



## **BISHOP AREA WASTEWATER AUTHORITY BOARD OF DIRECTORS SPECIAL MEETING**

**City Council Chambers - 301 West Line Street - Bishop, California  
TUESDAY, MAY 19, 2026 - 8:00 AM**

**NOTICE TO THE PUBLIC:** Please be advised this meeting is accessible to the public in person or on the City of Bishop website. 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://us02web.zoom.us/j/87875886621>

Public comments may be made:

1. In person: Live at the meeting. Members of the public desiring to speak on a matter appearing on the agenda should ask the Chair for the opportunity to be heard when the item comes up for Board consideration. Comments for all agenda items are limited to a speaking time of three minutes.
2. In writing: Please email [publicworks@cityofbishop.ca.gov](mailto:publicworks@cityofbishop.ca.gov) 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 received by 3:00 p.m. the day before the meeting will be emailed to the Board of Directors and included as an attachment under the Agenda's Item Number as "Public Comment" 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.

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.

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].

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PUBLIC COMMENT: NOTICE TO THE PUBLIC:** See modified public comment procedure above. Under California law the Board of Directors is prohibited from generally discussing or taking action on items not included in the agenda; however, the Board of Directors may briefly respond to comments or questions received from members of the public. Therefore, the Board of Directors will be provided with all public comments but will not generally discuss the matter or take action on it.
5. **CONSENT CALENDAR NOTICE TO THE PUBLIC:** All matters under the Consent Calendar are considered routine by the Authority and will be acted on by one motion.
6. **NEW BUSINESS**
  - A. **Staff Report of SOQ Submissions**  
Staff Report of SOQ Submissions
  - B. **Land Acquisition for Wastewater Treatment Plant**  
BAWA Land Acquisition.pdf
  - C. **Willdan Amendment Extension**  
BAWA Administrative Extension Amendment 4
  - D. **Review and Approval of the Bishop Area Wastewater Authority Fiscal Year 2026-27 Budget**  
**Recommended Action:** Approve the Bishop Area Wastewater Authority Fiscal Year 2026-27 Budget.  
Bishop Area Wastewater Authority Fiscal Year 2026-27 Budget
7. **STAFF AND BOARD REPORTS**
8. **ADJOURNMENT:** The next regularly scheduled meeting of the Bishop Area Wastewater Authority will be [MONTH, DAY, YEAR], at 8:00 a.m. in the Bishop City Council Chambers, 301 West Line Street, Bishop.



Agenda Item: 6.A  
Date of Meeting: May 19, 2026  
Department: Administration

## STAFF REPORT

To: Bishop Area Wastewater Authority Board of Directors  
From: Jessica Ortiz  
Subject: **Staff Report of SOQ Submissions**  
Prepared On: May 14, 2026  
Attachments: Staff Report of SOQ Submissions

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### Recommended Action:

Approved By:  
Approved By:  
Approved By:  
Approved By:

## STAFF REPORT

To: Bishop Area Wastewater Authority  
From: Matt Bullis, Assistant Administrator  
Subject: Informational Report Only  
Ranking of consultants for the Engineering Design Services for the Consolidation Regional Wastewater Treatment Plant

Prepared on: May 7, 2026

Attachments: None

Approved By:  
Nora Gamino, Administrator

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### Discussion:

In December 2025, a State of California Clean Water Planning Loan (loan or grant) was received by the City of Bishop (Bishop) for the consolidation of the Eastern Sierra Community Services District (District) and Bishop's Wastewater Treatment Plants into one combined facility (Plant). The Grant was sponsored and executed by Bishop; on behalf of the Bishop Area Wastewater Authority (BWA) therefore, grant oversight and selection of consultants will be through Bishop. The project funding is \$2,411,000 and work includes environmental disclosure activities, sewer rate studies, site surveys, geotechnical reports, basis of design report and 30% Draft Plans and Specifications.

On March 5, 2026, a Request for Qualifications (RFQ) was issued for Engineering Design Services for the Consolidation of the Regional Wastewater Treatment Plant.

On April 23, 2026, four (4) Statement of Qualifications (SOQ) responses were received from the following engineering firms: Ardurra, Carollo, PACE, and West Yost/Lumos. All four engineering firms had engineering design experience related to wastewater treatment plants.

A three-person review Committee, representing Bishop, the District and BWA was assembled to review the submitted SOQ documents from each firm, rank each firm based on the requirements listed in the RFQ, and to provide recommendations to the City Council for the selection of a consultant for this work effort. The Committee independently reviewed the SOQs, met on April 30, 2026, May 7, 2026, developed

additional questions of the design firms, interviewed the top three design firms, and met again on May 11, 2026, to develop a ranking of candidates.

The selection team ranked the four engineering firms as follows (highest ranking on listed first): No. 1) PACE Advanced Water Engineering, Fountain Valley, CA, No. 2) West Yost, Reno, NV, No. 3) Carollo Engineers, Reno, NV, and No. 4) Ardurra, Fresno, CA.

Pace Advanced Water Engineering (Pace) was ranked highest based on their qualifications and relative project experience in design and construction of mechanical activated sludge treatment systems, including Aero-mod secondary treatment, membrane bioreactor plants, and a wide range of other extended aeration activated sludge systems.

Future actions to consider.

A Bishop City Council staff report has been developed presenting the committee's findings, the committee's recommendations and seeking input from Council on the contract award. Once the selection of the most qualified Engineering firm has been confirmed, an Agreement will be negotiated and developed. Staff anticipates the Agreement will be available for consideration and approval by the Bishop City Council in June 2026, with a corresponding start of work in July 2026.

Budget Impacts:

None.

Recommendation:

None: Informational Report only.



Agenda Item: 6.B  
Date of Meeting: May 19, 2026  
Department: Administration

## STAFF REPORT

To: Bishop Area Wastewater Authority Board of Directors  
From: Jessica Ortiz  
Subject: **Land Acquisition for Wastewater Treatment Plant**  
Prepared On: May 14, 2026  
Attachments: BAWA Land Acquisition.pdf

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### Recommended Action:

Approved By:  
Approved By:  
Approved By:  
Approved By:



## STAFF REPORT

To: Bishop Area Wastewater Authority  
From: Matt Bullis, Assistant Administrator  
Subject: Approval of Purchase of 131 acres of land from the City of Los Angeles, Water and Power for effluent disposal at the Wastewater Treatment Plants  
Prepared on: April 30, 2026  
Attachments: Memo from Lumos and Associates, dated March 10, 2026  
BAWA Real Estate Appraisal Exhibit Map Rev.11 (1)  
Agreement for Purchase and Sale of Real Property and Escrow Instructions  
Approved By:  
Matt Bullis, Assistant Administrator

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### Discussion:

The Bishop Area Wastewater Authority (BAWA) has negotiated the purchase of three parcels of land, totaling 202.09 acres (AC), from the City of Los Angeles, Department of Water & Power (LADWP) consisting of:

- SG1 - Portion of APN 008-010-35 consisting of 94.44 acres.
- SG2 - Portion of APN 008-010-19 consisting of 36.55 acres.
- SG3 - Portion of APN 013-020-05 consisting of 71.10 acres.

BAWA member agencies currently lease SG1 and SG2 from LADWP, totaling 131 AC, for effluent disposal by surface irrigation of pastureland. The current agreement with LADWP is for the purchase of a total of 202.09 AC; 131 AC is currently in lease, and an additional 71.10 AC is designated for future WWTP expansion. The parcels are shown in the attached Real Estate Appraisal Exhibit Map.

The 131 AC currently in lease benefits both the Eastern Sierra Community Services District (ESCSD) and the City of Bishop (Bishop) Wastewater Treatment facilities (Plants) and will continue to be used by the future combined plant. SG2 is currently used by ESCSD and SG1 is used by both ESCSD and Bishop. The 71 AC, designated as future use, is identified as SG3 and is located south of the existing Plant and south of Gus Cahbaugh Lane.

In determining the need and timing of the land purchase, Lumos and Associates were requested to analyze nine different scenarios concerning current and future flood irrigation practices based on the purchase of 131 AC or 202 AC of land. This analysis would concentrate on the use of the irrigated pastureland for nitrate removal, which through the plant growth process, consumes available nitrates contained in the effluent. The report studied: water demand, soil saturation to prevent surface ponding, agronomic uptake of nitrates from the wastewater effluent and the excess land that may not be irrigated with insufficient water availability. The Lumos memo (see attachment) modeled the existing combined effluent flow rate (both Plants) of 1.07 MGD and projected future effluent flow rates at full community buildout at the 30-year horizon (2.45 MGD). The following items were noted.

#### Current Effluent Flow Rate – 1.07 MGD

Based on our existing flow rates, the 131 AC currently in use is adequate for both Plants needs. Purchasing the full 202 AC in FY 2026/2027 would leave 71 AC acres not irrigated until effluent flows increase.

#### Future Effluent Flow Rate - 2.45 MGD

At full buildout, the Plants would require between 285 and 336 AC for effluent disposal using flood irrigation practices. Under this scenario, the purchase of the 202 AC of land now would be prudent as land is available now and might not be available in the future. Additional land, past the initial 202 AC purchased, would also be required. The timing of the land purchase would be based on full buildout conditions and when effluent flow rates have increased. Additional land, past the proposed 202 AC purchase would also be required using the flood irrigation method.

#### Future Plant design reduces nitrates in effluent.

Grants have been secured for the design of a new combined Plant which will include mechanical processes (Aero-Mod-Sequox unit) for nitrate removal of the waste effluent. Reducing nitrates in the wastewater provides various discharge options as it will lessen the dependence on using flood irrigation for nitrate removal and effluent disposal.

#### Actions to consider.

The purchase of 131 AC of land (SG1-APN 008-010-35 and SG2-APN 008-010-19). currently in use is of benefit to current plant operations, based on using land irrigation as the preferred disposal option.

The purchase of the additional 71 AC is predicated on future community growth, which corresponds to larger effluent waste flows. The 71 AC would only be beneficial at full community buildout, which might be 30 years away. In purchasing and placing this land in service today, the Plant would lack sufficient effluent to irrigate the additional land, resulting in weed growth and requiring additional maintenance.

The design of the new combined Plant will include nitrate removal technologies. This will affect the method of waste effluent disposal. If sufficient nitrates can be removed

during the mechanical removal process, then the Plant can forgo use of land irrigation and utilize percolation ponds for effluent disposal. Ponding basins require significantly less land than flood irrigation for disposal and the use of percolation ponds may limit the need to purchase additional land.

