

Bishop Creek Water Association  
Annual Meeting Agenda  
January 26, 2026  
7:00 pm

1. Opening, Introductions, and Quorum
2. Acceptance of January 13, 2025, Monthly Board Meeting Summary
3. Snowpack, Precipitation, and Bishop Creek Flow and Storage Report
4. 2025 Annual Report
5. 2025 Financial Report
6. Approval of 2026 Budget
7. Consideration of revisions to BCWA By-Laws
8. Election of Trustees (terms of Mark Frumkin and Merry Armstrong have expired)
9. New Business
  - a) Other (Members in Good Standing)
10. Next Meetings: Monthly Board – Tuesday, March 10, 2025, at 7:00 p.m. at JLCC  
Annual – Monday, January 25, 2027, at 7:00 pm
11. Adjournment

Bishop Creek Water Association  
Monthly Meeting Summary  
January 13<sup>th</sup>, 2026  
7:00 pm

**1. Opening and Introduction**

BWCA monthly Board meeting was called to order at 7:06 pm. Trustees in attendance: Gene Coufal, Merry Armstrong, Mark Frumkin, Eric Tillemans and Don Kunze. Watermaster Indigo Ganoung was present.

**2. Acceptance of the December 9<sup>th</sup> 2025 Monthly Board Meeting Summary**

The December 9<sup>th</sup> monthly Board meeting summary was accepted as written.

**3. Approval of the December 2025 Financial Report**

The December Financial Report was unanimously approved. USBank still owes the BCWA \$160.00

**4. Bishop Creek Precipitation, Flow and Storage Report**

The Bishop Creek drainage currently stands at 121% of normal precipitation to date. SCE is maintaining flow at approximately 60 cfs at Plant 6.

**5. Discussion regarding Proposed 2026 Budget:**

Mark presented the 2026 Proposed BCWA Budget, which includes expenses totaling \$92,800. Mark will make some minor edits to the budget based on the discussion and prepare a final proposed budget for the annual meeting.

**6. Nominating Committee – terms expiring: Mark Frumkin and Merry Armstrong:**

Don Kunze and Gene Coufal will serve as the Nominating Committee for the upcoming terms.

**7. Water Rights Filing**

Gene will work with LADWP to get numbers together for the annual filing (due date is January 31).

**8. BCWA By-Laws Revision (attachment)**

The Board reviewed proposed language changes/additions to the By-Laws and suggested some small edits. The revised language will be presented for approval by membership at the annual meeting.

**9. Old Business**

a. Street Culverts

- i. Inyo County Road Department Position regarding Plugged/Deteriorated Street Culverts: The packet includes the final approved MOU with the County.
- ii. Culvert Obstruction/Blockages at:

- o Now that the MOU is signed off the street culvert blockage at 3068 Laurel Rd will be first issue that the BCWA will want to address with ICRD.
- b. Failing Check Structure in North Fork of Bishop Creek at Vista Check: The temporary patch to the structure from last fall has been holding up well. After taking a closer look at the situation, in order to do the fix, the structure right, it's going to take more engineering and preparation than originally thought. This work will be rescheduled for a later date.
- c. Sierra Highway Widening Project: A letter notice has been sent to members that will be affected by this work. As more information on the schedule becomes available it will be posted on the website.
- d. Leakage from Watterson Area onto LADWP: As adjacent property owners LADWP will approach neighbors that have ditch water leaking on to DWP property to get the leakage stopped. If that does not rectify the problem, then the BCWA will get involved.
- e. Ditch Relocation at NW Corner of Carol Ln (Parcel no 011-510-27): No change
- f. Collection of Past Due Assessments: A report on the 75 property parcels that are currently not paid up to date on their assessments was attached to the packet. The Board will send out a letter to the top 30 non-paying members concerning past due assessment after the changes to the By-Laws are approved (see item 8).
- g. Ditch Diversion Box Repair/Rebuild Project: Nothing new to report.
- h. Bishop Tribe BCWA membership? Nothing new to report.

10. Watermaster Report

Indigo received 22 calls and 22 text messages.

11. New Business

- a. None

12. Next Meetings

- a. The Annual Board meeting will be held on January 26<sup>th</sup>, 2026, at 7:00 p.m. at the Inyo County Board of Education Facility, Lozito Conference Center (GLCC), 166 Grandview Dr., Bishop.
- b. The next monthly Board meeting will be March 10, 2026 at the GLCC.

13. Adjournment

The meeting was adjourned at 8:27 p.m.

Respectfully Submitted,

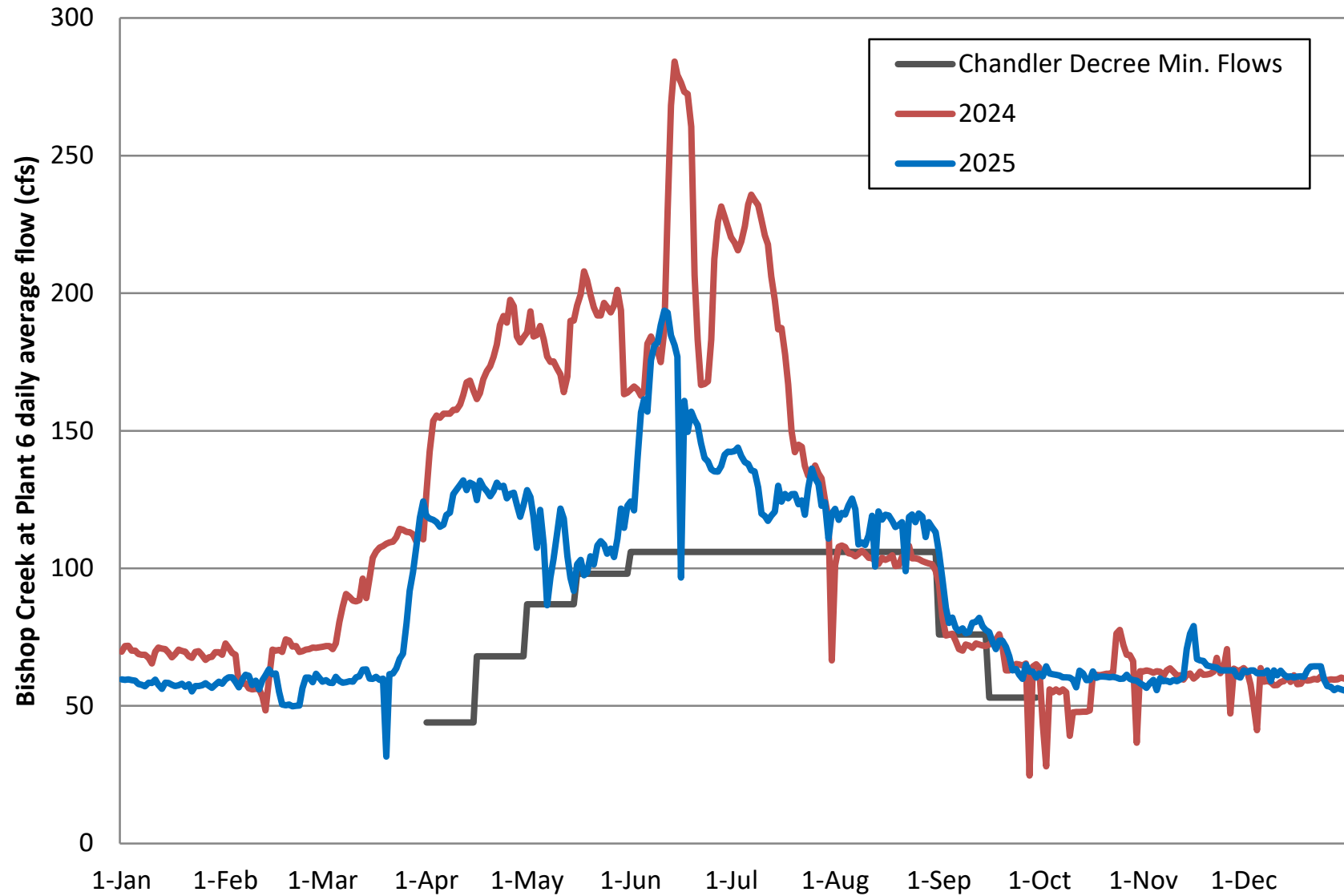


Eric Tillemans

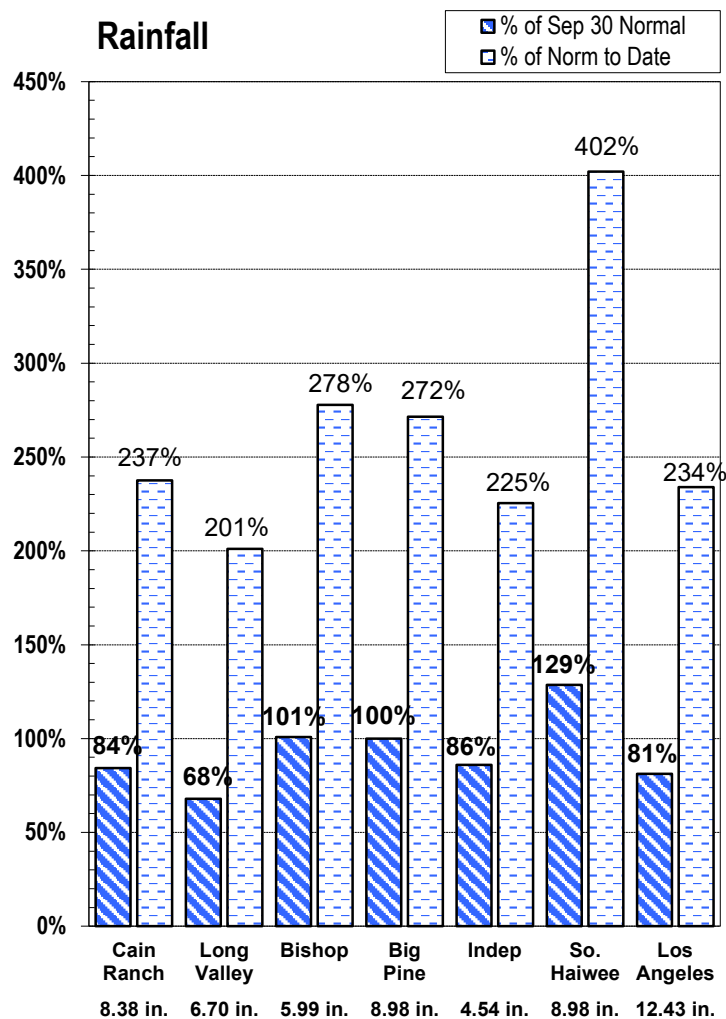
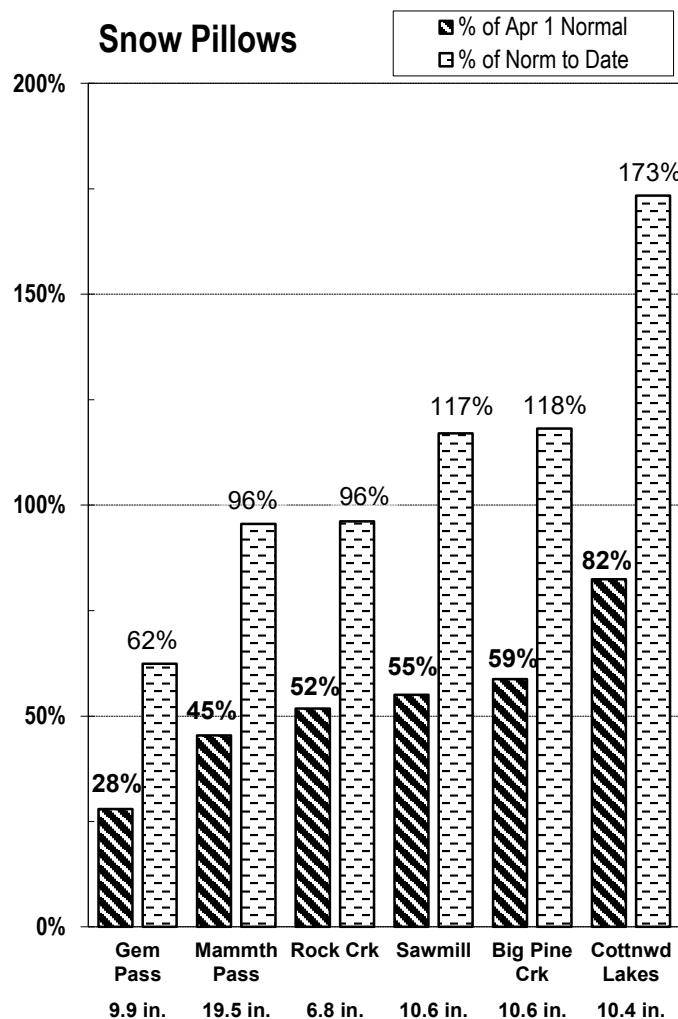
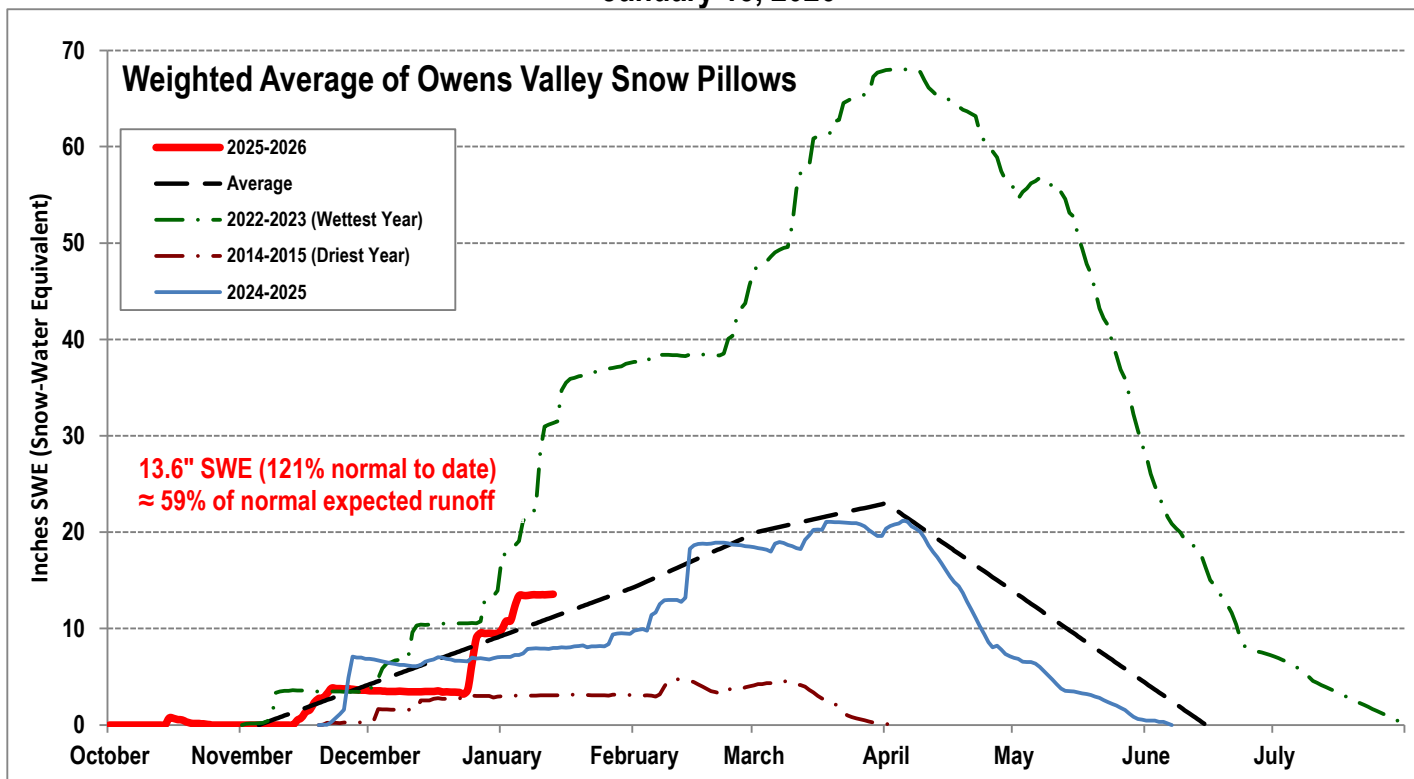
Secretary

