CITY OF BISHOP

CITY COUNCIL SPECIAL MEETING AGENDA

City Council Chambers - 301 West Line Street - Bishop, California
MONDAY, JUNE 30, 2025 - 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. Written public comments received after the deadline will be provided to the Council at the earliest possibility. Please note written public comments received will not be read aloud at the meeting.**

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

1. **CALL TO ORDER** - 6:00 p.m. Monday, June 30, 2025

2. **ROLL CALL**

3. **PUBLIC COMMENT FOR SPECIAL MEETINGS**

NOTICE TO THE PUBLIC: This time is set aside to receive public comment limited to the items listed below on the agenda and that no general public comments on non-agendized items will be permitted. When recognized by the Mayor, please state your name and address for the record and please limit your comments to three minutes.

4. 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. **Renewal of Solar Asset Management Agreement with TerraVerde Energy, LLC**
Recommended Action: Authorize the Public Works Director to execute the five-year Solar Asset Management Agreement with TerraVerde Energy, LLC in an amount not to exceed $60,000, with annual payments as outlined in the agreement with the option to opt out annually.

Solar Asset Management Renewal Agreement
Sole Source Memo - TerraVerde

B. **Proposed Amendment to the City Council Standards and Procedures, Section 5.2 Procedures for Appointments to Boards/Commissions/Committees.**
Recommended Action: Council consider amending the City Council Standards and Procedures, Section 5. Procedures for Appointments to Boards/Commissions/Committees, last paragraph to read:

A screening committee, composed of two Councilmembers, appointed by the Mayor and approved by the City Council; the City Administrator; and a Staff Member directly in charge of the subject Commission shall review the applications for each commission vacancy, interview applicants if deemed appropriate and check such reference as they may deem expedient, then make a nomination to the City Council for filling the commission vacancy.

5. NEW BUSINESS

A. **MEMORANDUMS OF UNDERSTANDING WITH THE BISHOP EMPLOYEES ASSOCIATION, MID-MANAGEMENT GROUP, MANAGEMENT GROUP, AND THE BISHOP POLICE OFFICERS ASSOCIATION**
Recommended Action: Council consideration to approve the Memorandums of Understanding between the City of Bishop and the Bishop Employees Association, Mid-Management Group, Management Group, and the Bishop Police Officers Association effective July 1, 2025 through June 30, 2028.

Bishop Employees Association MOU 2025-2028
Mid-Management Group MOU 2025-2028
Management Group MOU 2025-2028
Bishop Police Officers Association MOU 2025-2028

6. PUBLIC HEARING AND ACTION

A. **Appeal of Planning Commission Decision – Design Guidelines Compliance and Variance Findings for 168 East Line Street**
Recommended Action:

The City Council will hold a public hearing to consider the appeal submitted by

Robert Sharp regarding the Planning Commission's May 28, 2025, decision on the proposed project at 168 East Line Street. Following the hearing, the Council may take action to either deny the appeal or approve the appeal by resolution setting aside the Planning Commission's decision.

2025-06-02_Appeal Application_168 E Line
Public Comment
PC 2025-03 168 E. Line Variance_2025 05 28
Planning Commission Report
Planning Commission Minutes_05-28-2025
Staff report_05-28-2025
Vicinity Maps
168 E LINE_PROPOSAL
Notice of Public Hearing_Published
CHAPTER 17.46. - MUO-DT
Design Guidelines

7. ADJOURNMENT

Monday, July 28, 2025 at 6:00 p.m. Regular Meeting in the City Council Chambers

MEETING CANCELLED: Monday, July 14, 2025 at 6:00 p.m. Regular Meeting in the City Council Chambers

Agenda Item: 4.A
Date of Meeting: June 30, 2025
Department: Public Works

STAFF REPORT

To: City Council

From: Nora Gamino

Subject: **Renewal of Solar Asset Management Agreement with TerraVerde Energy, LLC**

Prepared On: June 17, 2025

Attachments: Solar Asset Management Renewal Agreement
Sole Source Memo - TerraVerde

Background/History:
Since installation in 2016, the City's three solar energy systems, at Well 2, Well 4, and the Wastewater Treatment Plant, have been supported by TerraVerde Energy, LLC for performance monitoring, maintenance coordination, and reporting. Their services have ensured consistent system performance, early issue detection, and compliance with performance guarantees.

Analysis/Discussion:
The proposed renewal agreement provides continued monitoring, reporting, and annual preventive maintenance of the City's solar systems. Services include:

- Real-time performance monitoring and reporting
- Issue resolution and coordination with equipment vendors
- Quarterly and annual operational and financial reporting
- Annual preventive maintenance and inspections
- Data collection and performance verification

The City has the option to opt out annually, providing flexibility if future needs change.

Justification for Sole Source Procurement: TerraVerde has provided asset management services since installation and is uniquely familiar with the City's systems. Transitioning to another provider would require duplicative onboarding efforts and risk temporary lapses in oversight, with no anticipated cost savings. A sole source procurement justification memo is attached.

Economic Impacts:
In 2023–24, the City saved approximately $64,500 in electricity costs through its solar energy

systems; without active oversight and maintenance coordination, something as minor as a 10% drop in performance could result in over $6,000 in lost annual savings.

Budget Impacts:
Annual service fees range from $10,000 in Year 1 to $14,000 in Year 5, for a total not to exceed $60,000 over five years. Funding is included in the adopted FY 2025–26 budget and will be included in future budgets subject to Council approval.

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

Recommended Action:
Authorize the Public Works Director to execute the five-year Solar Asset Management Agreement with TerraVerde Energy, LLC in an amount not to exceed $60,000, with annual payments as outlined in the agreement with the option to opt out annually.

Approved By: Ethan Aukee 6/23/2025
Approved By: Robin Picken 6/24/2025
Approved By: Deston Dishion 6/25/2025
Approved By:

ASSET MANAGEMENT SERVICES AGREEMENT

This Asset Management Services Agreement ("Agreement") is entered into as of **this 1st day of July, 2025** (the "Effective Date"), by and between City of Bishop, hereinafter referred to as ("Client") and TerraVerde Energy, LLC, a California limited liability company, hereinafter referred to as ("Consultant").

WHEREAS, Consultant is in the business of providing asset management services for energy systems;

WHEREAS, Client desires to retain the Consultant to provide the asset management services described herein for the energy systems ("System") described in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. The Services. Client hereby agrees to engage Consultant as an independent contractor to provide the services set forth in the scope of work attached hereto as Exhibit "A" and incorporated herein by this reference (collectively, the "Services"), with Client to cooperate as further provided in Exhibit A. Consultant shall determine the method, details and means of providing the Services. Consultant shall devote sufficient time to perform services under this agreement efficiently and effectively. Consultant may represent, perform services for and be employed by additional individuals or entities, in Consultant's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with the Client's business. Except as otherwise stated in this Agreement, Consultant will supply all tools and equipment necessary to perform this Agreement

2. Compensation. As consideration for the performance of the Services, Client shall pay Consultant a fee as described in Exhibit A (the "Service Fees"). In addition, Client shall reimburse Consultant for reasonable expenses directly related to the performance of the Services (e.g., travel expenses, legal fees, etc.). The Services Fee and any additional expenses shall be paid by Client to Consultant within thirty (30) days of receipt of an invoice for the same. Should any payment remain unpaid when due, a monthly service charge of 1.5% will be charged until the bill is paid in full and it shall constitute a material breach of this Agreement. Further, Consultant shall have the right to stop work if any payment is not made, when due, to Consultant, and Consultant may, after thirty (30) calendar days written notice of non-payment, keep the job idle until all payments due are received.

All billing communications shall be directed to the following Client contact:

Name: Jessica Ortiz
Title: Accounts Payable
Email Address: ap@cityofbishop.ca.gov
Phone Number: 760-873-5863

3. **Term and Termination**. This Agreement shall be effective as of the Effective Date. Unless earlier terminated pursuant to this section, the term of this Agreement is 5 years, as set out in Exhibit A; provided, however, that the Client may in its sole discretion and without penalty exercise the right to terminate this Agreement for convenience annually. To exercise its ability to terminate for convenience, the Client will provide written notice to Consultant at least ten days prior to the start of next service year.

Client may immediately terminate this Agreement if Consultant (i) is dissolved, (ii) fails to timely perform the Services in a commercially reasonable manner and such failure continues for a period of ten (10) business days after Consultant receives written notice of such failure, or (iii) materially breaches any provision of this Agreement, and fails to cure that breach within ten (10) business days of receiving written notice of such breach. Consultant may immediately terminate either this Agreement if Client (i) is dissolved, or (ii) materially breaches any provision of this Agreement, and fails to cure that breach within ten (10) business days of receiving written notice of such breach.

4. **Independent Contractor**. In the performance of the Services provided pursuant to this Agreement, the Parties agree and acknowledge that Consultant shall at all times be deemed to be an independent contractor of Client. No deductions shall be made from the payments made by Client to Consultant, including, but not limited to, withholding or other employment taxes, social security, state and federal unemployment contributions, or state or federal income tax or disability insurance contributions.

5. **Third Party Providers.** Consultant may engage sub-consultants and / or sub-contractors ("third party providers") as it deems advisable for the purpose of performing or carrying out any of its obligations under this Agreement. No such engagement shall relieve Consultant of any of its obligations or liabilities under this Agreement. The use of any third-party provider shall not result in an increase in the Services Fees, otherwise agreed to in writing in advance by both Parties. Consultant shall require that each sub-consultant and/or subcontractor agree to the same insurance and indemnification provisions in favor of the Client as apply to Consultant in this Agreement.

6. **Additional Services.** As described in Exhibit "B," attached hereto and incorporated, Client may request services from Consultant not included in the Services by submitting to Consultant a Work Order Request Form in the form of Exhibit "C," attached hereto and incorporated. If Consultant agrees to perform such services, it shall respond to the Work Order Request Form in writing. Fees for any additional work requested by Client shall be agreed upon in advance in writing in for the form the executed Work Order.

7. **Use of Data.** Client is the owner of all system performance data produced by the System's data acquisition system. As part of the services performed hereunder, Consultant shall collect and analyze such data on behalf of Client.

8. **Intellectual Property.** Any code or software deemed to be proprietary by Consultant and used by Consultant as part of delivering services under this Agreement shall remain the sole exclusive property of Consultant.

9. **Force Majeure.** Notwithstanding any other provision of this Agreement, each Party's obligations under this Agreement shall be suspended by any Force Majeure if and to the extent that such party is prevented or delayed from performing by reason of the Force Majeure; provided, however, that (a) the suspension of performance shall be of no greater scope and of no longer duration than is necessarily caused by the Force Majeure and required by any remedial measures, (b) no obligations of any party that arose before the occurrence of such causes shall be excused as the result of the occurrence, and (c) each party shall use commercially reasonable efforts to remedy its inability to perform; and provided, further, that no Force Majeure shall excuse any payment obligations of any party otherwise due hereunder. Each party shall notify the other as to the occurrence and resolution of any force majeure event.

"Force Majeure" means any occurrence that was not anticipated as of the Effective Date that: (a) in whole or in part: (i) delays a Party's performance under this Agreement; (ii) causes a Party to be unable to perform its obligations; or (iii) prevents a Party from complying with or satisfying the conditions of this Agreement; (b) is not within the control of that Party; and (c) the Party has been unable to overcome by the exercise of due diligence. "Force Majeure" includes an act of God, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, terrorism, sabotage, strike or labor dispute, or actions or inactions of any governmental authority.

10. **Limited Warranty.** Consultant warrants that Services provided pursuant to this Agreement shall be performed in a reasonable and workmanlike manner. Consultant further warrants that any services provided hereunder shall be performed in accordance with prudent industry practices, all applicable laws and regulations, specifications and processes recommended by the equipment manufacturers.

WARRANTY DISCLAIMER. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE SERVICES PROVIDED ON THE FACE OF THIS AGREEMENT. CONSULTANT DISCLAIMS ANY AND ALL WARRANTIES OF ANY OTHER KIND, INCLUDING ANY EXPRESS WARRANTY AND ANY WARRANTY OF MERCHANTANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION OF THE FOREGOING, CONSULTANT EXPRESSLY DISCLAIMES ANY IMPLIED OR EXPRESS WARRANTY AS TO ANY PARTICULAR LEVEL OF SYSTEM PRODUCTION OR FINANCIAL BENEFIT TO CLIENT.

11. **Indemnification**. To the fullest extent permitted by law, the Consultant shall indemnify, defend (with independent counsel approved by the Client) and hold harmless the Client, and its officers, agents, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Consultant or the acts or omissions of an employee, agent or subcontractor of the Consultant. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this Section are not limited by the provisions of the Section relating to insurance.

12. **Insurance.** See Exhibit D.

13. **Conflicts of Interest/Compliance with AB 334**. Consultant's Services under this Agreement shall not include preparing or assisting the Client with any portion of Client's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with Client. Client shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of a subsequent project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the Client to ensure that all, if applicable, bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

14. **Compliance with Laws**. Client and Consultant agree to comply with all applicable statutes and regulations, both state and federal, applicable to the operation and administration of this Agreement and the Services. Consultant agrees to comply with all local laws.

15. **Entire Agreement**. This Agreement and items incorporated herein contain all of the agreements of the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

16. **Amendments**. No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing of the Parties.

17. **Successors**. The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assignees of the respective Parties.

18. **Assignment**. Consultant acknowledges it has been awarded this Agreement by the Client as a sole source due to its experience with the System. This Agreement is not assignable.

19. **Governing Law; Venue**. This Agreement and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation, and effect, by the laws of the State of California. The Parties hereby irrevocably consent to the jurisdiction of the state courts located in Inyo County, California and federal courts for the Eastern District of California, in any action arising out of or relating to this Agreement, and waive any other venue to which either Party might be entitled by domicile or otherwise.

20. **Counterparts**. This Agreement may be signed by the Parties in different counterparts, which together shall constitute one agreement, even though all Parties may not have signed the same counterpart.

21. **Waiver**. A waiver of any breach of this Agreement by any Party to this Agreement shall not constitute a continuing waiver, or of any subsequent breach of the same, or of any breach of another provision of this Agreement.

22. **Notices**. All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the person to whom notice is to be given, (ii) on the date of receipt, if sent by facsimile to the person to whom notice is to be given at the facsimile number set forth below, or (iii) on the third day after mailing, if mailed to the party to whom notice is to be given by first-class mail, registered or certified, postage prepaid, addressed as follows:

To Client: City of Bishop
377 West Line Street
Bishop, CA 93514
Attn: Deston Dishion
E-mail: ngamino@cityofbishop.ca.gov

To Consultant: TerraVerde Energy, LLC
1300 22nd Street, Unit 401
San Francisco, CA 94107
Attn: Ali Chehrehsaz
E-mail: ali@terraverde.energy

A Party or other designated recipient may change its address by notifying the Parties and other designated recipients of its new address in accordance with the procedures set forth in this Section.

23. **Further Acts**. Each Party agrees to do all acts and things and to make, execute and deliver such written instruments as shall be reasonably necessary to carry out the terms and provisions of this Agreement and to complete the transactions contemplated herein.

24. **Authority.** Each of the individuals signing below warrants that s/he has authority to execute this Agreement on behalf of the party to be bound.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Consultant: TerraVerde Energy, LLC.

Name: Ali Chehrehsaz

Title: Chief Executive Officer

Signature: _____ Date: _____

Client: City of Bishop

Name: Nora Gamino

Title: Public Works Director

Signature: _____ Date: _____

Exhibit A
Services & Fees

Systems

Site Name	Operational Year	PV Size (kW-DC)
Well 2	2016	33.5
Well 4	2016	82.5
WWTP	2016	89.3
	TOTAL	**205.3**

Services

Task 1. Energy & Provider Performance Optimization

a. **System Performance Monitoring:** TerraVerde will monitor systems, ensuring that issues are detected early.
b. **Management Of System Issues & Corrective Maintenance:** TerraVerde will track and manage the timely resolution of identified issues. Activities on each issue are tracked and shared openly in our quarterly reports.
    a. Where applicable issue management will include enforcing *installer, equipment manufacturer, or (where applicable) O&M Provider* warranty, maintenance, and performance obligations.
    b. Otherwise, TerraVerde will provide as-needed corrective action services under Work Orders to be billed at an additional cost as authorized by Client.
c. **Management & Upkeep of a Facility Operation Plan:** TerraVerde will coordinate with the Client, and electric utility to collect available, relevant project documentation and store these in a secure data room, including reports, project contracts, project drawings, and utility agreements.

Task 2. Detailed Energy Performance Analysis & Financial Reporting

a. **Quarterly Operational Reports**: For each of the first three fiscal quarters (see schedule below), TerraVerde will prepare and deliver a detailed, transparent, actionable operational report, including:
    i. *Sites Summary*: a table summarize the location, age, size, and ownership structure of the systems
    ii. *Executive Summary*: graphs summarizing actual vs. expected system performance and energy usage across the portfolio of sites, along with brief narrative description of the performance and any key findings
    iii. *System Issues*: a detailed log of all cases opened over the quarter, including insights into the specific activities taken by TerraVerde to resolve the issues
    iv. *Site Specific Performance*: a detailed comparison of actual vs. expected performance at each site along with a comparison of actual vs. expected energy usage
b. **Annual Operational & Financial Report**: At the conclusion of each fiscal year (see scheduled below), TerraVerde will prepare and deliver a detailed, transparent, actionable operational report, including:
    i. *Sites Summary*: a table summarize the location, age, size, and ownership structure of the systems
    ii. *Fiscal Year Performance Executive Summary:* tables summarizing actual vs. expected: bill savings, operating expenses, revenues, net savings, system performance, and electricity usage. Additionally, TerraVerde will provide a brief narrative summary of operational and financial performance for the year.

iii. *Portfolio Wide Performance & Usage:* graphs showing actual vs. expected system performance and energy usage across the portfolio of sites

iv. *System Issues*: a detailed log of all cases opened, including insights into the specific activities taken by TerraVerde to resolve the issues

v. *Performance Guarantee Accounting:* a table showing the running total of any balances accruing to you from your third-party system owner relative to performance guarantee shortfalls

vi. *Site Specific Performance*: a detailed comparison of actual vs. expected performance at each site along with a comparison of actual vs. expected energy usage

vii. *Site-By-Site Shadow Billing Analysis:* tables what utility bills would have been at each site during each month vs. the actual bills, showing actual savings delivered at each site

c. Reporting Target Schedule: TerraVerde provide these quarterly and annual reports according to the following target schedule:

Performance Period	Report Delivered By
July – September Operational Report	End of November
October – December Operational Report	End of February
January – March Operational Report	End of May
April – June Operation Report & July – June Financial Analysis	End of September

Task 3. Annual Preventive Maintenance

a. Preventive Maintenance: Each year, TerraVerde will provide preventive maintenance services for all Client-owned systems:

i. I-V Curve Tracing: Record the I-V curve for each string at the string fuse level. Analyze resulting data to identify issues that require further attention. In the event that local weather conditions prevent I-V Curve tracing to be completed while on site, TerraVerde will notify Client. Should an additional truck roll be required to complete this activity, time would be charged at as an additional cost. Additional work to be approved in writing in advance by Client.

ii. Ground Fault Testing: Conduct ground fault testing at the inverter and record amperage values.

iii. Inverter Maintenance & Inspection: Conduct inverter maintenance and inspection activities as outlined by the manufacturer.

iv. Weather Data: Record plane of array irradiance for each unique PV array orientation, air temperature, cell temperature, and time of when the data was recorded at each site.

v. Visual Inspection: Visually inspect all components of the panels, wiring, inverters, combiner boxes, and racking structures. Conduct torque test inspection of 5% of all electrical terminations at each solar energy generation facility and record results. Provide a report on all findings and anomalies.

vi. Equipment Photographs: Collect photographs of all inverters (inside and outside) before and after maintenance. Include before/after photos of filters/screens when present.

vii. Thermal Imaging: Use a thermal camera to record and provide thermal images of all components of the system: wiring, inverters, and combiner boxes. Identify anomalies and issues including a 20 degree Celsius or higher delta among similar components (ex. strings in a combiner box) by highlighting the problem areas in the scan images and include a specific note in the Service Report.

viii. Site Inspection: Inspect and identify potential issues related to vegetation (particularly tree shading), debris, water penetration, weed abatement for ground mount projects, roof, etc. Provide a report on all findings and anomalies. Include a site map with locations noted for all potential issues including the identification of broken modules.

ix. Transformer Inspection & Maintenance: Conduct transformer maintenance as outlined by each manufacturer. Any consumables required (i.e. filters, fuses, etc.) or DGA (dissolved gas analysis) or more invasive periodic maintenance will be quoted & invoiced separately. Additional work to be approved in writing in advance by Client.

x. Line-Side Inspections: Inspect line-side disconnect connections where present (see as-built drawings) by confirming bolt torque marks and using thermal images. Work with Client to schedule utility shut-down to address issues if necessary (added cost based on time and material).

xi. Service Report: Prepare and deliver a Service Report covering all items in the Scope of Services on a per Site basis.

Price & Terms

Services to be provided for an initial term of five (5) years with the Client's option to opt out annually.

Performance Period	Service Fee	Due Date
July 2025 – June 2026	$10,000	July 1, 2025
July 2026 – June 2027	$11,000	July 1, 2026
July 2027 – June 2028	$12,000	July 1, 2027
July 2028 – June 2029	$13,000	July 1, 2028
July 2029 – June 2030	$14,000	July 1, 2029

Other Services

Other services including corrective action to manage third party provider to complete a retrofit project and those listed in Exhibit B will be invoiced on a time and materials basis per the Hourly Rates table, upon approval by the Client per the Work Order Request Form in Exhibit C.

Role	Hourly Rate
Project Coordinator	$195
Project Developer	$245
Sr. Engineer / Project Manager	$225
Principal Advisor	$255
Technical Supervisor	$295
Administrative	$160
Accounting	$185

Client's Responsibilities

1. Actively manage electricity usage at Client's facilities
2. Provide Consultant with access to:
    a. Performance Monitoring System and historical production records
    b. Information related to the System(s) including contracts, drawings, warranties, maintenance contracts, performance monitoring platforms, historical system performance data, and historical utility usage and billing data as applicable.
    c. Utility bills and data
3. Allow Consultant and its third-party providers, agents and employees with reasonable access to the System(s) during reasonable times and without prior notice as required for the performance of Service Provider's Scope of Work under this Agreement
4. Supervise Consultant and its third-party providers, agents and employees while services are performed at System Owner's site(s)
5. Review and respond to Consultant's maintenance and other recommendations

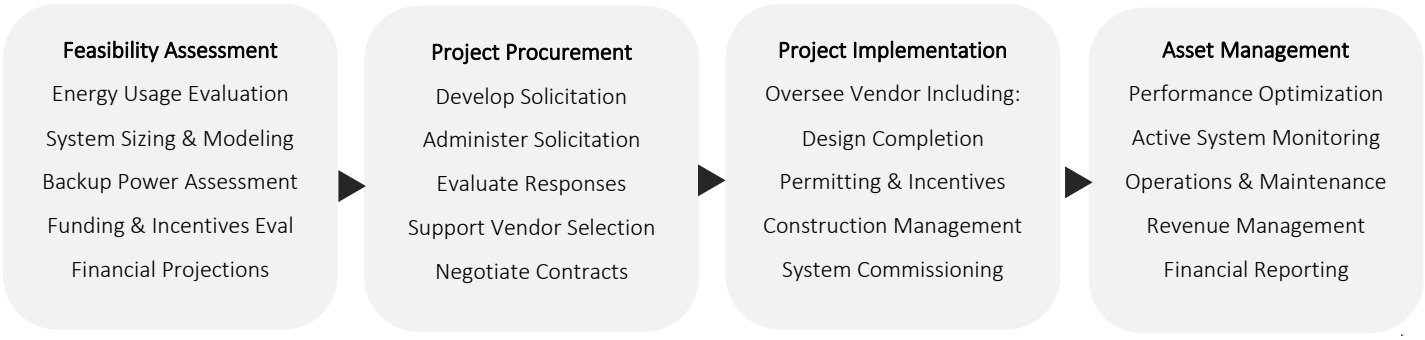
Exhibit B

About Us

TerraVerde Energy is an **energy consulting** firm proudly supporting California school districts and municipal agencies since 2009. We provide **owner's representative** services for planning, procurement, and project management of energy projects and programs. We support school districts with projects that help **reduce** their energy costs and become more **resilient** against power outages. Over the past 15 years, we have supported more than **140** public entities with over **270** energy project assessments and procurements.

Our Approach

We specialize in helping schools with their **energy infrastructure** planning & operation. Our expertise is in **solar**, **battery**, **microgrids**, **Electric Bus & white fleet** compliance as well as **vehicle electrification planning** and **charging infrastructure** deployment. We typically support school districts in a Stage Gate Model approach as shown here:



Our Services

The following are key services we provide to our school district clients:

1. **Assessment -** Project ideation, needs assessment, and **facility master plan integration**
2. **Savings Analysis** - Project financial and technical feasibility and **savings analyses**
3. **Procurement** - Project procurement services including competitive **RFQ/RFP solicitations**
4. **Contract Negotiation** - Design-build contract negotiations under **GC 4217**
5. **Project Oversight** - Project management and **contractor/installer owner's rep oversight**
6. **Design Review** - Design review, code, and **permit compliance** assessment
7. **Incentives & Tariffs** - Securing utility interconnections, **grant funds**, and **incentives**
8. **Project Turnover** - Post project completion **turnover** and **closeout**
9. **IRA Rebates -** Inflation Reduction Act Elective Pay filing to **secure refund** from the IRS
10. **O&M** - Ongoing **savings & performance reporting** of installations

Exhibit C
Work Order Request Form

TerraVerde ENERGY

WORK ORDER

WO#	

TerraVerde Contact		Requestor	
Name		Name	
Title		Organization	
Phone		Phone	
Email		Email	

Description

Terms	Total Price

Comments	Authorized By	
Unless otherwise specificized herein, this Work Order shall be subject to the terms and conditions of that certain Asset Management Services agreement executed between TerraVerde Energy and _____ on _____.	Signature	
	Name	
	Title	
	Date	

NOT AN INVOICE – PLEASE DO NOT PAY

EXHIBIT D

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Umbrella or excess liability insurance. Consultant shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrency of effective dates with primary policies.

Should Consultant obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance and required endorsements to Agency as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency for the contract period and any additional length of time required thereafter. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

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

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

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

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

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

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

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

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

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the Agency, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to Agency for review.

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

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

Timely notice of claims. Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance

under this Agreement, and that involve or may involve coverage under any of the required liability policies.

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

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

June 17, 2025

PUBLIC WORKS DEPARTMENT MEMORANDUM

Re: Sole Source Justification – Solar Asset Management Services Agreement with TerraVerde Energy, LLC

This memo documents the justification for renewing the City's agreement with TerraVerde Energy, LLC for asset management of City-owned solar systems at Well 2, Well 4, and the Wastewater Treatment Plant.

TerraVerde has managed these systems since their installation in 2016 and has in-depth knowledge of their performance, warranties, and maintenance history. Retaining TerraVerde ensures continuity, avoids the risk of oversight lapses, and eliminates onboarding costs associated with switching vendors.

The scope of services includes real-time monitoring, warranty enforcement, quarterly and annual reporting, and annual preventive maintenance. The fixed fee schedule is competitive, and no cost savings or service improvements are anticipated through competitive bidding. TerraVerde's expertise and track record support a sole source renewal.

The Public Works Department recommends proceeding with this agreement on a sole source basis.

Nora Gamino
Public Works Director

Agenda Item: 4.B
Date of Meeting: June 30, 2025
Department: Administration

STAFF REPORT

To: City Council

From: Deston Dishion

Subject: **Proposed Amendment to the City Council Standards and Procedures, Section 5.2 Procedures for Appointments to Boards/Commissions/Committees.**

Prepared On: June 24, 2025

Background/History:
The City Council Standards and Procedures are a living document and it is necessary to provide updates to them from time to time.

Analysis/Discussion:
All Commission and Committee members serve at the pleasure of the City Council and therefor should only be appointed by Council and Staff. This update will make that change to the manual.

Economic Impacts:
None

Budget Impacts:
None

Legal Review:
City Attorney Pucci has reviewed this item and verified that it complies with the law.

Recommended Action:
Council consider amending the City Council Standards and Procedures, Section 5. Procedures for Appointments to Boards/Commissions/Committees, last paragraph to read:

A screening committee, composed of two Councilmembers, appointed by the Mayor and approved by the City Council; the City Administrator; and a Staff Member directly in charge of the subject Commission shall review the applications for each commission vacancy, interview applicants if deemed appropriate and check such reference as they may deem expedient, then make a nomination to the City Council for filling the commission vacancy.

Approved By: Deston Dishion 6/25/2025

Approved By: Dean Pucci 6/27/2025
Approved By:
Approved By:

MEMORANDUM OF UNDERSTANDING

BETWEEN
BISHOP EMPLOYEES ASSOCIATION
AND
CITY OF BISHOP

July 1, 2025 – June 30, 2028

Approved by City Council:

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GENERAL PROVISION

ARTICLE I. PREAMBLE

This Memorandum of Understanding is made and entered into between the City of Bishop, hereinafter referred to as "the City" and the Bishop Employees Association hereinafter referred to as "the Association", pursuant to California Government Code, Section 3500 et. seq. *(Local Public Employee Organizations).* The purpose of this Memorandum of Understanding is the establishment of rates of compensation, hours of work and other terms and conditions of employment.

ARTICLE 2. RECOGNITION

1. The City of Bishop recognizes the Bishop Employees Association as the recognized and exclusive representative for the following classifications:

- Administrative Support Assistant
- Administrative Support Specialist
- Accounting Secretary/Budget Manager
- Administrative /Accounting Assistant
- Administrative Assistant, Fire Department
- Assistant Planner
- Community Services Administrative Assistant
- Executive Secretary/Assistant City Clerk
- Fire Captain
- Engineer
- Lead Maintenance Worker
- Maintenance Worker
- Parks Supervisor
- Parks Facilities Lead Worker
- Police Officer in Training
- Police Records Clerk

- Police Services Technician
- Public Services Officer
- Public Works Supervisor
- Public Works Secretary
- Recreation Supervisor

2. The City agrees to meet and confer exclusively with the Association on all matters relating to the scope of representation under the Meyers-Milias-Brown Act (Government Code Section 3500 et. seq.).

ARTICLE 3. SEVERANCE

1. If any provision of the agreement should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed, and all other provisions of the agreement shall remain in full force and effect for the duration of the agreement.

2. In the event that any provision of the *"MOU"* should be found invalid, unconstitutional, unlawful or unenforceable, the City and the Association agree to meet and confer in a timely manner in an attempt to initiate a substitute provision. Such meet-and-confer discussions shall apply only to the severed provision of the agreement and related provisions.

ARTICLE 4. SOLE AGREEMENT

1. The policies collected in this Memorandum of Understanding constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties.

2. If, during the term of the *"MOU"*, the parties should mutually agree to modify, amend, or alter the provisions of this *"MOU"* in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Association. Any such changes validly made shall become part of this *"MOU"* and subject to its terms.

3. The waiver or breach of any condition of this *"MOU"* shall not constitute a precedent in the future enforcement of all terms and conditions herein.

ARTICLE 5. CONCLUSIVENESS

The City and the Association agree that during the negotiations which resulted in this *"MOU"*, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation; therefore, during the term of this agreement, the City and the Association shall not be obligated to meet and confer on any matter:

(a) whether or not specifically referred to in this *"MOU";*

(b) whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;

(c) whether or not the matters were proposed and later withdrawn during negotiations.

ARTICLE 6. FULL FORCE AND EFFECT

All wages, hours and terms and conditions of employment that are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set in the *"MOU"*, shall remain in full force and effect during the term of this *"MOU"* unless changed by mutual agreement.

RESPECTIVE RIGHTS

ARTICLE 7. ASSOCIATION RIGHTS

The Bishop Employees Association shall have the following rights and responsibilities:

1. The right to payroll deductions made for payments of organization dues and for City approved programs.

2. The use of City facilities without use charges for regular, normal and lawful Association activities, providing that appropriate advance arrangements are made.

3. Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting

members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of any department or with established safety or security requirements.

ARTICLE 8. CITY RIGHTS

The rights of the City include, but are not limited to the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine employment standards; direct its employees, take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; establish a classification plan; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

GRIEVANCE PROCEDURE

ARTICLE 9. GRIEVANCE PROCEDURES

1. PURPOSE

   The purpose of the Grievance Procedure is to:

   - Afford employees a systematic means of obtaining consideration of concerns or problems.
   - Provide that grievances are settled as near as possible to the point of origin.
   - Provide that appeals are conducted as informally as possible.

2. MATTERS SUBJECT TO GRIEVANCE

   Any violation which is alleged to have adversely affected the employee is considered to be a matter subject to review through the grievance procedure. An employee who is covered by a current memorandum of understanding (MOU) containing a grievance procedure shall only be eligible to file grievances under the provisions of the grievance proceedings contained in such MOU.

3. MATTERS NOT SUBJECT TO GRIEVANCE

A decision may be made at any step in the grievance procedure that the matter involved is not grievable. Matters are not grievable that concern the value, equity, purpose, or propriety of any policy, rule, or regulation. Matters which may not be grieved include but are not limited to compensation, work methods, equipment, hours of work, services provided, staffing levels and allocation to classifications. The grievance procedure is not intended to be used for the purpose of resolving complaints, requests, or problems which are appropriate for negotiations.

4. GRIEVANCE PROCEDURE

Step One

The employee shall discuss their complaint with the immediate supervisor. Within five (5) working days thereafter, the immediate supervisor shall give their decision verbally to the employee.

Step Two

If the employee and their immediate supervisor cannot reach a satisfactory agreement on the complaint within five (5) working days of the initiation of the discussion, the employee may file a written grievance concerning the matter with their department head. The employee shall clearly state the basis of the grievance, giving time, place, other persons involved, and any other pertinent information. The department head shall, within five (5) working days after receipt of a written grievance, supply an answer in writing to the aggrieved employee, explaining clearly their decision or proposed action and reasons therefore.

Step Three

Should the aggrieved employee not be satisfied with the answer received from their departmental head, they may, within five (5) working days after its receipt, file an appeal with the City Administrator. The City Administrator shall review the matter, investigate, and provide a written answer to the appeal within ten (10) working days explaining the decision or proposed action and reasons therefore.

Should the aggrieved employee not be satisfied with the answer received from the City Administrator, they may, within five (5) working days, file an appeal with the City Council. The City Council review shall be completed in a reasonable time period consistent with their time schedule and time depth of investigation required. The City Council's decision shall be final.

Step Four

An employee who has been served a notice of discipline which consists of a minimum of a three (3) day suspension without pay, may file an appeal within five (5) working days of its receipt with the City Administrator. The City Administrator shall review and investigate the matter, and provide a written answer to the appeal within ten (10) working days explaining the decision or proposed action and reasons therefore. Should the employee not be satisfied with the findings of the City Administrator they may within five (5) working days file an appeal with the City Council. The City Council's review shall be completed in a reasonable time period consistent with its time schedule and the depth of investigation required. The City Council's decision shall be final.

5. CONDUCT OF GRIEVANCE PROCEDURE

a. Time Limits

Time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned. Failure of the aggrieved employee to file an appeal within the specified time limit for any step of the procedure shall constitute an abandonment of the grievance.

b. Representation

The employee may request the assistance of another person of their own choosing in preparing and presenting their grievance to any level of review. Although the aggrieved employee may be assisted by representation of their own choice, they must be present personally and participate in the discussions and proceedings.

c. Use of Work Time

The employee may be privileged to use a reasonable amount of work time as determined by the appropriate department head or supervisor in conferring about and presenting the appeal.

d. No Reprisal

Any employee is assured of freedom from discrimination, coercion, restraint, or reprisal for using the grievance procedure.

e. Final Decision

The decision of the City Council shall be final and binding.

