CITY OF BISHOP

CITY COUNCIL MEETING

City Council Chambers - 301 West Line Street - Bishop, California
MONDAY, OCTOBER 23, 2023 - 5:00 PM

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

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

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

Public comments may be made:

1. **In person: Members of the public desiring to speak on a matter appearing on the agenda should ask the Mayor for the opportunity to be heard when the item comes up for Council consideration (or complete a speaker card prior to the meeting). Comments for all agenda items are limited to a speaking time of three minutes unless modified by the Mayor.**
2. **In writing: Please email publiccomment@cityofbishop.com and write "Public Comment" in the subject line. In the body of the email, include the item number and/or title of the item as well as your comments. All comments must be received by 2:00 p.m. on the day of the meeting to be included as an attachment under the Agenda's Item Number as "Public Comment" and provided to the City Council prior to the meeting. You may also hand deliver public comments to the City drop/payment box located at the Church Street entrance to City Hall on or before the deadline noted above. Written public comments received after the deadline will be provided to the Council at the earliest possibility. Please note written public comments received will not be read aloud at the meeting.**

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

1. CALL TO ORDER - 5:00 P.M. Monday, October 23, 2023

2. **ROLL CALL**

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

4. **CLOSED SESSION**

   A. **Public Employee Performance Evaluation pursuant to Government Code § 54957 – Title: Police Chief**

5. **OPEN SESSION - 6:00 P.M. Monday, October 23, 2023**

6. **MOMENT OF SILENCE**

7. **PLEDGE OF ALLEGIANCE** - To recognize our veterans and U.S. military service men and women - The VFW 8988 will lead the pledge of allegiance.

8. **ROLL CALL**

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

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

11. **PROCLAMATIONS**

   A. **Proclamation - Declaring October 2023 as Domestic Violence Awareness Month in Bishop – Requested by Wild Iris Executive Director Vanessa Hays.**
   Proclamation Wild Iris DVAM 2023 10 23

12. **PRESENTATIONS**

   A. **Introduction of California Highway Patrol Captain Chris Hamilton - California Highway Patrol Public Information Officer Torey Michener will introduce California Highway Patrol Captain Chris Hamilton.**

   B. **Northern Inyo Hospital Quarterly Update Report – Prepared and presented by Northern Inyo Hospital Chief Financial Officer and Interim Chief Executive Officer Stephen DelRossi.**

Bishop City Council Update from NIHD 2023 10 23

C. **Inyo Mono Advocates for Community Action (IMACA) Update Report - Prepared and presented by IMACA Executive Director Kelly Barceloux.**
Bishop City Council Update from IMACA 2023 10 23

13. DEPARTMENT REPORTS

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

A. **Fire Department**
Fire September 2023

B. **Police Department**
Police September 2023

C. **Public Works Department**
Public Works September 2023

D. **Community Services Department**
Community Services September 2023

E. **Planning Department**
Planning Department September 2023

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.

14. CONSENT CALENDAR FOR APPROVAL/FILING

A. **City Council Meeting Minutes**
DRAFT MINUTES 2023 08 07 Special Meeting
DRAFT MINUTES 2023 08 14
DRAFT MINUTES 2023 08 28

B. **Budget Report for August 2023 and September 2023**
Budget Report for August 2023
Budget Report for September 2023

C. **Financial Reports for August 2023 and September 2023**
Bank Reconciliation Report for August 2023
Combined Cash Report for August 2023
Investment Portfolio for August 2023
Warrant Register Report for August 2023
Bank Reconciliation Report for September 2023
Combined Cash Report for September 2023
Investment Portfolio for September 2023
Warrant Register Report for September 2023

D. **Budget Adjustment Request, Planning, OPEB/Post Employment Benefits**
Recommended Action: Council consideration to decrease expense account 001-034-51007 (Planning, Health Insurance) by $13,271.27 and reallocate the $13,271.27 to expense account 001-034-51046 (Planning, OPEB/Post Emp.

Benefits).

E. **Budget Adjustment Request, Finance Department, PERS Employee/Employer**
Recommended Action: Council consideration to increase the budget figure for expense account 001-012-51027 by $9,414.47.

F. **Budget Adjustment Request, Fire Department, Personnel Expense Accounts**
Recommended Action: Council consideration to approve a decrease in expense account 001-021-51001 (Fire, Salaries-Full Time) by $2,000 and reallocate this approved spending to expense accounts 001-021-51004 (Fire, Overtime Wages) and 001-021-52006 (Fire, Recruitment), each in the amount of $1,000.

G. **Budget Adjustment Request, Building, Special Dept. Supplies**
Recommended Action: Increase budget line item 001-022-52015, Professional and Technical Services, by $25,000 for FY 2023-2024.

H. **City of Bishop Police Department Strategic Plan 2023-2028**
Recommended Action: Approve and adopt as an article to the City of Bishop overall 5-year strategic plan.
Police Department Strategic Plan 2023-2028

I. **Replacement of Aging Armored Vehicle**
Recommended Action: Approve the replacement of an aging vehicle with a newer donated vehicle from a larger City.

J. **Racial and Identity Profiling Mandate Reimbursement**
Recommended Action: Approve the contract with consultant, Nichols Consulting, to file reimbursement claims with the State of California for state-imposed mandates from the execution of this contract through June 30, 2024, in an amount not to exceed $2,500.00.
Professional Service Agreement with Nichols Consulting

K. **Johnston Drive Drainage Design Task Order**
Recommended Action: Council consideration to approve the Public Works Director to execute the Johnston Drive Drainage Design Task Order under the provisions of the As Needed, On-Call Civil Engineering Service Agreement between the City of Bishop and Eastern Sierra Engineering that was executed on July 1, 2023 with a not-to-exceed amount of $87,661.
Johnston Drive Drainage Design Task Order

L. **West Line Street Water Main Replacement Design Task Order**
Recommended Action: Council consideration to approve the Public Works Director to execute the West Line Street Water Main Replacement Design Task Order under the provisions of the As Needed, On-Call Civil Engineering Service Agreement between the City of Bishop and Wood Rodgers that was executed on July 1, 2023 with a not-to-exceed amount of $116,100.
West Line Water Main Replacement Design Task Order

M. **Downtown Bishop Parkways Project (Whitney Alley) Design Task Order**
Recommended Action: Council consideration to approve the Public Works Director to execute the Downtown Bishop Parkways Project (Whitney Alley) Design Task

Order under the provisions of the As Needed, On-Call Civil Engineering Service Agreement between the City of Bishop and Stantec Engineering Inc. that was executed on July 1, 2023 with a not-to-exceed amount of $127,395.

Downtown Bishop Parkways Project (Whitney Alley) Design Task Order 1

N. **A Resolution Approving The Eastern Sierra Comprehensive Economic Development Strategy for Alpine, Inyo, And Mono Counties, The Town Of Mammoth Lakes, and The City Of Bishop**

Recommended Action: Council consideration to approve the proposed resolution relating to the Eastern Sierra Comprehensive Economic Development Strategy (by title only).

A Resolution Approving The Eastern Sierra Comprehensive Economic Development Strategy

Exhibit A_Eastern Sierra Comprehensive Economic Development Strategy

O. **Granicus Agreement – One-Year Extension 11/12/2023-11/11/2024**

Recommended Action: Council consideration to approve the proposed Granicus Subscription Renewal from November 12, 2023 to November 11, 2024 with an annual cost of $14,784.75.

Granicus Agreement 2018-2021

Granicus Proposed Agreement 2023/11/12 to 2024/11/11

P. **A Resolution Relating to Adopting a Records Retention Schedule and Authorizing Destruction of Certain City Records**

Recommended Action: Council consideration to approve the proposed resolution (by title only).

No. 2023-__ Adopting a Records Retention Schedule Autorizing Destruction of Certain City Records 2023 10 23

EXHIBIT A of Resolution 2023-__ Adopting a Records Retention Schedule 2023 10 23

Q. **Ratify a Letter of Support for the Laws Railroad Museum's Hometown Grant Application dated 9/25/2023**

To Laws Museum_Hometown Grants Letter of Support 2023 09 25

15. CONSENT CALENDAR FOR INFORMATION/FILING

A. **FY 2022-2023 Grants in Support Final Reports**

Bishop Museum and Historical Society

C5 Studios

Eastside Student Center

Inyo Council for the Arts

United Methodist Social Services

B. **Public Works Building Permit Reports**

Building Permit Issued Report August 2023

Building Permit Issued Report September 2023

C. **Planning Commission Meeting Agendas**

Planning Commission Meeting Cancellation Notice for September 26, 2023

Planning Commission Meeting Cancellation Notice for October 24, 2023

D. **Alcoholic Beverage License Application for 871 N. Main Street, Bishop,**

California 93514 (Owner: SHOT'S ROADHOUSE INC.)
ABC Application - 871 N. Main St received 2023 09 08

16. NEW BUSINESS

A. **First Reading and Introduction of an Ordinance Approving One-Way Access For Delivery Vehicles Only In The Alley**
Recommended Action: Approve the first reading and introduction of an ordinance Approving One-Way Access For Delivery Vehicles Only In The Alley (by title only).
Attachment A_An Ordinance_One-Way Access for Delivery Vehicles Only in the Alley
Attachment B_Site Map

B. **Set Fiscal Year 2023-2024 Grants in Support Ad Hoc Committee**
Recommended Action: Council consideration to appoint two (2) Council Members to serve on the Fiscal Year 2023-2024 Grants in Support Ad Hoc Committee with the City Administrator to review all Grants in Support applications received by October 31, 2023 and to make recommendations to the Council at a future meeting.
Fiscal Year 2023-2024 Grants in Support Application

C. **California Natural Resources (CNRA) Urban Greening Grant Agreement and Memorandum of Understanding (MOU) between the City of Bishop and Friends of the Eastern Sierra Community Gardens**
Recommended Action:
1. Authorize the City Administrator to sign the Agreement with California Natural Resources for the Urban Greening Grant;
2. Approve the Memorandum of Understanding between the City of Bishop and the Friends of the Eastern Sierra Community Gardens for the administration of the California Urban Greening Grant; and
3. Approve the increased General Fund revenue and Parks and Recreation expenditures within the FY 2023-2024 budget, both in the amount of $138,920.80.

CNRA Urban Greening Grant Agreement
MOU between the City of Bishop and Friends of the Eastern Sierra Community Gardens

D. **Cost Share Agreement for Emergency Medical Services**
Recommended Action: Council to approve the Cost Share Agreement for Emergency Medical Services with Inyo County and the Bishop Paiute Tribe in the not-to-exceed amount of $102,151.
EMS Cost Share Agreement
GMR-Inyo County EMS INTERIM Contract

17. FUTURE AGENDA ITEMS

18. COUNCIL AND COMMITTEE REPORTS

19. ADJOURNMENT
Monday, November 13, 2023 at 6:00 p.m. Regular Meeting in the City Council Chambers.

A PROCLAMATION BY THE BISHOP CITY COUNCIL

DOMESTIC VIOLENCE AWARENESS MONTH
OCTOBER 2023

WHEREAS, although progress has been made toward breaking the cycle of violence and providing support to victims and their families, much work remains to be done; and

WHEREAS, domestic violence programs in California provide essential, lifesaving services for victims and their children fleeing violence; and

WHEREAS, advocates and organizations work on behalf of victims every day. Domestic violence shelters and services, law enforcement officials, health care providers, court systems and legal aid providers, tribal organizations, and others are all an integral part of the effort to end domestic violence and must be recognized and applauded for their work; and

WHEREAS, victims of domestic violence embody incredible strength and resilience; and

WHEREAS, there is a need to increase the public awareness and understanding of domestic violence and the needs of victims; and

WHEREAS, domestic violence affects women, men, and children of all racial, ethnic, cultural, social, religious, and economic groups in the United States and here in California; and

WHEREAS, recognizing the need to understand the complexity of violence as perpetuated within communities and against communities, and the fear of many victims to report to law enforcement; and

WHEREAS, all victims deserve access to culturally appropriate programs and services to increase their safety and improve their life situations; and

WHEREAS, on average, nearly 20 people per minute are physically abused by an intimate partner in the United States. For one year, this equates to more than 10 million women and men; and

WHEREAS, on a typical day, there are more than 20,000 phone calls placed to domestic violence hotlines nationwide; and

WHEREAS, children exposed to domestic violence can experience long-term consequences including difficulty at school, substance abuse, and serious adult health problems; and

WHEREAS, The Legislature recognizes the vital role that all Californians can play in preventing and one day ending domestic violence.

NOW, THEREFORE, BE IT RESOLVED that I, Jim Ellis, Mayor of the City of Bishop, do hereby proclaim October 2023, and each following October, as National Domestic Violence Awareness Month in the City of Bishop, California.

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Bishop to be affixed this 23rd day of October, 2023.

Jim Ellis, Mayor

NORTHERN INYO HEALTHCARE DISTRICT

Improving our communities, one life at a time.
One Team, One Goal, Your Health!

150 Pioneer Lane
Bishop, California 93514

(760) 873-5811

DATE: October 23, 2023

TO: City of Bishop – City Council Members

FROM: Stephen DelRossi, Chief Financial Officer (CFO) and Interim Chief Executive Officer (CEO)

RE: Quarterly CEO Report– Northern Inyo Healthcare District

REPORT CONTENT

A. Chief Executive Officer Report

a. Monthly Community Town Hall via Zoom, November 1 at 5:30pm.
Zoom link available on the nih website.

b. Accountable Care Organization (ACO)

c. Contract Reviews – Saving of $+600k

d. Legislation, hospital revenue
$1.7b – 2025, State has not determined methodology or criteria

B. Chief Financial Officer Report

a. Financial & Statistical Reports
Financial & Statistical Reports are available on the NIHD website

b. FY 2023 Budget
Approved with $~13.7m deficit

c. FY2023 Audit on-going
Balance Sheet Reconciliations

d. TAG Update (Turnaround Action Group)

e. Buildings – Surgery Clinic, Rehab, PMA, 1967

C. RSM Update, Interim CEO Stephen DelRossi

a. Maintenance

b. We use Jordan Fuller for IT support for difficult to solve issues, workflows, etc.

Inyo Mono Advocates for Community Action, Inc. Has a New Home!

Administration
Human Resources
Community Services
145 E. South Street
Bldg # A
P.O. Box 845
Bishop, CA 93514
(760) 873-8557
e-mail: info@imaca.net

Glass Mountain Apartments
25 Mountain Blvd.
Mammoth Lakes, CA 93546
(760) 920-8287

Valley Apartments
156 E. Clarke St.
Bishop, CA 93514
(760) 873-8557

IMACA. is a Non-Profit, Tax-Exempt Organization under Section 501(c)(3), Internal Revenue Code.

Inyo Mono Advocates for Community Action, Inc. (IMACA) is excited to announce our new office location in Bishop, California, at 145 East South Street, Building A. It is the small building behind our food warehouse. Office hours are from 9AM to 4PM, closed for lunch from 12PM to 1PM. The main phone number is still 760-873-8557. IMACA appreciates your patience and support as we have undergone major changes in the past two years. Our team is small but mighty, and we are eternally grateful to our supporters. IMACA stands by our mission to support, educate, empower, and advocate for vulnerable populations in its community.

IMACA continues to operate Food and Energy Assistance programs. The food distribution happens monthly at 15 different towns across Inyo and Mono Counties and serves more than 300 households. The Low Income Home Energy Assistance Program (LIHEAP) helps more than 200 households pay their energy bills, which avoids utility disconnections and keeps homes cool in the summer and warm in the winter. The Low Income Household Water Assistance Program (LIHWAP) helps income-eligible households pay their water/wastewater bills and ends on March 31, 2024.

If you would like to contribute to our mission, monetary donations support all of IMACA's programs. Any small amount helps! Simply go to our website at www.imaca.net and hit the orange Donate button in the upper right-hand corner. Please follow our social media and website to stay current on updates.

Thank you from all of us here at IMACA!

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Bishop Fire Report
September 13 to October 17, 2023

Fires

32 calls for service

Vehicle Accidents

6 non injury

1 with injury

Duty Officer

2 calls

Medical Calls

3 assists

Alarm Malfunctions

2 calls

Miscellaneous

We had Fire Prevention Day for Pre K and Kindergarten at the Elm Street School, and four other preschools and at the Bishop Indian HeadStart. We had an open house at the main fire station open to the public.

Bishop Police Department

End of month report September 2023

	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
TOTAL INCIDENTS	**1269**	**1210**	**1366**	**1383**	**1167**	**1374**	**1336**	**1149**	**1194**			
CALLS FOR SERVICE	703	709	784	821	705	752	885	670	755			
OFFICER INITIATED INCIDENTS	566	501	582	562	462	622	451	479	439			
TRAFFIC STOPS	111	96	114	82	69	132	70	103	83			
OTHER OIA INC.	455	405	468	480	393	490	381	376	356			
BUS/BUILDING CHECKS	1	3	12	22	24	7	3	9	7			
VEH/PED CHECKS	38	26	30	57	70	55	53	38	34			
TOTAL OFFICER REPORTS	**73**	**85**	**101**	**96**	**82**	**83**	**100**	**75**	**101**			
ACCIDENT	3	5	6	3	5	4	3	1	1			
CRIMINAL ACCIDENT	3	5	1	1	3	3	2	4	6			
FELONY	18	17	19	19	8	11	20	13	22			
INFORMATION	27	34	32	34	29	24	33	31	32			
INFRACTION	1	0	2	0	1	1	0	1	0			
MISDEMEANOR	21	24	41	39	36	40	42	24	40			
TC WITH INJURIES	1	1	2	0	2	2	0	1	0			
TC NO INJURIES	5	7	4	3	6	5	5	4	7			
TOTAL MISDEMEANOR & FELONY ARRESTS		**18**	**23**	**32**	**20**	**28**	**28**	**23**	**32**			
MISDEMEANOR ARRESTS	9	11	17	23	17	23	22	14	22			
ADULT	8	11	17	23	17	23	22	14	21			
JUVENILE	1					0	0	0	1			
FELONY ARRESTS		7	6	9	3	5	6	9	11			
ADULT	9	7	5	8	0	5	6	8	11			
JUVENILE	0		1	1		0	0	1	0			
CITATIONS	**82**	**104**	**107**	**96**	**62**	**123**	**67**	**58**	**92**			
MOVING	32	51	51	34	24	40	23	23	27			
NON-MOVING	39	46	39	45	26	61	27	28	49			
CRIMINAL	11	7	17	17	12	22	17	7	16			

		JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
DISPATCH PHONE ACTIVITY													
911 CALLS		248	237	179	211	252	300	254	227	246			
	INBOUND	237	222	159	195	241	290	238	216	237			
	ABANDONED	11	15	20	16	11	10	16	11	7			
ADMINISTRATIVE CALLS		1,428	1,385	1503	1540	1405	1343	1506	1427	1412			
	INBOUND	895	860	965	969	907	878	993	943	973			
	OUTBOUND	523	520	520	563	488	460	509	466	424			
	ABANDONED	10	5	18	8	10	5	4	18	15			

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Public Works Report

September 2023

Water

1. Water consumption for the month was down 14% compared to September 2013.
2. Took monthly bacteria samples.
3. Checked static water levels at wells #1, #2, and #4.
4. Continued with yearly backflow valve testing program.
5. Continued with annual main line valve exercising program.
6. Replaced ¾" water service for 669 Maple Ave.
7. Removed Fire Hydrant at the South West corner of S. Main St. and Jay St. that was hit by a vehicle. Will relocate to North side of Jay St.
8. Repaired water leak on 2" galvanized water main on N. Fowler St.
9. Pulled weeds at Well #2 facility.
10. Replaced non- operational ¾" curb stop valve for 431 E. South St.

Sewer

1. Continued effort to reduce any impact of nutrients on groundwater near the wastewater treatment plant.
2. Continued to work with Los Angeles Water and Power to acquire additional land for the spreading of secondary treated wastewater.
3. Performed cleaning of problem sewers within the city.
4. Took monthly Biological Oxygen Demand (BOD) samples.
5. Performed duties as Administrator for the Bishop Area Wastewater Authority.
6. Inspect sewer manholes for signs of ground water infiltration.
7. Continued mowing pastures and cleaning / repairing irrigation ditches within the 40 Acres at the WWTP.
8. Finished cleaning sludge drying beds from digester cleaning at the WWTP.
9. Recorded quarterly monitoring well ground water depths and took samples for Nitrates.

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10. Replaced sand media in the sludge drying beds at the WWTP.
11. Worked with Jason Bentz with Environmental Techniques to sludge Judge ponds #1- #4 to evaluate how many dry tons of sludge are present in the ponds.

Streets

1. Patched potholes in City Streets and alleys.
2. Trimmed low hanging tree limbs along City Streets and around traffic signs.
3. Routinely checked bike path at the West end of Sierra Street for trash and cleaned up as needed.
4. Sweep City streets, alleys, and parking lots.
5. Replaced damaged or missing Street Signs at various locations within the City.
6. Repaired sink hole at the intersection of Clarke and Third St.
7. Assisted resident at 595 Howard St. with clean up and removal of large tree branch that fell on his vehicle and blocked the roadway on E. Elm St.
8. Removed and cut larger opening in tree grates along Warren and Church St.
9. Participated in a traffic handling and closure conversation with Caltrans regarding impacts to downtown during their Bishop Pavements Project.

Miscellaneous

1. Performed routine maintenance on the Public Works fleet.
2. Provided weekly Tail Gate Safety meetings for the Public Works crew.
3. Marked City utilities for Dig Alert Tickets.
4. Provided road closure on Home and Sierra St. for the Labor Day Parade.
5. Provided road closure on Academy Ave. for the Friday Night Market.
6. Haul debris from Fowler Pit to Sunland Landfill.
7. Assisted Pioneer Cemetery with installation of new pump for their irrigation system on E. Line St.
8. Fabricate and install counter tops and enclosure within the evidence room for the Police Department.
9. Provided Traffic Cones and Delineators for the Mill Pond Music Festival.

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Community Services Report

September 2023

Programs

1. After School Stay and Play program is operating at the Elm Street School, Monday through Friday. We have planned field trips for weekly special activities. The group will be at the Bishop Union High School Volleyball and Football games. The group will be working on seasonal craft projects.

2. Adult Fitness classes are not being offered currently. We are currently seeking an Instructor for this program.

3. The Bishop Park Pool is closed for the season.

4. Kids Night Out is currently scheduled for October 27th. Our theme is Halloween.

5. Gymnastics sessions are open for registration on Sportsites, classes are starting October1st. Added one new staff member to accommodate the waitlist. We will offer the gymnastics program for a ten-week session. We will also be hosting classes for the Elm Street School Rams Club on Mondays.

6. Developed first draft After School Program Operation Manual. Operations Manuals for Gymnastics and Kids Night Out are being developed. Work continues this project.

7. Youth Tennis has been postponed for the summer. New sessions will start in the fall/winter after High School Tennis has concluded their season.

8. Adult Coed Soccer has begun their season. Games are scheduled on Fridays, Saturday, and Sundays at 6pm on field 1. Our season will be complete October 22nd and Playoffs will begin on October 26th.

9. Youth Basketball open gym will be hosted at the Bishop Union High School Gym on Sundays through the month of October.

Parks and Facilities

1. Repairs made to Toro mowers and performed routine maintenance to all mowing equipment.
2. Repairs were made to multiple irrigation leaks. At the City Park and Community Garden.
3. Daily maintenance of the City Park Pool. Began closeout procedures for winterization.
4. Sprayed weeds at all City facilities.
5. Daily routine of trash and cleaning of restrooms.
6. Cleaned debris from the creek, pond, and fountain.
7. Use of blower on Main Street Mondays and Fridays.
8. Cleanup of leaves and debris at Sunrise Mobile Home Park, City Park, and City parking lots.
9. Seasonal adjustments made to all City irrigation and City Park.
10. Mowed and cleaned weeds on Hamby Street.
11. Staff reductions at the City Parks maintenance as seasons change.
12. Hosted the Community Band on Monday evenings.
13. Began hosting Bishop Union High School Tennis on courts 1 through 4. Times of use are scheduled Monday through Friday at 4pm.
14. Made repairs and service on the Dodge Flatbed.
15. Installed new paper dispensers in all City Facilities.
16. Replaced memorial trees and trees on Hamby Street that were damaged.
17. Prepared 12 soccer fields for AYSO season, including lining fields and moving goals. AYSO, we begin on August 25th. AYSO continues to use 12 soccer fields and host games and practices Monday through Saturday.
18. Preparations for Fall Colors Car Show for October 7th.
19. Removed and cleaned weeds on the south end of the Community Garden.

20. Field 1 use form Bishop Union High School was begun, with practices Tuesday and Wednesday.

21. Fall trimming in the City Park has begun.

22. Assisted the Inyo Council for the Arts with moving tents and equipment to Millpond for the Millpond Music Festival.

23. Assisted the Chamber of Commerce with the Blake Jones Trout Derby.

24. **Events at City Facilities:**

    - National Night Out at City Hall on October 2nd.
    - Hispanic Heritage Celebration at City Hall on October 7th.
    - Fall Colors Car Show at The City Park on October 7th.
    - Music on the Pond Gazebo on October 8th.
    - Friday Night Market on Academy Street on October 20th.
    - Festival of Frights at the Fair Grounds on October 21st.
    - Cancer Walk at The City Park on October 21st.

Sunrise

1. Daily routine of trash, debris, and inspections.

2. Collected rents and payments for utilities.

3. Weekly routine maintenance of all lawns and common areas.

4. Began planning process of street and sidewalk replacement. Consultant has begun general design. Design is complete. We are seeking funding to complete this project.

5. Conducted winterization of swap-coolers on City owned units.

6. Irrigation repairs and adjustment were made to the Community Building landscapes.

7. Worked with Southern California Edison Arborist on front trees trimming in powerlines.

8. Winterization of water connections for all units.

Budget/Administrative

1. Held weekly staff meetings Tuesdays and Wednesdays.

2. Attended by-weekly City Council meetings.

3. Conducted Sportsites training new pool staff.

4. Attended weekly Department Head Meetings.

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

6. Communication with Bishop Area Bike Organization, in preparation for installation of the Bike Park. The Bishop Area Bike Organization has provided the Community Services Department with a count of total volunteers and hours worked. The Bishop Bike organization will move forward under the Community Services volunteer program. Work will begin on phase one Pump-track in the coming weeks. We are working with the group on ordering signage.

7. The Parks and Recreation Commission meeting is scheduled for October 25th, at 6pm at the Council Chambers.

8. California Urban Greening Grant has been awarded to the City of Bishop, coordination with the Friends of the Eastern Sierra Community Gardens. Work is ongoing for the development of Grant Administration MOU. Work has started on a design for irrigation and garden enhancements. The Community Services received the CNRA agreement and is under review.

9. Received the approval for the Game-Time playground Grant. This Grant is vendor specific and will cover a portion of new playground equipment if this vendor is selected for the Playground Replacement Project.

10. Hosted meeting with potential vendors for front Playground and Pool slide replacement in 2023-2024.

11. Attended Enterprise vehicle replacement meeting in preparation for 2023-2024 budget. Purchase of two new trucks. Ordered new lift gate for the Park truck.

12. Extension of Swim Team season and discussion on installation of new Diving Block of the team. Installation of new Diving Blocks is scheduled for October.

13. Received quotes for concrete paths connecting the Pond Gazebo to the main path located at the rear playground. A contractor was selected to complete this project. Work on this project will occur in October.

14. Worked with Sierra Security Systems on upgrades to City Hall facilities security system.

15. Prepared work schedules for fall pool operations.

16. Conducted interviews with potential new Program Staff members.

17. Worked with ESCOG to give Mono County City Park Use Data from past years. This data will be used to work with Millpond future use and potential enhancements.

Highlights:

- City Park and Facility use.
- Playground replacement.
- Preparations and Winterization.

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

Planning Department Report

September 2023

1. Clean California Local Grant Program:

- The City has not received funding for the Clean California Local Grant Program.

2. Downtown Bishop Parkways Project (Whitney Alley):

- Collaborated with Stantec Engineers Inc. on a task order for the concept design, value engineering opportunities, geotechnical investigation, and construction documents

3. Rezoning Applications and Environmental Reports:

- Worked on rezoning applications and environmental reports in conjunction with the Department of Water and Power (DWP).
- Worked on rezoning application proposal for 711 Hammond Street
- Worked on developing rezoning and general plan application templates

4. Downtown and Residential Parking Study:

- Prepared a scope for the Downtown and Residential Parking Study and held discussions with Wood Rogers and to strategize the parking and land use study.

5. Short-Term Rental Ordinance Updates:

- Progressed with updates to the short-term rental ordinance and discussed enforcement recommendations, including meetings with Airbnb.

6. LTC Meeting:

- Attended and presented at the Local Transportation Commission (LTC) meeting.

7. Planning Reviews:

- Collaborated with a developer on planning and building applications for the mixed-use project located at 144 S Main Street, provided comments.
- Worked with the City Attorney on the parking agreement.
- Revied site plans and parking agreement for 337 E Pine Street, provided comments.

8. In-Lieu Programs and Fees:

- Conducted research on in-lieu programs and fees to inform future ordinance developments.

Grant Administration:

1. Prop 68 Green Infrastructure Grant:

- Managed the Prop 68 Green Infrastructure Grant, which included reporting, discussions on scope modifications, and financial reports.

CITY OF BISHOP
CITY COUNCIL MINUTES
AUGUST 7, 2023

1. CALL TO ORDER

Mayor Ellis called the special joint meeting of the Bishop City Council and the Bishop Rural Fire Protection District Board of Commissioners to order at 8:05 a.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

2. ROLL CALL

PRESENT:
Councilmember Muchovej
Mayor Pro Tem Garcia
Mayor Ellis
Commissioner Steinwand
Commissioner Anderson
Commissioner Kunze
Vice Chair Butler
Chair Holland

ABSENT AND EXCUSED:
Councilmember Kong
Councilmember Schwartz

OTHERS PRESENT:
Deston Dishion, City Administrator

DRAFT

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

No public comments were made.

4. CLOSED SESSION

A. PUBLIC EMPLOYEE APPOINTMENT pursuant to Government Code § 54957 – Title: Fire Chief (Councilmembers and Commissioners to conduct interviews of Fire Chief candidates.)

Closed Session began at 8:06 a.m. Closed Session ended at 2:40 p.m.

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

To report on actions taken in Closed Session as required by law, Mayor Ellis announced that a conditional offer will be made to the number one applicant.

6. ADJOURNMENT

The Mayor adjourned the meeting at 2:40 p.m.

_____

Jim Ellis, Mayor

Attest: _____

Robin Picken, City Clerk

DRAFT

CITY OF BISHOP
CITY COUNCIL MINUTES
AUGUST 14, 2023

1. CALL TO ORDER

Mayor Ellis called the meeting of the Bishop City Council to order at 5:30 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

2. ROLL CALL

PRESENT:
Councilmember Kong
Councilmember Schwartz
Councilmember Muchovej
Mayor Pro Tem Garcia
Mayor Ellis

ABSENT:
None.

OTHERS PRESENT:
Deston Dishion, City Administrator
Robin Picken, City Clerk
Dean J. Pucci, City Attorney

DRAFT

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

No public comments were made.

4. CLOSED SESSION

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

Closed Session began at 5:31 p.m. Closed Session ended at 6:05 p.m.

5. OPEN SESSION

Mayor Ellis called the open session of the Bishop City Council to order at 6:06 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

6. MOMENT OF SILENCE

Mayor Ellis announced a moment of silence.

7. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Pro Tem Garcia.

8. ROLL CALL

PRESENT:
Councilmember Kong
Councilmember Schwartz
Councilmember Muchovej
Mayor Pro Tem Garcia
Mayor Ellis

ABSENT:

None.

OTHERS PRESENT:
Deston Dishion, City Administrator
Robin Picken, City Clerk
Dean J. Pucci, City Attorney
Pat O'Neil, Interim Fire Chief
Nate Derr, Police Chief
Nora Gamino, Public Works Director
Dan McElroy, Community Services Manager

DRAFT

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

No public comments were made.

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

To report on actions taken in Closed Session as required by law, Mayor Ellis announced that no action was taken.

11. COUNTY OF INYO UPDATE – Presented by Second District Supervisor Jeff Griffiths.

Second District Supervisor Griffiths provided an update on Inyo County business and activities.

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

A. Interim Fire Chief Pat O'Neil

Interim Fire Chief O'Neil reported to Council that in addition to his report submitted to Council tonight, there was a call received for a lift assist, and a smoke alarm response. Council thanked Interim Fire Chief O'Neil for stepping up to help run things at the Fire Department while waiting for the new Fire Chief to arrive.

B. Police Chief Nate Derr

Police Chief Derr reported to Council that the year to date totals have been added to the Police Department's statistics report as requested by Council at their last meeting, and reported briefly on several of the items that the Police Department placed on tonight's Council's agenda for clarification. Chief Derr reported on community outreach with the Sunrise Rotary, the Superintendent of Schools on traffic and school safety, and work with Public Works Director Gamino relating to parking concerns in the city. Police Derr responded to Council's questions relating to newly hired Police Officer/Investigator Ludovico who was reported as doing a good job; attended meetings with the County on creating a mental health crisis unit; and the night time dispatching with Inyo National Forest started last week and is currently up and running.

C. Public Works Director Nora Gamino

Public Works Director Gamino reviewed and highlighted several items on her written report to Council. Director Gamino reported outside the departments standard routine work, they completed a lead and copper sampling and thanked those residents who volunteered and participated in the sampling; for Council's information all samples were well below action levels and a report will be sent to all participants; a Whitney Alley Project update; cleaned problem sewers in Aspendale last month; and started the SCADA upgrade project which will take 9-12 months to complete. Director Gamino responded to Council's questions relating to children crossing the intersection of 3rd Street and East Line Street where there is currently no crosswalk or signs/marking for motorists to slow down. Director Gamino stated that a preliminary study for improvements on East Line Street has been done and needs to be further evaluated along with real data before taking action, as well as taking in consideration what work is being done through the Caltrans Bishop Pavements Project which are placing beacons at uncontrolled intersections where there is no traffic light.

D. Community Services Manager Dan McElroy

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Community Services Manager McElroy reported to Council that the Parks and Recreation Commission Meeting is on August 23rd not August 30th, and highlighted items from the Community Services written report on the City Pool use, American Youth Soccer Organization (AYSO) use, creation of 12 soccer fields in the City Park, softball finals, After School Program now named Stay and Play (SAP), start of gymnastic classes and Kids Night Out, start of pickleball at the City Park, and ordered signage for the bike park before general construction is started

E. City Administrator Deston Dishion

City Administrator Dishion thanked Supervisor Griffiths for his detail report on the current status of addressing emergency medical services in our area and added that he will be actively involved with negotiations with the Inyo County Administrative Officer and one of the Bishop Paiute Tribal Members; Administrator Dishion reported to Council that the Bishop Fire Department ambulance continues to be in service as a back up in order to support our community, thanked Interim Fire Chief O'Neil for stepping into the Interim Fire Chief position and commended Interim Fire Chief O'Neil for his leadership; announced that the Bishop Rural Fire Protection District and the City of Bishop has made a conditional offer to fill the vacant Fire Chief position; and advised Council that 275 May Street is currently boarded-up due to multiple code violations currently being addressed.

13. 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. FOR APPROVAL/FILING

1. Second Reading/Adoption of an Ordinance of the City Council of the City of Bishop, State of California, Adding Chapter 8.07 of the City of Bishop Code of Ordinances, Relating to Vacant Building and Storefront Nuisances

Item 13A.1

2. Police Department Communications Operator Job Description

Item 13A.2

3. Enterprise Fleet Management Open-End (equity) Lease Rate Quote for Two Leased Vehicles for the Bishop Police Department, not to exceed $1,000 per month for 60 months per vehicle

Item 13A.3

B. FOR INFORMATION/FILING

1. Public Works Building Permits Report – July 2023

Item 13B.1

2. Planning Commission Meeting Cancellation Notice – July 25, 2023

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Item 13B.2

3. Parks and Recreation Commission Meeting Cancellation Notice – July 26, 2023

Item 13B.3

4. Fire Department Report – July 2023

5. Police Department Report – July 2023

Item 13B.5

6. Public Works Department Report – July 2023

Item 13B.6

7. Community Services Department Report – July 2023

Item 13B.7

8. Planning Department Report – July 2023

Item 13B.8

9. Administration Department Report – July 2023

Item 13B.9

No public comments were made.

Motion/Councilmember Schwartz Seconded/Councilmember Muchovej
Councilmember Schwartz made a motion to approve the Consent Calendar as presented.

Ayes: Councilmembers Kong, Schwartz, Muchovej, Mayor Pro Tem Garcia, and Mayor Ellis
Noes: None
Abstain: None
Absent: None

Motion passed 5-0.

14. NEW BUSINESS

A. FILLING A SCHEDULED VACANCY ON THE PARKS AND RECREATION COMMISSION – Council consideration to start advertising to seek applicants for the scheduled vacancy, term ending October 28, 2023, and to establish a screening committee to make a nomination to the City Council for filling the commission vacancy or to reappoint Brad Balint to another four-year term on the Parks and Recreation Commission - Administration.

DRAFT

Item 14A

City Clerk Picken reviewed this item with Council. Community Services Manager McElroy made comments in support of reappointing Commissioner Brad Balint to the Parks and Recreation Commission for another four-year term. No public comments were made.

Motion/Mayor Pro Tem Garcia Seconded/Councilmember Schwartz
Mayor Pro Tem Garcia made a motion to approve the reappointment of Brad Balint to another four-year term on the Parks and Recreation Commission.

Ayes: Councilmembers Kong, Schwartz, Muchovej, Mayor Pro Tem Garcia, and Mayor Ellis
Noes: None
Abstain: None
Absent: None
Motion passed 5-0.

B. COST SHARE AGREEMENT FOR MULTI-AGENCY EMERGENCY RESPONSE TO 2023 WINTER STORMS - Council consideration to approve the Cost Share Agreement for Multi-Agency Emergency Response to 2023 Winter Storms – Administration.

Item 14B

City Administrator Dishion reviewed this item with Council.

Public comments were made by:
Jeff Griffiths, Inyo County Second District Supervisor, made comments in support of the cost share agreement and confirmed that the County of Inyo Board of Supervisors approved this agreement.

No further public comments were made.

Motion/Councilmember Muchovej Seconded/Mayor Pro Tem Garcia
Councilmember Muchovej made a motion to approve the Cost Share Agreement for Multi-Agency Emergency Response to 2023 Winter Storms.

Ayes: Councilmembers Kong, Schwartz, Muchovej, Mayor Pro Tem Garcia, and Mayor Ellis
Noes: None
Abstain: None
Absent: None

Motion passed 5-0.

15. FUTURE AGENDA ITEMS

No requests for future agenda items were made by Council.

16. COUNCIL AND COMMITTEE REPORTS

DRAFT

Council Members reported on meetings and community events that they attended.

17. ADJOURNMENT Monday, August 28, 2023 at 6:00 p.m. Regular Meeting in the City Council Chambers

The Mayor adjourned the meeting at 7:18 p.m. to the City Council Meeting scheduled for Monday, August 28, 2023 at 6:00 p.m. in the City Council Chambers.

_____
Jim Ellis, Mayor

Attest: _____
Robin Picken, City Clerk

DRAFT

CITY OF BISHOP
CITY COUNCIL MINUTES
AUGUST 28, 2023

1. CALL TO ORDER

Mayor Ellis called the meeting of the Bishop City Council to order at 5:37 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

2. ROLL CALL

PRESENT:
Councilmember Schwartz
Councilmember Muchovej
Mayor Pro Tem Garcia
Mayor Ellis

ABSENT:
Councilmember Kong

OTHERS PRESENT:
Deston Dishion, City Administrator
Robin Picken, City Clerk

DRAFT

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

No public comments were made.

4. CLOSED SESSION

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code § 54957 – Title: Public Works Director

Closed Session began at 5:38 p.m. Closed Session ended at 6:07 p.m.

5. OPEN SESSION – 6:00 P.M. Monday, August 28, 2023

Mayor Ellis called the open session of the Bishop City Council to order at 6:08 p.m. in the City Council Chambers, 301 West Line Street, Bishop, California.

6. MOMENT OF SILENCE

Mayor Ellis announced a moment of silence.

7. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Ellis.

8. ROLL CALL

PRESENT:
Councilmember Schwartz
Councilmember Muchovej
Mayor Pro Tem Garcia
Mayor Ellis

ABSENT:
Councilmember Kong

OTHERS PRESENT:
Deston Dishion, City Administrator
Robin Picken, City Clerk
Ryan R. Jones, Assistant City Attorney
Pat O'Neil, Interim Fire Chief
Nate Derr, Police Chief
Nora Gamino, Public Works Director
Anastasiia Budnyk, Assistant Planner
Dan McElroy, Community Services Manager

DRAFT

9. PLANNING COMMISSION – Council consideration to reappoint Robert Lowthorp to the Planning Commission with a term ending September 11, 2027 – Administration.

Item 9

City Clerk Picken reviewed this item with Council. No public comments were made.

Motion/Mayor Pro Tem Garcia Seconded/Councilmember Schwartz Mayor Pro Tem Garcia made a motion to approve the reappointment of Robert Lowthorp for a four-year term, ending September 11, 2027, on the Planning Commission.

Ayes: Councilmember Schwartz, Councilmember Muchovej, Mayor Pro Tem Garcia, Mayor Ellis
Noes: None
Abstain: None
Absent: Councilmember Kong

Motion passed 4-0.

Mayor Ellis announced a ten minute break to enjoy a piece of cake in honor of Robert Lowthorp's 40 years of service on the Planning Commission.

Mayor Ellis reconvened the meeting after a ten minute break.

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

Public comments were made by:
Pastor Tim Homan, from Grace Lutheran Church Bishop and a member of the Bishop Ministerial Association, recited a prayer.

Chris Taylor, a Bishop resident and past business owner, spoke on behalf of local restaurant and hospitality owners and their employees on their concern that they may not survive another shut down to their businesses if Governor Newsom decides to place restrictions on them again due to the rise in COVID cases.

Jordan Rose, of the Eastside Student Center, thanked the Council for the 2022-2023 Grant in Support funding they received to renovate and update their facility located at 162 West Line Street and that their final report has been submitted to Assistant Finance Director Aukee available for review. Jordan Rose also handed out a copy to Council for their information.

No further public comments were made.

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

To report on actions taken in Closed Session as required by law, Mayor Ellis announced that there is nothing to report.

12. PRESENTATIONS

A. PRESENTATION - WHITNEY ALLEY DESIGN – Presented by Assistant Planner Ana Budnyk.

Item 12A

Assistant Planner Budnyk presented Council with an overview on the Whitney Alley Project and addressed all of Council's questions related to this project.

Public comments were made by:
Chris Taylor, a Bishop resident and past business owner, spoke on behalf of other business owners opposing a playground be built in place of parking spaces. They support the new downtown vibe, but our businesses need parking and housing.

No further public comments were made.

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

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A. Interim Fire Chief Pat O'Neil

Interim Fire Chief O'Neil reported to Council that not too much happened with the recent storm and reported on several fire department calls.

B. Police Chief Nate Derr

Police Chief Derr reported to Council on department projects, park cameras, increase presence at the local schools, the upcoming Labor Day Parade and related road closures, property room remodel, recruitment efforts, parking enforcement and study, transient issues, addressed parking and safety issues, working on starting online social media presence, Project 5 to 9 bicycle registry to assist in stolen bikes, work on a Police Department strategic plan, and addressing large scale retail theft.

C. Public Works Director Nora Gamino

Public Works Director Gamino reported to Council that the City's Supervisory Control and Data Acquisition (SCADA) system is having communication failures at this time and is currently being addressed, they are looking at solutions for drainage issues on Johnson Drive, the Caltrans Bishop Pavement Project has been slightly delayed which gives the City an opportunity to address the water line in West Line Street before new pavement goes down in 2025 for the Caltrans Bishop Pavement Project, and staff is preparing for the Labor Day Parade and assisting the Police Department with road closures.

D. Community Services Manager Dan McElroy

Community Services Manager McElroy reported to Council on preparations for concrete work at the City Park to extend paths to the City Park gazebo, working with the Community Garden group on irrigation plans for the Urban Greening Grant, a vendor will be on location to look at the replacement of the City Park's front playground, programs updates on start of a youth open gym basketball for 3rd to 6th graders, soccer at the park, gymnastics, bike park signage ordered, City Park Pool start blocks, new personnel scheduling software purchased through Administration to help manage staff, and Labor Day Art at the Park starting this Thursday and wrapping up on Monday.

E. Assistant Planner Ana Budnyk

No report was given by Assistant Planner Budnyk.

F. City Administrator Deston Dishion

City Administrator Dishion reported to Council on the current work being done with the County of Inyo on an ambulance contract which should be brought back to Council for consideration by the first meeting in September, the Bishop Fire Department loaned their ambulance to Big Pine Fire Department for about a week since Big Pine has no ambulance at this time, the Bishop Area Chamber of Commerce and Visitor Bureau (BACCVB) submitted a site plan to the City and LADWP for a possible new facility to be place next to Holy Smoke BBQ on Main Street, the Bishop Paiute Tribe Land Acknowledgement Project, and attended meetings with Assistant Planner Budnyk and consultants to look at a parking study for the entire city as well as strategic planning of City owned properties to address our housing needs.

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14. CONSENT CALENDAR – NOTICE TO THE PUBLIC: All matters under the Consent Calendar are considered routine by the City and will be acted on by one motion.

A. FOR APPROVAL/FILING

1. City Council Special Meeting Minutes – July 12, 2023

Item 14A.1

2. City Council Meeting Minutes – July 24, 2023

Item 14A.2

3. Monthly Budget Reports – July 2023

Item 14A.3

4. Warrant Registers – July 2023

Item 14A.4

5. Combined Cash Report – July 2023

Item 14A.5

6. Bank Reconciliation Report – July 2023

Item 14A.6

7. Investment Portfolio – July 2023

Item 14A.7

8. Budget Adjustment Request for Building, Special Department Supplies

Item 14A.8

9. Budget Adjustment Request and Changes to the Part-Time Employees Wage Scale for July 1, 2023-June 30, 2024 for the Police Department Relief Communications Operator

Item 14A.9

10. Expense Account Budget Reallocation for Community Services

Item 14A.10

11. Friends of Eastern Sierra Gardens Memorandum of Understanding

Item 14A.11

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12. Bishop Unified School District Agreement for the Provision of Program Services – After School Programs and Summer Programs

Item 14A.12

13. Budget Spending Request for Survey Task 4.4 Drafting Topographic Map for $7,410

Item 14A.13

B. FOR INFORMATION/FILING

1. Parks and Recreation Commission Meeting Notice – August 23, 2023

Item 14B.1

No public comments were made.

Motion/Councilmember Muchovej Seconded/Mayor Pro Tem Garcia
Councilmember Muchovej made a motion to approve the consent calendar as presented.
Ayes: Councilmembers Schwartz, Muchovej, Mayor Pro Tem Garcia, Mayor Ellis
Noes: None
Abstain: None
Absent: Councilmember Kong

Motion passed 4-0.

15. NEW BUSINESS

A. DISCUSSION ON PLACING A MORATORIUM ON SHORT-TERM RENTALS – Council to discuss placing a moratorium on short-term rentals - Planning.

Item 15A

Public Comments received prior to 2 PM on August 28, 2023

Assistant Planner Budnyk, City Administrator Dishion, and Assistant City Attorney Jones reviewed this item with Council.

Public comments were made by:
Keri Davis advised Council that the City may not see a listing on Airbnb if a person is only listed during the week and pulls it during the weekend if the City is only monitoring during the week and not the weekends.

Jasmine Beaghler, a local resident, spoke to how she has been running her Airbnb short-term rental for five years, has been paying her taxes each quarter, and has not

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received any complaints from her neighbors. Jasmine Beaghler spoke to how Airbnb has allowed her to buy her own home while working in Bishop and if the City decides to place a moratorium on Short-Term Rentals, it will be a huge financial strain. Jasmine Beaghler added the fact that if Airbnb were to go away, there would be no consideration to rent it out since she lives there and does not like to rent out her property. She responded to Council's question that her short-term rental has a 50-65% occupancy-225 days a year.

Keri Davis, a Bishop resident, spoke to how enforcement on Short Term Rentals is important, and finds it frustrating when others don't follow the rules when we pay taxes and follow the rules. Her short-term rental has a 85% occupancy each month-300-325 days a year.

Chris Taylor, a Bishop resident and past business owner, spoke in support of addressing more housing in Bishop.

Ron McCoy, a Bishop resident and a short-term rental host, spoke in support of no moratorium. Ron McCoy suggested that perhaps the local agencies such as Los Angeles Department of Water and Power and the U.S. Forest Service should build housing for their staff on the lands that they own. He has been running his short-term rentals since 2018 and his occupancy rate is 50-55%.

Casey Stewart, a Bishop resident, runs a short-term rental with his wife and spoke in support to keep short-term rentals open and active. Casey Stewart stated that his short-term rental has a 70% occupancy rate.

Karen McCoy, a Bishop resident and short-term rental host, spoke on how her and her husband were instrumental in creating an ordinance for short-term rentals and supports having short-term rentals in Bishop. Karen McCoy also asked if Council could please reach out to the short-term rental owners prior to voting on or making a decision related to short-term rental modifications in the future.

No further public comments were made.

After a thorough discussion by Council, and a consensus from Council to have staff bring back an enforcement plan, Mayor Pro Tem Garcia made a motion.

Motion/Mayor Pro Tem Garcia Seconded/Councilmember Muchovej Mayor Pro Tem Garcia made a motion to keep the current Short-Term Rental Ordinance active and for staff to propose amendments and to look into an enforcement policy.

Ayes: Councilmembers Schwartz, Muchovej, Mayor Pro Tem Garcia, Mayor Ellis
Noes: None
Abstain: None
Absent: Councilmember Kong

Motion passed 4-0.

City Administrator Dishion clarified that the intention was not to take away from anything currently in place. This was placed on the agenda to give Council an opportunity to discuss short-term rentals. Council thanked everyone who attended

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and asked that they continue to let Council know their concerns. Council asked that staff inform short-term rental operators of any future short-term rental ordinance modifications that are brought to Council for consideration.

16. FUTURE AGENDA ITEMS

No requests for future agenda items were made by Council.

17. COUNCIL AND COMMITTEE REPORTS

Council Members reported on meetings and community events that they attended.

18. ADJOURNMENT Monday, September 11, 2023 at 6:00 p.m. Regular Meeting in the City Council Chambers.

The Mayor adjourned the meeting at 8:34 p.m. to the City Council Meeting scheduled for Monday, September 11, 2023 at 6:00 p.m. in the City Council Chambers.

_____
Jim Ellis, Mayor

Attest: _____
Robin Picken, City Clerk

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Monthly Budget Report
Month of August 2023

General Fund-
Revenue

8/31/2023	Revenue	Actual	Approved Budget	Percent Received
001-000-31010	PROPERTY TAXES SECURED	-	540,000.00	0%
001-000-31020	PROPERTY TAXES UNSECURED	-	45,000.00	0%
001-000-31030	PROPERTY TAXES PRIOR YR.	-	10,000.00	0%
001-000-31050	PROPERTY TAX HOMEOWNERS	-	1,000.00	0%
001-000-31060	PROP TAX MISC	-	21,000.00	0%
001-000-31065	VLF SWAP/PROP TX IN LIEU	-	350,000.00	0%
001-000-31066	VEHICLE LIC FEE IN EXCESS	-	3,700.00	0%
001-000-31120	SALES TAX	-	5,000,000.00	0%
001-000-31126	DWP WTR AGREEMENT PAYMNT	232,799.00	232,799.00	100%
001-000-31128	SALES TX 1/2%-PUBLIC SAF	-	10,000.00	0%
001-000-31130	TRANSIENT OCCUPANCY TAX	81,426.30	2,750,000.00	3%
001-000-31131	TOT PENALTIES	-	-	0%
001-000-31132	TOT PRIOR YR	-	-	0%
001-000-31150	REAL PROPERTY TRANSFER	877.53	8,500.00	10%
001-000-32010	BUSINESS LICENSES	980.00	62,000.00	2%
001-000-32011	BL PENALTIES	-	-	0%
001-000-32015	SHORT-TERM RENTALS	-	1,500.00	0%
001-000-32020	SB 1186/ADA	-	-	0%
001-000-32030	PARKING PERMITS	1,550.00	3,400.00	46%
001-000-32035	TENTATIVE MAP PERMITS	-	-	0%
001-000-32040	USE PERMITS	-	3,500.00	0%
001-000-32041	ENVIRONMENTAL APP FEE	-	3,500.00	0%
001-000-32050	BUILDING PERMITS	19,467.67	90,000.00	22%
001-000-32051	PLAN CHECK FEE	50.00	3,300.00	2%
001-000-32080	ELECTRICAL FRANCHISE	-	32,000.00	0%
001-000-32081	CELL TOWER FRANCHISE	3,500.00	31,500.00	11%
001-000-32090	TV FRANCHISE	-	10,000.00	0%
001-000-33010	INTEREST ON BANK DEPOSITS	-	11,000.00	0%
001-000-33020	RENTAL OF REAL PROPERTY	18,172.89	100,000.00	18%
001-000-34010	MOTOR VEHICLE IN LIEU	-	-	0%
001-000-34015	MTR VEH LIC FEE 11005.7	-	-	0%
001-000-34040	REIMB. HIGHWAY SWEEPING	4,416.66	53,000.00	8%
001-000-34041	HWY 6 TRASH	3,750.00	45,000.00	8%
001-000-34045	RSTP	-	-	0%
001-000-34046	DOC/RECYCLING GRANT	-	5,000.00	0%
001-000-34047	REIMB FROM BUSD	-	-	0%
001-000-34049	DWP TREE SPONSORSHIP	-	-	0%
001-000-34050	MISC REVENUE CAPTIAL REPLACE	31,331.00	31,331.00	100%
001-000-34079	FIRE EMS FUNDING	-	10,500.00	0%
001-000-34080	REIMB. RFD W/COMP.	-	-	0%
001-000-34081	SALARY REIMB FRM RF DIST	-	-	0%
001-000-34082	MISC REIM FROM RF DIST	-	-	0%
001-000-34083	FIRE INSPECTION FEES	364.10	15,000.00	2%
001-000-34094	LOCAL RESPONSE_STANDBY	-	1,000.00	0%

001-000-34095	STRIKE TEAM	-	120,000.00	0%
001-000-34110	COURT RESTITUTIONS	-	500.00	0%
001-000-34111	ORDINANCE ENFORCEMENT	-	-	0%
001-000-34116	DOJ-BULLET PRF VEST GRNT	-	2,000.00	0%
001-000-34120	PEACE OFFICERS TRAINING	522.27	18,000.00	3%
001-000-34121	RAN REIMB	-	10,000.00	0%
001-000-34122	DVROS-STATE	-	-	0%
001-000-34124	BUDGET ACT 2013/LAW ENF	-	-	0%
001-000-34125	PARKING CITATIONS	-	6,000.00	0%
001-000-34126	TOW FEE	375.00	1,765.00	21%
001-000-34140	DISPATCH CONTRACTS	-	7,200.00	0%
001-000-34141	PD Grants	-	-	0%
001-000-34145	4850 PAY REIMB	-	-	0%
001-000-34160	911 REIM-STATE	-	-	0%
001-000-35020	STRONG MOTION INST. PROG	191.09	1,000.00	19%
001-000-35060	CBSC/BLDG PERMIT	54.00	250.00	22%
001-000-36010	SALE OF PERSONAL PROP.	-	-	0%
001-000-36020	INS. REFUNDS & DIVIDENDS	-	-	0%
001-000-36025	FORFEITURE OF DEPOSITS	-	-	0%
001-000-36020	INS. REFUNDS & DIVIDENDS	-	-	0%
001-000-36030	MISCELLANEOUS	2,885.95	13,700.00	21%
001-000-36031	RETIREE MED COPAY	1,764.00	3,100.00	57%
001-000-36040	FINGERPRINTING & REPORTS	4,125.00	25,000.00	17%
001-000-36041	SUBPOENAS	-	-	0%
001-000-36042	AB109/REALIGNMENT	-	50,000.00	0%
001-000-36070	CIVIC ARTS	-	-	0%
001-000-36074	SUMMER PROGRAM TUITION	21,340.00	61,500.00	35%
001-000-36075	KIND ACTIVITY FEE	-	-	0%
001-000-36076	KIND TUITION	-	-	0%
001-000-36077	ASP ACTIVITY FEE	-	-	0%
001-000-36078	AFTER SCHOOL PROGRAM	14,281.00	98,000.00	15%
001-000-36079	GYMNASTICS CLUB	-	-	0%
001-000-36089	CHILDRENS DAY OF ARTS	-	-	0%
001-000-37010	SPECIAL EVENT INSURANCE	-	-	0%
001-000-39240	TENNIS	-	-	0%
001-000-39250	SOFTBALL	910.31	16,000.00	6%
001-000-39251	SOCCER	4,300.00	5,560.00	77%
001-000-39255	VOLLEYBALL	-	-	0%
001-000-39260	BASKETBALL	-	-	0%
001-000-39270	AEROBIC,DANCE,ZUMBA	-	500.00	0%
001-000-39275	FACILITY RENTAL FEE	245.00	4,000.00	6%
001-000-39278	TREE DEDICATION	-	-	0%
001-000-39280	YOUTH PROGRAM	-	3,200.00	0%
001-000-39281	GYMNASTICS	2,080.00	21,000.00	10%
001-000-39283	PAGEANT	-	-	0%
001-000-39289	POOL-LIFEGRD RECERT	-	-	0%
001-000-39290	POOL-PUBLIC SWIM	16,095.00	20,000.00	80%
001-000-39291	POOL RENTALS	4,132.00	15,000.00	28%

001-000-39292	POOL-SWIM LESSONS	832.00	24,000.00	3%
001-000-39293	POOL-CONCESSIONS	1,380.00	1,800.00	77%
001-000-39294	POOL-WATER FITNESS	3,355.00	5,000.00	67%
001-000-39297	YOUTH ATHLETICS	(250.00)	500.00	-50%
001-000-39710	FINES & FOREFEITURES	-	4,500.00	0%
001-000-39722	TUT MEASURE A	-	-	0%
001-000-39925	CITY COST PLAN	-	-	0%
001-000-39990	OTHER FINANCE SOURCES	-	-	0%
001-000-39995	CITY COST PLAN	-	-	0%
001-000-39999	REVENUE-TRANS IN	-	500,000.00	0%
001-000-40000	Caltrans Sustainable Grant	-	-	0%
001-000-40001	SB2 Housing & Community	-	-	0%
001-000-40002	PROP 68 Green	-	100,000.00	0%
001-000-40003	Playground Grant	-	-	0%
001-000-40004	COVID-19 Funding	-	-	0%
001-000-40005	LEAP GRANT	-	-	0%
001-000-40006	REAP GRANT	-	-	0%
	Total- Revenue	**477,302.77**	**10,623,605.00**	**4%**

General Fund-Expenses

8/31/2023	Department	8/31/2023 Actual	Approved Budget	Percent Used
001-010-_____	City Council	43,753.26	181,010.10	24%
001-011-_____	Administration	260,759.36	853,010.35	31%
001-012-_____	Finance	77,772.08	302,757.89	26%
001-013-_____	Treasurer	259.11	1,901.39	14%
001-014-_____	Legal	18,552.03	157,996.89	12%
001-015-_____	Insurance	363,165.00	304,429.50	119%
001-016-_____	Building & Grounds	29,936.54	202,055.08	15%
001-018_____	Elections	-	1,500.00	0%
001-019-_____	Community Promotion	-	181,000.00	0%
001-020-_____	Police Department	1,242,092.24	4,558,039.02	27%
001-021-_____	Fire Department	79,507.19	971,730.16	8%
001-022-_____	Building	5,358.49	126,863.00	4%
001-023-_____	Street Maintenance	67,114.62	1,694,889.27	4%
001-031-_____	Parks & Rec	178,727.36	1,238,049.40	14%
001-034-_____	Planning	27,854.78	479,855.27	6%
001-035-_____	After School Program	6,156.57	104,757.57	6%
001-036-_____	After School Outside	-	-	#DIV/0!
001-037-_____	Pool	60,171.29	476,827.85	13%
001-038-_____	Summer Camps	15,237.89	55,391.65	28%
001-039-_____	Gymnastics Club	-	-	#DIV/0!
	Total General Fund	**2,476,417.81**	**11,892,064.39**	**21%**

*NOTE: Insurance is not over budget, the approved budget is lower than the YTD actual
due to the City Cost Plan payment from enterprise funds being budgeted within Department 015.
CCP payment is usually not made until end of FY.

Enterprise Funds

8/31/2023	Department	8/31/2023 Actual	Approved Budget	Percent Used
	SEWER-REVENUE			
002-000-33010	**INTEREST ON BANK DEPOSITS**	-	9,300.00	0%
002-000-33020	**RENTAL OF REAL PROPERTY**	-	-	0%
002-000-39017	**SEWER MISCELLANEOUS**	3,070.08	13,100.00	23%
002-000-39020	**SEWER SERVICE COLLECTION**	239,482.18	1,265,000.00	19%
002-000-39023	**PENALTIES-SEWER SERVICE**	212.29	1,000.00	21%
002-000-39035	**SOLAR REBATES**	2,932.40	-	0%
002-000-39075	**REIMB FROM ESCSD**	4,078.68	-	0%
Total:		**249,775.63**	**1,288,400.00**	19%
002-051-_____	**Sewer- Expense**	199,590.07	1,638,552.54	12%

8/31/2023	Department	8/31/2023 Actual	Approved Budget	Percent Used
	WATER-REVENUE			
004-000-33010	**INTEREST ON BANK DEPOSITS**	-	10,000.00	0%
004-000-33020	**RENTAL OF REAL PROPERTY**	-	-	0%
004-000-39012	**WATER SERVICE COLLECTION**	189,315.99	1,028,000.00	18%
004-000-39013	**PENALTIES-WATER SERVICE**	170.87	900.00	19%
004-000-39017	**WATER MISCELLANEOUS**	120.00	10,900.00	1%
004-000-39019	**BACKFLOW FEE**	-	-	0%
004-000-39035	**SOLAR REBATES**	-	-	0%
Total:		**189,606.86**	**1,049,800.00**	18%
004-050-_____	**Water- Expense**	206,312.44	1,362,046.87	15%

8/31/2023	Department	8/31/2023 Actual	Approved Budget	Percent Used
	SMHP-REVENUE			
012-000-33010	**INTEREST ON BANK DEPOSITS**	-	2,800.00	0%
012-000-39735	**UTILITY CLEARING ACCOUNT**	6,545.00	38,400.00	17%
012-000-39750	**RENTS-ASSISTED UNITS**	1,116.00	6,600.00	17%
012-000-39760	**RENTS-UNASSISTED UNITS**	18,285.00	100,440.00	18%
012-000-39811	**MISC**	-	-	0%
012-000-39812	**GAIN ON SALE**	-	-	0.00%
Total:		**25,946.00**	**148,240.00**	18%
012-095-_____	**SMPH- Expense**	49,907.06	203,737.70	24%

Special Funds

8/31/2023	Department	8/31/2023 Actual	Approved Budget	Percent Used
REVENUE	**COPS**			
033-000-33010	**INTEREST ON BANK DEPOSITS**	-	-	0%
033-000-39967	**COPS/AB 1913**	-	100,000.00	0%
Total:		**-**	**100,000.00**	0%
EXPENSE				
033-033-_____	**COPS- EXPENSE**	4,623.84	138,000.00	3%

8/31/2023	Department	8/31/2023 Actual	Approved Budget	Percent Used
REVENUE	**TRAFFIC**			
003-000-33010	**INTEREST ON BANK DEPOSITS**	-	-	0%
003-000-39100	**SECTION 2105**	3,758.13	22,500.00	17%
003-000-39110	**SECTION 2107-5**	1,000.00	1,000.00	100%
003-000-39120	**SECTION 2107**	5,246.24	30,300.00	17%
003-000-39130	**SECTION 2106**	3,243.15	19,500.00	17%
003-000-39135	**MISC/PROP 42**	7,375.95	34,200.00	22%
003-000-39137	**TRAFFIC CONGESTION RELIEF**	-	-	0%
003-000-39139	**SB1**	7,381.25	84,100.00	9%
Total:		**28,004.72**	**191,600.00**	15%
EXPENSE				
003-030-_____	**GAS TAX**	18,183.69	218,937.80	8%

Monthly Budget Report
Month of September 2023

General Fund-
Revenue

9/30/2023	Revenue	Actual	Approved Budget	Percent Received
001-000-31010	PROPERTY TAXES SECURED	-	540,000.00	0%
001-000-31020	PROPERTY TAXES UNSECURED	-	45,000.00	0%
001-000-31030	PROPERTY TAXES PRIOR YR.	-	10,000.00	0%
001-000-31050	PROPERTY TAX HOMEOWNERS	-	1,000.00	0%
001-000-31060	PROP TAX MISC	-	21,000.00	0%
001-000-31065	VLF SWAP/PROP TX IN LIEU	-	350,000.00	0%
001-000-31066	VEHICLE LIC FEE IN EXCESS	-	3,700.00	0%
001-000-31120	SALES TAX	396,564.93	5,000,000.00	8%
001-000-31126	DWP WTR AGREEMENT PAYMNT	232,799.00	232,799.00	100%
001-000-31128	SALES TX 1/2%-PUBLIC SAF	-	10,000.00	0%
001-000-31130	TRANSIENT OCCUPANCY TAX	240,381.60	2,750,000.00	9%
001-000-31131	TOT PENALTIES	-	-	0%
001-000-31132	TOT PRIOR YR	54,408.30	-	0%
001-000-31150	REAL PROPERTY TRANSFER	1,255.66	8,500.00	15%
001-000-32010	BUSINESS LICENSES	(1,920.20)	62,000.00	-3%
001-000-32011	BL PENALTIES	-	-	0%
001-000-32015	SHORT-TERM RENTALS	-	1,500.00	0%
001-000-32020	SB 1186/ADA	-	-	0%
001-000-32030	PARKING PERMITS	1,550.00	3,400.00	46%
001-000-32035	TENTATIVE MAP PERMITS	-	-	0%
001-000-32040	USE PERMITS	-	3,500.00	0%
001-000-32041	ENVIRONMENTAL APP FEE	-	3,500.00	0%
001-000-32050	BUILDING PERMITS	27,969.71	90,000.00	31%
001-000-32051	PLAN CHECK FEE	100.00	3,300.00	3%
001-000-32080	ELECTRICAL FRANCHISE	-	32,000.00	0%
001-000-32081	CELL TOWER FRANCHISE	7,000.00	31,500.00	22%
001-000-32090	TV FRANCHISE	-	10,000.00	0%
001-000-33010	INTEREST ON BANK DEPOSITS	-	11,000.00	0%
001-000-33020	RENTAL OF REAL PROPERTY	26,754.97	100,000.00	27%
001-000-34010	MOTOR VEHICLE IN LIEU	-	-	0%
001-000-34015	MTR VEH LIC FEE 11005.7	-	-	0%
001-000-34040	REIMB. HIGHWAY SWEEPING	4,416.66	53,000.00	8%
001-000-34041	HWY 6 TRASH	3,750.00	45,000.00	8%
001-000-34045	RSTP	-	-	0%
001-000-34046	DOC/RECYCLING GRANT	-	5,000.00	0%
001-000-34047	REIMB FROM BUSD	-	-	0%
001-000-34049	DWP TREE SPONSORSHIP	-	-	0%
001-000-34050	MISC REVENUE CAPITAL REPLACE	31,331.00	31,331.00	100%
001-000-34079	FIRE EMS FUNDING	-	10,500.00	0%
001-000-34080	REIMB. RFD W/COMP.	-	-	0%
001-000-34081	SALARY REIMB FRM RF DIST	-	-	0%
001-000-34082	MISC REIM FROM RF DIST	-	-	0%
001-000-34083	FIRE INSPECTION FEES	1,242.63	15,000.00	8%
001-000-34094	LOCAL RESPONSE_STANDBY	-	1,000.00	0%

001-000-34095	STRIKE TEAM	82,326.18	120,000.00	69%
001-000-34110	COURT RESTITUTIONS	-	500.00	0%
001-000-34111	ORDINANCE ENFORCEMENT	-	-	0%
001-000-34116	DOJ-BULLET PRF VEST GRNT	-	2,000.00	0%
001-000-34120	PEACE OFFICERS TRAINING	522.27	18,000.00	3%
001-000-34121	RAN REIMB	-	10,000.00	0%
001-000-34122	DVROS-STATE	-	-	0%
001-000-34124	BUDGET ACT 2013/LAW ENF	-	-	0%
001-000-34125	PARKING CITATIONS	983.50	6,000.00	16%
001-000-34126	TOW FEE	625.00	1,765.00	35%
001-000-34140	DISPATCH CONTRACTS	-	7,200.00	0%
001-000-34141	PD Grants	-	-	0%
001-000-34145	4850 PAY REIMB	-	-	0%
001-000-34160	911 REIM-STATE	-	-	0%
001-000-35020	STRONG MOTION INST. PROG	230.37	1,000.00	23%
001-000-35060	CBSC/BLDG PERMIT	74.00	250.00	30%
001-000-36010	SALE OF PERSONAL PROP.	-	-	0%
001-000-36020	INS. REFUNDS & DIVIDENDS	-	-	0%
001-000-36025	FORFEITURE OF DEPOSITS	-	-	0%
001-000-36020	INS. REFUNDS & DIVIDENDS	-	-	0%
001-000-36030	MISCELLANEOUS	92.85	13,700.00	1%
001-000-36031	RETIREE MED COPAY	1,764.00	3,100.00	57%
001-000-36040	FINGERPRINTING & REPORTS	5,670.00	25,000.00	23%
001-000-36041	SUBPOENAS	-	-	0%
001-000-36042	AB109/REALIGNMENT	-	50,000.00	0%
001-000-36070	CIVIC ARTS	-	-	0%
001-000-36074	SUMMER PROGRAM TUITION	21,340.00	61,500.00	35%
001-000-36075	KIND ACTIVITY FEE	-	-	0%
001-000-36076	KIND TUITION	-	-	0%
001-000-36077	ASP ACTIVITY FEE	-	-	0%
001-000-36078	AFTER SCHOOL PROGRAM	24,122.50	98,000.00	25%
001-000-36079	GYMNASTICS CLUB	-	-	0%
001-000-36089	CHILDRENS DAY OF ARTS	-	-	0%
001-000-37010	SPECIAL EVENT INSURANCE	-	-	0%
001-000-39240	TENNIS	-	-	0%
001-000-39250	SOFTBALL	910.31	16,000.00	6%
001-000-39251	SOCCER	4,300.00	5,560.00	77%
001-000-39255	VOLLEYBALL	-	-	0%
001-000-39260	BASKETBALL	-	-	0%
001-000-39270	AEROBIC,DANCE,ZUMBA	-	500.00	0%
001-000-39275	FACILITY RENTAL FEE	335.00	4,000.00	8%
001-000-39278	TREE DEDICATION	220.00	-	0%
001-000-39280	YOUTH PROGRAM	150.00	3,200.00	5%
001-000-39281	GYMNASTICS	9,424.00	21,000.00	45%
001-000-39283	PAGEANT	-	-	0%
001-000-39289	POOL-LIFEGRD RECERT	-	-	0%
001-000-39290	POOL-PUBLIC SWIM	16,095.00	20,000.00	80%
001-000-39291	POOL RENTALS	4,132.00	15,000.00	28%

001-000-39292	POOL-SWIM LESSONS	832.00	24,000.00	3%
001-000-39293	POOL-CONCESSIONS	1,380.00	1,800.00	77%
001-000-39294	POOL-WATER FITNESS	3,355.00	5,000.00	67%
001-000-39297	YOUTH ATHLETICS	(115.00)	500.00	-23%
001-000-39710	FINES & FOREFEITURES	-	4,500.00	0%
001-000-39722	TUT MEASURE A	-	-	0%
001-000-39925	CITY COST PLAN	-	-	0%
001-000-39990	OTHER FINANCE SOURCES	-	-	0%
001-000-39995	CITY COST PLAN	-	-	0%
001-000-39999	REVENUE-TRANS IN	-	500,000.00	0%
001-000-40000	Caltrans Sustainable Grant	-	-	0%
001-000-40001	SB2 Housing & Community	-	-	0%
001-000-40002	PROP 68 Green	-	100,000.00	0%
001-000-40003	Playground Grant	-	-	0%
001-000-40004	COVID-19 Funding	-	-	0%
001-000-40005	LEAP GRANT	-	-	0%
001-000-40006	REAP GRANT	-	-	0%
	Total- Revenue	**1,206,373.24**	**10,623,605.00**	**11%**

General Fund-Expenses

9/30/2023	Department	9/30/2023 Actual	Approved Budget	Percent Used	Approved Budget Independent of CCP	Percent Used Independent of CCP
001-010-_____	City Council	58,932.15	181,010.10	33%	**216,430.00**	**27%**
001-011-_____	Administration	322,984.92	853,010.35	38%	**1,019,926.72**	**32%**
001-012-_____	Finance	100,774.77	302,757.89	33%	**362,001.24**	**28%**
001-013-_____	Treasurer	401.37	1,901.39	21%	1,901.39	21%
001-014-_____	Legal	38,174.98	157,996.89	24%	**185,000.00**	**21%**
001-015-_____	Insurance	362,142.00	304,429.50	119%	**364,000.00**	**99%**
001-016-_____	Building & Grounds	60,862.27	202,055.08	30%	202,055.08	30%
001-018_____	Elections	-	1,500.00	0%	1,500.00	0%
001-019-_____	Community Promotion	-	181,000.00	0%	181,000.00	0%
001-020-_____	Police Department	1,524,593.28	4,558,039.02	33%	4,558,039.02	33%
001-021-_____	Fire Department	94,529.84	971,730.16	10%	971,730.16	10%
001-022-_____	Building	6,646.93	126,863.00	5%	126,863.00	5%
001-023-_____	Street Maintenance	107,513.98	1,694,889.27	6%	1,694,889.27	6%
001-031-_____	Parks & Rec	256,405.16	1,238,049.40	21%	1,238,049.40	21%
001-034-_____	Planning	49,231.33	479,855.27	10%	479,855.27	10%
001-035-_____	After School Program	12,423.25	104,757.57	12%	104,757.57	12%
001-036-_____	After School Outside	-	-	0%	-	0%
001-037-_____	Pool	53,089.02	476,827.85	11%	476,827.85	11%
001-038-_____	Summer Camps	16,023.49	55,391.65	29%	55,391.65	29%
001-039-_____	Gymnastics Club	-	-	0%	-	0%
	Total General Fund	**3,064,728.74**	**11,892,064.39**	**26%**	**12,240,217.62**	**25%**

***City Cost Plan is budgeted within certain General Fund Departments and this figure skews budget to actual data. Budget data independent of City Cost Plan is included for reference.**

Enterprise Funds

9/30/2023	Department	9/30/2023 Actual	Approved Budget	Percent Used
	SEWER-REVENUE			
002-000-33010	**INTEREST ON BANK DEPOSITS**	-	9,300.00	0%
002-000-33020	**RENTAL OF REAL PROPERTY**	-	-	0%
002-000-39017	**SEWER MISCELLANEOUS**	4,401.08	13,100.00	34%
002-000-39020	**SEWER SERVICE COLLECTION**	358,988.39	1,265,000.00	28%
002-000-39023	**PENALTIES-SEWER SERVICE**	470.80	1,000.00	47%
002-000-39035	**SOLAR REBATES**	2,932.40	-	0%
002-000-39075	**REIMB FROM ESCSD**	1,673.20	-	0%
Total:		**368,465.87**	**1,288,400.00**	29%
002-051-_____	**Sewer- Expense**	239,418.90	1,638,552.54	15%

9/30/2023	Department	9/30/2023 Actual	Approved Budget	Percent Used
	WATER-REVENUE			
004-000-33010	**INTEREST ON BANK DEPOSITS**	-	10,000.00	0%
004-000-33020	**RENTAL OF REAL PROPERTY**	-	-	0%
004-000-39012	**WATER SERVICE COLLECTION**	283,789.10	1,028,000.00	28%
004-000-39013	**PENALTIES-WATER SERVICE**	374.04	900.00	42%
004-000-39017	**WATER MISCELLANEOUS**	2,747.00	10,900.00	25%
004-000-39019	**BACKFLOW FEE**	-	-	0%
004-000-39035	**SOLAR REBATES**	-	-	0%
Total:		**286,910.14**	**1,049,800.00**	27%
004-050-_____	**Water- Expense**	260,016.16	1,362,046.87	19%

9/30/2023	Department	9/30/2023 Actual	Approved Budget	Percent Used
	SMHP-REVENUE			
012-000-33010	**INTEREST ON BANK DEPOSITS**	-	2,800.00	0%
012-000-39735	**UTILITY CLEARING ACCOUNT**	10,115.00	38,400.00	26%
012-000-39750	**RENTS-ASSISTED UNITS**	1,674.00	6,600.00	25%
012-000-39760	**RENTS-UNASSISTED UNITS**	25,335.00	100,440.00	25%
012-000-39811	**MISC**	-	-	0%
012-000-39812	**GAIN ON SALE**	-	-	0%
Total:		**37,124.00**	**148,240.00**	25%
012-095-_____	**SMPH- Expense**	59,295.17	203,737.70	29%

Special Funds

9/30/2023	Department	9/30/2023 Actual	Approved Budget	Percent Used
REVENUE	**COPS**			
033-000-33010	**INTEREST ON BANK DEPOSITS**	-	-	0%
033-000-39967	**COPS/AB 1913**	-	100,000.00	0%
Total:		**-**	**100,000.00**	0%
EXPENSE				
033-033-_____	**COPS- EXPENSE**	9,699.42	138,000.00	7%

9/30/2023	Department	9/30/2023 Actual	Approved Budget	Percent Used
REVENUE	**TRAFFIC**			
003-000-33010	**INTEREST ON BANK DEPOSITS**	-	-	0%
003-000-39100	**SECTION 2105**	3,758.13	22,500.00	17%
003-000-39110	**SECTION 2107-5**	1,000.00	1,000.00	100%
003-000-39120	**SECTION 2107**	5,246.24	30,300.00	17%
003-000-39130	**SECTION 2106**	3,243.15	19,500.00	17%
003-000-39135	**MISC/PROP 42**	7,375.95	34,200.00	22%
003-000-39137	**TRAFFIC CONGESTION RELIEF**	-	-	0%
003-000-39139	**SB1**	15,522.74	84,100.00	18%
Total:		**36,146.21**	**191,600.00**	19%
EXPENSE				
003-030-_____	**GAS TAX**	25,467.42	218,937.80	12%

Report Criteria:
Print Outstanding Checks and Deposits and Bank and Book Adjustments

Eastern Sierra Checking (Eastern Sierra Checking) (1)
August 31, 2023

Account: 99900010110
Bank Account Number: 006107370

Bank Statement Balance:	2,069,713.07	Book Balance Previous Month:	1,896,142.86
Outstanding Deposits:	91,570.48	Total Receipts:	1,292,697.34
Outstanding Checks:	119,830.19	Total Disbursements:	1,145,696.12
Bank Adjustments:	1,690.72	Book Adjustments:	.00
Bank Balance:	2,043,144.08	Book Balance:	2,043,144.08

Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
19	280.00	1137	370.00-	1234	558.40	1251	87,139.37
1057	101.00	1159	64.00-	1245	945.25	1252	118.00
1110	565.46	1213	185.00-	1246	82.00	1256	2,400.00
						Total:	91,570.48

Deposits cleared: 94 items Deposits Outstanding: 12 items

Outstanding Checks

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
1092	19.83	8752	110.82	9177	129.52	9281	8,877.90
1639	38.00	8760	206.65	9199	3,839.12	9282	1,221.00
1644	38.00	8790	49.95	9213	385.94	9285	59.75
2443	165.48	8859	385.26	9219	836.22	9286	6,000.00
3849	74.99	8870	24.05	9222	206.65	9290	295.03
4696	1,623.97	8918	70.30	9229	7,493.90	9291	2,624.13
4738	250.29	8927	85.24	9239	350.00	9293	98.94
4877	6,920.00	8938	295.65	9242	11,353.50	9294	280.00
5119	457.64	8947	541.04	9243	400.00	9295	277.50
5546	119.89	8953	307.52	9247	670.32	9298	156.14
6366	313.36	8959	527.55	9252	77.57	9301	385.94
6412	100.00	9053	458.48	9253	234.43	9306	51.80
6693	48.03	9060	289.51	9256	486.89	9307	5,589.01
6777	164.50	9066	499.76	9258	368.25	9308	361.05
6810	442.73	9067	309.34	9262	333.39	9313	543.71
6948	668.91	9079	51.80	9263	390.44	9314	526.40
7108	4,602.50	9080	5,690.11	9264	426.41	9315	65.78
7179	46.17	9117	1,300.00	9265	316.40	9316	1,180.00
7258	144.96	9145	285.91	9266	538.55	9317	2,826.34
7412	18.58	9152	339.25	9267	591.02	9318	908.02
7420	18.58	9166	835.28	9269	55.41	9319	326.25
7704	36.94	9170	271.97	9272	508.85	9320	4,944.15
7859	1,076.50	9171	779.72	9275	1,031.77	9321	530.52
8324	66.50	9176	1,037.30	9278	132.00	9322	2,763.52

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
9323	848.32	9327	2,230.02	9331	54.02	9335	7,696.78
9324	48.71	9328	136.99	9332	66.15	75403	8.00
9325	977.65	9329	365.47	9333	581.03	714232	2,135.12-
9326	497.23	9330	4,129.69	9334	67.01		
						Total:	119,830.19

Checks cleared: 286 items Checks Outstanding: 111 items

Bank Adjustments

Description	Amount	Description	Amount
J Scida Wages Paid and Owed Back to	1,690.71	Recon off by 0.01	.01
		Total:	1,690.72

Book Adjustments

No book adjustments found!