Bishop Creek Water Association

## Bishop Creek Flows at Plant 6



# EASTERN SIERRA CONDITION REPORT January 13, 2026



\* Percent of normal expected runoff assumes no more snow accumulation through April 1st

Bishop Creek Water Association  
2025 Financial Report

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	YEAR
BEGINNING SAVINGS BALANCE	74,736.54	74952.65	75148.38	60360.09	60528.99	73218.94	89347.56	91890.80	96128.87	96394.56	96671.98		
BEGINNING CHECKING BALANCE	10,878.86	6731.40	4131.96	16265.63	24257.62	20883.08	18143.11	13670.62	11368.01	8909.85	5854.34		
CUSTOMER DEPOSITS TO CHECKING	392.00	544.00		19598.00				314.10					
WORKERS COMP REFUND													
CUSTOMER DEPOSITS TO SAVINGS					125787.50	16060.78	2288.00	4023.40	681.00	634.00			
INTEREST INCOME TO SAVINGS	216.11	195.73	211.71	168.90	177.70	232.51	260.34	272.92	265.69	277.42	238.51		
<b>TOTAL DEPOSITS</b>	<b>608.11</b>	<b>739.73</b>	<b>211.71</b>	<b>19766.90</b>	<b>125965.20</b>	<b>16293.29</b>	<b>2548.34</b>	<b>4610.42</b>	<b>946.69</b>	<b>911.42</b>	<b>238.51</b>		
TRANSFER FROM SAVING			15000.00								10000.00		
<b>EXPENSES</b>													
WATERMASTER PAY	1927.82	1927.82	1880.67	1832.25	2605.02	1901.61	1736.68	1736.68	868.34	1627.61	1736.68		
TRUCK ALLOWANCE	450.00	450.00	225.00	450.00	675.00	225.00	450.00	450.00	225.00	337.50	450.00		
WATERMASTER VACATION PAY	726.15												
WATERMASTER PHONE	81.09	81.07	81.03	81.05	80.84	80.84	95.78	95.78	95.78	81.00	81.00		
PAYROLL TAXES - IRS	1132.60			970.79			1274.20			1134.15			
PAYROLL TAXES - STATE	120.87						209.33			175.00			
PAYROLL - TAXES UNEMPLOYMENT	100.93			177.67									
STATE FUND - WORKERS COMP INS.		578.05		327.75				327.75		327.75			
CAL RURAL SPECIAL DISTRICT INS.				6636.00									
HOLLAND & ALLRED CPA'S			673.13			664.85			1886.04				
USPS - STAMP/ BOX RENT				657.00			210.00						
PRINTING						294.17							
LEGAL FEES		100.00											
WEBSITE & ZOOM							490.00						
Cal Rural Water Assoc - dues				265.00									
Misc.				202.00					57.50				
DITCH COLVERT FACILITY REPAIR/ MAINT.													
BANK CHARGES		6.50	6.50	6.50	72.75	170.77	6.50	64.75	6.50	6.50	6.50		
DINNER													
BROWN'S					7.18								
<b>TOTAL EXPENSES</b>	<b>4539.46</b>	<b>3143.44</b>	<b>2866.33</b>	<b>11606.01</b>	<b>3440.79</b>	<b>3337.24</b>	<b>4472.49</b>	<b>2674.96</b>	<b>3139.16</b>	<b>3689.51</b>	<b>2274.18</b>		
ENDING CHECKING BALANCE	6731.40	4131.96	16265.63	24257.62	20883.08	17545.84	13670.62	11368.01	8909.85	5854.34	13580.18		
ENDING SAVING ACCT. BALANCE/CD'S	74,952.65	75,148.38	60360.09	60528.99	73218.94	89,347.96	91890.80	96128.87	96394.56	96671.98	86910.49		
<b>TOTAL BANK BALANCE</b>	<b>81684.05</b>	<b>79280.34</b>	<b>76625.72</b>	<b>84786.61</b>	<b>94102.02</b>	<b>106893.80</b>	<b>105561.42</b>	<b>107496.9</b>	<b>105304.41</b>	<b>102526.3</b>	<b>100490.7</b>		
<b>A/R</b>	<b>0-30</b>	<b>31 - 60</b>	<b>61 - 90</b>	<b>&gt;90</b>									
				11579.52									

1/8/2025

# ARTICLES

and

# By-Laws

Bishop Creek Water Association

Of March 1969 and as Amended on: January 27, 1992;  
January 31, 1994; January 26, 2015; March 4, 2015;  
April 14, 2015; March 1, 2016; and January 26, 2026

**January 2026**

ARTICLES OF ASSOCIATION OF  
BISHOP CREEK WATER ASSOCIATION  
OF MARCH 23, 1962 AND AS AMENDED FEBRUARY 3, 1969,

WHEREAS in 1905 the Bishop Creek Water Association was formed by the users and appropriators of the waters of Bishop Creek for use on lands located on the Bishop Cone in the County of Inyo, State of California, for the purpose of protecting their rights to the waters of said Bishop Creek and to apportion said waters among the several users; and

WHEREAS in order to determine the rights to said waters of Bishop Creek to which said Association members and said users and appropriators of said waters were entitled, an action was brought and determined thereof had, under a judgement commonly known and referred to as the Chandler Decree; and

WHEREAS The City of Los Angeles, in order to provide a municipal water supply for use in The City of Los Angeles, purchased over 80% of said lands and water rights, together with the rights to the use of the main canals to transport said water and has since said purchase maintained said canals to transport said water for its own use and for the use of other landowners on the Bishop Cone entitled to their respective share of said waters of Bishop Creek; and

WHEREAS the Bishop Creek Association since the said purchase of said lands and water rights by the said City has for many years restricted its operations to regulating the equitable diversion of the said water from said main canals to the said lands of the members of the Association; and

WHEREAS since said Chandler Decree adjudicating the said waters of Bishop Creek and the said diversions by the Association of said waters from the main canals, the members of this Association believe that the best interests of all would be served by amending said Articles of the Association so as to conform to the changed conditions;

NOW, THEREFORE, the undersigned owners of over half of said lands on the Bishop Cone described in the said Chandler Decree and shown on Exhibit "A" attached hereto and entitled to over half of the said waters adjudicated to said lands, agree that said Articles of this Association shall be amended and adopted as follows:



We, the undersigned, users of water and appropriators of water in that certain stream known as Bishop Creek, and owners of lands defined in an instrument referred to herein as the Chandler Decree, and shown on Exhibit "A" hereof, which decree allots the waters of Bishop Creek to the owners of said lands, said lands being situated in the County of Inyo, State of California, do hereby associate ourselves under the name of "BISHOP CREEK WATER ASSOCIATION" and in consideration of the benefits to be derived from said association mutually agree to and adopt the following articles of association, by-laws and rules.

**FIRST:** The Association shall in its associate capacity protect the joint and several rights of the members thereof in and to the use of the water of the said Bishop Creek as said water is allocated by said

Chandler Decree, including the diverted waters of Birch Creek and shall provide for the delivery of said waters of Bishop Creek, including the diverted waters of Birch Creek for the use of the members of this Association from the main canals shown on said Exhibit "A", through lateral canals and ditches in the manner and to the extent hereinafter provided.

**SECOND:** To equitably apportion between and among the members of this Association the said waters of Bishop Creek, including the diverted waters of Birch Creek, as said flow is allotted under the aforementioned Chandler Decree and the report of referee upon which said decree is based.

**THIRD:** To levy assessments upon each member for such sums and at such times as may be required to carry out the purposes of the Association, and to enforce the collection of said assessments.

**FOURTH:** To determine the eligibility to membership in this Association, and adopt rules for the expulsion of members therefrom and the levying of fines and collection of same, for violation of any of the rules and agreements of this association.

**FIFTH:** To adopt by-laws and rules to govern the affairs of the Association, and to elect officers and prescribe their duties and terms of office.

**SIXTH:** The Trustees of this Association shall have power to exchange water, where such exchange will be of benefit to the members of the Association and will not injure any members of this Association. For the purpose of carrying out the foregoing objects of this Association, and in consideration of the benefits to be derived therefrom as individuals and collectively, we do hereby jointly and severally agree to and adopt the following rules and by-laws for the government thereof.

**BISHOP CREEK WATER ASSOCIATION**  
**BY-LAWS AND RULES**

**ARTICLE I**

**Section 1**

The authority and power of this Association shall be vested (except as otherwise provided herein) in a board of five trustees (Board) who shall be members of this Association, or duly appointed and designated representatives of members of this Association, a majority of whom shall constitute a quorum for the transaction of all business.

**Section 2**

The trustees shall be elected by ballot immediately upon the adoption and signing of these articles of association, rules and by-laws, and thereafter two trustees shall be elected at the annual meeting of the members of the association to be held on the last Monday in January of each even-numbered year, and three trustees shall be elected at the annual meeting to be held on the last Monday in January of each odd numbered year; said meetings to be held at Bishop, California.

Each trustee shall serve for the term of two years or until a successor is elected, the term of office of each trustee shall commence immediately following his election.

Election of trustees shall be by ballot and each member of the Association shall have the right to cast at least one vote.

A member of the Association shall be a landowner (joint owners shall be entitled to one membership), and each such member shall have the right to cast at least one vote. Owners of multiple parcels, but not meeting the 10-acre threshold for assessment, will have the right to cast one vote for each parcel owned and be assessed at the minimum annual assessment charge for each parcel owned.<sup>7</sup> Each landowner owning more than one (1) acre shall be entitled to one vote for each sum equal to the minimum annual assessment charge paid by such member, that is to say each member shall be entitled to one additional vote each time the acreage assessment equals the minimum annual charge, provided, however, that no one member, regardless of the acreage owned, shall have the right to cast more than two fifths (2/5) of the total vote of all members present at any such meeting, except as hereinafter provided in Article XII. The majority landowner, or the owner of the greatest acreage, may be represented by no more than one member on the five-member board of trustees, but shall be represented by at least one member.

All yellow should have a superscript 7 and a footnote <sup>7</sup>Amended 1/26/26"

### **Section 3**

Vacancies on the board of trustees shall be filled by a special election to be held after five days' notice being given, by mailing to each member of the Association a notice of the time, place and purpose of said meeting.

## **ARTICLE II – POWERS OF TRUSTEES**

### **Section 1**

The trustees may call special meetings of the members of the Association when they deem it necessary, and they shall call a meeting at any time on the written request of ten members of the Association or on the written request of one member of the board of trustees.

