



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

April 02, 2024
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

Please review the options below for ways to participate or observe the Council Meetings.

To Observe the Meeting:

1. Live Feed: <https://www.youtube.com/channel/UCAoRW34swYl85UBfYqT7IbQ/>
2. Zoom Link: <https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09>
3. Zoom Application: Meeting ID: 968 7031 9529 Passcode: 67684553
4. By Phone: Telephone: 1-669-900-6833 Meeting ID: 968 7031 9529 Passcode: 67684553

To Provide Comment to the Council:

1. Attend the meeting in person
2. Send an Email by 2:00 PM the day of the meeting to publiccomment@cityoforoville.org. All comments emailed will be provided to the Council Members for their consideration.

If you would like to address the Council at this meeting, you are requested to complete the blue speaker request form (located on the wall by the agendas) and hand it to the City Clerk, who is seated on the right of the Council Chamber. The form assists the Clerk with minute taking and assists the Mayor or presiding chair in conducting an orderly meeting. Providing personal information on the form is voluntary. For scheduled agenda items, **please submit the form prior to the conclusion of the staff presentation for that item.** Council has established time limitations of three (3) minutes per speaker on all items and an overall time limit of thirty minutes for non-agenda items. If more than 10 speaker cards are submitted for an item, the time limitation would be reduced to one and a half (1.5) minutes per speaker for that item. If more than 15 speaker cards are submitted for non-agenda items, the first 15 speakers will be randomly selected to speak at the beginning of the meeting, with the remaining speakers given an opportunity at the end. **(California Government Code §54954.3(b)).** Pursuant to Government Code Section 54954.2, the Council is prohibited from taking action except for a brief response from the Council or staff to statements or questions relating to a non-agenda item.

CALL TO ORDER / ROLL CALL

Council Members: Tracy Johnstone, Krysi Riggs, Scott Thomson, Janet Goodson, Shawn Webber,
Vice Mayor Eric Smith, Mayor David Pittman

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(d)(4), the Council will meet with the City Administrator and City Attorney regarding potential initiation of litigation – One case.
2. Pursuant to Government Code Section 54957.6, the Council will meet with the Personnel Officer and City Attorney to discuss labor negotiations related to the following bargaining units: All Represented Units.

OPEN SESSION

1. Announcement from Closed Session
2. Pledge of Allegiance
3. Adoption of Agenda

PRESENTATIONS AND PROCLAMATIONS

1. Resolution Recognizing Boy Scout Troop 29 for Their 100 Year Celebration

The City Council may consider adoption of Resolution No.9239 recognizing Boy Scout Troop 29 for their 100-year anniversary.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9239 AND AUTHORIZE THE MAYOR TO SIGN.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

This is the time to address the Council about any item not listed on the agenda. If you wish to address the Council on an item listed on the agenda, please follow the directions listed above.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 – 7** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. FORECLOSURE OF 3235 BURLINGTON AVENUE

The City Council may consider initiating foreclosure proceedings related to the City of Oroville's interest in the Deed of Trust against the property located at 3235 Burlington Ave., Oroville (APN 035-096-004).

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9240 -A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS AND ANY AMENDMENTS THERETO NECESSARY TO INITIATE AND COMPLETE FORECLOSURE PROCEEDINGS ON REAL PROPERTY LOCATED AT 3235 BURLINGTON AVE., OROVILLE (APN 035-096-004)

2. 2022-23 HOME INVESTMENT PARTNERSHIP (HOME) GRANT APPLICATION AND USE OF CITY REVOLVING LOAN FUND FOR ADMINISTRATIVE COSTS

The City Council may consider the submittal of an application to the State Department of Housing and Community Development (HCD) for the 2022-2023 HOME Investment Partnerships Program (HOME) in the amount of \$500,000.

In addition, City Council may consider supplementing general administration costs associated with administering this program with City Revolving Loan funds in the amount of \$50,000.

ACTION REQUESTED -

1. ADOPT RESOLUTION NO. 9241 -AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIPS PROGRAM.
2. ADOPT RESOLUTION 9242 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE USE OF THE CITY REVOLVING LOAN FUND TO SUPPLEMENT GENERAL ADMINISTRATION COSTS ASSOCIATED WITH THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT 2022-23 HOME INVESTMENT PARTNERSHIPS PROGRAM GRANT IN THE AMOUNT OF \$50,000, IF AWARDED.

3. CONTRACT WITH ULTRA LINK CABLING SYSTEMS, INC FOR CITY HALL NETWORK REWIRE

The Council will consider accepting bids and approving contract with Ultra Link Cabling Systems, Inc. for an upgrade to the network wiring at City Hall.

ACTION REQUESTED -

ACCEPT THE BID FROM ULTRA LINK CABLING SYSTEM AND AUTHORIZE THE IT MANAGER TO ENTER INTO A SERVICE CONTRACT FOR THE PROJECT.

4. CONTRACT WITH TEC-COM LOW VOLTAGE SOLUTIONS, INC. FOR PUBLIC SAFETY FACILITY SECURITY SYSTEM

The Council will consider accepting bids and approving contract with Tec-Com Low Voltage Solutions, Inc. for a camera surveillance system for the public safety facility.

ACTION(S) REQUESTED -

1. ACCEPT ALL GRANT FUNDING AS WELL AS ACCEPT THE BID FROM TEC-COM LOW VOLTAGE SOLUTIONS, INC.
2. AUTHORIZE THE IT MANAGER TO ENTER INTO A SERVICE CONTRACT FOR THE PROJECT.

5. ADDITION OF SCHOOL SERGEANT CLASSIFICATION

The Council will consider adding the classification of School Sergeant. This change will better meet the needs of the Oroville Police Department, in order to solidify important leadership and supporting positions.

ACTION REQUESTED -

AUTHORIZE THE JOB CLASSIFICATION OF SCHOOL SERGEANT, THE CONVERSION OF TWO VACANT POLICE OFFICERS TO SCHOOL SERGEANTS.

6. SECOND READING OF ZONING CODE AMENDMENT (ZC) 24- 02; CHANGING THE SECTION'S TITLE FROM SECOND DWELLING UNITS TO ACCESSORY DWELLING UNITS AND AMENDING MUNICIPAL CODE SECTION 17.16.010

The Council will again consider adopting ZC 24-02, changing the title of Municipal Code Section 17.16.010 from Second Dwelling Units to Accessory Dwelling Units, and establishing regulations and standards for accessory dwelling units.

ACTION REQUESTED -

1. APPROVE THE SECOND READING AND INTRODUCE BY TITLE ONLY, ORDINANCE 1878 – AN ORDINANCE OF THE OROVILLE CITY COUNCIL AMENDING SECTION 17.16.010 OF THE ZONING ORDINANCE OF THE CITY OF OROVILLE CONSISTENT WITH STATE LAW RELATING TO ACCESSORY DWELLING UNITS.

7. MINUTES FOR APPROVAL

READING OF ZONING CODE AMENDMENT (ZC) 24- 02; CHANGING THE SECTION'S TITLE FROM SECOND

Submitted for approval are 2 series of minutes (12.19.2023 and 02.06.2024) from past City Council meetings.

ACTION REQUESTED -

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

8. AGREEMENT WITH BARTLE WELLS ASSOCIATES AND FEE STUDY UPDATE

The City Council may consider authorizing the execution of an agreement with Bartle Wells and Associates Wastewater Rate Study for the City of Oroville.

ACTION(S) REQUESTED -

1. AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO EXECUTE AN AGREEMENT WITH BARTLE WELLS AND ASSOCIATES FOR THE WASTEWATER RATE STUDY IN OROVILLE;
2. PROVIDE INPUT ON THE PRELIMINARY WASTEWATER FEE STUDY ANALYSIS; AND
3. AUTHORIZATION TO MAIL OUT PROPOSITION 218 NOTICES.

9. AGREEMENT WITH MARK THOMAS AND COMPANY, INC. FOR ACTIVE TRANSPORTATION PROJECT - CYCLE 7 - GRANT WRITING ASSISTANCE FOR TABLE MOUNTAIN AND WASHINGTON AVENUE FUNDING

The City Council may consider authorizing the execution of an agreement with Mark Thomas and Company, Inc. ("Mark Thomas") for grant writing assistance for the Active Transportation Project (ATP) - Cycle 7 grant opportunity. The focus of this grant request would be for Table Mountain and Washington Avenue.

ACTION REQUESTED -

AUTHORIZE THE STAFF TO EXECUTE AN AGREEMENT WITH MARK THOMAS AND COMPANY, INC. FOR THE ATP APPLICATION PREPARATION AND SUBMISSION.

10. PROJECT TASK ORDER FOR PROFESSIONAL CONSTRUCTION MANAGEMENT AND PLANNING SERVICES WITH TROVER CONSTRUCTION MANAGEMENT FOR NEW CORPORATION YARD

The Council may consider approving Task Order with Trover Construction Management to evaluate and space plan existing buildings and proposed improvements and the new City corporation yard. Work shall include master plan site development, conceptual site plan, development of bid packages for architectural site plan/ contractor services.

ACTION REQUESTED -

AUTHORIZE APPROVAL OF TASK ORDER WITH TROVER CONSTRUCTION MANAGEMENT TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE NECESSARY SITE IMPROVEMENTS AT THE NEW CORPORATION YARD.

11. AGREEMENT WITH ACCULARM FOR SECURITY MONITORING SERVICES AT 655 CAL OAK ROAD

The City Council may consider authorizing the execution of an agreement with Accularm for security services at the new corporation yard located at 655 Cal Oak Road.

ACTION REQUESTED -

AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO EXECUTE AN AGREEMENT WITH ACCULARM, SUBJECT TO LEGAL COMPLIANCE AND APPROVAL BY THE CITY ATTORNEY, FOR SECURITY SERVICES AT THE NEW CORPORATION YARD LOCATED AT 655 CAL OAK ROAD, OROVILLE, CA.

12. AGREEMENT WITH WILLIAM'S ELECTRIC COMPANY FOR ELECTRICAL SERVICES AT 655 CAL OAK ROAD

The City Council may consider authorizing the execution of an agreement with William's Electrical Company for electrical services.

ACTION REQUESTED –

AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO EXECUTE AN AGREEMENT WITH WILLIAM'S ELECTRIC COMPANY FOR REQUIRED REPAIRS, NEW ELECTRICAL CONNECTIONS, AND LIGHTING AT THE NEW CORPORATION YARD LOCATED AT 655 CAL OAK ROAD, OROVILLE, CA.

13. CITY INVESTMENTS

The Council may consider investing in US Treasuries with LPL Financial where our CDs are currently held in accordance with the City's Investment Policy.

ACTION REQUESTED - ADOPT RESOLUTION NO. 9243 – A RESOLUTION AUTHORIZING THE CITY TO INVEST \$10,000,000 IN US TREASURIES, WITH RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR – ADMINISTRATIVE SERVICES AND BRIAN RING, CITY ADMINISTRATOR AS SIGNATORIES ON THE ACCOUNT.

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

- Mayor or Chairperson opens the public hearing and staff will present the item and answer Council questions.
- The hearing is opened for public comment limited to three (3) minutes per speaker. In the event of more than ten (10) speakers, time will be limited to one and a half (1.5) minutes. Under Government Code 54954.3, the time for each presentation may be limited.
- Speakers are requested to provide a speaker card to the City Clerk
- Public comment session is closed and then the Council will debate and take action
- Those wishing to speak at the public hearings below, but unable to attend before 5pm, may request that the council consider holding the public hearing after 5pm by emailing cityclerk@cityoforoville.org or calling 530-538-2535. Please submit request 24 hours before the meeting.
- Individuals may email comments for council consideration to publiccomment@cityoforoville.org

14. SECOND READING OF FOOD TRUCK ORDINANCE

This item to be continued to next regularly scheduled City Council meeting, April 16, 2024.

ACTION REQUESTED -

CONTINUE PUBLIC HEARING TO APRIL 16, 2024.

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

This is the time to address the Council about any item not listed on the agenda. If you wish to address the Council on an item listed on the agenda, please follow the directions listed above.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence

[i](#) Sewerage Commission Oroville Region New Service Charge Rate Schedule

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on April 16, 2024 at 4:00 p.m.

Accommodating Those Individuals with Special Needs – In compliance with the Americans with Disabilities Act, the City of Oroville encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the City Clerk at (530) 538-2535, well in advance of the regular meeting you wish to attend, so that we may make every reasonable effort to accommodate you. Documents distributed for public session items, less than 72 hours prior to meeting, are available for public inspection at City Hall, 1735 Montgomery Street, Oroville, California.

Recordings - All meetings are recorded and broadcast live on cityoforoville.org and YouTube.

**CITY OF OROVILLE
RESOLUTION NO. 9239**

Resolution Recognizing Boy Scout Troop 29 for Their 100 Year Celebration

Whereas, Boy Scout Troop 29 has been an integral part of our Oroville community for the past century, fostering leadership, character development, and service among its members; and

Whereas, Boy Scout Troop 29 has consistently upheld the values of the Boy Scouts of America, including trustworthiness, loyalty, helpfulness, friendliness, courtesy, kindness, obedience, cheerfulness, thriftiness, bravery, cleanliness, and reverence; and

Whereas, Boy Scout Troop 29 has demonstrated a commitment to community service through countless hours of volunteer work, improving our neighborhoods and enriching the lives of our citizens; and

Whereas, Boy Scout Troop 29 has provided countless opportunities for young people to experience the outdoors, learn essential life skills, and develop into responsible, contributing members of society; and

Whereas, Boy Scout Troop 29 has mentored generations of youth, instilling in them the values of leadership, citizenship, and service to others; and

Whereas, Boy Scout Troop 29 has reached a historic milestone by celebrating its 100th anniversary, marking a century of dedication, achievement, and positive impact on our Oroville community;

Now, therefore, be it resolved that the City of Oroville hereby extends its heartfelt congratulations and recognition to Boy Scout Troop 29 on the occasion of their 100th anniversary; and

Be it further resolved that this governing body commends Boy Scout Troop 29 for their unwavering commitment to the principles of Scouting and for their significant contributions to the betterment of our community over the past century; and

Be it further resolved that this governing body encourages all citizens to join in celebrating Boy Scout Troop 29's centennial milestone and to continue supporting their efforts to develop the leaders of tomorrow.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting April 2, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

David Pittman
Mayor

ATTEST:

Kayla Reaster Acting City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, DIRECTOR
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT**

RE: FORECLOSURE OF 3235 BURLINGTON AVENUE

DATE: APRIL 2, 2024

SUMMARY

The City Council may consider initiating foreclosure proceedings related to the City of Oroville’s interest in the Deed of Trust against the property located at 3235 Burlington Ave., Oroville (APN 035-096-004).

DISCUSSION

Staff is requesting authorization from the Council to initiate foreclosure on the property located at 3235 Burlington Ave. The current property owner obtained a mortgage subsidy loan through the City’s Homeownership Assistance Program in the amount of \$60,000.

The borrower is in default on their first mortgage, Evergreen Home Loans, which holds the first lien position. The approximate amount to cure the default and to secure the City’s lien positions would be \$120,488.22. Comparable properties show the value of 3235 Burlington Ave, to be approximately \$207,785.50.

Address	Amount Due to Primary Lender	Amount of City Loan	Total Loans	Value Based on Comparable
3235 Burlington Ave	\$120,488.22 through 04/12/2024	\$68,842.19 through 04/12/2024	\$189,330.41 (approx.)	\$207,785.50

If the City Council authorizes staff to secure the City’s interest in this property, staff is proposing that the property be resold on the open market to recoup homebuyer loan costs. Staff has not gained access the interior of the home to determine what, if any, repairs are needed. Staff will bring these items back to Council if repairs in excess of normal wear and tear maintenance are required.

FISCAL IMPACT

There is no general fund impact. Approximately \$5,000 will be needed to cure the default, including foreclosure fees from Fund 220 or 227.

RECOMMENDATION

Adopt Resolution No. 9240 -A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS AND ANY AMENDMENTS THERETO NECESSARY TO INITIATE AND COMPLETE FORECLOSURE PROCEEDINGS ON REAL PROPERTY LOCATED AT 3235 BURLINGTON AVE., OROVILLE (APN 035-096-004)

ATTACHMENTS

Resolution 9240

**CITY OF OROVILLE
RESOLUTION NO. 9240**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS AND ANY AMENDMENTS THERETO NECESSARY TO INITIATE AND COMPLETE FORECLOSURE PROCEEDINGS ON REAL PROPERTY LOCATED AT 3235 BURLINGTON AVE., OROVILLE (APN 035-096-004)

NOW, THEREFORE, BE IT RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute all documents and any amendments thereto necessary to initiate and complete foreclosure proceedings on 3235 Burlington Ave., Oroville CA, (APN 035-096-004) Oroville, California; and
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on April 2, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, DIRECTOR
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT**

**RE: 2022-23 HOME INVESTMENT PARTNERSHIP (HOME) GRANT
APPLICATION AND USE OF CITY REVOLVING LOAN FUND FOR
ADMINISTRATIVE COSTS**

DATE: APRIL 2, 2024

SUMMARY

The City Council may consider the submittal of an application to the State Department of Housing and Community Development (HCD) for the 2022-2023 HOME Investment Partnerships Program (HOME) in the amount of \$500,000.

In addition, City Council may consider supplementing general administration costs associated with administering this program with City Revolving Loan funds in the amount of \$50,000.