Budget Impacts:

None.

Recommendation:

The following recommendations are for your consideration:

1. An agreement for purchase and sale of Real Property with the City of Las Angeles Water and Power should be executed for APN 008-010-19 (36.55 acres) and APN 008-010-35 (94.44 acres), totaling 131.0 acres of land for purchase.
2. The parcel identified as APN 013-020-05 (71.10 acres) is not recommended for purchase at this time.





Carson City  
308 N. Curry Street, Suite 200  
Carson City, Nevada 89703  
775.883.7077

Bishop Area Wastewater Authority  
**Land Acquisition Memo**

LA26.202

**Date:** 03/27/2026

**ATTN:** **Nora Gamino**  
Bishop Area Wastewater Authority  
300 Broadway, Suite 39  
Bishop, CA

**From:** **Caroline Elliott, P.E.**  
Lumos and Associates, Inc.

**Subject: Land Acquisition Memo – Bishop Area Wastewater Authority**

## 1. Background

The Bishop Area Wastewater Authority (BAWA) is undergoing negotiations to purchase land holdings from the Los Angeles Department of Water and Power (LADWP) for BAWA's wastewater treatment WWTPs (WWTPs) effluent disposal spreading grounds. The land purchase will consider acquiring 131 acres of land presently leased by BAWA adjacent to the WWTPs, as well as an additional 71 acres. The total available land for purchase is 202 acres.

LADWP land is not often available for sale, and BAWA has indicated that LADWP has given no indication of future opportunities to purchase more land in the future. BAWA's existing spreading grounds are leased for growing pasture for animals not producing dairy for human consumption. The land for purchase would be deed restricted to the same land use as existing. BAWA's existing spreading grounds are presently flood-irrigated, receiving irrigation water as effluent produced by BAWA's WWTPs, i.e. from the City of Bishop and Eastern Sierra Community Services District. The WWTPs are presently being contracted out for design to accommodate future growth in the area by converting them into a combined mechanical treatment facility. The WWTPs will operate under a single waste discharge permit and maintain the same groundwater discharge source, i.e. via infiltration from irrigating the spreading grounds.

At BAWA's request, Lumos and Associates, Inc. (Lumos) has preliminarily analyzed land requirements to accommodate increased effluent disposal as a result of growth at the WWTPs. The analysis was performed conceptually to highlight considerations for BAWA during their land purchase, and support BAWA's decision-making process.

## 2. Flood Irrigation Concepts

Effluent from the WWTPs is used to flood-irrigate pasture land to the south for grazing of non-dairy live stock. Lumos' understanding is that BAWA has no intention to change the method of land application, nor the existing land use. The land's capacity to accommodate effluent is dependent on three key concepts, as follows:

### 1. Water demand for growth of the crop:

- This represents the *minimum* amount of effluent that needs to be applied for growth of the pasture to satisfy its typical evapotranspiration needs. Also referred to as the 'agronomic uptake', measured in acre-feet of water per acre (annually), i.e. ac-ft/ac per year.
- For BAWA, fescue was assumed to be the crop in use. Fescue is estimated to require 4.5 ac-ft/ac per year per the Title 22 Report prepared for previously explored irrigation reuse (Lumos and Associates, Inc., 2021).

- When application of effluent exceeds the agronomic uptake of the crop, the excess effluent percolates through to the groundwater table.
- As effluent is applied to the crop, the crop also absorbs nutrients. Therefore, when the application of effluent exceeds the agronomic uptake of the crop, excess nutrients also percolate to the groundwater table. It should be noted that nitrate spikes within monitoring wells can occur if fields are over-irrigated and effluent nitrates are high. Effluent nitrate loads from the BAWA WWTPs do not pose this risk based on the current irrigation methods, according to the combined WWTP Preliminary Engineering Report (PER) (Lumos and Associates, Inc., 2025), and will improve following the proposed WWTP upgrades.

## **2. Maximum soil saturation:**

- This represents the *maximum* rate that effluent can be applied to a field before surface ponding and runoff occurs. It is referred to as the saturated hydraulic conductivity or ' $K_{sat}$ '.
- $K_{sat}$  is measured in in/hr and represents the rate that effluent can infiltrate when soils are fully saturated. This can be extrapolated as an annual average of allowable infiltration to understand the equivalent in ac-ft/ac per 'year' (or per irrigation season) for land application calculations.
- If the application of effluent exceeds this rate, effluent will stay ponded on the surface until it slowly drains, and is susceptible to runoff. Prolonged ponding can also lead to crop failure.

## **3. Flood-irrigation efficiency:**

- Much of the effluent applied to a field is lost to other processes instead of being taken up by the crop for beneficial use. The effluent used directly by the crop compared to the total effluent applied to the field is represented as the irrigation efficiency.
- During flood-irrigation, effluent is lost to evaporation and leakage when it travels through the irrigation ditches. Effluent is also lost due to uneven distribution. To allow for soils furthest from the irrigation ditches to receive enough water for growth, soils closer to the ditches receive excess water that percolates to groundwater.
- Flood-irrigation efficiencies can range from 45-65% per industry standards.

## **3. Effluent Application and Land Requirement Findings**

Preliminary calculations were prepared to support BAWAs understanding of land irrigation and management needs. The calculations are attached to this memo and are conceptual in nature. The existing and future flow rates critical to the calculations are 1.07 MGD and 2.45 MGD respectively, based on the combined WWTP PER (Lumos and Associates, Inc., 2025). Findings that resulted from the calculations are summarized below.

### **Existing Conditions**

Under existing conditions, WWTP effluent flow rates support crop growth across the existing 131 acres of leased land. While there is indication that some additional land could be obtained to maximize beneficial use of the effluent, the excess effluent lost to groundwater is not significant (~10%), and doesn't exceed saturated soil conditions. With this in mind, there is only a 5% increase in flows above existing that can be accommodated by the existing land before saturated soil conditions are exceeded.

### **Existing WWTP Flow Rates Applied Across All Available Land Holdings**

For existing flow rates with all 202 acres of available land holdings, no over-saturation of soils is anticipated, however the WWTP effluent flow rate is insufficient to support crop growth at realistic flood-irrigation efficiencies. Effluent flow rates would need to be supplemented or increase by 50% to at least 1.5 MGD to support crop growth over the full 202 acres. Alternatively, a crop that is suitable for the intended land use but has a lower water demand (~30% less) could be used for the land, but this requires further verification and feasibility of implementation to be considered. Otherwise, management of approximately 55 acres of

the additional land could be required up until the 1.5 MGD effluent rate is reached. Land management for deed restricted areas is likely to have regulatory obligations that should be taken into consideration.

### **Existing vs Additional Land Holdings at Future Flow Rates**

For future flow rates (estimated 2.45 MGD), crop growth demands are technically met for both existing and additional land holding scenarios. However, in both scenarios, saturated soil conditions would be significantly exceeded. This would cause surface ponding and runoff of effluent at the surface, and probable crop failure. Additionally, significant percolation of excess effluent to the groundwater table would likely occur under this scenario. Significant percolation can induce groundwater nutrient spikes, though nutrient loading is not a present regulatory concern (Lumos and Associates, Inc., 2025). Note that the future flow rate of 2.45 MGD is based on an annual growth rate of 2% over 30 years. Oversaturation of the land may not occur for a long time if growth is slower than the 2% estimate. Growth rates in Bishop are historically less than 1% (U.S. Census Bureau, 2025).

Additional storage facilities or land purchase is recommended to accommodate the future flow rate of 2.45 MGD. If no storage is added at the WWTPs, another 84 acres would be needed in addition the today's 202 acres of available land. If there is concern for sourcing available land from existing owners in future, BAWA could opt to explore additional land acquisition through other means as needed.

To reduce the amount of additional land required, BAWA could explore introducing lined effluent storage into the future combined WWTP design. Per the combined WWTP PER (Lumos and Associates, Inc., 2025), several of the existing ponds may be abandoned and available for use for future effluent storage between irrigation seasons and to mitigate against over-saturating soils. However, this cannot be verified without further design performed. Storage facilities would require engineering design, lining, regulation, and careful control if utilized. If this option is explored further, Lumos recommends that BAWA applies for a sale extension for the land purchase up until the completion and review of an additional storage study, ideally not prior to 30% design completion for the future combined WWTP.

## **4. Summary of Considerations**

The above findings were based on conceptual calculations of BAWAs potential future land application and management obligations. They are reliant on assumptions that are reflective of industry standards that best represent flood-irrigation next to the BAWA WWTPs, and may not be reflective of actual field conditions. Uncertainties lie around the existing soils' actual saturated hydraulic conductivity, realistic irrigation efficiencies achieved, actual crop agronomic uptake rates, and projected growth rates anticipated in Bishop.

The findings above demonstrate that there is flexibility in the options available to BAWA that can be engineered and managed as needed, irrespective of the land purchase decision. Lumos recommends that BAWA considers an approach that is least likely to negatively impact their functional operations or growth in future. If possible, Lumos recommends that the land purchase deadline is extended to a time frame that allows for the selected design contractor of the future combined WWTP to provide design input.

If you have any questions, please feel free to call me at (775) 588-6490 or email me at celliott@lumosinc.com.

Sincerely,



Caroline Elliott, P.E.

## References

Lumos and Associates, Inc. (2021). *BAWA Title 22 Report*.

Lumos and Associates, Inc. (2025). *BAWA WWTP Preliminary Engineering Report*.

U.S. Census Bureau. (2025).