### **Section 2**

They may employ, appoint and remove at pleasure any officer, agent, or employee of the association; prescribe their duties, fix their compensation and require from them security for faithful service, should the same be deemed necessary and proper.

### **Section 3**

They shall appoint all committees not otherwise provided for herein: shall have full charge, management and control of the business and affairs of the association, with power to enter into contracts for and on behalf and in the name of the association, and to receive and pay out money as provided herein; and have any and every power necessary to carry out the true intent and purposes of this association for the benefit of the membership thereof, individually and collectively.

## **ARTICLE III -OFFICERS OF THE ASSOCIATION**

### **Section 1**

The officers of this association shall consist of a President, a Secretary, and a Treasurer<sup>1</sup>, to be elected by the Board of Trustees from among their number, at the first regular meeting of said board after the general election of said trustees.

### **Section 2**

If at any time any officer shall be absent or unable to act, the Board may appoint some other member to act in his place and stead, in whom (for the time being) shall be vested all the duties, powers and functions of the office.

<sup>1</sup>Amended 3/4/2015

## **ARTICLE IV- DUTIES OF OFFICERS**

### **PRESIDENT**

#### **Section 1**

The President shall serve without compensation and shall preside over all meetings of the member and trustees, and shall have the casting vote.

#### **Section 2**

He shall sign, as President, all contracts and other instruments of writing which have been first approved by the Board of Trustees, and draw all warrants on the Secretary- Treasurer for the payment of money.

#### **Section 3**

He shall call the trustees together whenever he shall deem it necessary, by giving each member thereof one day's personal notice, or by depositing in the post office, properly stamped and addressed, a notice of said meeting to each trustee at least three days before the date set for said meeting.

## **ARTICLE V- SECRETARY- TREASURER<sup>1</sup>**

#### **Section 1**

The Secretary shall keep a correct record of the proceedings of the board of trustees and of the meetings of the members. The Treasurer shall keep proper books of account of the business and financial affairs of the association; collect all assessments, and sign all checks and warrants.

#### **Section 2**

It shall be the Secretary's duty to preserve all records, maps, agreements and data placed in his charge by the Association, and render a statement of the affairs of the association at any regular meeting of the members or at any meeting of the board of trustees.

#### **Section 3**

The Secretary shall serve all notices required to be served in the management of this association, as provided in the by-laws and rules.

<sup>1</sup>Amended 3/4/2015

#### **Section 4**

The Treasurer shall safely keep all funds of the association and pay them out only on an order of the President.

#### **Section 5**

The Treasurer shall furnish a statement of the financial affairs of the association at all regular meetings of the members, or at any meeting of the trustees, when requested so to do.

### **ARTICLE VI – MEETINGS**

#### **Section 1**

The annual meetings of the members of this association shall be held on the last Monday of January of each year at Bishop, California and shall be called by the Secretary<sup>1</sup> mailing a notice thereof to each member at least ten days before said meeting.

#### **Section 2**

Special meetings of the members of the association shall be called by the President when authorized by the trustees, or upon written request of ten members. Said special meetings shall be called by the Secretary<sup>1</sup>, under the direction of the President, mailing to each member of the association a notice thereof at least five days before the time of said meeting.

### **ARTICLE VII- QUORUM**

#### **Section 1**

No meeting of the members of the Association shall be competent to transact business unless at least ten members are present, except to adjourn from day to day or until such time as may be deemed proper.

### **ARTICLE VIII- MEMBERSHIP**

#### **Section 1**

Any owner of land included as defendant lands, shown on Exhibit A, described in Paragraph 1 of the Chandler Decree, same being an Instrument filed for record on January 27, 1922, as B- 61 Equity, a decree signed by Judge Benjamin F. Bledsoe, may become a member of this Association by application to the Bishop Creek Water Association, or by ratifying and signing the Articles of Association and these by-laws and rules and conforming to the requirements thereof

<sup>1</sup>Amended 3/4/2015

## **Section 2**

Any owner of real property whose property is traversed by, borders on, or has access to any stream, canal, or ditch carrying the water of Bishop Creek, and located within the boundaries as shown on Exhibit A, shall automatically be a member of this Association and shall be entitled to the benefits and burdened by the duties imposed herein. Any question of membership shall be referred to the Arbitration Committee,<sup>6</sup> shall be binding upon all parties.

## **Section 3**

Any member of this association not complying with the provisions contained in the by-laws and rules, may be denied the services of this organization. A non-compliant member shall be provided by the Watermaster or a Board member, with a written notice stating the violation and providing a reasonable time limit for the non-complaint member to cure all violations. In the event the member fails to timely cure all violations, the Watermaster or a Board member may take all actions available at law including without limitation issuing fines and suspending water service.

The BCWA Watermaster and Board members shall have the right to ingress and egress to member property at reasonable hours (or in case of emergency) with advance notice (except in the case of an emergency) for the purpose of inspection, measurement, flow adjustment, repair, or performing other such duties as maybe necessary to secure compliance with the provisions of these By-Laws. The BCWA Watermaster or a Board member will attempt to notify members or occupants where access is necessary.

When a member has a valid complaint or grievance, it shall be referred first to the Watermaster, and if not resolved by the Watermaster, then referred to the Board.

## **ARTICLE IX- DIVISION AND USE OF WATER**

### **Section 1**

Immediately upon the adoption, signing and ratification of the By-Laws and Rules by the members of this association, a committee of at least three (3) members and not more than five (5) members, to be known as the "Committee on Water and Arbitration" shall be appointed by the board of trustees to serve a term of one year. Vacancies on said committee shall be filled by appointment by the Board of Trustees.

### **Section 2**

It shall be the duty of said Committee on Water and Arbitration to ascertain as nearly as possible the names of all individuals claiming to be entitled to the use of water from Bishop Creek and the diverted waters from Birch Creek to Bishop Creek for domestic or irrigation purposes, together with such further information as can be obtained that will assist said committee in apportioning to each member of this association a fair, equitable and proportionate amount of water of said Bishop Creek and the diverted waters of and from Birch Creek.

### **Section 3**

Said committee shall, based on said Chandler Decree, estimate the proportionate amount of water from Bishop Creek to which each member of the association is entitled, and the length of time during the season (March 16 through October 15 inclusive) to which he is entitled to use the same. The seven month season of March 16 to October 15 inclusive is the season wherein the association in its associate capacity has the responsibility for water management.

<sup>6</sup>Amended 3/1/2016

#### **Section 4**

Each member shall keep his ditches free and clear of debris (sand, silt, rocks, grass, weeds, and trash) so that water, including waste water, may move for the beneficial use of members below. No structure or permanent improvements such as concrete, retaining walls, immovable fences, irrigation pipes, et al shall be installed or constructed in such a way to impede or restrict ditch flows. Provided that the property owner does not remove obstacles or impediments as requested by the BCWA, the BCWA's cost for removing such impediments will be applied to the member's account.

#### **Section 5**

In the event the equitable distribution of water is impeded or interfered with causing flooding, wastage or other detriment to the flow of water to occur by reason of the refusal, inability or neglect of any member or members to remedy the same, the association may, after due notice, have the remedial work performed and the responsible member or members shall be billed therefor, at the cost of the work and it will be applied to the member's account.

### **ARTICLE X- TURNING WATER OUT OF CREEK**

#### **Section 1**

The trustees of this association are empowered and authorized to employ one or more men as needed to divert from the main canals said waters for the use of the members of this association and to divide the same between the members hereof as nearly as may be in the proportion set forth in the report of the Committee on Water and Arbitration.

#### **Section 2**

No Member shall divert any water from the said main channels or in any way interfere with the boxes or headgates placed therein; but if water is needed for irrigating purposes, the member so needing the water shall give the man employed by trustees to divide said water at least three days' notice of the time and place of using same. The man in charge shall thereupon provide for the required amount of water, if possible, at the proper time. Any person who trespasses and/or causes damage will be liable for all cost of repair and replacement and may be subject to fines and all available remedies at law.

The BCWA Watermaster and Board members shall have the right to ingress and egress to member property at reasonable hours (or in case of emergency) with advance notice (except in the case of an emergency) for any purpose reasonably related to the distribution of Bishop creek water. The BCWA Watermaster or a Board member will attempt to notify members or occupants where access is necessary. Members hereby indemnify and hold the Association, the Watermaster, and Board members, and their agents and employees, harmless from any and all costs, damages, claims or liability of any kind arising out of entry onto member property pursuant to these By-Laws.

### **Section 3**

All boxes, headgates or diversion works diverting water from any main ditch or channel, regardless of by whom installed, shall for all water control purposes be deemed and considered the property of the association. The association reserves the right to exclusively control and regulate water at all boxes, regardless of by whom the same may have been installed, except for the control devices used exclusively by the City of Los Angeles or other users on ditches, channels, etc. not regulated for the benefit of the general membership. Any of the above identified BCWA water distribution facilities may be maintained, repaired or replaced by the BCWA in its sole discretion and without consent or interference of the member, owner, or occupant of the property.

### **Section 4**

The BCWA shall not be liable, and all members shall hold BCWA harmless, for damage which may result from an interruption in ditch flow or flooding due to system operations, maintenance, repair or from a cause beyond the control of the BCWA except in the case of BCWA's gross negligence or willful misconduct. The BCWA will strive to provide advance notice of planned non-emergency or controlled interruptions in normal ditch flows.



## **Article XI – PONDS AND STREAM FLOWS<sup>2</sup>**

1. All new ponds must be approved by the BCWA board.
2. All new ponds must be: made to reasonable size; no more than 5 ft deep; and lined with clay, a shale/clay mix, or another impermeable barrier material.
3. All new ponds must have a bypass capable of carrying the full flow of the feeding ditch when ponds need to be shut off.
4. All existing ponds, when drained or being cleaned, are to be lined with clay, a shale/clay mix, or another impermeable barrier material; shall not have a depth more than 5 feet; and a bypass constructed if one does not already exist.

## **ARTICLE XII- RESPONSIBILITIES AND PRACTICES<sup>3</sup>**

### **Section 1- General**

These RESPONSIBILITIES AND PRACTICES are guidelines adopted by the Bishop Creek Water Association (BCWA) to implement the BCWA Bylaws. Whereas the Bylaws are a sort of constitution of the BCWA, these RESPONSIBILITIES AND PRACTICES are intended to be guidelines under which the BCWA and its members can operate day-to-day.

### **Section 2- Responsibilities and Practices**

The responsibilities and practices to be followed by the BCWA and its members are listed below. When possible, the applicable part of the Bylaws is noted in parenthesis.

1. If your property is on the "Bishop Cone" (defined in part in the 1922 Chandler Decree) and is traversed by, or borders on, Bishop Creek or a ditch that carries water from Bishop Creek (Article VIII, Section 2), then you are automatically a member of the BCWA. An exception to this is if your property is in Section 36, T6S, R32E and receiving water from the Girard Ditch (land formerly irrigated with water from Birch Creek).
2. The BCWA is responsible for: a) the distribution of water to the main ditches carrying Bishop Creek Water; and b) the protection of water rights on Bishop Creek.
3. As a homeowner and member of the BCWA you are responsible for the impact of your own action or lack of action in managing water flowing on your property.

<sup>3</sup>Amended 1/31/1994

<sup>2</sup>Amended 4/14/2015

4. As a member of the BCWA you are responsible to maintain the ditches and pipes on your property. This maintenance includes the removal of weeds, leaves, and trash (Article IX, Section 4)
5. If you do not properly maintain the ditches and pipes on your property, the BCWA may arrange to have the work done at your expense (Article IX, Section 5)
6. Be aware that many factors, including runoff, freezing, irrigation patterns, and fall leaves, can significantly affect the amount of water flowing to your property. You should expect the flow in your ditches to vary, and your ditches and pipes should be sized, designed, and maintained to carry the maximum possible flows without flooding.
7. In order to address ongoing issues with clogged culverts, members owning property immediately upstream of street culverts carrying Bishop Creek water must install a grate at the culvert inlet and keep it free and clear of debris and obstructions. Members owning property immediately downstream of street culverts carrying Bishop Creek water need to maintain a clear unobstructed channel at the culvert outlet. Should the BCWA identify any property that is not adequately grated at an inlet to a street culvert to keep excess debris from entering the culvert or should the BCWA identify any property where an outlet has a flow impediment or obstruction, and the street culvert becomes plugged, the property owner will be held solely responsible for clearing the street culvert. If members fail in their responsibilities, the BCWA has the right to perform the work itself and pass the cost of clearing the culvert to the property owners BCWA account (Article IX, Sections 4 and 5).
8. All boxes, headgates, or diversion works diverting water from main streams, canals, and ditches on the Bishop Cone that carry Bishop Creek Water are the property of and are managed by the BCWA (Article X, Section 3), except those used exclusively by the City of Los Angeles.
9. Only the Watermaster is authorized to change settings of BCWA headgates and diversion boxes (Article X, Section 2). Requests for adjustments in water diverted should be made to the Watermaster with advance notice (Article X, Section 2).
10. It is easy to disrupt other BCWA members use or enjoyment of the water when you irrigate your property. Coordinate with the BCWA Watermaster before you change your irrigation practices. Allow as much water as you can to continue down the ditch to other members. Definitely allow enough water to keep fish alive in downstream ponds and ditches.
11. Before you re-route an existing ditch, construct a pond, or divert water into a newly constructed ditch on your property, the BCWA Trustees need to review the plans to ensure that they are consistent with the BCWA Articles and Bylaws.
12. After you re-route a ditch or construct a new ditch, the water needs to be discharged at your property line at the same place and elevation, and with the same flow characteristics it had prior to the re-routing or diversion.
13. A newly constructed pond needs to be lined to reduce percolation loss.