Report Criteria:
Print Outstanding Checks and Deposits and Bank and Book Adjustments

CITY OF BISHOP
COMBINED CASH
AUGUST 31, 2023

COMBINED CASH ACCOUNTS

999-000-10110	CASH IN BANK	2,038,523.60
999-000-10111	LAIF INVESTMENT	14,861,709.61
999-000-10112	CASH EASTERN SIERRA BANK	.00
999-000-10113	CASH IN COUNTY TREASURY	132,270.70
999-000-10115	CASH IN BANK XPRESS BILLPAY	28,120.84
999-000-10175	CASH CLEARING UTILITIES	19,999.25
999-000-10176	BUSINESS CASH CLEARING	4.10
	TOTAL COMBINED CASH	17,080,628.10
999-000-10100	CASH ALLOCATED TO FUNDS	(17,080,628.10)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	7,620,575.35
2	ALLOCATION TO SEWER FUND	2,712,191.30
3	ALLOCATION TO GAS TAX	365,936.96
4	ALLOCATION TO WATER FUND	2,636,265.04
5	ALLOCATION TO RFPD	818,685.24
6	ALLOCATION TO IMBC FIDUCIARY	.00
7	ALLOCATION TO LOCAL TRANSPORTATION FUND	116,972.11
8	ALLOCATION TO BOND AND TRUST FUND	13,320.10
9	ALLOCATION TO TRAFFIC SAFETY	8,141.29
10	ALLOCATION TO TUT MEASURE A	1,165,449.65
11	ALLOCATION TO ASSET FORFEITURE	6,722.63
12	ALLOCATION TO SUNRISE MHP	368,905.00
13	ALLOCATION TO GENERAL FIXED ASSETS	.00
15	ALLOCATION TO WATER IMPROVEMENT	.00
18	ALLOCATION TO FUND 018	.00
19	ALLOCATION TO STREETS-SIDEWALK IMPROVEMENT	500,000.00
21	ALLOCATION TO CANINE DONATION	8,012.54
22	ALLOCATION TO HEAVY EQUIPMENT REPLACEMENT	.00
23	ALLOCATION TO PROPERTY/HOUSING DEVELOPMENT	.00
29	ALLOCATION TO FUND 029	.00
33	ALLOCATION TO C.O.P.S.	178,521.72
37	ALLOCATION TO HOME FUNDS/WILLOW ST	100,302.76
54	ALLOCATION TO STIP E. LINE ST. BRIDGE REPL.	314,404.93
57	ALLOCATION TO SEIBU TO SCHL BIKE PATH	.00
58	ALLOCATION TO PINE TO PARK/STIP	.00
59	ALLOCATION TO WEST JAY STREET	.00
60	ALLOCATION TO STIP-SPRUCE/YANEY/HANBY	.00
61	ALLOCATION TO E. LINE ST. IMPROVEMENTS	.00
62	ALLOCATION TO PLAYGROUND EQUIPMENT PROJECT	.00
70	ALLOCATION TO HOME OWNER ASSIST PRGM	128,100.00
71	ALLOCATION TO SILVER PEAK/IMACA	.00
72	ALLOCATION TO VALLEY APTS/13 CDBG 8972	18,121.48

TOTAL ALLOCATIONS TO OTHER FUNDS	17,080,628.10
ALLOCATION FROM COMBINED CASH FUND - 999-000-10100	(17,080,628.10)
ZERO PROOF IF ALLOCATIONS BALANCE	.00

INVESTMENT PORTFOLIO FOR THE CITY OF BISHOP

MONTH OF AUGUST 2023

STATEMENT PERIOD	ACCT TYPE	BALANCE	AVERAGE MONTHLY YIELD
AUGUST 2023	LAIF	$14,861,709.55	3.434%

PMIA/LAIF Performance Report as of 09/06/23

Quarterly Performance Quarter Ended 06/30/23

LAIF Apportionment Rate[2]:	3.15
LAIF Earnings Ratio[2]:	0.00008636172883763
LAIF Administrative Cost[1]*:	0.06
LAIF Fair Value Factor[1]:	0.984828499
PMIA Daily[1]:	3.26
PMIA Quarter to Date[1]:	3.01
PMIA Average Life[1]:	260

PMIA Average Monthly Effective Yields[1]

August	**3.434**
July	3.305**
June	3.167
May	2.993
April	2.870
March	2.831

Pooled Money Investment Account Monthly Portfolio Composition [1] 07/31/23 $173.5 billion

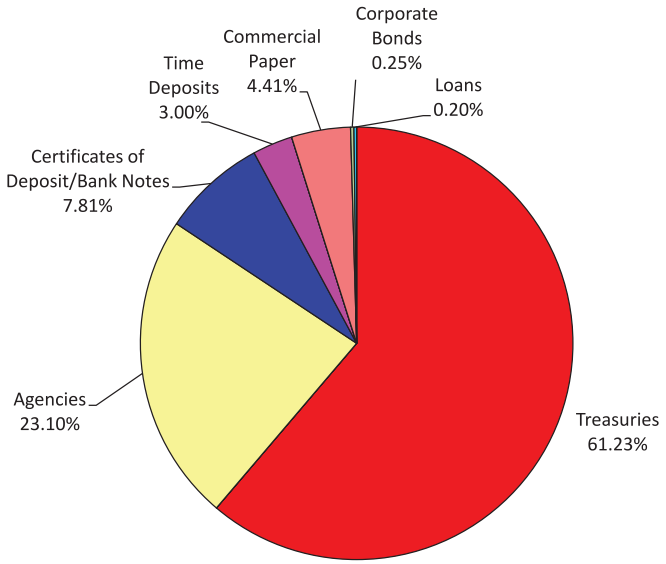


Chart does not include $2,786,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

Daily rates are now available here. View PMIA Daily Rates

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

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

*** Revised*

Source:
[1] State of California, Office of the Treasurer
[2] State of Calfiornia, Office of the Controller

California State Treasurer
Fiona Ma, CPA



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

September 14, 2023

LAIF Home
PMIA Average Monthly Yields

CITY OF BISHOP

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

Tran Type Definitions

Account Number: 98-14-086

August 2023 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	14,861,709.55
Total Withdrawal:	0.00	Ending Balance:	14,861,709.55

CALIFORNIA STATE TREASURER
FIONA MA, CPA

PMIA Daily Effective Yield

Date	Daily	Quarter to Date	Average Maturity
09/13/23	3.50	3.39	238
09/12/23	3.49	3.39	239
09/11/23	3.47	3.39	240
09/10/23	3.48	3.38	240
09/09/23	3.48	3.38	240
09/08/23	3.48	3.38	240
09/07/23	3.49	3.38	239
09/06/23	3.48	3.38	239
09/05/23	3.47	3.38	240
09/04/23	3.48	3.38	243
09/03/23	3.48	3.37	243
09/02/23	3.48	3.37	243
09/01/23	3.48	3.37	243
08/31/23	3.52	3.37	237
08/30/23	3.49	3.37	233
08/29/23	3.49	3.36	235
08/28/23	3.50	3.36	235
08/27/23	3.52	3.36	234
08/26/23	3.52	3.36	234
08/25/23	3.52	3.35	234
08/24/23	3.52	3.35	235
08/23/23	3.49	3.35	238
08/22/23	3.47	3.35	240
08/21/23	3.47	3.34	242
08/20/23	3.47	3.34	245
08/19/23	3.47	3.34	245
08/18/23	3.47	3.34	245
08/17/23	3.46	3.33	246
08/16/23	3.44	3.33	249
08/15/23	3.43	3.33	251
08/14/23	3.38	3.33	246
08/13/23	3.39	3.32	247
08/12/23	3.39	3.32	247
08/11/23	3.39	3.32	247
08/10/23	3.39	3.32	248
08/09/23	3.37	3.32	249
08/08/23	3.36	3.32	250

*Daily yield does not reflect capital gains or losses

Updated: 9/13/20

CALIFORNIA STATE TREASURER
FIONA MA, CPA

PMIA Daily Effective Yield

Date	Daily	Quarter to Date	Average Maturity
08/07/23	3.36	3.32	251
08/06/23	3.36	3.32	254
08/05/23	3.36	3.31	254
08/04/23	3.36	3.31	254
08/03/23	3.37	3.31	253
08/02/23	3.37	3.31	254
08/01/23	3.38	3.31	254

*Daily yield does not reflect capital gains or losses

Updated: 9/13/20

TO: City Council/City Administrator
FROM: Assistant Finance Director
DATE: September 14, 2023
SUBJECT: Approval of Warrant Registers for the Month of August 2023

Commercial Warrants Check# 8904, 9092, 9101, 9112, 9128-9179, 9181-9210, 9212-9304, 9306-9308, 9310-9335	$566,228.03
Manual Checks & Payroll Warrants	$579,468.09
TOTAL	$1,145,696.12

Journal	Payee or Description	Date	Check Number	Amount
CD	Derr B of A Credit Card payment August 2023	08/24/2023	1	2,554.98
CD	Gamino B of A Credit Card payment August 2023	08/24/2023	2	4,777.93
CD	Picken B of A Credit Card payment August 2023	08/24/2023	3	288.91
CD	Paymentech Fee July 2023	08/03/2023	4	484.29
CD	Paymentech Fee July 2023	08/03/2023	5	1,854.54
CD	Xpress Bill Pay Fee July 2023	08/08/2023	6	637.99
CD	R Kimball Chargeback - Initially in 8/9 Deposit	08/11/2023	7	105.00
CD	CALPERS RETIREE MEDICAL & ADJ - JULY BILL, AUGUST PREMIUM	08/31/2023	8	57,259.75
CD	CALPERS RETIREE MEDICAL & ADJ - AUG BILL,SEPT PREMIUM	08/31/2023	9	56,906.27
CD	CALPERS EPMC & ADJ - 06/26/2023 TO 7/09/2023	08/31/2023	10	2,190.51
CD	CALPERS LATE FEE - 06/26/2023 TO 7/09/2023	08/31/2023	11	200.00
CD	CALPERS ARREARS PAYMENT - LUCILA TERRASAS	08/31/2023	12	9,414.47
CD	CALPERS EPMC & ADJ - 07/10/23 TO 7/23/23	08/31/2023	13	1,687.40
CD	CALPERS EPMC & ADJ - 07/24/23 TO 8/06/23	08/31/2023	14	2,495.51
CD	CALPERS EPMC & ADJ - 08/07/23 TO 8/20/23	08/31/2023	15	1,037.74
CD	CALPERS GASB 68 Reporting Services Fee	08/31/2023	16	2,450.00
CD	Dell B of A Credit card payment August 2023	08/31/2023	17	5,829.04
CD	Paymentech Deposit Charge 8/15 DOS	08/17/2023	18	370.00
CD	Dishion B of A Credit Card payment August 2023	08/31/2023	19	1,208.29
CD	McElroy B of A Credit Card payment August 2023	08/31/2023	20	1,262.35
CD	Poole B of A Credit Card payment August 2023	08/31/2023	21	3,781.86
CDA	INFORMER SYSTEMS	08/25/2023	8904	4,836.00-
CDA	BISHOP AUTOMOTIVE CENTER	08/08/2023	9092	1,211.88-
CDA	HEARTSMART.COM	08/09/2023	9101	3,187.47-
CDA	Robin Ludovico	08/01/2023	9112	425.50-
CDA	AIRMEDCARE NETWORK	08/03/2023	9128	14.00
CDA	ALLIANT INSURANCE SERVICES, INC.	08/03/2023	9129	1,615.00
CDA	Aris Electric	08/03/2023	9130	692.00
CDA	Behavioral Analysis Training Inc.	08/03/2023	9131	575.00
CDA	BISHOP HEATING & AIR CONDITIONING INC.	08/03/2023	9132	135.00
CDA	BISHOP LOCKSMITH	08/03/2023	9133	17.40
CDA	BRADY INDUSTRIES OF CALIFORNIA, LLC	08/03/2023	9134	835.16
CDA	CARMICHAEL BUSINESS TECH.	08/03/2023	9135	126.00
CDA	Carrillo Electric	08/03/2023	9136	1,190.13
CDA	DEPT OF JUSTICE	08/03/2023	9137	32.00
CDA	DEPT OF WATER AND POWER	08/03/2023	9138	7,046.40
CDA	FRONTIER	08/03/2023	9139	530.15
CDA	GRAINGER	08/03/2023	9140	176.60
CDA	HANSON BRIDGETT LLP	08/03/2023	9141	680.00
CDA	HIGH COUNTRY LUMBER	08/03/2023	9142	978.96
CDA	INYO COUNTY INFORMATION SERVICES	08/03/2023	9143	1,593.25
CDA	INYO REGISTER	08/03/2023	9144	62.65
CDA	L.N. CURTIS & SONS	08/03/2023	9145	285.91
CDA	LUMOS AND ASSOCIATES, INC.	08/03/2023	9146	7,476.07
CDA	OWENS VALLEY PEST	08/03/2023	9147	3,300.00
CDA	PILOT THOMAS LOGISTICS	08/03/2023	9148	4,229.85
CDA	PREFERRED SEPTIC	08/03/2023	9149	3,867.67
CDA	QUILL CORP	08/03/2023	9150	321.40
CDA	RIGHT WAY POOL & SPA	08/03/2023	9151	524.91
CDA	Robin Ludovico	08/03/2023	9152	339.25
CDA	SOUTHERN CALIFORNIA EDISON	08/03/2023	9153	4,100.36
CDA	TARGET SPECIALTY PRODUCTS	08/03/2023	9154	972.68
CDA	UNDERGROUND SERVICE ALERT	08/03/2023	9155	22.25
CDA	US Foods, Inc.	08/03/2023	9156	928.82
CDA	VERIZON WIRELESS	08/03/2023	9157	743.69
CDA	WESTERN NEVADA SUPPLY CO.	08/03/2023	9158	2,082.12
CDA	ZOLL MEDICAL CORPORATION	08/03/2023	9159	1,072.14
CDP	ELLIS, JAMES V.	08/11/2023	9160	234.43

Journal	Payee or Description	Date	Check Number	Amount
CDP	SANTANA, FRANCISCO	08/11/2023	9161	1,178.57
CDP	SWANSON, DARBY	08/11/2023	9162	1,013.96
CDP	NAVALES, RYAN	08/11/2023	9163	335.48
CDP	ELIA, SLOAN	08/11/2023	9164	1,012.34
CDP	LOWDEN, ISAIAH	08/11/2023	9165	1,005.24
CDP	FITT, ASHLEY	08/11/2023	9166	835.28
CDP	JACKSON, THOMAS E.	08/11/2023	9167	642.01
CDP	RAMOS, ANTHONY	08/11/2023	9168	414.30
CDP	POOL, PRESTON	08/11/2023	9169	280.74
CDP	MADERA, JOCELYN	08/11/2023	9170	271.97
CDP	LEMONS, JORDAN	08/11/2023	9171	779.72
CDP	VAUGHAN, ELLA	08/11/2023	9172	298.76
CDP	KALK, PEYTON	08/11/2023	9173	228.23
CDP	CARR, PRESLEY	08/11/2023	9174	594.48
CDP	GRAVES, KANO	08/11/2023	9175	1,065.49
CDP	COKELEY, BRYCE	08/11/2023	9176	1,037.30
CDP	CURRIE, TAYLOR	08/11/2023	9177	129.52
CDP	TURMAN, MYLEE	08/11/2023	9178	188.39
CDP	ENNIS, JERRY	08/11/2023	9179	719.40
CDP	ENNIS, KAREN	08/11/2023	9181	642.01
CDP	DERR, LEVI	08/11/2023	9182	981.86
CDA		08/10/2023	9183	711.32
CDA	Best Best & Krieger	08/10/2023	9184	1,251.90
CDA	BISHOP PAIUTE TRIBAL	08/10/2023	9185	24.00
CDA	Bishop Waste Disposal	08/10/2023	9186	2,648.50
CDA	BROWN'S SUPPLY	08/10/2023	9187	343.40
CDA	BSK ASSOCIATES	08/10/2023	9188	910.00
CDA	COMMUNITY PRINTING	08/10/2023	9189	374.10
CDA	D5 Powersports	08/10/2023	9190	6.47
CDA	DEPT OF WATER AND POWER	08/10/2023	9191	1,673.42
CDA	DiscountCell Inc.	08/10/2023	9192	2,443.05
CDA	EMPLOYMENT DEVELOPMENT	08/10/2023	9193	8,020.00
CDA	ENTERPRISE	08/10/2023	9194	3,343.40
CDA	FEDEX	08/10/2023	9195	7.18
CDA	FRONTIER	08/10/2023	9196	316.80
CDA	HUNT PROPANE, INC.	08/10/2023	9197	1,014.30
CDA	Jarvis Construction	08/10/2023	9198	2,129.78
CDA	L.N. CURTIS & SONS	08/10/2023	9199	3,839.12
CDA	MANOR TRUE VALUE HARDWARE	08/10/2023	9200	32.97
CDA	MISSION LINEN & UNIFORM	08/10/2023	9201	235.70
CDA	OWENS VALLEY PEST	08/10/2023	9202	360.00
CDA	PILOT THOMAS LOGISTICS	08/10/2023	9203	2,337.99
CDA	QUILL CORP	08/10/2023	9204	140.04
CDA	RAMONS AUTO DETAIL	08/10/2023	9205	350.00
CDA	RIGHT WAY POOL & SPA	08/10/2023	9206	1,164.77
CDA	SIERRA SECURITY SYSTEMS	08/10/2023	9207	174.00
CDA	SOUTHERN CALIFORNIA EDISON	08/10/2023	9208	1,877.02
CDA	THE FED-UP STORE	08/10/2023	9209	647.95
CDA	US Foods, Inc.	08/10/2023	9210	426.24
CDP	LUDOVICO, ROBIN	08/11/2023	9212	2,921.49
CDPT	AMERICAN FIDELITY	08/11/2023	9213	385.94
CDPT	BPOA	08/11/2023	9214	840.00
CDPT	CALIFORNIA STATE DISBURSEMENT UNIT	08/11/2023	9215	369.23
CDPT	US BANK TRUST WESTERN REGION	08/11/2023	9216	2,639.08
CDA		08/17/2023	9217	711.32
CDA	AMERICAN WATER WORKS	08/17/2023	9218	487.00
CDA	AT&T Mobility LLC	08/17/2023	9219	836.22
CDA	BISHOP CHAMBER OF COMMERCE	08/17/2023	9220	37,500.00

Journal	Payee or Description	Date	Check Number	Amount
CDA	BISHOP HEATING & AIR CONDITIONING INC.	08/17/2023	9221	535.44
CDA	BSK ASSOCIATES	08/17/2023	9222	206.65
CDA	CA JPIA	08/17/2023	9223	2,265.00
CDA	CALIFORNIA BROADBAND	08/17/2023	9224	168.00
CDA	CANON FINANCIAL SERVICES	08/17/2023	9225	1,745.56
CDA	CARMICHAEL BUSINESS TECH.	08/17/2023	9226	303.86
CDA	CASELLE, INC.	08/17/2023	9227	2,102.00
CDA	Cole Huber LLP	08/17/2023	9228	1,036.00
CDA	EASTERN SIERRA ARTISTS DBA C5 CAC	08/17/2023	9229	7,493.90
CDA	EASTERN SIERRA TRI-COUNTY	08/17/2023	9230	50,000.00
CDA	FRONTIER	08/17/2023	9231	149.76
CDA	GRAINGER	08/17/2023	9232	1,340.07
CDA	INYO COUNTY RECYCLING & WASTE MANAGEMENT	08/17/2023	9233	278.25
CDA	JONES & MAYER LAW OFFICE	08/17/2023	9234	16,767.75
CDA	MANOR TRUE VALUE HARDWARE	08/17/2023	9235	259.11
CDA	MR. K. AUTOMOTIVE SERVICE INC.	08/17/2023	9236	322.49
CDA	MUNICIPAL MAINT EQUIPMENT	08/17/2023	9237	471.93
CDA	OPTIMUM	08/17/2023	9238	1,094.62
CDA	PEREZ QUALITY TIRES	08/17/2023	9239	350.00
CDA	PTS	08/17/2023	9240	65.00
CDA	REVIZE, LLC	08/17/2023	9241	1,500.00
CDA	RIGHT WAY POOL & SPA	08/17/2023	9242	11,353.50
CDA	SIERRA ANALYTICAL LABS INC.	08/17/2023	9243	400.00
CDA	SOUTHERN CALIFORNIA EDISON	08/17/2023	9244	244.30
CDA	THE SHEET	08/17/2023	9245	120.00
CDA	TREETOP PRODUCTS INC.	08/17/2023	9246	4,419.31
CDA	US Foods, Inc.	08/17/2023	9247	670.32
CDA	VERIZON BUSINESS	08/17/2023	9248	145.20
CDA	WALTER MORTENSEN INS.	08/17/2023	9249	250.00
CDA	WESTERN NEVADA SUPPLY CO.	08/17/2023	9250	4,558.03
CDA	ZEE MEDICAL SERVICE CO#34	08/17/2023	9251	234.86
CDP	BOLING, WARREN J	08/25/2023	9252	77.57
CDP	ELLIS, JAMES V.	08/25/2023	9253	234.43
CDP	JACKSON, AVIS L.	08/25/2023	9254	66.50
CDP	SANTANA, FRANCISCO	08/25/2023	9255	1,127.96
CDP	SWANSON, DARBY	08/25/2023	9256	486.89
CDP	NAVALES, RYAN	08/25/2023	9257	335.48
CDP	LOWDEN, ISAIAH	08/25/2023	9258	368.25
CDP	WATTERSON, RUTH M.	08/25/2023	9259	263.20
CDP	JACKSON, THOMAS E.	08/25/2023	9260	657.41
CDP	POOL, PRESTON	08/25/2023	9261	140.38
CDP	MADERA, JOCELYN	08/25/2023	9262	333.39
CDP	LEMONS, JORDAN	08/25/2023	9263	390.44
CDP	VAUGHAN, ELLA	08/25/2023	9264	426.41
CDP	CARR, PRESLEY	08/25/2023	9265	316.40
CDP	GRAVES, KANO	08/25/2023	9266	538.55
CDP	COKELEY, BRYCE	08/25/2023	9267	591.02
CDP	TURMAN, MYLEE	08/25/2023	9268	348.13
CDP	GONZALEZ, ROBERT	08/25/2023	9269	55.41
CDP	ENNIS, JERRY	08/25/2023	9270	728.18
CDP	ENNIS, KAREN	08/25/2023	9271	657.41
CDP	DERR, LEVI	08/25/2023	9272	508.85
CDP	PACURA-BROWN, MICHAEL	08/25/2023	9273	775.86
CDA	ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	08/24/2023	9274	268.28
CDA	Bishop Area Bike Organization	08/24/2023	9275	1,031.77
CDA	BISHOP CHAMBER OF COMMERCE	08/24/2023	9276	153,860.87
CDA	CALIFORNIA BROADBAND	08/24/2023	9277	1,040.32
CDA	CARMICHAEL BUSINESS TECH.	08/24/2023	9278	132.00

Journal	Payee or Description	Date	Check Number	Amount
CDA	CHALLENGER SPORTS	08/24/2023	9279	2,600.00
CDA	DEPT OF JUSTICE	08/24/2023	9280	1,380.00
CDA	DEPT OF WATER AND POWER	08/24/2023	9281	8,877.90
CDA	Dominic Jahn	08/24/2023	9282	1,221.00
CDA	FRONTIER	08/24/2023	9283	576.95
CDA	HANSON BRIDGETT LLP	08/24/2023	9284	480.00
CDA	INYO COUNTY INFORMATION SERVICES	08/24/2023	9285	59.75
CDA	INYO MONO TITLE	08/24/2023	9286	6,000.00
CDA	ISU INSURANCE SERVICES	08/24/2023	9287	11,598.00
CDA	JANA CURRIE	08/24/2023	9288	714.39
CDA	MISSION LINEN & UNIFORM	08/24/2023	9289	421.39
CDA	MSA-DENTAL POOL	08/24/2023	9290	295.03
CDA	MUNICIPAL EMERGENCY SERV	08/24/2023	9291	2,624.13
CDA	PARS PHASE II SYSTEMS	08/24/2023	9292	1,497.34
CDA	QUILL CORP	08/24/2023	9293	98.94
CDA	RIO HONDO COLLEGE	08/24/2023	9294	280.00
CDA	ROBIN PICKEN	08/24/2023	9295	277.50
CDA	SOUTHERN CALIFORNIA EDISON	08/24/2023	9296	2,232.31
CDA	STEVE'S AUTO & TRUCK PART	08/24/2023	9297	1,307.40
CDA	VERIZON WIRELESS	08/24/2023	9298	156.14
CDA	VISION SERVICE PLAN	08/24/2023	9299	61.04
CDA	WESTERN NEVADA SUPPLY CO.	08/24/2023	9300	1,084.55
CDPT	AMERICAN FIDELITY	08/25/2023	9301	385.94
CDPT	AMERICAN FIDELITY	08/25/2023	9302	1,716.52
CDPT	BPOA	08/25/2023	9303	840.00
CDPT	CALIFORNIA STATE DISBURSEMENT UNIT	08/25/2023	9304	369.23
CDPT	COBEA	08/25/2023	9306	51.80
CDPT	MSA-DENTAL POOL	08/25/2023	9307	5,589.01
CDPT	TEXAS LIFE INSURANCE COMPANY	08/25/2023	9308	361.05
CDPT	U.S Bank PARS Account #: 6746050100	08/25/2023	9310	53,437.46
CDPT	US BANK TRUST WESTERN REGION	08/25/2023	9311	14,700.01
CDPT	US BANK TRUST WESTERN REGION	08/25/2023	9312	1,718.07
CDPT	VISION SERVICE PLAN	08/25/2023	9313	543.71
CDA	ARBA	08/31/2023	9314	526.40
CDA	BROWN'S SUPPLY	08/31/2023	9315	65.78
CDA	BSK ASSOCIATES	08/31/2023	9316	1,180.00
CDA	CARMICHAEL BUSINESS TECH.	08/31/2023	9317	2,826.34
CDA	CASCADE FIRE EQUIPMENT CO	08/31/2023	9318	908.02
CDA	COMMUNITY PRINTING	08/31/2023	9319	326.25
CDA	DEPT OF WATER AND POWER	08/31/2023	9320	4,944.15
CDA	FRONTIER	08/31/2023	9321	530.52
CDA	GRANICUS, INC.	08/31/2023	9322	2,763.52
CDA	INYO REGISTER	08/31/2023	9323	848.32
CDA	MANOR TRUE VALUE HARDWARE	08/31/2023	9324	48.71
CDA	MOUNTAIN APPAREL	08/31/2023	9325	977.65
CDA	MSA-DENTAL POOL	08/31/2023	9326	497.23
CDA	QUADIENT FINANCE USA, INC	08/31/2023	9327	2,230.02
CDA	QUILL CORP	08/31/2023	9328	136.99
CDA	RIGHT WAY POOL & SPA	08/31/2023	9329	365.47
CDA	SOUTHERN CALIFORNIA EDISON	08/31/2023	9330	4,129.69
CDA	ULINE ATTN: ACCOUNTS REC	08/31/2023	9331	54.02
CDA	VERIZON BUSINESS	08/31/2023	9332	66.15
CDA	VERIZON WIRELESS	08/31/2023	9333	581.03
CDA	VISION SERVICE PLAN	08/31/2023	9334	67.01
CDA	WESTERN AUDIO VISUAL	08/31/2023	9335	7,696.78
CDP	DIRECT DEPOSIT TOTAL	08/11/2023	92201	117,806.55
CDP	DIRECT DEPOSIT TOTAL	08/25/2023	92202	114,767.04
CDPT	PERS DEFERRED COMP	08/20/2023	71423204	2,135.12-

Journal	Payee or Description	Date	Check Number	Amount
CDPT	EMPLOYMENT DEV. DEPT.	08/11/2023	81123200	5,777.00
CDPT	GREAT-WEST LIFE & ANNUITY	08/11/2023	81123201	2,618.04
CDPT	IRS	08/11/2023	81123202	20,272.46
CDPT	PERS	08/11/2023	81123203	30,605.73
CDPT	PERS DEFERRED COMP	08/11/2023	81123204	1,864.63
CDPT	CALPERS MEDICAL	08/25/2023	82523200	70,060.34
CDPT	EMPLOYMENT DEV. DEPT.	08/25/2023	82523201	5,726.00
CDPT	GREAT-WEST LIFE & ANNUITY	08/25/2023	82523202	2,618.04
CDPT	IRS	08/25/2023	82523203	19,139.27
CDPT	PERS	08/25/2023	82523204	31,686.65
CDPT	PERS DEFERRED COMP	08/25/2023	82523205	1,864.63
Grand Totals:				1,145,696.12

Report Criteria:
Print Outstanding Checks and Deposits and Bank and Book Adjustments

Eastern Sierra Checking (Eastern Sierra Checking) (1)
September 30, 2023

Account: 99900010110
Bank Account Number: 006107370

Bank Statement Balance:	2,326,329.99	Book Balance Previous Month:	2,043,144.08
Outstanding Deposits:	222,050.06	Total Receipts:	1,091,904.70
Outstanding Checks:	169,924.52	Total Disbursements:	754,902.53
Bank Adjustments:	1,690.72	Book Adjustments:	.00
Bank Balance:	2,380,146.25	Book Balance:	2,380,146.25

Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
19	280.00	1159	64.00-	1221	210,152.99	1256	2,400.00
1057	101.00	1209	4,424.71	1222	2,274.00		
1110	565.46	1210	75.00	1223	1,837.50	Total:	222,050.06
1137	370.00-	1213	185.00-	1234	558.40		

Deposits cleared: 71 items Deposits Outstanding: 13 items

Outstanding Checks

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
1092	19.83	8790	49.95	9396	112.00	9450	15.00
1639	38.00	8859	385.26	9404	700.22	9451	875.66
1644	38.00	8870	24.05	9407	324.50	9452	229.95
2443	165.48	8918	70.30	9410	324.50	9453	1,208.32
3849	74.99	8959	527.55	9412	203.50	9454	5,548.01
4696	1,623.97	9066	499.76	9419	234.43	9455	860.02
4738	250.29	9067	309.34	9422	221.64	9456	942.00
4877	6,920.00	9079	51.80	9423	221.64	9457	512.48
5119	457.64	9176	1,037.30	9425	174.54	9458	575.00
5546	119.89	9177	129.52	9428	244.21	9459	7,792.47
6366	313.36	9267	591.02	9431	196.24	9460	1,152.33
6412	100.00	9275	1,031.77	9432	86.34	9461	4,640.00
6693	48.03	9306	51.80	9433	90.27	9462	52.16
6777	164.50	9316	1,180.00	9436	23.09	9463	17,135.50
6810	442.73	9336	213.33	9437	296.06	9464	150.00
6948	668.91	9337	234.43	9439	385.94	9465	1,507.04
7108	4,602.50	9342	87.73	9440	1,716.52	9466	13.93
7179	46.17	9345	154.23	9441	840.00	9467	2,095.67
7258	144.96	9349	78.50	9442	369.23	9468	210.00
7412	18.58	9353	105.28	9443	51.80	9469	469.34
7420	18.58	9354	114.05	9444	5,541.40	9470	1,497.34
7704	36.94	9355	175.46	9445	361.05	9471	350.00
7859	1,076.50	9357	15.00	9446	53,865.37	9472	1,093.32
8324	66.50	9380	840.00	9447	14,700.00	9473	396.75
8752	110.82	9387	475.76	9448	1,095.52	9474	434.00
8760	206.65	9395	75.00	9449	540.07	9475	2,598.96

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
9476	68.18	9478	8,910.00	9480	207.09	714232	2,135.12-
9477	589.76	9479	719.27	75403	8.00		
						Total:	169,924.52

Checks cleared: 173 items Checks Outstanding: 111 items

Bank Adjustments

Description	Amount	Description	Amount
J Scida wages paid and owed back to Cit	1,690.71	Recon off by 0.01	.01
		Total:	1,690.72

Book Adjustments

No book adjustments found!

Report Criteria:
Print Outstanding Checks and Deposits and Bank and Book Adjustments

CITY OF BISHOP
COMBINED CASH
SEPTEMBER 30, 2023

COMBINED CASH ACCOUNTS

999-000-10110	CASH IN BANK	2,375,525.77
999-000-10111	LAIF INVESTMENT	14,861,709.61
999-000-10112	CASH EASTERN SIERRA BANK	.00
999-000-10113	CASH IN COUNTY TREASURY	132,270.70
999-000-10115	CASH IN BANK XPRESS BILLPAY	29,628.19
999-000-10175	CASH CLEARING UTILITIES	20,703.78
999-000-10176	BUSINESS CASH CLEARING	(39.90)
	TOTAL COMBINED CASH	17,419,798.15
999-000-10100	CASH ALLOCATED TO FUNDS	(17,419,798.15)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	7,767,820.32
2	ALLOCATION TO SEWER FUND	2,767,470.55
3	ALLOCATION TO GAS TAX	368,247.39
4	ALLOCATION TO WATER FUND	2,662,624.96
5	ALLOCATION TO RFPD	898,114.31
6	ALLOCATION TO IMBC FIDUCIARY	.00
7	ALLOCATION TO LOCAL TRANSPORTATION FUND	116,972.11
8	ALLOCATION TO BOND AND TRUST FUND	52,116.61
9	ALLOCATION TO TRAFFIC SAFETY	8,141.29
10	ALLOCATION TO TUT MEASURE A	1,165,449.65
11	ALLOCATION TO ASSET FORFEITURE	6,722.63
12	ALLOCATION TO SUNRISE MHP	370,694.77
13	ALLOCATION TO GENERAL FIXED ASSETS	.00
15	ALLOCATION TO WATER IMPROVEMENT	.00
18	ALLOCATION TO FUND 018	.00
19	ALLOCATION TO STREETS-SIDEWALK IMPROVEMENT	500,000.00
21	ALLOCATION TO CANINE DONATION	8,012.54
22	ALLOCATION TO HEAVY EQUIPMENT REPLACEMENT	.00
23	ALLOCATION TO PROPERTY/HOUSING DEVELOPMENT	.00
29	ALLOCATION TO FUND 029	.00
33	ALLOCATION TO C.O.P.S.	171,993.18
37	ALLOCATION TO HOME FUNDS/WILLOW ST	100,302.76
54	ALLOCATION TO STIP E. LINE ST. BRIDGE REPL.	308,893.60
57	ALLOCATION TO SEIBU TO SCHL BIKE PATH	.00
58	ALLOCATION TO PINE TO PARK/STIP	.00
59	ALLOCATION TO WEST JAY STREET	.00
60	ALLOCATION TO STIP-SPRUCE/YANEY/HANBY	.00
61	ALLOCATION TO E. LINE ST. IMPROVEMENTS	.00
62	ALLOCATION TO PLAYGROUND EQUIPMENT PROJECT	.00
70	ALLOCATION TO HOME OWNER ASSIST PRGM	128,100.00
71	ALLOCATION TO SILVER PEAK/IMACA	.00
72	ALLOCATION TO VALLEY APTS/13 CDBG 8972	18,121.48

CITY OF BISHOP
COMBINED CASH
SEPTEMBER 30, 2023

TOTAL ALLOCATIONS TO OTHER FUNDS	17,419,798.15
ALLOCATION FROM COMBINED CASH FUND - 999-000-10100	(17,419,798.15)
ZERO PROOF IF ALLOCATIONS BALANCE	.00

INVESTMENT PORTFOLIO FOR THE CITY OF BISHOP

MONTH OF SEPTEMBER 2023

STATEMENT PERIOD	ACCT TYPE	BALANCE	AVERAGE MONTHLY YIELD
SEPTEMBER 2023	LAIF	$14,861,709.55	3.534%

PMIA/LAIF Performance Report as of 10/16/23

Quarterly Performance Quarter Ended 09/30/23

LAIF Apportionment Rate[2]:	3.59
LAIF Earnings Ratio[2]:	0.00009812538629360
LAIF Administrative Cost[1]*:	TBD
LAIF Fair Value Factor[1]:	0.986307739
PMIA Daily[1]:	3.48
PMIA Quarter to Date[1]:	3.42
PMIA Average Life[1]:	256

PMIA Average Monthly Effective Yields[1]

September	**3.534**
August	3.434
July	3.305**
June	3.167
May	2.993
April	2.870

Pooled Money Investment Account Monthly Portfolio Composition [1] 09/30/23 $156.4 billion

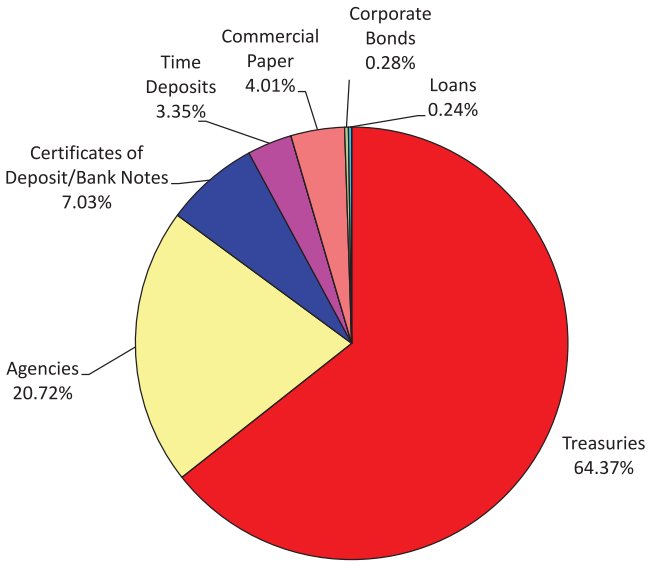


Chart does not include $2,444,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

Daily rates are now available here. View PMIA Daily Rates

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

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

*** Revised*

Source:
[1] State of California, Office of the Treasurer
[2] State of Calfiornia, Office of the Controller

California State Treasurer
Fiona Ma, CPA



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

October 17, 2023

LAIF Home
PMIA Average Monthly Yields

CITY OF BISHOP

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

Tran Type Definitions

Account Number: 98-14-086

September 2023 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	14,861,709.55
Total Withdrawal:	0.00	Ending Balance:	14,861,709.55

CALIFORNIA STATE TREASURER
FIONA MA, CPA

PMIA Daily Effective Yield

Date	Daily	Quarter to Date	Average Maturity
10/11/23	3.59	3.55	251
10/10/23	3.56	3.55	254
10/09/23	3.57	3.55	253
10/08/23	3.57	3.54	256
10/07/23	3.57	3.54	256
10/06/23	3.57	3.54	256
10/05/23	3.57	3.53	257
10/04/23	3.55	3.52	255
10/03/23	3.53	3.51	257
10/02/23	3.52	3.50	258
10/01/23	3.48	3.48	255
09/30/23	3.48	3.42	256
09/29/23	3.50	3.42	252
09/28/23	3.53	3.42	248
09/27/23	3.53	3.42	247
09/26/23	3.57	3.42	243
09/25/23	3.56	3.42	244
09/24/23	3.61	3.41	239
09/23/23	3.61	3.41	239
09/22/23	3.61	3.41	239
09/21/23	3.62	3.41	238
09/20/23	3.63	3.40	235
09/19/23	3.63	3.40	236
09/18/23	3.59	3.40	236
09/17/23	3.58	3.40	239
09/16/23	3.58	3.39	239
09/15/23	3.58	3.39	239
09/14/23	3.53	3.39	240
09/13/23	3.50	3.39	238
09/12/23	3.49	3.39	239
09/11/23	3.47	3.39	240
09/10/23	3.48	3.38	240
09/09/23	3.48	3.38	240
09/08/23	3.48	3.38	240
09/07/23	3.49	3.38	239
09/06/23	3.48	3.38	239
09/05/23	3.47	3.38	240

*Daily yield does not reflect capital gains or losses

Updated: 10/11/20

CALIFORNIA STATE TREASURER
FIONA MA, CPA

PMIA Daily Effective Yield

Date	Daily	Quarter to Date	Average Maturity
09/04/23	3.48	3.38	243
09/03/23	3.48	3.37	243
09/02/23	3.48	3.37	243
09/01/23	3.48	3.37	243

*Daily yield does not reflect capital gains or losses

Updated: 10/11/20

TO: City Council/City Administrator
FROM: Assistant Finance Director
DATE: October 17, 2023
SUBJECT: Approval of Warrant Registers for the Month of September 2023

Commercial Warrants	
Check# 9242, 9336-9381, 9383-9480	$231,618.95
Manual Checks & Payroll Warrants	$523,283.58
TOTAL	$754,902.53

Journal	Payee or Description	Date	Check Number	Amount
CD	Fire B of A Credit Card payment September 2023	09/18/2023	1	743.13
CD	Gamino B of A Credit Card payment September 2023	09/18/2023	2	440.00
CD	PD B of A Credit Card payment September 2023	09/18/2023	3	4,897.09
CD	Picken B of A Credit Card payment September 2023	09/18/2023	4	1,049.22
CD	McElroy B of A Credit Card payment September 2023	09/28/2023	5	876.47
CD	Poole B of A Credit Card payment September2023	09/28/2023	6	856.39
CD	Dishion B of A Credit Card payment September 2023	09/27/2023	7	1,189.43
CD	CALPERS RETIREE MEDICAL - SEPT BILL, OCT PREMIUM	09/27/2023	8	51,920.76
CD	CALPERS EPMC & ADJ - 08/21/23 TO 9/03/23	09/27/2023	9	1,546.63
CD	CALPERS EPMC & ADJ - 09/04/23 TO 9/17/23	09/27/2023	10	1,577.83
CD	Paymentech Fee	09/30/2023	11	451.27
CD	Paymentech Fee	09/30/2023	12	469.59
CD	Xpress Bill Pay Fee	09/30/2023	13	494.47
CD	Bank Chargeback: 9/6 Motel 6 TOT	09/30/2023	14	18,122.98
CD	Bank Chargeback: 9/6 Travelodge TOT	09/30/2023	15	24,622.24
CD	Gymnastics Chargeback: 8/22/22 trans date, Femat	09/30/2023	16	32.00
CDA	RIGHT WAY POOL & SPA	09/26/2023	9242	11,353.50-
CDP	BOLING, WARREN J	09/08/2023	9336	213.33
CDP	ELLIS, JAMES V.	09/08/2023	9337	234.43
CDP	JACKSON, AVIS L.	09/08/2023	9338	354.62
CDP	SANTANA, FRANCISCO	09/08/2023	9339	1,204.70
CDP	SANTANA, MANUEL	09/08/2023	9340	166.23
CDP	NAVALES, RYAN	09/08/2023	9341	335.48
CDP	LOWDEN, ISAIAH	09/08/2023	9342	87.73
CDP	JACKSON, THOMAS E.	09/08/2023	9343	732.45
CDP	POOL, PRESTON	09/08/2023	9344	809.96
CDP	BRAATEN, BRAD	09/08/2023	9345	154.23
CDP	MADERA, JOCELYN	09/08/2023	9346	342.16
CDP	VAUGHAN, ELLA	09/08/2023	9347	127.95
CDP	GRAVES, KANO	09/08/2023	9348	164.84
CDP	COKELEY, BRYCE	09/08/2023	9349	78.50
CDP	TURMAN, MYLEE	09/08/2023	9350	160.92
CDP	ENNIS, JERRY	09/08/2023	9351	772.05
CDP	ENNIS, KAREN	09/08/2023	9352	642.01
CDP	DERR, LEVI	09/08/2023	9353	105.28
CDP	GARDEA, CHASE	09/08/2023	9354	114.05
CDP	SANTANA, ALONDRA	09/08/2023	9355	175.46
CDA	Actuarial Retirement Consulting LLC	09/07/2023	9356	500.00
CDA	AMERICAN BUSINESS MACHINE	09/07/2023	9357	15.00
CDA	ARBA	09/07/2023	9358	625.10
CDA	BROWN'S SUPPLY	09/07/2023	9359	321.01
CDA	BSK ASSOCIATES	09/07/2023	9360	206.65
CDA	EAN SERVICES, LLC	09/07/2023	9361	181.47
CDA	FRONTIER	09/07/2023	9362	330.91
CDA	HIGH COUNTRY LUMBER	09/07/2023	9363	1,984.64
CDA	HUNT PROPANE, INC.	09/07/2023	9364	392.46
CDA	INYO COUNTY RECYCLING & WASTE MANAGEMENT	09/07/2023	9365	656.50
CDA	LUMOS AND ASSOCIATES, INC.	09/07/2023	9366	7,511.33
CDA	MISSION LINEN & UNIFORM	09/07/2023	9367	100.00
CDA	OWENS VALLEY PEST	09/07/2023	9368	50.00
CDA	PERRY MOTORS, INC.	09/07/2023	9369	437.44
CDA	PETTY CASH - PARKS DEPT.	09/07/2023	9370	217.83
CDA	PILOT THOMAS LOGISTICS	09/07/2023	9371	7,256.73
CDA	PREFERRED SEPTIC	09/07/2023	9372	2,973.87
CDA	SIERRA ANALYTICAL LABS INC.	09/07/2023	9373	400.00
CDA	SIERRA SECURITY SYSTEMS	09/07/2023	9374	6,551.38
CDA	SOUTHERN CALIFORNIA EDISON	09/07/2023	9375	2,760.34
CDA	STEVE'S AUTO & TRUCK PART	09/07/2023	9376	1,112.21

Journal	Payee or Description	Date	Check Number	Amount
CDA	THE FED-UP STORE	09/07/2023	9377	533.54
CDA	UNDERGROUND SERVICE ALERT	09/07/2023	9378	27.50
CDPT	AMERICAN FIDELITY	09/08/2023	9379	385.94
CDPT	BPOA	09/08/2023	9380	840.00
CDPT	CALIFORNIA STATE DISBURSEMENT UNIT	09/08/2023	9381	369.23
CDPT	US BANK TRUST WESTERN REGION	09/08/2023	9383	1,126.05
CDPT	THE HARTFORD	09/08/2023	9384	1,648.27
CDA		09/14/2023	9385	.00
CDA	AIRMEDCARE NETWORK	09/14/2023	9386	3,835.00
CDA	ALEX PRINTING	09/14/2023	9387	475.76
CDA	BISHOP PAIUTE TRIBAL	09/14/2023	9388	24.00
CDA	Bishop Waste Disposal	09/14/2023	9389	2,648.50
CDA	BRITT'S DIESEL & AUTOMOTIVE	09/14/2023	9390	915.00
CDA	CANON FINANCIAL SERVICES	09/14/2023	9391	1,370.15
CDA	CARMICHAEL BUSINESS TECH.	09/14/2023	9392	418.74
CDA	CASELLE, INC.	09/14/2023	9393	2,102.00
CDA	Cole Huber LLP	09/14/2023	9394	224.00
CDA	Crystal Martinez	09/14/2023	9395	75.00
CDA	DAVID SCOBIE	09/14/2023	9396	112.00
CDA	DEPT OF WATER AND POWER	09/14/2023	9397	1,673.42
CDA	DESTON DISHION	09/14/2023	9398	258.75
CDA	Diamond Ford	09/14/2023	9399	1,448.02
CDA	ENTERPRISE	09/14/2023	9400	11,986.70
CDA	FRONTIER	09/14/2023	9401	106.72
CDA	INYO COUNTY RECORDER	09/14/2023	9402	20.00
CDA	ISU INSURANCE SERVICES	09/14/2023	9403	635.00
CDA	JIM ELLIS	09/14/2023	9404	700.22
CDA	JOSE GARCIA	09/14/2023	9405	694.98
CDA	KARLA JIMENEZ	09/14/2023	9406	203.50
CDA	Kelsey Allred	09/14/2023	9407	324.50
CDA	LIEBERT CASSIDY WHITMORE	09/14/2023	9408	2,033.50
CDA	MISSION LINEN & UNIFORM	09/14/2023	9409	115.30
CDA	OLIVIA HARTSHORN	09/14/2023	9410	324.50
CDA	OPTIMUM	09/14/2023	9411	1,336.84
CDA	Robin Ludovico	09/14/2023	9412	203.50
CDA	ROBIN PICKEN	09/14/2023	9413	694.98
CDA	SEAN JOHNSTON	09/14/2023	9414	1,781.61
CDA	SOUTHERN CALIFORNIA EDISON	09/14/2023	9415	244.79
CDA	STANTEC CONSULTING SERV.	09/14/2023	9416	9,726.92
CDA	WESTERN NEVADA SUPPLY CO.	09/14/2023	9417	451.03
CDA		09/14/2023	9418	97.87
CDP	ELLIS, JAMES V.	09/22/2023	9419	234.43
CDP	JACKSON, AVIS L.	09/22/2023	9420	328.77
CDP	SANTANA, FRANCISCO	09/22/2023	9421	1,218.39
CDP	SANTANA, MANUEL	09/22/2023	9422	221.64
CDP	COKELEY, RACHEL D	09/22/2023	9423	221.64
CDP	NAVALES, RYAN	09/22/2023	9424	335.48
CDP	LOWDEN, ISAIAH	09/22/2023	9425	174.54
CDP	JACKSON, THOMAS E.	09/22/2023	9426	642.01
CDP	POOL, PRESTON	09/22/2023	9427	746.90
CDP	BRAATEN, BRAD	09/22/2023	9428	244.21
CDP	MADERA, JOCELYN	09/22/2023	9429	315.84
CDP	VAUGHAN, ELLA	09/22/2023	9430	105.98
CDP	GRAVES, KANO	09/22/2023	9431	196.24
CDP	COKELEY, BRYCE	09/22/2023	9432	86.34
CDP	TURMAN, MYLEE	09/22/2023	9433	90.27
CDP	ENNIS, JERRY	09/22/2023	9434	736.95
CDP	ENNIS, KAREN	09/22/2023	9435	642.01

Journal	Payee or Description	Date	Check Number	Amount
CDP	GARDEA, CHASE	09/22/2023	9436	23.09
CDP	SANTANA, ALONDRA	09/22/2023	9437	296.06
CDP	KILGORE, JEFF	09/22/2023	9438	40.63
CDPT	AMERICAN FIDELITY	09/22/2023	9439	385.94
CDPT	AMERICAN FIDELITY	09/22/2023	9440	1,716.52
CDPT	BPOA	09/22/2023	9441	840.00
CDPT	CALIFORNIA STATE DISBURSEMENT UNIT	09/22/2023	9442	369.23
CDPT	COBEA	09/22/2023	9443	51.80
CDPT	MSA-DENTAL POOL	09/22/2023	9444	5,541.40
CDPT	TEXAS LIFE INSURANCE COMPANY	09/22/2023	9445	361.05
CDPT	U.S Bank PARS Account #: 6746050100	09/22/2023	9446	53,865.37
CDPT	US BANK TRUST WESTERN REGION	09/22/2023	9447	14,700.00
CDPT	US BANK TRUST WESTERN REGION	09/22/2023	9448	1,095.52
CDPT	VISION SERVICE PLAN	09/22/2023	9449	540.07
CDA	AMERICAN BUSINESS MACHINE	09/28/2023	9450	15.00
CDA	AT&T Mobility LLC	09/28/2023	9451	875.66
CDA	ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	09/28/2023	9452	229.95
CDA	CALIFORNIA BROADBAND	09/28/2023	9453	1,208.32
CDA	CARMICHAEL BUSINESS TECH.	09/28/2023	9454	5,548.01
CDA	CHALFANT BIG TREES FARM	09/28/2023	9455	860.02
CDA	Concentra Medical Centers	09/28/2023	9456	942.00
CDA	DATABAR	09/28/2023	9457	512.48
CDA	DEPT OF JUSTICE	09/28/2023	9458	575.00
CDA	DEPT OF WATER AND POWER	09/28/2023	9459	7,792.47
CDA	FRONTIER	09/28/2023	9460	1,152.33
CDA	Gladwell Government Services, Inc.	09/28/2023	9461	4,640.00
CDA	JANA CURRIE	09/28/2023	9462	52.16
CDA	JONES & MAYER LAW OFFICE	09/28/2023	9463	17,135.50
CDA	KIBS-FM	09/28/2023	9464	150.00
CDA	L.N Curtis & Sons	09/28/2023	9465	1,507.04
CDA	MANOR TRUE VALUE HARDWARE	09/28/2023	9466	13.93
CDA	MR. K. AUTOMOTIVE SERVICE INC.	09/28/2023	9467	2,095.67
CDA	NORA GAMINO	09/28/2023	9468	210.00
CDA	OPTIMUM	09/28/2023	9469	469.34
CDA	PARS PHASE II SYSTEMS	09/28/2023	9470	1,497.34
CDA	RAMONS AUTO DETAIL	09/28/2023	9471	350.00
CDA	RIGHT WAY POOL & SPA	09/28/2023	9472	1,093.32
CDA	Robin Ludovico	09/28/2023	9473	396.75
CDA	SCMAF	09/28/2023	9474	434.00
CDA	SOUTHERN CALIFORNIA EDISON	09/28/2023	9475	2,598.96
CDA	VERIZON BUSINESS	09/28/2023	9476	68.18
CDA	VERIZON WIRELESS	09/28/2023	9477	589.76
CDA	WESTERN AUDIO VISUAL	09/28/2023	9478	8,910.00
CDA	WESTERN NEVADA SUPPLY CO.	09/28/2023	9479	719.27
CDA	ZEE MEDICAL SERVICE CO#34	09/28/2023	9480	207.09
CDP	DIRECT DEPOSIT TOTAL	09/08/2023	92201	112,178.98
CDP	DIRECT DEPOSIT TOTAL	09/22/2023	92202	110,100.34
CDPT	EMPLOYMENT DEV. DEPT.	09/08/2023	90823200	5,728.00
CDPT	GREAT-WEST LIFE & ANNUITY	09/08/2023	90823201	2,618.04
CDPT	IRS	09/08/2023	90823202	18,583.14
CDPT	PERS	09/08/2023	90823203	31,179.26
CDPT	PERS DEFERRED COMP	09/08/2023	90823204	1,868.75
CDPT	CITY OF BISHOP	09/08/2023	90823205	.00
CDPT	CALPERS MEDICAL	09/22/2023	92223200	70,973.66
CDPT	EMPLOYMENT DEV. DEPT.	09/22/2023	92223201	5,854.00
CDPT	GREAT-WEST LIFE & ANNUITY	09/22/2023	92223202	2,618.04
CDPT	IRS	09/22/2023	92223203	19,248.75
CDPT	PERS	09/22/2023	92223204	31,174.37

Journal	Payee or Description	Date	Check Number	Amount
CDPT	PERS DEFERRED COMP	09/22/2023	92223205	1,868.75
	Grand Totals:			754,902.53

Agenda Item: 14.D
Date of Meeting: October 23, 2023
Department: Finance

STAFF REPORT

To: City Council

From: Ethan Aukee

Subject: **Budget Adjustment Request, Planning, OPEB/Post Employment Benefits**

Prepared On: October 9, 2023

Background/History:
The Finance Department has determined that expense account 001-034-51046 (Planning, OPEB/Post Emp. Benefits) was under-budgeted for FY 23-24. The under-budgeting was due to the use of skewed prior year actuals and an increased city-wide contribution to OPEB in FY 23-24. The city-wide increased contribution in FY 23-24 was implemented to begin contributing at the actuarially determined contribution rate, which had not been adhered to in prior years.

Analysis/Discussion:
The approved budget amount for this expense account is $5,760.73 and the updated forecast for this account is $19,032.00. In order to cover the forecasted expense in this account, the budget figure will need to be increased by $13,271.27.

Expense account 001-034-51007 (Planning, Health Insurance) was initially budgeted to cover the premium of one full-time employee + family, but the full-time employee did not select this level of coverage for FY 23-24. Therefore, $13,271.27 can be reallocated from expense account 001-034-51007 (Planning, Health Insurance) to 001-034-51046 (Planning, OPEB/Post Emp. Benefits) to cover the need for additional spending.

Economic Impacts:
None.

Budget Impacts:
The budget adjustment request being presented is budget neutral and no additional spending is requested at this time.

In order to cover the OPEB contribution within the Planning Department in FY 23-24, the Finance Department is requesting to decrease expense account 001-034-51007 (Planning, Health Insurance) by $13,271.27 and reallocate the $13,271.27 to expense account 001-034-51046 (Planning, OPEB/Post Emp. Benefits).

This request is made with the assumption that the expense account being decreased will retain a budget amount adequate to cover forecasted expenses for the remainder of the fiscal year.

Legal Review:
Legal review not required for this item.

Recommended Action:
Council consideration to decrease expense account 001-034-51007 (Planning, Health Insurance) by $13,271.27 and reallocate the $13,271.27 to expense account 001-034-51046 (Planning, OPEB/Post Emp. Benefits).

Approved By: Robin Picken 10/9/2023
Approved By: Nora Gamino 10/10/2023
Approved By:
Approved By:

Agenda Item: 14.E
Date of Meeting: October 23, 2023
Department: Finance

STAFF REPORT

To: City Council

From: Ethan Aukee

Subject: **Budget Adjustment Request, Finance Department, PERS Employee/Employer**

Prepared On: October 12, 2023

Background/History:
Lucila Terrasas worked for the City spanning 2001-2006 as a part-time office assistant and she recently requested service credit for her years with the City. Upon review of her City timesheets, it was discovered that she worked more than 1,000 hours in 2002. Being that she exceeded 1,000 hours, she should have been added to CALPERS and contributions should have started at that time. This did not occur. To correct for this omission, the City has been billed for arrears contributions in the amount of $8,914.47, along with a $500 administration fee.

Analysis/Discussion:
The account affected by this arrears contribution invoice was only budgeted for current Finance Department staff expenses during FY 2023-2024. Payment of the arrears contribution invoice will result in expense account 001-012-51027 exceeding the approved budget figure.

Economic Impacts:
No economic impacts.

Budget Impacts:
Increased expenditures in the amount of $9,414.47 within expense account 001-012-51027.

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

Recommended Action:
Council consideration to increase the budget figure for expense account 001-012-51027 by $9,414.47.

Approved By: Ethan Aukee / 10/12/2023

Approved By: Robin Picken / 10/12/2023
Approved By: Nora Gamino 10/16/2023
Approved By:

Agenda Item: 14.F
Date of Meeting: October 23, 2023
Department: Finance

STAFF REPORT

To: City Council

From: Ethan Aukee

Subject: **Budget Adjustment Request, Fire Department, Personnel Expense Accounts**

Prepared On: October 9, 2023

Background/History:
Due to Fire Department staff turnover, some personnel associated operating expense accounts are currently under-utilized, while others are at a spending deficit. City staff are now analyzing expense trends on a monthly basis to encourage departments to make best use of approved spending, catch any potential accounting/processing errors and adhere to the internal control of an operating budget.

Analysis/Discussion:
Expense account 001-021-51004 (Fire, Overtime Wages) is currently at a $206.64 deficit.
Expense account 001-021-52006 (Fire, Recruitment) is currently at a $271.63 deficit.

Due to the staff turnover referenced above, expense account 001-021-51001 (Fire, Salaries-Full Time) is over-budgeted. The below budget adjustment is presented in order to cover deficit and forecasted spending in Overtime Wages and Recruitment throughout the remainder of the fiscal year.

Economic Impacts:
None.

Budget Impacts:
The budget adjustment presented below is budget neutral and no additional spending is requested at this time.

In order to cover the deficit and forecasted spending within the Fire Department, the Finance Department is requesting to decrease expense account 001-021-51001 (Fire, Salaries-Full Time) by $2,000 and reallocate this approved spending to expense accounts 001-021-51004 (Fire, Overtime Wages) and 001-021-52006 (Fire, Recruitment), each in the amount of $1,000.

Legal Review:

Legal review not required for this item.

Recommended Action:
Council consideration to approve a decrease in expense account 001-021-51001 (Fire, Salaries-Full Time) by $2,000 and reallocate this approved spending to expense accounts 001-021-51004 (Fire, Overtime Wages) and 001-021-52006 (Fire, Recruitment), each in the amount of $1,000.

Approved By: Robin Picken 10/9/2023
Approved By: Nora Gamino 10/10/2023
Approved By:
Approved By:

Agenda Item: 14.G
Date of Meeting: October 23, 2023
Department: Finance

STAFF REPORT

To: City Council

From: Nora Gamino

Subject: **Budget Adjustment Request, Building, Special Dept. Supplies**

Prepared On: September 25, 2023

Background/History:

The Director of Public Works has advised that additional technical capacity is necessary to provide project management services to address code compliance issues within the City of Bishop. This need will be fulfilled through a professional services agreement with a consulting firm specializing in this type of work.

Analysis/Discussion:
City staff are forecasting the need for $25,000 in additional spending for professional and technical services, within the Building Department, within the General Fund, based on the necessity for additional technical capacity outlined above. Expense account 001-022-52015 is currently budgeted for $75,300 in spending. Staff are requesting a $25,000 spending increase in expense account 001-022-52015, which would adjust the FY 23-24 budget figure to $100,300.

Economic Impacts:

There are no significant economic impacts.

Budget Impacts:

This spending is not included in the 2023-2024 Fiscal Year Budget. An amendment to Building, Professional and Technical Services within the General Fund is being presented to adjust for the approval of these unforeseen spending needs. It is possible that these funds will be reimbursed to the general fund through cost recovery of enforcement actions.

Legal Review:

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

Recommended Action:

Increase budget line item 001-022-52015, Professional and Technical Services, by $25,000 for FY 2023-2024.

Approved By: Ethan Aukee / 10/4/2023
Approved By: Robin Picken / 10/4/2023
Approved By:
Approved By:

Agenda Item: 14.H
Date of Meeting: October 23, 2023
Department: Police

STAFF REPORT

To: City Council

From: Nate Derr

Subject: **City of Bishop Police Department Strategic Plan 2023-2028**

Prepared On: October 6, 2023

Attachments: Police Department Strategic Plan 2023-2028

Background/History:
Reviewing the City of Bishop's five-year strategic plan when appointed to the position of Police Chief, I have identified no detailed strategic plan for the Police Department. To begin my contract as Police Chief I believe it is essential to outline priorities and goals for the Department.

Analysis/Discussion:
Successful leaders identify specific, measurable, achievable, relevant goals, bound by time for both their staff and Constituents.

Economic Impacts:
A well-staffed, proactive Police Department creates a secure environment for citizens and economic growth.

Budget Impacts:
Increase in Police Department salaries with added staff will increase the Departments overall budget.

Plan A- Will increase the budget by $742,342.13

Plan B- Will Increase the budget by $421,322.19

There are cost offsets as outlined in the attached plan.

It should be noted in fiscal year 2022/2023 the Police Department had an unspent budget of $289,000.00

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

with the law.

Recommended Action:
Approve and adopt as an article to the City of Bishop overall 5-year strategic plan.

Approved By: Ethan Aukee / 10/16/2023
Approved By: Robin Picken 10/17/2023
Approved By: Nora Gamino 10/17/2023
Approved By:

Bishop Police Department Strategic Plan 2023-2028

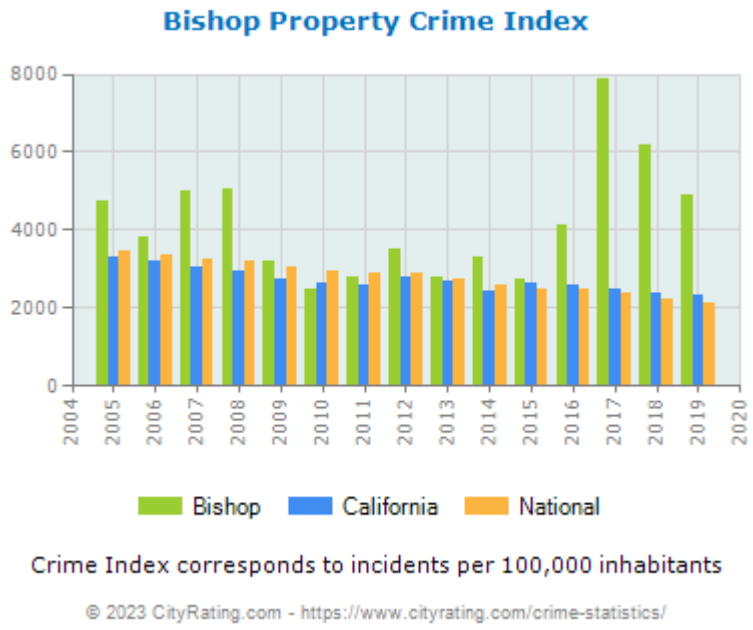
Top 10 Goals:

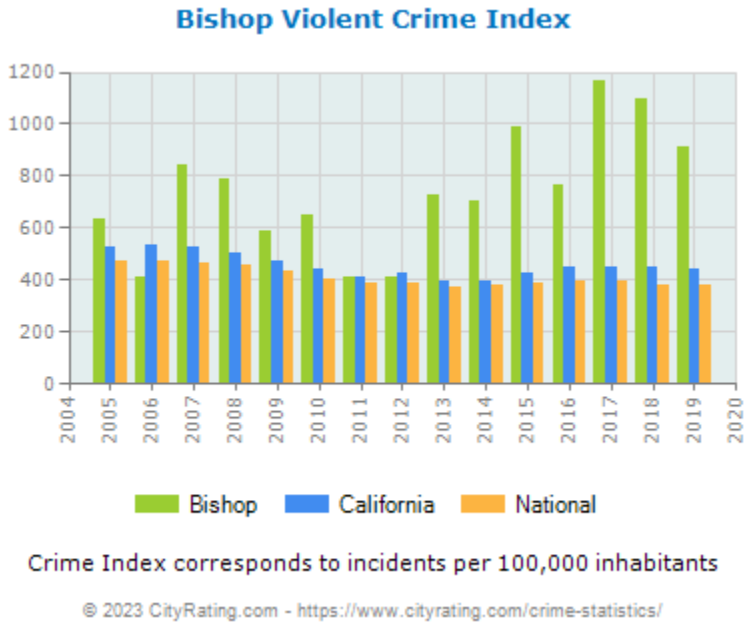
1-Increase Community involvement / interaction:

- Create a Public relations group for social media and event planning / staffing.
- Be present at community events.
- Increase foot patrols and business checks.
- Be present at School sports and events.
- Conduct a citizen academy yearly to educate the public.

2-Increase proactive Policing to decrease Crime Rate:

* Crime rates per capita in the City of Bishop as of the most recent FBI data (2019)*





- Fill current Vacancies with qualified Officers.
- Revitalize our Reserve Officer program to supplement staffing at a reduced cost.
- Use alternative patrol methods like Bicycle patrol for events.
- Increase staffing to support proactive policing:

*** Currently we have 12 allotted positions (Sworn) including 1 Chief, 1 Lieutenant, 3 Sergeants, 1 Detective, and 6 Officers. We also have 4 Dispatchers, 1 Senior Dispatcher, 1 Records Officer, and 1 Evidence technician. This provides minimal staffing and forces supervisors out of supervisor roles leading to lack of supervision. Recent studies through-out the US have accredited more use of force incidents and complaints against Law Enforcement, due to lack of supervision. Minimal staffing also requires extended Overtime at a cost to the City, increased Officer burn out and poor Officer performance.

***Future staffing plan A would increase to 15 total sworn employees and add 1 Community Service / parking enforcement Officer (fiscal year 24/25) and 1 full time dispatcher (fiscal year 24/25). The plan would include 1 Chief, 1 Lieutenant, 2 Sergeants, 2 Corporals, 1 Detective, 8 Officers, 5 FT Dispatchers, 1 Senior Dispatcher, 1 Records Officer, and 1 Evidence technician. This would provide a supervisor on each shift and reduce mandatory overtime to cover sick, vacation and training leave. This would also put our department on line with national standards for Police Officer to community ratios (for comparison the Town of Mammoth Lakes has 16 sworn Officers, and three Community service / code enforcement officers, yet we average 4,000 more incidents per year). Additional staffing would allow more community interaction and presence at the schools. The Corporal position would provide an incentive for longevity and a transitional position to the responsibility of Sergeant. Having 4 “line level” supervisor

positions would provide direct supervision to young Officers. Initially we would continue with three Sergeants and add 1 Corporal (fiscal year 24/25) our third Sergeant position will eventually be vacated by retirement (fiscal year 24/25) and we would fill with a Corporal position at a cost saving to the City. The additional sworn staff would also allow for focused enforcement units to address key problems within the City.

***Future staffing plan B would increase to 13 total sworn employees and add 2 Community Service Officers (used for parking and possibly code enforcement) * (fiscal year 24/25) and 1 full time dispatcher (fiscal year 24/25). The plan would include 1 Chief, 1 Lieutenant, 2 Sergeants, 2 Corporals, 1 Detective, 6 Officers, 5 FT Dispatchers, 1 Senior Dispatcher, 1 Records Officer, and 1 Evidence technician. This would provide a supervisor on each shift. The Corporal position would provide an incentive for longevity and a transitional position to the responsibility of Sergeant. Having 4 "line level" supervisor positions would provide direct supervision to young Officers. Initially we would continue with three Sergeants and add 1 Corporal (fiscal year 24/25) our third Sergeant position will eventually be vacated by retirement (fiscal year 24/25) and we would fill with a Corporal position at a cost saving to the City.

Cost to the City:

Plan A cost: top step Officer costs (with benefits) $160,509.97 per year. Not all Officers would be brought in at top step, however I would like to error on the high side for budget purposes. Total cost annually $481,529.91. To offset the costs, I would be requesting a portion of funding from the income of the two recent dispensaries', which the Department will be monitoring / enforcing. The additional Dispatcher (top step with benefits) $130,406.11 per year. The Community service Officer with a relative pay scale of a Dispatcher (top step with benefits) $130,406.11 per year.

Total additional cost per year = $742,342.13 (some costs will be offset by addition enforcement revenue)

Plan B cost: top step Officer costs (with benefits) $160,509.97 per year. Not all Officers would be brought in at top step, however I would like to error on the high side for budget purposes. The additional Dispatcher (top step with benefits) $130,406.11 per year. The Community service Officer with a relative pay scale of a Dispatcher (top step with benefits) $130,406.11 per year.

Total additional cost per year = $ 421,322.19 (some costs will be offset by addition enforcement revenue).

***Fiscal year 22/23 the Police Department left $ 289, 000.00 unspent which covers almost half of the additional cost of plan B.

***A community service Officer would be brought in a wage comparable to a Communications Operator with a top step cost (with benefits) of $130,406.11. The Community Service Officer wage could be supplemented with parking enforcement / code enforcement revenue

With the plans to increase housing and revitalize downtown the need for additional personnel will intensify and if we do not take a proactive approach to staffing and enforcement we will end up behind the curve, which will directly impact the citizens and visitors of Bishop negatively.

3- Update Officer training

- Move towards advanced Officer training
- Conduct required perishable skills training in house as a cost savings measure to afford advanced training opportunities.
- Include basic Spanish speaking awareness for all Officers

4- Officer Wellness

- Create a physical training incentive (i.e. pay incentive for passing a yearly PT test)
- Allow for 1 Hour on duty time for personal development and or physical training.
- Create a mental health incentive (i.e. pay incentive for yearly mental health assessment, NOT a Fit for duty assessment).
- Implement new scheduling to provide Officers with better work / life balance.

***Studies have proven that healthier Officers with an acceptable work / life balance are more productive at work with less burn out and lead to less injuries saving the City money over the term of the Officers career.

5- Increase parking enforcement to assist businesses and increase revenue.

- Hire a community service Officer to regularly enforce parking regulations.
- The city can use parking funds to maintain our city owned / leased parking areas.

6-Modernize work flow within the Police Department to increase efficiency.

- Update evidence booking / substance testing procedures.
- Move paper document procedures to digital formats.
- Revise report writing format and procedures.

7- Implement Modern Policing techniques to assist in criminal apprehension.

- Start a Drone program
- Start a K-9 Program
- Implement (license plate readers) LPR's within the City

- Expand City camera network monitored by Dispatch to protect City assets (real time crime center).
- Integrate with new programs like Project 529 (bicycle registry software)

8-Mitigation of Transient impact on community.

- Work with new Mental Heath crisis unit.
- Work with State Officials on policies and procedures.

9- Work with allied agencies to create an Investigative network to efficiently solve major crimes.

10-Protect Critical infrastructure to the City:

The Bishop Schools:

- Provide intensive Active shooter training to all Officers
- Work with school Officials to prevent incidences of criminal activity on school grounds
- Interact with and inform students of dangerous substances
- Work with younger children to educate on policing and 911 etiquette (911 in school program)

Northern Inyo Hospital:

- Increase Officer patrols on hospital grounds
- Conduct site checks with hospital staff
- Provide intensive Active shooter training to all Officers

Water and sewer treatment facilities:

- Increased patrol of infrastructure
- Integrate with Public works to learn key areas of exposure
- Add live camera surveillance to identify breeches / plant failures as they happen.

Fire Department property:

- Regular checks on Fire station
- Install and monitor cameras at Stations

City Park:

- Access Park cameras and add additional cameras to monitor criminal activity on city park grounds.
- Regularly patrol parks including on foot.

This is a broad overview of my plan and objectives to be completed over the next five years with the Bishop Police Department. There are numerous small goals within the broader objectives. All identified goals align with the City of Bishop 5 year strategic plan.

The timeline of completion of each identified objective will be dictated on funding and resource availability. The changes will be implemented in phases over the next five years. Measurable data i.e. crime rates, Departmental cost, Officer retention / recruiting will be use as assessment tools to measure success of each documented goal.

Chief N Derr

Agenda Item: 14.I
Date of Meeting: October 23, 2023
Department: Police

STAFF REPORT

To: City Council

From: Nate Derr

Subject: **Replacement of Aging Armored Vehicle**

Prepared On: October 3, 2023

Background/History:
The Police Department currently owns and operates a 1993 converted bank truck used for high-risk tactical and rescue operations through-out Inyo and Mono Counties. This vital piece of equipment is beginning to fail and add additional maintenance costs, due to it's age. In an emergency situation (flood, fire, active shooter, barricaded suspect) our Officer's need a capable/ reliable response vehicle.

There are multiple Departments in the State willing to donate their used armored vehicle to the Bishop Police Department, which are 20 years newer than our current vehicle.

Analysis/Discussion:
PROOF OF LIFE
Armored Vehicles are designed to protect the lives of victims, officers and even suspects. Here are but a few of the many examples of this “proof of life” which are ignored by the critics.
February 16, 2006:The Dallas SWAT team was attempting to serve a federal warrant on a suspect when he shot four officers. Tactical team members maneuvered the Armored Vehicle to allow for the safe rescue from the deadly environment and treatment of the wounded officers.
March 31, 2009:In the woods of central Wisconsin, a suspect sniped at police from his home, which he had turned into an armored fortress. In the days that followed, the sniper continually tried to kill officers by firing countless rounds and throwing homemade firebombs from his up-armored domicile.

At the climax of this event, officers – protected by multiple Armored Vehicles – took the suspect into custody after hitting him with less lethal munitions as the armed suspect was escaping down a ladder to the rear of his burning home. No officers were injured.
February 2, 2011: The Aurora (Colo.) area was inundated with 20 inches of snow. Wind gusts formed drifts of up to ten feet deep, making roads impassable. During this crisis, motorists found themselves trapped by the Arctic conditions – with hope for rescue dropping as fast as the temperature. When all seemed lost, the trapped motorists heard the roar of an engine and saw a black mass of metal cutting a swath through the white landscape. Police officers in a Armored Vehicle were able to rescue 108 stranded motorists. The cold hard metal on wheels

provided the two things these people were praying for: warmth and a ride home.
March 31 2011:The San Juan County Sheriff's Office SWAT team deployed in Farmington (N.M.) in response to a barricaded gunman. During the event, the suspect leaned across the team's Armored Vehicle and pointed a semi-automatic rifle at three officers inside the vehicle. Rather than shoot the suspect, officers fired a Taser through the gun port of the vehicle and took the man into custody. This less-than-lethal option was feasible only because of the tactical flexibility afforded by the Armored Vehicle.
August 7, 2011: Green Bay (Wis.) officers located a man who had been firing a gun throughout a residential neighborhood. The suspect opened fire on the officers, but the officers were able to negotiate with him from the cover afforded by their Armored Vehicle.

After a seven-hour stand-off, the shooter was subdued with less-lethal munitions.
September 20, 2011:In Hockington (Wash.), Clark County Sheriff's Deputies arrived on scene to deal with a man who had been shooting at a house as he sat in a tree. Negotiators were transported close enough to speak with the man via the agency's Armored Vehicle. After three hours of successful negotiations, the troubled man climbed down from his perch and surrendered.
March 6, 2012:In Harrisonburg (Penn.), the York County Quick Response Team and the Dauphin County Sheriff's Office deployed at the scene of a barricaded gunman. The Armored Vehicle was moved into a position where officers were able to push in two windows.

The man was taken into custody after he was shot with less-lethal munitions.
April 14, 2013: The Rutheford County (Tenn.) Sheriff's SWAT team was able to evacuate a neighborhood in Smyrna after a barricaded suspect opened fire, endangering all. One disabled resident was safely removed from the kill zone. Officers then saved the suspect from his own death by subduing him with less-lethal munitions.
December 9, 2013:A suspect opened fire in a neighborhood with a 50 caliber rifle – endangering citizens far and wide. Fond Du Lac (Wis.) officers were able to use a Armored Vehicle to evacuate innocents from the kill zone and set up for negotiations. Negotiators convinced the suspects to surrender without loss of life.
March 14, 2014:A suspect opened fire throughout a neighborhood and specifically at officers inside their Armored Vehicle. Officers of the Bakersfield PD SWAT team were able to rescue and evacuate 60 citizens in the line of fire.
January 31, 2014: In Laingsburg (Mich.), a gunman shot wildly into a neighborhood. When the Michigan SP Emergency Support Team arrived, the suspect deliberately shot four rounds from a Russian-made Nagant – a 7.62X54 rifle – striking an occupied Armored Vehicle. No officers were injured.
June 2, 2014:In Williston (Fla.), the Marion County SWAT team responded to an armed and violent man. They were protected by their Armored Vehicle as the suspect fired 20 rounds from an SKS rifle at the vehicle.
August 21, 2014:In Dickinson (N.D.), the Southwest Tactical Unit was attempting to apprehend a fugitive wanted by the FBI. Members of the unit along with a negotiator pulled into a driveway. The spectacle of the Armored Vehicle inspired the suspect's surrender within one minute of its arrival.
CONCLUSION
Police today must absorb the critique of the sharp-tongued pseudo-experts and yet hit the streets each day bound and determined to do some good. It is essential that police officers are afforded the protective armor Armored Vehicles provide – using this essential equipment has become a common tactic because it is common sense.

Economic Impacts:
No negative economic impacts. Vehicle would be donated by a larger Department within the

state at little to no cost to the City.

Budget Impacts:
Cost savings, by replacing outdated failing equipment.

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

Recommended Action:
Approve the replacement of an aging vehicle with a newer donated vehicle from a larger City.

Approved By: Ethan Aukee / 10/11/2023
Approved By: Robin Picken, 10/12/2023
Approved By: Nora Gamino 10/17/2023
Approved By:

Agenda Item: 14.J
Date of Meeting: October 23, 2023
Department: Police

STAFF REPORT

To:	City Council
From:	Nate Derr
Subject:	**Racial and Identity Profiling Mandate Reimbursement**
Prepared On:	October 6, 2023
Attachments:	Professional Service Agreement with Nichols Consulting

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Background/History:
Law Enforcement Prohibited From Racial Profiling. State law prohibits law enforcement from engaging in racial profiling. State law further requires law enforcement to participate in racial profiling-related training prescribed and certified by the Commission on Peace Officer Standards and Training (POST). Such training is required to be completed generally every five years in order to keep current with changing racial and cultural trends.

POST, in turn, is required to develop and distribute guidelines and training on understanding and respecting racial and cultural differences and effective, noncombative ways of carrying out duties in a racially and culturally diverse environment. Such training is also required to include the examination of patterns, practices, and protocols that prevent racial profiling; the negative impact of biases, prejudice, and stereotyping on effective law enforcement; and the specific obligations of law enforcement officers in preventing, reporting, and responding to discriminatory or biased practices by fellow officers.

Law Enforcement Required to Report Certain Data. State law requires the California Department of Justice (DOJ) to report annually to the Governor, various state officials, and members of the public on the state's criminal statistics. Examples of statutorily required statistics include: the amount and types of criminal offenses, certain demographic characteristics of people who commit crimes, and the number of arrests and clearance rates in California as reported by individual law enforcement agencies. To facilitate this reporting, DOJ is required to collect such data from law enforcement and other agencies, instruct them on how to collect and submit such data, and analyze the submitted data. Accordingly, state law also requires law enforcement agencies—as well as other state and local agencies that interact with crimes or people who are arrested or convicted—to collect and report statistical data when requested by DOJ.

State Law Expanded Prohibition on Racial Profiling and Increased Reporting Requirements. Chapter 466 of 2015 (AB 953, Weber) expanded the prohibition on law enforcement engaging in racial profiling to also prohibit identity profiling. Additionally,

Chapter 466 increased law enforcement reporting requirements by requiring each state and local agency that employs law enforcement officers report annually to DOJ on all stops conducted by its officers for the preceding calendar year. Statutorily specific metrics are required to be reported for each stop—including the time, date, and location of the stop; the reason for the stop; the result of the stop (such as whether the officer asked for consent to search the stopped person); and the perceived race or ethnicity, gender, and approximate age of the person stopped based on the observation of the officer conducting the stop. Such reporting was to be implemented in waves between 2019 and 2023. Specifically, state law required that such data first be reported by April 2019 from agencies employing 1,000 or more officers ("Wave 1"), by April 2020 from agencies employing 667 to 1,000 officers ("Wave 2"), by April 2022 from agencies employing 334 to 667 officers ("Wave 3"), and by April 2023 from agencies employing less than 334 officers. Chapter 466 also increased annual DOJ reporting requirements—such as by requiring the reporting of citizen complaints alleging racial or identity profiling disaggregated by the specific type of profiling alleged as well as how such complaints were resolved.

Moreover, Chapter 466 established the state Racial and Identity Profiling Advisory (RIPA) Board—housed within and staffed by DOJ—to (1) analyze the data collected and reported; (2) analyze law enforcement racial and identity profiling related training; (3) review and analyze racial and identity profiling policies and practices across the state; and (4) conduct or consult evidence-based research on intentional and implicit biases and law enforcement stop, search, and seizure tactics. The RIPA Board is also required to issue an annual report providing its analysis, detailed findings on the past and current status of racial and identity profiling, and recommendations for eliminating racial and identity profiling. Finally, the RIPA Board is required to advise DOJ in the collection of data to ensure uniformity, consult with POST on training curriculum, and hold at least three public meetings to discuss racial and identity profiling and potential reforms to prevent such profiling.