HOURS OF WORK AND OVERTIME

ARTICLE 10. HOURS OF WORK

1. The normal work week for employees is forty (40) hours. The standard work week begins at 12:00 a.m. midnight on Monday and ends at 11:59 p.m. on Sunday.

(a) Pursuant to Section 7(k) of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. Section 207(k), employees engaged in "fire protection activities." Normal work week shall consist of 53 hours within a seven-day work period. This seven-day work period begins Monday at 12:00 a.m. and ends Sunday at 11:59 p.m.

2. Alternative work schedules and work weeks may be established on a departmental basis with the approval of the City Administrator, with the needs of the department and the City being the primary consideration and the preferences of the employee being a secondary consideration.

3. The usual workday shall be eight (8) consecutive hours within a twenty-four (24) hour period, inclusive of mealtime. The City Administrator may designate other normal working hours as required by the needs of the City. This may include what are referred to as "9-80" or "4-10" work schedules.

ARTICLE 11. OVERTIME

1. *FAIR LABOR STANDARDS ACT.* The negotiating teams for the City of Bishop and the Bishop Employees Association have agreed to the adoption of the following provisions relating to overtime:

(a) That any overtime hours worked within any given work period shall be compensated by overtime pay. Compensatory time off (CTO) may be authorized at the request of the employee and with the approval of the department head.

(b) Previously authorized CTO (see (a) above) can be accumulated to a maximum of eighty (80) hours. Hours in excess will be paid at the overtime rate.

(c) Employees are permitted to cash out a minimum of twenty (20) hours, up to a maximum of eighty (80) hours from their compensatory time off (CTO) bank two (2) times per year. Upon written request submitted during the first pay period of November and March, a separate check for the requested hours to be cashed out would be paid on the second payday of November and March.

2. *RATE.*

(a) Employees shall be paid overtime at the rate of time and one-half their regular rate of pay, including special pay which is part of their regular pay (e.g., educational compensation).

(b) All overtime shall be recorded and paid on the basis of 15 minute increments, such that for each full 15 minute period worked, the employee shall be compensated to the nearest quarter hour of overtime.

(c) Employees who are required to work on a holiday shall be paid at the overtime rate and shall also accrue holiday hours based on the hours worked not to exceed 8 accrued hours.

3. *HOURS PAID.* Overtime shall be paid after eight hours worked in a day inclusive of mealtime for all employees other than those engaged in "fire protection activities." A two-hour minimum will be paid for all eligible employees who are required to attend meetings after normal work hours.

(a) Under 7(k) of the FLSA, "fire protection" employees are entitled to overtime after working 53 hours in the seven-day work period.

4. *HOURS WORKED.* Holidays, vacation, CTO and sick leave shall be included in the 8/40 hours for the purpose of computing overtime.

5. *COMPENSATING TIME OFF.* Notwithstanding the provisions of this section, employees may be granted compensatory time off for overtime credit pursuant to Article 11, 1(a) and (b).

6. *SCHEDULING COMPENSATING TIME OFF.* Request to use compensating time off shall be granted with due regard for operational necessity such as staffing levels. Time taken off shall be at the discretion of the department head and subject to the maximum allowable accumulation limit of 80 hours and with due regard for the wishes of the employee.

7. *EMERGENCY CALL OUTS.* In the event an employee is called to work other than their regular hours, they will be paid as follows:

(a) Public Works and Community Services maintenance employees; A minimum of four (4) hours overtime regardless of the time it takes to complete the call-out. Time expended in excess of four (4) hours will be paid at time and one-half providing the employee is not on regularly scheduled work hours. The above guidelines shall only apply to emergency callouts and not to meetings and/or scheduled events.

8. *PERSONNEL ASSIGNED DUTY TIME.*

(a) Public Works employees on duty time will receive an additional $4.00 per hour from 3:30 p.m. to 7:00 a.m. during regular workdays and 24 hour periods during weekends and holidays.

(b) "Fire Protection" employees on duty time will receive an additional $4.00 per hour from 4:30 p.m. to 7:30 a.m. during regular workdays and 24 hour periods during weekends and holidays.

PAY PROVISIONS

ARTICLE 12. SALARY

PAY PROVISION for the members of the Association is established in the City Monthly Salary Schedule for the current fiscal year attached as Exhibit 1. Cost of Living Adjustments are scheduled as follows:

- All salaries shall be adjusted annually on the first pay period following July 1 by the Cost of Living. Cost of Living shall be determined by the March-to-March change of the BLS (Bureau of Labor Statistics) Riverside-San Bernardino-Ontario Consumer Price Index. The CAP on the COLA will be no less than 1% and no more than 4% of the Urban Wage Workers and Clerical Workers.
- Employees shall be notified of the COLA adjustments for the upcoming fiscal year by June 1st.

ARTICLE 13. INCENTIVE PAY CAP

1. Employee incentive pay will be capped at fifteen percent (15%) effective July 1, 2018. Those employees with incentives more than fifteen percent (15%) will be held at their current accumulation. No new incentives will be added.

ARTICLE 14. EDUCATIONAL INCENTIVE PAY

1. The City and the Association agree that an employee's possession of certain appropriate certifications, licenses, degrees, and skills which are not a part of the required qualifications for a position (as outlined in the position's job description) may be of value to the City, and, when utilized, increase the employee's value. Full-time, permanent employees shall receive educational incentive pay if they qualify under the following definitions:

(a) Employees must actively and regularly utilize certifications, licenses, degrees, and skills that benefit the City in order to qualify and maintain educational incentive pay status.

(b) Final approval of Educational Incentive Pay status shall be determined by the employee's Department Head.

(c) Degrees for which incentive pay is awarded shall relate directly to the department or position.

(d) All college degrees or units of credit shall be from an accredited college, defined as a community college, college, or university accredited as such by: (1) the Department of Education of the state in which the college community college, or university is located, or (2) the recognized national accrediting body, or (3) the state university in the state in which the community college, college or university is located.

(e) This educational incentive plan shall apply to all members represented by the Association for degrees or certificates as listed below which are earned at any time.

1)	AA Degree	5%
2)	BA Degree	5% Accumulative
3)	MA Degree	5% Accumulative
4)	PhD	5% Accumulative

(f) The Public Services Officer shall be eligible for incentive pay upon successful completion of the following certification processes:

1)	General Contractors License	2.5%
2)	Building Inspector Certificate	2.5%
3)	Plumbing Inspector Certificate	2.5%
4)	Mechanical Inspector Certificate	2.5%
5)	Electrical Inspector Certificate	2.5%
6)	Building Plans Examiner Certificate	2.5%

(g) Employees including Public Works Supervisor, Lead Maintenance Worker, Maintenance Worker shall be eligible for incentive pay upon successful completion

of the certification processes. The following certificates will be treated as incentives and will be allowed at the Department Heads discretion.

1) Waste Water Treatment Plant Operator (Grade 2) 2.5%
2) Water Treatment Operator T1 or T2 2.5%
3) Water Distribution Operator D2 2.5%
4) Backflow tester (no more than 2 per department) 2.5 %

For CalPERS reporting purposes, item 1 and 2 are considered Sewer Crew Premium pay and items 3 and 4 are considered Water Certification Premium pay.

(h) Employees including Public Works Supervisor, Lead Maintenance Worker, Maintenance Worker, Parks Supervisor and Parks Facilities Lead worker shall be eligible for incentive pay upon successful completion of the certification processes. The following certificates will be treated as incentives and will be allowed at the Department Heads discretion.

1) Certified pesticides applicator (no more than 1 per department) 2.5%

(i) Employees including Administrative Support Assistant, Administrative / Accounting Assistant, Community Services Administrative Assistant, Police Records Clerk and Fire Administrative Assistant shall be eligible for incentive pay upon successful completion of the certification processes. The following certificates will be treated as incentives and will be allowed at the Department Heads discretion.

1) Public Notary (no more than 1 per department) 2.5%

(j) "Fire protection" employees shall be eligible for incentive pay successful completion of the following certification processes. The following certificates will be treated as incentives and will be allowed at the Department Heads discretion.

1) Emergency Medical Technician (EMT) 2.5%
2) Emergency Medical Responder (EMR) 2.5%
3) Advanced Emergency Medical Technician (AEMT) 2.5%
4) Paramedic 2.5%

ARTICLE 15. BILINGUAL PAY

1. The City agrees to compensate employees who successfully demonstrate the ability to provide bilingual services to the public.

(a) Tier 1 – Those who can communicate with the public. 2%

(b) Tier 2 – Those who interview and interrogate. 3%

(c) Tier 3 – Those who speak, read and write. 5%

2. The City shall determine its needs for bilingual communication skills, including which positions qualify for pay under this paragraph and which specific languages other than English are needed for such positions. The City may also require testing of bilingual fluency as it deems necessary or desirable, as a prerequisite to being eligible for bilingual pay. Bilingual pay is not considered incentive pay.

ARTICLE 16. LONGEVITY PAY PLAN

1. Employees with the City:
   a. 8 years receive an additional 2% of base salary increase
   b. 13 years receive an additional 2% of base salary increase
   c. 18 years receive an additional 2% of base salary increase

2. For purposes of this section, length of service is defined as continuous uninterrupted service with the City except for periods of involuntary layoff. Each incentive step is accumulated. Example: an employee with 15 years of service is entitled to 2% + 2% for a total of 4%. Longevity Pay is not considered Incentive pay.

RETIREMENT

ARTICLE 17. RETIREMENT – FIRST TIER

1. All full-time employees hired before January 1, 2010 shall be entitled to the following retirement benefits and designated as "Tier 1":

A. Public Employees Retirement System (PERS)

(1) 2% at 55 benefit formula.

(2) Single highest year final compensation benefit.

(3) The City agrees to enroll all members of the Association in the PERS Retirement System. The City agrees to pay both the employer's share and the 7.0% employee's share (percentage subject to change by CalPERS).

B. Public Agency Retirement System (PARS)

(1) The City agrees to contract for an additional retirement formula enhancement program with the Public Agency Retirement System (PARS). The result of the combined plans (PERS and PARS) will be a 3% at 55 retirement benefit formula.

(2) The following requirements must be met in order to qualify for the enhancement program:

(a) A minimum of ten (10) years of service with the City of Bishop

(b) Retirement on or after the employee's 55th birthday

(c) A non-disability retirement

(d) Retirement from the City of Bishop

(e) Retirement eligibility with PERS under the 2% at 55 program and actual retirement

(f) Only years of service with Bishop are calculated for P.A.R.S. plan

2. The City agrees to provide by resolution with PERS consent for the employer paid member contribution program (EPMC) which will allow for the employee's contribution rate of salary to be included in calculating the final last year highest salary. This percent is presently 7%.

3. The City agrees to enroll all employees in the PERS 1959 Survivors Benefit at a minimal monthly cost paid for by the employee.

ARTICLE 18. RETIREMENT – SECOND TIER

Second Tier Members are defined as follows:

a. All full-time employees hired after January 1, 2010 and prior to January 1, 2013; and

b. All full-time employees hired after January 1, 2013 within six months of leaving a prior CalPERS employer as a Classic member and with service credit and contributions on deposit with prior employer.

1. All Second Tier Members shall be entitled to the following retirement benefits:

A. Public Employees Retirement System (PERS)

(1) 2% at 60 benefit formula.

(2) Single highest year final compensation benefit.

(3) The City agrees to enroll all members of the Association in the PERS Retirement System. The City agrees to pay both the employer's share and the 7.0% employee's share (percentage subject to change by CalPERS).

B. Public Agency Retirement System (PARS)

(1) The City agrees to contract for an additional retirement formula enhancement program with the Public Agency Retirement System (PARS). The result of the combined plans (PERS and PARS) will be a 3% at 60 retirement benefit formula.

(2) The following requirements must be met in order to qualify for the enhancement program:

(a) A minimum of ten (10) years of service with the City of Bishop

(b) Retirement on or after the employee's 60th birthday

(c) A non-disability retirement

(d) Retirement from the City of Bishop

(e) Retirement eligibility with PERS under the 2% at 60 program and actual retirement

(f) Only years of service with Bishop are calculated for P.A.R.S. plan

2. The City agrees to provide by resolution with PERS consent for the employer paid member contribution program (EPMC) which will allow for the employee's contribution rate of salary to be included in calculating the final last year highest salary. This percent is presently 7%.

3. The City agrees to enroll all employees in the PERS 1959 Survivors Benefit at a minimal monthly cost paid for by the employee.

ARTICLE 19. RETIREMENT – PEPRA

1. Pursuant to the Public Employees' Pension Reform Act of 2013 (PEPRA), all new member full-time employees hired after January 1, 2013 shall be entitled to the following retirement benefits and designated as PEPRA employees.

A. Public Employees Retirement System (PERS)

(1) 2% at 62 benefit formula.

(2) Highest average monthly pay rate for a three-year period.

2. The City agrees to enroll all members of the Association in the PERS Retirement System. PEPRA requires new members to pay a minimum of 50% of the actuarial determined normal cost for our plan. The current employee contribution rate is 6.5%. PEPRA prohibits the employer from paying the employee's share (percentage subject to change by CalPERS).

3. The City agrees to enroll all employees in the PERS 1959 Survivors Benefit at a cost of $2.00 per month paid for by the employee.

ARTICLE 20. P.A.R.S. CONTRACT AMENDMENT

1. The P.A.R.S. Enhancement Plan will be closed to new employees hired on or after July 1, 2012.

ARTICLE 21. RETIREMENT – SWORN FIRST TIER

1. All full-time employees hired before January 1, 2010 shall be entitled to the following retirement benefits and designated as "Tier 1":

A. Public Employees Retirement System (PERS)

(1)3% at 50 benefit formula.

(2)Single highest year final compensation benefit.

(3)The City agrees to enroll all members of the Association in the PERS Retirement System. The City agrees to pay both the employer's share and the 9.0% employee's share (percentage subject to change by CalPERS).

2. The City agrees to provide by resolution with PERS consent for the employer paid member contribution program (EPMC) which will allow for the employee's contribution rate of salary to be included in calculating the final last year highest salary. This percent is presently 9% (percentage subject to change by CalPERS).

3. The City agrees to enroll all safety members in the PERS 1959 Survivors Benefit at a cost of $2.00 per month paid for by the employee.

ARTICLE 22. RETIREMENT – SWORN SECOND TIER

1. All full-time employees hired after January 1, 2010 shall be entitled to the following retirement benefits and designated as "Tier 2":

A. Public Employees Retirement System (PERS)

(1) 3% at 55 benefit formula.

(2)Single highest year final compensation benefit.

(3)The City agrees to enroll all members of the Association in the PERS Retirement System. The City agrees to pay both the employer's share and the 9.0% employee's share (percentage subject to change by CalPERS).

2. The City agrees to provide by resolution with PERS consent for the employer paid member contribution program (EPMC) which will allow for the employee's contribution rate of salary to be included in calculating the final last year highest salary. This percent is presently 9% (percentage subject to change by CalPERS).

3. The City agrees to enroll all safety members in the PERS 1959 Survivors Benefit at a cost of $2.00 per month paid for by the employee.

ARTICLE 23. RETIREMENT – SWORN THIRD TIER (PEPRA)

1. Pursuant to the Public Employees' Pension Reform Act of 2013 (PEPRA), all new member full-time employees hired after January 1, 2013 shall be entitled to the following retirement benefits and designated as "Tier 3":

A. Public Employees Retirement System (PERS)

(1) 2.7% at 57 benefit formula.

(2)Highest average monthly pay rate for a three-year period.

(3)The City agrees to enroll all members of the Association in the PERS Retirement System. PEPRA requires new members to pay a minimum of 50% of the actuarial determined normal cost for our plan. The current employee contribution rate is 12.25% (percentage subject to change by CalPERS). PEPRA prohibits the employer from paying the employee's share.

2. The City agrees to enroll all safety members in the PERS 1959 Survivors Benefit at a cost of $2.00 per month paid for by the employee.

HEALTH AND WELFARE

ARTICLE 24. INSURANCE BENEFITS

1. The City agrees to contribute the amount necessary to pay the full cost of each employee or annuitant enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of ninety percent (90%) of the full cost of PERS Choice Other Southern Basic. Employee agrees to contribute ten percent (10%) of same costs. Current rates are available from the Finance Department.

2. The City agrees to maintain and incur the cost of the present benefit of the disability insurance premium for the employee.

3. The City agrees to maintain and incur the cost of the present benefit of the dental insurance premium for the employee and family.

4. The City agrees to maintain and incur the cost of the present benefit of the vision insurance premium for employee and family.

5. The City agrees to maintain and incur the cost of Basic Life and Accidental Death and Dismemberment premium for employee for $40,000/$40,000 in coverage.

ARTICLE 25. MEDICAL INSURANCE UPON LEAVING CITY SERVICE

1. In addition to allowable COBRA benefits, the City of Bishop agrees to the following medical insurance benefits upon separation and/or retirement from the City:

A. **Tier 1** – Those employees hired before January 1, 2010 retiring from the City are eligible for medical insurance as defined in ARTICLE 20 (1) above pursuant to Resolution No. 12-22 adopted October 9, 2012.

B. **Tier 2** – Those employees hired after January 1, 2010, retiring from the City are eligible for medical insurance upon retirement as defined in ARTICLE 20 (1) above pursuant to Resolution No. 12-22 adopted October 9, 2012 and subject to the conditions set forth below.

(a) Minimum of (ten) 10 years in PERS

(b) Five (5) years with City of Bishop

(c) Retirement from Bishop with above years of service would qualify for 50% of the City's contribution

(d) Each additional year in the PERS system would qualify the individual for an additional 5% of the contribution to a maximum of 100% of the contribution at the time of retirement.

ARTICLE 26. FITNESS INCENTIVE

1. In order to encourage the fitness, health and wellness of our employees, an incentive of a maximum of $500.00 per fiscal year will be provided to employees for enrollment to any of the following:

(a) Gym membership

(b) Online Fitness Programs

(c) Fitness Classes

(d) Personal Training fees

(e) Weight Reduction Programs

2. Reimbursement request shall be submitted in writing and can only be requested once per year. Upon receipt of request and proof of the employee's full payment of the total fee, the employee will be reimbursed up to the maximum $500.00. Employee agrees to any participation requirement set forth by the City. Employees are eligible to participate in City-sponsored wellness programs at no cost but are not eligible for any reimbursement under this Article for those classes.

PAID LEAVE

ARTICLE 27. SICK LEAVE

1. The employee shall be granted sick leave credits according to the following:

(a) Employees who were hired prior to July 1st, 2025, shall accrue sick leave with pay at the rate of sixteen (16) hours per month. Employees shall accrue eight (8) hours in the first and second pay period for each full month of continuous service in which the employee has worked, is on authorized leave of absence with pay, or is on Workmen's Compensation Leave. Sick leave may be accumulated without limit.

(b) Employees who are hired on or after July 1st, 2025, shall accrue sick leave with pay at the rate of eight (8) hours per month. Employees shall accrue four (4) hours in the first and second pay period for each full month of continuous service in which the employee has worked, is on authorized leave of absence with pay, or is on Workmen's Compensation Leave. Sick leave may be accumulated without limit.

(c) Employees hired on or after July 1st, 2025 shall be credited forty (40) hours of sick leave on the employees hire date. Such sick leave will be frontloaded and available for use beginning the first day of employment with the City.

3. Sick leave may be accumulated without limit.

4. The City's contract with PERS provides a formula-based credit for unused sick leave as additional credit for employees retiring under PERS.

5. Upon separation unused sick leave is not compensable.

ARTICLE 28. FAMILY SICK LEAVE

1. Any eligible employee who is absent from work by reason of attendance upon members of the immediate family whose illness requires the care of such employee may be allowed leave of absence with full pay not to exceed twelve (12) working days or 96 hours in any one year. Immediate family shall include the father, mother, father or mother of spouse, brother, sister, spouse or child of any eligible employee of the City. Such leave shall be deducted from accrued sick leave.

2. The City may allow for additional hours of accumulated sick leave for listed family members to be utilized in up to two work weeks (10 day) increments to a 12-week maximum per year. Authorization for the additional family sick time is at the discretion of the Department Head or City Administrator.

ARTICLE 29. BEREAVEMENT LEAVE

1. Any eligible employee who is absent from work by reason of a death in the immediate family of the employee may be allowed leave of absence with full pay not to exceed five (5) working days in any one year. Such leave shall not be deducted from accrued sick leave, holiday hours or vacation leave.

2. Definition of "Bereavement Leave Immediate Family" includes the grandfather, grandmother, grandfather or grandmother of spouse, father, mother, father or mother of spouse, brother, sister, spouse, child of any eligible employee of the City, child of employees brother or sister, or grandchildren of the employee.

ARTICLE 30. VACATION LEAVE

1. Vacation accrual begins upon employment and is available to be used after six months of employment.

2. The employee shall be granted vacation credits according to the following schedule, to be taken at the discretion of the department head:

Employment with City	Accrual

1 to 3 years	8 hours a month or 12 days a year
3 years 1 month to 10 years	10 hours a month or 15 days a year
Employment with City After 10 years	Accrual One additional day for each additional year of service to a maximum of 25 days

3. Accumulation may be no more than 280 hours vacation credits for employees with ten years or less of service, or 360 hours for employees with more than 10 years of service. Vacation credit exceeding the above limits at the end of each month shall be automatically cancelled.

ARTICLE 31. HOLIDAYS

1. The following thirteen (13) holidays with pay shall be observed:
   1) January 1st, "New Year's Day"
   2) The third Monday in January, "Martin Luther King's Birthday"
   3) The third Monday in February, "Washington's Birthday"
   4) The last Monday in May, "Memorial Day"
   5) July 4th, "4th of July"
   6) The first Monday in September, "Labor Day"
   7) The second Monday in October, "Columbus Day"
   8) November 11th, "Veterans Day"
   9) The Thursday known as "Thanksgiving Day"
   10) The Friday after the day known or established as "Thanksgiving Day"
   11) December 25th, "Christmas Day"
   12) Two days each year, the exact day to be selected by the employee but subject to the convenience of each department, as floating holidays.

2. Holiday hours may be accrued to a maximum of 120 hours. Hours in excess of one hundred twenty (120) hours will be cancelled. However, if staffing levels and/or scheduling does not permit an employee to use holiday hours accrued in excess of the one hundred twenty (120) hour cap, at the discretion of the department head, those excess hours will remain in the employee's Holiday Bank until the employee is able to take time off utilizing

the excess holiday hours. If an employee with excess holiday hours takes time off and utilizes time other than the excess holiday hours, the excess holiday hours will be cancelled.

3. Upon separation from the City, the maximum an employee will be paid for holiday accrual is one hundred twenty (120) hours regardless of how many hours in excess of the cap have been accrued due to staffing/scheduling issues.

ARTICLE 32. MILITARY LEAVE / JURY DUTY

Guidelines for MILITARY LEAVE and JURY DUTY are established in the City Personnel Manual.

ARTICLE 33. CATASTROPHIC LEAVE

1. The procedure for CATASTROPHIC LEAVE is set forth in the document entitled *"COWORKER DONATIONS OF ACCRUED LEAVE FOR CATASTROPHIC ILLNESS OR INJURY"* available in the City Clerk's Office.

UNIFORMS OR CLOTHING

ARTICLE 34. UNIFORMS OR CLOTHING

1. The City agrees to pay a uniform allowance of $1000.00 per year to the following positions:
   (a) Public Works Supervisor
   (b) Lead Maintenance Worker
   (c) Maintenance Worker
   (d) Parks Supervisor
   (e) Recreation Supervisor
   (f) Parks Facilities Lead Worker
   (g) Fire Captain
   (h) Engineer
   (i) Police Services Technician

The uniform allowance covers the cleaning, replacement and maintenance for the following items:

Pants	5 pairs
Safety Shoes	2 pairs
Shirts	5

2. This allowance shall be paid once per year on the first pay period in November.
3. The City agrees to cover the cost for the following items on an as needed basis:

Insulated Coveralls
Winter Hats
Rubber Boots
Rain Gear
Jacket
Prescription Safety Glasses

4. Office staff shall be furnished with two (2) professional work shirts embroidered with the City of Bishop logo.

MISCELLANEOUS PROVISIONS

ARTICLE 35. CITY RECREATIONAL PROGRAMS

1. Association employees, spouses, and children will be allowed to participate in City recreational programs at no cost on a space-available process only. It is understood that if enrollment numbers exceed the limit allowed for a program the employee, spouse or child will not be able to participate on the no-cost basis. To guarantee participation in a City program, the non-refundable deposit required for all participants must be paid in advance at the time of program registration. If the program does not exceed the maximum limit of participants, the employee, spouses and children are not required to pay the remaining

programs fees to participate. If full program fees were paid at time of registration a refund will be made for the amount paid minus the non-refundable deposit.

ARTICLE 36. DEFERRED COMPENSATION

The City will provide a two percent (2%) voluntary matching program to any of the approved deferred income programs. The City will match up to a maximum of two percent (2%) of yearly salary to the same extent the employee contributes to this program.

ARTICLE 37. AirMedCare PROGRAM

1. The City will provide a yearly membership in the AirMedCare Network Program at no cost to the employee.

CLOSING PROVISIONS

ARTICLE 38. RECOMMENDATION OF REPRESENTATIVES

The representatives of the City and the representatives of the Association, having met and conferred in good faith, have mutually agreed to recommend to the Bishop City Council and the general membership of the Association, that this Memorandum of Understanding be adopted and ratified and that the wages, hours, and other terms and conditions set forth herein be implemented.

ARTICLE 39. TERM

The term of this Memorandum of Understanding shall commence on July 1, 2025 and expires on June 30, 2028.

ARTICLE 40. SIGNATURE PAGE

This Memorandum of Understanding has been ratified and adopted pursuant to the recommendation of the following representatives.

BISHOP EMPLOYEES ASSOCIATION

By: _____ Date: 6-3-25

Casey Stewart, President

CITY OF BISHOP

By: _____ Date: _____

Karen Kong , Mayor

MEMORANDUM OF UNDERSTANDING

BETWEEN
MID-MANAGEMENT GROUP
AND
CITY OF BISHOP

July 1, 2025 – June 30, 2028

Approved by City Council:

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GENERAL PROVISION

ARTICLE I. PREAMBLE

This Memorandum of Understanding is made and entered into between the City of Bishop, hereinafter referred to as "the City" and the Mid-Management Group hereinafter referred to as "the Group," pursuant to California Government Code, Section 3500 et. seq. *(Local Public Employee Organizations).* The purpose of this Memorandum of Understanding is the establishment of rates of compensation, hours of work and other terms and conditions of employment.

ARTICLE 2. RECOGNITION

1. The City of Bishop recognizes the Mid-Management Group as the recognized and exclusive representative for the following classifications:

- Finance Director
- City Clerk
- Community Services Manager
- Personnel/Payroll & Benefits Specialist
- Police Captain
- Public Works Superintendent
- Principal Planner

2. The City agrees to meet and confer exclusively with the Group on all matters relating to the scope of representation under the Meyers-Milias-Brown Act (Government Code Section 3500 et. seq.).

ARTICLE 3. SEVERANCE

1. If any provision of the agreement should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed,

and all other provisions of the agreement shall remain in full force and effect for the duration of the agreement.

2. In the event that any provision of the MOU should be found invalid, unconstitutional, unlawful or unenforceable, the City and the Group agree to meet and confer in a timely manner in an attempt to initiate a substitute provision. Such meet-and-confer discussions shall apply only to the severed provision of the agreement and related provisions.

ARTICLE 4. SOLE AGREEMENT

1. The policies collected in this Memorandum of Understanding constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties.

2. If, during the term of the MOU, the parties should mutually agree to modify, amend, or alter the provisions of this MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Group. Any such changes validly made shall become part of this MOU and subject to its terms.

3. The waiver or breach of any condition of this MOU shall not constitute a precedent in the future enforcement of all terms and conditions herein.

ARTICLE 5. CONCLUSIVENESS

The City and the Group agree that during the negotiations which resulted in this MOU, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation; therefore, during the term of this agreement, the City and the Group shall not be obligated to meet and confer on any matter:

(a) whether or not specifically referred to in this MOU;

(b) whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;

(c) whether or not the matters were proposed and later withdrawn during negotiations.

ARTICLE 6. FULL FORCE AND EFFECT

All wages, hours and terms and conditions of employment that are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set in the MOU, shall remain in full force and effect during the term of this MOU unless changed by mutual agreement.

RESPECTIVE RIGHTS

ARTICLE 7. GROUP RIGHTS

The Mid-Management Group shall have the following rights and responsibilities:

1. The right to payroll deductions made for payments of organization dues and for City approved programs.

2. The use of City facilities without use charges for regular, normal and lawful Group activities, providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.

3. Reasonable access to employee work locations for officers of the Group and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of any department or with established safety or security requirements.

ARTICLE 8. CITY RIGHTS

The rights of the City include, but are not limited to the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine employment standards; direct its employees, take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; establish a classification plan; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 9. GRIEVANCE PROCEDURES

1. PURPOSE

   The purpose of the Grievance Procedure is to:

   - Afford employees a systematic means of obtaining consideration of concerns or problems.
   - Provide that grievances are settled as near as possible to the point of origin.
   - Provide that appeals are conducted as informally as possible.

2. MATTERS SUBJECT TO GRIEVANCE

   Any violation which is alleged to have adversely affected the employee is considered to be a matter subject to review through the grievance procedure. An employee who is covered by a current memorandum of understanding (MOU) containing a grievance procedure shall only be eligible to file grievances under the provisions of the grievance proceedings contained in such MOU.

3. MATTERS NOT SUBJECT TO GRIEVANCE

   A decision may be made at any step in the grievance procedure that the matter involved is not grievable. Matters are not grievable that concern the value, equity, purpose, or propriety of any policy, rule, or regulation. Matters which may not be grieved include but are not limited to compensation, work methods, equipment, hours of work, services provided, staffing levels and allocation to classifications. The grievance procedure is not intended to be used for the purpose of resolving complaints, requests, or problems which are appropriate for negotiations.

4. GRIEVANCE PROCEDURE

   Step One

   The employee shall discuss their complaint with the Department Head. Within five (5) working days thereafter, the Department Head shall give their decision verbally to the employee.

   Step Two

Should the aggrieved employee not be satisfied with the answer received from their departmental head, they may, within five (5) working days after its receipt, file an appeal with the City Administrator. The City Administrator shall review the matter, investigate, and provide a written answer to the appeal within ten (10) working days explaining the decision or proposed action and reasons, therefore.

Should the aggrieved employee not be satisfied with the answer received from the City Administrator, they may, within five (5) working days, file an appeal with the City Council. The City Council review shall be completed in a reasonable time period consistent with their time schedule and time depth of investigation required. The City Council's decision shall be final.

Step Three

An employee who has been served a notice of discipline which consists of a minimum of a three (3) day suspension without pay, may file an appeal within five (5) working days of its receipt with the City Administrator. The City Administrator shall review and investigate the matter, and provide a written answer to the appeal within ten (10) working days explaining the decision or proposed action and reasons, therefore. Should the employee not be satisfied with the findings of the City Administrator they may within five (5) working days file an appeal with the City Council. The City Council's review shall be completed in a reasonable time period consistent with its time schedule and the depth of investigation required. The City Council's decision shall be final.

5. CONDUCT OF GRIEVANCE PROCEDURE

a. Time Limits

Time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned. Failure of the aggrieved employee to file an appeal within the specified time limit for any step of the procedure shall constitute an abandonment of the grievance.

b. Representation

The employee may request the assistance of another person of their own choosing in preparing and presenting their grievance to any level of review. Although the aggrieved employee may be assisted by representation of their choice, they must be present personally and participate in the discussions and proceedings.

c. Use of Work Time

The employee may be privileged to use a reasonable amount of work time as determined by the appropriate department head or supervisor in conferring about and presenting the appeal.

d. No Reprisal

Any employee is assured of freedom from discrimination, coercion, restraint, or reprisal for using the grievance procedure.

e. Final Decision

The decision of the City Council shall be final and binding.

HOURS OF WORK AND ADMINISTRATIVE LEAVE

ARTICLE 10. HOURS OF WORK

1. *WORK WEEK*. The normal work week shall consist of forty (40) hours.

2. *WORKDAY*. The usual workday shall be eight (8) consecutive hours within a twenty-four (24) hour period, inclusive of mealtime.

3. The work week and workday for the Police Lieutenant shall be determined by the needs of the Department and the Police Chief and within the limits of the law.

ARTICLE 11. ADMINISTRATIVE LEAVE

Employees who are exempt from overtime pay provisions of the Fair Labor Standards Act are not eligible for paid overtime compensation but shall receive Administrative Leave time.

1. *ADMINISTRATIVE LEAVE*. Members of the Group shall receive 17 days (136 hours) of Administrative Leave on July 1st of each year. Leave is not accumulative and any balance as

of June 30th shall be automatically cancelled. Unused leave shall not be compensated for at time of separation.

2. *SCHEDULING ADMINISTRATIVE LEAVE.* Requests to use administrative leave shall be granted with due regard for operational necessity such as staffing levels. Time taken off shall be at the discretion of the Department Head and subject to the maximum allowable allocation of 136 hours and with due regard for the wishes of the employee.

PAY PROVISIONS

ARTICLE 12. SALARY

PAY PROVISION for the members of the Association is established in the City Monthly Salary Schedule for the current fiscal year attached as Exhibit 1. Cost of Living Adjustments are scheduled as follows:

- All salaries shall be adjusted annually on the first pay period following July 1 by the Cost of Living. Cost of Living shall be determined by the March-to-March change of the BLS (Bureau of Labor Statistics) Riverside-San Bernardino-Ontario Consumer Price Index. The CAP on the COLA will be no less than 1% and no more than 4% of the Urban Wage Workers and Clerical Workers.
- Employees shall be notified of the COLA adjustments for the upcoming fiscal year by June 1st.

ARTICLE 13. INCENTIVE PAY CAP

1. Employee incentive pay will be capped at fifteen percent (15%) effective July 1, 2018. Those employees with incentives more than fifteen percent (15%) will be held at their current accumulation. No new incentives will be added.

ARTICLE 14. EDUCATIONAL INCENTIVE

1. Educational incentive plan allowances shall apply to members represented by the Group for licenses and certificates as listed below:

(a) The Principal Planner shall be eligible for salary allowances up to a maximum of ten percent (10%) upon successful completion of the following certification processes:

1) Certified Economic Developer Certificate 2.5%
2) American Institute of Certified Planners 2.5%
3) California Environmental Quality Act Certificate 2.5%

(b) The Police Lieutenant shall be eligible for salary allowances up to a maximum of five (5%) upon attaining P.O.S.T. Certificates as follows:

1) P.O.S.T. Management Certificate 5%

(c) Members shall receive educational incentive pay if they qualify under the following definitions, according to the table in Section 4.

1) Degrees for which incentive pay is awarded shall relate directly to the department or position.
2) All college degrees or units of credit shall be from an accredited college, defined as a community college, college, or university accredited as such by: (1) the Department of Education of the state in which the college community college, or university is located, or (2) the recognized national accrediting body, or (3) the state university in the state in which the community college, college or university is located.
3) Educational incentive shall apply for degrees or certificates as listed below which are beyond the requirement of the position per the job description.
4) *TABLE OF INCENTIVE ALLOWANCES:*

DEGREE OR CERTIFICATE	*PERCENTAGE RAISE ALLOWED*
BA Degree	5%
MA Degree	5%

(d) Members shall be able to receive up to a maximum of 10% in Educational incentive pay.