DISCUSSION

The State Department of Housing and Community Development released a Notice of Funding Availability (NOFA) on January 19, 2024, requesting applications for funding from the HOME 2022-23 NOFA. The final date for application submittals is April 9, 2024.

The HOME Program offers the following eligible activities:

Project Activities

- Multi-Family Rental Projects (new construction and/or rehabilitation with or without acquisitions); and
- First Time Homebuyer (FTHB) Projects.

Program Activities

- FTHB;
- Owner Occupied Rehabilitation (OOR); and
- Tenant-Based Rental Assistance (TBRA).

City Staff is recommending an application for FTHB Funds. Currently the City of Oroville's Homeownership Program is being funded by CalHOME Program Income. We do not have any active grant funds available to utilize for this program and once the CalHOME funds

(approximately \$500,000) are exhausted, no funds will be available. It is imperative that the City secures new funding in order to keep our program open to new applicants.

The HOME Program only allows for \$12,500 in general administration funds on a grant amount of \$500,000 for a period of 3 years, which is inadequate. Staff is recommending the council approve supplementing the general administration with \$50,000 from the City Revolving Loan Fund.

Funding Source	Use of Funds	Amount
2022-23 HOME Grant	General Administration	\$12,500.00
2022-23 HOME Grant	Activity Delivery	\$31,687.00
2022-23 HOME Grant	FTHB Loans	\$455,813.00
City RLF	General Administration	\$50,000.00
Total		\$550,000.00

First Time Homebuyer assistance is generally used for:

1. Down Payment Assistance;
2. To reduce monthly debt service on the first mortgage by a private lender; and
3. Activity Delivery costs.

The program will include varying amounts of mortgage subsidy assistance based on household income and family size up to \$100,000 or 45% of the purchase price, whichever is less.

Income Limits

Household income will be restricted to 80% or less of the Butte County area median income as established by the Department of Housing and Urban Development (HUD).

FISCAL IMPACT

There is no general fund impact.

Should the grant be awarded the fiscal impact will be addressed when the budget is established for this activity.

RECOMMENDATION

1. Adopt Resolution No. 9241 -AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND OF ANY RELATED

DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIPS PROGRAM.

2. Adopt Resolution 9242 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE USE OF THE CITY REVOLVING LOAN FUND TO SUPPLEMENT GENERAL ADMINISTRATION COSTS ASSOCIATED WITH THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT 2022-23 HOME INVESTMENT PARTNERSHIPS PROGRAM GRANT IN THE AMOUNT OF \$50,000, IF AWARDED.

ATTACHMENTS

1. Resolution 9241
2. Resolution 9242

**CITY OF OROVILLE
RESOLUTION NO. 9241**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIPS PROGRAM.

- A. **WHEREAS**, The California Department of Housing and Community Development (the “Department”) is authorized to allocate HOME Investment Partnerships Program (“HOME”) funds made available from the U.S. Department of Housing and Urban Development (“HUD”). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200; and
- B. **WHEREAS**, On January 19, 2024, the Department issued a Notice of Funding Availability announcing the availability of funds under the HOME program (the “NOFA”); and
- C. **WHEREAS**, In response to that HOME NOFA, The City of Oroville a municipality of the State of California (the “Applicant”), wishes to apply to the Department for, and receive an allocation of, HOME funds.

NOW, THEREFORE, BE IT RESOLVED by the Oroville City Council as follows:

1. In response to the above-referenced HOME NOFA, the Applicant shall submit an application to the Department to participate in the HOME program and for an allocation of funds not to exceed Five Hundred Thousand Dollars \$500,000.00 for the following activities and/or programs: First Time Homebuyer Program in the City limits of Oroville.
2. If the application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant will also execute a Standard Agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program (collectively, the required documents).

- 3. The Applicant authorizes the City Administrator or their designee(s) to execute, in the name of the Applicant, the HOME Standard Agreement.
- 4. The Applicant authorizes the Finance Director or their designee(s) to execute, in the name of the Applicant, all other required documents.
- 5. The Assistant City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on April 2, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk

The undersigned, Kayla Reaster, Assistant City Clerk does hereby attest and certify that the foregoing is a true and fully copy of a resolution of the governing board of the Applicant passed and adopted at a duly convened meeting on the date set forth above, and said resolution has not been altered, amended, or repealed.

Kayla Reaster, Assistant City Clerk

**CITY OF OROVILLE
RESOLUTION NO. 9242**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE USE OF CITY REVOLVING LOAN FUNDS TO SUPPLEMENT GENERAL ADMINISTRATION COSTS ASSOCIATED WITH THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT 2022-23 HOME INVESTMENT PARTNERSHIPS PROGRAM GRANT IN THE AMOUNT OF \$50,000, IF AWARDED.

NOW, THEREFORE, BE IT RESOLVED by the Oroville City Council as follows:

1. The Home Investment Partnerships Program Application will be submitted to the California State Department of Housing and Community Development; and
2. The City of Oroville Business Assistance/Housing Division has recommended that the City Council apply for funds in the amount of \$500,000 for First Time Home Buyer (FTHB) acquisition, general administration, and activity delivery.
3. The City hereby approves the use of City Revolving Loan funds in the amount of \$50,000 to supplement general administration costs.
4. The Assistant City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on April 2, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: TYSON PARDEE, MANAGER
INFORMATION TECHNOLOGY DIVISION

RE: CONTRACT WITH ULTRA LINK CABLING SYSTEMS, INC FOR CITY
HALL NETWORK REWIRE

DATE: APRIL 2, 2024

SUMMARY

The Council will consider accepting bids and approving contract with Ultra Link Cabling Systems, Inc. for an upgrade to the network wiring at City Hall.

DISCUSSION

The network ethernet cabling at City Hall is old and numerous connections are starting to fail. There are multiple data closets which are unnecessary, add more complexity and decrease security within the network. This rewire would consolidate and centralize all connections to the server room to increase security and decrease complexity. As technology has changed, and is ever changing, the need for this upgrade is long overdue. This rewire will also include the addition of more connections throughout the building to make room for future technology.

On January 16, 2024, a request for proposals was published with a closing date of February 29, 2024. The request was for a complete rewire of City Hall which it includes the removal of all old cabling.

As of February 29, 2024, (8) eight proposals were received. The proposals were from Ultra Link Cabling Systems, Inc., HCI Systems, Inc., World Telecom & Surveillance, Inc., X-ACT Technology Solutions, Tec-Com Low Voltage Solutions, Inc., HHS Construction, LLC, Telcom Data, LLC and Gigakom. The information from each proposal was compiled and reviewed by the IT Department.

After reviewing the information within the bids, the IT department would like to enter into an agreement with Ultra Link Cabling Systems, Inc. Ultra Link was the lowest bid, and their proposal meets all of the requirements.

FISCAL IMPACT

The City's Technology Fee Fund in the amount of \$64,873.25

RECOMMENDATION

Accept the bid from Ultra Link Cabling System and authorize the IT Manager to enter into a service contract for the project.

ATTACHMENTS

- 1) Request for Proposal
- 2) RFP responses
- 3) Ultralink Proposal
- 4) Service Contract- Agreement 3499



CITY OF OROVILLE

**1735 MONTGOMERY STREET
OROVILLE, CALIFORNIA 95965
(530) 538-2401**

IT DEPARTMENT

PROPOSAL

FOR

CITY HALL NETWORK CABLING UPGRADE

CITY OF OROVILLE

PUBLIC NOTICE

Sealed Proposal for the following are being accepted:

City Hall Network Cabling Upgrade

at the City Hall, 1735 Montgomery Street, Oroville, CA 95965 until February 29, 2024, 2:00 P.M., at which time they will be publicly opened and read.

**A mandatory “Walk Through” of the project with a detailed explanation of expected level of services and specific criteria will be conducted on February 15, 2024 at 9am at
1735 Montgomery Street
Oroville, CA 95965**

Bid specifications including bid proposal forms are available at City Hall - 1735 Montgomery Street, Oroville, CA 95965. Any questions should be directed to Tyson Pardee at (530) 538-2493 or tpardee@cityoforoville.org.

BID FORM

City Hall Network Rewire

Materials: <small>(as specified on proposal request)</small>		\$	
Labor:		\$	
SUB TOTAL		\$	
TAX		\$	
FREIGHT/DELIVERY		\$	
TOTAL		\$	

The amount of _____ Dollars
(\$ _____)

The undersigned has checked carefully all the above figures and understands that the City Council shall not be responsible for any error or omissions on the part of the undersigned in making up this bid.

In case of a discrepancy between words and figures, the words shall prevail.

The undersigned hereby certifies that this bid is genuine and not a sham or collusive, or made in the interest of or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

The City reserves the right to reject any or all bids. The City reserves the right to delete or award all or part of the bid.

It is agreed that this bid may not be withdrawn for a period of forty-five (45) days from the opening thereof.

The terms and conditions of the final contract when executed shall control and supersede anything herein to the contrary or inconsistent with such contract.

Company Name

Area Code/Phone

Print Name

Signature

SPECIFICATIONS

For

City Hall Network Cabling Upgrade

SCOPE:

- A. The “City Representative” shall refer to the City’s IT Manager, or his or her designee. The terms “Contract” shall refer to the contract entered between City and the selected Contractor.
- B. The City Representative will supply a network diagram detailing where wiring will be installed. Network wiring will include 314 computer network connections and 4 wireless access point locations (AP). These are detailed on the attached floorplan diagram.
- C. Contractor will provide and complete network cable installation including wiring/cabling, testing, certification, cable hangers, jacks, boxes, faceplates, raceway, patch panels, connectors, labels, as needed. Existing rack is in place and to be used. All network cable will be properly installed according to the NEC, supported with J-hooks or hangers as needed.
- D. All Raceway, boxes, and Faceplates must be white unless otherwise specified.
- E. All equipment and material must be new. Used, refurbished or repurposed equipment or material is not acceptable.
- F. All new network wiring will be clearly labeled by contractor on both ends with label maker.
- G. All new network wiring, patch panels, and connectors will be a minimum Category 6, tested, labeled and certified to at least 1 Gb/s.
- H. Map locations are approximations for bidding, exact locations to be mutually agreed upon prior to installation.
- I. Demo all antiquated data cabling once the building has been tested and completed.
- J. All labor within this project will be prevailing wage.
- K. The Contractor shall take a proactive approach in correcting problems within the Contractors’ span of responsibility and control. Other problems and suggestions for improvements, both short and long term, must be submitted promptly to the City Representative for appropriate action.

L. All contracted employees while on the site shall exhibit a professional appearance.

M. Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City Representative and shall be rectified in an approved manner back to its condition prior to damage, at the Contractor's expense, within 72 hours. Any hazardous conditions noted, or seen, by the Contractor that have occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City Representative.

N. Contractor agrees to perform all work outlined in the Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A. Safety Requirements at all times so as to protect all person, including Contractor's employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on City property, including a complete written report thereof to the City Representative within twenty-four (24) hours following the occurrence.

O. During the progress of the work, if latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the City Representative in writing of such specific differing conditions before they are disturbed and before the affected work is performed. Upon notification, the City Representative will investigate the conditions, and if the City Representative determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the work under the Contract, an adjustment will be made, and the Contract modified in writing accordingly. The City Representative will notify the Contractor of his determination if an adjustment of the Contract is warranted in writing. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has requested such in writing. No Contract adjustment will be allowed under provisions specified in this section for any effects on unchanged work.

P. Contractor shall invoice the City upon completion of the project in a form approved by the City representative. Invoicing shall include a detail of costs for work performed during the project.

Q. Payment will be made for work satisfactorily completed as called for in the Contract. The City Representative shall inspect and notify the Contractor of any unsatisfactory work. Unsatisfactory work shall be corrected within 5 business days. Contractor or Contractor's representative shall meet with a representative from the City as requested by the City, during the life of the Contract, in order to inspect work performed. Full compensation for conforming to the work of these specifications shall be considered as included in the Contract unit prices, or the proposed hourly rates and material markup, and no further payment may be made thereof. The Contract rates shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing the work as specified herein, and as directed by the City.

R. If City gives reasonable notice to Contractor, City may propose in writing changes to Contractor's work within the Scope of Services described. If Contractor believes any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes. Contractor may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of this Agreement covering such Scope of Services. When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to this Agreement. In the event the Parties cannot reach agreement as to the proposed change, at the City's sole discretion, Contractor shall perform such work and will be paid for labor, materials, equipment rental, etc., used to perform the work. City shall not be liable for payment of any changes in this section, nor shall Contractor be obligated to perform any such changes, except upon such written amendment or supplement; provided that if, upon City's written request, Contractor begins work in accordance with a proposed change, City shall be liable to Contractor for the amounts due with respect to Contractor's work pursuant to such change, unless and until City notifies Contractor to stop work on such change. Any additional work requested once the not-to-exceed amounts for the term of the Contract have been reached will require a formal amendment to the Contract.

S. Rates shall include all direct and indirect costs. For labor or equipment not listed in the Bid Proposal which is needed to perform additional work, the hourly rate shall be agreed upon between the City and Contractor before the services are performed.

T. It will be the responsibility of the Contractor to provide all equipment and labor as necessary to perform the work described in these documents in a safe, efficient, aesthetically pleasing, and legal manner.

U. The City requires contractors to obtain and maintain insurance throughout the contract term. The required insurance certificates must comply with all requirements described in and must be provided with the Contract.

V. The City will award one contract for the work to a responsive and responsible bidder, provided that the Bidder is determined to be qualified based on the requirements listed herein. In order to be determined responsive, a Bidder must respond to all requested information and supply all required information in this RFP. Any bid may be rejected if it is conditional, incomplete, or contain irregularities. Minor or immaterial irregularities in a bid may be waived. Waiver of an irregularity shall in no way modify this RFP nor affect recommendation for award of contract.

Your proposal will require a returned signed copy of this Specification from the authorized submitter of the bid for this service:

Printed Name of Signatory

Name of Company or Business

Signature

Date

Request For Proposal
City Hall Network Rewire

Bids Received - February 29, 2024 at 2pm

Received From:

Consultant	Bid Amount
Ultra Link Cabling Systems, Inc.	\$64,873.25
HCI Systems, Inc.	\$73,500.00
World Telecom & Surveillance, Inc.	\$89,739.26
X-ACT Technology Solutions	\$108,875.46
Tec-Com Low Voltage Solutions, Inc.	\$108,965.00
HHS Construction, LLC	\$144,485.43
Telcom Data, LLC	\$146,169.00
Gigakom	\$181,712.42



CITY OF OROVILLE

**1735 MONTGOMERY STREET
OROVILLE, CALIFORNIA 95965
(530) 538-2401**

IT DEPARTMENT

PROPOSAL

FOR

CITY HALL NETWORK CABLING UPGRADE

CITY OF OROVILLE

PUBLIC NOTICE

Sealed Proposal for the following are being accepted:

City Hall Network Cabling Upgrade

at the City Hall, 1735 Montgomery Street, Oroville, CA 95965 until February 29, 2024, 2:00 P.M., at which time they will be publicly opened and read.

**A mandatory “Walk Through” of the project with a detailed explanation of expected level of services and specific criteria will be conducted on February 15, 2024 at 9am at
1735 Montgomery Street
Oroville, CA 95965**

Bid specifications including bid proposal forms are available at City Hall - 1735 Montgomery Street, Oroville, CA 95965. Any questions should be directed to Tyson Pardee at (530) 538-2493 or tpardee@cityoforoville.org.

BID FORM

City Hall Network Rewire

Materials: <small>(as specified on proposal request)</small>		\$ 22,515.70	
Labor:		\$ 40,500.00	
SUB TOTAL		\$ 63,015.70	
TAX		\$ 1,857.55	
FREIGHT/DELIVERY		\$ 0	
TOTAL		\$ 64,873.25	

The amount of Sixty four thousand eight hundred
seventy three and 25/100 Dollars (\$_64873.25__)

The undersigned has checked carefully all the above figures and understands that the City Council shall not be responsible for any error or omissions on the part of the undersigned in making up this bid.

In case of a discrepancy between words and figures, the words shall prevail.

The undersigned hereby certifies that this bid is genuine and not a sham or collusive, or made in the interest of or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

The City reserves the right to reject any or all bids. The City reserves the right to delete or award all or part of the bid.


It is agreed that this bid may not be withdrawn for a period of forty-five (45) days from the opening thereof.

The terms and conditions of the final contract when executed shall control and supersede anything herein to the contrary or inconsistent with such contract.

__Ultra Link Cabling Systems Inc __
Company Name

__530-887-2370__
Area Code/Phone

__Daniel L Martinez__
Print Name


Signature

SPECIFICATIONS

For

City Hall Network Cabling Upgrade

SCOPE:

- A. The "City Representative" shall refer to the City's IT Manager, or his or her designee. The terms "Contract" shall refer to the contract entered between City and the selected Contractor.
- B. The City Representative will supply a network diagram detailing where wiring will be installed. Network wiring will include 314 computer network connections and 4 wireless access point locations (AP). These are detailed on the attached floorplan diagram.
- C. Contractor will provide and complete network cable installation including wiring/cabling, testing, certification, cable hangers, jacks, boxes, faceplates, raceway, patch panels, connectors, labels, as needed. Existing rack is in place and to be used. All network cable will be properly installed according to the NEC, supported with J-hooks or hangers as needed.
- D. All Raceway, boxes, and Faceplates must be white unless otherwise specified.
- E. All equipment and material must be new. Used, refurbished or repurposed equipment or material is not acceptable.
- F. All new network wiring will be clearly labeled by contractor on both ends with label maker.
- G. All new network wiring, patch panels, and connectors will be a minimum Category 6, tested, labeled and certified to at least 1 Gb/s.
- H. Map locations are approximations for bidding, exact locations to be mutually agreed upon prior to installation.
- I. Demo all antiquated data cabling once the building has been tested and completed.
- J. All labor within this project will be prevailing wage.
- K. The Contractor shall take a proactive approach in correcting problems within the Contractors' span of responsibility and control. Other problems and suggestions for improvements, both short and long term, must be submitted promptly to the City Representative for appropriate action.