**See subsequent attachments for supporting calculations.**

Yellow = theoretical future value changed from existing conditions

Red = warnings

Green = conditions met

### Agronomic Uptake (i.e. can crop demands be met?)

#### EXISTING CONDITIONS

Plant Effluent Flow Rate (Existing)	1.07 MGD
	1198.4 ac-ft (annually)
Expected Irrigation Efficiency	55%
Effluent Vol. Available (Existing)	659.1 ac-ft (annually)
Agronomic Uptake Demand	53.8 Inches of water/Acre (8 Months)
	<b>4.5 ac-ft/ac</b>
Land Area Available	131.0 acres
Minimum Crop Demand	587.3 ac-ft (annually)
	0.524 MGD
Sufficient Effluent for Crop Growth?	Yes With some excess percolation
Actual Efficiency Realized	49% Realistic, accounts for excess percolation
Excess Vol. Lost to Groundwater	71.8 ac-ft (annually)
Alternatively, Effluent to be stored	0.064 MGD
Land Area Irrigated Sufficiently at 55% Eff	147.0 Acres
Excess Land Required to Eliminate Storage	16.0 Acres

### Soil Saturation (i.e. can disposal be achieved without ponding?)

#### EXISTING CONDITIONS

Plant Effluent Flow Rate (Existing)	1.07 MGD
	1198.4 ac-ft (annually)
Sat. Hydraulic Conductivity	0.6 in/hr
Units Conversion	24.0 Hours per Day
Units Conversion	1 Day per Month
Irrigation Season	8 Months
<b>Annual Irrigation</b>	<b>9.6 ac-ft/ac</b>
Acreage Required to Prevent Ponding	124.8 Acres
Land Area Available	131 Acres
Sufficient Land to Prevent Ponding	Yes
Excess Land to be Managed	6.17 Acres
Sufficient Flow for Excess Land Crop?	Yes Check excess agronomic uptake demand > excess land

### Agronomic Uptake (i.e. can crop demands be met?)

#### EXISTING LAND, ADDITIONAL FLOW

Plant Effluent Flow Rate (Existing)	2.45 MGD	
	2744 ac-ft (annually)	
Expected Irrigation Efficiency	55%	
Effluent Vol. Available (Existing)	1509.2 ac-ft (annually)	
Agronomic Uptake Demand	53.8 Inches of water/Acre (8 Months)	
	<b>4.5 ac-ft/ac</b>	
Land Area Available	131.0 acres	
Minimum Crop Demand	587.3 ac-ft (annually)	
	0.524 MGD	
Sufficient Effluent for Crop Growth?	Yes	With major excess percolation
Actual Efficiency Realized	21%	Most applied effluent becomes excess percolation
Excess Vol. Lost to Groundwater	921.9 ac-ft (annually)	
Alternatively, Effluent to be stored	0.823 MGD	
Land Area Irrigated Sufficiently at 55% Eff	336.6 Acres	
Excess Land Required to Eliminate Storage	205.6 Acres	

### Soil Saturation (i.e. can disposal be achieved without ponding?)

#### EXISTING LAND, ADDITIONAL FLOW

Plant Effluent Flow Rate (Existing)	2.45 MGD	
	2744.0 ac-ft (annually)	
Sat. Hydraulic Conductivity	0.6 in/hr	
Units Conversion	24.0 Hours per Day	
Units Conversion	1 Day per Month	
Irrigation Season	8 Months	
<b>Annual Irrigation</b>	<b>9.6 ac-ft/ac</b>	
Acreage Required to Prevent Ponding	285.8 Acres	
Land Area Available	131 Acres	
Sufficient Land to Prevent Ponding	No	
Excess Land	-154.8 Acres to be purchased	
Sufficient Flow for Excess Land Crop?	N/A	

### Agronomic Uptake (i.e. can crop demands be met?)

#### ADDITIONAL LAND, EXISTING FLOW

Plant Effluent Flow Rate (Existing)	1.07 MGD 1198.4 ac-ft (annually)
Expected Irrigation Efficiency	55%
Effluent Vol. Available (Existing)	659.1 ac-ft (annually)
Agronomic Uptake Demand	53.8 Inches of water/Acre (8 Months) <b>4.5 ac-ft/ac</b>
Land Area Available	<b>202</b> acres
Minimum Crop Demand	905.6 ac-ft (annually) 0.809 MGD
Sufficient Effluent for Crop Growth?	No
Actual Efficiency Required	76% Unrealistic for flood-irrigation
Excess Vol. Lost to Groundwater	N/A
Alternatively, Effluent to be stored	N/A
Land Area Irrigated Sufficiently at 55% Eff	147.0 Acres
Land Area Not Irrigated Sufficiently	55.0 Acres requires management
Minimum Plant Effluent for 202 ac of Crops	1646.6 ac-ft (annually) 1.470 MGD

### Soil Saturation (i.e. can disposal be achieved without ponding?)

#### ADDITIONAL LAND, EXISTING FLOW

Plant Effluent Flow Rate (Existing)	1.07 MGD 1198.4 ac-ft (annually)
Sat. Hydraulic Conductivity	0.6 in/hr
Units Conversion	24.0 Hours per Day
Units Conversion	1 Day per Month
Irrigation Season	8 Months
<b>Annual Irrigation</b>	<b>9.6 ac-ft/ac</b>
Min. Acreage Req. to Prevent Ponding	124.8 Acres
Land Area Available	<b>202</b> Acres
Sufficient Land to Prevent Ponding	Yes
Excess Land	77.2 Acres
Sufficient Flow for Excess Land Crop?	Partial See agronomic uptake demand
Maximum Application Allowable at 202 ac	1939.2 ac-ft (annually) 1.731 MGD

### Agronomic Uptake (i.e. can crop demands be met?)

#### ADDITIONAL LAND, ADDITIONAL FLOWS

Plant Effluent Flow Rate (Existing)	2.45 MGD
	2744 ac-ft (annually)
Expected Irrigation Efficiency	55%
Effluent Vol. Available (Existing)	1509.2 ac-ft (annually)
Agronomic Uptake Demand	53.8 Inches of water/Acre (8 Months)
	<b>4.5 ac-ft/ac</b>
Land Area Available	202 acres
Minimum Crop Demand	905.6 ac-ft (annually)
	0.809 MGD
Sufficient Effluent for Crop Growth?	Yes With some excess percolation
Actual Efficiency Realized	33% Check against soil hydraulic conductivity
Excess Vol. Lost to Groundwater	603.6 ac-ft (annually)
Alternatively, Effluent to be stored	0.539 MGD
Land Area Irrigated Sufficiently at 55% Eff	336.6 Acres
Excess Land Required to Eliminate Storage	134.6 Acres

### Soil Saturation (i.e. can disposal be achieved without ponding?)

#### ADDITIONAL LAND, ADDITIONAL FLOWS

Plant Effluent Flow Rate (Existing)	2.45 MGD
	2744.0 ac-ft (annually)
Sat. Hydraulic Conductivity	0.6 in/hr
Units Conversion	24.0 Hours per Day
Units Conversion	1 Day per Month
Irrigation Season	8 Months
<b>Annual Irrigation</b>	<b>9.6 ac-ft/ac</b>
Min. Acreage Req.to Prevent Ponding	285.8 Acres
Land Area Available	202 Acres
Sufficient Land to Prevent Ponding	No
Excess Land	-83.8 Acres to be purchased
Sufficient Flow for Excess Land Crop?	N/A

## Balanced Approached Example

### OPTIMIZED ADDITIONAL LAND

Plant Effluent Flow Rate (Existing)	1.07 MGD
	1198.4 ac-ft (annually)
Expected Irrigation Efficiency	55%
Effluent Vol. Available (Existing)	659.1 ac-ft (annually)
Agronomic Uptake Demand	0 Inches of water/Acre (8 Months)
	<b>3.2 ac-ft/ac</b>
Land Area Available	<b>202</b> acres
Minumum Crop Demand	646.4 ac-ft (annually)
	0.577 MGD
Sufficient Effluent for Crop Growth?	Yes
Actual Efficiency Required	54%
Excess Vol. Lost to Groundwater	N/A
Alternatively, Effluent to be stored	N/A

**AGREEMENT FOR PURCHASE AND  
SALE OF REAL PROPERTY AND  
ESCROW INSTRUCTIONS**

ARTICLE 1

**1. Parties**

- 1.1. This Agreement for Purchase and Sale of Real Property and Escrow Instructions (the "Agreement") is entered into by and between BISHOP AREA WASTEWATER AUTHORITY, a California joint powers authority, as Buyer, and the CITY OF LOS ANGELES, acting by and through its DEPARTMENT OF WATER AND POWER, as Seller.

ARTICLE 2

**2. Recitals**

- 2.1. Seller is the owner of that certain real property located in the County of Inyo, State of California identified as five (5) Assessor's Parcel Numbers (APN): 008-010-19; 008-010-20; 008-010-35; 013-020-05; and 013-020-06.

Seller wishes to sell and Buyer wishes to purchase three (3) parcels of unimproved land consisting of approximately 202.09 acres described as follows:

Portion of APN 008-010-19 consisting of 36.55 acres  
Portion of APN 008-010-35 consisting of 94.44 acres  
Portion of APN 013-020-05 consisting of 71.10 acres

Seller also wishes to sell and Buyer wishes to purchase an access road easement consisting of approximately 7.81 acres over a portion of APNs 008-010-19, 008-010-20, 008-010-35, 013-020-05, and 013-020-06.

The land and road access easement are more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property").

- 2.2. The Property is being sold without water or water rights and Seller will reserve and retain all water, oil, gas, petroleum, and mineral rights to the Property.
- 2.3. The Property is being sold subject to a permanent deed restriction requiring that no part of the Property shall be used or operated for any purpose other than the following: (1) agricultural activities related to the production of crops and raising and grazing of livestock; (2) wastewater treatment facilities and operation; and (3) wastewater spreading operations.

- 2.4. Seller had the Property appraised by a third-party appraisal firm, The Doré Group, Inc. The appraiser's opinion of value was One Million Two Hundred Ninety-Three Thousand Dollars (\$1,293,000) for the 202.09 acres of land and Thirty-Eight Thousand One Hundred Dollars (\$38,100) for the 7.81-acre access road easement provided, however, the Property is being sold subject to a permanent deed restriction which reduces the market value of the three (3) parcels of land by fifty percent or \$646,500.
- 2.5. Stantec Consulting Services Inc. conducted a Phase I and Phase II Environmental Site Assessment (collectively, "ESA Report") in the Winter and Fall of 2021, respectively. The parties agree that the findings stated in the ESA Report will serve as the history and baseline for the environmental condition of the Property at the time of sale.
- 2.6. In consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this Agreement, Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon and subject to the terms and conditions herein.

### ARTICLE 3

#### **3. Purchase Price**

- 3.1. The purchase price ("Purchase Price") for the Property is Six Hundred Eighty-Four Thousand Six Hundred Dollars (\$684,600) and represents the price for both the land (\$646,500) and the access road easement (\$38,100), and is payable in accordance with this Article 3.

