

"SMALL TOWN WITH A BIG BACKYARD"



COUNCIL AGENDA PACKET

SEPTEMBER 9, 2013



CITY OF BISHOP

CITY COUNCIL MEETING AGENDA

City Council Chambers - 301 West Line Street - Bishop, California

NOTICES TO THE PUBLIC

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the City Clerk at 760-873-5863. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28CFR 13.102-35.104 ADA Title II)

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.

Members of the public desiring to speak on a matter appearing on the agenda should ask the Mayor for the opportunity to be heard when the item comes up for Council consideration. NOTE: Comments for all agenda items are limited to a speaking time of three minutes.

MONDAY, SEPTEMBER 9, 2013
7:00 P.M.

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

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

PRESENTATIONS

- (1) Presentation of Quarterly Citizen Award to Arnie and Kelliann Palu
- (2) CAL FIRE Informational Presentation given by CAL FIRE Division Chief Paul Melendrez

PROCLAMATION

- (3) Declaring September 2013 as National Recovery Month as requested by Inyo Health and Human Services Department.
- (4) Declaring April 22, 2014 as Arbor Day as requested by the City of Bishop Community Services Department.

DEPARTMENT HEAD REPORTS

Updates on department activities will be given by the Department Heads

- A. Fire Chief Ray Seguire
- B. Police Chief Chris Carter
- C. Public Works Director/City Engineer Dave Grah
- D. City Administrator/Community Services Director Keith Caldwell

NORTHERN INYO HOSPITAL (NIH) QUARTERLY UPDATE – NIH Community Development, Marketing & Grant Writing Director Angie Aukee

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

(5)

FOR APPROVAL/FILING

Reports

(a) Personnel Status Change Report

(b) Warrant Register – August 2013

FOR INFORMATION/FILING

Minutes

(c) Planning Commission Minutes – June 25, 2013

Agenda

(d) Water and Sewer Commission Agenda – September 10, 2013

Reports

(e) Public Works Report – July 2013

(f) Public Works Report – August 2013

(g) Public Works Building Permits Report – August 2013

(h) Fire Activity Log – August 2013

NEW BUSINESS

(6) **SYMONS EMERGENCY SPECIALTIES, INC. DISPATCH SERVICES** – Council review and consideration to approve a letter of notification to discontinue dispatch services for Symons Emergency Specialties, Inc. – Police Department.

(7) **WORK ORDER 2 FOR WARREN STREET IMPROVEMENTS PROJECT CONSTRUCTION CONTRACT** – Council consideration to approve the execution of Work Order 2 under the contract with Triad Holmes Associates for the Warren Street Improvements Project – Public Works Department.

(8) **CITY HALL AUDITORIUM LOW SLOPE ROOFS AND POLICE DEPARTMENT FRONT DOOR EYEBROW RE-ROOF PROJECT** – Council consideration to approve advertising for bids for the City Hall Auditorium Low Slope Roofs and Police Department Front Door Eyebrow Re-Roof Project – Planning Department.

(9) **SALE OF MOBILE HOME AT SUNRISE MOBILE HOME PARK** – Council consideration to approve the sale of mobile home unit #36 at Sunrise Mobile Home Park – Administration Department.

(10) **LETTER TO CALTRANS IN SUPPORT OF THE EASTERN SIERRA COUNCIL OF GOVERNMENTS (ESCOG)** – Council review and approval to send a letter to Caltrans to allow flexibility in requirements related to traffic control during special events – City Council.

COUNCIL AND COMMITTEE REPORTS

ADJOURNMENT

Tuesday, September 10, 2013 – 9:00 a.m. Budget Workshop 2 – Executive Conference Room

Monday, September 23, 2013 – 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers

Tuesday, October 15, 2013 – 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers

Monday, October 28, 2013 – 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers

Tuesday, November 12, 2013 - 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers

Monday, November 25, 2013 - 4:00 p.m. Study Session / 7:00 p.m. Regular Meeting – Council Chambers



CITY OF BISHOP

STUDY SESSION AGENDA

Council Chambers - 301 West Line Street - Bishop, California

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MONDAY, SEPTEMBER 9, 2013

4:00 p.m.

CALL TO ORDER

ROLL CALL

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

SCHEDULED DISCUSSION

1. Schedule Budget Workshop 3
2. Schedule Proposed ATV Trail System Public Outreach Meetings
3. Warren Street Workshop
4. Current 7:00 p.m. agenda items
5. Future agenda items
6. Department Head Reports

DISCUSSION

1. Councilmember David Stottlemire
2. Councilmember Pat Gardner
3. Councilmember Keith Glidewell
4. Mayor Pro Tem Jim Ellis
5. Mayor Laura Smith

ADJOURNMENT – To City Council meeting scheduled at 7:00 p.m. in the City Council Chambers.

PROPOSED ATV TRAIL SYSTEM

- The Eastern Sierra ATV Adventure Trails organization is proposing an ATV trail system that will provide access from public lands, managed for ATV recreation, to goods and services in our towns in Inyo County.
- Specific ATV combined use routes utilizing county and city streets have been recommended and are presently being reviewed. This is a pilot program to evaluate the impact on Inyo County.
- There will be an environmental assessment prepared and public comments will be solicited at a future date before any ATV travel will be permitted on Inyo County roads or city streets.
- Any county road or city street that may become a travel way for ATV access shall require a licensed, insured operator, obeying traffic laws and speed limits.
- ATV travel on any public routes will be limited to daylight driving, maximum speed 35 mph.
- ATV recreation within towns and cities is not a new concept. It is widely used in Utah, Arizona, North Dakota, and West Virginia to name a few.
- ATV use is a major recreation on Inyo County public lands.

CONTACTS:

Eastern Sierra ATV Adventure Trails

www.access.advocates.org

Dick Noles (760) 873-4519

Randy Gillespie (760) 920-1701

City of Bishop

www.ca-bishop.us

Keith Caldwell (760) 873-5863

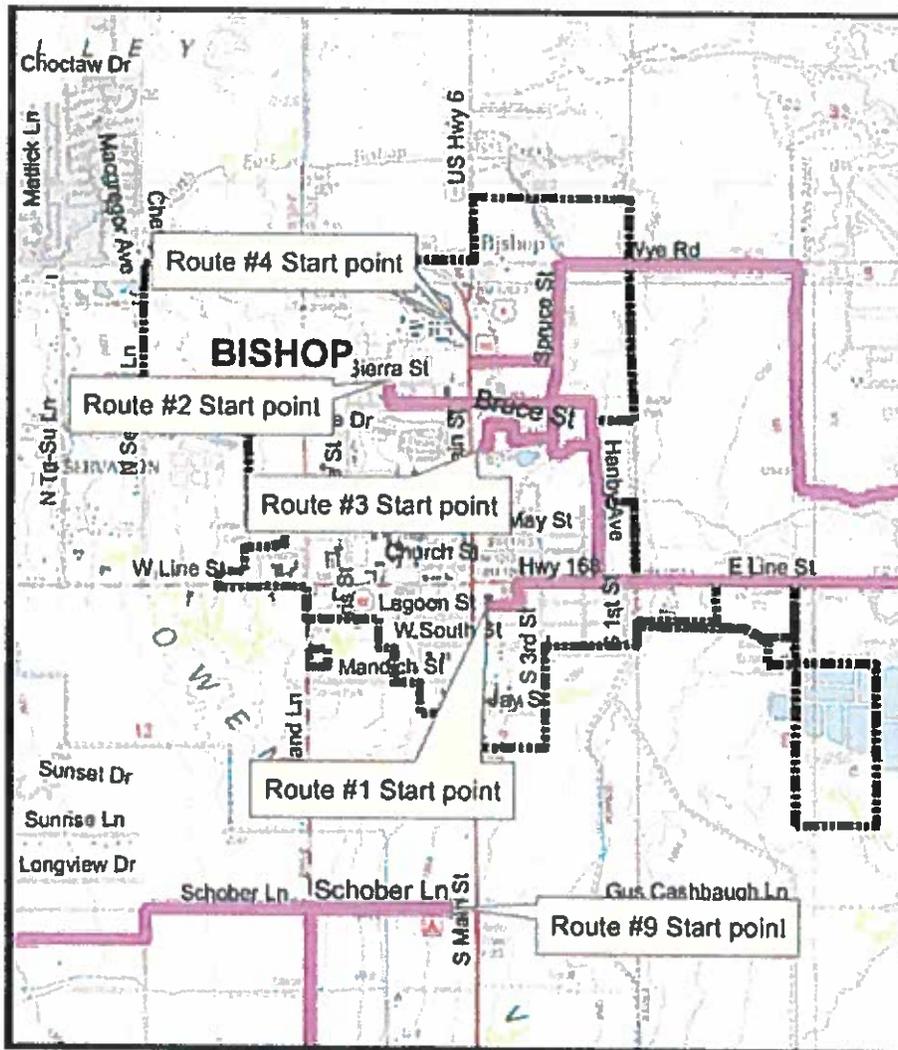
David Grah (760) 873-8458

County of Inyo

www.inyocounty.us

Courtney Smith (760) 878-0207

Elaine Kabala (760) 878-0382



Proposed Eastern Sierra ATV Adventrue Trail System in Bishop Area
From <http://inyoltc.org/pdfs/ESAT/bishmap2.pdf>

< BACK >

AGENDA PLANNING FOR UPCOMING MEETINGS

SEPTEMBER 9, 2013
STUDY SESSION
DISCUSSION ITEM # 5

TUESDAY, SEPTEMBER 10, 2013

9:00 AM – 12:00 PM

- Budget Workshop 2

MONDAY – SEPTEMBER 23, 2013 MEETINGS

4:00 PM

-

7:00 PM

- Proclamation – September 28, 2013 National Public Lands Day – National Environmental Education Foundation
- Proclamation – October 2013 Domestic Violence Awareness Month – Wild Iris
- Chamber of Commerce Update – (Tawni Thomson)
- Update by Supervisor Jeff Griffiths
- Inyo County Zoning and General Plan Update Informational Presentation – (Elaine Kabala)
- Work Order 3 to Trunk Replacement Project Consultant Contract – Public Works (D.Grah)

TUESDAY - OCTOBER 15, 2013 MEETINGS

4:00 PM

-

7:00 PM

- Water and Sewer Commission rate recommendations

WEDNESDAY- OCTOBER 16, 2013

4:00 PM

- Budget Hearings

MONDAY – OCTOBER 28, 2013 MEETINGS

4:00 PM

-

7:00 PM

- Chamber of Commerce Update – (Tawni Thomson)
- Update by Supervisor Jeff Griffiths

TUESDAY - NOVEMBER 12, 2013 MEETINGS

4:00 PM

- Selection of Quarterly Citizen Award to be presented December 9

7:00 PM

- Chamber of Commerce Update - (Tawni Thomson)
- Northern Inyo Hospital Quarterly Update – (Angie Aukee and/or Cheryl Underhill)
- Approve Water and Sewer Rate hearing notices
- Adoption of Preliminary 2014/2015 Budget
- State of the City 2012-2013 – Administration (K.Caldwell)

MONDAY - NOVEMBER 25, 2013 MEETINGS

4:00 PM

-

7:00 PM

- Update by Supervisor Jeff Griffiths

MONDAY - DECEMBER 9, 2013 MEETINGS

4:00 PM

- Discuss proposed ordinance relating to Emergency Organization and Services

7:00 PM

- Presentation of Quarterly Citizen Award
- Chamber of Commerce Update - (Tawni Thomson)
- Public Hearing - water and sewer rates

MONDAY - JANUARY 6, 2014 MEETINGS

4:00 PM

-

7:00 PM

- Reorganization – Selection of Mayor and Mayor Pro Tem
- Review of Mayoral Appointments

MONDAY - JANUARY 20, 2014 MEETINGS

4:00 PM

-

7:00 PM

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR KSC

SUBJECT: QUARTERLY COUNCIL CITIZEN AWARD

DATE: September 9, 2013

BACKGROUND/SUMMARY

As determined by Council, a citizen award will be presented quarterly to a deserving person or persons who have contributed to the Bishop community in various ways. Council selected Arnie and Kelliann Palu as this quarter's award recipient.

RECOMMENDATION:

Make the presentation to Arnie and Kelliann Palu.

Arnie and Kelliann Biographies

Kelliann Palu

Kelliann was born and raised in Bishop. She graduated from Bishop Union High School in 1995, and received an Associates Degree from Cerro Coso College. Kelliann has worked for Dwayne's Pharmacy for 19 years. She currently serves as Music Director at the First Presbyterian Church, is an elder at the Church, and sings in the church Choir. Kelliann is also a Volunteer Leader for Young Life Eastern Sierra, a non-denominational Christian Youth Organization. Kelliann organizes the "clown troupe" for the Mule Days parade and the Christmas Parade.

Arnie Palu

Arnie was born and raised in Loup City, Nebraska. He graduated from Loup City High School in 1996, and graduated from the University of Nebraska in 2000. Arnie has worked at KIBS/KBOV Radio for 12 years. He coaches football at Bishop Union High School and was a former President of Bishop Little League. Arnie is also a Volunteer Leader for Young Life Eastern Sierra.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR KSC

SUBJECT: CAL FIRE INFORMATIONAL PRESENTATION -
BY CAL FIRE DIVISION CHIEF PAUL MELENDREZ

DATE: SEPTEMBER 9, 2013

BACKGROUND/SUMMARY

CAL FIRE Division Chief Paul Melendrez requested that he present to City Council information on CAL FIRE and their current activities.

RECOMMENDATION

Hear from CAL FIRE Division Chief Paul Melendrez and his presentation on CAL FIRE's current information and activities.

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KCC*

SUBJECT: PROCLAMATION – NATIONAL RECOVERY MONTH

DATE: SEPTEMBER 9, 2013

Attachments:

- Correspondence from April H. Eagan, Inyo County Prevention
- Proclamation designating September as National Recovery Month
- National Recovery Month Celebration Flyer

BACKGROUND

April H. Eagan from Inyo County Prevention Program has requested that National Recovery Month be recognized by the City of Bishop. She has also attached an invitation to the Council and the City of Bishop to attend the third annual 'Communities United for Recovery' event on September 27, 2013.

RECOMMENDATION

Read the proclamation.



County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT

*Behavioral Health, Public Health, Social Services, First 5, Prevention,
Inyo Mono Area Agency on Aging*

*Drawer H, Independence, CA 93526
Telephone (760) 878-0247 FAX: (760) 878-0266*

Or

*163 May St., Bishop, CA 93514
Telephone (760) 873-3305 FAX: (760) 873-6505*

*JEAN TURNER, M.A., DIRECTOR
jturner@inyocounty.us*

August 26, 2013

Bishop City Council
377 W. Line Street
Bishop, CA. 93514

RE: September 9th City Council Meeting

Dear Mayor Laura Smith,

I am writing to request a spot on the Bishop City Council agenda for September 9, 2013. Inyo County Health and Human Services would appreciate it if the Bishop City Council made a proclamation declaring September "National Recovery Month".

We would like to invite the Council and the City to the third annual 'Communities United for Recovery' event on September 27th. Please see the attached proclamation and flyer.

Please feel free to contact me with any questions.

Respectfully,

April H. Eagan
Inyo County Prevention
County of Inyo
873.4159

**PROCLAMATION BY THE BISHOP CITY COUNCIL
DESIGNATING THE MONTH OF SEPTEMBER 2013 AS
NATIONAL RECOVERY MONTH**

WHEREAS, behavioral health is an essential part of health and one's overall wellness; and

WHEREAS, prevention of substance use disorders works, treatment is effective, and people recover in our area and around the Nation; and

WHEREAS, preventing and overcoming mental and/or substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

WHEREAS, we must encourage relatives and friends of people with substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

WHEREAS, in 2011, 3.8 million people received specialty treatment for a substance use disorder and more than 31.6 million adults aged 18 and older received services for mental disorders, according to the *2011 National Survey on Drug Use and Health*. Given the serious nature of this public health problem, we must continue to reach the millions more who need help; and

WHEREAS, to help more people achieve and sustain long term recovery, the *US Department of Health and Human Services (HHS)*, the *Substance Abuse and Mental Health Services Administration (SAMHSA)*, the *White House Office of National Drug Control Policy (ONDCP)* and *Inyo County Health and Human Services* invite all residents of **Bishop** to participate in **National Recovery Month**; and

NOW, THEREFORE, I, Laura Smith, Mayor of the City of Bishop, by virtue of the authority vested in me by the laws of the State of California, do hereby proclaim the month of September 2013 as

NATIONAL RECOVERY MONTH

in Bishop and call upon the people of Bishop to observe this month with appropriate programs, activities, and ceremonies supporting this year's theme, "***Join the Voices for Recovery: Together on Pathways to Recovery.***"

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Bishop to be affixed this 9th day of September, 2013.

LAURA SMITH, MAYOR
August 27, 2013

NATIONAL RECOVERY MONTH

3RD ANNUAL

Communities United For Recovery



FOOD & MUSIC



You are invited to celebrate & honor those individuals who have overcome their addiction to drugs and/or alcohol & have begun their new lives in RECOVERY.

September 27, 2013

**Front of Bishop City
Park**

5:30-8:00 pm

FAMILY FUN



*Inyo County Addiction's Task Force *Children's Services Council
*Inyo County Superior Court *Alpine Center *Inyo County Health
and Human Services *Inyo County Probation Department

TO: CITY COUNCIL
FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*
SUBJECT: PROCLAMATION – ARBOR DAY - APRIL 22, 2014
DATE: September 9, 2013

Attachments:

- Proclamation designating April 22, 2014 as Arbor Day

BACKGROUND/SUMMARY:

At the request of City Administrator and Community Services Director Keith Caldwell, a proclamation has been prepared to declare April 22, 2014 as Arbor Day.

By proclaiming April 22, 2014 as Arbor Day in the City of Bishop, the City of Bishop will begin to meet the requirements to be recognized and designated as a Tree City USA. The Tree City USA program is a national program that provides the framework for community forestry management for cities and towns across America.

RECOMMENDATION:

Read the proclamation.

**BISHOP CITY COUNCIL PROCLAMATION
DESIGNATING APRIL 22, 2014
AS
ARBOR DAY**

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal;

NOW, THEREFORE, I, Laura Smith, Mayor of the City of Bishop, by virtue of the authority vested in me by the laws of the State of California, do hereby proclaim April 22, 2014 as

ARBOR DAY

in the City of Bishop, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and

FURTHER, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this for future generations.

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Bishop to be affixed this 9th day of September, 2013.