(e) Members will be reimbursed for tuition and registration fees incurred in connection with job-related education or career development training, which shall include any courses that are either (a) job-related, (b) in the 100 series or above, (c) necessary to satisfy a job-related or career development degree requirement.

1) No member shall be reimbursed for more than two thousand dollars ($2,000) per year.
2) Education Training/Course must be approved by the City Administrator prior to becoming eligible for reimbursement.
3) The member must have completed the course with a grade of "C" or better or "pass" when taken on a pass/fail basis.
4) If a member enrolled in the reimbursement program leaves employment prior to completion of current classes, that member shall pay back the City of Bishop all reimbursements. This payback shall be taken out of said final paycheck.

ARTICLE 15. BILINGUAL PAY

1. The City agrees to compensate employees who successfully demonstrate the ability to provide bilingual services to the public.

(a) Tier 1 – Those who can communicate with the public. 2%

(b) Tier 2 – Those who interview and interrogate. 3%

(c) Tier 3 – Those who speak, read and write. 5%

2. The City shall determine its needs for bilingual communication skills, including which positions qualify for pay under this paragraph and which specific languages other than English are needed for such positions. The City may also require testing of bilingual fluency as it deems necessary or desirable, as a prerequisite to being eligible for bilingual pay. Bilingual pay is not considered incentive pay.

ARTICLE 16. LONGEVITY PAY PLAN

1. Employees with the City:
    a. 8 years receive an additional 2% of base salary increase
    b. 13 years receive an additional 2% of base salary increase
    c. 18 years receive an additional 2% of base salary increase

2. For purposes of this section, length of service is defined as continuous uninterrupted service with the City except for periods of involuntary layoff. Each incentive step is accumulated. Example: an employee with 15 years of service is entitled to 2% + 2% for a total of 4%. Longevity Pay is not considered Incentive Pay.

RETIREMENT

ARTICLE 17. RETIREMENT – NON-SWORN FIRST TIER

1. All full-time employees hired before January 1, 2010 shall be entitled to the following retirement benefits and designated as "Tier 1":

A. Public Employees Retirement System (PERS)

(1) 2% at 55 benefit formula.

(2) Single highest year final compensation benefit.

(3) The City agrees to enroll all members of the Association in the PERS Retirement System. The City agrees to pay both the employer's share and the 7.0% employee's share.

B. Public Agency Retirement System (PARS)

(1) The City agrees to contract for an additional retirement formula enhancement program with the Public Agency Retirement System (PARS). The result of the combined plans (PERS and PARS) will be a 3% at 55 retirement benefit formula.

(2) The following requirements must be met in order to qualify for the enhancement program:

(a) A minimum of ten (10) years of service with the City of Bishop

(b) Retirement on or after the employee's 55th birthday

(c) A non-disability retirement

(d) Retirement from the City of Bishop

(e) Retirement eligibility with PERS under the 2% at 55 program and actual retirement.

(f) Only years of service with Bishop are calculated for P.A.R.S. plan

2. The City agrees to provide by resolution with PERS consent for the employer paid member contribution program (EPMC) which will allow for the employee's contribution rate of salary to be included in calculating the final last year highest salary. This percentage is presently 7%.

3. The City agrees to enroll all employees in the PERS 1959 Survivors Benefit at a minimal monthly cost paid for by the employee.

ARTICLE 18. RETIREMENT – NON-SWORN SECOND TIER

Second Tier Members are defined as follows:

a. All full-time employees hired after January 1, 2010 and prior to January 1, 2013; and

b. All full-time employees hired after January 1, 2013 within six months of leaving a prior CalPERS employer as a Classic member and with service credit and contributions on deposit with prior employer.

1. All Second Tier Members shall be entitled to the following retirement benefits

A. Public Employees Retirement System (PERS)

(1) 2% at 60 benefit formula.

(2) Single highest year final compensation benefit.

(3) The City agrees to enroll all members of the Association in the PERS Retirement System. The City agrees to pay both the employer's share and the 7.0% employee's share.

B. Public Agency Retirement System (PARS)

(1) The City agrees to contract for an additional retirement formula enhancement program with the Public Agency Retirement System (PARS). The result of the combined plans (PERS and PARS) will be a 3% at 60 retirement benefit formula.

(2) The following requirements must be met in order to qualify for the enhancement program:

(a) A minimum of ten (10) years of service with the City of Bishop

(b) Retirement on or after the employee's 60th birthday

(c) A non-disability retirement

(d) Retirement from the City of Bishop

(e) Retirement eligibility with PERS under the 2% at 60 program and actual retirement.

(f) Only years of service with Bishop are calculated for P.A.R.S. plan

2. The City agrees to provide by resolution with PERS consent for the employer paid member contribution program (EPMC) which will allow for the employee's contribution rate of salary to be included in calculating the final last year highest salary. This percentage is presently 7%.

3. The City agrees to enroll all employees in the PERS 1959 Survivors Benefit at a minimal monthly cost paid for by the employee.

ARTICLE 19. RETIREMENT – NON-SWORN PEPRA

1. Pursuant to the Public Employees Pension Reform Act of 2013 (PEPRA), all new member full-time employees hired after January 1, 2013 shall be entitled to the following retirement benefits and designated as PEPRA employees:

A. Public Employees Retirement System (PERS)

(1) 2% at 62 benefit formula.

(2) Highest average monthly pay rate for a three-year period.

2. The City agrees to enroll all members of the Association in the PERS Retirement System. PEPRA requires new members to pay a minimum of 50% of the actuarial determined

normal cost for our plan. The current employee contribution rate is 8%. PEPRA prohibits the employer from paying the employee's share.

3. The City agrees to enroll all employees in the PERS 1959 Survivors Benefit at a cost of $2.00 per month paid for by the employee.

ARTICLE 20. P.A.R.S. CONTRACT AMENDMENT

1. The P.A.R.S. Enhancement Plan will be closed to new employees hired on or after July 1, 2012.

ARTICLE 21. RETIREMENT – SWORN FIRST TIER

1. All full-time employees hired before January 1, 2010 shall be entitled to the following retirement benefits and designated as "Tier 1":

A. Public Employees Retirement System (PERS)

(1) 3% at 50 benefit formula.

(2) Single highest year final compensation benefit.

(3) The City agrees to enroll all members of the Association in the PERS Retirement System. The City agrees to pay both the employer's share and the 9.0% employee's share.

2. The City agrees to provide by resolution with PERS consent for the employer paid member contribution program (EPMC) which will allow for the employee's contribution rate of salary to be included in calculating the final last year highest salary. This percentage is presently 9%.

3. The City agrees to enroll all employees in the PERS 1959 Survivors Benefit at a minimal monthly cost paid for by the employee.

ARTICLE 22. RETIREMENT – SWORN SECOND TIER

Second Tier Members are defined as follows:

a. All full-time employees hired after January 1, 2010 and prior to January 1, 2013; and

b. All full-time employees hired after January 1, 2013 within six months of leaving a prior CalPERS employer as a Classic member and with service credit and contributions on deposit with prior employer.

1. All Second Tier Members shall be entitled to the following retirement benefits:

A. Public Employees Retirement System (PERS)

(1) 3% at 55 benefit formula.

(2) Single highest year final compensation benefit.

(3) The City agrees to enroll all members of the Association in the PERS Retirement System. The City agrees to pay both the employer's share and the 9.0% employee's share.

2. The City agrees to provide by resolution with PERS consent for the employer paid member contribution program (EPMC) which will allow for the employee's contribution rate of salary to be included in calculating the final last year highest salary. This percentage is presently 9%.

3. The City agrees to enroll all employees in the PERS 1959 Survivors Benefit at a minimal monthly cost paid for by the employee.

ARTICLE 23. RETIREMENT – SWORN PEPRA

1. Pursuant to the Public Employees Pension Reform Act of 2013 (PEPRA), all new member full-time employees hired after January 1, 2013 shall be entitled to the following retirement benefits and designated as PEPRA employees:

A. Public Employees Retirement System (PERS)

(1) 2.7% at 57 benefit formula.

(2) Highest average monthly pay rate for a three-year period.

(3) The City agrees to enroll all members of the Association in the PERS Retirement System. The City agrees to pay both the employer's share and the 9.0% employee's share.

2. The City agrees to enroll all members of the Association in the PERS Retirement System. PEPRA requires new members to pay a minimum of 50% of the actuarial determined

normal cost for our plan. The current employee contribution rate is 13.75%. PEPRA prohibits the employer from paying the employee's share.

3. The City agrees to enroll all employees in the PERS 1959 Survivors Benefit at a cost of $2.00 per month paid for by the employee.

HEALTH AND WELFARE

ARTICLE 24. INSURANCE BENEFITS

1. The City agrees to contribute the amount necessary to pay the full cost of each employee or annuitant enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of ninety percent (90%) of the full cost of PERS Choice Other Southern Basic. Employee agrees to contribute ten percent (10%) of same costs. Current rates are available from the Finance Department.

2. The City agrees to maintain and incur the cost of the present benefit of the disability insurance premium for the employee.

3. The City agrees to maintain and incur the cost of the present benefit of the dental insurance premium for the employee and family.

4. The City agrees to maintain and incur the cost of the present benefit of the vision insurance premium for employee and family.

5. The City agrees to maintain and incur the cost of Basic Life and Accidental Death and Dismemberment premium for employee for $40,000/$40,000 in coverage.

ARTICLE 25. MEDICAL INSURANCE UPON LEAVING CITY SERVICE

1. In addition to allowable Consolidated Omnibus Budget Reconciliation Act (COBRA) benefits, the City of Bishop agrees to the following medical insurance benefits upon separation and/or retirement from the City:

A. **Tier 1** – Those employees hired before January 1, 2010 retiring from the City are eligible for medical insurance as defined in ARTICLE 23 above pursuant to Resolution No. 12-19 adopted August 13, 2012.

B. **Tier 2** – Those employees hired after January 1, 2010, retiring from the City are eligible for medical insurance upon retirement as defined in ARTICLE 23 above pursuant to Resolution No. 12-19 adopted August 13, 2012 and subject to the conditions set forth below.

(a) Minimum of ten (10) years in PERS

(b) Five (5) years with City of Bishop

(c) Retirement from Bishop with above years of service would qualify for fifty percent (50%) of the City's contribution.

(d) Each additional year in the PERS system would qualify the individual for an additional five percent (5%) of the contribution to a maximum of one hundred percent (100%) of the contribution at the time of retirement.

ARTICLE 26. FITNESS INCENTIVE

1. In order to encourage the fitness, health and wellness of our employees, an incentive of a maximum of $500.00 per fiscal year will be provided to employees for enrollment to any of the following:

   (a) Gym membership

   (b) Online Fitness Programs

   (c) Fitness Classes

   (d) Personal Training fees

   (e) Weight Reduction Programs

2. Reimbursement request shall be submitted in writing and can only be requested once per year. Upon receipt of request and proof of the employee's full payment of the total fee, the employee will be reimbursed up to the maximum $500.00. Employee agrees to any participation requirement set forth by the City. Employees are eligible to participate in City-sponsored wellness programs at no cost but are not eligible for any reimbursement under this Article for those classes.

PAID LEAVE

ARTICLE 27. SICK LEAVE

1. The employee shall be granted sick leave credits according to the following:

   (a) Employees who were hired prior to July 1st, 2025, shall accrue sick leave with pay at the rate of sixteen (16) hours per month. Employees shall accrue eight (8) hours in the first and second pay period for each full month of continuous service in which the employee has worked, is on authorized leave of absence with pay, or is on Workmen's Compensation Leave. Sick leave may be accumulated without limit.

   (b) Employees who are hired on or after July 1st, 2025, shall accrue sick leave with pay at the rate of eight (8) hours per month. Employees shall accrue four (4) hours in the first and second pay period for each full month of continuous service in which the employee has worked, is on authorized leave of absence with pay, or is on Workmen's Compensation Leave. Sick leave may be accumulated without limit.

   (c) Employees hired on or after July 1st, 2025 shall be credited forty (40) hours of sick leave on the employees hire date. Such sick leave will be frontloaded and available for use beginning the first day of employment with the City.

3. Sick leave may be accumulated without limit.

4. The City's contract with PERS provides a formula-based credit for unused sick leave as additional credit for employees retiring under PERS.

5. Upon separation unused sick leave is not compensable.

ARTICLE 28. FAMILY SICK LEAVE

1. Any eligible employee who is absent from work by reason of attendance upon members of the immediate family whose illness requires the care of such employee may be allowed leave of absence with full pay not to exceed twelve (12) working days or ninety-six (96) hours in any one year. Immediate family shall include the father, mother, father or mother of spouse, brother, sister, spouse or child of any eligible employee of the City. Such leave shall be deducted from accrued sick leave.

2. The City may allow for additional hours of accumulated sick leave for listed family members to be utilized in up to two work weeks (10-day) increments to a 12-week maximum per year. Authorization for the additional family sick time is at the discretion of the Department Head or City Administrator.

ARTICLE 29. BEREAVEMENT LEAVE

1. Any eligible employee who is absent from work by reason of a death in the immediate family of the employee may be allowed leave of absence with full pay not to exceed five (5) working days in any one year. Such leave shall not be deducted from accrued sick leave, holiday hours or vacation leave.

2. Definition of "Bereavement Leave Immediate Family" includes the grandfather, grandmother, grandfather or grandmother of spouse, father, mother, father or mother of spouse, brother, sister, spouse, child of any eligible employee of the City, children of employees brother or sister, or grandchildren of the employee.

ARTICLE 30. VACATION LEAVE

1. Vacation accrual begins upon employment and is available to be used after six months of employment.

2. The employee shall be granted vacation credits according to the following schedule, to be taken at the discretion of the department head:

Employment with City	Accrual
1 to 3 years	8 hours/month or 12 days/year
3 years 1 month to 10 years	10 hours/month or 15 days/year
After 10 years	One additional day for each additional year of service to a maximum of 25 days

3. Accumulation may be no more than 280 hours vacation credits for employees with ten (10) years or less of service, or 360 hours for employees with more than ten (10) years of service. Vacation credit exceeding the above limits at the end of each month shall be automatically cancelled.

4. Employees are permitted to cash out up to a maximum of eighty (80) hours from their vacation time off bank per year. Upon written request submitted to the payroll specialist, a separate check for the requested hours to be cashed out will be paid on the following payday after request is received. Employees are limited to two (2) requests per year.

ARTICLE 31. HOLIDAYS

1. The following twelve (12) holidays with pay shall be observed:
   1) January 1st, "New Year's Day"
   2) The third Monday in January, "Martin Luther King's Birthday"
   3) The third Monday in February, "Washington's Birthday"
   4) The last Monday in May, "Memorial Day"
   5) July 4th, "4th of July"
   6) The first Monday in September, "Labor Day"
   7) The second Monday in October, "Columbus Day"
   8) November 11th, "Veterans Day"
   9) The Thursday known as "Thanksgiving Day"
   10) The Friday after the day known or established as "Thanksgiving Day"
   11) December 25th, "Christmas Day"
   12) One day each year, the exact day to be selected by the employee but subject to the convenience of each department, as a floating holiday.

ARTICLE 32. MILITARY LEAVE / JURY DUTY

Guidelines for MILITARY LEAVE and JURY DUTY are established in the City Personnel Manual.

ARTICLE 33. CATASTROPHIC LEAVE

1. The procedure for CATASTROPHIC LEAVE is set forth in the document entitled *"COWORKER DONATIONS OF ACCRUED LEAVE FOR CATASTROPHIC ILLNESS OR INJURY"* available in the City Clerk's Office.

UNIFORMS OR CLOTHING

ARTICLE 34. UNIFORMS OR CLOTHING

1. The City will issue to the Police Lieutenant uniform items and safety equipment as listed under the Bishop Police Officers Memorandum of Understanding.

2. The City will issue to the Public Works Superintendent uniform items and safety equipment as listed under the Bishop Employees Association Memorandum of Understanding.

3. A uniform maintenance cost is assigned a value of $75.00 per month. This is for finance purposes only and does not create additional salary.

MISCELLANEOUS PROVISIONS

ARTICLE 35. CITY RECREATIONAL PROGRAMS

1. Association employees, spouses, and children will be allowed to participate in City recreational programs at no cost on a space-available process only. It is understood that if enrollment numbers exceed the limit allowed for a program the employee, spouse or child will not be able to participate on the no-cost basis. To guarantee participation in a City program, the non-refundable deposit required for all participants must be paid in advance at the time of program registration. If the program does not exceed the maximum limit of participants, the employee, spouses and children are not required to pay the remaining programs fees to participate. If full program fees were paid at time of registration a refund will be made for the amount paid minus the non-refundable deposit.

ARTICLE 36. DEFERRED COMPENSATION

1. The City will provide a two percent (2%) voluntary matching program to any of the approved deferred income programs. The City will match up to a maximum of two percent (2%) of yearly salary to the same extent the employee contributes to this program.

ARTICLE 37. AirMedCare PROGRAM

1. The City will provide a yearly membership in the AirMedCare Network Program at no cost to the employee.

CLOSING PROVISIONS

ARTICLE 38. RECOMMENDATION OF REPRESENTATIVES

The representatives of the City and the representatives of the Mid-Management Group, having met and conferred in good faith, have mutually agreed to recommend to the Bishop City Council and the general membership of the Association, that this Memorandum of Understanding be adopted and ratified and that the wages, hours, and other terms and conditions set forth herein be implemented.

ARTICLE 39. TERM

The term of this Memorandum of Understanding shall commence on July 1, 2025 and expires on June 30, 2028.

ARTICLE 40. SIGNATURE PAGE

This Memorandum of Understanding has been ratified and adopted pursuant to the recommendation of the following representatives.

MID-MANAGEMENT GROUP

By: _____ Date: 6/19/2025

Josh Ellsworth, Authorized Representative

CITY OF BISHOP

By: _____ Date: _____

Karen Kong, Mayor

MEMORANDUM OF UNDERSTANDING

BETWEEN
MANAGEMENT GROUP
AND
CITY OF BISHOP

July 1, 2025 – June 30, 2028

Approved by City Council:

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GENERAL PROVISION

ARTICLE I. PREAMBLE

This Memorandum of Understanding is made and entered into between the City of Bishop, hereinafter referred to as "the City" and the Management Group hereinafter referred to as "the Group," pursuant to California Government Code, Section 3500 et. seq. *(Local Public Employee Organizations).* The purpose of this Memorandum of Understanding is the establishment of rates of compensation, hours of work and other terms and conditions of employment.

ARTICLE 2. RECOGNITION

1. The City of Bishop recognizes the Management Group as the recognized and exclusive representative for the following classifications:

- Community Services Director (Not filled)
- Fire Chief
- Police Chief
- Public Works Director/City Engineer

2. The City agrees to meet and confer exclusively with the Group on all matters relating to the scope of representation under the Meyers-Milias-Brown Act (Government Code Section 3500 et. seq.).

ARTICLE 3. SEVERANCE

1. If any provision of the agreement should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed, and all other provisions of the agreement shall remain in full force and effect for the duration of the agreement.

2. In the event that any provision of the MOU should be found invalid, unconstitutional, unlawful or unenforceable, the City and the Group agree to meet and confer in a timely

manner in an attempt to initiate a substitute provision. Such meet-and-confer discussions shall apply only to the severed provision of the agreement and related provisions.

ARTICLE 4. SOLE AGREEMENT

1. If during the term of the MOU the parties should mutually agree to modify, amend, or alter the provisions of this MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Group. Any such changes validly made shall become part of this MOU and subject to its terms.

2. The waiver or breach of any condition of this MOU shall not constitute a precedent in the future enforcement of all terms and conditions herein.

ARTICLE 5. CONCLUSIVENESS

The City and the Group agree that during the negotiations which resulted in this MOU, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation; therefore, during the term of this agreement, the City and the Group shall not be obligated to meet and confer on any matter:

(a) whether or not specifically referred to in this MOU;

(b) whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;

(c) whether or not the matters were proposed and later withdrawn during negotiations.

ARTICLE 6. FULL FORCE AND EFFECT

All wages, hours and terms and conditions of employment that are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set in the MOU, shall remain in full force and effect during the term of this MOU unless changed by mutual agreement.

RESPECTIVE RIGHTS

ARTICLE 7. GROUP RIGHTS

The Management Group shall have the following rights and responsibilities:

1. The right to payroll deductions made for payments of organization dues and for City approved programs.

2. The use of City facilities without use charges for regular, normal and lawful Group activities, providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.

3. Reasonable access to employee work locations for officers of the Group and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of any department or with established safety or security requirements.

ARTICLE 8. CITY RIGHTS

The rights of the City include, but are not limited to the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine employment standards; direct its employees, take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; establish a classification plan; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 9. GRIEVANCE PROCEDURES

1. PURPOSE

   The purpose of the Grievance Procedure is to:

   - Afford employees a systematic means of obtaining consideration of concerns or problems.
   - Provide that grievances are settled as near as possible to the point of origin.
   - Provide that appeals are conducted as informally as possible.

2. MATTERS SUBJECT TO GRIEVANCE

   Any violation which is alleged to have adversely affected the employee is considered to be a matter subject to review through the grievance procedure. An employee who is covered by a current memorandum of understanding (MOU) containing a grievance procedure shall only be eligible to file grievances under the provisions of the grievance proceedings contained in such MOU.

3. MATTERS NOT SUBJECT TO GRIEVANCE

   A decision may be made at any step in the grievance procedure that the matter involved is not grievable. Matters are not grievable that concern the value, equity, purpose, or propriety of any policy, rule, or regulation. Matters which may not be grieved include but are not limited to compensation, work methods, equipment, hours of work, services provided, staffing levels and allocation to classifications. The grievance procedure is not intended to be used for the purpose of resolving complaints, requests, or problems which are appropriate for negotiations.

4. GRIEVANCE PROCEDURE

   Step One

   The employee shall discuss their complaint with the City Administrator. Within five (5) working days thereafter, the City Administrator shall give a decision verbally to the employee.

Should the aggrieved employee not be satisfied with the answer received from the City Administrator, they may, within five (5) working days, file an appeal with the City Council. The City Council review shall be completed in a reasonable time period consistent with their time schedule and time depth of investigation required. The City Council's decision shall be final.

Step Two

An employee who has been served a notice of discipline which consists of a minimum of a three (3) day suspension without pay, may file an appeal within five (5) working days of its receipt with the City Administrator. The City Administrator shall review and investigate the matter, and provide a written answer to the appeal within ten (10) working days explaining the decision or proposed action and reasons, therefore. Should the employee not be satisfied with the findings of the City Administrator they may within five (5) working days file an appeal with the City Council. The City Council's review shall be completed in a reasonable time period consistent with its time schedule and the depth of investigation required. The City Council's decision shall be final.

5. CONDUCT OF GRIEVANCE PROCEDURE

a. Time Limits

Time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned. Failure of the aggrieved employee to file an appeal within the specified time limit for any step of the procedure shall constitute an abandonment of the grievance.

b. Representation

The employee may request the assistance of another person of their own choosing in preparing and presenting their grievance to any level of review. Although the aggrieved employee may be assisted by representation of their own choice, they must be present personally and participate in the discussions and proceedings.

c. Use of Work Time

The employee may be privileged to use a reasonable amount of work time as determined by the City Administrator in conferring about and presenting the appeal.

d. No Reprisal

Any employee is assured of freedom from discrimination, coercion, restraint, or reprisal for using the grievance procedure.

e. Final Decision

The decision of the City Council shall be final and binding.

HOURS OF WORK AND ADMINISTRATIVE LEAVE

ARTICLE 10. HOURS OF WORK

1. *WORK WEEK*. The normal work week shall consist of forty (40) hours.

2. *WORKDAY*. The usual workday shall be eight (8) consecutive hours within a twenty-four (24) hour period, inclusive of mealtime.

ARTICLE 11. ADMINISTRATIVE LEAVE

Employees who are exempt from overtime pay provisions of the Fair Labor Standards Act are not eligible for paid overtime compensation but shall receive Administrative Leave time.

1. *ADMINISTRATIVE LEAVE*. Members of the Group shall receive seventeen (17) days (136 hours) of Administrative Leave on July 1st of each year. Leave is not accumulative and any balance as of June 30th shall be automatically cancelled. Unused leave shall not be compensated for at time of separation.

2. *SCHEDULING ADMINISTRATIVE LEAVE*. Requests to use administrative leave shall be granted with due regard for operational necessity such as staffing levels. Time taken off shall be at the discretion of the City Administrator and subject to the maximum allowable allocation of 136 hours and with due regard for the wishes of the employee.

PAY PROVISIONS

ARTICLE 12. SALARY

PAY PROVISION for the members of the Association is established in the City Monthly Salary Schedule for the current fiscal year attached as Exhibit 1. Cost of Living Adjustments are scheduled as follows:

- All salaries shall be adjusted annually on the first pay period following July 1 by the Cost of Living. Cost of Living shall be determined by the March-to-March change of the BLS (Bureau of Labor Statistics) Riverside-San Bernardino-Ontario Consumer Price Index. The CAP on the COLA will be no less than 1% and no more than 4% of the Urban Wage Workers and Clerical Workers.
- Employees shall be notified of the COLA adjustments for the upcoming fiscal year by June 1st.

ARTICLE 13. EDUCATIONAL INCENTIVE

The cost of tuition, books, and/or educational materials for pre-approved education associated with furtherance of current job responsibilities will be reimbursable subject to approval of the City Administrator.

RETIREMENT

ARTICLE 14. RETIREMENT – NON-SWORN FIRST TIER

1. All full-time employees hired before January 1, 2010 shall be entitled to the following retirement benefits and designated as "Tier 1":

A. Public Employees Retirement System (PERS)

(1) 2% at 55 benefit formula.

(2) Single highest year final compensation benefit.

(3) The City agrees to enroll all members of the Association in the PERS Retirement System. The City agrees to pay both the employer's share and the 7.0% employee's share (percentage subject to change by CalPERS).

B. Public Agency Retirement System (PARS)

(1) The City agrees to contract for an additional retirement formula enhancement program with the Public Agency Retirement System (PARS). The result of the combined plans (PERS and PARS) will be a 3% at 55 retirement benefit formula.

(2) The following requirements must be met in order to qualify for the enhancement program:

(a) A minimum of ten (10) years of service with the City of Bishop unless different terms were negotiated when employee was hired by the City.

(b) Retirement on or after the employee's 55th birthday

(c) A non-disability retirement

(d) Retirement from the City of Bishop

(e) Retirement eligibility with PERS under the 2% at 55 program and actual retirement

(f) Only years of service with Bishop are calculated for P.A.R.S. plan

2. The City agrees to provide by resolution with PERS consent for the employer paid member contribution program (EPMC) which will allow for the employee's contribution rate of salary to be included in calculating the final last year highest salary. This percentage is presently 7%.

3. The City agrees to enroll all employees in the PERS 1959 Survivors Benefit at a minimal monthly cost paid for by the employee.

ARTICLE 15. RETIREMENT – NON-SWORN SECOND TIER

Second Tier Members are defined as follows:

a. All full-time employees hired after January 1, 2010 and prior to January 1, 2013; and

b. All full-time employees hired after January 1, 2013 within six months of leaving a prior CalPERS employer as a Classic member and with service credit and contributions on deposit with prior employer.

1. All Second Tier Members shall be entitled to the following retirement benefits:

A. Public Employees Retirement System (PERS)

(1) 2% at 60 benefit formula.

(2) Single highest year final compensation benefit.

(3) The City agrees to enroll all members of the Association in the PERS Retirement System. The City agrees to pay both the employer's share and the 7.0% employee's share (percentage subject to change by CalPERS).

B. Public Agency Retirement System (PARS)

(1) The City agrees to contract for an additional retirement formula enhancement program with the Public Agency Retirement System (PARS). The result of the combined plans (PERS and PARS) will be a 3% at 60 retirement benefit formula.

(2) The following requirements must be met in order to qualify for the enhancement program:

(a) A minimum of ten (10) years of service with the City of Bishop

(b) Retirement on or after the employee's 60th birthday

(c) A non-disability retirement

(d) Retirement from the City of Bishop

(e) Retirement eligibility with PERS under the 2% at 60 program and actual retirement.

(f) Only years of service with Bishop are calculated for P.A.R.S. plan

2. The City agrees to provide by resolution with PERS consent for the employer paid member contribution program (EPMC) which will allow for the employee's contribution rate of salary to be included in calculating the final last year highest salary. This percentage is presently 7%.

3. The City agrees to enroll all employees in the PERS 1959 Survivors Benefit at a minimal monthly cost paid for by the employee.

ARTICLE 16. RETIREMENT – NON-SWORN - PEPRA

1. Pursuant to the Public Employees Pension Reform Act of 2013 (PEPRA), all new member full-time employees hired after January 1, 2013 shall be entitled to the following retirement benefits and designated as PEPRA Employees:

A. Public Employees Retirement System (PERS)

(1) 2% at 62 benefit formula.

(2) Highest average monthly pay rate for a three-year period.

2. The City agrees to enroll all members of the Association in the PERS Retirement System. PEPRA requires new members to pay a minimum of 50% of the actuarial determined normal cost for our plan. The current employee contribution rate is 8%. PEPRA prohibits the employer from paying the employee's share.

3. The City agrees to enroll all employees in the PERS 1959 Survivors Benefit at a cost of $2.00 per month paid for by the employee.

ARTICLE 17. P.A.R.S. CONTRACT AMENDMENT

1. The P.A.R.S. Enhancement Plan will be closed to new employees hired on or after July 1, 2012.

ARTICLE 18. RETIREMENT – SWORN FIRST TIER

1. All full-time employees hired before January 1, 2010 shall be entitled to the following retirement benefits and designated as "Tier 1":

A. Public Employees Retirement System (PERS)

(1) 3% at 50 benefit formula.

(2) Single highest year final compensation benefit.

(3) The City agrees to enroll all members of the Association in the PERS Retirement System. The City agrees to pay both the employer's share and the 9.0% employee's share (percentage subject to change by CalPERS).

2. The City agrees to provide by resolution with PERS consent for the employer paid member contribution program (EPMC) which will allow for the employee's contribution rate

of salary to be included in calculating the final last year highest salary. This percent is presently 9% (percentage subject to change by CalPERS.

3. The City agrees to enroll all employees in the PERS 1959 Survivors Benefit at a minimal monthly cost paid for by the employee.

ARTICLE 19. RETIREMENT – SWORN SECOND TIER

Second Tier Members are defined as follows:

a. All full-time employees hired after January 1, 2010 and prior to January 1, 2013; and

b. All full-time employees hired after January 1, 2013 within six months of leaving a prior CalPERS employer as a Classic member and with service credit and contributions on deposit with prior employer.

1. All Second Tier Members shall be entitled to the following retirement benefits:

A. Public Employees Retirement System (PERS)

(1) 3% at 55 benefit formula.

(2) Single highest year final compensation benefit.

(3) The City agrees to enroll all members of the Association in the PERS Retirement System. The City agrees to pay both the employer's share and the 9.0% employee's share (percentage subject to change by CalPERS).

2. The City agrees to provide by resolution with PERS consent for the employer paid member contribution program (EPMC) which will allow for the employee's contribution rate of salary to be included in calculating the final last year highest salary. This percentage is presently 9% (percentage subject to change by CalPERS).

3. The City agrees to enroll all employees in the PERS 1959 Survivors Benefit at a minimal monthly cost paid for by the employee.

ARTICLE 20. RETIREMENT – SWORN PEPRA

1. Pursuant to the Public Employees Pension Reform Act of 2013 (PEPRA), all new member full-time employees hired after January 1, 2013 shall be entitled to the following retirement benefits and designated as PEPRA employees:

A. Public Employees Retirement System (PERS)

(1) 2.7% at 57 benefit formula.

(2)Highest average monthly pay rate for a three-year period.

(3)The City agrees to enroll all members of the Association in the PERS Retirement System. The City agrees to pay both the employer's share and the 9.0% employee's share.

2. The City agrees to enroll all members of the Association in the PERS Retirement System. PEPRA requires new members to pay a minimum of 50% of the actuarial determined normal cost for our plan. The current employee contribution rate is 13.75%. PEPRA prohibits the employer from paying the employee's share.

3. The City agrees to enroll all safety members in the PERS 1959 Survivors Benefit at a cost of $2.00 per month paid for by the employee.

HEALTH AND WELFARE

ARTICLE 21. INSURANCE BENEFITS

1. The City agrees to contribute the amount necessary to pay the full cost of each employee or annuitant enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of ninety percent (90%) of the full cost of PERS Choice Other Southern. Employee agrees to contribute ten percent (10%) of same costs. Current rates are available from the Finance Department.

2. The City agrees to maintain and incur the cost of the present benefit of the disability insurance premium for the employee.

3. The City agrees to maintain and incur the cost of the present benefit of the dental insurance premium for the employee and family.

4. The City agrees to maintain and incur the cost of the present benefit of the vision insurance premium for employee and family.

5. The City agrees to maintain and incur the cost of Basic Life and Accidental Death and Dismemberment premium for employee for $40,000/$40,000 in coverage.

ARTICLE 22. MEDICAL INSURANCE UPON LEAVING CITY SERVICE

1. In addition to allowable Consolidated Omnibus Budget Reconciliation Act (COBRA) benefits, the City of Bishop agrees to the following medical insurance benefits upon separation and/or retirement from the City:

A. **Tier 1** – Those employees hired before January 1, 2010 retiring from the City are eligible for medical insurance upon retirement as defined in ARTICLE 21 (1) above pursuant to Resolution No. 12-22 adopted October 9, 2012.

B. **Tier 2** – Those employees hired after January 1, 2010, retiring from the City are eligible for medical insurance upon retirement as defined in ARTICLE 21 (1) above pursuant to Resolution No. 12-22 adopted October 9, 2012 and subject to the conditions set forth below.

(1) Minimum of ten (10) years in PERS

(2) Five (5) years with City of Bishop

(3) Retirement from Bishop with above years of service would qualify for 50% of the City's contribution

(4) Each additional year in the PERS system would qualify the individual for an additional five percent (5%) of the contribution to a maximum of one hundred percent (100%) of the contribution at the time of retirement.

ARTICLE 23. FITNESS INCENTIVE

1. In order to encourage the fitness, health and wellness of our employees, an incentive of a maximum of $500.00 per fiscal year will be provided to employees for enrollment to any of the following:

A. Gym membership

B. Online Fitness Programs

C. Fitness Classes

D. Personal Training fees

E. Weight Reduction Programs

2. Reimbursement request shall be submitted in writing and can only be requested once per year. Upon receipt of request and proof of the employee's full payment of the total fee, the employee will be reimbursed up to the maximum $500.00. Employee agrees to any participation requirement set forth by the City. Employees are eligible to participate in City-sponsored wellness programs at no cost but are not eligible for any reimbursement under this Article for those classes.

PAID LEAVE

ARTICLE 24. SICK LEAVE

1. The employee shall be granted sick leave credits according to the following:

(a) Employees who were hired prior to July 1st, 2025, shall accrue sick leave with pay at the rate of sixteen (16) hours per month. Employees shall accrue eight (8) hours in the first and second pay period for each full month of continuous service in which the employee has worked, is on authorized leave of absence with pay, or is on Workmen's Compensation Leave. Sick leave may be accumulated without limit.

(b) Employees who are hired on or after July 1st, 2025, shall accrue sick leave with pay at the rate of eight (8) hours per month. Employees shall accrue four (4) hours in the first and second pay period for each full month of continuous service in which the employee has worked, is on authorized leave of absence with pay, or is on Workmen's Compensation Leave. Sick leave may be accumulated without limit.