### ARTICLE 4

#### **4. Definitions**

- 4.1. Agreement is defined in Section 1.1.
- 4.2. Agricultural Chemicals means herbicides, pesticides, and fertilizers used in the regular course of farming or ranching operations in the State of California.
- 4.3. Business Day means a day other than a Saturday, Sunday, or California State holiday.
- 4.4. Buyer is defined in Section 1.1.
- 4.5. City is defined as the City of Los Angeles, a municipal corporation.
- 4.6. Claims means any and all liens, claims of lien, suits, actions, causes of action, claims, charges, costs, fees (including, without limitation, attorneys' fees and consultants' fees), assessments, liabilities, damages, demands,

- judgments, fines, penalties, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties and fines arising from the violation of any local, regional, state, or federal law, or regulation, or the release or spill of any legally designated hazardous material or waste or losses of any kind or nature whatsoever, whether known or unknown, fixed or contingent.
- 4.7. Closing is defined as a meeting of the parties to a real estate transaction held to execute and/or deliver mortgage, title, and escrow documents, the Purchase Price, and other funds, including without limitation, the documents and funds as described in Article 8.
- 4.8. Closing Conditions are defined in Article 7.
- 4.9. Closing Date is defined in Section 8.2.
- 4.10. Due Diligence is defined in Section 5.4.
- 4.11. Effective Date is defined as the date the Agreement is fully executed by both parties.
- 4.12. Environmental Laws mean any and all existing or hereinafter adopted or amended federal, state, or local statutes, common law, ordinances, regulations, rules, orders, decrees, or governmental policies regulating, relating to, or imposing liability (including, but not limited to, response, removal, and remediation costs) or standards of conduct or performance concerning the natural environment, pollution control, Hazardous Substances, or toxic, dangerous, restricted, or designated substances, wastes, or materials. Environmental Laws include, without limitation, the following federal and state laws, amendments thereto, and all regulations, rules, orders, decrees, and governmental policies promulgated thereunder: (i) the Comprehensive Environmental Response, Compensation, and Liability Act (commonly referred to as CERCLA or Superfund), 42 U.S.C. § 9601, et seq.; (ii) the Resource Conservation and Recovery Act (commonly referred to as RCRA), 42 U.S.C. § 6901, et seq.; (iii) the Federal Water Pollution Control Act (commonly referred to as the Clean Water Act), 33 U.S.C. § 1251, et seq.; (iv) the Clean Air Act, 42 U.S.C. § 7401, et seq.; (v) the Hazardous Materials Transportation Act (commonly referred to as HMTA), 49 U.S.C. § 5101, et seq.; (vi) the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq. (commonly referred to as TSCA); (vii) the Federal Insecticide, Fungicide, and Rodenticide Act (commonly referred to as FIFRA), 7 U.S.C. § 136, et seq.; (viii) the Emergency Planning and Community Right-to-Know Act (commonly referred to as EPCRA), 42 U.S.C. § 11001, et seq.; (ix) the Atomic Energy Act and Low-Level Radioactive Waste Policy Amendments Act, 42 U.S.C. § 2011, et seq.; (x) the Nuclear Waste Policy Act, 42 U.S.C. § 10101, et seq. (commonly referred to as NWPA); (xi) the Porter-Cologne Water Quality

- Control Act, California Water Code § 13000, et seq.; (xii) the Carpenter-Presley-Tanner Hazardous Substance Account Act (commonly referred to as HSAA), California Health and Safety Code § 25300, et seq.; (xiii) the Safe Drinking Water and Toxic Enforcement Act (commonly referred to as Proposition 65), California Health and Safety Code § 25249.5, et seq.; (xiv) the California Hazardous Waste Control Law, California Health and Safety Code § 25100, et seq.; (xv) California's hazardous materials release response plan and inventory laws set forth in California Health and Safety Code § 25500, et seq.; and (xvi) California's underground storage of hazardous substances laws set forth in California Health and Safety Code § 25280, et seq.
- 4.13. EPA means the United States Environmental Protection Agency.
- 4.14. Escrow Holder is Inyo-Mono Title Company.
- 4.15. Exceptions are defined as any lien, encumbrance, condition, covenant, restriction, reservation, or limitation on the title or the Property.
- 4.16. Governmental Entity means any entity or body exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to federal, state, local, or municipal government, including any department, commission, board, agency, bureau, subdivision, instrumentality, official, or other regulatory, administrative or judicial authority thereof, including any authority or other quasi-governmental entity established by a Governmental Entity to perform any of such functions.
- 4.17. Hazardous Substances mean (i) any substance, product, waste, or other material of any nature that is or becomes listed, regulated, or addressed under any Environmental Law; (ii) any substance, product, waste, or other material of any nature that may give rise to liability under any Environmental Law or under any other statutory or common-law tort theory; (iii) any substance, product, waste, or other material that is explosive, corrosive, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous to human health or the environment and is regulated by a Governmental Entity as a hazardous material; (iv) petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas useable for fuel, and any mixture thereof; (v) asbestos; (vi) polychlorinated biphenyls; (vii) urea formaldehyde foam insulation; (viii) fossil fuel combustion wastes, including fly ash waste, bottom ash waste, slag waste, and flue gas emission control waste; (ix) solid wastes resulting from the extraction and processing of ore; (x) cement kiln dust wastes; (xi) lead, arsenic, mercury, chromium, and other metals; (xii) volatile organic compounds and semi-volatile organic compounds; (xiii) polycyclic/polynuclear aromatic hydrocarbons; (xiv) perchlorate; (xv) radon gas; and (xvi) Agricultural Chemicals. Hazardous Substances also includes without

limitation:

- (i) Those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or “pollutant or contaminant in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;
  - (ii) Those substances listed in the United States Department of Transportation Table [49 CFR 172.101], or by the EPA, or any successor agency, as hazardous substances [40 CFR Part 302];
  - (iii) Other substances, materials, and wastes that are regulated or classified as hazardous or toxic under federal, state, or local laws; and
  - (iv) Any material, waste, or substance that is:
    - (1) a petroleum or refined petroleum product,
    - (2) asbestos,
    - (3) polychlorinated biphenyl,
    - (4) designated as a hazardous substance pursuant to 33 USCS §1321 or listed pursuant to 33 USCS §1317,
    - (5) a flammable explosive, or
    - (6) a radioactive material.
- 4.18. Indemnitees means Seller, the Los Angeles Board of Water and Power Commissioners, the City, and all of their respective officers, agents, employees, insurers, successors, and assigns.
- 4.19. Permitted Exceptions is defined in Section 5.3.2.
- 4.20. Property is defined in Section 2.1.
- 4.21. Purchase Price is defined in Section 3.1.
- 4.22. Release of Hazardous Substances means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into groundwater, surface water, soil, soil vapor, or air, or otherwise into the environment, as well as continuing migration through groundwater, surface water, soil, soil vapor, or air, or otherwise through the environment.
- 4.23. Seller is defined in Section 1.1.
- 4.24. Tax means any and all taxes imposed by a Governmental Entity, including charges for federal, state, local or foreign net or gross income, gross receipts, net proceeds, sales, use, ad valorem, franchise, withholding, payroll, employment, excise, property, deed, stamp, alternative or add-on minimum, environmental, profits, windfall profits, transaction, license, service,

occupation, severance, transfer, unemployment, social security, workers' compensation, capital, premium and other Taxes, assessments, customs, duties, fees, levies or other governmental charges of any nature whatever, whether disputed or not, together with any interest, penalties, additions to Tax or additional amounts with respect thereto.

- 4.25. Title Company is Inyo-Mono Title Company.
- 4.26. Title Objection is defined in Section 5.3.1.
- 4.27. Transaction is defined as the purchase and sale of the Property as contemplated by this Agreement.

## ARTICLE 5

### **5. Buyer's Contingencies**

- 5.1. Preliminary Title Reports. Within ten (10) Business Days after the opening of escrow, Seller shall cause the Escrow Holder to issue to Buyer (with a copy to Seller) preliminary title reports, together with legible copies of all Exceptions shown in the preliminary title reports, including each document referred to in the preliminary title reports.
- 5.2. Environmental Assessment Report. Buyer acknowledges receipt of the ESA Report. The parties agree that the findings stated in the ESA Report will serve as the baseline for the environmental condition of the Property as of the Closing Date.
- 5.3. Approval of Title. Buyer's obligation to purchase the Property is expressly conditioned on Buyer's approval of the condition of title of the Property in accordance with the following procedure:
  - 5.3.1. Buyer's Approval of Preliminary Title Reports. Buyer will have forty-five (45) days after receipt to review the preliminary title reports and to deliver written notice of any objection to the Exceptions and other matters disclosed therein ("Title Objection") to Seller. If Buyer fails to give such notice on or before forty-five (45) days after receipt, Buyer will be deemed to have accepted the Exceptions and other matters disclosed in the preliminary title reports.
  - 5.3.2. Permitted Exceptions. The following Exceptions are deemed approved by Buyer, including but not limited to: (i) any lien for local real estate Taxes and assessments not yet due or payable, including (without limitation) special Taxes under Gov. Code §§53311-53368.3 or installment assessments under Streets & Highways Code §§8500-8887; (ii) the standard preprinted exceptions and exclusions of the Title Company; (iii) any matters approved or deemed approved by Buyer

pursuant to this Section 5.3; and (iv) any matters which would be disclosed by an accurate survey or physical inspection of the Property (collectively, "Permitted Exceptions").

- 5.3.3. Title Objections. With respect to any Title Objection, Seller will have thirty (30) days after receipt of Buyer's Title Objection to give notice to Buyer in writing, stating either (i) the manner in which Seller will remove or cure such Title Objection or (ii) that Seller will not remove or cure such Title Objection. If Seller fails to deliver such notice within the time specified in this Section 5.3.3, Seller shall be deemed to have elected not to remove or cure such Title Objection.
- 5.3.4. Seller Elects Not to Cure. If Seller elects not to cure or remove a Title Objection (or is deemed to have so elected), or Seller's cure is not acceptable to Buyer, then Buyer will have ten (10) days thereafter to provide Seller with written notice that Buyer (i) accepts the matters disclosed in the preliminary title report and will proceed with the purchase of the Property, waive such Title Objection, and accept the Exception shown in the preliminary title report as a Permitted Exception or (ii) is terminating this Agreement. If Buyer fails to give either notice, Buyer will be deemed to have accepted the Exceptions and other matters disclosed in the preliminary title report and elected to proceed with this Transaction.
- 5.3.5. Additional Encumbrances. If any encumbrance or other Exception to title arises or is discovered after the delivery of the preliminary title reports, the party discovering such additional encumbrance must promptly give written notice to the other. No later than five (5) days after delivery of the notice of such additional encumbrance, Buyer will deliver written notice to Seller specifying whether the additional encumbrance is a Title Objection or a Permitted Exception. If Buyer objects to the additional encumbrance, the parties will proceed in the same manner as set forth above for Title Objections in Sections 5.3.3 and 5.3.4.
- 5.4. Due Diligence. Buyer's obligation to purchase the Property is expressly conditioned on its approval, in its sole discretion, of the condition of the Property and all other matters concerning the Property, including without limitation economic, financial, and accounting matters relating to or affecting the Property or its value, and the physical and environmental condition of the Property. Buyer will have ninety (90) days after the full execution and delivery of this Agreement to Buyer ("Due Diligence Period") to conduct such investigations as Buyer may choose ("Due Diligence") to determine whether this contingency is met. On or before expiration of the Due Diligence Period, Buyer will deliver written notice to Seller either (i) accepting the Property, which acceptance shall only be conditioned upon satisfaction of Buyer's

Closing Conditions, or (ii) terminating this Agreement. If Buyer fails to give either notice, Buyer will be deemed to have accepted the Property and elected to proceed with the purchase of the Property.