LAURA SMITH, MAYOR
September 9, 2013

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR KSC

SUBJECT: CONSENT CALENDAR – PERSONNEL STATUS CHANGE REPORT

DATE: September 9, 2013

The following personnel item has been submitted for action at this meeting:

POLICE DEPARTMENT

(A) Crossing Guard
Part-Time
\$10.00 per hour
HIRE: Sylvia R. Derr

EFFECTIVE DATE

08/15/2013

TO: City Council/City Administrator
 FROM: Finance/Accounting Secretary
 DATE: September 9, 2013
 SUBJECT: Warrant Register for the month of August 2013

PAYABLE CHECK NUMBERS ISSUED

CK#64589 thru 64623	\$	94,072.36
CK#64524 - 64625	\$	32,980.00
CK#64626 thru 64663	\$	28,924.13
CC#64562 Cancelled Check	\$	(750.00)
CK#64664 thru 64708	\$	55,101.96
CK#64709 thru 64731	\$	46,096.35
CK#64732 thru 64739	\$	19,084.36
CK#64740 thru 64782	\$	68,590.13

TOTAL PAYABLE EXP FOR AUGUST 2013	\$	344,099.29
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PAYROLL CHECK NUMBERS ISSUED

Special Payroll, August 2, 2013 CK#38571 thru 38574	\$	1,904.56
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Regular Payroll, August 15, 2013 CK#38575 thru 38630 DD#7129 thru 7179	\$	141,552.71
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Special Payroll, August 15, 2013 CK#38631 thru 38634	\$	4,196.30
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Regular Payroll, August 31, 2013 CK#38635 thru 38712 DD#7180 thru 7232	\$	139,501.34
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Medicare	\$	4,082.09
PERS	\$	74,157.64
PERS/OPEB	\$	27,054.86
Workers Comp	\$	12,565.07
Medical	\$	50,276.34
Dental	\$	5,236.14
Life Insurance	\$	392.00
Vision	\$	783.97
Disability	\$	3,625.31
Def Comp Programs	\$	2,430.00
P.A.R.S.	\$	24,651.41
PARS/ARS	\$	579.99

TOTAL PAYROLL EXP FOR AUGUST 2013	\$	492,989.73
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TOTAL EXPENDITURES FOR AUGUST 2013	\$	837,089.02
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CITY OF BISHOP
 CHECK REGISTER 8/02/13

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRAVIS#	AMOUNT	CHECK TOTAL
64589	BISHOP CHAMBER OF COMMERCE	AUG13	CMBR/AUG13	8/02/13	60509	11,916.66	11,916.66
64590	LAW OFFICE OF PETER TRACY	JULY13 7/29/13	TRACY/JULY13 TRACY/LGLSRVCS	8/02/13 8/02/13 8/30/13	60511 60499	3,500.00 518.50	4,018.50
64591	STATE COMPENSATION INSURANCE	AUG13	STCOMP/VOLFFIRE	8/02/13	60554	1,286.67	1,286.67
64592	STEVES AUTO & TRUCK PARTS	80561 81243 81681 81929 819816 82232 82603 82666 82898 83181 83202	STVSATO/OILORY STVSATO/CRMSH STVSATO/OIL STVSATO/FILTERS STVSATO/RAGS STVSATO/GRSGUH STVSATO/OILFILTER STVSATO/BATTERY STVSATO/BATTERY STVSATO/OIL STVSATO/VBELT	8/02/13 8/02/13 8/02/13 8/02/13 8/02/13 8/02/13 8/02/13 8/02/13 8/02/13 8/02/13 8/02/13	60536 60537 60538 60544 60543 60545 60539 60540 60541 60546 60542	71.82 50.75 32.77 181.47 20.02 42.11 48.79 52.27 52.27 13.31 69.79	635.37
64593	SOUTHERN CALIFORNIA EDISON	CHLORINTR STRNTHK WELLA 85JAYST 960POLETA	SCE/JLY13 SCE/JLY13 SCE/JLY13 SCE/JLY13 SCE/JLY13	8/02/13 8/02/13 8/02/13 8/02/13 8/02/13	60534 60535 60533 60532 60531	107.06 31.25 2,630.28 28.61 118.58	2,415.78
64594	PETTY CASH - CLERK DEPT.	ADMIN	PTYCASH/ADMIN	8/30/12	60561	30.06	30.06
64595	PETTY CASH - PARKS DEPT.	PARKS	PTYCASH/CAMPSHACKS	8/02/13	60517	150.77	150.77
64596	DEPARTMENT OF WATER & POWER	102ELLINE 207WLINEA 209WLINE 293MHAIN	DWP/JUNJLY13 DWP/MAYJUN13 DWP/MAYJUN13 DWP/JUNJLY13	8/02/13 8/02/13 8/02/13 8/02/13	60518 60558 60559 60519	78.92 36.26 1,524.20 44.13	1,663.51
64597	BISHOP VOLUNTEER FIRE DEPARTMENT	JULY13	BVED/JULY13	8/02/13	60512	2,470.00	2,470.00
64598	DEARNS PLUMBING & HEATING	46548	DNSPLB/LBRSRHP	8/02/13	60514	136.44	136.44
64599	BRITT'S DIESEL & AUTOMOTIVE	51621 51622 51623 51624 51625	BRTS/PSIPTST BRTS/PSIPTST BRTS/PSIPTST BRTS/PSIPTST BRTS/PSIPTST	8/02/13 8/02/13 8/02/13 8/02/13 8/02/13	60502 60503 60504 60505 60506	80.00 80.00 80.00 80.00 80.00	400.00
64600	RITE-WAY POOL & SPA						

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRAMS#	AMOUNT	CHECK TOTAL
64601	VISION SERVICE PLAN	AUG13	VSP/AUG13	8/02/13	60552	29.81	29.81
64602	QUILL COMP	4175326	QUILL/DATER	8/02/13	60521	168.46	
		4257640	QUILL/SUPPLIES	8/02/13	60522	49.77	
		4258087	QUILL/SUPPLIES	8/02/13	60523	179.16	
		4295863	QUILL/PAPER	8/02/13	60524	39.95	
		4307788	QUILL/INK	8/02/13	60526	66.59	
		4308500	QUILL/GAUZE/PADS	8/02/13	60525	73.42	577.35
64603	INYO REGISTER	40899	INREG/WYERD	8/02/13	60510	28.40	28.40
64604	SUDDENLINK PAYMENT CNTR	1519WRH	SUDLNK/AUG13	8/02/13	60549	69.95	
		198ACIVER	SUDLNK/AUG13	8/02/13	60548	1,224.06	1,294.01
64605	SECURITY LIFE INSURANCE	JLYAUG13	DNTL/GILLESPIE	8/02/13	60529	268.52	268.52
64606	CASCADE FIRE EQUIPMENT CO	53102	CSCDE/GLOVES	8/02/13	60513	191.98	191.98
64607	BANK OF AMERICA	JUNJUL13	BOFA/PD	6/30/13	60498	1,751.93	1,751.93
64608	THE SOUND SHOPPE	22K689	SNOSH/PCAPLGS	8/02/13	60550	5.39	5.39
64609	WELLS FARGO EQUIP FINANCE	8406586	WF EQPFIN/PIERCEARIAL	8/02/13	60553	57,417.49	57,417.49
64610	THOMAS PETROLEUM, LLC	912927IN	THSPET/DREP2	8/02/13	60551	33.01	33.01
64611	ZEE MEDICAL SERVICE CO#34	625452	ZEE/FRSTAD	8/02/13	60555	162.00	162.00
64612	BILL'S APPLIANCE & HOME	16805	BLSAPLNC/FRIDGERPR	8/02/13	60501	89.00	89.00
64613	DAVID STOTTLEMYRE	REINB	STTL/CHAMBERLNCH	8/02/13	60547	62.85	62.85
64614	SMART & FINAL	/9/13	SMRTFN/CLNGSPLIS	8/02/13	60530	55.77	55.77
64615	MOUNTAIN APPAREL	721138	MNTAPRL/SHIRTS	8/02/13	60516	441.72	441.72
64616	CARRICHAEL BUSINESS TECH.	12427	CBT/BACKUP	8/02/13	60507	42.55	42.55

Run Date : 08/02/13 CHECK REGISTER 8/02/13

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
64617	POSTMASTER	W/S	PEMSTR/PERMIT#2	8/02/13	60520	1,000.00	42.55
64618	VFW POST 8988	FLAGS	VFW/FLAGS	8/02/13	60563	1,255.80	1,000.00
64619	JANA CURRIE	REIMB	JCURRIE/VEHICLEUSE	6/30/13	60560	50.00	1,255.80
64620	BIG PINE PEST CONTROL	11994	BPPST/TRTNMTSMHP	6/30/13	60562	333.00	50.00
64621	CHAD BANTA REPAIRS	PW	CBR/WAHTARPR	8/02/13	60508	30.00	333.00
64622	LOLA MARSH	LMRSH	LMRSH/KLBLEIMB	8/02/13	60515	90.00	30.00
64623	GAMER BASEBALL	FALLBALL	GMRSBLL/FALLBALL	8/02/13	60564	2,610.00	90.00
CHECKS TOTAL						94,072.56	2,610.00

64625 2014 900 NORTH AMERICAN DIGESTER 32,980.00 8/09/13 C0B13-08 2 DIGESTERS CLEANED

TYPED CHECKS TOTAL 32,980.00

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CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRF#	AMOUNT	CHECK TOTAL
64626	LEXIS NEXIS	48105333	LEXIS/DEERD/JUL13	8/09/13	60509	488.83	388.83
64627	SOUTHERN CALIFORNIA EDISO	900POLETA 980POLETA	SCE/JUL13 SCE/JUL13	8/09/13 8/09/13	60597 60598	2,217.80 490.67	2,708.47
64628	BISHOP WELDING SUPPLY	721907	BISWELD/THINCUT	8/09/13	60559	17.56	17.56
64629	DEPARTMENT OF WATER & POW	STLIGHTS STLIGHTS	DWP/JUN13 DWP/JUN13	8/09/13 8/09/13	60578 60581	619.06 615.39	
64630	UNDERGROUND SERVICE ALERT	720130057	USRVALRT/TCRTCHRG	8/09/13	60572	21.00	21.00
64631	BISHOP HEATING & AIR COND	30664	RISHEAT/SPVCALL/JUL13	8/09/13	60595	85.00	85.00
64632	BISHOP DRY CLEANERS	JULY13	BISDRPY/JULY12	8/09/13	60566	136.00	136.00
64633	SIELECT SUPPLY	156147	SELECT/LAMPRLD/JUL13	8/09/13	60623	6.67	6.67
64634	XEROX CORP	069418268 069418311	XER/PP/JUL13 XER/PTC/JUL13	8/09/13 8/09/13	60614 60615	430.46 212.45	642.91
64635	QUILL CORP	4295542	QUILL/SUPP/JUL13	8/09/13	60599	86.91	86.91
64636	MISSION UNIFORM & LINEN	FIRE	MISLIN/JUL13	8/09/13	60627	33.44	33.44
64637	INTEGRATED WASTE MNGMENT	14219	INHTWASTE/FEES/JUL13	8/09/13	60618	5.00	5.00
64638	BISHOP AUTOMOTIVE CENTER	85683 86432	BISAUTO/PDF12 BISAUTO/PDF16	8/09/13 8/09/13	60567 60568	106.45 111.38	217.83
64639	SUDDEMLINK PAYMENT CNTR	207MLINE	SUDLINK/AUG13	8/09/13	60596	69.95	69.95
64640	HOME LUMBER COMPANY	50083	HMLUM/CONCRTBORD	8/09/13	60586	25.92	25.92
64641	VERIZON WIRELESS						

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CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
6462	GRAHITE CONSTRUCTION CO	FIRE	VRZWIRE/JUL13	8/09/13	60625	5.02	5.02
6463	RESERVE ACCOUNT	516237	GRNT/CHAMIX/JUL13	8/09/13	60616	365.53	365.53
6464	BIG MTH BOTTLED WATER	JUL13	PSTG/JUL13	8/09/13	60620	223.00	223.00
6465	UNITED PARCEL SERVICE	30702	BGRTN/WATER	8/09/13	60565	161.70	161.70
6466	QUALA-TEL ENTERPRISES	9Y292E303	UPS/PD/CGALVIN	8/09/13	60607	151.27	151.27
6467	KIBS-FM	31626	QALTEL/FIREDO/JUL13	8/09/13	60630	1,040.65	1,040.65
6468	EARTHLINK IHC	130728056	K195/4THJUL13	8/09/13	60588	150.00	150.00
6469	TRIAD/HOLMES ASSOCIATES	468152278	ERTHLINK/RNDWITH	8/09/13	60585	275.57	275.57
6470	THOMAS PETROLEUM, LLC	4002603 4002604	TRIAD/CALTRUS/04.0477- TRIAD/ENVENCO/3.0493-P	8/09/13 8/09/13	60601 60600	4,657.50 675.00	5,332.50
6471	THOMSON REUTERS/BARCLAYS	CE86291 CL86461M CL86462IM CL86463	THMPETRL/JUL13 THMPETRL/FIRE/JUL13 THMPETRL/PDGAS/JUL13 THMPETRL/FUEL/JUL13	8/09/13 8/09/13 8/09/13 8/09/13	60604 60626 60605 60603	2,123.07 840.95 3,551.07 549.90	7,064.99
6472	GALLS AN ARAMARK COMPANY	2665592	THMSNREUT/BARCLAYS/JUL	8/09/13	60602	135.00	135.00
6473	UPS STORE, THE	896201	GALLS/PDPANT/JUL13	8/09/13	60617	133.52	133.52
6474	DESERT MOUNTAIN SPORTS,	3019 3026	UPSSSTR/SHP/JUL13 UPSSSTR/JUL13	8/09/13 8/09/13	60608 60609	81.73 81.73	163.46
6475	NATIONAL CRIME PREVENTION	201201211	DSRTSPRTS/SOFTBALLS	8/09/13	60571	2,759.40	2,759.40
6476	RO ANDERSON	A297789	NTLCRIRE/CATLAN/JUL13	8/09/13	60592	418.25	418.25
6477	VERIZON CALIFORNIA	22697	ROAND/TSK7PLANS	8/09/13	60594	2,050.00	2,050.00
6478	VERIZON CALIFORNIA	7601220033 7601810109 7601810151	VRZCA/AUG13 VRZCA/AUG13 VRZCA/AUG13	8/09/13 8/09/13 8/09/13	60610 60612 60611	44.00 44.00 44.00	132.00

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
64658	MICROFLEX	8724240	VRZCA/AUG13	8/09/13	60622	46.18	
		8727201	VRZCA/AUG13	8/09/13	60623	43.55	
		8738458	VRZCA/JULAU13	8/09/13	60624	121.01	342.74
64659	CARMICHAEL BUSINRESS TECH.	IR1378898	MCFLEX/GLOVES/JUL13	8/09/13	60591	466.78	
		IR1378905	MCFLEX/GLOVES/JUL13	8/09/13	60590	233.38	700.16
64660	INGRAHAM TROPHIES & GIFTS	12533	CRT/HPPRINT	8/09/13	60570	80.00	80.00
64661	TJ'S FIRING LINE	59329	IUGHMTP/CITYTILE	8/09/13	60587	31.99	31.99
64662	BSN SPORTS INC.	213	TJFIRLN/PD#7	8/09/13	60599	226.19	226.19
64663	STEVE BUTCHER PHOTOGRAPHY	4872399	BHSPT/PLUG/JUL13	8/09/13	60628	111.47	111.47
		3434	STVDUTCH/PDPHTO/JUL13	8/09/13	60629	225.00	225.00
			CHECKS TOTAL				26,974.13

CHECK NUMBER	FISCAL YEAR	RECORD#	VENDOR NAME	AMOUNT	CHECK DATE	INVOICE#	DESCRIPTION
64562	2014	899	S&P TREE SERVICE	750.00-	8/12/13	1475	S&P TREE/PRESERVAL
CANCELLED CHECKS TOTAL				750.00-			

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT
64664	BISHOP GLASS, INC.	PD89/51450	WHDSHLD	8/15/13	60770	208.36
64665	BISHOP NURSERY					
		117856	ADPT	8/15/13	60636	9.85
		117913	FLWRS	8/15/13	60637	106.48
		117983	HIBISCUS	8/15/13	60638	155.50
		177789	HAPLE/PLTHX	8/15/13	60634	88.54
		177817	FLWS	8/15/13	60635	77.80
64666	HIGH COUNTRY LUMBER					
		CM969568	VLCRO	8/15/13	60674	23.27
		967349	STRPPAINT	8/15/13	60644	8.25
		967560	3V BATTRY	8/15/13	60645	13.59
		967561	SHOPMSC	8/15/13	60646	17.94
		967570	CLRPUMP	8/15/13	60647	92.46
		967592	VLVFLT	8/15/13	60648	14.56
		967602	TRHLINE	8/15/13	60649	13.60
		967618	SHOPMSC	8/15/13	60650	8.72
		967703	POPUP	8/15/13	60651	12.60
		967706	CUTKEY	8/15/13	60652	2.04
		967708	BLT/PUMP	8/15/13	60653	93.26
		967771	ELECTL	8/15/13	60654	44.36
		967826	PRUHR/LENS	8/15/13	60655	32.05
		968033	WAS	8/15/13	60656	9.67
		968052	LINEHD	8/15/13	60657	43.19
		968324	LINEHD	8/15/13	60658	32.39
		968333	WSHR/PINE	8/15/13	60659	19.21
		968480	WOOD/ROD	8/15/13	60660	80.74
		968517	OIL/SWEEP	8/15/13	60661	32.51
		968529	BULB	8/15/13	60662	24.29
		968669	BLT/LITE	8/15/13	60663	65.53
		968689	DECK	8/15/13	60664	4.07
		969043	ELECTRL	8/15/13	60665	38.91
		969111	FLTRS	8/15/13	60666	33.69
		969140	GLVS/PBRSH	8/15/13	60667	177.04
		969237	VLCRO	8/15/13	60668	23.27
		969361	LAQR	8/15/13	60669	8.74
		969430	FLTR	8/15/13	60670	69.83
		969500	CARSUPP	8/15/13	60671	61.84
		969514	EDGBLDE	8/15/13	60672	6.31
		969521	TRMHR	8/15/13	60673	433.37
		969640	CPLG	8/15/13	60675	5.81
		969651	STEH	8/15/13	60676	16.50
		969667	SLGRAY	8/15/13	60677	4.85
		969851	BUGSPRY	8/15/13	60678	24.27
		969935	DECK/WSHR	8/15/13	60679	8.13
		969944	SPAYR	8/15/13	60681	2.42
		969950	SPRYPNT	8/15/13	60682	11.65
		969962	BUGSPRY	8/15/13	60683	4.36
		969971	BUGSPRY	8/15/13	60684	8.73
		970028	VHLYCBL	8/15/13	60685	62.32
		970092	SPRYMRG	8/15/13	60686	14.56
		970099	SPRYPNT	8/15/13	60687	33.92
		970119	TARP	8/15/13	60688	30.68