(c) Employees hired on or after July 1st, 2025 shall be credited forty (40) hours of sick leave on the employees hire date. Such sick leave will be frontloaded and available for use beginning the first day of employment with the City.

3. Sick leave may be accumulated without limit.

4. The City's contract with PERS provides a formula-based credit for unused sick leave as additional credit for employees retiring under PERS.

5. Upon separation unused sick leave is not compensable.

ARTICLE 25. FAMILY SICK LEAVE

1. Any eligible employee who is absent from work by reason of attendance upon members of the immediate family whose illness requires the care of such employee may be allowed leave of absence with full pay not to exceed twelve (12) working days or ninety-six (96) hours in any one year. Immediate family shall include the father, mother, father or mother of spouse, brother, sister, spouse or child of any eligible employee of the City. Such leave shall be deducted from accrued sick leave.

2. The City may allow for additional hours of accumulated sick leave for listed family members to be utilized in up to two work weeks (10 day) increments to a 12-week maximum per year. Authorization for the additional family sick time is at the discretion of the Department Head or City Administrator.

ARTICLE 26. BEREAVEMENT LEAVE

1. Any eligible employee who is absent from work by reason of a death in the immediate family of the employee may be allowed leave of absence with full pay not to exceed five (5) working days in any one year. Such leave shall not be deducted from accrued sick leave, holiday hours or vacation leave.
2. Definition of "Bereavement Leave Immediate Family" includes the grandfather, grandmother, grandfather or grandmother of spouse, father, mother, father or mother of spouse, brother, sister, spouse, child of any eligible employee of the City, children of employees brother or sister, or grandchildren of the employee.

ARTICLE 27. VACATION LEAVE

1. Vacation accrual begins upon employment and is available to be used after six months of employment.

2. The employee shall be granted vacation credits according to overall years of service in a Middle-Management position or higher with any CALPERS agency. Vacation accrual rates will be based on the following schedule, to be taken at the discretion of the City:

Employment with City	Accrual
1 month to 10 years	10 hours a month or 15 days a year
After 10 years	One additional day for each additional year of service to a maximum of 25 days

3. Accumulation may be no more than 280 hours vacation credits for employees with ten years or less of service, or 360 hours for employees with more than 10 years of service. Vacation credit exceeding the above limits at the end of each month shall be automatically cancelled.

ARTICLE 28. HOLIDAYS

1. The following twelve (12) holidays with pay shall be observed:
   1) January 1st, "New Year's Day"
   2) The third Monday in January, "Martin Luther King's Birthday"
   3) The third Monday in February, "Washington's Birthday"
   4) The fourth Friday in September "California Native American Day"
   5) November 11th, "Veterans Day"
   6) The Thursday known as "Thanksgiving Day"
   7) The Friday after the day known or established as "Thanksgiving Day"
   8) December 25th, "Christmas Day"
   9) 4 days each year, the exact day to be selected by the employee but subject to the convenience of each department, as a floating holiday.

ARTICLE 29. MILITARY LEAVE / JURY DUTY

Guidelines for MILITARY LEAVE and JURY DUTY are established in the City Personnel Rules.

ARTICLE 30. CATASTROPHIC LEAVE

1. The procedure for CATASTROPHIC LEAVE is set forth in the document entitled *"COWORKER DONATIONS OF ACCRUED LEAVE FOR CATASTROPHIC ILLNESS OR INJURY"* available in the City Clerk's Office.

UNIFORMS, CLOTHING, AND EQUIPMENT

ARTICLE 31. UNIFORMS, CLOTHING, AND EQUIPMENT

1. The City will issue to the Police Chief a complete set of uniform items and safety equipment as listed under the Bishop Police Officers Memorandum of Understanding.

2. The City will issue to the Fire Chief appropriate uniform and safety equipment.

3. A uniform maintenance cost is assigned to the Fire Chief and Police Chief positions at a value of $75.00 per month. This is for finance purposes only and does not create additional salary.

4. Employees are expected to be reasonably available for contact during non-working hours. As such, employees have the option of a City-provided cellular phone or may utilize their personal cellular phone. Employees utilizing a personal cellular phone will be issued a $50 per month stipend as reimbursement for business use of their phone. Both options are in accordance with IRS issued Notice 2011-72 and IR-2011-93 and are excludable from member's income and non-reportable compensation to CalPERS.

5. Employees who utilize a personally owned vehicle for travel outside the City of Bishop for the primary purpose of conducting City business shall be eligible for mileage reimbursement at the current IRS standard mileage rate for travel in excess of 20 miles roundtrip. Such reimbursements shall be subject to verification and approval by the City Administrator.

ARTICLE 32. TAKE-HOME VEHICLES

1. The Police and Fire Chiefs are on-call 24/7 and are assigned a take-home vehicle to be utilized at his discretion and monitored by the City Administrator for reasonableness. It

is understood the Chiefs may respond to calls for service or assistance as necessary whether from his residence or other locations.

2. Other locations may be hours away but nonetheless they must still meet the intended purpose of a take-home vehicle and a reasonable response time similar to SED, SWAT, and fire callouts.

3. The Chiefs shall recognize when a distance is too far from the City tending to undermine the purpose of the take-home vehicle and reasonable response time.

4. The above language does not concern police and fire vehicles provided to employees attending training, conferences, or meetings that benefit the City.

MISCELLANEOUS PROVISIONS

ARTICLE 33. CITY RECREATIONAL PROGRAMS

1. Association employees, spouses, and children will be allowed to participate in City recreational programs at no cost on a space-available process only. It is understood that if enrollment numbers exceed the limit allowed for a program the employee, spouse or child will not be able to participate on the no-cost basis. To guarantee participation in a City program, the non-refundable deposit required for all participants must be paid in advance at the time of program registration. If the program does not exceed the maximum limit of participants, the employee, spouses and children are not required to pay the remaining programs fees to participate. If full program fees were paid at time of registration a refund will be made for the amount paid minus the non-refundable deposit.

ARTICLE 34. DEFERRED COMPENSATION

1. The City will provide a five percent (5%) voluntary matching program to any of the approved deferred income programs. The City will match up to a maximum of five percent (5%) of yearly salary to the same extent the employee contributes to this program.

ARTICLE 35. AirMedCare PROGRAM

1. The City will provide a yearly membership in the AirMedCare Network Program at no cost to the employee.

CLOSING PROVISIONS

ARTICLE 36. RECOMMENDATION OF REPRESENTATIVES

The representatives of the City and the representatives of the Management Group, having met and conferred in good faith, have mutually agreed to recommend to the Bishop City Council and the general membership of the Group, that this Memorandum of Understanding be adopted and ratified and that the wages, hours, and other terms and conditions set forth herein be implemented.

ARTICLE 37. TERM

The term of this Memorandum of Understanding shall commence on July 1, 2025 and expires on June 30, 2028.

ARTICLE 38. SIGNATURE PAGE

This Memorandum of Understanding has been ratified and adopted pursuant to the recommendation of the following representatives.

MANAGEMENT GROUP

By: _____ Date: _June 4, 2025_____

Nora Gamino, Authorized Representative

CITY OF BISHOP

By: _____ Date: _____

Karen Kong, Mayor

MEMORANDUM OF UNDERSTANDING

BETWEEN

BISHOP POLICE OFFICERS ASSOCIATION

AND

CITY OF BISHOP

July 1, 2025 to June 30, 2028

Approved by City Council:

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GENERAL PROVISION

ARTICLE I. PREAMBLE

This Memorandum of Understanding is made and entered into between the City of Bishop, hereinafter referred to as "the City" and the Bishop Police Officers Association, hereinafter referred to as "the Association", pursuant to California Government Code, Section 3500 et. seq. The purpose of this Memorandum of Understanding is the establishment of rates of compensation, hours of work and other terms and conditions of employment.

ARTICLE 2. RECOGNITION

1. The City of Bishop recognizes the Bishop Police Officers Association as the recognized and exclusive representative for the following classifications:

Police Officer

Police Sergeant

Associate Members - Communications Operators

2. This recognition is exclusive of (1) management employees, (2) provisional employees, (3) temporary employees, and (4) part-time employees.

3. The City agrees to meet and confer exclusively with the Association on all matters relating to the scope of representation under the Meyers-Milias-Brown Act (Government Code Section 3500 et. seq.)

ARTICLE 3. SEVERANCE

1. If any provision of the agreement should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed, and all other provisions of the agreement shall remain in full force and effect for the duration of the agreement.

2. In the event that any provision of the *"MOU"* should be found invalid, unconstitutional, unlawful or unenforceable, the City and the Association agree to meet and

confer in a timely manner in an attempt to negotiate a substitute provision. Such negotiations shall apply only to the severed provision of the agreement and related provisions.

ARTICLE 4. SOLE AGREEMENT

1. The policies collected in this Memorandum of Understanding constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties.

2. If, during the term of the *"MOU"*, the parties should mutually agree to modify, amend, or alter the provisions of this *"MOU"* in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Association. Any such changes validly made shall become part of this *"MOU"* and subject to its terms.

3. The waiver or breach of any condition of this *"MOU"* shall not constitute a precedent in the future enforcement of all terms and conditions herein.

4. For purpose of this Amendment the Chief of Police, after conferring with the BPOA, has the sole discretion to discontinue the 3-12-4-12 shift schedule for any reason. Some examples of reasons which could cause discontinuation of the 3-12-4-12 plan could be:

(a) Less than 20 percent reduction in the accumulation of overtime

(b) Abuse of sick time

(c) Reduction in work performance

(d) Loss of personnel due to retirement, injury, or vacancies.

5. The implementation of the 3-12-4-12 shift schedule is believed to be beneficial to both the Department and its employees and will be assessed for continued implementation. *Addendum to MOU 3/4/03*

ARTICLE 5. CONCLUSIVENESS

The City and the Association agree that during the negotiations which resulted in this *"MOU"*, each had an unlimited right and opportunity to make demands and proposals with

respect to any subject or matter within the scope of representation; therefore, during the term of this agreement, the City and the Association shall not be obligated to meet and confer on any matter:

(a) whether or not specifically referred to in this *"MOU";*

(b) whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;

(c) whether or not the matters were proposed and later withdrawn during negotiations.

ARTICLE 6. FULL FORCE AND EFFECT

All wages, hours and terms and conditions of employment that are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set in the *"MOU"*, shall remain in full force and effect during the term of this *"MOU"* unless changed by mutual agreement.

RESPECTIVE RIGHTS

ARTICLE 7. ASSOCIATION RIGHTS

The Bishop Police Officers Association shall have the following rights and responsibilities:

1. The right to payroll deductions made for payments of organization dues and for City approved programs.

2. The use of City facilities without use charges for regular, normal and lawful Association activities, providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.

3. Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of

representation. Access shall be restricted so as not to interfere with the normal operations of any department or with established safety or security requirements.

4. The Association agrees to indemnify and hold the City harmless from any liabilities, which may arise as a result of an application of the Article. The request for dedications shall be made on City approved authorization cards in accordance with applicable state law.

ARTICLE 8. CITY RIGHTS

The rights of the City include, but are not limited to the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine employment standards; direct its employees, take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; establish a classification plan; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

GRIEVANCE PROCEDURE

ARTICLE 9. GRIEVANCE PROCEDURES

1. All employees of the City are free to present complaints or grievances relating to employment or working conditions and shall be guaranteed freedom from discrimination, coercion, restraint or reprisal action. Except where otherwise provided for by law, any employee shall have the right to present grievance in any matter arising out of his employment in accord with the procedures outlined below. An aggrieved employee shall have the right to be accompanied and assisted by a representative of their own choosing during any step of the grievance procedure.

2. The following series of steps provides a progressive procedure designed to resolve grievances at the lowest supervisory level consistent with justice, fair treatment and administrative policy.

STEP I. The employee shall discuss their complaint with the immediate supervisor. Within five (5) working days thereafter, the immediate supervisor shall give their decision verbally to the employee.

STEP II. If the employee and their immediate supervisor cannot reach a satisfactory agreement on the complaint within five (5) working days of the initiation of the discussion, the employee may file a written grievance concerning the matter with their department head. The employee shall clearly state the basis of the grievance, giving time, place, other persons involved, and any other pertinent information. The department head shall, within five (5) working days after receipt of a written grievance, supply an answer in writing to the aggrieved employee, explaining clearly the decision or proposed action and reasons therefore.

STEP III. Should the aggrieved employee not be satisfied with the answer received from the department head, they may, within five working days after its receipt, file an appeal with the City Administrator. The Administrator shall review the matter, investigate and provide a written answer to the appeal within ten (10) working days explaining the decision or proposed action and reasons therefore. Should the aggrieved employee not be satisfied with the answer received from the Administrator, they may, within five (5) working days, file an appeal with the City Council. The City Council review shall be completed in a reasonable time period consistent with their time schedule and time depth of investigation required. The City Council's decision shall be final.

STEP IV. An employee who has been served a notice of discipline which consists of a minimum of a three (3) day suspension without pay, may file an appeal within five (5) working days of its receipt with the City Administrator. The Administrator shall review and investigate the matter, and provide a written answer to the appeal within ten (10) working days explaining the decision or proposed action and reasons therefore.

3. The department head shall allow the employee such time off with pay from regular duties as determined to be necessary and reasonable for the processing of a grievance.

4. When circumstances warrant, the time limits specified in each step of the grievance procedure may be extended with the verbal consent of both parties concerned.

5. Failure of the aggrieved employee to file an appeal within the specified time limit for any step of the procedure shall constitute an abandonment of the grievance.

6. Although an aggrieved employee may be assisted by representatives of his own choice, he must be present personally and participate in the discussions and proceedings. *(Grievance Procedure revised November 2007)*

LAYOFF POLICY AND PROCEDURE

ARTICLE 10. LAYOFF POLICY AND PROCEDURE

1. *POLICY.* Whenever, in the judgment of the City Council, it becomes necessary to abolish any position of employment, the employee holding such position or employment may be laid off or demoted without disciplinary action and without the right of appeal through either disciplinary appeal or grievance procedures. The City Administrator will determine the class and number of positions to be affected, the layoff date, and will notify the Department Head in writing of such reduction.

2. *NOTIFICATION.*

(a) Employees to be laid off with be given, whenever reasonably possible, at least 30 days prior notice. This notice period may be shortened when it is not reasonably possible to provide 30 days of notice.

(b) The City shall also provide employees to be laid off with a reasonable opportunity to submit written objections to their individual selection for layoff. This opportunity shall not include reconsideration of the need for particular services or of which positions are best suited to perform particular services.

3. *SENIORITY DEFINED*

(a) For the purposes of layoffs, "seniority" shall be determined by length of service within a rank (i.e., sergeant, patrol officer, dispatcher). If seniority within the rank is not determined between two or more members of the same rank, then length of service with the Department shall prevail. Seniority shall include (1) all time spent on paid leaves of absence, (2) all time off due to a work-related injury of up to 12 months, and (3) any other time on a paid or unpaid leave of absence that cannot lawfully constitute a break in service

for purposes of seniority. Any time off of work that is not specified in this section shall constitute a break in service, resulting in a loss of seniority for purposes of layoff.

4. *ORDER OF LAYOFF*

(a) In each class of positions, employees will be laid off according to employment status in the following order: (1) temporary, part-time, and seasonal employees; (2) probationary employees (excluding promotional probationary employees); and (3) regular employees (including promotional probationary employees).

(b) Temporary, part-time, seasonal, and probationary employees will be laid off according to the needs of the City service, as determined by the City Administrator. In cases where there are two or more regular employees in the class from which the layoff is to be made, such employees will be laid off on the basis of seniority, with the employee with the least amount of seniority being the first to be laid off. When employees have equal seniority, ties will be broken by a decision of the City Administrator, based on the needs of the City service.

5. *EMPLOYEE DISPLACEMENT RIGHTS*

(a) A laid off employee shall have the right to displace (or "bump") an employee in a lower classification that is in the same department. In order to bump an employee, the employee must (1) have successfully completed a probationary period in the classification to which the employee wishes to bump; (2) have more seniority than at least one employee in the lower classification; and (3) notify the City of their desire to retreat to a lower classification within the time period specified by the City in its notice to the employee.

(b) Employees retreating to a lower classification shall be placed at the salary step for that classification that represents the least loss of pay. In no case shall the salary be increased above that received in the classification from which the employee was laid off, nor will the salary exceed the maximum salary range for the new position.

6. *RE-EMPLOYMENT LIST*

(a) The names of all employees who were laid off or displaced will be placed on a reemployment list for their original classification. When using a reemployment list to fill a position, the City shall reemploy laid off employees from the list in reverse order of layoff.

Laid off employees shall have priority over all other employment lists as long as the reemployment list remains in effect.

7. *DURATION OF RE-EMPLOYMENT LIST*

(a) The reemployment list will be effective for a period of one year from the effective date of the layoff. It will be the duty of the employee to provide an address and any forwarding information for contact. The City will send a certified and/or overnight letter advising the person of the opportunity for reemployment. Persons who are reemployed in their original classification will be dropped from the list. Persons who refuse reemployment or fail to respond to a request within the time period specified in that request will be dropped from the list. Persons reemployed in a lower class, or on a temporary basis, will be continued on the list for the higher position for the remainder of that initial one year period.

ARTICLE 11. CONTRACTING OUT OF POLICE/DISPATCH SERVICES

1. Should the City elect to contract out police or dispatch services, the affected employees will receive six months notice.

HOURS OF WORK AND OVERTIME

ARTICLE 12. HOURS OF WORK

1. *WORK WEEK*. The normal work week shall consist of forty (40) hours, except those employees working the twelve hour work schedule. *Addendum to MOU- March 2003*

2. *WORK DAY*. For shift employees, the usual work day shall be eight (8) consecutive hours within a twenty-four (24) hour period, inclusive of meal time. For employees working a 4-10 plan, the normal work day shall be a ten (10) hour shift. For employees working a 3-12 plan, the normal work day shall be a twelve (12) hour shift. Except in cases of emergency, employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period. Travel to and from a regularly scheduled classes or trainings does not constitute an emergency.

3. *DEFINITION OF SHIFT EMPLOYEES.* Shift employees are assigned to positions which duties are performed on a 24 hour a day, 7 days-a-week basis and include:

(a) Police Officer

(b) Police Corporal

(c) Police Sergeant

(d) Communications Operator

4. *PAY PERIOD.* The pay period for all employees is 80-hours in a 14-day cycle. It is the responsibility of each employee to accurately document their daily work hours on their timecard.

ARTICLE 13. OVERTIME

1. *FAIR LABOR STANDARDS ACT.* The negotiating teams for the City of Bishop and the Bishop Police Officers Association have agreed to the adoption of the following provisions relating to overtime:

(a) That any overtime hours worked within any given work period shall be compensated by overtime pay or Compensatory Time. Overtime compensation will adhere to the FLSA and the BPOA MOU requirements.

(b) Compensatory Time Earned (CTE) hours are earned at time and one-half and accumulated to a maximum of one hundred (100) hours. Hours in excess will be paid at the overtime rate.

(c) Employees are permitted to cash out a minimum of twenty (20) hours, up to a maximum of one hundred (100) hours from their compensatory time earned bank two (2) times per year. Upon written request submitted during the first pay period of November and March, a separate check for the requested hours to be cashed out would be paid on the second payday of November and March.

2. *RATE.*

(a) Employees shall be compensated for overtime at the rate of time and one-half their regular rate of pay, including special pay which is part of their regular pay (e.g.,

educational compensation). Employees shall be compensated for overtime at the rate of time and one-half their regular rate of pay for all hours worked.

(b) Schools and Training. All schools and training required by the Chief of Police attended by police employees on off duty time shall be compensated.

(c) Department Meetings. All department meetings attended by police employees on off duty time shall be compensated at the overtime rate with a minimum two hours.

(d) Employees who are required to work an overtime shift on a holiday shall be paid at the overtime rate for the actual number of hours worked.

3. *HOURS COMPENSATED.* Overtime shall be compensated after eight hours worked in a day inclusive of meal time for shift employees, or ten hours for employees working a 4-10 plan, or 12 hours for employees working a 3-12-4-12 plan. (*Addendum to MOU March 2003)* One hour minimum will be paid for all eligible employees who are required to attend meetings after normal work hours.

4. *HOURS WORKED*. Holidays, vacation, CTO and sick leave shall constitute hours worked for the purpose of computing overtime.

5. *COMPENSATORY TIME EARNED CTE.* Effective February 1, 2010, non-exempt sworn personnel and communications operators may be granted compensatory time earned for overtime credit pursuant to Article 13.1 (a) and (b). (Addendum approved by City Council 3/22/10.)

6. *SCHEDULING COMPENSATING TIME OFF.* Request to use compensating time off shall be granted with due regard for operational necessity such as staffing levels. Time taken off shall be at the discretion of the Chief of Police or his designee and subject to the maximum allowable accumulation limit of 80 hours and with due regard for the wishes of the employee.

7. *COURT APPEARANCES.* Officers responding to a subpoena during non-working hours shall be compensated as listed above providing the following procedures are followed:

(a) It is the responsibility of the police supervisors to notify officers of cancelled court appearances as soon as is practical. It is the officer's responsibility to contact the on duty watch commander on the day of the scheduled appearance to determine if a cancellation

has occurred if the officer is scheduled to work. If court falls on the officer's day off, then officer must call in on last working day. If officer is off, then it is the supervisor's responsibility to contact officer if court has been cancelled.

(b) If an officer reports to the department or the court in response to a subpoena or other official notice, without having first called to learn of a cancellation or postponement and they have not confirmed the appearance as described above, no overtime compensation will be approved.

(c) The four (4) hour minimum will only apply when the total four hours occurs during non-working hours. Should an officer receive a subpoena for a 1300 hours court appearance and is scheduled for a 1500 hours shift assignment they are entitled to two (2) hours overtime. An officer assigned to a shift ending at or near the scheduled court or hearing appearance time, will continue their shift at the regular overtime rate without a minimum on day watch. If an officer is scheduled to work graveyard, then officer shall receive the minimum four (4) hour court appearance if court is scheduled after their shift.

8. *VACATION CALL BACK.* An employee called into work during their regularly scheduled vacation period shall be compensated at a rate one and one half (1½) times their regular rate of pay for all time worked. An employee shall not be required to work consecutive shifts during a "vacation call back." After the vacation call back shift has been ~~is~~ worked, they may be returned to vacation status or their vacation may be rescheduled and they will be returned to their assigned working schedule. Upon return to their regular assignment, the employee is not entitled to "vacation call back" pay.

9. *EMERGENCY CALL OUTS.* In the event an employee is called and physically responds to work other than their regular shift, they will be compensated with a minimum of four (4) hours overtime regardless of the time it takes to complete the call-out. Time expended in excess of four (4) hours will be compensated at time and one-half providing the employee is not on regularly scheduled work hours. Should an officer be called to work early to assist or relieve a different officer, overtime will only be compensated up to such point the effected officer would begin their normal work shift (i.e., an officer being called upon to work at 0500 hours that is normally scheduled to begin work at 0600 hours would receive one (1) hour of

overtime compensation). Upon completion of the call-out assignment, the employee will return to off-duty status. The above guidelines shall only apply to emergency call-outs and not to parades, meetings and scheduled events.

PAY PROVISIONS

ARTICLE 14. SALARY

PAY PROVISION for the members of the Association is established in the City Monthly Salary Schedule for the current fiscal year attached as Exhibit 1. Cost of Living Adjustments are scheduled as follows:

a) All salaries shall be adjusted annually on the first pay period following July 1 by the Cost of Living. Cost of Living shall be determined by the March-to-March change of the BLS (Bureau of Labor Statistics) Riverside-San Bernardino-Ontario Consumer Price Index. The CAP on the COLA will be no less than 1% and no more than 4% of the Urban Wage Workers and Clerical Workers.
b) Employees shall be notified of the COLA adjustments for the upcoming fiscal year by June 1st.

ARTICLE 15. ON CALL/SHIFT DIFFERENTIAL PAY

1. Officers placed on call shall be compensated at the rate of ½ the employee's regular rate.

2. Employees of this unit who work during the hours of 6:00 p.m. to 6:00 a.m. shall receive five percent (5%) of their regular rate of pay as shift differential pay.

ARTICLE 16. EDUCATIONAL AND P.O.S.T. CERTIFICATE PAY

1. Additional salary compensation shall be received by an employee attaining P.O.S.T. Certificates as follows:

P.O.S.T Intermediate Certificate	2 ½%
P.O.S.T. Advanced Certificate	2 ½%
P.O.S.T. Supervisors Certificate	2 ½%

3. Full time, permanent employees shall receive educational incentive raises if they qualify under the following definitions, according to the table in Section 4:

(a) Degrees for which incentive pay is awarded shall relate directly to the department or position.

(b) All college degrees or units of credit shall be from an accredited college, defined as a community college, college, or university accredited as such by: (1) the Department of Education of the state in which the college community college, or university is located, or (2) the recognized national accrediting body, or (3) the state university in the state in which the community college, college or university is located.

(c) This educational incentive plan shall apply to members represented by the BPOA for degrees or certificates as listed below which are earned at any time.

4. *TABLE OF INCENTIVE ALLOWANCES:*

Degree of Certificate	Percentage Raise Allowed
AA Degree	5%
BA Degree	5% Accumulative
MA Degree	5% Accumulative
PhD	5% Accumulative

ARTICLE 17. SPECIAL DUTY PAY

1. The following special duty pay will be paid:

   (a) Field Training Officer (FTO – as designated by the department) shall receive the following stipend:

   i. Employees who work an eight (8) hour shift will receive an additional $15.00 per shift when performing assigned training duties.

   ii. Employees who work a twelve (12) hour shift will receive an additional $20.00 per shift when performing assigned training duties.

(b) Communication Training Operator (as designated by the department) will receive an additional $15.00 per shift when performing assigned training duties.

(c) Special duty pay will be paid for the following positions, assigned by the Chief or designee, at 3%:

1. K-9 officer
2. Investigator
3. Narcotics Investigator
4. School Resource Officer

2. Officer in Charge Pay:

(a) There will be a 5% "in charge" pay incentive for sworn personnel which will include sergeants in the absence of the Chief and/or Lieutenant.

(b) If the Lieutenant and/or a Sergeant are not on duty during a designated shift, then the "In Charge" Officer is the "Watch Commander" pursuant to the Bishop Police Department Policy Manual and will receive "in charge" pay incentive of 5%.

(c) If the Chief and Lieutenant are gone out of the area at the same time, a Sergeant will be designated as the "Sergeant in Charge". The "Sergeant in Charge" will receive a pay incentive of 5% while on duty or when called out.

3. Special Assignment

(a) Detective

i. This is a special, non-permanent, assignment.
ii. This is generally a 3-year assignment.
iii. A possible 1-year extension based upon department needs and approval from the Chief.
iv. A possible additional 1-year extension (5th year) due to extenuating or unusual circumstances as seen by the Chief.
v. Pursuant to procedures outlined within the City's personnel rules, a detective can be returned to patrol based upon department needs or in a case where the assigned detective fails to meet performance standards.
vi. When a detective is temporarily removed from this special assignment, such as one-week or more to work patrol, this time away will not count toward the total time in the special assignment.

ARTICLE 18. BILINGUAL PAY

1. The City agrees to compensate employees who successfully demonstrate the ability to provide bilingual services to the public.

(a) Tier 1 – Those who can communicate with the public. 2%

(b) Tier 2 – Those who interview and interrogate. 3%

(c) Tier 3 – Those who speak, read and write. 5%

2. The City shall determine its needs for bilingual communication skills, including which positions qualify for pay under this paragraph and which specific languages other than English are needed for such positions. The City may also require testing of bilingual fluency as it deems necessary or desirable, as a prerequisite to being eligible for bilingual pay. Bilingual pay is not considered incentive pay.

ARTICLE 19. LONGEVITY PAY PLAN

Employees with the City:

a. 8 years receive an additional 2% of base salary increase

b. 13 years receive an additional 2% of base salary increase

c. 18 years receive an additional 2% of base salary increase

For purposes of this section, length of service is defined as continuous uninterrupted service with the City except for periods of involuntary layoff. Each incentive step is accumulated. Example: an employee with 15 years of service is entitled to 2% + 2% for a total of 4%. Longevity pay is not considered incentive pay.

ARTICLE 20. INCENTIVE PAY CAP

1. The City will cap employee incentive pay at fifteen percent (15%). Those employees with incentives more than fifteen percent (15%) will be held at their current accumulation. No new incentives will be added.

ARTICLE 21. TRAVEL/TRAINING DAYS

1. Alternate shifts (i.e. 12 – and 10-hour days) convert to applicable class hours, usually 8- hour days, while away at training.
2. Training days that fall well short of the schedule (i.e. class is released one-hour early from an 8-hour day) are only compensated for hours worked., the employee may 1) use CTO, Holiday, or vacation time to bridge cap, 2) engage in a legitimate study or review session after class to ensure the 8-hour day is met, or 3) upon return to the City, work at the PD to meet until their required hours are met.
3. Travel to and from training is paid hour for hour up to the point where overtime would apply.
4. Lunch time while away at training is not paid unless it is a working lunch.

RETIREMENT

ARTICLE 22. RETIREMENT – SWORN FIRST TIER

1. All full-time employees hired before January 1, 2010 shall be entitled to the following retirement benefits and designated as "Tier 1":

A. Public Employees Retirement System (PERS)

(1)3% at 50 benefit formula.

(2)Single highest year final compensation benefit.

(3)The City agrees to enroll all members of the Association in the PERS Retirement System. The City agrees to pay both the employer's share and the 9.0% employee's share (percentage subject to change by CalPERS).

2. The City agrees to provide by resolution with PERS consent for the employer paid member contribution program (EPMC) which will allow for the employee's contribution rate of salary to be included in calculating the final last year highest salary. This percent is presently 9% (percentage subject to change by CalPERS).

3. The City agrees to enroll all safety members in the PERS 1959 Survivors Benefit at a cost of $2.00 per month paid for by the employee.

ARTICLE 23. RETIREMENT – SWORN SECOND TIER

1. All full-time employees hired after January 1, 2010 shall be entitled to the following retirement benefits and designated as "Tier 2":

A. Public Employees Retirement System (PERS)

(1) 3% at 55 benefit formula.

(2)Single highest year final compensation benefit.

(3)The City agrees to enroll all members of the Association in the PERS Retirement System. The City agrees to pay both the employer's share and the 9.0% employee's share (percentage subject to change by CalPERS).

2. The City agrees to provide by resolution with PERS consent for the employer paid member contribution program (EPMC) which will allow for the employee's contribution rate of salary to be included in calculating the final last year highest salary. This percent is presently 9% (percentage subject to change by CalPERS).

3. The City agrees to enroll all safety members in the PERS 1959 Survivors Benefit at a cost of $2.00 per month paid for by the employee.

ARTICLE 24. RETIREMENT – SWORN THIRD TIER (PEPRA)

1. Pursuant to the Public Employees' Pension Reform Act of 2013 (PEPRA), all new member full-time employees hired after January 1, 2013 shall be entitled to the following retirement benefits and designated as "Tier 3":

A. Public Employees Retirement System (PERS)

(1) 2.7% at 57 benefit formula.

(2)Highest average monthly pay rate for a three-year period.

(3)The City agrees to enroll all members of the Association in the PERS Retirement System. PEPRA requires new members to pay a minimum of 50% of the actuarial determined normal cost for our plan. The current employee contribution rate is 12.25% (percentage subject to change by CalPERS). PEPRA prohibits the employer from paying the employee's share.

2. The City agrees to enroll all safety members in the PERS 1959 Survivors Benefit at a cost of $2.00 per month paid for by the employee.

ARTICLE 25. RETIREMENT – NON-SWORN FIRST TIER

1. All full-time employees hired before January 1, 2010 shall be entitled to the following retirement benefits and designated as "Tier 1":

A. Public Employees Retirement System (PERS)

(1) 2% at 55 benefit formula.

(2)Single highest year final compensation benefit.

(3)The City agrees to enroll all members of the Association in the PERS Retirement System. The City agrees to pay both the employer's share and the 7.0% employee's share (percentage subject to change by CalPERS).

B. Public Agency Retirement System (PARS)

(1) The City agrees to contract for an additional retirement formula enhancement program with the Public Agency Retirement System (PARS). The result of the combined plans (PERS and PARS) will be a 3% at 55 retirement benefit formula.

(2) The following requirements must be met in order to qualify for the enhancement program:

(a) A minimum of ten (10) years of service with the City of Bishop

(b) Retirement on or after the employee's 55th birthday

(c) A non-disability retirement

(d) Retirement from the City of Bishop

(e) Retirement eligibility with PERS under the 2% at 55 program and actual retirement

(f) Only years of service with Bishop are calculated for P.A.R.S. plan

2. The City agrees to provide by resolution with PERS consent for the employer paid member contribution program (EPMC) which will allow for the employee's contribution rate of salary to be included in calculating the final last year highest salary. This percent is presently 9% (percentage subject to change by CalPERS).

3. The City agrees to enroll all safety members in the PERS 1959 Survivors Benefit at a cost of $2.00 per month paid for by the employee.

ARTICLE 26. RETIREMENT – NON-SWORN SECOND TIER

1. All full-time employees hired after January 1, 2010 shall be entitled to the following retirement benefits and designated as "Tier 2":

A. Public Employees Retirement System (PERS)

(1) 2% at 60 benefit formula.

(2) Single highest year final compensation benefit.

(3) The City agrees to enroll all members of the Association in the PERS Retirement System. The City agrees to pay both the employer's share and the 7.0% employee's share (percentage subject to change by CalPERS).

B. Public Agency Retirement System (PARS)

(1) The City agrees to contract for an additional retirement formula enhancement program with the Public Agency Retirement System (PARS). The result of the combined plans (PERS and PARS) will be a 3% at 60 retirement benefit formula.

(2) The following requirements must be met in order to qualify for the enhancement program:

(a) A minimum of ten (10) years of service with the City of Bishop

(b) Retirement on or after the employee's 60th birthday

(c) A non-disability retirement

(d) Retirement from the City of Bishop

(e) Retirement eligibility with PERS under the 2% at 60 program and actual retirement

(f) Only years of service with Bishop are calculated for P.A.R.S. plan

2. The City agrees to provide by resolution with PERS consent for the employer paid member contribution program (EPMC) which will allow for the employee's contribution rate of salary to be included in calculating the final last year highest salary. This percent is presently 9% (percentage subject to change by CalPERS).

3. The City agrees to enroll all safety members in the PERS 1959 Survivors Benefit at a cost of $2.00 per month paid for by the employee.

ARTICLE 27. RETIREMENT – NON-SWORN THIRD TIER (PEPRA)

1. Pursuant to the Public Employees' Pension Reform Act of 2013 (PEPRA), all new member full-time employees hired after January 1, 2013 shall be entitled to the following retirement benefits and designated as "Tier 3":

A. Public Employees Retirement System (PERS)

(1) 2% at 62 benefit formula.

(2) Highest average monthly pay rate for a three-year period.

(3) The City agrees to enroll all members of the Association in the PERS Retirement System. PEPRA requires new members to pay a minimum of 50% of the actuarial determined normal cost for our plan. The current employee contribution rate is 6.5% (percentage subject to change by CalPERS). PEPRA prohibits the employer from paying the employee's share.

2. The City agrees to enroll all employees in the PERS 1959 Survivors Benefit at a cost of $2.00 per month paid for by the employee.