14. Any re-routed primary ditch on your property needs to have a 10- foot wide easement dedicated to the BCWA.
15. In general, open ditches are preferred over pipes and other closed conduits because they are easier to maintain.
16. Ditches require less maintenance if they are designed to pass rather than trap debris sand and leaves.
17. The preferred configuration for ponds include a ditch that bypasses the pond so that all of the water in the primary ditch does not go through the pond. This configuration provides better flow characteristics in the ditch system and can reduce the amount of debris that enters the pond.
18. Water conflicts between neighbors should be resolved between the neighbors. If it becomes clear that you are unable to resolve a water conflict with a neighbor on your own, the conflict can be brought before the BCWA Board of Trustees for mediation and resolution.

## **ARTICLE XIII- ARBITRATION**

### **Section 1**

If at any time any question or dispute arises between any members of this association as to their respective rights to use of said water, under the By-Laws and Rules herein, such question or dispute shall be submitted to the **Watermaster Committee on Water and Arbitration** for the purpose of deciding and adjusting the same. A decision of the **Watermaster Committee on Water and Arbitration** may be appealed to the Board of Trustees.<sup>4</sup> The decision of **said committee, or the Board of Trustees (If appealed),<sup>4</sup>** shall be final and binding upon the respective parties, provided that the maximum use shall not exceed **a** quantity of water in excess of three (3) acre feet per acre.

## Section 2

This Association shall not be or become responsible for the costs and expenses of any litigation over the right to use water in Bishop Creek and the diverted waters of Birch Creek.

<sup>4</sup>Amended 4/14/2015

## ARTICLE XIV- ASSESSMENTS

### Section 1

The necessary funds to pay all expenses incurred by the association shall be raised as follows: The President, after his election, shall appoint a committee of five (5) members to be known as the Financial Committee, whose duty it shall be, soon after appointment and before the first Monday of January of each year, to make an estimate of the amount of money required to pay the expenses of the association for the ensuing fiscal year, and to the apportion said total amount as follows:

1. A minimum annual charge of not less than \$6.00 shall be assessed to each member of the Association: and
2. The balance of the amount necessary to pay said expenses of the association, which balance shall not exceed 60% of the estimate, shall be prorated on an acreage bases and the said amount per acre shall be assessed to members owning ten or more acres.

Said estimate shall be reported to the association by the committee and, if said estimate does not exceed \$6,000, a majority vote of all members present at any regular or special meeting may adopt the report, provided, however, if said estimate exceeds \$6,000, its adoption will require the vote of members owning 50% or more of said lands shown on Exhibit A.

Any single expenditure of more than \$ 3000<sup>3</sup> for purposes other than normal operation expenses, must be approved at the general meeting in January, or at a special meeting wherein the proposed expenditure is listed in the call of the special meeting, at which time there must also be presented the plans, specifications and cost estimates for the work to be performed in connection with said expenditure.

### Section 2

The Secretary shall notify by the mail each member of the association for the minimum charge and of his pro rata share of said assessment, and the sum so due shall be paid to the Secretary within thirty days from the date of notice. Returned checks and other fees are not considered BCWA administrative fees and will be added to the property owner's assessment billing. Members who do not pay their assessments within 30 days, will be considered in bad standing, and may be denied BCWA service. In the case of a members who do not pay the annual assessment by the end of the calendar year (approximately 6 months after the past due annual billing mailing date of July 1), they will additionally be subject to action by the Board to recover past assessments including recording a lien against the members' real property. The Secretary or such other person as the Board may select, shall be and is authorized to take such legal or other action as may be required to collect any sums due and unpaid.

Members shall be responsible for all charges, fees, penalties, and assessments owed to the BCWA which all monetary obligations shall be considered assessments.

All assessments, together with any late fees, interest, costs, and reasonable attorney's fees incurred in collecting assessments shall constitute a lien on the real property of the member pursuant to Civil Code Sections 2881 and 2884, which lien shall be effective upon recordation of a notice of delinquent assessment in the office of the County Recorder of the county in which the property is located. The lien shall be enforceable in accordance with California law including without limitation pursuant to nonjudicial foreclosure.

### Section 3

In case the said minimum charge and said annual assessment levied, as in this article provided, should not furnish sufficient funds to meet the expenses of the Association, a special assessment may be levied at any time and collected in the same manner as provided for the annual assessment, provided that if the total of any special

assessment or assessments when added to the annual assessment, including the minimum assessment, exceeds \$6,000 the adoption of such special assessment shall require the vote of members owning 50% or more of said lands shown on Exhibit A.

**Section 4** <sup>4</sup>

The association

is to maintain a monetary reserve equal to the following years budgeted operating costs.

**ARTICLE XV- RULES FOR CONDUCTING MEETING**

**Section 1**

The

President, with the approval of the trustees, shall appoint, as required, a nominating committee, which said nominating committee shall submit the names of nominees for Trustees at all meetings called for this purpose. Other nominations of Trustees may be made by members from the floor.

**Section 2**

All

meetings of the membership shall be conducted according to Robert's Rules of Order, as revised, except as the same may be in conflict with the special rules set forth in these By-Laws.

**ARTICLE XVI- AMENDMENT OF BY-LAWS AND RULES**

**Section 1**

These by-

laws and rules may be altered or amended at any regular or special meeting of the association by a majority vote of members present, except as to those provisions in these by-laws regarding the minimum charge and maximum assessment, which provisions can only be amended by vote of members owning 50% or more of said lands as shown on Exhibit A.

<sup>4</sup>Amended 4/14/2015

# ***In the Rooms of the Board of Supervisors***

County of Inyo, State of California

I, HEREBY CERTIFY, that at a regular meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 16<sup>th</sup> day of December 2025 an order was duly made and entered as follows:

*Public Works –  
Bishop Creek  
Water Association  
MOU*

Moved by Supervisor Orrill and seconded by Supervisor Wadelton to approve the Memorandum of Understanding between the County of Inyo and Bishop Creek Water Association for the purpose of sharing labor and costs associated with the maintenance and replacement of certain culverts for which there is common interest and authorize the Chairperson to sign. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: PW DATE: December 22, 2025

WITNESS my hand and the seal of said Board this 16<sup>th</sup>  
Day of December, 2025



DENELLE CARRINGTON  
Interim Clerk of the Board of Supervisors

*D. Carrington*

By: \_\_\_\_\_



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DENELLE CARRINGTON

INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

December 16, 2025

Reference ID:  
2025-298

### Memorandum of Understanding for Culvert Maintenance and Replacement between County of Inyo and Bishop Creek Water Association

#### Public Works

#### ACTION REQUIRED

#### ITEM SUBMITTED BY

Michael Errante, Public Works Director, Denelle  
Carrington, Assistant CAO

#### ITEM PRESENTED BY

Michael Errante, Public Works Director, Denelle  
Carrington, Assistant CAO

#### RECOMMENDED ACTION:

Approve Memorandum of Understanding between County of Inyo and Bishop Creek Water Association for the purpose of sharing labor and costs associated with the maintenance and replacement of certain culverts for which there is common interest, and authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Bishop Creek Water Association (BCWA) is a collection of a group of property owners in the west Bishop area who benefit from surface water flowing through their property. That water flows through, among other things, a system of culverts that regularly cross underneath County roads. On occasion, those culverts can falter and/or fail and threaten the integrity of County roads.

Responsibility for the maintenance of culverts became an area of contention between the BCWA and the County given the lack of verifiable information regarding the ownership of the culverts. This Memorandum of Understanding (MOU) clarifies the relationship between the parties regarding the maintenance of culverts included therein. The specific culverts subject to this agreement are certain culverts that convey water distributed by the BCWA and that cross underneath a County right-of-way approximately perpendicular to the right of way.

Pursuant to this MOU, BCWA will continue to be primarily responsible for the maintenance of these culverts in the event that they become clogged or there are issues impacting the normal flow of water. However, in the event that BCWA is not able to rectify the issue, they may request support from Inyo County. In addition, the agreement outlines the methodology for identifying culverts which require replacement, as well as the methodology for sharing the cost associated with that work.

#### FISCAL IMPACT:

There is no immediate fiscal impact associated with this agreement. However, the agreement formalizes the sharing of labor and cost associated with the maintenance and/or replacement of culverts for which there is mutual interest, thereby reducing the County's portion of any such costs. This is because BCWA

will assume the initial responsibility for culvert maintenance before requesting support from the County. In the event of a culvert needing replacement, the parties will share the cost of labor and materials, thereby reducing each party's cost for doing so.

#### **ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve this Memorandum of Understanding (MOU) and/or direct staff to further negotiate the terms within. This is not recommended, as this MOU is the product of over a year worth of collaborative development and the current draft solidifies a method for sharing the labor and cost associated with maintaining and replacing culverts that are of mutual interest to both parties.

#### **OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Bishop Creek Water Association

#### **STRATEGIC PLAN ALIGNMENT:**

**Thriving Communities I** Community Supporting Infrastructure Improvements

#### **APPROVALS:**

Nate Greenberg	Created/Initiated - 12/08/2025
Denelle Carrington	Approved - 12/08/2025
Darcy Israel	Approved - 12/08/2025
Shannon Platt	Approved - 12/09/2025
John Vallejo	Approved - 12/09/2025
Amy Shepherd	Approved - 12/09/2025
Michael Errante	Approved - 12/09/2025
Denelle Carrington	Final Approval - 12/10/2025

#### **ATTACHMENTS:**

1. BCWA Attachment A - Culverts
2. Inyo County - Bishop Creek Water Association Culvert Memorandum of Understanding
3. BCWA MOU and Culvert Listing - combined - signed



**Memorandum of Understanding  
Between the Bishop Creek Water Association and the County of Inyo  
Regarding the Replacement of Culverts Encroaching on County Rights of Way**

This Memorandum of Understanding is entered into by and between the County of Inyo, a political subdivision of the state of California, and the Bishop Creek Water Association, formed by the users and appropriators of waters of Bishop Creek for the purpose of apportioning said waters and protecting the water rights.

WHEREAS, the Bishop Creek Water Association ("BCWA") is the implementer of the court ordered 1922 Chandler Decree and as such is responsible for distributing surface water originating from Bishop Creek to member properties via a system of irrigation ditches and culverts, as identified in Attachment A of the BCWA Articles and By-Laws. The maintenance and care of ditches, structures, and culverts, that allow for the conveyance of this water is the responsibility of the overlying landowner.

WHEREAS, many of the culverts that BCWA uses to convey water to member properties encroach on County rights of way;

WHEREAS, certain ditches and culverts that convey Bishop Creek water have historically provided significant dewatering of street runoff for flood control and safety;

WHEREAS, despite disagreement regarding ownership and responsibility for certain culverts, the Parties wish to enter into this MOU to avoid damage to County roads caused by malfunctioning culverts that convey Bishop Creek water and to help ensure the efficient, uninterrupted delivery of water to BCWA members.

NOW THEREFORE BE IT AGREED BY BOTH PARTIES:

The specific Culverts subject to this agreement are those culverts that convey water distributed by the BCWA and that cross underneath a county right-of-way approximately perpendicular to the right of way. These culverts are hereafter referred to as "Culverts" or individually as a "Culvert" as represented in Attachment A. The specifics of this MOU apply only to culverts that are listed on Attachment A, any other culverts conveying Bishop Creek water that are in Inyo County Road rights of way that are not listed on Attachment A will be handled at the Annual Meeting (see item 3)."

1. **Maintenance of Culverts.** The County and BCWA agree to collaborate to perform necessary maintenance work on Culverts. If either Party identifies an obstructed or malfunctioning Culvert, that Party will:
  - a. If the problem is not quickly rectified, inform the other Party of the location, nature, and severity of the problem. This notification must be in writing, via email, and sent to the contact information provided in Section 6. Notification must occur as soon as practical of the Party's identification of a problematic situation.