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970141	THERMRC	8/15/13	60689	48.57
970152	LTXGLVS	8/15/13	60690	90.83
970264	SAW/ELEC	8/15/13	60691	15.49
970303	BUCSPRY	8/15/13	60692	9.70
970312	CLAMP	8/15/13	60693	6.26
970609	WEEDCLTH	8/15/13	60694	35.43
970678	LINETHR	8/15/13	60695	13.60
970857	HKS/RLLR	8/15/13	60696	28.71
971021	SPRKL	8/15/13	60697	11.33
971034	EXTPAINT	8/15/13	60698	151.65
971046	HURTCACID	8/15/13	60699	7.75
971057	HOSE	8/15/13	60700	11.65
971208	BATTRY	8/15/13	60701	25.89
971309	SPRYPT	8/15/13	60702	26.31
100720	ERCCOOLR	8/15/13	60733	2,330.11
JHNSN/JUL13		8/15/13	60745	93.42
SRAHWY/JUL13		8/15/13	60746	29.42
WHTTN/JUL13		8/15/13	60744	37.57
WYE/SRUCE	SCE/JUL13	8/15/13	60743	1,025.40
721923		8/15/13	60633	66.42
STLIGTS	JUL13	8/15/13	60717	1,247.02
646N.MAIN	JUL13	8/15/13	60708	120.39
688N.MAIN	JUL13	8/15/13	60709	734.35
690N.MAIN	JUL13	8/15/13	60710	548.23
690N.MAIN/A	JUL13	8/15/13	60718	70.09
700N.MAIN	JUL13	8/15/13	60711	2,546.51
579962122		8/15/13	60643	47.20
1307003		8/15/13	60632	850.00
A166135	TRLINE	8/15/13	60712	19.43
A166946	TRLINE	8/15/13	60713	19.43
A168789	FLTR/FERTZ	8/15/13	60716	42.02
B60712	FAUCTHDLE	8/15/13	60714	15.55
B60777	OFFSTWHL	8/15/13	60715	18.45
CH55576593	CABNT	8/15/13	60751	191.54
55576593	CABNT	8/15/13	60750	191.54
55578557	EMERWTRSUPP	8/15/13	60758	14,482.58
55584875	CHRLR	8/15/13	60757	99.03
55594941	PVC	8/15/13	60754	58.29
55598206	W/ACC	8/15/13	60759	342.84
55598661	HYD	8/15/13	60752	108.81

2,230.80

2,330.11

1,185.81

66.42

5,266.59

47.20

850.00

114.88

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64675	BISHOP HEATING & AIR COND	SRV/30671		8/15/13	60772	184.00	15,883.20
64676	KHART			8/15/13	60704	4.32	184.00
		025 85657	CUPS	8/15/13	60705	6.64	
		026 62175	LOCK	8/15/13	60706	12.84	
64677	DEPARTMENT OF JUSTICE			8/15/13	60774	895.00	23.60
		983453	FNGPRT	8/15/13	60773	49.00	
		986916	FNGPRT	8/15/13	60773	49.00	
64678	XEROX CORP			8/16/13	60784	467.00	944.00
64679	RITE-WAY POOL & SPA			8/15/13	60737	1,216.04	467.00
		25783	BROHII/ASH	8/15/13	60737	1,216.04	1,216.04
64680	INYO REGISTER			8/15/13	60766	91.62	91.62
		PD/AUG13	AD/CRGRD	8/15/13	60766	91.62	
64681	BISHOP AUTOMOTIVE CENTER			8/15/13	60771	160.07	160.07
		PD#7/86757	TIRES	8/15/13	60771	160.07	
64682	DAVID HAPBUS			8/15/13	60732	200.00	200.00
		AUG13	ROOTS	8/15/13	60732	200.00	
64683	SUDDEHLINK PAYMENT CNTR			8/15/13	60742	72.35	
		PD/AUG13		8/15/13	60742	72.35	
		PK5/AUG13		8/15/13	60742	72.35	
64684	VERIZON WIRELESS			6/30/13	60779	133.00	144.70
		ADM/JUN13		6/30/13	60779	56.98	
64685	HR DONNELLEY			8/15/13	60776	991.25	189.98
		477851623	NOTETDAPPEAR	8/15/13	60776	991.25	
		977162686	PSTCARDS	8/15/13	60739	343.33	
64686	CASCADE FIRE EQUIPMENT CO			8/15/13	60642	742.10	1,334.58
		53443	BOOTS/JUL1	8/15/13	60642	742.10	
64687	JONES & MAYER LAW OFFICE			8/15/13	60703	342.00	742.10
		64773	JEPSON	8/15/13	60703	342.00	
64688	PREFERRED SEPTIC			8/15/13	60763	1,318.26	342.00
		54601		8/15/13	60763	1,318.26	
64689	LOME PINE LOCKSMITH			8/15/13	60707	6.48	1,318.26
		12153		8/15/13	60707	6.48	

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64690	TRIAD/HOLMES ASSOCIATES	4002607 4002608	PSE/04.0542-PW PLT/04.0542-PW	8/15/13 8/15/13	60747 60748	3,960.00 9,228.75	6.48 13,188.75
64691	CAL-FIRE OWENS VALLEY CC	3PJ3H085	CREWUSE	8/16/13	60783	1,014.93	1,014.93
64692	BANK OF AMERICA	GRAH/5848	GRSTRP/JUL13	8/15/13	60639	576.00	576.00
64693	BANK OF AMERICA	RAY/9469	RFTKS/JUL13	8/15/13	60640	321.68	321.68
64694	DEPT OF PESTICIDE REG	PESTLIC		8/15/13	60741	60.00	60.00
64695	SIERRA CONSERVATION PROJE	2013/1492	HECYL	8/15/13	60740	39.00	39.00
64696	FREDA LINDSAY	APR-JUN13 JUL13	VIDEO VIDEO	6/30/13 6/30/13	60780 60780	450.00 150.00	600.00
64697	JAKE KIBBOO	AUG13	BOOT/PANTS	8/16/13	60785	320.00	320.00
64698	MISSION JANITORIAL	368505 369246 369273 369275 36927501 36927502 369284 369806 370187 370648 370833 371226 371621	LINER TMLS/LINR NTRGLVS VNYGLVS VGLVS VGLVS DUSTBGS LINER TMLS/CVRS NTRGLVS TML/SOAP LINER CORELSS	8/15/13 8/15/13 8/15/13 8/15/13 8/15/13 8/15/13 8/15/13 8/15/13 8/15/13 8/15/13 8/15/13 8/15/13 8/15/13	60719 60720 60721 60724 60730 60731 60722 60723 60725 60726 60727 60728 60729	49.39 239.21 16.64 12.51 6.25 6.25 18.84 99.64 147.41 33.26 235.36 42.32 97.20	
64699	VERIZON CALIFORNIA	VRZ/FIRE VZR/PD	AUG13 UHB-7683	8/15/13 8/15/13	60749 60777	45.60 590.23	1,004.28 635.83
64700	APPLIED CONCEPTS INC.	239756 239981 240101	BANDTUNE BANKTUNE	8/15/13 8/15/13 8/15/13	60769 60768 60767	81.00 165.80 103.68	350.48
64701	VERIZON BUSINESS	07924720	PD/JUL13	8/15/13	60778	69.24	69.24
64702	PACIFIC TELEMANAGEMENT	558778	SEPI3	8/15/13	60735	65.00	65.00

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64703	O'REILLY AUTOMOTIVE, INC.	275642 277627	FLUID GLYS/CLNR	8/15/13 8/15/13	60764 60765	2.47 29.66	65.00
64704	ROBIN PICKEN	CHARBCCOM	MILE/AUG13	8/15/13	60736	30.00	30.00
64705	OWENS VALLEY PEST	AUG13 PD/AUG13	PIRE	8/15/13 8/15/13	60734 60775	30.00 30.00	60.00
64706	KEITH GLIDENEILL	CHBRCOM LTCGTG/LP	MILE/JUL13 GAS/JUL13	8/15/13 8/15/13	60641 60641	12.00 68.47	80.47
64707	BISHOP FITNESS CENTER	PD/91REYNOLDS	K. REYNOLDS	8/16/13	60782	44.00	44.00
64708	ESRI, INC.	92889160	ARCOIS	8/16/13	60781	624.00	624.00

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64709	PUBLIC EMP RETIREMENT SYS	SEPT13	MED/SEPT13	8/26/13	60791	33,615.57	33,615.57
64710	SOUTHERN CALIFORNIA EDISO	SMHP#36 SMHP#43LY	SCE/JUL13 SCE/JUL13	8/26/13 8/26/13	60816 60815	5.26 47.89	
		85BRUCE	SCE/JUL13	8/26/13	60814	25.40	
		85NRAIN	SCE/JUL13	8/26/13	60817	135.38	213.93
64711	KMART	7/27/13 7/31/13 8/06/13 8/15/13 8/22/13	KMRT/BNDADIS KMRT/SPLIES KMRT/SPLIES KMRT/SPLIES KMRT/VILGR	8/26/13 8/26/13 8/26/13 8/26/13 8/26/13	60797 60799 60796 60798 60795	8.62 16.82 8.07 18.55 15.69	67.75
64712	BRITT'S DIESEL & AUTOMOTI	37372	BRTTS/ENG#9	8/26/12	60789	44.36	44.36
64713	AMERICAS - BISHOP	PRKPOOL SMLHDDY	AMRG/AUG13 AMRG/AUG13	8/26/13 8/26/13	60812 60811	47.52 3.76	480.08
64714	RITE-WAY POOL & SPA	25812 25819	RTWY/BROMINE RTWY/BROMINE	8/26/13 8/26/13	60805 60804	394.60 152.29	551.89
64715	SIERRA SECURITY SYSTEMS	470261	SPASRC/JUL13	8/26/13	60813	44.50	44.50
64716	BISHOP AUTOMOTIVE CENTER	86295 86732	BISAUTO/PARKS BISAUTO/SMCHVY	8/26/13 8/26/13	60788 60787	2,946.02 441.61	3,387.63
64717	HOME LUMBER COMPANY	50351	HMLBR/QUADTP	8/26/13	60794	44.65	44.65
64718	VERIZON	INTRHT 1812455	VRZH/AUG13 VRZH/AUG13	8/26/13 8/26/13	60808 60809	89.99 44.00	133.99
64719	VERIZON WIRELESS	PIRE PARKS	VRZMRLS/JUL13 VRZMRLS/JUL13	8/26/13 8/26/13	60807 60810	266.94 190.23	457.17
64720	CREATIVE IMAGE EMBROIDERY	14406	URTVMG/FLBLHATS	8/26/13	60792	839.97	839.97
64721	MYERS STEVENS & TOOHEY	1073859	MYRSINS/BVFD	8/26/13	60801	306.00	306.00
64722	KEITH CALDWELL	8/8/13	KETH/SIERRBUSCNCLMTG	8/26/13	60790	22.60	22.60
64723	DESERT MOUNTAIN SPORTS,	2012-01211	DSRFSPTS/SFTBLLS	8/26/13	60793	2,759.40	2,759.40

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64724	BANK OF AMERICA	KEITH	BOFA/JULY13	8/26/13	60786	793.66	2,759.40
64725	SMART & FINAL	8/12/13	SMARTNL/CLMP	8/26/13	60806	46.49	793.66
64726	MOUNTAIN APPAREL	807136	MTHAPPL/SHRPTS	8/26/13	60800	434.72	46.49
64727	RECREATION SUPPLY COMPANY	262706	RCSPLY/MATS	8/26/13	60803	452.00	434.72
64728	PATRICIA GARDNER	8/8/13	PAT/HONCRKRCHDIRR	8/26/13	60802	30.00	452.00
64729	THE LIFEGUARD STORE, INC	132714	LFGRDSTR/SUIT	8/26/13	60820	54.00	30.00
64730	THE REGENTS OF THE UNIV	10173754	CEB/HUNILAWHDBK2013	8/26/13	60819	346.45	54.00
64731	TEAM SPORTS INK	28822	TMSPTINK/FLBLUHFRR	8/26/13	60818	468.74	346.45
			CHECKS TOTAL			46,096.35	468.74

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
64732	BISHOP CHAMBER OF COMMERCE	COFC/SEP13	COFC/SEP13	8/27/13	60835	11,916.66	11,916.66
64733	BANK OF AMERICA	BOFAJUL13	BOFAJUL13	8/27/13	60821	56.54	56.54
64734	CALPERS	JUL13	PERS/EPMC/JUL13	8/27/13	60833	6,630.54	6,630.54
64735	LEAGUE OF CA CITIES	AUG13	LEAG/SACRM	8/27/13	60834	80.00	80.00
64736	LAURA SMITH	LAURA/APPVLY	LAURA/APPVLY	8/27/13	60822	294.73	294.73
64737	DAVID STOTTLEBYRE	DAVID/MMTH	DAVID/MMTH	8/27/13	60823	25.00	25.00
64738	JIM ELLIS	JIM/HDDCRRCH	JIM/HDDCRRCH	8/27/13	60825	30.00	30.00
64739	KEITH GLIDEMELL	KEITH/MMTH	KEITH/MMTH	8/27/13	60824	50.85	50.85
CHECKS TOTAL						19,084.36	

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
64740	AMERICAN WATER WORKS ASSU	7000642599	AMWTRKWS/HDRSHP	8/29/13	60838	413.00	413.00
64741	HARTSHORN'S HARDWARE	23587	HTSHRN/KNOB	8/29/13	60866	30.00	30.00
64742	SOUTHERN CALIFORNIA EDISU	3300WLINE 3800WLINE BSHAIN/MCIVR 85YANEY/AUG13 993MMAIN	SCE/AUG13 SCE/AUG13 SCE/AUG13 SCE/AUG13 SCE/AUG13	8/29/13 8/29/13 8/29/13 8/29/13 8/29/13	60863 60882 60885 60880 60881	28.40 2,578.54 25.92 46.08 3,373.12	6,052.06
64743	BISHOP WELBING SUPPLY	- 722217	BSWLB/SWR	8/29/13	60841	11.24	11.24
64744	DEPARTMENT OF WATER & POW	125GROVE 175WRRH 205HOME 207WLINE 209WLINE 237WRRN 293MMAIN 377WLINE 701WLINE	DWP/AUG13 DWP175WRRN/JUN+Aug13 DWP/JUN+Aug13 DWP/AUG13 DWP/HAY+Aug13 DWP/JUN+Aug13 DWP/AUG13 DWP/JUN+Aug13 DWP/JUN+Aug13	8/29/13 8/29/13 8/29/13 8/29/13 8/29/13 8/29/13 8/29/13 8/29/13 8/29/13	60852 60848 60849 60855 60856 60851 60853 60850 60906	107.57 1,302.81 71.54 75.30 3,575.33 647.96 47.09 7,323.97 132.22	13,283.79
64745	ADVANCED DATA SYSTEMS, INC	11446	ADS/HMTAGREE	8/29/13	60837	3,501.51	3,501.51
64746	AMERIGAS - BISHOP	3020188548	AMRGAS/AUG13	8/29/13	60839	393.64	393.64
64747	FEDERAL EXPRESS CORPORATI	237181730	FEDX/NYERD	8/29/13	60858	98.57	98.57
64748	VISION SERVICE PLAN	120094780001	GILLESPIE/SEP13	8/29/13	60901	29.81	29.81
64749	QUILL CORP	362952904	QUILL/AUG13	8/29/13	60873	64.78	64.78
64750	DEPT OF HOUSING/COMM DEV	1HV13101PO	HKCP/2011/12	8/29/13	60847	11,222.00	11,222.00
64751	INYO REGISTER	CONUSEPRMT/HARRIS	CONUSEPRMT/HARRIS/AUG1	8/29/13	60867	48.95	48.95
64752	RERO DRAIN OIL SERVICE	09632692JK	RDO/AUG13	8/29/13	60875	40.00	40.00
64753	SUDENLINK PAYMENT CNTR	705801401 705927701 705930001	SDLINK/SEP13 SDLINK/SEP13 SDLINK/SEP13	8/29/13 8/29/13 8/29/13	60886 60887 60888	139.95 69.95 69.95	279.85

CITY OF BISHOP
CHECK REGISTER 8/29/13

Report No: PBI302
Run Date : 08/29/13

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
64754	VERIZON	192-5555	VRZ/AUG13	8/29/13	60895	7.04	
		872-3485	VRZ/AUG13	8/29/13	60896	54.63	
		873-3745	VRZ/AUG13	8/29/13	60893	117.24	
		873-5485	VRZ/AUG13	8/29/13	60897	47.18	
		873-5863	VRZ/AUG13	8/29/13	60898	261.89	
		873-5866	VRZ/AUG13	8/29/13	60894	417.90	905.88
64755	VERIZON WIRELESS	9709838465	VRZ/WIRELESS/AUG13	8/29/13	60899	571.85	
		987-2298	VRZ/WIRELESS/AUG13	8/29/13	60900	167.99	299.84
64756	GRANITE CONSTRUCTION CO	231745	GRIT/WTR/AGGR	8/29/13	60854	114.17	114.17
64757	CASCADE FIRE EQUIPMENT CO	53851	CPE/SPCYIT	8/29/13	60846	112.16	112.16
64758	BANK OF AMERICA	BU/4689	BOFA/AUG13	8/29/13	60905	2,236.80	2,236.80
64759	MATT CLAIR	WTR/REBATE	CLAIR/WATERREBATE	8/29/13	60843	250.00	250.00
64760	SCOTT WHALEY	1483/SARTREE	SARTREES/TREES/AUG13	8/29/13	60904	3,600.00	3,600.00
64761	KEITH CALDWELL	LCC/CAULWELL	CAULDWELL/LCC/SEP13	8/29/13	60845	225.00	225.00
64762	CHANCE JOHNSON	JHNSN/BOOT/AUG13	JHNSN/BOOT/AUG13	8/29/13	60868	200.00	200.00
64763	MIKE HAIRS	CMOA/HAIRS/SEP HAIRS/SEP13	CMOA/HAIRS/SEP HAIRS/WALL/SEP13	8/29/13 8/29/13	60872 60871	35.00 135.00	170.00
64764	TYCO INTEGRATED SECURITY	03705838	TYCO/SEP13	8/29/13	60890	258.49	258.49
64765	BRENT GILLESPIE	CMOA/GILSP/SEP GILLESPIE/WALL	CMOA/GILLESPIE/SEP GILLESPIE/WALL/SEP	8/29/13 8/29/13	60863 60861	75.00 135.00	170.00
64766	LAURA SMITH	LCC/SMITH	SMITH/LCC/SEP	8/29/13	60878	482.84	482.84
64767	DAVID STOTTLEHYRE	LCC/STOTTLEHYRE	STOTTLEHYRE/LCC/SEP	8/29/13	60879	527.84	527.84
64768	HAMMOTH LAKES HOUSING,	316/CDBG	CDBG/BN/AUG13	8/29/13	60870	10,000.00	10,000.00
64769	AMERICAN BACKFLOW SPECIAL	27035	AMCKFL/CALBR	8/29/13	60836	948.38	948.38

CITY OF BISHOP
CHECK REGISTER 8/29/13

Report No: PB1302
Run Date : 08/29/13
CHECK NUMBER

CHECK NUMBER	VENDOR	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CHECK TOTAL
64770	RESOURCE CONCEPTS, INC.	13-00993	RSCCNCP/AUG13	8/29/13	60874	535.76	835.76
64771	JIM ELLIS	LCC/ELLIS	ELLIS/LCC/SEP	8/29/13	60857	482.84	482.84
64772	BLIZZARD PROPERTY MNGMNT	4552 4557	BLZ/TESTEXT BLZ/SRVAUG13	8/29/13 8/29/13	60843 60842	165.00 501.50	666.50
64773	RECREATION SUPPLY COMPANY	263202	RECSUP/POOL/AUG13	8/29/13	60876	1,767.10	1,767.10
64774	JAMEY WILCHER	LCCERT	LCCERT/WILCHER/REIMB	8/29/13	60902	219.00	219.00
64775	BSK ASSOCIATES	A320444	BSK/CRWA	8/29/13	60840	610.00	610.00
64776	PATRICIA GARDNER	LCC/GARDNER	GARDNER/LCC/SEP	8/29/13	60864	527.84	527.84
64777	KEITH GLIDEWELL	LCC/GLIDEWELL	GLIDEWELL/LCC/SEP	8/29/13	60865	225.00	225.00
64778	RON GLADDING	CNOA/GLDGG/SEP GLADDING/WALL	CNOA/GLADDING/SEP GLADDING/WALL/SEP	8/29/13 8/29/13	60862 60860	35.00 135.00	170.00
64779	TJ'S FIRING LINE	251/05FORDEXP 275/05FORDEXP	TJ'S/IFMP016505LAB4155 TJ'S/IFHP016505LAB4155	8/29/13 8/29/13	60892 60891	304.18 60.00	364.18
64780	SUSTAINABLE RESOURCE ENG	71	SRE/ENGSRV/AUG13	8/29/13	60877	5,767.31	5,767.31
64781	PAT MATHIEU	MATHIEU	MATHIEU/SPLREBATE/AUG	8/29/13	60869	350.00	350.00
64782	SUSAN BOOTHE	LCCERT	LCCERT/QUESENBERRY/PEI	8/29/13	60903	200.00	200.00
CHECKS TOTAL						68,590.13	

City of Bishop
PLANNING COMMISSION MINUTES
City Council Chambers – 301 West Line Street
Bishop, California 93514

June 25, 2013

CALL TO ORDER:

Chairman Malloy called the meeting to order at 7:02 P.M.

