents, including any future Addenda _____, _____, _____, and _____, for the prices hereinafter set forth.

The bidder, under penalty of perjury, certifies that, except as noted on an attached page, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager: Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; Does not have a proposed debarment pending; and Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years. If there are any exceptions to this certification, insert the exceptions on an attached page.

The undersigned as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein and that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the contract documents and that he will accept in full payment thereof the unit prices on the following page.

Base Bid Items

Item	Quantity	Unit	Description	Unit Price	Total Item Price
1	1	SF	Cleaning of surface including grinding of existing surface. Acrylic repair all cracks and surface flaws or defects 26,000 SF		
2	1	SF	Apply coat of adhesion promoter 26,000 SF		
3	2	SF	Apply two coats of Non-Slip Resurfacer. Apply two coats of Light Green Acrylic resurface all four courts 26,000 SF		
4	4	LS	Apply White color tennis lines to all four courts		

				Total Bid	

Total Bid, including options:

CY is cubic yard; EA is each; LF is linear foot; LS is lump sum; SF is square foot

In the event the total amount for an individual bid item does not agree with the product of the estimated quantity and unit price bid for that item, the unit price stated for the individual item shall govern and the incorrect total amount for that item shall be corrected. In the event the Total Bid does not agree with the sum of the total amounts bid for the respective bid items, the total amounts for the respective bid items shall govern and the incorrect Total Bid shall be corrected.

Unit prices for all items, extensions and total amount of bid must be shown. The proposal submitted shall be in effect for 30 days after the opening of bids.

Accompanying this proposal is a deposit in the form of a _____(Insert words "certified check", "cashier's check", "bid bond", "cash", or appropriate description of substitute security, as the case may be) in the amount of $_____ which amount is not less than 10% of the total bid, payable to the CITY OF BISHOP.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the contract documents or fails to furnish the required payment and performance bonds, or substitute, and insurance certificates and

endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City's reasonable attorneys' fees, incurred with or without suit.

The names of all persons interested in the foregoing proposals as principals are as follows. If bidder is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of firm, also names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if an individual, state first and last names in full; if the bidder is a joint venture, state the complete name of each party.

_____

_____

_____

_____

Authorized Bidder Representative:

Name (typed or printed): _____ (SEAL)

By: _____ _____
(Individual's signature – attach evidence of authority to sign)

Title: _____

Bid Bond

(10% of Total Bid Amount)

We, _____as Principal,

and _____as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein to the

City of Bishop, California

(herein called City) for payment of the penal sum of _____
_____
_____ Dollars ($_____), lawful money of the United States. Principal has submitted the accompanying bid for the construction of

City of Bishop Park Courts Resurfacing

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the City, at the price designated by his bid, and files two bonds with the City, or substitute security in lieu thereof, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by the City, and carries all insurance in type and amount which conforms to the contract documents, and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the City from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorney's fees incurred with or without suit.

Executed on _____

_____
PRINCIPAL

(Seal of Corporation) By _____

Title _____
(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____(Name and address of Surety)

_____

_____

_____

_____

_____(Name and address of Surety's agent for service of process in California, if different from above)

_____

_____

_____ (Telephone number of Surety's agent in California)

(Attach Acknowledgement)

_____
SURETY

By_____
(Attorney-in-Fact)

Non-collusion Declaration

The undersigned declares:

I am the _____

_____,

Of the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

Date _____ at

City, State _____

Signature _____

Printed Name _____

Contractor's Certificate Regarding Worker's Compensation

Description of Contract: City of Bishop **City of Bishop Park Courts Resurfacing**

Labor Code Section 3700 Provides (in part):

> "Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> A. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
>
> B. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____ _____
(Contractor)

By _____

_____
(Official Title)

Proposed Equipment And Material Manufacturers

Awarding of a contract will not imply approval by the City of the manufacturers or suppliers proposed by the Contractor. The proposed equipment and materials to be incorporated in the work, their manufacturers, and suppliers are:

Proposed Subcontractors

As required by Section 4100-4107 of the Public Contract Code, the Contractor shall list the subcontractors proposed for this project. No substitution will be permitted after award of contract except upon written approval of the City. The proposed subcontractors on this project are listed below. If small business subcontracting preference is claimed, provide percentage of total bid for each small business subcontractor.

Work	% of Bid	Name	License	PWCR	Location

Contractor Licenses

The Contractor's license classifications required for this project are as follows:

Contractors license is required, A-General Contractor or C-12 Earthwork and Paving.

These classifications are provided for information purposes only. The Engineer does not warrant that all classifications required for the project are listed.

It is the City's intent that "plans," as used in Public Contract Code Section 3300, is defined as the construction contract documents, which include both drawings and specifications.