5.4.1. Access to Property. As part of its Due Diligence, Buyer may investigate economic, financial, and accounting matters relating to or affecting the Property or its value, and conduct inspections, tests and studies with respect to the physical and environmental condition of the Property and Seller recommends that Buyer do so. Buyer and Buyer's representatives will be given reasonable access to the Property during regular business hours for the purpose of performing such Due Diligence. Buyer will undertake the Due Diligence at its sole cost and expense. Buyer will indemnify and hold the Indemnitees harmless and at the option of the seller, defend the Indemnitees with counsel satisfactory to the Seller, from any and all Claims arising from the acts or activities of Buyer or Buyer's representatives in, on, or about the Property during or arising in connection with Buyer's inspections of the Property. This indemnity shall survive the expiration or termination of this Agreement and the delivery of the deed and the Closing.

5.5. Assumption of Risk. Subject to the other provisions of this Agreement, Buyer agrees that it assumes the risk that an adverse condition of the Property may not have been revealed by its own Due Diligence. Buyer agrees that Seller will have no obligation to repair, correct, or compensate Buyer for any condition of the Property, including, without limitation, contamination, the presence of Hazardous Substances or Release of Hazardous Substances, defects in the Property, noncompliance with applicable laws including, without limitation, zoning laws, building codes, and the Americans with Disabilities Act, whether or not such condition of the Property would have been disclosed by Buyer's Due Diligence.

5.6. Termination for Failure of a Contingency. Any cancellation fee, cost, or other costs of the Escrow Holder or the Title Company resulting from the termination for failure of a contingency will be paid by the Buyer.

5.7. Survival. The provisions of this Article 5 shall survive the expiration or termination of this Agreement and the delivery of the deed and the Closing.

## ARTICLE 6

### **6. Buyer's Representations and Warranties**

6.1. Effect of Representations and Warranties. Each representation and warranty in this Article 6: (i) is material and being relied on by the party to which the representation and warranty is made; (ii) is true in all respects as of the Effective Date; (iii) must be true in all respects on the Closing Date; and (iv)

will survive the delivery of the deed and the Closing, except as otherwise provided in this Agreement.

6.2. Buyer's Representations and Warranties. Buyer warrants and represents, and specifically indemnifies the Indemnitees, as follows:

6.2.1. Indemnity. Buyer, on behalf of itself and its successors and assigns, hereby undertakes and agrees to indemnify and hold the Indemnitees harmless, and at the option of the Seller, defend the Indemnitees with counsel satisfactory to the Seller, from and against any and all Claims that the Indemnitees may pay, sustain, suffer, or incur by reason of or in connection with Buyer's tenancy, ownership, use, and/or occupancy of the Property and/or performance of any obligation under this Agreement. Buyer shall not settle any claim without the prior written approval of Seller. Seller shall not unreasonably withhold such approval. This indemnity shall survive the expiration or termination of this Agreement and the delivery of the deed and the Closing.

6.2.2. Environmental Indemnity. Buyer, on behalf of itself and its successors and assigns, further undertakes and agrees to indemnify and hold the Indemnitees harmless, and at the option of the Seller, defend the Indemnitees with counsel satisfactory to the Seller, from and against any and all Claims that are incurred by or asserted against the Indemnitees as a result of or in connection to (i) Buyer's failure to comply with any Environmental Law; (ii) the Release of Hazardous Substances on, under, or from the Property; or (iii) the presence of Hazardous Substances on or under any other properties, lands, or waters as a result of the Release of Hazardous Substances or other acts, errors, or omissions by Buyer or Buyer's officers, employees, agents, contractors of any tier, customers, guests, invitees, or lessees. Buyer's environmental indemnification obligations shall exist regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of the Indemnitees. Further, Buyer's environmental indemnification obligations shall apply and be effective for all accidents, occurrences, and events that give rise to Claims, even if the Claims are asserted against the Indemnitees after Closing. The Indemnitees' right to indemnification under this Section 6.2.2 shall be in addition to any other rights or remedies that the Indemnitees have under law or under other provisions of this Agreement. This indemnity shall survive the expiration or termination of this Agreement and the delivery of the deed and the Closing.

Seller's Initials: \_\_\_\_\_

Buyer's Initials: \_\_\_\_\_

6.3. As-Is Purchase. As a material inducement to Seller's extension and delivery of this Agreement, Buyer does hereby acknowledge, represent, warrant and agree to and with Seller that: (i) Buyer is thoroughly familiar with the Property, including with the environmental condition of the Property; (ii) Buyer is expressly purchasing the Property in its existing condition "as is, where is, and with faults" and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of Seller with respect to all facts, circumstances, conditions and defects; (iii) Seller has specifically bargained for the assumption by Buyer of all responsibility for past, present and future actual and potential liability with the Property of any kind, source and/or nature and for Buyer's assumption of all responsibility to inspect and investigate the Property and of all risk of; (iv) Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers, and Buyer is and will be fully satisfied that the Purchase Price is fair and reasonable consideration for the Property and any or all known and unknown actual or potential liabilities associated with it; (v) Seller is not making and has not made any warranty or representation with respect to any materials or other data provided by Seller to Buyer (whether prepared by or for Seller or others) or the education, skills, competence or diligence of the preparers thereof or the physical condition or any other aspect of all or any part of the Property as an inducement to Buyer to enter into this Agreement and thereafter to purchase the Property or for any other purpose; and (vi) by reason of all the foregoing, Buyer assumes the full risk of any liability, loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Property. Seller hereby disclaims all warranties of any kind or nature whatsoever (including warranties of condition, merchantability, habitability and fitness for particular purposes) whether expressed or implied, including, but not limited to warranties with respect to the Property, Tax liabilities, zoning, land value, subdivision or land use, availability of access or utilities, ingress or egress, governmental approvals, or the soil conditions of the Property. Buyer further acknowledges that Buyer is buying the Property "as is" under a permanent deed restriction and in its present condition and that except as otherwise expressly provided in this Agreement, Buyer is not relying upon any representation of any kind or nature made by Seller, or any of its employees or agents with respect to the Property, and that, in fact, no such representations were made except as expressly set forth in this Agreement. Further and without in any way limiting any other provision of this Agreement, Seller makes no warranty with respect to the presence of Hazardous Substances on, under, or near the Property (or any parcel in proximity thereto), or the Release of Hazardous Substances on, under, from, or near the Property. By acceptance of this Agreement and the deed, Buyer acknowledges that Buyer's opportunity for inspection and investigation of the Property has been adequate to enable Buyer to make Buyer's own determination with respect to the presence of Hazardous Substances on or

under the Property (or any parcel in proximity thereto), and as to any Release of Hazardous Substances on, under, or from the Property. Furthermore, the Closing hereunder shall be deemed to constitute an express waiver of Buyer's and its successors' and assigns' rights to sue Seller and of Buyer's right to cause Seller to be joined in an action brought under any Environmental Law. Buyer and Seller intend for Section 6.2.2 and this Section 6.3 to be construed as an agreement made in accordance with 42 U.S.C. § 9607(e) and California Health and Safety Code § 25364.

- 6.4. General Release. Without in any way limiting the generality of the preceding paragraphs, Buyer, on behalf of itself, its successors and assigns, specifically acknowledges and agrees that it forever waives, releases and discharges any claim it has, might have had or may have against Seller, with respect to the Property or the condition of the Property, any and all known and unknown, either patent or latent, actual and/or potential liabilities associated with the Property and the compliance with any Environmental Law, or occupational protection, subdivision or land use laws or requirements or liability for violations thereof, and any other state of facts which exist with respect to the Property. Buyer waives the benefit of California Civil Code Section 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Seller and Buyer have each initialed this Section 6.4 to further indicate their awareness and acceptance of each and every provision of this Agreement. The provisions of this Section 6.4 will survive the expiration or termination of this Agreement and the delivery of the deed and the Closing.

Seller's Initials: \_\_\_\_\_

Buyer's Initials: \_\_\_\_\_

- 6.5. Buyer specifically acknowledges that Buyer has carefully reviewed the foregoing provisions and discussed its import with legal counsel, is fully aware of its consequences, and that the provisions of this paragraph are a material part of this Agreement. Further, Buyer and Seller specifically acknowledge and agree that each and every provision of Article 6 shall survive the expiration or termination of this Agreement and the delivery of the deed and the Closing.

## ARTICLE 7

### 7. Closing Conditions

7.1. Buyer's Closing Conditions. All obligations of Buyer under this Agreement are subject to the fulfillment, before or at the Closing, of each of the following conditions ("Buyer's Closing Conditions"). Buyer's closing conditions are solely for Buyer's benefit and any or all of Buyer's closing conditions may be waived in writing by Buyer in whole or in part without prior notice.

7.1.1. Title. It is a Buyer's closing condition that, on the Closing Date, Seller convey to Buyer title to the Property by execution and delivery of the deed, and that Buyer is able to obtain a title insurance policy at closing in a form acceptable to Buyer.

7.2. Seller's Closing Conditions. Seller's obligation to sell the Property is expressly conditioned on the fulfillment of each condition precedent at or before the Closing. Seller's closing conditions are solely for Seller's benefit and any of Seller's closing conditions may be waived in writing by Seller in whole or in part without prior notice.

7.2.1. City Approval. Seller's ability to sell the Property is subject to the approval of this Agreement by the Los Angeles Board of Water and Power Commissioners and possible subsequent action and review by the Los Angeles City Council pursuant to Charter. Pursuant to FSPP v. City of Los Angeles (1998) 65 Cal. App. 4th 650, 661, and the laws of the State of California, Buyer realizes and acknowledges that it cannot rely upon the representations of anyone acting on behalf of, or claiming to act on behalf of Seller or as Seller's agent relating to the probability of the Agreement being approved and that this Transaction may or may not be consummated.