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Chairman Malloy.

COMMISSIONERS PRESENT:

Huntley, Lowthorp, Heckman and Malloy

COMMISSIONERS ABSENT:

Hardy, Garcia, and Bhakta

OTHERS PRESENT:

Gary Schley, Public Services Officer
Keith Caldwell, City Administrator / Planning Director
Michele Thomas, Secretary

PUBLIC COMMENT

Chairman Malloy asked if anyone wished to speak on a subject not calendared on the agenda. There was no public comment.

CORRESPONDENCE

None

(1) APPROVAL OF MINUTES

MOTION

Commissioner Huntley moved to approve the minutes of the May 29, 2013 meeting as written.

Ayes: Huntley, Lowthorp, Heckman, and Malloy

MOTION CARRIED: 4-0

PUBLIC HEARING

- (2) Request for a Conditional Use Permit to increase the allowable 80 sq. ft. of signage to 127 sq. ft. of signage at 926 North Main Street, which is in a C-1 zone (General Commercial and Retail).

The Public Hearing opened at 7:04 p.m.

Schley stated that LTD Management, owners of Taco Bell in Bishop, are proposing to set aside Bishop Municipal Code Section 17.76.100 to add additional signage to their existing 89 sq. ft. of signage for a total of 127 sq. ft.

Rick Jarvis, Jarvis Construction, explained that most of the signage will be on the front of the building. The swinging bell logo will be replaced with a larger bell and the signage currently below the bell will be next to it and this is part of the increase of signage. There is also a new canopy being added to the drive-thru area with a small amount of signage.

Schley added that the pole sign along Main Street will not be increasing in size.

The Public Hearing closed at 7:07 p.m.

NEW BUSINESS

- (3) Request for a Conditional Use Permit to increase the allowable 80 sq. ft. of signage to 127 sq. ft. of signage at 926 North Main Street, which is in a C-1 zone (General Commercial and Retail).

Heckman asked Schley if the total accumulation of signage stated in the municipal code 17.17.100 includes all signage on the building. Schley answered yes and added that it also includes all signage within city limits, such as billboards. Malloy asked if the directional drive-thru signs are included and Schley said no. Heckman then asked if window decals are included and Schley also stated no.

Lowthorp said that he feels this is the lowest signage increase amount for a local fast food facility in Bishop that the commission has seen in recent years. Lowthorp made a motion to approve the request for a Conditional Use Permit to increase the allowable 80 sq. ft. of signage, currently at 89 sq. ft., to 127 sq. ft of signage at 926 North Main Street.

MOTION CARRIED: 4-0

STAFF AND COMMISSION REPORTS:

Schley said that the city has received a preliminary application for a side yard setback for 606 East Line Street. The existing house will be demolished and rebuilt into a two-story house. The owners are asking to keep the carport currently on the existing property line. They also want to set aside the requirement for curb, gutter, and sidewalk. Schley anticipates the project to be on the August agenda.

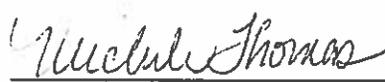
Schley shared that he is working with the architect for Cottonwood Plaza on a different concept of parking, trying to create a parking scheme that would accommodate any type of business that goes into the buildings without having to apply for additional CUPs for each type of occupancy.

ADJOURNMENT:

Chairman Malloy adjourned the meeting at 7:17 P.M. The next scheduled meeting will be July 30, 2013 at 7:00 P.M. in the City Council Chambers.



Chairman Malloy



Michele Thomas, Secretary



CITY OF BISHOP

5d

WATER AND SEWER COMMISSION AGENDA

City Council Chambers – 301 West Line Street
Bishop, California 93514

Date: 10 September 2013
7:00 P.M.

Notice to the Public:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk (760) 873-5863. Notification 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).

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.

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Public Comment:

This time is set aside to receive public comment on matters not calendared on the agenda.

5. Approval of Minutes:

Minutes of the Water and Sewer Commission meetings held on 9 July 2013 subject for approval.

6. Discharge of Grease - Charges and Fees

7. Rate Study

8. Meter Readings

9. Cash balance and revenue and expenditures update

10. Public Works reports July and August

11. Staff and Commission Reports

12. Adjournment:

The next regularly scheduled meeting will be 13 November 2013 at 7:00 P.M. in the City Council Chambers, 301 West Line Street, Bishop.



CITY OF BISHOP

377 West Line Street - Bishop, California 93514
Post Office Box 1236 - Bishop, California 93515
760-873-8458 publicworks@ca-bishop.us
www.ca-bishop.us

Public Works Report

July 2013

Water

1. Removed defective 4 inch main line valve on Clarke Street just east of South Third Street.
2. Repaired pinhole leak on 5/8" copper water service at 375 Short Street.
3. Removed main line valve boxes along Clarke Street that became abandoned due to the Clarke Street Water Main Replacement Project.
4. Completed annual testing of all backflow valves in the city.
5. Started annual main line valve exercising.
6. Awarded the Positive Pressure Water System Improvement Project to RDC Incorporated at \$381,600.
7. Performed grounds maintenance at Wells 2 and 4 as well as the tank site.
8. Took monthly readings of all water meters.
9. Took routine bacteria samples.
10. Participated in Inyo Mono Regional Water Management Group teleconference.
11. Continued work on Water and Sewer Rate Review. Presented initial recommendations to Water and Sewer Commission.

Sewer

1. As part of our efforts to keep grease out of city sewer mains, city staff videoed known problem areas again (Jack's Waffle Shop, Las Palmas, Kentucky Fried Chicken and Whiskey Creek). At this time none of the restaurants have made any effort to remedy the problem. City has made contact with these owners.
2. Performed semi-annual maintenance to the aerators.
3. Began Automated Sludge Transfer project. Work included: removal of abandoned conduits, removal of handrails and placement of new conduit.
4. Continued hauling excess dirt from water main job into Pond 6 to level bottom of the pond and enhance the discharge capabilities of the pond.

5. Continued design efforts with RO Anderson for the trunk line replacement from the Bishop Creek Canal to the Waste Water Treatment Plant.
6. Continued sampling of ponds and monitoring wells for dissolved oxygen, PH, ammonia and nitrates. This effort is to correspond with work the Eastern Sierra Community Service District is presently doing.
7. Met with Eastern Sierra Community Services District on cooperation opportunities including a feasibility study to be done by RO Anderson.
8. Videoed more of the sewer main system.
9. Cleaned sludge drying beds in preparation for digester cleaning.
10. Made routine inspections of grease interceptors.
11. Performed routine main line cleaning in trouble areas.

Streets

1. Continued the process of replacing all STOP signs within the city. The new signs meet Retroreflectivity standards.
2. Installed "2 Hour Parking" sign on North Fowler adjacent to the City Auditorium.
3. Completed street marking painting operations.
4. Removed Puncture Vines (*tribulus terrestris*) from shoulders of city streets.
5. Repaired and or replaced various street signs in the city.
6. Swept city streets and alleys
7. Patched potholes in City streets that posed potential safety issues.
8. Participated in Inyo Local Transportation Commission meeting.
9. Attended a Traffic Control Class provided by Caltrans. This class was offered to all parties that organize parades in Inyo and Mono counties.
10. Worked with Inyo County and advocates of Adventure Trails project.
11. Attended Bishop Tree Committee meeting.
12. Provided "NO Parking" signs on various streets on July Fourth at the Fire Departments request.
13. Participated in Rural Counties Task Force concerning transportation funding.
14. Investigated short term financing for the Warren Street Improvements project.

Miscellaneous

1. Continued with reorganization of the big shop to accommodate a more extensive inventory of water main replacement parts.
2. Performed maintenance and serviced Public Works vehicles.
3. Provided weekly tail gate safety for the Public Works crew.
4. Hauled trash and debris from Fowler Pit to the Sunland Landfill.
5. Participated in Eastern Sierra Energy Foundation teleconference.



CITY OF BISHOP

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Public Works Report

August 2013

Water

1. Resource Development Company (RDC) began work on the Positive Pressure Improvement Project.
2. Replaced failed ¾" curb stop valve at 506 West Elm Street.
3. Relocated drain line at Well 4 to accommodate new water tank. .
4. Exercised main line valves.
5. Performed grounds maintenance at Wells 2 and 4 as well as the tank site.
6. Took monthly readings of all water meters.
7. Took routine bacteria samples.
8. Participated in an assessment interview by the Rural Water Association of the city water system.

Sewer

1. Continued to work on known grease issues in sewer mains. Las Palmas has purchased a new interceptor and will have it installed soon. Jack's Waffle Shop is adding a second interceptor. Schat's Bakery will install a new interceptor in October.
2. Met with Jack's Waffle Shop owner concerning potential solutions to grease.
3. North American Digester Cleaners cleaned both digesters. After cleaning city staff went in the tanks and performed an inspection. Both tanks are in relatively good shape and there was nothing found of great concern.
4. Made minor concrete repairs to the top of the primary digester.
5. Completed installation of conduit and grating to accommodate the new automated sludge valve actuators.
6. Continued hauling excess dirt from water main job into Pond 6 to level bottom of the pond and enhance the discharge capabilities of the pond.
7. Continued design efforts with RO Anderson for the trunk line replacement from the Bishop Creek Canal to the Waste Water Treatment Plant.

8. Continued sampling of ponds and monitoring wells for dissolved oxygen, PH, ammonia and nitrates. This effort is to correspond with work the Eastern Sierra Community Service District is doing.
9. Made routine inspections of grease interceptors.
10. Performed routine main line cleaning in trouble areas.
11. Met with Eastern Community Services District concerning opportunities for cooperation between the two agencies.

Streets

1. Continued the process of replacing all STOP signs within the city. The new signs will meet all Retroreflectivity standards.
2. Cleaned "School Crossing" street markings in preparation of the first day of school.
3. Removed weeds, limbs and debris from city alleys.
4. Swept city streets and alleys
5. Patched potholes in City streets that posed potential safety issues.
6. Participated in Inyo Local Transportation Commission meeting.
7. Participated in Bishop Tree Committee meeting.
8. Held a pre-bid conference for the Wye Road Intersection Improvements project.
9. Opened bids for the Wye Road Intersection Improvements project. Marzano and Sons is the low bidder.
10. Met with consultants to discuss level of materials testing for Wye Road project.
11. Met with proponents of the Eastern Sierra Adventure Trails concerning the status of the effort and public outreach.
12. Participated in a tour of the Bishop Paiute Reservation's Conservation and Open Space Area (COSA) with tribal officials.
13. Participated in Americans with Disabilities Act webinar.
14. Secured \$30,000 "TEA Exchange" funding for the design of the Seibu to School Path.

Miscellaneous

1. Assisted the Bishop Fire Department with the Destruction Derby by providing a loader and an operator.
2. Performed maintenance and serviced Public Works vehicles.

3. Provided weekly tail gate safety for the Public Works crew.
4. Hauled trash and debris from Fowler Pit to the Sunland Landfill.
5. Met with IMACA concerning Silver Peaks Apartments project.
6. Met with Inyo County Planning staff regarding update of county zoning and General Plan.
7. Participated in Eastern Sierra Energy Foundation teleconference.
8. Attempted to resolve remaining issues on third Community Development Block Grant for development of the city Geographic Information System.



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Department of Public Works Building Permits Issued 8/2013

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
Commercial					
8/26/2013	Beryl Rea 130 Whitney Alley John Musch Plumbing Inc.	Sewer lateral	\$500.00		
8/6/2013	Dwayne Wilson 686 West Line Street JCS Plumbing	Repair water service	\$1,000.00		
8/6/2013	Bishop Senior Center, Inyo Cou 862 Spruce Street Rudolph Construction, Inc.	tenant improvements	\$11,898.00	\$2.50	\$1.00
8/14/2013	Wilma Hasle 306 West Line Street Doug Clair	ADA ramp	\$7,000.00	\$1.47	\$1.00
		Commercial Totals	\$20,398.00	\$3.97	\$2.00
Residential					
8/29/2013	LeAndra Wright 575C Hobson Street CLEAN SWEEP	heating appliance	\$3,564.53		
8/27/2013	Dorothy Dessauer 212A East Pine Street R.D. Allen's Roofing	Re roof	\$4,080.00	\$0.50	\$1.00
8/20/2013	Nick Sprague 173 Hanby St Roberts Roofing	re roof	\$4,500.00	\$0.50	\$1.00
8/16/2013	Wen Shya Chien Yu 236 First Street	tenant improvements	\$5,080.00	\$0.51	\$1.00
8/12/2013	Wen-Shya-Chen-Yu 236 South First Street John Musch Plumbing Inc.	replace sewer main	\$2,990.00		

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
8/6/2013	Patricia Mathieu 359 East South Street	sprinkler system	\$1,800.00		
8/1/2013	Hurd Trust C/O Ron McGhie 406 E Line St Allen's Constructionb		\$6,000.00	\$0.60	\$1.00
		Residential Totals	\$28,014.53	\$2.11	\$4.00

**BISHOP FIRE DEPARTMENT
ACTIVITY LOG**

5h

August, 2013

DATE	RunID #	ACTIVITY	City	District	Contract	Other
4-Aug	13-0408144	Vehicle T.C., Cancelled En route, Hwy 395 Sherwin Grade				11
6-Aug		Training/Drill, Water Shuttle Operation	10	10		
6-Aug	13-0608145	Grass Fire, Rear of City Park 688 No. Main St.	11			
7-Aug		Departmental Meeting	10	11		
9-Aug	13-0908146	Hot Brakes, Hwy 395, Bottom of Sherwin Grade				11
14-Aug		Work Night	9	8		
15-Aug	13-1508147	Two Vehicle T.C., Highway 395 at Warm Springs Road		16		
18-Aug	13-1808148	Brush Fire, Warm Springs Road				24
18-Aug	13-1808149	Vehicle T.C., East Line at the River				4
18-Aug	13-1808150	HazMat Investigation, No HazMat, 104 Sunland Res Road				4
19-Aug	13-1908151	Residential Structure Fire, 148 Cherry Tree Lane		18		
19-Aug	13-1908152	Good Intent, Hot Brakes Sherwin Grade				10
19-Aug	13-1908153	Brush Fire, Warm Springs Road Re-Kindle				19
20-Aug		Training/Drill, Roof Ventilation, Chalk Chain Saw	11	12		
21-Aug		Departmental Meeting	12	11		
22-Aug		Family Day Inspection		*		
23-Aug		Plan Check Fire Sprinkler (Residential)		*		
23-Aug	13-2308154	HazMat, Propane Leak, @ 587 N Third St. Unit 1	10			
24-Aug	13-2408155	Good Intent, Cancelled En route, Highway 395 @ Mill Cr.				11
26-Aug	13-2608156	Brush Fire, Pleasant Valley, Just North West of Brockmen				16
27-Feb	13-2708157	Two Vehicle T.C., West Line Street @ North Pa Ha Lane		15		
27-Aug		Officers Meeting	*	*		
28-Aug		Work Night	10	10		
30-Aug	13-3008158	Fire Alarm Act, False, 1190 No. Main Street St., Von's	16			

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Total Responding Personnel

City	99
District	111
Contract	0
Other	110

Totals Calls

3
3
0
9
<hr/> 15

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR KSC

SUBJECT: Letter to Symons Emergency Specialties, Inc. –
60 Days Notice for Terminating Dispatch Services

DATE: September 9, 2013

Attachments:

- Police Chief Carter's Memo
- Draft Letter to Symons Emergency Specialties, Inc.

BACKGROUND/SUMMARY

Chief Carter provides a background to the current state of dispatch for Symons Emergency Specialties, Inc.

The City entered into a contract with Symons Emergency Specialties, Inc. on July 1, 2012 to provide dispatch services. To date, Symons Emergency Specialties, Inc. is delinquent in their payments to the City of approximately \$10,000. The contract to provide dispatch services to Symons Emergency Specialties, Inc. expired June 30, 2013, but the Police Department has continued to dispatch in "good faith."

Several attempts have been made to contact Symons Emergency Specialties, Inc. without response. At this point, the Police Department is requesting Council to consider terminating dispatch service for Symons Emergency Specialties, Inc. and to send a letter of 60 days notice of termination to Symons Emergency Specialties, Inc. as specified in the contract.

RECOMMENDATION

Council consideration to send a letter of 60 days notification to terminate dispatch services for Symons Ambulance.