L. All contracted employees while on the site shall exhibit a professional appearance.

M. Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City Representative and shall be rectified in an approved manner back to its condition prior to damage, at the Contractor's expense, within 72 hours. Any hazardous conditions noted, or seen, by the Contractor that have occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City Representative.

N. Contractor agrees to perform all work outlined in the Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A. Safety Requirements at all times so as to protect all person, including Contractor's employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on City property, including a complete written report thereof to the City Representative within twenty-four (24) hours following the occurrence.

O. During the progress of the work, if latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the City Representative in writing of such specific differing conditions before they are disturbed and before the affected work is performed. Upon notification, the City Representative will investigate the conditions, and if the City Representative determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the work under the Contract, an adjustment will be made, and the Contract modified in writing accordingly. The City Representative will notify the Contractor of his determination if an adjustment of the Contract is warranted in writing. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has requested such in writing. No Contract adjustment will be allowed under provisions specified in this section for any effects on unchanged work.

P. Contractor shall invoice the City upon completion of the project in a form approved by the City representative. Invoicing shall include a detail of costs for work performed during the project.

Q. Payment will be made for work satisfactorily completed as called for in the Contract. The City Representative shall inspect and notify the Contractor of any unsatisfactory work. Unsatisfactory work shall be corrected within 5 business days. Contractor or Contractor's representative shall meet with a representative from the City as requested by the City, during the life of the Contract, in order to inspect work performed. Full compensation for conforming to the work of these specifications shall be considered as included in the Contract unit prices, or the proposed hourly rates and material markup, and no further payment may be made thereof. The Contract rates shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing the work as specified herein, and as directed by the City.

R. If City gives reasonable notice to Contractor, City may propose in writing changes to Contractor's work within the Scope of Services described. If Contractor believes any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes. Contractor may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of this Agreement covering such Scope of Services. When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to this Agreement. In the event the Parties cannot reach agreement as to the proposed change, at the City's sole discretion, Contractor shall perform such work and will be paid for labor, materials, equipment rental, etc., used to perform the work. City shall not be liable for payment of any changes in this section, nor shall Contractor be obligated to perform any such changes, except upon such written amendment or supplement; provided that if, upon City's written request, Contractor begins work in accordance with a proposed change, City shall be liable to Contractor for the amounts due with respect to Contractor's work pursuant to such change, unless and until City notifies Contractor to stop work on such change. Any additional work requested once the not-to-exceed amounts for the term of the Contract have been reached will require a formal amendment to the Contract.

S. Rates shall include all direct and indirect costs. For labor or equipment not listed in the Bid Proposal which is needed to perform additional work, the hourly rate shall be agreed upon between the City and Contractor before the services are performed.

T. It will be the responsibility of the Contractor to provide all equipment and labor as necessary to perform the work described in these documents in a safe, efficient, aesthetically pleasing, and legal manner.

U. The City requires contractors to obtain and maintain insurance throughout the contract term. The required insurance certificates must comply with all requirements described in and must be provided with the Contract.

V. The City will award one contract for the work to a responsive and responsible bidder, provided that the Bidder is determined to be qualified based on the requirements listed herein. In order to be determined responsive, a Bidder must respond to all requested information and supply all required information in this RFP. Any bid may be rejected if it is conditional, incomplete, or contain irregularities. Minor or immaterial irregularities in a bid may be waived. Waiver of an irregularity shall in no way modify this RFP nor affect recommendation for award of contract.

Your proposal will require a returned signed copy of this Specification from the authorized submitter of the bid for this service:

Daniel L Martinez
Printed Name of Signatory


Signature

Ultra Link Cabling Systems Inc.
Name of Company or Business

2-20-2024
Date

ULTRA LINK

Cabling Systems, Inc.

February 20, 2024

City of Oroville
City Hall
 1735 Montgomery St,
 Oroville, CA 95965

Project Description: Network cabling

- Provide and install (314) new category 6 CMR cabling drops into (170) locations per customer drawings for network voice and data connectivity.
- Provide and install (4) new category 6 CMR cabling drops into (4) locations for wireless network access points.
- All cables are to run back to the MDF location in the server room.
- All cables are to terminate into modular jacks that insert into patch panels.
- All cabling will be supported above the T-Bar ceilings using J-hooks/ bridal rings.
- After completion of new cabling, remove all old unused cabling.
- All cables are to be installed in a professional manner utilizing all applicable county, state, federal, and manufacturer codes and procedures.
- Label, test and certify all installed cables.

Labor/Materials City of Oroville

40,000'	Cat 6 CMR Cable Blue Commscope Blue Plenum	
2	Vertical wire mangers double sided WPV45E Panduit	
7	48 port patch panels Frames Commscope CPP-UDDM-SL-2U-48	
632	USL600 Blue Cat 6 Commscope Jacks	
170	Face Plates Commscope 1-2111009-3 2 port white	
1lot	TSR2W surface raceway w/fittings	
40	JBX Boxes White	
1lot	Ceiling support hardware	
1Lot	Misc. Consumables, Labels, Velcro etc.	
1lot	Conduit sleeves	
Total Materials		22,515.70
Tax 8.25%		1,857.55
Total Labor		40,500.00
Total Quote		64,873.25

- There are no subcontractors for this project.
- All prevailing wage requirements apply to this project.
- Ultra Link Cabling Systems Inc. will provide a 25-year Manufacturer warranty on this project starting from the completion date.

Dan Martinez

875 Nevada Street Auburn, CA 95603
 (530) 887-2370
www.ultralinkinc.com
 CSL# 644630

AGREEMENT 3499

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on **April 2, 2024**, by and between the City of Oroville, a municipal corporation (“City”) and **Ultra Link Cabling Systems Inc.** (“Contractor”).

RECITALS

- A. Contractor is specially trained, experienced, and competent to perform the installation of network cable rewiring of City Hall, which will be required by this Agreement as described in Attachment A; and
- B. Contractor possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement and in Attachment A on the terms and conditions described herein.
- C. City desires to retain Contractor to render the work of as set forth herein and in Attachment A.

AGREEMENT**1 SCOPE OF WORK.**

Except as specified in this Agreement, Contractor shall furnish all professional services, including labor, material, equipment, transportation, supervision, and expertise (collectively referred to as “Work”) to satisfactorily complete the installation of network cable rewiring installation required by City at Contractor's own risk and expense. The materials and work to be provided to City are more fully described in Attachment “A”. All the attachments referenced in this Agreement are attached and are incorporated by this reference.

1.1 City Obligations

All data applicable to the project and in possession of the City are to be made available to the Contractor.

2 TIME OF PERFORMANCE.

Contractor will make all reasonable efforts to observe the dates requested for installation or other performance, however Contractor shall not be liable for delay in performance due to unforeseen circumstances or causes beyond its control, including without limitation weather conditions, lockout, riot, war, fire, acts of God, accident, delays caused by any supplier or by the Customer, inability to obtain or substantial rise in the cost of labor or materials or compliance with any law, regulation or order. Performance shall be deemed suspended during and extended for such time as any such circumstances or causes delay its execution.

3 COMPENSATION.

Compensation to be paid to Consultant shall not exceed \$ 64,873.25, and shall be in accordance with the Cost Proposal described in Exhibit "A", which is attached hereto and incorporated herein by reference. City shall pay sales tax on all applicable items, in excess of the amount outlined above. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment. In no event shall Contractor's compensation exceed the amounts set forth in Attachment "A" without the prior written approval of the City.

4 METHOD OF PAYMENT.

Consultant shall submit billing to City describing the work performed. Consultant's bills shall include a brief description of the services performed, the date the services were performed, including any pertinent information required by City. City shall pay Consultant

no later than 30 days after approval of the monthly invoice by City staff. Contractor shall be fully responsible for payment to any subcontractors, suppliers or services utilized by Contractor to fulfill Contractor's responsibilities under this agreement. Contractor agrees to release and hold the City harmless to any and all obligations encumbered by Contractor in the fulfillment of this agreement.

5 EXTRA WORK.

At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Contractor's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without prior written authorization from City.

6 TERMINATION.

This Agreement may be terminated by the City immediately for cause and without cause upon thirty (30) days written notice of termination. Upon termination, Contractor shall be entitled to compensation for work properly performed up to the effective date of termination.

7 OWNERSHIP OF DOCUMENTS.

All media, reports, plans, studies, documents, and other writings prepared by and for Contractor, in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon Contractor's completion of such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such media, reports, plans, studies, documents, and other

writings to City within three (3) days after written request. Contractor shall not be responsible for liabilities, losses, or claims resulting from unauthorized modifications, or reuse other than original intended purpose.

8 LICENSING OF INTELLECTUAL PROPERTY.

This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in media, documents or works of authorship fixed in any tangible medium of expression, including, but not limited to, data magnetically or otherwise recorded on computer disks, which are prepared or caused to be prepared by Contractor under this Agreement (“Documents and Data”). Contractor represents and warrants that Contractor has the legal right to license any and all Documents and Data. Contractor makes no such representation and warranty in regard to Documents and Data which may be provided to Contractor by City. City shall not be limited in any way in its use of the Documents and Data at any time.

8.1 Confidentiality.

All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, media, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor, which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed

confidential. Contractor shall not use City's name, seal, or photographs relating to project for which Contractor's services are rendered, or participate in any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium, without the prior written consent of City.

8.2 Contractor's Books and Records.

- 8.2.a Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to performance of or charges for services, expenditures and disbursements charged to City for a minimum period of two (2) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.
- 8.2.b. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of **three (3) years**, or for any longer period required by law, from the date of termination or completion of this Agreement.
- 8.2.c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, Chief of Police or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection electronically or at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.

9 INDEPENDENT CONTRACTOR.

It is understood that Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Contractor hereby expressly waives any claim it may have to any such rights.

10 INTEREST OF CONTRACTOR.

Contractor (including principals, associates, and professional employees and subcontractors) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and

direction of the City or any City official, other than normal agreement monitoring;
and

- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

11 PROFESSIONAL ABILITY OF CONTRACTOR.

City has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. Contractor shall manage and approve the work of all persons performing professional work under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

12 COMPLIANCE WITH LAWS.

Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

13 LICENSES.

Contractor represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature, which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain, at all times during the term of this Agreement, any licenses, permits, certifications, insurance and approvals which are required by the City for its business.

14 INDEMNITY.

Contractor agrees to defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses,

damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from Contractor's negligent performance, intentional acts, misconduct or omissions relating to the work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

15 INSURANCE REQUIREMENTS.

Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Attachment "B" attached hereto.

16 NOTICES.

Any notice required to be given under this Agreement shall be in writing and will either be served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: Brian Ring
 City Administrator
 City of Oroville
 1735 Montgomery St.
 Oroville, CA 95965

If to Contractor: Ultra Link Cabling Systems, Inc.
 Attn: Dan Martinez
 875 Nevada Street
 Auburn, CA 95603

17 ENTIRE AGREEMENT.

This Agreement constitutes the complete and exclusive statement of Agreement between the City and Contractor. All prior written and oral communications, including

correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

18 **AMENDMENTS.**

This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

19 **ASSIGNMENT AND SUBCONTRACTING.**

The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties, or obligations of the Contractor under this Agreement will be permitted only with the express prior written consent of the City. No subcontractors (other than those listed on Attachment "A") shall work under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and a subcontractor of the Contractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

20 **Waiver.**

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21 **SEVERABILITY.**

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22 **CONTROLLING LAW VENUE.**

This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state or federal court with jurisdiction over the County of Butte.

23 **LITIGATION EXPENSES AND ATTORNEY'S FEES.**

If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

24 **EXECUTION.**

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

27 **AUTHORITY TO ENTER AGREEMENT.**

Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

28 **PROHIBITED INTERESTS.**

Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent

upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29 EQUAL OPPORTUNITY EMPLOYMENT.

Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex, age, or in any other way prohibited by law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the date first written above.

CITY OF OROVILLE

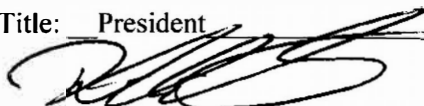
LICENSED CONTRACTOR

By: _____

David Pittman, Mayor

By: Dan Martinez

Title: President



APPROVED AS TO FORM:

ATTEST:

By: _____

Scott Huber, City Attorney

By: _____

Kayla Reaster, City Clerk

ATTACHMENT "A"Scope of Work

SPECIFICATIONS

For

City Hall Network Cabling Upgrade

SCOPE:

- A. The "City Representative" shall refer to the City's IT Manager, or his or her designee. The terms "Contract" shall refer to the contract entered between City and the selected Contractor.
- B. The City Representative will supply a network diagram detailing where wiring will be installed. Network wiring will include 314 computer network connections and 4 wireless access point locations (AP). These are detailed on the attached floorplan diagram.
- C. Contractor will provide and complete network cable installation including wiring/cabling, testing, certification, cable hangers, jacks, boxes, faceplates, raceway, patch panels, connectors, labels, as needed. Existing rack is in place and to be used. All network cable will be properly installed according to the NEC, supported with J-hooks or hangers as needed.
- D. All Raceway, boxes, and Faceplates must be white unless otherwise specified.
- E. All equipment and material must be new. Used, refurbished or repurposed equipment or material is not acceptable.
- F. All new network wiring will be clearly labeled by contractor on both ends with label maker.
- G. All new network wiring, patch panels, and connectors will be a minimum Category 6, tested, labeled and certified to at least 1 Gb/s.
- H. Map locations are approximations for bidding, exact locations to be mutually agreed upon prior to installation.
- I. Demo all antiquated data cabling once the building has been tested and completed.
- J. All labor within this project will be prevailing wage.
- K. The Contractor shall take a proactive approach in correcting problems within the Contractors' span of responsibility and control. Other problems and suggestions for improvements, both short and long term, must be submitted promptly to the City Representative for appropriate action.

L. All contracted employees while on the site shall exhibit a professional appearance.

M. Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City Representative and shall be rectified in an approved manner back to its condition prior to damage, at the Contractor's expense, within 72 hours. Any hazardous conditions noted, or seen, by the Contractor that have occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City Representative.

N. Contractor agrees to perform all work outlined in the Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A. Safety Requirements at all times so as to protect all person, including Contractor's employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on City property, including a complete written report thereof to the City Representative within twenty-four (24) hours following the occurrence.

O. During the progress of the work, if latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the City Representative in writing of such specific differing conditions before they are disturbed and before the affected work is performed. Upon notification, the City Representative will investigate the conditions, and if the City Representative determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the work under the Contract, an adjustment will be made, and the Contract modified in writing accordingly. The City Representative will notify the Contractor of his determination if an adjustment of the Contract is warranted in writing. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has requested such in writing. No Contract adjustment will be allowed under provisions specified in this section for any effects on unchanged work.

P. Contractor shall invoice the City upon completion of the project in a form approved by the City representative. Invoicing shall include a detail of costs for work performed during the project.

Q. Payment will be made for work satisfactorily completed as called for in the Contract. The City Representative shall inspect and notify the Contractor of any unsatisfactory work. Unsatisfactory work shall be corrected within 5 business days. Contractor or Contractor's representative shall meet with a representative from the City as requested by the City, during the life of the Contract, in order to inspect work performed. Full compensation for conforming to the work of these specifications shall be considered as included in the Contract unit prices, or the proposed hourly rates and material markup, and no further payment may be made thereof. The Contract rates shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing the work as specified herein, and as directed by the City.

R. If City gives reasonable notice to Contractor, City may propose in writing changes to Contractor's work within the Scope of Services described. If Contractor believes any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes. Contractor may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of this Agreement covering such Scope of Services. When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to this Agreement. In the event the Parties cannot reach agreement as to the proposed change, at the City's sole discretion, Contractor shall perform such work and will be paid for labor, materials, equipment rental, etc., used to perform the work. City shall not be liable for payment of any changes in this section, nor shall Contractor be obligated to perform any such changes, except upon such written amendment or supplement; provided that if, upon City's written request, Contractor begins work in accordance with a proposed change, City shall be liable to Contractor for the amounts due with respect to Contractor's work pursuant to such change, unless and until City notifies Contractor to stop work on such change. Any additional work requested once the not-to-exceed amounts for the term of the Contract have been reached will require a formal amendment to the Contract.

S. Rates shall include all direct and indirect costs. For labor or equipment not listed in the Bid Proposal which is needed to perform additional work, the hourly rate shall be agreed upon between the City and Contractor before the services are performed.

T. It will be the responsibility of the Contractor to provide all equipment and labor as necessary to perform the work described in these documents in a safe, efficient, aesthetically pleasing, and legal manner.

U. The City requires contractors to obtain and maintain insurance throughout the contract term. The required insurance certificates must comply with all requirements described in and must be provided with the Contract.