- b. Initially, the BCWA must attempt in good faith to clear the obstructed Culvert without the use of County personnel, funds, or equipment. The BCWA will assess the situation, i.e., look at the depth of the ditch immediately below and above the culvert to confirm the ditch is not sanded in, silted in, collapsed or overgrown to the point of being the issue, check if the flow line and bottom of the ditch appear normal, check to see if there are any obstructions downstream interfering with the flow, etc.
  - c. Depending on the situation, the BCWA must, as appropriate, try any or all of the following steps to clear the Culvert:
    - i. Ensure the current flow, under the obstructed condition, is not too large for the culvert to handle and regulate as necessary.
    - ii. Clear any ice dams, leaves or other debris that may be blocking the culvert inlet or outlet.
    - iii. If it is determined the culvert is clogged, use an appropriate manually operated rod, pipe or similar device and attempt to dislodge any obstruction by simply pushing the obstruction through or breaking it up sufficiently to allow the foreign material to wash through. If this is not successful, consider using other reasonably available mechanical means to remove the clog.
  - d. If the Culvert is causing water to flow onto a county right of way, BCWA will, upon its own initiative or upon request by the County, reduce the flow of water feeding that Culvert to the point that water is no longer impacting the county right of way. BCWA will maintain a reduced flow rate (see item 1.c.i) until repairs have been completed.
  - e. If the BCWA's performance of the steps listed in section 1(c) will require the issuance of an encroachment permit by the Inyo County Road Department, the BCWA will obtain the required encroachment permit prior to performing any maintenance work on a Culvert. The County agrees to issue an annual blanket permit and waive any fees that would normally be charged to BCWA to obtain any county-issued permits for maintenance work on a Culvert.
  - f. If, after performing the steps listed in section 1(c), BCWA is unable to restore normal function to the culvert, BCWA may request assistance from the County. The County will provide reasonable manpower and equipment assistance to assist with the actions listed in section 1(c) above, at no cost to BCWA, as long as the BCWA has made a good faith effort to perform the steps listed in section 1(c).
2. **Replacement of Culverts.** The County and BCWA agree to collaborate to replace any failed Culverts that run underneath a county right of way and that convey Bishop Creek water to BCWA's members property. The Parties agree that the replacement of a Culvert is a major capital improvement project that should be planned for in advance and performed on a schedule agreed upon by the Parties. However, the Parties also recognize that an unanticipated full replacement of a Culvert may sometimes be required should a Culvert unexpectedly fail.
- a. Procedures applicable to all Culvert replacements.

- i. Inyo County shall supply all labor necessary to perform the Culvert replacement. "Labor" shall include the following:
  - 1. Any manpower including notifications and traffic control, equipment operators and manual laborers used in routine culvert removal and installation practices.
  - 2. Appropriate and available equipment such as asphalt saw, air compressor with jack hammer, backhoe, excavator, dump truck(s), compactors, asphalt rollers, concrete working tools to work cement slurry as appropriate, water pump and hose, and signage.
- ii. Inyo County will take the lead, coordinating with BCWA, to obtain additional non-County-issued permits necessary for Culvert replacement as necessary.
- iii. BCWA shall supply all material necessary to perform the Culvert replacement. "Material" shall include the following:
  - 1. Replacement culvert pipe, length, size and type (CMP, HDPE) determined by the County. Newly replaced culverts will be at least the same size as the existing culvert unless otherwise agreed to by the parties. All materials must meet the current Inyo County Road Standard Specifications, as adopted pursuant to Section 12.04.010 of the Inyo County Code.
  - 2. Necessary connection hardware including, but not limited to, bands, fasteners, felt, lube, gaskets.
  - 3. Cement slurry used to surround culvert pipe and fill excavation to within 2/10" of top of pavement.
  - 4. Cold mix asphalt to replace asphalt removed for construction.
  - 5. Concrete used in constructing head walls / tail walls if required to replace an existing headwall.
  - 6. Concrete forming materials such as lumber and hardware fasteners.
- iv. BCWA will provide notification to effected BCWA members of water disruption during the culvert replacement work. Inyo County will provide notification of local residents of upcoming construction with appropriate notices / flyers delivered.
- v. If a Culvert in need of replacement is causing water to flow onto or pond on a county right of way, BCWA must, upon its own initiative or upon request by the County, reduce the flow of water feeding that Culvert to the point that water is no longer impacting the county right of way. BCWA will maintain this lowered flow rate until the Culvert replacement is complete. This will move the subject culvert to the top of the replacement list (see section 3.c) and will initiate implementing the culvert replacement procedures (section 2.c).
- vi. Upon completion of a Culvert replacement, the Inyo County Road Department shall bring an agenda item before the Inyo County Board of Supervisors to request that the Board of Supervisors vote, pursuant to Streets & Highway Code section 940, *et seq.*, to accept the Culvert into the Inyo County Maintained Mileage. Should the Board of Supervisors

agree to accept the Culvert into the Maintained Mileage, any future maintenance, repair, or operation of the Culvert shall be the sole responsibility of the County and performed at the County's sole discretion; provided, however, that BCWA shall still remain responsible for inspecting adjacent ditches and pipes on private property, as set out in Section 4.

- b. Procedures applicable to emergency Culvert replacements.
  - i. Upon identification of a Culvert in need of emergency replacement, the Party that has identified the problem will follow all procedures set out in Section 1(a) regarding notification to the other Party. BCWA will then attempt to rectify the Culvert problem pursuant to Sections 1(b) to 1(e). However, the Parties may mutually agree that the Culvert has sustained damage to the point where any maintenance or repair work would be economically improvident. In this situation, the individuals identified in Section 3 will immediately meet and confer to determine a schedule for replacement.
- c. Procedures applicable to pre-planned Culvert replacements.
  - i. The Parties will discuss pre-planned Culvert replacement projects at the annual, or as needed, meetings outlined in Section 3. These projects will be carried out pursuant to a mutually agreed upon schedule.
  - ii. The Parties agree to commit resources sufficient to replace approximately two Culverts per year, as needed.

- 3. **Annual meetings.** To foster regular communication and ensure mutual progress toward the goals stated in this Agreement, the Parties agree to meet annually during the month of October on a date and time as may be mutually agreed to. The meeting location to occur at the Inyo County Bishop Consolidated Office Building 1360 N. Main St., Bishop, CA 93514. At least the following individuals or designees will attend every one of these meetings: Inyo County Road Superintendent, Inyo County Assistant County Administrator, BCWA Watermaster, a representative of the BCWA Board of Directors. Parties may raise any relevant topic for discussion at these meetings, but at a minimum, the Parties will discuss the following:

- a. A review of BCWA's annual inspection of ditches and any information gathered during the most recent inspection (see section 4).
- b. Culverts that are currently in need of or that will soon be in need of maintenance or replacement.
- c. A ranked list of Culverts currently in need of replacement and a schedule for performing replacement projects in accordance with the ranked list.
- d. Planned road maintenance or replacement projects that the Inyo County Road Department has planned and any necessary financial or resource allocation to ensure that Culverts running under roads subject to such projects are replaced during the project (i.e. collaboration to support a "dig once" policy).
- e. Issuance of the annual blanket encroachment permit (see Section 1.e).

- 4. **BCWA Ditch Management.** The Parties recognize that along with age, the likely greatest threat to the integrity and proper functioning of a Culvert are the debris (leaves,

twigs, trash, rocks, yard and street runoff, etc.) and sediment (sand, silt, decomposed granite, etc.) moving in ditches and pipes that lead into Culverts. If the accumulation of debris in ditches and pipes is not regularly cleared, they can convey debris into the Culvert, blocking the flow of water. It is therefore imperative that irrigation ditches upstream and downstream of a street Culvert be maintained in a debris-free condition.

This is the responsibility of the individual who owns the land over which the ditch or pipe runs. The parties recognize that it is not practically possible to keep sand, silt and decomposed granite from accumulation and moving through the creek/ditch system (including culverts) and the best way to reduce the amount of debris entering culverts is to grate and clean street culvert inlets. BCWA will work with property owners upstream of street culverts, where clogging is a reasonable possibility, to maintain a debris catching grate on the culvert inlet.

The BCWA will perform an annual inspection during the September period, and otherwise as needed, to check that street Culvert inlets are grated (where appropriate) and cleaned to keep street culverts free of excess debris, and that street culvert outlets are free and clear of obstructions. Should BCWA identify any property that is not adequately grated at an inlet to a street culvert to keep excess debris from entering the culvert, the BCWA will work with the property owner to have the inlet to the street culvert grated and functioning properly. Should BCWA identify any property where an outlet has a flow obstruction, the BCWA will work with the property owner to have the outlet cleared so that discharge from the street culvert is running free. If the BCWA is unsuccessful in getting the culvert inlets grated or downstreams cleared the County will be relieved of its obligations under Section 1(f) and render BCWA solely responsible for the maintenance work with respect to that Culvert.

BCWA will maintain a written record of its inspection activities, which will be provided to the County upon request. Attached hereto as Attachment A is a list of all locations where BCWA must perform these inspections. Failure by BCWA to perform inspections of the properties adjacent to a Culvert will relieve the County of its obligations under Section 1(f) and render BCWA solely responsible for all maintenance work with respect to that Culvert.

5. **Termination.** Either Party may terminate this Agreement at any time by providing written notice to the other Party as set out below; provided, however, that if a Party terminates this Agreement after commencing a maintenance or replacement project but prior to completing the project, the Party shall remain obligated to commit the resources set out in Section 1 and 2 to ensure the successful completion of the project.


Inyo County  
Road Superintendent, Inyo County  
PO Drawer Q  
Independence, CA 93526  
[splatt@inyocounty.us](mailto:splatt@inyocounty.us)  
Phone (business hours):  
Phone (after hours / emergency):

Bishop Creek Water Association  
PO Box 1273  
Bishop CA 93514  
BCWA Watermaster -Business hours phone contact: (760) 920-7981  
Emergency / after-hours phone contact: (760) 920-7981  
BCWA Board Members contact info is posted on BCWA website,  
[BishopCreekWater.org](http://BishopCreekWater.org)

#### Approvals

For Inyo County

Chair, Board of Supervisors


  
\_\_\_\_\_  
Chair, Board of Supervisors  
12/16/2025  
Date

  
\_\_\_\_\_  
County Counsel

  
\_\_\_\_\_  
Director of Public Works

For Bishop Creek Water Association

President, Bishop Creek Water Association

  
\_\_\_\_\_  
President, Bishop Creek Water Association  
12/09/2025  
Date

## ATTACHMENT A

### Inyo County / Bishop Creek Water Association Culvert MOU

Address	Distance
207 S. Mountain View Rd.	454' N/Line St. (Nelligan Ditch)
101 McLaren Rd.	59' N/Line St.
283 S. Mountain View Rd.	Ranch Rd, 118' W/Mountain View Rd.
112 McLaren Rd.	Brookside Dr. 45' E/Mountain View Rd.
185 Mountain View Rd.	500' N/W. Line St. (Bishop Creek)
371 Ranch Rd.	142' N/Majestic Way
301 Ranch Rd.	Majestic Way 140' W/Ranch Rd.
3780 Ranch Rd.	17' E/Vista Rd.
3792 Ranch Rd.	155' E/Mt. Tom Rd.
3656 Ranch Rd	Crosses Ranch Rd
401 Ranch Rd.	65' S/Ranch View Ln.
306 McLaren Rd	In McLaren Rd.
306 McLaren Rd	In McLaren Rd.
372 McLaren Rd	In McLaren Rd.
372 McLaren Rd	In McLaren Rd.
186 McLaren Ln.	30' E/Mountain View Rd.
249 McLaren Ln.	287' E/Mountain View Rd.
299 McLaren Ln	Crosses McLaren Ln
348 McLaren Ln.	Crosses McLaren Ln
255 Mt. Tom Rd	Crosses Mt. Tom
510 Watterson Rd.	(1) Street S/Fairview Cr. 15' E/Watterson Rd.
480 Watterson Rd.	Fairview Cr. 15' E/Watterson Rd.
777 Orinda Dr.	Underwood Ln. 34' W/Orinda Dr.
747 Orinda Dr.	190' N/Underwood Ln.
723 Orinda Dr.	184' S/Sierra Vista Way
2727 Sierra Vista Way	Sarah View 32' N/Sierra Vista Way
807 Sarah View	239' N/Sierra Vista Way
595 S. Barlow Ln.	Sunset Rd.
710 S. Barlow Ln.	109' N/Sunrise Dr.
800 S. Barlow Ln.	Sunrise Dr. 35' E/S. Barlow Ln.
817 S. Barlow Ln.	Sierra Vista Way 46' W/S. Barlow Ln.
852 S. Barlow Ln.	Longview Dr. 38' E/S. Barlow Ln.
817 S. Barlow Ln.	116' N/Sierra Vista Way
807 S. Barlow Ln.	211 N/Sierra Vista Way
625 S. Barlow Ln.	S. Barlow Ln & Sunset Dr. (SW to NW Corner)

## ATTACHMENT A

### Inyo County / Bishop Creek Water Association Culvert MOU

Address	Distance
628 S. Barlow Ln.	Sunset Dr. 30' E S. Barlow Ln.
2766 Sunset Rd.	2234' W/S. Barlow Ln.
2625 Sunset Rd.	In Sunset Rd.
2594 Highland Dr.	20' W/S. Barlow Ln.
3011 Morningside Dr.	Grandview Rd. 157' S/Laurel Rd.
2511 Longview Dr.	665' E/S. Barlow Ln.
2698 Irene Way	205' S/Carol Ln.
2760 Audrey Ln.	190' W/Sarah Ln. East edge of Property
2762 Sierra Vista Way	324' W/ Sarah Ln.
2606 Glenbrook Way	50' W/S. Barlow Ln.
3029 E. Cedar St.	159' W/ Grandview Rd.
3028 Laurel Rd.	170' W/Grandview Rd.
3041 Morningside Dr.	Mesquite Rd. 150' N/Morningside Dr.
405 S. Tumbleweed Rd.	200' S/Tumbleweed Rd. (Terminus)
236 Pa Me Ln.	183' S/Birch St.
234 Wildrose Ln.	185' N/Morningside Dr.
366 Wildrose Ln.	180' S/Birch St.
310 Sunland Dr.	827' S/W. Line St.
595 Brockman Ln.	1005' N/Diaz Ln.
138 Shepard Ln. 3905 is street address E/S property	344' N/W. Line St.
375 Shepard Ln.	1604' N/W. Line St.
325 Shepard Ln	In Shepard Ln.
261 Shepard Ln	In Shepard Ln.
213 Shepard Ln	In Shepard Ln.
225 Shepard Ln	In Shepard Ln.
201 Shepard Ln	In Shepard Ln.
213 Mountain View Rd.	~700 ft n Of Line St Culvert at no. end of property
2801 Underwood Ln	in Underwood Ln at Orinda Dr.
485 S Barlow Ln	in Barlow Ln No of Highland Dr. (No Indian Ditch)