BISHOP POLICE DEPARTMENT

207 W. Line St.
Bishop, CA 93514
760-873-5866

Chris Carter, Chief of Police

To: Bishop City Council via Mr. Keith Caldwell **KSC**
From: Chief C. Carter
Date: September 9, 2013
Subject: Request to Terminate Services with Symons Ambulance

As Council is aware, the City of Bishop entered into a contract with Symons Ambulance in July of 2012. This contract provided that the Police Department would provide dispatching services to Symons Ambulance for a per-call fee. This contract expired in July of 2013, however the Police Department has continued to provide this service in good faith and in hopes of renewing the contract.

At the time the contract expired, Symons Ambulance was in arrears in excess of \$5000.00 and had been notified of their delinquency. I have sent several letters and made calls in an attempt to resolve this issue however Symons has been unresponsive. At this time, Symons account has an unpaid balance of approximately \$10,000.00

Therefore, I am asking the Council to approve my giving Symons the required 60 day notice that we will be terminating service and will no longer provide dispatching service. Please see the attached letter to Symons. I am available at your convenience if you have questions or wish to discuss further.



BISHOP POLICE DEPARTMENT

207 W. Line St.
Bishop, CA 93514
760-873-5866

Chris Carter, Chief of Police

Mr. Judd Symons
Symons Emergency Specialties
212 W. Line St.
Bishop, CA 93514

September 10, 2013

Dear Mr. Symons,

As of this date, your account with the City of Bishop is in arrears in an amount exceeding \$8000.00. Despite repeated correspondence and requests for payment, you have failed to contact us or take any action. As you are aware, Symons Ambulance entered into a contract with the City of Bishop in July of 2012 whereby the City of Bishop/Bishop Police Department agreed to provide emergency dispatching services of Symons Ambulances in return for a per-call fee. While this contract expired in July of 2013, the City has continued to provide this service in good faith in accordance with the terms of the contract.

Based on your lack of response and failure to bring your account current, this letter shall serve as 60 day notice that the City of Bishop/Bishop Police Department will cease to provide dispatching service to Symons Ambulance, effective November 11, 2013.

In the interest of Public Safety, we ask that you please provide us with an alternate telephone number(s) so that 9-1-1 calls and request for ambulance services can be forwarded to you for response.

Signed:

Chris Carter-Chief of Police

Laura Smith- Mayor

Cc: Mr. Keith Caldwell, City Administrator
Mr. Peter Tracy, City Attorney
Symons Emergency Specialties-San Bernardino Office

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR KJC

SUBJECT: Warren Street Construction Project - Work Order 2

DATE: September 9, 2013

Attachments:

- Staff Memo
- Work Order 2 – Warren Street Consultant Contract with Triad Holmes Associates

BACKGROUND/SUMMARY

Public Works Director Grah provides a background of the proposed Warren Street Improvement Project.

After further review it appears there will only be enough funding to build the central portion of the project, from Lagoon to Pine Street including intersections.

In summary;

- Work Order 1 – Provided the environmental work completed last year.
- Work Order 2 – Will provide design of the project.

In June, the California Transportation Commission (CTC) allocated \$144,000 for the design of the Warren Street Project. Under Work Order 2, Triad Holmes has been drafted to design the project at a not-to-exceed cost of \$95,000.

RECOMMENDATION

Council consideration to approve:

1. The execution of Work Order 2 under the contract with Triad Holmes Associates for the Warren Street Improvement Project.
2. Authorize the expenditure not-to-exceed \$95,000 under this work order and \$190,000 under the contract.



To: Keith Caldwell, City Administrator ^{KCC}
From: David Grah, Director of Public Works 
Subject: Approve Work Order 2 for Warren Street Consultant Contract
Date: 4 September 2013
Previous: 28 October 2011, 29 February 2012, 6 February 2013
Funding: State Transportation Improvement Program

General:

Public Works proposes to execute the second Work Order under the consultant contract with Triad Holmes Associates for the Warren Street Improvements project.

Background:

The Warren Street Improvements project will reconstruct and improve the full length of Warren Street, and the block on six of the eight intersection streets between Main and Warren, if funding allows. The project will address deteriorated pavement, poor drainage, no or deteriorated curb and gutter, lack of sidewalk, curb returns not accessible to disabled, and lack of coherent and aesthetic theme. The project will replace pavement, replace and construct curb and gutter, reconstruct and extend storm drain, construct continuous Americans with Disabilities Act (ADA) compliant sidewalk, provide street trees and irrigation, provide architectural street lighting, among other things. Water and sewer improvements are planned in conjunction with the street improvement work.

At this time it appears there will only be enough initial funding to build the central portion of the project, probably from Lagoon to Pine including the intersecting streets. This initial funding is programmed in the 2013/2014 fiscal year and construction is expected in the fall of 2014. Funding for construction of the remainder of the project is expected to become available once the state's Olancho Four Lane project is complete in a few years. The environmental work covered the entire project and design is expected to do the same.

Last year, environmental work on the project was completed and, in June, the California Transportation Commission (CTC) allocated \$144,000 for the design phase of the project. The attached Work Order 2 under our contract with Triad Holmes has been drafted for the design of the project at a cost not to exceed \$95,000. The cost of Work Order 1 was also not to exceed \$95,000.

With the support of the Inyo Local Transportation Commission, the CTC has slated or "programmed" the following funding in the State Transportation Improvement Program (STIP) for the Warren Street Improvements project:

Phase	Fiscal Year	Amount
Environmental	2011/2012	\$144,000
Design	2012/2013	\$144,000
Construction	2013/2014	\$2,142,000
Total		\$2,430,000

There is \$2,142,700 in the city's 2013/2014 budget for the Warren Street project.

Some water and sewer improvements are anticipated in conjunction with the street work. These improvements will be funded from city water and sewer funds.

Recommendation:

1. Approve the execution of Work Order 2 under the contract with Triad Holmes Associates for the Warren Street Improvements project..
2. Authorize the expenditure not to exceed \$95,000 under this Work Order and \$190,000 for the contract.

Work Order 2

Warren Street Improvements Project

General

This work order is under the agreement approved 12 March 2012 between the City of Bishop and Triad/Holmes Associates for the city's Warren Street Improvements project.

Scope

The scope of this work order is for the design portion of the project and includes incorporation of the Focus Group input; street and storm drain engineering design, and preparation of final construction documents. The principal work tasks include the following:

1. Design street pavement and concrete improvements and underground storm drain facilities in order to improve drainage and meet ADA requirements for accessibility.
2. Finalize layout and location of proposed street amenities including bulb-outs, patterned crosswalks, pocket parks, landscaping, street lights, and decorated and colored concrete. Incorporate artistic elements provided by the Warren Street Focus Group and renderings prepared by Charles Milligan into the design plans.
3. Contract, supervise and coordinate with the electrical sub-consultant, Jensen Engineering, regarding final design of street lighting improvement plans.
4. Present findings of final engineering to individual property owners and City staff and resolve potential conflicts with elevations, parking, construction access and any other issues which may arise during design.
5. Prepare project specifications, bid documents and engineering cost estimate in conjunction with City of Bishop staff.
6. Prepare required Caltrans documents and invoices for reimbursement of State funds. Prepare Request for Authorization for Construction funding.
7. Perform other engineering, and project management tasks as directed by City.

Cost

The cost of the work under this work order shall be determined on a time and materials basis not to exceed \$95,000.

Schedule

The work under this work order shall be completed no later than 30 June 2014.

Agreed:

City of Bishop
By:

Triad/Holmes Associates
By:

Keith Caldwell
City Administrator

Date

Matt Schober

Date

DRAFT

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KJC*

SUBJECT: Bid Procedure – City Hall Auditorium and Police Department Roof Replacement (low slope roofs and front door “eyebrow”)

DATE: September 9, 2013

Attachments:

- Staff Memo
- Roof Specifications

BACKGROUND/SUMMARY

Public Services Officer Schley provides a background on the areas and specifications to the type of product the current roof needs as a replacement project.

These areas of the roof have far exceeded their lifespan and have the potential to lead to greater problems if not mitigated or corrected.

Anticipated costs are between \$8,000 and \$10,000 and the funds are allocated through Buildings and Grounds and Park Administration/Community Services budgets.

RECOMMENDATION

Council consideration to approve the advertisement to receive bids for the City Hall Auditorium low slope roofs and the Police Department front door eyebrow roof project.

MEMORANDUM

Date: September 4, 2013

To: Keith Caldwell, City Administrator 

From: Gary Schley, Public Services Officer 

Subject: The Community Services Department is ready to advertise a request for bids for the City Hall Auditorium low slope roofs and Police Department front door eyebrow re-roof project.

Background: Specifications for a thermoplastic single ply roof are complete and ready for advertisement. The proposed thermoplastic single ply roof specifications are similar to the City Hall Complex re-roof project completed in 2007. The Police Department front door eyebrow roof has deteriorated to the point of showing beginning stages of stucco damage under the eyebrow. The auditorium roof has served well over its useful life and in need of replacement.

The project will be funded from 2013/2014 fiscal year Line Items 001-016-56027 Building and Grounds and 001-031-56027 Park Administration/Community Services.

Recommendation: The City Council approves the advertisement for request of bids for the City Hall Auditorium low slope roofs and Police Department front door eyebrow roof project.

CITY OF BISHOP
COMMUNITY SERVICES DEPARTMENT

CITY HALL AUDITORIUM LOW SLOPE ROOF AND POLICE DEPARTMENT
FRONT DOOR EYEBROW RE-ROOF PROJECT

BID SPECIFICATIONS
SEPTEMBER 2013

The City of Bishop is re-roofing the City Hall Auditorium low slope roof and Police Station front door eyebrow.

Scope of Work - Install a new 60 mil thermoplastic single ply membrane with factory laminated felt backing, mechanically attached with flashings and other components to comprise a roofing system as follows:

- A. Remove and disposal of all existing roof systems and flashings.
 - B. Install new thermoplastic 60 Mil membrane with factory laminated felt backing by mechanical attachment over densdeck insulation board and the existing roof sheathing. Install new thermoplastic membrane per the manufacture's standard and detail requirements.
 - C. Flash under existing counter-flashing and add extender piece as necessary.
 - D. Cerf cut and provide counter flashing at Police Station eyebrow.
 - E. Clean, re-flash and make operable all roof drains on police station eyebrow per the approved manufacture's installation and standard details.
 - F. Flash each pipe penetration with cone flashing membrane per membrane manufacturer's standard and detail requirements.
 - G. Install new clad edge metal at all edge conditions and weld field sheet to clad edge metal.
- Other Related Work
 1. Substrate Preparation
 2. Roof drains
 3. Fasteners
 4. Roof Membrane Flashings
 5. Metal Flashings
 6. Sealant

Alternate Bids – Scope of Work

- A. Provide unit price per square foot for removal, disposal and replacement of damaged existing roof sheathing.
- B. Provide alternate price for removal, disposal and replacement per above specifications for the Auditorium west facing wall door eyebrow.

As per aerial map (included in this packet).

****Awarding of contract will be determined by the bid price received within fifteen (15) days of project advertisement for the Scope of Work, as well as, individual cost of Alternate Bids – Scope of Work. City of Bishop local contracting preference applies. The local contracting preference form may be obtained at the City's web site.**

All state, national and local codes will be enforced, including prevailing wage, health regulations and appropriate liability insurance. The selected company shall be bonded.

Bids are to be quoted including tax and shipping delivered in Bishop, CA. Product, tax, and shipping costs are itemized individually and then totaled for a complete price. Any permits, insurance, bonding needed for this job must be acquired at the expense of the contracted organization.

An estimated delivery time frame must be included.

Please contact Gary Schley, Public Services Officer, City of Bishop, (760) 873-8458 or garyschley@ca-bishop.us if you should have questions.

P.O. Box 1236
377 W. Line Street
Bishop, CA 93515

TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR *KSC*

SUBJECT: **Approve Contracts for Sale of Unit Number #36 at Sunrise Mobile Home Park**

DATE: September 9, 2013

Attachments:

- Manufactured Home Listing Agreement
- Manufactured Home Purchase Agreement

BACKGROUND/SUMMARY

In 1983 the City of Bishop purchased property on MacIver Street to build a low-income Senior Mobile Home Park. Coupled with a grant from the State of California, the City purchased 16 manufactured homes and created lots for 25 additional owner-purchased mobiles.

The City, through the real estate agency Coldwell Banker LeeAnn Rasmuson & Associates, has received one (1) offer to purchase city-owned mobile home units within Sunrise Mobile Home Park. The offer is on Unit #36.

Staff determined that the buyer is qualified on the basis of age and income to live within the park.

RECOMMENDATION

Council consideration to approve the sale of City-owned mobile home unit #36 located within Sunrise Mobile Home Park by executing the attached Manufactured Home Listing Agreement and the attached Manufactured Home Purchase Agreement.



**MANUFACTURED HOME LISTING AGREEMENT
FOR REAL AND PERSONAL PROPERTY**

(C.A.R. Form MHL, Revised 4/11)

1. **EXCLUSIVE RIGHT TO SELL:** City of Bishop/K.Caldwell, Adm ("Seller") hereby employs and grants Coldwell Banker LeeAnn Rasmuson & Assoc ("Broker") the exclusive and irrevocable right, commencing on (date) September 3, 2013 and expiring at 11:59 P.M. on (date) March 13, 2015 ("Listing Period"), to sell or exchange the Manufactured Home Situated In Bishop, County Of Inyo, California, described as 198 MacIver #36, and as further described below, ("Property").

2. **TYPE OF MANUFACTURED HOME:** (Check box below which applies: A(1), A(2) or B. Check ONLY one.):

A. PERSONAL PROPERTY MANUFACTURED HOME

(1) A Manufactured Home On Leased Or Rented Land (complete paragraph 2A(3)).

Space Number 36 Park Name Sunrise MH Park

OR (2) A Manufactured Home To Be Sold With Real Property (complete paragraph 2A(3)) described as _____

PURCHASE PRICE ALLOCATED AS FOLLOWS: Manufactured Home \$ _____ Land \$ _____

(3) **ADDITIONAL DESCRIPTION:** (For personal property manufactured home only)

Manufacturer's Name _____ Model _____ Date of Manufacture _____ Date Of First Sale _____

Property is: On Local Property Tax Roll, Department of Housing and Community Development ("HCD") registered (Use Tax Applies).

Approximate Width _____ Approximate Length _____ (Without Hitch) Expando Size _____

HCD/HUD License/Decal Number _____

SERIAL NUMBERS: 1. _____ 2. _____ 3. _____

Label/Insignia: 1. _____ 2. _____ 3. _____

OR B. **A REAL PROPERTY MANUFACTURED HOME** (A real property manufactured mobile home is one that meets the following requirements: (1) a building permit is obtained from local authorities pursuant to Health and Safety Code §18551, (2) the manufactured home is affixed to a foundation pursuant to Health & Safety Code §18551, (3) a certificate of occupancy is issued by local authorities, and (4) there is recordation with the local authorities of a form pursuant to Health and Safety Code §18551.)

3. **ITEMS INCLUDED:** Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price.

4. **LISTING PRICE AND TERMS:**

A. **LIST PRICE:** The listing price shall be Twenty Three Thousand Dollars (\$ 23,000.00).

B. **ADDITIONAL TERMS:** _____

5. **MULTIPLE LISTING SERVICE:** Information about this listing will, will not, be provided to a multiple listing service ("MLS") of Broker's selection and all terms of the transaction, including, if applicable, financing will be provided to the MLS for publication, dissemination and use by persons and entities on terms approved by the MLS. Seller authorizes Broker to comply with all applicable MLS rules. MLS rules generally provide that residential real property and vacant lot listings be submitted to the MLS within 48 hours or some other period of time after all necessary signatures have been obtained on the listing agreement. However, Broker will not have to submit this listing to the MLS or can prohibit this listing or certain information from or about it from appearing on certain internet sites if, within that time, Broker submits to the MLS a form signed by Seller (C.A.R. Form SEL or the locally required form) instructing Broker to withhold the listing from the MLS. Information about this listing will be provided to the MLS of Broker's selection unless a form instructing Broker to withhold the listing from the MLS is attached to this listing Agreement.

6. **TITLE AND COMPLIANCE WITH MANUFACTURED HOME LAWS:**

A. Seller warrants that Seller and no other persons have title to the Property, except as follows: _____

B. Seller agrees Property shall be free of liens and encumbrances, recorded, filed, registered or known to Seller.

C. Seller agrees that (1) evidence of title to the manufactured home, if personal property, shall be in the form of a duly endorsed, dated and delivered Certificate of Ownership; and (2) Seller shall deliver the current Registration Certificate of Title as required by law.

D. Seller represents that Property, if personal property, is either: (1) Located within an established mobilehome park as defined in California Health and Safety Code §18214, and that advertising or offering it for sale is not contrary to any provision of any contract between Seller and mobilehome park ownership; OR (2) That Property is located pursuant to a local zoning ordinance or permit on a lot where its presence has been authorized or its continued presence and such use would be authorized for a total and uninterrupted period of at least one year.

E. If applicable, Seller agrees to deliver as soon as possible to Broker, for submission to buyer, a copy of Seller's lease or rental agreement and all current park and/or Homeowners' Association rules and regulations, and to inform Broker of any changes to either during the Listing Period.

Seller acknowledges receipt of a copy of this page.

Seller's Initials (RC)

Reviewed by _____ Date _____



7. COMPENSATION TO BROKER:

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker.

- A. Seller agrees to pay to Broker as compensation for services irrespective of agency relationship(s), either 9.000 percent of the listing price (or if a sales contract is entered into, of the sales price), or \$ _____, AND _____ as follows:
 - (1) If during the Listing Period, or any extension, Broker, Seller, cooperating broker, or any other person, produces a buyer(s) who offers to purchase the Property on the above price and terms, or on any price and terms acceptable to Seller. (Broker is entitled to compensation whether any Escrow resulting from such offer closes during or after the expiration of the Listing Period.)
 - (2) If within 90 calendar days after expiration of the Listing Period or any extension, the Property is sold, conveyed, leased, or otherwise transferred to anyone with whom Broker or a cooperating broker has had negotiations, provided that Broker gives Seller, prior to or within 5 calendar days after expiration of the Listing Period or any extension, a written notice with the name(s) of the prospective purchaser(s).
 - (3) If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Seller during the Listing Period, or any extension.
- B. If completion of the sale is prevented by a party to the transaction other than Seller, then compensation due under paragraph 6A shall be payable only if and when Seller collects damages by suit, settlement, or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.
- C. In addition, Seller agrees to pay: _____
- D. Broker is authorized to cooperate with other brokers and, provided the Property is or includes a personal property manufactured home, with HCD licensed dealers, and divide with other brokers and dealers the above compensation in any manner acceptable to Broker.
- E. Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds in escrow.
- F. Seller warrants that Seller has no obligation to pay compensation to any other broker or dealer regarding the transfer of the Property, except: _____

If the Property is sold to anyone listed above during the time Seller is obligated to compensate another broker or dealer; (a) Broker is not entitled to compensation under this Agreement; and (b) Broker is not obligated to represent Seller with respect to such transaction.