V. The City will award one contract for the work to a responsive and responsible bidder, provided that the Bidder is determined to be qualified based on the requirements listed herein. In order to be determined responsive, a Bidder must respond to all requested information and supply all required information in this RFP. Any bid may be rejected if it is conditional, incomplete, or contain irregularities. Minor or immaterial irregularities in a bid may be waived. Waiver of an irregularity shall in no way modify this RFP nor affect recommendation for award of contract.

Your proposal will require a returned signed copy of this Specification from the authorized submitter of the bid for this service:

Daniel L Martinez
Printed Name of Signatory


Signature

Ultra Link Cabling Systems Inc.
Name of Company or Business

2-20-2024
Date

ULTRA LINK

Cabling Systems, Inc.

February 20, 2024

City of Oroville
City Hall
 1735 Montgomery St,
 Oroville, CA 95965

Project Description: Network cabling

- Provide and install (314) new category 6 CMR cabling drops into (170) locations per customer drawings for network voice and data connectivity.
- Provide and install (4) new category 6 CMR cabling drops into (4) locations for wireless network access points.
- All cables are to run back to the MDF location in the server room.
- All cables are to terminate into modular jacks that insert into patch panels.
- All cabling will be supported above the T-Bar ceilings using J-hooks/ bridal rings.
- After completion of new cabling, remove all old unused cabling.
- All cables are to be installed in a professional manner utilizing all applicable county, state, federal, and manufacturer codes and procedures.
- Label, test and certify all installed cables.

Labor/Materials City of Oroville

40,000'	Cat 6 CMR Cable Blue Commscope Blue Plenum	
2	Vertical wire mangers double sided WPV45E Panduit	
7	48 port patch panels Frames Commscope CPP-UDDM-SL-2U-48	
632	USL600 Blue Cat 6 Commscope Jacks	
170	Face Plates Commscope 1-2111009-3 2 port white	
1lot	TSR2W surface raceway w/fittings	
40	JBX Boxes White	
1lot	Ceiling support hardware	
1Lot	Misc. Consumables, Labels, Velcro etc.	
1lot	Conduit sleeves	
Total Materials		22,515.70
Tax 8.25%		1,857.55
Total Labor		40,500.00
Total Quote		64,873.25

- There are no subcontractors for this project.
- All prevailing wage requirements apply to this project.
- Ultra Link Cabling Systems Inc. will provide a 25-year Manufacturer warranty on this project starting from the completion date.

Dan Martinez

875 Nevada Street Auburn, CA 95603
 (530) 887-2370
www.ultralinkinc.com
 CSL# 644630

ATTACHMENT "B"

Insurance Requirements

The Contractor, in advance of performing activities on the work under the Agreement between the City and the Contractor, shall, at no expense to the City, obtain the following insurance policies:

The Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor or Contractor's agents, representatives, employees or subcontractors.

If applicable to Contractor, coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Error and Omission Insurance:** **\$1,000,000** in coverage.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers shall be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of project work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such project work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this work, the Contractor's insurance coverage shall be primary

insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

All liability insurance policies shall be maintained for the duration of work construction and for 3 years after completion of the work.

Contractor hereby agrees to waive rights of subrogation that any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BILL LAGRONE, CHIEF OF POLICE

TYSON PARDEE, MANAGER
INFORMATION TECHNOLOGY DIVISION

RE: CONTRACT WITH TEC-COM LOW VOLTAGE SOLUTIONS, INC. FOR
PUBLIC SAFETY FACILITY SECURITY SYSTEM

DATE: APRIL 2, 2024

SUMMARY

The Council will consider accepting bids and approving contract with Tec-Com Low Voltage Solutions, Inc. for a camera surveillance system for the public safety facility.

DISCUSSION

The public safety facility needs an upgraded surveillance camera system. The camera system that was installed had only three working cameras and were old and antiquated. During the public safety office remodel the last three cameras were removed.

The new system will utilize current camera technology and will adhere to the federal mandates. Other items listed within the scope of work were:

- 1) All cameras are NDAA and TAA compliant.
- 2) Dedicated hardware which includes servers and network switches.
- 3) Video storage for a 90-day retention period.
- 4) Expandability – The ability to expand the video storage as more cameras are brought into the system.
- 5) Install and configuration of the hardware and software.

On January 23, 2024, a request for proposals was published with a closing date of March 6, 2024. The request was for a camera security system for the police department.

As of March 6, 2024, (9) nine proposals were received. The proposals were from Puris Systems, World Telecom & Surveillance, Inc., HCI Systems, Inc., Rex Moore Group, Inc., BlueViolet Networks, Tec-Com Low Voltage Solutions, Inc., Capture Technologies, Inc., Access Systems, Inc. and Johnson Controls Security Solutions, LLC. The information from each proposal was compiled and reviewed by the IT Department.

After reviewing the information within the bids, the IT department would like to use Tec-Com Low Voltage Solutions, Inc. Tec-Com was not the lowest bid but is the lowest bid that met all the RFP requirements.

FISCAL IMPACT

Homeland Security Grant Program (HSGP) in the amount of \$18,339.00

Local Fiscal Recovery Funds in the amount of \$63,826.00

RECOMMENDATION

Accept all grant funding as well as accept the bid from Tec-Com Low Voltage Solutions, Inc.

Authorize the IT Manager to enter into a service contract for the project.

ATTACHMENTS

- 1) Request for Proposal
- 2) RFP responses
- 3) Tec-Com Proposal
- 4) Service Contract- [Agreement 3500](#)



CITY OF OROVILLE

**1735 MONTGOMERY STREET
OROVILLE, CALIFORNIA 95965
(530) 538-2401**

IT DEPARTMENT

PROPOSAL

FOR

POLICE DEPARTMENT SECURITY CAMERAS

CITY OF OROVILLE

PUBLIC NOTICE

Sealed Proposal for the following are being accepted:

Police Department Security Cameras

at the City Hall, 1735 Montgomery Street, Oroville, CA 95965 until March 6, 2024, 2:00 P.M., at which time they will be publicly opened and read.

**A mandatory “Walk Through” of the project with a detailed explanation of expected level of services and specific criteria will be conducted on February 15, 2024 at 1pm at
2055 Lincoln St.
Oroville, CA 95966.**

Bid specifications including bid proposal forms are available at City Hall - 1735 Montgomery Street, Oroville, CA 95965. Any questions should be directed to Tyson Pardee at (530) 538-2493 or tpardee@cityoforoville.org.

BID FORM

City Hall Network Rewire

Materials: <small>(as specified on proposal request)</small>		\$	
Labor:		\$	
SUB TOTAL		\$	
TAX		\$	
FREIGHT/DELIVERY		\$	
TOTAL		\$	

The amount of _____ Dollars
 (\$ _____)

The undersigned has checked carefully all the above figures and understands that the City Council shall not be responsible for any error or omissions on the part of the undersigned in making up this bid.

In case of a discrepancy between words and figures, the words shall prevail.

The undersigned hereby certifies that this bid is genuine and not a sham or collusive, or made in the interest of or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

The City reserves the right to reject any or all bids. The City reserves the right to delete or award all or part of the bid.

It is agreed that this bid may not be withdrawn for a period of forty-five (45) days from the opening thereof.

The terms and conditions of the final contract when executed shall control and supersede anything herein to the contrary or inconsistent with such contract.

 Company Name

 Area Code/Phone

 Print Name

 Signature

SPECIFICATIONS

For

Police Department Security Cameras

SCOPE:

A. The “City Representative” shall refer to the City’s IT Manager, or his or her designee. The terms “Contract” shall refer to the contract entered between City and the selected Contractor.

B. The City Representative will supply a list of areas the cameras will need to cover. The number of cameras, and placement, may vary depending on location requirements, Camera model, and placement,

- Front of building – This view shall include the front entrance and front parking area.
- Lobby
- West hallway – This view shall include the entire length of the hallway and connecting hallways.
- East hallway – This view shall include the entire length of the hallway and connecting hallways.
- Room 1
- Room 2
- Room 3
- Room 4
- Covered parking behind the building. – This view shall include the view of the covered parking, the back 2 doors, and some of the parking lot.
- Rear parking lot
- West parking lot
- Front gate
- Rear gate
- Fire department engine bay
- Fire department front door
- Upstairs – Room 5
- Upstairs – Hallway
- Upstairs – Room 6
- Upstairs – Room 7

- C. All cameras shall:
- Be Axis brand.
 - Be IP-based - Any device that only outputs an analog signal is not acceptable for this project.
 - Have infrared night vision.
 - Be a minimum of 2MP for cameras located indoors and 4MP for cameras located outside.
 - Have an SD card for local recording and retain a minimum of 14 day of video.
- D. Cameras and VMS (Video Management System) shall reside on its own network. A POE switch will be required.
- E. Cabling will be installed to all relevant and applicable standards and best practices. All cabling will be yellow in color.
- F. All new network wiring will be terminated in a patch panel, supplied by contractor, and clearly labeled on both ends with label maker.
- G. Cameras and VMS shall comply with the FEMA and Homeland Security mandate which prohibits the use of certain video surveillance equipment. The City Representative will supply the letter from FEMA stating the restrictions.
- H. The proposed VMS shall include:
- All necessary software/hardware licensing.
 - All necessary camera licensing.
 - Enough storage for a 90-day retention period plus an extra 30TB.
 - RAID 5 or RAID 6 storage configuration.
 - 5-year warranty.
- I. Contractor will provide and complete network cable installation including wiring/cabling, testing, certification, cable hangers, jacks, boxes, faceplates, raceway, patch panels, connectors, labels, as needed. Existing racks are in place and to be used. All network cable will be properly installed according to the NEC, supported with J-hooks or hangers as needed.
- J. All equipment and material must be new. Used, refurbished or repurposed equipment or material is not acceptable.
- K. All new network wiring, patch panels, and connectors will be a minimum Category 6, tested, labeled and certified to at least 1 Gb/s.
- L. Map locations are approximations for bidding, exact locations to be mutually agreed upon prior to installation.
- M. All labor within this project will be prevailing wage.

N. The Contractor shall take a proactive approach in correcting problems within the Contractors' span of responsibility and control. Other problems and suggestions for improvements, both short and long term, must be submitted promptly to the City Representative for appropriate action.

O. All contracted employees while on the site shall exhibit a professional appearance.

P. Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City Representative and shall be rectified in an approved manner back to its condition prior to damage, at the Contractor's expense, within 72 hours. Any hazardous conditions noted, or seen, by the Contractor that have occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City Representative.

Q. Contractor agrees to perform all work outlined in the Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A. Safety Requirements at all times so as to protect all person, including Contractor's employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on City property, including a complete written report thereof to the City Representative within twenty-four (24) hours following the occurrence.

R. During the progress of the work, if latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the City Representative in writing of such specific differing conditions before they are disturbed and before the affected work is performed. Upon notification, the City Representative will investigate the conditions, and if the City Representative determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the work under the Contract, an adjustment will be made, and the Contract modified in writing accordingly. The City Representative will notify the Contractor of his determination if an adjustment of the Contract is warranted in writing. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has requested such in writing. No Contract adjustment will be allowed under provisions specified in this section for any effects on unchanged work.

S. Contractor shall invoice the City upon completion of the project in a form approved by the City representative. Invoicing shall include a detail of costs for work performed during the project.

T. Payment will be made for work satisfactorily completed as called for in the Contract. The City Representative shall inspect and notify the Contractor of any unsatisfactory work. Unsatisfactory work shall be corrected within 5 business days. Contractor or Contractor's representative shall meet with a representative from the City as requested by the City, during the life of the Contract, in order to inspect work performed. Full compensation for conforming to the work of these specifications shall be considered as included in the Contract unit prices, or the proposed hourly rates and material markup, and no further payment may be made thereof. The Contract rates shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing the work as specified herein, and as directed by the City.

U. If City gives reasonable notice to Contractor, City may propose in writing changes to Contractor's work within the Scope of Services described. If Contractor believes any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes. Contractor may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of this Agreement covering such Scope of Services. When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to this Agreement. In the event the Parties cannot reach agreement as to the proposed change, at the City's sole discretion, Contractor shall perform such work and will be paid for labor, materials, equipment rental, etc., used to perform the work. City shall not be liable for payment of any changes in this section, nor shall Contractor be obligated to perform any such changes, except upon such written amendment or supplement; provided that if, upon City's written request, Contractor begins work in accordance with a proposed change, City shall be liable to Contractor for the amounts due with respect to Contractor's work pursuant to such change, unless and until City notifies Contractor to stop work on such change. Any additional work requested once the not-to-exceed amounts for the term of the Contract have been reached will require a formal amendment to the Contract.

V. Rates shall include all direct and indirect costs. For labor or equipment not listed in the Bid Proposal which is needed to perform additional work, the hourly rate shall be agreed upon between the City and Contractor before the services are performed.

W. It will be the responsibility of the Contractor to provide all equipment and labor as necessary to perform the work described in these documents in a safe, efficient, aesthetically pleasing, and legal manner.

X. The City requires contractors to obtain and maintain insurance throughout the contract term. The required insurance certificates must comply with all requirements

described in and must be provided with the Contract.

Y. The City will award one contract for the work to a responsive and responsible bidder, provided that the Bidder is determined to be qualified based on the requirements listed herein. In order to be determined responsive, a Bidder must respond to all requested information and supply all required information in this RFP. Any bid may be rejected if it is conditional, incomplete, or contain irregularities. Minor or immaterial irregularities in a bid may be waived. Waiver of an irregularity shall in no way modify this RFP nor affect recommendation for award of contract.

Your proposal will require a returned signed copy of this Specification from the authorized submitter of the bid for this service:

Printed Name of Signatory

Name of Company or Business

Signature

Date

Request For Proposal
Police Department Security Cameras
Bids Received - March 6, 2024 at 2pm

Received From:

Consultant	Phone	Email	Bid Amount
Puris Systems	(925) 577-5777	rburroughs@purus-systems.com	\$41,568.00
World Telecom & Surveillance, Inc.	(530) 223-9753	todd@wtands.com	\$50,927.28
HCI Systems, Inc.	(916) 224-7479	cconrad@hcisystems.net	\$51,000.00
Rex Moore Group, Inc.	(916) 467-0401	karl.wagenhoffer@rexmoore.com	\$55,150.00
BlueViolet Networks	(714) 754-4000	rtoma@blueviolet.net	\$64,386.00
Tec-Com Low Voltage Solutions, Inc.	(530) 751-2155	rbradford@tec-com.net	\$82,165.00
Capture Technologies, Inc.	(510) 500-1489	mvanenoo@capturet.com	\$88,873.96
Access Systems, Inc.	(916) 941-8099	gghaldorson@accesssystems.us	\$102,810.00
Johnson Controls Security Solutions, LLC	(510) 710-1804	scott.d.athey@jci.com	\$192,966.89

Oroville Police Dept. Camera System

Tec-com low voltage solutions inc

Proposal package 3/6/2024



Bid Proposal 244015

March 6, 2024

Project: Oroville Police Department Camera System

TEC-COM is pleased to provide this Bid Proposal for the "Oroville Police Department Camera System" project.

Our proposal is based on prevailing wage pay rates and information provided from project RFP and mandatory on-site walk on 2-15-2024.

Tec-Com is registered with the **DIR (#100000735)**, we are a Axis Certified Pro and Gold Member Installer and can provide manufacturer warranty on installed items.

This Full Axis solution provides you with additional discounts, as well as never needing to purchase any licenses or software updates.

Scope of Work

Camera System

1. Provide site with working IP base Camera System as requested on plans and specifications for the Police and Fire Department.
2. Provide and install the following IP cameras with all mounting hardware and components.
 - Qty. 8 – Single Lens 360° Fisheye Cameras. Axis M4317-PLVE
 - Qty. 6 – Four Sensor 360° Dome Camera. Axis P3737-PLE
 - Qty. 3 – Single Lens Outdoor Dome Cameras. Axis P3267-LVE
 - Qty. 11 – Indoor Bullet Camera. Axis M2036-LE
3. Provide and install new Cat5 Plenum cable and associated hardware from existing telecom room to all new camera locations.
4. Provide and install new 96 TB Server in existing Rack allowing for 90 days recording and an additional 30TB. Axis Video Recorder S1296 this allows options add more cameras later.
5. Provide conduit and components where needed for all outdoor camera locations.
6. Test all newly installed cabling and provide as-built drawing, warranty & test result documentation package.
7. Configure system and cameras for optimal viewing and retention and train owner on use of system.

EXCLUSIONS:

1. Pathways / Sleeves / Cable Tray (hangers only).
2. Network / Phone / WAP / AV Active Hardware.
3. Patch Cords and patching of owners equipment.
4. Any spec section or work not listed above.

Authorized Signature _____

Ryan Bradford

Ryan Bradford – Estimator

Date 3-6-2024

BID FORM

Police Dept Camera System

Materials: <small>(as specified on proposal request)</small>		\$ 48,860.00
Labor:		\$29,400.00
SUB TOTAL		\$ 78,260.00
TAX		\$3,905.00
FREIGHT/DELIVERY		\$ NA
TOTAL		\$ 82,165.00

The amount of EIGHTY-TWO THOUSAND, ONE HUNDER SIXTY-FIVE Dollars
 (\$ 82,165.00)

The undersigned has checked carefully all the above figures and understands that the City Council shall not be responsible for any error or omissions on the part of the undersigned in making up this bid.

In case of a discrepancy between words and figures, the words shall prevail.