ARTICLE 28. RETIREMENT - NON-SWORN PARS PLAN

1. The P.A.R.S. Enhancement Plan will be closed to new employees hired on or after July 1, 2012.

HEALTH AND WELFARE

ARTICLE 29. INSURANCE BENEFITS

1. The City agrees to contribute the amount necessary to pay the full cost of each employee or annuitant enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of ninety percent (90%) of the full cost of PERS Choice Other

Southern Basic. Employee agrees to contribute ten percent (10%) of same costs. Current rates are available from the Finance Department.

2. The City agrees to maintain and incur the cost of the present benefit of the disability insurance premium for the employee.

3. The City agrees to maintain and incur the cost of the present benefit of the dental insurance premium for the employee and family.

4. The City agrees to maintain and incur the cost of the present benefit of the vision insurance premium for employee and family.

5. The City agrees to maintain and incur the cost of Basic Life and Accidental Death and Dismemberment premium for employee for $40,000/$40,000 in coverage.

ARTICLE 30. MEDICAL INSURANCE UPON LEAVING CITY SERVICE

1. In addition to allowable COBRA benefits, the City of Bishop agrees to the following medical insurance benefits upon separation and/or retirement from the City:

A. **Tier 1** – Those employees hired before January 1, 2010 retiring from the City are eligible for medical insurance as defined in ARTICLE 27 (1) above pursuant to Resolution No. 12-24 adopted December 10, 2012:

B. **Tier 2** – Those employees hired after January 1, 2010, retiring from the City are eligible for medical insurance upon retirement.

(1) The City agrees to contribute the amount necessary to pay the cost of enrollment for each annuitant including the enrollment of family members, in a medical benefits plan up to a maximum of the premium cost of the family plan "PERS Choice Other Southern" offered by PERS which is available to the City employees by Resolution No. 09-14 and effective on September 1, 2009 and subject to the conditions set forth below.

(a) Minimum of ten (10) years in PERS

(b) Five (5) years with City of Bishop

(c) Retirement from Bishop with above years of service would qualify for 50% of the City's contribution

(d) Each additional year in the PERS system would qualify the individual for an additional 5% of the contribution to a maximum of 100% of the contribution at the time of retirement.

PAID LEAVE

ARTICLE 31. SICK LEAVE

1. Sick leave with pay shall not be considered as a right which an employee may use at his discretion, but shall be allowed only in case of necessity and actual personal sickness or disability.

2. In order to receive compensation while absent on sick leave, the employee shall notify his supervisor two hours prior to the time set for beginning his daily duties. When absence is for more than three consecutive work days, the employee may be required to file a physician's certificate certifying that the employee's condition prevented him from performing the duties of his position. If for any reason a physician's statement is not obtainable, the employee may be required to file a notarized affidavit stating the circumstances of the illness.

3. Sick leave with pay shall accrue at the rate of sixteen (16) per month, eight (8) hours per pay period for each full month of continuous service in which the employee has worked, or is on authorized leave of absence with pay, or is on Workmen's Compensation Leave. Sick leave may be accumulated without limit.

4. An employee eligible for sick leave with pay may be granted such leave for medical and dental appointments, personal illness, physical incapacity, or for enforced quarantine of the employee in accord with community health regulations.

5. An employee who becomes ill while on vacation may have such period of illness charged to his accumulated sick leave instead of to vacation, provided that immediately upon return to duty, the employee submits to his department head a written request for sick leave and a written statement signed by his physician describing the nature and dates of the illness, or a notarized affidavit of the employee stating the circumstances of the illness.

6. On written request of the employee and recommendation by the department head, the City Council may authorize a leave of absence without pay, not to exceed three (3) calendar months, for the purpose of recovering from an illness, provided:

A. The employee has used all his accumulated sick leave and vacation;

B. The employee has been continuously employed in the City service for at least one year;

C. The employee presents to his department head for referral to and consideration by the City Council, a written explanation of the employee's illness and an estimate of the time needed for recovery signed by the employee's physician;

D. Prior to returning to work, the employee may be required to take a medical examination as prescribed by the City Council. The employment record and the results of such examination shall be considered by the City Council in determining the employee's fitness to return to work.

7. As in this policy used, the term "sick leave" shall be deemed to include maternity leave.

8. The City has amended its contract with PERS to provide credit for unused sick leave as additional credit for members retiring under PERS.

9. Whenever any City police officer is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his duties, he shall become entitled, regardless of his period of service with the City, to leave of absence while so disabled without loss of salary, in lieu of temporary disability payments, if any, which would be payable under this chapter, for the period of such disability but not exceeding one year or until such earlier date as he is retired on permanent disability pension.

10. Safety employees paid compensation under Section 13 of this "MOU" shall surrender all workmen's compensation payments to the City during such leave of absence.

11. Employees absent on Workmen's Compensation leave shall continue to accrue vacation and sick leave benefits, and to earn eligibility for consideration of merit salary increases during such absence from work, so long as such employees hold employment status with the City.

ARTICLE 32. FAMILY SICK LEAVE

1. Any eligible employee who is absent from work by reason of attendance upon members of the immediate family whose illness requires the care of such employee may be allowed leave of absence with full pay not to exceed twelve (12) working days or ninety-six 96 hours in any one fiscal year. Immediate family shall include the father, mother, father or mother of spouse, brother, sister, spouse or child of any eligible employee of the City. Such leave shall be deducted from accrued sick leave.

2. The City may allow for additional hours of accumulated sick leave for listed family members to be utilized in up to two work weeks (10 day) increments to a 12-week maximum per year. Authorization for the additional family sick leave is at the discretion of the Chief or designee.

ARTICLE 33. BEREAVEMENT LEAVE

1. Any eligible employee who is absent from work by reason of a death in the immediate family of the employee may be allowed leave of absence with full pay not to exceed five (5) working days in any one year. Such leave shall not be deducted from accrued sick leave, holiday hours or vacation leave.
2. Definition of "Bereavement Leave Immediate Family" includes the grandfather, grandmother, grandfather or grandmother of spouse, father, mother, father or mother of spouse, brother, sister, spouse, child of any eligible employee of the City, children of employees brother or sister, or grandchildren of the employee.

ARTICLE 34. VACATION LEAVE

1. Regular, full time employees with a regular work week of forty (40) hours, shall receive annual vacation with pay with the following exceptions:

(a) Employees who have served less than one year in the service of the City, however, vacation credits for the time are granted to each employee.

(b) Employees who work on a temporary part time basis; seasonal or contract employees.

2. The employee shall be granted vacation credits according to the following schedule, to be taken at the discretion of the department head:

1 to 3 years	8 hours/month or 12 days/year
3 years 1 month to 10 years	10 hours/month or 15 days/year
After 10 years	One additional day for each additional year of service to a maximum of 25 days

3. Accumulation may be no more than 280 hours vacation credits for employees with ten (10) years or less of service, or 360 hours for employees with more than ten (10) years of service. Vacation credit exceeding this at the end of each month shall be automatically cancelled.

4. Employees can make an election to cash-out up to eighty (80) hours of vacation time per year. Members who wish to cash-out vacation time shall notify the City of such election in writing. Employees shall not cash-out any vacation time which will bring their leave bank balance under eighty (80) hours.

5. *ANNIVERSARY DATE*. The anniversary date, for purposes of calculating vacation, shall be the year and the month in which an employee starts employment with the City.

6. For purposes of computing annual vacation leave, a working day shall be considered 1/5 of the number of working or duty hours in the established work week.

7. Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.

8. For vacation purposes, reinstated employees are considered new employees.

9. The City and Association agree that time off shall be scheduled by seniority choice and shall be determined by "years of service" rather than rank. This provision shall apply only to uniformed personnel with the rank of Sergeant and below. To implement this paragraph, a "time off" request sheet shall be posted in January of each year to solicit "requests for time off." Said schedule, when approved by the Police Chief or his designee, shall be effective March 30th for the subsequent calendar year. Requests shall be granted based upon legitimate operating needs and not unreasonably denied.

Changes to the schedule during the year shall be subject to the approval of the Police Chief or his designee. Bumping is not permitted without the consent of the affected employee.

ARTICLE 35. HOLIDAYS

1. Association members shall not be entitled to leave (paid day off) for any holidays but shall instead receive "Holiday Pay" as described below.
2. In lieu of receiving leave (paid day off) for holidays, members will be paid for holidays a total of eight and one-half percent (8.5%) of base pay. The payment will be paid on each paycheck for a total of 26 pay periods.
3. Holiday hours accrued prior to July 1, 2022 will remain in the employees Holiday Bank until the employee is able to take time off utilizing the excess holiday hours. Holiday Hours in excess of 180 will be exhausted prior to the use of Vacation time.
4. The maximum number of holiday hours a member can be paid for upon separation from the City is one hundred eighty (180) hours, regardless of how many hours in excess of the cap either staffing/scheduling issues or the Chief of Police authorized.

ARTICLE 36. MILITARY LEAVE

1. Any full time, regular employee, who has been in the service of the City continuously for not less than six months or more than one year and is a member of the military reserve, shall be entitled to a temporary military leave of absence, ordered for the purpose of military training, providing that the period of ordered duty does not exceed fifteen (15) days in any calendar year. The employee shall receive his normal City compensation provided that he remits to the City any salary received for the corresponding period of military service.

2. Any full time, regular employee who has been in the service of the City continuously for not less than one year and is a member of the military reserve, shall be entitled to a temporary leave of absence, ordered for the purposes of military training, providing that the period of ordered duty does not exceed thirty (30) days in any calendar year. The employee

shall receive his normal City compensation during the period of military service provided that he remits to the City any salary received for the corresponding period of military service.

3. Any employee returning from temporary military leave of absence shall have an absolute right to be restored to his former office or position and status upon the termination of such temporary military duty. If the office or position has been abolished or otherwise has ceased to exist during his absence, he shall have the same rights and privileges that he would have had if he had occupied the position when it ceased to exist and had not taken temporary military leave of absence.

4. Any employee who has been in the service of the City of Bishop for a period of not less than six (6) months immediately prior to the date upon which his temporary military leave of absence begins, shall receive the same vacation, sick leave, and holiday privileges and the same rights and privileges to promotion, continuance in office, employment, reappointment to office, or re-employment that he would have enjoyed had he not been absent therefrom; excepting that an uncompleted probationary period must be completed upon reinstatement.

5. Any employee on military leave other than temporary military leave of absence shall be granted a leave of absence without pay. When the employee is released, separated, or discharged under conditions other than dishonorable, he may return to and reenter upon the office or position within three (3) months after the termination of his active service with the armed forces.

ARTICLE 37. JURY DUTY

1. In the event any full time employee is duly summoned to any court for the purpose of performing jury service or serving as a witness, he shall receive his regular compensation for any regularly scheduled working hours spent in the actual performance of such service, provided the fees, except mileage or subsistence allowances, which he received as a juror are remitted to the City.

2. A paid leave of absence shall not be granted for time spent in court on personal cases or when the appearance is not connected with his official duty.

3. The City agrees to involve the Association in selecting another insurance carrier that will maintain existing benefits, if the City decides to move to such other carrier.

ARTICLE 38. FITNESS INCENTIVE

1. In order to encourage the fitness, health and wellness of our employees, an incentive of a maximum of $500.00 per fiscal year will be provided to employees for enrollment to any of the following:
   (a) Gym membership
   (b) Online Fitness Programs
   (c) Fitness Classes
   (d) Personal Training fees
   (e) Weight Reduction Programs
2. Reimbursement request shall be submitted in writing and can only be requested once per year. Upon receipt of request and proof of the employee's full payment of the total fee, the employee will be reimbursed up to the maximum $500.00. Employee agrees to any participation requirement set forth by the City. Employees are eligible to participate in City-sponsored wellness programs at no cost but are not eligible for any reimbursement under this Article for those classes.

UNIFORM OR CLOTHING

ARTICLE 39. UNIFORM OR CLOTHING

1. The City will issue, to newly sworn officers, a complete set of uniform items and safety equipment listed below.

2. The City agrees to pay each sworn officer $1,200 annually for the cleaning, replacement and maintenance of sworn officers uniforms. This allowance shall be paid per pay period in the amount of $46.15.

UNIFORMS

The following is a summary list of uniform and clothing items which may be given to sworn personnel. This list may be revised and/or updated by the City.

ITEM	NUMBER NEEDED
Class A Short Sleeve Shirt	2
Class A Long Sleeve Shirt	2
Class A Pants	3
BDU Pants	3
Polo Short Sleeve Shirt	2
Polo Long Sleeve Shirt	2
LBV (Carrier)	1
Boots	1
Shoulder Patches	6
Tailoring	

SAFETY EQUIPMENT

ITEM	NUMBER NEEDED
Bullet Proof Vest	1
Sam Brown Belt and Buckle	1
Trouser Belt	1
Holster	1
Pepper Spray and Holder	1
Baton Ring	1
Key Holder	1
Radio Holder	1
.40/.45 Magazines and Holders	3
Set of Four Keepers	1
Handcuffs and Case	1
Baton	1
Handgun (Departmental Issue)	1

BICYCLE PATROL UNIFORMS
(Assigned Officers Only)

ITEM	NUMBER NEEDED
Long Pants	1

Shorts	1
Shirt	1
Windbreaker Jacket	1
Bicycle Helmet	1

MISCELLANEOUS PROVISIONS

ARTICLE 40. LEAVE OF ABSENCE WITHOUT PAY

1. Any employee who is absent from work and who is not on leave with pay shall be considered to be on leave without pay.

2. An employee on leave without pay shall receive no compensation and shall accumulate no vacation or sick leave while on such leave.

3. An employee who has need to be absent from work and who is not eligible for leave with pay, may request to be placed on leave without pay. Leave without pay for a period not exceeding one (1) week may be granted by the employee's department head. Leave without pay in excess of one (1) week shall require the approval of the employee's department head and the City Council by the issuance of a Personnel Status Change Form.

4. An employee returning to work from leave without pay shall be placed in the same salary he was in prior to such leave. If such leave was in excess of thirty (30) days, the employee's anniversary date for purposes of merit review shall be changed to conform with the provisions of Section 4 of the Employees Manual, provided that he returns to a position in same job class. If the employee returns to a position in a lower job class, his salary status shall be determined in accord with the provisions of Policy 4 of the Employees Manual.

5. An employee who is on leave without pay shall be responsible for his payroll deductions that he has authorized.

6. Leave without pay for more than one (1) week must have one (1) month's prior approval from the City Council.

ARTICLE 41. ANNIVERSARY DATE

The City agrees to utilize an employee's entrance-on-duty anniversary date for the purpose of vacation accrual, sick leave accrual, merit increases and longevity. Employees

promoted, demoted, or transferred shall not have their entrance-on-duty anniversary date changed as a result of such actions.

ARTICLE 42. EMPLOYEE HANDBOOK

The City shall provide an employee's handbook summary to each officer.

ARTICLE 43. CITY RECREATIONAL PROGRAM

1. Association employees, spouses, and children will be allowed to participate in City recreational programs at no cost on a space-available process only. It is understood that if enrollment numbers exceed the limit allowed for a program the employee, spouse or child will not be able to participate on the no-cost basis. To guarantee participation in a City program, the non-refundable deposit required for all participants must be paid in advance at the time of program registration. If the program does not exceed the maximum limit of participants, the employee, spouses and children are not required to pay the remaining programs fees to participate. If full program fees were paid at time of registration a refund will be made for the amount paid minus the non-refundable deposit.

ARTICLE 44. DEFERRED COMPENSATION

Effective January 1, 2019, the City will provide a two percent (2%) voluntary matching program to any approved deferred income program for PEPRA employees. The City will match up to a maximum of two percent (2%) of yearly salary to the same extent the PEPRA employee contributes to this program.

ARTICLE 45. AirMedCare PROGRAM

1. The City will provide a yearly membership in the AirMedCare Network Program at no cost to the employee.

CLOSING PROVISIONS

ARTICLE 46. RECOMMENDATION OF REPRESENTATIVES

The representatives of the City and the representatives of the Association, having met and conferred in good faith, have mutually agreed to recommend to the Bishop City Council and the general membership of the Association, that this Memorandum of Understanding be adopted and ratified and that the wages, hours, and other terms and conditions set forth herein be implemented.

ARTICLE 47. TERM

The term of this Memorandum of Understanding shall commence on July 1, 2025 and expire on June 30, 2028.

ARTICLE 48. SIGNATURE PAGE

This Memorandum of Understanding has been ratified and adopted pursuant to the recommendation of the following representatives.

BISHOP POLICE OFFICERS ASSOCIATION

By: _____ Date: 06.20.2025
David Scobie, President

CITY OF BISHOP

By: _____ Date: _____
Karen Kong, Mayor

Agenda Item: 6.A
Date of Meeting: June 30, 2025
Department: Planning

STAFF REPORT

To: City Council

From: Ana Budnyk

Subject: **Appeal of Planning Commission Decision – Design Guidelines Compliance and Variance Findings for 168 East Line Street**

Prepared On: June 25, 2025

Attachments:
2025-06-02_Appeal Application_168 E Line
Public Comment
PC 2025-03 168 E. Line Variance_2025 05 28
Planning Commission Report
Planning Commission Minutes_05-28-2025
Staff report_05-28-2025
Vicinity Maps
168 E LINE_PROPOSAL
Notice of Public Hearing_Published
CHAPTER 17.46. - MUO-DT
Design Guidelines

Background/History:

On June 6, 2025, Robert Sharp submitted an appeal challenging the Planning Commission's decisions from a regular meeting on May 28, 2025, regarding the proposal for 168 East Line Street. The appeal disputes the project's consistency with the Downtown Design Guidelines and opposes the 20% parking reduction approved as part of the variance.

The Planning Commission action was to approve a variance from the Downtown Specific Plan development standards on building and parking location, and a reduction in parking due to site constraints. They also considered a challenge to the staff's determination that the project complies with the Downtown Design Guidelines. The Planning Commission approved the variance, found the project to be compliant with the Downtown Design Guidelines, and found the project to be categorically exempt from CEQA review based on the CEQA Guidelines 15032 exemption for in fill development projects. The decision was based on the staff report and project plans submitted for the project and the public testimony presented at the public hearing on the project.

The appeal was filed in writing within five days, as required by City of Bishop Municipal Code,

17.80.110. - Appeal procedure. The Planning Commission has submitted a report to the City Council, which is attached to this staff report.

The City Council is asked to consider the appeal and act on a resolution to overturn the Planning Commission by granting the appeal, or in the alternative, deny the appeal, which would leave the decision of the Planning Commission unchanged. It is anticipated that the public hearing will be opened, and the Mayor will call on the appellant to present their reasons for the Planning Commission decisions to be overturned. The Mayor may call on City staff to respond after hearing from the appellant. After public comment has been heard, the City Council is asked to consider the appeal and take action to either deny the appeal or to approve a resolution to grant the appeal and set aside the decision of the Planning Commission.

Notice:

Notice of the public hearing to consider the appeal of the Planning Commission's decision was published in the Inyo Register on June 19, 2025, and mailed to property owners within 300 feet of the project site at least 10 days prior to the hearing, in compliance with legal noticing requirements.

Recommended Action:

The City Council will hold a public hearing to consider the appeal submitted by Robert Sharp regarding the Planning Commission's May 28, 2025, decision on the proposed project at 168 East Line Street. Following the hearing, the Council may take action to either deny the appeal or approve the appeal by resolution setting aside the Planning Commission's decision.

Approved By: Russell A. Hildebrand 6/26/2025
Approved By: Robin Picken 6/26/2025
Approved By: Deston Dishion 6/26/2025
Approved By:

City of Bishop

Application For Appeal Form

(To be completed by applicant)

Date Filed: 06/02/2025

Name and address of applicant:

Robert Sharp, 175 E Line St 93514

Name and address of property owner:

Miller, 168 E Line St.

Legal description of property:

168 E Line St, Bishop, CA 93514 empty lot next to State Farm APN 001-182-10

Location (address, section, township, range, parcel number):

168 E Line St, Downtown, C1 essentially bordering R-2000

Present zoning:

C1, MUO-DT

General Plan designation:

C1, MUO-DT

Proposed use of property:

2 story metal structure for climbing w/variance for insufficient parking

Briefly, explain reason for this appeal (attach additional information if necessary):

As a brief synopsis: The nearby residents do not agree with the following 2 decisions of the Planning Commission. 1) the purposed use of the site is not coherent with the intent of the downtown overlay plan. Particularly the finding the anything eclectic fits into the plan. The surrounding buildings do not match the purposed building. Previously in 2018 City council ruled a metal building that could be mistaken for storage did not fit into this site regardless of the

stated use as their legal conclusion. However, the bigger debate was whether the purposed site was appropriate, but the design guidelines had not yet been adopted. Former City Planner, Elaine Kabala, who helped develop the downtown plan submitted public comment that this did not meet the established guidelines for the downtown improvement plan. Additionally, more detailed information will be provided to add to this appeal by June 26 per my discussion with Deston to gather everything from the neighbors and additional appealers. 2) we do not agree with the decision to decrease parking on lot and allow overflow onto already business street.

We would like to express our support for their overall business idea for the Bishop area in a area more suited for it.

Consent of Owner: The following must be signed by at least one owner of record. I consent to the information accompanying this statement.

Signature _____ Date _____

Name _____ Phone or email _____

Applicant Certification: I hereby certify that the statements furnished above and in the attached exhibits present the data and information required to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Signature _____ Date 06/02/2025

R SHARP Name _____ Phone or email ON-FILE

This Section For City Use

Filing Fee:

Receipt/application number:

Accepted for processing (signature and date):

Staff action:

Planning Commission Action:

Remarks:

Jessica Ortiz

From: Alexa Flower <ale[redacted]
Sent: Wednesday, May 28, 2025 3:59 PM
To: Planning Department
Subject: [External] Public comment 168 E Line St

Hi
I live in downtown bishop so I would always ride my bike to the gym so the amount of parking would not be an issue for me.
It would address a growing need for the community and provide a service, as of now unavailable, for this world famous climbing destination.
Thanks
Alexa
Sent from my iPhone

Jessica Ortiz

From: Ron <gr[redacted]
Sent: Wednesday, May 28, 2025 3:54 PM
To: Planning Department
Subject: Public Comment 5/28

Regarding the proposed business at 168 East Line Street, I would like to say that Bishop should encourage as many new non-corporate, local-owned businesses as possible. The parking is a non-issue, as many locals will be walking and biking to the facility, and it would be a shame to sink the project over parking spaces.
This parking variance is a reasonable request and I hope to see this approved.
Thank you for your consideration.

Jessica Ortiz

From: Eric Lynch <eri[redacted]
Sent: Wednesday, May 28, 2025 3:52 PM
To: Planning Department
Subject: [External] Public comment on 168 E Mine Street

Hi
I live in the downtown area and would like to submit my comments on the proposed climbing gym for the above address.
I would exclusively ride my bike to get to this gym.
This proposed gym is also exactly what I would be looking for in a gym.
This seems like a great use of the vacant lot and would enhance downtown
Thanks
Eric Lynch

Jessica Ortiz

From: Quinault Childs <qu[redacted]
Sent: Wednesday, May 28, 2025 6:47 PM
To: Planning Department
Subject: Public Comment May 28th

Hello,

My name is Quin Childs. I'm a resident of Bishop and I'd like to express my support for granting the variance on 168 East Line street.

I understand that there's a question of parking, but as a resident, I try to avoid relying on a car, and usually walk or bike to local businesses, as do many other people I know. Furthermore, when I do drive, I've never noticed any lack of parking at any business or any destination at all in Bishop. To be honest, it's surprising to me that requiring a minimum parking like this is even a consideration, as Bishop is one of the easiest towns to park in California.

The benefits of the new business at 168 East Line street would far outweigh any unlikely problems caused by parking. I hope that you decide to encourage the growth of Bishop small businesses and encourage a community-supporting gym at the location by granting the variance.

Best,
Quin Childs

Robert Sharp

From: jac[redacted]
Sent: Thursday, June 26, 2025 12:56 PM
To: Robert Sharp
Subject: 168 E Line Street, Bishop

[You don't often get email from jack@grandhavenllc.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

I am writing this letter to oppose the proposed climbing gym at 168 E Line St. in Bishop. Not only is this proposed use inconsistent with and potentially disruptive to the surrounding residential neighborhood, but also removes a valuable parcel from potential residential use. The city needs more housing for workers in all areas, and devoting this lot to a commercial use eliminates potentially 5-10 dwelling units that could be built on this property. And, given the 24 hour anticipated use, this will be disruptive to the surrounding, quiet residential neighborhood.

I am Jack Reynolds and I own several properties in Bishop including the bowling alley building and two properties on Line Street. I am acutely aware of the housing deficit in Bishop and feel that the city should do everything in its power to encourage residential development.

Jack Reynolds
626-564-4590
jac[redacted]

Received from Robert Sharp

City Council Report As Addendum to Appeal 168 E Line St

Subject: AI Evaluation of Proposed Metal Two-Story Climbing Gym in Downtown Bishop per the City of Bishop's Building Design & Character Guidelines

Prepared for: City of Bishop City Council

Date: 06/25/2025

Introduction

This report evaluates the proposed construction of a metal two-story climbing gym in Downtown Bishop. The analysis is based on AI review of the Building Design & Character Guidelines and a series of contextual images and online street mapping that illustrate the existing architectural and environmental character of the area.

Analysis: Outside of C1 Zoning There Exist Several Inconsistencies with the Guidelines

Architectural Style

The proposed gym's industrial and modern design is incompatible with the traditional, eclectic, and civic-classical styles prevalent in the E. Line St. sector of Downtown Bishop. The surrounding buildings feature pitched roofs, gabled dormers, and symmetrical facades that reflect the historical and cultural context of the area.

Additionally, the surrounding buildings have primarily fixed current, and future uses similar to each other. A two-story metal structure with garage doors is completely different use and design than surrounding buildings, and its future use would heavily differ from future uses of existing surrounding architecture and materials if they were to remain the same.

Materials

The use of metal as a primary building material is inconsistent with the recommended materials in the guidelines, which emphasize wood, stucco, and stone. Metal requires special city approval via a permit and will be perceived as visually discordant with the natural and historical character of the area.

Scale and Massing

The proposed two-story structure would dominate the streetscape, which is characterized by single-story, human-scaled buildings. This would disrupt the visual rhythm and potentially obstruct views and sunlight for adjacent properties. At this point of the street, the scale and rhythm of the street are clearly designed for low-density, human-scaled development, and more residential than urban traffic and limited parking.

Mixed Use Overlay

A natural transition based on images and data available for the regulatory Mixed Use Neighborhood Transition Zone (MUO-NT) would begin at the Elks Lodge and Masonic Lodge. However, the City of Bishop neglected to create this transition on E. Line St. and does not provide an explanation for this in the Downtown Bishop Specific Plan & Mixed Use Overlay.

Cumulative Analysis

The proposed two-story structure would dominate the streetscape, which is characterized by single-story, human-scaled buildings. This would disrupt the visual rhythm and potentially obstruct views and sunlight for adjacent properties. Although there is the existence of other two-story buildings, they size, shape, and visual dominance are out of sync with the other predominantly existing architecture, although a masonic hall would historically be taller than other primary buildings of this era, and a deliberate and consistent design choice of the time it was erected. Such a design would be out-of-sync today. However, the other two-story buildings remain consistent to the style of the surrounding architecture whereas a two-story metal structure would be architecturally, materialistically, historically, and sizeable inconsistent with the existing environment and guidelines provided in the Building Design & Character Guidelines of Downtown Bishop.

Design Element	Existing Context (Images 1–5) & Online Street Mapping	Proposed Gym	Conflict
Style	Traditional, eclectic, civic-classical, residential-commercial blend	Industrial, modern	Incompatible
Materials	Wood, stucco, shingles, stone, natural landscaping	Metal	Requires permit, visually discordant
Scale	Single-story, modest, human-scaled	Two-story, large	Out of scale
Environmental Fit	Tree-lined, shaded, pedestrian-friendly	Potentially disruptive	Lacks contextual sensitivity
Cultural Fit	Reflects local history and character	Generic, utilitarian	Lacks contextual sensitivity

Conclusion and Permit Requirements

Based on the analysis of the proposed design and the visual context provided by the images, the metal two-story climbing gym is inconsistent with the Building Design & Character Guidelines of Downtown Bishop. The project would require the following permits and approvals outside of normal permitting:

- Design Review Approval

- Conditional Use Permit (CUP)

- Planning Commission or City Council Approval

It is recommended that the City of Bishop deny the proposal in its current form due to its incompatibility with the established architectural and environmental character of the area. It is recommended that the City rezone the 168 E. Line St. lot to R-2000 or require conditional uses that consider the predominantly residential use and traditional "9-to-5" businesses to be cohesive eastbound to the current street beyond the E. Line Elks Lodge and Masonic Hall. It is recommended that 175 E Line St be rezoned to R-2000. It also is recommended the City incorporate a regulatory Mixed Use Neighborhood Transition Zone (MUO-NT) for E. Line St. and consistency throughout the plan.




WINNEDUMAH LODGE No 287
162


StateFarm


102
E LINE


StateFarm


optimum.
CAUTION





- End of AI Analysis Report

Parking and Traffic Concerns

- Currently the City is spending tens of thousands of dollars on a city-wide parking study. It would behoove the City not to make non-emergency-based decisions around parking variances since this project will be completed in the near future. This would allow the City to make data-driven decisions and not speculative or based on feelings or pressure.

- At peak times of business, the parking spaces in front of Eldridge, State Farm, the residences, and the empty lot already fill to capacity on the available street parking.

- During special events, and peak camping, and camping van seasons, like-wise E Line in this immediate facility gets both inundated with RV's and camper vans – sometimes days at a time.

- It is not uncommon for vehicles to block driveways. The designated red zone creating safe views and distance for pulling out have stopped being painted causing people to encroach or block driveways, as well as creating unsafe situations for pulling out onto E Line St.

    - Increased bike traffic to the gym will also create additional hazards for motorists, and the bicyclists.

- Bishop PD already does not enforce the speed limit, ambulance parking, nor the 25 MPH speed zone (although we do appreciate the light-up sign!) due to limited resources and more important priorities. It is organic that when 24/7 shower and restroom facilities are made available, they will be utilized by travelers and tourists potentially causing pro-longed and additional ongoing overnight use of E Line.

Additional Concerns

The City is said to invested hundreds of thousands of dollars into this plan to crate density for mixed use where appropriate, and to create future consistency going forward. The idea being to build up for combined commercial and residential, and to make commercial consistent and residential consistent where it already is. By the Planning Commission's decision to find this within the improvement plan is a direct violation of the spirit and intent of the plan especially inconsistently applying this (watch the Bishop Glass portion of the January 2025 Planning Commission Meeting this was denied based on design guidelines although his primary concern was safety and maintenance – Additionally down the street from him they have exactly what he was trying to do 6.A) Appeal to Construct a Sloped Canopy at 476 West Line Street, Bishop, CA (Bishop Glass Inc.) APN 001-172-04).

City not consistent with it's decisions with metal buildings on the property.

The last time metal was approved a bond was to be established for repurposing and residential noise ordinances were to be applied to the parcel. Neither of these were stipulated this time around. The residential ordinances are particularly interesting since this will be a 24/7 facility.

Process – Several surrounding properties did not receive their official notices, or received them with one or two days' notice. Creating insufficient time to attend the public hearings. Whereas the applicant knew that there was going to be a second meeting, and was able to get assistance to launch a social media campaign to support the

application and ride bikes there. Creating a great turnout and support but the scene intimidated several to leave in opposition. This created an unfair environment for the second meeting.

Please take the time to WATCH previous discussion/decisions (link below 8/27/2018 City Council Meeting):

Meeting Materials here:

MetaViewer.php

Meeting here:

Associate Planner Kabala reviewed this item with Council. PH is to address the proposed use of the building. Reviewed findings for Council's consideration. Mayor Schwartz opened the public hearing. Applicant has reasonable amount of time to present their comments. and time for a rebuttal. Public comments were made by: Roy and Beulah Chacon - spoke to adding an antique gate in front of the property.Need building there so we can move the things in that building on Main Street to. That is why we would like to make the move. Thought we are improving the property at 168 E Line St. Have a storage building but to repair and to sell furniture. Downtown - want to help the City and spoke to Triad Engineering can split the lots and sell them. Warehouse and building on Warren St. Already invested $28,000 in this project; got sick and was unable to come to the planning commission meeting. landscape in front. C-1 use. would bring revenue to the city through property taxes. fence problem with grafitti. That was our intention, thank you for your time. Hank Truxillo - planning commissioner - one vote in favor of this CUP. Seemed to be an aesthetic issue. Mixed use. C-1. Storage not out of place; fairly reasonable request. Did not seem that unpleasant. Ok to make changes going forwards. Kenny Loyd - a resident of Bishop, it has been an eyesore - thank them for purchasing land; I think they are doing something good for the neighborhood. And open up Main Street vacant. Robert Sharpe - thanked chacon's on their work with the planning dept to help with the aesthetics. 15 foot evergreens. I am against this particular project, because you see a lot of work done on E Line St. to making things look good, keeping the residential look. Recommended guidelines. Add to the vitality of Bishop. Since warehouse - looking at increasing their budget another 1/3 to do landscaping. Cheryl Adams, resident on E Line St., object to the storage roll up doors. Concerned about grafitti problem. Safety is her concern. Lawful vs. helpful. Gordon Adams - shared commendation given back on: (DATE). Grandfather here in 1864; city started 1861. Invested in Bishop and invested in their home. Asked Council to not consider a cheap metal building on E.Line St. Robin Stater - a resident of Bishop - on E. Line St. - spoke to upgrading her community; cervente family 1910-1912; and has put everything into her home. Have a lot of pride in their community. Consider use of the property and how it is meant to be used. Greg Lippencott (sp?) - resident of Bishop - on E. Line St. - Council should only approve what is compatible to the neighboring community. Concerned this property will not be maintained; weeds and invites problems. Motion: to close the public hearing

PUBLIC COMMENTS RECEIVED BY 3:00 PM JUNE 30, 2025

From: noreply@granicusideas.com
To: Robin Picken; recreation@cityofbishop.com; Jessica Ortiz
Subject: [External] New eComment for City Council Special Meeting
Date: Saturday, June 28, 2025 8:13:51 AM

City of Bishop, CA

New eComment for City Council Special Meeting

Kyle Queener submitted a new eComment.

Meeting: City Council Special Meeting

Item: 6.A) Appeal of Planning Commission Decision – Design Guidelines Compliance and Variance Findings for 168 East Line Street

eComment: During the two previous planing commission meetings the variances for 168 East Line Street where approved by the commission and with heavy support from local residents in support of the building design and future business. The decision for compliance and variances resides with the planning commission, not city council. To drag this beyond the planning commission decision is asinine.

View and Analyze eComments

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377 West Line Street Bishop, California 93514

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From: noreply@granicusideas.com
To: Robin Picken; recreation@cityofbishop.com; Jessica Ortiz
Subject: [External] New eComment for City Council Special Meeting
Date: Saturday, June 28, 2025 8:39:13 AM

City of Bishop, CA

New eComment for City Council Special Meeting

Katie Lambert submitted a new eComment.

Meeting: City Council Special Meeting

Item: 6.A) Appeal of Planning Commission Decision – Design Guidelines Compliance and Variance Findings for 168 East Line Street

eComment: I oppose the appeal against the approval of the variance for 168 E Line St. The owners of this lot have provided an aesthetic and creative solution that aligns with the Downtown Specific Plan's goals for diversity, vitality, and walkable small business opportunities. The location allows for easy walking/ biking to and still provides onsite parking with additional public parking across the street behind the Elks Lodge and street parking. The community wants this and will benefit from this.

View and Analyze eComments

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From: noreply@granicusideas.com
To: Robin Picken; recreation@cityofbishop.com; Jessica Ortiz
Subject: [External] New eComment for City Council Special Meeting
Date: Sunday, June 29, 2025 4:32:29 PM

City of Bishop, CA

New eComment for City Council Special Meeting

Rebecca Church submitted a new eComment.