Commission Determined Legislation Created a State-Reimbursable Mandate. The Commission found that Chapter 466 requirements—as well as implementing regulations—related to the collection and reporting of stop data created a state-reimbursable mandate. Specifically, the Commission found that this requirement imposed new state-mandated activities and costs on county and city government agencies employing law enforcement officers for police protection services—but not K-12 school districts or community college districts that employ law enforcement. The Commission found that these new activities and costs resulted from agencies needing to (1) identify the peace officers required to report stops and maintain a system to match individual officers to an identification number, (2) collect the stop data, (3) electronically submit data to DOJ and retain stop data, (4) work with DOJ to audit and validate the data after submission and correct any errors, and (5) ensure that information exempt from disclosure is not submitted to DOJ. However, the Commission found that certain other changes made by Chapter 466 did not constitute a state-reimbursable mandate—specifically, the prohibition of identity profiling, the increased annual reporting required of DOJ which requires agencies collect and report certain data, and certain requirements on the RIPA Board that could impact agencies—as they did not impose any activities on local governments.

The Commission estimates $25.5 million in initial costs of claims from local governments related to the mandate between 2017-18 through 2019-20. The Commission further estimates costs of $10.8 million to $11.8 million in 2020-21, $12.1 million to $13.2 million in 2021-22, and $15.2 million to $16.5 million in 2022-23. Annual costs after 2022-23 are estimated to remain at $16.5 million. This is because while one-time costs (such as to modify local

database systems to capture the data) will no longer be incurred, more law enforcement departments will be required to report (as a result of the final wave of implementation).

Governor's Budget:
Governor Funds Mandate Reimbursement Cost. The Governor's 2023-24 budget proposes $50.5 million General Fund to reimburse local governments for the costs they incurred to comply with the law enforcement officer stop data reporting requirements while they were under review by the Commission. This amount consists of $25.5 million for the initial claiming period between 2017-18 through 2019-20, $11.8 million for 2020-21, and $13.2 million for 2021-22. The Governor's budget also includes $16.5 million ongoing General Fund to support such costs in the future. Funding the mandate would make local compliance with the above requirements mandatory in 2023-24 and the state responsible for the costs incurred by local governments.

Analysis/Discussion:
If not adopted the City will continue to fund the entire cost to implement the mandates. By adopting the contract, the City will be reimbursed for a portion of the incurred cost to implement the mandates.

Economic Impacts:
No significant economic Impact.

Budget Impacts:
Increase in revenue from reimbursement. Revenues generated by the service provided will exceed the cost of the consultant contract being presented for review.

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

Recommended Action:
Approve the contract with consultant, Nichols Consulting, to file reimbursement claims with the State of California for state-imposed mandates from the execution of this contract through June 30, 2024, in an amount not to exceed $2,500.00.

Approved By: Ethan Aukee / 10/11/2023
Approved By: Robin Picken / 10/12/2023
Approved By: Deston Dishion 10/12/2023
Approved By:

CITY OF BISHOP
PROFESSIONAL SERVICE AGREEMENT

This professional service agreement ("Agreement"), is made and effective as of **October ____, 2023** between the City of Bishop ("City"), a municipal corporation, and Nichols Local Government Consulting, LLC (dba "Nichols Consulting") ("Consultant"), a limited liability company. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This Agreement shall commence on October _____, 2023 and shall remain and continue in effect until tasks described herein are completed, but in no event later than October 31, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

II. SERVICES

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

III. PERFORMANCE

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

IV. CITY REPRESENTATIVE

The City of Bishop's Police Chief or his/her designee shall represent City in all matters pertaining to the administration of this Agreement, review and approve all products submitted by Consultant, but not including the authority to expand the tasks to be performed described and set forth in Exhibit A, or to modify, change or alter the compensation due to Consultant. The City's Police Chief or his/her designee shall be authorized to act on City's behalf and to execute all necessary documents which expand the tasks to be performed described and set forth in Exhibit A, or to modify, change, or alter Consultant's compensation, subject to Section V of this Agreement.

V. PAYMENT

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **three thousand two hundred dollars ($3200.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Police Chief. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Police Chief and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

VI. TERMINATION OF AGREEMENT

A. Except as otherwise provided herein below, either party may terminate this Agreement, or any portion hereof, by serving written notice of termination upon the other party gives thirty (30) calendar days prior to the date of termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, less any disputed amounts. Upon termination of the Agreement pursuant to this section, the Consultant will submit an invoice to the City as provided herein above.

VII. DEFAULT

A. Either party's failure to comply with the provisions of this Agreement shall constitute a default. In the event that either party is in default for cause under the terms of this Agreement, the affected party shall promptly notify the deficient party of such default and following such notice shall have no obligation or duty to continue compensating or providing any work after the date of default and can terminate this Agreement immediately by written notice to the other party. If such failure hereunder arises out of causes beyond either party’s control, and without fault or negligence, it shall not be considered a default.

B. If the City Police Chief determines the Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service of default notice to cure the default as directed by the City

in the notice of default. In the event the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

VIII. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the City at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnification

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and any and all of its officials, employees, agents, and/or volunteers (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs, and expenses, including attorney’s fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any City or individual that Consultant shall bear the legal liability thereof) in the performance of services under this

Agreement. Consultant's duty to indemnify and hold harmless City shall not extend to the City's sole or active negligence or willful misconduct.

B. Duty to defend

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

X. INSURANCE

Consultant shall maintain any and all insurance policies as may be required by State and Federal law.

XI. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

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

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE

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

XIV. NO BENEFIT TO ARISE TO CITY EMPLOYEES

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

XV. RELEASE OF INFORMATION / CONFLICTS OF INTEREST

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Police Chief or unless requested by the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request (“Discovery”), court order, or subpoena

from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to Discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

XVI. NOTICES

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

To CITY: City of Bishop Police Department
377 West Line Street
Bishop, CA 93514
Attention: Police Chief

To CONSULTANT: Nichols Consulting
1857 44th Street
Sacramento, CA 95819
Attention: F. Andy Nichols

XVII. ASSIGNMENT

A. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Due to the personal nature of the services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.

B. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision identical to the one provided herein identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant

carries insurance at least equal to that required by this Agreement or obtain a written waiver from City for such insurance.

C. Consultant may use assistants, under their direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of any assistant(s) assigned to perform any work under this Agreement from Consultant's employ. Should said assistant(s) leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

XVIII. LICENSES

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

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

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

XXI. SEVERABILITY

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

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

F. Andy Nichols

By:_____
(Signature)

_____
(Typed Name)

_____
(Title)

City of Bishop
Bishop Police Department
A Municipal Corporation

_____
Nathaniel Derr, Chief of Police

ATTEST:

_____
[INSERT NAME], City Clerk

APPROVED AS TO FORM:
Dean J. Pucci, City Attorney

By: _____

Attachments: Exhibit A Tasks to Be Performed
Exhibit B Payment Schedule

EXHIBIT A

TASKS TO BE PERFORMED

CONSULTANT SHALL PERFORM THE FOLLOWING TASKS:

A. Consultant shall review all eligible claiming opportunities and prepare all Claims whose State-imposed timely and late deadlines, for reimbursement, fall between the time of execution of this Agreement through June 30, 2024. Consultant shall collect, document and process all information necessary for Consultant to file the claims on behalf of the City pursuant to Section 17550 et seq.

B. Consultant will provide City with a copy of Claims and supporting documentation prepared pursuant to this Agreement. The copy will be provided following the state-imposed deadline for said Claims of February 15th, or prior to the natural expiration of this Agreement.

C. Consultant shall implement a Claims monitoring and documentation process in the course of Consultant's duties.

D. Consultant agrees not to exceed the amount of the fee proposal set forth in this Contract without a fully executed amendment to this Agreement consistent with the provisions of this Agreement.

E. Consultant will make good faith efforts to file Claims in accordance with all appliable laws, regulations and written guidelines, but does not warrant the reimbursable nature or likelihood of success of reimbursement of any particular Claim.

F. Consultant shall advise City of all official actions that are necessary and required under applicable federal and state constitutional provisions, state statutes and regulations, and any other applicable provisions, in order that City may fulfill its responsibilities as set forth in this Agreement.

EXHIBIT B

PAYMENT SCHEDULE

Consultant's fee shall be for the sum total, not to exceed, **three thousand two hundred dollars ($3,200.00)**, unless approved by City in writing, for Claims prepared on behalf of the City from the date of full execution of this Agreement through June 30, 2024.

The amount due to Consultant shall be made in the form of a one-time payment **due on Friday, May 31, 2024**.

Payment shall be in the form of a certified check made payable to and delivered in the following manner:

Nichols Consulting
c/o F. Andy Nichols
1857 44th Street
Sacramento, CA 95819

This Agreement is **valid until October 31, 2023**, unless extended in writing by Consultant.

Agenda Item: 14.K
Date of Meeting: October 23, 2023
Department: Public Works

STAFF REPORT

To: City Council

From: Nora Gamino

Subject: **Johnston Drive Drainage Design Task Order**

Prepared On: September 20, 2023

Attachments: Johnston Drive Drainage Design Task Order

Background/History:
Johnston Drive, located on the eastern city limits of Bishop, 400 feet east of the Bishop Creek Canal, currently experiences ponding/drainage issues from storm drainage runoff during rain events. Water eventually flows easterly towards the residential structures on the east side of Johnston Drive and collects at the southern terminus of the street where it ponds. Efforts have been made to drain water out into the adjacent dirt field, however the earthwork has been minimal due to land ownership and lack of environmental clearance.

The goal of this project is to improve water drainage to convey storm water off the street and reduce water accumulation that could impact the houses. It is noted that some of the existing building and garage finished floor elevations on the eastern side of Johnston Drive are lower than the existing road elevations.

Analysis/Discussion:

This City is requesting that Eastern Sierra Engineering develop engineering plans, specifications, and cost estimates to design a drainage solution for Johnston Drive. This could include changing the grading of the road surface, resurfacing, drainage pipes and inlets, and/or curb and gutter. It is anticipated that this project will be categorically exempt from CEQA, however if the design triggers a different level of CEQA, the City will seek a proposal for environmental clearance.

The scope of work, as described in the task order and excluding environmental work, will cost $79,692. Including a 10% contingency brings the total not-to-exceed amount to $87,661.

Economic Impacts:
None

Budget Impacts:

This item is included in the FY 2023/ 2024 budget line item 001-023-52015, Street Maintenance Professional/ Technical Services.

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

Recommended Action:
Council consideration to approve the Public Works Director to execute the Johnston Drive Drainage Design Task Order under the provisions of the As Needed, On-Call Civil Engineering Service Agreement between the City of Bishop and Eastern Sierra Engineering that was executed on July 1, 2023 with a not-to-exceed amount of $87,661.

Approved By: Ethan Aukee 10/2/2023
Approved By: Robin Picken 10/2/2023
Approved By: Dean Pucci 10/3/2023
Approved By: Deston Dishion 10/3/2023

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

Eastern Sierra Engineering Task Order 1
for As Needed, On-Call Engineering and Surveying Services

Date: September 15, 2023
Consultant: Eastern Sierra Engineering (ESE)
Contract No: ESE TO 1
Project Title: Johnston Drive Drainage Improvements
Not to Exceed Fee: $87,661.00

A. PROJECT DESCRIPTION AND BACKGROUND INFORMATION

Johnston Drive, located on the eastern city limits of Bishop, 400 feet east of the Bishop Creek Canal, currently experiences ponding/drainage issues from storm drainage runoff during rain events. It is also noted that some of the residents experience water intrusion into their structures due to either a high-water table that damages their basements, and/or ponding at the adjacent field west of Johnston Drive. This water eventually flows easterly towards the residential structures on the east side of Johnston Drive, and collects at the southern terminus of the street where it ponds. Efforts have been made to drain water out into the adjacent dirt field, however the earthwork has been minimal due to land ownership and lack of environmental clearance.

The goal of this project is to improve water drainage to convey storm water off the street and reduce water accumulation that could impact the houses. It is noted that some of the existing building and garage finished floor elevations on the eastern side of Johnston Drive are lower than the existing road elevations.

The City's right of way is narrow, at 45 feet on the northern half and only 42 feet on the southern half. Sidewalk extends down the west side of the street up to the point where the right of way narrows. A stormwater inlet is located on the south-east corner of the intersection of Johnston Drive and E. Line Street. The drainage pipe extends approximately 185 feet to the east. The topography of the site is relatively flat, with a slight slope to the east and south (see attachment).

The land surrounding the neighborhood is owned entirely by LADWP. The City has an easement for the sewer main that extends from west to east on the south side of the neighborhood. This sewer main is bermed and receives sewage from the neighborhood through a lift station at the end of the street.

B. SCOPE OF SERVICES

A survey will be required for this project and shall be included in the scope of ESE's work. The street and surrounding topography will be analyzed to determine possible drainage solutions to reduce the ponding issues. A design will be developed based on the analysis and should be based on the most cost-effective solution to mitigate the identified drainage problems. Plans will be prepared at a minimum scale of 1"=XX' at full size (22"x34") and will include a cover sheet with location and vicinity maps, construction notes and abbreviations, plan and profile sheets as appropriate, and details. Cost estimates and specifications shall be included based upon the deliverables below. The basis for the specifications shall be Caltrans standards. The final cost estimate shall be in a construction bid estimate format.

It is suggested that during design, catch basins be evaluated for use along Johnston Drive to convey the storm water to an existing catch basin on the east side of Johnston Drive and East Line Street. This will need to be evaluated during design to determine the feasibility of tying into the existing system.

C. ASSUMPTIONS AND PROVIDED DOCUMENTS

1. No design work will be provided to address issues related to individual resident's water damage from a high-water table or for any run-on developed by the ponding in the field west of Johnston Drive.

2. It is anticipated that the work will extend into some of the resident's properties and that Right-of-Entry Agreements/temporary easements will be required to perform construction on private property.

3. ESE will provide construction support (answering RFI's, attending construction meetings). It is at the City's discretion if they would prefer to have ESE provide Construction management/inspection and material testing during construction.

4. During preliminary design, it will be determined if sidewalk will be incorporated into this project.

5. No permits are required for this project.

6. No Geotechnical report or test borings are required.

7. City will provide GIS data for existing infrastructure in the vicinity of the project, including storm drain, water, and sewer. One-foot LIDAR contours and aerial imagery will also be provided.

8. Legal Descriptions for Temporary Construction Easements and any Drainage easements not included in this scope of work.

D. PROPOSED PROJECT SCHDULE & DELIVERABLES

The City shall own all deliverables. Survey and design products shall be delivered as AutoCAD, including all external references and attachments, and PDF formats. Specifications shall be in Word format and cost estimates shall be in Excel format.

The project is not expected to be constructed prior to 2025 and is highly dependent on funding. It is anticipated that this project will be categorically exempt from CEQA under Section 15301 or 15303, however if the design triggers a different level of CEQA, the City will seek a proposal for environmental clearance.

Task Number	Task Name	Anticipated Delivery Date
1	Site Survey	Jan. 2024
2	30% Preliminary Engineering Plans and Cost Estimate	March 2024
3	60% Engineering Plans, Specifications & Cost Estimate	May 2024
4	90% Engineering Plans, Specifications & Cost Estimate	August 2024
5	Right of Way Drawings and exhibits to support Right-of-Entry agreements for construction	August 2024
6	Out-to-Bid Plans, Specifications and Estimate	March 2025
7	Option Item - Environmental Compliance and Support	TBD
8	Construction Support	Summer 2025

E. FEES

The total cost to complete the work included in the Scope of Services shall not exceed $87,661 without written authorization. This work and any additional work outside the Scope of Services will be billed on a time and materials basis based on the fee schedule attached as EXHIBIT A.

F. CONTACT PERSON

City of Bishop	Consultant
Nora Gamino	Bryan Elkins
Public Works Director	Senior Engineer
760-873-8459	(760) 920-4948
ngamino@cityofbishop.com	belkins@esengr.com

IN WITNESS WHEREOF, this Task Order has been executed under the provisions of the As Needed, On-Call Civil Engineering Service Agreement between the City of Bishop and Eastern Sierra Engineering that was executed on July 1, 2023. By the signatures below, the parties hereto agree that all terms and conditions of this Task Order and previously agreed upon On-Call Service Agreement shall be in full force and effect.

_____ _____

Nora Gamino
Public Works Director
City of Bishop

Date

_____ _____

Jennifer Roman, P.E.
California PE No. C054137
Senior Engineer
Eastern Sierra Engineering

Date

Agenda Item: 14.L
Date of Meeting: October 23, 2023
Department: Public Works

STAFF REPORT

To:	City Council
From:	Nora Gamino
Subject:	**West Line Street Water Main Replacement Design Task Order**
Prepared On:	October 17, 2023
Attachments:	West Line Water Main Replacement Design Task Order

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Background/History:
The water main in W. Line Street (State Route 168) is old, 8-inch steel pipe, for approximately 2,025 feet from Main Street to Home Street. Caltrans is scheduled to repave W. Line Street as part of the Bishop Pavement Project, and it is anticipated that this project will cause damage to the existing water main due to its age. The City desires to replace the old water main prior to the Caltrans paving project to avoid substantial repairs during and after the Bishop Pavement Project. Therefore, the water main replacement project must be constructed prior to August 2025.

Analysis/Discussion:
The steel pipe is to be replaced with PVC C-900 pipe. There are twelve main connections, twelve service laterals, and two fire hydrants connected to the 8-inch steel pipe. The main line connections vary in size and type and include 4 to 10-inch cast iron, 8 to 14-inch ductile iron, and 8-inch PVC. Minimal disruption to water service throughout the duration of the project is a main priority. Additionally, encroachment and traffic control will need to be coordinated with and approved by Caltrans. Due to these design considerations and the timeline constraints, it is necessary for the City to hire a consultant to develop the design documents necessary to complete the work.

Economic Impacts:
None

Budget Impacts:
This item is substantially included in the FY 2023/ 2024 budget account 004-050-52015, Water Professional/ Technical Services, however the cost exceeds the currently budgeted amount and will be corrected in a mid-year budget adjustment if necessary.

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

with the law.

Recommended Action:
Council consideration to approve the Public Works Director to execute the West Line Street Water Main Replacement Design Task Order under the provisions of the As Needed, On-Call Civil Engineering Service Agreement between the City of Bishop and Wood Rodgers that was executed on July 1, 2023 with a not-to-exceed amount of $116,100.

Approved By: Ethan Aukee 10/17/2023
Approved By: Robin Picken 10/17/2023
Approved By: Nora Gamino 10/17/2023
Approved By:

CITY OF BISHOP

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

Wood Rodgers Task Order #1
for As Needed, On-Call Engineering and Surveying Services

Date: October 23, 2023
Consultant: Wood Rodgers
Contract No: WR TO 1
Project Title: W. Line Street Water Main
Replacement Not to Exceed Fee: $116,100

A. PROJECT DESCRIPTION AND BACKGROUND INFORMATION

The water main in West Line Street (State Route 168) is old, 8-inch steel pipe, for approximately 2,025 feet from Main Street to Home Street. Caltrans is scheduled to repave W. Line Street as part of the Bishop Pavement Project, and it is anticipated that this project will cause damage to the existing water main due to its age. The City desires to replace the old water main prior to the Caltrans paving project to avoid substantial repairs during and after the construction of the Bishop Pavement Project. Therefore, the water main replacement project must be completely constructed prior to August 2025. Minimal disruption to water service throughout the duration of the project is a main priority. Additionally, encroachment and traffic control will need to be coordinated with and approved by Caltrans.

The steel pipe is to be replaced with PVC C-900 pipe. There are twelve main connections, twelve service laterals, and two fire hydrants connected to the 8-inch steel pipe. The main line connections vary in size and type and include 4 to 10-inch cast iron, 8 to 14-inch ductile iron, and 8-inch PVC. The water line is wholly located within the Caltrans right of way and tends to be in the east bound parking/bicycle lane. Sewer main lines are adjacent to the water line and located north, further into the east bound travel lane.

There is an additional need to install isolation valves further west on either side of hospital and in multiple locations on the main line to the storage tank/well 4. This main line is 12-inch ductile iron. These additional valves should be included as part of this design package.

B. SCOPE OF SERVICES

Task 1 – Construction Documents - $83,920

For this task, we will perform the following:

- Prepare design drawings that include approximately the following sheets:
  - Title Sheet (1 Sheet)
  - Notes Sheet (1 Sheet)
  - Legend and Abbreviations Sheet (1 Sheets)
  - Water Plans and Profiles (6 Sheets)
  - Water Main Connection Details (2 Sheet)
  - Details (5 Sheets)
- Attend Project team meetings as necessary through the Project duration. Anticipated meetings are a single in-person project kickoff meeting and virtual design review meetings at the 60% and 90% phase of design.
- Design drawings will be submitted to the City of Bishop (COB) for review at the 60%, 90% and 100% phases of design and to the State Water Resources Control Board – Division of Drinking Water for review at the 60% phase of design. One set of comments from each agency will be addressed at the 60% and 90% phases of design.
- Construction Cost Estimates, including quantities and unit pricing, will be prepared and submitted at each phase of completion. The estimate will be utilized to prepare a Construction Bid Schedule for inclusion in the Project's contract documents.
- Special Provisions and Technical Specifications will be prepared and included in the Project's contract documents. Technical Specifications will be submitted at the 90% and 100% phases of design. Front-end contract documents preparation is not included in this scope of work.
- The design will account for project specific constraints with respect to water main shutdowns, connections and customer outages. Wood Rodgers will work with COB to identify the required outages and closures necessary for construction of each location. Any language regarding outage phasing will be coordinated with COB and included in the Special Provisions.

Task 1 Deliverables – 60%, 90% and 100% Plans and Construction Cost Estimates, 90% and 100% Construction Bid Schedule, Special Provisions and Technical Specifications.

Task 2 – Caltrans Encroachment Permit / CEQA Compliance - $15,000

For this task, we will perform the following:

- Prepare and submit a Caltrans Encroachment Permit application at the 100% phase of design per Caltrans Form TR-0416. We will attend two in-person meetings and address two sets of comments from Caltrans.
- Wood Rodgers has determined that this project would qualify for a CEQA Categorical Exemption under Section 15301(c) Existing Facilities. We will complete a Notice of Exemption Form to be signed by the City of Bishop as the CEQA Lead Agency. This scope of work assumes that the City will be responsible for submitting the Notice of Exemption to the Inyo County Recorder's Office in Independence, CA. Wood Rodgers environmental staff will provide as needed support for any questions or comments raised by Caltrans staff regarding environmental issues during their review of the Encroachment Permit Application.

Task 2 Deliverables – Caltrans Encroachment Permit Application.

Task 3 – Bidding Assistance - $4,240

For this task, we will perform the following:

- Assist COB in responding to questions during the bidding process.
- Prepare all required responses to Requests for Information (RFIs) during the bidding process.
- Attend an in-person pre-bid conference for the Project.
- Attend a bid opening if required.

Task 3 Deliverables – RFI Responses.

Task 4 – Construction Support - $12,940

For this task, we will perform the following:

- Prepare a Conformed Set of the Project documents.
- Coordinate with COB and the Contractor during the course of construction.
- Review construction and shop drawings/submittals for compliance with the design intent.
- Review lab, shop and mill test reports and certifications for compliance with the design intent.
- Prepare responses to RFIs issued by the Contractor.
- Prepare Record Drawings for the completed Project.

Task 4 Deliverables – Conformed Construction Documents, Submittal Review Responses, RFI Responses and Record Drawings.

C. ASSUMPTIONS AND PROVIDED DOCUMENTS

- Wood Rodgers to utilize AutoCAD base mapping provided to COB from Caltrans for design in West Line Street from Home Street to US 395 as well as along the Northern Inyo Hospital frontage. Design outside of the limits of the Caltrans provided base mapping to the storage tank/well 4 will utilize publicly available aerial imagery and County linework for R/W.
- The City utilizes Caltrans Standard Specifications and Plans and the 1991 City Specifications for Domestic Water and Sanitary Sewer Systems. Recently, the City has been utilizing the current AWWA standards for PVC pipe due to the outdated nature of the 1991 City standards. Special provisions shall be prepared for this project based on these standards.
- City to provide GIS data.
- City to provide potholing information as requested by Wood Rodgers.
- City to prepare front-end contract documents.
- City is responsible for payment of all agency fees.
- Wood Rodgers assumes open trenching installation for the replacement water main installation and existing water main removal. Pavement patching will be limited to the trench limits only due to the upcoming Caltrans pavement reconstruction project.

D. PROPOSED PROJECT SCHEDULE

Milestone	Est. Duration (weeks)	Due Date
Notice to Proceed	0	October 2023
Kick-Off Meeting/Field Investigations	2	November 2023
60% P&E Preparation	8	January 2024
60% Agency Review	4	February 2024
90% PS&E Preparation	6	April 2024
90% Agency Review	4	May 2024
100% PS&E Preparation	4	June 2024
Caltrans EP Coordination	24	December 2024
Advertise Project	4	January 2024
Construction	6	May 2025

E. FEES

The total cost to complete the work included in the Scope of Services shall not exceed $116,100 without written authorization. This work and any additional work outside the Scope of Services will be billed on a time and materials basis based on the fee schedule attached as EXHIBIT A.

F. CONTACT PERSON

City of Bishop	Wood Rodgers, Inc.
Nora Gamino	Mike Davidson, PE
Public Works Director	Principal Engineer
760-873-8459	775-823-4064
ngamino@cityofbishop.com	mdavidson@woodrodgers.com

IN WITNESS WHEREOF, this Task Order has been executed under the provisions of the As Needed, On-Call Civil Engineering Service Agreement between the City of Bishop and Wood Rodgers that was executed on July 1, 2023. By the signatures below, the parties hereto agree that all terms and conditions of this Task Order and previously agreed upon On-Call Service Agreement shall be in full force and effect.

_____ _____

Nora Gamino
Public Works Director
City of Bishop

Date

_____ _____

Mike Davidson, PE
Principal Engineer
Wood Rodgers, Inc.

Date

Agenda Item: 14.M
Date of Meeting: October 23, 2023
Department: Planning

STAFF REPORT

To:	City Council
From:	Ana Budnyk
Subject:	**Downtown Bishop Parkways Project (Whitney Alley) Design Task Order**
Prepared On:	October 17, 2023
Attachments:	Downtown Bishop Parkways Project (Whitney Alley) Design Task Order 1

Background/History:
The City of Bishop received grant funding from the California Natural Resources Agency through their Proposition 68 Green Infrastructure Grant Program in 2020 for the Downtown Bishop PARKways project, focusing on Whitney Alley. The scope of the project is to create a green corridor and community space in Downtown Bishop by planting trees, installing bioswales, increasing permeable surfaces for stormwater capture, establishing pollinator habitat, and constructing dedicated pedestrian paths to improve walkability and safety, along with increasing access to green space and recreation for disadvantaged communities.

The City conducted public outreach and conceptual design for the project that was presented on August 28, 2023.

Due to the City not securing additional funding from the Clean California grant program and the project's constrained timeline, there is not sufficient time for a thorough design process for the park. As a result, the design development of the pocket park at 262 North Main Street has been reevaluated, and it will be pursued as an independent project in the future, subject to the availability of funding.

Analysis/Discussion:
This scope of work builds upon the previous design work contract between Stantec and the City to prepare construction documents. The scope also includes value engineering tasks to identify potential cost-saving opportunities for the current preferred conceptual design, which includes the Phase 1 base bid project and additional bid items.

Economic Impacts:
There are no significant economic impacts.

Budget Impacts:

This item is included in the 2023-2024 Fiscal Year Budget.

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

Recommended Action:
Council consideration to approve the Public Works Director to execute the Downtown Bishop Parkways Project (Whitney Alley) Design Task Order under the provisions of the As Needed, On-Call Civil Engineering Service Agreement between the City of Bishop and Stantec Engineering Inc. that was executed on July 1, 2023 with a not-to-exceed amount of $127,395.

Approved By: Ethan Aukee 10/17/2023
Approved By: Robin Picken 10/17/2023
Approved By: Nora Gamino 10/19/2023
Approved By:

CITY OF BISHOP

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

Stantec Task Order 1
for As Needed, On-Call Engineering and Surveying Services

Date: October 17, 2023
Consultant: Stantec Consulting Services Inc.
Contract No: Stantec TO 1
Project Title: Downtown Bishop Parkways Project (Whitney Alley) Design
Not to Exceed Fee: $127,395

A. PROJECT DESCRIPTION AND BACKGROUND INFORMATION

The City of Bishop received grant funding from the California Natural Resources Agency through their Proposition 68 Green Infrastructure Grant Program in 2020 for the Downtown Bishop PARKways project, focusing on Whitney Alley.

The scope of the project is to create a green corridor and community space in downtown Bishop by planting trees, installing bioswales, increasing permeable surfaces for stormwater capture, establishing pollinator habitat, and constructing dedicated pedestrian paths to improve walkability and safety, along with increasing access to green space and recreation for disadvantaged communities.

Since the City has not received additional funding from Clean CA, the design of the pocket park at 262 North Main Street has been reconsidered and will be pursued as a separate project in the future, pending funding availability. The current project lacks the necessary time for a well-planned design process for the pocket park and contains uncertainties regarding construction costs. Stantec will design stubouts for the required infrastructure to facilitate electrical and water connections for the park as presented in the current conceptual design phase.

B. SCOPE OF SERVICES

Task 1 Project Management and Coordination

- Stantec will oversee project management to ensure adherence to the design schedule.
- Stantec project managers, Grant Schmitz and Barb Santner, will facilitate effective communication among the design team, sub-consultants, the City, and other stakeholders. Efficient communication involves timely, clear, and collaborative information exchange to enhance coordination, transparency, and issue resolution. It encompasses maintaining comprehensive project records, offering solutions for project cost, timing optimization, providing regular updates, and fostering feedback to support effective project management and successful outcomes.
- Stantec will facilitate virtual team meetings as necessary throughout the project duration. This may include check-in meetings to discuss project status, decisions, and the timeline and virtual design review meetings at the 60-percent and 90-percent phases of design. One virtual Kick-off meeting to start 60-percent design is anticipated.
- At key milestones during project development, Stantec will conduct field walks to verify feasibility and constructability of project alternatives and designs.

Task 1 Deliverables

- Monthly invoicing
- Facilitate coordination calls and meetings with the City.
- One meeting summary for each meeting documenting decisions/directions and any follow up actions required.

Task 1 Assumptions

- The duration of the project will be 8 months, not including construction bidding, construction, or any delays that result from seeking future funding.
- 16 facilitated virtual coordination calls are assumed for the duration of the project.
- Construction phase is not included. We assume that construction support will be provided as an amendment/separate contract prior to commencing construction.
- Stantec is not scoped to participate in City Council or Planning Commission meetings; however, our local project manager can be available if needed.

Task 2 Value Engineering

- Stantec will conduct a comprehensive value engineering analysis to identify potential cost-saving opportunities for the current preferred conceptual design, which includes the Phase 1 base bid project, and additional bid items, excluding the pocket park at 262 North Main Street.

- Stantec will present cost-saving options to the City in a bulleted format. These options will be accompanied by design markups to clarify corresponding areas on the plan, making the cost-estimate table more visually comprehensible. Markups are intended to enhance graphic visualization and can be presented in a PDF format or hand-drawn
- Stantec will arrange a meeting with the City to discuss value engineering choices, including their pros, cons, and trade-offs.
- An updated cost estimate, considering potential cost savings, will be provided. This estimate will be augmented by visual markups indicating specific areas associated with cost-estimate items. This visual representation will facilitate the City's understanding of the improvement areas and their associated costs, aiding informed decision-making.
- Stantec will receive comments from the City, provide necessary responses, and incorporate the feedback into the 60-percent design.

Task 2 Deliverables

- Cost-saving options to the City in a bulleted format: One (1) PDF markup of the current preferred conceptual design, with Stantec's comments on value engineering opportunities.
- An updated cost estimate aligned with the base bid, complemented by visual markup.

Task 2 Assumptions

- The City will review the value engineering deliverables and provide comments/direction for integration into the final design.
- Unintended consequences will be identified.
- The City will contact CNRA grant administration to amend the grant scope based on the value engineering strategy.
- The base bid project (also known as Phase 1) is designed to fulfill the CNRA grant scope and meet the minimum requirements for project operation.

Task 3 Geotechnical Investigation

Stantec, in collaboration with Sierra Geotechnical Services Inc (SGSI), will conduct geotechnical investigations and analyses for the project. These investigations will encompass the evaluation of the permeability rates of the subgrade soils. This data will support the design of stormwater treatment and infiltration facilities.

- Geotechnical analyses will be carried out in the designated landscape and bioswale improvement areas.

Task 3 Deliverables

- Geotechnical Report (Preliminary and Final)

- While the existing pavement will generally remain in place, with surface sealing. In the locations where the pavement is proposed to be replaced, Stantec would refer to Caltrans Standard Specification for pavement.
- If more extensive reconstruction of the existing pavement is deemed necessary, Stantec can offer additional analysis of the existing soils and subsequent design recommendations for the proposed pavement section, which can be integrated into the project.
- Utility potholing is not proposed; it can be done by the City Public works staff if necessary.

Task 5 Construction Documents / Bid Set

5.1 60-Percent Design

Once the value engineering for the 30-percent design for Phase 1 (base bid set) and optional items has been completed, plans will be developed to the 60-percent design level.

5.1.1 Utility Coordination: Communication and coordination with utility owners regarding utility relocations as required by the project design.

5.1.2 Civil Engineering Design: Design and information will be provided, including City Standard Cover Sheet, Notes, Abbreviations and Legend, Demolition Plan, Erosion Control Plan, Site and Horizontal Control Plan, Grading and Drainage Plan, Site Cross-Sections (if warranted), Utility Plan, Striping Plan and Standard and Special Details.

5.1.3 Landscape Architecture Design: Design and information will be provided, including Planting Plan and Details, Irrigation Plan and Details (both permanent and temporary if used), Amenities Plan and Details, Furnishing, Striping, and Signage plans. Site plan enlargements for hardscape improvements and detail sheets for amenities.

5.1.4 Lighting Design: Lighting design will be provided for alley pedestrian-scaled light poles and attached to buildings if used. Photometrics will be provided. The City standard pedestrian-scaled light will be used with one alternative studied. A lighting schedule will be provided for the electrical engineer to use for design.

5.1.5 Electrical Design: Our team will provide design for new pedestrian-scaled lights and building-mounted lights if used. The electrical design for amenities and fixtures will be in accordance with current City Standards.

5.1.6 Construction Documents: All drawings will be prepared as 22” X 34” pdf (printable on 24”X36” or 11”X17” half-size) drawing size. Plans shall include the proposed layout, including material types and locations, steps, ramps, walls, fencing, art elements, and other amenities as applicable. Documents may include the following:

- Standard cover sheet
- Abbreviations and Legend
- Erosion Control Plan
- Demolition Plan
- Irrigation plan
- Striping plan that identifies changes to striping to modify parking spaces or circulation patterns.
- Civil Site and Horizontal Control Plan
- Grading and Drainage Plan
- Site Cross-Sections (if warranted)
- Utility Plan. Limited to tying the new restroom into existing sanitary and water services.
- Standard and Special Details
- Landscape Architecture:
    - Planting Legend & Notes, Plan and Details
    - Irrigation Legend & Notes, Plan and Details
    - Landscape Site Plan Enlargements for Hardscape and Details, Plan
    - and Details
- Lighting Design
- Electrical Plan and Details
- Photometric Plan

5.1.7 Construction cost estimate and budget tradeoffs: due to funding constraints, not all project goals can be accomplished in a single phase. Stantec will propose bid options for the base project, which will be a functional standalone project within the available funding. Optional bid items (or future phases) will be additional improvements that can be added to the base project with minimal or no modifications to the base project or bid schedule. This approach allows for flexibility in achieving project goals within budget constraints.

Task 5.1 Deliverables:

- 60-percent Design Construction Documents QA/QC
- 60-percent Cost Estimate (the base project and optional bid items)
- 60-percent schedule for the base project

Task 5.1 Assumptions:

- No stormwater analysis is needed for the project. The City will provide any available as-built information, prior hydraulic analysis, or other pertinent materials. Stantec will review available hydrology/hydraulic information provided by the City to ensure proper sizing of hydrologic facilities.
- It is assumed that the project will be separated into base bid projects and include optional bid items.
- No environmental or cultural review is required for this project.

- The City will lead the project coordination effort with adjacent property owners. Stantec will provide exhibits and supporting materials as needed and attend any public meetings as necessary.
- Construction services are not included. Construction support will be provided as an amendment or separate contract as needed and prior to construction commencing.
- There are identified utilities that will require relocation as a part of the Phase 1 recommendations for the project.
- The City will provide a complete list of utility companies to Stantec within one week of the notice to proceed.

5.2 90-Percent Design

The 90-percent design benchmark is the final review of the plans. There shall be no deferred approval items; a complete design shall be provided for all elements of the project.

Task 5.2 Deliverables:

- Construction documents plan set for Phase 1 and 2, including all relevant design drawings and plans, including omissions from 60-percent submittal, with changes from 60-percent review incorporated.
- Specifications package for base bid project and optional bid items, refer to Caltrans and city specifications.
- Construction cost estimate for base bid project and optional bid items, including final construction phasing/bid options in a bid schedule format.
- Construction schedule for base bid project.

Task 5 Assumptions:

- The City will provide a template for project specifications. Standard city specifications and standard Caltrans specifications can be used. Stantec will provide technical specifications only. Any unique or specialized project specifications can be presented in the format of their choosing.
- Consistent with the RFP, we have not included permitting services, tasks, or costs. A SWPPP is not required.

5.3 Final Design/Bid Set

The final construction documents will include final, stamped versions of all construction documents required for construction. While these are intended to be final designs, the City will review and either provide a list of corrections or an acceptance within 4 weeks of submission. Each sheet of the construction documents must bear the seal and signature of the responsible A/E design professional licensed in the State of California.

The City will rely on the accuracy of cost estimates supplied by the Consultant when preparing the construction budget. When the project is bid, the Consultant may be required to modify the plans and specifications, any construction documents relating to the plans and specifications, and Consultant's estimate in a value engineering exercise, at no cost to the City, when the lowest bid for construction received by the City exceeds the Consultant's estimate by more than ten percent (10-percent). These modifications shall be made and submitted in a timely fashion to the City to allow for minimal impact to the schedule and desired notice-to-proceed for the start of construction.

Develop a comprehensive Stormwater Protection Plan. The plan will detail strategies, measures, and protocols for effectively managing stormwater runoff and protecting local water quality during the construction phase of the project.

Final construction documentation will comply with the following design standards and specifications:

- Model Water Efficient Landscape Ordinance (MWELO)
- Applicable Governor Executive Orders
- Americans with Disabilities Act
- City of Bishop Municipal Code
- Inyo County and LADWP codes and standards as applicable

Task 5.3 Deliverables:

- 100-percent /final plans, with changes from 90-percent review incorporated.
- 100-percent /final cost estimate/bid list for base bid project and optional bid items
- Final technical specifications/special provisions for base bid project and optional bid items
- 100-percent Construction cost estimate, including final construction phasing/bid options in a bid schedule format for base bid project and optional bid items
- Construction schedule for base bid project.

Task 6 Bid Services (As needed)

- Request for Information (RFI): While the Project is being advertised for bids, all questions concerning intent will be referenced to the Client for resolution. If items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items will be sent to the Client and forwarded to the Consultant to provide responses. Corrective actions taken will be in the form of an addendum prepared and issued by the Client. Addendums are to be issued in pdf format unless otherwise determined by the Client. Assumes (3) three RFI. Construction Documents: Consultant will proceed with each submittal phase task to include the following plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents").

- Addendum revisions will be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped out for issuance in 8-1/2” X 11” format. Consultant shall coordinate with Client on tracking each revision issued. Consultant will maintain a log of all revisions to the Client. Assumes (3) Addendum Revisions.
- Consultant will participate in the Pre-bid meeting.

Task 6 Deliverables:

a. Draft response to bidder questions/RFIs

b. Pre-bid meeting attendance

c. Preparation of bid addenda

Task 6 Assumptions:

a . Bidding of the construction will be led by the City.

b . Bid support will be limited to RFI/bid question responses and addenda development support.

1. FEES

$127,395

2. CONTACT PERSON

City of Bishop	Consultant
Anastasiia Budnyk	Grant Schmitz
Assistant Planner	Professional Engineer
760-873-8459	760-784-8521
abudnyk@cityofbishop.com	grant.schmitz@stantec.com

IN WITNESS WHEREOF, this Task Order has been executed under the provisions of the As Needed, On-Call Civil Engineering Service Agreement between the City of Bishop and Stantec Consulting Services Inc. that was executed on July 1, 2023. By the signatures below, the parties hereto agree that all terms and conditions of this Task Order and previously agreed upon On-Call Service Agreement shall be in full force and effect.

_____ _____

Nora Gamino Date

Public Works Director

City of Bishop

_____ _____

Katie Ross-Smith Date

Principal

Stantec Consulting Services Inc.

Agenda Item: 14.N
Date of Meeting: October 23, 2023
Department: Planning

STAFF REPORT

To:	City Council
From:	Ana Budnyk
Subject:	**A Resolution Approving The Eastern Sierra Comprehensive Economic Development Strategy for Alpine, Inyo, And Mono Counties, The Town Of Mammoth Lakes, and The City Of Bishop**
Prepared On:	October 17, 2023
Attachments:	A Resolution Approving The Eastern Sierra Comprehensive Economic Development Strategy Exhibit A_Eastern Sierra Comprehensive Economic Development Strategy

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Background/History:
The Eastern Sierra, encompassing Alpine, Inyo, and Mono Counties, has successfully developed a regional economic development strategy necessary for accessing federal funding opportunities, known as a Comprehensive Economic Development Strategy (CEDS). The project received funding through a grant from the Rural County Representatives of California (RCRC) and was prepared by Thomas P. Miller and Associates (TPMA). A stakeholder committee, comprising staff members from each member agency along with TPMA, collaborated on the process to finalize the draft CEDS. This process included comprehensive stakeholder meetings held throughout the Eastern Sierra during the week of April 24, 2023. The draft CEDS underwent a public review from July 31 to August 30, 2023, and relevant comments have been incorporated into the document. The draft has been submitted to the US Economic Development Administration (EDA) for review, and they have confirmed that it complies with all requirements for acceptance.

Analysis/Discussion:
The draft CEDS, a strategic blueprint for fostering sustainable economic growth and prosperity in the region, is a result of the collective endeavors of various stakeholders. These stakeholders encompass local businesses, community organizations, and government agencies, all working together to improve the economic well-being of our communities. Upon adoption, the CEDS will not only guide economic development efforts in the Eastern Sierra but also render the City eligible for additional grant funding from the EDA and other funding sources.

The Eastern Sierra Council of Governments (ESCOG) is proposed to be the entity that submits the CEDS to the US Economic Development Administration for formal approval on

behalf of the region. The finalized CEDS will be adopted by the ESCOG and its member governing bodies through a resolution, and then the ESCOG will submit the final CEDS to the EDA.

Economic Impacts:
Unknown

Budget Impacts:
None

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

Recommended Action:
Council consideration to approve the proposed resolution relating to the Eastern Sierra Comprehensive Economic Development Strategy (by title only).

Approved By: Robin Picken 10/17/2023
Approved By: Dean Pucci 10/17/2023
Approved By: Nora Gamino 10/18/2023
Approved By:

RESOLUTION NO: 2023-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, APPROVING THE EASTERN SIERRA COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY FOR ALPINE, INYO, AND MONO COUNTIES, THE TOWN OF MAMMOTH LAKES, AND THE CITY OF BISHOP AS PREPARED AND AUTHORIZING THE EASTERN SIERRA COUNCIL OF GOVERNMENTS TO SUBMIT TO THE U.S. ECONOMIC DEVELOPMENT ADMINISTRATION

WHEREAS, U.S. Department of Commerce, Economic Development Administration (EDA) requires the preparation and adoption of a Comprehensive Economic Development Strategy (CEDS) to be accepted by the Alpine County Board of Supervisors, the Inyo County Board of Supervisors, the Mono County Board of Supervisors, the Mammoth Lakes Town Council, and the Bishop City Council and the EDA prior to consideration of certain federal funding; and

WHEREAS, a CEDS is a document developed by jurisdictions for the United States Economic Development Administration (EDA) to apply for vital funding for community economic development initiatives; and

WHEREAS, the Counties of Alpine, Inyo, and Mono, Town of Mammoth Lakes and City of Bishop conducted their CEDS process following the federal Code of Federal Regulations (CFR), 13 CPR §303.6; and

WHEREAS, the CEDS takes into account and, where appropriate, incorporates or leverages other regional planning efforts, including the use of available federal funds, private sector resources, and state support which can advance a region's CEDS goals and objectives; and

WHEREAS, the CEDS process analyzes existing regional conditions, opportunities, and global economic conditions, leading to a region-specific strategy-driven plan for economic prosperity; and

WHEREAS, The CEDS must be updated every five years to stay relevant with changing economic conditions and to qualify for U.S. Economic Development Administration (EDA) funding assistance under its Public Works and Economic Adjustment Assistance programs; and

WHEREAS, In addition to summarizing the status of the local economy and areas of opportunities, the focal point of the CEDS is the identification of projects that may be eligible for federal grant funding; and

WHEREAS, Adoption of the CEDS is a federal requirement which the Alpine County, Inyo County and Mono County, and qualified organizations within the region, must meet to apply to EDA for Public Works or Economic Adjustment Assistance Program grants; and

WHEREAS, the Eastern Sierra Council of Governments serves as a regional joint powers authority representing Inyo County, Mono County, the Town of Mammoth Lakes, and the City of Bishop, and is the appropriate regional organization to serve as the lead agency to submit the CEDS to the EDA; and

NOW, THEREFORE, BE IT RESOLVED by the City of Bishop that:

1. After reviewing the CEDS document attached hereto as Exhibit A, hereby approves the report and authorizes the Eastern Sierra Council of Governments to submit the CEDS to the Economic Development Administration.

2. Adoption of this Resolution is not a Project as that term is defined by the California Environmental Quality Act.

PASSED, APPROVED, AND ADOPTED this __ day of _____, 2023.

APPROVED:_____

Jim Ellis

Mayor

ATTEST:_____

Robin Picken

City Clerk



Eastern Sierra Council of Governments

COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS)

Eastern Sierra Region

2024-2029

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This Comprehensive Economic Development Strategy is made possible in part from a grant from US Department of Commerce Economic Development Administration (EDA).

Golden State Finance Authority is honored to have served as the contract manager and grant administrator for this project on behalf of its member counties.

Executive Summary

The following Comprehensive Economic Development Strategy (CEDS) represents a commitment towards collaborative economic development between key stakeholders in Alpine, Inyo, and Mono Counties. These counties comprise the Eastern Sierra Region of California and together are planning for economic prosperity through the leveraging of shared strengths and navigation of shared challenges.

The plan will be adopted by the Eastern Sierra Council of Governments (ESCOG), which includes Inyo and Mono Counties as members. Alpine County will adopt the plan through a resolution and work closely with ESCOG and its member agencies throughout implementation.

About The Eastern Sierra Council of Governments

The Eastern Sierra Council of Governments (ESCOG) is a Joint Powers Authority (JPA) agency made up of the following member agencies: City of Bishop, the Town of Mammoth Lakes, Inyo County, and Mono County. The ESCOG coordinates regional planning and economic development efforts throughout the Eastern Sierra, working cooperatively with local, state, and federal partners to support community development, economic diversification, sustainable recreation, ecosystem management, and climate resiliency for a more prosperous, sustainable, and resilient region.

The ESCOG is empowered to work across jurisdictional boundaries by the Sustainable Recreation and Ecosystem Management Program, the Community Economic Resiliency Fund Pilot Program and the Inyo Mono Broadband Consortium Program, which were adopted by the resolution of all four member agencies[1].

The ESCOG will serve as the lead entity in the region to submit the plan to the US Department of Commerce Economic Development Administration (EDA), track plan progress and submit annual progress reports as required by the EDA.

1 Organization description provided by ESCOG

SWOT Analysis

Strengths

- Connection to Community
- Tourism & Recreation Industry
- Community Resilience
- Natural Assets

Weaknesses

- Housing
- Public & Utility Land Ownership
- Talent Attraction & Retention
- Remoteness

Opportunities

- Housing & Infrastructure
- Education & Entrepreneurship
- Industry Diversification
- Transportation

Threats

- Climate Change & Natural Disaster
- Infrastructure
- Government Relations
- Cost of Living

VISION STATEMENT

The Eastern Sierra region envisions a future which includes economic prosperity and environmental stewardship realized through collaborative efforts to preserve natural assets and historic culture, enhance regional connectivity and resiliency, and advance vibrant and inclusive communities.

Strategic Action Plan

The strategic action plan builds on this vision by building goals and objectives around the following focus areas:

ACCESS & CONNECTIVITY

From roadways to broadband to air travel, the importance of connectivity was a focus in stakeholder sessions and is supported by regional data and literature.

COMMUNITY & CULTURE

The Eastern Sierra region boasts a strong culture of community among the residents, workers, and other key stakeholders with vested interest in the success of the region and its economies.

ECONOMIC EXPANSION & DIVERSIFICATION

With the undisputed asset of a healthy tourism and outdoor recreation industry, regional leaders want to leverage the industry's benefits for economic growth while pursuing opportunities for economic diversification in pursuit of increased community resiliency.

ENVIRONMENTAL RESILIENCE & SUSTAINABILITY

The region has a robust inventory of natural assets to protect, frequent exposure to natural hazards, and a population accustomed to persevering and "bouncing back," calling for efforts related to environmental resilience and sustainability.

GOVERNMENT AFFAIRS & ADVOCACY

Regional collaboration and advocacy with state and federal entities is an important strategic implementation item and essential to pursue promising state and federal funding opportunities.

HOUSING AVAILABILITY & LAND USE

The extremely limited supply of privately owned land within the region colored the discussion around housing and land use, with stakeholders frustrated by rising housing costs and lack of opportunities for development.

ACCESS & CONNECTIVITY

GOAL: Improve and enhance regional access and connectivity within the region and with surrounding geographies.

- Increase access to digital resources through broadband infrastructure buildout across the region.
- Enhance the regional transportation network to provide residents, visitors, and businesses with more accessible, reliable options for moving in, out, and within the region.
- Enhance emergency response services to ensure remote communities are equipped for periods of time with no access to services.

COMMUNITY & CULTURE

GOAL: Maintain and capitalize on strong community culture.

- Improve partnerships and interagency collaboration to benefit localities and facilitate regionally-focused efforts.
- Garner support for new economic development-related initiatives, projects, etc. by developing and capitalizing on strong community engagement.
- Enhance the region's existing quality of life with additional amenities to attract and retain talent.
- Strengthen tribal relationships in the communities and counties and involve leadership in conversations and decisions to plan and implement strategies.
- Build out a more robust, uniform regional communication strategy for sharing information, including emergency responses, with people who live, work, and recreate in the region.

ECONOMIC EXPANSION & DIVERSIFICATION

GOAL: Grow and diversify the regional economy through support of existing and new businesses.

- Build relationships with existing businesses and respond to their needs.
- Build upon and transform opportunities for businesses to convene by industry sector to better understand and address common issues related to supply chain, workforce, etc.
- Enhance network of entrepreneurial and small business resources to encourage new business development within the region.
- Initiate and support efforts related to real estate solutions that complement industry and residential needs.
- Thoroughly study and review the status of the labor market and gaps in workforce services provision, for both employers and individuals.
- Identify additional data-informed opportunities that may exist for economic diversification and expansion.

ENVIRONMENTAL RESILIENCE & SUSTAINABILITY

GOAL: Prioritize opportunities to preserve natural assets and support service provision needs of residents during weather and disaster events.

- Reduce the challenges experienced by residents and visitors during climate events.
- Enhance the network of industry and community stewards to develop, adopt, and promote guidelines for sustainable tourism.
- Consider sustainable tourism as a budding industry with workforce needs and entrepreneurial opportunities.

GOVERNMENT AFFAIRS & ADVOCACY

GOAL: Promote stronger government affairs & advocacy efforts.

- Build capacity within ESCOG and its partners for improved government affairs, prioritizing relationship-building with the key state and federal entities who directly impact the implementation of CEDS strategy recommendations.
- Study the broader economic impact of regional strategy recommendations to garner more support from state and federal government agencies.
- Equip local government partners with knowledge and capacity for identifying and securing federal funding to ensure relevant opportunities can be pursued.

HOUSING AVAILABILITY & LAND USE

GOAL: Increase stock and availability of housing units with a focus on affordability for regional workforce.

- Increase amount of available land for private development.
- Work to improve and expand housing stock on available land.
- Expand additional housing options within affordable range for regional workforce.

The strategic action plan includes an evaluation framework to support implementation. It provides action steps, timelines for implementation, suggested metrics, and possible funding sources. The ESCOG will review progress on an annual basis and use the evaluation framework to assist with submission of the CEDS Annual Performance Report required of the EDA. Strategies and implementation plans may be updated as new information is gathered or new priorities are identified.

Recent updates to the EDA's guidelines for the CEDS process include that the concept of economic resilience must be incorporated into the process and the final plan. In the Eastern Sierra CEDS, economic resilience emerged as a theme that touched several main themes and priority areas and is incorporated in several key areas throughout the plan.

Introduction

This CEDS represents a commitment towards collaborative economic development between key stakeholders in Alpine, Inyo, and Mono Counties. These counties comprise the Eastern Sierra region of California, and together are planning for economic prosperity through the leveraging of shared strengths and navigation of shared challenges.

The plan will be adopted by the Eastern Sierra Council of Governments (ESCOG), which includes Inyo and Mono Counties as members. Alpine County will adopt the plan through a resolution and work closely with ESCOG and its member agencies throughout implementation.

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The ESCOG is empowered to work across jurisdictional boundaries by the Sustainable Recreation and Ecosystem Management Program, the Community Economic Resiliency Fund Pilot Program and the Inyo Mono Broadband Consortium Program, which were adopted by the resolution of all four member agencies[2].

2 Organization description provided by ESCOG

What is a CEDS?

A Comprehensive Economic Development Strategy (CEDS) is a unified, regionally focused action plan that provides a framework for an area's economic growth and community development. The CEDS serves as an economic blueprint for the region and establishes a collaborative process that will help create jobs, foster more stable and diversified economies, and improve living conditions. It is a continuous planning process that addresses the economic challenges and opportunities of an area, providing objectives to strengthen economies through regional strategies which focus on economic and workforce development, quality of life, transportation, and other vital infrastructure. This five-year CEDS will guide the direction of the Eastern Sierra region from 2024-2029, encouraging new, collaborative efforts at the regional and local levels.

The Eastern Sierra CEDS addresses the four required elements of a CEDS, including:

- **Summary Background** of the region's economic conditions and demographics.
- **SWOT Analysis** to identify the region's strengths, weaknesses, opportunities, and threats.
- **Strategic Direction/Action Plan** to incorporate tactics identified through the planning process, other plans, and stakeholder feedback to develop the priority strategies for the region.
- **Evaluation Framework** to identify and monitor performance measures associated with the plan.

For more information about the EDA and investment priorities related to CEDS, please visit https://www.eda.gov/funding/investment-priorities.

Eastern Sierra Comprehensive Economic Development Strategy

The CEDS builds on the region's strengths, prioritizes key regional priorities, and emphasizes intentional collaboration to encourage coordinated growth and prosperity, as informed by data analysis and stakeholder engagement. The 2024-2029 Eastern Sierra Regional CEDS was designed for regional, city, and county economic development practitioners, business leaders, elected officials, and stakeholders implementing programs that support the growth of businesses and enhance opportunities for individuals to access economic mobility in the region. The key component of this CEDS is to maintain and bolster the regional economy and job growth by continued linkage of the region's workforce skills and strengths, recreational assets and amenities, and to meet the needs of high-growth and emerging industries by maximizing assets in each of the three counties.

Summary Background and Regional Overview

Cultural Assets

General Community Culture

The Eastern Sierra region in California includes Alpine, Inyo, and Mono Counties. The region boasts a rich history of mining, ranching, and agriculture, which has influenced the region's cultural heritage, and it is also known for its stunning natural beauty and abundance of outdoor recreational experiences. The region is home to the Sierra Nevada Mountain Range, including Mount Whitney, the highest peak in the contiguous United States, as well as a few national forests, wilderness areas, and state and national parks. Residents and visitors can experience desert and mountain landscapes with access to lake settings as well. The Eastern Sierra region is largely rural, with many small towns and communities scattered throughout the region. These rural areas offer a unique blend of traditional and modern lifestyles, with a focus on outdoor recreation and a connection to the natural environment.

Tribal Communities

The Eastern Sierra Region includes a significant population of indigenous communities. Each tribe has a rich history in the region and provides meaningful economic impact for the counties in which they are located.

Alpine County is densely populated with indigenous people making up about a quarter of the entire county's population[3]. It houses some land belonging to the Washoe Tribe of California and Nevada, though most of the tribe's land and resources reside in Nevada. The Hung-A-Lel-Ti Community, also known as the Woodfords Community is the Southern band of the Washoe Tribe and is located in the Woodfords/ Markleeville area of Alpine County. Key assets here include the Woodfords Indian Education Center (WIEC) which provides education services to tribal youth and the Hung-A-Lel-Ti Wellness Center and Gym which hosts recreational activities and aspires to offers Washoe language and cultural classes for the community.

3 Headwaters Economics and U.S. Census Bureau

Inyo County is home to the Fort Independence Tribe of Paiute Indians, Bishop Paiute Tribe, the Lone Pine Paiute-Shoshone Tribe, the Big Pine Paiute Tribe of the Owens Valley, and Timbisha Shoshone Tribe of Death Valley. Inyo County's active economic development efforts put forth by tribal communities have led to many unique assets. A large travel plaza within the Fort Independence reservation welcomes visitors to the area's natural desert beauty. The Bishop Paiute Tribe boasts an exciting casino and commercial park that currently houses a Bureau of Land Management facility, DMV office, the Toiyabe Indian Health Project, and more. Finally, the Owens Valley Paiute-Shoshone Cultural Center is a critical resource for the entire Eastern Sierra region in terms of historic preservation and community programming, as a center dedicated to sharing and preserving the history and cultural heritage of those indigenous to the Owens Valley.

Mono County is home to the Bridgeport Indian Colony, Utu Utu Gwaitu Tribe of the Benton Reservation, Mono Lake Kutzadika'a Tribe, and Antelope Valley Indian Community. These tribes maintain strong connections to their land, traditions, and communities which influence many of their current activities. Benton Station, owned and operated by the Benton Paiute Reservation, has been running for several years and is a beloved stop for travelers visiting Yosemite National Park and surrounding attractions. The Bridgeport Indian Colony has taken a leadership position in Northern Mono County by recently purchasing the Walker Country Store and Bridgeport General Store. Mono Lake Kutzadika'a Indian Community Cultural Preservation Association organizes traditional walks annually coordinating with neighboring tribes to experience the land and ecosystems and pass down valuable historic knowledge.

Tribal Communities in the Eastern Sierra Region	County
Washoe Tribe of California and Nevada	Alpine
Antelope Valley Indian Community	Mono
Bridgeport Indian Colony	Mono
Mono Lake Kutzadika'a Tribe	Mono
Utu Utu Gwaitu Tribe of the Benton Reservation	Mono
Big Pine Paiute Tribe of the Owens Valley	Inyo
Bishop Paiute Tribe	Inyo
Fort Independence Tribe of Paiute Indians	Inyo
Lone Pine Paiute-Shoshone Tribe	Inyo
Timbisha Shoshone Tribe of Death Valley	Inyo

Table 1: Tribal Communities in the Eastern Sierra Region

Regional Tourism Assets

There is significant pride across the region for the unique, accessible natural assets that attract visitors from near and far. Many visitors that come to the region for various recreation and tourism activities are residents of other areas in California. For example in Mono County, Californians comprised nearly half of the County's total visitation in 2018[4]. Other visitors to the region come from all corners of the United States, as well as internationally, due to the draw of well-known assets including, but not limited to, Death Valley National Park and the Pacific Crest Trail. The region's tourism partners showcase a wide range of experiences and activities, including guided tours and maps around themes of leaves changing and arts and culture, hot spots for wildflowers and fishing, theater festivals, and outdoor recreation activities for all four seasons. The region houses several museums that showcase artifacts and tell the stories of the tribes and settlers that have contributed to the rich history in the region.

Outdoor enthusiasts can enjoy a wide range of activities in the Eastern Sierra, including hiking, backpacking, camping, fishing, hunting, rock climbing, mountain biking, and winter sports such as skiing and snowboarding. The region is also a popular destination for water sports, with numerous lakes, rivers, and streams offering opportunities for boating, kayaking, canoeing, and paddleboarding.



4 Profile of Mono Visitors & Economic Impacts of Tourism

Natural Assets

The Eastern Sierra region's natural assets are plentiful[5]. Death Valley National Park is located in the southeastern part of Inyo County and features breathtaking landscapes, including sand dunes, salt flats, and rugged mountains, and offers a wide range of activities for visitors, including but not limited to hiking, camping, wildlife viewing, and stargazing. Mono County boasts the Mammoth Lakes area, with world-class skiing and snowboarding. The John Muir Wilderness in the Inyo National Forest spans 100 miles across the Sierra Nevada mountain range and offers some of the best backpacking opportunities in the region. The Pacific Crest National Scenic Trail, including the John Muir Trail, spans 2,650 miles from Mexico to Canada and passes through Alpine, Inyo, and Mono Counties, a unique experience for backpackers and equestrians.

A non-exhaustive list of notable natural assets includes:

- Alabama Hills Recreation Area
- Ancient Bristlecone Pine Forest
- Ansel Adams Wilderness
- Bodie State Historic Park
- Carson River Hot Springs
- Death Valley National Park
- Devils Postpile National Monument
- Eldorado National Forest
- Headwaters to Lake Tahoe
- Hoover Wilderness
- Humboldt-Toiyabe National Forest
- Inyo National Forest
- Manzanar Historical Site
- Mono Basin National Forest Scenic Area
- Mono Lake Tufa State Natural Reserve
- Mount Whitney in the Sierra Nevada range
- Sierra National Forest (just outside the region)
- Stanislaus National Forest
- Yosemite National Park (just outside the region)

5 California Wilderness Areas

Demographic and Socioeconomic Data

Population Estimates

The data presented in this section has been collected for the purpose of identifying trends and other aspects associated with economic development strategies. In many cases the data comes from public sources such as the U.S. Census Bureau (Census) and the American Community Survey (ACS), for which the 2021 5-Year Estimates are presented. These data sets are widely regarded as the most accurate estimates available. However, these sources do have their limits. In the case of very low-population regions, the ACS estimates have an unusually high reported margin for error. Such is the case with Alpine County, California[6]. Because Alpine County is only one of three counties presented in much of the data sets and estimates below, the effect on the overall accuracy is not necessarily problematic. However, in situations where only Alpine's estimates are presented, the uncertainty in this data should be considered.

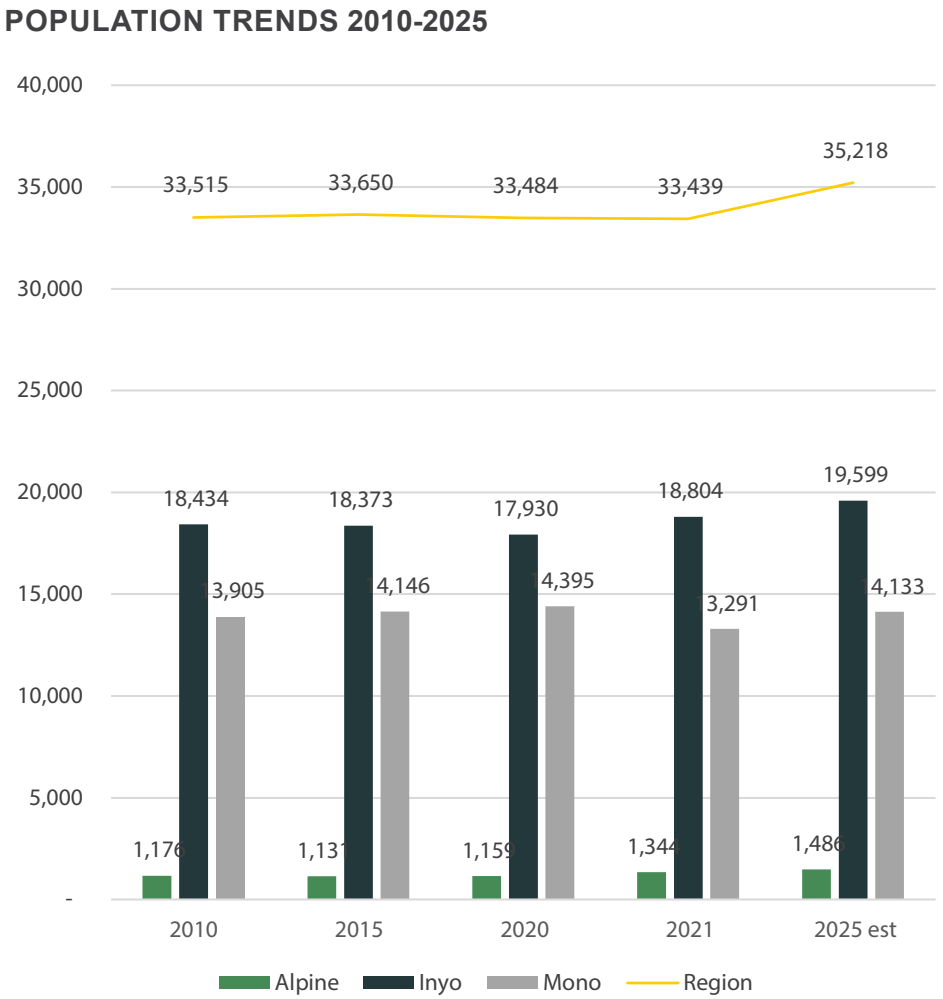


Figure 1: Eastern Sierra Region Population Trends. 2010-2025 (proj.). Sources: ACS/ Lightcast Q1.2023.

6 For example, the estimated 2021 population for Alpine County is 1,344, but the Margin of Error (MoE) is stated as a plus or minus 228. This means that the ACS estimates with 95% certainty that Alpine County's population is somewhere between 1,116 and 1,572. These high MoEs suggest a relatively large uncertainty in the accuracy of the data presented.

Age

The population pyramid in Figure 2 contains the population, gender, and age distribution estimates for the three-county region. Of note is the 20+ percent of the population that is older than the "retirement age" of 65. Adding individuals 55-64 years old who are "approaching retirement" brings the number of individuals over 55 years to 36.44% of the population. This is ten percentage points higher than the statewide average. For context, there are fewer individuals between 25 and 54 years of age in the region of Alpine, Inyo, and Mono counties than over 55 years of age.

This aging population may pose a threat to the regional economy in the coming years as another 16.3% of the population will reach age 65 in the next ten years. This likely means that more people will exit the workforce than will enter it if current trends remain consistent. An aging population can also place a greater strain on regional resources, infrastructure, and services.

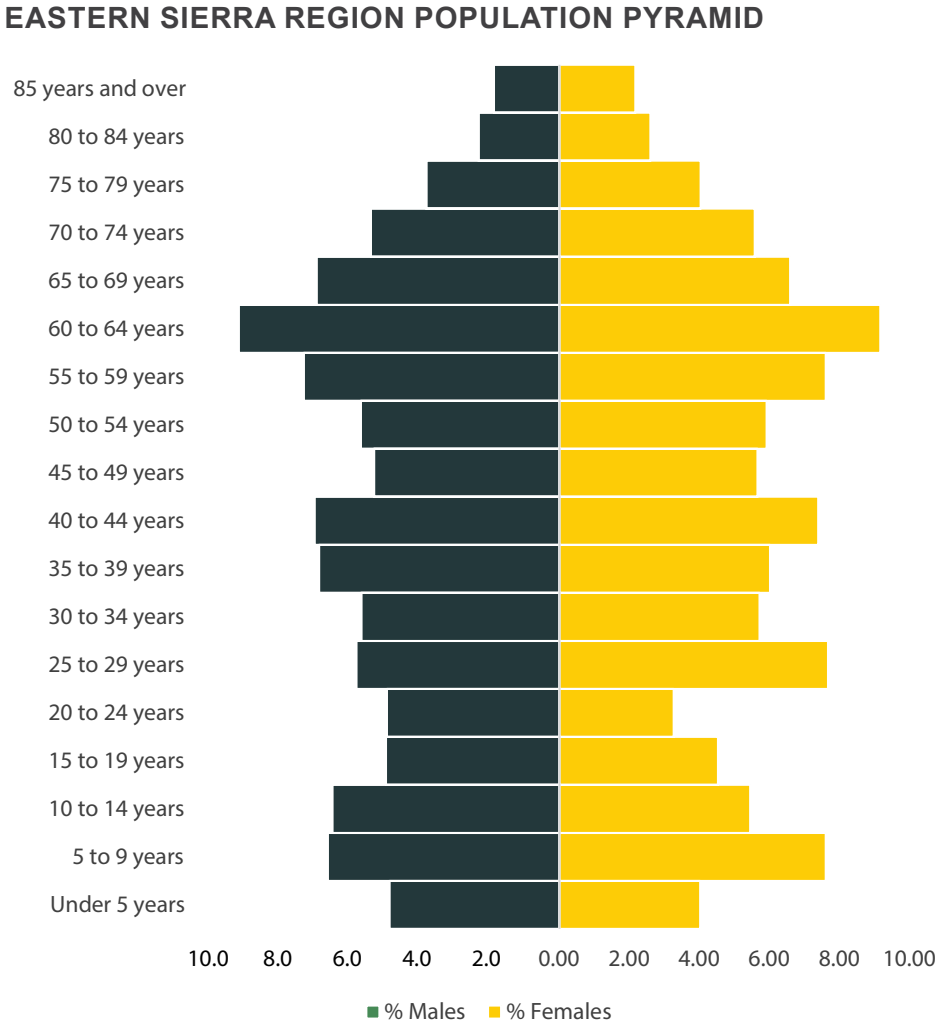


Figure 2: Eastern Sierra Population Pyramid, Source: 2021 ACS 5-Year estimates

Race and Ethnicity

Overall, the racial breakdown of the three-county region is just over three-quarters White, over eight percent American Indian and Alaskan Native, and another 8.5 percent two-or-more races. Mono County has the largest percentage of White and Asian-American residents.

According to ACS estimates, the three-county Eastern Sierra region is roughly one-quarter Hispanic or Latino. Inyo and Mono Counties largely represent a similar ethnic distribution. However, estimates for Alpine County indicate that the population is just under 15% Hispanic or Latino.

POPULATION BY ETHNICITY

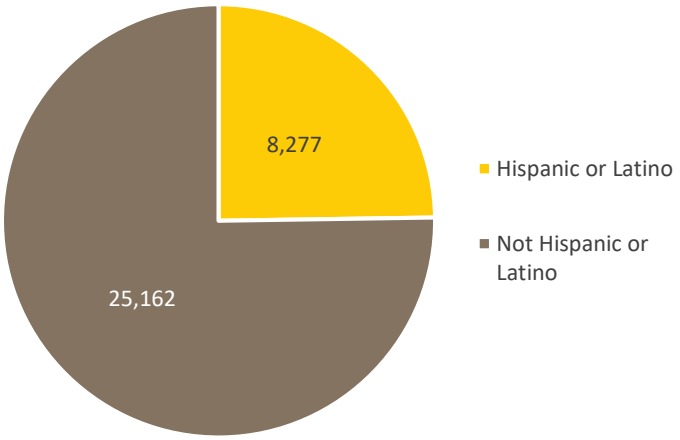
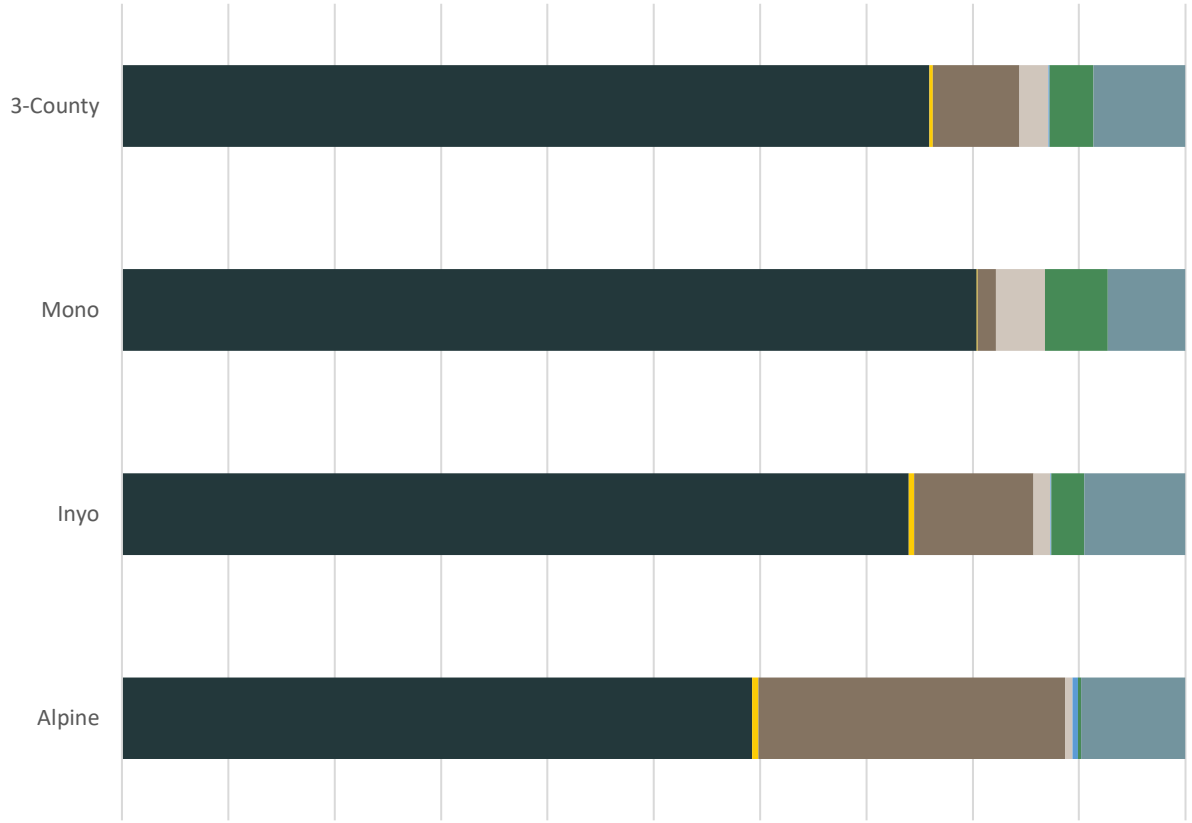


Figure 3: Eastern Sierra Population by Ethnicity, Source: ACS: 2021 5-Year Estimates

POPULATION BY RACE



	Alpine	Inyo	Mono	3-County
White	59.20%	74.00%	80.30%	75.92%
Black or African American	0.60%	0.50%	0.10%	0.34%
American Indian and Alaska Native	28.80%	11.20%	1.70%	8.12%
Asian	0.70%	1.60%	4.60%	2.75%
Native Hawaiian and Pacific Islander	0.50%	0.10%	0.00%	0.09%
Some other race	0.30%	3.10%	5.90%	4.12%
Two or more races	9.80%	9.50%	7.30%	8.65%

Figure 4: Eastern Sierra Population by Race. Source: ACS 2021 5-Year Estimates.

Poverty

According to 2021 statistics, poverty is most prevalent among children throughout the region. While overall poverty is estimated in the three-county region at just over 10.5%, Alpine County is estimated to have the highest rate of poverty at 12%. For residents in the region ages 25 and over, poverty is most prevalent among those who are not high school graduates at 22%. Although White residents make up a vast majority of the counties, the poverty rate for these individuals is below 9%, where poverty rates in the Native American and African American communities is 15.41% and 14.29% respectively.

POVERTY STATUS BY AGE BRACKET

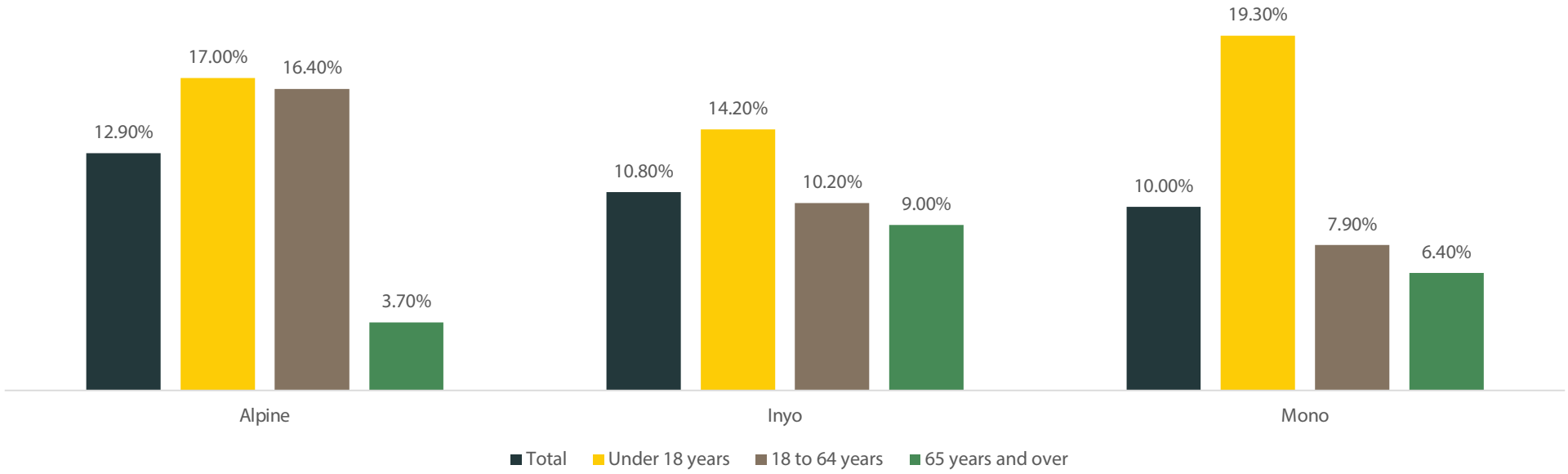


Figure 5: Poverty Status by Age Bracket. Source: ACS 2021 5-Year Estimates.

Housing Statistics

Median Household Income

According to ACS estimates, Alpine County has the highest median household income (MHHI) in the region at $96,000. This would be higher than the statewide median of $84,907. However, as is often the case in many popular tourism areas, these figures may be inflated by incomes associated with vacation or other second-homes. It is likely that the median income for full-time residents is significantly lower.

The MHHI for renter-occupied households in all three counties is roughly the same at around $54,000. For Inyo County, there is an unusually small gap between the MHHI of owner-occupied and renter-occupied households. Alpine County shows the largest gap between these two groups of residents.

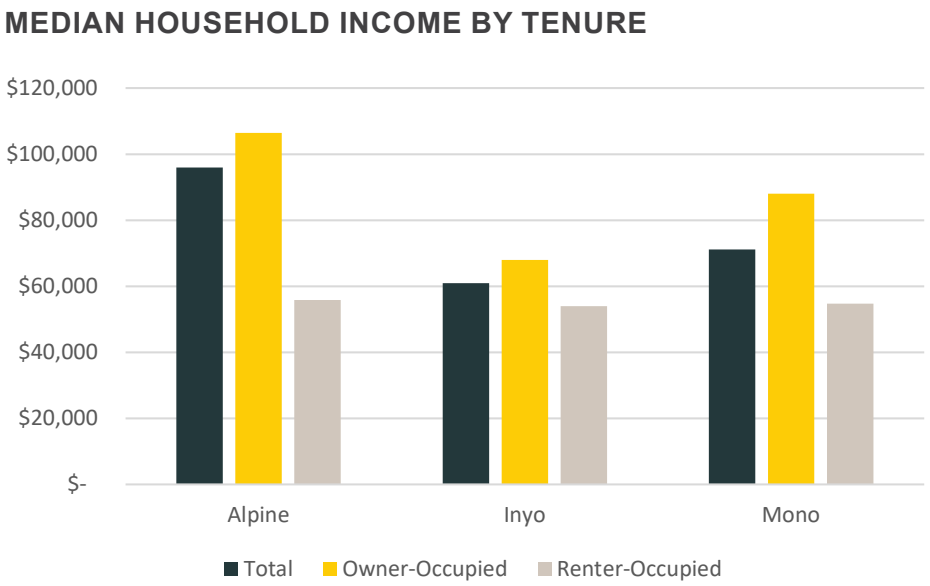


Figure 6: Median Household Income by Tenure. Source: ACS 2021 5-Year Estimates.

Seasonal Homes & Vacancy

Given the region's natural beauty and recreational appeal, a significant amount of the housing stock is owned by non-permanent residents. Owners of these homes likely use their properties as vacation homes for short-term stays, and they hold permanent residence elsewhere. Since these seasonal homes are unoccupied for much of the year, they are considered to be "vacant" by the American Community Survey. As such, the data associated with the homes (and their owners) is excluded from the analysis of the non-vacant housing stock provided throughout the remainder of this report.

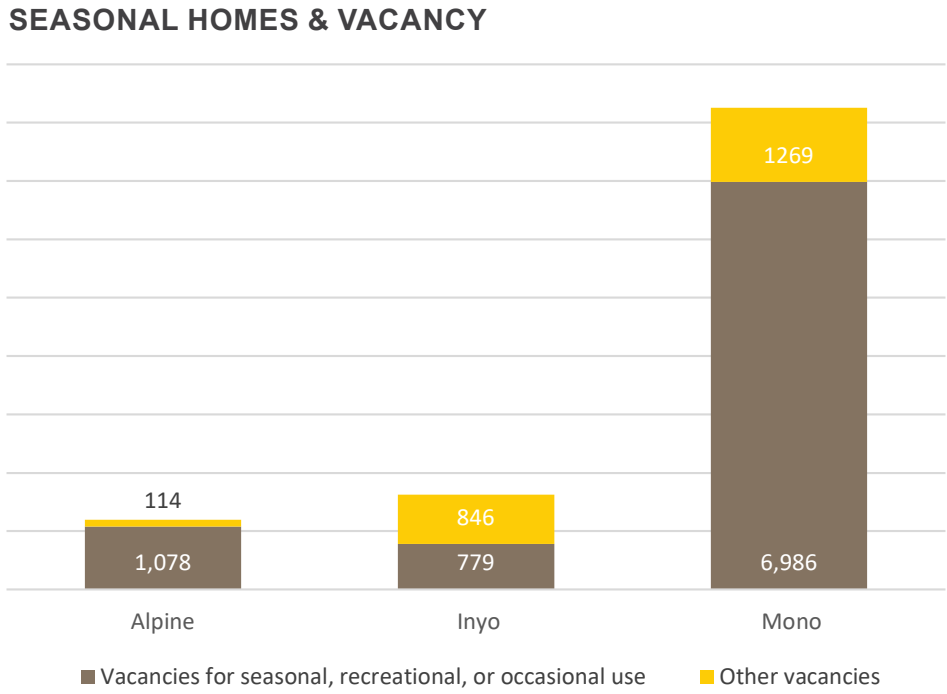


Figure 7: Seasonal Homes & Vacancy. Source: ACS 2021 5-Year Estimates

Housing Costs 2017-2021

From 2017-2021, housing costs across the three counties appear to have been affected differently by the COVID-19 pandemic. These costs rose dramatically in many regions across the country due to the pandemic, and Mono County appears to have shown a similar trajectory with a 31.32% increase in housing costs from 2017 to 2021. Housing costs in Alpine County rose by about 12.4% over the same period. Estimates in Alpine County show a significant adjustment during the years of 2020 and 2021. Housing costs had been dropping in the years leading up to the COVID-19 outbreak but jumped significantly after 2020.