The undersigned hereby certifies that this bid is genuine and not a sham or collusive, or made in the interest of or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

The City reserves the right to reject any or all bids. The City reserves the right to delete or award all or part of the bid.

It is agreed that this bid may not be withdrawn for a period of forty-five (45) days from the opening thereof.

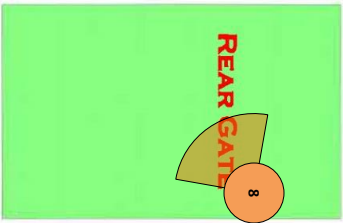
The terms and conditions of the final contract when executed shall control and supersede anything herein to the contrary or inconsistent with such contract.

TEC-COM LOW VOLTAGE SOLUTIONS INC.
Company Name

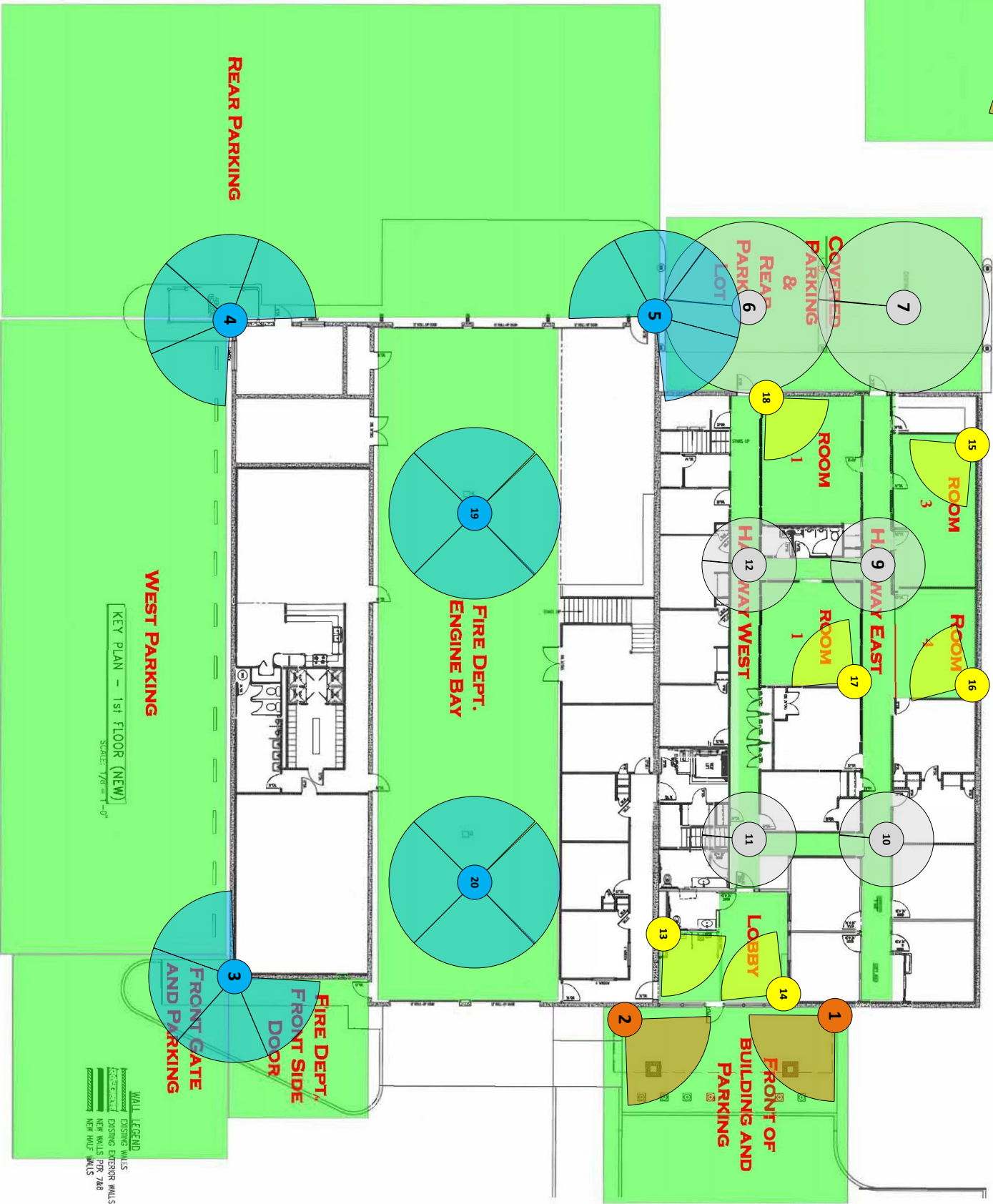
(530) 751-2155
Area Code/Phone

Ryan Bradford
Print Name

Ryan Bradford
Signature

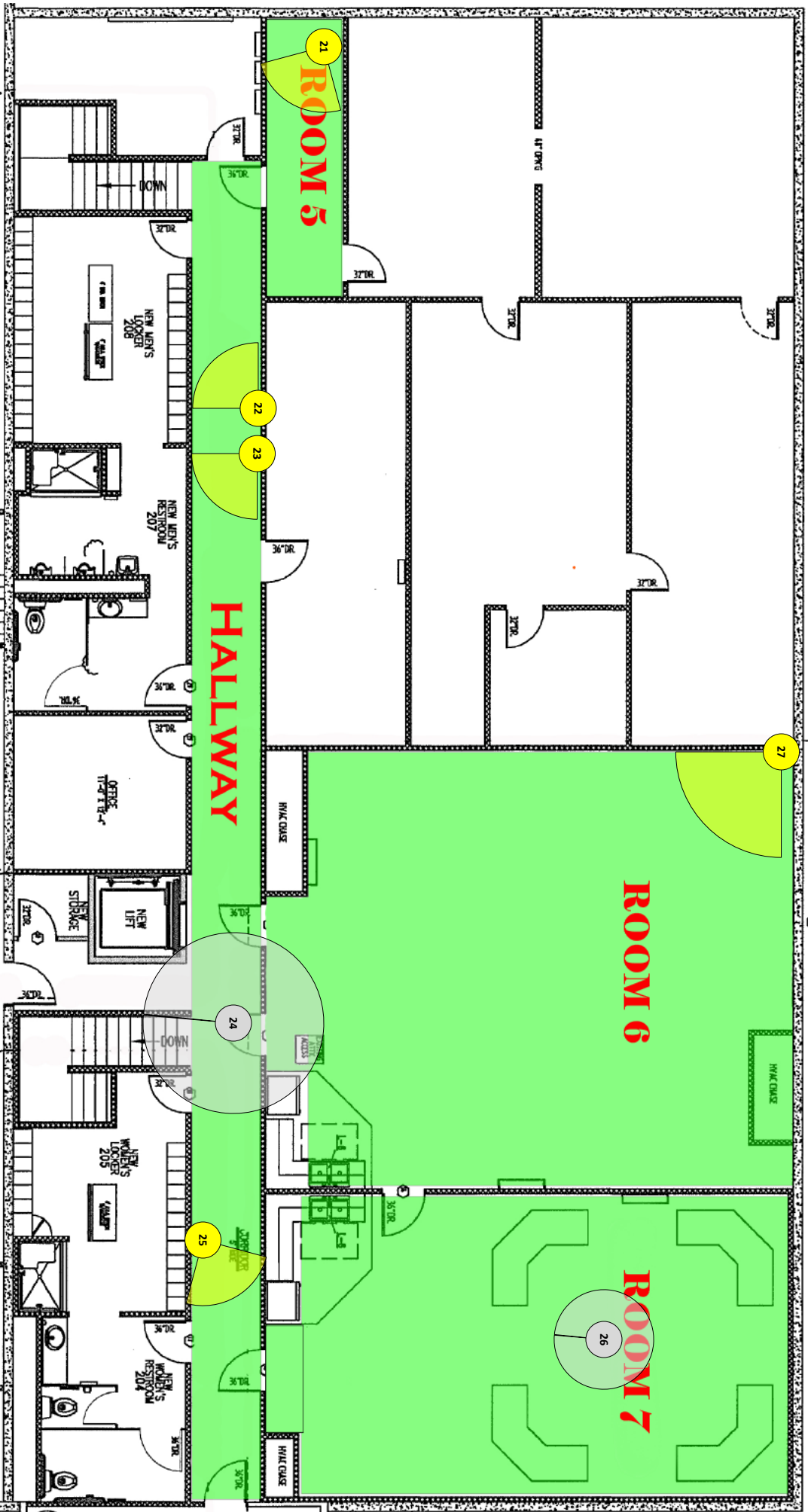


- 5mpxl dome
- FOUR SENSOR 360° CAMERA
- 360° fisheye camera
- 4MPXL INDOOR BULLET



KEY PLAN - 1st FLOOR (NEW)
SCALE: 1/8" = 1'-0"

WALL LEGEND
 [Pattern] EXISTING WALLS
 [Pattern] EXISTING EXTERIOR WALLS
 [Pattern] NEW WALLS PER 708
 [Pattern] NEW HALF WALLS



AXIS Camera Station S1296 Rack Recording Server

Flexible and scalable recording server

Featuring powerful components, this secure, scalable recording server offers high performance and support for powerful applications and features. It includes AXIS Camera Station licenses and multiple RAID configurations for flexible storage and multiple redundancy configuration. And, a Trusted Platform Module (FIPS 140-2 level 2 certified) ensures secure storage of all cryptographic keys and certificates. Available in two variants with a choice of storage, it comes preloaded with preconfigured software. Plus, all supported products are available in one price list for a one-stop-shop experience. Furthermore, it offers services such as Keep Your Hard Drive, Next Business Day Onsite Support, and a 5-year warranty.

- > [Scalable and powerful solution](#)
- > [Flexible storage options including RAID](#)
- > [Available in 2 variants: 96 TB and 192 TB](#)
- > [96 AXIS Camera Station licenses included](#)
- > [Extensive support and 5-year warranty](#)



AXIS Camera Station S1296 Rack Recording Server

Models	S1296 Rack 96 TB S1296 Rack 192 TB
Licenses	96 AXIS Camera Station core licenses included and tied to the hardware. Can be upgraded with additional licenses (sold separately).
System scalability	Qualified for 192 doors and a recording bitrate up to 1.5 Gbit/s, 150 video channels at 4 MP, 30 fps in a retail scenario. Check AXIS Site Designer for storage estimates. Tested with: 20 live view clients 4 clients performing heavy playback or scrubbing operations For systems with over 100 video channels or a recording bitrate over 1 Gbit/s, we recommend setting the size allocated for recording to 95%.
Hardware	
Processor	Intel® Xeon® Silver
Memory	2x 16 GB
Storage	S1296 Rack 96 TB Hot swappable Enterprise Class HDD Total HDD slot: 12 Free HDD slot: 0 Out-of-the-box storage: 80 TB after RAID 6 Out-of-the-box capacity without RAID: 96 TB (12x8 TB) S1296 Rack 192 TB Hot swappable Enterprise Class HDD Total HDD slot: 12 Free HDD slot: 0 Out-of-the-box storage: 160 TB after RAID 6 Out-of-the-box capacity without RAID: 192 TB (12x16 TB)
RAID	Factory RAID level: 6 Supported RAID levels: 0, 1, 5, 6, 10
Power	2 x 800 W hot-plug redundant power supplies (included) (100–240 V AC, 12–6.3 A, 50/60 Hz)
Connectors	Front side: 1x USB 2.0 1x VGA 1x iDRAC direct port Rear side: 1x USB 2.0 1x USB 3.0 1x VGA 1x iDRAC dedicated Ethernet port 2x RJ45 1 Gbps (Do not use) 2x RJ45 10 Gbps
Video	
Video streaming	Not intended for local viewing of video. Recommended to use Axis workstations.
Cybersecurity	
Documentation	<i>AXIS Camera Station Hardening Guide</i>

Axis Vulnerability Management Policy
Axis Security Development Model
To download documents, go to axis.com/support/cybersecurity/resources
To read more about Axis cybersecurity support, go to axis.com/cybersecurity

General	
Operating system	Microsoft® Windows® 10 IoT Enterprise LTSC 2021 Built-in operating system recovery: yes Operating system drive: 240 GB SSD
Remote server management	iDRAC 9 express license
Security	Support for encrypted operating system drive and recording drive FIPS 140-2 level 2 certified Trusted Platform Module (TPM 2.0)
Operating conditions	10 °C to 35 °C (50 °F to 95 °F) Humidity 20–80% RH (non-condensing)
Storage conditions	–40 °C to 65 °C (–40 °F to 149 °F)
Approvals	EMC EN 55032 Class A, EN 55024, EN 55035, EN 61000-3-2, EN 61000-3-3, FCC Part 2 and 15 Class A, ISED ICES-003 Class A, RCM AS/NZS CISPR 32 Class A, KS C 9832 Class A, KS C 9835, VCCI 32-1 Class A, BSMI Safety IEC/EN/UL 60950-1, IEC/EN/UL 62368-1, EN 62311, NOM-019-SCFI-1998
Compliance	TAA (Trade Agreements Act)
Dimensions	721.62 x 482 x 87 mm (28.42 x 19 x 3.43 in), 2U chassis Rail sizing: Type: sliding Minimum rail mounting depth: 719 mm (28.31 in) Square-hole rack adjustment range: 631–868 mm (24.85–34.18 in) For more information, see the Dell EMC Enterprise Systems Rail Sizing and Rack Compatibility Matrix
Weight	S1296 Rack 96 TB 22.9kg (50.49 lb) S1296 Rack 192 TB 25.6 kg (56.44 lb)
Included accessories	Dell Ready Rails 2U Sliding Rails, 2x C13 to C14 power cords for rack PDU (Wall plug power cords are not included)
Optional accessories	Axis workstations For more accessories, see axis.com
Services	Next Business Day Onsite Support Keep Your Hard Drive
Warranty	5-year warranty, see axis.com/warranty

AXIS Camera Station

For details about AXIS Camera Station features and functions, see the AXIS Camera Station datasheet on axis.com

AXIS T8516 PoE+ Network Switch

16-port switch for efficient network management

AXIS T8516 PoE+ Network Switch is an easy to install 16-port managed Gigabit switch - a perfect complement to Axis' recorders to further simplify setup and installation of surveillance systems. AXIS T8516 comes with an integrated DHCP server for automatic assignment of IP addresses and discovery of connected Axis devices. The intuitive administrator interface offers a graphic topology for easy overview of all devices in the system with information about connected devices and status. The high PoE power output allows for connection of up to 16 PoE cameras.

- > **30 W PoE per port, total 240 W**
- > **Gigabit switch**
- > **2 SFP/RJ45 Combination Ports**
- > **Intuitive graphic topology for system overview**



AXIS T8516 PoE+ Network Switch

Network		Connectors	PoE ports RJ45 10Base-T/100Base-TX/1000Base-T (16x) Uplink Combination port RJ45/SFP 100Base-TX/1000Base-T (2x) Power Power connector port
Network function	DHCP server included VLAN	Surge protection	6 kV on all network ports and AC lines
Security	Password protection, IP address filtering, HTTPS encryption, IEEE 802.1X network access control, ACL, Private VLANs, DHCP Snooping	Operating conditions	0 °C to 50 °C (32 °F to 122 °F) Humidity 10–90% RH (non-condensing)
Network protocols	IPv4, IPv6, HTTP, HTTPS, QoS, Bonjour, UPnP, SNMP v1/v2c/v3, DNS, NTP, TCP, UDP, IGMP, ICMP, DHCP, ARP, SSH, STP, RSTP, MSTP, LLDP, LLDP-MED, TFTP, SMTP, BPDU	Storage conditions	-10 °C to 70 °C (14 °F to 158 °F) Humidity 5–95% RH (non-condensing)
Throughput	26.8 Mpps	Approvals	EMC EN 55032 Class A EN 55035 FCC Part 15 Subpart B Class A VCCI Class A RCM AS/NZS CISPR 32 Class A ICES-003 Class A Safety IEC/EN/UL 62368-1
Switching capacity	36 Gbps	Management software	AXIS Device Manager
MAC table	8 K	Included accessories	Installation Guide Power cord 19" ear rack kit Rubber feet (4x)
Jumbo frames	9216 Bytes	Warranty	5-year warranty, see axis.com/warranty
General			
Casing	Metal Color: Black		
Environment	Indoor		
Dimensions	WxDxH: 442 x 211 x 44 mm (17.4 x 8.31 x 1.73 in)		
Weight	3 kg (6.1 lbs)		
Power requirements	100–240 V AC, 50/60 Hz		
PoE class	Power over Ethernet Plus (PoE+) IEEE 802.3at Type 2 Class 4		
PoE output	Port 1 to 16: Up to 30 W Power budget: 240 W		

AXIS P3737-PLE Panoramic Camera

4x 5 MP multidirectional with deep learning

This multidirectional camera offers four channels with 5 MP per channel to deliver excellent overviews and detailed coverage. It includes 360° IR illumination for clear, reflection-free footage and excellent image quality even in low light or complete darkness. This flexible camera offers various mounting options. For instance, it can be recessed mounted for discreet surveillance or mounted in ceilings for complete 360° coverage. With highly efficient power consumption, it ensures lower operating costs. It also supports powerful analytics based on deep learning. Furthermore, Axis Edge Vault, a hardware-based cybersecurity platform, guarantees the device's integrity and protects it from unauthorized access.