The contractor hereby confirms that it has all licenses and permits required by federal, state, and local statutes, regulations, and ordinances. The following are the Contractor's applicable license numbers:

Contractor's License and PWCR Numbers	License Expiration Date
_____	_____
_____	_____
_____	_____
_____	_____

I state under penalty of perjury that all information submitted by me and included in this contract is true and correct.

Signature of Bidder: _____

Dated: _____

Agreement

THIS AGREEMENT, made and entered into by and between the

City of Bishop, California

hereinafter referred to as "CITY" and

_____

a corporation under the laws of the state of _____;

hereinafter referred to as "CONTRACTOR". CITY and CONTRACTOR agree as follows:

SCOPE OF WORK: Contractor shall furnish all materials and shall perform all of the work for the construction of the City of Bishop Park Pool Resurfacing Project;

1. in accordance with this agreement and the other contract documents.

2. TIME FOR COMPLETION: The work shall be completed within the times set forth in the contract documents. Time is of the essence and forfeiture due to delay will be assessed as provided for in the contract documents.

3. CONTRACT SUM: CITY will pay CONTRACTOR as described in the Contractor bid and the rest of the contract documents.

4. PAYMENTS: Payment will be made in accordance with the contract documents. The filing of the notice of completion by CITY shall be preceded by acceptance of the work made only by an action of the City Council.

5. COMPLIANCE WITH PUBLIC CONTRACTS LAW: CITY is a public agency in the State of California and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein and will be complied with by CONTRACTOR.

6. CONTRACT DOCUMENTS: The complete contract includes all of these documents:

   - Notice to Bidders
   - Bid Form
   - Agreement
   - Performance Bond
   - Payment Bond
   - Worker's Compensation Certificate

- Special Provisions
- Other referenced documents

This Agreement is executed by the CITY pursuant to an action of its Governing Body in session on _____, authorizing the same, and CONTRACTOR has caused this Agreement to be duly executed.

Dated:

_____By_____
City Administrator

Dated:

_____By_____
(Contractor)

Title: _____

APPROVED AS TO FORM:

_____
City Attorney

Performance Bond
(100% of the Agreement Amount)

We, _____as Principal,

and _____as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein to the

City of Bishop

(herein called City) for payment of the penal sum of _____ _____ Dollars ($_____), lawful money of the United States. City has awarded Principal a contract for the construction of

City of Bishop Park Courts Resurfacing Project

The condition of this obligation is such that if the Principal shall in all things abide by and well and truly keep and perform the covenants, and agreements in the said contract, and any alteration thereof made as therein provided, on his part to be kept and performed at the item and in the manner therein specified, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall indemnify and save harmless the City, the Engineer/Architect, the City's Representative, and their consultants, and each of their directors, officers, employees, and agents, as therein stipulated, this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed thereunder, or the plans and specifications shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should Owner become a party to an action on this bond, that each shall pay Owner's reasonable attorney's fees incurred therein in addition to the sum above set forth.

Executed in two original counterparts on _____, 20____

_____
PRINCIPAL

(Seal of Corporation) By _____

Title _____

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

_____

_____

_____

_____

_____ (Name and address of Surety's agent for service of process in California, if different from above)

_____

_____

_____ (Telephone number of Surety's agent in California)

(Attach Acknowledgement)

_____
SURETY

By_____
(Attorney-in-Fact)

APPROVED:

_____
(Attorney for CITY)

Payment Bond

(100% of the Agreement Amount)

We, _____as Principal,

and _____as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein to the

City of Bishop

(herein called City) for payment of the penal sum of _____

_____

_____ Dollars ($_____), lawful money of the United States. City has awarded Principal a contract for the construction of

City of Bishop Park Courts Resurfacing Project

If Principal or any of his subcontractors fails to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract or during the one-year guarantee period, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax board from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay the same in an amount not exceeding the sum specified above, and also will pay, in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed there under, or the plans and specifications shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorney's fees incurred with or without suit, in addition to above sum.

Executed in two original counterparts on _____, 20____

_____
PRINCIPAL

(Seal of Corporation) By _____

Title _____

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

_____

_____

_____

_____

_____ (Name and address of Surety's agent for service of process in California, if different from above)

_____

_____

_____ (Telephone number of Surety's agent in California)

(Attach Acknowledgement)

_____
SURETY

By_____
(Attorney-in-Fact)

APPROVED:

_____
(Attorney for CITY)

A. GENERAL PROVISIONS

1. GENERAL

Unless otherwise stated, the work embraced herein shall be done in accordance with the 2015 Standard Specifications and the Standard Plans of the State of California, Department of Transportation insofar as the same may apply and in accordance with these Special Provisions. Copies of the Standard Plans and the Standard Specifications may be obtained from the Department of Transportation. In addition the City of Bishop Specifications for Domestic Water and Sanitary Sewer System (1991) shall also apply. Copies may be obtained from the City of Bishop Public Works Department.