## Bishop Creek Water Association

## Customer Contact List

January 7, 2026

Balance	Account No.
4 00	11-180-40
4 00	11-370-02
132 00	11-500-01
433 40	11-040-10
44 00	11-270-13
44 00	11-120-78
44 00	11-120-79
4 00	11-500-19
4 00	11-370-05
44 00	11-270-26
4 00	11-060-30
132 00	11-460-20
220 00	11-370-06
814 40	11-370-04
88 00	11-330-04
44 00	11-280-78
44 00	10-290-02
44 00	10-290-09
44 00	11-090-42
4 00	11-460-12
4 00	11-020-46
176 00	11-080-13
433 40	11-090-25
352 00	11-110-10
4 00	11-192-27
220 00	11-320-64
44 00	11-120-71
44 00	11-410-12
245 40	11-060-34
220 00	11-192-06
44 00	11-120-70
44 00	11-180-28
88 00	11-020-43
88 00	11-280-45
617 40	11-120-73
433 40	11-060-22
433 40	08-140-20
433 40	08-140-37
44 00	11-031-22
44 00	11-460-16
44 00	11-120-38
4 00	11-320-20
132 00	11-170-09
44 00	11-060-09

2:06 PM

*Bishop Creek Water Association*

**Customer Contact List**

January 7, 2026

Balance	Account No.
577.00	11-080-36
880.40	11-320-67
67.80	11-280-55
88.00	11-070-52
44.00	11-470-18
396.00	11-280-71
4.00	11-070-20
308.00	08-140-32
220.00	11-070-48
356.00	11-110-60
88.00	08-130-09
308.00	11-060-42
44.00	11-340-26
356.00	10-314-02
4.00	11-430-21
4.00	11-180-17
44.00	11-440-15
88.00	11-120-40
44.00	01-230-05
88.00	11-180-34
467.40	11-180-44
220.00	11-020-44
4.00	11-060-18
132.00	11-191-02
88.00	08-103-01
44.00	11-480-02
176.00	11-280-58
180.00	01-230-27
220.00	08-120-04
4.00	11-460-22
44.00	11-060-48

Date 1/13/2026

[illegible]



Bishop Creek Water Association  
2025 Financial Report

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	YEAR
BEGINNING SAVINGS BALANCE	74,736.54	74952.65	75148.38	60360.09	60528.99	73218.94	89347.56	91890.80	96128.87	96394.56	96671.98	86910.49	
BEGINNING CHECKING BALANCE	10,878.86	6731.40	4131.96	16265.63	24257.62	20883.08	18143.11	13670.62	11368.01	8909.85	5854.34	13580.16	
CUSTOMER DEPOSITS TO CHECKING	392.00	544.00		19598.00				314.10					
WORKERS COMP REFUND													
CUSTOMER DEPOSITS TO SAVINGS					125787.50	16060.78	2288.00	4023.40	681.00	634.00			
INTEREST INCOME TO SAVINGS	216.11	195.73	211.71	168.90	177.70	232.51	260.34	272.92	265.69	277.42	238.51	220.28	2737.82
<b>TOTAL DEPOSITS</b>	<b>608.11</b>	<b>739.73</b>	<b>211.71</b>	<b>19766.90</b>	<b>125965.20</b>	<b>16293.29</b>	<b>2548.34</b>	<b>4610.42</b>	<b>946.69</b>	<b>911.42</b>	<b>238.51</b>	<b>220.28</b>	
TRANSFER FROM SAVING			15000.00								10000.00		
<b>EXPENSES</b>													
WATERMASTER PAY	1927.82	1927.82	1880.67	1832.25	2605.02	1901.61	1736.68	1736.68	868.34	1627.61	1736.68	1736.38	21517.56
TRUCK ALLOWANCE	450.00	450.00	225.00	450.00	675.00	225.00	450.00	450.00	225.00	337.50	450.00	450.00	4837.50
WATERMASTER VACATION PAY	726.15												726.15
WATERMASTER PHONE	81.09	81.07	81.03	81.05	80.84	80.84	95.78	95.78	95.78	81.00	81.00	80.85	1016.11
PAYROLL TAXES - IRS	1132.60			970.79			1274.20			1134.15			4511.74
PAYROLL TAXES - STATE	120.87						209.33			175.00			505.20
PAYROLL - TAXES UNEMPLOYMENT	100.93			177.67									278.60
STATE FUND - WORKERS COMP INS.		578.05		327.75				327.75		327.75			1561.30
CAL RURAL SPECIAL DISTRICT INS.				6636.00									6636.00
HOLLAND & ALLRED CPA'S			673.13			664.85			1886.04				3224.02
USPS - STAMP/ BOX RENT				657.00			210.00						867.00
PRINTING						294.17							294.17
LEGAL FEES		100.00										700.00	800.00
WEBSITE & ZOOM							490.00						490.00
Cal Rural Water Assoc - dues				265.00									265.00
Misc.				202.00					57.50				259.50
DITCH COLVERT FACILITY REPAIR/ MAINT.													
BANK CHARGES		6.50	6.50	6.50	72.75	170.77	6.50	64.75	6.50	6.50	6.50	6.50	360.27
DINNER													
BROWN'S					7.18								7.18
<b>TOTAL EXPENSES</b>	<b>4539.46</b>	<b>3143.44</b>	<b>2866.33</b>	<b>11606.01</b>	<b>3440.79</b>	<b>3337.24</b>	<b>4472.49</b>	<b>2674.96</b>	<b>3139.16</b>	<b>3689.51</b>	<b>2274.18</b>	<b>2973.73</b>	<b>48157.30</b>
ENDING CHECKING BALANCE	6731.40	4131.96	16265.63	24257.62	20883.08	17545.84	13670.62	11368.01	8909.85	5854.34	13580.16	11122.13	
ENDING SAVING ACCT. BALANCE/CD'S	74,952.65	75,148.38	60360.09	60528.99	73218.94	89,347.96	91890.80	96128.87	96394.56	96671.98	86910.49	87130.77	
<b>TOTAL BANK BALANCE</b>	<b>81684.05</b>	<b>79280.34</b>	<b>76625.72</b>	<b>84786.6</b>	<b>94102.02</b>	<b>106893.80</b>	<b>105561.42</b>	<b>107496.9</b>	<b>105304.41</b>	<b>102526.3</b>	<b>100490.7</b>	<b>98252.90</b>	
<b>A/R</b>	<b>0-30</b>	<b>31 - 60</b>	<b>61 - 90</b>	<b>&gt;90</b>									
				11579.52									

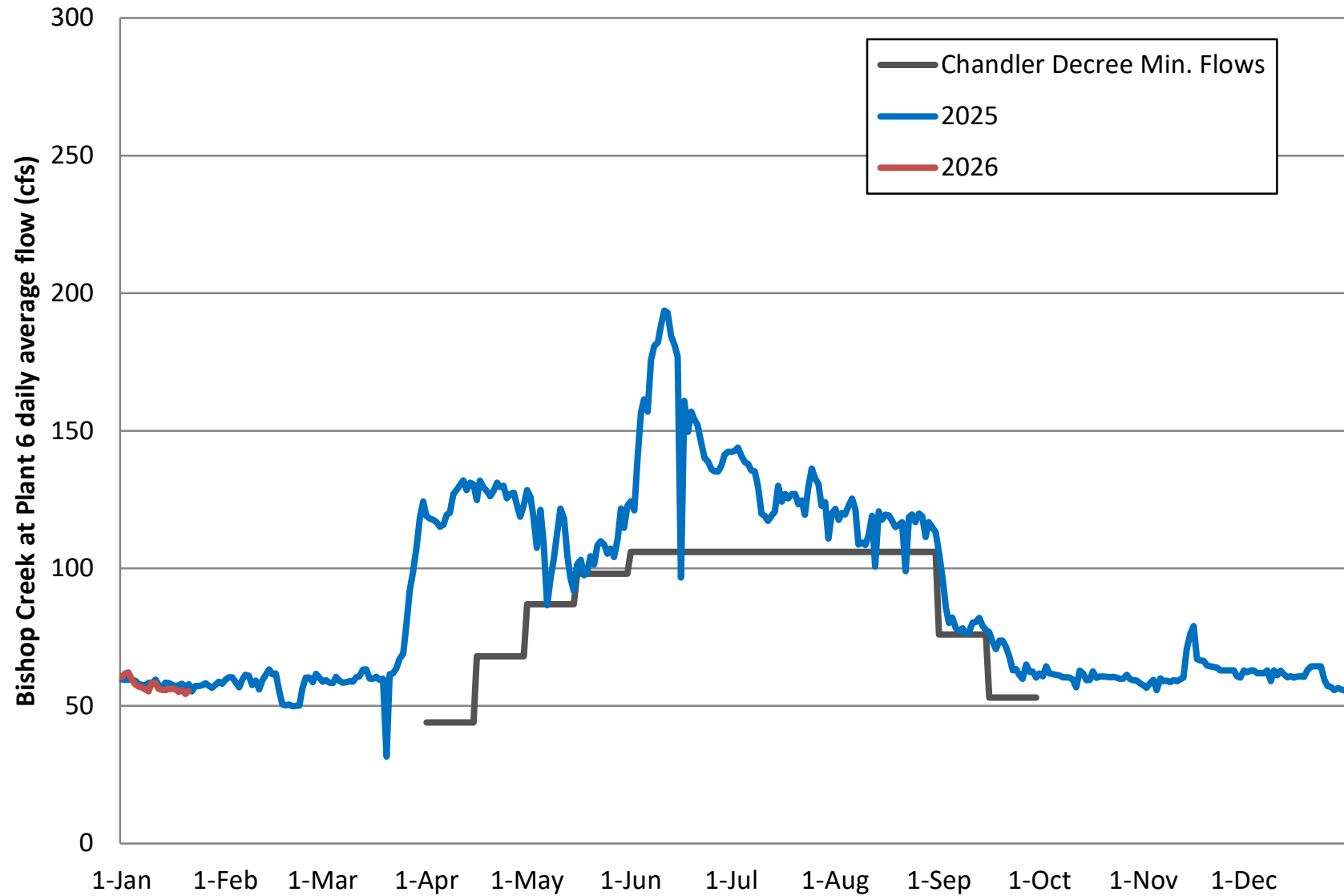
1/13/25

**BISHOP CREEK WATER ASSOCIATION**  
**proposed 2026 Budget**

INCOME	2023 Actual	2024 Actual	2025 Approved	2025 Actual	2026 proposed
Assessment Rates	\$40/\$2.90	\$40/\$2.90	\$40/\$2.50	\$40/\$2.50	\$40/\$2.50
Parcels (Plus late & past due fees)	\$36,897.00	\$40,781.65	\$35,900.00	\$38,276.00	\$35,900.00
DWP (7775)	\$18,777.90	\$18,777.90	\$19,437.50	\$19,437.50	\$19,437.50
Highland Mobile Home Park (76)	\$278.00	\$278.00	\$190.00	\$190.00	\$190.00
Glenwood Trailer Park (21)			\$52.50	\$52.50	\$52.50
Yaney LLC - Cottonwood Plaza	\$120.00	\$120.00			
City of Bishop	\$580.00	\$580.00			
Workers Comp. Refund	\$198.00	\$209.04	\$120.00	\$0.00	\$0.00
Interest Income	\$413.31	\$3,111.08	\$1,800.00	\$2,737.82	\$1,800.00
<b>Total Income</b>	<b>\$57,264.21</b>	<b>\$63,857.67</b>	<b>\$57,500.00</b>	<b>\$60,693.82</b>	<b>\$57,380.00</b>
<b>EXPENSES</b>					
Watermaster Cost - Wage	\$21,031.03	\$23,624.33	\$26,250.00	\$21,517.56	\$26,000.00
Payroll Taxes	\$4,051.49	\$4,215.16	\$4,500.00	\$5,295.54	\$4,400.00
Workers Comp. Ins.	\$1,784.27	\$2,190.91	\$2,400.00	\$1,561.30	\$2,400.00
Truck Allowance	\$5,175.00	\$5,625.00	\$5,700.00	\$4,837.50	\$5,700.00
Phone	\$890.58	\$932.65	\$900.00	\$1,016.11	\$950.00
Temp. Watermaster-Wage		\$962.39	\$1,754.00	\$726.15	\$1,000.00
Accounting - Holland & Allred	\$4,002.18	\$3,470.97	\$3,650.00	\$3,224.02	\$3,800.00
Cal Rural Water Ass. Dues				\$265.00	\$265.00
Insurance CRWRMA	\$5,837.00	\$6,214.00	\$6,000.00	\$6,636.00	\$6,400.00
Printing	\$1,361.31	\$1,210.93	\$1,400.00	\$294.17	\$1,400.00
U.S.P.S.	\$1,289.00	\$812.00	\$1,100.00	\$867.00	\$1,100.00
Bank Service Charge	\$16.00	\$0.00	\$0.00	\$360.27	\$150.00
Website		\$490.00	\$500.00	\$490.00	\$500.00
Annual Board/Employee Dinner		\$1,750.00	\$1,800.00	\$0.00	\$1,900.00
Attorney Fees		\$2,500.00	\$5,000.00	\$800.00	\$5,000.00
Street Culvert Repair/ Ditch Cleaning & Gate Repair	\$1,246.83	\$2,787.50	\$6,000.00	\$0.00	\$6,000.00
Zoom		\$350.77			
Improvement Projects			\$26,000.00	\$0.00	\$26,000.00
High Country Lumber/Browns		\$65.22	\$100.00	\$7.18	\$100.00
Bad Checks	\$82.00			\$0.00	
Misc.				\$259.50	
<b>TOTAL EXPENSES</b>	<b>\$46,766.69</b>	<b>\$57,201.83</b>	<b>\$93,054.00</b>	<b>\$48,157.30</b>	<b>\$93,065.00</b>
<b>YEAR END BANK BALANCE</b>	<b>\$78,995.55</b>	<b>\$85,615.40</b>	<b>\$50,214.40</b>	<b>\$98,252.90</b>	<b>\$62,567.90</b>