7.2.2. Record of Survey. Seller will monument the Property and will file the Record of Survey, as needed.

7.2.3. Purchase Price. Buyer must have delivered the Purchase Price to Escrow Holder.

7.2.4. Buyer's Representations, Warranties, and Covenants. The representations and warranties of Buyer in this Agreement must be true in all material respects on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of the Closing Date. Buyer must have performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it before or on the Closing Date.

- 7.3. Termination for Failure of a Closing Condition. This Transaction is structured as a completely voluntary transaction. This Agreement may be terminated by the party in whose favor the Closing Condition runs by written notice to the other. If this Agreement is so terminated, the parties will have no further obligation or liability under this Agreement or right to specific performance, declaratory relief or money damages. Any cancellation fee or other costs of the Escrow Holder or the Title Company resulting from this termination for failure of a closing condition will be borne by Buyer, unless satisfaction of the condition(s) is within the control of Seller, in which case such cancellation fee and other costs will be equally borne by Buyer and Seller.

## ARTICLE 8

### 8. Closing

- 8.1. Escrow. Escrow will be opened with the Escrow Holder within five (5) Business Days after the full execution and delivery of this Agreement. Buyer and Seller will promptly execute such additional escrow instructions, on the Escrow Holder's request, as are reasonably required to consummate the Transaction contemplated by this Agreement and are not inconsistent with this Agreement.
- 8.2. Closing Date. Seller and Buyer agree the Closing Date will be a date mutually agreeable to Buyer and Seller, but no later than December 31, 2025, unless otherwise agreed to in writing by the parties. The Closing will be at the offices of Escrow Holder or such other place as the parties may agree.
- 8.3. Seller's Deposit of Documents. Seller must deposit into escrow the following documents duly executed by Seller:
- 8.3.1. Deed: The duly executed and acknowledged deed conveying the Property to Buyer, substantially in the form and substance of Exhibit B, attached hereto and incorporated herein by this reference.
  - 8.3.2. Additional Documents: Such additional documents, including written escrow instructions consistent with this Agreement, as may be necessary or desirable to convey the Property in accordance with this Agreement.
- 8.4. Buyer's Deposit of Documents and Funds. Buyer must deposit into escrow the following funds and documents duly executed by Buyer in form and substance reasonably satisfactory to Seller:
- 8.4.1. Purchase Price: The Purchase Price in immediately available funds in accordance with Article 3 above, plus Buyer's share of closing costs and prorations.

- 8.4.2. **Additional Documents:** Such documents, including written escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.
- 8.5. **Closing Costs.** Closing costs will be allocated as follows:
- 8.5.1. Buyer will pay all of the escrow costs, including, without limitation, Escrow Holder's costs.
  - 8.5.2. Buyer will pay all of the title costs, including, without limitation, Title Policy, and Title Company's costs.
  - 8.5.3. Buyer will pay all recording charges in connection with the recordation of the deed, governmental conveyance fees and Taxes due upon transfer of the Property, including Document Transfer Stamp fees.
  - 8.5.4. Taxes will be prorated at the Closing based upon the latest Tax bill and notice increases and adjustments, if any. If any real estate or special Taxes, charges or assessments have not been fully assessed or computed as of the Closing Date for the current fiscal year of the taxing authority, then the same shall be adjusted on a preliminary settlement statement prepared by Escrow Holder and submitted, together with reasonably detailed supporting documentation based upon the most recently issued bills therefore and the parties hereto agree to a re-adjustment outside of the escrow when final bills are issued.
- 8.6. **Closing.** On the Closing Date, Escrow Holder shall close escrow as follows:
- 8.6.1. Record the deed (marked to return to Buyer) with the Inyo County Recorder (which shall be deemed delivery to Buyer);
  - 8.6.2. Issue the Title Policy to Buyer;
  - 8.6.3. Disburse to Seller the Purchase Price;
  - 8.6.4. Charge Buyer for those closing costs, fees and expenses to be paid by Buyer pursuant to this Agreement; and
  - 8.6.5. Prepare and deliver to both Buyer and Seller one signed copy of Escrow Holder's closing statement showing all receipts and disbursements of the escrow.
- 8.7. **Broker's Commission; Indemnity.** Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this Transaction, through any licensed real estate broker or

person who can claim a commission or finder's fee as a procuring cause of the sale contemplated in this Agreement. If any other broker or finder perfects a claim for a commission or finder's fee based on any contract, dealings, or communication with a party ("Indemnifying Party"), then the Indemnifying Party must indemnify, defend, and hold the other party ("Non-indemnifying Party") harmless from all costs and expenses (including reasonable attorney fees and costs of defense) incurred by the Non-indemnifying Party in connection with such claim. This indemnity shall survive the expiration or termination of this Agreement and the delivery of the deed and the Closing.

- 8.8. Possession. Seller will deliver possession of the Property to Buyer on the Closing Date.

## ARTICLE 9

### 9. Damage or Destruction; Condemnation

- 9.1. Damage or Destruction. If the Property or any portion of it is damaged or destroyed before the Closing Date from any cause whatsoever, whether an insured risk or not, including but not limited to, fire, flood, accident or other casualty which, according to the Buyer's and Seller's best estimate, would cost more than ten percent (10%) of the Purchase Price to repair, Buyer shall have the option, upon written notice to Seller, to either (i) terminate this Agreement; or (ii) proceed with the Closing without modifying the terms of this Agreement and without reducing the Purchase Price. Buyer must exercise its option as provided in this Section 9.1 within ten (10) days after notice of such damage or destruction. If Buyer elects to terminate this Agreement pursuant to this Section 9.1, (i) any and all sums and interest accrued thereon and documents deposited in escrow shall be returned to the party who respectively deposited the same in escrow without further instruction from either party to this Agreement, and (ii) any title and escrow fees incurred shall be paid by Buyer.
- 9.2. Condemnation. If before the Closing Date any action or proceeding is commenced for the condemnation or exercise of the rights of eminent domain of the Property or any portion of it, or if Seller is notified by the duly authorized officer of a duly empowered condemning authority of the intent to commence such action or proceeding ("Condemnation") and if such Condemnation would materially and adversely affect the use or operation of the Property, or reduce or eliminate access to the Property, then Buyer may either (i) terminate this Agreement or (ii) proceed with the Closing without modifying the terms of this Agreement and without reducing the Purchase Price, on the condition that Seller must assign and turn over to Buyer all awards for the Condemnation that accrue to Seller up to the amount of the Purchase Price. Buyer must exercise its option as provided in this Section 9.2 within ten (10) days after notice of such Condemnation. If Buyer elects to terminate this Agreement pursuant to this Section 9.2, (i) any and all sums and interest accrued thereon

and documents deposited in escrow shall be returned to the party who respectively deposited the same in escrow without further instruction from either party to this Agreement, and (ii) any title and escrow fees incurred shall be paid by Buyer.

## ARTICLE 10

### **10. Remedies for Default**

10.1. WAIVER OF RIGHT TO SPECIFIC PERFORMANCE AND DAMAGES. NEITHER BUYER NOR SELLER WILL HAVE THE RIGHT TO SPECIFIC PERFORMANCE OR TO RECOVER DAMAGES IF THE OTHER PARTY FAILS TO CONVEY (OR TO PURCHASE) THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT, AND IF SUCH FAILURE CONSTITUTES A DEFAULT UNDER THIS AGREEMENT, NEITHER BUYER NOR SELLER WILL HAVE THE RIGHT TO RECEIVE ANY MONEY DAMAGES. SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS SECTION 10.1 AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

Seller's Initials: \_\_\_\_\_

Buyer's Initials: \_\_\_\_\_

## ARTICLE 11

### **11. General**

11.1. Notices. Any notices relating to this Agreement must be given in writing and will be deemed sufficiently given and served for all purposes when delivered personally, by generally recognized overnight courier service, by facsimile (provided that sender retains a printed confirmation of delivery to the facsimile number provided below), or five (5) days after deposit in the United States mail certified or registered, return receipt requested, with postage prepaid, addressed as follows:

If to Buyer:

Bishop Area Wastewater Authority  
377 W. Line Street  
Bishop, CA 93515

If to Seller:

Manager of Aqueduct  
Attention: Real Estate  
City of Los Angeles

Department of Water and Power  
300 Mandich Street  
Bishop, CA 93514-3449

With copy to:

Office of the City Attorney  
City of Los Angeles  
Department of Water and Power  
221 North Figueroa Plaza, Suite 1000  
Los Angeles, CA 90012

Either party may change its address by written notice to the other given in the manner set forth above.

- 11.2. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the complete, exclusive, and final statement of the terms of the agreement with respect to the Property between Buyer and Seller and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement specifically supersedes any prior written or oral agreements between the parties. The language in all parts of this Agreement will be construed as a whole in accordance with its fair meaning and without regard to California Civil Code §1654 or similar statutes. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.
- 11.3. Amendments and Waivers. No addition to or modification of this Agreement will be effective unless it is made in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver will not be enforceable by another party unless it is made in writing and signed by the waiving party.
- 11.4. Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, this fact will in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.
- 11.5. No Merger. This Agreement, each provision of it, and all warranties and representations in this Agreement will survive the Closing and will not merge in any instrument conveying title to Buyer. All representations, warranties, agreements, and obligations of the parties will, despite any investigation

made by any party to this Agreement, survive Closing, and the same will inure to the benefit of and be binding on the parties' respective successors and assigns.

- 11.6. References. Unless otherwise indicated, (i) all article and section references are to the articles and sections of this Agreement; and (ii) all references to days are to calendar days. Whenever, under the terms of this Agreement, the time for performance of a covenant or condition falls on a Saturday, Sunday, or California state holiday, such time for performance will be extended to the next Business Day. The headings used in this Agreement are provided for convenience only and this Agreement will be interpreted without reference to any headings. The date of this Agreement is for reference purposes only and is not necessarily the date on which it was entered into.
- 11.7. Governing Law. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of California without regard to conflict of law principles.
- 11.8. Exclusive Venue. All litigation arising out of, or relating to this Agreement shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.
- 11.9. Jointly Drafted by the Parties. Each of the parties hereto acknowledges that it had a full and fair opportunity to review and revise the terms of this Agreement and that this Agreement has been drafted jointly by all of the parties hereto. Accordingly, each of the parties hereto acknowledges and agrees that the terms of this Agreement shall not be construed against or in favor of another party.
- 11.10. Time. Time is of the essence in the performance of the parties' respective obligations under this Agreement.
- 11.11. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- 11.12. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party to this Agreement or give any third person any right of subrogation or action over against any party to this Agreement.