When approved by the Engineer, forms, documents, and standards equivalent to those specified may be used.

In the event of conflict between these Special Provisions, the project plans, and other standards specifications and plans, the order of precedence shall be as follows:

1. Special Provisions
2. Project Plans
3. City of Bishop Standard Details for Public Works Construction
4. Caltrans Standard Specifications
5. City of Bishop Specifications for Domestic Water and Sanitary Sewer System

2. GLOSSARY

All definitions and terms in Section 1-1.07B, Glossary, of the Standard Specifications shall apply, except whenever the following terms are used the intent and meaning shall be as follows.

Bid Item List: The bid form corrected for math errors.
Contract: Executed agreement between the City and Contractor.
Contract Documents: The documents which make up the Contract, including any and all documents incorporated therein; also, any and all written agreements between the City and Contractor which amend or change the Contract. Referred to as the Bid Book in the Standard Specifications.
City: The City of Bishop, State of California, working through its Community Services Department.
Department: The Community Services Department of the City of Bishop.
Manager: The Community Services Manager of the City of Bishop.
Department of Transportation: The Public Works Department of the City of Bishop, except when Department of Transportation publications are cited, such citations are to remain as written and refer to the State of California, Department of Transportation, also known as Caltrans.
Engineer: The City Representative of the City of Bishop, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

Laboratory: The Laboratory of the Public Works Department or other laboratories authorized by the Public Works Department of the City of Bishop to test materials and work involved in the Contract.
Office Engineer: The City Representative of the City of Bishop, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.
Owner: The City.
State or State of California: The City except when State publications or standards are cited, such cites are to remain as written and refer to the State of California.

3. CHANGES TO STANDARD SPECIFICATIONS

The following sections are deleted from the Standard Specifications:
2-1.02, Bid Ineligibility
2-1.06, Bid Documents
2-1.18, Small Business and Non-Small Business Subcontractor Preferences
2-1.27, California Companies
2-1.33D, Opt Out of Payment Adjustments for Price Index Fluctuations
3-1.08, Small Business Participation Report
3-1.11, Payee Data Record,

Delete the numbered list in Section 3-1.18, Contract Execution

Deleted the second and third paragraphs of Section 2-1.33A, Bid Document Completion - General.

Modify Section 5-1.23, Submittals, to identify each sheet by the project name.

Delete the column "Umbrella or excess liability" from Liability Limits table of Section 7-1.06D(2), Liability Limits / Additional Insureds.

4. PROPOSAL REQUIREMENTS

The bidder's attention is directed to the provisions in Section 2, Bidding, of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation and the submission of the bid. Subcontracting request forms are not required, but each proposal shall list the portion of work done by each subcontractor. A sheet for listing the subcontractors is included in the Proposal.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

5. BONDS

The Contractor, simultaneously with the execution of the contract, shall furnish a payment bond in an amount equal to 100 percent of the contract amount, or equivalent cash or security in lieu of bonds pursuant to Section 995.710 of the Code of Civil Procedures. Bonds shall be furnished by surety companies satisfactory to the City on the forms furnished as part of the contract documents. Surety companies, to be acceptable to the City, must be authorized to do business and have an agent for service of process in California.

6. SCOPE OF WORK

The scope of the work shall consist of the work described in the contract documents for the **City of Bishop Park Courts Resurfacing Project** and as provided in the improvement plans.

7. CONSTRUCTION STAKES

The City shall be responsible for all layout of improvements.

8. SUBMITTALS

In addition to submittals required in the Standard Specifications and elsewhere in these Special Provisions, the Contractor shall submit the following information to the City, seven (7) working days prior to beginning work for review and approval.

a) A schedule of work conforming to Section 8-1.02B, Level 1 Critical Path Model Schedule, of the Standard Specifications.
b) A health and safety plan.

Each submittal shall include a cover sheet clearly describing the purpose of the submittal and containing a statement that the contractor each page of submittals shall include a statement the contractor has examined and verified all field dimensions and measurements, field construction criteria, materials, and similar data, and they meet the requirements for the project. Submittals shall provide sufficient information to determine that the item is in compliance with the requirements.

9. PERMITS AND LICENSES

The following permits and licenses are known to be required for the work:

a) City of Bishop Business License

10. TIME OF COMPLETION

The Contractor shall have 45 working days to complete the work.

11. LIQUIDATED DAMAGES

Liquidated damages shall be $500 per day.

12. MEASUREMENT AND PAYMENT

All work will be measured and paid for as shown on the bid form and the contract documents.