Meeting: City Council Special Meeting

Item: 6.A) Appeal of Planning Commission Decision – Design Guidelines Compliance and Variance Findings for 168 East Line Street

eComment: I oppose the appeal and support the variance that has been approved (twice!) by the planning commission. The variance is very reasonable and the proposed project meets the Downtown Design Guidelines, as the planning commission has gone over. I lived in town for 8 years and now live in west Bishop. I still ride my bike into town. I also never have any trouble finding parking when I do drive into town. There are empty storefronts all over. This business is trying to change that. Please let them.

View and Analyze eComments

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From: noreply@granicusideas.com
To: Robin Picken; recreation@cityofbishop.com; Jessica Ortiz
Subject: [External] New eComment for City Council Special Meeting
Date: Sunday, June 29, 2025 4:39:31 PM

City of Bishop, CA

New eComment for City Council Special Meeting

Brandon Adams submitted a new eComment.

Meeting: City Council Special Meeting

Item: 6.A) Appeal of Planning Commission Decision – Design Guidelines Compliance and Variance Findings for 168 East Line Street

eComment: I oppose this appeal. The proposed project is a community-centered business that would be so good for Bishop. We put up so many hurdles in front of community-minded entrepreneurs and then wonder why downtown has so many empty buildings. I urge City Council to uphold the decision of the planning commission, which found this project met design guidelines and had a reasonable variance request. Those willing to invest in our community should be encouraged, not hindered.

View and Analyze eComments

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377 West Line Street Bishop, California 93514

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From: noreply@granicusideas.com
To: Robin Picken; recreation@cityofbishop.com; Jessica Ortiz
Subject: [External] New eComment for City Council Special Meeting
Date: Sunday, June 29, 2025 8:24:46 PM

City of Bishop, CA

New eComment for City Council Special Meeting

ben ditto submitted a new eComment.

Meeting: City Council Special Meeting

Item: 6.A) Appeal of Planning Commission Decision – Design Guidelines Compliance and Variance Findings for 168 East Line Street

eComment: I am a homeowner within Bishop City limits. I am writing to oppose the appeal and support the planning commission granted variance at 168 Line Street. The planning commission has twice approved this variance, I believe their decision should be maintained by the city council. It's an inconsistent neighborhood aesthetic to begin with, the approved proposal provides for an appealing commercial space while providing ample parking (more than many other businesses). Bishop needs this.

View and Analyze eComments

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377 West Line Street Bishop, California 93514

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From: noreply@granicusideas.com
To: Robin Picken; recreation@cityofbishop.com; Jessica Ortiz
Subject: [External] New eComment for City Council Special Meeting
Date: Monday, June 30, 2025 5:03:36 AM

City of Bishop, CA

New eComment for City Council Special Meeting

Tara Misiewicz submitted a new eComment.

Meeting: City Council Special Meeting

Item: 6.A) Appeal of Planning Commission Decision – Design Guidelines Compliance and Variance Findings for 168 East Line Street

eComment: I oppose the appeal of the planning commission. The lot for this business is across the street from public lots, one of which is east of the elks lodge and rarely used. Therefore its location makes it perfect for the 2 spot variance. There are multiple metal buildings downtown and the plan for this one looks much more attractive than most. It will be in line with other downtown aesthetics. A vote to appeal the variance is a vote against developing downtown and local business.

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From: noreply@granicusideas.com
To: Robin Picken; recreation@cityofbishop.com; Jessica Ortiz
Subject: [External] New eComment for City Council Special Meeting
Date: Monday, June 30, 2025 5:03:39 AM

City of Bishop, CA

New eComment for City Council Special Meeting

Tara Misiewicz submitted a new eComment.

Meeting: City Council Special Meeting

Item: 6.A) Appeal of Planning Commission Decision – Design Guidelines Compliance and Variance Findings for 168 East Line Street

eComment: I oppose the appeal of the planning commission. The lot for this business is across the street from public lots, one of which is east of the elks lodge and rarely used. Therefore its location makes it perfect for the 2 spot variance. There are multiple metal buildings downtown and the plan for this one looks much more attractive than most. It will be in line with other downtown aesthetics. A vote to appeal the variance is a vote against developing downtown and local business.

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SAME COMMENT SUBMITTED TWICE

From: noreply@granicusideas.com
To: Robin Picken; recreation@cityofbishop.com; Jessica Ortiz
Subject: [External] New eComment for City Council Special Meeting
Date: Monday, June 30, 2025 9:46:43 AM

City of Bishop, CA

New eComment for City Council Special Meeting

Mark Postle submitted a new eComment.

Meeting: City Council Special Meeting

Item: 6.A) Appeal of Planning Commission Decision – Design Guidelines Compliance and Variance Findings for 168 East Line Street

eComment: I am writing in support of the overall design and park variances for the project at 168 E Line. This is an amazing opportunity both for the outdoor community and for the struggling downtown commercial zone. Please do everything possible to support this amazing local effort which has already passed TWO complete reviews of the planning commission. This is exactly the kind of project the city should be going out of their way to help along if Bishop is going to remain vibrant. Thankyou!!

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From: noreply@granicusideas.com
To: Robin Picken; recreation@cityofbishop.com; Jessica Ortiz
Subject: [External] New eComment for City Council Special Meeting
Date: Monday, June 30, 2025 10:03:01 AM

City of Bishop, CA

New eComment for City Council Special Meeting

Matt Hoffman submitted a new eComment.

Meeting: City Council Special Meeting

Item: 6.A) Appeal of Planning Commission Decision – Design Guidelines Compliance and Variance Findings for 168 East Line Street

eComment: I fully disagree with the appeal from Robert Sharp. This project is great for the City and great for its residents. Please see the attached letter addressed to the Bishop City Council.

View and Analyze eComments

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From: noreply@granicusideas.com
To: Robin Picken; recreation@cityofbishop.com; Jessica Ortiz
Subject: [External] New eComment for City Council Special Meeting
Date: Monday, June 30, 2025 11:12:28 AM

City of Bishop, CA

New eComment for City Council Special Meeting

Alex Garcia submitted a new eComment.

Meeting: City Council Special Meeting

Item: 6.A) Appeal of Planning Commission Decision – Design Guidelines Compliance and Variance Findings for 168 East Line Street

eComment: I think a new climbing facility would be great! Id much rather see folks creating something lasting within the community than see a lot sit empty growing weeds. I support the variances on this project. Thanks!

View and Analyze eComments

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377 West Line Street Bishop, California 93514

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From: noreply@granicusideas.com
To: Robin Picken; recreation@cityofbishop.com; Jessica Ortiz
Subject: [External] New eComment for City Council Special Meeting
Date: Monday, June 30, 2025 11:56:13 AM

City of Bishop, CA

New eComment for City Council Special Meeting

Chris Trainor submitted a new eComment.

Meeting: City Council Special Meeting

Item: 6.A) Appeal of Planning Commission Decision – Design Guidelines Compliance and Variance Findings for 168 East Line Street

eComment: I oppose this appeal

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377 West Line Street Bishop, California 93514

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From: noreply@granicusideas.com
To: Robin Picken; recreation@cityofbishop.com; Jessica Ortiz
Subject: [External] New eComment for City Council Special Meeting
Date: Monday, June 30, 2025 12:22:07 PM

City of Bishop, CA

New eComment for City Council Special Meeting

Brooke Maushund submitted a new eComment.

Meeting: City Council Special Meeting

Item: 6.A) Appeal of Planning Commission Decision – Design Guidelines Compliance and Variance Findings for 168 East Line Street

eComment: I am in opposition to the appeal and in support of the variance for the gym. This zone is zoned for commercial use, as is the area where the appellant lives—having a business in a commercial area is following regulations; the onus is not on businesses to help those who choose to reside in commercial areas. I, along with the many others who attended the first meeting, would walk/bike to the gym, which is a much-needed community resource that can only be realized with the variances.

View and Analyze eComments

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377 West Line Street Bishop, California 93514

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From: George Aguilera
To: Robin Picken
Subject: Variance at 168 E Line Street
Date: Monday, June 30, 2025 1:34:50 PM

I would like to voice my thoughts on the purposed variance of the climbing gym on East Line St. I'm not in favor of the variance as it does not comply with the city's ordinances. If you allow one variance then you open the door to other variances. Thank you for your time.

George Aguilera
Sent from my iPhone

From: noreply@granicusideas.com
To: Robin Picken; recreation@cityofbishop.com; Jessica Ortiz
Subject: [External] New eComment for City Council Special Meeting
Date: Monday, June 30, 2025 2:04:22 PM

City of Bishop, CA

New eComment for City Council Special Meeting

Seth McKinney submitted a new eComment.

Meeting: City Council Special Meeting

Item: 6.A) Appeal of Planning Commission Decision – Design Guidelines Compliance and Variance Findings for 168 East Line Street

eComment: I oppose the appeal because I believe the planning commission has already settled this twice. Thanks

View and Analyze eComments

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377 West Line Street Bishop, California 93514

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From: April Leeson
To: Robin Picken; Robin Picken
Subject: FW: public comment meeting 6pm
Date: Monday, June 30, 2025 2:44:06 PM

From: April Leeson
Sent: Monday, June 30, 2025 2:32 PM
To: apr [redacted]
Subject: public comment meeting 6pm

Hi Robin

Below is a public comment that I would like to be read aloud at the meeting tonight. I will be there in person, but I'm feeling a bit sick and I don't want to be sniffling all over.

I feel the community members and business owners most affected by this project did not receive adequate notice about it or the associated meetings. I am concerned that a parking variance would be granted in an already congested area of Line Street, especially considering that the city would likely deny variances to other businesses that do not comply with the original city plan.

In addition to the city planning commission not properly notifying residents, it seems the city changed its original stance on classifying this facility as a sports facility, which is specifically prohibited by the downtown ordinance. They then reclassified it as a sports center during the second review. This raises concerns that the city is trying to expedite the approval process instead of allowing for public input.

During the second planning commission meeting, it was repeatedly stated that this facility is not just going to be a gym (which is allowed); rather, the goal is to make it a hub for climbers in the Eastern Sierra. Plans include moving movie screenings from the Bishop Twin Theatre to this sports facility, holding large competitions, and hosting various climbing events. This would lead to an increase in the number of vehicles needing parking, particularly for visitors from out of town who cannot bike.

April Kress
[redacted]

From: noreply@granicusideas.com
To: Robin Picken; recreation@cityofbishop.com; Jessica Ortiz
Subject: [External] New eComment for City Council Special Meeting
Date: Monday, June 30, 2025 2:49:10 PM

City of Bishop, CA

New eComment for City Council Special Meeting

Olivia Johnson submitted a new eComment.

Meeting: City Council Special Meeting

Item: 6.A) Appeal of Planning Commission Decision – Design Guidelines Compliance and Variance Findings for 168 East Line Street

eComment: Olivia Johnson, 605 W Elm St, Bishop. I strongly oppose Mr. Sharp's appeal against the previous variance. I argue that the proposed project aligns well with the intent of the downtown plan. Walkability is a major reason I and many others choose to live in downtown Bishop, and many would walk or bike to the gym, thereby minimizing stress on available parking. Regardless, as this is a mixed-use zone, Mr. Sharp and other residents are no more entitled to public parking than business customers.

View and Analyze eComments

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RESOLUTION NO. PC 2025-03

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BISHOP, STATE OF CALIFORNIA, APPROVING A VARIANCE FOR THE PROPERTY LOCATED AT 168 EAST LINE STREET (APN 001-182-10)

WHEREAS, the Planning Department received an application from James Miller requesting variances from Bishop Municipal Code development standards for the proposed Climbing Training and Fitness Center at 168 East Line Street (APN 001-182-10); and

WHEREAS, the property is located in the General Commercial (C1) zone with a Mixed Use Downtown Overlay (MUO-DT) designation and within the Bishop Downtown Specific Plan area; and

WHEREAS, the requested variances include:

1. Allowing parking to be located in front of the building, when viewed from East Line Street;
2. Reducing the required number of parking spaces from ten (10) to eight (8);
3. Increasing the number of allowable compact parking spaces from two (2) to three (3); and

WHEREAS, pursuant to Bishop Municipal Code Section 17.80.060, variances may be approved only when it is determined that:

- The variance does not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and zoning district; and
- Because of special circumstances applicable to the property, strict application of the land use ordinance deprives the property of privileges enjoyed by other properties in the vicinity and under identical zoning classification; and

WHEREAS, the proposed project is consistent with the Bishop General Plan goals of encouraging economic viability, providing diverse land uses, promoting downtown revitalization, increasing recreational and commercial opportunities, and developing vacant land; and

WHEREAS, the proposed project is consistent with the Bishop Downtown Design Guidelines; and

WHEREAS, the project qualifies as Categorically Exempt from environmental review under CEQA Guidelines Section 15332 – Infill Development Projects, as it involves a site under five acres in size, located within city limits, surrounded by urban uses, with no

habitat value for endangered species, and would not have significant traffic, noise, air quality, or water quality impacts; and

WHEREAS, a public hearing was duly noticed and held on May 28, 2025, in compliance with local and state laws.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Bishop hereby approves the variance, subject to the following conditions:

1. **Hold Harmless:** Applicant shall defend, indemnify, and hold harmless the City, its officers, and employees from any legal action challenging the approval of this variance.
2. **Future Improvements:** Any future site modifications shall comply with City permitting and approval processes.
3. **Landscaping Maintenance:** A landscaped green screen composed of approved plant species (see page 14, attachment 168 East Line Proposal) will be installed along the perimeter of the parking area. The selected species will grow to a minimum height of 5 feet and will be maintained to ensure full visual coverage year-round. This planting buffer is designed to screen vehicles from a pedestrian view and enhance the street-facing facade with natural elements.
4. Addition and maintenance of bike parking and storage to assist in reducing VMT.

PASSED, APPROVED, AND ADOPTED this 28th day of May, 2025.

Heather Lind, Chair

ATTEST: Deston Dishion, Planning Director

By: _____
Robin Picken, City Clerk

STATE OF CALIFORNIA
COUNTY OF INYO
CITY OF BISHOP

I, Robin Picken, City Clerk for the City of Bishop, do hereby certify that the whole number of members of the Planning Commission of said City of Bishop is seven (7); that the foregoing Resolution No. PC 2025-03 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 May 28, 2025, and that the same was so passed and adopted by the following roll call vote.

AYES: Bhakta, Gaidus, Lind

ABSENT: Leitch, Lew

NOES: Lowthorp

DISQUALIFIED: None

WITNESS, my hand and the seal of the City of Bishop this 29th day of May, 2025.

Robin Picken, City Clerk
CITY OF BISHOP

Planning Commission Report

To: City Council
From: Heather Lind, Planning Commission, Chair
Prepared on: June 23, 2025

Subject: Appeal of Planning Commission Decision for Design Guidelines Compliance and Variance Findings – 168 East Line Street

Background/History:

At its regular meeting on May 28, 2025, the City of Bishop Planning Commission reviewed an application from James Miller for three variances related to the proposed Climbing Training and Fitness Center at 168 East Line Street (APN 001-182-10), a currently vacant property.

The variances requested included:

1. Waiver of the on-site parking location requirement (allowing parking at the rear of the building),
2. 20% of parking space reduction, and
3. Increased number of compact parking spaces from 25% to 37%.

The Commission also reviewed the project for compliance with the Downtown Design Guidelines.

Commissioner Comments:

- Chair Lind expressed support for the project and the parking variance.
- Commissioner Lowthorp recommended that the applicant engage adjacent property owners regarding shared access to rear parking.
- Commissioner Bhakta raised concerns about emergency vehicle access.
- Vice Chair Gaidus supported rear parking but noted concerns about increased traffic on a shared residential driveway, especially with 24/7 operations.

Motions and Votes:

- The Commission unanimously (4–0) approved a motion affirming that the building is consistent with the Downtown Design Guidelines based on the information and analysis presented in the staff report.
- The Commission approved the variance application (3–1), making the required findings as set forth in the staff report and supported by the staff report and public testimony at the public hearing, finding that the project meets General Plan goals and that the requested variances are justified by site-specific conditions.

CITY OF BISHOP
PLANNING COMMISSION MINUTES
May 28, 2025

1. CALL TO ORDER

Chair Lind called the meeting of the Bishop Planning Commission to order at 6:03 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Commissioner Lowthorp.

3. ROLL CALL

PRESENT:
Commissioner Bhakta
Commissioner Lowthorp
Vice Chair Gaidus
Chair Lind

ABSENT:
Commissioner Leitch
Commissioner Lew

OTHERS PRESENT:
Deston Dishion, City Administrator
Ana Budnyk, Principal Planner
Robin Picken, City Clerk
Russell Hildebrand, Deputy City Attorney

4. 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 Chair, it is requested that you please state your name and address for the record and please limit your comments to three minutes. Under California law the Planning Commission is prohibited from generally discussing or taking action on items not included in the agenda; however, the Planning Commission may briefly respond to comments or questions from members of the public. Therefore, the Planning Commission will listen to all public comment but will not generally discuss the matter or take action on it.

No public comments were made.

5. CONSENT CALENDAR NOTICE TO THE PUBLIC: All matters under the Consent Calendar are considered routine by the Commission and will be acted on by one motion.

A. Meeting Minutes – April 29, 2025

Chair Lind opened this item. No comments were made.

Vice Chair Gaidus made a motion to approve the Consent Calendar and Commissioner Bhakta seconded the motion. Motion passed 4-0.

Ayes: Commissioners Bhakta, Lowthorp, Vice Chair Gaidus, and Chair Lind
Noes: None

6. PUBLIC HEARING

A. Variance – 168 East Line Street

Chair Lind announced that the first order of business is for the Commission to make a motion to reconsider this variance request and to rescind the resolution approved on April 29, 2025.

Deputy City Attorney Hildebrand reviewed this item with the Commission and explained further as to why this item is being brought back for the Commission's reconsideration and to rescind the resolution approved on April 29, 2025.

Chair Lind made a motion to reconsider this variance request and to rescind the resolution approved on April 29, 2025. Vice Chair Gaidus seconded the motion. Motion passed 4-0.

Ayes: Commissioners Bhakta, Lowthorp, Vice Chair Gaidus, and Chair Lind
Noes: None

Chair Lind opened the public hearing.

Principal Planner Budnyk reviewed this item with the Commission.

The applicants, James "Bud" Miller and Eric Bissell, reviewed their variance request for 168 E. Line Street and thanked the Commission for rehearing their requested variance.

Public comments were made by:

Taylor Lyon, a local resident and business owner, spoke in support of the applicant's requested variance.

Allan Pietrasanta, a local resident, spoke in support of the City's process and the applicant's requested variances.

Karen Schwartz, a Bishop resident and a Council Member, spoke in support of the public process and is looking forward to listening to what the Planning Commission has to say.

Howie Schwartz, a Bishop resident, spoke in support of the applicant's project, and stated that this project should be allowed the two parking spaces variance, a legitimate effort should be made to share the adjacent driveway to locate parking behind, and developers should construct a façade in front of the building.

Siobnan Kenney, a Bishop resident, spoke in support of the applicant's requested variance.

Alex Vaught, a Bishop resident, spoke in support of the applicants, the proposed gym, and to approve the variance requested.

Rebecca Church, a local resident, spoke in support of the applicant's requested variance.

John Rambo, a Bishop resident, spoke in support of the applicant's requested variance.

Phil Wesseler, a Bishop resident, spoke in support of the applicants, the proposed gym, and to approve the variance requested.

Travis Heidepriem, a resident of Crowley Lake, spoke in support of the applicant's requested variance.

Jean Sprague, a Bishop resident, spoke in disagreement of the metal building being proposed based on the City's plan that discourages metal structures.

Kate Rutherford, a Bishop resident, spoke in support of the applicant's requested variance.

Jessica "Jo" Olsen, a local resident, spoke in support of the applicant's requested variance and proposed plans.

David Surber, a local resident and owner of rental property on Keough Street in Bishop, spoke in support of the applicant's proposed business. He spoke in support of new businesses in Bishop, provided the Commission with a list of 23 metal buildings located in downtown Bishop refuting the statement that metal buildings are out of character for the city, and that this proposal will create jobs and tax revenue for the city. He stated that it is important to establish Bishop as the climbing capital of California and build an economy based on outdoor recreation.

Olivia Johnson, a Bishop resident, spoke in support of the applicant's requested variance and offered counter points to the public letter from the owner of Sage to Summit that was submitted in opposition of the applicant's variance.

David Ansalem, announced that Jackie Surber who wanted to speak on this topic had to leave and he would be speaking in her place. David Ansalem, a Bishop resident and local emergency medicine physician, spoke in support of the applicant's project and the parking variance.

Chair Lind announced a short recess for five minutes. The recess started at 7:05 p.m. and Chair Lind reconvened the meeting at 7:10 p.m.

Public comments were made by:

Robert Sharp, a Bishop resident, expressed his support on the applicant's overall business concept. However, he requested that the Commission consider abstaining on this decision and allow it to go to the City Council for a decision or have this item tabled until the current parking study is completed for additional information to consider. Robert Sharp stated that he is not in favor of the requested parking variance and feels there will be impacts and issues related to granting this parking variance.

Shelma Jun, a Bishop resident, spoke in support of the applicant's requested variance.

John Bowen, a local resident, spoke in support of the applicant's requested variance and opposed tabling this item or just passing this decision to the City Council.

Marissa Leonard, a local resident, expressed her concerns about this variance due to the current lack of parking currently available on East Line Street. Marissa Leonard stated that she was not opposed to the rest of the proposed project but asked the Commissioners to be mindful that she felt that there was not enough due diligence to reach out to others in the community that are not present to speak on the parking impacts on East Line Street at this meeting. Marissa Leonard asked that the Commission pause this issue to do more due diligence and asked the applicants to do more due diligence on this matter.

Michelle Gilmore, a local resident, spoke in support of the applicant's requested variance and expressed that this business promotes positive health.

Sarah Thomson, a local resident, spoke in support of the applicant's requested variance.

No further public comments were made.

Chair Lind closed the public hearing.

The Commissioners deliberated this item.

Chair Lind spoke in support of the parking variance.

Vice Chair Gaidus asked if any of the Commissioners had any other concerns since they last deliberated on this item.

Commissioner Lowthorp stated that he would like to see the applicants formally approach the property owners next door to see if it is viable to provide access for parking in the back of the proposed building on the applicant's lot. Commissioner Lowthorp stated that he would be willing to hold off on this decision for another month for the applicant to do so.

Commissioner Bhakta expressed his concern about access for emergency services.

Vice Chair Gaidus stated that he thought that parking in the back sounds appealing, but there were concerns sharing a driveway with a residential property since the applicant's business would be open 24/7, thus potentially increasing traffic on that driveway.

With no further discussion, Vice Chair Gaidus made a motion that the Planning Commission finds that the building is consistent with the Downtown Design Guidelines as determined by City staff. Chair Lind seconded the motion. Motion passed 4-0.

Ayes: Commissioners Bhakta, Lowthorp, Vice Chair Gaidus, and Chair Lind
Noes: None

Vice Chair Gaidus then made a motion to approve the variance application based on the site-specific circumstances presented above because the variance allows for a project that meets the following goals of the General Plan and meets the Downtown Design Guidelines: a. Encouraging diverse land uses that support long-term economic viability, b. Increasing downtown activity and employment opportunities, c. Promoting recreation-related commercial development, and d. Encouraging development of vacant and underutilized land. Chair Lind seconded the motion. Motion passed 3-1.

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BISHOP, STATE OF CALIFORNIA, APPROVING A VARIANCE FOR THE PROPERTY LOCATED AT 168 EAST LINE STREET (APN 001-182-10)

Ayes: Commissioner Bhakta, Vice Chair Gaidus, and Chair Lind
Noes: Commissioner Lowthorp

Chair Lind provided a one minute break to allow the public to leave the meeting before addressing Item 7 – Staff and Commission Reports.

7. STAFF AND COMMISSION REPORTS

Principal Planner Budnyk reported to the Commissioners that the City Council approved the hiring of a parking enforcement position for the City at their May 8, 2025 Special Council meeting where they discussed the City's Strategic Plan. Principal Planner Budnyk also announced that she received good news on the Prohousing Designation application for our community, with $36 million dollars designated for the Silver Peaks project, of which $9 million dollars is designated for sidewalks and bike lanes. She reported that we received a highly competitive score, therefore if we do not receive notice of this award in December of this year, we anticipate we will be awarded the funding next year.

Commissioner Bhakta and Commissioner Lowthorp both commented on how pleased they were to see so many people in attendance at this meeting. Commissioner Bhakta stated that in the 6 years as a Planning Commissioner, he has never seen the chambers filled with so many people. Commissioner Lowthorp stated he had not seen so many people in attendance since the 1980's when there were no signs in Bishop, and the Planning Commission met to discuss imposing sign regulations.

Chair Lind remarked that participation was wonderful, and reminded everyone that there is a current vacancy on the Planning Commission should anyone be interested in applying. She also reminded everyone that there are many community organizations and programs that need this type of participation and volunteers to sustain these local national renown community organizations.

No further reports were made.

8. ADJOURNMENT: The next regularly scheduled meeting of the Planning Commission will be Tuesday, June 24, 2025, at 6:00 p.m. in the Bishop City Council Chambers, 301 West Line Street, Bishop.

Chair Lind adjourned the meeting at 7:41 p.m. to the next regularly scheduled meeting on June 24, 2025

_____ _____

Heather Lind, Chair Robin Picken, City Clerk

Agenda Item: _____
Date of Meeting: May 22, 2025
Department: Planning

STAFF REPORT

To: Planning Commission

From: Ana Budnyk, Principal Planner

Subject: **Variance – 168 East Line Street**

Prepared on: May 22, 2025

Attachments: A) Application for Variance
B) A Resolution of the Planning Commission of the City of Bishop, State of California, to approve the Variance
B) A Resolution of the Planning Commission of the City of Bishop, State of California, to deny the Variance

APPROVED BY: _____
Deston Dishion, City Administrator

BACKGROUND / HISTORY

The Planning Department has received an application from **James Miller** requesting three variances related to the development of the **Climbing Training and Fitness Center** proposed at **168 East Line Street** (Assessor's Parcel Number 001-182-10), currently a vacant property.

The property is zoned **General Commercial (C1)** with a **Mixed Use Downtown Overlay (MUO-DT)** designation and is located within the City's Specific Plan area. The surrounding uses and zoning are summarized below:

Property	General Plan	Zoning	Current Use
North (across E. Line Street)	General Commercial	C1, MUO-NT	Electrician business
East	General Commercial	C1, MUO-DT	Residential and office
West	General Commercial	C1, MUO-DT	Residential apartments
South	General Commercial	C1, MUO-DT	Residential apartments

The applicant is requesting the following **three variances** from the **MUO-DT development standards**:

1. **On-Site Parking Location**: Allow parking in front of the building when viewed from East Line Street, rather than behind the building as required.

2. **Parking Space Reduction**: Reduce the number of required parking spaces from ten (10) to eight (8).

3. **Compact Parking Spaces**: Increase the number of compact spaces allowed from two (2) (25% of required parking) to three (3) spaces (37%).

Per **Bishop Municipal Code Section 17.80.060 – Variance – Application**, the Planning Commission has authority to grant variances if the following findings can be made:

> **A.** The variance shall be subject to conditions ensuring that it does not grant a special privilege inconsistent with limitations placed upon other properties in the vicinity and district.
>
> **B.** Due to special circumstances applicable to the subject property, such as size, shape, topography, location, or surroundings, the strict application of the Code would deprive the subject property of privileges enjoyed by other properties in the same district.

Planning staff has evaluated the proposed metal building, and as discussed below, finds it to be consistent with the Downtown Design Guidelines. This determination has been challenged in various public comments received on this Project and therefore the Planning Commission is asked to review this determination and either approve the finding of consistency or disapprove this finding of consistency by making a separate motion and vote.

DISCUSSION:

CONSISTENCY WITH MUO-DT OVERLAY DEVELOPMENT STANDARDS

Table 2: MUO-DT Development Standards Comparison for 168 East Line Street

Standard	Required	Proposed
Lot Size	9,600 SF (0.22 acres)	
Maximum Building Area	n/a	6,600 SF
Maximum Building Height	46 feet	Two stories
On-site Parking Location	Behind the building	In front of the building
Parking Spaces	10 (including ADA)	8 (including ADA)
Maximum Compact Parking	25% (2 spaces)	37% (3 spaces)
Customer Bike Parking	4 spaces	8 spaces
Staff Bike Storage	1 per new retail worker	2 spaces

Standard	Required	Proposed
Minimum Landscaped Area	10% (358 SF)	360 SF
Front Setback	0’ minimum / 10’ maximum	10’ + 64’ parking + 9’ entry

The subject property at **168 East Line Street (APN 001-182-10)** is a vacant parcel with **50 feet of street frontage and 191 feet of depth**. While this lot size is typical for downtown parcels, its narrow frontage poses a development challenge under current zoning and parking standards, particularly for uses requiring larger open interior spaces, such as the proposed **Climbing Training and Fitness Center**.

Unlike nearby properties that benefit from wider lot frontages or pre-existing, non-conforming driveways, this site would require 24 feet of its 50-foot frontage just for driveway access to rear parking—substantially impacting the usable width for active building frontage and pedestrian access. Additionally, a comparable property at **169 Short Street** shares a driveway with its neighbor, a configuration unavailable to the applicant.

The **Bishop Specific Plan** encourages pedestrian-oriented, walkable development in the downtown area, calling for:

- Concentrating density on parcels that front Main Street and Line Street,
- Reduction of potential vehicle miles traveled (VMT) impacts resulting from higher density development
- Building features that contribute to a pedestrian-oriented, walkable downtown, which includes: large windows, a continuous street wall with limited setbacks, entrances and signage that can be read from the sidewalk.

The proposed athlete training center proposes a building footprint of 4,410 square feet, which is 45% of the site area, and a 6,600 square foot 2-story structure. While requesting relief from certain parking standards, the project compensates with double the required bicycle parking, two long-term staff bike storage lockers, and safe bike access near the building’s entrance—helping to reduce vehicle miles traveled (VMT) and align with Specific Plan goals.

The building also includes large street-facing windows and a 10-foot wide landscaped area along East Line Street featuring dense shrubs and trees designed to create a **"green street wall"**, mimicking the continuous façade encouraged by the Specific Plan. The applicant has committed to ongoing maintenance of this landscaping to ensure long-term compliance with the streetscape intent.

GENERAL PLAN & ZONING CONSISTENCY

The property is designated **General Commercial (C1)** with the **Mixed Use Downtown Overlay (MUO-DT)**, within the Bishop Specific Plan area. The proposed project

supports the **General Plan's goals** of:

- Encouraging diverse land uses that support long-term economic viability,
- Increasing downtown activity and employment opportunities,
- Promoting recreation-related commercial development,
- Encouraging development of vacant and underutilized land.

CONSISTENCY WITH DOWNTOWN SPECIFIC PLAN AND MIXED USE OVERLAY BUILDING DESIGN & CHARACTER GUIDELINES

GUIDELINES FOR STOREFRONT BUILDINGS

Storefront Buildings are designed with **active, pedestrian-friendly frontages** at the ground level, typically with **transparent glass, direct sidewalk access**, and **commercial or retail uses** facing the street.

1. Materials:

- *Should be consistent with those identified in the Specific Plan Area, including: glass, shiplap or clapboard siding, new or used face brick, cut or carved stone, ceramic tile, stucco, and metal by permit.*

The proposal includes a metal building, which complies with the Specific Plan guidelines related to Transparency; Building Orientation; Building Form, Mass, and Scale; Windows; Entrances; Awnings and Canopies; Lighting; Facade and Materials Color; and Architectural Style (see below).

Per the guidelines, use of metal as a primary material requires a permit, which may be granted when the overall project demonstrates compliance with the remaining design standards.

See Attachment: 168 E LINE PROPOSAL for Renderings of the East Line Street Elevation.

2. Transparency:

- *There should be a difference between upper story openings such as windows and doors and street level (storefront) openings. There should be a greater transparent or glazed open area at the storefront level to support pedestrian activity. Any obstructions in the window should still allow for a clear view into the building.*

The proposed storefront façade facing East Line Street meets these goals by providing large, transparent ground-floor windows that occupy 44% of the first story, offering clear, unobstructed views into the building from the street.

- Whenever a building is proposed that has two adjacent neighboring structures, attempt to maintain the characteristic proportion and spacing of window and door openings.

The height of the ground-floor windows and doors aligns with those of the two adjacent buildings. The second-story window proportions are also consistent with those of the neighboring structure to the west (162 E Line Street), ensuring architectural compatibility and visual cohesion along the street frontage.

3. Building Orientation:

- *The front of the building wall should be oriented parallel to the street.*

The front of the building is oriented toward East Line Street.

- *Major pedestrian access for all buildings should be oriented to the primary street upon which it is located.*

The pedestrian access is oriented to East Line Street.

- *Storefronts should be designed to orient to the primary major street frontage.*

Storefront is oriented to East Line Street.

4. Building Form, Mass, And Scale:

The building form, mass, and scale are important in maintaining the quality of the built environment and in protecting the scenic views of the natural environment of Bishop. New construction should be compatible with surrounding buildings in terms of mass, scale, and height.

- *New multi-story buildings and remodels may be taller than adjacent structures (as permitted within the MUO Mixed Use Overlay).*

The proposed building is 32’ in height. Adjacent structures vary in height, with the property on 156 E Line St being over 40’ height.

- Although building heights will vary, generally, taller buildings are encouraged in the Mixed-use Overlay Downtown District to create a stronger presence on the street and to frame the scenic views.

Compliant.

- *Keep the scale of building elements, especially at the ground level, intimate and close to human scale.*

The ground floor elements are designed with pedestrians in mind, with 8’ windows and doors, 9’ high canopy, and lighting elements at 7’.

- *Reduce building mass on structures with multiple stories by “stepping back” upper stories, which can provide for balconies and outdoor dining spaces (see Outdoor Dining section).*

Not applicable, as the full building is stepped back.

- *Consider the relationship of height-to-width proportions of existing facades.*

Similar in proportion to the adjacent façade on the west (162, 156 East Line St).

- *Roofs should be flat; however, decorative pediments may be sloped and extend above the roofline. Roof lines of adjacent buildings shall be considered to avoid clashes in scale, style, and materials. Mansard roofs and “radical” roof pitches that are overly prominent or out-of-character are not permitted.*

The proposed roof is close to flat; radical roof pitches are avoided.

5. Windows:

The windows of storefronts should vary in size and shape, depending on the type of business, as well as the architectural style of the building. Specific design criteria related to window treatments include the following:

- *Use clear glass on the first floor.*

Clear Grass is used that allows visibility inside the building.

- *Storefront windows should be as large as possible, but no closer than 6 inches to the ground.*

The proposed storefront windows are “as large as possible”.[Can we get some dimensions to be more specific. “As large as possible” is too general]

6. Entrances

- *Storefront entries can consist of any projecting elements, and any landscape, hardscape, walls and fences between the building facade and the back of the sidewalk. This provides a transition between the public environment of the street and the semi-private and private entrances of the building. Small forecourts, recesses, and nooks are encouraged around entries in new and remodeled construction. The dimensions of these should be proportional to the overall*

facade with a maximum depth of 10 feet. To ensure proper access all entrances must be a minimum of 4 feet apart.

Not applicable, as the entrance is not located on the street.

7. Canopies:

- *Minimum height of awnings and canopies shall be 8 feet as measured from the bottom of the awning to the sidewalk and shall not extend outwardly more than 6 feet from the face of the structure*

Canopy is located 9'.