MEDIAN HOUSING COSTS 2017-2021

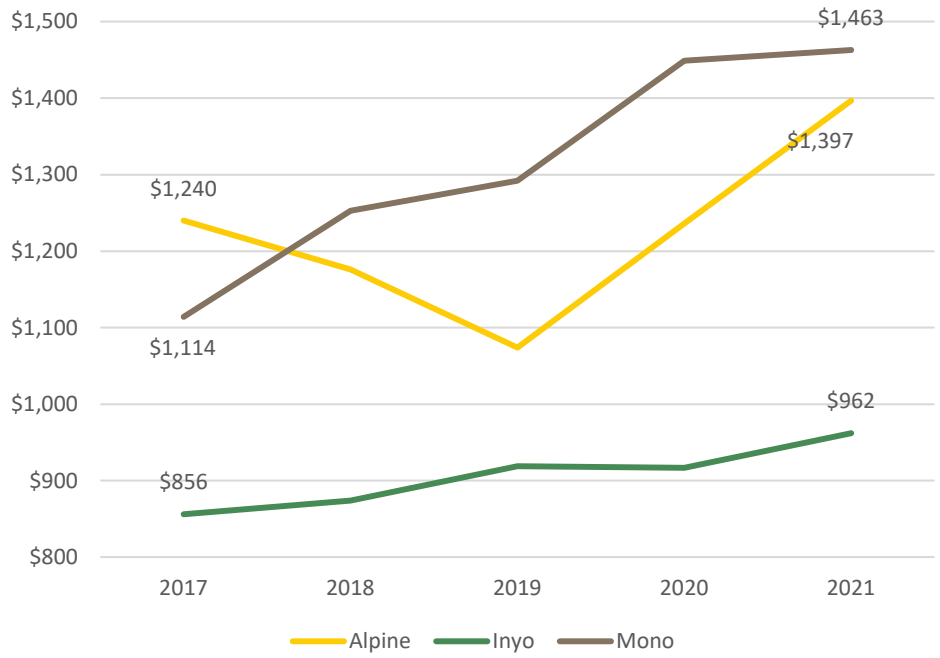


Figure 8: Median Housing Costs 2017-2021. Source: ACS 2021 5-Year Estimates.



Housing Cost Burden

The U.S. Department of Housing and Urban Development (HUD) designates a household as “cost burdened” if more than 30% of the household’s income is spent on housing costs, which include mortgage/ rent and utilities. Where housing costs top this 30% threshold, it is determined that the household is having to limit expenses on other essential needs such as food, clothing, etc.

According to ACS estimates, Alpine County has the lowest incidence of housing cost burden, with a highly unusual 10% of renter-occupied households receiving this designation. The causes for this anomaly are yet to be fully determined but is in part the result of higher-than-average income estimates and relatively low median rental costs.

In general, the percentage of cost-burdened households in the three-county region is somewhat low relative to many communities around the country. However, it should be noted that the available ACS data are 5-year estimates, with the most recent data coming from 2021. In the last two years, the housing market has experienced significant shifts which could result in greater cost burden; if regional household incomes have fallen or stagnated while housing costs have risen, the financial strain placed on owners and renters alike could be increasing. While the figures below indicate that between a fifth and a third of residents in the region are spending more than 30% of their income on housing costs, the true incidence of housing cost burden could be higher.

Housing Development and Trends

Housing development, like many types of development across the region, is limited by the lack of privately owned land. New housing development is likely to be infill or redevelopment, as communities have little room to expand. Additionally, some stakeholders noted that second homeowners and short-term rentals further constrict the housing market, driving up prices and limiting housing stock.

PERCENT OF HOUSEHOLDS COST BURDENED BY TENURE

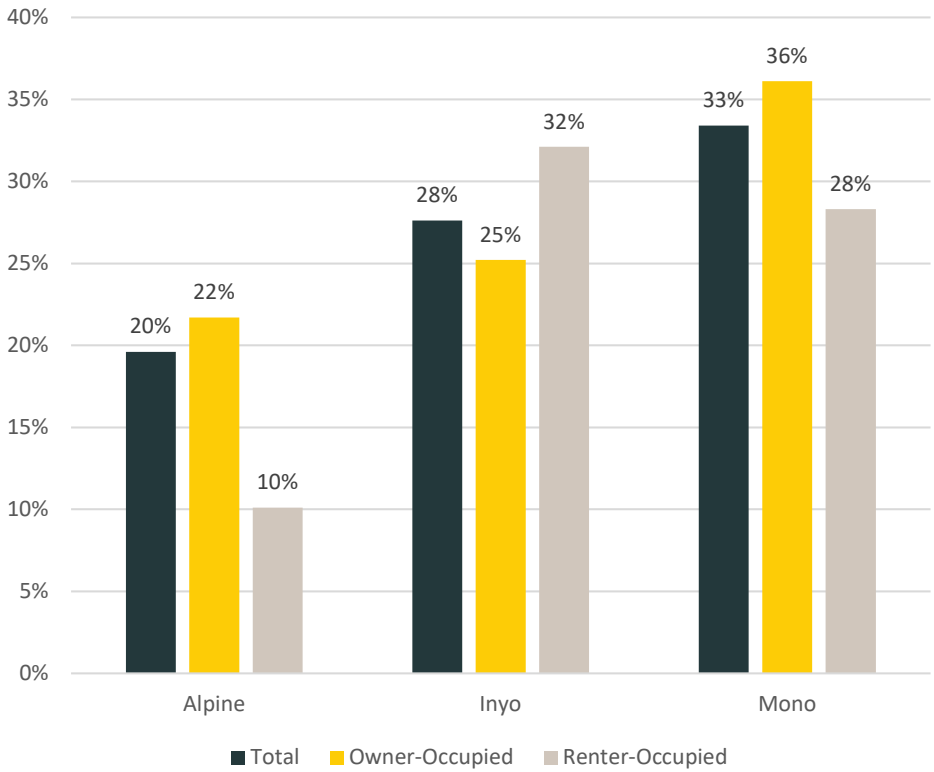


Figure 9: Percent of Households Cost Burdened by Tenure. Source: ACS 2021 5-Year Estimates.

Cost of Living

Table 2 contains cost of living estimates in Alpine, Inyo, and Mono counties as determined by the MIT Cost of Living Calculator[7]. These figures compare what is considered a "living wage" and "poverty wage" to the state's minimum wage. In almost all cases, the minimum wage does surpass the poverty wage throughout the region, although in some cases it does not. According to these estimates, the minimum wage is not considered a living wage for any type of household. While this is not necessarily uncommon, it is not currently possible in any scenario to live comfortably on a minimum wage in the region.

	1 ADULT (1 WORKING)				2 ADULTS (1 WORKING)				2 ADULTS (BOTH WORKING)			
	0 Children	1 Child	2 Children	3 Children	0 Children	1 Child	2 Children	3 Children	0 Children	1 Child	2 Children	3 Children
Alpine												
Living Wage	$16.39	$35.08	$45.57	$61.40	$26.80	$33.63	$38.58	$43.82	$13.40	$19.69	$25.07	$30.65
Poverty Wage	$6.53	$8.80	$11.07	$13.34	$8.80	$11.07	$13.34	$15.61	$4.40	$5.54	$6.67	$7.81
Minimum Wage	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50
Mono												
Living Wage	$18.48	$39.33	$52.97	$72.23	$28.40	$35.43	$40.38	$46.06	$14.20	$21.80	$28.46	$35.91
Poverty Wage	$6.53	$8.80	$11.07	$13.34	$8.80	$11.07	$13.34	$15.61	$4.40	$5.54	$6.67	$7.81
Minimum Wage	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50
Inyo												
Living Wage	$16.60	$35.57	$46.61	$63.00	$27.17	$33.65	$38.61	$43.86	$13.59	$19.93	$25.55	$31.40
Poverty Wage	$6.53	$8.80	$11.07	$13.34	$8.80	$11.07	$13.34	$15.61	$4.40	$5.54	$6.67	$7.81
Minimum Wage	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50

Table 2: Eastern Sierra Cost of Living. Source: MIT Cost of Living Calculator.

7 MIT Living Wage Calculator

Community Health

Table 3 displays the 2023 County Health Rankings for the State of California[8]. Prepared by the University of Wisconsin Population Health Institute, the County Health Rankings and Roadmaps program develops health metrics for nearly every county in the country. These rankings represent data from dozens of measures from health outcomes and behaviors. In Table 2, the county ranks (from 1 to 58, encompassing all California counties) are provided for each of the Eastern Sierra counties based on its score for each ranked measure.

County	Length of Life	Quality of Life	Health Behaviors	Clinical Care	Social & Economic Factors	Physical Environment
Alpine County	29th	21st	29th	49th	53rd	1st
Inyo County	45th	45th	28th	36th	21st	2nd
Mono County	1st	34th	25th	31st	12th	6th

Table 3: Community Health Rankings for Eastern Sierra Counties. Source: University of Wisconsin Population Health Institute.

8 California County Health Rankings

Labor Force Analysis

Labor Force Participation

Although the three-county Eastern Sierra region exhibits a 64.6% Labor Force Participation Rate (LFPR), the regional numbers are significantly impacted by the higher LFPR in Mono County (82.4%). The lower rates in Alpine and Inyo Counties likely reflect national trends that show lower labor force participation in areas with indigenous communities, especially those living on reservation lands[9]. For comparison, statewide LFPR in 2023 has hovered around 62.1%, and US LFPR has hovered around 62.6% for the same time period.

County	Civilian, Non-Institutionalized Population (16+ years)	Labor Force	Labor Force Participation Rate (LFPR)
Alpine	1,137	578	50.8%
Inyo	15,472	8,236	53.2%
Mono	10,773	8,879	82.4%
3-County Region	27,382	17,693	64.6%

Table 4: Labor Force Participation Rates. Source: Lightcast, 2023.Q1.

Unemployment

As Figure 9 demonstrates, unemployment rates across the three counties remained relatively close to one another up to 2019, with Alpine County showing slightly higher unemployment. Inyo County's labor force participation was affected the least by the COVID-19 pandemic.

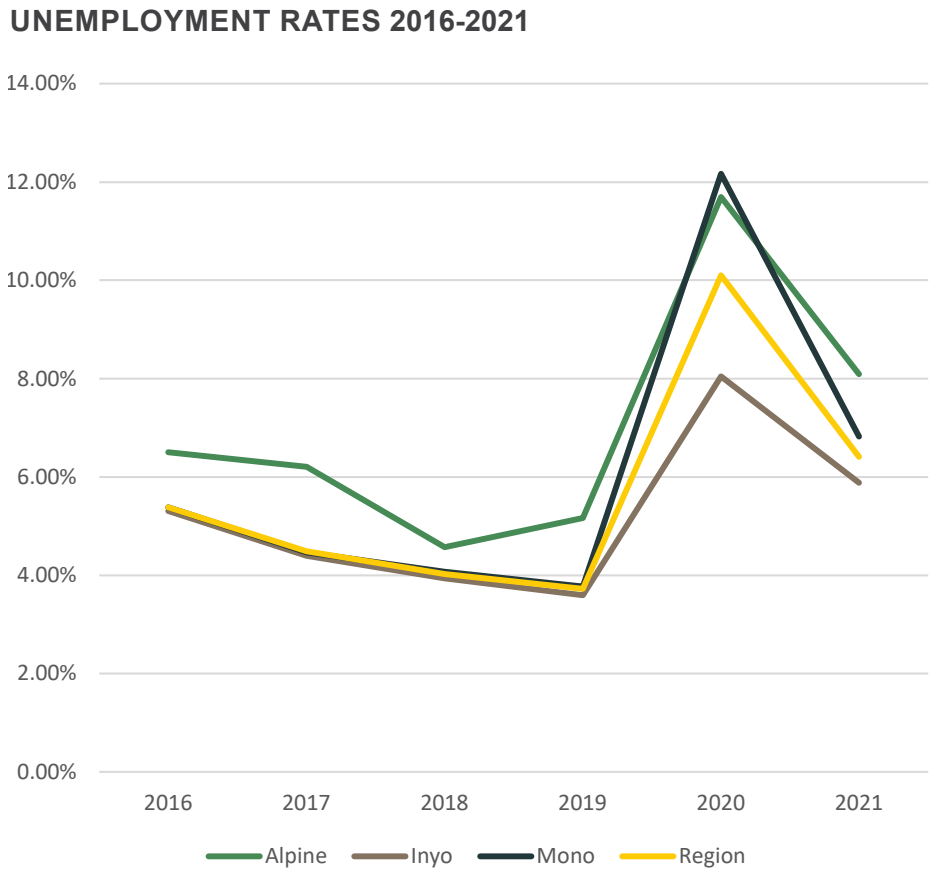


Figure 10: Unemployment Rates 2016-2021. Source: ACS 2021 5-Year Estimates.

9 A 2019 report from the U.S. Bureau of Statistics (BLS) detailed these trends, showing that "American Indians and Alaska Natives (AIAN) had… a higher unemployment rate, and a lower labor force participation rate than the overall U.S. population. In addition, the unemployment rate was higher for AIANs who lived in an AIAN area—that is, a federal or state American Indiana reservation or off-reservation trust land, tribal statistical area, or Alaska Native village statistical area—than AIANs who lived elsewhere."

Job Opportunities in the Region

Healthcare jobs lead the region in terms of monthly job postings, with administrative, sales, maintenance, management, and food service roles following and closely grouped together. Job postings represent opportunities in a range of industries and occupations, indicating that the region can support residents with diverse and varied skillsets. Of the top occupations in terms of job postings, high levels of educational attainment may not be required, but technical training or some post-secondary education is likely needed to meet job requirements.

Occupation	Unique Average Monthly Postings (Apr 2022 - Mar 2023)
Healthcare Practitioners and Technical	50
Office and Administrative Support	30
Sales and Related	29
Installation, Maintenance, and Repair	29
Management	27
Food Preparation and Serving Related	26

Table 5: Average Monthly Job Postings for Eastern Sierra Region. Source: Lightcast Q1.2023.



Educational Attainment Levels

Among Eastern Sierra counties, Mono ranks last in educational attainment levels at the low end, with over 6% of the population never entering high school and another 7% not finishing high school. All three counties rank evenly with nearly a quarter of the population having attended some college but without earning a degree. Alpine County ranks highest among the three with bachelors and graduate degrees.

The region does have some opportunities for its residents to pursue higher education locally through institutions like Cerro Coso Community College in the Kern Community College District. They have campuses in Bishop and Mammoth Lakes in addition to online-only offerings. However, the community college, along with new and existing skills training providers, could be leveraged better to play a more prominent role in the region's economic and workforce development.

County	Less than 9th Grade	Some HS, No Diploma	HS Diploma	Some College, No Degree	Associate's Degree	Bachelor's Degree	Graduate Degree and Higher
Alpine	3.1%	2.1%	21.0%	24.6%	4.2%	23.3%	21.6%
Inyo	3.1%	4.7%	30.9%	24.5%	9.1%	16.3%	11.4%
Mono	6.3%	7.3%	22.2%	24.7%	10.9%	18.1%	10.4%
Eastern Sierra Region	4.3%	5.6%	27.1%	24.6%	9.6%	17.3%	11.4%
California	8.9%	7.1%	20.7%	20.2%	8.0%	21.7%	13.4%
United States	4.7%	6.2%	26.3%	19.8%	8.8%	20.8%	13.3%

Table 6: Educational Attainment. Source: Lightcast Q1.2023.

Infrastructure Assets

Physical infrastructure is an important component to any community, but even more so in the Eastern Sierra region where connectivity is vital to supporting the tourism industry that contributes largely to the region's economy. Safe roads, public transportation networks, air service and more are essential in providing visitors with a seamless and enjoyable experience, encouraging repeat visits, and attracting more tourists to explore the area's abundant natural assets, like those listed earlier.

Highways and Interstates

Major thoroughfares connect the region to surrounding geographies. In Inyo County, US-395 runs North-South, CA-190 runs East-West, CA-127 and CA-178 cross the Southeast corner, and I-168 crosses the Northwest corner. In Mono County, US-395 runs North-South, CA-120 runs East-West, and US-6 crosses the Southeast corner. In Alpine County, CA-4 connects the Southwest and Northeast corners, CA-88 North crosses the Northwest corner, and CA-89 connects CA-4 and CA-88.

Public Transportation

In Alpine County, public transportation options include Alpine County Community Development's Dial-A-Ride program, which operates Monday through Friday from 8am to 9pm to a limited number of destinations in the county and the surrounding areas for a small fee. While Amtrak and Greyhound do not operate directly in Alpine County, some stops outside the county can be accessed by residents via the Dial-A-Ride program.

The Eastern Sierra Transit Authority exists as a joint agency serving Inyo and Mono Counties and provides routes throughout the region accessible from several in-demand locations. Limited ground transportation options exist outside of the region, with routes to Lancaster and Reno running Monday through Saturday, excluding holidays. Expanding and improving access to public transit is a priority for the two counties, as a more robust system could serve indigenous communities and through-hikers as well as facilitate any forced evacuation necessary in response to natural disaster.

Airports

Although no international airports or major commercial airports exist in the region, residents and tourists are mostly served by neighboring Los Angeles International Airport, Reno/Tahoe International Airport, Sacramento International Airport, and Las Vegas Harry Reid International Airport.

The region does contain regional and general aviation airports, including Eastern Sierra Regional Airport in Bishop offering seasonal commercial service to Denver and San Francisco as well as Mammoth Yosemite Regional Airport near Mammoth Lakes. Other general aviation airports include Independence, Lone Pine, Furnace Creek, Trona, Lee Vining, and Bryant.

In 2005, an industrial site feasibility analysis identified potential for a light industrial park/real estate opportunity related to the footprint of the Eastern Sierra Regional Airport in Bishop. Should that project and infrastructure-related needs that would support that project rise to a priority level for planning and funding, this could contribute to economic diversification opportunities for current and future businesses in need of an expanded industrial real estate footprint.



Broadband & Cellular Service

Connectivity in the region is poor compared to federal goals and minimum thresholds for service. Although data about levels of service reported to the FCC by internet service providers is not made publicly available in real time, Form 477 indicates that for much of the region, no provider reports service faster than the minimum threshold to be considered broadband, 25/3mbps.

Speed test results reinforce the level of service providers report, with large portions of the region producing average speed test results below 25/3mbps. Slow speeds are likely the result of legacy technology or wireless infrastructure failing to meet consumers not in close-range.

Poor broadband and cellular connection impact quality of life and economic opportunities for residents, but it also poses a threat in terms of emergency response and public safety. Gaps in cellular connection regionwide make emergency communication challenging for those who may be in need of immediate assistance, and those who may be responding.

Although existing service is less than adequate to meet the needs of residents relying on broadband connectivity for work, school, or leisure, a significant fiber backbone exists in the region as a resource for potential network expansion. Regional officials are currently engaging providers to discuss potential buildout from existing infrastructure.

Important state investments in broadband are incoming through California Senate Bill 156, which was signed into law in July of 2021. The bill has allocated roughly $6 billion for the construction of a statewide open access middle-mile network, some last mile infrastructure, a loan loss reserve for local governments, and local technical assistance grants. Engagement throughout planning and last-mile allocations could help to close existing broadband gaps across the region.

In addition to California SB 156, it was announced in June 2023 that the State of California will receive approximately $1.86 billion in funding from the federal Broadband, Equity, Accessibility, and Deployment (BEAD) grant program, created to ensure all Americans can access affordable, accessible, and reliable high-speed internet service by 2030. This is an important advocacy opportunity for the region to ensure the region receives a fair share of California’s BEAD funds to improve high-speed internet access for residents and businesses.

Regional Environmental Considerations

Alpine County was founded at the onset of the discovery of silver deposits in the Sierra Nevada Mountains, and since its formation residents have celebrated the beauty of the landscape and the natural resources present while simultaneously recognizing the natural hazards and conservation needs that accompany the landscape. The county is 96% public land, and residents and local officials are invested in preserving the natural assets present.

Mono County, with arid valleys alternating between Eastern Sierran peaks, was also formed at the onset of the discovery of natural resources in the area. The gold rush attracted thousands of new residents, some of whom continued to stay and ranch or engage in other enterprise after mining for gold was no longer lucrative. Roughly 94% of Mono County is publicly owned.

Inyo County also contains arid valleys and tall peaks, with silver mines originally drawing settlers to the area. Those originally drawn to the area to mine silver expanded to salt, tungsten, and borax. Mining was lucrative throughout the early 1900s, with ranching activity also popular among settlers. Roughly 98% of Inyo County is publicly owned.



Energy Supply

Alpine County

Alpine County Residents receive energy from providers Liberty Utilities, Pacific Gas & Electric, and Kirkwood Meadows Public Utility District. Power lines supply energy to county residents and businesses, but the lines are especially vulnerable due to the environmental extremes the area experiences. Historically, high winds, severe thunderstorms, wildfires, public safety power shutoffs, and winter storms have been the main causes of electrical utility loss in Alpine County. The fragmented water and wastewater utility provision in the county stands to be uniquely affected by power outages, as many do not have backup generators per the county's 2018 Hazard Mitigation Plan[10].

Mono County

Privately-owned Southern California Edison serves the Town of Mammoth Lakes and most of Mono County. Unincorporated Coleville and Walker are served by Liberty Utilities, and the southeastern tip of the county is served by member-owned Valley Electric Transmission. The county is primarily served by two main transmission lines and 13 substations, and failure or disruption of a line or substation due to natural hazards or equipment malfunction is a more-frequent countywide disruption.

Inyo County

Three agencies provide electricity to Inyo County: Southern California Edison serves most of the county, and Los Angeles Department of Water and Power (LADWP) and The Valley Electric Association serve some smaller communities. The county has 17 power plants, 14 hydroelectric facilities, and three geothermal power plants. The county has two major power lines and 25 substations, which must remain secure in order to prevent outages.



10 Alpine County Hazard Mitigation Plan Page 5-11

Water Quality & Supply

Aging infrastructure and environmental hazards may threaten water quality for humans and for wildlife. Regionally, provision of water is fragmented and relies on several small suppliers with limited resources and communication. Additionally, many residents rely on private wells and septic systems for their daily water supply. Hazard mitigation strategies focus on preserving water resources and ensuring the resilience of water infrastructure.

Much of the region's land is owned by the City of Los Angeles and is restricted for use as an important watershed for the city. This extreme restriction on land use within the region for the benefit of communities outside the region has been a topic of contention politically and has contributed to the extremely limited land that is available to the region for development.

Alpine County

A few public utility districts operate or provide water services in Alpine County, including Bear Valley Water District, Kirkwood Meadows Public Utility District, Markleeville Public Utility District, South Tahoe Public Utility District, and Washoe Utility Management Authority. Private utility companies Lake Alpine Water Company, Markleeville Water Company, and Woodfords Mutual Water Company also provide water and wastewater services to consumers.

Mono County

Largely unincorporated Mono County is supplied through a number of special districts tapping into groundwater wells. Other areas rely on private wells and septic systems for their water supply. Although Mono Lake exists in the region as a significant resource, the LADWP diverts water that previously flowed into the lake and has rights to the surface water as part of a controversial purchase.

Inyo County

Similar to Mono County, a controversial purchase by the City of Los Angeles limits the water resources that county residents can access. Los Angeles purchased water rights to the Owens River and diverts almost all of the water through an aqueduct. Many water systems exist in the county relying on groundwater and surface water.

Air Quality

Wildland fires pose the biggest threat to air quality in the region. Residents must remain alert to air quality reports when in proximity to a wildland fire, as it can take weeks for smoke and fire-related particulates to clear.

Recent wildland fire seasons have run longer than anticipated and resulted in air quality alerts to the Eastern Sierra from the Great Basin Unified Air Pollution Control Board. Sensitive groups including those with respiratory illnesses must be especially cautious in response to these alerts.

The Great Basin Unified Air Pollution Control Board also highlights the emptied Owens Lakebed[11], from which water was diverted to the City of Los Angeles in 1913, as one of the largest sources of particulate matter less than 10 microns in diameter, known to cause health problems when inhaled. The particulate matter affects those living up to, and in some cases exceeding, 50 miles from the lakebed, and mitigation efforts have been focused on the area, but dangerous particulate matter still remains.



11 Great Basin Unified Air Pollution Control District – Owens Lake

Climate Change & Hazard Mitigation

Climate change is expected to exacerbate existing hazards in the region and to contribute to increased frequency and extremity of natural disasters including wildland fires, drought, dam vulnerability, and more.

Existing hazard mitigation plans were developed prior to 2020 and chose not to profile the hazard type “Epidemic,” as no recent or historic events had occurred at the time. Soon after, COVID-19 interrupted all parts of daily life, guaranteeing that future planning efforts will include considerations for similar situations.

All counties elected to assess the risk level of various hazards using slightly different frameworks and methodologies. Hazard profiles included below may lack uniformity but reflect the decisions and priorities of local leaders.

Alpine County

Alpine County’s hazard mitigation plan profiles 10 hazards:

Hazard	Risk Level
Communication/Utility Loss	High
Drought	High
Severe Weather	High
Wildland Fire	High
Earthquake	Moderate
Flood	Moderate
Hazardous Material Event	Moderate
Landslide	Moderate
Avalanche	Low
Dam Failure	Low

Table 7: Alpine County Hazard Classification. Source: Alpine County Hazard Mitigation Plan.

Nature, location, extent, and probability of future events are discussed for each hazard. After extensive profiling, strategies and recommendations were developed to reduce the possibility of damage and losses due to each hazard. Goals include expanding existing avalanche warning systems, updating ordinances pertaining to septic system maintenance, reviewing and retrofitting county buildings and schools to withstand earthquake events, increasing capacity of drainage systems, and adopting a County grading ordinance. The plan also recommends that a feasibility study be conducted to determine whether a biomass-to-bioenergy facility is viable in the county.

Mono County

Mono County’s hazard mitigation plan profiles 12 hazards:

Hazard	Risk Level (1-4)
Wildfire	3.4
Severe Winter Weather & Snow	3.2
Earthquake & Seismic Hazards	2.9
Volcano	2.8
Climate Change	2.8
Drought	2.6
Severe Wind	2.4
Flood	2.3
Landslide	2.2
Avalanche	2.1
Dam Failure	2.0
Hazardous Materials	1.9
Disease/Pest Management	1.6

Table 8: Mono County Hazard Classification. Source: Mono County Multi-Jurisdictional Hazard Mitigation Plan.

Each hazard is discussed in terms of hazard level, hazard history, and likely impacted locations. Risk is also discussed in terms of likelihood and land ownership. Measures recommended to mitigate hazards include improving cell and radio coverage, considering the creation of additional emergency access routes, requiring newly designed structures to be retrofitted to withstand priority hazards, developing a grant program to ensure building exteriors can become code-compliant, maintaining a list of isolated and vulnerable residents who may require special emergency response services, and acquiring properties in avalanche zones.

Inyo County

Inyo County's hazard mitigation plan profiles 10 hazards:

Hazard	Risk Level
Drought	High
Flood	High
Seismic Hazards	High
Severe Weather	High
Wildfire	High
Avalanche	Medium
Dam or Aqueduct Failure	Medium
Disease/Pest Management	Medium
Geological Hazards	Medium
Hazardous Materials	Medium

Table 9: Inyo County Hazard Classification. Source: Inyo County Hazard Mitigation Plan.

Hazards are discussed in terms of history, impacts, locations, extent, future risk, and climate change considerations. Actions for mitigation include improving telecommunication infrastructure, informing residents of potential hazards, restricting access to avalanche-prone areas, encouraging the use of pest-resistant vegetation in landscaping projects, exploring opportunities to diversify water sources, and requiring new development to occur outside of fault rupture hazard zones.



Regional Economic Overview

The region's economy is supported by a robust and diverse outdoor tourism and recreation sector, with Government and Accommodation and Food Services appearing as top industries in terms of number of jobs, location quotient, and competitive effect. The success of these industries can be attributed to the diverse and largely publicly owned natural assets that drive outdoor recreation and tourism across the region.

Government, manufacturing, and utilities are also notable components of the region's economic fabric. Government activity makes up a large portion of the region's jobs and economic activity. The sector is amplified by the National Park Service, National Forest Service, and other federally owned and maintained land. Manufacturing also accounts for a large number of jobs and share of economic output, primarily in beverage and tobacco products (categorized as a single sub-industry at this level of analysis) as well as wood products and electronics. Utilities account for about 110 jobs in the region, which is notable relative to population size and contributes to a high location quotient.

Top Industries

The region's top industries when examining 2-digit NAICS codes enforce the importance of government jobs, which include roles at all levels of government, but excludes public schools and hospitals. Accommodation and food services in addition to retail trade follow Government at key employers in the region and indicate the importance of tourism to the region's economy.

TOP INDUSTRIES BY 2021 JOBS

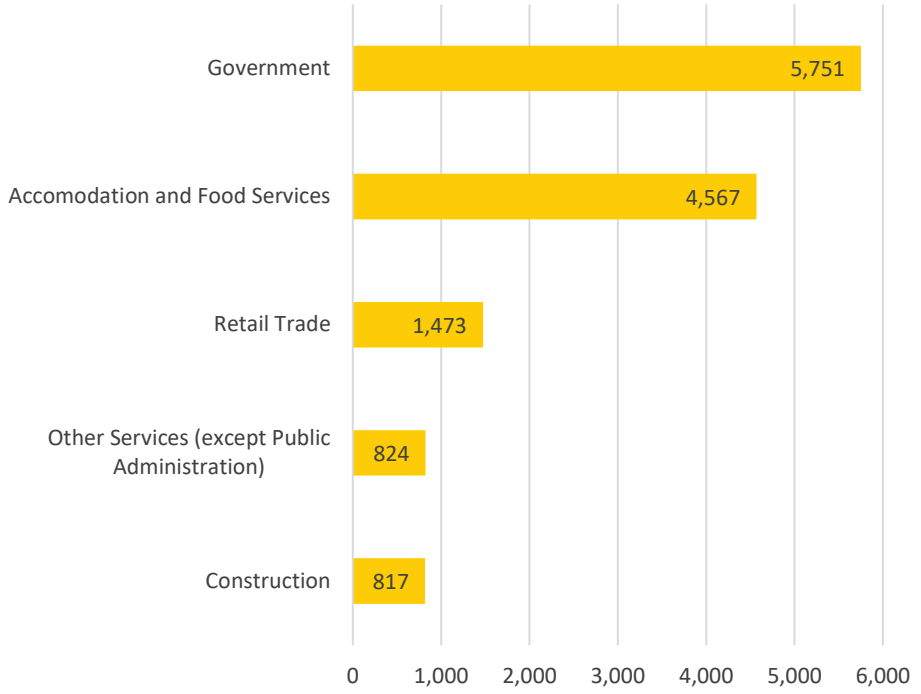


Figure 12: Top Regional Industries by Job Count. Source: Lightcast Q1.2023.

Top Growing Industries

By number of jobs, the Accommodation and Food Services industry was the top growing industry in the region from 2017 to 2022. The estimated 100-job growth only represents a 4% increase for the already robust industry, a lower rate of growth than smaller industries included. It should also be noted that the Accommodation and Food Services industry has the lowest wages and highest location quotient of all industries on the list below, with average annual earnings of $39,624 (the only top growing industry with average annual earnings below $50,000) and a location quotient of 3.82 (the only top growing industry to exceed a location quotient of 1).

The agriculture industry has been a focus of regional leaders and elected officials, with a 2020 report outlining opportunities in Mono and Inyo counties. The report outlines the economic impact of the agriculture industry and emerging opportunities for the region, solidifying the industry as a promising field for growth and development.

It must also be noted that growth in certain industries is limited by land availability, given that the majority of the region's land is not privately owned. Interfacing with the agencies responsible for maintaining the region's vast supply of publicly owned land will be a critical step in any industry expansion.

NAICS Code	Industry	2017 Jobs	2022 Jobs	Change in Jobs	% Change in Jobs
72	Accommodation and Food Services	4,935	5,143	207	4%
56	Administrative and Support and Waste Management and Remediation Services	307	408	100	33%
31	Manufacturing	361	454	93	26%
62	Health Care and Social Assistance	468	555	86	18%
23	Construction	766	790	24	3%
48	Transportation and Warehousing	71	87	16	23%
61	Educational Services	95	105	10	11%
11	Agriculture, Forestry, Fishing and Hunting	96	101	5	6%

Table 10: Top Growing Industries in the Eastern Sierra Region, Lightcast 2023

Top Occupations

Regional top occupations include jobs in industries related to tourism and hospitality, with retail, food service, and facilities jobs represented as a sizeable share of the top spots. Healthcare occupations also appear on the list, re-enforcing the importance of the healthcare industry as hospitals also include two of the region's largest employers. The presence of protective service jobs in the region's top occupations indicates again the importance of government-supported positions and mostly include public safety and first-responder positions.

TOP OCCUPATIONS

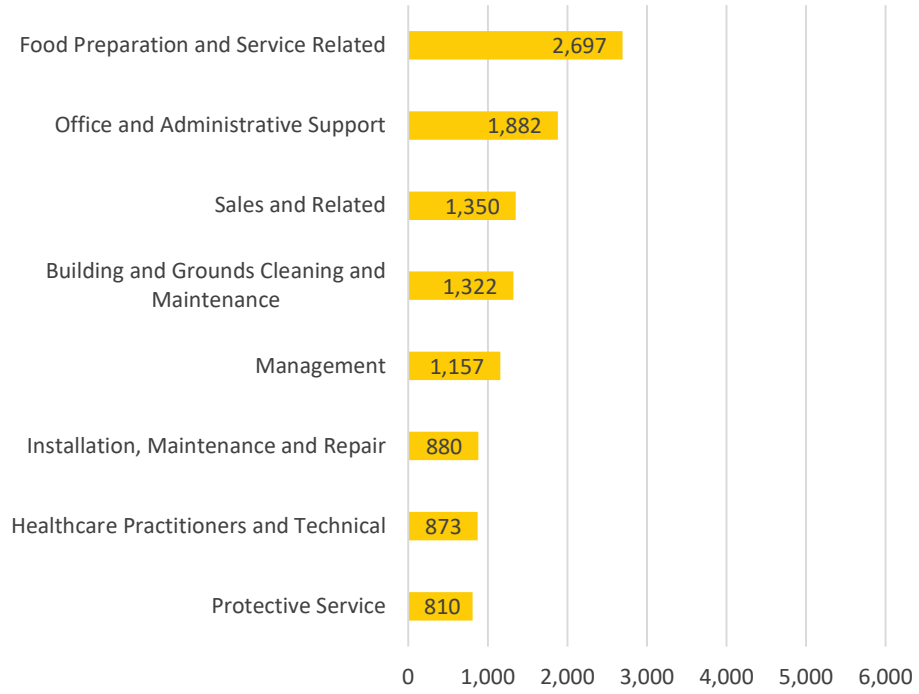


Figure 13: Eastern Sierra Top Occupations by Job Count. Source: Lightcast Q1.2023.

Wages and historic growth in the region's top industries can help to paint a complete picture of the workforce and economic conditions that the region must manage. Of the leading eight occupations, the top three have shed jobs in the past five years, and the following five have added jobs. Jobs loss data in food service, and to a lesser extent, sales, likely is still reflecting pandemic-era job shocks in these industries. Growth in the remaining top industries contribute to a modest total job growth of 266, a reflection of the region's stable population size in recent years.

Of the region's top eight occupations, only three typically support wages adequate to support cost of living in most scenarios. Individuals with children or without a working partner may struggle to manage expenses while working in food service, facilities, sales, and potentially office and administrative work or maintenance and repair work.

Occupation	Growth	Wages
Food Preparation and Serving Related	-416	$15.86
Office and Administrative Support	-214	$20.01
Sales and Related	-84	$15.92
Building and Grounds Cleaning and Maintenance	+96	$16.27
Management	+282	$40.98
Installation, Maintenance, and Repair	+85	$23.62
Healthcare Practitioners and Technical	+73	$49.33
Protective Service	+29	$30.49

Table 11: Eastern Sierra Job Growth. Source: Lightcast Q1.2023.

Regional Industry Clusters

In Table 12, the region's top industry clusters are displayed in terms of job count, including their projected growth over a ten-year period from 2018 to 2028 and the average annual earnings per job within the industry. Average earnings significantly above the regional average of $64,913 are presented in green and those significantly lower are presented in red.

In general, most workers in the Eastern Sierra region are employed by local governments. Food service and accommodation industries employ roughly 5,200 workers, with the food industry projected to continue to grow significantly in the years to come. Jobs in these industry clusters make significantly less than the average earnings in the region and workers in these jobs are likely to struggle to meet the area's cost of living.

Industry (3-Digit NAICS Code)	2022 Jobs	2018-2028 % Job Growth	Avg. Earnings Per Job
Local Government (903)	4,018	7%	$95,669
Food Services and Drinking Places (722)	2,791	60%	$34,264
Accommodation (721)	2,476	6%	$48,293
Federal Government (901)	936	-17%	$87,168
Specialty Trade Contractors (238)	546	39%	$61,820
Amusement, Gambling, and Recreation Industries (713)	486	1%	$46,102
State Government (902)	449	16%	$113,622
Real Estate (531)	401	-6%	$61,130

Table 12: Eastern Sierra Top Industries Trends. Source: Lightcast Q1.2023.

Commuting Patterns

Table 13 displays commuting data from two vantage points: where workers live and where workers work. The top half of the table displays the percentage of resident workers (those who live in the region and have jobs) who work in the region and the percentage of those who work outside of the region. As the table shows, nearly 50% of the resident workforce leaves the three-county area for their jobs. Many of these workers are commuting to the larger metropolitan regions of San Francisco, Sacramento, Fresno, San Jose, and Bakersfield as well as neighboring Douglas County in Nevada and around Lake Tahoe[12]. Out of state employment destinations include Reno and Las Vegas markets.

Within the region, the largest employment centers are in Bishop (19.2% of Eastern Sierra's resident workers) and Mammoth Lakes (14.7%). 64.3% of all jobs in the region are held by residents. However, only 54.9% of Eastern Sierra resident workers hold jobs in the region itself, whereas 45.1% of resident workers leave the region for their jobs.

	Work in Eastern Sierra	Work Outside of Eastern Sierra
Workers **Living** in Eastern Sierra Region	54.9%	45.1%
	Live in Eastern Sierra	**Live Outside of Eastern Sierra**
Workers **Employed** in Eastern Sierra Region	64.3%	35.7%

Table 13: Where Eastern Sierra Workers Live and Work. Source: U.S. Census OnTheMap.

12 2020 Commuting estimates provided by the U.S. Census Bureau's OnTheMap website.

Figure 14 depicts the net commuting patterns for the three-county region. As a whole, the Eastern Sierra region is experiencing a net negative as more people are leaving the region for their jobs than are entering it. An estimated 5,140 residents both live and work in the region, while 4,853 residents commute outside of the region to work, and 3,741 residents commute into the region to work. Neighboring counties vary in this measure, with some counties (ex: Fresno) retaining of drawing more workers for employment, while other counties (ex: Amador) have a residential population that tends to commute outside of the county for work.

These commuting patterns would suggest that many Eastern Sierra residents are seeking jobs outside of the region. As was mentioned earlier in the report, two of the Eastern Sierra counties show a low Labor Force Participation Rate, suggesting that even those residents who are employed are having to look outside of the region for either type of occupation or higher wages.

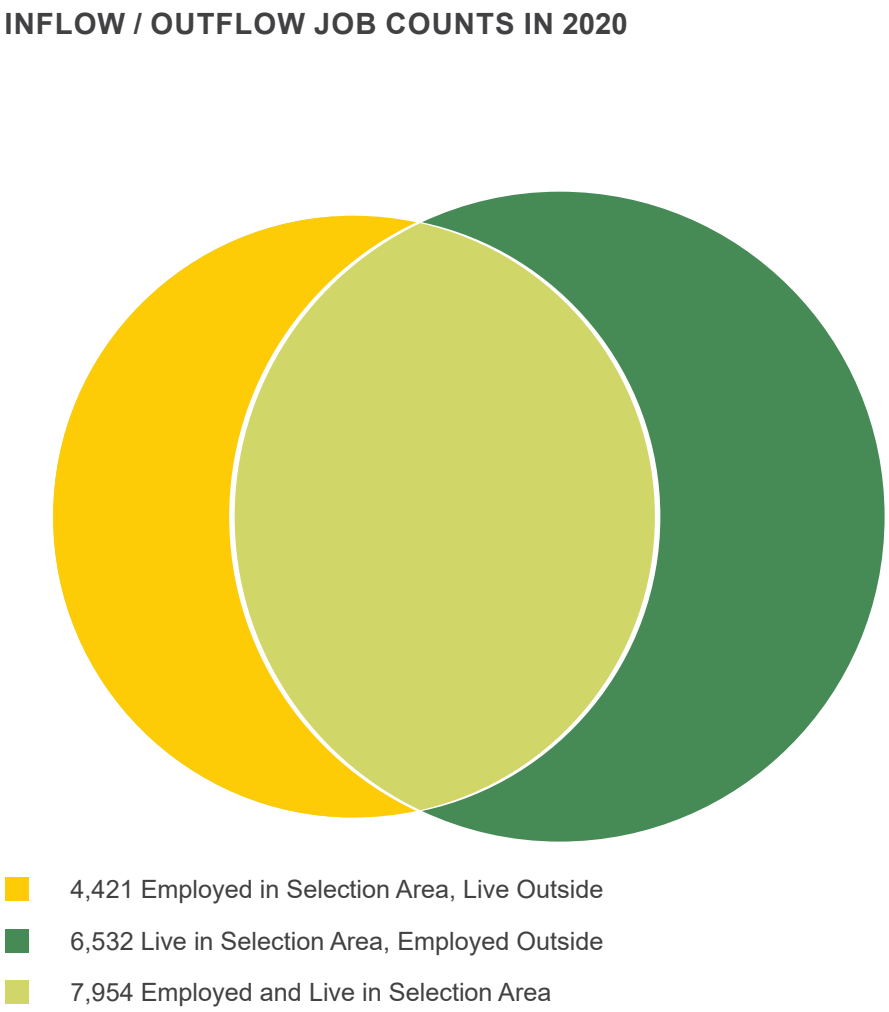


Figure 14: Eastern Sierra Commuting Patterns. Source: U.S. Census OnTheMap

Economic Resiliency

Establishing economic resilience in a local or regional economy requires the ability to anticipate risk, evaluate how that risk can impact key economic assets, and build a responsive capacity. Often, the shocks/ disruptions to the economic base of an area or region are manifested in three ways[13]:

- Downturns or other significant events in the national or international economy which impact demand for locally produced goods and consumer spending;
- Downturns in particular industries that constitute a critical component of the region's economic activity; and/or
- Other external shocks (a natural or man-made disaster, closure of a military base, exit of a major employer, the impacts of climate change, etc.).

A focus on resiliency and recovery has become a global focus, especially in the aftermath of the COVID-19 pandemic. Negative impacts from an economic disaster or event, either natural or manmade, will require some immediate action on the community's part to minimize any threats to future economic challenges. Too often, communities are unprepared for the devastation and destruction that is likely to come post-disaster. By preparing for foreseen economic shocks, communities can endure these situations, and take steps toward long-term recovery.

Establishing Information Networks and Pre-Disaster Recovery Planning

In February 2023, the EDA incorporated "Establishing Information Networks" and "Pre-Disaster Recovery Planning" to enhance a region's ability to address economic resiliency. Because economic development organizations tend to serve as response mechanisms in economic recovery, the region should establish systems to facilitate active and regular communication between the relevant sectors to collaborate on common challenges. This may include standing meetings, a task force, or any format that meets the needs and context of the community. Additionally, regions that are prone to natural disasters have engaged in resilience planning by focusing on the development of disaster recovery strategies, integrated with economic development strategies.

Plans and resources exist at the local/county level to assist with disaster preparedness and response, and there is great opportunity to further enhance planning for disaster recovery across the entire region. Alpine County adopted a Hazard Mitigation Plan in 2018. Inyo County has an Office of Emergency Services with an Emergency Operations Plan and communications to support residents making a disaster preparedness plan. Mono County also has an Office of Emergency Services with a "READY Mono" communications initiative. The Eastern Sierra Wildfire Alliance exists to coordinate stakeholders in Alpine, Inyo, and Mono Counties to address risks and challenges from the threat of wildfires.

13 U.S. Economic Development Administration

SWOT Analysis

SWOT Process

In April of 2023, stakeholders across the Eastern Sierra region in Alpine, Inyo, and Mono counties were invited to participate in one of six engagement workshops over four days. Five workshops were held in person across the region, while one was held virtually to offer a better opportunity for stakeholders in the western part of Alpine County.

These sessions were interactive for participants, introducing the regional background data compiled in advance as well as time spent identifying regional strengths, weaknesses, opportunities, and threats. Participants were given time for individual brainstorming and reflection but spent substantial time in group discussion to rank top SWOT items. All information was collected via a workshop handout as well as on Post-it Notes and note cards.

SWOT session results recorded on note cards were then coded twice, resulting in six key themes used for analysis and to inform the strategic framework of the CEDS. Every item listed as a strength, weakness, opportunity, or threat was categorized into one of the following themes, and analysis was performed across themes, SWOT items, and geography.

Following the review of information from the interactive workshop sessions, an online survey was distributed to seek additional feedback from the greater community. The survey yielded 670 responses (22 in Alpine County, 359 in Inyo County, and 289 in Mono County), and the results are incorporated into the SWOT analysis.

It is important to note that participation from tribal communities was extremely limited. Including tribal communities in the CEDS development process was very important to the steering committee, but this proved to be very difficult. Relationships between tribal leaders and community entities have significant room to grow in strength, including asking tribal leaders what forms of engagement and communication best meet their needs.

Input from stakeholder engagement sessions resulted in the identification of six themes determined to be critical to the region's economic success. The pie charts on the following pages depict the types of items, elements, and sub-themes that comprise each focus area. These items may have been discussed in any context (a regional asset, a deficiency, etc.), but were included as parts of any one of six overarching themes.

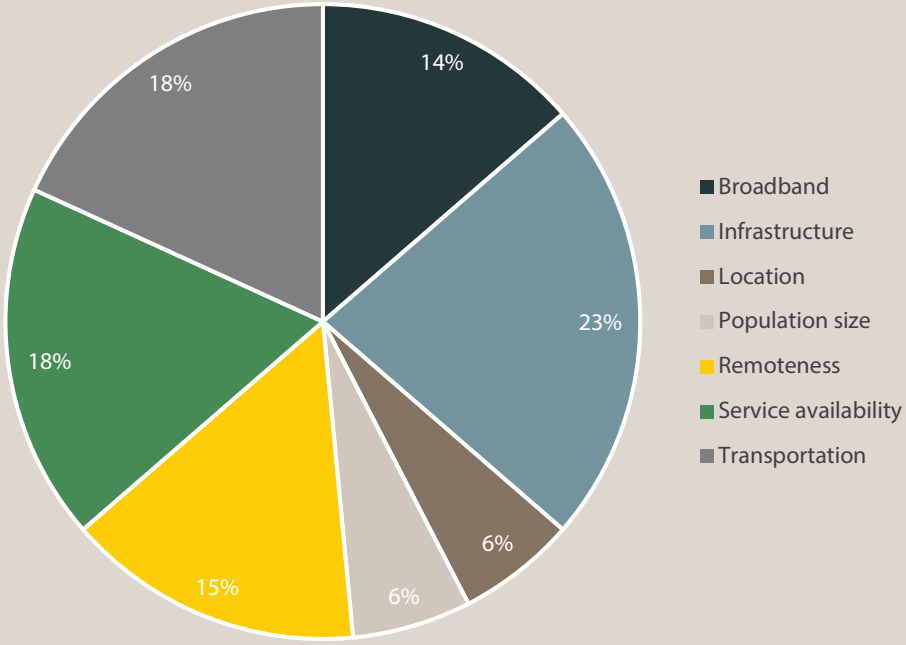
Theme 1: Access & Connectivity

From roadways to broadband to air travel, the importance of connectivity was a focus in stakeholder sessions and is supported by regional data and literature. Access and connectivity include inter-regional travel and access for both essential services and leisure, as well as the region's level of connectivity with the surrounding state and nation. Strategic actions towards improving regional access and connectivity will contribute to the region's economic diversity and vitality.

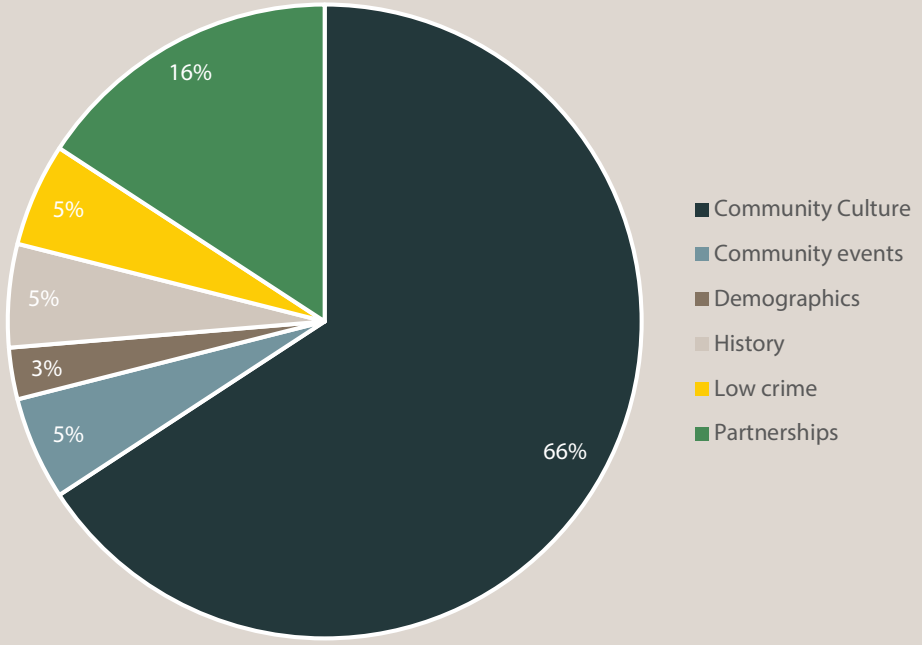
Theme 2: Community & Culture

Many participants in workshops as well as survey respondents indicated that community and culture made the Eastern Sierra region appealing, while also slightly contributing to some of its weaknesses in terms of population size. Individuals expressed a strong desire for the small-town culture of individual communities in the region to remain strong even as opportunities for economic growth are pursued. This category also includes elements of historic preservation, quality of life, low crime rates, and opportunities for improved partnerships.

ACCESS & CONNECTIVITY



COMMUNITY & CULTURE



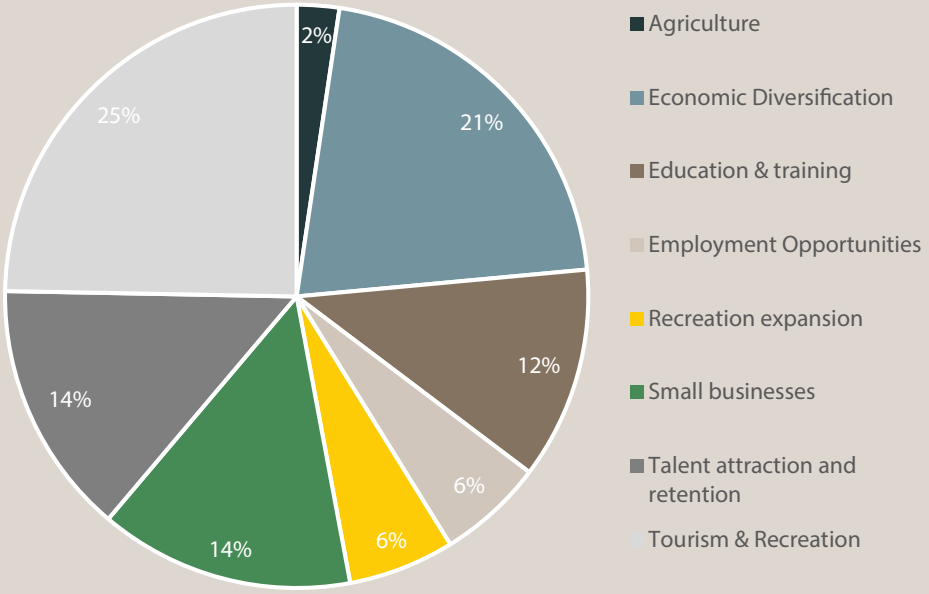
Theme 3: Economic Expansion & Diversification

With the undisputed asset of a healthy outdoor recreation and tourist economy, regional leaders want to leverage the industry's benefits for economic growth while seeking opportunities for economic diversification in pursuit of increased economic resiliency. The Eastern Sierra region has the opportunity to determine current and future needs of existing businesses and develop programs and policies to address those needs. This can lead to employment growth through business expansion and industry diversification by encouraging business growth that aligns with regional strengths and opportunities.

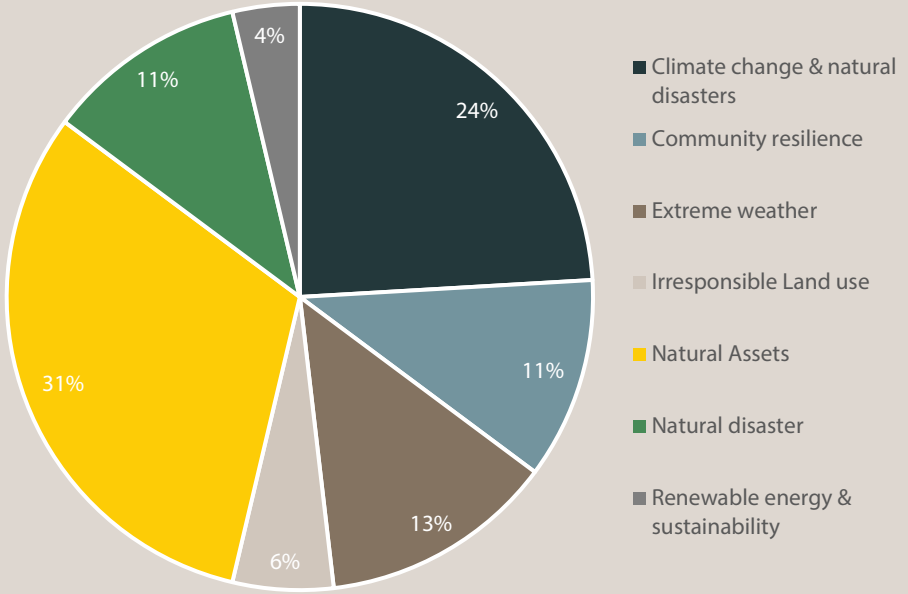
Theme 4: Environmental Resilience & Sustainability

With a robust inventory of natural assets to protect, frequent exposure to natural hazards, and a population accustomed to persevering and "bouncing back," environmental resilience and sustainability was discussed across SWOT components. The Eastern Sierra's key economic strengths are inextricably tied to the protection of the region's natural assets, making much of the conversation around Environmental Resilience and Sustainability about emergency preparedness, hazard mitigation, and threat minimization.

ECONOMIC EXPANSION & DIVERSIFICATION



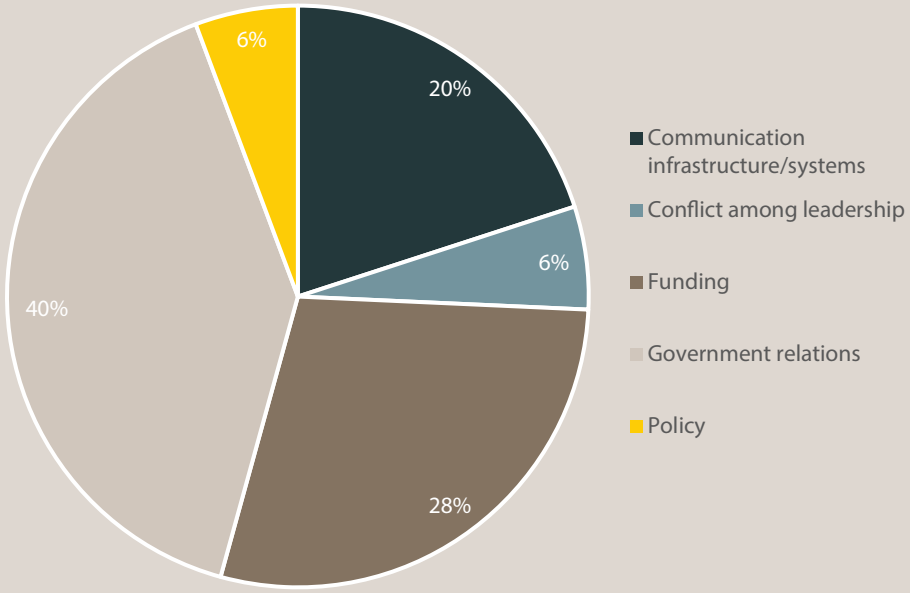
ENVIRONMENTAL RESILIENCE & SUSTAINABILITY



Theme 5: Government Affairs & Advocacy

Although government affairs and advocacy was the smallest theme to emerge, the regional policy landscape, and the networks and communication occurring within it, emerged as an important piece of both the SWOT and the CEDS strategic framework. Regional collaboration is an important piece of strategy implementation and essential to pursue promising state and federal funding opportunities. Strengths related to this theme included the strong relationships and knowledge that local government leaders have with and about their communities. Weaknesses and threats included a lack of mobilization towards funding opportunities due to lack of knowledge or capacity, and perceived limited communication with neighboring municipalities.

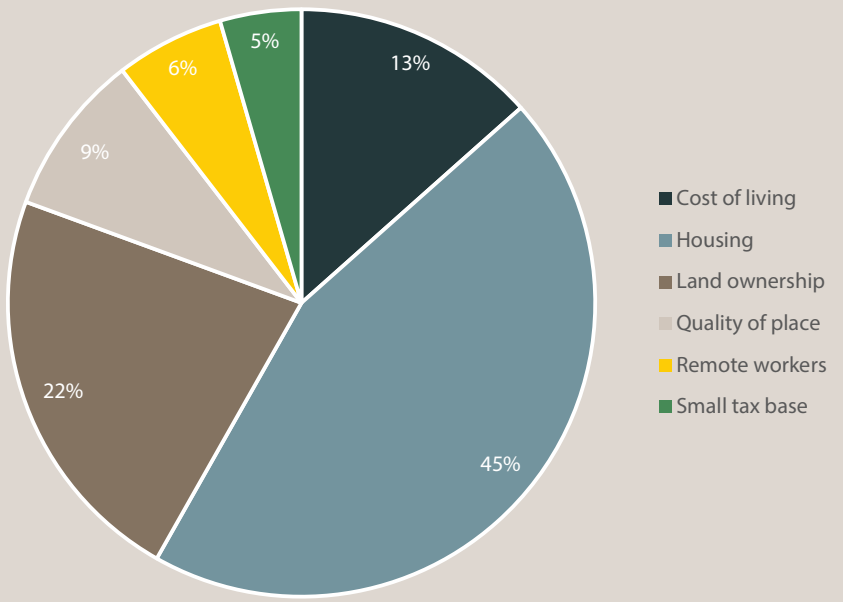
GOVERNMENT AFFAIRS & ADVOCACY



Theme 6: Housing Availability & Land Use

The extremely limited supply of privately owned land within the region colored the discussion around housing and land use, with stakeholders frustrated by rising housing costs and lack of opportunities for development. These constraints, stakeholders say, also limit population growth and in turn limit the size of the region's economic base. Some opportunities were raised to access land owned by the City of Los Angeles, although optimism regarding suggested opportunities was not high. Infill development and main street/downtown corridor investments were discussed as opportunities across the region, while second-home ownership was identified as a potential threat.

HOUSING AVAILABILITY & LAND USE



Regional Strengths

Connection to Community

Due to the size and geographic location of many of the communities in the Eastern Sierra region, residents experience close connection to the community. Due to the rural nature of the area, the region was characterized as a place with vibrant civic life, low crime, and genuine care for neighbors and other members of the community who live, work, and recreate in the area.

Tourism & Outdoor Recreation Industry

Residents and visitors of the region can enjoy an abundance of outdoor recreation activities. Diverse options for recreation appeal to a wide base of people. Tourism consistently drives traffic into the communities in each county, providing a mostly dependable source of revenue for the businesses in these small towns and driving the economy in a large way.

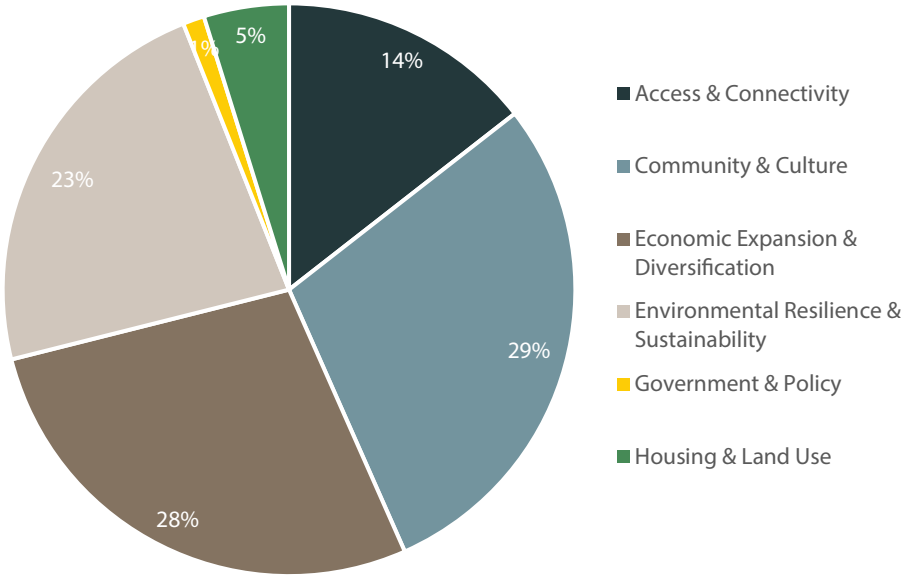
Community Resilience

In the face of positive and negative changes, the communities in the region demonstrate great determination. Their individual and community resilience allows them to withstand many of the natural disasters and climate-related effects that threaten them.

Natural Assets

The natural beauty in the outdoors is apparent in the Eastern Sierra region, making it an attractive place to spend time as a resident, worker, or visitor. This is a unique resource and competitive advantage compared to other communities. The region's preserved natural assets also play into what makes the region environmentally healthy with cleaner air and water.

STRENGTHS



This pie chart represents the extent to which each focus area, described above, was included in stakeholders' discussions of regional strengths.

Regional Weaknesses

Housing

A lack of available and affordable housing stymies the region's ability to flourish with a thriving workforce and economy. With the limited housing stock and limitations to develop more, competition is steep and out-prices workers who are employed in the Eastern Sierra region, many of whom are working in the hospitality and tourism industries with lower wages.

Land Ownership

The lack of private land for development contributes to many of the communities' challenges. Over 95% of the land is publicly owned by the City of Los Angeles, state, and federal government agencies. This negatively affects economic growth as it restricts the establishment of new businesses and expansion of existing ones and impedes job creation and entrepreneurial endeavors.

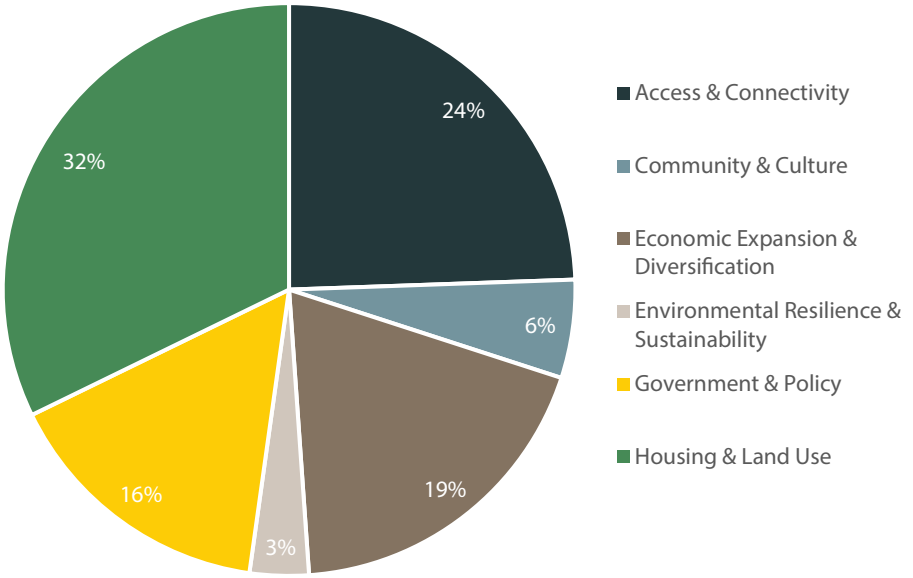
Talent Attraction & Retention

Communities in the Eastern Sierra face challenges in filling jobs with qualified candidates. There is not a large workforce base to pull talent from due to a small and aging population. Additionally, retaining good workers is difficult with a shortage of homes and generally high cost of living.

Remoteness

The remote towns and cities of the Eastern Sierra region face challenges related to that geographical reality. Remoteness negatively affects what public and private services and amenities are available to residents. Stakeholder engagement sessions and the regional survey indicated challenges in providing basic amenities like healthcare, quality childcare and early childhood education, as well as fresh food. These issues are compounded when natural or climate disasters limit accessibility within the region during periods of the year.

WEAKNESSES



This pie chart represents the extent to which each focus area, described above, was included in stakeholders' discussions of regional weaknesses.

Regional Opportunities

Housing & Infrastructure

Updating existing housing and infrastructure as well as developing additional housing to meet the high demand within the region's communities was identified as a major opportunity during the stakeholder engagement process. Within this general opportunity was the identification of a need to develop more workforce, affordable housing to to better support low to middle income earners.

Education & Entrepreneurship

The region will benefit from growing the development of high-quality education and occupational trainings for relevant industries, digital literacy efforts, and coordinated resources for small businesses. Existing institutions like Cerro Coso Community College have limited offerings for students, and those may not match the labor market for the major employers and key industries in the region. Stakeholders believe there is opportunity for better coordination between education systems and businesses to create entry points and pathways to quality jobs and careers in high growing sectors.

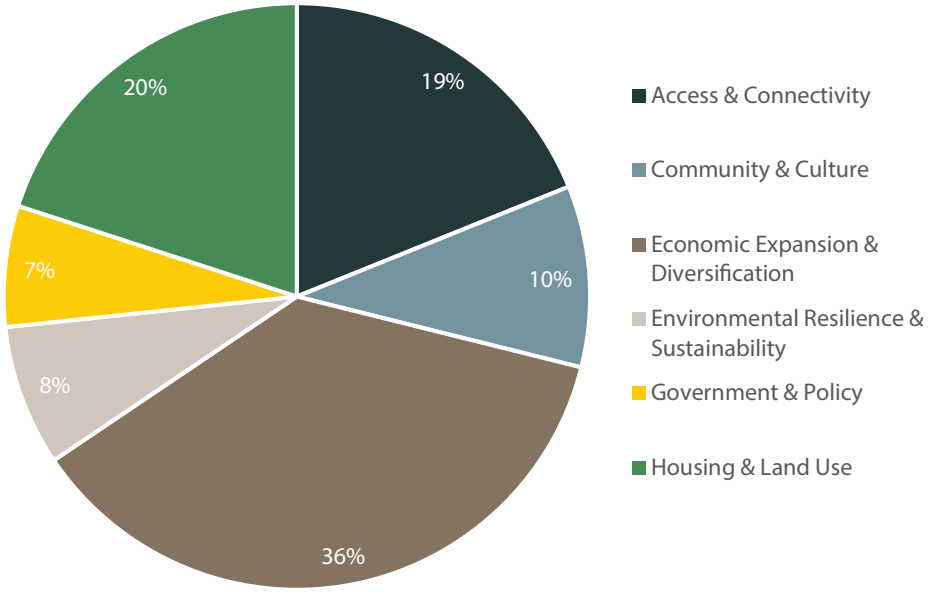
Industry Diversification

Communities expressed the need to diversify the regional economy with investments in industries outside of hospitality and tourism as well as optimizing those existing core sectors, leveraging the region's abundant agricultural resources, exploring options to bring in new technology industries, and increasing outdoor recreation and tourism activities year-round.

Transportation

With the buildout of the Bishop Airport, stakeholders identified the opportunity for expanded air service with more airlines, routes, and year-round air service. To accommodate more visitors in the region, it is also an opportunity to build out more ground transit regionally to simplify travel in each of the counties.

OPPORTUNITIES



This pie chart represents the extent to which each focus area, described above, was included in stakeholders' discussions of regional opportunities.

Regional Threats

Climate Change & Natural Disaster

The impact of changing climates and regular natural disasters consistently threatens the region. Fire damages natural assets and infrastructure, floods remove access to basic services, and climate extremes including severe winter weather make economic activity unpredictable in many communities.

Infrastructure

Buildings that are aging, unoccupied, or even failing make some of the region's communities appear less attractive to visitors and residents, especially in main street/downtown commercial corridors that must remain vibrant for quality of life, tourism, and business development. This is a threat to future growth and community safety the longer it is not redeveloped or improved.

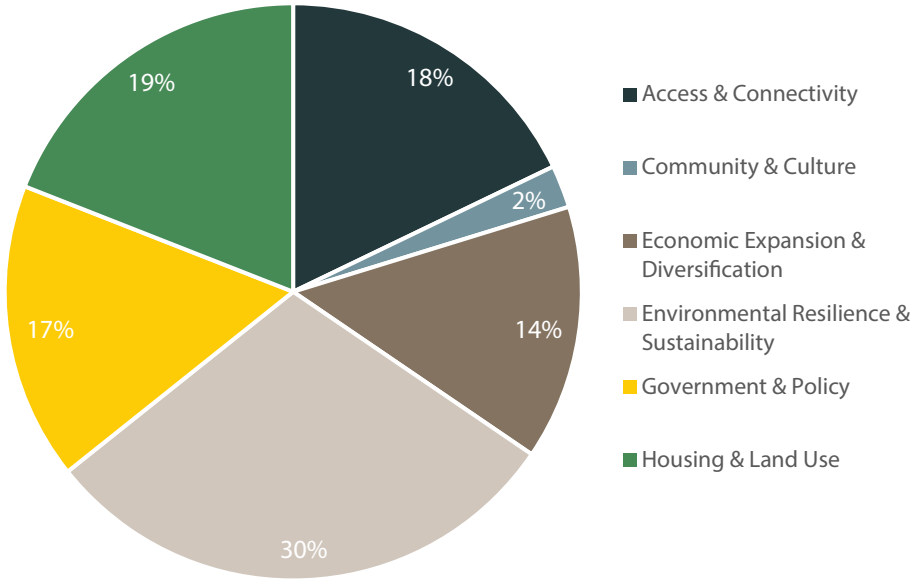
Government Relations

Difficulties engaging state and federal agencies to support community needs are compounded by threats like staff (and point-of-contact) turnover and apathy towards the desires of the community for change. Additionally, it is important that communities avoid dependency on these government agencies to drive forward the initiatives and strategies for economic development and growth.

Cost of Living

Rising costs of living threaten economic growth in the region. This can aggravate existing challenges including housing supply shortages, heavy reliance on recreation and tourism industries that house low-wage employment opportunities, barriers to home ownership, barriers to travel throughout the region, limited opportunities locally to pursue higher education and skills training beyond secondary education, and more.

THREATS



This pie chart represents the extent to which each focus area, described above, was included in stakeholders' discussions of regional threats.

Strategic Action Plan & Evaluation Framework

This section synthesizes the background information about the Eastern Sierra region, the rich insights and feedback gained during stakeholder engagement activities, and a collaboratively derived vision for the future of the region. These inputs were used to determine actionable areas of priority for the region with specific, measurable objectives, steps, or initiatives.

Vision Statement

The core stakeholder committee for the Eastern Sierra CEDS participated in several facilitated sessions to develop and refine the vision statement, which was shared and validated during stakeholder engagement activities. The vision statement served as the focal point for determining and developing key themes that serve as the foundation for the plan's goals and objectives.

The Eastern Sierra region envisions a future which includes economic prosperity and environmental stewardship realized through collaborative efforts to preserve natural assets and historic culture, enhance regional connectivity and resiliency, and advance vibrant and inclusive communities.

Of note is how stakeholders chose to incorporate resiliency into the vision statement. As shared in the SWOT portion of the process and confirmed repeatedly through additional stakeholder engagement, economic and environmental resiliency is of great importance to the region through multiple lenses.

Goals and Objectives

The goals and objectives that inform the action plan incorporate all foundational elements of the CEDS development process: data gathering and fact-finding, regional background, stakeholder engagement, and SWOT analysis.

The following focus areas were identified through the research and engagement processes and used to define and prioritize goals and objectives:

- Access & Connectivity
- Community & Culture
- Economic Expansion & Diversification
- Environmental Resilience & Sustainability
- Government Affairs & Advocacy
- Housing Availability & Land Use

Access & Connectivity

From roadways to broadband to air travel, the importance of connectivity was a focus in stakeholder sessions and is supported by regional data and literature. Access and connectivity includes inter-regional travel and access for both essential services and leisure, as well as the region's level of connectivity with the surrounding state and nation. These considerations are critical to residents, businesses, and visitors as the region pursues economic expansion and sustainability.

Physically, the region faces accessibility and connectivity challenges as a collection of remote communities with unique geographical considerations. Located several hours from major cities by car, residents must consider the types of specialized goods and services they will have trouble accessing in the region, and visitors must devote additional time and attention to their travel plans. These challenges are exacerbated in the winter months, when snow and ice often close critical roadways, leaving communities isolated and without vital resources including food and gas. Some communities in the region are accessible through regional air travel, but the service is often seasonal and limited, with existing flights subsidized by local governments.

Broadband connectivity also challenges residents. While those in the region's few densely populated communities may have adequate service, those in more remote, less dense communities are likely to lack connection that meets federal minimum standards for high-speed internet. Fiber backbone infrastructure exists along the region's most important thoroughfare, but internet service providers have not been adequately enticed to expand into communities where a return on investment for infrastructure buildout is projected to exceed preferable benchmarks.

Strategies

- Increase access to digital resources through broadband infrastructure buildout across the region.
- Enhance the regional transportation network to provide residents, visitors, and businesses with more accessible, reliable options for moving in, out, and within the region.
- Enhance emergency response services to ensure remote communities are equipped for periods of time with no access to services.

Best Practices

West Virginia Speed Test that is monitored and maintained by a diverse stakeholder group for the purpose of measuring achieved speeds against advertised speeds.

California case study that includes cost sharing for transportation upgrades among benefactors.

Emerging technology in winter maintenance practices include Integrated Modeling for Road Condition Prediction (IMRCP) - overview and in-depth report.

Funding Opportunities

California Senate Bill 156 has allocated roughly six billion dollars for the construction of a statewide open access middle-mile network, some last mile infrastructure, a loan loss reserve for local governments, and local technical assistance grants. Engagement throughout planning and last-mile allocations could help to close existing broadband gaps across the region. Stakeholders should collaborate with local and regional providers to ensure buy-in regarding the middle mile network and to plan to deploy last mile infrastructure using funding allocated from SB 156 or private investment.

Broadband Equity, Access, and Deployment Program
The BEAD program is a national program through which the State of California has received $1.86 billion dollars to fund broadband infrastructure buildout and workforce development programming. The state must plan for the allocation of these dollars and will seek input from stakeholders across the state to inform the use of the funds.

Mobility, Access, and Transportation Insecurity: Creating Links to Opportunity Research and Demonstration Program
This federal grant program funds initiatives that research transportation access and explore mobility solutions across community stakeholders. If renewed for 2024 (2023 NOFO was posted in August 2022), it could allow the region to assess the feasibility of transportation interventions and upgrades.

Other Funding Opportunities:

- Innovative Coordinated Access and Mobility Grants
- USDA Reconnect Loan and Grant Program
- Public Transit on Indian Reservations Program



EVALUATION FRAMEWORK: ACCESS & CONNECTIVITY

Goal: Improve and enhance regional access and connectivity within the region and with surrounding geographies.
Partners/Champions: Local governments, Internet service providers, CAT, OES, Caltrans

Objectives	Action Items	Timeline	Metrics for Success
Increase access to digital resources through broadband infrastructure buildout across the region.	• Catalog existing assets that may help to offset the cost of buildout for providers. Include capital resources as well as in-kind resources and donations, such as waived permitting fees, access to poles for aerial networks, or efficiencies with other utility maintenance or buildout projects • Encourage local governments to partner with internet service providers to apply for state and federal broadband funding with a focus on last mile connectivity • Develop, deploy, and monitor a broadband speed test tool that will allow communities to track achieved speeds vs. advertised speeds, potentially expanding the locations eligible for federal funding • Participate in statewide planning efforts tied to Senate Bill 156, the Broadband Equity, Access, and Deployment Program, and other programs to ensure that the region's challenges are accounted for in funding distribution	Medium-term (2-3 years)	• Creation of local asset & incentive catalog • Number of grant opportunities pursued • Creation of speed test tool • Meeting attendance, committee membership, etc.

Objectives	Action Items	Timeline	Metrics for Success
Enhance the regional transportation network to provide residents, visitors, and businesses with more accessible, reliable options for moving in, out, and within the region.	• Catalog and prioritize existing roadway infrastructure deficiencies, including but not limited to depressions in asphalt, dangerously narrow roadways, and areas lacking critical safety infrastructure • Determine which populations lack transportation options most severely, and describe the transportation needs of these groups • Explore options to meet the transportation needs of populations identified above, potentially ranging from fixed route services to major metros or local anchors to responsive services provided at a subsidy • Ensure that local planning efforts include provisions for commercial corridors and surrounding neighborhoods in existing communities to enhance walkability and options for multi-modal transit	Long-term (3-5 years)	• Creation of roadway need prioritization document • Creation of transportation need summary • Report written, committee formed, # of interventions considered, etc. • # of local planning efforts incorporating provisions for transportation network enhancement
Enhance emergency response services to ensure remote communities are equipped for periods of time with no access to services.	• Support communities at risk for isolation in winter months in efforts to reserve critical supplies to sustain residents through periods of isolation • Collaborate with Caltrans and county partners to accelerate response times for road clearance and maintenance in isolated communities • Explore emerging tools to anticipate response needs and accelerate response times	Short-term (1-2 years)	• Amount and type of additional supplies reserved • Correspondence facilitated, improved average response times • # & summary of emerging tools evaluated

Community & Culture

The Eastern Sierra region boasts a strong culture of community among the residents, workers, and other key stakeholders with vested interest in the success of the region and its economies. From the stakeholder engagement sessions to the widely distributed community survey, people contended that neighbors are supportive of one another, that there are opportunities to participate actively within the communities through events and other activities, and that the people of the region are resilient. There are some strong examples of recent collaboration such as efforts to develop a trail system, with stakeholder engagement sessions occurring throughout September 2023. The Towns to Trails initiative is an effort to connect Eastern Sierra communities to each other and to the region's extensive public lands.

Workshop participants and survey respondents indicated that community and culture, which may encompass a rugged and remote way of life, made the Eastern Sierra region appealing, while also contributing in part to its limited population size. Without a larger tax and income base, many find it difficult to ensure that amenities and services are available, especially in the more rural areas of the counties.

Throughout the stakeholder engagement process, individuals continuously expressed a strong desire for the small-town culture of individual communities in the region to remain intact even as opportunities for economic growth are pursued. They do not want to risk completely losing the appeal of smaller, tight-knit communities, which indicates a need for thoughtful growth strategies.

Other elements that were important to participants in the workshops were quality of life and low crime that many believe to be a direct result of the close relationships in the communities as well as historic preservation and finding new ways to leverage that in the tourism industry to promote a deeper understanding of the region's rich history and culture.

One area of concern in this theme is that engagement of tribal communities was challenging, highlighting the need for proactive outreach and relationship building with tribal communities, creating engagement opportunities that reflect their needs and preferences for inclusion.

Strategies

- Improve partnerships and interagency collaboration to benefit localities and facilitate regionally-focused efforts.
- Capitalize on strong community engagement to garner support for new initiatives, projects, etc.
- Enhance the region's existing quality of life with additional amenities to attract and retain talent.
- Strengthen tribal relationships in the communities and counties and involve leadership in conversations and decisions to plan and implement strategies.
- Build out a more robust, uniform regional communication strategy for sharing information, including emergency responses, with people who live, work, and recreate in the region.

Best Practices

USDA Resource Guide for Rural Workforce Development

This guide is designed to help communities that are looking for ways to support their workforce needs, including talent attraction and retention efforts. The focus on rural communities is widely applicable to the communities of the Eastern Sierra region.

Collaborating for Prosperity with American Indians and Alaska Natives

Relationships with tribal communities are critical for helping the Eastern Sierra realize its economic growth potential. This guide demonstrates the many resources and past successes of tribal communities in funding their projects and initiatives for community and economic prosperity.

Funding Opportunities

California Strategic Growth Council's Community Resilience Centers Program

This program funds new construction and upgrades of neighborhood-level resilience centers to provide shelter and resources during climate and other emergencies. Additionally, funding is available for year-round services and ongoing programming that build overall community resilience.