Item quantities shall be measured by planned, actual, or lump sum in accordance with these special provisions. Item quantities to be measured for payment by planned quantities shall be based on theoretical or calculated quantities of completed work based on the plans. Item quantities to be measured for payment by actual quantities shall be determined by measurement of completed work.

The price paid for bid items shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing those items of work complete in place in accordance with the contract documents.

When the contract does not include a contract pay item for work required by the contract, full compensation for that work is included in the prices paid for the contract pay items included in the contract.

The Contractor with assistance from the City shall, on or before the tenth day of each calendar month after construction work is started, cause an estimate in writing to be made of the value of the work completed.

A request for payment shall be submitted by the Contractor each month and upon completion of all work for approval and payment by the City.

The City shall retain 10 percent of the estimated value of the work done and 10 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor, except that at any time after 20 percent of the work has been completed, if the Engineer finds that satisfactory progress is being made, the City may reduce the total amount being retained from payment pursuant to the above requirements to 5 percent of the estimated value of the work and materials and may also reduce the amount retained from any of the remaining partial payments to 5 percent of the estimated value of the work and materials. In addition, on any partial payment made after 95 percent of the work has been completed, the Department may reduce the amount withheld from payment pursuant to the requirements of this section to such lesser amount as the Department determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer.

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code concerning prompt payment to subcontractors.

13. RESOLUTION OF CLAIMS

All public works claims between the Contractor and City relating to this contract where the total claims of both parties are equal or less than $375,000 shall be resolved in accordance with Public Contract Sections 20104 et seq., which are incorporated herein by reference. There shall be no claims for labor compliance issues.

14. GENERAL SAFETY

Contractor shall transmit to the City copies of reports and other documents related to accidents and injuries encountered during this work. Where there is conflict between applicable safety orders, laws and regulations and policies, the more stringent measures shall apply.

15. CHEMICALS

The Contractor shall provide two copies of Material Safety Data Sheets to the City for all chemicals used during this project at least three days prior to bringing them on site. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

If the Contractor encounters hazardous substances during this work, he shall immediately notify the City and the County Environmental Services Office. Hazardous substances shall

be disposed of in accordance with the requirements of Inyo County Department of Environmental Health.

B. BID ITEMS

1. Cleaning, Preparation, and Crack Repair

- Contractor shall clean all four courts by use of pressure washer 3,000-4,000 PSI.
- Contractor shall grind existing coating to expose existing concrete Approx 26,000 SF.
- Repair all cracks, surface flaws, or defects with Acrylic crack repair and 60-80 mesh silica sand and 30-60 mesh silica sand for larger effected areas.
- Contractor shall Protect in Place all existing Tennis Net Mounts and Poles.

2. Apply 1 Coat of Adhesion Promoter

- Contractor shall apply 1 coat of Adhesion Promoter to all four courts. Approx 26,000 SF.

3. Apply 2 Coats of Non-Slip Resurfacer. Appy 2 coats of Light Green Acrylic Color.

- Contractor shall appt two coats of Non-Slip Resurfacer.
- Contractor shall apply 2 coats of Green Acrylic Color Surfacing to all four courts. Approx 26,000 SF
- Contractor shall use 60-80 mesh silica sand for anti-slip surfacing.

4. White Tennis Striping and Paint

- Contractor shall provide textured white striping of all four courts in accordance with ITF/USTA court regulations.

MATERIALS

1. Acrylic Crack Repair

Sports Master products are the standard product to be used. See attached Spec. Sheet.

2. Adhesion Promoter

Sports Master products are the standard product to be used. See attached Spec. Sheet.

3. Resurfacer

Sports Master products are the standard product to be used . See attached Spec. Sheet.

4. Light Green Acrylic Color Non-slip Surfacing

Sports Master products are the standard product to be used. See attached Spec. Sheet.

5. Textured White Tennis Striping and Paint

Sports Master products are the standard product to be used. See attached Spec. Sheet.

6. Surplus Excavated Material

Surplus soil and debris may be disposed of at the Bishop Sunland Landfill, 108 Sunland Indian Reservation Rd. Bishop, CA 93514.

City of Bishop 2026

Bishop Park Courts Resurfacing Project

Bid Analysis

Base Bid Items

Item	Quantity	Unit	Description	Unit Price	Total Item Price
1	1	SF	Cleaning of surface including grinding of existing surface. Acrylic repair all cracks and surface flaws or defects 26,000 SF	$39,372.00	$39,372.00
2	1	SF	Apply coat of adhesion promoter 26,000 SF	$9,843.00	$9,843.00
3	2	SF	Apply two coats of Non-Slip Resurfacer. Apply two coats of Light Green Acrylic resurface all four courts 26,000 SF	$39,372.00	$39,372.00
4	1	LS	Apply White color tennis line to all four courts	$9,843.00	$9,843.00

				Total Bid	$98,430.00