- *Canopies shall reflect the character of the building, particularly in material and color selection.*

Complaint.

- *Canopies are permitted to shelter openings at the bottom floor only.*

Canopy is proposed to shelter the entrance at the bottom floor only.

8. Lighting

- *Exterior lights that are part of a building facade shall provide adequate lighting levels and be designed to satisfy functional needs and complement the architectural style of the building.*

Lighting lights up the entrance, bike area, landscape/seating areas.

- Lighting should follow the Joint International Dark-Sky Association & Illuminating Engineering Society, Model Outdoor Lighting Ordinance (MLO) which the city intends to adopt in 2022.

CA Building code also requires BUG-rated lighting, the compliance will be determined at the building permit application.

9. Facade & Materials Color

The number of materials, colors, and combinations is unlimited, and the appropriateness of any given material, color, or combination for a particular building depends on a number of factors including architectural style and details, building material, building size, and building context. A visually balanced composition of materials and color is encouraged.

- *Consider exterior colors that complement the architectural style or theme of a building.*

- *Vary color to provide architectural interest; at least one accent color is required, do not exceed what is required for contrast and accent of architectural features. • Colors should be durable and weather-resistant; stain and flat paints are encouraged.*

  2 colors are used, color complements the architectural style of the building.

10. Architectural Style Guidelines

As there are a variety of architectural styles it is important to consider the rooflines for all buildings and styles. In general, rooflines should be:

- *Consistent with their surroundings, adjacent buildings shall be considered to avoid clashes in scale, style, and materials.*

The block presents a rich variety of architectural styles, including: Victorian (186 East Line St), American Craftsman (178 E Line St), Flat Roof Commercial (162 East Line St), Classical Revival (168 East Line), Midcentury modern (151 East Line).

The proposed building contributes to this eclectic streetscape while maintaining human-scaled proportions consistent with its context. The height of the ground-floor windows aligns with those of adjacent buildings, and the second-story window proportions reflect those of 162 East Line Street, promoting visual continuity and architectural harmony along the block.

- *Flat, gable, or hipped.*

The roof line is compatible with the proposed architectural style.

VARIANCE FINDINGS:

Based on substantial evidence in the record, the Planning Commission of the City of Bishop makes the following findings regarding approval of a variance waiving the On-Site Parking Location requirement parking in back of the building, Parking Space Reduction, increased Compact Parking Spaces.

A. That any variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and district in which the subject property is situated.

Evidence: Any property owner in the City of Bishop has the right to request a variance subject to the same consideration and review by the Bishop Planning Commission for General Plan and zoning code consistency. Due to the requirement for parking to be located behind the building being approved in 2022 other properties in the vicinity have parking located on the front of the property or exercise other privileges, like narrower preexisting non-compliant driveways, the property immediately adjacent to the subject property on the west 162 East Line Street complies with the parking requirement due to wider 70' street frontage, and the property immediately south 169 Short Street shares a driveway with the adjacent property. The subject site's narrower width and lack of shared driveway make strict compliance uniquely burdensome.

B. That because of special circumstances applicable to subject property, including size, shape, topography, location or surroundings, the strict application of the land use ordinance is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical district classification.

Evidence: the subject lot's 50-foot width, while typical downtown, creates unique limitations when coupled with the functional requirements of a fitness center (open interior spaces, high ceilings). The inability to locate parking to the rear without consuming significant building frontage or reducing usability supports the request for the proposed parking layout with adjusted parking placement, reduced stall count, and additional compact spaces.

ENVIRONMENTAL REVIEW: The proposed project qualifies as Categorically Exempt under CEQA Guidelines Section 15332 – Infill Development Projects.

NOTIFICATIONS:

A public hearing for this item was noticed in the Inyo Register on May 17, 2025, and mailed to all property owners within 300 feet of the project site at least ten days prior to the Planning Commission hearing, in accordance with City noticing requirements.

LEGAL REVIEW:
Attorney Russell A. Hildebrand has reviewed and approved the item.

RECOMMENDATION:

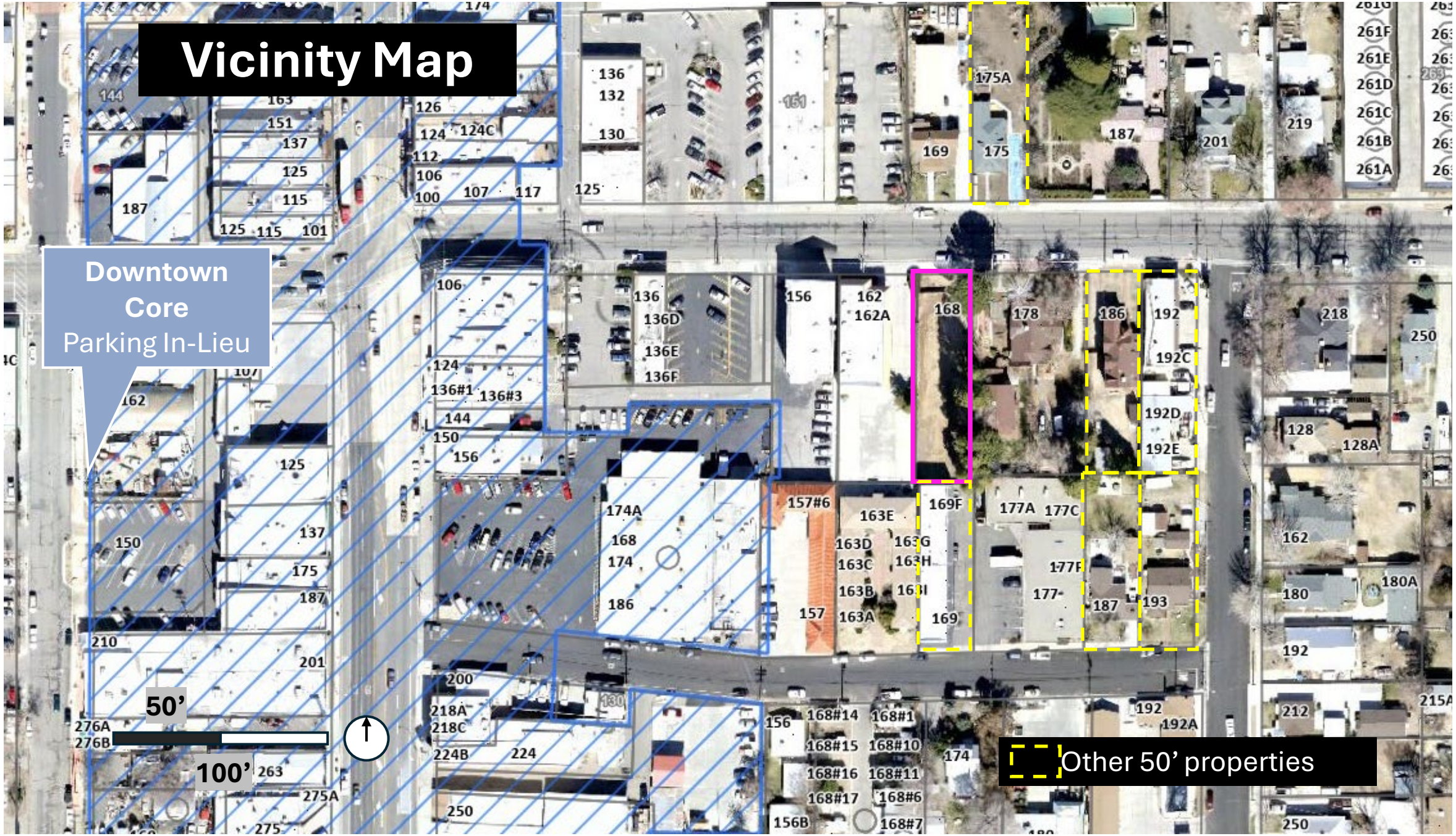
Staff recommends the Planning Commission:

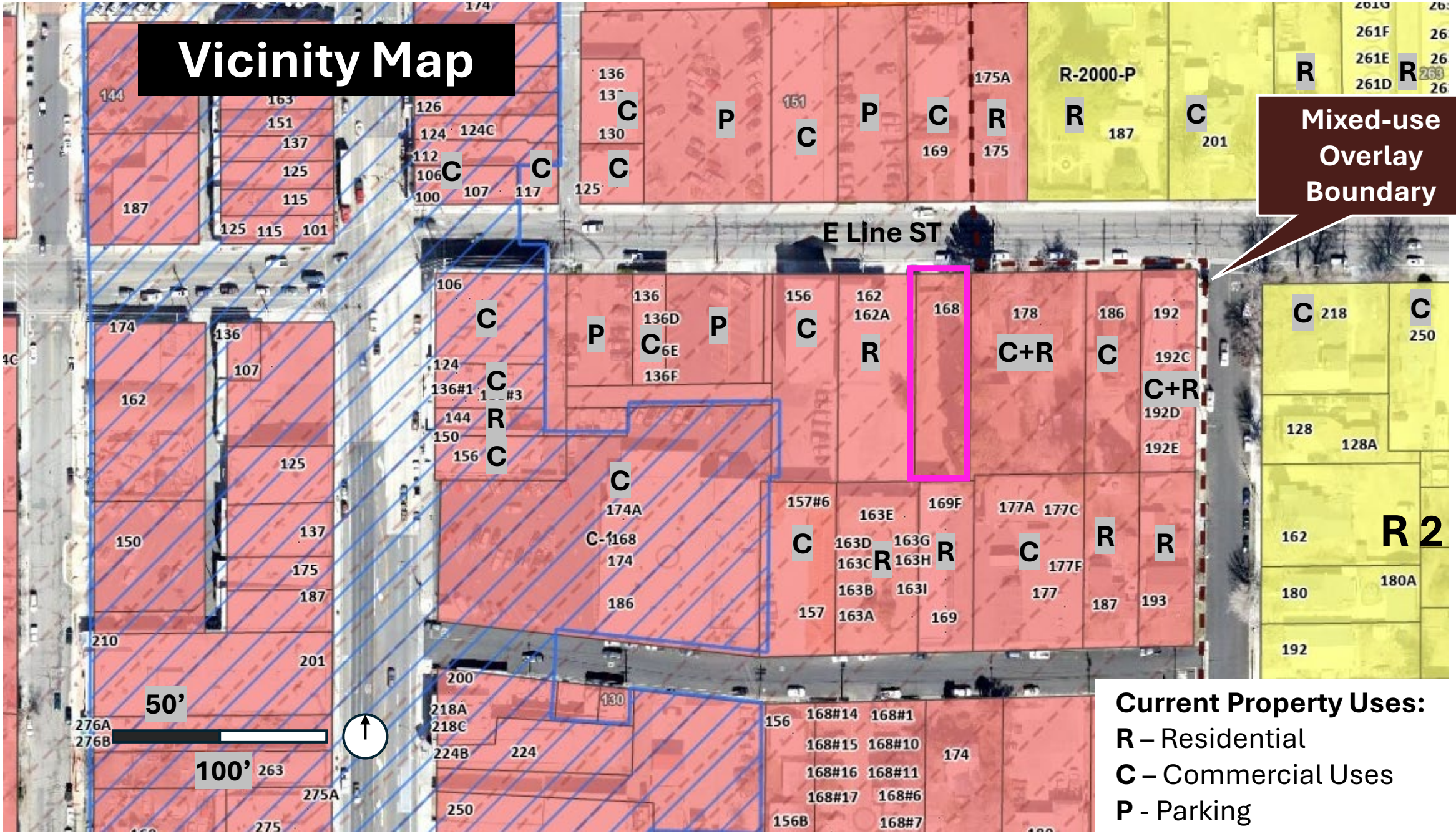
1. Hold a public hearing to review the proposed variance and evaluate the building's consistency with Downtown Design Guidelines. Motion and vote to approve the building's consistency with Downtown Design Guidelines.

2. Approve the variance application based on the site-specific circumstances presented above because the variance allows for a project that meets the following goals of the General Plan and meets Downtown Design Guidelines:
    a. Encouraging diverse land uses that support long-term economic viability,
    b. Increasing downtown activity and employment opportunities,
    c. Promoting recreation-related commercial development,
    d. Encouraging development of vacant and underutilized land.

OR

3. Deny the application because the project does not meet the MUO-DT Development Standards for onsite parking location, number of parking stalls required, and maximum number of allowed compact spaces.


Vicinity Map
Downtown Core Parking In-Lieu
50’
100’
Other 50’ properties


Vicinity Map
E Line ST
Mixed-use Overlay Boundary
R-2000-P
50’
100’
Current Property Uses:
R – Residential
C – Commercial Uses
P - Parking



168 E LINE PROPOSAL

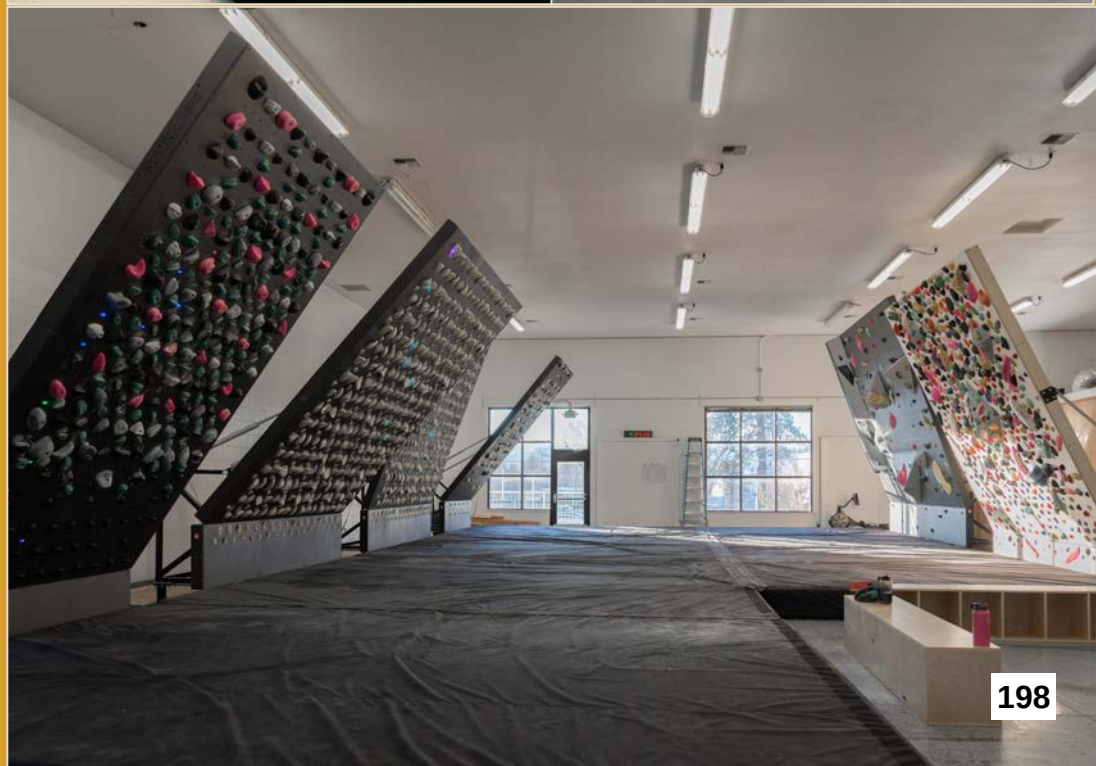
BISHOP CLIMBING AND FITNESS

OBJECTIVE

PROVIDE BISHOP AND THE GREATER EASTERN SIERRA COMMUNITIES A **MOUNTAIN ATHLETE TRAINING CENTER** THAT REFLECTS THE **PASSION** AND **COMMITMENT** OF THE LOCAL AND VISITING COMMUNITY.







Property Description

168 East Line Street, parcel number 001-182-10

Existing Zoning & Use

- C-1 Commercial
- Mixed Use Overlay

Proposed Use

6,600 square foot, two-story, open-span metal structure for use as a climbing gym, weight room, yoga studio, and general training center.

Variance Type

- Hardship variance
    - Parking requirements

Code Section

- 17.46.150. - Parking - sections B/2 and C



PROPOSED BUILD

6,600 square foot, two-story, open-span metal structure for use as a climbing gym, weight room, yoga studio, and general training center.

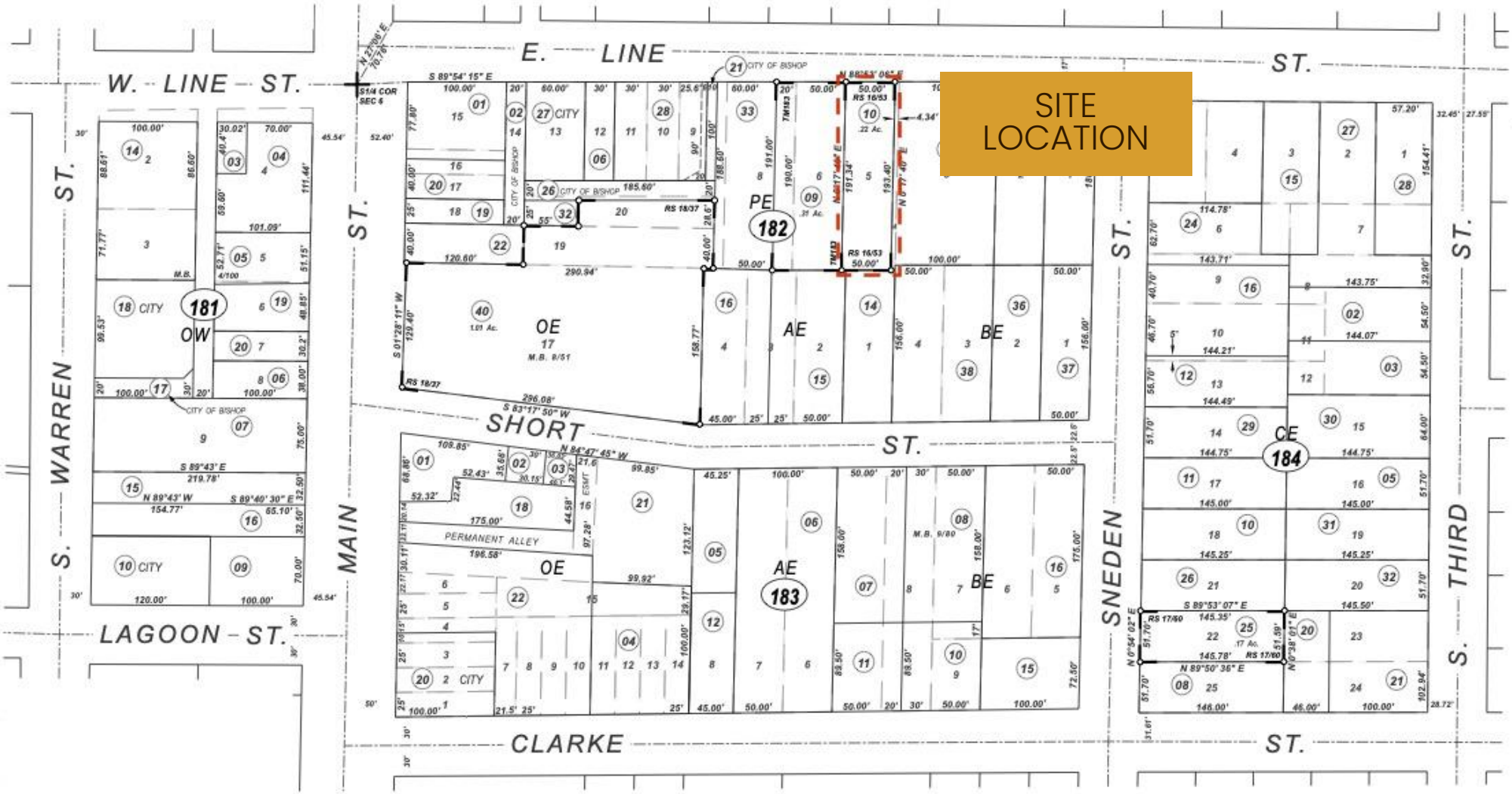
168 E LINE - FROM THE NORTH WEST
[Approx render.]

Previous Revisions:
11/07/88
03/04/08
08/27/08
06/20/12

POR. N1/2 SEC. 7, T.7S., R.33E., M.D.B. & M.
JOHN B. CLARKE ADDITION

TAX RATE AREA
1-000

01-18



REFERENCED MAPS:

JOHN B. CLARKE ADDITION M.O.R. Bk. 1 Pg. 51
BLK CE LOT 1 - 11 Inc. Bk. 7 Pg. 50
BLK CE LOT 1 - 9 Inc. Bk. 9 Pg. 78
T.M. 183 Bk. 4 Pgs. 19, 20

R.S. 07-002 Bk. 16 Pg. 53
R.S. 07-008 Bk. 17 Pg. 60
R.S. 09-008 Bk. 18 Pg. 37

REVISED 8/3/2020

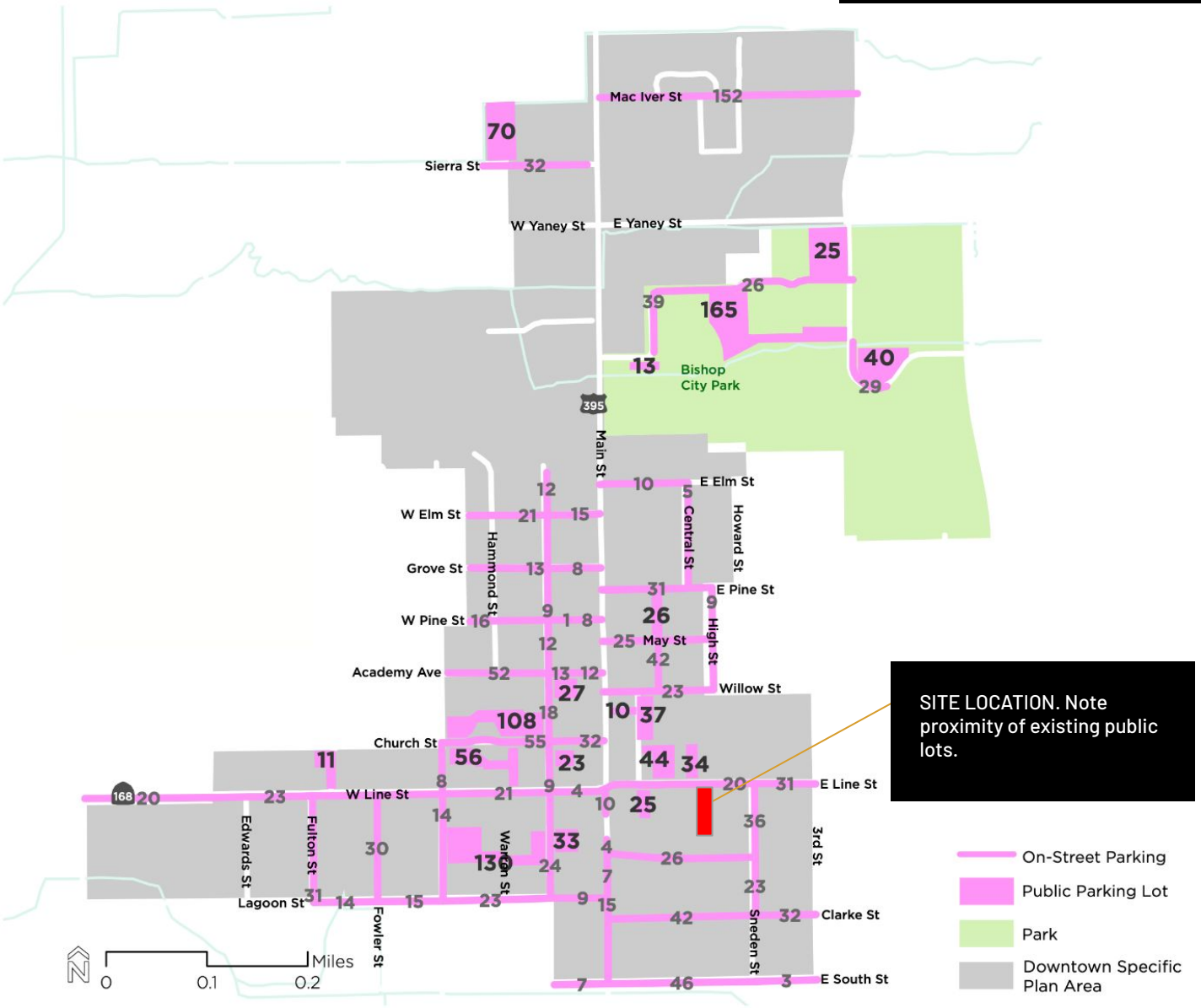
NOTE:
1. THIS DOCUMENT WAS PREPARED FOR ASSESSMENT PURPOSES ONLY
2. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN
3. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

Assessor's Map Bk. 01 Pg. 18
County of Inyo, Calif.
1950

PUBLIC PARKING

Public parking identified in the Bishop Downtown Specific Plan and Mixed Use Overlay.

Figure 6 **Specific Plan Area Existing Parking Map**



Variance - Hardship

17.46.150. - Parking.

Provision C *- On-site parking standards. On-site parking shall not be located between the building and the primary street setback. Parking must be behind the building when viewed from the primary street.*

The lot in question is narrow (50’ wide). To provide the parking required in the back of the lot, we would need to install a 20’ wide (two-way) driveway, which would reduce the usable width of the lot to 30’ (bringing the interior usable space closer to 28’).

Second, it would require an entrance in the back (South) of the building, and/or a sidewalk from the back to the front of the building. This would further reduce usable width of the lot and create pedestrian confusion.

Reducing the interior space to such a narrow width would eliminate the spacious, gymnasium feel that makes our proposed use a successful and meaningful addition to the community. We are asking to exploit the maximum usable width of the lot by situating onsite parking in the front of the building.

Variance - Hardship

17.46.150. - Parking.

Provision B.2 *- A building less than 15,000 square feet will require 1.5 spaces per 1,000 square feet.*

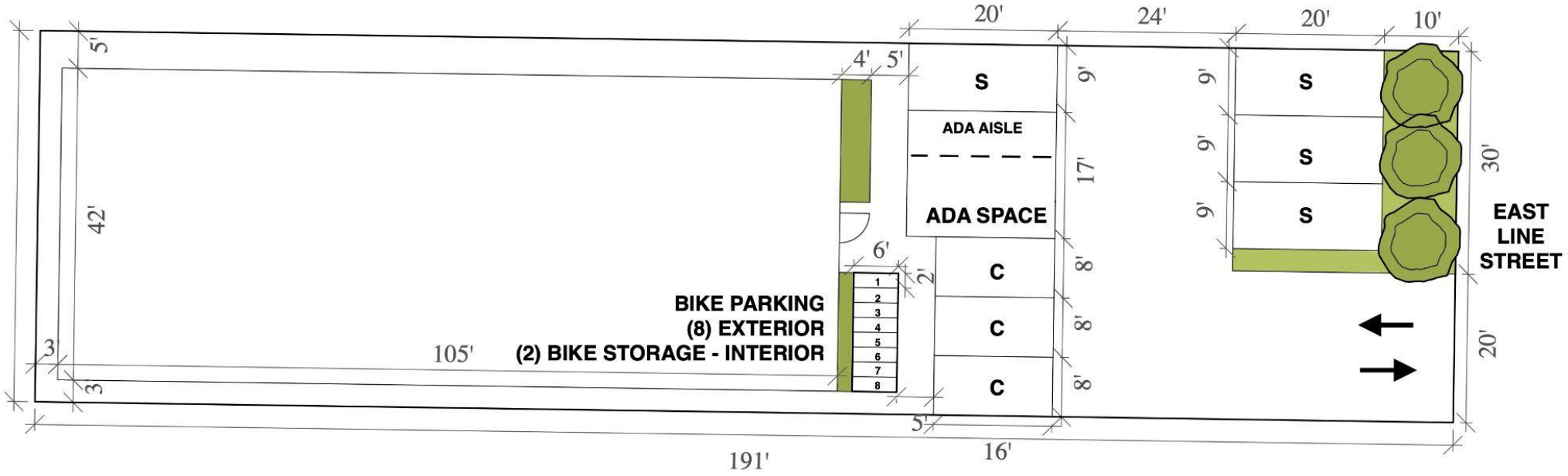
The requirement for 1.5 spaces per 1,000 sf would require us to provide 10 parking spaces for a 6,600 sq ft building. (6,600 / 1000 = 6.6 x 1.5 = 10 spaces) A parking space is required to be 20' deep with 24' of maneuverability space behind it. Each space will require 44' depth on a 50' wide lot. With the addition of one ADA space, this means that the back 108 LF of the lot would be used for parking (20' along the back row for five cars, a 24' maneuvering area, 40' for two 3-car rows, then an additional 24' for maneuvering).

Combined with the 20' wide driveway to the back (approximately 72 LF), the lot's paved-over area would end up around 6,840 sf (68% of the total lot).

By reducing our required spaces from 10 spaces to 8 spaces, we can reduce pave-over significantly by reducing the parking lanes to two rows:

- One five car row (three Compact spaces, one ADA space, and one Standard space)
- One three car row + 20ft two-way driveway (three Standard spaces, 3 ft buffer, driveway)

Site Plan



A landscaped green screen composed of approved plant species (see page 14) will be installed along the perimeter of the parking area. The selected species will grow to a minimum height of 5 feet and will be maintained to ensure full visual coverage year-round. This planting buffer is designed to screen vehicles from pedestrian view and enhance the street-facing facade with natural elements.

BISHOP CLIMBING AND FITNESS - 168 E Line St. Bishop CA 93514

scale: 1" = 20'

00 16' 32' 64'

Variance - Justification

The combination of these two requirements (10 spaces and parking in the back, south side, of the building) greatly reduces the amount of usable space on the property.

While we are not within the boundaries of the Downtown Core, we feel that a reduction in the amount of parking and paved over space in this mixed-use area is in line with the spirit of the downtown plan:

> "MIXED USE OVERLAY ZONE (MUO) PARKING - Parking policies for the MUO are driven by the goals set out in Chapter: 2. **The policies focus on maximizing land use opportunities and helping create a vibrant pedestrian- friendly environment for Bishop.** As with the SPA, parking maximums will still be utilized to ensure that land is focused on commercial and residential development and improvements to landscaping."
> -pg. 131 Downtown Bishop Specific Plan and Mixed Use Overlay

Furthermore, as our intended use of this lot is a downtown fitness center, we see walking and biking as an integral means of transportation to the facility. According to the Downtown plan (page 57), areas within the SPA (within which we are located) have a 1.5 parking space maximum per 1,000 sf to avoid over-paving of Bishop's downtown area. However, as we understand it, since we are located both within the SPA and the MUO, we are subject to the MUO requirements of adding parking and not restricting it.

We understand the reasoning behind both requirements, but we hope to appeal to the spirit of the SPA and its desire to provide more usable structures and less paved-over areas with this project. We want to emphasize that this business would provide a major hub for our community, reinvigorating this section of the downtown-adjacent area.

Unique Circumstances

From what we've learned about the history of this lot, others have tried to develop it in the past, but have run into issues due to the unique size and shape of the lot.

Its narrow width and location behind and in between developed lots creates a difficult situation. With no back or side access, it forces the installation of a driveway, which will take up almost half the width of the entire property. With such a narrow lot, each parking space requirement (which is in essence a 44' deep proposition) eats away drastically at the property's potential.

Alternative Solutions

Our request is multi-pronged and ideally needs to be enacted together to be beneficial.

Part one

Allow for parking at the front of the property.

This automatically adds an additional 1,440 SF of usable space back, and more importantly, allows us a 50' wide footprint that can sustain a functional and purpose-built space. We plan to install landscaping, seating areas, and opportunities for art installations in the front of the property/parking lot, which will provide a feeling of continuity while driving down East Line Street.

Part two

Allow for a reduction of (2) parking spaces.

At eight spaces (as opposed to ten), we can reduce the lost amount of space on the land that's reserved for parking to 3,200 SF.

This means that, in conjunction with the driveway, the total SF of pave-over area would be reduced to 3,200 SF (down from 6,500 sf). 32% of pave-over versus 65% of pave over (a 33% reduction in pave over).

Impact on Surrounding Properties

Our goal with this project is to help rejuvenate the downtown area while having as little negative impact on surrounding properties as possible. We believe that by having minimally fewer parking available and by having this fully visible from the street (as opposed to creating a need for people to drive to the back of the lot to look for spaces) and by providing bike storage, we can create a space which emphasises walking and biking to the business. This emphasis will ideally increase foot traffic in the area.

Furthermore, by reducing the amount of pave over area on the property, we will help fill the downtown space with buildings and landscaped areas as opposed to pavement, enhancing the area aesthetically.

Proposed Solution

In short, this design includes five spaces (1 Standard, 3 Compact, 1 ADA) directly in front of the building, a 24' maneuvering area, an additional three spaces (3 Standard) and a two-way entry/exit driveway at the East Line setback. A 10ft x 30ft (with an additional 3x20 north-south planter) landscaped visual privacy hedge will continue the East Line streetside frontage.

To encourage bike traffic, we will be provide (8) lockable bike spaces at the front of the building, as well as (2) interior spaces for staff bikes. Bishop code requires (4) short term spaces plus (1) long term space. We will be providing double the amount of required bike parking.

We're requesting that two on-street spaces be considered to supplement our proposed eight spaces.

We believe our business's parking needs will complement the surrounding businesses as we anticipate our heaviest use to be off-peak (before and after business) hours. During the bulk of the day, we anticipate eight parking spaces to be sufficient.

Compliance with Zoning Principles

Our goal is to make a space that conforms to the spirit of the Downtown Mixed Use Overlay goals. Section 17.46.020 states the following as the first two goals:

a) Concentrate density on parcels that front Main Street and Line Street;

b) Reduce potential vehicle miles traveled (VMT) impacts resulting from higher density development

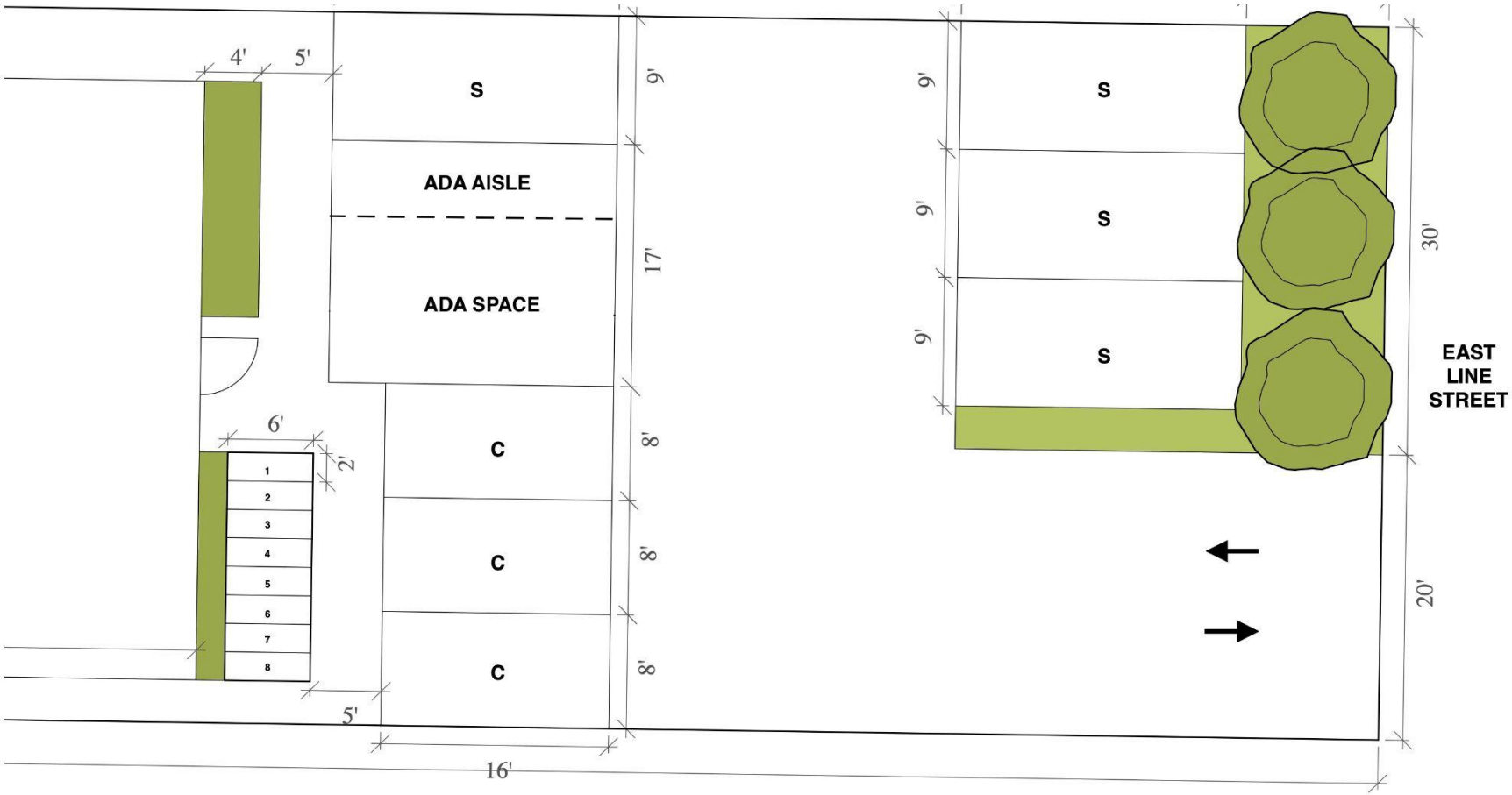
The building materials will be consistent with the Downtown Plan Guidelines.