Community Economic Resilience Fund (CERF)

CERF is a statewide opportunities to promote a sustainable and equitable recovery from the economic distress of COVID-19 by supporting new plans and strategies to diversify local economies and develop sustainable industries that create high-quality, broadly accessible jobs for all Californians.

Next Generation Warning System Grant Program

The Next Generation Warning System Grant Program (NGWSGP) supports investments improving the resiliency and security of public broadcasting networks and systems. It enables public television broadcasters, public radio stations, and more to update their digital capabilities so that information about disasters and emergencies is properly distributed to members of the community, including individuals with disabilities, limited English proficiency, and other accessibility needs.

Community Heart & Soul Seed Grant Program

The Community Heart & Soul Seed Grant Program provides $10,000 in funding for resident-driven groups in small cities and towns to start the Community Heart & Soul model. Grant funding requires a $10,000 cash match from the participating municipality or a partnering organization.

EVALUATION FRAMEWORK: COMMUNITY & CULTURE

Goal: Maintain and capitalize on strong community culture.

Partners/Champions: Community-based organizations, arts and culture partners, emergency services providers/responders, tribal communities

Objectives	Action Items	Timeline	Metrics for Success
Improve partnerships and interagency collaboration to benefit localities and facilitate regionally-focused efforts.	• Conduct a mapping exercise to identify all partnerships critical to CEDS execution with point of contact information • Devise an outreach strategy to bring these partners in as stakeholders • Create regular opportunities for these partnerships to engage in the implementation process • Establish regular communication channels and platforms to facilitate information sharing among the partners	Short-term (1-2 years)	• CEDS execution partners map • Creation of outreach strategy • Number of meetings with regional partners
Garner support for new economic development-related initiatives, projects, etc. by developing and capitalizing on strong community engagement.	• Effectively educate the public on continuous activities related to the implementation of the CEDS • Provide opportunities for community members to actively participate in the implementation of new initiatives and projects	Short-term (1-2 years)	• Number of region residents participating in activities • Number of agencies and organizations engaged with CEDS implementation • Annual publication and promotion of CEDS progress
Enhance the region's existing quality of life with additional amenities to attract and retain talent.	• Support individual communities in their development of achievable plans for talent attraction and retention based on each community's assets and needs • Engage employers about talent retention priorities and strategies • Incorporate natural and cultural assets in local and regional marketing efforts	Long-term (3-5 years)	• See Economic Expansion & Diversification section • Marketing plan updates that reflect incorporation of natural and cultural assets

Objectives	Action Items	Timeline	Metrics for Success
Strengthen tribal relationships in the communities and counties and involve leadership in conversations and decisions to plan and implement strategies.	• Designate a point of contact for the region to provide ongoing, focused communication and ensure tribal leadership is engaged in conversations and decisions • Organize regular engagements with tribal leaders and representatives from tribal communities • Support each tribal community's ongoing and future economic development initiatives	Short-term (1-2 years)	• Number of meetings with tribal representatives and leaders • Partnerships with tribal communities to support economic development initiatives • Incorporate plan adjustments recommended by tribal leadership • # of executed opportunities to support each tribal community's economic development initiatives
Build out a more robust, uniform regional communication strategy for sharing information, including emergency responses, with people who live, work, and recreate in the region.	• Conduct a comprehensive needs assessment to understand the existing communication landscape throughout the region across government partners and key partners like chambers of commerce and business associations • Collaboratively develop a comprehensive communication plan that outlines the strategies, tactics, and responsibilities of each participating entity • Align resources for implementation which may involve securing funding for communication equipment, technology upgrades, and training for relevant staff	Long-term (3-5 years)	• Completion of needs assessment • Adoption of regionwide communication strategy • Communications and marketing reach • Funding secured for increased capacity related to communications strategy

Economic Expansion & Diversification

The Eastern Sierra region has the opportunity to determine current and future needs of existing businesses and develop programs and policies to address those needs. This can lead to employment growth through entrepreneurship, business expansion, and industry diversification.

The Eastern Sierra region is ready to evolve its business and economic development support efforts to build on existing networks that support core industries that include accommodation and food services, manufacturing, health care and social services, agriculture, and other top industries. Core features of any economic development strategy include services to support these business categories:

- Existing businesses seeking to grow or in need of navigating challenges (business retention and expansion)
- Businesses seeking to invest in the region for the first time with a new facility (business attraction)
- Entrepreneurs and small businesses with unique needs related to starting up and scaling a business

With outdoor recreation as a vital component of the business community that impacts employment, visitors, and the region's tax base, it is a strong example of how economic development efforts can make a difference in a region. Efforts to help existing outdoor recreation companies thrive and expand, helping new outdoor recreation businesses find a home and a platform in the region, and providing entrepreneurs and small businesses with tools to start up and grow sustainably in the region are all worthwhile efforts to have available in this region.

Visit California announced in early 2023 the development of an initiative to promote sustainable tourism, and action plans for 12 regions, including the "High Sierra region" which includes the three counties included in this CEDS, will be developed. Many goals for this initiative will complement this plan, including creating responsible travel principles to protect the environment and natural assets and assessment of climate impacts from tourism with mitigation recommendations.

A strong economic development strategy can also leverage existing industrial sector strengths to encourage innovation in areas that are important to stakeholders, such as sustainable tourism or disaster preparedness and response. The region can seek out opportunities and deploy interventions that address key areas of importance to stakeholders, like economic resiliency and protection of precious natural assets, diversifying the economic base of the region while promoting entrepreneurship and sustainability at the same time.

Main street/downtown corridors across the region are a special opportunity that can address several different needs in the region: real estate locations for small businesses, vital resources and collaboration for entrepreneurs, and a continued destination for residents and visitors for lodging, dining, and activities. Business and visitor experiences in downtown corridors can evolve though infrastructure upgrades, façade improvements, and multi-modal transportation enhancements.

Increased opportunities to match available workers with the needs of existing industry would help address workforce concerns that exist for most industry sectors. Like most regions, there is room to improve the skill sets of available workers to better match the needs of existing businesses. Additionally, ensuring that the region's secondary and higher education providers are partners in economic and workforce development efforts can help build a sustainable talent pipeline that meets the needs of the existing and growing industries of the Eastern Sierra. A better understanding of how ancillary services, like childcare provision, affect the dynamics of workforce availability and participation would also assist the region in addressing the labor needs of key industries.

Feedback from elected officials and the public in the region during review of the draft of this document revealed several comments related to what additional opportunities may exist for economic diversification and expansion: agriculture, renewable energy, and mining as examples. A targeted industry analysis would help determine which specific industries are a good fit for additional efforts, and a new recommendation to complete a regional targeted industry analysis is now included.

Objectives

- Build relationships with existing businesses through a formal business retention and expansion (BRE) program and respond to their needs through supportive services and connections to service providers.
- Build upon and transform opportunities for businesses to convene by industry sector to better understand and address common issues related to supply chain, workforce, etc.
- Enhance network of entrepreneurial and small business resources to encourage new business development within the region.
- Initiate and support efforts related to real estate solutions that complement industry and residential needs. Downtown corridors are areas of great need in the region as vibrant centers for convention, recreation, and visitors.
- Thoroughly study and review the current status of the labor market and gaps in workforce services provision, for both employers and individuals. Provide new workforce development solutions that address gaps and improve outcomes for companies and individuals.
- Identify additional data-informed opportunities that may exist for economic diversification and expansion.

Best Practices

Guide to Building a Business Retention & Expansion Program by the University of Wisconsin-Madison Division of Extension

This article provides step-by-step guidance on how to build a BRE program. It emphasizes how both leaders in business support services and government partners can coordinate outreach, use a uniform data collection approach (like a survey) to capture important data points and identify opportunities and barriers related to growth and warning signs of downsizing, closure, etc.

BRE Resource Library and Program Awards by Business Retention and Expansion International

Business Retention and Expansion International (BREI) is a membership-based organization dedicated to helping communities build and improve formalized BRE programs. They have an extensive resource library and an annual awards program that showcases well-executed and innovative BRE programs. They focus on assisting and supporting smaller, rural communities.

Funding Opportunities

Rural Community Development Initiative (RDCI) Grants

RCDI is a matching-funds program through the US Department of Agriculture designed to assist communities to build capacity in areas of housing, community facilities, and community and economic development projects. Projects can receive $50,000 to $500,000 and support efforts related to Business Retention & Expansion programs, entrepreneurial support, childcare facilities, and much more. This funding stream can support efforts in this goal area and others in this CEDS, such as Housing Availability & Land Use.



EVALUATION FRAMEWORK: ECONOMIC EXPANSION & DIVERSIFICATION

Goal: Grow and diversify the regional economy through support of existing and new businesses.

Partners/Champions: Regional economic development organizations, local chambers of commerce, entrepreneurial supportive services

Objectives	Action Items	Timeline	Metrics for Success
Build relationships with existing businesses and respond to their needs.	• Build a formal business retention and expansion (BRE) program • Assemble and deploy a network of supportive services and providers to provide technical assistance • Seek funding opportunities to build capacity to grow the BRE program over time	Medium-term (2-3 years)	• Number of BRE visits conducted annually • Established network of service providers and supportive services • Number of firms referred/connected to service providers and supportive services • Tracked outcomes of companies that successfully navigate services/resources
Build upon and transform opportunities for businesses to convene by industry sector to better understand and address common issues related to supply chain, workforce, etc.	• Leverage existing groups convened by partners like chambers or industry associations and adopt a sector partnership model • Assist industry-identified priorities with supportive services, advocacy, funding efforts, etc.	Short-term (1-2 years)	• Number of industry-specific groups led by industry active in the region • Annual report of successful outcomes from industry groups • Identification and success of industry-specific initiatives
Enhance network of entrepreneurial and small business resources to encourage new business development within the region.	• Support and promote opportunities for entrepreneurs to convene, network, and learn • Collaborate with service providers like SBDC, SCORE, and local service providers to bring workshops and trainings to the region • Create a regional asset map of entrepreneurial and small business resources • Develop a plan to address gaps in the regional asset map	Long-term (3-5 years)	• Number of networking events • Number of workshops/trainings • Asset map • Plans to address one or more gaps in the asset map

Objectives	Action Items	Timeline	Metrics for Success
Initiate and support efforts related to real estate solutions that complement industry and residential needs.	• Create façade improvement programs for downtown areas • Leverage historic designations to secure funding for building improvements • Establish a revolving loan fund to support investment in real estate solutions that support the needs of businesses • Invest in business district upgrades that improve walkability and bikeability • Revisit and update potential industrial sites in the region and determine priority, viability, funding, etc.	Long-term (3-5 years)	• Establishment of programs • Number of businesses or buildings receiving assistance • Improved walkability scores in main street/ downtown districts
Thoroughly study and review the current status of the labor market and gaps in workforce services provision, for both employers and individuals.	• Conduct a workforce and skills gap analysis with asset mapping of workforce and employment services • Provide new workforce development solutions that address gaps and improve outcomes for companies and individuals	Short-term (1-2 years)	• Workforce and skills gap analysis • Asset map of workforce and employment services
Identify additional data-informed opportunities that may exist for economic diversification and expansion.	• Conduct a regional targeted industry analysis	Medium-term (2-3 years)	• Completion of analysis • Adoption of recommendations in regional and local economic development efforts

Environmental Resilience & Sustainability

Environmental stewardship and preservation of natural assets is a critical component of the region's vision for the future. Residents emphasized the enjoyment received from accessing and appreciating the landscape and access to recreation as a key feature to quality of life. The region's natural assets are also a key feature of the vitality of the tourism industry and must be preserved and protected for future, long-term enjoyment.

The region's exposure to extreme weather events pass uncertainty, risk, inconvenience, and isolation to businesses and residents. With record snowfall in Winter 2022-2023, some communities only accessible by mountain pass were isolated from the surrounding region for months, unable to access vital resources. Small business owners shared that accessibility challenges in winter months prevent customers from accessing their businesses and impact the revenue that they are able to generate. Additionally, wildfires have occurred throughout the region with increased frequency in recent years, straining the capacity of first responders and threatening residencies and businesses in vulnerable areas.

The State of California releases an updated climate adaptation strategy every three years, most recently in 2021. The current strategy has priorities that include building capacity in climate vulnerable communities, encouraging tribal and local governments to incorporate climate considerations into emergency planning efforts, and to strengthen climate resilience of natural systems. The strategy divides the State into regions with specific engagement opportunities.

Objectives

- Reduce the challenges experienced by residents and visitors during winter climate events.
- Enhance the network of industry and community stewards to develop, adopt, and promote guidelines for sustainable tourism.
- Consider sustainable tourism as a budding industry with workforce needs, entrepreneurial opportunities, and infrastructure requirements.

Best Practices

Adaptation Clearinghouse by State of California's Governor's Office of Planning & Research

This searchable database includes planning resources, case studies, and tools to support planning and initiatives that help address climate-related challenges and issues. It also highlights plans and initiatives led by tribal communities.

Funding Opportunities

CoolCalifornia.org Local Government Portal

CoolCalifornia.org hosts a tool kit to assist local governments with the development of a climate action plan with a resource library, interactive map of case studies and examples, and a searchable funding database for sustainability projects.

EVALUATION FRAMEWORK: ENVIRONMENTAL RESILIENCE & SUSTAINABILITY

Goal: Prioritize opportunities to preserve natural assets and support service provision needs of residents during weather and disaster events.
Partners/Champions: Local government, emergency services providers/responders, tribal communities, California Climate Adaptation Strategy

Objectives	Action Items	Timeline	Metrics for Success
Reduce the challenges experienced by residents and visitors during climate events.	• Create a regional working group that encourages collaboration across the three counties with their current plans, offices, and staff related to emergency response and disaster preparedness • Pursue climate action planning as a region, leveraging resources for greater impact	Short-term (1-2 years)	• Working group established and meeting regularly • Climate action plan for the region
Enhance the network of industry and community stewards to develop, adopt, and promote guidelines for sustainable tourism.	• Designate a group of sustainable tourism champions to plug into state-level initiatives to leverage plans and resources to advance outcomes in the region • Develop regional guidelines to inform and encourage sustainable tourism initiatives and practices	Short-term (1-2 years)	• Sustainable tourism champions identified and actively participating in state-level initiatives • Adoption of state-level sustainable tourism initiatives at the regional level
Consider sustainable tourism as a budding industry with workforce needs, entrepreneurial opportunities, and infrastructure requirements.	• Embed sustainable tourism into other plan elements to address workforce, entrepreneurial, and infrastructure needs • Gain support for any needed infrastructure developments like visitor centers, trail systems, amenities upgrades, and more • Sustainable tourism champions identified and actively participating in state-level initiatives	Short-term (1-2 years)	• Sustainable tourism represented in industry-led groups, BRE outreach, entrepreneurial supports and services • Sustainable tourism represented in workforce analysis and mapping

Government Affairs & Advocacy

The Eastern Sierra region would like to see stronger relationships and increased visibility with other leaders in neighboring regions and at state and federal levels where residents do not feel they are valued or heard by those entities. Staff turnover was identified as a contributor to the challenge of building and maintaining strong relationships with key offices.

Community leaders and stakeholder believe that funding sources are available to support the identified needs of the region based on the stakeholder engagement activities, but the region lacks the capacity to seek out, apply for, and successfully secure grant opportunities.

Strategies

- Build capacity within ESCOG as well as Alpine, Inyo, and Mono Counties and other key partners for improved government affairs, prioritizing relationship-building with the key state and federal entities who directly impact the implementation of CEDS strategy recommendations.
- Study the broader economic impact of regional strategy recommendations to garner more support from state and federal government agencies.
- Equip local government partners with knowledge and capacity for procuring and administering federal funding to ensure relevant opportunities can be pursued.

Best Practices

Local Government Solutions for COVID-19 and Beyond: Grants Management Capacity

This resource guide is part of a set of documents developed by FEMA in response to the disaster recovery challenges state, local, tribal, and territorial (SLTT) governments have faced; however, these solutions are easily applied outside the context of disaster. Here, grants management capacity is addressed with examples of solutions from varying community types, intended to provide guidance and resources.

Familiarization Experiences

Chambers of commerce and economic development organizations have a best practice of familiarization experiences that are embedded into advocacy or business development programs. Advocacy examples include a Day at the Capital or a DC Fly-in where local stakeholders visit the state or national capital with an agenda to meet with specific lawmakers or agencies to promote their region's priorities on topics like transportation, workforce, etc. Business development programs will often have a familiarization tour for site selection consultants to visit the region and learn more about its assets. State and federal officials and leaders can be invited to the region to experience its assets and needs and create space for local stakeholders to build relationships and discuss top priorities for the region.

Funding Opportunities

Rural Community Development Initiative Grants in California

RCDI grants are awarded to help non-profit housing and community development organizations, low-income rural communities and federally recognized tribes improve housing, community facilities, and community and economic development projects in rural areas.

Community Economic Development

CED grants are awarded to fund initiatives designed to improve the economic self-sufficiency of low-income individuals in communities with high unemployment and poverty rates through sustainable business development and new employment opportunities helping to create resilient communities that address the needs of individuals, families, and children.



EVALUATION FRAMEWORK: GOVERNMENT AFFAIRS & ADVOCACY

Goal: Promote stronger government affairs & advocacy efforts.

Partners/Champions: Local elected officials, local government entities, state government agencies, federal agency representatives and regional offices, philanthropic and private funders

Objectives	Action Items	Timeline	Metrics for Success
Build capacity within ESCOG as well as Alpine, Inyo, and Mono Counties and other key partners for improved government affairs, prioritizing relationship-building with the key state and federal entities who directly impact the implementation of CEDS strategy recommendations.	• Map all local, state, and federal government agencies who can directly impact the implementation of CEDS strategy recommendations • Conduct strategic outreach to these government agencies to pinpoint an effective point of contact for conversations and activities related to the CEDS	Short-term (1-2 years)	• Completion of map of target government agencies for collaboration • Number of agencies with base relationship and point of contact established
Study the broader economic impact of regional strategy recommendations to garner more support from state and federal government agencies.	• Gather the necessary data to assess the economic impact of the CEDS strategy recommendations and relevant future projects or initiatives • Use impact results to communicate the importance of government agency partnership and support to the implementation of the CEDS to stakeholders, policymakers, and the public	Long-term (3-5 years)	• Number of economic impact assessments completed • Number of presentations, meetings, and communication pieces related to communicating economic impact
Equip local government partners with knowledge and capacity for identifying and securing federal funding to ensure relevant opportunities can be pursued.	• Create and maintain database of relevant programs and funding opportunities • Designate individuals or create a cross-agency team specifically responsible for researching, identifying, and pursuing funding opportunities • Establish relationships with other nonprofits, community organizations, and regional entities and collaborate on grant applications with shared expertise and resources • Leverage support and resources available at the state and federal levels to help regions collaborate and access funding	Medium-term (2-3 years)	• Creation of funding opportunities database • Number of funding applications submitted • Number of funding awards • Number of partnerships with MOUs and/or letters of intent to collaborate

Housing Availability & Land Use

A vast majority of the land in the Eastern Sierra region is publicly owned, with significant portions under federal and state management or owned by the City of Los Angeles Department of Water & Power to provide water to the LA metro region. Much of the privately-owned land is not located near existing communities and is limited in potential uses by infrastructure costs, demand, or access to amenities. Working within these parameters significantly limits the options available for additional housing development.

The importance of the tourism industry in certain areas of the region is also impacting housing. In tourism-focused areas, high land cost makes it difficult to develop housing for both year-round and seasonal workers. County and local governments throughout the region might seek partnerships with local employers to meet their shared workforce housing needs in the form of affordable housing developments earmarked for workers in a specific industry or location, rental assistance programs, or the development of a land trust for affordable housing.

While the cost of living in the Eastern Sierra region is relatively lower than in many other areas of the state, the lack of available housing could continue to put the region's economy at risk. Due to limited space, efforts to encourage denser multifamily and mixed-use development may help to limit rising housing costs in the area and provide opportunities for the region's workforce to find suitable housing close to employment centers. Zoning policy statewide supports these types of developments despite potential resistance from some community members.

Limited available land also places a high importance on maintaining the quality and integrity of existing structures or determine opportunities for infill redevelopment. Striking a balance between the two will require current conditions assessment and the identification of existing federal and state funding opportunities to make the best use of existing infrastructure while balancing the needs of existing residents and community-members.

Strategies

- Increase available land for private development
- Work to improve housing stock within restrictions on available land
- Expand additional housing options within affordable range for regional workforce

Funding Opportunities

HUD: Community Development Block Grants

The Community Development Block Grant (CDBG) Program supports community development activities to build stronger and more resilient communities. Activities may address needs such as infrastructure, economic development projects, public facilities installation, community centers, housing rehabilitation, homeowner assistance, etc.

USDA: Multifamily Programs

Multifamily Housing assists rural property owners through loans, loan guarantees, and grants that enable owners to develop and rehabilitate properties for low-income, elderly, and disabled individuals and families as well as domestic farm laborers. The program works with the owners of its direct and farm labor housing loan properties to subsidize rents for low-income tenants who cannot afford to pay their full rent.

State of California: Homekey Program

Homekey is an opportunity for state, regional, and local public entities to develop a broad range of housing types, including single-family homes and multifamily apartments and the conversion of commercial properties and other existing buildings to permanent or interim housing.



EVALUATION FRAMEWORK: HOUSING AVAILABILITY & LAND USE

Goal: Increase stock and availability of housing units with a focus on affordability for regional workforce.
Partners/Champions: County planning and zoning departments, City of Los Angeles, Federal and State government entities

Objectives	Action Items	Timeline	Metrics for Success
Increase amount of available land for private development.	• Explore opportunities to purchase, trade, or lease land from public entities who own or manage land in the region • Identify any parcels in unincorporated areas that are eligible for private purchase and explore opportunities to incentivize private purchase and development of these lands	Long-term (3-5 years)	• Exploration of processes for land trades, purchase, or lease of public lands • Assessment of status of past negotiations and strategic direction for utilization or sale of any procured land
Work to improve and expand housing stock on available land.	• Identify areas with opportunities for infill redevelopment, in both residential or non-residential zones, to take advantage of existing infrastructure and create additional housing where available land is limited • Consider the creation of overlay districts to promote higher density or mixed-use development in nonresidential zones • Pursue federal and state funding programs designed to redevelop, improve, or maintain conditions of existing housing stock	Short-term (1-2 years)	• Complete housing needs assessment and strategic plan
Expand additional housing options within affordable range for regional workforce.	• Identify and potentially incentivize opportunities for workforce (low- and moderate- income) housing near employment centers • Explore opportunities for employers to contribute to or develop housing for year-round and seasonal employees	Medium-term (2-3 years)	• Complete funding scan • Convene business resources group and establish workforce housing working group

Appendix

Appendix A: Resolution

The formal adoption of the CEDS by the Eastern Sierra Council of Governments (ESCOG) will take place in the coming weeks after the following groups formally adopt a resolution of support after the finalization of this document: Alpine County, Inyo County, Mono County, Town of Bishop, and Town of Mammoth Lakes. Below is the language planned for the resolution that will be considered by the ESCOG Board of Directors at an upcoming meeting

RESOLUTION NO.

RESOLUTION OF EASTERN SIERRA COUNCIL OF GOVERNMENTS JPA APPROVING THE EASTERN SIERRA COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY FOR ALPINE, INYO AND MONO COUNTIES AS PREPARED AND AUTHORIZING THE STRATEGY TO BE SUBMITTED TO THE U.S. ECONOMIC DEVELOPMENT ADMINISTRATION

WHEREAS, U.S. Department of Commerce, Economic Development Administration (EDA) requires the preparation and adoption of a Comprehensive Economic Development Strategy (CEDS) to be approved by the Alpine County Board of Supervisors, the Inyo County Board of Supervisors, the Mono County Board of Supervisors and the EDA prior to consideration of certain federal funding; and

WHEREAS, A CEDS is a document developed by jurisdictions for the EDA to apply for vital funding for community economic development initiatives; and

WHEREAS, The Counties of Alpine, Inyo and Mono conducted its CEDS process following federal Code of Federal Regulations (CFR), 13 CPR §303.6; and

WHEREAS, The CEDS takes into account and, where appropriate, incorporates or leverages other regional planning efforts, including the use of available federal funds, private sector resources, and state support which can advance a region's CEDS goals and objectives; and

WHEREAS, The CEDS process analyzes existing regional conditions, opportunities, and global economic conditions, leading to a region-specific strategy-driven plan for economic prosperity; and

WHEREAS, The CEDS must be updated every five years to stay relevant with changing economic conditions and to qualify for U.S. Economic Development Administration (EDA) funding assistance under its Public Works and Economic Adjustment Assistance programs; and

WHEREAS, EDA has been an important partner in financing economic development projects; and

WHEREAS, In addition to summarizing the status of the local economy and areas of opportunities, the focal point of the CEDS is identification of projects that may be eligible for federal grant funding; and

WHEREAS, Adoption of the CEDS is a federal requirement which the Alpine County, Inyo County and Mono County, and qualified organizations within the region, must meet to apply to EDA for Public Works or Economic Adjustment Assistance Program grants; and

WHEREAS, the Eastern Sierra Council of Governments serves as a regional joint powers authority representing Inyo County, Mono County, the Town of Mammoth Lakes, and the City of Bishop, and is the appropriate regional organization to serve as the lead agency to submit the CEDS to the EDA; and

NOW THEREFORE BE IT RESOLVED by the Board of the Eastern Sierra Council of Governments JPA that

1. After reviewing the CEDS document attached hereto as Exhibit A, hereby approves the report and authorizes the submission of the CEDS to the EDA.
2. Adoption of this Resolution is not a Project as that term is defined by the California Environmental Quality Act.

Passed and adopted this ___ day of _____

Jeff Griffiths, Chair, Eastern Sierra Council of Governments

ATTEST:

Clerk

Appendix B: CEDS Steering Committee & Participating Organizations

The CEDS Steering committee included community leaders from across the region, as well as representatives from the Rural County Representatives of California (RCRC). The group met regularly to guide the CEDS process and offer perspectives from their respective communities and the region as a whole. The steering committee included:

SARAH BOLNIK
Rural County Representatives of California (RCRC)

BOB BURRIS
Rural County Representatives of California (RCRC)

JT CHEVALIER
Economic Development Director & Public Information Officer, Alpine County

CHRIS EGAN
Rural County Representatives of California (RCRC)

LIZ GRANS
Economic Development Manager, Mono County

BARBARA HAYES
Chief Economic Development Officer, Rural County Representatives of California (RCRC)

DANIEL HOLLER
Town Manager, Town of Mammoth Lakes

ELAINE KABALA
Executive Director, Eastern Sierra Council of Governments

MEAGHAN MCCAMMAN
Assistant County Administrator, Inyo County

SANDRA MOBERLY
Community & Economic Development Director, Town of Mammoth Lakes

TERRANCE ROGERS
Rural County Representatives of California (RCRC)

JEFF SIMPSON
Economic Development Director, Mono County

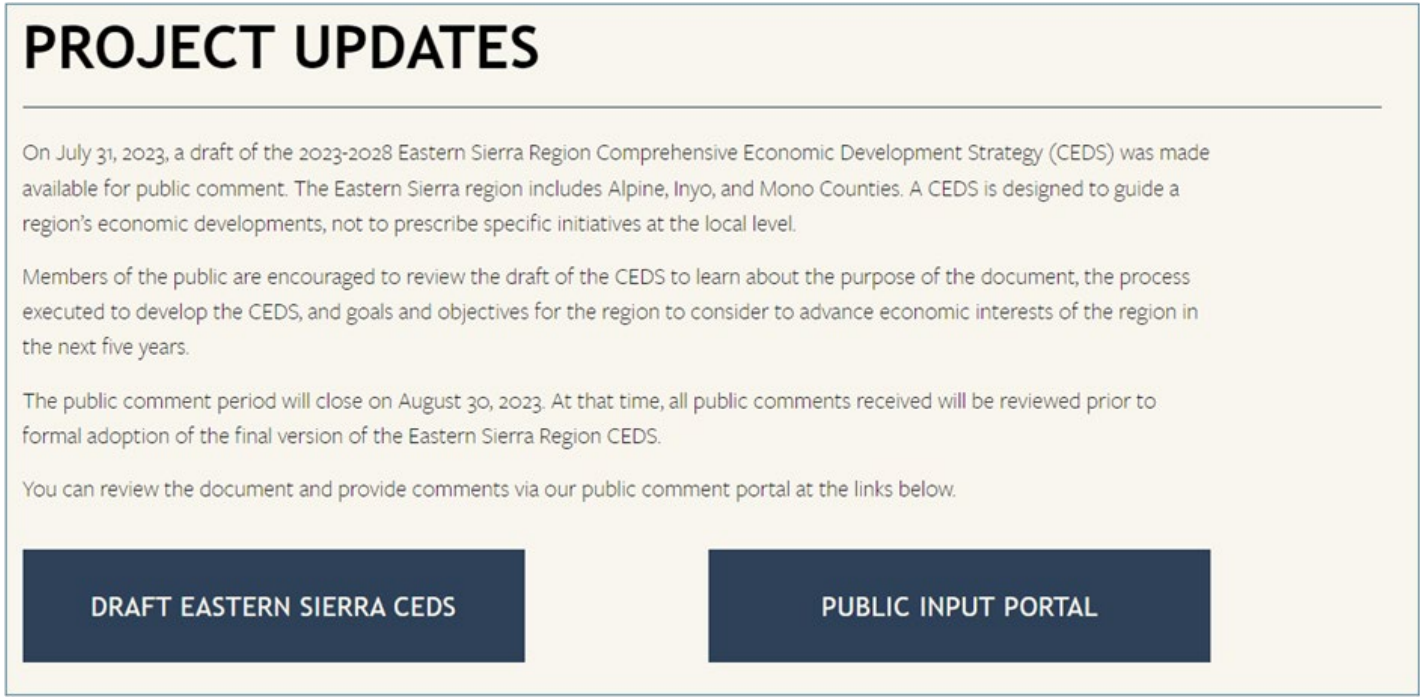
Appendix C: Verification of the 30-Day Public Comment Period

The 30-day public comment period opened on July 31, 2023 and closed on September 1, 2023. The draft CEDS and an online form for members of the public to freely enter their thoughts were published on ESCOG's website, www.escog.gov, and promoted to the public by members of the steering committee.

All comments submitted during the 30-day public comment period are appreciated and included here to take into consideration to inform next steps as ESCOG and partners across the region take steps to continue planning and execute implementation. ESCOG is also encouraged to review and update the CEDS regularly as more data is gathered and recommendations can become more targeted with specific projects.

While the ESCOG is responsible for developing and maintaining the regional CEDS, the deployment of this CEDS requires efforts to be advanced by many organizations within the ecosystem across the region.

All comments are listed below with the county of the commenter noted (if it was provided). The body of each comment is shared exactly how it was entered into the online comment portal. This includes errors related to spelling, grammar, and punctuation.



PROJECT UPDATES

On July 31, 2023, a draft of the 2023-2028 Eastern Sierra Region Comprehensive Economic Development Strategy (CEDS) was made available for public comment. The Eastern Sierra region includes Alpine, Inyo, and Mono Counties. A CEDS is designed to guide a region's economic developments, not to prescribe specific initiatives at the local level.

Members of the public are encouraged to review the draft of the CEDS to learn about the purpose of the document, the process executed to develop the CEDS, and goals and objectives for the region to consider to advance economic interests of the region in the next five years.

The public comment period will close on August 30, 2023. At that time, all public comments received will be reviewed prior to formal adoption of the final version of the Eastern Sierra Region CEDS.

You can review the document and provide comments via our public comment portal at the links below.

DRAFT EASTERN SIERRA CEDS

PUBLIC INPUT PORTAL

Comment (with County of representation, if identified)	Response
[Inyo County] Please be aware that goverment funds used for housing now limits landlords ability to manage those properties. There are new laws regarding this type of funding/loans. Where can the community see the entire ceds package. There was more information shown to the City Council, that is not shown here.	**Flagged for further discussion:** The material included in this report constitutes the entire CEDS package, although local governments may discuss a number of topics tangential to the CEDS or in order to inform the CEDS.
Does the city/county have a list of non-occupied homes in the area? Is there a list of airbnb homes in the area. Two sources of housing that are not mentioned in the ceds.	**Accepted:** ocal housing policies and practices vary throughout the CEDS region, and we recommend reaching out to your local elected officials to inquire about such a list. Language has been added to the draft acknowledging the potential effects of second-home ownership and short-term rentals on the housing stock throughout the region.
[Mono County] think long term goals and how to get there with smart growth in mind	**Accepted**
[Inyo County] Most of this document appears to be boilerplate language that repeats information that is already well known. It appears to make no mention of really expanding on and encouraging the development of mineral extraction within the region which is greatly needed for jobs and construction projects. The area's history and development was from mining and lumber industry and the resources still exist within the area and aren't being utilized. The area needs surface mining operations for gravel, DG, cinders, and sand for road construction and maintenance and for private construction projects. Right now, there are no available local sources for that and most of it is hauled into the area from Kern and Nevada. Economic development in the area will benefit from reliable, locally sourced material and this needs to start with BLM, the USFS, State Lands commission, and LADWP who have something to do with mining.	**Flagged for further discussion:** While the region's important history as a collection of mining communities is discussed in the CEDS, mining did not emerge as an industry with high growth rates or a large economic impact in the present-day. Expanding mining operations in the region may be further complicated by the lack of available land and environmental conservation and preservation efforts. That said, construction and manufacturing did emerge as growing industries, with wood product manufacturing showing modest growth. These industries may play an important role in the infrastructure needs referenced.
[Inyo County] In the draft CEDS document, the median housing costs seem low, especially housing anywhere near employment opportunities. I've always paid almost twice that in rent in the past decade, and it's increased annually since Covid-19. I assume this uses ACS data. What's shown doesn't reflect what full-year, employed residents pay. I'm not sure usual methodology makes sense in a mountain community with such unusual constraints. Those moving here to fill positions needed to grow/diversify the economy will pay much more.	**Accepted:** Additional discussion of ACS methodology and the potential for higher housing costs than reflected by the ACS has been added. Additionally, a short section titled "Seasonal Homes and Vacancy" has been added to discuss the prevalence of seasonal residents and their impact on the data included in this report.
The issue with housing costs and availability is addressed, but may be under-developed in the plan and may need more recent data with more granularity. Perhaps greater segmentation of the data would show more opportunities and a better representation of the issues faced in an economic development framework.	**Flagged for further discussion:** This comment demonstrates the importance of the recommendation related to conducting a housing needs assessment with a strategic plan.
[Inyo County] More tourism needs to be brought to the 395 corridor of Lone Pine, Big Pine, Independence, etcetera, even Bishop, these communities are dying. Lack of medical, lack of services, lack, lack, lack. Go visit Gardnerville just across the border in Nevada and see a thriving "cute" community. A place you want to visit (not referring to gambling), that has a charm as you drive through and makes you want to stop even if you have no reason to. Right now all these ES 395 cities are basically drive through cities, like flyover states. Make them a reason to visit for tourists to spend dollars, year round. A place that young families will want to come and put down roots and start families. Without opportunity nothing will survive.	**Flagged for further discussion**

Comment (with County of representation, if identified)	Response
[Mono County] Yes, infrastructure is good and of course so is tourism, which is the life blood for many full-time residents. What we don't want is Disneyland in ML resulting in manifestations of more trash, more cigarette butts, more traffic, more diesel and tail pipe pollution for those of us who enjoy walking and biking around town, and air b and b rental properties continuing to price out and reduce housing opportunities for residents and seasonal mountain employees and the perceived need to cut down trees to build more low income housing, or competition to be the new Vail with continuous sprawl and an ever-expanding footprint into natural lands. (It is upsetting to see a street that is named for what beautiful thing used to be there but was destroyed for the development.) Always take into consideration the environment/ecosystem/climate costs (i.e. removing mature trees and disrupting soil and meadowlands, water, CO2 and methane production/capture). For example, petroleum- based plastic covering on forest soil is a travesty and is flat out wrong on so many levels. This should be banned already. I think your shuttle and City wide/county wide vehicle fleet should be electric with more charging stations around town. THINK OF WAY TO CUT ML'S CARBON FOOTPRINT NOT ADD TO IT!!!!!! THIS IS OUR #1 RESPONSIBILITY! An effective ZERO WASTE policy and executable and enforceable plan is not an option but a necessity for EVERYTHING that is currently landfilled ASAP; especially with the increase in tourism. In the meantime, hire a team to clean up after them and their cigarette butts (tobacco ban ordinance should be considered). You are correct that all building and expansion must be carried out with the best available science in mind and with the input from tribal representatives for our best shot at resiliency and adaptation to unpredictable and increasingly extreme climate conditions. For example, indigenous peoples hold the knowledge of how to best manage the forest and grasslands. Invite them to take on these important roles, avoid tokenism, and compensate them well for their time to sit at your table and provide input for your plans. Mammoth's beauty is unparalleled. THE BIGGEST THING WE NEED TO DO IS LEAVE IT ALONE AND NURTURE IT. If the tribal members do come to the table, hopefully they will echo that exploitation and growth is not always the best answer. Progress does not always equal development. Thank you for your caring and consideration. I have a full-time job, but I am glad to help pro-bono to implement any or all of the above-mentioned policies and solutions. Respectfully, [REDACTED]	**Accepted:** We agree that sustainability and conservation of natural resources must be a top priority for the region. We hope that this plan's third focus area, Resilience and Sustainability, addresses the items discussed here. Specifically, we hope that the second objective, "Enhance the network of industry and community stewards to develop, adopt, and promote guidelines for sustainable tourism" is embraced as the first step of many towards ensuring that economic growth does not come at the expense of the region's environment and natural resources. The strengthening of tribal relationships and ongoing partnerships with tribal communities is also critical in the implementation of the CEDS.
[Mono County] On Page 9, under Cultural Assets, I would recommend removing mining from the list of things that add to our rich history.	**Flagged for Further Discussion**
Pg. 11, Add John Muir Trail to the discussion about the backpacking opportunities on the PCT.	**Accepted**
On page 15, the Median Monthly Housing Costs look low to me. I understand this came from the ACS but are there any other sources? I think if not then we should make note that there is a lack of available housing stock to rent so the Percent of Cost Burdened Household in Figure 8 appears artificially low.	**Accepted:** Additional discussion of ACS methodology and the potential for higher housing costs than reflected by the ACS has been added.
On page 22, under Air Quality, add information about the challenges faced at the Dry Owens lake bed and Mono Lake with respect to PM 10 particulate matter.	**Accepted**
A threat we face as a region that I did not see specifically called out is the risk that our rural hospitals face as reimbursement rates continue to be inadequate to cover costs. That poses risks to community members in terms of access and also to local employment because healthcare jobs are a key component of our workforce.	**Flagged for Further Discussion**

Comment (with County of representation, if identified)	Response
[Inyo County] page 13 (median household income) -- how are these computed? is tehre a way to compute it for permanent residents?	**Accepted:** This data is from the American Community Survey. A short section titled “Seasonal Homes and Vacancy” has been added to discuss the prevalence of seasonal residents and their impact on the data included in this report.
page 28 (figure 13) -- that figure is gross and not very informative. We should change it from a venn diagram to a table. venn diagrams are typically normalized so the two circles are the same size. This is not the case here, so this shouldnt’ be a venn diagram. One question about the data here, though: it would be good to know of the large number of people who “live in the selection area, employed outside”, how many of those are remote jobs? I ask because those don’t really require commuting, which seems to be what this figure is trying to get at (and concluding when they say this figure indicates many residents are seeking jobs outside the region).	**Flagged for Further Discussion:** This figure is not technically a Venn diagram, although it does have the same shape as a Venn diagram. The figure is produced by the US Census Bureau and does not address remote work.
SWOT analysis pie charts (pages 30-33): those pie charts aren’t well described. I have no idea what they mean from reading the document. For example, in the first one (Access and Connectivity) is this saying that 14% of the respondents think broadband access is the biggest challenge we face? 14% of respondents think it’s a problem? 14% think it’s an asset that we have? There needs to be some description (at the very least a legend) that says what these graphs are actually showing.	**Accepted:** Additional language has been added to help clarify the figures referenced.
Same comment also applies to the next section -- what are these pie charts indicating? are they indicating what respondents think is the main strength/weakness/issue? it’s not clear what those pie charts are saying.	**Accepted:** Additional language has been added to help clarify the figures referenced.
Goal 1: (access and connectivity) -- can you expand on the goal about road conditions? I’m not clear why this is a priority for economic development. is there any indication that our economic development is currently stifled by the lack of road stuff?	**Flagged for Further Discussion:** Flooding and severe winter weather have, in recent years, caused road closures that render businesses and attractions inaccessible. Transportation infrastructure is vital to the exchange of commerce and workers.
Goal 3: I feel like part of diversification should include industries that take advantage of the natural resources we have here (but not like the old-school way of thinking, i.e., mining). I would imagine things like city of bishop has access to a lot of water, so hydroponic growing; or solar farms; the kind of things that make use of our resources to diversify industries but in novel ways. Also, I think we should also look at what kind of remote jobs people in the area are getting, and focus efforts on making sure we have schools to gain the skills needed for those jobs.	**Accepted:** An expanded targeted industry analysis has been added to the recommendations.
Goal 5 (housing): that’s a worthwhile goal, but do we really think CEDS is the one that’s going to do this?	**Flagged for Further Discussion:** The CEDS implementation falls on a broad coalition of stakeholders, and the CEDS can be a supporting tool accessing federal funding to support housing if appropriate programs are available.

Comment (with County of representation, if identified)	Response
[Inyo County] Hello and thank you for this strategy report. My name is [Redacted] and I work as [Redacted]. I am very concerned about the absence of local food systems considerations in the current CEDS draft of July 31st. I understand that this may reflect a lack of responses in this domain from your respondents, rather than your own grevious ommission. However, I believe that the SWOT Analysis results significantly downplay the opportunities for local food systems development and investment. Considering our location, natural resources, and existing industries, we have very important potential for building up our local food economy through sustainable agritourism development. Many ranchers I have spoken with express a keen need for expanding local meat processing capacities. Restaurants currently have to import much of their food, resulting in lost local revenues sub-par culinary experiences for our region's guests and residents, even with food service being one of our major industries. I would propose that your final report recommend a "local food system assessment." Better yet, if your team can do the research now, please include one as an appendix, as was recently done with the The Bay Area Food Economy: Existing Conditions and Strategies for Resilience, attached to the Bay Area's CEDS). I would be glad to particpate in those discussions and bring Tribal stakeholders to the table as best I can. Thank you, [Redacted]	**Flagged for Further Discussion:** The comment is from an individual affiliated with one of the area's indigenous tribes. The recommendation for a local food system assessment connects other comments and opportunities related to economic diversification and leveraging the tourism industry in the CEDS. This is a strong example of what can come from advancing the objective to "build upon and transform opportunities for businesses to convene by industry sector to better understand and address common issues related to supply chain, workforce, etc." Because this person expressed a desire to be involved with future issues on this matter, their contact information has been share with a representative of ESCOG. This may be a great relationship to nurture to help with strengthening connections with tribal communities.
[Inyo County] Page 9 – states "around half of the visitors that come to the region come from other areas of California." Do you know where this info is coming from? Is it possible to add something that addresses the long-haul travelers and international visitors that come to see the iconic places in our region?	**Accepted:** This information is from a Tourism Industry study conducted by Mono County. A citation has been added, along with a sentence noting other types of visitors.
Page 9 – consider adding OHV, trail running and horseback riding to the list of activities. Many people also come here for wildlife viewing, birdwatching and landscape photography.	**Flagged for Further Discussion**
Page 9 – under Natural Assets, should probably say that Death Valley is in the south eastern part of Inyo.	**Accepted**
Page 19 – ESTA's Lancaster to Reno route is not daily. It does not run on Sundays and holidays.	**Accepted**
Page 28 – This information really surprises me. Is it because so many people live in Alpine County that work in Tahoe or other areas? Is it skewed because of the seasonality of employment in the ski areas? Lastly, I don't know where exactly this would fit in….	**Flagged for Further Discussion:** Additional language has been added about the prevalence of second-home owners and their potential effect on the data.
It is mentioned several times that our tourism industry is "robust." That's good, but there is still room for improvement and growth in this sector. Bishop's average annual hotel occupancy is only at 70%. That means we could sell 93K more room nights per year – without building even one more hotel. We've made good progress in smoothing out the severe seasonality, but there is much work to be done there. If we can fill the rooms in the slower season, this would lead to better year-round employment for everyone employed in hospitality.	**Accepted:** The continued growth of the tourism sector (in an environmentally conscious manner) is a focus of recommendations across focus areas. These include BRE programming recommendations, as well as transportation infrastructure improvements to continue to address seasonality.
Also, in speaking about job training/education, it would be good to see some emphasis on improving skills/knowledge of hospitality workers. There are good careers in this sector in management and all of the local hotels and restaurants have trouble finding management level employees. (and the pay is darn good!)	**Flagged for Further Discussion**

TPMA
Bold Solutions.
Empowered Communities.

Agenda Item: 14.O
Date of Meeting: October 23, 2023
Department: City Clerk

STAFF REPORT

To:	City Council
From:	Robin Picken
Subject:	**Granicus Agreement – One-Year Extension 11/12/2023-11/11/2024**
Prepared On:	September 18, 2023
Attachments:	Granicus Agreement 2018-2021 Granicus Proposed Agreement 2023/11/12 to 2024/11/11

Background/History:

The City of Bishop has contracted with Granicus since May of 2014 to provide the citizens of Bishop with a transparent and open meeting platform to view the City of Bishop's City Council, City Commissions, and other City related meetings, their posted agendas, and approved minutes.

To date, the City staff feels that Granicus has performed their services in a satisfactory manner and staff has agreed to also include their agenda management solution called PEAK Agenda management which will add an additional cost of $3,300.00 for 11/12/2023-11/11/2024, $3,531.00 for 11/12/2024-11/11/2025, and $3,778.17 for 11/12/2025—11/11/2026.

Analysis/Discussion:
The City's current agreement with Granicus was effective November 12, 2018 to November 11, 2021 and upon mutual written agreement, the term of this agreement can be extended annually for an additional one (1) year period, or longer as the parties agree.

Economic Impacts:
There is no significant economic impact.

Budget Impacts:
The current annual cost to the City is $11,054.11. If the Council approves the one-year renewal for Granicus' services, the annual cost will go up 3% from $11,054.11 to $11,385.74 plus an additional $3,300.00 for the newly acquired PEAK agenda management solution for a total annual cost of $14,685.74 for November 12, 2023 to November 11, 2024.

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

Recommended Action:
Council consideration to approve the proposed Granicus Subscription Renewal from November 12, 2023 to November 11, 2024 with an annual cost of $14,784.75.

Approved By: Ethan Aukee / 10/13/2023
Approved By: Robin Picken / 10/13/2023
Approved By: Nora Gamino 10/16/2023
Approved By:

CITY OF BISHOP
VENDOR AGREEMENT WITH
GRANICUS

This VENDOR AGREEMENT ("AGREEMENT") is made and entered into as of November 12, 2018 (the "Effective Date"), by and between the City of Bishop, a municipal corporation ("AGENCY"), and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("VENDOR").

RECITALS:

AGENCY wishes to retain the services of an experienced and qualified VENDOR to provide streaming media solutions specializing in Internet broadcasting, and related support services.

VENDOR represents and warrants that it is qualified to perform those services.

AGREEMENT:

I. SERVICES TO BE PERFORMED BY VENDOR

VENDOR will provide the services listed in the Scope of Services attached hereto as Exhibit A. VENDOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

II. TERM

Unless earlier terminated in accordance with Paragraph 4 below, the AGREEMENT will continue in full force and effect from the Effective Date through November 11, 2021. Upon mutual written AGREEMENT, the term of this AGREEMENT can be extended annually for an additional one (1) year period, or longer as the parties agree.

III. COMPENSATION

A. Vendor's Fee

For services rendered pursuant to this AGREEMENT, VENDOR will be paid in accordance with the Compensation Schedule attached hereto as Exhibit B, provided, however, that in no event will the total amount of money paid the VENDOR, for services initially contemplated by this AGREEMENT, exceed the sum of $9,821.43 for services provided from November 12, 2018 through November 11, 2019; $10,116.07 for services provided from November 12, 2019 through November 11, 2020; and $10,419.56 for services provided from November 12, 2020 through

November 11, 2021 ("Agreement Sum"), unless otherwise first approved in writing by AGENCY. Should this AGREEMENT be renewed, the VENDOR's fee may be adjusted upon the written AGREEMENT of the parties.

B. Schedule of Payment

Provided the VENDOR is not in default under the terms of this AGREEMENT, upon presentation of an invoice, VENDOR will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within thirty (30) days after the date of the invoice.

IV. TERMINATION OF AGREEMENT

A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the VENDOR at least thirty (30) days prior written notice. Upon receipt of said notice, the VENDOR shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT, such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to VENDOR the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the VENDOR will submit an invoice to the AGENCY pursuant to Section 3.

V. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

VI. RETENTION OF FUNDS

VENDOR authorizes AGENCY to deduct from any amount payable to VENDOR (whether or not arising out of this AGREEMENT) any amounts the payment of

which may be in dispute or that are necessary to compensate AGENCY for any losses, costs, liabilities, or damages suffered by AGENCY, and all amounts for which AGENCY may be liable to third parties, by reason of VENDOR's acts or omissions in performing or failing to perform VENDOR's obligations under this AGREEMENT. In the event that any claim is made by a third party, the amount or validity of which is disputed by VENDOR, or any indebtedness exists that appears to be the basis for a claim of lien, AGENCY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of AGENCY to exercise the right to deduct or to withhold will not, however, affect the obligations of VENDOR to insure, indemnify, and protect AGENCY as elsewhere provided in this AGREEMENT.

VII. AGENCY REPRESENTATIVE

The City Administrator or the City of Bishop Mayor are designated as the "AGENCY Representative(s)", authorized to act in its behalf with respect to the work and services specified in this AGREEMENT and to make all decisions in connection with this AGREEMENT. Whenever approval, directions, or other actions are required by AGENCY under this AGREEMENT, those actions will be taken by the AGENCY Representative(s), unless otherwise stated. The AGENCY's Chief Executive has the right to designate another AGENCY Representative at any time, by providing notice to VENDOR.

VIII. VENDOR REPRESENTATIVE(S)

The following principal(s) of VENDOR are designated as being the principal(s) and representative(s) of VENDOR authorized to act in its behalf with respect to the work specified in this AGREEMENT and make all decisions in connection with this AGREEMENT:

Dawn Kubat, Vice President of Legal

IX. INDEPENDENT CONTRACTOR

The VENDOR is, and at all times will remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its officials, employees or agents will have control over the conduct of the VENDOR or any of the VENDOR's employees, except as otherwise set forth in this AGREEMENT. The VENDOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

X. BUSINESS LICENSE

The VENDOR must obtain an Agency business license prior to the start of work under this AGREEMENT, unless VENDOR is qualified for an exemption.

XI. OTHER LICENSES AND PERMITS

VENDOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this AGREEMENT.

XII. VENDOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the VENDOR's time pertaining to the project, and records of accounts between AGENCY and the VENDOR, will be kept on a generally recognized accounting basis. VENDOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to AGENCY during normal working hours. VENDOR will maintain these records for three (3) years after final payment.

XIII. INDEMNIFICATION

VENDOR shall indemnify, defend, and hold harmless the AGENCY, and its officers, employees and agents, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the VENDOR's performance of its obligations under this AGREEMENT or out of the operations conducted by VENDOR, including the AGENCY's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the AGENCY. In the event the AGENCY indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from VENDOR's performance of this AGREEMENT, the VENDOR shall provide a defense to the AGENCY indemnitees or at the AGENCY's option, reimburse the AGENCY indemnities their costs of defense, including reasonable legal fees, incurred in defense of such claims.

AGENCY shall defend, indemnify, and hold VENDOR harmless from and against any Claims, and shall pay all losses, to the extent arising out of or related to (a) AGENCY'S (or that of anyone authorized by AGENCY or using logins or passwords assigned to AGENCY) use or modification of any VENDOR products and services; (b) any AGENCY content; or (c) AGENCY'S violation of applicable law.

Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between VENDOR and AGENCY, as to whether liability arises from the sole negligence of the AGENCY or its officers, employees, or agents, VENDOR will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely negligent. VENDOR will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

XIV. LIMITATION OF LIABILITY

A. **EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL VENDOR BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, VENDOR SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF AGENCY DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND VENDORS REASONABLE CONTROL, EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

B. **Limitation of Liability.** IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY AGENCY FOR THE VENDOR PRODUCTS AND SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT AGENCY'S PAYMENT OBLIGATIONS.

XV. NON-LIABILITY OF AGENCY OFFICERS AND EMPLOYEES

No officer or employee of AGENCY will be personally liable to VENDOR, in the event of any default or breach by the AGENCY or for any amount that may become due to VENDOR.

XVI. INSURANCE

Without limiting VENDOR's indemnification of AGENCY, and prior to commencement of Work, VENDOR 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 that is satisfactory to AGENCY.

General liability insurance. VENDOR 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. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. VENDOR 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 VENDOR arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

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

Technology errors and omissions liability. VENDOR shall maintain throughout the duration of the contract technology errors and omissions liability coverage with limits of $1,000,000 per claim. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract. Such policy(ies) shall provide coverage for liability assumed under a contract. If coverage is maintained on a claims-made basis, VENDOR shall maintain such coverage for an additional period of one (1) year following termination of the contract.

Other provisions or requirements

Proof of insurance. VENDOR shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. 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 at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. VENDOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by VENDOR, his agents, representatives, employees or subconsultants.

Primary/noncontributing. General Liability and Auto Liability Coverage provided by VENDOR 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 VENDOR or AGENCY will withhold amounts sufficient to pay premium from VENDOR 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, with the exception of Technology Errors & Omissions liability shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow VENDOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. VENDOR 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). VENDOR acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform VENDOR 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 VENDOR maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher

limits maintained by the VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. VENDOR agrees to oblige its insurance agent or broker and insurers to provide to 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, with the exception of Technology Errors & Omissions liability.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability 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 VENDOR'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. VENDOR agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by VENDOR, provide the same minimum insurance coverage and endorsements required of VENDOR. VENDOR 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. VENDOR agrees that upon request, all AGREEMENTS with consultants, subcontractors, and others engaged in the project 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 VENDOR ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the VENDOR, the AGENCY and VENDOR may renegotiate VENDOR'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. Self-insurance will

not be considered to comply with these specifications unless approved by AGENCY.

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

Additional insurance. VENDOR 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.

XVII. SUBCONTRACTORS

Before VENDOR retains or hires a subcontractor to provide any work, labor, or services relative to this AGREEMENT, VENDOR must:

A. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to AGENCY;

B. Present to the AGENCY the form of subcontract that will be used with the subcontractor for AGENCY's approval, which approval will not be unreasonably withheld. Such subcontract AGREEMENT must include an indemnity agreement that is generally in accord with the indemnity obligations contained in Paragraph 13 of this AGREEMENT and must specifically name the AGENCY as an indemnified party; and

C. Secure from the subcontractor evidence of insurance coverage that meets with this AGREEMENT including naming the AGENCY as an additional insured as required by this AGREEMENT, unless such requirement is waived in writing by the AGENCY Risk Manager as provided in Paragraph 17 below.

XVIII. CONFLICT OF INTEREST

No officer or employee of the AGENCY may have any financial interest, direct or indirect, in this AGREEMENT, nor may any officer or employee participate in any decision relating to the AGREEMENT that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request,

influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

XIX. NOTICE

All notices, requests, demands, or other communications under this AGREEMENT will be in writing. Notice will be sufficiently given for all purposes as follows:

A. Personal delivery. When personally delivered to the recipient; notice is effective on delivery.

B. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice; notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

C. Certified mail. When mailed certified mail, return receipt requested; notice is effective on receipt, if delivery is confirmed by a return receipt.

D. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account; notice is effective on delivery, if delivery is confirmed by the delivery service.

E. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice; notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To AGENCY:
City of Bishop
377 West Line St.
Bishop, CA 93514
Attention: City Administrator

To VENDOR:
Granicus
408 St. Peter Street, Suite 600
Saint Paul, MN 55102
Attention: Contracts

F. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

G. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this AGREEMENT. Any change in address or fax number that is not provided to the other party will not void delivery of any notice under this AGREEMENT, and delivery to the last known address or fax number shall be deemed sufficient for notice under this AGREEMENT.

XX. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This AGREEMENT and all exhibits are binding on the heirs, successors, and assigns of the parties. The AGREEMENT may not be assigned or subcontracted by either AGENCY or VENDOR without the prior written consent of the other.

XXI. INTEGRATION; AMENDMENT

This AGREEMENT represents the entire understanding of AGENCY and VENDOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this AGREEMENT. The AGREEMENT may not be modified or altered except in writing signed by both parties.

XXII. INTERPRETATION

The terms of this AGREEMENT should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this AGREEMENT or any other rule of construction that might otherwise apply.

XXIII. SEVERABILITY

If any part of this AGREEMENT is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the AGREEMENT will remain in full force and effect.

XXIV. TIME OF ESSENCE

Time is of the essence in the performance of this AGREEMENT.

XXV. GOVERNING LAW; JURISDICTION

This AGREEMENT will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the AGREEMENT will be in a court of competent jurisdiction within the county in which AGENCY is located.

XXVI. COMPLIANCE WITH STATUTES AND REGULATIONS

VENDOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

XXVII. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this AGREEMENT.

XXVIII. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this AGREEMENT (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this AGREEMENT, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment, including post judgment attorney's fees costs and expenses and any attorneys' fees or costs incurred on appeal of any judgment.

XXIX. EXHIBITS

All exhibits identified in this AGREEMENT are incorporated into the AGREEMENT by this reference.

XXX. VENDOR'S AUTHORITY TO EXECUTE

The persons executing this AGREEMENT on behalf of the VENDOR warrant that (i) the VENDOR is duly organized and existing under the appropriate State laws; (ii) they are duly authorized to execute this AGREEMENT on behalf of the VENDOR; (iii) by so executing this AGREEMENT, the VENDOR is formally bound to the provisions of this AGREEMENT; and (iv) the entering into this AGREEMENT does not violate any provision of any other AGREEMENT to which the VENDOR is bound.

VENDOR: Granicus

By: _____
(Signature)

Dawn Kubat
(Typed Name)

Vice President of Legal
(Title)

AGENCY: City of Bishop
A Municipal Corporation

Karen Schwartz
Karen Schwartz, Mayor

ATTEST:
Robin Picken
Robin Picken, City Clerk

APPROVED AS TO FORM:

City of Bishop, City Attorney

By: _____
Ryan R. Jones

Attachments:

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule

EXHIBIT A
SCOPE OF SERVICES

(SEE ATTACHED)

EXHIBIT A - SCOPE OF SERVICES

Granicus Proposal for Bishop, CA

Granicus Contact

Name: Andrew Murray

Phone: (202) 407-7435

Email: andrew.murray@granicus.com

Proposal Details

Quote Number: Q-38197

Prepared On: 9/6/2018

Valid Through: 11/11/2018

Pricing

Payment Terms: Net 30

Currency: USD

Period of Performance: 11/12/2018 - 11/11/2019

Contract End Date: 11/11/2021

Annual Fees for Renewing Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Open Platform Suite	Quarterly	1 Each	$1,953.80
Meeting Efficiency Suite	Quarterly	1 Each	$2,622.54
Granicus Encoding Appliance Software (GT)	Quarterly	1 Each	$1,311.27
Government Transparency Suite	Quarterly	1 Each	$3,933.82
		SUBTOTAL:	**$9,821.43**

Remaining Period(s)

Solution	11/12/2019 - 11/11/2020	11/12/2020 - 11/11/2021
Open Platform Suite	$2,012.41	$2,072.79
Meeting Efficiency Suite	$2,701.22	$2,782.25
TOTAL:	**$10,116.07**	**$10,419.56**

Remaining Period(s)		
Solution	**11/12/2019 - 11/11/2020**	**11/12/2020 - 11/11/2021**
Granicus Encoding Appliance Software (GT)	$1,350.61	$1,391.13
Government Transparency Suite	$4,051.83	$4,173.39
TOTAL:	**$10,116.07**	**$10,419.56**

Product Descriptions	
Name	**Description**
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Meeting Efficiency Suite	Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word or HTML, and publish online with the click of a button. Meeting Efficiency includes: • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to one Granicus platform site • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • One MS Word or HTML minutes template (additional templates can be purchased if needed)
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, indexing of event, creation of minutes.

Terms and Conditions

- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Bishop, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-38197 dated 9/6/2018 are incorporated into this Purchase Order by reference.

GRANICUS

Granicus Video

A complete video solution for government

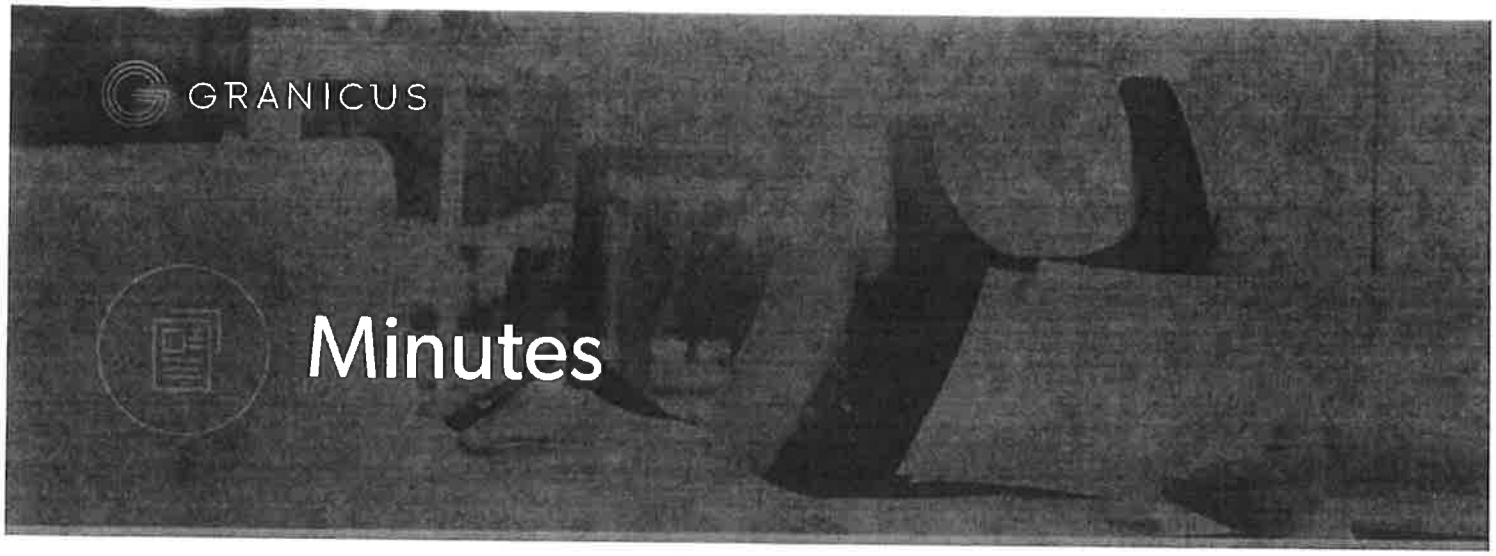
Granicus Video enables organizations to build a content-rich library of live and archived public meeting webcasts and records without hassle, enabling agencies to reach a broader audience and further meet modern transparency demands.

With easy-to-use media management tools, agencies can schedule and broadcast live webcasts while simultaneously recording and archiving the live content to unlimited storage. Agendas can be imported prior to each meeting, allowing for video to be indexed in real-time, which eliminates hours of follow up work after an event has ended. After the meeting, publish a full and integrated public record which links the agenda directly to the video.

Empowered citizens can browse published agendas and supporting documents or save time by performing keyword searches to jump directly to specific topics, making it easier for viewers to find the information they're most interested in. Citizens can also subscribe to agendas or keyword searches to get real-time notifications when new, relevant content becomes available.

Opt in to HD video for an enhanced viewing experience or further enable accessibility and ensure ADA compliance by adding closed-captioning services. Agencies can monitor and analyze public interest through visitor and viewership reports, which break down visitor statistics, including most-popular content, number of views, length of time on site, and more to better understand the viewing audience.

- Live event streaming
- Archive videos with unlimited storage
- Searchable, indexed content
- Publish a complete public record
- Closed captioning add-on for ADA compliance
- Reports to analyze public participation



Modernize and simplify meeting minutes creation

Granicus Minutes reduces labor, and streamlines minutes creation by electronically capturing roll-call, agenda items, speakers, motions, votes, and notes through a simple interface. When a meeting ends, the tool transfers captured content to a minutes document, allowing users to finalize minutes quickly and easily in Microsoft Word.

With content 75-80% complete at the time the meeting ends, Minutes saves staff countless hours in their post- meeting workflow.

Minutes can also integrate with other Granicus products to further streamline the meeting process. Import agendas directly from agenda management systems, digitally capture vote results with VoteCast, and publish minutes alongside indexed meeting recordings using Granicus Video.

Digitally capture meeting content

Record motions, votes and notes

Save time in post-meeting workflow

Finalize minutes in Microsoft Word

Publish PDF or HTML minutes

EXHIBIT B
COMPENSATION SCHEDULE

The compensation schedule is the same as mentioned in Exhibit A as follows:

ANNUAL FEES FOR RENEWING SUBSCRIPTIONS:

Period of Performance: 11/12/2018-11/11/2019

Solution	Billing Frequency	Quality/Unit	Annual Fee
Open Platform Suite	Quarterly	1 Each	$1,953.80
Meeting Efficiency Suite	Quarterly	1 Each	$2,622.54
Granicus Encoding Appliance Software (GT)	Quarterly	1 Each	$1,311.27
Government Transparency Suite	Quarterly	1 Each	$3,933.82
		TOTAL:	$9,821.43

Period of Performance: 11/12/2019-11/11/2020

Solution	Billing Frequency	Quality/Unit	Annual Fee
Open Platform Suite	Quarterly	1 Each	$2,012.41
Meeting Efficiency Suite	Quarterly	1 Each	$2,701.22
Granicus Encoding Appliance Software (GT)	Quarterly	1 Each	$1,350.61
Government Transparency Suite	Quarterly	1 Each	$4,051.83
		TOTAL:	$10,116.07

Period of Performance: 11/12/2020-11/11/2021

Solution	Billing Frequency	Quality/Unit	Annual Fee
Open Platform Suite	Quarterly	1 Each	$2,072.79
Meeting Efficiency Suite	Quarterly	1 Each	$2,782.25
Granicus Encoding Appliance Software (GT)	Quarterly	1 Each	$1,391.13
Government Transparency Suite	Quarterly	1 Each	$4,173.39
		TOTAL:	$10,419.56

Granicus Proposal for Bishop, CA

ORDER DETAILS

Prepared By:	Korgbae Freeman
Phone:	
Email:	korgbae.freeman@granicus.com
Order #:	Q-297177
Prepared On:	13 Oct 2023
Expires On:	11 Nov 2023

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	11/12/2023 - 11/11/2024

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Government Transparency Suite	Quarterly	1 Each	$4,560.38
Peak Agenda Management	Quarterly	1 Each	$3,300.00
Granicus Encoding Appliance Software (GT)	Quarterly	1 Each	$1,520.13
Meeting Efficiency Suite	Quarterly	1 Each	$3,040.24
Open Platform Suite	Quarterly	1 Each	$2,264.99
Send Agenda (Peak)	Quarterly	1 Each	$0.00
govDelivery for Integrations	Quarterly	1 Each	$0.00
		SUBTOTAL:	**$14,685.74**

PRODUCT DESCRIPTIONS

Solution	Description
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.
Peak Agenda Management	Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes: • Unlimited user accounts • Unlimited meeting bodies and meeting types • Access to up to one (1) Peak Agenda Management site
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Meeting Efficiency Suite	Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes: • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • Up to one (1) MS Word minutes template (additional templates can be purchased if needed)

Solution	Description
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Send Agenda (Peak)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
govDelivery for Integrations	Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network. Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
  - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
  - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with

Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-297177 dated 13 Oct 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Bishop, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and conditions set forth in the Agreement effective 12 Nov 2018 are incorporated herein by reference.

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-297177 dated 13 Oct 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Bishop, CA	
Signature:	
Name:	
Title:	
Date:	

Agenda Item: 14.P
Date of Meeting: October 23, 2023
Department: City Clerk

STAFF REPORT

To: City Council

From: Robin Picken

Subject: **A Resolution Relating to Adopting a Records Retention Schedule and Authorizing Destruction of Certain City Records**

Prepared On: October 4, 2023

Attachments: No. 2023-__ Adopting a Records Retention Schedule Autorizing Destruction of Certain City Records 2023 10 23
EXHIBIT A of Resolution 2023-__ Adopting a Records Retention Schedule 2023 10 23

Background/History:
The City is upgrading its records management program, including its records retention policies. The adoption of this retention schedule will result in efficiency gains and cost savings.

Bishop selected Gladwell Governmental Services, Inc., an expert in local government records, to upgrade its records management program. An upgrade in the existing program was necessary to reduce current and future records storage costs, eliminate duplication of effort, increase efficiency and take advantage of current technology and changes in law.

Analysis/Discussion:

The upgrade of the current records management systems are driven by many factors, including:

- Limited space in City facilities
- Many departments are filing and storing copies of the same records
- Bishop produces and manages many permanent records
- Records storage expenses
- Technology advancements
- Changes in law

The purpose of the program is to apply efficient and economical methods to the creation, utilization, maintenance, retention, preservation and disposal of all records managed by the City.

The retention periods are in compliance with all laws and are standard business practice for California cities.

The new retention schedules were written interactively with representatives from all departments participating in the project.
They provide clear, specific records descriptions and retention periods, and apply current law and technology to the management of City records. By identifying which department is responsible for maintaining the original record, and by establishing clear retention periods for different categories of records, Bishop will realize significant savings in labor costs, storage costs, free filing cabinet and office space, and realize operational efficiencies.

Highlights of City Council retention polices include agenda packets, recordings of City Council meetings, minutes, resolutions, and ordinances are all retained permanently.
It is standard business practice for California cities to authorize the routine destruction of records that have exceeded their adopted retention period, upon the request of the Department Head and with the consent in writing of the Department Head, City Clerk and City Attorney, which is provided in Section 2 of the resolution. This will reduce costs and improve efficiency for the City.

It is also standard business practice for California cities to authorize updates to the records retention schedule without further action of the City Council, which is provided in Section 3.

Economic Impacts:
There are no economic impacts.

Budget Impacts:
A Records Management Services agreement with Gladwell Governmental Services, Inc. (GGS) was executed by City Administrator Dishion for an amount of $5,800.00 with the option of an additional $650.00 for employee training and/or an additional $650.00 per year (July 1 - June 30) subscription to keep retention schedules up to date (next fiscal year(s)).

The City of Bishop will also realize significant savings both in labor and storage expenses due to keeping our Records Retention Schedules updated.

Legal Review:

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

Recommended Action:
Council consideration to approve the proposed resolution (by title only).

Approved By: Ethan Aukee 10/9/2023
Approved By: Robin Picken 10/10/2023
Approved By: Dean Pucci 10/10/2023
Approved By: Nora Gamino 10/19/2023

RESOLUTION NO. 2023-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, ADOPTING A RECORDS RETENTION SCHEDULE AND AUTHORIZING DESTRUCTION OF CERTAIN CITY RECORDS

WHEREAS, the maintenance of numerous records is expensive, slows document retrieval, and is not necessary after a certain period of time for the effective and efficient operation of the government of the City of Bishop; and

WHEREAS, Section 34090 of the Government Code of the State of California provides a procedure whereby any City record which has served its purpose and is no longer required may be destroyed; and

WHEREAS, the City of Bishop previously adopted Resolution No. 15-10 and Resolution 2022-06, approving Records Retention Schedules;

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

Section 1. Resolution No. 15-10 and Resolution 2022-06 are hereby repealed.

Section 2. The records of the City of Bishop, as set forth in the Records Retention Schedule Exhibit A, attached hereto and incorporated herein by this reference, are hereby authorized to be destroyed as provided by Section 34090 et seq. of the Government Code of the State of California and in accordance with the provision of said schedule upon the request of the Department Head and with the consent in writing of the Department Head, City Clerk and City Attorney, without further action by the City Council of the City of Bishop.

Section 3: Updates are hereby authorized to be made to the Records Retention Schedule, without any further action by the City Council, with the consent of the Department Head, City Clerk, City Attorney and City Administrator.

Section 4. The term “records” as used herein shall include documents, instructions, books, microforms, electronic files, magnetic tape, optical media, or papers; as defined by the California Public Records Act.

Section 5. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 6. This resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED this 23rd day of October 2023.

_____
Jim Ellis, Mayor

ATTEST: Robin Picken, City Clerk

By: _____

APPROVED AS TO FORM:

_____
Dean J. Pucci, City Attorney

HOW TO USE RETENTION SCHEDULES

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A legend explaining the information presented in the retention schedule has been printed on the back of each page for your easy reference; an index to locate records is also provided.

The specified retention period applies regardless of the media of the record: If a record is stored on paper and a computer file on a hard drive, both records should be destroyed (or erased) after the specified period of time has elapsed.

Copies or duplicates of records should never be retained longer than the prescribed period for the original record.

STRUCTURE: CITYWIDE, DEPARTMENTS & DIVISIONS

The City-wide retention schedule includes those records all departments have in common (letters, memorandums, purchase orders, etc.). These records are NOT repeated in the Department retention schedule, unless that department is the Office of Record, and therefore responsible for maintaining the original record for the prescribed length of time.

Each department has a separate retention schedule that describes the records that are unique to their department, or for which they are the Office of Record. Where appropriate, the department retention schedules are organized by Division within that Department. If a record is not listed in your department retention schedule, refer to the City-wide retention schedule. An index will be provided for your reference.

BENEFITS

This retention schedule has been developed by Diane R. Gladwell, MMC, an expert in Municipal Government records, and will provide the City with the following benefits:

- Reduce administrative expenses, expedite procedures
- Free filing cabinet and office space
- Reduce the cost of records storage
- Eliminate duplication of effort within the City
- Find records faster
- Easier purging of file folders
- Determine what media should be used to store records

For questions, please contact the City Clerk.

AUTHORIZATION TO DESTROY RECORDS:

Destruction of an original record that has exceeded its retention period must be authorized according to City Policies & Procedures prior to destroying it.

- If there is a **minimum** retention ("**Minimum 2 years**"), destruction of the document must be authorized before it is destroyed, as it is an original record.

Copies, drafts, notes and non-records do NOT require authorization, and can be destroyed "When No Longer Required."

- If there is **NOT** a minimum retention ("When No Longer Required"), it does NOT need to be authorized prior to destruction, as it is a preliminary draft / transitory record or a copy.

On every page of the schedules (near the top, just under the column headings) are important instructions, including instructions regarding holds on destroying records. "**Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).**"

EXHIBIT A TO RESOLUTION 2023-__

RECORDS RETENTION SCHEDULE LEGEND

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OFR (Office of Record): The department that keeps the original or "record copy." Usually it is the department that originates the record, unless the item is for a City Council meeting (then it is the City Clerk.)

Records Description: The record series (a group of like records).

Transitory Records not retained in the ordinary course of business, that do NOT have substantive content: Preliminary drafts, notes, or interagency or intra-agency memoranda and records having only transitory value. Examples: Telephone messages, meeting room reservation schedules, logs, source records entered into a computer system that qualifies as a "trusted system", etc.

Non-Record: Documents, studies, books and pamphlets produced by outside agencies, preliminary drafts not retained in the ordinary course of business.

Retention/Disposition:
Active: How long the file remains in the immediate office area (*guideline*)
Inactive: How long the file is in off-site storage, stored on Optical Disk or Microforms (*guideline*)
Total Retention: The total number of years the record will be retained

For file folders containing documents with different retention timeframes, use the document with the longest retention time.
P = Permanent
Indefinite = No fixed or specified retention period; used for databases, because the data fields are interrelated.

Vital? = Those records that are needed for basic operations in the event of a disaster.

Media Options (*guideline*) – the form of the record:
Mag = Electronic Computer Magnetic Media (Hard drives, Networks, USB Drives, Cloud, etc.)
Mfr = Microforms (aperture cards, microfilm, microfiche, or jackets)
Ppr = Paper
OD = Optical Disk, CD-r, DVD-r, WORM, or other **media** which **does not allow changes**

Scan / Import (*guideline*)**:**
"S" indicates the record should be scanned into the document imaging system;
"I" indicates the record should be electronically imported into the document imaging system;
"M" indicates the record should be microfilmed

Destroy Paper after Imaged & QC'd / Trustworthy Electronic Record: "Yes" indicates the electronic record may serve as the OFFICIAL record (and the paper version may be destroyed, or the record may be electronically generated and never exist in paper format;) **IF** the document has been imaged (electronically generated, scanned or imported **and** placed on **Unalterable Media or Immutable Cloud Media, DVD-R, CD-R, or WORM** cation, **or microfilmed**) which is stored in a safe & separate location, and both the images and indexing Quality Checked ("QC'd"). The electronic record or image must contain all significant details from the original and be an adequate substitute for the original document for all purposes, and other legal mandates apply. Includes all electronic records which are to serve as the Official Record.