- 11.13. Interpretation. Throughout this Agreement, (i) the plural and singular numbers will each be considered to include the other; (ii) the masculine, feminine, and neuter genders will each be considered to include the others; (iii) “shall,” “will,” “must,” “agrees,” and “covenants” are each mandatory; (iv) “may” is permissive; (v) “or” is not exclusive; and (vi) “includes” and “including” are not limiting.
- 11.14. No Attorney’s Fees. Except as otherwise set forth herein, in the event of any action to enforce this Agreement, the parties shall be responsible for their own costs, expenses and attorney’s fees incurred. Except as otherwise set forth herein, the prevailing party shall not be entitled to reasonable attorneys’ fees.
- 11.15. No Consequential/Punitive Damages. In no event shall either party be liable to the other party under any provision of this Agreement for any indirect, incidental, punitive or consequential damages, losses, costs or expenses including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole in or in part in contract, in tort, including negligence, strict liability, or any other theory of liability.
- 11.16. Independent Counsel. Each party was represented by legal counsel during the negotiation and execution of this Agreement. Each party shall be responsible for its own, respective, fees and expenses of legal counsel and consultants incurred as a result of this Agreement or the transactions contemplated thereby.
- 11.17. Authority. Buyer and Seller agree that the person executing this Agreement on behalf of Buyer and Seller, respectively, has the authority and power to do so and to bind Buyer and Seller, respectively, in accordance with the provisions set forth herein.
- 11.18. Assignment. Buyer may not assign any of its rights under this Agreement.
- 11.19. Modification. This Agreement may not be modified except by a written instrument executed by all parties or their permitted successors in interest.
- 11.20. No Joint Venture. Nothing herein contained shall be construed to create a joint venture or partnership or to create the relationship of principal and agent or of any association between the parties hereto.
- 11.21. Further Assurances. Each party hereto agrees to execute any and all documents and writings which may be necessary or expedient and do such other acts as will further the purposes hereof.

(Signatures follow on next page)

IN WITNESS WHEREOF, the parties have executed this Agreement on:

**BUYER:**

Bishop Area Wastewater Authority,  
a California joint powers authority

By: \_\_\_\_\_  
Walt Pachucki, Board Chair

Date: \_\_\_\_\_

Attest by: \_\_\_\_\_  
Clerk or Secretary

Approved as to form:

By: \_\_\_\_\_  
Ward Simmons, General Counsel

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS** is entered into and accepted on the dates indicated by our signatures affixed hereto.

**SELLER:**

DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES BY  
BOARD OF WATER AND POWER COMMISSIONERS

By: \_\_\_\_\_  
MARTIN L. ADAMS  
General Manager and Chief Engineer

Date: \_\_\_\_\_

And: \_\_\_\_\_  
CHANTE L. MITCHELL  
Board Secretary

**AUTHORIZED BY:**

Resolution No. .... \_\_\_\_\_  
Adopted ..... \_\_\_\_\_  
Approved by Council on... \_\_\_\_\_  
Council File No. .... \_\_\_\_\_

EXHIBIT A

(insert description – legal description pending)

**END OF DESCRIPTION**

SUBJECT TO all outstanding taxes and assessments, if any.

SUBJECT TO any and all agreements, covenants, conditions, restrictions, easements, reservations, rights and rights-of-way of record, and other matters of record.

SUBJECT TO any rights-of-way which may be apparent if a visual inspection is made of said real property.

SUBJECT TO the following covenants and/or restrictions:

No part of the real property described herein shall be used or operated for any purpose other than the following: (1) agricultural activities related to the production of crops and raising and grazing of livestock; (2) wastewater treatment facilities and operation; and (3) wastewater spreading operations.

This covenant and restriction shall run with the land and shall be binding on the Grantee, and its successors and assigns, in perpetuity.

EXCEPTING AND RESERVING TO the City of Los Angeles all water and water rights, whether surface, subsurface, or of any other kind, and all water and water rights appurtenant or in anywise incident to the real property herein described, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water; and reserving unto the City of Los Angeles all oil, gas, petroleum, or other mineral or hydrocarbon substances in and under said land, without the right to enter upon the surface of said land for such use.

EXHIBIT B

RECORDING REQUESTED BY:

**Bishop Area Wastewater Authority**

WHEN RECORDED, MAIL TO:

**Bishop Area Wastewater Authority  
377 W. Line Street  
Bishop, CA 93515**

THE AREA ABOVE THIS LINE IS FOR RECORDER'S USE

DOCUMENT TITLE(S)

<b>DEED</b>	Grantee: <b>Bishop Area Wastewater Authority</b> Location: <b>Inyo County, California</b>
APN(s):	Portion of 008-010-19, 008-010-20, 008-010-35, 013-020-05 and 013-020-06

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE AND EXEMPT FROM FEES FOR RECORDING PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 6103.

As authorized by the Board of Water and Power Commissioners by Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 20\_\_\_\_, receipt of which is hereby acknowledged, the CITY OF LOS ANGELES, a municipal corporation, grants to Bishop Area Wastewater Authority, a California joint powers authority, that certain real property owned by the City of Los Angeles and under the management and control of the Los Angeles Department of Water and Power, in the County of Inyo, State of California, described as follows:

(insert description – legal description pending)

**END OF DESCRIPTION**

SUBJECT TO all outstanding taxes and assessments, if any.

SUBJECT TO any and all agreements, covenants, conditions, restrictions, easements, reservations, rights and rights-of-way of record, and other matters of record.

SUBJECT TO any rights-of-way which may be apparent if a visual inspection is made of said real property.

SUBJECT TO the following covenants and restrictions:

No part of the real property described herein shall be used or operated for any purpose other than the following: (1) agricultural activities related to the production of crops and raising and grazing of livestock; (2) wastewater treatment facilities and operations; and (3) wastewater spreading operations.

This covenant and restriction shall run with the land and shall be binding on the Grantee, and its successors and assigns, in perpetuity.

EXCEPTING AND RESERVING TO the City of Los Angeles all water and water rights, whether surface, subsurface, or of any other kind, and all water and water rights appurtenant or in anywise incident to the real property herein described, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water; and reserving unto the City of Los Angeles all oil, gas, petroleum, or other mineral or hydrocarbon substances in and under said land, without the right to enter upon the surface of said land for such use.

DRAFT

DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES BY  
BOARD OF WATER AND POWER COMMISSIONERS

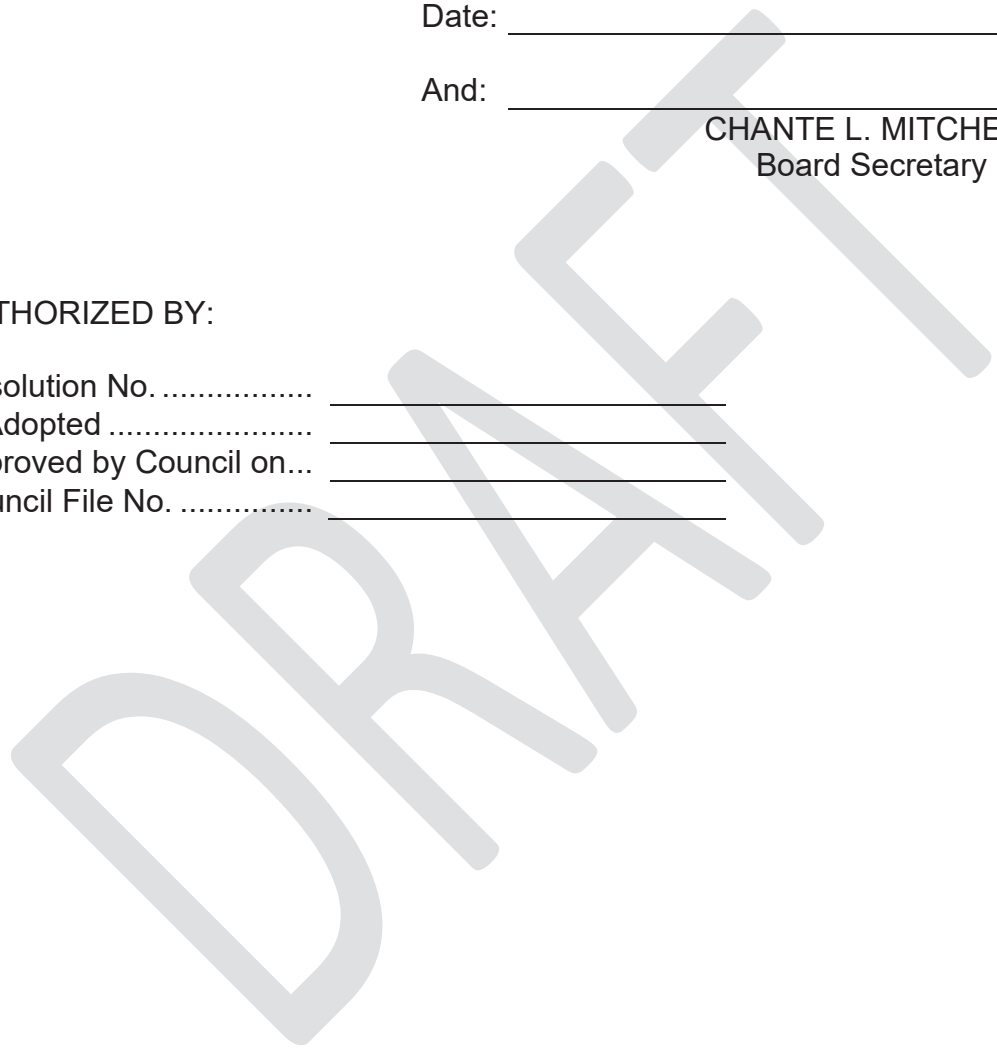
By: \_\_\_\_\_  
MARTIN L. ADAMS  
General Manager and Chief Engineer

Date: \_\_\_\_\_

And: \_\_\_\_\_  
CHANTE L. MITCHELL  
Board Secretary

AUTHORIZED BY:

Resolution No. .... \_\_\_\_\_  
Adopted ..... \_\_\_\_\_  
Approved by Council on... \_\_\_\_\_  
Council File No. .... \_\_\_\_\_



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_  
DATE Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

Place Notary Seal Above





Agenda Item: 6.C  
Date of Meeting: May 19, 2026  
Department: Administration

## STAFF REPORT

To: Bishop Area Wastewater Authority Board of Directors  
From: Jessica Ortiz  
Subject: **Willdan Amendment Extension**  
Prepared On: May 15, 2026  
Attachments: BAWA Administrative Extension Amendment 4

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### Recommended Action:

Approved By:  
Approved By:  
Approved By:  
Approved By:



Agenda Item: \_\_\_\_\_  
Date of Meeting: May 19, 2026  
Department: Administration

## STAFF REPORT

To: Bishop Area Wastewater Authority Board of Directors  
From: Matt Bullis, Assistant Administrator  
Subject: Willdan Contract Amendment to Extend Services  
Prepared On: April 29, 2026  
Attachments: Willdan Amendment 04 Extension

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### Background/History:

The Bishop Area Wastewater Authority (BAWA) entered a Professional Services Agreement with Willdan Engineering on March 1, 2024, for On-Call Engineering and Administrative Services. Amendment 01, signed on October 28, 2024, extended the period of performance through June 30, 2025. Amendment 02, approved in early 2025, increased the agreement amount to \$65,100 to reflect anticipated needs through the end of FY2024–2025. Amendment 03, approved June 17, 2025, increased the agreement amount to \$70,100 to reflect anticipated needs through the end of FY25/26.