8. BROKER'S AND SELLER'S DUTIES: Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement, and is authorized to advertise and market the Property in any medium selected by Broker. Seller agrees to consider offers presented by Broker, and to act in good faith toward accomplishing the sale of the Property. Seller further agrees, regardless of responsibility, to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments and attorney fees arising from any Incorrect Information supplied by Seller, whether contained in any document, omitted therefrom, or otherwise, or from any material facts which Seller knows but fails to disclose.

9. AGENCY RELATIONSHIPS:

- A. Disclosure: If the Property includes residential property with one-to-four dwelling units, Seller shall receive a "Disclosure Regarding Agency Relationships" form prior to entering into this Agreement.
- B. Seller Representation: Broker shall represent Seller in any resulting transaction, except as specified in paragraph 6F.
- C. Possible Dual Agency With Buyer: Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate-licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and such Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands and agrees that: (i) Broker, without the prior written consent of Seller, will not disclose to Buyer that Seller is willing to sell the Property at a price less than the listing price; (ii) Broker, without the prior written consent of Buyer, will not disclose to Seller that Buyer is willing to pay a price greater than the offered price; and (iii) except for (i) and (ii) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
- D. Other Sellers: Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement.
- E. Confirmation: If the Property includes residential property with one-to-four dwelling units, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement.

10. DEPOSIT: Broker is authorized to accept and hold on Seller's behalf a deposit to be applied toward the sales price.

11. LOCKBOX: A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, and accompanied prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism, or damage attributed to the use of a keysafe/lockbox. Seller does (or if checked does not) authorize Broker to install a keysafe/lockbox. If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox. (C.A.R. Form KLA).

12. SIGN: (If checked:) Seller authorizes Broker to install a FOR SALE/SOLD sign on the Property.

13. DISPUTE RESOLUTION:

- A. MEDIATION: Seller and Broker agree to mediate any dispute or claim arising between them out of this Agreement, or any

Seller acknowledges receipt of a copy of this page.

Seller's Initials (ISC) (_____)

Reviewed by _____ Date _____



resulting transaction, before resorting to arbitration or court action, subject to paragraph 13C below. Mediation fees, if any, shall be divided equally among the parties involved. If any party commences an action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

B. ARBITRATION OF DISPUTES: (1) Owner and Broker agree that any dispute or claim in law or equity arising between them regarding the obligation to pay compensation under this Agreement, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraph 13C below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Seller's Initials _____ / _____ Broker's Initials _____ / _____

C. EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from Mediation and Arbitration hereunder: (a) A judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (b) An unlawful detainer action; (c) The filing or enforcement of a mechanic's lien; (d) Any matter which is within the jurisdiction of a probate, small claims, or bankruptcy court; and (e) An action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

- 14. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state, and local anti-discrimination Laws.
15. ATTORNEY FEES: In any action, proceeding, or arbitration between Seller and Broker regarding the obligation to pay compensation under this Agreement, the prevailing Seller or Broker shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 12A.
16. ADDITIONAL TERMS:

17. ENTIRE CONTRACT: All prior discussions, negotiations, and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in counterparts.

Seller warrants that Seller is the owner of the Property or has the authority to execute this contract. By signing below Seller acknowledges that Seller has read, understands, received a copy of and agrees to the terms of this Agreement.

Seller [Signature] City of Bishop/K.Caldwell, Adm Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Seller _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Firm) Coldwell Banker LeeAnn Rasmuson & Assoc DRE Lic. # 01050199
By (Agent) Ross Corner Ross Corner DRE Lic. # 01857809 Date 09/03/2013
Address 370 W. Line Street City Bishop State CA Zip 93514
Telephone (760)873-4264 Fax (760)873-4875 E-mail ross.corner@coldwellbanker.com

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

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Reviewed by _____ Date _____





DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Selling Firm to Buyer) (As required by the Civil Code) (C.A.R. Form AD, Revised 11/12)

(If checked) This form is being provided in connection with a transaction for a leaseholder interest in a dwelling exceeding one year as per Civil Code section 2079.13(j) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller.

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer. (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. THIS DISCLOSURE FORM INCLUDES THE PROVISIONS OF SECTIONS 2079.13 TO 2079.24, INCLUSIVE, OF THE CIVIL CODE SET FORTH ON PAGE 2. READ IT CAREFULLY. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

Buyer Seller Landlord Tenant Date

Buyer Seller Landlord Tenant Date

Agent Coldwell Banker LeeAnn Rasmuson & Assoc DRE Lic. # 01050199 Real Estate Broker (Firm)

By Ross Corner DRE Lic. # 01857809 Date 09/03/2013 (Salesperson or Broker-Associate) Ross Corner

Agency Disclosure Compliance (Civil Code §2079.14): When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant. When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here: Seller/Landlord Date 09/03/2013 City of Bishop/K. Caldwell, Adm Seller/Landlord Date

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Reviewed by Date



2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE, SAMPLE ONLY)

(Name of Listing Agent)

is the agent of (check one): the seller exclusively; or both the buyer and seller.

(DO NOT COMPLETE, SAMPLE ONLY)

(Name of Selling Agent if not the same as the Listing Agent)

is the agent of (check one): the buyer exclusively; or the seller exclusively; or both the buyer and seller.

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.



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CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE, SAMPLE ONLY)

(Name of Listing Agent)

is the agent of (check one): the seller exclusively; or both the buyer and seller.

(DO NOT COMPLETE, SAMPLE ONLY)

(Name of Selling Agent if not the same as the Listing Agent)

is the agent of (check one): the buyer exclusively; or the seller exclusively; or both the buyer and seller.

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

Buyer's Initials (_____) (_____)

Seller's Initials (KK) (_____)

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AD REVISED 11/12 (PAGE 2 OF 2)

Reviewed by _____ Date _____





CALIFORNIA
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**AGENT VISUAL INSPECTION DISCLOSURE
(CALIFORNIA CIVIL CODE § 2079 ET SEQ.)**

For use by an agent when a transfer disclosure statement is required or when a seller is exempt from completing a TDS (C.A.R. Form AVID, Revised 4/11)

This inspection disclosure concerns the residential property situated in the City of Bishop, County of Inyo, State of California, described as 198 MacIver #36 ("Property").

Inspection Performed By (Real Estate Broker Firm Name) Coldwell Banker/LeeAnn Rasmuson & Assoc

California law requires, with limited exceptions, that a real estate broker or salesperson (collectively, "Agent") conduct a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of certain properties offered for sale and then disclose to the prospective purchaser material facts affecting the value or desirability of that property that the inspection reveals. The duty applies regardless of whom that Agent represents. The duty applies to residential real properties containing one-to-four dwelling units, and manufactured homes (mobilehomes). The duty applies to a stand-alone detached dwelling (whether or not located in a subdivision or a planned development) or to an attached dwelling such as a condominium. The duty also applies to a lease with an option to purchase, a ground lease or a real property sales contract of one of those properties.

California law does not require the Agent to inspect the following:

- Areas that are not reasonably and normally accessible
- Areas off site of the property
- Public records or permits
- Common areas of planned developments, condominiums, stock cooperatives and the like.

Agent Inspection Limitations: Because the Agent's duty is limited to conducting a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of only the Property being offered for sale, there are several things that the Agent will not do. What follows is a non-exclusive list of examples of limitations on the scope of the Agent's duty.

Roof and Attic: Agent will not climb onto a roof or into an attic.

Interior: Agent will not move or look under or behind furniture, pictures, wall hangings or floor coverings. Agent will not look up chimneys or into cabinets, or open locked doors.

Exterior: Agent will not inspect beneath a house or other structure on the Property, climb up or down a hillside, move or look behind plants, bushes, shrubbery and other vegetation or fences, walls or other barriers.

Appliances and Systems: Agent will not operate appliances or systems (such as, but not limited to, electrical, plumbing, pool or spa, heating, cooling, septic, sprinkler, communication, entertainment, well or water) to determine their functionality.

Size of Property or Improvements: Agent will not measure square footage of lot or improvements, or identify or locate boundary lines, easements or encroachments.

Environmental Hazards: Agent will not determine if the Property has mold, asbestos, lead or lead-based paint, radon, formaldehyde or any other hazardous substance or analyze soil or geologic condition.

Off-Property Conditions: By statute, Agent is not obligated to pull permits or inspect public records. Agent will not guarantee views or zoning, identify proposed construction or development or changes or proximity to transportation, schools, or law enforcement.

Analysis of Agent Disclosures: For any items disclosed as a result of Agent's visual inspection, or by others, Agent will not provide an analysis of or determine the cause or source of the disclosed matter, nor determine the cost of any possible repair.

What this means to you: An Agent's inspection is not intended to take the place of any other type of inspection, nor is it a substitute for a full and complete disclosure by a seller. Regardless of what the Agent's inspection reveals, or what disclosures are made by sellers, California Law specifies that a buyer has a duty to exercise reasonable care to protect himself or herself. This duty encompasses facts which are known to or within the diligent attention and observation of the buyer. Therefore, in order to determine for themselves whether or not the Property meets their needs and intended uses, as well as the cost to remedy any disclosed or discovered defect, **BUYER SHOULD: (1) REVIEW ANY DISCLOSURES OBTAINED FROM SELLER; (2) OBTAIN ADVICE ABOUT, AND INSPECTIONS OF, THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS; AND (3) REVIEW ANY FINDINGS OF THOSE PROFESSIONALS WITH THE PERSONS WHO PREPARED THEM. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.**

Buyer's Initials (____)(____)

Seller's Initials (KV)(____)

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AVID REVISED 4/11 (PAGE 1 OF 3)

Reviewed by _____ Date _____



AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)

Agent: Ross Corner Phone: 760.873.4264 Fax: 760.873.4875 Prepared using zipForm® software
Broker: Coldwell Banker/LeeAnn Rasmuson & Assoc 370 West Line Street Bishop, CA 93514

Property Address: 198 MacIver #36 Bishop, CA 93514

Date: September 3 2013

Inspection Performed By (Real Estate Broker Firm Name) Coldwell Banker/LeeAnn Rasmuson & Assoc

Inspection Date/Time: _____ Weather conditions: _____

Other persons present: _____

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE REASONABLY AND NORMALLY ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

Entry (excluding common areas): _____

Living Room:

Carpet needs to be replaced. Windows sill on front window needs paint. Window on south side has serious rot. Some beams are damaged & have holes in them.

Dining Room:

Kitchen:

scuff marks and stains on linoleum. Light fixture cover on globe are missing. Cabinet door need cleaning/painting.

Other Room:

Hall/Stairs (excluding common areas): _____

Bedroom # _____:

hole in South wall (interior wall) Carpet needs to be replaced. Some sub-floor repairs may be necessary.

Bedroom # _____:

Bedroom # _____:

Bath # _____:

Bath # _____:

Bath # _____:

Other Room:

Buyer's Initials (____)(____)

Seller's Initials (LR)(____)

Reviewed by _____ Date _____



Property Address: 198 MacIver #36
Bishop, CA 93514

Date: September 3 2013

Other Room: _____

Other: _____

Other: _____

Other: _____

Garage/Parking (excluding common areas): _____

Exterior Building and Yard - Front/Sides/Back: seam board on north side is separated from home.

Other Observed or Known Conditions Not Specified Above: Hot water heater needs new insulation jacket + needs cleaned out.

This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.

Real Estate Broker (Firm who performed the inspection) Caldwell Banker

By Ron Conroy

(Signature of Associate Licensee or Broker)

Date 9/3/13

Reminder: Not all defects are observable by a real estate licensee conducting an inspection. The inspection does not include testing of any system or component. Real Estate Licensees are not home inspectors or contractors. BUYER SHOULD OBTAIN ADVICE ABOUT AND INSPECTIONS OF THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

I/we acknowledge that I/we have read, understand and received a copy of this disclosure.

Date 9/3/2013

SELLER K & Wanda
City of Bishop/K. Caldwell, Adm

Date _____

SELLER _____

Date _____

BUYER _____

Date _____

BUYER _____

Real Estate Broker (Firm Representing Seller) _____

By _____
(Associate Licensee or Broker Signature)

Date _____

Real Estate Broker (Firm Representing Buyer) _____

By _____
(Associate Licensee or Broker Signature)

Date _____

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Reviewed by _____ Date _____





MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form MHPA, Revised 4/13)

Date September 3, 2013

1. OFFER:

- A. THIS IS AN OFFER FROM Duane Laser ("Buyer")
B. THE MANUFACTURED HOME TO BE ACQUIRED is described in paragraph 1E and F below ("Property").
C. THE PURCHASE PRICE offered is Twenty-Three Thousand

D. CLOSE OF ESCROW shall occur on (date) (or 30 O/S Days After Acceptance)
E. TYPE OF MANUFACTURED HOME: (Check the box below that applies paragraphs (1)(a), (1)(b) or (2). Check ONLY one.)

(1) PERSONAL PROPERTY MANUFACTURED HOME:

(a) A Manufactured Home On Leased Or Rented Land (complete paragraph F).

Space Number 36 Park Name Sunrise MH Park

OR (b) A Manufactured Home To Be Sold With Real Property (complete paragraph F). Real Property described as

PURCHASE PRICE ALLOCATED AS FOLLOWS: Manufactured Home \$, Land \$

OR (2) A REAL PROPERTY MANUFACTURED HOME (complete applicable parts of paragraph F) described as 198 MacIver #36

Assessor's Parcel No. 008-320-36, situated in , County of , California.

A real property manufactured home is one that meets the following requirements: (i) a building permit is obtained from local authorities pursuant to Health and Safety Code §18551; (ii) the manufactured home is affixed to a foundation pursuant to Health and Safety Code §18551; (iii) a certificate of occupancy is issued by local authorities; and (iv) there is recordation with the local authorities of a form pursuant to Health and Safety Code §18551.

F. ADDITIONAL DESCRIPTION:

Manufacturer's Name Model Date Of Manufacture

Date Of First Sale

Property is: On Local Property Tax Roll, Department of Housing and Community Development ("HCD") registered (use tax applies)

Approximate Width Approximate Length (Without Hitch) Expando Size

HCD/HUD License/Decal Number:

SERIAL NUMBERS: 1. 2. 3.

HCD/HUD Label/Insignia: 1. 2. 3.

2. AGENCY:

A. DISCLOSURE: Buyer and Seller each acknowledge prior receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).

B. POTENTIALLY COMPETING BUYERS AND SELLERS: Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document (C.A.R. Form DA).

C. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:

Listing Agent Coldwell Banker LeeAnn Rasmuson & Assoc (Print Firm Name) is the agent of (check one):

the Seller exclusively; or both the Buyer and Seller.

Selling Agent Coldwell Banker LeeAnn Rasmuson & Assoc (Print Firm Name) (if not the same as the

Listing Agent) is the agent of (check one): the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 2,000.00

(1) Buyer shall deliver deposit directly to Escrow Holder by personal check, electronic funds transfer,

Other within 3 business days after acceptance

(or Other);

OR (2) (If checked) Buyer has given the deposit by personal check (or) to

the agent submitting the offer (or to), made payable to

. The deposit shall be held uncashed until

Acceptance and then deposited with Escrow Holder (or into Broker's trust account) within 3 business days

after Acceptance (or Other).

B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$

within Days After Acceptance, or . If a liquidated damages clause is

incorporated into this Agreement, Buyer and Seller shall sign a separate liquidated damages clause (C.A.R. Form

RID) for any increased deposit at the time it is deposited.

C. LOAN(S):

(1) FIRST LOAN in the amount of \$

Buyer's Initials (X)

Seller's Initials (KSL)

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Reviewed by Date



MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (MHPA PAGE 1 OF 10)

This loan will be conventional financing or, if checked, FHA, VA, CalVet, Seller (C.A.R. Form SFA) assumed financing (C.A.R. Form PAA), Other _____ . Security Agreement and Certificate of Title designating lender (or if checked seller) as legal owner, securing a note. This loan shall be at a fixed rate not to exceed _____ % or, an adjustable rate loan with initial rate not to exceed _____ % . Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.

(2) SECOND LOAN in the amount of _____ \$ _____ This loan will be conventional financing or, if checked, Seller (C.A.R. Form SFA), assumed financing (C.A.R. Form PAA), Other _____ . Security Agreement and Certificate of Title designating lender (or if checked seller) as legal owner, securing a note. This loan shall be at a fixed rate not to exceed _____ % or, an adjustable rate loan with initial rate not to exceed _____ % . Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.

(3) FHA/VA: For any FHA or VA loan specified above, Buyer has 17 (or _____) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or other repair. Seller has no obligation to pay for repairs or satisfy lender requirements unless otherwise agreed in writing.

D. ADDITIONAL FINANCING TERMS: _____

E. BALANCE OF PURCHASE PRICE OR DOWN PAYMENT in the amount of _____ \$ 21,000.00 to be deposited with Escrow Holder within sufficient time to close escrow.

F. PURCHASE PRICE (TOTAL): _____ \$ 23,000.00

G. ADDITIONAL SELLER FINANCING TERMS: The following terms apply ONLY to financing of a personal property manufactured home extended by Seller under this Agreement. Buyer's security agreement and other appropriate documents shall incorporate and implement the following additional terms: (i) a clause requiring Buyer to comply with the terms of any rental/lease agreement entered into between Buyer and Park Owner/Landlord/Homeowners' Association ("HOA") and to deliver to Seller a Copy of any modifications to the rental/lease agreement within 30 days of Buyer's receipt; (ii) a clause requiring Buyer to provide Seller a written 30-day notice prior to relocating the Property; and (iii) a clause prohibiting Buyer from installing the manufactured home on a permanent foundation system or otherwise affixing the manufactured home to land in any way that could alter its legal character as personal property, without Seller's prior written consent.

H. ASSUMPTION: IF THIS IS AN ASSUMPTION OF A VA OR CAL VET LOAN, THE SALE IS CONTINGENT UPON SELLER RECEIVING A RELEASE OF LIABILITY AND SUBSTITUTION OF ELIGIBILITY, UNLESS OTHERWISE AGREED IN WRITING.

I. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 3J(1)) shall, within 7 (or _____) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (If checked, verification attached.)

J. LOAN TERMS:

(1) LOAN APPLICATIONS: Within 7 (or _____) Days After Acceptance, Buyer shall Deliver to Seller a letter from lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in 3C above. (If checked, letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Obtaining the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. Buyer's contractual obligations to obtain and provide deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:

(i) Within 17 (or _____) Days After Acceptance, Buyer shall, as specified in paragraph 16, in writing remove the loan contingency or cancel this Agreement;

OR (ii) (If checked) the loan contingency shall remain in effect until the designated loans are funded.