We believe that what we are proposing will help this lot to realize this goal more fully, both by reducing the amount of pave over land, as well as creating a space which inspires walking and biking.

With these two variance requests we believe we can optimize this vacant property to fulfill a highly desirable need in the Bishop community.

Landscaping

A landscaped green screen composed of approved plant species (see page 14) will be installed along the perimeter of the parking area. The selected species will grow to a minimum height of 5 feet and will be maintained to ensure full visual coverage year-round. This planting buffer is designed to screen vehicles from pedestrian view and enhance the street-facing facade with natural elements.



In our design, the resultant parking area totals 3,580 sq ft. Our street side green space totals 360 sq ft. This yields a 10% green space to parking percentage.

Landscaping

Establishing a “visual wall” on the North edge of the property (along East Line Street) is a primary priority of our proposed landscaping.

This green wall will be planted and maintained over time as a contingent element of this variance, and in commitment towards maintaining the Specific Plan's intention for the street wall.

Multi-level visual elements (shrubs mixed with trees) will be chosen from city approved species. Species to consider include: rose of sharons, dogwood shrub, spirea, multi-trunk crate murtle, photinia shrub.

Artwork will be installed as either a wall mural, and/or ideally as complementary to the “visual wall” in the frontage green space.

Approved Street Trees and Plants

A. Approved Trees (No Power Lines)

Botanical Name	Common Name
Ginkgo biloba	Maindenhair Tree
Koelreuteria paniculata	Golden Rain Tree
Liriodendron tulipifera	Tulip Tree
Sophora Japonica	Pagoda Tree
Ulmus parvifolia	Chinese Elm
Zelkova serrata	Sawleaf Zelkova

B. Approved Trees (Anywhere)

Botanical Name	Common Name
Cercis Canadensis	Eastern Redbud
Cercis Reniformis “Oklahoma”	Oklahoma Redbud
Lagerstroemia Indica	Crape Myrtle
Pistacia Chinensis	Chinese Pistache
Robinia Ambigua “Idahoensis”	Idaho Locust

Plant List

Botanical Name	Common Name
Achillea Millefolium	Yarrow
Asclepias Speciosa	Milkweed
Bouteloua Gracilis	Blue Gamma Grass
Carex Praegracilis	Field Sedge
Encelia Actoni	Acton Encelia
Eriogonum Umbellatum	Sulphur Buckwheat
Linanthus Pungens	Prickly Phlox
Perovskia Atriplicifolia	Russian Sage
Salvia Dorrii	Great Basin Sag
Ceanothus Greggii	Desert Ceanothus
Prunus Andersonii	Desert Peach

Design Considerations

Material

CMYK: 95/62/36/17
RGB: 10/85/116
HEX#: 0a5574

CMYK: 24/73/72/11
RGB: 176/90/74
HEX#: b05a4a

"Building materials to be used on buildings in the downtown, as with all other aspects of design, should be consistent with the materials identified in the overall Specific Plan Area... A brief list of **the primary recommended building materials** for downtown storefront construction is included as follows: Glass, Shiplap or clapboard siding, New or used face brick, Cut or carved stone, Ceramic tile, Stucco, **Metal** by permit." *Downtown Bishop Specific Plan pg. 67*

See next slides for preliminary design considerations related to building exterior material choices. We are proposing a metal building with a modern, low slope roof, choosing colors from the DSP and incorporating "street-facing windows, entries, and frontage elements".

Representative colors selected from the DSP "Sunset + Sage" palette, pg. 76

Transparency

A minimum percentage of the total area of each ground floor facade which faces a street or public space **should consist of transparent window openings**. **For non-residential uses, this minimum is 40% transparency.** For residential uses, this minimum is 25% transparency. The greater portion of the windows should remain free from obstructions to provide a clear view into the interior. This will help enhance the pedestrian environment and encourage customers to visit businesses. *Downtown Bishop Specific Plan pg. 66*

See next slides for preliminary design considerations related to front facade transparency. Our ground floor transparency totals 44% transparency. **(504 sq ft front ground floor with 222 sq ft of transparency = 44%)**



View from Driveway on East Line Street

Building height = ~31 feet



EXISTING SITE

The project location showing the adjacent variety of building types and sizes on East Line Street.

168 E LINE - FROM THE NORTH








109
P

contact

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BUDMILLER.GENERALBUILDING@GMAIL.COM

PROOF OF PUBLICATION

(2015.5 C.C.P.)

This space is for County Clerk's Filing Stamp

STATE OF CALIFORNIA,
COUNTY OF INYO

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, And not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the

The Inyo Register

County of Inyo

The Inyo Register has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following date, to with:

June 19th,
In the year of 2025

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Bishop, California, on this
19th Day of June, 2025

Signature

Proof of Publication of

Public Notice

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City of Bishop Council will conduct a Public Hearing on Monday, June 30th, 2025, at 6:00 p.m. in the City Council Chambers, located at 301 West Line Street, Bishop, CA, to consider the following appeal:

Appellant: Robert Sharp

Project Location: 168 East Line Street, Bishop, CA (APN 001-182-10)

Subject of Appeal:

The appellant is challenging the Planning Commission's findings from May 28, 2025, which determined that the proposed building is consistent with the Downtown Design Guidelines and that the approval of the parking variance was appropriate.

Public Participation:

Interested parties are invited to attend the hearing and provide input. Written comments may be submitted to the Planning Department prior to the hearing and no later than 2:00 p.m. on June 30th, 2025. Provide your full name when submitting written comments.

Please note, 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 prior to, the public hearing.

For further details or to obtain a copy of the staff report (available on June 26, 2025), please contact the Planning Department at (760) 873-5863 ext. 136 or email planningdepartment@cityofbishop.ca.gov.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in this meeting, please contact the City at (760) 873-5863 ext. 121 at least 48 hours prior to the meeting to ensure reasonable arrangements can be made. (IR 06.19, 2025 #22281)

CHAPTER 17.46. - MUO-DT MIXED USE DOWNTOWN OVERLAY ZONE

17.46.010. - Purpose.

The mixed-use overlay downtown overlay zone (MUO-DT) provides regulations for development, redevelopment, infill, new land uses and building form within the MUO-DT boundary. This section also describes how these regulations will be used during the city's development review process.

A. *Mixed-use characteristics.* To provide for a balance of commercial, office, residential and civic uses as prescribed in sections 17.46.020 permitted uses and 17.46.030 conditional uses, new developments are encouraged to include a mix of two or more distinct types of permitted uses.

B. *Ground floor uses.* The incorporation of commercial uses is encouraged at the street level to promote an active pedestrian environment and to support adjacent uses. This configuration of uses is specifically encouraged along Main Street and Line Street.

(Ord. No. 584, § 1, 1-9-2023)

17.46.020. - Mixed use overlay goals.

The MUO was created with the following goals for future development:

A. Concentrate density on parcels that front Main Street and Line Street;

B. Reduce potential vehicle miles traveled (VMT) impacts resulting from higher density development;

C. Protect natural viewsheds through responsive standards that allow for a variety of building forms;

D. Provide regulations that step down intensity of downtown to the surrounding residential neighborhood.

(Ord. No. 584, § 1, 1-9-2023)

17.46.030. - Applicability.

The development standards and guidelines shall apply to all new development, infill, development, signs, exterior modifications and major renovation projects occurring within the MUO-DT, except as provided in exemptions. If a conflict should arise between the MUO-DT and other sections of the Municipal Code (as applied to a particular development), the requirements set forth in the MUO-DT shall prevail.

(Ord. No. 584, § 1, 1-9-2023)

17.46.040. - Exemptions.

Exemptions to the regulations contained in this chapter may apply as follows:

A. Projects involving only work, maintenance, or repairs to the interior of a building or structure and that do not affect exterior appearances are exempt from this chapter.

B. Projects involving only ordinary maintenance or the replacement of similar or identical materials of an existing building or structure are exempt from this chapter.

(Ord. No. 584, § 1, 1-9-2023)

17.46.050. - Development review process.

A. Plans for projects within the MUO-DT zoning district shall be reviewed upon an application for building permits.

B. A major project review is required pursuant to chapter 17.04, general provisions prior to submitting for a building permit for project with building area greater than 15,000 square feet.

(Ord. No. 584, § 1, 1-9-2023)

17.46.060. - Permitted uses.

The following uses shall be permitted in the MUO-DT district and no building or structure shall be used or designed, erected, structurally altered, or enlarged except for the following purposes:

A. *Residential uses:*

1. Accessory dwelling unit.

2. Dwelling unit located above the ground floor.
3. Dwelling unit located at ground floor.
4. Live-work space.
5. Single-family dwelling.
6. Townhouse or rowhouse.
7. Two-family dwelling.
8. Apartments and multifamily dwellings.

B. *Civic and semi-public spaces.*

1. Day care centers.
2. Emergency shelter.
3. Libraries, museums, community centers.
4. Small assembly uses (occupancy less than 500 people).

C. *Commercial uses.*

1. Art and craft galleries and studios.
2. Farmers' markets.
3. Food and beverage sales.
4. Hotels and motels.
5. Mixed-use developments and multi-use developments.
6. Professional business and general offices such as banks, offices, clinics, medical, dental and doctor's offices, government and public utility office buildings, post offices, opticians' offices and similar uses.
7. Restaurants including open air sidewalk cafes.
8. Retail sales and service establishments, multi-tenant shopping centers, and personal service establishments.
9. Services such as beauty shops, barbershops, and dry-cleaning establishments.
10. Theaters, indoor entertainment facilities, fitness centers, health clubs.

(Ord. No. 584, § 1, 1-9-2023)

17.46.070. - Conditional uses.

The following are conditional uses in the MUO-DT district, and shall be permitted only if approved by the planning commission:

A. *Residential uses:*

1. Assisted living facility.

B. *Civic and semi-public spaces.*

1. Colleges and universities, commercial schools and professional training facilities.
2. Hospitals, clinics, nursing homes.
3. Schools, public and private.
4. Transit stations and related parking facilities.

C. *Commercial uses.*

1. Business with drive-through windows.
2. Large assembly uses (occupancy greater than 500 people).
3. Structured parking facilities when part of a mixed-use development.
4. Taverns, lodges or private clubs.

D. *Automobile development.*

1. Automobile sales and service.
2. Automotive services stations, including convenience stores with fuel sales.
3. Drive-through facilities in conjunction with a permitted use.
4. Outdoor sales and storage in conjunction with a permitted use.

(Ord. No. 584, § 1, 1-9-2023)

17.46.080. - Uses expressly prohibited.

Uses expressly prohibited are as follows:

1. Industrial uses;
2. Warehousing and storage;
3. Junkyards.

(Ord. No. 584, § 1, 1-9-2023)

17.46.090. - Mixed-use characteristics.

To provide for a balance of commercial, office, residential and civic uses as prescribed in the land use regulations, new developments are encouraged to include a mix of two or more distinct types of permitted uses.

(Ord. No. 584, § 1, 1-9-2023)

17.46.100. - Ground floor uses.

The incorporation of commercial uses is encouraged at the street level to promote an active pedestrian environment and to support adjacent uses. This configuration of uses is specifically encouraged along Main Street and Line Street.

(Ord. No. 584, § 1, 1-9-2023)

17.46.110. - Property development standards.

The following property development standards shall apply:

A. Each lot shall have a minimum area of 1,500 square feet, a minimum width of 30 feet fronting on a dedicated street, and a minimum depth of 100 feet.

(Ord. No. 584, § 1, 1-9-2023)

17.46.120. - Building placement.

The following property development standards shall apply:

A. Buildings shall be located on the site as indicated below. Setbacks shall apply to all floors to promote a consistent street wall (for example, if the ground floor is set back zero feet from the primary property line, upper floors shall be set back a minimum of zero feet from the primary property line).
    1. Setbacks must adhere to the setback regulations specified by the underlying zone.

(Ord. No. 584, § 1, 1-9-2023; Ord. No. 589, § 2, 5-1-2024)

17.46.130. - Height of buildings.

All buildings in the mixed use overlay shall comply with the following height restrictions:

A. Minimum ground story floor to floor height of 12 feet for ground floor commercial uses.
B. Top of building shall be no taller than 46 feet.
C. Ornate facade features can go a maximum three feet above the maximum height of the building.

(Ord. No. 584, § 1, 1-9-2023)

17.46.140. - Density.

Residential density shall comply with the standards below for all new development projects submitting applications after the effective date of this chapter:

A. Minimum residential density of 20 units per acre.
B. Maximum residential density of 50 units per acre.

(Ord. No. 584, § 1, 1-9-2023)

17.46.150. - Parking.

On-site parking shall be provided in compliance with the applicable parking standards contained in the Bishop Municipal Code, except as modified by the following or except for residential projects subject to state statutes which conflict with and preempt the parking requirements set forth in this section:

A. *Residential parking requirements:*
   1. One bedroom or studio unit = one space/dwelling unit
   2. Two bedroom unit = 1.25 spaces/dwelling unit
   3. Three or more bedroom unit = 1.5 spaces/dwelling unit

B. *Non-residential parking requirements:*
   1. A building greater than 15,000 square feet will require two spaces per 1,000 square feet.
   2. A building less than 15,000 square feet will require 1.5 spaces per 1,000 square feet.
   3. No additional parking is required for change of use in an existing building, even where the existing parking may be nonconforming. Additional parking must be provided in accordance with these standards for any building addition area that adds new habitable or leasable floor area. Amount of additional parking to be provided shall be calculated based upon new square footage only.

C. *On-site parking standards.* On-site parking shall not be located between the building and the primary street setback. Parking must be behind the building when viewed from the primary street.

D. *Parking dimensions.* On-site parking shall be provided in compliance with the applicable parking standards contained in the Bishop Municipal Code, except as modified by the following.
   1. *Standard spaces.* Each off-street parking space shall have dimensions not less than nine feet in width and 20 feet in length and shall be accessible with a minimum of 24 feet of unobstructed space provided for the maneuvering of vehicles.
   2. *Compact spaces.* Up to 25 percent of all required parking spaces may be designated for compact vehicles, with dimensions not less than eight feet wide and 16 feet in length.

E. *Minimum landscaping requirements.* In order to improve the aesthetics of on-site parking, landscaping within the parking area is required. Landscaping provides ecosystem services such as groundwater capture and recharge. It can decrease the likelihood of flooding, improve air quality, and reduce the heat island effect that occurs when impermeable, dark surfaces like parking lots retain heat. Not less than ten percent of the interior of a parking lot must contain appropriate landscaping. Such landscaping shall be continuously maintained by the property owner. Landscaping plans will be reviewed and approved by the planning department for projects which are allowed uses, and by the planning commission for projects requiring a conditional use permit.

F. *Bicycle parking regulations.*
   1. For all residential buildings containing more than three dwelling units, long- and short-term bicycle parking shall be provided.
   2. Long-term bicycle parking shall be provided at a rate of one per three dwelling units.
   3. Short-term bicycle parking shall be provided at a rate of one per five dwelling units. If there are less than ten units a minimum of two short-term bicycle parking spaces shall be provided.
   4. Provide at least one secure, enclosed bicycle storage space per new retail worker for ten percent of retail worker planned occupancy.
   5. Provide visitor or customer bicycle racks (or equivalent) on-site, with at least one bicycle space per 5,000 square feet of retail space, but no fewer than one bicycle space per business or four bicycle spaces per project site, whichever is greater.

G. *Exempted area parking in-lieu fee.* Notwithstanding the foregoing provisions of this chapter, the same shall not apply to the area described by section 17.76.080 exempted areas. In lieu of providing the required parking at the time of erection of any main building, or when an existing building is altered, or enlarged by the addition of dwelling units or guestrooms, or where a commercial use is intensified by the addition of floor space, seating capacity or seats for at least that portion of the facilities that are added, the property owner or developer shall provide a parking in-lieu payment to the city as established by resolution of the city council.

(Ord. No. 584, § 1, 1-9-2023)

17.46.160. - Signs.

Exterior signs in the MUO-DT district shall meet the requirements of the city sign ordinance as described in section 17.85 of the Bishop Municipal Code and require a permit to be issued by the building inspector before commencing work.

(Ord. No. 584, § 1, 1-9-2023)

Building Design & Character Guidelines

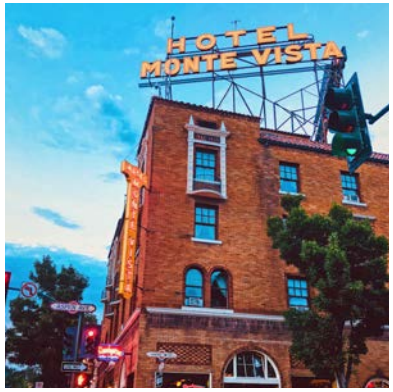
Primary building design shall take consideration of the physical context of the street and adjacent buildings as well as to their historical and cultural context. They should be compatible with existing or historical design patterns representative in the distinctly eclectic condition of Downtown Bishop.

NON-STOREFRONT BUILDINGS

Building facades should utilize the following material, color, and architectural style strategies:

Materials

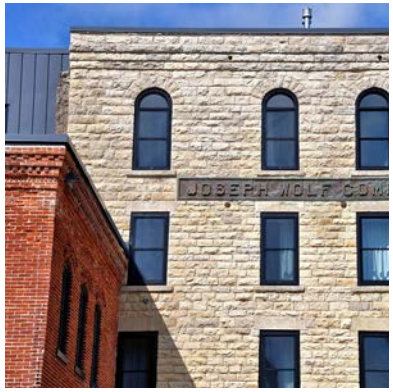
Primary building materials must consider the regional, local and historical context, the natural environment, and the local culture when selecting exterior materials and components. The following list provides a recommendation of building materials for Specific Plan construction. Other materials may be used, such as metal, but must first obtain approval through a city permit. Some materials, like cinderblock are discouraged.



New or used face brick



Stucco



Cut or carved stone



Metal (Permit Only)



Shiplap or clapboard siding

Transparency

A minimum percentage of the total area of each ground floor facade which faces a street or public space should consist of transparent window openings. For non-residential uses, this minimum is 40% transparency. For residential uses, this minimum is 25% transparency. The greater portion of the windows should remain free from obstructions to provide a clear view into the interior. This will help enhance the pedestrian environment and encourage customers to visit businesses.





Top *Non-residential: 40% minimum*
Bottom *Residential: 25% minimum*

Building Orientation

New buildings should be oriented to define adjacent public streets with street-facing windows, entries, and frontage elements. Buildings should also provide rear entrances and street access along the alley when present.



Building entrance designed and oriented to primary adjacent street

STOREFRONT BUILDINGS

There are a variety of design elements that contribute to a storefront building and in turn provide an enhanced experience for pedestrians. Building facades should utilize the following material, color, and architectural style strategies:

Materials

Building materials to be used on buildings in the downtown, as with all other aspects of design, should be consistent with the materials identified in the overall Specific Plan Area. Where new additions to buildings occur, the materials used should be compatible with existing buildings and desired architectural styles. A brief list of the primary recommended building materials for downtown storefront construction is included as follows:

- Glass
- Shiplap or clapboard siding
- New or used face brick
- Cut or carved stone
- Ceramic tile
- Stucco
- Metal by permit



Ceramic tile use in Marfa, TX



Ground floor transparency that has good visibility for passersby in Bisbee, AZ

Transparency

There should be a difference between upper story openings such as windows and doors and street level (storefront) openings. There should be a greater transparent or glazed open area at the storefront level to support pedestrian activity. Any obstructions in the window should still allow for a clear view into the building.

Whenever a building is proposed that has two adjacent neighboring structures, attempt to maintain the characteristic proportion and spacing of window and door openings. For non-residential uses, storefront window should be a minimum 40% transparent.

Building Orientation

The front of the building wall should be oriented parallel to the street. Buildings located at corners should have a pedestrian plaza, outdoor seating, or other architectural feature setback from the intersection. The minimum corner setback should be 10 feet from the property line.

Major pedestrian access for all buildings should be oriented to the primary street upon which it is located, secondary rear pedestrian entries are encouraged as well. Providing rear pedestrian entrances via alleys and parking lots is encouraged, especially if it fronts a prominent active alley (i.e. Whitney Alley). Alleys in Bishop are an asset which allow pedestrians to access buildings while avoiding busy Main Street and Line Street.

Improvements to rear facades should encourage pedestrians to use them, and should include signs, landscaping, awnings and pedestrian walkways (See Rear Entrances section on **page 74** for reference).

Storefronts should be designed to orient to the primary major street frontage. While alley, side, or rear entries may be desirable, the predominant, major building entry should be oriented toward Main Street, Line Street and other major streets as determined by the city.

Building Form, Mass, And Scale

The building form, mass, and scale are important in maintaining the quality of the built environment and in protecting the scenic views of the natural environment of Bishop. New construction should be compatible with surrounding buildings in terms of mass, scale, and height.

- New multi-story buildings and remodels may be taller than adjacent structures (as permitted within the MUO Mixed-use Overlay).
- Although building heights will vary, generally, taller buildings are encouraged in the Mixed-use Overlay Downtown District to create a stronger presence on the street and to frame the scenic views.
- Keep the scale of building elements, especially at the ground level, intimate and close to human scale.
- Reduce building mass on structures with multiple stories by "stepping back" upper stories, which can provide for balconies and outdoor dining spaces (see Outdoor Dining section).
- Consider the relationship of height-to-width proportions of existing facades.
- Roofs should be flat; however, decorative pediments may be sloped and extend above the roofline.
    - Roof lines of adjacent buildings shall be considered to avoid clashes in scale, style, and materials.
    - Mansard roofs and "radical" roof pitches that are overly prominent or out-of-character are not permitted.

Windows

The windows of storefronts should vary in size and shape, depending on the type of business, as well as the architectural style of the building. Specific design criteria related to window treatments include the following:

- Use clear glass on the first floor.
- Storefront windows should be as large as possible, but no closer than 6 inches to the ground. Maximum bulkhead heights for new construction should be 30 inches. Bulkheads should be finished with a material complementary to the building's design and surroundings, and not exposed concrete. By limiting the bulkhead height, the visibility of the storefront display and retail interior is maximized.



Window frame material different from building material in Silver City, NM

Entrances

Storefront entries can consist of any projecting elements, and any landscape, hardscape, walls and fences between the building facade and the back of the sidewalk. This provides a transition between the public environment of the street and the semi-private and private entrances of the building. Small forecourts, recesses, and nooks are encouraged around entries in new and remodeled construction. The dimensions of these should be proportional to the overall facade with a maximum depth of 10 feet.

To ensure proper access all entrances must be a minimum of 4 feet apart.



Recessed building entrance in Bishop, CA

Awnings

Awnings play a significant role in encouraging pedestrian traffic throughout the year. Awnings protect a pedestrian on the sidewalk from extremes of sun and weather, and also contribute accent color, pattern, and signage to the streetscape and should be considered along Main Street and Line Street. The following guidelines should be consulted when constructing or rehabilitating structures located within Downtown Bishop:

- Minimum height of awnings and canopies shall be 8 feet as measured from the bottom of the awning to the sidewalk and shall not extend outwardly more than 6 feet from the face of the structure.
- Awnings shall be weather-treated canvas over steel frames. New aluminum awnings or canopies are not permitted.
- Awnings shall have frames of noncombustible material with flame resistant fabrics.
- The highest point of a first-floor awning shall not exceed the midpoint of space created between the second story window sill (or parapet for a single story building) and the top of the first floor storefront.
- Roll up security screens must be located behind storefront window.
- Awnings shall be well maintained, washed regularly, and replaced when faded or torn.





Top *Awnings variations along Main Ave in Durango, CO*
Bottom *Awning in Flagstaff, AZ*

Canopies

A canopy is usually permanently affixed to the building, flat, and made out of solid materials versus canvas or vinyl. The design criteria for canopies pertains to awnings as well. Refer to the awnings section for design criteria, for all other canopy criteria they are as follows:

- Canopies shall reflect the character of the building, particularly in material and color selection.
- Canopies are permitted to shelter openings at the bottom floor only.



Canopies in Bridgeport, CA

Lighting

Exterior lights that are part of a building facade shall provide adequate lighting levels and be designed to satisfy functional needs and complement the architectural style of the building.

Storefronts with a deep recessed entrance shall install a light into the ceiling of this area to illuminate building entrances.

Rear security lighting shall be provided with a minimum 1.5 foot candles per square foot. The level of lighting shall be measured at ground level and should not adversely impact neighboring residences.

Lighting should follow the Joint International Dark-Sky Association & Illuminating Engineering Society, Model Outdoor Lighting Ordinance (MLO) which the city intends to adopt in 2022.

For further lighting guidance see **Figure 13,** Public Realm Design Matrix.

Rear Entrances

Due to the block configurations and active alley use within Downtown Bishop, providing rear entrance access is critical. The rear entrance should respond to the same requirements as the storefront, typically at a reduced scale. These requirements include identification signage and a safe and inviting entry. In addition, it must also meet the functional service needs of the business.

The design of a rear entrance should be appropriate to its surroundings. Rear entrance design should be inviting and incorporate architectural elements, details, and design from the front facade. The design of the entrance can be modestly scaled or enhanced utilizing all of the elements from the Storefront Building Section. Specific design criteria related to rear entrances includes the following:

- Signs should be scaled to fit the visual character of the rear entrance area.
- The rear entry should be similar to the front entry.
- All utility and mechanical equipment should be screened from view and integrated into the building's architecture.
- Delineated pedestrian walkways are encouraged.
- Setbacks should accommodate outdoor dining and small plazas while still supporting the functional needs of the business.



Rear entrance and outdoor seating for business in Bishop, CA

Facade & Materials Color

The number of materials, colors, and combinations is unlimited, and the appropriateness of any given material, color, or combination for a particular building depends on a number of factors including architectural style and details, building material, building size, and building context. A visually balanced composition of materials and color is encouraged.

- Consider exterior colors that complement the architectural style or theme of a building.
- Vary color to provide architectural interest; at least one accent color is required, do not exceed what is required for contrast and accent of architectural features.
- Colors should be durable and weather-resistant; stain and flat paints are encouraged.
- Natural materials outside of the color palettes are permitted but should be comparable in color.
- Where appropriate, building colors should reflect the basic colors of the architectural style of the building; color palettes based on historical research are encouraged.
- The following pages showcase 3 color palettes reflective of Bishop's natural and built environment.

Sunset + Sage

Inspired by the muted reds, oranges, pinks, and blue-greens of existing buildings and the surrounding hills and mountains.



CMYK: 95/67/54/51
RGB: 2/51/64
HEX#: 023340



CMYK: 95/62/36/17
RGB: 10/85/116
HEX#: 0a5574



CMYK: 75/46/52/21
RGB: 68/102/103
HEX#: 446667



CMYK: 53/24/28/0
RGB: 127/166/174
HEX#: 7fa6ae



CMYK: 35/18/13/0
RGB: 166/187/203
HEX#: a6bbcb



CMYK: 32/89/93/42
RGB: 117/39/26
HEX#: 75271a



CMYK: 24/73/72/11
RGB: 176/90/74
HEX#: b05a4a

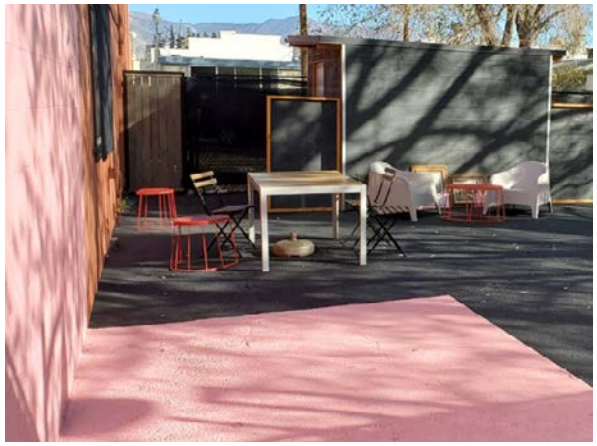


CMYK: 0/44/28/0
RGB: 247/163/158
HEX#: f7a39e

CMYK: 0/26/26/0
RGB: 251/198/177
HEX#: fbc6b1

CMYK: 0/10/16/0
RGB: 254/230/210
HEX#: fee6d2








Sand + Stone

A muted palette in a balance of warm and cool earth tones, designed to harmonize with the landscape and the existing architectural vernacular.

CMYK: 95/67/54/51
RGB: 2/51/64
HEX#: 023340

CMYK: 95/62/36/17
RGB: 10/85/116
HEX#: 0a5574

CMYK: 44/26/17/0
RGB: 147/169/189
HEX#: 93a9bd

CMYK: 16/7/4/0
RGB: 211/222/232
HEX#: d3dee8

CMYK: 14/10/7/0
RGB: 216/218/224
HEX#: d8dae0

CMYK: 51/63/63/39
RGB: 96/73/67
HEX#: 604943

CMYK: 50/48/47/11
RGB: 128/118/116
HEX#: 807674

CMYK: 16/37/63/0
RGB: 214/164/111
HEX#: d6a46f

CMYK: 9/12/45/0
RGB: 233/214/155
HEX#: e9d69b

CMYK: 6/7/7/0
RGB: 236/231/228
HEX#: ece7e4


ALPINE PAINT
130






WINNEDUMAH LODGE No 287


FORNIA


BISHOP GLAS







Warm + Bright

A bolder palette that encompasses a wider selection of saturated colors, inspired by local art and architecture, and the striking colors of that the desert can take on and reflect.

CMYK: 95/67/54/51
RGB: 2/51/64
HEX#: 023340

CMYK: 88/49/72/54
RGB: 10/63/52
HEX#: 0a3f34

CMYK: 75/46/52/22
RGB: 68/102/103
HEX#: 446667

CMYK: 39/20/84/1
RGB: 165/174/83
HEX#: a5ae53

CMYK: 35/18/13/0
RGB: 166/187/203
HEX#: a6bbcb

CMYK: 51/73/65/60
RGB: 72/43/43
HEX#: 482b2b

CMYK: 32/89/93/42
RGB: 117/39/26
HEX#: 75271a

CMYK: 23/95/99/16
RGB: 168/44/35
HEX#: a82c23

CMYK: 21/76/86/10
RGB: 183/86/55
HEX#: b75637

CMYK: 11/38/100/0
RGB: 226/163/37
HEX#: e2a325


EASTERN SIERRA
ART
BISHOP ARTS DISTRICT
PARTICIPATING MERCHANT








Bank


MAC'S
SPORTING
GOODS


BISHOP
TERMINATOR
ADDAMS




MM
MERCADO MEXICO
MEXICAN MARKET—KITCHEN
mercado
TACOS

Architectural Style Guidelines

The Architectural Design Guidelines in this section are intended to guide property owners and developers in the design of buildings that reflect Bishop's history, culture, and community preferences. These guidelines are not designed to be prescriptive standards but examples of characteristics of architectural styles of buildings found in Bishop, the Sierra Nevada Mountain Region, and similar western towns. The following Architectural Design Guidelines are appropriate anywhere within the Specific Plan Area and apply to all parcels.

As there are a variety of architectural styles it is important to consider the rooflines for all buildings and styles. In general, rooflines should be:

- Consistent with their surroundings, adjacent buildings shall be considered to avoid clashes in scale, style, and materials.
- Flat, gable, or hipped.
- Decorative cornices are allowed but tall or ornate roofs are out of character within the SPA.
- Decorative parapets to hide rooftop mechanical equipment encouraged.
- A building may not exceed the area's maximum building height but decorative pediments may extend beyond the max roofline height.

VICTORIAN (1880s-1910s)

Victorian Style reflects the change of construction advances in the mid 1800's highlighted in extravagant detailing and complex volumes. Victorian-era architecture typically features multi-colored or multi-textured walls, steeply pitched roofs, and asymmetrical facades. Key characteristics of this style usually include:

- Gable or hipped roof
- Porch
- Brick or wood walls
- Window and door articulation with material changes



Victorian single family home in Bishop, CA

AMERICAN CRAFTSMAN (1890s-1930s)

Craftsman Style buildings are defined by large gabled roofs, attic spaces with dormer windows, and street-friendly porches. The massing is low. Windows and doors are vertical in proportion and are trimmed in wood. Roofs are shallow in slope with overhangs rafters. Porch and balcony roofs are typically supported by timber piers. Key characteristics of this style usually include:

- Roofs with gables facing street, large overhangs, hipped roofs
- Brick, stone, stucco, or shingle
- Side porches and upper level balconies
- Building base and porch column and railings are detailed in wood, stone, or brick



American Craftsman single family home in Bishop, CA

FLAT ROOF COMMERCIAL (1830s-1930s)

Flat Roof Commercial Style buildings are decorated rectangular masonry boxes in form, one-story buildings are always commercial in use, while multi-story buildings are mixed-use with commercial ground floors. Multi-story facades are typically divided into base, body and top with the ground floor taller than the upper floor. Key characteristics of this style usually include:

- Brick, stone or metal street facades
- Flat roof with parapet
- Glass storefronts that extend along the ground level
- Recessed entries
- Bay windows



Flat Roof Commercial buildings along Main Street in Bishop, CA

ART MODERNE 'STREAMLINE MODERNE' (1930s-1960s)

Streamline Moderne is an architectural style which represents the last phase of Art Deco. Buildings of the Art Moderne style were designed to emphasize simple geometry, incorporating curving forms, long horizontal lines and occasional nautical elements. Art Moderne buildings were typically designed in low, horizontal shapes. Key characteristics of this style usually include:

- Low, horizontal and asymmetrical
- Flat roofs with no eaves
- Rounded corners
- Smooth, white walls
- Wraparound, porthole and glass block windows
- Stainless steel detailing





Top *Art Moderne building along Main Street in Bishop, CA*
Bottom *Art Moderne building in Bishop, CA*