Legend for legal citations (§: Section)
CC: Civil Code (CA)
CFC: California Fire Code
EVC: Evidence Code (CA)
FTB: Franchise Tax Board (CA)
HUD: Housing & Urban Develop. (US)
PC: Penal Code (CA)
UFC: Uniform Fire Code
W&I: Welfare & Institutions Code (CA)
B&P: Business & Professions Code (CA)
CCP: Code of Civil Procedure (CA)
CFR: Code of Federal Regulations (US)
FA: Food & Agriculture Code
GC: Government Code (CA)
LC: Labor Code (CA)
PRC Public Resources Code
USC: United States Code (US)
CBC: California Building Code
CCR: California Code of Regulations (CA)
EC: Elections Code (CA)
FC: Family Code (CA)
H&S: Health & Safety Code (CA)
Ops. Cal. Atty. Gen..: Attorney General Opinions (CA)
R&T: Revenue & Taxation Code (CA)
VC: Vehicle Code (CA)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
CITY-WIDE (Used by All Departments)								
Lead Dept.	CW-001	Accident / Incident Reports	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept.	CW-002	Affidavits of Publications / Affidavits of Posting Notices / Legal Advertising / Notices / Proofs of Publications / Public Hearing Notices	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Brown Act challenges must be filed within 30 or 90 days of action; Statute of Limitations on Municipal Government actions is 3 - 6 months; GC §§34090, 54960.1(c)(1)
Lead Dept.	CW-003	Agreements & Contracts **ADMINISTRATION (WITHOUT Grant Funding)** (Project Administration, Certified Payrolls, Project Schedules, RFP - Request for Proposal, etc.)	Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; Covers E&O Statute of Limitations; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §34090
Lead Dept.	CW-004	Agreements & Contracts: **ADMINISTRATION (WITH Grant Funding)** (Project Administration, Certified Payrolls, Project Schedules, RFP - Request for Proposal, etc.)	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., 2 CFR 200.334; 24 CFR 91.105(h), 92.505, & 570.502(b), 29 CFR 97.42; OMB Circular A-133GC §34090
Lead Dept.	CW-005	Agreements & Contracts: **UNSUCCESSFUL BIDS, PROPOSALS or RESPONSES to RFPs** (Request for Proposals) **and/or RFQs** (Request for Qualifications) that don't result in a contract	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Includes unopened bids; GC §34090

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Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
n/a	CW-006	Boards, Commissions, & Committees: **External Organizations** - Agendas, Minutes, Resolutions, or other documents (e.g. County Board of Supervisors)	When No Longer Required		Mag, Ppr			Non-records
Staffing Dept.	CW-007	Boards, Committees, Commissions, Advisory Bodies: **Citizen Advisory Created by the City Council AGENDAS & STAFF REPORTS**	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Staffing Dept.	CW-008	Boards, Committees, Commissions, Advisory Bodies: **Citizen Advisory Created by the City Council AUDIO or VIDEO RECORDINGS**	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.6
Staffing Dept.	CW-009	Boards, Committees, Commissions, Advisory Bodies: **Citizen Advisory Created by the City Council MINUTES**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Staffing Dept.	CW-010	Committees: **Employee Committees**, Employee Staff Meetings / Department Staff Meetings **AGENDAS and MINUTES**	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Only Citizen Advisory Boards appointed by the City Council must retain minutes permanently (Council Subcommittees present their recommendations to the full Council); GC §34090 et seq.
Staffing Dept.	CW-011	Committees: **Subcommittees of the City Council (Ad-Hoc or Standing Committees) AGENDAS and MINUTES**	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Council Subcommittees present their recommendations to the full Council; GC §34090 et seq.
Lead **(Responding)** Dept.	CW-012	Complaints / Concerns from Citizens (Excludes Police Officers)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; Statute of Limitations for personal property, fraud, etc. is 3 years; Claims must be filed in 6 months; CCP §§338 et seq., 340 et seq., 342, GC §34090

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Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Lead Dept.	CW-013	Copies or duplicates of any record	Copies - When No Longer Required		Mag Ppr			GC §34090.7
Dept. that **Authors** Document or Receives the City's Original Document	CW-014	Correspondence - **ROUTINE (Content relates in a substantive way to the conduct of the public's business)** (e.g. Letters, Memorandums, Administrative, Chronological, General Files, Reading File, Working Files, etc.)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Applies ONLY IF the Content relates in a substantive way to the conduct of the public's business; GC §34090

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Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Dept. that **Authors** Document or Receives the City's Original Document	CW-015	Correspondence - **TRANSITORY / PRELIMINARY DRAFTS**, Interagency and Intraagency Memoranda NOT retained in the ordinary course of business **Content NOT Substantive**, or NOT made or retained for the purpose of preserving the informational content for future reference (e.g. calendars, checklists, social media posting, employee directories, flyers, invitations, instant messaging, inventories, logs, mailing lists, meeting room registrations, speaker cards, staff videoconference chats, notes and recordings, supply inventories, staff videoconferences, chats, notes, recordings, telephone messages, text messages, transmittal letters, thank yous, requests from other cities, preliminary notices for construction projects, undeliverable envelopes, visitors logs, voice mails, webpages, etc.)	When No Longer Required		Mag, Ppr			Electronic and paper records are filed and retained based upon their **CONTENT.** Records, e-mails, electronic records, or social media postings where the **Content relates in a substantive way to the conduct of the public's business, or that ARE made or retained for the purpose of preserving the informational content for future reference are saved** by printing them out and placing in a file folder, or saving them electronically in a folder outside the e-mail system; If not mentioned here, consult the City Attorney to determine if a record is considered transitory / preliminary drafts. GC §34090, GC §7927.500; Ops. Cal. Atty. Gen. 317 (1981)); City of San Jose v. Superior Court (Smith). S218066. Supreme Court of California, 2017
Lead Dept.	CW-016	Drafts & Notes: Drafts that are revised (retain final version)	When No Longer Required		Mag, Ppr			As long as the drafts and notes are not retained in the "Regular Course of Business". Consult the City Attorney to determine if a record is considered a draft. GC §§34090, 6252, 6254(a)

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Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Dept. that **Authors** Document or Receives the City's Original Document	CW-017	E-mail transmitted through Ctiy's e-mail software	2 years		Mag, Ppr			Department preferene (Only e-mails were the Content relates in a substantive way to the conduct of the public's business are required to be retained for 2 years, GC §34090, GC §7927.500; Ops. Cal. Atty. Gen. 317 (1981)); City of San Jose v. Superior Court (Smith). S218066. Supreme Court of California, 2017
Lead Dept.	CW-018	GIS Database / Data / Layers (both City-wide and Specialized)	When No Longer Required	Yes	Mag			The Lead Department should print out historical documents (or save source data) prior to replacing the data, if they require the data or output for historical purposes; Department Preference (Preliminary documents); GC §34090 et seq.
Lead Dept.	CW-019	Grant Applications funded by the City's General Fund	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Finance maintains payable information in Accounts Payable; GC §34090
Lead Dept.	CW-020	Grants **(UNSUCCESSFUL** Applications, Correspondence)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Lead Dept.	CW-021	Grants / CDBG Administration (Community Development Block Grant) / Reimbursable Claims / FEMA Reimbursements / OES Reimbursements **(SUCCESSFUL** Reports, other records required to pass the funding agency's audit, if required) Applications (successful), grant agreement, copies of invoices, program rules, regulations & procedures, reports to grant funding agencies, correspondence, audit records, completion records	After Funding Agency Audit, if required - **Minimum 5 years**		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; statewide guidelines propose 4 years; 2 CFR 200.334; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a&b), 29 CFR 97.42; OMB Circular A-110 & A-133; GC §34090
Lead Dept.	CW-022	Newspaper Clippings	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-records - may be obtained from the newspaper company; GC §34090
Personnel	CW-023	Personnel Files **(Department Copies)**	Do Not Retain in Departments	Before Annual Evaluation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Originals are retained by Personnel; GC §34090.7
Lead Dept.	CW-024	Personnel Files **(Supervisor's Notes)**	Shred After Incorporation into Performance Evaluation or Documented Discipline	Before Annual Evaluation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Notes maintained in a separate folder to be incorporated into performance evaluation, or to document progressive discipline; GC §34090 et seq.
Lead Dept.	CW-025	Photographs	When No Longer Required		Mag, Ppr			Preliminary Drafts (retention is placed on the final record in which the photograph is published in, if any); destroy unnecessary photographs. GC §§34090, 7927.500

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Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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Lead Dept. (Who Uses the Vehicle)	CW-026	Pre-Trip Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years		Ppr			GC §34090; 13 CCR 1234(c)
Lead Dept.	CW-027	Public Relations / Press Releases	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept. (Who Ordered the Appraisal)	CW-028	Real Estate Appraisal Reports: Property **NOT** purchased, Loans not funded, etc.	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not accessible to the public; GC §§34090, 7928.705
Lead Dept. (Who Ordered the Appraisal)	CW-029	Real Estate Appraisal Reports: **Purchased** Property, Funded Loans	Minimum 5 years	Yes: Before Purchase	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not accessible to the public until purchase has been completed; meets grant auditing requirements; 2 CFR 200.334; 24 CFR 91.105(h), & 570.502(b); 29 CFR 97.42, GC §34090
n/a	CW-030	Reference Materials: Policies, Procedures, Brochures, Flyers, Manuals, Newsletters, etc: Produced by **OUTSIDE ORGANIZATIONS** (League of California Cities, Chamber of Commerce, etc.)	When No Longer Required		Mag, Ppr			Non-Records
Lead Dept.	CW-031	Reference Materials: Policies, Procedures, Brochures, Flyers, Manuals, Newsletters, Administrative Policies, etc: Produced by **YOUR Department**	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Lead Dept.	CW-032	Reference Materials: Policies, Procedures, Brochures, Flyers, Manuals, Newsletters, Administrative Policies, etc: Produced by **OTHER Departments**	When Superseded		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Copies; GC §34090.7
Lead Dept.	CW-033	Reports and Studies (Historically significant - e.g., Zoning Studies)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Administratively and Historically significant, therefore retained permanently; GC §34090

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Lead Dept.	CW-034	Reports and Studies (other than Historically significant reports - e.g. Annual Reports)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Information is outdated after 10 years; If historically significant, retain permanently; GC §34090
Lead Dept.	CW-035	Special Projects / Subject Files / Issue Files	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Lead Dept.	CW-036	Subpoenas (appearance or duces tecum)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Lead Dept.	CW-037	Surveys / Questionnaires (that the City issues). If a summary of the data is compiled, the survey forms are considered a draft or transitory record, and can be destroyed as drafts (When No Longer Required)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept.	CW-038	Training Presented by City Staff - **COURSE RECORDS** (Attendance Rosters, Outlines and Materials; includes Ethics, Harassment, & Safety Training & Tailgates)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Ethics Training is 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), LC §6429(c); GC §§12946, 34090, 53235.2(b)

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BUILDING & SAFETY								
Lead Dept.	B&S-001	_Permit **Database** (Excel)	Indefinite	Yes (all)	Mag			Department Preference - Data is interrelated; GC §34090, H&S §19850
Building & Safety	B&S-002	Activity Reports	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts not retained in the ordinary course of business (Reports can be re-run from the database); GC §34090
Building & Safety	B&S-003	Address Files / **Building Permits**	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090, H&S §19850
Building & Safety	B&S-004	Building Plans - **Finalled** - **INDUSTRIAL, COMMERCIAL, MULTI-FAMILY DWELLINGS, PLACES OF PUBLIC ACCOMMODATION**	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Law requires for the life of the building for commercial and common interest dwellings only; CBC 104.7 & 107.5, H&S§19850, GC §34090
Building & Safety	B&S-005	Building Plans - **Cancelled or Withdrawn**	Upon Cancellation or withdrawal		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Preliminary drafts not retained in the ordinary course of business; CBC §104.7; H&S§19850, GC §34090
Building & Safety	B&S-006	Building Plans - **Expired**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; CBC §104.7; H&S§19850, GC §34090
Building & Safety	B&S-007	Building Plans - **Finalled** - **TENANT IMPROVEMENTS**	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Law requires for the life of the building for commercial and common interest dwellings only; CBC 104.7 & 107.5, H&S§19850, GC §34090

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Building & Safety	B&S-008	Building Plans - **Finalled** - **SINGLE FAMILY RESIDENTIAL - SFR and APPURTENANCES**	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; State law requires plans need not be filed for dwellings less than 2 stories, garages & appurtenances, farms/ranches, 1-story with bearing walls less than 25'; CBC requires 180 days from completion date; CBC 104.7 & 107.5, H&S§19850, GC §34090
Building & Safety	B&S-009	California Building Codes / Uniform Building Codes	Minimum While Ordinance is in Force		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §50022.6
Building & Safety	B&S-010	Certificate of Occupancy (CofO)	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Building & Safety	B&S-011	Copyright Release Forms / Requests & Permissions to Receive Copies of Plans (to and from Architects)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Building & Safety	B&S-012	Correction Notices - Building	Minimum When Permit is Finalled		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (Preliminary Drafts); GC §34090
Building & Safety	B&S-013	Energy Calculations, Structural Calculations, Truss Calculations	Minimum When Permit is Finalled	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Building & Safety	B&S-014	Geotechnical and Soils Reports / Structural Reports (all)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Building & Safety	B&S-015	Grading Permits	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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Building & Safety	B&S-016	Plan Check Comments	Minimum When Permit is Issued		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference (Preliminary Drafts); GC §34090
Building & Safety	B&S-017	Stop Work Notices	Minimum When Permit is Issued		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference (Preliminary Drafts); GC §34090
CODE ENFORCEMENT								
Code Enforcement	B&S-018	Code Enforcement / Abatement Case Files (Includes Citations, Notice of Violations, Photos, and Code Enforcement Complaint Letters)	Minimum 2 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; GC §34090
Code Enforcement	B&S-019	Hearing Officer Determinations / Appeals of Code Enforcement Actions	Minimum 2 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	GC §34090
Code Enforcement	B&S-020	Liens & Releases	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	GC §34090(a)

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EXHIBIT A TO RESOLUTION 2023-__

RECORDS RETENTION SCHEDULE: CITY CLERK

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CITY CLERK								
City Clerk	CC-002	Agenda Packets - Correspondence or other material presented supporting or opposing any item on the agenda, or during public comments	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	CC-003	Agenda Packets - **City Council** Includes Appeals, Budgets, Financial Reports (CAFR, ACFR)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-004	Agreements & Contracts **ALL (INFRASTRUCTURE, OR IF IMAGED, JPAs, MOUs)** *Agreement or Contract includes all contractual obligations (e.g. Specifications and Successful Proposal or Scope of Work), and all Insurance Certificates* **Examples of Infrastructure:** Architects, Buildings, bridges, covenants, development, environmental, Joint Powers, MOUs, park improvements, property & property restrictions, redevelopment, reservoirs, sewers, sidewalks, street & alley improvements, settlement, subdivisions, utilities, water, etc.	P	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; All infrastructure contracts should be permanent for emergency preparedness; Statute of Limitations is 4 years; 10 years for Errors & Omissions; land records are permanent by law; CCP §337 et. seq., GC §34090; Contractor has retention requirements in 48 CFR 4.703

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City Clerk	CC-005	Agreements & Contracts **ALL (NON-INFRASTRUCTURE, Professional Services Agreements, Tenant / Lease Agreements - NOT IMAGED)** *Agreement or Contract includes all contractual obligations (e.g. Specifications and Successful Proposal or Scope of Work)* **Examples of Non-Infrastructure**: Consultants, Franchises, Landscaping, Painting, Slurry Seals (Paving), Tree Trimming, Leases, Personnel, Professional Services, etc.	Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations is 4 years; 10 years for Errors & Omissions; land records are permanent by law; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703(a)
City Clerk	CC-006	Annexations / City Boundary Changs	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(a)
City Clerk	CC-007	Board & Commission / Committee Applications (All, whether appointed or not)	2 years		Mag, Ppr		Yes: After QC & OD	GC §34090
City Clerk	CC-008	Board & Commission / Committee Maddy Act Lists / Vacancy Notices	2 years		Mag, Ppr		Yes: After QC & OD	GC §34090
City Clerk	CC-009	Bonds: CIP, Grading, Private Development Labor & Materials, Performance Bonds, Letters of Credit, Encroachment Permits	Release of Bond / Letter of Credit		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Security; GC §34090
City Clerk	CC-010	City Articles of Incorporation	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-011	Claim for Damages / Claims Against the City	Final Resolution + 5 years	Yes: Until Settlement	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; Meets municipal government auditing standards; Statute of Limitations is 4 years; CCP §§337 et seq., 343; GC §34090,

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City Clerk	CC-012	Filing System / Subject Files / Function Filing System **- HISTORICALLY SIGNIFICANT, LAND, PLANNING, CAPITAL IMPROVEMENT INFRASTRUCTURE PROJECTS**	P		Mag, Ppr		Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-013	Filing System / Subject Files / Function Filing System **- NOT HISTORICALLY SIGNIFICANT**	Minimum 2 years		Mag, Ppr		Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-014	FPPC Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): **ALL**	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 2 years	City maintains original statements; GC §81009(d)(e)(f)&(g)
City Clerk	CC-015	FPPC Form 801 (Gift to Agency Report)	7 years		Mag, Ppr	S / I	Yes: After 2 years	Must post on website; GC §81009(e)
City Clerk	CC-016	FPPC Form 802 (Event Ticket / Pass Distributions Agency Report)	7 years		Mag, Ppr	S / I	Yes: After 2 years	Should post on website for 4 years; GC §81009(e)
City Clerk	CC-017	FPPC Form 803 (Behested Payment Report)	7 years		Mag, Ppr	S / I	Yes: After 2 years	GC §81009(e)
City Clerk	CC-018	FPPC Form 806 (Agency Report of Public Official Appointments)	7 years		Mag, Ppr	S / I	Yes: After 2 years	Must post on website; 2 CCR 18705.5; 2 CCR 18702.5(b)(3); GC §34090; GC §81009(e)
CITY CLERK ELECTIONS (CONSOLIDATED)								
City Clerk	CC-019	Campaign Filings (FPPC 400 Series Forms & Form 501): **UNSUCCESSFUL CANDIDATES**	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 2 years	Paper must be retained for at least 2 years; GC §81009(b)&(g)
City Clerk	CC-020	Campaign Filings (FPPC 400 Series Forms & Form 501): **SUCCESSFUL CANDIDATES** (Elected Officials)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After 2 years	Paper must be retained for at least 2 years; GC §81009(b)&(g)
City Clerk	CC-021	Campaign Filings (FPPC 400 Series Forms): **THOSE NOT REQUIRED TO FILE ORIGINAL WITH CITY CLERK** (copies)	4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 2 years	Paper must be retained for at least 2 years; GC §81009(f)&(g)

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City Clerk	CC-022	Campaign Filings (FPPC 400 Series Forms): **OTHER COMMITTEES** (PACS - not candidate-controlled)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 2 years	Paper must be retained for at least 2 years; GC §81009(c)&(g)
City Clerk	CC-023	Candidate File: Nomination Papers, Candidate Statement Forms, Ballot Designation Forms, etc. - **SUCCESSFUL CANDIDATES**	Term of Office + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statewide guidelines proposes 4 years for successful candidates, 2 years for unsuccessful; CA law states term of office and 4 years after the expiration of term and does not delineate between the two; EC §17100
City Clerk	CC-024	Candidate File: Nomination Papers, Candidate Statement Forms, Ballot Designation Forms, etc. - **UNSUCCESSFUL CANDIDATES**	Election + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statewide guidelines proposes 4 years for successful candidates, 2 years for unsuccessful; CA law states term of office and 4 years after the expiration of term and does not delineate between the two; EC §17100
City Clerk	CC-025	Elections - **GENERAL, WORKING or ADMINISTRATION** Files (Correspondence, Applications to fill a Vacancy on the City Council, Planning Commission, Precinct Maps, County Election Services, Candidate Statements to be printed in the Sample Ballot, Polling Locations and Precinct Board Members, Notices, Postings, etc.)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	CC-026	Elections - **HISTORICAL** Files (Copies of Sample Ballot, Resolution Declaring Results, etc.)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-027	Elections - Petitions (Initiative, Recall or Referendum) - **IF SUFFICIENT**	Results + 8 months		Ppr			Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400

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City Clerk	CC-028	Elections - Petitions (Initiative, Recall or Referendum) - **IF INSUFFICIENT**	Final Examination + 1 year after petition examination		Ppr			Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400
???	CC-029	Prop. 218 (Property-based fees - **Protest Letters / Ballots, Tabulation**	2 years		Mag, Ppr			GC §53753(e)(2)
(End of Elections Section)								
City Clerk	CC-030	Ethics Certificates for City Council, Board and Commission Members Only	5 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	GC §§ 3105, 12946, 34090;; 53235.2(b); 53237.2(b)
City Clerk	CC-031	Historical Records, Photographs, & Historical Projects (e.g. City Anniversaries, Incorporation, City Seal, Awards of significant historical interest, Grand Openings, etc.)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	City Clerk determines historical significance; records can address a variety of subjects and media. Some media (e.g. audio and video tape) may be limited because of the media's life expectancy; GC §34090
City Attorney	CC-032	Lawsuits / Litigation	Final Resolution + 5 years	Yes: Until Settlement	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; Meets municipal government auditing standards; Statute of Limitations is 4 years; CCP §§337 et seq., 343; GC §34090,
City Clerk	CC-033	Minutes: City Council	P		Mag, Mfr, OD, Ppr	S / I	No	GC §34090(e)
City Clerk	CC-034	Oath of Office / Appointments: City Council	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department Preference; Statute of Limitations: Public official misconduct is discovery of offense + 4 years, GC §§36507, 34090; PC §§801.5, 803(c); 29 USC 1113

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City Clerk	CC-035	Ordinances	P		Mag, Mfr, OD, Ppr	S / I	No	GC §34090(e)
City Clerk	CC-036	Petitions (submitted to Council on any subject - Dog Parks, Parking, Traffic Calming, etc.) See Elections for Initiative, Recall or Referendum Petitions	1 year		Mag, Ppr			Law requires 1 year for petitions; GC §50115
City Clerk	CC-037	Public Records Requests / Subpoenas Duces Tecum (includes software database)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	CC-038	Recorded Documents / Real Property: Deeds, Easements, Right of Ways, Abandonments / Vacation, Liens / Lien Releases	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(a)
City Clerk	CC-039	Recordings: **Audio or Video** of City Council Meetings	Minimum 4 years		Mag			Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.6
City Clerk	CC-040	Records Destruction Authorization Forms & Certifications (All Departments)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department preference; GC §34090
City Clerk	CC-041	Resolutions: City Council	P		Mag, Mfr, OD, Ppr	S / I	No	GC §34090(e)
City Clerk	CC-042	Vehicle Titles ("Pink Slips")	Sale or Disposal		Ppr			Given to Auction House / New Owner; GC §§34090, 60201 et seq.

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EXHIBIT A TO RESOLUTION 2023-__

RECORDS RETENTION SCHEDULE: COMMUNITY SERVICES

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COMMUNITY SERVICES								
Community Services	CS-001	_Recreation Activity Registration Database (Sports Sites)	Minimum 2 years		Mag,			Department preference; GC §34090
Community Services	CS-002	Accident / Incident Reports	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090
Community Services	CS-003	Activity / Special Programs / Event Files Children's Programs, Cultural Arts, Sports, Seniors, Filming, Theatre Programs etc.	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department preference; GC §34090
Community Services	CS-004	Activity Guide / Class Guide / Program Guide (Final)	Minimum 2 years	Yes: During Class or Program	Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department preference; GC §34090
Community Services	CS-005	Applications / Participants' Registration / Liability Forms / Release of Liability Forms / After School Program Registration / Photo Releases / Waivers of Liability / Permissions: Camps, Field Trips, Authorization to give Medicine, etc.	2 years	Yes: During Class or Program	Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090
Community Services	CS-006	Disruptive Patrons / Possible Privilege Suspensions	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department Preference; GC §34090 et seq.
Community Services	CS-007	Evaluations / Surveys (Programmatic Evaluations of Recreation programs)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Content Not Substantive / Preliminary drafts / Transitory records; GC §34090

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Adopted:

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***HOLDS:** Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
Community Services	CS-008	Grant Program / Scholarships (Reduced Fee or Grants to Others) Funded through Private Donations	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Meets auditing standards; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.334; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a), 29 CFR 97.42; OMB Circular A-110 & A-133; GC §34090; GC §8546.7
Community Services	CS-009	Liability Waivers (if separate from another record)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090
Community Services	CS-010	Park Facility Use Requests / Field Rentals / Facility Use Applications and Permits (includes insurance certificates & ABC Permits, if required)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090 et. seq.
Community Services	CS-011	Parks & Recreation Commission **- AGENDAS & STAFF REPORTS**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department Preference; GC §34090 et seq.
Community Services	CS-012	Parks & Recreation Commission - **AUDIO or VIDEO RECORDINGS**	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.6
Community Services	CS-013	Parks & Recreation Commission **- MINUTES**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090(a)
Community Services	CS-014	Permits: Block Party Permits, Film Permits, Special Event Permits, etc.	Expiration + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090

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Community Services	CS-015	Rosters / Sign-in / Sign-Out Sheets for classes and programs	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090
Community Services	CS-016	Schedules / Hours (classes and staff)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Content not substantive; Preliminary drafts not retained in the ordinary course of business; GC §34090
Community Services	CS-017	Sunrise Mobile Home History / (Historically Significant Records - Loan to Grant of Property, Utility locations, etc.	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Community Services	CS-018	Sunrise Mobile Home **NOT** Historically Significant Records	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (consistent with HUD Housing regulations); GC §34090
Community Services	CS-019	Sunrise Mobile Home **TENANT FILES**	End of Tenancy + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (consistent with HUD Housing regulations); GC §34090
Community Services	CS-020	Tree Maintenance Records / Arborists Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department Preference; GC §34090 et seq.
Community Services	CS-021	Volunteer / Unpaid Intern Applications & Agreements - **Unsuccessful** or Pending Applicants	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Standard municipal government practice (Courts treat volunteers as employees); EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; 29 CFR 1602.31 & 1627.3(b)(1)(i)&(ii), GC §§12946, 12960, 34090

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Community Services	CS-022	Volunteer / Unpaid Intern Applications & Agreements (includes emergency contact information) - **Successful** Applicants	Inactive / Separation + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Standard municipal government practice (Courts treat volunteers as employees); EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; 29 CFR 1602.31 & 1627.3(b)(1)(i)&(ii), GC §§12946, 12960, 34090
COMMUNITY SERVICES / FACILITIES								
Lead Dept.	CS-023	AQMD Permits - for Generators, etc.	Issue Date + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	40 CFR 70.6; GC §34090
Lead Dept.	CS-024	Generator Operation Logs & Inspections	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	AQMD Rule 1470; Form 400–E–13a instructions; GC §34090
Lead Dept.	CS-025	Herbicide or Pesticide Application Forms	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (agricultural pesticide records are required for 2 years); GC §34090; 3 CCR 6623
Lead Dept.	CS-026	Operations & Maintenance Manuals (O&M Manuals)	Life of Facility or Equipment		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et. seq.
Community Services / Facilities	CS-027	Playground Equipment Inspections	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department Preference; GC §34090 et seq.
Community Services / Facilities	CS-028	Pool Chemical Logs, Additions	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	40 CFR 70.6; GC §34090
Lead Dept.	CS-029	Pressure Vessel Certifications or Permits (Air Compressors, Propane, etc.)	Expiration of Certificate or Permit		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et. seq.

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Lead Dept.	CS-030	Safety Data Sheet (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form (or records of the chemical / substance / agent, where & when it was used)	30 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Previous SDS / MSDS may be obtained from a service; SDS / MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090
Lead Dept.	CS-031	Tree Maintenance, Trimming, Arborists Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Lead Dept.	CS-032	Underground Service Alerts (USA's) / Dig Alerts	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (the Regional Notification Center has the obligation to retain the notice for 3 years); GC §§4216.2(d) & 4216.3(d), GC §34090
Lead Dept.	CS-033	Used Oil Disposal Manifests	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	22 CCR 66266.130(c)(5), H&S §25250.18(b), 25250.19(a)(3) et seq.

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EXHIBIT A TO RESOLUTION 2023-__

RECORDS RETENTION SCHEDULE: FINANCE

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FINANCE / ADMINISTRATION								
Finance / Lead Div.	FIN-001	_Financial Services **Database** (Caselle)	Indefinite - Minimum 5 years	Yes	Mag			Data Fields / Records are interrelated; GC §§34090, 60201 et seq.
City Clerk	FIN-002	Audit Reports / Annual Consolidated Financial Report (ACFR) and related Audit Opinions	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (copies - City Clerk is OFR); GC §§34090.7, 60200
Finance	FIN-003	Audit Work Papers	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §§34090, 60201 et seq.
City Clerk	FIN-004	Budgets - Adopted / Final	Copies - When No Longer Required	Yes: Current Fiscal Year	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (copies - City Clerk is OFR); Must be filed with County Auditor; GC §§34090.7, 60200, 53901
Finance	FIN-005	Budgets - Preliminary, Backup Documents	Drafts - When No Longer Required	Yes: Current Fiscal Year	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Drafts / Content Not Substantive; GC §§34090, 60201 et seq.
Finance	FIN-006	Single Audits / Transportation Audits / PERS Audit, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §§34090, 60201 et seq.
FINANCE / BUSINESS LICENSE								
Finance / Business License	FIN-007	Business License Applications, Registrations and Renewals	5 years		Ppr			Department preference; Meets auditing standards; GC §34090 et seq.
Finance / Business License	FIN-008	Reports (Support for Business License): Balance Sheets, Proof & Merge Reports, etc. (**MONTHLY OR PERIODIC**)	When No Longer Required		Mag, Ppr			Department preference; GC §34090
FINANCE / GENERAL ACCOUNTING								

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Finance / Lead Div.	FIN-009	_Financial Services **Database** (Caselle)	Indefinite - Minimum 5 years	Yes	Mag			Data Fields / Records are interrelated; GC §34090
Finance / General Accounting	FIN-010	1099's, 1096's, DE542 (California Report of Independent Contractors)	5 years		Mag, Ppr			Department Preference; IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530, GC §34090; 29 USC 436
Finance / General Accounting	FIN-011	Accounts Payable / Invoices and Backup (Includes Invoices, Travel Expense Reimbursements, Warrant Request, etc.)	7 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Required for Special Districts (may include employee reimbursement); GC §§34090, 60201(d)(12)
Finance / General Accounting	FIN-012	Accounts Receivable / Revenue / Our Invoices to Outside Entities: Insurance Companies, Franchise Fees, DUI Billing, Transient Occupancy Tax (TOT), Auctions of Surplus Property, Credit Card Payment Receipts, Tenant Billing, etc.	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §§34090, 60201 et seq.
Finance / General Accounting	FIN-013	Accounts Receivable: Rent / Property Management / Lease Accounts Receivable	End of Tenancy + 5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §34090
Finance / General Accounting	FIN-014	Bank Statements and Trustee Statements, Fiscal Agent Statements, Trustee Statements, Investment Account Statements, Pars Statements, Bank Reconciliations, Daily Cash Summaries, Bank Deposits, Bank Transmittal Advice, Cashier's Reports, Wire Transfers	7 years		Mag, Ppr			Department preference (Special Districts are required to retain employee reimbursement for 7 years); GC §§34090, 60201 et seq. 26 CFR 31.6001-1

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Finance / General Accounting	FIN-015	Bond Official Statements / Certificates of Participations (COPs) See Bank Statements for statement retention.	Fully Defeased + 10 years	Yes: Until Maturity	Mag, Ppr			Department Preference; Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years; Bonds issued by local governments are 10 years; There are specific requirements for disposal of unused bonds; CCP §§336 et seq, 337.5(a); 26 CFR 1.6001-1(e): GC §43900 et seq.
Finance / General Accounting	FIN-016	Checks / Warrant Register Report (issued)	7 years		Mag, Mfr, OD, Ppr	S	Yes: After QC	Department preference (Special Districts are required to retain employee reimbursement for 7 years); GC §§34090, 60201 et seq.
Finance / General Accounting	FIN-017	Checks / Warrants (Cashed or Returned / NSF)	7 years		Mag, Mfr, OD, Ppr	S	Yes: After QC	Department preference (Special Districts are required to retain employee reimbursement for 7 years); GC §§34090, 60201 et seq.
Finance / General Accounting	FIN-018	Escheat (Unclaimed money / uncashed checks)	5 years		Mag, Ppr			Department preference; All tangible property held by government agencies escheats after 3 years; Statute of Limitations is 1 year for seized property; CCP §§340(d), 1519; GC §§34090, 60201 et seq.
Finance / General Accounting	FIN-019	Fixed Assets - Annual Listing (Source Documents)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Department Preference; (meets municipal government auditing standards); GC §§34090, 60201 et seq.
Finance / General Accounting	FIN-020	Investments / Arbitrage / Bonds (Receipts / Advisor Reports / Trade Tickets / LAIF (Local Agency Investment Fund))	5 years	Yes: Until Paid	Mag, Ppr			Department Preference; Meets auditing standards; FTC Reg's rely on "self-enforcement"; GC§§ 34090, 60201 et seq., 43900

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Finance / General Accounting	FIN-021	Journal Entries / Journal Vouchers / Budget Adjustments	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Department preference (Special Districts are required to retain employee reimbursement for 7 years); GC §§34090, 60201 et seq., CCP § 337
Finance / General Accounting	FIN-022	Reports, Subsidiary Ledgers, Reconciliations, Registers, Transaction Histories, Balance Sheets, etc. (**MONTHLY OR PERIODIC**) Does NOT include year-end General Ledger.	When No Longer Required		Mag, Ppr			Transitory records not retained in the ordinary course of business; Financial system can re-create reports accurately; GC §§34090, 60201 et seq.
Finance / General Accounting	FIN-023	Reports: Annual State or Federal: State Controller's Report, Local Government Compensation Report, Gas Tax, MOE (Maintenance of Effort) Report, Fixed Charge Special Assessment Report, Public Self Insurer Report (SIP Report), Street Report, etc.	5 years		Mag, Ppr			Department Preference; Meets auditing standards; GC §§34090, 60201 et seq.
Finance / General Accounting	FIN-024	Revenue: Accounts Receivable: Daily Envelopes / Cash Receipts / Petty Cash / Revenue Daily Receipt Books, etc.	5 years	Yes: Until Paid	Mag, Ppr			Department Preference; (meets municipal government auditing standards); GC §§34090, 60201 et seq.
City Clerk	FIN-025	Treasurer's Reports / Quarterly Budget Reports (to Council - Copies)	Copies - When No Longer Required		Mag, Ppr			Department preference (Copies); GC §§34090.7, 60200
Finance / General Accounting	FIN-026	W-9s	Vendor Inactive + 5 years		Mag, Ppr			Meets IRS auditing standards; GC §§34090, 60201 et seq.
FINANCE / PURCHASING								

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Finance / Purchasing	FIN-027	Purchase Orders / Requisitions / Successful Bids	5 years	Yes: Before Completion	Mag, Ppr			Department Preference (Professional Services always have a contract, therefore Errors & Omissions are not applicable); Statute of Limitations is 4 years; 10 years for Errors & Omissions; CCP §§337. 337.1(a), 337.15, 343; GC §§34090, 60201 et seq.
FINANCE / PAYROLL (Also See Human Resources)								
Finance / Payroll	FIN-028	CalPERS Reports, Annual Valuation Reports, Actuarial Valuation Reports, Annual Employer Statements	7 years		Mag, Mfr, OD, Ppr	S	Yes: After 2 years	Most recent records are stored on CalPERS website; Department Preference; (Special Districts are required to retain employee reimbursement for 7 years); GC §§34090, 60201 et seq.
Finance / Payroll	FIN-029	Checks / Warrant Register Report - Payroll Only	7 years		Mag, Mfr, OD, Ppr	S	Yes: After QC	Department preference (Special Districts are required to retain employee compensation or reimbursement for 7 years); GC §§34090, 60201(d)(12)
Finance / Payroll	FIN-030	Checks / Warrants - Cancelled - Payroll Only	7 years		Mag, Ppr			Department preference (Special Districts are required to retain employee compensation or reimbursement for 7 years); GC §§34090, 60201(d)(12); 26 CFR 31.6001-1
Finance / Payroll	FIN-031	Payroll Reports (includes Leave Registers, time Transaction Reports, etc.	7 years		Mag, Ppr			Department preference (Special Districts are required to retain employee compensation or reimbursement for 7 years); GC §§34090, 60201(d)(12)

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FIRE ADMINISTRATION								
Fire / Admin.	FR-001	Bishop Rural Fire Protection District Commission **- AGENDAS & STAFF REPORTS**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §§34090, 60201 et seq.
Fire / Admin.	FR-002	Bishop Rural Fire Protection District Commission - **AUDIO or VIDEO RECORDINGS**	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §§34090.6, 53161,
Fire / Admin.	FR-003	Bishop Rural Fire Protection District Commission **- MINUTES**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §§34090(a), 60201(d)(3)
Fire / Admin. and Police / Admin. / Chief	FR-004	Emergency Operations Plan (includes Office of Emergency Management & Homeland Security)	When Superseded	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §§34090, 60201 et seq.
Fire / Admin.	FR-005	EOC Activations & Drills	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §§34090, 60201 et seq.
Fire / Admin.	FR-006	Fire Department Fire Executive Committee (NOT the Bishop Rural Fire Protection District Commission)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §§34090, 60201 et seq.
Fire / Admin.	FR-007	Fire Incident **RMS Database** (Emergency Reporting Service)	Indefinite	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; GC §§34090, 60201 et seq.
Fire / Admin.	FR-008	HIPAA Policies and Procedures (Health Insurance Portability and Accountability Act)	Superseded + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	24 CFR 164.530(j)
Fire / Admin.	FR-009	ISO Insurance Ratings	15 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (rated every 10 years); GC §§34090, 60201 et seq.

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Fire / Admin.	FR-010	Monthly Statistical Reports / Run Statistics	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Considered a preliminary draft / copy (the Fire database is the original); GC §§34090, 60201 et seq.
Fire / Admin.	FR-011	Mutual Aid Agreements, Joint Power Authorities - **BISHOP RURAL FIRE PROTECTION DISTRICT**	Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Covers E&O Statute of Limitations; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §60201 et seq.
City Clerk	FR-012	Mutual Aid Agreements, Joint Power Authorities - **CITY**	Copies - When No Longer Required	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City Clerk retains original; GC §§34090.7, 60200
Fire / Admin.	FR-013	Strike Team Reimbursement (OES / FEMA)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §§34090, 60201 et seq.
FIRE / EMERGENCY MEDICAL SERVICES								
Fire / EMS	FR-014	EMS Complaints	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statute of Limitations for health providers is 3 years; Call Records are required for 3 years; 13 CCR 1100.7, CCP §340.5, GC §§34090, 60201 et seq.
Fire / EMS	FR-015	HIPAA Policies and Procedures (Health Insurance Portability and Accountability Act)	Superseded + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	24 CFR 164.530(j)

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Fire / EMS	FR-016	Patient Care Reports / PCRs / e-PCRs (EMS transportation) Reports: **ALL** (medical and non-medical.) Includes e-PCR Database / Electronic Patient Care Report Database (ImageTrend)	20 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; minors are required until 1 year after age 18, but not less than 7 years; 10 years is recommended by AHIMA for "healthcare providers"; Statute of Limitations for health providers is 3 years; CCP §340.5, GC §§34090, 60201 et seq.; H&S §§1797.98(e) 123145; 42 CFR 482.24(b); 9 CCR 9444, 22 CCR 70751(c) & 71551(c); 22 CCR 70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), 77143(a), W&I 14124.1; CMS Pub. 100-4, Chapter 1, Section 110.3
Fire / EMS	FR-017	Refusal to Transfer	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statute of Limitations for health providers is 3 years; Call Records are required for 3 years;13 CCR 1100.7, CCP §340.5, GC §§34090, 60201 et seq.
FIRE MARSHAL / FIRE PREVENTION								
Fire / Fire Prevention	FR-018	Abatements, Code Violations (violation database) Life Safety	5 years	Yes: Until Resolution	Mag, Ppr			GC §§34090, 60201 et seq.; CFC §§ 104.6 – 104.6.4
Fire / Fire Prevention	FR-019	Civil Citations - Fireworks Citations, Overcrowding, Parking, False Alarms, etc.	5 years	Yes: Until Expiration	Mag, Ppr			GC §§34090, 60201 et seq. CFC §§ 104.6 – 104.6.4
Fire / Fire Prevention	FR-020	Development Review / Fire Sprinkler, Fire Safety Plans (Final, Approved Only)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §§34090, 60201 et seq.
Community Develop. / Building	FR-021	Development Review / Plan Review - Building Permits	Copies - When No Longer Required		Mag, Ppr			Department Preference; GC §§34090.7, 60200

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Fire / Fire Prevention	FR-022	Fire Inspections / **Business Inspection Files / Occupancy Inspections / Approvals, Fires, Modification / Alternative Methods or Materials**	Life of the Structure or Activity, or **Minimum 5 years, Whichever is Longer**		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Required for the Life of the Structure or Activity, or Minimum 5 years whichever is longer for Approvals, Inspections, Fires, Modification / Alternative Methods or Materials; CFC §§ 104.6 – 104.6.4; GC §§34090, 60201 et seq.
Fire / Fire Prevention	FR-023	Fire Inspections / **Citations / Notice of Violations**	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Not required for the Life of the Structure or Activity, or Minimum 5 years whichever is longer - only applies to Approvals, Inspections, Fires, Modification / Alternative Methods or Materials; CFC §§ 104.6 – 104.6.4; GC §§34090, 60201 et seq.
Fire / Fire Prevention	FR-024	Fire Investigations - **Arson & Capital Crimes Only - Human Fatality or Injury**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Capital Crimes have no statute of limitations); GC §§34090, 60201 et seq.
Fire / Fire Prevention	FR-025	Fire Investigations - **Arson & Capital Crimes Only - Structure or Vehicles**	6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §§34090, 60201 et seq.
Fire / Fire Prevention	FR-026	Fire Investigations - **OTHER Than** Arson & Capital Crimes	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §§34090, 60201 et seq.
Fire / Fire Prevention	FR-027	Permits: **Construction** Permits (Short Term Uses / Temporary Uses): High Piled Storage, Sprinkler Plans, etc.	Expiration of Permit + 2 years	Yes: Before Event	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §§34090, 60201 et seq.
Fire / Fire Prevention	FR-028	Permits: **Fire Code** Permits / Special Event Permits (assembly permits, burn permits, candle permits, tent permits, open flame, etc.)	Expiration of Permit + 2 years	Yes: Before Event	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §§34090, 60201 et seq.

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Fire / Fire Prevention	FR-029	Permits: **Operational** Permits (Long-term operations): High Piled Storage, Sprinkler Plans, etc.	Life of the Structure or Activity, or **Minimum 5 years, Whichever is Longer**	Yes: Before Event	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §§34090, 60201 et seq.
Fire / Fire Prevention	FR-030	Public Information / Education (when produced internally)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §§34090, 60201 et seq.
OPERATIONS / SUPPRESSION (STATION)								
Fire / Ops	FR-031	Equipment Records & Testing (SCBA, Ladders, hoses, etc.)	Surplus + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference to be in compliance with NFPA Standards for in-service automotive fire apparatus ; NFPA 1911.4.7.3 & Annex C.5, GC §§34090, 60201 et seq.
Fire / Ops	FR-032	Pre-Fire Plans	When Superseded		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §§34090, 60201 et seq.
Fire / Ops	FR-033	Station Log Books / Red Books	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §§34090, 60201 et seq.
TRAINING								
Fire / Training	FR-034	_Training **Database** (FireRescue1 Academy)	Minimum 5 years		Mag			Data is interrelated; GC §§34090, 60201 et seq.
Fire / Training	FR-035	Respiratory Fit Tests	Separation + 30 years OR Deceased + 5 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 34090, 60201

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Fire / Training	FR-036	Training File (by employee) Individual Training Certificates, Continuing Education for Paramedics	Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Ethics Training is 5 years; Statewide guidelines propose 7 years; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), LC §6429(c); GC §§12946, 34090, 53235.2(b), 60201

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INFORMATION TECHNOLOGY								
Information Technology	IT-001	Backups / Computer Backups (ALL)	When No Longer Required	Yes	Mag.			Used for Disaster Recovery Purposes Only; Considered a copy and can be destroyed when no longer required; GC §34090 et seq.
Information Technology	IT-002	UNALTERABLE MEDIA / IMMUTABLE MEDIA (Cloud Immutable Backup, WORM / DVD-r / CD-r / Blue Ray-R) or other unalterable media that does not permit additions, deletions, or changes	P		OD			For legal compliance for Trustworthy Electronic Records (when the electronic record serves as the official record); must be stored in a "safe and separate location"; GC 34090, 12168.7, EVC 1550, CCR 22620 et seq.

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PERSONNEL								
Lead Dept.	PER-001	_Personnel / ERP Database	Indefinite	Yes (all)	Mag			Department Preference - Data is interrelated; GC §§34090, 60201 et seq.
Personnel	PER-002	1095-C, 1094-C (Employer-Provided Health Insurance Offer and Coverage & Transmittal Form)	4 years		Mag, Ppr			Department Preference; Instructions state "Generally, keep copies of information returns you filed with the IRS or have the ability to reconstruct the data for at least 3 years, from the due date of the returns"; GC §§34090, 60201 et seq.
Personnel	PER-003	Benefit Plan Documents (CalPERS, Dental, Vision, etc.)	Duration of the Contract + 6 years	Yes: For Duration of Contract	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	EEOC / ADEA (Age) requires 1 year after benefit plan termination; Federal law requires 6 years after filing date for retirement; State Law requires 2 years after action; 29 CFR 1627.3(b)(2); 29 USC 1027; 11 CCR 560; 28 CCR 1300.85.1; GC §§34090, 60201 et seq.
Personnel	PER-004	California Civil Rights Department (CRD) / Department of Fair Employment & Housing (DFEH or EEOC) Claims / Harassment Claims	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to match retention for personnel files; All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after "fully and finally disposed"; 2 CCR 11013(c); GC §§12946, 12960, GC §§34090, 60201 et seq.
Personnel	PER-005	Classification / Reorganization Studies (for employee classifications and department structures)	Minimum 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6, 29 CFR 1602.14, GC §§12946, 12960, GC §§34090, 60201 et seq.

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Personnel	PER-006	Compensation Surveys & Studies	Minimum 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6(2), 29 CFR 1602.14, GC §§12946, 12960, GC §§34090, 60201 et seq.
Personnel	PER-007	Contracts for Investigators	Completion + 5 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Statute of Limitations for contractual obligations is 4 years; CCP §§337. 337.1(a), 337.15, 343; GC §§34090, 60201 et seq.
Personnel	PER-008	Flexible Spending Account Enrollment Forms, Claims, etc. (managed by a managed by a third party administrator (TPA)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §§34090, 60201 et seq.
Personnel	PER-009	COVID-19 Notifications to Employees	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	LC §6409.6(k), GC §§34090, 60201 et seq.
Personnel	PER-010	Leave of Absence Forms	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary draft (the Time Card is the final; GC §§34090, 60201 et seq..
Personnel	PER-011	Employee Investigations	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to match retention for personnel files; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, GC §§34090, 60201 et seq.
Personnel	PER-012	Employment Verifications	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-records, content is not substantive; GC §§34090, 60201 et seq.

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Personnel	PER-013	Ethics Certificates for Employees, Harassment Prevention Certificates - Employees Only	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §§ 3105, 12946, 12960, 34090;; 53235.2(b); 53237.2(b), 60201 et seq.
Personnel	PER-014	Grievances	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to match retention for personnel files; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090, 60201 et seq.; LC 1198.5; 26 CFR 31-6001-1; 53235.2(b); 53237.2(b)
Personnel	PER-015	I-9s	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Required for 1 year from termination or 3 years from hiring, whichever is later; EEOC / FLSA / ADEA (Age) requires 3 years for "any other forms of employment inquiry"; State Law requires 2 -3 years; 8 CFR 274a.2; 29 CFR 1627.3(b)(1); GC §§12946, 12960, 34090, 60201 et seq.
Personnel	PER-016	Job Descriptions / Job Classification / Job Specifications	Minimum Superseded + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090, 60201 et seq.
Personnel	PER-017	OSHA Citations and Inspections	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), OMB 1220-0029; GC §34090, 60201 et seq.; LC §6429c

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Personnel	PER-018	OSHA Logs - 200, 300, 301, 301A	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	OSHA requires 5 years; State law requires 2 years; 8 CCR 14300.33(a), 8 CCR §3203(b)(1), GC §34090, 60201 et seq.; LC §6429c
Personnel	PER-019	Personnel Files - **Employee File (Official Personnel File)** Includes Application, Backgrounds (including Police and Fire Volunteers), Discipline, Evaluations, Policy Acknowledgements, Employee's Oath of Office / Oath for Disaster Worker, PAN / Personnel Action Notices, etc.)	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; W-4s are required four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. 26 CFR 31-6001-1; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090, 60201 et seq.; LC 1198.5
Personnel	PER-020	Personnel Files - **Medical File** Pre-employment Medical Clearances, ADA Accommodations, Fit for Duty, etc.	Separation + 30 years OR Deceased + 5 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 34090, 60201 et seq.
Personnel	PER-021	Recruitment and Testing File / Recruitment Database (NeoGov) Includes Advertisements, Applications for Unsuccessful Candidates, Interview Notes, Job Brochures, Test Data, Testing Analysis & statistical Metric, Job Analysis, Rating Sheets, Scantrons, Background Checks, etc.	Hiring Decision + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	State Law requires 4 years; EEOC / FLSA / ADEA (Age) requires 1-3 years; 29 CFR 1627.3(b)(1), 29 CFR 1602.14 et seq.2 CCR 11013(c); GC §§12946, 12960, 34090, 60201 et seq.

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Personnel	PER-022	Retiree Medical Enrollment / Retiree Billing / COBRA Billing	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets municipal government auditing standards; GC §34090, 60201 et seq.
Personnel	PER-023	DE-34 (Report of New Employees)	4 years		Mag, Ppr			R&T §19530, GC §§34090, 60201 et seq.
Personnel	PER-024	DE-6, DE-7, DE-9, DE-43, W-3, & DE-166, 941 Forms, IRS 5500 Forms (Employee Benefit Plans), PERS / FICA & Medicare Adjustments - Quarterly Payroll Tax Returns / OASDI, Federal Tax Deposits, Adjustments, etc.	7 years		Mag, Ppr			Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §§34090, 60201 et seq.
Personnel	PER-025	Time Sheets / Time Cards / Overtime Sheets / Overtime Cards	7 years		Mag, Mfr, OD, Ppr	S	Yes: After 2 years	Department preference (Special Districts are required to retain employee compensation or reimbursement for 7 years); also to facilitate grant audits or claim reimbursements; Meets auditing standards (audit + 4 years); IRS requires 4 years; Ca. requires 2 yr min.; FTB keeps 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); 29 CFR 516.5; GC §§34090, 60201(d)(12) 8 CCR 11040.7(c); 29 CFR 516.5 & 516.6(c);
Personnel	PER-026	Deferred Compensation (City Statements)	7 years		Mag, Ppr			Produced by Deferred Comp. Provider; Department preference (Special Districts are required to retain employee compensation or reimbursement for 7 years); GC §§34090, 60201(d)(12).; 26 CFR 31.6001.1

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Personnel	PER-027	W-2's	7 years		Mag, Ppr			Special Districts are required to retain employee compensation or reimbursement for 7 years; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §§34090, 60201(d)(12)
Personnel	PER-028	W-4s	No Longer in Effect + 4 years		Mag, Ppr			IRS Regulation 31-6001-1 four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. GC §34090; 26 CFR 31.6001-1
Personnel	PER-029	W-4's	No Longer in Effect + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	IRS Regulation 31-6001-1 four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. GC §§34090, 60201 et seq.; 26 CFR 31.6001-1
Personnel	PER-030	Workers Compensation Claims / Long Term Disability Claims (Includes all Accident, Incident, or Injury Reports from Employees)	Separation + 30 years OR Deceased + 5 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 34090, 60201 et seq.
PERSONNEL / RISK MANAGEMENT								
City Clerk	CC-011	Claim for Damages / Claims Against the City	Final Resolution + 5 years	Yes: Until Settlement	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; Meets municipal government auditing standards; Statute of Limitations is 4 years; CCP §§337 et seq., 343; GC §34090,

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***HOLDS**: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
Personnel / Risk Management	PER-026	Insurance Certificates not filed with Agreement or Contract, etc.	11 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; Covers E&O Statute of Limitations; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §§34090; 60201 et seq.
Personnel / Risk Management	PER-028	Insurance Policies - ALL	Expiration + 4 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Covers statute of limitations for contracts; CCP §337 et seq.; GC §§34090, 60201 et seq.
Personnel / Risk Management	PER-029	Property Damage Claims / Restitution	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets municipal government auditing standards; GC §§34090, 60201 et seq.

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PLANNING								
Planning	PL-001	**Planning Projects - Discretionary & Ministerial - Approved Permanent Entitlements & Permits** **(Includes Conditions of Approval, Environmental Determinations, Staff Reports, Plans, Soils Reports, etc.)** Examples: Cannabis Permits Conditional Use Permits (CUPs) General Plan / General Plan Amendments Lot Line Adjustment Master Plan Public Art Rezones Specific Plan Tentative Subdivision Maps / Parcels Maps Use Permits Variance Zoning Clearance Zoning Ordinance / Updates	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC§§34090, 34090.7
Planning	PL-002	Advanced Planning / Long Range Planning / Project Implementation (Final Documents only)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Planning	PL-003	Aerial Photographs (Historical)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Planning	PL-004	Annexations / Boundaries / Consolidations / LAFCO	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090

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Planning	PL-005	Census, Demographics	When No Longer Required		Mag, Ppr			(Non-Records - Census Bureau is OFR)
Planning	PL-006	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA **- Where Planning is the Lead** **Correspondence and staff notes** that provide insight into the project or the agency's CEQA compliance with respect to the project	Project Approval or Denial + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (2020) 53 Cal.App.5th 733; PRC 21167,6; GC §34090
Planning	PL-007	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, Notice of Exemption (NOE), etc.) / CEQA **Inside City boundaries - Where Planning is the Lead**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Usually filed in the project file; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090
Planning	PL-008	General Plan, Elements and Amendments / Master Plans, Specific Plans, Land Use Plans and Amendments; General Plan Interpretations	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Planning	PL-009	Historical Designations / Historical Landmarks	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Planning	PL-010	Materials Boards	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts not retained in the ordinary course of business; GC §34090
Planning	PL-011	Planning Commission **- AGENDAS & STAFF REPORTS**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.

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Planning	PL-012	Planning Commission - **AUDIO or VIDEO RECORDINGS**	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.6
Planning	PL-013	Planning Commission **- MINUTES & RESOLUTIONS**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(a)
Planning	PL-014	Planning Index of Applications, Addresses, Entitlement Type (Historical - prior to computers)	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Planning OR Building	PL-015	Temporary Administrative Permits / Temporary Use Permits (Approved & Unapproved) e.g., Banner Permits, Tent Sales on Private Property	Expiration + 2 years	Yes: During Event	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC§§34090
Planning	PL-016	Zoning Clearance Forms / Zoning Verification Letters	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Planning	PL-017	Zoning Maps (Historically Significant)	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Planning	PL-018	Zoning Ordinance Amendments / Zone Changes	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (copies); GC §34090.7

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EXHIBIT A TO RESOLUTION 2023-__

RECORDS RETENTION SCHEDULE: POLICE

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
POLICE ADMINISTRATION / POLICE CHIEF								
State of California	PD-001	Alcoholic Beverage Control Licenses / Permits / ABC Permit Applications	When No Longer Required		Mag, Ppr			Not a City record
Police / Admin. / Chief	PD-002	Background Files - **Unsuccessful Employee and Volunteer Applicants** (Employees, Cadets, Explorers, CERT, Chaplains, Reserves, etc.) Successful Employees & Volunteers are sent to Personnel	4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	State Law requires 4 years; EEOC / FLSA / ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1627.3(b)(i), 29 CFR 1602.14; GC §§12946,12960, 34090
Police / Admin. / Chief	PD-003	Complaints from Employees / Internal Investigations	Final Disposition + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets Lexipol Policy; Not a civilian complaint; other State & Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; EVC §1045, GC §§12946,12960, 34090
Police / Admin. / Chief	PD-004	Complaints from Members of the Public / Internal Investigations **WITH Sustained Finding of Misconduct**	Final Disposition + 15 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	PC §§832.5(b), 832.7; GC§ 34090
Police / Admin. / Chief	PD-005	Complaints from Members of the Public / Internal Investigations **WITHOUT Sustained Finding of Misconduct**	Final Disposition + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Consistent with Lexipol Policy; State requires for at least 5 years for complaints by members of the public; other State & Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; Statute of Limitations is 4 years for misconduct after the discovery of the offense for misconduct in office; EVC §1045, GC §§12946,12960, 34090, PC §§801.5, 803(c), 832.5, 832.7, VC §2547
Fire / Admin. and Police / Admin. / Chief	PD-006	Emergency Operations Plan (includes Office of Emergency Management & Homeland Security)	When Superseded	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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Adopted:

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Police / Admin. / Chief	PD-007	Juvenile Detention Log	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Admin. / Chief	PD-008	Parking Permits - Sierra St.	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Admin. / Chief	PD-009	Personnel Training File **- BY EMPLOYEE (Includes POST printouts)** Peace Officer or Dispatcher	Separation + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference to be consistent with Human Resources; OSHA requires safety training 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 8 CCR §3203 et seq., 29 CFR 1602.31 LC §6429(c); GC §§12946,12960, 34090, 53235.2(b)
Police / Admin. / Chief	PD-010	Policies & Procedures / Lexipol / Operation Directives / General Orders (Department Policies and Procedures)	Superseded + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC § 34090 et seq.
Police / Admin. / Chief	PD-011	Press Releases - Police Only	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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Police / Admin. / Chief	PD-012	Reports and Studies - Historical	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC § 34090 et seq.
Police / Admin. / Chief	PD-013	Reports to State or Federal Agencies: Report to POST Commission of peace officer employment, compliant, finding, disposition, or judgement pursuant to §PC 13510.9, etc. Report of data regarding the number, type, or disposition of complaints made against its officers	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Admin.	PD-014	Retired CCW Applications (Carry Concealed Weapon Applications and Permits for Retired Peace Officers)	Expiration + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Police / Admin. / Chief	PD-015	Training - **Department Training Records - COURSE RECORDS** (Attendance Rosters, Outlines and Materials; includes Use of Force training, safety training, etc.)	Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Rosters are sent to POST; OSHA requires safety training 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 8 CCR §3203 et seq., 29 CFR 1602.31 , LC §6429(c); GC §§12946,12960, 34090, 53235.2(b)
Police / Admin. / Chief	PD-016	Use of Force Reviews - Not as a result of a complaint from a member of the public	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §§12946, 12960, 34090
FIELD OPERATIONS / PATROL								
Police / Field Ops / Patrol	PD-017	Hearing Officer Determinations (Citation Appeals, Tows, etc.) Traffic Sergeant makes Determination	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Field Ops / Patrol	PD-018	Logs (Watch Commander Logs, etc.)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC§ 34090 et seq.

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Police / Field Ops / Patrol	PD-019	Parades and Special Event Permits (Usually issued by CHP)	Expiration + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Field Ops / Patrol	PD-020	PAS Device Calibration Logs	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Field Ops / Patrol	PD-021	Patrol Ride-A-Long Waiver Form	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Field Ops / Patrol	PD-022	Patrol Schedules	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts (the timecard / timesheet is the final); GC §34090 et seq.
Police / Field Ops / Patrol	PD-023	Special Events / Ops Plan	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Police / Field Ops / Patrol	PD-024	Traffic Control: Radar Calibration Records	Life of the Equipment		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Police / Field Ops / Patrol	PD-025	Traffic Control: Radar Trailer Surveys, etc.	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
CRIME ANALYSIS / DETECTIVES / INVESTIGATIONS								
Police / Crime Analysis / Detectives	PD-026	Asset Forfeiture Notification	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Per Federal DOJ requirements (Equitable Sharing Guide); GC §34090
Police / Crime Analysis / Detectives	PD-027	Cannabis Distribution Permit Backgrounds	Expiration + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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Police / Crime Analysis / Detectives	PD-028	Criminal Intelligence Files Confidential informant information & activities	Last Entry + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Files contain criminal intelligence information concerning an individual only if there is reasonable suspicion that the individual is involved in criminal conduct or activity and the information is relevant to that criminal conduct or activity. Misleading, obsolete or unreliable information is required to be destroyed; remaining records must not be retained longer than 5 years; 28 CFR 23.20(h); GC §34090
Police / Crime Analysis / Detectives	PD-029	Detectives Investigation Files and Arrest Files	Transferred into Record's Crime Report Files		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Transfer all Official Reports to Records to be placed in the Crime Report Files.
Police / Crime Analysis / Detectives	PD-030	Informant Files / Gang Files	When No Longer Required - **Minimum 2 years**		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Informant information; Does not contain criminal intelligence information concerning individuals; Department preference; GC §34090
COMMUNICATIONS / CAD / DISPATCH								
Police / Commun.	PD-031	Audio Recordings or Tapes - **(CAD/RMS)** Recordings of Telephone & Radio Communications Dispatch Tapes (CAD); includes Ambulance dispatch calls	3 years		Mag			Ambulance Service Record of Calls Records are required for 3 years; other dispatch calls are mandated for 100 days; GC §§34090, 34090.6; 13 CCR 1100.7
Police / Commun.	PD-032	Vacation Checks / Patrol Requests	When No Longer Required		Mag, Ppr			Preliminary Draft (entered in RMS / CAD system; GC §34090 et seq.
Police / IT	PD-033	Video Recordings - **Jail / Temporary Holding / Building Security, City Operations**	1 year		Mag			Records regular ongoing operations of the City; GC §34090.6 et seq.

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Police / IT	PD-034	Video Recordings - **Public Areas / Public Activity**	When No Longer Required		Mag			Does not record regular and ongoing operations; GC §34090.6 et seq,
PROPERTY AND EVIDENCE								
Police / Property & Evidence	PD-035	_Property & Evidence **Database**	Indefinite		Mag			Department Preference (data is interrelated); GC §34090
Police / Property & Evidence	PD-036	Crime Report Photos	Follows the Retention of the Evidence		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Property & Evidence	PD-037	Gun and Narcotics Destruction Log (Documents related to)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police / Property & Evidence	PD-038	Officer Recordings: **Body-Worn Cameras – LOGS of Access or Deletion of Data**	P		Mag			PC§ 832.18(b)(5)(E); GC §34090.6 et seq.
Police / Property & Evidence	PD-039	Officer Recordings: **Body-Worn Cameras** - that **ARE evidence, Officer Involved Shootings / Detention or Arrest / Complaints**	Follows retention for Evidence, **Minimum 2 years**		Mag			PC§ 832.18(b)(5)(B)&(C); GC §34090.6 et seq.
Police / Property & Evidence	PD-040	Officer Recordings: **Body-Worn Cameras** - that are **NOT evidence**	90 days		Mag			Department preference (law recommends 90 days); PC§ 832.18(b)(5)(A); GC §34090.6 et seq.
Police / Property & Evidence	PD-041	Property & Evidence **Logs** / Destruction Authorizations	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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Police / Property & Evidence	PD-042	Safekeeping: Lost & Found Property (Documents related to)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
RECORDS								
Police / Records	PD-043	_RMS **Database**	Indefinite	Yes	Mag			Data Fields / Records are interrelated; GC §34090
Police / Records	PD-044	Citations (Parking, Traffic, Marijuana / Cannabis). Includes requests for dismissals, cancellations, and appeals.	2 years		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	GC §34090 et seq.
Police / Records	PD-045	CRIME REPORTS / SEALED RECORDS: **Sealed Juvenile** Cases - Childhood Sexual Assault	Age of Majority + 22 years	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	CCP §§340.1, GC §34090
Police / Records	PD-046	CRIME REPORTS / SEALED RECORDS: **Sealed Juvenile** Cases Except Sealed Childhood Sexual Assault	Per Court Order (Subject 26 years old / Sealing Date + 5 years)	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	CCP §§340.1, GC §34090; GC §68152(g)(1), W&I §781(d)
Police / Records	PD-047	CRIME REPORTS: **Lost Property: Firearms** entered into CLETS (if not Permanent Retention)	Until Found or Recovered	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference to facilitate Three Strikes law and ease of document imaging administration; PC§ 11108.2(b); GC §34090
Police / Records	PD-048	CRIME REPORTS: **ALL Capital Crimes, Homicide, Juvenile, Child Abuse (substantiated), Elder Abuse (substantiated), & Sexual Assault (Rape), Arson (Suspected or Undetermined)**	P	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; DOJ retains CACI (Child Abuse Central Index) information for adults 100 years; Most have no limitations on commencement of action; PC §§ 261, 286, 288, 288a, 288.5, 289, 289.5, and 799; 803(h), 11169 et seq.; 11170(a); WIC 707(b)

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Police / Records	PD-049	CRIME REPORTS: Child Abuse or Neglect Investigation Reports - **Unsubstantiated or Inconclusive**	No Further Report on Suspected Abuser + 10 years		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	PC §§11169(c),11170(a)(3)
Police / Records	PD-050	CRIME REPORTS: **Except those specifically mentioned in the schedule (ALL Others)**	5 years	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; Provided there are no outstanding warrants, unrecovered identifiable items, criminal deaths, they are not historically significant, and it is not classified under PC §800 & 290; Stat. of Limit. is 2 yrs; Destroy juvenile marijuana after age18; H&S §11361.5, GC §34090, PC §802, PC §§187, 800 et seq.
Police / Records	PD-051	CRIME REPORTS: **Misdemeanor or Infraction - Adult Marijuana / Cannabis** - H&S §11357(b)(c)(d)(e) or H&S §11360(b) (with procedure in H&S §11361.5) - Except those with outstanding stolen property, including firearms, or lost firearms	Conviction or Arrest (If No Conviction) + 2 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	(Courts and other Agencies "Shall" destroy); H&S§ 11361.5 et seq.
Police / Records	PD-052	CRIME REPORTS: **Misdemeanor or Infraction - Juvenile Marijuana / Cannabis** - H&S §11357(~~E~~) - Except those with outstanding stolen property, including firearms, or lost firearms	2 years or Juvenile 18 years old	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	If no subsequent conviction ("Shall" Destroy); H&S §11361.5

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Police / Records	PD-053	CRIME REPORTS: **Missing Persons**	P (If Returned, Follows the Retention for the Crime Report)	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; GC §34090
Police / Records	PD-054	CRIME REPORTS: **Factually Innocent Petition Accepted Records** Sealed Pending Destruction - Except those with outstanding stolen property, including firearms, or lost firearms	Date of Arrest + 3 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Individual petitions District Attorney; Sheriff concurs that person is factually innocent, then seals record ("Shall" Destroy); GC §34090; PC §851.8(a)
Police / Records	PD-055	CRIME REPORTS: **Misdemeanor or Infraction Marijuana / Cannabis** §11357(de) - **Juvenile on School Grounds during School Hours** (with procedure in H&S §11361.5)	Offender is 18 Years Old	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	(Courts and other Agencies "Shall" destroy); H&S§ 11361.5 et seq., 11357(e)
Police / Records	PD-056	CRIME REPORTS: Vacatur Relief Granted by Court - **Victim of Human Trafficking, or Victim of Intimate Partner Violence or Sexual Violence (Nonviolent Crimes)**	Court Order + 1 year		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Individual petitions Court ("Shall" Destroy); GC §34090; PC §§236.14(k); 236.15(k)
Police / Admin. - Records	PD-057	Crime Statistics / National Incident-Based Reporting System (NIBRS) / Uniform Crime Reports (UCR) - Summaries (BCS)	P		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department preference; GC §34090

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Police / Records	PD-058	Registrants: Arson Registrations: **Adults**	P, or Death of Registrant		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Pursuant to PC §457.1 et seq.; required to register for life; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
Police / Records	PD-059	Registrants: Arson Registrations: **Juveniles** released from California Youth Authority	Age 25 or Sealing Date + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Pursuant to PC §457.1 et seq.; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
Police / Records	PD-060	Registrants: Sex Offender Registrations: **Adults**	P, or Death of Registrant		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses; Pursuant to PC §290 et seq.
Police / Records	PD-061	Registrants: Sex Offender Registrations: **Juveniles**	P or Sealing Date + 5 years (or Court Order), or Death of Registrant		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses; Pursuant to PC §290 et seq.
Court	PD-062	Restraining Orders, Emergency Protective Orders, Temporary Restraining Orders, Legal Stipulations, Orders After Hearing (When Not filed with the case file)	When No Longer Required		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Not a City record
Police / Records	PD-063	Ride A-Long Waiver Form	2 years		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	GC §34090 et seq.
Police / Records	PD-064	STOP Source Data, Audit Log / Racial and Identity Profiling Act (RIPA) Annual Report	3 years		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	11 CCR 999.228; 11 CCR 999.229; GC §34090
Court or District Attorney	PD-065	Subpoenas (Personal Appearance of Police Employees)	When No Longer Required		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Court or District Attorney records; GC §34090 et seq.

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RECORDS RETENTION SCHEDULE: PUBLIC WORKS
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ALL DIVISIONS (Used by All Divisions - Also, see City-Wide for All Departments)								
Lead Dept.	PW-001	AQMD Permits - for Generators, etc.	Issue Date + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	40 CFR 70.6; GC §34090
Lead Dept.	PW-002	Confined Space Entries / Hot Work Permits	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	8 CCR 5157(d)(14) & (e)(6); 29 CFR 1910.146(e)(6) GC §34090
Lead Dept.	PW-003	Generator Operation Logs & Inspections	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	AQMD Rule 1470; Form 400–E–13a instructions; GC §34090
Lead Dept.	PW-004	Herbicide or Pesticide Application Forms	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (agricultural pesticide records are required for 2 years); GC §34090; 3 CCR 6623
Lead Dept.	PW-005	Operations & Maintenance Manuals (O&M Manuals)	Life of Facility or Equipment		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et. seq.
Lead Dept.	PW-006	Pressure Vessel Certifications or Permits (Air Compressors, etc.)	Expiration of Certificate or Permit		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et. seq.
Lead Dept.	PW-007	Pre-Trip Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090; 13 CCR 1234(c)
Lead Dept.	PW-008	Safety Data Sheet (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form (or records of the chemical / substance / agent, where & when it was used)	30 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Previous SDS / MSDS may be obtained from a service; SDS / MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090

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Lead Dept.	PW-009	Underground Service Alerts (USA's) / Dig Alerts	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (the Regional Notification Center has the obligation to retain the notice for 3 years); GC §§4216.2(d) & 4216.3(d), GC §34090
Lead Dept.	PW-010	Used Oil Disposal Manifests	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	22 CCR 66266.130(c)(5), H&S §25250.18(b), 25250.19(a)(3) et seq.
PUBLIC WORKS / ENGINEERING (CIP, Land Development)								
Public Works / Engineering	PW-011	Benchmarks	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-012	Bonds: Construction, Private Development Labor & Materials, Performance Bonds, Letters of Credit, Encroachment Permits, Monitoring Bonds	Release of Bond / Letter of Credit		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Security; GC §34090
Public Works / Engineering	PW-013	Capital Improvement Projects (CIP): **Administration File** Project Administration, Certified Payrolls, Certificate of Compliance, Construction Manager's Logs, Correspondence, Costs, Estimates, Daily Inspections, Insurance Certificates, Preliminary Notices, Project Schedules, Public Relations, Meeting Agendas & Minutes, Monthly Reports, Notices, Real Estate Appraisals, RFIs / RFQs , Safety. SWPPP / WPCP, etc.	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Until Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §34090

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Public Works / Engineering	PW-014	Capital Improvement Projects (CIP): **Permanent File** Plans, RFP / Specifications & Addenda, Successful Proposal, Change Orders, EIRs, Negative Declarations, Categorical Exemptions, Materials Testing Reports, Grading Permits, Insurance Certificates, Hazardous Materials, Notice of Completion, Photos, Record Drawings Soils Reports, Studies, Submittals, Surveys, etc.	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; Statewide guidelines propose Permanent for Infrastructure plans; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090
Public Works / Engineering	PW-015	Design & Construction Standards - Authored by the City for Construction of City Infrastructure (CIP or Land Development)	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-016	Drawings, Maps, and Record Drawings, Large-Format Drawings, Survey Record Maps, Capital Improvement Project "As-Built"	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Drafts should be destroyed; GC §34090
Public Works / Engineering	PW-017	Encroachment Permits / Excavation Permits: **Permanent** (Structures in the City's Right of Way, Retaining Walls, etc.) Includes Insurance Certificates	P	Yes: Until Completion	Mag, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-018	Encroachment Permits / Excavation Permits: **Temporary** (Street Permits, Temporary Construction, Sidewalk Repairs, Traffic Control, Transportation Permits, Utility Cuts (Installation & Patching), etc.) Includes Insurance Certificates	Expiration + 2 years	Yes: Until Completion	Mag, Ppr	S / I	Yes: After QC & OD	GC § 34090
Public Works / Engineering	PW-019	Engineering Studies / Surveys (Public Right-of-Way) - Geotechnical and Soil Reports / Hydrology Reports / Preliminary Studies / Project Assessments	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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Public Works / Engineering	PW-020	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA **- Where Engineering is the Lead** **Correspondence and staff notes** that provide insight into the project or the agency's CEQA compliance with respect to the project	Project Approval or Denial + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (2020) 53 Cal.App.5th 733; PRC 21167,6; GC §34090
Public Works / Engineering	PW-021	Land Development: **Administrative Records** Construction Inspections, Photos, Progress Meetings, Project Schedules, etc.	Completion + 10 years	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Statute of Limitations is 4 years; 10 years for Errors & Omissions; land records are permanent by law; CCP §§337. 337.1(a), 337.15, 343; GC §34090
Public Works / Engineering	PW-022	Land Development: **Permanent Records** Abandonments, Certificate of Acceptance / Approval (copy), Dedications, Deeds (copies) Drainage, Driveway, Easements (copies), Geotechnical and Soil Reports / Hydrology Reports, Private Lab Verifications, Testing Lab Final Reports, Rights of Way (copies), Studies, Reports, etc.	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; Statewide guidelines propose Permanent for Infrastructure plans; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090
City Clerk	PW-023	Recorded Documents / Real Property: Deeds, Easements, Right of Ways, Abandonments / Vacation, Liens / Lien Releases	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(a)
Public Works / Engineering	PW-024	Solid Waste Services / Hauler Quarterly Reports	10 years		Mag, Ppr			Department Preference; GC §34090
Public Works / Engineering	PW-025	Subdivision Maps / Parcel Maps	P	Yes (all)	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090

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Public Works / Engineering	PW-026	Surveys, Record of Survey	P	Yes (all)	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-027	Traffic Calming Requests (Speed Humps, etc.)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Police or State	PW-028	Traffic Collision Reports / SWTRS	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	copies; GC §34090.7
Public Works / Engineering	PW-029	Traffic Counts / Traffic Studies	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Engineering	PW-030	Traffic Speed Surveys	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Presented to the City Council in the Council Agenda Packet; GC §34090.7
Public Works / Engineering	PW-031	Traffic Stop Sign Warrants	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Engineering	PW-032	Transportation Plans / Master Plans	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Engineering	PW-033	Water & Sewer Commission **- AGENDAS & STAFF REPORTS**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department Preference; GC §34090 et seq.
Public Works / Engineering	PW-034	Water & Sewer Commission - **AUDIO or VIDEO RECORDINGS**	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.6
Public Works / Engineering	PW-035	Water & Sewer Commission **- MINUTES**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090(a)

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PUBLIC WORKS / ENVIRONMENTAL SERVICES								
Public Works / Environ. Services	PW-042	Stormwater Inspections (Business Inspections, O&M related inspections, and Development Inspections)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (Federal mandate is 3 years SWRCB Order 2006-03; 4§§122.21, 122.41, 122.44; GC §34090
Public Works / Environ. Services	PW-043	Stormwater: NPDES Annual Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (Federal mandate is 3 years SWRCB Order 2006-03; 4§§122.21, 122.41, 122.44; GC §34090
Public Works / Environ. Services	PW-044	Stormwater: NPDES Permits / MS-4 Permits	Expiration + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (Federal mandate is 3 years SWRCB Order 2006-03; 4§§122.21, 122.41, 122.44; GC §34090
Public Works / Environ. Services	PW-045	Street Sweeping Tonnage Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (Federal mandate is 3 years SWRCB Order 2006-03; 4§§122.21, 122.41, 122.44; GC §34090
PUBLIC WORKS / STREETS (Use with "ALL Divisions" on first page)								
Public Works / Streets & Facilities	PW-046	Sidewalk Maintenance, Grinding, Asphalt Ramping (Logs and Forms)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Lead Dept.	PW-047	Tree Maintenance, Trimming, Arborists Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
PUBLIC WORKS / UTILITY BILLING								
Public Works / Utility Billing	PW-047	_Customer Service / Utility Billing **Database** (enQuesta)	Indefinite - Minimum 5 years	Yes	Mag			Data Fields / Records are interrelated; GC §+I13:I28

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Public Works / Utility Billing	PW-048	Adjustments / Abnormal Read Reports	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (The Database is the original; reports are considered drafts or copies, and can be re-printed from the database); GC §34090
Public Works / Utility Billing	PW-049	Bankruptcies - **NOT** pursued	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts not retained in the ordinary course of business; GC §34090
Public Works / Utility Billing	PW-050	Bankruptcies - **Where a claim is filed**	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (negative information remains on credit ratings for 7 years); GC §34090
Public Works / Utility Billing	PW-051	Billing Registers, Payment Registers, Adjustment Registers	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (The Database is the original; reports are considered drafts or copies, and can be re-printed from the database); GC §34090
Public Works / Utility Billing	PW-052	Liens / Lien Releases	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(a)
Public Works / Utility Billing	PW-053	Prop. 218 (Property-based fees) **Notices, Mailing Lists, Protest Letters, Ballots, Tabulation**	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §53753(e)(2)
Public Works / Utility Billing	PW-054	Residential Water Billing: **Appeals** - Payment Delinquency & Impending Discontinuation	Final Decision + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Documented or attached to Customer Record in database; GC §34090; H&S §116908
Public Works / Utility Billing	PW-055	Residential Water Billing: **Non-payment Notices** / Notice of Payment Delinquency & Impending Discontinuation (Initial, Final)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Documented or attached to Customer Record in database; GC §34090; H&S §116908
Public Works / Utility Billing	PW-056	Residential Water Billing: **Payment Plans:** Amortization, Alternative Payment Plans, Deferrals, etc.	Expiration or Completion of Payment Plan		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Documented or attached to Customer Record in database; GC §34090; H&S §116910

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Public Works / Utility Billing	PW-057	Residential Water Billing: **Policy on Discontinuation** of Residential Service for Nonpayment	When Superseded; Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Must post to Website; H&S §116906; GC §34090
Public Works / Utility Billing	PW-058	Residential Water Billing: **Report of Annual Discontinuations** of Residential Service	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Must post to Website; H&S §116918; GC §34090
Public Works / Utility Billing	PW-059	Residential Water Billing: **Adjustments** to Customer accounts	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Documented or attached to Customer Record in database; GC §34090; H&S §116908
WASTEWATER COLLECTIONS (Use with "ALL Divisions" on first page)								
Water / Wastewater Collections	PW-060	CCTV Videos of Sewer Lines	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Water / Wastewater Collections	PW-061	FOG (Fats, Oil & Grease) Inspections / Pretreatment Annual & Quarterly Reports	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; 40 CFR 403.12
Water / Wastewater Collections	PW-062	Sanitary Spills and Overflows (SSOs)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Required for a minimum of 5 years; 40 CFR 122.41(j)(2); SWRCB Order 2006-03; 40 CFR 122.41(j)(2); GC §34090
Water / Wastewater Collections	PW-063	Sewer Odor Complaints / Gas Detection Results / Investigations	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Water / Wastewater Collections	PW-064	Sewer System Management Plans (SSMP) and Audits / Sanitary Spills Overflow Prevention Plan (SSOPP) and Sanitary Sewer Overflow Response Plan	Superseded + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; SSOs are required for a minimum of 5 years; 40 CFR 122.41(j)(2); SWRCB Order 2006-03; GC §34090
WASTEWATER TREATMENT PLANT (WWTP) (Use with "ALL Divisions" on first page)								
Water / WWTP	PW-065	SCADA Database (Wastewater)	Indefinite - Minimum 5 years		Mag			Data is interrelated; GC §34090

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Water / WWTP	PW-066	Biosolids / Sewage Sludge Handling Logs and Weigh Tickets	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Code of Federal Regulations requires 5 years; 40 CFR 503.17; 40 CFR 122.41(j)(2); GC §34090
Water / Laboratory	PW-067	Lab Reports & Chains of Custody: **Wastewater**	Minimum 5 years		Mag, OD, Ppr	S / I	Yes - After QC & OD	Department preference; GC §34090
Water / WWTP	PW-068	Logs: Vac Con Trucks, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Water / WWTP	PW-069	Permits - **Wastewater Regulatory / Operating Permits**: Examples (CalARP, Cal OSHA, CERS, CUPA, NPDES, SWRCB, etc.)	Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 122.44; GC §34090 CCP §337 et seq.
Water / WWTP	PW-070	Reports - **Wastewater Reports to Regulatory Agencies**: Examples (CalARP, Cal OSHA, CERS, CUPA, NPDES, SWRCB, etc.)	Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 122.44; GC §34090 CCP §337 et seq.
Water / WWTP	PW-071	Sanitary Survey of Sewer System	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Water / WWTP	PW-072	Wastewater Treatment Plant NPDES Permits	Expiration + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; City's permit requires 5 years (Federal mandate is 3 years); 40 CFR §§122.21, 122.41, 122.44; CCP §337 et seq.
Water / WWTP	PW-073	Wastewater Treatment Plant NPDES Annual Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; City's permit requires 5 years (Federal mandate is 3 years0; 40 CFR §§122.21, 122.41, 122.44
Water / WWTP	PW-074	Wastewater Treatment Plant Operators Certificates (posting required)	When Superseded		Mag, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §34090
Water / WWTP	PW-075	Wastewater Treatment Plant Safety Training Certificates (posting required)	Minimum 5 years		Mag, OD, Ppr	S	Yes: After QC & OD	Department preference; 8 CCR §3203 et seq., 29 CFR 1627.3(b)(1), LC §6429(c); GC §§12946, 21960, 34090

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WATER RESOURCES & WATER CONSERVATION								
Water Resources & Conservation	PW-076	Conservation Programs / Rebate Programs / Check Requests / Toilets, Washers, Turf, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	(meets auditing standards); GC §34090
Water Resources & Conservation	PW-077	Conservation Reports / Consumption Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §60201
Water Resources & Conservation	PW-078	Consumer Confidence Report - Annual Water Quality Report	P		Mag, OD, Ppr	S / I	Yes - After QC & OD	Department preference; Required for 12 years or 2 compliance cycles; 22 CCR 64400.25; 22 CCR §64470, 40 CFR 141.33(a); 40 CFR 141.91
Water Resources & Conservation	PW-079	Sanitary Surveys of Drinking Water Systems	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	22 CCR §64470; GC §34090
Water Resources & Conservation	PW-080	Water Rights	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §60201
Water Resources & Conservation	PW-081	Water Supply Assessments, Studies, Reports / Stream Studies and Flow / Water Planning Studies	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §60201
Water Resources & Conservation	PW-082	Water System Variances	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §60201
WATER DISTRIBUTION & OPERATIONS (Use with "ALL Divisions" on first page)								
Water / Water Treatment Plant	PW-083	SCADA Database (Water)	Indefinite - Minimum 5 years		Mag			Data is interrelated; GC §34090

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Water / Water Treatment Plant	PW-084	Data Packets: Lab Reports & Chains of Custody / Tabular Summaries: ALL (Chain of Custody, Digestion or Prep Log, Tuning if applicable, Instrument Sequence, Calibration Curves, Raw Data, Certificate of Analysis, OCWD Certificate of Analysis)	P		Mag, OD, Ppr	S / I	Yes - After QC & OD	Department Preference for Groundwater Quality, which are co-mingled with other types of tests; Law requires 5 years; Actual laboratory reports may be kept, or data may be transferred to tabular summaries; 40 CFR 141.33 et seq.; 22 CCR §64470
Water / Water Treatment Plant	PW-085	Demonstrations of Capability, and MDLs / MDL Studies (Method Detection Limit)	P		Mag, OD, Ppr	S / I	Yes - After QC & OD	Department preference; GC §60201
Water / Water Treatment Plant	PW-087	Lab Reports & Chains of Custody: **Potable Water Bacteriological and Organics**	Minimum 5 years		Mag, OD, Ppr	S / I	Yes - After QC & OD	Department Preference; 40 CFR 141.33(a) and (b)(1); 22 CCR §64470
Water / Water Treatment Plant	PW-088	Lab Reports & Chains of Custody: **Potable Water Chemical** (Includes Chlorine Residuals)	Minimum 10 years		Mag, OD, Ppr	S / I	Yes - After QC & OD	Department preference; State law requires 12 years, Federal 10 years; 40 CFR 141.33(a); 22 CCR §64692
Water / Water Treatment Plant	PW-089	Lab Reports & Chains of Custody: **Potable Water Lead & Copper**	Minimum 12 years		Mag, OD, Ppr	S / I	Yes - After QC & OD	Required for 12 years or 2 compliance cycles; 22 CCR 64400.25; 22 CCR §64470, 40 CFR 141.33(a); 40 CFR 141.91
Water / Water Treatment Plant OR Fire Dept.	PW-086	Water Pressure, valve flushing and exercising for non-fire system components. (Fire hydrant information is held by the fire department.)	Minimum 20 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
WATER TREATMENT PLANT (POTABLE WATER)								
Water / Water Treatment Plant	PW-090	Corrective Actions (As a Result of a Violation) - Potable Water	Resolution + 3 years		Mag, Mfr, OD, Ppr	S	Yes - After QC & OD	40 CFR 141.33(b)(2); 22 CCR §64470
Water / Water Treatment Plant	PW-091	Monthly Reports - includes any Customer Concerns / Customer Complaints / Complaint Forms: Odor / Taste / Visual Complaints (Correspondence regarding Potable Water)	5 years		Mag, Mfr, OD, Ppr	S	Yes - After QC & OD	5 years is required in State and Federal law for any complaints; 40 CFR 122.41(j)(2) & 40 CFR 141.33(b); 22 CCR 64470(a)

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Water / Water Treatment Plant	PW-092	Plant Operator Log Books	5 years		Mag, Mfr, OD, Ppr	S	Yes - After QC & OD	Department Preference; Meets Department of Public Heath requirements; GC §34090
Lead Dept.	PW-093	Regulatory Reports / **Water Reports to Regulatory Agencies**: CalARP, CERS, Cal OSHA, DDW (Division of Drinking Water), DWR (Department of Water Resources), EPA, MS-4, NPDES, RMP, SWRCB (State Water Resources Control Board) ,etc.	Minimum 10 years		Mag, Mfr, OD, Ppr	S	Yes - After QC & OD	Department Preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 122.44; GC §34090 CCP §337 et seq.
Water / Water Treatment Plant	PW-094	Water Production Reads / Reports (to State DDW (Division of Drinking Water) / DWR (Department of Water Resources) / SWRCB (State Water Resources Control Board)	5 years		Mag, Mfr, OD, Ppr	S	Yes - After QC & OD	Department Preference; Meets California Department of Health requirements (3 years); GC §34090
Water / Water Treatment Plant	PW-095	Water Storage Tanks, Wells: Dive Videos	10 years		Mag, Mfr, OD, Ppr	S	Yes - After QC & OD	Department preference (covers 2 mandated cycles); GC §34090
Water / Water Treatment Plant	PW-096	Water Storage Tanks: Inspection Reports, Maintenance Records	P		Mag, Mfr, OD, Ppr	S	Yes - After QC & OD	Department preference; GC §34090
Water / Water Treatment Plant	PW-097	Water Treatment Plant NPDES Permits	Expiration + 5 years		Mag, Mfr, OD, Ppr	S	Yes - After QC & OD	Department Preference; City's permit requires 5 years (Federal mandate is 3 years); 40 CFR §§122.21, 122.41, 122.44; CCP §337 et seq.
Water / Water Treatment Plant	PW-098	Water Treatment Plant NPDES Annual Reports	5 years		Mag, Mfr, OD, Ppr	S	Yes - After QC & OD	Department Preference; City's permit requires 5 years (Federal mandate is 3 years0; 40 CFR §§122.21, 122.41, 122.44
Water / Water Treatment Plant	PW-099	Water Treatment Plant Operators Certificates (posting required)	When Superseded		Mag, Mfr, OD, Ppr	S	Yes - After QC & OD	Department preference; GC §34090

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RECORDS RETENTION SCHEDULE: PUBLIC WORKS
(Design Construction, Engineering, Environ Sustain., Fleet Facilities, Transportation)

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Water / Water Treatment Plant	PW-100	Water Treatment Plant Safety Training Certificates (posting required)	Minimum 5 years		Mag, Mfr, OD, Ppr	S	Yes - After QC & OD	Department preference; 8 CCR §3203 et seq., 29 CFR 1627.3(b)(1), LC §6429(c); GC §§12946, 21960, 34090

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Hometown Grants
T-Mobile

9/25/2023

I was honored when the Laws Railroad Museum asked me to write a letter of support for them regarding the Hometown Grant they are applying for. Laws has been a part of my life and memories for as far back as I can remember. As Mayor of the City of Bishop, California, I can attest to the value they play in our economic base, as a community gathering place, teaching and preserving our past, and also as a destination for those looking for a touch of simpler days.