(4) NO LOAN CONTINGENCY (If checked): Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

K. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or, if checked, is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the specified purchase price. If there is a loan contingency, Buyer's removal of the loan contingency shall be deemed removal of this appraisal contingency (or, if checked, Buyer shall, as specified in paragraph 16B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance). If there is no loan contingency, Buyer shall, as specified in paragraph 16B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance.

L. ALL CASH OFFER (If checked): Buyer shall, within 7 (or _____) Days After Acceptance, Deliver to Seller written verification of sufficient funds to close this transaction. (If checked, verification attached.)

M. BUYER STATED FINANCING: Seller has relied on Buyer's representation of the type of financing specified (including but not limited to, as applicable, amount of down payment, contingent or non contingent loan, or all cash). If Buyer seeks alternate financing, (i) Seller has no obligation to cooperate with Buyer's efforts to obtain such financing, and (ii) Buyer shall also pursue the financing method specified in this Agreement. Buyer's failure to secure alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

CAUTION: Obligations secured by mixed collateral (i.e., both personal and real property) are subject to complex rules and court decisions under the California Civil Code, Commercial Code and Code of Civil Procedure. Buyer and Seller are strongly cautioned to consult legal counsel in connection with the securing and enforcement of any such obligations.

4. ALLOCATION OF COSTS (If checked): Unless otherwise specified in writing, this paragraph only determines who is to pay for the inspection, test or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.

Buyer's Initials (X) (X)

Seller's Initials (KSC) (_____)



A. INSPECTIONS AND REPORTS:

- (1) Buyer Seller shall pay for an inspection and report for wood destroying pests and organisms ("Wood Pest Report") prepared by _____ a registered structural pest control company.
- (2) Buyer Seller shall pay to have septic or private sewage disposal systems inspected _____
- (3) Buyer Seller shall pay to have domestic wells tested for water potability and productivity _____
- (4) Buyer Seller shall pay for a natural hazard zone disclosure report prepared by Disclosure Source+Tax and CLUE
- (5) Buyer Seller shall pay for the following inspection or report _____
- (6) Buyer Seller shall pay for the following inspection or report _____

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

- (1) Buyer Seller shall pay for smoke detector installation and/or water heater bracing, if required by Law. Prior to Close Of Escrow, Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless exempt.
- (2) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards, inspections and reports if required as a condition of closing escrow under any Law. _____

C. ESCROW AND TITLE:

- (1) Buyer Seller shall pay escrow fee split 50/50
Escrow Holder shall be Mountain Title
- (2) Buyer Seller shall pay for owner's title insurance policy specified in paragraph 13E _____
Owner's title policy to be issued by _____
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) Buyer Seller shall pay County transfer tax or fee _____
- (2) Buyer Seller shall pay City transfer tax or fee _____
- (3) Buyer Seller shall pay Homeowners' Association ("HOA") transfer fee _____
- (4) Buyer Seller shall pay HOA document preparation fees _____
- (5) Buyer Seller shall pay for any private transfer fee _____
- (6) Buyer Seller shall pay the cost, not to exceed \$ _____, of a one-year home warranty plan, issued by _____, with the following optional coverages:
 Air Conditioner Pool/Spa Code and Permit upgrade Other: _____

Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

- (7) Buyer Seller shall pay for DOH Fee
- (8) Buyer Seller shall pay for installation of carbon monoxide detectors

- E. Buyer Seller shall pay the cost of upgrades required by Park/Landlord/HOA as a condition of Buyer's tenancy or occupancy _____

5. CLOSING AND POSSESSION:

- A. Buyer intends (or does not intend) to occupy the Property as Buyer's primary residence.
- B. Seller-occupied or vacant property: Possession shall be delivered to Buyer at 5 PM or (_____ AM PM) on the date of Close Of Escrow; on _____; or no later than _____ Days After Close Of Escrow. If transfer of title and possession do not occur at the same time, Buyer and Seller are advised to: (i) enter into a written occupancy agreement (C.A.R. Form PAA, paragraph 2); and (ii) consult with their insurance and legal advisors.
- C. Tenant-occupied property: (i) the Property shall be vacant at least 5 (or _____) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver the Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.
- OR (ii) (if checked) Tenant to remain in possession. (C.A.R. Form PAA, paragraph 3.)
- D. At Close Of Escrow, (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale, and (ii) Seller shall Deliver to Buyer available Copies of warranties. Brokers cannot and will not determine the assignability of any warranties.
- E. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys and/or means to operate all locks, mailboxes, security systems, alarms and garage door openers. If Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

6. STATUTORY DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

- A. (1) Seller shall, within the time specified in paragraph 16, Deliver to Buyer, if required by law: (i) Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) disclosures or notices required by sections 1102 et seq. and 1103 et seq. of the California Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Manufactured Home and Mobile Home Transfer Disclosure Statement ("MHTDS"), Natural Hazard Disclosure Statement ("NHD"), notice of actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act and Improvement Bond Act of 1915), and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPA or SSD) and, if the Property is or includes real property, a Real Estate Transfer Disclosure Statement ("TDS").
- (2) Buyer shall, within the time specified in paragraph 16, return Signed Copies of the Statutory and Lead Disclosures to Seller.
- (3) In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.
- (4) If any disclosure or notice specified in 6(A)(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days After Delivery in person, or 5 Days After Delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.

Buyer's Initials (X)

Seller's Initials (KSR) (_____)

Reviewed by _____ Date _____



- (5) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.
- B. **NATURAL AND ENVIRONMENTAL HAZARDS:** Within the time specified in paragraph 16, Seller shall, if required by Law: (i) deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; (ii) even if exempt from the obligation to provide the NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. **WITHHOLDING TAXES:** Within the time specified in paragraph 16A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law, (C.A.R. Form AS or QS).
- D. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- E. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
7. **SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:** Within the time specified in paragraph 16, Seller shall Deliver to Buyer, in writing, the following disclosure documentation and information:
- A. **REAL PROPERTY MANUFACTURED HOME:** Manufactured homes, even when converted to real property, must comply with HCD permit and approval requirements for alterations and/or repairs. If known to Seller, Seller shall disclose any alterations or repairs done without HCD permits or approvals.
- B. **ADDITIONAL REAL PROPERTY DISCLOSURES:** If the Property is or includes real property, Seller shall disclose to Buyer the existence of any of the following items of which Seller has actual knowledge: (i) whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295); (ii) whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6); (iii) the presence of endangered, threatened, "candidate" species or wetlands on the Property; (iv) any features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property; and (v) any abandoned mining operations on the Property.
- C. **SMOKE DETECTOR:** Available manufacturer's information describing the operation, method and frequency of testing, and proper maintenance for any smoke alarm.
8. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- A. **SELLER HAS:** 7 (or _____) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned unit development or other common interest subdivision (C.A.R. Form SPQ or SSD).
- B. If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or _____) Days After Acceptance to request from the HOA (C.A.R. Form HOA): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOA's governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3).
9. **ITEMS INCLUDED AND EXCLUDED:**
- A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 9B or C.
- B. **ITEMS INCLUDED IN SALE:**
- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, private integrated telephone systems, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water softeners, water purifiers, security systems/alarms; (If checked) stove(s), refrigerator(s); and
- (3) The following additional items: shed
- (4) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
- (5) All items included shall be transferred free of liens and without Seller warranty.
- C. **ITEMS EXCLUDED FROM SALE:** Unless otherwise specified, audio and video components (such as flat screen TVs and speakers) are excluded if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component is attached to the Property; and _____
10. **CONDITION OF PROPERTY:** Unless otherwise agreed: (i) the Property is sold (a) in its PRESENT physical ("as-is") condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as of the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Seller by Close Of Escrow.
- CAUTION:** Sellers not using a licensed real estate agent or licensed manufactured home dealer are prohibited from selling a personal property manufactured home "AS IS" unless the manufactured home meets, as applicable, the requirements of HCD or the National Manufactured Housing Construction and Safety Standards Act of 1974.
- A. Seller shall, within the time specified in paragraph 16A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B. Buyer has the right to inspect the Property and, as specified in paragraph 16B, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.

Buyer's Initials (X) ([Signature])

Seller's Initials (KSC) (_____)



C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.

11. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 16B. Within the time specified in paragraph 16B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 16B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D. Buyer indemnity and Seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs of Buyer's Investigation. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination or cancellation of this Agreement and Close Of Escrow.

12. SELLER DISCLOSURES; ADDENDA; ADVISORIES; OTHER TERMS:

- A. Seller Disclosures (if checked): Seller shall, within the time specified in paragraph 16A, complete and provide Buyer with a:

<input type="checkbox"/> Seller Property Questionnaire (C.A.R. Form SPQ)	OR	<input type="checkbox"/> Supplemental Contractual and Statutory Disclosure (C.A.R. Form SSD)
--	----	--
- B. Addenda (if checked):

<input type="checkbox"/> Addendum #	(C.A.R. Form ADM)
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 - Wood Destroying Pest Inspection and Allocation of Cost Addendum (C.A.R. Form WPA)
 - Purchase Agreement Addendum (C.A.R. Form PAA)
 - Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)
 - Short Sale Addendum (C.A.R. Form SSA)
 - Other
- C. Advisories (if checked):

<input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA)	
<input type="checkbox"/> Probate Advisory (C.A.R. Form PAK)	<input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
<input type="checkbox"/> Trust Advisory (C.A.R. Form TA)	<input type="checkbox"/> REO Advisory (C.A.R. Form REO)
- D. Other Terms: Subject to approval by the Bishop City Council meeting on 9/9/13.

13. TITLE AND VESTING:

- A. If the property is or includes real property, within the time specified in paragraph 16, Buyer shall be provided a current preliminary title report, which shall include a search of the General Index. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information. The preliminary report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 16B.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 16A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. If the property is or includes real property, at Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. If the Property is or includes real property, Buyer shall receive a CLTA/ALTA Homeowner's Policy of Title Insurance. A title company, at Buyer's request, can provide information about availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.
- F. If the manufactured home is personal property, title is to be free of liens and encumbrances, recorded, filed, registered or known to Seller, unless otherwise agreed in writing. Evidence of title shall be by delivery of: (i) a duly endorsed and dated Certificate of Ownership; and (ii) a current Registration Certificate, as required by Law. If Seller is unable to deliver title as herein provided, Buyer may cancel this Agreement, and Buyer's deposit shall be returned to Buyer. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

14. RESIDENCY APPLICATION; PARK RULES: (i) If the Property is located on leased or rented land, obtaining residency approval is a contingency of this Agreement. Buyer shall within 5 (or _____) Days After Acceptance, submit a residency application to Park/Landlord/HOA. Buyer

Buyer's Initials (X PKY) (_____)

Seller's Initials (KRC) (_____)

Reviewed by _____ Date _____



acknowledges that Seller is not assigning or subletting the space the manufactured home occupies in its present location. (ii) Within the time specified in paragraph 16, Seller shall deliver to Buyer a Copy of the Park rules and regulations. Within the time specified in paragraph 16, Buyer shall Deliver to Seller Buyer's written approval of Park rules and regulations.

15. SALE OF BUYER'S PROPERTY:

- A. This Agreement is NOT contingent upon the sale of any property owned by Buyer.
- OR B. (If checked) The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.

16. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

A. SELLER HAS: 7 (or _____) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 4, 6A, B and C, 7, 8A, 10A, 12A and B, 13, and 14. Buyer may give Seller a Notice to Seller to Perform (C.A.R. Form NSP) if Seller has not Delivered the items within the time specified.

B. (1) BUYER HAS: 17 (or _____) Days After Acceptance, unless otherwise agreed in writing, to:
(i) complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller, and approve all other matters affecting the Property; and
(ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures Delivered by Seller in accordance with paragraph 6A.

(2) Within the time specified in 16B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.

(3) Within the time specified in 16B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller either (i) a removal of the applicable contingency (C.A.R. Form CR), or (ii) a cancellation (C.A.R. Form CC) of this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified items. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in 16A, then Buyer has 5 (or _____) Days After Delivery of any such items, or the time specified in 16B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

(4) Continuation of Contingency: Even after the end of the time specified in 16B(1) and before Seller cancels this Agreement, if at all, pursuant to 16C, Buyer retains the right to either (i) in writing remove remaining contingencies, or (ii) cancel this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified items. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to 16C(1).

C. SELLER RIGHT TO CANCEL:

(1) Seller right to Cancel; Buyer Contingencies: If, within the time specified in this Agreement, Buyer does not in writing Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP) may cancel this Agreement. In such event, Seller shall authorize return of Buyer's deposit.

(2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first Delivering to Buyer a NBP may cancel this Agreement for any of the following reasons: (i) if Buyer fails to deposit funds as required by 3A or 3B; (ii) if the funds deposited pursuant to 3A or 3B are not good when deposited; (iii) if Buyer fails to Deliver a notice of FHA or VA costs or terms as required by 3C(3) (C.A.R. Form FVA); (iv) if Buyer fails to Deliver a letter as required by 3J; (v) if Buyer fails to Deliver verification as required by 3I or 3L; (vi) if Seller reasonably disapproves of the verification provided by 3I or 3L; (vii) if Buyer fails to return Statutory and Lead Disclosures as required by paragraph 6A(2); or (viii) if Buyer fails to sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 28. In such event, Seller shall authorize return of Buyer's deposit.

(3) Notice To Buyer To Perform: The NBP shall: (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 2 (or 3) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an obligation specified in 16C(2).

D. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall with regard to that contingency or cancellation right conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for inability to obtain financing.

E. CLOSE OF ESCROW: Before Seller or Buyer may cancel this Agreement for failure of the other party to close escrow pursuant to this Agreement, Seller or Buyer must first Deliver to the other a demand to close escrow (C.A.R. Form DCE).

F. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Release of funds will require mutual Signed release instructions from Buyer and Seller, judicial decision or arbitration award. A Buyer or Seller may be subject to a civil penalty of up to \$1,000 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

17. REPAIRS: Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of receipts and statements to Buyer prior to final verification of condition.

18. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final inspection of the Property within 5 (or _____) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 10A; (ii)

Buyer's Initials (X) ([Signature])

Seller's Initials (KAC) (_____)



Repairs have been completed as agreed; and (ii) Seller has complied with Seller's other obligations under this Agreement.

- 19. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are a current lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are a current lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 20. **PROPERTY DAMAGE OR DESTRUCTION:** In the event of destruction or damage to a material part of the Property through no fault of Buyer before Buyer receives either title or possession, Seller cannot enforce this Agreement and Buyer is entitled to receive any portion of the purchase price Buyer has paid. In the event of destruction or damage to a material part of the Property through no fault of Seller after Buyer receives either title or possession, Buyer is not relieved of the obligation to purchase under this Agreement, and Buyer is not entitled to recover any portion of the purchase price Buyer has paid.
- 21. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 22. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
- 23. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 24. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 29A.
- 25. **DEFINITIONS:** As used in this Agreement:
 - A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a party and is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - B. "C.A.R. Form" means the specific form referenced or another comparable form agreed to by the parties.
 - C. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
 - D. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - E. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - F. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
 - G. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - H. "Deliver", "Delivered" or "Delivery", regardless of the method used (i.e. messenger, mail, email, fax, other), means and shall be effective upon (i) personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in paragraph D of the section titled Real Estate Brokers on page 8;
 OR (ii) if checked, per the attached addendum (C.A.R. Form RDN).
 - I. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other party.
 - J. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - K. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - L. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- 26. **BROKER COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- 27. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
 - A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 3, 4, 6C, 12B and D, 13, 15B, 16F, 19, 25, 26, 27, 31, 33, and paragraph D of the section titled Real Estate Brokers on page 8. If a Copy of the separate compensation agreement(s) provided for in paragraph 26, or paragraph D of the section titled Real Estate Brokers on page 9 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the respective Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not specifically referenced above in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.

Buyer's Initials (X D Y)

Seller's Initials (KTC) (_____)



- B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or _____). Escrow Holder shall provide Seller's Statement of Information to Title company when received from seller. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement.
 - C. Brokers are a party to the Escrow for the sole purpose of compensation pursuant to paragraph 26 and paragraph D of the section titled Real Estate Brokers on page 9 Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 26, respectively, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement. Escrow Holder shall immediately notify Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if either Buyer or Seller instruct Escrow Holder to cancel escrow.
 - D. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 2 business days after mutual execution of the amendment.
28. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF THE INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION FOR ANY INCREASED DEPOSIT (C.A.R. FORM RID).

Buyer's Initials *JAZ* Seller's Initials

29. DISPUTE RESOLUTION:

A. MEDIATION: Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Buyer and Seller also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 29C.

B. ARBITRATION OF DISPUTES:

Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. Buyer and Seller also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 29C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials *JAZ* Seller's Initials

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) EXCLUSIONS: The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions.
- (2) BROKERS: Brokers shall not be obligated or compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

Buyer's Initials (*JAZ*)

Seller's Initials () ()



30. TERMS AND CONDITIONS OF OFFER:

This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all parties initial such paragraph(s), a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

31. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.

32. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit shall be returned unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by Ross Corner, who is authorized to receive it by 5:00 PM on the third Day after this offer is signed by Buyer.

(or, if checked, by _____ AM PM, on _____ (date)).

Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships.

Date 09/03/2013
BUYER X *Duane Laser*
Duane Laser
(Print name)
771 N. Main St #101, Bishop, CA 93514
(Address)

Date _____
BUYER _____
(Print name)

Additional Signature Addendum attached (C.A.R. Form ASA).

33. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(If checked) SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form CO) DATED _____

Date _____
SELLER _____
City of Bishop/K.Caldwell, Adm
(Print name)

(Address)

Date _____
SELLER _____
(Print name)

Additional Signature Addendum attached (C.A.R. Form ASA).

(_____ / _____) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on _____ (date) at _____ AM PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.



REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in paragraph 2 above.
- C. If specified in paragraph 3A(2), Agent who submitted offer for Buyer acknowledges receipt of deposit.
- D. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the property is offered for sale or a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) Coldwell Banker LeeAnn Rasmuson & Assoc DRE Lic # 01050199
 By Ross Corner DRE Lic. # 01857809 Date 09/03/2013
 Address 370 W. Line Street City Bishop State CA Zip 93514
 Telephone (760)873-4264 Fax (760)873-4875 E-mail ross.corner@coldwellbanker.com

Real Estate Broker (Listing Firm) Coldwell Banker LeeAnn Rasmuson & Assoc DRE Lic # 01050199
 By Ross Corner DRE Lic. # 01857809 Date 09/03/2013
 Address 370 W. Line Street City Bishop State CA Zip 93514
 Telephone (760)873-4264 Fax (760)873-4875 E-mail ross.corner@coldwellbanker.com

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), counter offer(s) numbered _____ Seller's Statement of Information and Other _____, and agrees to act as Escrow Holder subject to paragraph 27 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions, if any.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____.