- > [4x 5 MP at 20 fps per channel](#)
- > [360° IR illumination with individually controlled LEDs](#)
- > [Flexible mounting options](#)
- > [Support for advanced analytics](#)
- > [Axis Edge Vault safeguards the device](#)



AXIS P3737-PLE Panoramic Camera

Item 4.

Camera	
Image sensor	4x 1/2.7" progressive scan RGB CMOS Pixel size 2.0 µm
Lens	Varifocal, 3.2–8.1 mm, F1.9-3.2 Horizontal field of view: 99°–37° Vertical field of view: 70°–28° Diagonal field of view: 134°–47° Minimum focus distance: 0.5 m (1.6 ft) Fixed iris, IR corrected, remote zoom and focus
Day and night	Automatic IR-cut filter
Minimum illumination	Color: 0.19 lux at 50 IRE, F1.9 B/W: 0 lux at 50 IRE, F1.9 0 lux with IR illumination on
Shutter speed	5 MP and WDR on: 1/28000 s to 1/5 s Quad HD and WDR on: 1/33500 s to 1/5 s WDR off: 1/50000 s to 1/5 s
Camera angle adjustment	Pan ±90°, tilt +25 to +95°, rotation -5° to +95°, twist ±20°
System on chip (SoC)	
Model	ARTPEC-8
Memory	4096 MB RAM, 8192 MB Flash
Compute capabilities	Deep learning processing unit (DLPU)
Video	
Video compression	H.264 (MPEG-4 Part 10/AVC) Baseline, Main and High Profiles H.265 (MPEG-H Part 2/HEVC) Main Profile Motion JPEG
Resolution	4:3 4x 2592x1944 (4x 5 MP) to 4x 320x240 16:9 4x2560x1440 (4x Quad HD) to 4x 320x180
Frame rate	5 MP: Up to 20/20 fps (50/60 Hz) in all resolutions Quad HD: Up to 25/30 fps (50/60 Hz) in all resolutions
Video streaming	Multiple, individually configurable streams in H.264, H.265 and Motion JPG Axis Zipstream technology in H.264 and H.265 Controllable frame rate and bandwidth VBR/ABR/MBR H.264/H.265 Low latency mode Video streaming indicator
Signal-to-noise ratio	>55 dB
WDR	Forensic WDR: Up to 120 dB depending on scene
Noise reduction	Spatial filter (2D noise reduction) Temporal filter (3D noise reduction)
Image settings	Saturation, contrast, brightness, sharpness, white balance, day/night threshold, local contrast, tone mapping, exposure mode, exposure zones, barrel distortion correction, compression, rotation: 0°, 90°, 180°, 270° including corridor format, mirroring, text and image overlay, dynamic text and image overlay, privacy masks, polygon privacy mask
Image processing	Forensic WDR, Lightfinder, OptimizedIR
Audio	
Audio input/output	Audio features through portcast technology: two-way audio connectivity with AXIS T61 Mk II
Audio streaming	Two-way (half duplex, full duplex) via network speaker pairing technology
Network	
Network protocols	IPv4, IPv6 USGv6, ICMPv4/ICMPv6, HTTP, HTTPS ^a , HTTP/2, TLS ^a , QoS Layer 3 DiffServ, FTP, SFTP, CIFS/SMB, SMTP, mDNS (Bonjour), UPnP [®] , SNMP v1/v2c/v3 (MIB-II), DNS/DNSv6, DDNS, NTP, NTS, RTSP, RTP, SRTP/RTSPS, TCP, UDP, IGMPv1/v2/v3, RTCP, ICMP, DHCPv4/v6, ARP, SSH, LLDP, CDP, MQTT v3.1.1, Secure syslog (RFC 3164/5424, UDP/TCP/TLS), Link-Local address (ZeroConf), IEEE 802.1X (EAP-TLS), IEEE 802.1AR

System integration	
Application Programming Interface	Open API for software integration, including VAPIX [®] , metadata and AXIS Camera Application Platform (ACAP); specifications at axis.com/developer-community . ACAP includes Native SDK and Computer Vision SDK. One-click cloud connection ONVIF [®] Profile G, ONVIF [®] Profile M, ONVIF [®] Profile S, and ONVIF [®] Profile T, specifications at onvif.org
Video management systems	Compatible with AXIS Companion, AXIS Camera Station, video management software from Axis' Application Development Partners available at axis.com/vms
Onscreen controls	Autofocus Video streaming indicator IR illumination Privacy masks Media clip
Edge-to-edge	Speaker pairing
Event conditions	Device status: above operating temperature, above or below operating temperature, below operating temperature, within operating temperature, IP address removed, new IP address, network lost, system ready, live stream active, casing open Edge storage: recording ongoing, storage disruption, storage health issues detected I/O: manual trigger, virtual input MQTT: stateless Scheduled and recurring: schedule Video: average bitrate degradation, day-night mode, tampering
Event actions	Day-night mode Illumination: use lights, use lights while the rule is active MQTT: publish Notification: HTTP, HTTPS, TCP, and email Overlay text Recordings: record, record while the rule is active SNMP traps: send, send while the rule is active Status LED: flash, flash while the rule is active Upload of images or video clips: FTP, SFTP, HTTP, HTTPS, network share, and email
Built-in installation aids	Remote zoom and focus, pixel counter, barrel distortion correction
Analytics	
Applications	Included AXIS Object Analytics, Scene metadata, AXIS Video Motion Detection, active tampering alarm Supported Support for AXIS Camera Application Platform enabling installation of third-party applications, see axis.com/acap
Multisensor analytics	4 channels analytics support [®]
AXIS Object Analytics	Object classes: humans, vehicles (types: cars, buses, trucks, bikes) Features: line crossing, object in area, crossline counting ^{BETA} , occupancy in area ^{BETA} Up to 8 scenarios Other features: triggered objects visualized with trajectories, and color-coded bounding boxes and tables Polygon include/exclude areas Perspective configuration ONVIF Motion Alarm event
Scene metadata	Object classes: humans, faces, vehicles (types: cars, buses, trucks, bikes), license plates Confidence, position Object attributes: Vehicle color, upper/lower clothing color, confidence, position
Approvals	
Product markings	CSA, UL/cUL, UKCA, CE, KC, EAC, VCCI, RCM
Supply chain	TAA compliant
EMC	CISPR 35, CISPR 32 Class A, EN 55035, EN 55032 Class A, EN 50121-4, EN 61000-3-2, EN 61000-3-3, EN 61000-6-1, EN 61000-6-2 Australia/New Zealand: RCM AS/NZS CISPR 32 Class A Canada: ICES-3(A)/NMB-3(A)

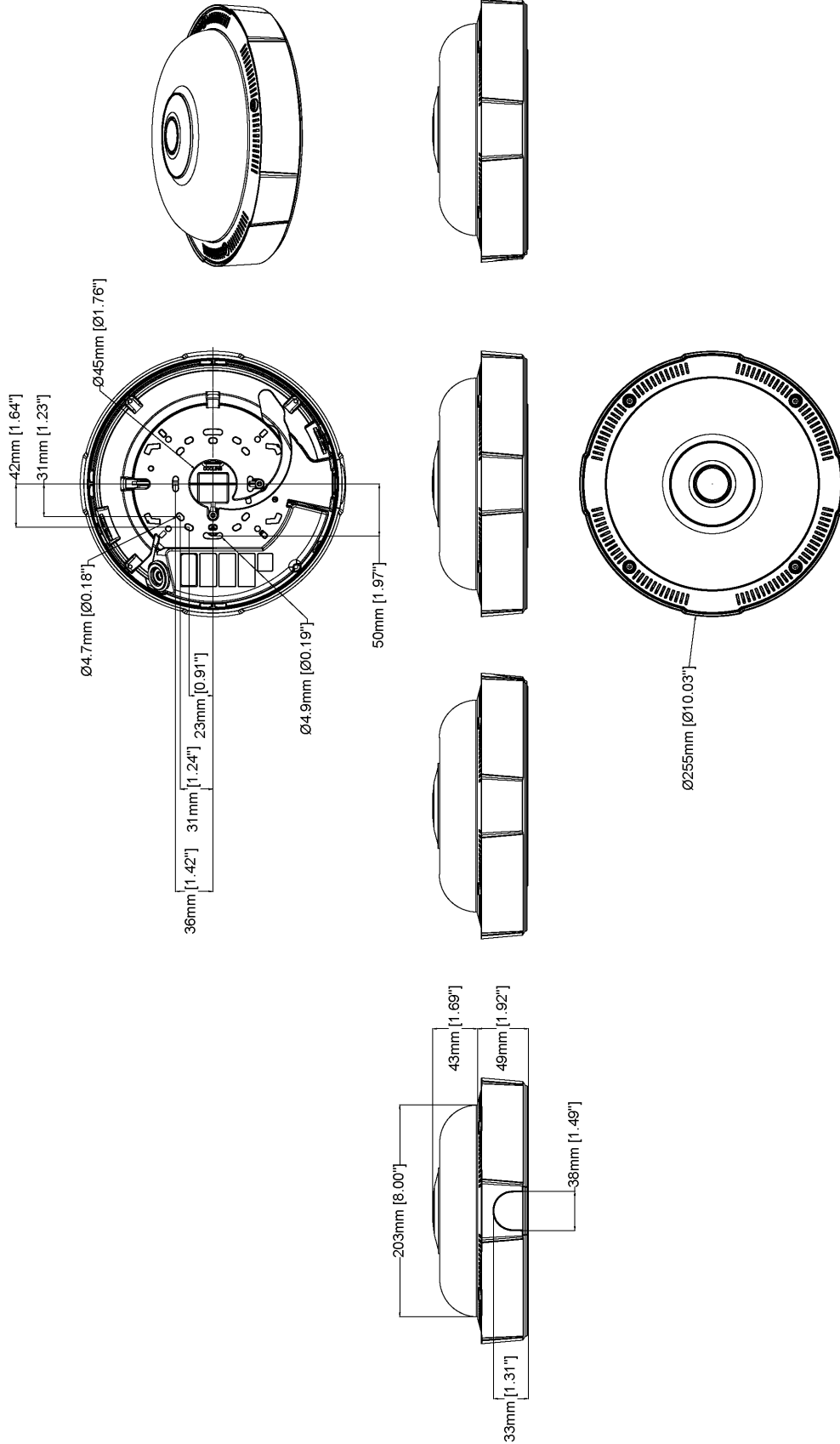
Support for SD card encryption (AES-XTS-Plain64 256bit),
Recording to network-attached storage (NAS)
For SD card and NAS recommendations see axis.com

	<p>Japan: VCCI Class A Korea: KS C 9835, KS C 9832 Class A USA: FCC Part 15 Subpart B Class A Railway: IEC 62236-4</p>	
Safety	CAN/CSA C22.2 No. 62368-1 ed. 3, IEC/EN/UL 62368-1 ed. 3, IEC/EN 62471 risk group exempt, IS 13252, RCM AS/NZS 62368.1:2022,	Operating conditions
Environment	IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27, IEC 60068-2-78, IEC/EN 60529 IP66/IP67, IEC/EN 62262 IK09, ISO 21207 (Method B), MIL-STD-810H (Method 501.7, 502.7, 505.7 506.6, 507.6 509.7, 512.6), NEMA 250 Type 4X, NEMA TS 2 (2.2.7-2.2.9), VDMA 24364	Storage conditions
Network	NIST SP500-267, IPv6 USGv6	Dimensions
Cybersecurity	ETSI EN 303 645	Weight
Cybersecurity		Box content
Edge security	<p>Software: Signed firmware, brute force delay protection, digest authentication, password protection Hardware: Axis Edge Vault cybersecurity platform TPM 2.0 (CC EAL4+, FIPS 140-2 Level 2), secure element (CC EAL 6+), system-on-chip security (TEE), Axis device ID, secure keystore, signed video, secure boot, encrypted filesystem (AES-XTS-Plain64 256bit)</p>	Optional accessories
Network security	IEEE 802.1X (EAP-TLS) ^a , IEEE 802.1AR, HTTPS/HSTS ^a , TLS v1.2/v1.3 ^a , Network Time Security (NTS), X.509 Certificate PKI, IP address filtering	System tools
Documentation	<p><i>AXIS OS Hardening Guide</i> <i>Axis Vulnerability Management Policy</i> <i>Axis Security Development Model</i> AXIS OS Software Bill of Material (SBOM) To download documents, go to axis.com/support/cybersecurity/resources To read more about Axis cybersecurity support, go to axis.com/cybersecurity</p>	Languages
General		Warranty
Casing	IP66-, IP67-, NEMA 4X- and IK09-rated Polycarbonate hard-coated dome Aluminum and plastic casing, polycarbonate (PC) dome Color: white NCS S 1002-B For repainting instructions, go to the product's support page. For information about the impact on warranty, go to axis.com/warranty-implication-when-repainting .	Part numbers
Mounting	Mounting bracket with junction box holes (double-gang, single-gang, 4" square, and 4" octagon) 1/2" (M20) conduit side entry	Sustainability
Power	Power over Ethernet (PoE) IEEE 802.3at Type 2 Class 4 IR illumination on: class 4, typical 13.25 W, max 23.30 W IR illumination off: class 3, typical 6.80 W, max 12.32 W	Substance control
Connectors	Network: Shielded RJ45 10BASE-T/100BASE-TX/1000BASE-T PoE	Materials
IR illumination	Optimized IR with power-efficient, long-life 850 nm IR LEDs Range of reach 15m (49.2 ft) or more depending on the scene	Environmental responsibility
Storage	Support for microSD/microSDHC/microSDXC card	

- a. This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (openssl.org), and cryptographic software written by Eric Young (ey@cryptsoft.com).
b. For more information, go to the User manual on axis.com.

Dimension drawing

Item 4.



Revision	v.01	Revision date	2023-05-15
Paper size	A4	Release date	2023-05-15
Created by	MF	Scale	1:5

© 2023 Axis Communications

AXIS COMMUNICATIONS
AXIS P3737-PLE Panoramic Camera
www.axis.com

Key features and technologies

AXIS Object Analytics

AXIS Object Analytics is a preinstalled, multifeatured video analytics that detects and classifies humans, vehicles, and types of vehicles. Thanks to AI-based algorithms and behavioral conditions, it analyzes the scene and their spatial behavior within – all tailored to your specific needs. Scalable and edge-based, it requires minimum effort to set up and supports various scenarios running simultaneously.

Axis Edge Vault

Axis Edge Vault is the hardware-based cybersecurity platform that safeguards the Axis device. It forms the foundation that all secure operations depend on and offers features to protect the device's identity, safeguard its integrity from factory and protect sensitive information from unauthorized access.

Establishing the root of trust starts at the device's boot process. In Axis devices, the hardware-based mechanism **secure boot** verifies the operating system (AXIS OS) that the device is booting from. AXIS OS, in turn, is cryptographically signed (**signed firmware**) during the build process. Secure boot and signed firmware tie into each other and ensure that the firmware has not been tampered with during the lifecycle of the device and that the device only boots from authorized firmware. This creates an unbroken chain of cryptographically validated software for the chain of trust that all secure operations depend on.

From a security aspect, the **secure keystore** is the critical building-block for protecting cryptographic informa-

tion used for secure communication (IEEE 802.1X, HTTPS, Axis device ID, access control keys etc..) against malicious extraction in the event of a security breach. The secure keystore is provided through a Common Criteria and/or FIPS 140 certified hardware-based cryptographic computing module. Depending on security requirements, an Axis device can have either one or multiple such modules, like a TPM 2.0 (Trusted Platform Module) or a secure element, and/or a system-on-chip (SoC) embedded Trusted Execution Environment (TEE).

Signed video ensures that video evidence can be verified as untampered without proving the chain of custody of the video file. Each camera uses its unique video signing key, which is securely stored in the secure keystore, to add a signature into the video stream. This allows video to be traced back to the Axis camera from where it originated, so it's possible to verify that the footage has not been tampered with after it left the camera.

To read more about Axis Edge Vault, go to axis.com/solutions/edge-vault.

Zipstream

The Axis Zipstream technology preserves all the important forensic in the video stream while lowering bandwidth and storage requirements by an average of 50%. Zipstream also includes three intelligent algorithms, which ensure that relevant forensic information is identified, recorded, and sent in full resolution and frame rate.

For more information, see axis.com/glossary

AXIS M4317-PLVE Panoramic Camera

6 MP dome with 360° view and deep learning

With a 6 MP sensor, this discreet mini dome offers excellent image quality and a complete 180° or 360° overview. Featuring a stereographic lens and Sharpdome 360, it delivers greater sharpness at the edges of the image. Built-in IR illumination with individually controllable LEDs ensures clear, reflection-free footage and excellent image quality even in low light or complete darkness. A deep learning processing unit enables unique opportunities for analytics based on deep learning. Plus, AXIS Object Analytics can detect and classify humans, vehicles, and types of vehicles. Furthermore, Axis Edge Vault protects your Axis device ID and simplifies authorization of Axis devices on your network.