To date, over the two years the contract has been in effect, approximately \$65,938 of the amount has been spent, with \$4,161 balance remaining. With additional administrative support anticipated for the remainder of FY2025-2026, and through FY2026-2027, an increase of \$70,000 is proposed to extend the agreement term and accommodate future services.

### Analysis/Discussion:

Amendment 04 proposes the following:

- Extend the agreement term through June 30, 2027.
- Increase the not-to-exceed amount by \$70,000, for a total contract amount of \$140,100.

This amendment reflects BAWA's continued need for administrative and technical assistance through Willdan Engineering. These services have proven essential in supporting project coordination, JPA research and technical input on planning, environmental and design documents. Continued support will be especially important during the transition to a new JPA structure and project oversight on the design and environmental activities for the new wastewater treatment plant consolidation project.

### Economic Impacts:

None

Budget Impacts:

The proposed Fiscal Year 2026–2027 budget includes funding to cover this contract amendment. No additional contributions from member agencies are required, as sufficient funds are available from prior-year balances.

Legal Review:

Authority Attorney Simmons has reviewed this amendment and finds the action to be legally compliant.

Recommended Action:

Authorize the Administrator to sign and execute Amendment 04 with Willdan Engineering to extend Administration Assistance services through June 30, 2027, and add \$70,000 for a new total not-to-exceed amount of \$140,100.

Approved By:

Approved By:

Approved By:

Approved By:



# Bishop Area Wastewater Authority

377 West Line Street - Bishop, California 93514

P. O. Box 1236 - Bishop, California 93515

760-873-8458

May 19, 2026

## Professional Service Agreement Amendment 04

To: Doug Wilson  
Willdan Engineering  
2014 Tulare Street  
Fresno, CA 93721

Subject: BAWA Administrative Services Agreement Extension

Mr. Wilson,

The Bishop Area Wastewater Authority (BAWA) and Willdan Engineering entered into a Professional Services Agreement for On-Call Engineering & Administrative Services on March 1, 2024, which was subsequently amended on October 28, 2024, March 18, 2025 and June 9, 2025. The current agreement is set to expire on June 30, 2026, with a not-to-exceed amount of \$70,100.

BAWA has reviewed the agreement and determined that the existing scope and terms remain valid, and that ongoing services are needed. To date, approximately \$65,938 has been expended and an estimated \$70,000 in additional services is anticipated for Fiscal Year 2026-2027.

Accordingly, this letter serves as Amendment No. 04 to extend the agreement term to **June 30, 2027**, and increase the not-to-exceed amount by **\$70,000**, resulting in a new not-to-exceed total of **\$140,100**.

Please sign below to confirm your acceptance of this amendment and return a fully executed copy for our records.


**BISHOP AREA WASTEWATER  
AUTHORITY**

*Approved By:*

\_\_\_\_\_  
Matt Bullis  
BAWA Asst. Administrator

**WILLDAN ENGINEERING, INC.**

*Approved By:*

  
\_\_\_\_\_  
Jonathan Mitchell, PE  
Director of Engineering



Agenda Item: 6.D  
Date of Meeting: May 19, 2026  
Department: Finance

## STAFF REPORT

To: Bishop Area Wastewater Authority Board of Directors  
From: Ethan Aukee  
Subject: **Review and Approval of the Bishop Area Wastewater Authority Fiscal Year 2026-27 Budget**  
Prepared On: April 15, 2026  
Attachments: Bishop Area Wastewater Authority Fiscal Year 2026-27 Budget

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### Background/History:

The Bishop Area Wastewater Authority annually prepares a proposed budget for Board review and approval prior to the upcoming fiscal year. The Fiscal Year 2026-27 budget is intended to serve as the Authority's financial plan for the coming year and reflects anticipated operating needs, planned expenditures, and related member agency funding requirements. Supporting footnotes are included to provide additional context regarding key assumptions and planned budget administration.

### Analysis/Discussion:

The proposed Fiscal Year 2026-27 budget has been prepared to support the Bishop Area Wastewater Authority's anticipated operating needs for the coming year while also accounting for the possibility of a significant capital expenditure. Because the scope, timing, and final cost of that potential capital activity are not fully determined at the time of budget development, the budget includes the related appropriation based on current planning assumptions, with additional explanation provided in the accompanying footnotes.

Consistent with the proposed budget administration approach, initial invoicing to the member agencies would include only the amounts associated with operating expenditures. Amounts associated with the capital expenditure would be invoiced closer to the time the cash is actually needed. This approach is intended to avoid the unnecessary accumulation of excess cash while still ensuring that the Authority is positioned to move forward without delay if the capital expenditure is authorized.

If the ultimate capital expenditure differs from the assumptions reflected in the proposed budget, a budget adjustment can be brought back to the Board for consideration at that time. Overall, the proposed budget is intended to provide a practical financial plan for the upcoming

fiscal year while preserving flexibility in the administration of a significant but still-developing capital matter.

Budget Impacts:

If approved, the Fiscal Year 2026-27 budget will establish the Bishop Area Wastewater Authority's authorized appropriations for the upcoming fiscal year. Invoicing to the member agencies will be conducted pursuant to the Joint Exercise of Powers Agreement. Consistent with the proposed budget administration approach, invoicing is anticipated to initially include operating expenditures, with amounts associated with capital expenditures to be billed in accordance with the Joint Exercise of Powers Agreement and the Authority's cash flow needs. If actual costs or the scope of capital activity differ from current assumptions, a future budget adjustment may be presented for Board consideration.

Legal Review:

The Authority's Attorney has reviewed this item and determined that the recommended action is legally sufficient.

Recommended Action:

Approve the Bishop Area Wastewater Authority Fiscal Year 2026-27 Budget.

Approved By: Ethan Aukee 4/15/2026

Approved By:

Approved By:

Approved By:

Bishop Area Wastewater Authority

Proposed FY 2026-27 Budget

May 19, 2026

Prepared by:

City of Bishop

Finance Department

Report Criteria:

- Includes all accounts
- Includes grand totals
- [Report].Fund = "024"

Account Number	Title	2024-25 Prior year Actual	2025-26 Current year Budget	2026-27 Future year Budget
<b>BAWA</b>				
<b>Revenue:</b>				
024-000-39811	Miscellaneous	.00	.00	.00
024-000-39812	Gain on Sale	.00	.00	.00
024-000-39925	Revenue from City and District	215,859.03	88,751.00	771,000.00
024-000-39999	Transfers In	.00	.00	.00
Total Revenue:		215,859.03	88,751.00	771,000.00
<b>Expenditure:</b>				
024-000-52015	Professional Services	210,449.59	82,436.00	80,000.00
024-000-52016	Insurance	1,083.39	1,115.00	1,200.00
024-000-52018	Special Department Supplies	65.25	200.00	200.00
024-000-55026	Contract Services	.00	.00	.00
024-000-55099	Legal Fees	4,260.80	5,000.00	5,000.00
024-000-56027	Capital Expense	.00	.00	684,600.00
024-000-56028	Capital Equipment	.00	.00	.00
024-000-56029	Capital Equipment Replacement	.00	.00	.00
024-000-59999	Transfers Out	.00	.00	.00
Total Expenditure:		215,859.03	88,751.00	771,000.00
BAWA Revenue Total:		215,859.03	88,751.00	771,000.00
BAWA Expenditure Total:		215,859.03	88,751.00	771,000.00
Total BAWA:		.00	.00	.00
Grand Totals:		.00	.00	.00



# CITY OF BISHOP

377 West Line Street – Bishop, CA 93514  
PO Box 1236 – Bishop, CA 93514  
City Hall 760-873-5863

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## FINANCE DEPARTMENT Footnotes to Proposed BAWA FY 2026-27 Budget

May 19, 2026

Members of the Bishop Area Wastewater Authority Board,

The footnotes listed below are intended to provide context to the reader and to document assumptions and intended administrative practices associated with the proposed budget.

- A determination on the scope of any potential land purchase has not been made at the time of budget development. The budget amount included within capital expense account 024-000-56027 corresponds with a purchase of 202 acres.
- If the Board commits to a land purchase for less acreage, a budget adjustment will be proposed for Board consideration once the purchase price associated with the selected acreage has been determined.
- Initial invoices to each party of the JPA related to the funding of the FY 2026-27 budget will include only the amounts associated with operating expenses. BAWA invoicing to the parties for amounts associated with capital expense will be conducted roughly 60 days prior to the need for the cash associated with the planned expenditure. This practice will allow each party to retain its cash until it is needed for BAWA use and will minimize the time that each party's cash is maintained within BAWA when the timeline for use is not yet certain.
- The City will administer the California State Water Resources Control Board Clean Water Planning Loan within its own accounting records, as the loan agreement is between the CWSRF and the City of Bishop. Costs incurred under the loan program will be evaluated to determine the appropriate accounting treatment and whether any resulting assets, obligations, or transfers should ultimately be reflected in BAWA's financial statements based on ownership, control, and the final project structure.

Best regards,

*Ethan Aukee*

Ethan Aukee  
Finance Director