1/22/26

## Bishop Creek Flows at Plant 6



# ARTICLES

and

# By-Laws

Bishop Creek Water Association

Of March 1969 and as Amended on: January 27, 1992;  
January 31, 1994; January 26, 2015; March 4, 2015;  
April 14, 2015; March 1, 2016; and January 26, 2026

**January 2026**

ARTICLES OF ASSOCIATION OF  
BISHOP CREEK WATER ASSOCIATION  
OF MARCH 23, 1962 AND AS AMENDED FEBRUARY 3, 1969,

WHEREAS in 1905 the Bishop Creek Water Association was formed by the users and appropriators of the waters of Bishop Creek for use on lands located on the Bishop Cone in the County of Inyo, State of California, for the purpose of protecting their rights to the waters of said Bishop Creek and to apportion said waters among the several users; and

WHEREAS in order to determine the rights to said waters of Bishop Creek to which said Association members and said users and appropriators of said waters were entitled, an action was brought and determined thereof had, under a judgement commonly known and referred to as the Chandler Decree; and

WHEREAS The City of Los Angeles, in order to provide a municipal water supply for use in The City of Los Angeles, purchased over 80% of said lands and water rights, together with the rights to the use of the main canals to transport said water and has since said purchase maintained said canals to transport said water for its own use and for the use of other landowners on the Bishop Cone entitled to their respective share of said waters of Bishop Creek; and

WHEREAS the Bishop Creek Association since the said purchase of said lands and water rights by the said City has for many years restricted its operations to regulating the equitable diversion of the said water from said main canals to the said lands of the members of the Association; and

WHEREAS since said Chandler Decree adjudicating the said waters of Bishop Creek and the said diversions by the Association of said waters from the main canals, the members of this Association believe that the best interests of all would be served by amending said Articles of the Association so as to conform to the changed conditions;

NOW, THEREFORE, the undersigned owners of over half of said lands on the Bishop Cone described in the said Chandler Decree and shown on Exhibit "A" attached hereto and entitled to over half of the said waters adjudicated to said lands, agree that said Articles of this Association shall be amended and adopted as follows:



We, the undersigned, users of water and appropriators of water in that certain stream known as Bishop Creek, and owners of lands defined in an instrument referred to herein as the Chandler Decree, and shown on Exhibit "A" hereof, which decree allots the waters of Bishop Creek to the owners of said lands, said lands being situated in the County of Inyo, State of California, do hereby associate ourselves under the name of "BISHOP CREEK WATER ASSOCIATION" and in consideration of the benefits to be derived from said association mutually agree to and adopt the following articles of association, by-laws and rules.

**FIRST:** The Association shall in its associate capacity protect the joint and several rights of the members thereof in and to the use of the water of the said Bishop Creek as said water is allocated by said

Chandler Decree, including the diverted waters of Birch Creek and shall provide for the delivery of said waters of Bishop Creek, including the diverted waters of Birch Creek for the use of the members of this Association from the main canals shown on said Exhibit "A", through lateral canals and ditches in the manner and to the extent hereinafter provided.

**SECOND:** To equitably apportion between and among the members of this Association the said waters of Bishop Creek, including the diverted waters of Birch Creek, as said flow is allotted under the aforementioned Chandler Decree and the report of referee upon which said decree is based.

**THIRD:** To levy assessments upon each member for such sums and at such times as may be required to carry out the purposes of the Association, and to enforce the collection of said assessments.

**FOURTH:** To determine the eligibility to membership in this Association, and adopt rules for the expulsion of members therefrom and the levying of fines and collection of same, for violation of any of the rules and agreements of this association.

**FIFTH:** To adopt by-laws and rules to govern the affairs of the Association, and to elect officers and prescribe their duties and terms of office.

**SIXTH:** The Trustees of this Association shall have power to exchange water, where such exchange will be of benefit to the members of the Association and will not injure any members of this Association. For the purpose of carrying out the foregoing objects of this Association, and in consideration of the benefits to be derived therefrom as individuals and collectively, we do hereby jointly and severally agree to and adopt the following rules and by-laws for the government thereof.

**BISHOP CREEK WATER ASSOCIATION**  
**BY-LAWS AND RULES**

**ARTICLE I**

**Section 1**

The authority and power of this Association shall be vested (except as otherwise provided herein) in a board of five trustees (Board) who shall be members of this Association, or duly appointed and designated representatives of members of this Association, a majority of whom shall constitute a quorum for the transaction of all business.

**Section 2**

The trustees shall be elected by ballot immediately upon the adoption and signing of these articles of association, rules and by-laws, and thereafter two trustees shall be elected at the annual meeting of the members of the association to be held on the last Monday in January of each even-numbered year, and three trustees shall be elected at the annual meeting to be held on the last Monday in January of each odd numbered year; said meetings to be held at Bishop, California.

Each trustee shall serve for the term of two years or until a successor is elected, the term of office of each trustee shall commence immediately following his election.

Election of trustees shall be by ballot and each member of the Association shall have the right to cast at least one vote.

A member of the Association shall be a landowner (joint owners shall be entitled to one membership), and each such member shall have the right to cast at least one vote. Owners of multiple parcels, but not meeting the 10-acre threshold for assessment, will have the right to cast one vote for each parcel owned and be assessed at the minimum annual assessment charge for each parcel owned.<sup>7</sup> Each landowner owning more than one (1) acre shall be entitled to one vote for each sum equal to the minimum annual assessment charge paid by such member, that is to say each member shall be entitled to one additional vote each time the acreage assessment equals the minimum annual charge, provided, however, that no one member, regardless of the acreage owned, shall have the right to cast more than two fifths (2/5) of the total vote of all members present at any such meeting, except as hereinafter provided in Article XII. The majority landowner, or the owner of the greatest acreage, may be represented by no more than one member on the five-member board of trustees, but shall be represented by at least one member.

All yellow should have a superscript 7 and a footnote <sup>7</sup>Amended 1/26/26"

### **Section 3**

Vacancies on the board of trustees shall be filled by a special election to be held after five days' notice being given, by mailing to each member of the Association a notice of the time, place and purpose of said meeting.

## **ARTICLE II – POWERS OF TRUSTEES**

### **Section 1**

The trustees may call special meetings of the members of the Association when they deem it necessary, and they shall call a meeting at any time on the written request of ten members of the Association or on the written request of one member of the board of trustees.

### **Section 2**

They may employ, appoint and remove at pleasure any officer, agent, or employee of the association; prescribe their duties, fix their compensation and require from them security for faithful service, should the same be deemed necessary and proper.

### **Section 3**

They shall appoint all committees not otherwise provided for herein: shall have full charge, management and control of the business and affairs of the association, with power to enter into contracts for and on behalf and in the name of the association, and to receive and pay out money as provided herein; and have any and every power necessary to carry out the true intent and purposes of this association for the benefit of the membership thereof, individually and collectively.

## **ARTICLE III -OFFICERS OF THE ASSOCIATION**

### **Section 1**

The officers of this association shall consist of a President, a Secretary, and a Treasurer<sup>1</sup>, to be elected by the Board of Trustees from among their number, at the first regular meeting of said board after the general election of said trustees.

### **Section 2**

If at any time any officer shall be absent or unable to act, the Board may appoint some other member to act in his place and stead, in whom (for the time being) shall be vested all the duties, powers and functions of the office.

<sup>1</sup>Amended 3/4/2015

## **ARTICLE IV- DUTIES OF OFFICERS**

### **PRESIDENT**

#### **Section 1**

The President shall serve without compensation and shall preside over all meetings of the member and trustees, and shall have the casting vote.

#### **Section 2**

He shall sign, as President, all contracts and other instruments of writing which have been first approved by the Board of Trustees, and draw all warrants on the Secretary- Treasurer for the payment of money.

#### **Section 3**

He shall call the trustees together whenever he shall deem it necessary, by giving each member thereof one day's personal notice, or by depositing in the post office, properly stamped and addressed, a notice of said meeting to each trustee at least three days before the date set for said meeting.

## **ARTICLE V- SECRETARY- TREASURER<sup>1</sup>**

#### **Section 1**

The Secretary shall keep a correct record of the proceedings of the board of trustees and of the meetings of the members. The Treasurer shall keep proper books of account of the business and financial affairs of the association; collect all assessments, and sign all checks and warrants.

#### **Section 2**

It shall be the Secretary's duty to preserve all records, maps, agreements and data placed in his charge by the Association, and render a statement of the affairs of the association at any regular meeting of the members or at any meeting of the board of trustees.

#### **Section 3**

The Secretary shall serve all notices required to be served in the management of this association, as provided in the by-laws and rules.

<sup>1</sup>Amended 3/4/2015

#### **Section 4**

The Treasurer shall safely keep all funds of the association and pay them out only on an order of the President.

#### **Section 5**

The Treasurer shall furnish a statement of the financial affairs of the association at all regular meetings of the members, or at any meeting of the trustees, when requested so to do.

### **ARTICLE VI – MEETINGS**

#### **Section 1**

The annual meetings of the members of this association shall be held on the last Monday of January of each year at Bishop, California and shall be called by the Secretary<sup>1</sup> mailing a notice thereof to each member at least ten days before said meeting.

#### **Section 2**

Special meetings of the members of the association shall be called by the President when authorized by the trustees, or upon written request of ten members. Said special meetings shall be called by the Secretary<sup>1</sup>, under the direction of the President, mailing to each member of the association a notice thereof at least five days before the time of said meeting.

### **ARTICLE VII- QUORUM**

#### **Section 1**

No meeting of the members of the Association shall be competent to transact business unless at least ten members are present, except to adjourn from day to day or until such time as may be deemed proper.

### **ARTICLE VIII- MEMBERSHIP**

#### **Section 1**

Any owner of land included as defendant lands, shown on Exhibit A, described in Paragraph 1 of the Chandler Decree, same being an Instrument filed for record on January 27, 1922, as B- 61 Equity, a decree signed by Judge Benjamin F. Bledsoe, may become a member of this Association by application to the Bishop Creek Water Association, or by ratifying and signing the Articles of Association and these by-laws and rules and conforming to the requirements thereof

<sup>1</sup>Amended 3/4/2015

## **Section 2**

Any owner of real property whose property is traversed by, borders on, or has access to any stream, canal, or ditch carrying the water of Bishop Creek, and located within the boundaries as shown on Exhibit A, shall automatically be a member of this Association and shall be entitled to the benefits and burdened by the duties imposed herein. Any question of membership shall be referred to the Arbitration Committee,<sup>6</sup> shall be binding upon all parties.

## **Section 3**

Any member of this association not complying with the provisions contained in the by-laws and rules, may be denied the services of this organization. A non-compliant member shall be provided by the Watermaster or a Board member, with a written notice stating the violation and providing a reasonable time limit for the non-complaint member to cure all violations. In the event the member fails to timely cure all violations, the Watermaster or a Board member may take all actions available at law including without limitation issuing fines and suspending water service.

The BCWA Watermaster and Board members shall have the right to ingress and egress to member property at reasonable hours (or in case of emergency) with advance notice (except in the case of an emergency) for the purpose of inspection, measurement, flow adjustment, repair, or performing other such duties as maybe necessary to secure compliance with the provisions of these By-Laws. The BCWA Watermaster or a Board member will attempt to notify members or occupants where access is necessary.

When a member has a valid complaint or grievance, it shall be referred first to the Watermaster, and if not resolved by the Watermaster, then referred to the Board.

## **ARTICLE IX- DIVISION AND USE OF WATER**

### **Section 1**

Immediately upon the adoption, signing and ratification of the By-Laws and Rules by the members of this association, a committee of at least three (3) members and not more than five (5) members, to be known as the "Committee on Water and Arbitration" shall be appointed by the board of trustees to serve a term of one year. Vacancies on said committee shall be filled by appointment by the Board of Trustees.

### **Section 2**

It shall be the duty of said Committee on Water and Arbitration to ascertain as nearly as possible the names of all individuals claiming to be entitled to the use of water from Bishop Creek and the diverted waters from Birch Creek to Bishop Creek for domestic or irrigation purposes, together with such further information as can be obtained that will assist said committee in apportioning to each member of this association a fair, equitable and proportionate amount of water of said Bishop Creek and the diverted waters of and from Birch Creek.