- > [Complete 180° and 360° overview](#)
- > [Built-in IR with individual IR LEDs](#)
- > [Support for deep learning analytics](#)
- > [Built-in cybersecurity features](#)
- > [Digital roll for ease of installation](#)



AXIS M4317-PLVE Panoramic Camera

Camera		<p>One-click cloud connection ONVIF® Profile G, ONVIF® Profile M, ONVIF® Profile S, and ONVIF® Profile T, specification at onvif.org Support for Session Initiation Protocol (SIP) for integration with Voice over IP (VoIP) systems, peer to peer or integrated with SIP/PBX.</p>
Image sensor	1/1.8" progressive scan RGB CMOS	
Lens	Focal length: 1.1 mm, F2.2 Horizontal field of view: 182° Vertical field of view: 182° Fixed iris, IR corrected, fixed focus	
Day and night	Automatic IR-cut filter	
Minimum illumination	Color: 0.16 lux at 50 IRE, F2.2 B/W: 0.03 lux at 50 IRE, F2.2 0 lux with IR illumination on	
Shutter speed	1/33500 s to 0.2 s	
Camera angle adjustment	Digital roll: ± 180°	
System on chip (SoC)		
Model	ARTPEC-8	
Memory	2048 MB RAM, 8192 MB Flash	
Compute capabilities	Deep learning processing unit (DLPU)	
Video		<p>Video management systems Compatible with AXIS Companion, AXIS Camera Station, video management software from Axis' Application Development Partners available at axis.com/vms</p> <p>Onscreen controls Privacy masks IR illumination Media clip</p> <p>Event conditions Device status: above operating temperature, above or below operating temperature, below operating temperature, casing open, IP address removed, live stream active, network lost, new IP address, system ready, within operating temperature Edge storage: recording ongoing, storage disruption, storage health issues detected I/O: digital input is active, digital output is active, manual trigger, virtual input is active MQTT: stateless Scheduled and recurring: schedule Video: average bitrate degradation, day-night mode, tampering</p> <p>Event actions Day-night mode: use while the rule is active I/O: toggle once, toggle while the rule is active Illumination: use lights, use lights while the rule is active Images: FTP, HTTP, HTTPS, SFTP, email and network share MQTT: publish Notification: HTTP, HTTPS, TCP and email Overlay text: use, use while the rule is active Recordings: record video, record video while the rule is active SNMP trap messages: send, send while the rule is active Status LED: flash, flash while the rule is active Video clips: FTP, HTTP, HTTPS, SFTP, email and network share WDR mode: set, set while the rule is active</p>
Video compression	H.264 (MPEG-4 Part 10/AVC) Baseline, Main and High Profiles H.265 (MPEG-H Part 2/HEVC) Main Profile Motion JPEG	
Resolution	Overview: 2160x2160 to 160x160 Panorama: 2560x1440 to 192x72 Double Panorama: 2560x1920 to 384x288 Quad view: 2560x1920 to 384x288 View area 1-4: 1920x1440 to 256x144 Corner right and left: 2368x1184 to 192x72 Double corner: 2016x2016 to 384x288 Corridor: 2560x1920 to 256x144	
Frame rate	Up to 25/30 fps (50/60 Hz) in all resolutions 360° overview up to max resolution without WDR: 50/60 fps @50/60 Hz 360° overview and 4 dewarped views up to max resolution with WDR: up to 25/30 fps @50/60 Hz	
Video streaming	Multiple, individually configurable streams in H.264, H.265 and Motion JPEG Axis Zipstream technology in H.264 and H.265 Controllable frame rate and bandwidth VBR/ABR/MBR H.264/H.265 Video streaming indicator	
WDR	Forensic WDR: Up to 120 dB depending on scene	
Noise reduction	Spatial filter (2D noise reduction) Temporal filter (3D noise reduction)	
Image settings	Saturation, contrast, brightness, sharpness, local contrast, tone mapping, white balance, day/night threshold, exposure mode, exposure zones, compression, mirroring, dynamic text and image overlay, polygon privacy mask	
Image processing	Axis Zipstream, Forensic WDR, Lightfinder, OptimizedIR	
Pan/Tilt/Zoom	Digital PTZ of view areas, digital PT of panorama, corner, corridor and quad views, preset positions, guard tours	
Audio		<p>Built-in installation aids Pixel counter, level grid, digital roll</p> <p>Analytics</p> <p>Applications Included AXIS Object Analytics, Scene metadata, AXIS Video Motion Detection, active tampering alarm Supported AXIS People Counter Support for AXIS Camera Application Platform enabling installation of third-party applications, see axis.com/acap</p> <p>AXIS Object Analytics Object classes: humans, vehicles (types: cars, buses, trucks, bikes) Scenarios: line crossing, object in area Up to 10 scenarios Other features: triggered objects visualized with trajectories, color-coded bounding boxes and tables Polygon include/exclude areas ONVIF Motion Alarm event</p> <p>Scene metadata Object classes: humans, faces, vehicles (types: cars, buses, trucks, bikes) Object attributes: vehicle color, confidence, position</p> <p>Approvals</p> <p>Product markings CSA, UL/cUL, BIS, UKCA, CE, KC</p> <p>Supply chain TAA compliant</p> <p>EMC EN 55035, EN 55032 Class A, EN 50121-4, EN 61000-6-1, EN 61000-6-2, EN 61547 Australia/New Zealand: RCM AS/NZS CISPR 32 Class A Canada: ICES-3(A)/NMB-3(A) Japan: VCCI Class A Korea: KS C 9835, KS C 9832 Class A USA: FCC Part 15 Subpart B Class A Railway: IEC 62236-4</p> <p>Safety IEC/EN/UL 62368-1 ed. 3, CAN/CSA C22.2 No. 62368-1 ed. 3, IEC/EN 62471 risk group exempt, UN ECE R118, IS 13252</p> <p>Environment IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27, IEC 60068-2-78, IEC/EN 62262 IK10,</p>
Audio features	Network speaker pairing	
Audio input/output	Audio features through portcast technology: two-way audio connectivity, voice enhancer	
Network		
Network protocols	IPv4, IPv6 USGv6, ICMPv4/ICMPv6, HTTP, HTTPS ^a , HTTP/2, TLS ^a , QoS Layer 3 DiffServ, FTP, SFTP, CIFS/SMB, SMTP, mDNS (Bonjour), UPnP [®] , SNMP v1/v2c/v3 (MIB-II), DNS/DNSv6, DDNS, NTP, NTS, RTSP, RTP, SRTP/RTSPS, TCP, UDP, IGMPv1/v2/v3, RTCP, DHCPv4/v6, SSH, LLDP, CDP, MQTT v3.1.1, Syslog, Link-Local address (ZeroConf), IEEE 802.1X (EAP-TLS), IEEE 802.1AR	
System integration		
Application Programming Interface	Open API for software integration, including VAPIX [®] , metadata and AXIS Camera Application Platform (ACAP); specifications at axis.com/developer-community . ACAP includes Native SDK and Computer Vision SDK.	

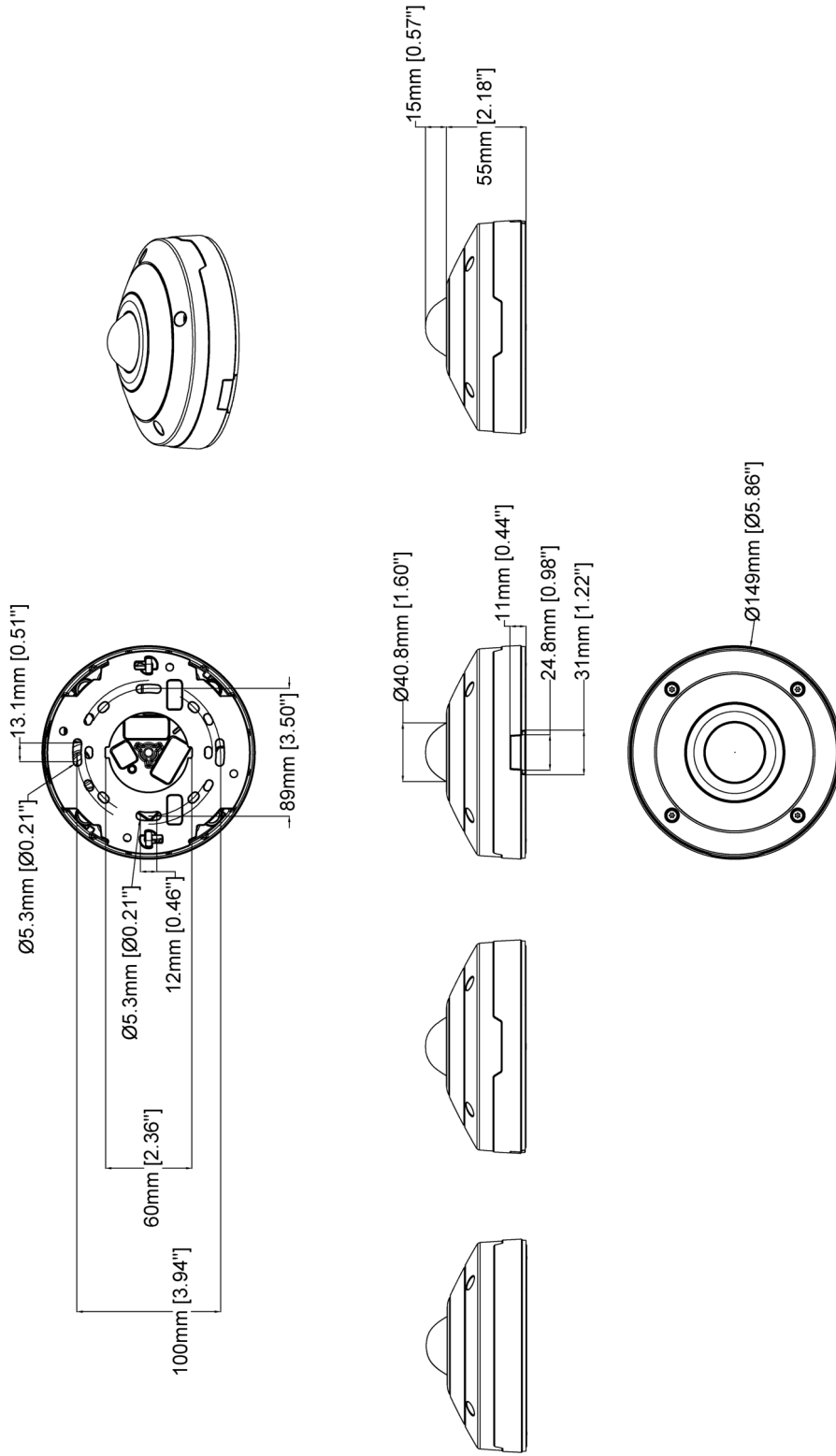
	IEC/EN 60529 IP66, ISO 4892-2, NEMA 250 Type 4X, NEMA TS 2 (2.2.7-2.2.9), ISO 21207 (Method B)
Network	NIST SP500-267
Cybersecurity	ETSI EN 303 645
Cybersecurity	
Edge security	Software: Signed firmware, brute force delay protection, digest authentication and OAuth 2.0 RFC6749 OpenID Authorization Code Flow for centralized ADFS account management, password protection, AES-XTS-Plain64 256bit SD card encryption Hardware: Axis Edge Vault cybersecurity platform Secure element (CC EAL 6+), system-on-chip security (TEE), Axis device ID, secure keystore, signed video, secure boot, encrypted filesystem (AES-XTS-Plain64 256bit)
Network security	IEEE 802.1X (EAP-TLS, PEAP-MSCHAPv2) ^a , IEEE 802.1AE (MACsec PSK/EAP-TLS), IEEE 802.1AR, HTTPS/HSTS ^a , TLS v1.2/v1.3 ^a , Network Time Security (NTS), X.509 Certificate PKI, host-based firewall
Documentation	<i>AXIS OS Hardening Guide</i> <i>Axis Vulnerability Management Policy</i> <i>Axis Security Development Model</i> AXIS OS Software Bill of Material (SBOM) To download documents, go to axis.com/support/cybersecurity/resources To read more about Axis cybersecurity support, go to axis.com/cybersecurity
General	
Casing	IP66-, NEMA 4X- and IK10-rated Polycarbonate hard-coated dome Aluminum Color: white NCS S 1002-B Repaintable skin cover accessory
Mounting	Mounting bracket with junction box holes (double-gang, single-gang, and 4" octagon) ¼"-20 UNC tripod screw thread
Power	Power over Ethernet (PoE) IEEE 802.3af/802.3at Type 1 Class 3 Typical 5.7 W, max 12.95 W
Connectors	Network: Shielded RJ45 10BASE-T/100BASE-TX PoE I/O: Terminal block for 1 supervised alarm input and 1 output (12 VDC output, max. load 25 mA) Audio: Audio and I/O connectivity via portcast technology
IR illumination	OptimizedIR with power-efficient, long-life 850 nm IR LEDs Range of reach 20 m (65.6 ft) depending on the scene
Storage	Support for microSD/microSDHC/microSDXC card Recording to network-attached storage (NAS) For SD card and NAS recommendations see axis.com

Operating conditions	-40 °C to 50 °C (-40 °F to 122 °F) Start-up temperature: -30 °C Humidity 10-100% RH (condensing)
Storage conditions	-40 °C to 65 °C (-40 °F to 149 °F) Humidity 5-95% RH (non-condensing)
Dimensions	Height: 70 mm (2.7 in) ø 149 mm (5.9 in) Effective Projected Area (EPA): 0.0076 m ² (0.025 ft ²)
Weight	860 g (1.9 lb)
Box content	Camera, installation guide, terminal block connector, connector guard, cable gaskets, cable hole lid, owner authentication key
Optional accessories	AXIS T8415 Wireless Installation Tool, AXIS T94T02D Pendant kit, AXIS TM3814 Skin Cover Black, AXIS TM3204 Recessed Mount, AXIS TM3206 Recessed Mount, AXIS Mounts and Cabinets, AXIS Surveillance Cards For more accessories, go to axis.com/products/axis-m4317-plve#accessories
System tools	AXIS Site Designer, AXIS Device Manager, product selector, accessory selector, lens calculator Available at axis.com
Languages	English, German, French, Spanish, Italian, Russian, Simplified Chinese, Japanese, Korean, Portuguese, Polish, Traditional Chinese, Dutch, Czech, Swedish, Finnish, Turkish, Thai, Vietnamese
Warranty	5-year warranty, see axis.com/warranty
Part numbers	Available at axis.com/products/axis-m4317-plve#part-numbers
Sustainability	
Substance control	PVC free, BFR/CFR free in accordance with JEDEC/ECA Standard JS709 RoHS in accordance with EU RoHS Directive 2011/65/EU and EN 63000:2018 REACH in accordance with (EC) No 1907/2006. For SCIP UUID, see axis.com/partner .
Materials	Renewable carbon-based plastic content: 29.6% (bio-based) Screened for conflict minerals in accordance with OECD guidelines To read more about sustainability at Axis, go to axis.com/about-axis/sustainability
Environmental responsibility	axis.com/environmental-responsibility Axis Communications is a signatory of the UN Global Compact, read more at unglobalcompact.org

- a. This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (openssl.org), and cryptographic software written by Eric Young (ey@cryptsoft.com).

Dimension drawing

Item 4.



Revision	v.01	Revision date	2022-08-30
Paper size	A4	Release date	2022-08-30
Created by	MF	Scale	1:4

© 2022 Axis Communications

AXIS COMMUNICATIONS
AXIS M4317-PLVE Panoramic Camera

www.axis.com

Key features and technologies

AXIS Object Analytics

AXIS Object Analytics is a preinstalled, multifeatured video analytics that detects and classifies humans, vehicles, and types of vehicles. Thanks to AI-based algorithms and behavioral conditions, it analyzes the scene and their spatial behavior within – all tailored to your specific needs. Scalable and edge-based, it requires minimum effort to set up and supports various scenarios running simultaneously.

Axis Edge Vault

Axis Edge Vault is the hardware-based cybersecurity platform that safeguards the Axis device. It forms the foundation that all secure operations depend on and offers features to protect the device's identity, safeguard its integrity from factory and protect sensitive information from unauthorized access.

Establishing the root of trust starts at the device's boot process. In Axis devices, the hardware-based mechanism **secure boot** verifies the operating system (AXIS OS) that the device is booting from. AXIS OS, in turn, is cryptographically signed (**signed firmware**) during the build process. Secure boot and signed firmware tie into each other and ensure that the firmware has not been tampered with during the lifecycle of the device and that the device only boots from authorized firmware. This creates an unbroken chain of cryptographically validated software for the chain of trust that all secure operations depend on.

From a security aspect, the **secure keystore** is the critical building-block for protecting cryptographic information used for secure communication (IEEE 802.1X, HTTPS, Axis device ID, access control keys etc..) against malicious extraction in the event of a security breach. The secure keystore is provided through a Common Criteria and/or FIPS 140 certified hardware-based cryptographic computing module. Depending on security requirements, an Axis device can have either one or multiple such modules, like a TPM 2.0 (Trusted Platform Module) or a secure element, and/or a system-on-chip (SoC) embedded Trusted Execution Environment (TEE).

Signed video ensures that video evidence can be verified as untampered without proving the chain of custody of the

video file. Each camera uses its unique video signing key, which is securely stored in the secure keystore, to add a signature into the video stream. This allows video to be traced back to the Axis camera from where it originated, so it's possible to verify that the footage has not been tampered with after it left the camera.

To read more about Axis Edge Vault, go to axis.com/solutions/edge-vault.

Lightfinder

The Axis Lightfinder technology delivers high-resolution, full-color video with a minimum of motion blur even in near darkness. Because it strips away noise, Lightfinder makes dark areas in a scene visible and captures details in very low light. Cameras with Lightfinder discern color in low light better than the human eye. In surveillance, color may be the critical factor to identify a person, an object, or a vehicle.