Escrow Holder _____ Escrow # _____
 By _____ Date _____
 Address _____
 Phone/Fax/E-mail _____
 Escrow Holder is licensed by the California Department of Corporations, Insurance, Real Estate. License # _____

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).
 Broker or Designee Initials

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
 Seller's Initials

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Reviewed by _____ Date _____





BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA-A, Revised 10/02)

Property Address: 198 MacIver #36, Bishop, CA 93514 ("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. In sales involving residential dwellings with no more than four units, Brokers have a duty to make a diligent visual inspection of the accessible areas of the Property and to disclose the results of that inspection. However, as some Property defects or conditions may not be discoverable from a visual inspection, it is possible Brokers are not aware of them. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

- 1. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS: Foundation, roof, plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa, other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property. (Structural engineers are best suited to determine possible design or construction defects, and whether improvements are structurally sound.)
2. SQUARE FOOTAGE, AGE, BOUNDARIES: Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. (Professionals such as appraisers, architects, surveyors and civil engineers are best suited to determine square footage, dimensions and boundaries of the Property.)
3. WOOD DESTROYING PESTS: Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms and other infestation or infection. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. A registered structural pest control company is best suited to perform these inspections.
4. SOIL STABILITY: Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage. (Geotechnical engineers are best suited to determine such conditions, causes and remedies.)

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BIA-A REVISED 10/02 (PAGE 1 OF 2)

Buyer's Initials (X) (Y)

Seller's Initials (KSL) ()

Reviewed by _____ Date _____



BUYER'S INSPECTION ADVISORY (BIA-A PAGE 1 OF 2)

Agent: Ross Corner

Phone: 760.873.4264

Fax: 760.873.4875

Prepared using zipForm® software

Broker: Coldwell Banker/LeeAnn Rasmuson & Assoc 370 West Line Street Bishop, CA 93514

5. **ROOF:** Present condition, age, leaks, and remaining useful life. (Roofing contractors are best suited to determine these conditions.)
6. **POOL/SPA:** Cracks, leaks or operational problems. (Pool contractors are best suited to determine these conditions.)
7. **WASTE DISPOSAL:** Type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
8. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components.
9. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants). (For more information on these items, you may consult an appropriate professional or read the booklets "Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants," "Protect Your Family From Lead in Your Home" or both.)
10. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood. (A Geologist or Geotechnical Engineer is best suited to provide information on these conditions.)
11. **FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies. (An insurance agent is best suited to provide information on these conditions.)
12. **BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. (Such information is available from appropriate governmental agencies and private information providers. Brokers are not qualified to review or interpret any such information.)
13. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants; and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements. (Government agencies can provide information about these restrictions and other requirements.)
14. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. (Local government agencies can provide information about these restrictions and other requirements.)
15. **NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

X *Duane Laser* 9-3-13
 Buyer Signature Date

 Buyer Signature Date

K. Caldwell _____
 Seller Signature Date
 City of Bishop/K.Caldwell, Adm

 Seller Signature Date

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 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
 (a) "Agent" means a person acting under provisions of title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (f) "Listing agent" means a person who has obtained a listing of real property through the listing agent. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.
 2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE, SAMPLE ONLY) _____ is the agent of (check one): the seller exclusively; or both the buyer and seller.
 (Name of Listing Agent)

(DO NOT COMPLETE, SAMPLE ONLY) _____ is the agent of (check one): the buyer exclusively; or the seller exclusively; or both the buyer and seller.
 (Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.
 2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 11/12 (PAGE 2 OF 2)

Reviewed by KSC Date 4/2/13

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)



198 MacIver #3

BUYER REPRESENTATION AGREEMENT
Non-Exclusive/Not for Compensation
(C.A.R. Form BRNN, Revised 11/12)

1. **NON-EXCLUSIVE RIGHT TO REPRESENT:** Duane Laser ("Buyer") grants to Coldwell Banker LeeAnn Rasmuson & Assoc ("Broker") beginning on (date) September 3, 2013 and ending upon (i) written notice by either party or (ii) completion of a resulting transaction, whichever occurs first ("Representation Period"), the non-exclusive and revocable right, on the terms specified in this Agreement, to represent Buyer in acquiring real property or a manufactured home as follows:

A. Broker agrees to exercise due diligence and reasonable efforts to fulfill the following authorizations and obligations.

B. Broker will perform its obligations under this Agreement through the individual signing for Broker below or another real estate licensee assigned by Broker, who is either Broker individually or an associate-licensee (an individual licensed as a real estate salesperson or broker who works under Broker's real estate license). Buyer agrees that Broker's duties are limited by the terms of this Agreement, including those limitations set forth in paragraphs 3 and 4.

C. (If checked) **PROPERTY TO BE ACQUIRED:** (1) Any purchase, lease or other acquisition of any real property or manufactured home described as
Location: _____
Other: _____
Price range: \$ _____ to \$ _____

OR (2) The following specified properties only: _____
OR (3) Only the properties identified on the attached list.

2. **AGENCY RELATIONSHIPS:**

A. **DISCLOSURE:** If the property being sought includes residential property with one to four dwelling units, Buyer acknowledges receipt of the "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) prior to entering into this Agreement.

B. **BUYER REPRESENTATION:** Broker will represent, as described in this Agreement, Buyer in any resulting transaction.

C. (1) **POSSIBLE DUAL AGENCY WITH SELLER:** (C(1) APPLIES UNLESS C(2)(i) or (ii) is checked below.) Depending on the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Buyer and a seller, exchange party, or one or more additional parties ("Seller"). Broker shall, as soon as practicable, disclose to Buyer any election to act as a dual agent representing both Buyer and Seller. If Buyer is shown property listed with Broker, Buyer consents to Broker becoming a dual agent representing both Buyer and Seller with respect to those properties. In event of dual agency, Buyer agrees that: (i) Broker, without the prior written consent of Buyer, will not disclose to Seller that Buyer is willing to pay a price greater than the price offered; (ii) Broker, without the prior written consent of Seller, will not disclose to Buyer that Seller is willing to sell property at a price less than the listing price; and (iii) other than as set forth in (i) and (ii) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

OR (2) **SINGLE AGENCY ONLY:** (APPLIES ONLY IF (i) or (ii) is checked below.)
 (i) Broker's firm lists properties for sale: Buyer understands that this election will prevent Broker from showing Buyer those properties that are listed with Broker's firm or from representing Buyer in connection with those properties. In any resulting transaction in which Seller's property is not listed with Broker's firm, Broker will be the exclusive agent of Buyer and not a dual agent also representing Seller.

OR (ii) Broker's firm **DOES NOT** list property: Entire brokerage firm only represents buyers and does not list property. In any resulting transaction, Broker will be the exclusive agent of Buyer and not a dual agent also representing Seller.

D. **OTHER POTENTIAL BUYERS:** Buyer understands that other potential buyers may, through Broker, consider, make offers on or acquire the same or similar properties as those Buyer is seeking to acquire. Buyer consents to Broker's representation of such other potential buyers before, during and after the term of this Agreement, or any extension thereof.

E. **NON CONFIDENTIALITY OF OFFERS:** Buyer is advised that Seller or Listing Agent may disclose the existence, terms or conditions of Buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller.

F. **CONFIRMATION:** If the Property includes residential property with one to four dwelling units, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or coincident with Buyer's execution of a purchase agreement.

3. **BROKER AUTHORIZATIONS AND OBLIGATIONS:**

A. Buyer authorizes Broker to: (i) locate and present selected properties to Buyer, present offers authorized by Buyer, and assist Buyer in negotiating for acceptance of such offers; (ii) assist Buyer with the financing process, including obtaining loan pre-qualification; (iii) upon request, provide Buyer with a list of professionals or vendors who perform the services described in the attached Buyer's Inspection Advisory; (iv) order reports, and schedule and attend meetings and appointments with professionals chosen by Buyer; (v) provide guidance to help Buyer with the acquisition of property; and (vi) obtain a credit report on Buyer.

B. For property transactions of which Broker is aware and not precluded from participating in by Buyer, Broker shall provide and review forms to create a purchase agreement ("Purchase Agreement") for the acquisition of a specific property ("Property"). With respect to such Property, Broker shall: (i) if the Property contains residential property with one to four dwelling units, conduct a reasonably competent and diligent on-site visual inspection of the accessible areas of the Property (excluding any common areas), and disclose to Buyer all facts materially affecting the value or desirability of such Property that are revealed by this inspection; (ii) deliver or communicate to Buyer any disclosures, materials or information received by, in the personal possession of or personally known to the individual signing for Broker below during the Representation Period; and (iii) facilitate the escrow process, including assisting Buyer in negotiating with Seller. Unless otherwise specified in writing, any information provided through Broker in the course of representing Buyer has not been and will not be verified by Broker. Broker's services are performed in compliance with federal, state and local anti-discrimination laws.

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BRNN REVISED 11/12 (PAGE 1 OF 2)

Buyer acknowledges receipt of a copy of this page.

Buyer's Initials DL

Reviewed by _____ Date _____



BUYER REPRESENTATION AGREEMENT NON-EXCLUSIVE/NOT FOR COMPENSATION (BRNN PAGE 1 OF 2)

Agent: Ross Corner Phone: 760.873.4264 Fax: 760.873.4875 Prepared using zipForm® software
Broker: Coldwell Banker/LeeAnn Rasmuson & Assoc 370 West Line Street Bishop, CA 93514

4. SCOPE OF BROKER DUTY:

- A. While Broker will perform the duties described in paragraph 3, Broker recommends that Buyer select other professionals, as described in the attached Buyer's Inspection Advisory, to investigate the Property through inspections, investigations, tests, surveys, reports, studies and other available information ("Inspections") during the transaction. Buyer agrees that these inspections, to the extent they exceed the obligations described in paragraph 3, are not within the scope of Broker's agency duties. Broker informs Buyer that it is in Buyer's best interest to obtain such inspections.
- B. Buyer acknowledges and agrees that Broker: (i) does not decide what price Buyer should pay or Seller should accept; (ii) does not guarantee the condition of the Property; (iii) does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) does not have an obligation to conduct an inspection of common areas or offsite areas of the property; (v) shall not be responsible for identifying defects on the Property, in common areas or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer agrees to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- C. Broker owes no duty to inspect for common environmental hazards, earthquake weaknesses, or geologic and seismic hazards. If Buyer receives the booklets titled "Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants," "The Homeowner's Guide to Earthquake Safety," or "The Commercial Property Owner's Guide to Earthquake Safety," the booklets are deemed adequate to inform Buyer regarding the information contained in the booklets and, other than as specified in 3B above, Broker is not required to provide Buyer with additional information about the matters described in the booklets.

5. BUYER OBLIGATIONS:

- A. Buyer agrees to timely view and consider properties selected by Broker and to negotiate in good faith to acquire a property. Buyer further agrees to act in good faith toward the completion of any Purchase Agreement entered into in furtherance of this Agreement. Within 5 (or) calendar days from the execution of this Agreement, Buyer shall provide relevant personal and financial information to Broker to assure Buyer's ability to acquire Property. If Buyer fails to provide such information, or if Buyer does not qualify financially to acquire Property, then Broker may cancel this Agreement in writing. Buyer has an affirmative duty to take steps to protect him/herself, including discovery of the legal, practical and technical implications of discovered or disclosed facts, and investigation of information and facts which are known to Buyer or are within the diligent attention and observation of Buyer. Buyer is obligated to and agrees to read all documents provided to Buyer. Buyer agrees to seek desired assistance from appropriate professionals, selected by Buyer, such as those referenced in the attached Buyer's Inspection Advisory.
- B. Buyer shall notify Broker in writing (C.A.R. Form BMI) of any material issue to Buyer, such as, but not limited to, Buyer requests for information on, or concerns regarding, any particular area of interest or importance to Buyer ("Material Issues").
- C. Buyer agrees to: (i) indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, attorneys fees and costs arising from any incorrect information supplied by Buyer, or from any Material Issues that Buyer fails to disclose in writing to Broker, and (ii) pay for reports, inspections and meetings arranged by Broker on Buyer's behalf.
- D. Buyer is advised to read the attached Buyer's Inspection Advisory for a list of items and other concerns that typically warrant inspections or investigation by Buyer or other professionals.
- E. Other Brokers: Buyer represents that Buyer has not entered into an exclusive representation agreement with another broker to represent Buyer in acquiring real property or a manufactured home.

6. OTHER TERMS AND CONDITIONS, The following disclosures or addenda are attached:

- A. Buyer's Inspection Advisory (C.A.R. Form BIA-B)
- B. Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
- C. Buyers Material Issues (C.A.R. Form BMI)
- D.

7. ENTIRE AGREEMENT: All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be extended, amended, modified, altered or changed, except in writing signed by Buyer and Broker. In the event that any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any copy, whether by copier, facsimile, NCR or electronic, may be signed in two or more counterparts, all of which taken together shall constitute one and the same writing.

Buyer acknowledges that Buyer has read, understands, received a copy of and agrees to the terms of this Agreement.

Buyer Duane Laser Date 9-3-13
 Address 771 N. Main St #101 City Bishop State CA Zip 93514
 Telephone _____ Fax _____ E-mail _____

Buyer _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Firm) Coldwell Banker LeeAnn Rasmuson & Assoc DRE License # 01050199
 By (Agent) Ross Corner DRE License # 01857809 Date 09/03/2013
 Address 370 W. Line Street City Bishop State CA Zip 93514
 Telephone (760)873-4264 Fax (760)873-4875 E-mail ross.corner@coldwellbanker.com

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 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____





BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA-B, Revised 10/02)

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. In sales involving residential dwellings with no more than four units, Brokers have a duty to make a diligent visual inspection of the accessible areas of the Property and to disclose the results of that inspection. However, as some Property defects or conditions may not be discoverable from a visual inspection, it is possible Brokers are not aware of them. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

- 1. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS: Foundation, roof, plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa, other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property. (Structural engineers are best suited to determine possible design or construction defects, and whether improvements are structurally sound.)
2. SQUARE FOOTAGE, AGE, BOUNDARIES: Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. (Professionals such as appraisers, architects, surveyors and civil engineers are best suited to determine square footage, dimensions and boundaries of the Property.)
3. WOOD DESTROYING PESTS: Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms and other infestation or infection. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. A registered structural pest control company is best suited to perform these inspections.
4. SOIL STABILITY: Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage. (Geotechnical engineers are best suited to determine such conditions, causes and remedies.)

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BIA-B REVISED 10/02 (PAGE 1 OF 2)

Buyer's Initials (X) ()
Broker's Initials () ()

Reviewed by ___ Date ___



BUYER'S INSPECTION ADVISORY (BIA-B PAGE 1 OF 2)

Agent: Ross Corner Phone: 760.873.4264 Fax: 760.873.4875 Prepared using zipForm® software
Broker: Coldwell Banker/LeeAnn Rasmuson & Assoc 370 West Line Street Bishop, CA 93514

5. **ROOF:** Present condition, age, leaks, and remaining useful life. (Roofing contractors are best suited to determine these conditions.)
6. **POOL/SPA:** Cracks, leaks or operational problems. (Pool contractors are best suited to determine these conditions.)
7. **WASTE DISPOSAL:** Type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
8. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components.
9. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants). (For more information on these items, you may consult an appropriate professional or read the booklets "Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants," "Protect Your Family From Lead in Your Home" or both.)
10. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood. (A Geologist or Geotechnical Engineer is best suited to provide information on these conditions.)
11. **FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies. (An insurance agent is best suited to provide information on these conditions.)
12. **BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. (Such information is available from appropriate governmental agencies and private information providers. Brokers are not qualified to review or interpret any such information.)
13. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants; and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements. (Government agencies can provide information about these restrictions and other requirements.)
14. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. (Local government agencies can provide information about these restrictions and other requirements.)
15. **NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

Buyer acknowledges and agrees that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Broker each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

x Duane Laser 9-3-13
 Buyer Signature Date

 Buyer Signature Date

Real Estate Broker (Firm) Coldwell Banker LeeAnn Rasmuson & Assoc DRE License # 01050199

By Ross Corner DRE License # 01857809 Date 09/03/2013
 Ross Corner

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Reviewed by _____ Date _____



TO: CITY COUNCIL

FROM: KEITH CALDWELL, CITY ADMINISTRATOR KSC

SUBJECT: Council Letter to Caltrans – Encroachment Permits for Special Events

DATE: September 9, 2013

Attachments:

- Draft Letter to Caltrans

BACKGROUND/SUMMARY

Councilmember Stottlemire has requested that City Council consider a letter to Caltrans providing flexibility, in the Encroachment process and traffic control, as it relates to special events.

RECOMMENDATION

Council consideration to send the draft letter to Caltrans to allow flexibility in requirements related to traffic control during special events, with or without modifications.



CITY OF BISHOP

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City Hall 760-873-5863 Public Works 760-873-8458
Fax 760-873-4873

September 9, 2013

Malcolm Dougherty
Caltrans Director
Caltrans
P.O. Box 942873
Sacramento, CA 94273-0001

Dear Malcolm Dougherty:

On behalf of the City of Bishop City Council, it is our understanding that Caltrans may begin requiring special event traffic control to be handled by licensed contractors as part of the Encroachment Permit process. This requirement would create a financial burden for local communities which are tourist based and who thrive from holiday parades along state highways. Eastern Sierra communities will be particularly impacted by this new requirement. As we seek to strengthen our local economies, it is critical these community based events continue so we are requesting you strongly consider no further requirements on Encroachment Permits in order to support our ongoing community events.

Eastern Sierra communities are dependent upon tourism. Holiday parades are important events which create needed economic activity and build our communities. These parades and other events are “grass roots” events, organized by volunteers or local service clubs. They are signature events and have defined our communities for many decades and in some cases over a century. For example, the Mule Days Parade in Bishop just completed its 44th successful event and the 4th of July Parade in Bridgeport hosted its 151st year event this year. These events bring tens of thousands of visitors to the region and involve both the local host community and the region. These events are the life blood of economic activity.

We fully understand and appreciate Caltrans’ role through the Encroachment Permit Process to ensure safe stewardship of the public highway as well as legitimate public use. We further appreciate the partnership with Caltrans in granting these permits and your efforts to balance local community requests with safe, reliable public traveling.

Additional permit requirements requiring local traffic control plans be stamped by a licensed engineer and implemented only by a licensed contractor will create an unnecessary financial burden for local communities. Our events are small with extremely small budgets carried out by volunteers. If these requirements are implemented, particularly the one for licensed contractors, these events could easily fold due to costs.

Many of our events have been put on for decades without incident or problem for state highway traffic. This is because of community involvement, dedication of local volunteers, and our ability to work with local Caltrans staff to meet the critical safety concerns.

If Caltrans finds these new permit requirements should be implemented, we ask that you include provisions to allow flexibility in rural areas such as the Eastern Sierra.

Thank you very much for your consideration.

Sincerely,

Laura Smith, Mayor
City of Bishop

cc: Eastern Sierra Council of Governments
Assemblyman Frank Bigelow
Senator Ted Gaines
Tom Hallenbeck, District 9 Director
Regional Council of Rural Counties