Since 1960, Laws has been functioning on an almost 100% volunteer base, with the County of Inyo and City of Bishop providing limited funding. The statement below from Southern Pacific Railroad Company sums up what the importance of this location means to the community, and world.

The gift deed from the Southern Pacific Company to the county and city reads as follows: "In appreciation of the interest of Inyo County and the City of Bishop in preserving the memory of the Far West's last common carrier narrow gauge railroad, the Keeler Branch, Southern Pacific Company is pleased to donate steam locomotive No.9 together with other rolling stock, and the Laws Station building and surrounding installations for safekeeping in behalf of generations to come."

At the time that the railroad shut down its operations, the village of Laws which had grown up around the rail yard had disappeared. That village has been recreated by moving in historic buildings from around the Owens Valley and they now contain many artifacts and exhibits illustrating early life in the Owens Valley. There are collections photographs, writings, native American art, farming implements, books, and other authentic items within its many buildings and displays.

Laws and their volunteers have done an amazing job of keeping the past alive, but they need financial help in repairing and updating aging infrastructure. I ask for your consideration in awarding Laws Railroad Museum a grant so that they can continue to provide this irreplaceable link between past, present, and future generations.

Thank you for this opportunity and consideration,

Jim Ells
Mayor, City of Bishop

"Our aim is to discover, procure, and preserve whatever may relate to the natural, civic, literary and ecclesiastical history of our area, and to establish and maintain collections."

Agenda Item: 15.A
Date of Meeting: October 23, 2023
Department: Finance

STAFF REPORT

To: City Council

From: Ethan Aukee

Subject: **FY 2022-2023 Grants in Support Final Reports**

Prepared On: October 9, 2023

Attachments: Bishop Museum and Historical Society
C5 Studios
Eastside Student Center
Inyo Council for the Arts
United Methodist Social Services

Background/History:
Grantees of the City of Bishop FY 2022-2023 Grants in Support Program are required to submit a final grant report no later than September 30th, 2023. The final reports received are attached for City Council review.

Analysis/Discussion:
To summarize the FY 2022-2023 Grants in Support Program:

Total grants awarded: 10

Grants reimbursed: 5 completely reimbursed, 1 partially reimbursed*

Final reports received and included for review: 5

*One grantee submitted a request for partial reimbursement with intentions of submitting an additional expense report. Deadline has passed for additional submissions; grantee has been informed and a final report has been requested.

Economic Impacts:
The grants awarded during FY 2022-2023 provided for consumable services to the residents of the City of Bishop and its surrounding areas.

Budget Impacts:
The approved budget amount for Grants in Support for FY 2022-2023 was $68,900.

The amount of funding remitted to grantees for qualified reimbursements was $39,925.67.

$28,974.33 was approved for award, however, due to the below listed reasons, was not remitted to grantees.

- Grantee requested/received a partial reimbursement of total approved funding
- Grantee unable to meet grant requirements pursuant to agreement
- Grantee did not submit expense report for review and reimbursement
- Grantee did not complete a grant agreement

Legal Review:
Legal review is not required for this item.

Recommended Action:

Approved By: Ethan Aukee / 10/9/2023
Approved By: Robin Picken 10/10/2023
Approved By: Nora Gamino 10/10/2023
Approved By:

August 29, 2023

City of Bishop
377 West Line Street
Bishop CA 93514

Regarding: 2022-2023 Grant-In-Support Final Report

Dear Ethan:

On behalf of the Board of Directors, I want to thank you for your continued support of Laws Railroad Museum and Historical Site.

Attached please find our Grant In Support Final Report.

Should you have any questions or need further information, please feel free to call on us at any time.

Sincerely:

Raven Angeles

Bishop Museum & Historical Society
Administrator

Bishop Museum & Historical Society
dba Laws Railroad Museum & Historical Site
PO Box 363 Bishop CA 93515
(760) 873-5950
LawsRailroadMuseum@gmail.com

Bottoms Up Project

Refurbish the Bottle House to enhance the display with several hundred items held in storage. Add educational elements to the display to elevate the Bottle House experience. Repair entry stairs and ramp for safer access and egress.

Impact

Culture – Restoring historic buildings connect us to the past. They are physical reminders of what came before us and help to create a sense of culture in a community. Historical buildings give us a way to study the past and make sense of the communities that came before us. Old buildings have unique characteristics that can be difficult to replicate in new commercial builds. You may be able to make a new structure look similar to the old, but it won't feel the same unless the same building techniques and materials are used.

Education - Preserving historic buildings act as learning tools not only for architects and builders, but students and communities as well! Think of all the tangible education that would be lost if historic buildings were demolished instead of preserved or restored. Visiting old structures is a way for architects and builders to study past techniques and design, and students and others can learn about what came before them and what might have influenced the present day. It is imperative we restore historic structures and use them as educational tools.

Economy - Not only does historic restoration benefit culture and education, but it also helps to boost the economy. Think about all the tourism dollars that could aid a community by keeping these structures alive, well, and as close to the way they were in their heyday. Preserving or restoring old structures is good for business. It benefits travel and tourism, of course, but also helps to create jobs. There are many specialists who pride themselves in the knowledge needed for correctly restoring, preserving, and maintaining old buildings.

Environment - Any form of restoration is environmentally friendly compared to a new build. You are not wasting materials, or creating a need for new ones. Also, rehabilitating existing structures can make them more eco-friendly or durable to lessen maintenance costs. With historic restoration or preservation, you can return a structure to its original look while also making it more energy efficient.

Bishop Museum & Historical Society
dba Laws Railroad Museum & Historical Site
PO Box 363 Bishop CA 93515
(760) 873-5950
LawsRailroadMuseum@gmail.com

Goals

We are delighted to report our initial goals have been met. Our visitors are delighted with the results, many commenting on specific areas and most are appreciative of the information and educational additions.

Population served - Laws Railroad Museum and Historical Site had just over 38,600 visitors this fiscal year. On both Trip Advisor and Yelp the museum is listed as the number 2 attraction in the Bishop area, only behind the Bristlecone Pine Forest. Our volunteers strive to give visitors a great experience and have logged 7263.5 hours this fiscal year. Our staff of three work tirelessly to preserve, enhance and conserve the grounds, structures, and collections entrusted to us. We have over 530 active members of the museum of those 237 are Bishop area residents.

Expense Report

Display	$ 3,541.33
Materials	$ 4,463.98
Subtotal	$ 8,005.31
Less overage	$ 5.31
Total	$ 8,000.00

Bishop Museum & Historical Society
dba Laws Railroad Museum & Historical Site
PO Box 363 Bishop CA 93515
(760) 873-5950
LawsRailroadMuseum@gmail.com

LAWS
RAILROAD & MUSEUM
HISTORICAL SITE









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PO Box 363 Bishop CA 93515
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LAWS
RAILROAD & MUSEUM
HISTORICAL SITE





THANK YOU!

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dba Laws Railroad Museum & Historical Site
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LawsRailroadMuseum@gmail.com

City Of Bishop
2022/23 Grant In Support

FINAL REPORT

Name of Organization: Eastern Sierra Artists dba C5 Studios Community Arts Center

Project Title: C5 Studios After School Arts Programming - Arts and Nature Connection for school aged children

A. SERVICES PROVIDED – Describe the project/program or services provided and how it benefited the community. From the evaluation method used to measure the success of the project/program implemented, describe the outcome and its impact on the community

C5 Studios Community Arts Center requested funding to support the development and launch of a brand new After-School Arts Program, offering arts, movement and nature connection-based sessions during after school hours for school-aged children (K-12).

We knew from our own research conducted via conversations with parents in the community that many working parents find it difficult to find childcare during after-school hours, and our research indicated a strong sense of parents wanting their kids to be engaged in something inspiring, creative, productive and social, rather than engaging with technology. We also recognized that there was a strong need within the community for music lessons for children, as these were not readily available.

Our goal was to provide engaging, creative after-school opportunities for children to enrich their lives, offer opportunities for connection with peers and positive adult role models and to support the many local families who are in need of regular, part-time childcare solutions during after-school hours.

The program itself launched on April 11th, 2023 running Tuesday through Friday 2.30pm - 5pm each afternoon, with families permitted to enroll their children to attend on two afternoons per week for a 4 week block. C5 Studios was able to negotiate a generous sponsorship from Manor Market, who subsidized the purchase of healthy snacks to provide for the children to keep their creativity and inspiration fueled for the afternoon.

Our method of evaluation was using informal interviews and check-ins with the young participants themselves and their parents/carers to evaluate the extent to which participants felt engaged, socially connected and excited to participate in the program, and to gain feedback from parents about how they felt the program supported their children's creativity and enriched their lives. We also requested feedback through online feedback forms. All the feedback that we received was enormously positive, with many young people expressing how valuable opportunities to engage in creative, expressive arts activities are to them. The program was offered in two 4-week blocks, with priority given in the second block to students who had not attended in the first block. A testament to the success of the program was that a number of students registered in the first block chose to return for the second block, and many also returned to C5 Studios for our Summer Arts Camps, siting their positive experiences in the After School Arts Program as the reason for the enthusiasm about our summer programming.

B. PROJECT GOALS – Describe how the project/program achieved the goals and objectives identified in the submitted funding application.

Our objectives and how they were achieved are outlined below:

1. To develop a program of regular, engaging, enriching after school arts and nature connection opportunities for children from K-12.

   This objective was achieved through the provision of two blocks of our After School Arts Program, the first running from 4/11/2023 to 5/5/2023 and the second running from 5/9/2023 to 6/2/2023. Each 4 week block involved two separate cohorts of children registered to attend sessions at C5 Studios from 2.30pm - 5pm on two days a week (either on a Tuesday + Thursday schedule, or a Wednesday + Friday schedule). Feedback from children and parents reflected that all participants felt sessions were supportive, engaging, fun and creative

and that they enriched their lives by offering access to creative opportunities they do not otherwise have access to.

2. To engage new teachers and mentors of arts and nature connection in offering a diverse range of arts and nature-focused after school sessions

   This objective was achieved through the employment, training and mentorship of Diana Ortiz who was employed as out After School Arts Program Coordinator. With a background in music, Diana came to use with an interest in working with children but no prior experience teaching. Through a rigorous process of observing mentors Erin Boehme and Naomi Hart Johnson, undergoing a schedule of training and ongoing support, we are proud to say that the community has gained a new teacher and mentor in the arts who we are proud to have on our team at C5 Studios. In addition to sessions led by Diana, we invited various local artists to be involved as visiting artists to lead occasional sessions to further enrich the opportunities we were offering the children, and this is an aspect of the program that we hope to develop further when we begin offering the After School Arts Program again in the new academic year.

3. To offer after-school introductory music lessons (individual and group-based) with local musicians and teaching artists

   This objective was achieved by offering group-based music sessions to the students during the program sessions exploring rhythm, body percussion and song. Following their participation in the After School Arts Program some of the students are now attending private music lessons with Marty Tiernan, our music teacher here at C5 Studios.

4. To support local families and working parents who struggle to find after school hours childcare that is affordable, enriching and inspiring for children.

   This objective was achieved by designing and providing a program that allowed students to arrive at sessions when they finished their day at school, with the flexibility to welcome students of a variety of ages at different times according to the times their school day ended. A number of our older students were able to walk to C5 Studios independently, which we understand is very supportive to families with

both parents working and little flexibility in their hours. In order to ensure that the program was inclusive and accessible to all we offered a sliding scale payment system with families able to choose between 3 tiers of pricing according to their own financial situation. We also offered a scholarship program which allowed families to request financial aid and to attend the program, at a significantly reduced cost.

5. To provide local artists the opportunity to become Artist Teachers and develop multi-generational learning and mentorship opportunities within our community

   This objective was achieved by connecting with local artists to invite their participation in the program as visiting artists and mentors. Most notable within this objective was the regular attendance at After School Arts Program sessions of two young artists aged 13 - just a little older than all the participating students. These young mentors assisted the program teachers and coordinator with supporting students in their work, preparing snacks and tidying after snack time and cleaning up after sessions. At C5 Studios we recognize the value of older students offering mentorship and support to younger students who look up to them.

C. NUMBER SERVED BY GRANT – Describe the target population served by the project/program, and the number of City residents as well as the total number of people served by the grant funds during the reporting period.

The target population served by the program was children aged 6-12 and their families.

Total number of City residents served (actual participants of the program) - 28 children from 24 different families (4 families enrolled multiple children)

D. TOTAL EXPENDITURES – Describe in detail how the grant funds received were spent.

Explanation of use of Grant funds:

We were awarded $7,500 and our use of the grant funds was as follows:

Expense	Description	Amount	Amount covered within grant budget
Art Materials	Purchase of art materials needed for arts workshops and classes and materials packs for participants from Blick	$993.90	**$993.90** (Budgeted amount was $1000)
Artist Teachers' Fees	After School Program Coordinator Diana Ortiz was employed to lead the program	$4,731.38	**$4,000**
C5 Studios Program Management	Web Design to support online registration, staff training and curriculum planning, additional insurance costs in accordance with grant requirements	$1,650	**$1,500**
Administration and space rental	Space rental costs to hold sessions at C5 Studios	$1,440	**$1,000**
		Total:	**$7,493.90**

- Please note the following small change from the original budget: Our original budget allowed $200 for marketing and promotion, but we decided these funds were better used towards space rental costs so that we could ensure the program continued long enough to allow two blocks and to include more children in the program. Marketing and promotion costs were covered outside of the grant funding, and we used press releases to ensure that local newspapers and radio stations were able to support promotion of the program effectively.

E. ATTACHMENTS:

- **Invoices/receipts** – Attach copies of invoices for ALL expense invoices paid by City grant funds as outlined in the project line item budget.
- **Color photograph(s) -** Attach one (1) to three (3) photographs of the program for which grant was awarded.

Please find attached invoices/receipts:

1. Art Materials: Blick Order Confirmation/Invoice
2. Artist Teacher Fees - Payroll Summary for Diana Ortiz
3. Artist Teacher Fees - Payroll Transaction Details for Diana Ortiz
4. C5 Studios Program Management and space rental - C5 Studios Invoice

Please find attached color images:

1. Photograph of an After School Arts Program student working on their artwork, 4/28/2023
2. Image from our website showing our online gallery of work produced in the After School Arts Program (found at www.c5studios.org/asap-gallery)
3. Images of Inyo Register article from 6/29/2023 about the gallery show that we created to display work from C5 programming including the After School Arts Program (PDF - 2 pages)

We would like to take this opportunity to sincerely thank the City of Bishop for making this grant available to us so that we have been able to continue to do worthwhile work in our community!

THANK YOU!!

The Inyo Register

THURSDAY, JUNE 29, 2023 | INYOREGISTER.COM | SERVING THE EASTERN SIERRA AND BEYOND SINCE 1870 | 75¢

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QUOTE OF THE DAY

"I am a holy man minus the holiness."

– *E.M. Forster*

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Horizon Publications, Inc.
Vol. 153, Issue 77

New C5 Studios exhibit features inhouse art

Show that opens Friday celebrates the 'five Cs'

Register Staff

C5 Studios Community Arts Center presents a new show of vibrant, exciting artwork created by local youth and adults through C5 Studios creative arts programs.

The new show, opening on Friday June 30, at 5 p.m., is titled "Create, Connect, Converse, Construct & Contribute," which is the mission statement of the arts center on Warren Street, Bishop. These five "C" words also provided inspiration for the name "C5 Studios," so it is a fitting title for the first exhibition of work created within the arts center's programs.

In the words of C5 Studios directors Erin Boehme and Naomi Hart Johnson, "the mission of C5 Studios is referenced in our name which reflects the five Cs central to our intentions - Create, Converse, Connect, Construct and Contribute. We are committed to using creative and arts-based opportunities as a connecting force and a pathway to resolving broader community issues."

The two note that "the arts have always had the power to drive positive change, challenge the status quo, share perspec-

See ART ▶ Page 4



Artwork created by local artists through C5 Studios programming.

Photo courtesy of C5 Studios

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ART

Continued from front page

tives and increase empathy, understanding and awareness and we see it as paramount to our existence to hold space for people to come together to work through these essential processes. We are here to enable the arts to be the force for healing and change we know they can be in our community."

They said one of C5 Studios priorities is to offer a safe space where people of all ages are invited to explore, experiment and express their experiences and ideas, "and this show celebrates the people who have visited C5 or worked with our staff off-site and the incredible artwork they have created."

Create, Connect, Converse, Construct & Contribute brings together the work of children, young people and adults who have participated in C5 Studios programming, including the new after school arts program, visits from Bishop Elementary School and partnerships with Home Street Middle School, Wild Roots Forest School, Sacred Rok, Inyo County Probation and Inyo-Mono Association for the Handicapped.

The C5 Studios directors also hope this show will celebrate and recognize the financial support shown for these programs through grants awarded by the city of Bishop, sponsors of the after school arts program, Mammoth Mountain Community Foundation, sponsors of the partnership with HSMS, and



Artwork created by local artists through C5 Studios programming.

Photo courtesy of C5 Studios

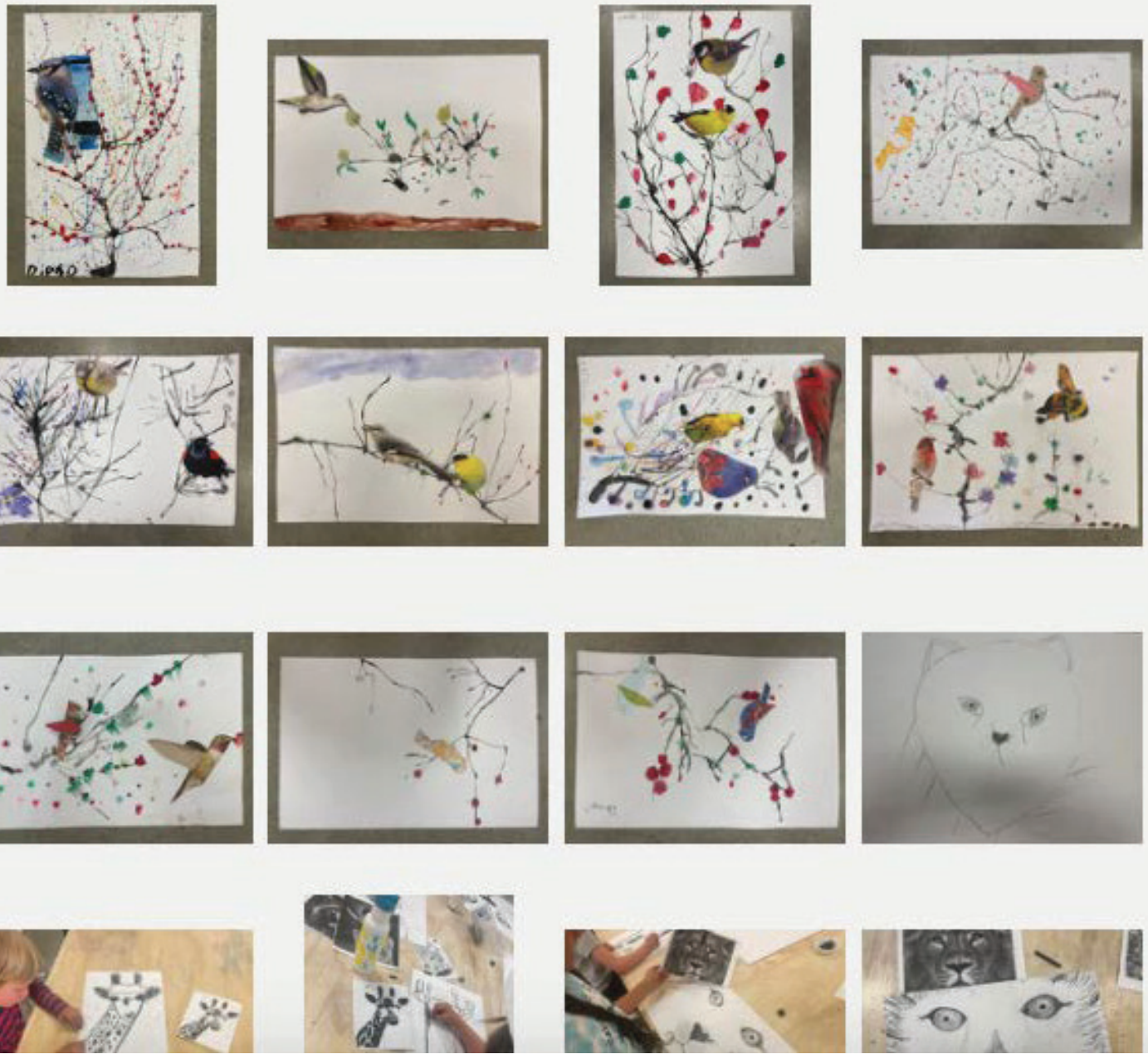
California Arts Council, whose funding supported the development of new partnerships with local organizations such as Sacred Rok, Eastern Sierra Pride and IMAH and also allowed C5 to offer free-of-charge classes and workshops for young people from the general public.

The show opens to the public on Friday, June 30, with a reception from 5 – 7.30pm. All are welcome.

After School Arts Program Online Gallery

Welcome to our After School Arts Program Online Gallery!

All artwork shown here has been created within the After School Arts Program at C5 Studios.





2022/2023

CITY OF BISHOP GRANT-IN-SUPPORT FINAL REPORT

Empower the youth of the Eastside Community

PREPARED BY
Jordan Rose
jordan@eastsidestudentcenter.org

PROJECT DETAILS

Name of Organization

Eastside Student Center

Project Title

Eastside Student Center Building Revitalization Project





SERVICES PROVIDED

Describe the project/program or services provide and how it benefitted the community. From the evaluation method used to measure the success of the project/program implemented, describe the outcome and its impact on the community.

Funds from the City of Bishop Grant-in-Support provided to Eastside Student Center were used to begin an extensive cosmetic revitalization of the Center's new location. The building at 162 W Line St. was transformed from a dingy, run-down retail space to a bright, welcoming and exciting space where students are able to gather after school each day. The building was deep cleaned, painted, re-floored, furnished and decorated using funds from the City of Bishop.

Due to this revitalization, the Eastside Student Center is now equipped to offer more programs specific to the needs of the students. The building is now prepared with a large central room, with many tables and work-stations where students are able to work together and participate in large group activities. The Center also now has a quiet study room where students are able to work quietly on homework/projects, etc.

For the first time, the youth of our community have a space just for them, where they can gather and feel safe and welcomed to be themselves. Eastside Student Center will be open every school day this year until 5:30, with an additional 30 non-school days in their new location.

Evaluation Method from Grant Application Narrative:

- Success of the project will be measured in two specific ways: the quality of the revitalization of the building, and the impact it has for the programs at the Eastside Student Center. Quality will be measured by the overall increase in appeal of the building. By cleaning up both the interior and exterior, this project will benefit the community at large and the organization as well. Programs at the Eastside Student Center will be impacted positively as well, in that the new, revitalized building will provide more space, with more specific areas that are conducive to specific programs (study groups, art classes, etc.).

PROJECT GOALS

Describe how the project/program achieved the goals and objectives identified in the submitted funding application:

This project achieved the goals outlined in the funding application in the following ways:

- Created a welcome, clean and bright space for the youth to gather after school.
- Expanded and diversified usable space for Eastside Student Center programs.
- Expanded from 2 days/week to 5 days/week with the opening of new location.
- Expanded community reach by being in a more visible location and creating a visually appealing space for students.

Project Goals Outlined in Grant Application Narrative:

- The goals and objectives of this project are to create a welcoming, clean, and warm environment for the youth of the Bishop community and surrounding areas to gather during out-of-school time. The organization's goal is to serve any and all students between 6-12 grade. While Eastside Student Center currently serves between 30 and 75 students 2 days per week in their current location, this new space will allow them to serve a greater number of students up to 5 days per week.
- Eastside Student Center is filling a huge need in the community by providing a consistent and safe space for students to be when not in school. Creating a larger, more inviting space will allow the organization's reach to further expand, and have a larger impact on the community as a whole.

NUMBERS SERVED

Describe the target population served by the project/program, and the number of City residents as well as the total number of people served by the grant funds during the reporting period.

Target Population

The Target Population for this for this project was students in grades 6-12 in the City of Bishop and surrounding areas (Bishop Unified School District boundaries)

Numbers Served

After the Project was completed, Eastside Student Center served 35 unduplicated students in grades 6 - 9. Of those students, 31 were City of Bishop residents.

Future Planning

In the coming school year, Eastside Student Center plans to serve over 100 unduplicated students in grade 5-8 at their new, revitalized location.

TOTAL EXPENDITURES

Describe in detail how the grant funds received were spent.

Eastside Student Center received a total of $8,000 in funds from the City of Bishop Grant-in-Support.

CATEGORY	DESCRIPTION	TOTAL
Flooring	New vinyl plank flooring for Center - 1,125 sq ft.	• $1,213.65
Flooring Supplies	**Underlayment, tape, transitions, etc.**	• **$313.89**
Furniture	Couches, tables, chairs, cabinets, etc.	• $5,964.77
Paint	**Interior paint for walls and back mural.**	• **$192.91**
Paint Supplies	Brushes, rollers, tape, paper, trays, spackle, etc.	• $233.43
Miscellaneous	**Light switches, outlet covers, tools, etc.**	• **$81.35**

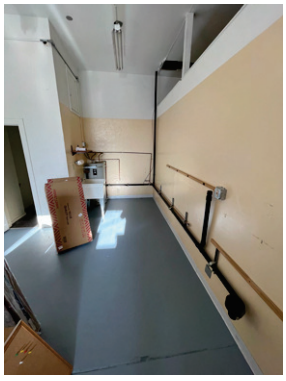
APPENDIX A

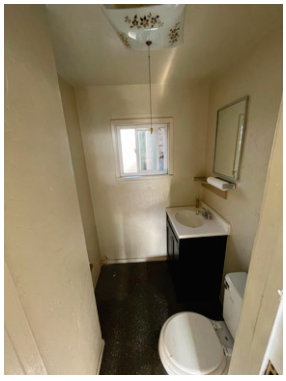
Below are before, during and after photographs of the project funded by the City of Bishop Grant-in-Support:

Before

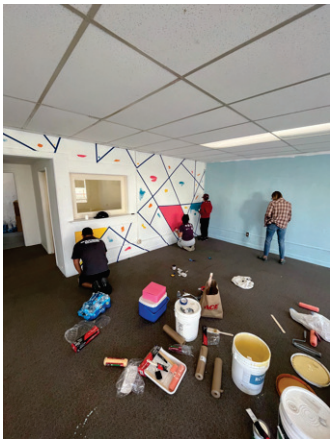
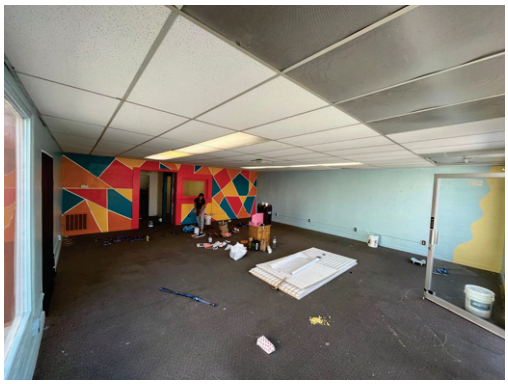
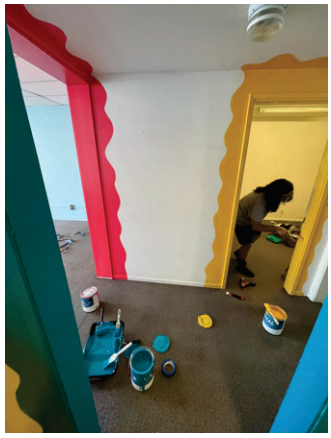








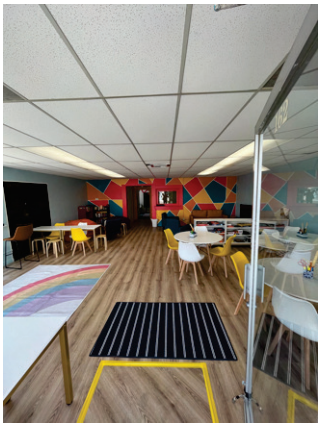
During

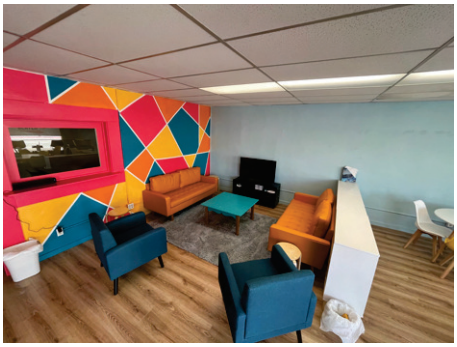
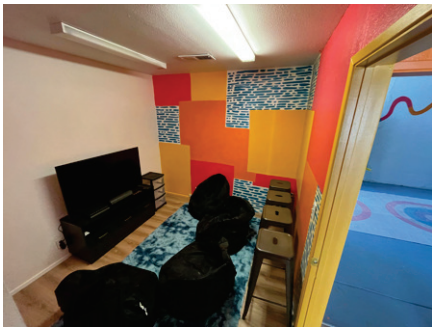
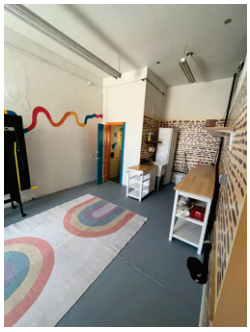
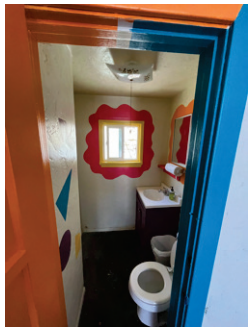
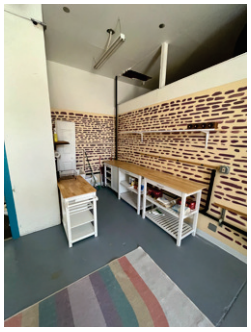
APPENDIX A

Below are before, during and after photographs of the project funded by the City of Bishop Grant-in-Support:

After

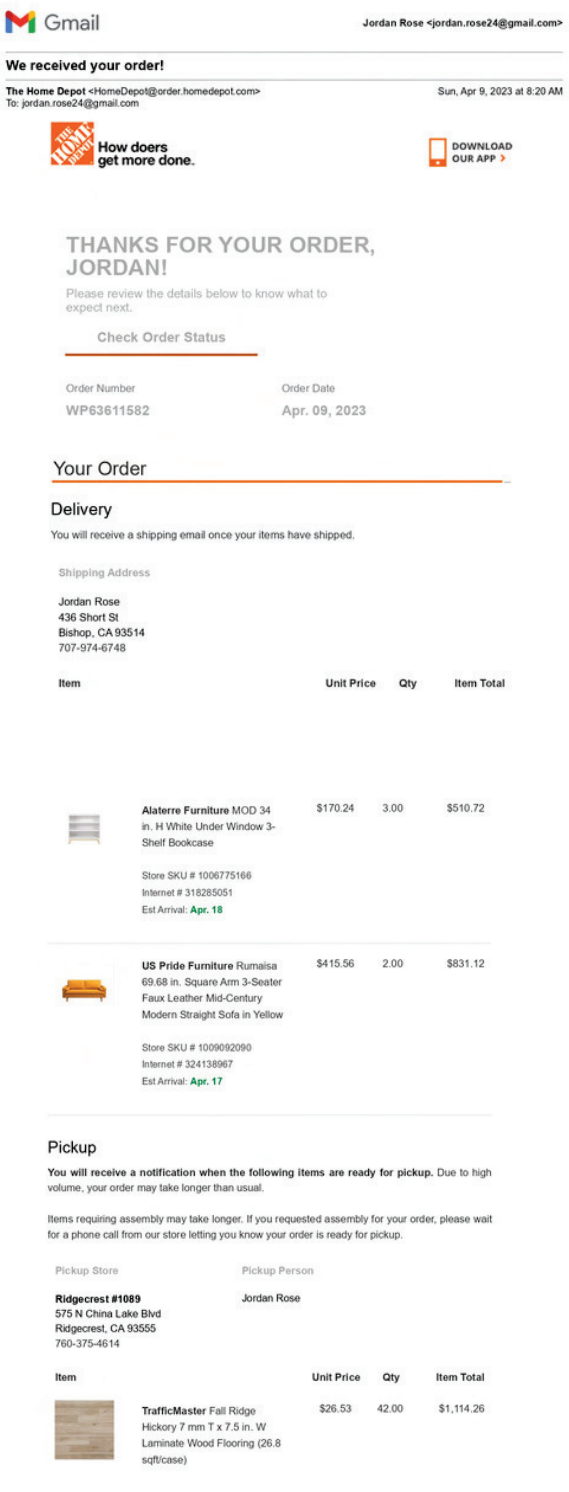






APPENDIX B

Invoices + Receipts



Gmail Jordan Rose <jordan.rose24@gmail.com>

We received your order!

The Home Depot <HomeDepot@order.homedepot.com> Sun, Apr 9, 2023 at 8:20 AM
To: jordan.rose24@gmail.com

How doers get more done. DOWNLOAD OUR APP >

THANKS FOR YOUR ORDER, JORDAN!

Please review the details below to know what to expect next.

Check Order Status

Order Number	Order Date
WP63611582	Apr. 09, 2023

Your Order

Delivery

You will receive a shipping email once your items have shipped.

Shipping Address

Jordan Rose
436 Short St
Bishop, CA 93514
707-974-6748

Item	Unit Price	Qty	Item Total
Alaterre Furniture MOD 34 in. H White Under Window 3-Shelf Bookcase Store SKU # 1006775166 Internet # 318285051 Est Arrival: **Apr. 18**	$170.24	3.00	$510.72
US Pride Furniture Rumaisa 69.68 in. Square Arm 3-Seater Faux Leather Mid-Century Modern Straight Sofa in Yellow Store SKU # 1009092090 Internet # 324138967 Est Arrival: **Apr. 17**	$415.56	2.00	$831.12

Pickup

You will receive a notification when the following items are ready for pickup. Due to high volume, your order may take longer than usual.

Items requiring assembly may take longer. If you requested assembly for your order, please wait for a phone call from our store letting you know your order is ready for pickup.

Pickup Store	Pickup Person
Ridgecrest #1089 575 N China Lake Blvd Ridgecrest, CA 93555 760-375-4614	Jordan Rose

Item	Unit Price	Qty	Item Total
TrafficMaster Fall Ridge Hickory 7 mm T x 7.5 in. W Laminate Wood Flooring (26.8 sqft/case)	$26.53	42.00	$1,114.26

Costway 4-Tier White Wood Kitchen Island Trolley Cart Storage Cabinet with Wine Rack Store SKU # 1006844749 Internet # 318642916 Est Arrival: **Apr. 13**	$160.29	2.00	$320.58
Dekorman Laminate Flooring Blue Foam Underlayment 3.6 ft W x 27.9 ft L x 2 mm T (100 sq.ft/roll) Store SKU # 1003564434 Internet # 306722713 Est Arrival: **Apr. 14**	$18.33	11.00	$201.63
Roberts Seam Guard 1-7/8 in. x 100 ft. x 0.005 in. Underlayment Tape Roll Store SKU # 1001711865 Internet # 300588264 Est Arrival: **Apr. 11**	$6.47	1.00	$6.47
Casual Home American Trails Sunrise White Kitchen Island with Natural Wood Top Store SKU # 1002718156 Internet # 303006671 Est Arrival: **Apr. 13**	$145.48	2.00	$290.96

Internet # 319591677

Check Order Status

Subtotal	$3,275.74
Shipping	FREE
Sales Tax	$292.20
Express Delivery	$0
Order Total	**$3,567.94**

Paid with Credit Card ending in 5947

SAVE $5 NOW & HUNDREDS LATER SAVINGS DELIVERED RIGHT TO YOUR INBOX SIGN UP TODAY >

SPECIAL BUY SAVINGS WHILE SUPPLIES LAST SHOP ONLINE NOW >

$5 OFF + SAVINGS TEXTED RIGHT TO YOUR PHONE SIGN UP FOR MOBILE ALERTS >

SPECIALS & OFFERS FIND AMAZING ITEMS AT NEW LOW PRICES START SAVING >

YOU MIGHT ALSO LIKE

- Brynn 76 in. Black Faux Leather Upholstered 3 Seat Square Arm Sofa with Removable Cushions and Buttonless Tufting — Shop Now >
- Nobles 75.2 in. Yellow Faux Leather 2-Seat Sofa with Thick Cushions — Shop Now >
- Benton 76 in. Cognac Faux Leather Upholstered 3-Seat Sofa Couch — Shop Now >
- Rumaisa 69.68 in. Square Arm 3-Seater Faux Leather Mid-Century Modern Straight Sofa in Red Orange — Shop Now >

APPENDIX B

Invoices + Receipts

Walmart

Apr 26, 2023 order
Order# 2000109-43879072

Yaheetech Set of 4 Modern Dining Chairs Scandinavian Style Arm Chair with Armrests Backrest and Wooden Legs for Kitchen Lounge Living Room Waiting Room, Gray	Qty 1	$72.99
GEZEN 39" Home Kitchen Dining Table with Gold Frame, White	Qty 2	$137.98
Novashion 5ft x 8ft Shaggy Area Rugs for Bedroom Living Room, Fluffy Rug Plush Decorative Rug for Indoor Home Floor Carpet	Qty 1	$40.99

Subtotal	~~$277.95~~
Savings	-$25.99
	$251.96
Taxes	$22.05
Total	**$274.01**
Payment method	Ending in 5947

Walmart

Apr 26, 2023 order
Order# 2000109-43879072

Yaheetech Set of 4 Modern Dining Chairs Scandinavian Style Arm Chair with Armrests Backrest and Wooden Legs for Kitchen Lounge Living Room Waiting Room, Gray	Qty 1	$72.99
GEZEN 39" Home Kitchen Dining Table with Gold Frame, White	Qty 2	$137.98
Novashion 5ft x 8ft Shaggy Area Rugs for Bedroom Living Room, Fluffy Rug Plush Decorative Rug for Indoor Home Floor Carpet	Qty 1	$40.99

Subtotal	~~$277.95~~
Savings	-$25.99
	$251.96
Taxes	$22.05
Total	**$274.01**
Payment method	Ending in 5947

Walmart

Apr 21, 2023 order
Order# 2000108-82718317

GEZEN 39" Home Kitchen Dining Table with Gold Frame, White	Qty 1	$68.99
GEZEN 39" Home Kitchen Dining Table with Gold Frame, White	Qty 1	$68.99
GEZEN 39" Home Kitchen Dining Table with Gold Frame, White	Qty 1	$68.99
TOPVISION Sound Bar for TV, Soundbar with Subwoofer, Wired & Wireless Bluetooth 5.0 3D Surround Speakers, Optical/AUX/RCA/USB Connection, Wall Mountable, Remote Control	Qty 3	$113.97

Subtotal	~~$506.94~~
Savings	-$186.00
	$320.94
Taxes	$28.08
Total	**$349.02**
Payment method	Ending in 5947

APPENDIX B

Invoices + Receipts

Walmart

Apr 09, 2023 order
Order# 2000108-74167768

Howard 30inch Stackable Metal Stool, Set of 4, Include 4 Stools Gunmetal Color, Backless Style	Qty 1	$112.00
Mainstays 42inch Round Modern Dining Table Mid Century Style, Include 1 Table, Beech and White Color	Qty 1	$139.00
Mainstays 42inch Round Modern Dining Table Mid Century Style, Include 1 Table, Beech and White Color	Qty 1	$139.00
Mainstays 42inch Round Modern Dining Table Mid Century Style, Include 1 Table, Beech and White Color	Qty 1	$139.00
Howard 30inch Stackable Metal Stool, Set of 4, Include 4 Stools Gunmetal Color, Backless Style	Qty 1	$112.00
Mainstays 3-Door TV Stand Console for TVs up to 50", Blackwood	Qty 1	$109.00
Mainstays 3-Door TV Stand Console for TVs up to 50", Blackwood	Qty 1	$109.00
Lacoo Dining Chair Modern Style DSW Upholstered Dining Chair Indoor Kitchen Dining Living Room Side Chairs with Classic Shell and Beech Wood Legs Set of 4 (White)	Qty 1	$109.99
Lacoo Dining Chair Modern Style DSW Upholstered Dining Chair Indoor Kitchen Dining Living Room Side Chairs with Classic Shell and Beech Wood Legs Set of 4 (White)	Qty 1	$109.99
Yaheetech Set of 4 Modern Dining Chairs Scandinavian Style Arm Chair with Armrests Backrest and Wooden Legs for Kitchen Lounge Living Room Waiting Room, Gray	Qty 1	$82.98
Yaheetech Set of 4 Modern Dining Chairs Scandinavian Style Arm Chair with Armrests Backrest and Wooden Legs for Kitchen Lounge Living Room Waiting Room, Gray	Qty 1	$82.98
Set of 4 18" Stacking Stool Round Dining Chair Backless Wood Home Decor	Qty 1	$99.99
Set of 4 18" Stacking Stool Round Dining Chair Backless Wood Home Decor	Qty 1	$99.99
GEZEN 39" Home Kitchen Dining Table with Gold Frame, White	Qty 1	$68.99
Smile Mart Modern Fabric Tufted Accent Arm Chair for Living room, Navy Blue	Qty 1	$125.00
GEZEN 39" Home Kitchen Dining Table with Gold Frame, White	Qty 1	$68.99
GEZEN 39" Home Kitchen Dining Table with Gold Frame, White	Qty 1	$68.99

GEZEN 39" Home Kitchen Dining Table with Gold Frame, White	Qty 1	$68.99
Smile Mart Modern Fabric Tufted Accent Arm Chair for Living room, Navy Blue	Qty 1	$125.00
Lacoo Dining Chair Modern Style DSW Upholstered Dining Chair Indoor Kitchen Dining Living Room Side Chairs with Classic Shell and Beech Wood Legs Set of 4 (Yellow)	Qty 1	$104.99
Homall Barstools High PU Leather Counter Bar Stool With Back and Footrest Set of 2, Light Brown	Qty 1	$107.98
Homall Barstools High PU Leather Counter Bar Stool With Back and Footrest Set of 2, Light Brown	Qty 1	$107.98
Homall Barstools High PU Leather Counter Bar Stool With Back and Footrest Set of 2, Light Brown	Qty 1	$107.98
Lacoo Dining Chair Modern Style DSW Upholstered Dining Chair Indoor Kitchen Dining Living Room Side Chairs with Classic Shell and Beech Wood Legs Set of 4 (Yellow)	Qty 1	$104.99

Subtotal	~~$2740.04~~
Savings	-$235.24
	$2504.80
Shipping	$79.96
Taxes	$219.16
Total	**$2803.92**
Payment method	VISA Ending in 5947

APPENDIX B

Invoices + Receipts







APPENDIX B

Invoices + Receipts







Inyo Council for the Arts

Community Art Days
Advertising = $920.69
Art Supplies = $685.78
Artist Stipends = $500
Musicians, Artists, Sound = $1,900
Production Costs = $993.53

Subtotal Reimbursed: $5,000.00

School Art Days
Artistic Salaries = $2,400
Art and Craft Supplies = $2,600

Subtotal Reimbursed: $5,000.00

TOTAL REIMBURSED: $10,000.00

001-019-52131 = $10,000.00
EA

ATTACHMENT A

AGREEMENT BETWEEN CITY OF BISHOP

AND INYO COUNCIL FOR THE ARTS FOR PROVISION OF GRANT-IN-SUPPORT PROGRAM SERVICES

TERM:

FROM: NOVEMBER 28, 2022 TO: June 30, 2023

SCOPE OF WORK AND BUDGET:

1. Funded Activities/Service (Grant-in-Support): Listed in Project Proposal Narrative

Project #1 School Art Days

Provide arts and crafts instruction and projects including take home projects for approximately 850 TK-5th grade students at Bishop Elementary School – to be conducted over 3 days

Artistic salaries	$ 2,400.00
Art and craft supplies	2,600.00
Total city funded costs	$ 5,000.00 ✓

Provide a Community Art Day at the Bishop City Park to include hands on arts and crafts projects, an arts and crafts show of community artists, music and dance performances and workshops, and food vendors. All activities will be free of charge for all.

Project #2 Community Art Days

Artist stipends and prep costs	$ 500.00
Musicians/sound techs/dancers	2,750.00
Art and craft supplies	1,000.00
Advertising	750.00
Total city funded costs	$ 5,000.00 ✓

Total Funded Costs $ 10,000.00



Inyo Council for the Arts

June 20, 2023

City of Bishop
Post Office Box 1236
Bishop, California 93515

Grant in Support – Community Art Day **$5000.00**

Expenditure invoices attached $ 5,968.80
Please note that we were able to use many art supplies from inventory that resulted in lower material costs than budgeted.

Musicians/Artists/Sound		
Ed Morse	$ 300.00	
AkaMya Culture Group	500.00	
Lynna Walker	500.00	
Dan Connor	350.00	
Greg Smith	250.00	
Total for Musicians/Artists/Sound	1,900.00	✓
Production Costs		
Event and planning staff	1,260.76	
Artist booth fees to Rotary	180.00	
Artist stipends	700.00	560.00
Artist meals	120.00	
Rotary Interact student's gift certificates	100.00	
U-Haul truck rental	101.57	
Total event production costs	2,462.33	993.53
Art supplies		
Dollar Tree	5.44	
Amazon #9591420	52.49	
Discount School Supply	407.30	

High Country Lumber #449382	14.77
High Country Lumber #448199	48.92
American Meadows	69.33
Park Seed	75.42
Smart and Final	12.11
Total Art Supplies	685.78

Advertising

Community Printing	70.69
Inyo Register	340.00
El Sol De La Sierra	510.00
Total for Advertising	920.69

Inyo Council for the Arts appreciates the opportunity to work with the City of Bishop to improve the quality of life for our residents and to promote tourism to the area. We were able to collaborate with Bishop Sunrise Rotary again this year which increased public participation and was deemed a big success by both organizations!

Please feel free to call if you have any questions.

Thank-you,

Lynn Cooper

Lynn Cooper
Executive Director

15034

Ed Morse

4/19/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/14/2023	Bill		300.00	300.00		300.00
					Check Amount	300.00

Eastern Sierra Comm

300.00

INVOICE #20237

AkaMya Culture Group

P.O Box 616, 325 North Crater St., Big Pine, CA 93513
(760)937-1910 akamyagroup@gmail.com

DATE 4/17/2023

BILL TO

Inyo Council of the Arts

150 Willow Street, Bishop, CA 93514
760-873-8014

FOR

Earth Day Presentation April 22, 2023

Details	AMOUNT
Cultural Presentation	$500.00
	$0.00

SUBTOTAL	$500.00
TAX RATE	0.00%
OTHER	$0.00

15039

Sage Romero

Date	Type	Reference	Original Amt.	Balance Due	4/19/2023 Discount	Payment
4/14/2023	Bill		500.00	500.00		500.00
					Check Amount	500.00

Eastern Sierra Comm

500.00

15036

Lynna Walker

4/19/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/14/2023	Bill		500.00	500.00		500.00
					Check Amount	500.00

Zikomo

Eastern Sierra Comm

500.00

String Theory / Dan Connor
135 Johnston Drive
Bishop, CA 93514
760-873-7825

April 22, 2023

Inyo Council for the Arts
150 Willow Street
Bishop, CA 93514

Invoice

Payment request for music at the Community Art Days in the Bishop City Park.

Set with Bishop Elementary students	$ 100.00
2 sets with String Theory	250.00
Total amount due:	**$ 350.00**

Thank you!



15033

Dan Connor 4/19/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/14/2023	Bill		350.00	350.00		350.00
					Check Amount	350.00

Eastern Sierra Comm 350.00

String Theory / Greg Smith
8819 Starlite Dr
Bishop, CA 93514
760-590-3204

April 22, 2023

Inyo Council for the Arts
150 Willow Street
Bishop, CA 93514

Invoice

Payment request for music at the Community Art Days in the Bishop City Park.

2 sets with String Theory $ 250.00

Thank you!

15035

Greg Smith 4/19/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/14/2023	Bill		250.00	250.00		250.00
					Check Amount	250.00

Eastern Sierra Comm 250.00



Store# 8980 (760) 784-2006
162 Grove St
Bishop CA 93514-2640

DESCRIPTION	QTY	PRICE	TOTAL
BROWN LUNCH BAGS 30CT	1	1.25	1.25T
BROWN LUNCH BAGS 30CT	1	1.25	1.25T
BROWN LUNCH BAGS 30CT	1	1.25	1.25T
BROWN LUNCH BAGS 30CT	1	1.25	1.25T
Bag Fee	0 0.10	0.00N	

Reason: Customer Brought Bag

Sub Total	$5.00
SALES TAX	$0.44
Total	$5.44
VISA CREDIT	$5.44
**********1826	Approved
Purchase	Chip

Auth/Trace Number: 074826/022395
Chip Card AID: A0000000031010

NOW SHOP ON-LINE AT DOLLARTREE.COM

****
* We will gladly exchange any unopened item *
* with original receipt. We do not offer refunds. *
****

9090 08980 02 002 27396129 4/13/23 11:45
Sales Associate:Nichilos

amazon.com

Details for Order #114-9891100-9591420

Print this page for your records.

Order Placed: March 28, 2023
Amazon.com order number: 114-9891100-9591420
Order Total: $52.49

Not Yet Shipped

Items Ordered	Price
2 of: *Acrylic Paint Markers,Acrylic Paint Pens Paint Markers,26 Colors Dual Tip Paint Pens For Rock Painting Wood Canvas Plastic Metal And Stone, Acrylic Dot Markers Pen For DIY Crafts Making Art Supplies* Sold by: ransheng (seller profile) Condition: New	$16.14
1 of: *Durable Art Easel Paper Roll for Crafts, Drawing & Painting | Ideal for Kids Projects | 17.75 inches x 100 feet | by Paper Pros* Sold by: THE PAPER PRO'S (seller profile) Condition: New	$15.99

Shipping Address:
Lynn Cooper
150 WILLOW ST
BISHOP, CA 93514-2719
United States

Shipping Speed:
FREE Prime Delivery

Payment information

Payment Method:
Visa | Last digits: 1826

Billing address
Lynn Cooper
150 WILLOW ST
BISHOP, CA 93514-2719
United States

Item(s) Subtotal:	$48.27
Shipping & Handling:	$0.00
Total before tax:	$48.27
Estimated tax to be collected:	$4.22
Grand Total:	**$52.49**

To view the status of your order, return to Order Summary.

Conditions of Use | Privacy Notice © 1996-2023, Amazon.com, Inc. or its affiliates

DISCOUNT SCHOOL SUPPLY

always low prices
always 110% guaranteed

800 627-2829 P.O. Box 734309 • Chicago, IL 60673-4309

Order Confirmation

bill to:
LYNN COOPER
INYO COUNCIL FOR THE ARTS
150 WILLOW ST
BISHOP, CA 93514-2719

P42089070100

ship to:
ELLE PACE
INYO COUNCIL FOR THE ARTS
150 WILLOW ST
BISHOP, CA 93514-2719

PO Number: 760-873-8014 Order Date: 03/29/23

QTY	Item Type	Description	Item No.	Price EA.	Ext. Price
8	Stock Item	1000 REGULAR NATURAL WOOD CRAFT STICKS	NCRAF	11.19	89.52
3	Stock Item	48 NATURAL PRE-DRILLED WOOD SLICES	WDTAG48	34.46	103.38
2	Stock Item	NATURAL TWINE 50 YARDS 6 NATURAL COLORS	NTWINE6	12.99	25.98
2	Stock Item	LARGE CRAFT STICKS - 500 PCS	500T	11.16	22.32
1	Stock Item	COLORS LIKE ME WOODEN BEADS, 150 BEADS	BEADCLM	9.99	9.99
1	Stock Item	NATURAL WOODEN BEADS 150 PC	NBEADWD	6.99	6.99
2	Stock Item	SPOTTED FEATHERS - 1OZ	SPOTTED	7.99	15.98
1	Stock Item	RAINBOW FEATHERS CLASSROOM PACK- 8 OZ	BIGFEAT	19.19	19.19
5	Stock Item	9 X 12 ASSORTED	9CPAS	1.14	5.70
4	Stock Item	TRU-RAY SULPHITE CONSTR PAPER 9X12 ASST	9SULFAS	2.59	10.36
1	Stock Item	ALEENE'S TACKY GLUE-GALLON	TACKYLG	37.78	37.78
2	Stock Item	DRAWING PAD 9 X 12	MDDP	3.28	6.56
2	Stock Item	THE ULTIMATE ART PAPER - 100 SHEETS	9UP	10.39	20.78

Stock items arrive within 3-7 business days

Drop Ship items may take up to 6 weeks for delivery.

Total Product $:	374.53
Net Product $:	374.53
Shipping:	0.00
Sales Tax:	32.77
Amount Due:	407.30

HIGH COUNTRY LUMBER, INC.
444 SOUTH MAIN STREET
BISHOP, CA. 93514
CL #756395
PHONE: (760) 873-5874

Cust No	Job No	Purchase Order	Reference	Terms	Clerk	Date	Time
16065		5555	PO # 5555	NET 10TH	RW	4/13/23	11:22

Sold To:
INYO COUNCIL OF THE ARTS

150 WILLOW STREET
BISHOP CA 93515-0537

Ship To:

DUE DATE: 5/10/23
TERM# 553

DOC# 449382
****
* INVOICE *
****

SLSPR: 25 ROMAL WOOD
TAX : BIN CITY OF BISHOP

LN#	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	UNITS	PRICE/PER	EXTENSION
1	1		EA	76911	TROWEL HAND POLY 10"	1	4.59 /EA	4.59
2	1		EA	PATIOPLUS	PATIO PLUS 1.5 CU	1	8.99 /EA	8.99

** AMOUNT CHARGED TO STORE ACCOUNT ** 14.77

TAXABLE	13.58
NON-TAXABLE	0.00
SUBTOTAL	13.58
TAX AMOUNT	1.19
TOTAL AMOUNT	14.77

X
Received By

www.highcountrylumber.com

HIGH COUNTRY LUMBER, INC.
444 SOUTH MAIN STREET
BISHOP, CA. 93514
CL #756395
PHONE: (760) 873-5874

CAD

ACE Hardware

Purchase Order	Reference	Terms	Clerk	Date	Time
5555	PO # 5555	NET 10TH	EB	4/ 4/23	2:55

L OF THE ARTS

STREET

CA 93515-0537

Ship To:

DUE DATE: 5/10/23

TERM#553

DOC# 448189

* INVOICE *

SLSPR: 1M ETHAN BRIDWELL

TAX : BIN CITY OF BISHOP

ORDERED	UM	SKU	DESCRIPTION	UNITS	PRICE/PER	EXTENSION
	EA	090514	LA PAZ BUFF 1-2" PEBBLES 75LB	1	17.99 /EA	17.99
	EA	8315087	ACE WILD BIRD FOOD 40LB	1	26.99 /EA	26.99

** AMOUNT CHARGED TO STORE ACCOUNT ** 48.92

TAXABLE	44.98
NON-TAXABLE	0.00
SUBTOTAL	44.98
TAX AMOUNT	3.94
TOTAL AMOUNT	48.92

X

Received By

www.highcountrylumber.com

Item #	Item	Qty	Subtotal	Ship Week
We anticipate shipping these products the week of the shipping date listed below				
AM012106	The Bees Knees Seed Packet	1000	$0.30	03-07-2023

Subtotal	$300.00
Discount	$-45.00
Shipping & Handling	$0.00
Tax	$22.31
Grand Total	$277.31

Community Art 69.33
School Art 207.98

Helpful Tips For Your American Meadows Order

1. Seeds ship from a different location than plants and bulbs. So if your order includes both, these items will be shipped separately.

2. Large orders may be shipped in multiple packages and arrive on different days.

3. Learn More: How Our Plants Are Shipped

schoolartsca@gmail.com

info@support.americanmeadows.com

Gmail ICA School Arts <schoolartsica@gmail.com>

Great news! Your order has been received

1 message

Park Seed <info@parkseed.com> Mon, Mar 6, 2023 at 2:34 PM
Reply-To: Park Seed <info@parkseed.com>
To: schoolartsica@gmail.com

Park Seed®

ORDER CONFIRMATION

Jane, thank you for your purchase!

We have received your order and will contact you as soon as your package is shipped. You can find your purchase information below.

Order Summary

Order Number:	**WEBPS7506172**
Order Date:	**March 6, 2023**
Order Subtotal:	$294.15
20% Off Sitewide	-$58.83
Shipping:	$41.18
Fuel Surcharge:	$1.00
Estimated Sales/Use Tax (if applicable):	$24.19
ORDER TOTAL:	**$301.69**

Order Details

Shipping To	Item #	Description	Qty	Price
Myself	06626-PK-22	Jiffypots® 3-inch Round Biodegradable (Pack of 22)	37	$7.95

Community Art 75.42
School Art 226.27

Billing & Shipping

Billing:
Jane Pace
150 Willow St
Bishop, CA 93514 US
Phone: 7608738014
Email: schoolartsica@gmail.com

Payment Method:
Card Type: Visa
Card Number: **********1826
Name on Card: Jane Pace
Amount: $301.69

Shipping Address:
Jane Pace – 150 Willow St, Bishop, CA 93514

Smart&Final
Warehouse & Market. Friend & Neighbor.

Smart And Final
Store 380
1180 NORTH MAIN STREET
BISHOP, CA 93514
Telephone (760) 873-7181

Grocery

First Street Lentil Bea	1.79	F
First Street Green Spli	1.59	F
First Street Black Bean	1.79	F

Non-Foods

Poly King 7.5 in Wooden	6.29	T

General

SFI Bag 4 Checkstand Re	0.10
SUBTOTAL	11.56

Total # Items Sold 5

T	6.29 @ 8.750% =	0.55
	5.27 @ 0.000% =	0.00
TOTAL		12.11
Visa		12.11

PURCHASE $12.11
[illegible]6546 Visa
[illegible] AD
[illegible]462G APPROVED
VISA CREDIT
Mode: Issuer
IAD: 06011203210A03

Legend
T = taxable
F = food stamp eligible

00103802903230020000247

You were served by:
Lorraine

Date	Time	Store	Term	Opr	Tran
03/29/23	12:16 PM	380	2	40029	0247

Thank you for shopping at
Smart and Final

We want to know your thoughts!
Complete our survey and enter to win
1 of 5
$100 SMART & FINAL Gift CARDS
Visit www.smartandfinal.com/survey
within 7 days of this shop
thank you!

Now Hiring!
Visit www.smartandfinal.com/careers

One Trip
&
That's It

56526



Community Printing

187 West Line Street, Suite B
Bishop, CA 93514
(760) 873-3049
(760) 873-1090 Fax

Sold To:
Inyo Council for the Arts

P. O. No. _____
Date 3/15/03
Phone No. _____

Quantity	Description	Price	Extension
50	Flyers-Earthday		44 00
20	" " Spanish		21 00
700	mailgram Ticket Order form		45 00
	5 colors 38313		
	CAD 70 69		
	Millpond 48 94		
	119.63		

Book Order Total _____

Less _____% Book Dealer Discount _____

Sub-Total 110.00

❑ Tax Exempt _____ ❑ Resale

Sales Tax 9.63

Shipping _____

TOTAL 119.63

TERMS: 2% discount may be taken if payment is postmarked within ten days of the date of this invoice. Eleven days net. Invoices older than 30 days will be charged a service charge of 1½% per month (18% annual rate). Minimum service charge is $2.00 per month.

INYO REGISTER

PO Box 4050
Palmdale, CA 93590-4050

Invoice 1/1

BILLING DATE	TERMS OF PAYMENT
04/30/2023	Net 30 Days

BILLED ACCOUNT
ATTN: LYNN INYO COUNCIL FOR THE ARTS 150 WILLOW ST BISHOP, CA 93514

BILLED ACCOUNT NO.	AGENCY/CLIENT
00005758	00005758

NAME OF AGENCY/CLIENT
INYO COUNCIL FOR THE ARTS

DATE	TRANS #	DESCRIPTION	INS	SAU	INCHES	COST	EXTRAS	TOTAL
03/31/2023		Balance Forward						0.00
04/15/2023	300309802	EARTH DAY - 00068408	1	6 x 10.5	63.00	340.00	0.00	340.00

AGING				
0 - 0	1 - 30 DAYS	31 - 60 DAYS	61 - 90 DAYS	91 - 120 DAYS
$ 340.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

TOTAL NET AMOUNT DUE
$ 340.00

15075

Inyo Register 5/17/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/15/2023	Bill		340.00	340.00		340.00
					Check Amount	340.00

Eastern Sierra Comm

340.00

El Sol De La Sierra
236 N Warren Street
P.O. Box 507
Bishop, CA 93515

(760) 873-4747

Bill To:

Inyo Council for the Arts
137 S. Main Street
Bishop, CA 93514

Invoice #: 00003382
Date: 5/10/23

DATE	DESCRIPTION	AMOUNT
4/13/23	FRONT PAGE	$300.00
4/20/23	3X7 DISPLAY AD	$210.00

We appreciate your business.

Sales Tax:	$0.00
Total Amount:	$510.00
Amount Applied:	$0.00
Balance Due:	$510.00

Name Jane Pace Pay Period April 16-30

Day	Date	Notes	In/Out	Total Hours
MON				
TUES				
WED				
THURS				
FRI				
SAT				
SUN				
			WEEK 1 TOTAL	

Day	Date	Notes	In/Out	Total Hours
MON	17		10/5	6
TUES	18		10/5	6
WED	19	[illegible]	10/5	6.5
THURS	20		10/5	6
FRI	21	Meet w/ Gretchen	10/4	5
SAT	22	[illegible]	9/5	8
SUN				
			WEEK 2 TOTAL	37.5

C-3
J-3
C-4
J-3
C-3
J-1
C-2
C-9
C-20
J-4
J-3

Day	Date	Notes	In/Out	Total Hours
MON	24		10/4	5
TUES	25		10/5	6

C-2

15053

Employee
Jane R Pace, 206 May Street, Bishop, CA 93514

SSN
***-**-5855

Pay Period: 04/16/2023 - 04/30/2023

Pay Date: 05/03/2023

Memo
Direct Deposit

Earnings and Hours	Hours	Rate	Current	YTD Amount
Part time hourly	55.50	22.00	1,221.00	10,997.00
School hourly	5.00	30.00	150.00	375.00
	60.50		1,371.00	11,372.00

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	
Federal Withholding	-102.00	-676.00
Social Security Employee	-85.00	-705.06
Medicare Employee	-19.88	-164.89
CA - Withholding	-24.21	-184.95
CA - Disability Employee	-12.34	-102.35
	-243.43	-1,833.25

Adjustments to Net Pay	Current	YTD Amount
Mileage	0.00	83.00

Net Pay	1,127.57	9,621.75

Direct Deposit	Amount
Checking - ******3268	1,127.57

18 @ 22 = $396

Community Art Day

INYO COUNCIL FOR THE ARTS

Powered by Intuit Payroll

Name Jane Pace Pay Period April 16-30

Day	Date	Notes	In/Out	Total Hours
MON				
TUES				
WED				
THURS				
FRI				
SAT				
SUN				
			WEEK 1 TOTAL	

Day	Date	Notes	In/Out	Total Hours
MON	17		10/5	6
TUES	18		10/5	6
WED	19	[illegible]	10/5	6.5
THURS	20		10/5	6
FRI	21	Meet w/ Gretchen	10/4	5
SAT	22	Talking	9/5	8
SUN				
			WEEK 2 TOTAL	37.5

Day	Date	Notes	In/Out	Total Hours
MON	24		10/4	5
TUES	25		10/5	6
WED	26	[illegible]	10/5	6
THURS	27		10/5	6
FRI	28	OFF	—	—
SAT				
			WEEK 3 TOTAL	23

Community Art Day

22@22. $484.

PAY PERIOD TOTAL: 60.5

Date: 4-27-23

Date:

55.5
5. after school

Name Lynn Cooper Pay Period April 2023

Day	Date	Notes	In/Out	Total Hours
MON				
TUES				
WED				
THURS				
FRI	4/14	Meet w/ rotary & park staff	10-11	1hour
SAT				
SUN				
			WEEK 1 TOTAL	1

Day	Date	Notes	In/Out	Total Hours
MON				
TUES				
WED				
THURS				
FRI	4/21	PU Uhaul & load		
SAT	4/22	Event day	8:30-5:30	9
SUN				
			WEEK 2 TOTAL	9

Day	Date	Notes	In/Out	Total Hours
MON				
TUES				
WED				
THURS				
FRI				
SAT				
SUN				
			WEEK 3 TOTAL	

PAY PERIOD TOTAL: 12

Community Art Day

Signed:
Employee: Lynn Cooper Date: 04-28-23

Supervisor: Date:

12 @ 31.73 380.76

Lynn Cooper

From: Jackie Garcia <jackie.bgarcia@yahoo.com>
Sent: Wednesday, May 24, 2023 4:37 PM
To: Lynn Cooper
Subject: Re: Earth Day - Artist Fees

Hi Lynn,

The fees due for the 6 artists is $180. Please let me know when is a good time to come by for a check.

Jackie Garcia

Agent #:02147288

RE License #: 01523354

m: 760 937 0547
e: jackie.bgarcia@yahoo.com

Bishop, CA

On Friday, May 19, 2023 at 09:33:14 AM PDT, Jackie Garcia <jackie.bgarcia@yahoo.com> wrote:

Hi Lynn!

What was the cost for El Sol? I will be heading out of town today but can meet Monday at 9:30 am?

Garcia

2147288

e #: 01523354

37 0547
bgarcia@yahoo.com

CA

day, May 18, 2023 at 11:54:07 AM PDT, Lynn Cooper <lynn@inyo.org> wrote:

I we received one of those also.

Artist stipends

Larry Pace 150.-
Joel Hoffman 150.-
Noah Lish 100.-
Garrett Pace 100.-
Ashley Pace 100.-
Sharon Drielich 100.-
700.-

Artist Meals

Larry
Joel
Noah
Garrett
Ashley
Jane
Lynn
4 Rotary Interact students
Dianne Shirley
12 @ 10.- 120.-

Gift certificates

Rotary interact students
& sound help
4 @ 25.00 100.-

15038
15038

Petty Cash

te	Type	Reference	Original Amt	Balance Due	4/19/2023	
4/2023	Bill		1,000.00	1,000.00	Discount	
					Check Amount	Payment
						1,000.00
						1,000.00

7 * 700.-
5 = 100.-
20 200.
1000.-

em Sierra Comm

1,000.00

U-HAUL® Receipt

Contract No: 82202224
Sunday, April 23, 2023 11:05 AM

ALLEN
62003

Customer Name:
lynn cooper
374 Clark Street
BISHOP, CA 93514

Cust P
(760) 8
Lynn@

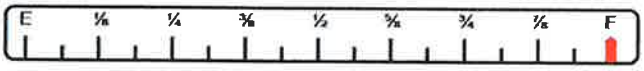
Thank you for using Norton Safe Web! Share usage and error data anonymously with Norton to help make our products even better.

Learn More No, thanks OK

Authorized Driver(s): lynn cooper

Rental Date/Time: 4/21/2023 12:24 PM
Return Date/Time: 4/23/2023 11:02 AM
Chargeable Rental Periods: 2

Equipment	MI Out	MI In	MI Rate	MI Charge	Coverage	Missing/Damage Charge	Rental Rate	Rental Charge	Actual Charges
BE - Cargo Van BE1076V AL74795-AZ	9595.0	9602.0	$0.79 x 7.00	$5.53	CDW: $50.00	$0.00	$19.95	$39.90	$95.43



Environmental Fee:	$2.00
Subtotal:	$97.43
Rental Tax:	$4.14
Total Rental Charges	$101.57
Credit Card Payment:	$101.57
Net Paid Today:	$101.57

Card Type:	Account:	Type:	Ref No.:	Approved:
Visa	XXXX-XXXX-XXXX-1826	PAYMENT		00300G

Entry Method: Manual **Application Label:** Visa **Merchant ID:** 4445001735845

- I confirm that during the term of my rental there was not an accident involving the rented U-Haul equipment and no incidence where this equipment struck or otherwise caused damage to any person or property either while on a public road or private property. There was no injury or damage sustained by me or any other drivers or passengers of this equipment.
- **Pickup and Van Best Rate Guarantee:** At the end of your rental we will calculate the best deal for you. Be it our most popular ($19.95 plus mileage rate) or (a combination of the daily, weekly, and monthly rental rates with included mileage). Monthly rate is for 28 days.
- U-Haul Vehicle(s) or Towable Equipment in your possession may be equipped with a U-Haul Location Tracking Device(including an Apple AirTag) and/or OEM devices (such as OnStar®). Location information may be accessed for the reasons set forth in the U-Haul Privacy Policy available at https://www.uhaul.com/Legal/PrivacyNotice/.

62003

X _____
lynn cooper

U-Haul Signature - (62003)

MobileContractClose



Inyo Council for the Arts

June 20, 2023

City of Bishop
Post Office Box 1236
Bishop, CA 93515

Grant in Support - Schools Project **$ 5,000.00**
Expenditure invoices attached $ 6,743.67

Administrative ICA planning and event staff		
ICA support staff November event for TK-1 students	1,062.45	
ICA support staff April and May	1,078.00	
Assemble and deliver projects and take home supplies		
Total ICA planning/event staff excluding Executive Director	2,140.45	→ $2,100.00
Technical		
Artist teachers 11-22-22 Grades TK-2 10 @ 100.00	1,000.00	
Partner staff – gift cards 12 @ 20.00	240.00	
Artist teachers 05-16-23 Assemble take home 3 @ 50.00	150.00	
Partner staff – gift cards 1 @ 20.00	20.00	
Artist teachers 05-20-23 Assemble take home 3 @ 50.00	150.00	
Partner staff – gift cards 2 @ 20.00	40.00	
Artist teacher 05-24-23 deliver take home 1 @ 50.00	50.00	
Total artist teachers and volunteers	1,650.00	
Art supplies		
Amazon #113-1836410-0265818	282.60	
Amazon #114-2029727-7764261	20.52	
Amazon #114-7164311-9451468	194.28	
S&S Worldwide	276.15	
Amazon #113-0177661-2109876	978.41	
Amazon #113-2674903-7588256	931.62	
Amazon #113-79334452-0717026	269.64	
Total Art Supplies	2,953.22	$2,600.00

Inyo Council for the Arts appreciates the support provided by the City of Bishop to improve the quality of life for our students.
Inyo County Probation, Inyo County Office of Education, and Bishop Unified Schools staff participated that also made the School Art Days a success!
Approximately 850 students were served.

Please feel free to call if you have any questions.

Thank-you,

Lynn Cooper
Executive Director

* SCHOOL ART DAY HOURS : 19 HRS

19 @ 22 = 418

Name ELLE PACE Pay Period 11/01 – 11/15

Day	Date	Notes	In/Out	Total Hours	
MON					
TUES	1st		9:00 – 5:00	7.5 HRS	* 1 HR
WED	2nd		9:20 – 5:20	7 HRS	
THURS	3rd		9:00 – 5:00	7.5 HRS	
FRI	4th		9:20 – 5:20	8 HRS	* 2 HRS
SAT					
SUN					
			WEEK 1 TOTAL	30 HRS	

Day	Date	Notes	In/Out	Total Hours	
MON	7th		10:00 – 3:00	5 HRS	* 2 HRS
TUES	8th		9:00 – 5:00	8 HRS	* 1 HR
WED	9th		9:20 – 5:20	8 HRS	* 1 HR
THURS	10th		9:00 – 5:00	7.5 HRS	* 2 HRS
FRI	11th		9:15 – 5:15	8 HRS	* 2 HRS
SAT					
SUN					
			WEEK 2 TOTAL	36.5 HRS	

Day	Date	Notes	In/Out	Total Hours	
MON	14th		9:05 – 5:05	8 HRS	* 8 HRS
TUES	15th		9:10 –	4 + 4 sick	
WED					
THURS					
FRI					
SAT					
SUN					
			WEEK 3 TOTAL	12 + 4	

PAY PERIOD TOTAL: [illegible] HRS 78.5 + 4

Signed:
Employee:

School Art

8@22 - 176

Name ELLE PACE Pay Period 11/16 - 11/30

Day	Date	Notes	In/Out	Total Hours
MON	* 13TH (SUNDAY)		1:00 - 1:30	.5 HRS
TUES				
WED	16 TH		SICK	
THURS	17 TH		SICK	
FRI	18 TH		SICK	
SAT			SICK PAY	25 HRS
SUN				
			WEEK 1 TOTAL	25.5 HRS

Day	Date	Notes	In/Out	Total Hours
MON	21ST	30 MIN LUNCH	9:05 - 5:05	7.5 HRS
TUES	22nd	30 MIN LUNCH	9:10 - 5:10	7.5 HRS
WED	23RD		9:15 - 5:15	8 HRS
THURS	24TH		HOLIDAY PAY	7 HRS
FRI	25TH		OFF	
SAT				
SUN				
			WEEK 2 TOTAL	30 HRS

Day	Date	Notes	In/Out	Total Hours
MON	28TH		9:00 - 5:00	8 HRS
TUES	29TH		8:15 - 5:15	8 HRS
WED	30TH		8:05 - 5:05	8 HRS
THURS				
FRI				
SAT				
SUN				
			WEEK 3 TOTAL	24 HRS

Signed:

Employ...

PAY PERIOD TOTAL: 79.5 HRS

Name Lynn Cooper Pay Period 11-30-22

Day	Date	Notes	In/Out	Total Hours
MON				
TUES				
WED				
THURS				
FRI				
SAT				
SUN				
			WEEK 1 TOTAL	

Day	Date	Notes	In/Out	Total Hours
MON				
TUES		School Art Days		
WED				
THURS				
FRI		15 hours @ 31.73		476.45
SAT				
SUN				
			WEEK 2 TOTAL	

Day	Date	Notes	In/Out	Total Hours
MON				
TUES				
WED				
THURS				
FRI				
SAT				
SUN				
			WEEK 3 TOTAL	

PAY PERIOD TOTAL: 15

Signed:
Employee: Lynn Cooper Date: 11-30-22

Supervisor: _____ Date: _____

Name Jane Pace Pay Period April 16-30

Day	Date	Notes	In/Out	Total Hours
MON				
TUES				
WED				
THURS				
FRI				
SAT				
SUN				
			WEEK 1 TOTAL	

Day	Date	Notes	In/Out	Total Hours
MON	17		10/5	6
TUES	18		10/5	6
WED	19	JKBS ½ [illegible]	10/5	6.5
THURS	20		10/5	6
FRI	21	Meet w/ Gretchen	10/4	5
SAT	22	[illegible]	9/5	8
SUN				
			WEEK 2 TOTAL	37.5

C-3
S-3
C-4
J-3
C-3
S-1
C-2
C-8

C-20
S-4
J-3

Day	Date	Notes	In/Out	Total Hours
MON	24		10/4	5
TUES	25		10/5	6
WED	26	JKBS	10/5	6
THURS	27		10/5	6
FRI	28	OFF	—	—
SAT				
SUN				
			WEEK 3 TOTAL	23

C-2

J-2
S-3

PAY PERIOD TOTAL: 60.5

CAD 2
SAD 1
JKBS 3

Signed:
Employee: [signature] Date: 4-27-23

Supervisor: _____ Date: _____

School Art
7@22. 154.

55.5
5. after school

Name Jane Pace Pay Period May 1 - 15

Day	Date	Notes	In/Out	Total Hours
MON	1		10/5	6
TUES	2		10/5	6
WED	3	JKBS	10/5	6
THURS	4		10/5	6
FRI	5		10/5	6
SAT				
SUN				
			WEEK 1 TOTAL	30

SAD-1
O-2
SAD-3
SAD-2
SAD-6
J-2

Day	Date	Notes	In/Out	Total Hours
MON	8		10/5	6
TUES	9		10/5	6
WED	10	JKBS	10/5	6
THURS	11		10/5	6
FRI	12	½ hr Lunch	10/5	6.5
SAT				
SUN				
			WEEK 2 TOTAL	30.5

SAD-5
SAD-4
SAD-2
J-4
SAD-1
SAD-16
J-4

Day	Date	Notes	In/Out	Total Hours
MON	15		10/5	6
TUES				
WED				
THURS				
FRI				
SAT				
SUN				
			WEEK 3 TOTAL	6

SAD-3

SAD-3
J-1 Prep

5-25
J-7

PAY PERIOD TOTAL: 66.5

Signed:
Employee: Jane Pace Date: 5-15-23

Supervisor: Date:

School Art
25 @ 22.50

Name Jane Pace Pay Period May 16-31

Day	Date	Notes	In/Out	Total Hours
MON				
TUES	16	Lunch 2hr 15 min	8/5:45	6
WED	17		10/5	6
THURS	18	Lunch 2hr	8/5	6
FRI	19		9/5	7
SAT				
SUN				
			WEEK 1 TOTAL	25

SAD-10
J-3

Day	Date	Notes	In/Out	Total Hours
MON	22		10/5	6
TUES	23		10/5	6
WED	24	½hr Lunch	10/5	6
THURS	25	No Lunch	10/5	7
FRI	26	Office / Park	10/5 8/10	8
SAT	27	Park	8/10	2
SUN	28	Park	7/12	5
			WEEK 2 TOTAL	40

SAD-7
J-3

Day	Date	Notes	In/Out	Total Hours
MON	29	Met w/ Anne	11/12	1
TUES	30		10/5	6
WED	31	No Lunch	10/4	6
THURS				
FRI				
SAT				
SUN				
			WEEK 3 TOTAL	13

SAD-17
JK35-9

School Art
170-22
374.00

Signed:
Employee:

PAY PERIOD TOTAL: 78

5-31-23

69
9

School Art Days BUSD #1

18-Nov-22

Pay outs		**Gift Cards**	
		-	
Cash	Bishop TK-1	Chad	1
Karen	100.00	Tabitha	1
Lynna	200.00	Lynn Cooper	1
Hunter	100.00	Elle Pace	1
Gina	100.00	Kim Cash	1
Tiffany	100.00	Elyse Morrison	1
Jael	100.00	Joe Profita	1
Larry	100.00	Janene Warbington	1
Jude	100.00	Katie	1
Jane	100.00	Barry	1
	1000.00	Jennifer	1
		Jeremy	1
			12
		12 @ 20. = 240.	

16-May-23

Assemble take home projects and art kits

Cash		Gift Cards	
Joe	50.00	Kim	1
Tiffany	50.00		
Emily	50.00		
	150.00	1 @ 20. = 20.	

19-May-23

Assemble take home projects and art kits

Cash		Gift cards
Emily	50.00	Kim
Karen	50.00	Joe
Jennifer	50.00	
	150.00	2 @ 20. = 40.

24-May-23

Deliver take home projects and art kits

Emily	50.00
	50.00

amazon.com

Final Details for Order #113-1836410-0265818

Print this page for your records.

Order Placed: October 25, 2022
Amazon.com order number: 113-1836410-0265818
Order Total: $282.60

Shipped on October 27, 2022

Items Ordered	Price
15 of: *20Pack Small Coloring Books for Kids Ages 4-8 (5.1 x 7 inch),Bulk Coloring Books for Kids Ages 2-4,Kids Birthday Party Gifts Classroom Activity Includes Unicorn, Mermaid, Alpaca, Dinosaur, Fruits, Car* Sold by: Garden of Kalysky (seller profile) Condition: New	$12.99
5 of: *300pcs 20mm Wooden Beads Natural Unfinished Round Wood Loose Beads Wood Spacer Beads for Craft Making Decorations and DIY Crafts* Sold by: KOOCHOICE (seller profile) Condition: New	$12.99

Shipping Address:
Lynn Cooper
150 WILLOW ST
BISHOP, CA 93514-2719
United States

Shipping Speed:
FREE Prime Delivery

Payment information

Payment Method:
Visa ending in 1826

Billing address
Lynn Cooper
150 WILLOW ST
BISHOP, CA 93514-2719
United States

Item(s) Subtotal:	$259.80
Shipping & Handling:	$0.00
Total before tax:	$259.80
Estimated tax to be collected:	$22.80
Grand Total:	**$282.60**

Credit Card transactions

Visa ending in 1826: October 27, 2022: $282.60

To view the status of your order, return to Order Summary.