### **Section 3**

Said committee shall, based on said Chandler Decree, estimate the proportionate amount of water from Bishop Creek to which each member of the association is entitled, and the length of time during the season (March 16 through October 15 inclusive) to which he is entitled to use the same. The seven month season of March 16 to October 15 inclusive is the season wherein the association in its associate capacity has the responsibility for water management.

<sup>6</sup>Amended 3/1/2016

#### **Section 4**

Each member shall keep his ditches free and clear of debris (sand, silt, rocks, grass, weeds, and trash) so that water, including waste water, may move for the beneficial use of members below. No structure or permanent improvements such as concrete, retaining walls, immovable fences, irrigation pipes, et al shall be installed or constructed in such a way to impede or restrict ditch flows. Provided that the property owner does not remove obstacles or impediments as requested by the BCWA, the BCWA's cost for removing such impediments will be applied to the member's account.

#### **Section 5**

In the event the equitable distribution of water is impeded or interfered with causing flooding, wastage or other detriment to the flow of water to occur by reason of the refusal, inability or neglect of any member or members to remedy the same, the association may, after due notice, have the remedial work performed and the responsible member or members shall be billed therefor, at the cost of the work and it will be applied to the member's account.

### **ARTICLE X- TURNING WATER OUT OF CREEK**

#### **Section 1**

The trustees of this association are empowered and authorized to employ one or more men as needed to divert from the main canals said waters for the use of the members of this association and to divide the same between the members hereof as nearly as may be in the proportion set forth in the report of the Committee on Water and Arbitration.

#### **Section 2**

No Member shall divert any water from the said main channels or in any way interfere with the boxes or headgates placed therein; but if water is needed for irrigating purposes, the member so needing the water shall give the person employed by trustees to divide said water at least three days' notice of the time and place of using same. The man in charge shall thereupon provide for the required amount of water, if possible, at the proper time. Any person who trespasses and/or causes damage will be liable for all cost of repair and replacement and may be subject to fines and all available remedies at law.

The BCWA Watermaster and Board members shall have the right to ingress and egress to member property at reasonable hours (or in case of emergency) with advance notice (except in the case of an emergency) for any purpose reasonably related to the distribution of Bishop creek water. The BCWA Watermaster or a Board member will attempt to notify members or occupants where access is necessary. Members hereby indemnify and hold the Association, the Watermaster, and Board members, and their agents and employees, harmless from any and all costs, damages, claims or liability of any kind arising out of entry onto member property pursuant to these By-Laws.

### **Section 3**

All boxes, headgates or diversion works diverting water from any main ditch or channel, regardless of by whom installed, shall for all water control purposes be deemed and considered the property of the association. The association reserves the right to exclusively control and regulate water at all boxes, regardless of by whom the same may have been installed, except for the control devices used exclusively by the City of Los Angeles or other users on ditches, channels, etc. not regulated for the benefit of the general membership. Any of the above identified BCWA water distribution facilities may be maintained, repaired or replaced by the BCWA in its sole discretion and without consent or interference of the member, owner, or occupant of the property.

### **Section 4**

The BCWA shall not be liable, and all members shall hold BCWA harmless, for damage which may result from an interruption in ditch flow or flooding due to system operations, maintenance, repair or from a cause beyond the control of the BCWA except in the case of BCWA's gross negligence or willful misconduct. The BCWA will strive to provide advance notice of planned non-emergency or controlled interruptions in normal ditch flows.



## **Article XI – PONDS AND STREAM FLOWS<sup>2</sup>**

1. All new ponds must be approved by the BCWA board.
2. All new ponds must be: made to reasonable size; no more than 5 ft deep; and lined with clay, a shale/clay mix, or another impermeable barrier material.
3. All new ponds must have a bypass capable of carrying the full flow of the feeding ditch when ponds need to be shut off.
4. All existing ponds, when drained or being cleaned, are to be lined with clay, a shale/clay mix, or another impermeable barrier material; shall not have a depth more than 5 feet; and a bypass constructed if one does not already exist.

## **ARTICLE XII- RESPONSIBILITIES AND PRACTICES<sup>3</sup>**

### **Section 1- General**

These RESPONSIBILITIES AND PRACTICES are guidelines adopted by the Bishop Creek Water Association (BCWA) to implement the BCWA Bylaws. Whereas the Bylaws are a sort of constitution of the BCWA, these RESPONSIBILITIES AND PRACTICES are intended to be guidelines under which the BCWA and its members can operate day-to-day.

### **Section 2- Responsibilities and Practices**

The responsibilities and practices to be followed by the BCWA and its members are listed below. When possible, the applicable part of the Bylaws is noted in parenthesis.

1. If your property is on the "Bishop Cone" (defined in part in the 1922 Chandler Decree) and is traversed by, or borders on, Bishop Creek or a ditch that carries water from Bishop Creek (Article VIII, Section 2), then you are automatically a member of the BCWA. An exception to this is if your property is in Section 36, T6S, R32E and receiving water from the Girard Ditch (land formerly irrigated with water from Birch Creek).
2. The BCWA is responsible for: a) the distribution of water to the main ditches carrying Bishop Creek Water; and b) the protection of water rights on Bishop Creek.
3. As a homeowner and member of the BCWA you are responsible for the impact of your own action or lack of action in managing water flowing on your property.

<sup>3</sup>Amended 1/31/1994

<sup>2</sup>Amended 4/14/2015

4. As a member of the BCWA you are responsible to maintain the ditches and pipes on your property. This maintenance includes the removal of weeds, leaves, and trash (Article IX, Section 4)
5. If you do not properly maintain the ditches and pipes on your property, the BCWA may arrange to have the work done at your expense (Article IX, Section 5)
6. Be aware that many factors, including runoff, freezing, irrigation patterns, and fall leaves, can significantly affect the amount of water flowing to your property. You should expect the flow in your ditches to vary, and your ditches and pipes should be sized, designed, and maintained to carry the maximum possible flows without flooding.
7. In order to address ongoing issues with clogged culverts, members owning property immediately upstream of street culverts carrying Bishop Creek water must install a grate at the culvert inlet and keep it free and clear of debris and obstructions. Members owning property immediately downstream of street culverts carrying Bishop Creek water need to maintain a clear unobstructed channel at the culvert outlet. Should the BCWA identify any property that is not adequately grated at an inlet to a street culvert to keep excess debris from entering the culvert or should the BCWA identify any property where an outlet has a flow impediment or obstruction, and the street culvert becomes plugged, the property owner will be held solely responsible for clearing the street culvert. If members fail in their responsibilities, the BCWA has the right to perform the work itself and pass the cost of clearing the culvert to the property owner's BCWA account (Article IX, Sections 4 and 5).
8. All boxes, headgates, or diversion works diverting water from main streams, canals, and ditches on the Bishop Cone that carry Bishop Creek Water are the property of and are managed by the BCWA (Article X, Section 3), except those used exclusively by the City of Los Angeles.
9. Only the Watermaster is authorized to change settings of BCWA headgates and diversion boxes (Article X, Section 2). Requests for adjustments in water diverted should be made to the Watermaster with advance notice (Article X, Section 2).
10. It is easy to disrupt other BCWA members use or enjoyment of the water when you irrigate your property. Coordinate with the BCWA Watermaster before you change your irrigation practices. Allow as much water as you can to continue down the ditch to other members. Definitely allow enough water to keep fish alive in downstream ponds and ditches.
11. Before you re-route an existing ditch, construct a pond, or divert water into a newly constructed ditch on your property, the BCWA Trustees need to review the plans to ensure that they are consistent with the BCWA Articles and Bylaws.
12. After you re-route a ditch or construct a new ditch, the water needs to be discharged at your property line at the same place and elevation, and with the same flow characteristics it had prior to the re-routing or diversion.
13. A newly constructed pond needs to be lined to reduce percolation loss.

14. Any re-routed primary ditch on your property needs to have a 10- foot wide easement dedicated to the BCWA.
15. In general, open ditches are preferred over pipes and other closed conduits because they are easier to maintain.
16. Ditches require less maintenance if they are designed to pass rather than trap debris sand and leaves.
17. The preferred configuration for ponds include a ditch that bypasses the pond so that all of the water in the primary ditch does not go through the pond. This configuration provides better flow characteristics in the ditch system and can reduce the amount of debris that enters the pond.
18. Water conflicts between neighbors should be resolved between the neighbors. If it becomes clear that you are unable to resolve a water conflict with a neighbor on your own, the conflict can be brought before the BCWA Board of Trustees for mediation and resolution.

## **ARTICLE XIII- ARBITRATION**

### **Section 1**

If at any time any question or dispute arises between any members of this association as to their respective rights to use of said water, under the By-Laws and Rules herein, such question or dispute shall be submitted to the **Watermaster Committee on Water and Arbitration** for the purpose of deciding and adjusting the same. A decision of the **Watermaster Committee on Water and Arbitration** may be appealed to the Board of Trustees.<sup>4</sup> The decision of **said committee, or the Board of Trustees (If appealed),<sup>4</sup>** shall be final and binding upon the respective parties, provided that the maximum use shall not exceed **a** quantity of water in excess of three (3) acre feet per acre.

## Section 2

This Association shall not be or become responsible for the costs and expenses of any litigation over the right to use water in Bishop Creek and the diverted waters of Birch Creek.

<sup>4</sup>Amended 4/14/2015

## ARTICLE XIV- ASSESSMENTS

### Section 1

The necessary funds to pay all expenses incurred by the association shall be raised as follows: The President, after his election, shall appoint a committee of five (5) members to be known as the Financial Committee, whose duty it shall be, soon after appointment and before the first Monday of January of each year, to make an estimate of the amount of money required to pay the expenses of the association for the ensuing fiscal year, and to the apportion said total amount as follows:

1. A minimum annual charge of not less than \$6.00 shall be assessed to each member of the Association: and
2. The balance of the amount necessary to pay said expenses of the association, which balance shall not exceed 60% of the estimate, shall be prorated on an acreage bases and the said amount per acre shall be assessed to members owning ten or more acres.

Said estimate shall be reported to the association by the committee and, if said estimate does not exceed \$6,000, a majority vote of all members present at any regular or special meeting may adopt the report, provided, however, if said estimate exceeds \$6,000, its adoption will require the vote of members owning 50% or more of said lands shown on Exhibit A.

Any single expenditure of more than \$ 3000<sup>3</sup> for purposes other than normal operation expenses, must be approved at the general meeting in January, or at a special meeting wherein the proposed expenditure is listed in the call of the special meeting, at which time there must also be presented the plans, specifications and cost estimates for the work to be performed in connection with said expenditure.

### Section 2

The Secretary shall notify by the mail each member of the association for the minimum charge and of his pro rata share of said assessment, and the sum so due shall be paid to the Secretary within thirty days from the date of notice. Returned checks and other fees are not considered BCWA administrative fees and will be added to the property owner's assessment billing. Members who do not pay their assessments within 30 days, will be considered in bad standing, and may be denied BCWA service. In the case of a members who do not pay the annual assessment by the end of the calendar year (approximately 6 months after the past due annual billing mailing date of July 1), they will additionally be subject to action by the Board to recover past assessments including recording a lien against the members' real property. The Secretary or such other person as the Board may select, shall be and is authorized to take such legal or other action as may be required to collect any sums due and unpaid.

Members shall be responsible for all charges, fees, penalties, and assessments owed to the BCWA which all monetary obligations shall be considered assessments.

All assessments, together with any late fees, interest, costs, and reasonable attorney's fees incurred in collecting assessments shall constitute a lien on the real property of the member pursuant to Civil Code Sections 2881 and 2884, which lien shall be effective upon recordation of a notice of delinquent assessment in the office of the County Recorder of the county in which the property is located. The lien shall be enforceable in accordance with California law including without limitation pursuant to nonjudicial foreclosure.

### Section 3

In case the said minimum charge and said annual assessment levied, as in this article provided, should not furnish sufficient funds to meet the expenses of the Association, a special assessment may be levied at any time and collected in the same manner as provided for the annual assessment, provided that if the total of any special

assessment or assessments when added to the annual assessment, including the minimum assessment, exceeds \$6,000 the adoption of such special assessment shall require the vote of members owning 50% or more of said lands shown on Exhibit A.

**Section 4**<sup>4</sup> The association is to maintain a monetary reserve equal to the following years budgeted operating costs.

#### **ARTICLE XV- RULES FOR CONDUCTING MEETING**

**Section 1** The President, with the approval of the trustees, shall appoint, as required, a nominating committee, which said nominating committee shall submit the names of nominees for Trustees at all meetings called for this purpose. Other nominations of Trustees may be made by members from the floor.

**Section 2** All meetings of the membership shall be conducted according to Robert's Rules of Order, as revised, except as the same may be in conflict with the special rules set forth in these By-Laws.

#### **ARTICLE XVI- AMENDMENT OF BY-LAWS AND RULES**

**Section 1** These by-laws and rules may be altered or amended at any regular or special meeting of the association by a majority vote of members present, except as to those provisions in these by-laws regarding the minimum charge and maximum assessment, which provisions can only be amended by vote of members owning 50% or more of said lands as shown on Exhibit A.

<sup>4</sup>Amended 4/14/2015