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amazon.com

Final Details for Order #114-2029727-7764261

Print this page for your records.

Order Placed: November 1, 2022
Amazon.com order number: 114-2029727-7764261
Order Total: $20.52

Shipped on November 4, 2022

Items Ordered	Price
1 of: *{2 oz - 100 Sets} Clear Diposable Plastic Portion Cups With Lids, Small Mini Containers For Portion Controll, Jello Shots, Meal Prep, Sauce Cups, Slime, Condiments, Medicine, Dressings, Crafts,* Sold by: ELEGANT DISPOSABLES (seller profile) Condition: New	$9.99

Shipping Address:
Lynn Cooper
150 WILLOW ST
BISHOP, CA 93514-2719
United States

Shipping Speed:
Standard Shipping

Shipped on November 2, 2022

Items Ordered	Price
1 of: *60 Pcs Flat Paint Brushes,Small Brush Bulk for Detail Painting* Sold by: UPINS (seller profile) Condition: New	$8.88

Shipping Address:
Lynn Cooper
150 WILLOW ST
BISHOP, CA 93514-2719
United States

Shipping Speed:
Standard Shipping

Payment information

Payment Method:
Visa ending in 1826

Billing address
Lynn Cooper
150 WILLOW ST
BISHOP, CA 93514-2719
United States

Item(s) Subtotal:	$18.87
Shipping & Handling:	$0.00
Total before tax:	$18.87
Estimated tax to be collected:	$1.65
Grand Total:	**$20.52**

amazon.com

Final Details for Order #114-7164311-9451468

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Order Placed: November 1, 2022
Amazon.com order number: 114-7164311-9451468
Order Total: $194.28

Shipped on November 3, 2022

Items Ordered	Price
1 of: *Colorations Construction Paper Classroom Pack, 9" x 12", 2200 Sheets, Assorted Colors, Heavyweight Construction Paper, Bulk Construction Paper, Craft Paper, Painting Paper, Coloring & Drawing Paper* Sold by: Amazon.com Services LLC Condition: New	$82.21

Shipping Address:
Lynn Cooper
150 WILLOW ST
BISHOP, CA 93514-2719
United States

Shipping Speed:
FREE Prime Delivery

Shipped on November 3, 2022

Items Ordered	Price
2 of: *100Pcs Pack 8x4.75x10 inch Medium White Kraft Paper Bags with Handles Bulk, Bagmad Gift Bags, Craft Grocery Shopping Retail Birthday Party Favors Wedding Sacks Restaurant Takeout, Business (100)* Sold by: paper bag expert (seller profile) | Product question? Ask Seller Condition: New	$27.99
1 of: *10 Pieces 3/4 Inch Flat Paint Brushes Acrylic Paint Brush Artist Craft Paint Brushes Watercolor Small Brush Bulk Painting Brush Art Detail Oil Brush for Kid Adult(Black,8.1 x 0.9 x 3/4 Inch)* Sold by: Huntuuejo (seller profile) | Product question? Ask Seller Condition: New	$13.99
1 of: *30 Pieces 1/2 Inch Paint Brushes Bulk Small Flat Top Paint Brush Acrylic Paint Brush Oil Classroom Painting Brush for Kids Students Artists Mini Paint Brushes Touch Up Crafts Detail Painting (Black)* Sold by: Huntuuejo (seller profile) | Product question? Ask Seller Condition: New	$21.99
1 of: *Prang (Formerly SunWorks) Construction Paper, Light Brown, 9" x 12", 100 Sheets* Sold by: Amazon.com Services LLC Condition: New	$4.49

Shipping Address:
Lynn Cooper
150 WILLOW ST
BISHOP, CA 93514-2719

United States

Shipping Speed:
FREE Prime Delivery

Payment information

Payment Method:
Visa ending in 1826

Billing address
Lynn Cooper
150 WILLOW ST
BISHOP, CA 93514-2719
United States

Item(s) Subtotal:	$178.66
Shipping & Handling:	$0.00
Total before tax:	$178.66
Estimated tax to be collected:	$15.62
Grand Total:	**$194.28**

Credit Card transactions

Visa ending in 1826: November 3, 2022: $194.28

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Lynn Cooper
150 Willow Street
Bishop
CA 93514 US
Phone: 7608738014

Visa

Amount: $241.42

Order Subtotal:	$261.93
Cart Level Discount:	$8.0
Shipping:	$0.0
Sales Tax:	$22.22
Total:	$276.15

Shipment

Item	Quantity	Price	Shipping To
12 Packs: 8 ct. (96 total) Crayola® Boxed Crayons Color: Assorted Item No: MP620492 Shipping Method: GROUND TRACK ITEM	25	241.43	**Lynn Cooper** 150 Willow Street Bishop CA 93514 US Phone: 7608738014

SHOP | PROJECTS | CLASSES | CUSTOM FRAMING | GIFT CARDS | MICHAELS REWARDS

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Lynn Cooper
150 Willow Street
Bishop
CA 93514 US
Phone: 7608738014

Visa
**********1826
Amount: $24.35

Order Subtotal:	$261.93
Cart Level Discount:	$8.0
Shipping:	$0.0
Sales Tax:	$22.22
Total:	$276.15

Shipment

Item	Quantity	Price	Shipping To
S&S® Worldwide 1.1mm White Heavy Elastic Cord Item No: D361497S Shipping Method: GROUND TRACK ITEM	1	24.35	**Lynn Cooper** 150 Willow Street Bishop CA 93514 US Phone: 7608738014

SHOP | PROJECTS | CLASSES | CUSTOM FRAMING | GIFT CARDS | MICHAELS REWARDS

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Final Details for Order #113-0177661-2109876

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Order Placed: May 8, 2023
Amazon.com order number: 113-0177661-2109876
Order Total: $978.41

Shipped on May 9, 2023

Items Ordered	Price
10 of: *Watercolor Paint Set For Kids - Washable Liquid Watercolor Paint - Bulk Coloring Pallets Kit - Ideal for Preschool, Children's Art School, Party Favors - Paint Brushes Included (8 Colors, 24 Pack)* Sold by: Amazaque (seller profile) Condition: New	$24.99

Shipping Address:
Lynn Cooper
150 WILLOW ST
BISHOP, CA 93514-2719
United States

Shipping Speed:
FREE Prime Delivery

Shipped on May 10, 2023

Items Ordered	Price
2 of: *2.5 lb Wholesale Large Pony Beads (6x9 mm) Bucket, Easy Storage Pony Beads Bulk, Over 4500 Pony Beads for Jewelry Making, Beads for Crafts* Sold by: Eppingwin (seller profile) Condition: New	$16.99
2 of: *Rarlan Colored Pencils Bulk, Pre-sharpened Colored Pencils for Kids, 12 Assorted Colors, Pack of 36, Coloring Pencils 432 Count* Sold by: Rarlan (seller profile) Condition: New	$39.99
16 of: *JARLINK 20 Pack 10 Colors Zipper Mesh Document Pouch, 6x9 Inch/A5, Plastic Water-Resistant File Bags, for School Office Supplies, Cosmetics Travel Storage, Assorted Color* Sold by: JarlinkDirect (seller profile) Condition: New	$15.99

Shipping Address:
Lynn Cooper
150 WILLOW ST
BISHOP, CA 93514-2719
United States

Shipping Speed:
FREE Prime Delivery

Shipped on May 10, 2023

Items Ordered	Price
7 of: *Rarlan Colored Pencils Bulk, Pre-sharpened Colored Pencils for Kids, 12 Assorted Colors, Pack of 36, Coloring Pencils 432 Count* Sold by: Rarlan (seller profile) Condition: New	$39.99

Shipping Address:
Lynn Cooper
150 WILLOW ST
BISHOP, CA 93514-2719
United States

Shipping Speed:
FREE Prime Delivery

Payment information

Payment Method:
Visa | Last digits: 1826

Billing address
Lynn Cooper
150 WILLOW ST
BISHOP, CA 93514-2719
United States

Item(s) Subtotal:	$899.63
Shipping & Handling:	$0.00
Total before tax:	$899.63
Estimated tax to be collected:	$78.78
Grand Total:	**$978.41**

Credit Card transactions

Visa ending in 1826: May 10, 2023: $978.41

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Final Details for Order #113-2674903-7588256

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Order Placed: April 13, 2023
Amazon.com order number: 113-2674903-7588256
Order Total: $931.62

Shipped on April 17, 2023

Items Ordered	Price
1 of: *IDL Packaging 36" x 180 feet (2160 inches) Brown Kraft Paper Roll, 30 lbs (Pack of 1) - Quality Paper for Packing, Moving, Shipping, Crafts - 100% Recyclable Natural Kraft Wrapping Paper* Sold by: Amazon.com Services LLC Condition: New	$37.95

Shipping Address:
Lynn Cooper
150 WILLOW ST
BISHOP, CA 93514-2719
United States

Shipping Speed:
Delivery in fewer trips to your address

Shipped on April 18, 2023

Items Ordered	Price
10 of: *Watercolor Paint Set For Kids and Adults - Bulk Pack of Watercolor sets - 8 Attractive Colors - Perfect for Preschool Classroom, Children's Art School, Party Favors - Paintbrushes Included* Sold by: Amazaque (seller profile) Condition: New	$24.99

Shipping Address:
Lynn Cooper
150 WILLOW ST
BISHOP, CA 93514-2719
United States

Shipping Speed:
Delivery in fewer trips to your address

Shipped on April 18, 2023

Items Ordered	Price
3 of: *Epakh 100 Pack Mini Kraft Paper Notebook Unlined Pocket Kraft Notebook Blank Sketchbooks Travel Journal Notepad for Kids Classroom Students School Writing, 48 Pages, 24 Sheets,4.25 x 5.5 Inch (Brown)* Sold by: Qeiuxinys (seller profile) | Product question? Ask Seller	$39.99

Condition: New

Shipping Address:
Lynn Cooper
150 WILLOW ST
BISHOP, CA 93514-2719
United States

Shipping Speed:
Delivery in fewer trips to your address

Shipped on April 18, 2023

Items Ordered	Price
12 of: *JARLINK 20 Pack 10 Colors Zipper Mesh Document Pouch, 6x9 Inch/A5, Plastic Water-Resistant File Bags, for School Office Supplies, Cosmetics Travel Storage, Assorted Color* Sold by: JarlinkDirect (seller profile)	$14.39

Condition: New

Shipping Address:
Lynn Cooper
150 WILLOW ST
BISHOP, CA 93514-2719
United States

Shipping Speed:
Delivery in fewer trips to your address

Shipped on April 15, 2023

Items Ordered	Price
7 of: *Rarlan Colored Pencils Bulk, Pre-sharpened Colored Pencils for Kids, 12 Assorted Colors, Pack of 36, Coloring Pencils 432 Count* Sold by: Rarlan (seller profile)	$39.99

Condition: New

Shipping Address:
Lynn Cooper
150 WILLOW ST
BISHOP, CA 93514-2719
United States

Shipping Speed:
Delivery in fewer trips to your address

Payment information

Payment Method:
Visa | Last digits: 1826

Billing address

Item(s) Subtotal:	$860.43
Shipping & Handling:	$0.00
Your Coupon Savings:	-$3.75

Lynn Cooper
150 WILLOW ST
BISHOP, CA 93514-2719
United States

Total before tax: $856.68
Estimated tax to be collected: $74.94

Grand Total: $931.62

Credit Card transactions

Visa ending in 1826: April 18, 2023: $931.62

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Final Details for Order #113-7934452-0717026

Print this page for your records.

Order Placed: May 8, 2023
Amazon.com order number: 113-7934452-0717026
Order Total: $269.64

Shipped on May 10, 2023

Items Ordered	Price
3 of: *Epakh 100 Pack Mini Kraft Paper Notebook Unlined Pocket Kraft Notebook Blank Sketchbooks Travel Journal Notepad for Kids Classroom Students School Writing, 48 Pages, 24 Sheets,4.25 x 5.5 Inch (Brown)* Sold by: Qeiuxinys (seller profile) | Product question? Ask Seller Condition: New	$40.99
5 of: *Watercolor Paint Set For Kids - Washable Liquid Watercolor Paint - Bulk Coloring Pallets Kit - Ideal for Preschool, Children's Art School, Party Favors - Paint Brushes Included (8 Colors, 24 Pack)* Sold by: Amazaque (seller profile) Condition: New	$24.99

Shipping Address:
Lynn Cooper
150 WILLOW ST
BISHOP, CA 93514-2719
United States

Shipping Speed:
FREE Prime Delivery

Payment information

Payment Method:
Visa | Last digits: 1826

Billing address
Lynn Cooper
150 WILLOW ST
BISHOP, CA 93514-2719
United States

Item(s) Subtotal:	$247.92
Shipping & Handling:	$0.00
Total before tax:	$247.92
Estimated tax to be collected:	$21.72
Grand Total:	**$269.64**

Credit Card transactions
Visa ending in 1826: May 10, 2023: $269.64

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PSALM 8 FINAL REPORT 2023

UNITED METHODIST SOCIAL SERVICES

A. SERVICES PROVIDED

Psalm 8 Worm Project provided training and supplies for persons interested in raising compost worms to consume food scrapes and thus divert organic waste from entering the land fill.and releasing carbon dioxide and methane gasses into the atmosphere From the period January 1st through June 30, 2023 slightly over 100 persons participated in the worm composting workshops. From that group approximately 65 became "Worm Ranchers."

The Worm Ranchers were given one half to one pound of composting worms, bedding for their worm bins, powdered egg shell for grit, and a Psal 8 Worm Rancher hat. They also received a supply of worm castings for immediate use in their home gardens. During the period consultation was provided as issues arose.

Following four months of cultivation Worm Ranchers were provided harvesting services to separate the worms and castings.

During the project period a number of educational films were shown, including "KIss The Ground" and "Fantastic Fungi." Approximately two dozen folks viewed the films.

Church members were asked to help provide materials for this project, including recycling cardboard waste for worm bedding and bringing egg shells to provide grit for the worms.

We participated in a number of presentations made through Bishop Elementary School, showing students the worm bins and demonstrating how worms help to reduce climate change.

We participated in Earth Day sharing a booth with Inyo 350.

We distributed brochures and guidelines for worm farmers through our workshops and participation in Earth Day.

B. Our expectation was to provide training and support for up to 30 participants to begin worm farming to divert food waste from the landfill. During the project year we exceeded that expectation over three fold. We estimate that through the efforts of The Psalm 8 Project between eight and ten tons of food waste has been diverted from the landfill.

Much of the diverted food waste was generated through the soup kitchen operated by the United Methodist Social Services.

The excitement many participants expressed during the project year was encouraging. One participants compared taking her bin of worms home like bringing a newborn home from the hospital. Others expressed satisfaction with increased health of the produce in their gardens.

One objective of the project we did not meet was facilitating soup kitchen participants working a garden plot at the community garden. We are anticipating working toward that objective in the coming year.

C. ***NUMBER SERVED BY GRANT***

Slightly over one hundred persons participated in workshops. Approximately 125 students were involved in demonstrations located at the FFA farm, and classroom presentations. We provided consultation to the Round Valley School District. Approximately thirty five families provided supplies for worm bedding and grit for worms. Approximately one hundred people visited our booth on Earth Day.

Estimated number of persons involved in project activities from the City of Bishop equal 200

Estimated total number of people involved in workshops and activities equal 250

TOTAL EXPENDITURES

See separate sheet

CITY OF BISHOP

377 West Line Street - Bishop, California 93514
Post Office Box 1236 - Bishop, California 93515
760-873-8458 publicworks@cityofbishop.com
www.cityofbishop.com

Small Town with a Big Backyard!

Building Permit Fees

Received $4,351.47

Department of Public Works
Building Permits Issued
8/2023

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
Commercial					
8/23/2023	Ground Level Flying 324 North Main Street Clair Concrete, Inc.	Signage / Awning	$3,500.00	$0.98	$1.00
8/18/2023	Judd and Sally Symons 214A West Line Street Forbis Electric	Electrical Permit	$1,900.00	$0.53	$1.00
8/10/2023	Schat's Bakery 763 North Main Street Dean's Plumbing and Heating, I	Sewer Line Replacement	$8,000.00	$2.24	$1.00
8/10/2023	Los Angeles DWP 682 Spruce Street Inyo County	Walk In Cooler	$70,000.00	$19.60	$3.00
8/3/2023	Great Basin Air Pollution Contr 157 Short Street Dean's Plumbing and Heating, I	Heat Pump	$6,600.00	$2.80	$1.00
8/7/2023	1650 LLC 1440 Highway 6 Breakaway Plumbing	Oxygen & Scavenger Piping	$30,000.00	$4.20	$1.00
		Commercial Totals	**$120,000.00**	**$30.35**	**$8.00**
Residential					
8/22/2023	Peter Schultz 236 North Third Street Eastern Sierra Plumbing	Water Main Replacement	$1,500.00	$0.50	$1.00
8/15/2023	Bryan McCartney 275 May Street Doug Clair, Inc.	Demo - Clean up of Property/House	$5,000.00	$0.50	$1.00

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
8/11/2023	Tim Rudolph 760 West Pine Street Landscape Solutions	Backflow	$100.00	$0.50	$1.00
8/11/2023	Dana M. Crom 486 North Fowler Street	Home Improvements	$20,000.00	$2.60	$1.00
8/10/2023	Lenore Sparks 287 Willow Street Aris Electric, LLC	Panel Upgrade / Rewire House	$5,000.00	$0.65	$1.00
8/8/2023	David Isobe 650 Grove Street A&R Construction	Reroof	$18,440.00	$1.30	$1.00
8/2/2023	Stelth Ulvang 375 East South Street Berger Solar Electric	Solar	$28,224.00	$3.67	$2.00
8/1/2023	Randi Pritchard 218 East Line Street 4 Point Plumbing	Water Line Replacement	$5,000.00	$0.65	$1.00
8/7/2023	Nancy McMurtrie 358 Short Street Manor Stove Works	Gas Stove	$1,036.00	$0.72	$1.00
		Residential Totals	**$84,300.00**	**$11.09**	**$10.00**

Building Permit Fees Received

$4,351.47

CITY OF BISHOP

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760-873-8458 publicworks@cityofbishop.com
www.cityofbishop.com

Small Town with a Big Backyard!

Building Permit Fees Collected

$9,302.03

Department of Public Works
Building Permits Issued
9/2023

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
Commercial					
9/27/2023	Best Western Bishop Lodge 1025 North Main Street Trout Electric	Tesla Charging Stations	$25,000.00	$7.00	$1.00
9/20/2023	Robin Bolser / Jeff Perry 275 South Main Street	Sewer Line Repair	$5,000.00	$1.40	$1.00
9/18/2023	LADWP 275 North Warren Street	Swamp Cooler Replacement	$5,000.00	$1.40	$1.00
9/12/2023	Al Amiri 787 North Main Street	Conduit	$7,000.00	$0.98	$1.00
9/26/2023	A & A Hospitalities 649 North Main Street Rollins Electric	Electrical Outlets	$1,200.00	$0.50	$1.00
		Commercial Totals	**$43,200.00**	**$11.28**	**$5.00**
Residential					
9/8/2023	Howard & Donna Cleland 186 South Second Street Allen's Construction	Reroof	$8,500.00	$1.30	$1.00
9/28/2023	Stelth & Dorota Ulvang 375 East South St. Bishop, CA MW Electric	Electrical Permit	$3,850.00	$0.50	$1.00
9/28/2023	789 Home LLC 771 Pivot Place Bishop Heating and Air, Inc.	Fire Sprinklers	$18,324.00	$0.00	$0.00

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
9/28/2023	789 Home LLC 782 Pivot Place Bishop Heating and Air, Inc.	Fire Sprinklers	$16,550.00	$0.00	$0.00
9/28/2023	789 Home LLC 794 Pivot Place Bishop Heating and Air, Inc.	Fire Sprinklers	$16,881.00	$0.00	$0.00
9/28/2023	789 Home LLC 763 Pivot Place Bishop Heating and Air, Inc.	Fire Sprinklers	$18,324.00	$0.00	$0.00
9/28/2023	789 Home LLC 755 Pivot Place Bishop Heating and Air, Inc.	Fire Sprinklers	$18,324.00	$0.00	$0.00
9/1/2023	Thomas Torres 829 Chamberlain Street Allen Lancaster	ADU	$90,000.00	$11.70	$4.00
9/1/2023	Parris Construction 795 Pivot Place Bishop Heating and Air, Inc.	Fire Sprinklers	$16,881.00	$0.00	$0.00
9/1/2023	Jennifer Kane 451 Short Street	Reroof and HVAC	$29,000.00	$3.77	$2.00
9/12/2023	Beryl Rea 637 Grove Street Don Roberts Roofing	Reroof	$19,000.00	$1.30	$1.00
9/14/2023	Sergio Gonzalez & Carissa Dev 286 South Third Street Clair Concrete Inc.	Sewer Lateral Replacement	$5,000.00	$0.65	$1.00
9/18/2023	Janet Reeling 156, 162 Fulton Street (148 Ful Lopez Roofing	Reroof	$17,800.00	$1.30	$1.00
9/20/2023	Gillian & Jeremiah Hart 180 Clarke Street	Bathroom Remodels	$20,000.00	$2.60	$1.00
9/26/2023	Bruce Willey 563 Grove Street Highpoint Solar	Roof Top Solar PV System	$15,000.00	$1.95	$1.00

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
9/26/2023	Thomas Grundy 512 North Second Street Highpoint Solar	Solar	$12,500.00	$1.63	$1.00
9/1/2023	James Miller 662 Grove Street Eastern Sierra Plumbing	Mini Split System	$10,000.00	$1.30	$1.00
		Residential Totals	**$335,934.00**	**$28.00**	**$15.00**

Building Permit Fees Collected

$9,302.03

City of Bishop
Planning Commission

There will be no Planning Commission Meeting
September 26, 2023

The next regularly scheduled meeting will be
October 24, 2023

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

City of Bishop
Planning Commission

There will be no Planning Commission Meeting
October 24, 2023

The next regularly scheduled meeting will be
November 28, 2023

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

Department of Alcoholic Beverage Control

State of California

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
4800 STOCKDALE HWY
STE 213
BAKERSFIELD, CA 93309
(661) 395-2731

File Number: **651228**
Receipt Number: **2828415**
Geographical Code: **1401**
Copies Mailed Date: **August 25, 2023**
Issued Date: SS

DISTRICT SERVING LOCATION: **BAKERSFIELD**

First Owner: **SHOT'S ROADHOUSE INC.**

Name of Business: **AARON SCHAT'S ROADHOUSE**

Location of Business: **871 N MAIN ST**
BISHOP, CA 93514-2433

County: **INYO**

Is Premises inside city limits: **Yes**

Census Tract: **0004.00**

Mailing Address:(If different from premises address)

Type of license(s): **47**

Dropping Partner: Yes___ No✓

Transferor's license/name: **175380 / LA CASITA INC**

License Type	Transaction Type	Master	Secondary LT And Count
47 - On-Sale General Eating Place	PER/PRM	Y	

License Type	Transaction Description	Fee Code	Dup	Date	Fee
Application Fee	DBL TRF: PREMISES AND PERSON	NA	0	08/25/23	$1,370.00
47 - On-Sale General Eating Plac	ANNUAL FEE	P0	0	08/25/23	$860.00
				Total	$2,230.00

Have you ever been convicted of a felony? **No**
Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of INYO

Date: August 25, 2023

Applicant Name(s)

SHOT'S ROADHOUSE INC.

RECEIVED
SEP - 8 2023
CITY OF BISHOP

Agenda Item: 16.A
Date of Meeting: October 23, 2023
Department: Planning

STAFF REPORT

To:	City Council
From:	Ana Budnyk
Subject:	**First Reading and Introduction of an Ordinance Approving One-Way Access For Delivery Vehicles Only In The Alley**
Prepared On:	October 13, 2023
Attachments:	Attachment A_An Ordinance_One-Way Access for Delivery Vehicles Only in the Alley Attachment B_Site Map

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Background/History:
The City of Bishop has recently received an application for an encroachment permit within the City's right-of-way (ROW) adjacent to the Eastside Student Center, located at 162 W Line St, Bishop, CA 93514. The requested encroachment permit, if granted, would entail a 6-foot extension into the City's alley right-of-way on West Line Street. This particular alley, positioned between South Main Street and South Warren Street, currently facilitates two-way vehicular traffic.

Analysis/Discussion:
The purpose of the encroachment permit is to facilitate the installation of temporary fences and planters by the Eastside Student Center. These temporary installations aim to delineate and secure an outdoor space dedicated to youth activities. Importantly, Caltrans District 9 has expressed its support for converting the alley into a one-way out-only passage, along with the recommendation for its closure to regular vehicular traffic.

To ensure transparency and involve stakeholders in the decision-making process, public notices were disseminated to adjacent property and business owners. These notices outlined two proposed options: one that would convert the alley circulation into a one-way route exiting onto West Line Street, and a second option that would entirely close vehicular access, transforming the alley into pedestrian and bicycle access only.

In response to the proposals, feedback from property and business owners underscored the critical need to maintain delivery access through the alley. The majority expressed their support for the conversion to one-way access. However, one of the adjacent business owners raised concerns about the funding of signage installation, questioning whether it should rely on taxpayers' funds.

In light of the community's feedback, the City adapted the proposal to accommodate vehicle access in the alley, recognizing the vital importance of maintaining access for delivery vehicles.

Considering the community's input and the need for inclusive access, it is recommended that the City Council approve the modification of the Unnamed Alley, between West Line Street and 201 South Main Street, to function as a one-way access route, primarily designated for pedestrian and bicycle traffic, while simultaneously preserving essential delivery truck access.

During the research, it was noticed that a similar Unnamed Alley, between West Line Street and Church Street, is not included in the City of Bishop Municipal Code Title 10, Chapter 10.24. It is proposed that both alleys be included in Chapter 10.24 - "One-Way Streets," Section 10.24.010 - "Designated".

Economic Impacts:
There is no significant economic impact.

Budget Impacts:
City’s funds for 2 signs.

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

Recommended Action:
Approve the first reading and introduction of an ordinance Approving One-Way Access For Delivery Vehicles Only In The Alley (by title only).

Approved By: Ethan Aukee / 10/16/2023
Approved By: Robin Picken / 10/18/2023
Approved By: Dean Pucci / 10/19/2023
Approved By: Nora Gamino 10/19/2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, AMENDING TITLE 10, CHAPTER 10.24, APPROVING ONE-WAY ACCESS FOR DELIVERY VEHICLES ONLY IN THE ALLEY

WHEREAS, Unnamed Alley, between West Line Street and Church Street, and Unnamed Alley, between West Line Street and 201 South Main Street, APN 0011810700, currently permit two-way vehicular circulation; and

WHEREAS, access to Unnamed Alley, between West Line Street and Church Street, is allowed from West Line Street and Church Street. Access to Unnamed Alley, between West Line Street and 201 South Main Street, is allowed from West Line Street and the parking lot on South Warren Street (APN 0011811800); and

WHEREAS, public vehicular access is granted within Unnamed Alley, between West Line Street and 201 South Main Street; and

WHEREAS, City of Bishop Municipal Code Chapter 10.24 - "One-Way Streets," Section 10.24.010 - "Designated," outlines the streets designated as one-way streets in the City and requires proper signage for traffic control.

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

1. The Unnamed Alley, between West Line Street and Church Street, and Unnamed Alley, between West Line Street and 201 South Main Street, are hereby designated as one-way streets, allowing traffic only in a northward direction, and no vehicle shall move in a direction contrary to this designation.

2. Access to Unnamed Alley, between West Line Street and Church Street, is hereby closed from Church Street. Access to Unnamed Alley, between West Line Street and 201 South Main Street, is hereby closed from West Line Street.

3. Exclusive access for delivery vehicles is granted, for businesses directly adjacent to the alley, and no vehicle unrelated to these businesses shall be allowed to pass through in Unnamed Alley, between West Line Street and 201 South Main Street, from the south edge of the 125 South Main Street property for 165 feet north to West Line Street.

4. Chapter 10.24 - "One-Way Streets," Section 10.24.010 - "Designated" is hereby modified to include:

   E. Unnamed Alley, between West Line Street and Church Street, where no vehicle shall be caused to move in a southerly direction;

F. Unnamed Alley, between West Line Street and 201 South Main Street, APN 0011810700, where no vehicle shall be caused to move in a southerly direction;

6. EFFECTIVE DATE**.** This ordinance shall be in full force and effect thirty (30) days from and after its passage and adoption.

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

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2023.

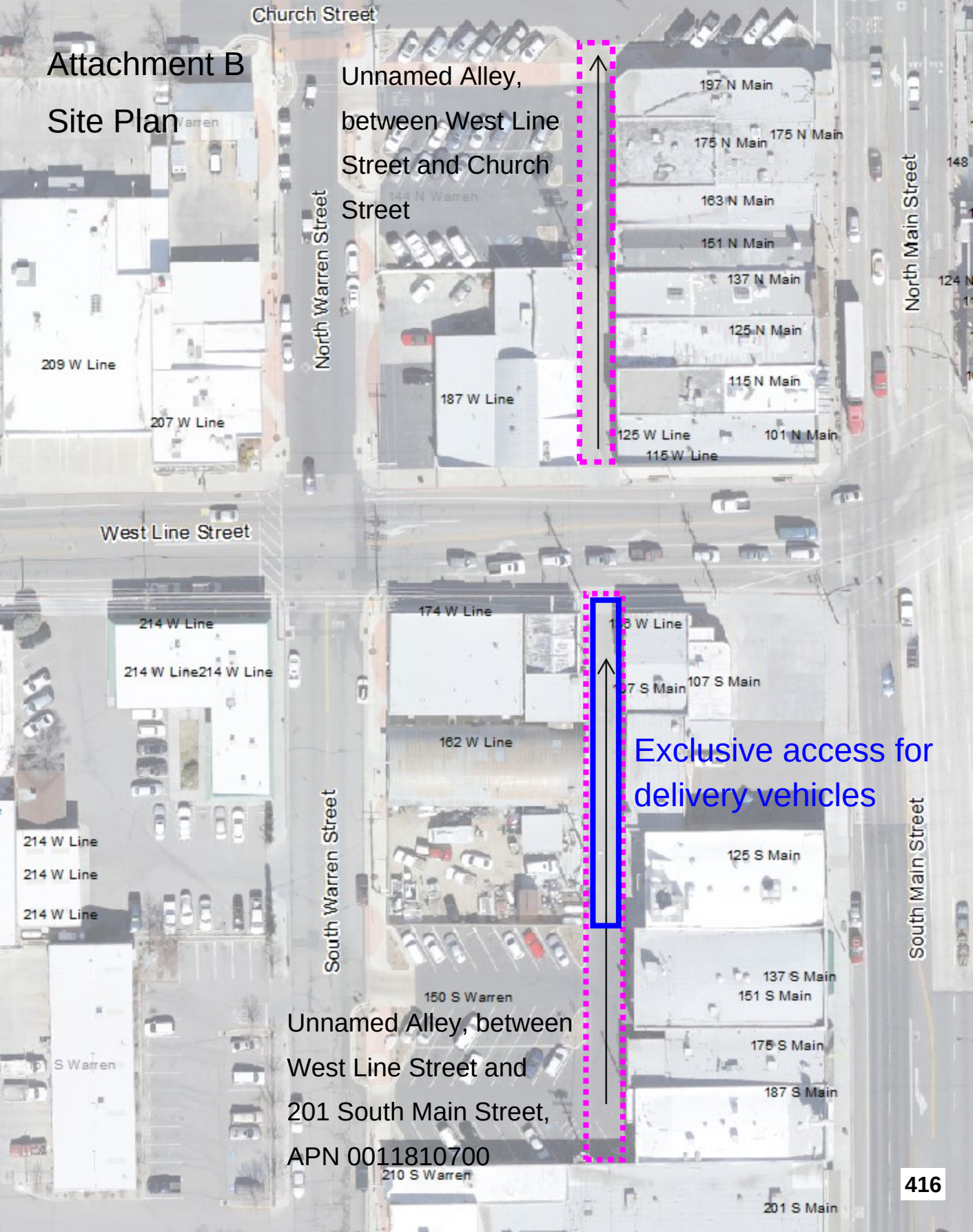
_____

Jim Ellis, Mayor

Attest:

By: _____

Robin Picken, City Clerk


Attachment B
Site Plan
Unnamed Alley, between West Line Street and Church Street
Church Street
North Warren Street
North Main Street
West Line Street
South Warren Street
South Main Street
Exclusive access for delivery vehicles
Unnamed Alley, between West Line Street and 201 South Main Street, APN 0011810700
197 N Main
175 N Main
175 N Main
163 N Main
151 N Main
137 N Main
125 N Main
115 N Main
101 N Main
125 W Line
115 W Line
187 W Line
209 W Line
207 W Line
174 W Line
214 W Line
214 W Line214 W Line
162 W Line
107 S Main
125 S Main
137 S Main
151 S Main
175 S Main
187 S Main
150 S Warren
210 S Warren
201 S Main

Agenda Item: 16.B
Date of Meeting: October 23, 2023
Department: Finance

STAFF REPORT

To:	City Council
From:	Ethan Aukee
Subject:	**Set Fiscal Year 2023-2024 Grants in Support Ad Hoc Committee**
Prepared On:	October 9, 2023
Attachments:	Fiscal Year 2023-2024 Grants in Support Application

---

Background/History:
The City of Bishop Grants in Support Program has proven to be a successful method of granting funds to non-profit organizations with the intent of providing important programs and services to our citizens and neighboring communities. The deadline for program application submission is October 31, 2023. Following receipt of applications, the applications will need to be reviewed and a determination will need to be made with regard to which applicants are awarded a grant and the amount of funding included in each awarded grant.

Analysis/Discussion:
Two Council Members are requested to serve on the Fiscal Year 2023-2024 Grants in Support Ad Hoc Committee with the City Administrator.

Economic Impacts:
The Grants in Support Program has the potential to provide for community services that City staff do not have the capacity to provide. One historical example is the granting of funds to Eastside Student Center during FY 2022-2023 for the revitalization of the Eastside Student Center Building. This project was conducted with the goal of providing a welcoming, clean and warm environment for the youth of the Bishop community and surrounding areas to gather during out-of-school time.

Budget Impacts:
Pending the number of Grants in Support applications received, the City has budgeted $56,000 in the FY 2023-2024 budget.

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

Recommended Action:
Council consideration to appoint two (2) Council Members to serve on the Fiscal Year 2023-

2024 Grants in Support Ad Hoc Committee with the City Administrator to review all Grants in Support applications received by October 31, 2023 and to make recommendations to the Council at a future meeting.

Approved By: Ethan Aukee, Assistant Finance Director
Approved By: Robin Picken 10/10/23
Approved By: Nora Gamino 10/10/2023
Approved By:

City of Bishop
Grant In Support Information Packet
FY 2023-2024



For questions, please contact:

Ethan Aukee, Assistant Finance Director

760-873-5863 x.123

eaukee@cityofbishop.com

TIMELINE

Tuesday, July 25th, 2023 – Grant Information Packets are released

8:00 a.m.
Packets can be found online at https://www.cityofbishop.com/departments/finance/
Packets can be picked up at City Hall

Tuesday, October 31st, 2023 – Grant Submittal Deadline

Grant submittal must be received by 4:30 p.m.
City Hall
377 W. Line St., Bishop, CA

Thursday, November 30th, 2023 – Grant Awardees Notified

- Grant awardees will be notified

GRANT REQUIREMENTS

Contractual and Reporting Requirements for Grant Recipients

- Successful grant recipients must plan to expend the funds within the 2023-2024 fiscal year, ending June 30, 2024.
- Organizations approved to receive grant funds must enter into a Grant Agreement with the City.
- The City has the option to require insurance certificates with endorsements to complete the Grant Agreement and release the grant funds.

Additional Information

The City:

- May request the return of awarded grant funds not expended before June 30, 2024.
- May request additional information on the proposed project and the organization.
- May recommend funding levels below amounts requested by the organization.
- Has the right to conduct a program/fiscal site visit and review all organization records related to the grant.

Organizations:

- If reapplying, organizations must have met all grant conditions and requirements and submit a final report during their most recent grant period.
- Must have a functioning Board of Directors.

Grant Final Report

- Final Reports can now be submitted online at cityofbishop.com/grants.
- Organizations are required to submit a Final Report within three months of implementing/completing the project, but no later than September 30th, 2024.
- The Final Report shall contain narrative and quantitative information and documentation of grant expenditures (Including all itemized receipts).
- Receipts for all expenses totaling grant amount must be submitted with the Final Report.
- Failure to submit a Final Report will result in the City requesting reimbursement of grant funds.
- Specifics on the Final Report will be outlined in the Grant Agreement.

CITY OF BISHOP | 2023-24 Grant in Support

FACT SHEET

Overview

The Grant in Support Program is designed to assist community-based nonprofit organizations in providing community services, art activities, programs, and events for City of Bishop residents. The intent of the funding assistance provided by the Grant in Support Program is to provide services to, or directly benefiting, residents living in the City of Bishop.

Eligibility

All nonprofit organizations providing services to Bishop residents are eligible to apply for grant funding.

Eligible Projects

- One-time projects or programs
- Program enhancements
- Pilot programs
- Capital expenditures
- Special supplies
- An organization's ongoing expenditures

Ineligible Projects

- Personnel costs
- Self-labor expenses
- Requests that fund the organization's general operations and maintenance activities
- Scholarships or other direct support to individuals or families
- Fundraising sponsorships or prizes for events

Selection Criteria

The City Council will review completed grant applications with necessary attachments and evaluate them based upon:

- Proposal project/goal and objectives
- Community needs and benefit
- Future funding to sustain programs/matches
- Organization's background
- Evaluation method
- Project timeline identifying key activities
- Estimated project line-item budget

Grant Submittal Checklist

Documentation Required:

- ✓ One (1) original of the completed Grant Application
- ✓ Three (3) page Project Proposal Narrative (Categories A-F)
- ✓ One (1) page Project Line-Item Budget (Category G)
- ✓ List of Organization's Board of Directors
- ✓ Verification of 501(c)3 status (One copy only)
- ✓ A submitted Federal Form 990 for tax year ending on or after December 31, 2022. (Applicable Federal Form 990, 990-EZ or 990-N)
- ✓ Optional: One (1) promotional attachment i.e., letter of support, picture, etc. No video or audio tapes are accepted.

- Grant submittal with required attachments in PDF files can be emailed to eaukee@cityofbishop.com or mail/deliver hard copy to the City of Bishop on or before **October 31, 2023, at 4:30 p.m.** Grant submittals received after that date and time will not be considered for funding.

City of Bishop
Attn: Ethan Aukee
Re: Grant in Support
377 W. Line St
Bishop, CA 93515

Please note:

- Failure to follow the directions as outlined above may result in grant submittal being rejected.
- Proof of insurance is not needed at this time. If selected to receive grant funds the City reserves the right to require insurance certificates with endorsements as outlined by the City. Failure to submit required insurance documents by the identified deadline may result in Grantee not receiving funding.
- The City Council will rate the grant submittal and decide if the applicants should be fully, partially, or not funded.
- Applicants may receive feedback regarding the grant submittal from the grant coordinator. The coordinator does not rate the applications nor influence the City Council funding recommendations

CITY OF BISHOP | 2023-24 Grant in Support

Grant Application

Check one: ☐ Community Services ☐ Community Arts

Name of Organization: _____

Contact Person: _____

Telephone: _____ E-Mail Address: _____

Project Title: _____

Project Location: _____

Total Project Cost: _____ Grant Amount Requested: _____

Organization's Tax ID Number: _____ Is your organization a 501(c)3? ☐ Yes ☐ No

Organization Address: _____

Does your organization carry General Liability and Workers' Compensation Insurance? ☐ Yes ☐ No
(Proof of Insurance or insurance certificates with endorsements naming City as additional insured may be required if grant is awarded.)

Has your organization received funding in the past? ☐ Yes –Year received _____ ☐ No

Attach Grant Submission Packet:
This would include:

- Project Proposal Narrative (Categories A-F)
- Project Line Item Budget (Category G)
- List of Organization's Board of Directors
- Optional: One (1) promotional attachment i.e., letter of support, picture, etc.

Attach Verification Documents:
This would include:

- Verification of 501(c)3 status
- Federal Form: 990, 990-EZ, or 990-N

To the best of my knowledge, the data and information in this grant application is true and correct, and I am authorized to file this grant application on behalf of the organization.

Name of Grant Applicant's Representative: _____

Signature: _____Date: _____

Title: _____

CITY OF BISHOP | **2023-24 Grant in Support**

PROJECT PROPOSAL NARRATIVE

A Project Proposal Narrative shall be submitted as part of the application package. The information provided in the Project Proposal Narrative will be used to evaluate completed grant proposals. The proposal narrative shall be limited to the following:

1. A narrative response to Categories A through F (listed below), no more than three (3) pages long, single-sided, double-spaced, in at least an 11-point font, with one inch (1") margins.
2. A one (1) page proposed project line item budget, as described in Category G.

The Project Proposal Narrative includes the following categories:

(*Use* the following headings and letters to organize your Project Proposal Narrative)

A) Proposed Project/Goals and Objectives (25-point maximum)

- Provide a detailed description of the proposed project; include production titles and detail if applicable.
- Outline the goals and objectives to be achieved through this grant request and how the agency will accomplish the goals and objectives.
- Provide information describing what is unique and innovative about the proposed project.

B) Community Need and Benefit (20-point maximum)

- Describe the community need for the proposed project and include any data that identifies and supports the need for the project.
- Identify what the benefit of the proposed project will be to the community and how the community will be made aware of the project.
- Identify the target population who will receive the proposed program's services and how this population will be selected.

C) Future Funding to Sustain Program/Matches (10-point maximum)

- Outline how the organization plans to sustain this program/performance beyond the current year of grant funding.
- List any dollar or in-kind match that will be made to the proposed project.
- Describe if the proposed program or project would be possible without the grant funding being requested.

D) Organization's Background (15-point maximum)

- Describe the organization's mission statement.
- Describe past experience and success as they pertain to administering similar projects.

E) Evaluation Method (10-point maximum)

- Clearly identify how and what method the organization will use to measure the success of the program as it relates to its quality and overall impact on the community.

F) Project Timeline Identifying Key Activities (10-point maximum)

- Outline the proposed timeframe in which the project will be performed. Include specific program benchmarks to be achieved.
- The timeframe should list chronologically all activities necessary to complete the project, and include the start and end dates for each activity.

G) Project Line-Item Budget (10-point maximum)

- Attach a separate page with a line-item budget for the proposed project/program that details how the grant funds will be spent on your program/project/performance. If the project budget is larger than the City grant amount requested, please provide a separate line-item budget showing the overall project/program budget and how the City grant funds will be used. (Sample project line-item budget is enclosed for your assistance.)

Sample Project Line-Item Budget

Organization Name: City of Bishop Non-Profit Organization
Proposed Project Title: Really Great Program to Benefit Community
Requested Amount: $4,500

	Project Budget	Required Grant	Grant Budget Line Item Description
INCOME			
A. Contributed			
City of Bishop	4,500	4,500	City Grant
Individual Contributions	1,500		
Business/Corporations	1,000		
Foundations			
Fundraising Events	800		
Subtotal Income Contributed	**7,800**	**4,500**	
B. Earned			
Admissions/Entry Fees	1,200		
Product Sales/Concessions	300		
Subtotal Income Earned:	**1,500**		
TOTAL PROJECT INCOME	**9,300**	**4,500**	
EXPENSES			
A. Personnel			
Administrative	3,000		
Technical			
Artistic			
Subtotal Personnel	**3,000**		
B. Operating Expenses			
Facility Rental			
Supplies	1,600	800	wood, hardware, paint
Printing	800	800	publicity flyers, posters
Contractual Services	500		
Professional Services	1,500	1,500	specialized consultant
Promotion & Publicity	1,000	600	educational brochures
Equipment	900	800	tools, supplies
Utilities			
Insurance			
Subtotal Operating Expenses:	**6,300**	**4,500**	
TOTAL PROJECT EXPENSES	**9,300**	**4,500**	

CITY OF BISHOP | **2023-24 Grant in Support**

SAMPLE FINAL REPORT

*Final Reports can now be submitted online at cityofbishop.com/grants.

Name of Organization _____

Project Title _____

A. SERVICES PROVIDED – Describe the project/program or services provided and how it benefited the community. From the evaluation method used to measure the success of the project/program implemented, describe the outcome and its impact on the community.

B. PROJECT GOALS – Describe how the project/program achieved the goals and objectives identified in the submitted funding application.

C. NUMBER SERVED BY GRANT – Describe the target population served by the project/program, and the number of City residents as well as the total number of people served by the grant funds during the reporting period.

Total number of City residents served: _____

Total number of people served: _____

D. TOTAL EXPENDITURES – Describe in detail how the grant funds received were spent.

E. ATTACHMENTS:

- ☐ **Invoices/receipts** – Attach copies of invoices for ALL expense invoices paid by City grant funds as outlined in the project line-item budget.
- ☐ **Color photograph(s) -** Attach one (1) to three (3) photographs of the program for which the grant was awarded.

Agenda Item: 16.C
Date of Meeting: October 23, 2023
Department: Community Services

STAFF REPORT

To:	City Council
From:	Dan McElroy
Subject:	**California Natural Resources (CNRA) Urban Greening Grant Agreement and Memorandum of Understanding (MOU) between the City of Bishop and Friends of the Eastern Sierra Community Gardens**
Prepared On:	October 16, 2023
Attachments:	CNRA Urban Greening Grant Agreement MOU between the City of Bishop and Friends of the Eastern Sierra Community Gardens

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Background/History:
The City of Bishop Community Services Department and the Friends of the Eastern Sierra Community Gardens have worked together to file an application with the California Natural Resources (CNRA) Urban Greening Grant for the Community Garden Enhancement Project. The application was filed on March 28th, 2022, and was awarded the Urban Green Grant funding. The Community Garden Enhancement Project will provide for demonstration areas, ADA access, trees, irrigation upgrades, compost area, and shade area within the access garden.

Analysis/Discussion:
The CNRA has selected the Community Garden Enhancement Project for funding and has made available the Agreement to be signed by the City of Bishop. The California Urban Greening Grant requires reporting and submittals for the reimbursement for expended funds. The City of Bishop Community Services Department has drafted a Memorandum of Understanding between the City of Bishop and the Friends of the Eastern Sierra Community Gardens to facilitate the reporting and reimbursement process.

Economic Impacts:
By enhancing the amenities at the City Park Community Garden, the economic impacts will help to attract community members and tourists. As the Bishop City Park is centrally located visitors will frequent local businesses and generate taxable revenue.

Budget Impacts:
The CNRA Urban Greening Grant expenditures totaling $138,920.80 were not budgeted within the Parks and Recreation FY 2023-2024 budget. The Parks and Recreation Department's

budget will need to be increased by $138,920.80, but General Fund revenue will increase by the same amount as the grant is 100% reimbursable.

The affected budget accounts are 001-000-40008 (Urban Greening Grant, Revenue) and 001-031-58030 (Urban Greening Grant, Expenditure).

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

Recommended Action:

1. Authorize the City Administrator to sign the Agreement with California Natural Resources for the Urban Greening Grant;
2. Approve the Memorandum of Understanding between the City of Bishop and the Friends of the Eastern Sierra Community Gardens for the administration of the California Urban Greening Grant; and
3. Approve the increased General Fund revenue and Parks and Recreation expenditures within the FY 2023-2024 budget, both in the amount of $138,920.80.

Approved By: Ethan Aukee 10/17/2023
Approved By: Robin Picken 10/17/2023
Approved By: Dean Pucci 10/17/2023
Approved By: Nora Gamino 10/19/2023

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

GRANTEE NAME: City of Bishop

PROJECT TITLE: The Bishop Community Garden Expansion and Enhancement Project

AUTHORITY: Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)

PROGRAM: Urban Greening Grant Program

AGREEMENT NUMBER: UG2104-0

TERM OF LAND TENURE: 20 years from date of project completion as evidenced by Project Certification Form

PROJECT PERFORMANCE PERIOD: 10/1/2023 to 12/31/2025

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency, agrees to fund the project up to the total grant amount indicated pursuant to Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021).

PROJECT DESCRIPTION: See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to Exceed **$138,920.80** (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

CITY OF BISHOP	**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY**
By: _____	By: _____
Deston Dishion	Andrea Scharffer
Title: City Administrator	Title: Deputy Assistant Secretary, Bonds & Grants
Date: _____	Date: _____

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING	AGREEMENT NO.	FUND
$138,920.80	**UG2104-0**	**0001 – General Fund**
ADJ. INCREASING ENCUMBRANCE		FI$CAL PO NO.
ADJ DECREASING ENCUMBRANCE	FUNCTION	
	Local Assistance	

UNENCUMBERED BALANCE	REF NO.	FUND	ENACTMENT YEAR	ACCOUNT NO.	ALT ACCOUNT
	101	**0001**	**2021**	**5432000**	**5432000000**

PROGRAM	PCBU	PROJECT	ACTIVITY	RPTG STRUCTURE	SVC LOCATION	AGENCY USE	BUDGET PERIOD
0320	**0540**	**0540UG21040**	**21139**	**05402001**	**21139**	**N/A**	**2022**

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF ACCOUNTING OFFICER _____ DATE _____

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

GRANTEE NAME: City of Bishop

PROJECT TITLE: The Bishop Community Garden Expansion and Enhancement Project

AGREEMENT NUMBER: UG2104-0

AUTHORITY: Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)

PROGRAM: Urban Greening Grant Program

PROJECT DESCRIPTION

Project to enhance the Bishop Community Garden with new plots and trees. Paved pathways will provide improved access to the new plots.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant funds are to be used to reduce GHG emissions by creating, enhancing, or expanding community parks and green spaces and/or using natural systems or systems that mimic natural systems to achieve multiple benefits in accordance with the provisions contained in the Urban Greening Grant Program and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the Application Guidelines. Size, location, and number of signs shall be approved by the State. Required signage must be in place before Grant Funds for construction will be released.

2. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. If the plant palette includes non-natives, provide justification for review and approval by the State. All plantings will be no greater than fifteen gallons. Approval of said plans is a condition precedent to the State's obligation to make any construction funding available pursuant to this Agreement. The approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope of work as described in Exhibit A and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable laws or any other standards ordinarily applied to such work or activity.

3. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received funds under this Agreement in

order to assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.

General Provisions

A. Definitions

1. The term "Act" means Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021).

2. The term "Agreement" means this Grant Agreement.

3. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.

4. The term "Application Guidelines" means the Urban Greening Grant Program Grant Guidelines and Application.

5. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.

6. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).

7. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.

8. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific Urban Greening project objectives within a specific project performance period by the Grantee.

9. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.

10. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.

11. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the Urban Greening project beyond the Grant Funds provided by this Agreement.

12. The term "Payment Request Form" means Form RA212.

13. The term "Project" means the Development activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.

14. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.

15. The term "Project Scope" means the description or activity of work to be accomplished by the Urban Greening Project.

16. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.

17. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivisions of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.

2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.

3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the terms and conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2026**.

4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

   Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

   Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the Urban Greening Grant Program and is consistent with the intent cited in the original Application.

   If a grantee's project is disapproved on grounds related to the Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Resource Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.

6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for

construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction, all applicable permits, and licenses (e.g., state contractor's license) will have been obtained.

7. Grantee shall provide access to the State upon 24-hours' notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.

8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.

9. Grantee shall provide for public access to the Project where feasible.

10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.

11. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.

12. If a nonprofit organization, Grantee certifies the corporation is qualified under Section 501(c)(3) of the Internal Revenue Service Code, has an active status with the Secretary of State, and is current with the Attorney General's Registry of Charitable Trusts. Failure by the Grantee to remain in compliance with these nonprofit requirements may be cause for suspension of all obligations of the State hereunder and termination of this Agreement.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:

2. Approved direct management costs or construction and Development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.

3. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

4. Payment Documentation:

5. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents

the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.

6. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

7. Grant Funds in this award have a limited period in which they must be expended. All Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.

8. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A as approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved in writing by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for preliminary costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly submit written Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.

2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.

3. Grantee agrees to use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.

4. Grantee shall submit all documentation for Project completion and final reimbursement within ninety (90) days of Project completion, but in no event any later than **March 1, 2026**.

5. Final payment is contingent upon State verification that the Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.

6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.

7. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State. The State may also terminate this Grant Agreement for any reason at any time if it learns that the Grantee made false representations during the evaluation process, either knowingly or because Grantee failed to act reasonably. This can include, but is not limited to, identifying conditions or uses at the site that would otherwise be inconsistent with the purposes of the award, or would have deemed the project less competitive. The State reserves the right, in such cases, to require Grantee to repay any amounts already expended.

2. If the State terminates the Agreement without cause prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for and reimburse to Grantee any eligible, reasonable, and non-cancelable obligations and costs incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

3. If the Grantee fails to complete the Project in accordance with this Agreement or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. Notwithstanding anything to the contrary contained in the previous sentence, Grantee shall not be liable for repayment to the State of any amounts disbursed by the State in the event Grantee fails to complete the Project or fails to fulfill any other obligations of this Agreement as a result of the negligent acts or omissions or the willful misconduct of the State or its agents, officers, or employees. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.

4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.

5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the preservation, enhancement or establishment of community green areas and spaces for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of

money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence or willful misconduct of State, its officers, agents, and employees.

2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Acquisition, development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence or willful misconduct of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.

2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.

3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be

unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.

2. Grantee shall maintain, operate, and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of **TWENTY (20) YEARS**, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.

3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.

4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to: (1) the amount of the grant, (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.

5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.

6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth

in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different, or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant

Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.

2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

EXHIBIT A

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

Urban Greening Grant Program
Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)

GRANTEE NAME: City of Bishop

PROJECT TITLE: The Bishop Community Garden Expansion and Enhancement Project

AGREEMENT NUMBER: UG2104-0

PROJECT LOCATION: 668 N Main Street, Bishop, CA 93514

PROJECT SCOPE:

Project to enhance the Bishop Community Garden with new plots and trees. Paved pathways will provide improved access to several of the new plots. Project will include four demonstration gardens: a Monarch Garden, Restorative Garden, Access Garden, and Welcome Garden. New infrastructure will be added such as a composting station, shade pergola and new irrigation.

Project elements funded by grant funds include:

- Project administration
- Equipment rentals
- Irrigation
- Install approximately:
  - 19 trees*
  - 24 shrubs and perennials*
  - Soil additives
  - 2 cubic feet of mulch
  - 2 cubic feet of soil amendment
  - 36 bags of potting soil
  - 40 square feet of gravel
  - 1 12x16 ft pergola
  - 1 4x8 ft pergola
  - 6 planter boxes
  - 1 wood arbor
  - 1 metal arbor
  - 7 benches
  - 1 cast iron butterfly bench

- 1 arbor with built in benches
- 1,014 sq ft concrete ADA paths
- 500 lbs of slate stone for garden path
- 6 concrete berms for compost bins
- 77 linear feet path edging material1

- BCG Welcome sign
- 1 funding acknowledgement sign
- Compost tools

The primary access to the Bishop Community Garden and the Bishop Community Demonstration Garden is from the concrete Pine to Park Path which borders the north and east sides of the gardens, and four unlocked gates provide access to the private gardening beds.

PROJECT SCHEDULE:

ACTIVITY DESCRIPTION	TIMELINE (MONTH AND YEAR RANGE)
Preliminary work on the project	October 2023-November 2023
Submit CEQA documents to State	Complete
Submit final site designs/plans/specs to State*	October 2023
Submit evidence of signage	August 2025
Mobilization, begin construction and/or other key activities	November 2023-Novemner 2024
Plant establishment**	March 2024-Ocotber 2025
Hardscaping	November 2023-April 2025
Record MOUGA and Submit final payment request and close out documents to State	December 2025

** A plant palette for all plants within the footprint of the project must be submitted with final designs and reflect appropriate species for the site, with consideration given to carbon sequestration, inclusion of native species where feasible, pollinator habitat, and low water, drought tolerant plantings. Trees, regardless of the funding source, may not exceed 15 gallons in initial planting size.*

All projects must comply with the Model Water Efficient Landscape Ordinance (MWELO), all Governor Executive Orders, and local water ordinances.

***Plant establishment reimbursed by the grant not to exceed two (2) years.*

COST ESTIMATE: See Exhibit A-1

Exhibit A-1: Cost Estimate
Bishop Community Garden Enhacement and Expansion Project
City of Bishop
UG2104-0

Task No	PROJECT ELEMENT	Total Amount	Urban Greening Grant	In-Kind Funds	Grantee Funds
	NON-CONSTRUCTION				
1	**Planning Design & Permitting**				
1.1	Garden Design	$1,500.00	$0.00	$1,500.00	
1.2	Map Making- Cartographer	$300.00	$0.00	$300.00	
2	**Direct Project Management & Administration**				
2.1	Administration	$6,615.00	$6,615.00		
2.2	Grant Writing	$6,000.00	$0.00	$6,000.00	
2.3	Technical Consultants	$200.00	$0.00	$200.00	
	Subtotal Non-Construction (not to exceed 25% of grant)	**$14,615.00**	**$6,615.00**	**$8,000.00**	
	CONSTRUCTION				
3	**Site Preparation**				
3.1	Bermuda Grass Removal	$1,000.00		$1,000.00	
3.2	Equipment Rental	$900.00	$900.00		
3.2	Grading & Excavating	$600.00		$600.00	
4	**Greening Elements**				
4.1	Trees (15-gallon)	$1,096.00	$1,096.00		
4.2	Plants	$4,976.00	$4,976.00		
4.3	Soil Additives				
4.4	a. Compost	$500.00	$500.00		
4.5	b. Mulch bags	$140.00	$140.00		
4.6	c. Mulch donated	$375.00			$375.00
4.7	d. Potting soil	$324.00	$324.00		
4.8	e. Soil Amendment	$90.00	$90.00		
5	**Irrigation**				
5.1	Installation	$33,000.00	$33,000.00		
5.2	Equipment	$25,277.00	$25,277.00		
5.3	Installation of drip lines and timers	$1,200.00		$1,200.00	
6	**Hardscape**				
6.1	Gravel	$59.00	$59.00		
6.2	Solarization Plastic	$112.00	$112.00		
6.3	Pergola- 12x16	$10,700.00	$10,700.00		
6.4	Pergola- 4x8 foot	$3,500.00	$3,500.00		
6.5	Accessible planter box	$3,360.00	$3,360.00		
6.6	Rock for access planter	$110.00	$0.00		$110.00
6.7	Wood Arbor (Access Garden)	$1,500.00	$1,500.00		
6.8	Metal Arbor (Monarch Garden)	$500.00	$500.00		
6.9	Benches	$7,000.00	$7,000.00		
6.1	Cast-iron butterfly bench (Monarch Garden)	$550.00	$550.00		
6.11	Arbor w/ built in benches (Welcome Garden)	$2,500.00	$2,500.00		
6.12	Materials for artwork made by BUHS shop	$2,500.00			$2,500.00
6.14	Concrete ADA paths	$15,636.00	$15,636.00		
6.15	Bulk Slate Stone	$225.00	$225.00		
6.16	Recycled Concrete Berms for Compost Bins	$300.00	$300.00		
6.17	Path Edging Material (Restorative Garden)	$600.00	$600.00		
7	**Signage**				
7.3	Sign for Welcome Garden				
7.4	a. Materials	$1,776.00	$1,776.00		
7.5	b. Labor	$300.00		$300.00	
7.6	BCG Welcome Sign	$2,000.00	$2,000.00		
8	**Tools and Equipment (Compost)**	$3,157.00	$3,157.00		
9	**Other**				
9.1	Funding Acknowlegement Sign	$500.00	$500.00		
	Subtotal Construction	**$126,363.00**	**$120,278.00**	**$3,100.00**	**$2,985.00**
	Contingency (not to exceed 10% of grant)		**$12,027.80**	**$0.00**	
	PROJECT TOTAL	**$155,990.80**	**$138,920.80**	**$11,100.00**	**$5,970.00**

*All invoices and receipts for all project expenditures from all funding sources will be retained and made available in the event of any future State Audit.
**Only direct project management costs are eligible; no overhead/indirect costs are reimbursable. In-service payroll may not include a "billable rate" or administrative cost allocation.

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN

THE FRIENDS OF THE EASTERN SIERRA GARDENS AND THE CITY OF BISHOP

The Memorandum of Understanding ("MOU") is entered into the _____ day of _____, 2023, by and between the Friends of Eastern Sierra Gardens, an unincorporated nonprofit association ("Friends") and the City of Bishop ("City") to cooperatively administer the Urban Greening Grant awarded by the California Natural Resources Agency for the Bishop Community Garden Expansion and Enhancement Project ("Project"). Collectively, all parties to the MOU shall be referred as ("Partners") or individually as ("Partner").

I. Recitals

WHEREAS, the City wishes to support the efforts of non-profits and other community partners to secure grant funding for projects benefitting the greater Bishop community, and wishes to encourage community partners to seek and secure independent grant funding to build a more beautiful, verdant, and vibrant community; and

WHEREAS, the Bishop Community Garden benefits the wider Bishop community by exhibiting best garden practices, gardening diversity, and experimentation and by providing individuals an opportunity to produce organically grown vegetables, herbs, and flowers in an environmentally friendly and sustainable way, which also serves to educate and beautify the community; and

WHEREAS, the City of Bishop has applied to the California Natural Resources Agency for the Urban Greening Grant for the Bishop Community Garden Expansion and Enhancement project ("Project") in the amount of $138,920.80 on behalf of the Friends of the Eastern Sierra Gardens; and

WHEREAS, the Bishop Community Garden Expansion and Enhancement Project will expand and enhance of the community garden and improve the City park by increasing areas of gardening demonstration beds, improve water efficiency, provide shaded rest areas, provide increased greening and shading along the Pine to Park Path, increase education potential, and integrate the disadvantaged communities of Bishop; and

WHEREAS, the City of Bishop has limited staff capacity to absorb grant administration to support the Project; and

WHEREAS, a cooperative effort between the Partners is necessary in order to successfully implement the Project.

II. AGREEMENT

The City agrees to the following:

1. The City will reimburse the Friends of the Eastern Sierra Garden on the last day of the month upon receipt of a monthly invoice and project report from the Friends for expenditures related to the Project.
2. The City will reimburse the Friends of the Eastern Sierra Garden for a total amount not-to-exceed $138,920.80 (contingent on grant award).

The Friends of Eastern Sierra Community Garden agrees to the following:

1. The Friends of Eastern Sierra Community Garden will be responsible for fulfilling the terms and scope of work described by the grant agreement between the California Natural Resources Agency and the City of Bishop for the Bishop Community Garden Expansion and Enhancement Project.
2. The Friends of Eastern Sierra Community Garden will be responsible for submitting to the City of Bishop, monthly, an itemized statement of all work performed, and expenditures related to the Project. This statement will be submitted to the City not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will describe all work completed and provide receipts for all goods and services procured during the statement period.
3. The Friends of Eastern Sierra Community Garden will be responsible for all grant reporting, including but not limited to:
    a. Preparing all (monthly/quarterly) invoices and project reports to the California Natural Resources Agency to the satisfaction of the City of Bishop and the California Natural Resources Agency (terms will be contingent on the terms of the grant agreement with CNRA).
    b. Any required close-out reports.
    c. Any other grant reporting or grant administration tasks required by the agreement with the California Natural Resources Agency to be determined and agreed to by all Parties after the grant is awarded.
4. All correspondence with the California Natural Resources Agency shall include the City of Bishop Community Services Manager.
5. The Friends of Eastern Sierra Community Garden shall provide 30 days-notice to the City of Bishop if it is anticipated a contract amendment for the grant agreement between the California Natural Resources Agency and the City of Bishop is necessary.
6. No work on the Project may begin prior to the grant agreement with the California Natural Resources Agency and the City of Bishop being fully executed, and a notice-to-proceed is provided to the Friends of the Eastern Sierra Community Garden from the City of Bishop.
7. Any contractors procured by the Friends of Eastern Sierra Community Garden are not contractors or employees of the City of Bishop. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
8.

Without the prior written consent of the other Partner, no Partner shall have the authority to

1. Do any act in contravention of this MOU.
2. Do any act which would make it impossible for the partners to carry out their businesses.
3. Transfer or assign their rights in the MOU, provided that Partners may assign rights in the MOU to a Single Purpose Entity to be formed by a Partner.
4. Commingle or permit the commingling of Project development funds with the funds of any other person or entity; and
5. Terminate this MOU without reasonable cause.

III. TERM

This MOU takes effect upon the signature of officials from the Partners who are authorized to enter into such agreements and shall remain in effect until completion of the Project. This MOU may be extended or amended upon mutual agreement of all of the Partners.

This MOU may be sooner terminated upon notice of any Partner, if the other Partner fails to perform obligations under this MOU and such failure shall continue for a period of at least thirty (30) days after written notice thereof from the party claiming such default, or such longer period as reasonably necessary to cure such default, provided that the defaulting party is proceeding diligently with such cure.

This MOU will automatically terminate upon completion of the Project unless one of the termination events specified herein occurs first. Prior to Project completion, this MOU may be terminated by any of the Partners by written notice to each of the other parties following the occurrence of any of the following events:

1. The Friends fail to provide monthly invoices and project updates reports as required by this MOU.
2. The Friends fail to meet the fulfill the scope of work and project timeline described in the agreement between the City of Bishop and the California Natural Resources Agency.

IV. AMENDMENT

This MOU may not be amended except in writing signed by all Parties. This MOU shall be binding on all successors and assigns of the Parties.

V. INDEMNIFICATION

Each Partner agrees to indemnify, defend, and hold harmless the other Partner and its directors, employees, officers, and partners from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including reasonable attorney's fees), arising directly or indirectly, in whole or in part, out of the negligence of the indemnifying party in connection with this MOU or work provided hereunder, except to the extent caused by the gross negligence or willful misconduct of the indemnified party. The provisions of this paragraph shall survive termination of this MOU.

ACCEPTANCE AND APPROVAL

Agreed to by:

PARTNER:

_____ _____

Bobbie Stryffeler
Friends of the Eastern Sierra Gardens Date

PARTNER:

By:_____ _____

Jim Ellis Date
Mayor, City of Bishop

ATTEST:

By: _____ _____

Robin Picken Date
City Clerk

APPROVAL AS TO FORM:

By:_____ _____

Dean Pucci Date
City Attorney

Agenda Item: 16.D
Date of Meeting: October 23, 2023
Department: Administration

STAFF REPORT

To:	City Council
From:	Nora Gamino
Subject:	**Cost Share Agreement for Emergency Medical Services**
Prepared On:	October 17, 2023
Attachments:	EMS Cost Share Agreement GMR-Inyo County EMS INTERIM Contract

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Background/History:
The County of Inyo ("Inyo") historically arranged for emergency medical services ("EMS") for the greater Bishop, CA area through the Inland Counties Emergency Medical Agency ("ICEMA") joint powers authority exclusive operating area ("EOA") non-financial agreements with a private provider. In April, 2023, the most recent EOA EMS provider terminated its agreement to provide EMS services. Since the termination of that agreement, Inyo and other local agencies initiated a process to establish a new EOA EMS agreement. While that process is ongoing, Inyo entered into non-EOA EMS agreements with EMS providers in order to ensure continued EMS coverage in the greater Bishop area. The non-EOA EMS agreements since July 2023, to date, have included a subsidy from Inyo to the EMS provider.

The Parties to this Agreement, (County of Inyo, City of Bishop, and Bishop Paiute Tribe) desire for the provision of advanced life support and additional EMS services for the greater Bishop, California area as set forth in the attached draft agreement between Inyo County and Cal-Ore Life Flight LLC ("EMS Provider"), or services substantially equivalent thereto (the "EMS Agreement"). Inyo shall be responsible for paying the EMS Provider under the EMS Agreement and it is the intention of the parties to this separate Agreement to provide for each party's respective share of the total payment the EMS Provider shall receive under the EMS Agreement.

Analysis/Discussion:
The County of Inyo incurred EMS services costs for the greater Bishop, CA area since July, 2023, and intends to enter into the EMS Agreement, for a maximum cost $345,197, through December 31, 2024. The Parties to this Agreement shall contribute the following maximum amounts:

County of Inyo	$191,850
City of Bishop	$102,151

Bishop Paiute Tribe $51,196

The City and the Tribe shall pay to the County their respective share of costs, on a quarterly basis (January 1, April 1, July 1, October 1) with the first payment being made within 30 days after the County provides written notice to the City and the Tribe that it has entered into the EMS Agreement. Should the cost of EMS Services, including the cost of the EMS Agreement, ultimately be less than the anticipated $345,197, due to a later entry into the EMS Agreement, an early termination of the EMS Agreement, or otherwise, the cost share of each Party to this Agreement shall be reduced proportionately. Should another source of funding contribute to the cost of the EMS Agreement, the share of the Parties shall be reduced accordingly and proportionately.

Economic Impacts:
None

Budget Impacts:
The City's not-to-exceed amount for this agreement is $102,151 over two fiscal years. This item was not included in the FY 2023/ 2024 budget and will be accounted for in a mid-year budget adjustment.

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

Recommended Action:
Council to approve the Cost Share Agreement for Emergency Medical Services with Inyo County and the Bishop Paiute Tribe in the not-to-exceed amount of $102,151.

Approved By: Ethan Aukee 10/18/2023
Approved By: Robin Picken 10/19/2023
Approved By:
Approved By: Nora Gamino 10/19/2023

COST SHARE AGREEMENT FOR EMERGENCY MEDICAL SERVICES CONTRACT

This Cost Share Agreement ("Agreement") is entered into as of _____, 2023, ("Effective Date") by and among the County of Inyo ("Inyo"), the City of Bishop ("Bishop"), and the Bishop Paiute Tribe ("Tribe"), for the purpose of allocating costs associated with emergency medical services provided to the greater Bishop, California area. The County, the City, and the Tribe are collectively referred to as the "Parties" for purpose of this Agreement.

RECITALS

1. Inyo historically arranged for emergency medical services ("EMS") for the greater Bishop, CA area through the Inland Counties Emergency Medical Agency ("ICEMA") joint powers authority exclusive operating area ("EOA") non-financial agreements with a private provider.

2. In April, 2023, the most recent EOA EMS provider terminated its agreement to provide EMS services.

3. Since the termination of that agreement, Inyo and other local agencies initiated a process to establish a new EOA EMS agreement.

4. While that process is ongoing, the County entered into non-EOA EMS agreements with EMS providers in order to ensure continued EMS coverage in the greater Bishop area. The non-EOA EMS agreements since July, 2023, to date, have included a subsidy from the County to the EMS provider.

5. The Parties to this Agreement desire for the provision of advanced life support and additional EMS services for the greater Bishop, California area as set forth in the attached draft agreement between Inyo County and Cal-Ore Life Flight LLC ("EMS Provider"), or services substantially equivalent thereto (the "EMS Agreement").

6. Inyo shall be responsible for paying the EMS Provider under the EMS Agreement and it is the intention of the parties to this separate Agreement to provide for each party's respective share of the total payment the EMS Provider shall receive under the EMS Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

1. **Recitals**. The above recitals are adopted by the Parties as if fully set forth herein.

2. **Shared Costs.** The County of Inyo incurred EMS services costs for the greater Bishop, CA area since July, 2023, and intends to enter into the EMS Agreement, for a maximum cost of three hundred forty-five thousand one hundred ninety-seven dollars ($345,197), through December 31, 2024.

a. County of Inyo. The County shall contribute a maximum of one hundred ninety-one thousand, eight hundred and fifty dollars ($191,850) to EMS services from July, 2023 through December 31, 2024, including the cost of the EMS Agreement.

b. City of Bishop. The City shall contribute a maximum of one hundred two thousand, one hundred and fifty-one dollars ($102,151) to the EMS Agreement.

c. Bishop Paiute Tribe. The Tribe shall contribute a maximum of fifty-one thousand, one hundred and ninety-six dollars ($51,196) to the costs of the EMS Agreement.

3. **Payment of Funds**.

a. The City and the Tribe shall pay to the County their respective share of costs, on a quarterly basis (January 1, April 1, July 1, October 1) with the first payment being made within 30 days after the County provides written notice to the City and the Tribe that it has entered into the EMS Agreement. Such payment shall be made to:

Inyo County
PO Drawer N
Independence, CA 93526
Attn: Denelle Carrington

b. Should the cost of EMS Services, including the cost of the EMS Agreement, ultimately be less than the anticipated $345,197, due to a later entry into the EMS Agreement, an early termination of the EMS Agreement, or otherwise, the cost share of each Party to this Agreement shall be reduced proportionately.

c. Should another source of funding contribute to the cost of the EMS Agreement, the share of the Parties shall be reduced accordingly and proportionately.

4. **Status of Parties.** All acts of the parties to this agreement, their agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of any other party. Each party to this Agreement, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of any other party to the agreement.

5. **Hold Harmless.** Each party to this Agreement shall hold each other harmless, defend and indemnify all other parties to the Agreement and their officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with said party's performance of work hereunder to the extent such loss or damages which was caused by the negligence or willful misconduct of the party.

6. **Amendment.** This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

7. **Notice.** Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor

or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

a. County of Inyo:
County Administrator
PO Drawer N
Independence, CA 93526
(760) 878-0292

b. City of Bishop:
City Administrator
377 West Line Street
Bishop, CA 93514
(760) 873-5863

c. Bishop Paiute Tribe:
Chief Executive Officer
50 Tu Su Lane
Bishop, CA 93514
(760) 873-3584

8. Entire Agreement. This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, _____.

COUNTY OF INYO

By:_____

_____
Type or Print Name

CITY OF BISHOP

By:_____

_____
Type or Print Name

BISHOP PAIUTE TRIBE

By:_____

_____
Type or Print Name

DRAFT

AGREEMENT BETWEEN COUNTY OF INYO AND CAL-ORE LIFE FLIGHT LLC FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Emergency Medical services of Cal-Ore Life Flight LLC (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish within County emergency medical services as detailed in Attachment **A**, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those applicable provisions of the Health and Safety Code.

2. TERM.

The term of this Agreement shall be for the period, beginning October 23, 2023, and ending December 31, 2024, or upon the award of an Exclusive Operating Area Agreement to an EMS provider for part or all of the operating area subject to this Agreement described in Attachment **A**. If an Exclusive Operating Area Agreement is not entered into by December 31, 2024 by or on behalf of the County and an ambulance provider, this Agreement shall be automatically renewed for additional thirty (30) day periods subject to either party providing notice of non-renewal to the other party no less than thirty (30) days prior to the applicable renewal date.

At any time during the term of this Agreement, in the event of a significant change or potential significant change beyond the parties' control that will affect the costs, revenue or delivery of services, a party may send written notice to the other party to meet and confer on the impact of the change and discuss proposed amendments including, but not limited to a rate adjustment, a subsidy, operational changes or other changes. If the parties cannot negotiate a mutually acceptable resolution to the requested change within thirty (30) days, either party may terminate this Agreement with ninety (90) days' written notice to the other.

3. CONSIDERATION AND RATES.

In consideration for entering into this Agreement, Contractor shall be permitted to provide emergency medical services on a non-exclusive basis within the area described in Attachment **A**. Except as otherwise provided for in Attachment B, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

The County finds that regulating ambulance service rates is necessary to ensure availability, sustainability and adequacy of ambulance services in the Agency. The rates are set forth by the County and are hereby established by the County exercising sound legislative judgment and shall be the only allowable ambulance service fees to be charged and collected in the Agency for both private and public ambulances. Contractor shall comply with the rate requirements set forth by the County. Further, Contractor shall not discount its rates or collect a rate less than the rates set forth in herein (except where required by law, e.g., Medicare or Medicaid, or where a patient meets Contractor's compassionate care policy).

4. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in Attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, authorization to operate from the Inland Counties Emergency Medical Agency, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non- procurement Programs issued by the General Services Administration available at: http://www.sam.gov.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. Unless expressly provided for in the Schedule of Fees (Attachment **B**), County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Unless expressly provided for in the Schedule of Fees (Attachment **B**), responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor. Any supplies, equipment, vehicles, materials, etc. paid for by County under this Agreement are the personal property of County.

6. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

7 INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment **C** and with the provisions specified in that attachment.

8. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, employees, and volunteers, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment **A**, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control

with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, employees, and volunteers are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

9. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, employees, or volunteers. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, volunteers, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

10. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

11. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, employees and volunteers shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, employees, and volunteers shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

12. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further,

Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor.

14. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty (20) (Amendment).

15. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

16. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

17. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

18. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

19. RESERVED.

20. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

21. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo:

Attention CAO
1360 N. Main Street Suite 201
Box ___,
Independence, California,

Contractor:

Attention Regional Director
Cal0ORE Life Flight LLC
770 Airport Road
Bishop, California, 93514

22. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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AGREEMENT BETWEEN COUNTY OF INYO
AND CAL-ORE LIFE FLIGHT LLC
FOR THE PROVISION Emergency Medical Services - 9-1-1 Ambulance Service **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ___DAY OF_____,_____.

COUNTY OF INYO

By:
_____
Signature

_____
Print or Type Name

Dated:_____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

CONTRACTOR

By:_____
Signature
Sean Russell, Region President
Print or Type Name

Dated:_____

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ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND CAL-ORE LIFE FLIGHT LLC
FOR THE PROVISION Emergency Medical Services - 9-1-1 Ambulance Service **SERVICES**

TERM:

FROM: July 24, 2023 **TO:** August 22, 2023

SCOPE OF WORK:

Description of Non-Exclusive Operating Area: The operating area is defined as the City of Bishop and surrounding area, which includes the area North of Bishop to the Mono County line on Highway 395, South of Bishop to Keough's Road on Highway 395, East of Bishop to the Mono County line on Highway 6 and to the end of roads West of Bishop. See Exhibit 1

Provide emergency medical and transport services in the non-exclusive operating area, as set forth in the California Health and Safety Code Division 2.5, and as required by the Inland Counties Emergency Medical Agency (ICEMA). Services and requirements shall include:

1) PROVIDER shall respond to all 9-1-1 emergency response requests with, at minimum, one (1) Advanced Life Support ("ALS") Ambulance staffed with one (1) paramedic and one (1) EMT.

2) PROVIDER shall provide one (1) Basic Life Support ("BLS") Ambulance staffed with one EMT for airport transfers.

3) Provider shall endeavor to provide one (1) additional EMT or Paramedic available for emergency call out in a Quick Response Vehicle (QRV) if staff are available.

4) Endeavor to provide one (1) non-dedicated, as available, BLS ambulance as back-up and surge response for 9-1-1 emergency response requests.

5) Hire appropriate ALS and BLS personnel on a temporary basis to augment existing staffing for deployment.

6) Provide Medical Direction and CQI Quality Oversight.

7) PROVIDER shall endeavor to provide standby special event services upon request, so long as there will be no resulting disruption to PROVIDER's ability to respond to 9-1-1 emergency response requests as otherwise set forth herein;

8) PROVIDER shall ensure equipment standards are maintained at a level required by ICEMA during the duration of this Agreement;

9) PROVIDER shall ensure all employees or agents functioning as paramedics or EMTs are certified, accredited and licensed by both the state EMS Authority and the ICEMA standards, and work within the scope of their certification;

10) PROVIDER may enter into a mutual aid agreement with other area emergency response agencies to assist in coverage of 9-1-1 emergency calls to ensure response coverage;

11) PROVIDER shall document calls electronically using ICEMA electronic health record or an approved alternative platform and record, at a minimum, 9-1-1 responses, level of patient care provided, whether the response resulted in an ambulance transport, time of response and other data as required by ICEMA;

12) PROVIDER shall participate in the Inyo County Emergency Medical Care Committee (EMCC) by designating a representative to serve on the committee;

13) PROVIDER shall immediately notify County of any failure to respond within the scope of work;

14) PROVIDER shall remit run data to County's tracking system on at least a weekly basis.

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ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND CAL-ORE LIFE FLIGHT LLC
FOR THE PROVISION EMERGENCY MEDICAL SERVICES - 9-1-1 AMBULANCE SERVICE

TERM:

FROM: October 23, 2023 **TO:** December 31, 2024

SCHEDULE OF FEES:

Availability Fee. In addition to the right of Contractor to bill and collect fee for service from third-parties and patients, as additional consideration for Contractor's Services, COUNTY shall pay an availability fee to PROVIDER, in the amount of twenty-one thousand one hundred sixty nine dollars ($21,169) per month. If this Agreement is terminated early for any reason, service fees may be billed and paid on a pro rata basis, e.g., Agreement is terminated 15 days into a 30 day period, the pre-paid availability fee would be refunded 50% or $12,500. Through December 31, 2024, the Contractor represents that it will not request any increase to the Availability Fee that is forty percent (40%) higher the current Availability Fee.

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ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO AND CAL-ORE LIFE FLIGHT LLC FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES - 9-1-1 AMBULANCE SERVICES

FROM: October 23, 2023 **TO:** December 31, 2024

SEE ATTACHED INSURANCE PROVISIONS

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Attachment C: 2023 Insurance Requirements for Professional Services - Ambulance Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

a. Comprehensive General Liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage, insuring the agreements contained herein. The minimum, limits of liability carried on such insurance shall be three million dollars ($3,000,000.00) each occurrence and, where applicable, in the aggregate combined single limit for bodily injury, Property damage liability and personal injury (wrongful acts).

b. Professional Liability or Malpractice Insurance with limits not less than one million dollars ($1,000,000.00).

c. Automobile Liability Insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be three million dollars ($3,000,000.00) each accident, combined single limit for bodily injury and property damage.

d. Workers' Compensation insurance in accordance with coverages and in amounts as required by California laws.

e. Any and all deductibles on the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of Contractor.

f. Insurance companies utilized must be admitted to do business in California or be on the California Insurance Commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of Best's Key Rating Guide.

g. Contractor shall endeavor to furnish certificate(s) of the above mentioned insurance to the County within fourteen (14) days from the date of this agreement and, with respect to the renewals of current insurance policies, within 10 days of insurance renewal date. Such certificates shall, with respect to comprehensive general liability, auto liability insurance, name the County as an additional insured.

h. The purchase of the insurance required or the furnishing of the aforesaid certificate shall not be a satisfaction of Contractor's liability hereunder or in any way modify the Contractor's indemnification responsibilities to the County.

i. It shall be the responsibility of Contractor to ensure that all subcontractors comply with the same insurance requirements that he is required to meet.

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