OptimizedIR

Axis OptimizedIR provides a unique and powerful combination of camera intelligence and sophisticated LED technology, resulting in our most advanced camera-integrated IR solutions for complete darkness. In our pan-tilt-zoom (PTZ) cameras with OptimizedIR, the IR beam automatically adapts and becomes wider or narrower as the camera zooms in and out to make sure that the entire field of view is always evenly illuminated.

Zipstream

The Axis Zipstream technology preserves all the important forensic in the video stream while lowering bandwidth and storage requirements by an average of 50%. Zipstream also includes three intelligent algorithms, which ensure that relevant forensic information is identified, recorded, and sent in full resolution and frame rate.

For more information, see axis.com/glossary

AXIS P3267-LVE Dome Camera

Outdoor 5 MP dome with IR and deep learning

Featuring Lightfinder 2.0, Forensic WDR, and OptimizedIR, AXIS P3267-LVE delivers excellent image quality under any light conditions. Based on the latest Axis system-on-chip (SoC), it includes a deep learning processing unit enabling advanced features and powerful analytics based on deep learning on the edge. Thanks to AXIS Object Analytics, it offers detection and classification of humans, vehicles, and types of vehicles—all tailored to your specific needs. Featuring audio and I/O connectivity, you can integrate equipment and extend the value of your system. Furthermore, this robust, IK10-rated, outdoor-ready camera includes built-in cybersecurity to help prevent unauthorized access and safeguard your system.

- > [Excellent image quality in 5 MP](#)
- > [Lightfinder 2.0, Forensic WDR, and OptimizedIR](#)
- > [Analytics with deep learning](#)
- > [Audio and I/O connectivity](#)
- > [Built-in cybersecurity features](#)



AXIS P3267-LVE Dome Camera

Camera		
Image sensor	1/2.7" progressive scan RGB CMOS	
Lens	Varifocal, 3–8 mm, F1.3 Horizontal field of view: 104°–40° Vertical field of view: 74°–29° Minimum focus distance: 1 m (3.28 ft) IR corrected, remote zoom and focus, P-Iris control	
Day and night	Automatically removable infrared-cut filter	
Minimum illumination	With Forensic WDR and Lightfinder 2.0: Color: 0.13 lux at 50 IRE, F1.3 B/W: 0 lux at 50 IRE, F1.3	
Shutter speed	1/33500 s to 1/5 s	
Camera angle adjustment	Pan ±190°, tilt -10 to +80°, rotation ±190°	
System on chip (SoC)		
Model	ARTPEC-8	
Memory	2048 MB RAM, 8192 MB Flash	
Compute capabilities	Deep learning processing unit (DLPU)	
Video		
Video compression	H.264 (MPEG-4 Part 10/AVC) Baseline, Main, and High Profiles H.265 (MPEG-H Part 2/HEVC) Main Profile Motion JPEG	
Resolution	2592x1944 to 160x90	
Frame rate	25/30 fps with power line frequency 50/60 Hz	
Video streaming	Multiple, individually configurable streams in H.264, H.265, and Motion JPEG Axis Zipstream technology in H.264 and H.265 Controllable frame rate and bandwidth VBR/ABR/MBR H.264/H.265 Video streaming indicator	
Multi-view streaming	Up to 2 individually cropped out view areas in full frame rate streaming	
Image settings	Saturation, contrast, brightness, sharpness, Forensic WDR: up to 120 dB depending on scene, white balance, day/night threshold, local contrast, tone mapping, exposure mode, exposure zones, defogging, barrel distortion correction, compression, rotation: 0°, 90°, 180°, 270° including Corridor Format, mirroring, dynamic text and image overlay, privacy masks, polygon privacy mask	
Pan/Tilt/Zoom	Digital PTZ, preset positions	
Audio		
Audio streaming	Audio in, simplex, two-way audio via edge-to-edge technology	
Audio encoding	24bit LPCM, AAC-LC 8/16/32/44.1/48 kHz, G.711 PCM 8 kHz, G.726 ADPCM 8 kHz, Opus 8/16/48 kHz Configurable bit rate	
Audio input/output	External microphone input, line input, digital input with ring power, automatic gain control, network speaker pairing	
Network		
Security	Password protection, IP address filtering, HTTPS ^a encryption, IEEE 802.1x (EAP-TLS) ^a network access control, digest authentication, user access log, centralized certificate management, brute force delay protection, signed firmware, secure boot signed video, Axis Edge Vault, Axis device ID, secure keystore (CC EAL4 certified)	
Supported protocols	IPv4, IPv6, USGv6, ICMPv4/ICMPv6, HTTP, HTTPS ^a , HTTP/2, TLS ^a , QoS Layer 3 DiffServ, FTP, SFTP, CIFS/SMB, SMTP, mDNS (Bonjour), UPnP [®] , SNMP v1/v2c/v3 (MIB-II), DNS/DNSv6, DDNS, NTP, RTPSP, RTPC, RTP, SRTP, TCP, UDP, IGMPv1/v2/v3, DHCPv4/v6, ARP, SOCKS, SSH, SIP, LLDP, CDP, MQTT v3.1.1, Syslog, Link-Local address (ZeroConf)	
System integration		
Application Programming Interface	Open API for software integration, including VAPIX [®] and AXIS Camera Application Platform; specifications at axis.com One-click cloud connection ONVIF [®] Profile G, ONVIF [®] Profile M, ONVIF [®] Profile S, and ONVIF [®] Profile T, specification at onvif.org	
		Support for Session Initiation Protocol (SIP) for integration with Voice over IP (VoIP) systems, peer to peer or integrated with SIP/PBX.
Onscreen controls	Day/night shift Defogging Wide dynamic range Video streaming indicator IR illumination	
Event conditions	Analytics, external input, supervised external input, virtual inputs through API Call: state, state change Device status: above operating temperature, above or below operating temperature, below operating temperature, within operating temperature, IP address removed, new IP address, network lost, system ready, ring power overcurrent protection, live stream active, casing open Digital audio: digital signal contains Axis metadata, digital signal has invalid sample rate, digital signal missing, digital signal okay Edge storage: recording ongoing, storage disruption, storage health issues detected I/O: digital input, manual trigger, virtual input MQTT: subscribe Scheduled and recurring: schedule Video: average bitrate degradation, day-night mode, live stream open, tampering	
Event actions	Overlay text, external output activation, zoom preset, day/night mode, flash status LED, use lights, set defog mode, set WDR mode Calls: end SIP call, make SIP call, answer call I/O: toggle I/O once, toggle I/O while the rule is active MQTT: publish Notification: email, HTTP, HTTPS, TCP, and SNMP trap Pre- and post-alarm video or image buffering for recording or upload Record video: SD card and network share Upload of images or video clips: FTP, SFTP, HTTP, HTTPS, network share, and email	
Data streaming	Event data	
Built-in installation aids	Remote zoom and focus, straighten image, pixel counter, level grid	
Analytics		
AXIS Object Analytics	Object classes: humans, vehicles (types: cars, buses, trucks, bikes) Trigger conditions: line crossing, object in area Up to 10 scenarios Metadata visualized with color-coded bounding boxes Polygon include/exclude areas Perspective configuration ONVIF Motion Alarm event	
Applications	Included AXIS Object Analytics AXIS Video Motion Detection, active tampering alarm, audio detection Support for AXIS Camera Application Platform enabling installation of third-party applications, see axis.com/acap	
General		
Casing	IP66-, NEMA 4X- and IK10-rated Polycarbonate hard coated dome Polycarbonate casing and weathershield Color: white NCS S 1002-B For repainting instructions, go to the product's support page. For information about the impact on warranty, go to axis.com/warranty-implication-when-repainting .	
Mounting	Mounting bracket with junction box holes (double-gang, single-gang, and 4" octagon) and for wall or ceiling mount	
Sustainability	PVC free, BFR/CFR free 6.5% bioplastics	
Power	Power over Ethernet (PoE) IEEE 802.3af/802.3at Type 1 Class 3 Typical 6.4 W, max 12.1 W	
Connectors	RJ45 10BASE-T/100BASE-TX PoE I/O: 4-pin 2.5 mm (0.098 in) terminal block for 1 supervised digital input and 1 digital output (12 V DC output, max. load 25 mA)	

	Audio: 3.5 mm mic/line in
IR illumination	Optimized IR with power-efficient, long-life 850 nm IR LEDs Range of reach 40 m (130 ft) or more depending on the scene
Storage	Support for microSD/microSDHC/microSDXC card Support for SD card encryption (AES-XTS-Plain64 256bit) Recording to network-attached storage (NAS) For SD card and NAS recommendations see axis.com
Operating conditions	-40 °C to 50 °C (-40 °F to 122 °F) Maximum temperature according to NEMA TS 2 (2.2.7): 74 °C (165 °F) Start-up temperature: -30 °C to 50 °C (-22 °F to 122 °F) Humidity 10–100% RH (condensing)
Storage conditions	-40 °C to 65 °C (-40 °F to 149 °F) Humidity 5–95% RH (non-condensing)
Approvals	EMC EN 50121-4, EN 55032 Class A, EN 55035, EN 61000-3-2, EN 61000-3-3, EN 61000-6-1, EN 61000-6-2, FCC Part 15 Subpart B Class A, ICES-3(A)/NMB-3(A), IEC 62236-4, KC KN32 Class A, KC KN35, RCM AS/NZS CISPR 32 Class A, VCCI Class A Safety CAN/CSA C22.2 No. 62368-1 ed. 3, IEC/EN/UL 62368-1 ed. 3, IEC/EN 62471, IS 13252 Environment IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27, IEC 60068-2-78 IEC/EN 60529 IP66, IEC/EN 62262 IK10, NEMA 250 Type 4X, NEMA TS2 (2.2.7-2.2.9)

	Network NIST SP500-267
Dimensions	Without weathershield: Height: 107 mm (4.21 in) ø 149 mm (5.87 in)
Weight	With weathershield: 900 g (2.0 lb)
Included accessories	Installation guide, Windows® decoder 1-user license, drill template, RESISTORX® T20 screw bit, terminal block connectors, cable gaskets, connector guard, weathershield
Optional accessories	AXIS TP3201-E Recessed Mount, AXIS TP3103-E Pendant Kit, AXIS T8355 Digital Microphone 3.5 mm, AXIS ACI Conduit Adapters, smoked dome, black casing For more accessories, see axis.com
Video management software	AXIS Companion, AXIS Camera Station, video management software from Axis Application Development Partners available at axis.com/vms
Languages	English, German, French, Spanish, Italian, Russian, Simplified Chinese, Japanese, Korean, Portuguese, Polish, Traditional Chinese
Warranty	5-year warranty, see axis.com/warranty

- a. This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (openssl.org), and cryptographic software written by Eric Young (eyay@cryptsoft.com).

Environmental responsibility:

axis.com/environmental-responsibility

AXIS M2036-LE Bullet Camera

Affordable camera with deep learning

Ideal for tough environments and rough weather, AXIS M2036-LE delivers Quad HD 1440p/4 MP. With a deep learning processing unit, it enables unique opportunities for analytics based on deep learning on the edge. AXIS Object Analytics offers detection and classification of humans, vehicles, and types of vehicles. And Axis Edge Vault protects your Axis device ID and simplifies authorization of Axis devices on your network. This IK08-rated camera offers flexible and cost-efficient installation including support for PoE. Edge-to-edge technology allows for smart pairing with Axis Speakers. Plus, a spacious, sealed back box ensures secure cable management.

- > **Quad HD 1440p/4 MP**
- > **Compact, lightweight design**
- > **Analytics with deep learning**
- > **Zipstream supporting H.264/H.265**
- > **Outdoor-ready with IR illumination**



AXIS M2036-LE Bullet Camera

Models	AXIS M2036-LE AXIS M2036-LE Black	operating temperature, IP address removed, network lost, new IP address, system ready Video: average bitrate degradation, tampering, day-night mode Application: motion alarm, VMD 4, VMD3 Scheduled and recurring: scheduled event Edge storage: recording ongoing, storage disruption, storage health issues detected MQTT subscribe
Camera		
Image sensor	1/2.7" progressive scan RGB CMOS	
Lens	Fixed iris, fixed focus, IR corrected 2.4 mm, F2.1 Minimum focus distance: 0.5 m 4 MP (16:9) Horizontal field of view: 130° Vertical field of view: 71° 4 MP (4:3) Horizontal field of view: 109° Vertical field of view: 81°	
Day and night	Automatically removable infrared-cut filter	
Minimum illumination	With Lightfinder Color: 0.18 lux at 50 IRE, F2.1 B/W: 0.04 lux at 50 IRE, F2.1 0 lux with IR illumination on	
Shutter speed	1/38500 s to 1/5 s	
System on chip (SoC)		
Model	CV25	
Memory	1024 MB RAM, 512 MB Flash	
Compute capabilities	Deep learning processing unit (DLPU)	
Video		
Video compression	H.264 (MPEG-4 Part 10/AVC) Main and High Profiles H.265 (MPEG-H Part 2/HEVC) Main Profile Motion JPEG	
Resolution	2304x1728 to 320x240 (4:3) 2668x1512 to 640x360 (16:9)	
Frame rate	Up to 25/30 fps with power line frequency 50/60 Hz in H.264 and H.265 ^a	
Video streaming	Multiple, individually configurable streams in H.264, H.265 and Motion JPEG Axis Zipstream technology in H.264 and H.265 Controllable frame rate and bandwidth VBR/ABR/MBR H.264/H.265	
Multi-view streaming	Up to 2 individually cropped out view areas in full frame rate streaming	
Image settings	Compression, color, brightness, sharpness, contrast, white balance, exposure control, motion-adaptive exposure, WDR: up to 115 dB depending on scene, text and image overlay, privacy masks, mirroring of images Rotation: 0°, 90°, 180°, 270°, including Corridor Format	
Pan/Tilt/Zoom	Digital PTZ	
Audio		
Audio output	Smart pairing with Axis speakers via edge-to-edge technology	
Network		
Security	Password protection, IP address filtering, HTTPS ^b encryption, IEEE 802.1x (EAP-TLS) ^b network access control, digest authentication, user access log, centralized certificate management, brute force delay protection, signed firmware, secure boot, signed video, Axis Edge Vault, Axis device ID, secure keystore (CC EAL4 certified)	
Supported protocols	IPv4, IPv6 USGv6, HTTP, HTTPS ^b , HTTP/2, TLS ^b , QoS Layer 3 DiffServ, FTP, SFTP, CIFS/SMB, SMTP, Bonjour, UPnP [®] , SNMP v1/v2c/v3 (MIB-II), DNS, NTP, RTSP, RTP, SRTP, TCP, UDP, IGMPv1/v2/v3, RTCP, DHCPv4/v6, SOCKS, SSH, LLDP, MQTT v3.1.1	
System integration		
Application Programming Interface	Open API for software integration, including VAPIX [®] and AXIS Camera Application Platform; specifications at axis.com One-click cloud connection ONVIF [®] Profile G, ONVIF [®] Profile M, ONVIF [®] Profile S, and ONVIF [®] Profile T, specification at onvif.org	
Event conditions	I/O: manual trigger Device status: above operating temperature, above or below operating temperature, below operating temperature, within	
Event actions	Record video: SD card and network share Upload of images or video clips: FTP, SFTP, HTTP, HTTPS, network share and email Pre- and post-alarm video or image buffering for recording or upload Notification: email, HTTP, HTTPS, TCP and SNMP trap Overlay text, day/night mode MQTT publish	
Data streaming	Event data	
Built-in installation aids	Pixel counter Level grid	
Analytics		
AXIS Object Analytics	Object classes: humans, vehicles (types: cars, buses, trucks, bikes) Trigger conditions: line crossing, object in area, time in area ^{BETA} Up to 10 scenarios Metadata visualized with trajectories and color-coded bounding boxes Polygon include/exclude areas Perspective configuration ONVIF Motion Alarm event	
Applications	Included AXIS Object Analytics, AXIS Video Motion Detection, active tampering alarm Support for AXIS Camera Application Platform enabling installation of third-party applications, see axis.com/acap	
General		
Casing	IP66-/IP67-, NEMA 4X- and IK08-rated Aluminum and plastic casing AXIS M2036-LE: White NCS S 1002-B AXIS M2036-LE Black: Black NCS S 9000-N	
Sustainability	PVC free, BFR/CFR free	
Power	Power over Ethernet (PoE) IEEE 802.3af/802.3at Type 1 Class 3 Typical 5 W, max 12.95 W	
Connectors	RJ45 10BASE-T/100BASE-TX PoE	
IR illumination	Optimized IR with power-efficient, long-life 855 nm IR LEDs Range of reach 20 m (65.6 ft) or more depending on the scene	
Storage	Support for microSD/microSDHC/microSDXC card Support for SD card encryption (AES-XTS-Plain64 256bit) Recording to network-attached storage (NAS) For SD card and NAS recommendations see axis.com	
Operating conditions	-30 °C to 50 °C (-22 °F to 122 °F) Start-up temperature: -30 °C (-22 °F) Maximum temperature according to NEMA TS 2 (2.2.7): 74 °C (165 °F) Humidity 10–100% RH	
Storage conditions	-40 °C to 65 °C (-40 °F to 149 °F) Humidity 5–95% RH (non-condensing)	
Approvals	EMC CISPR 24, CISPR 35, EN 55032 Class A, EN 55035, EN 61000-6-1, EN 61000-6-2, FCC Part 15 Subpart B Class A, ICES-3(A)/NMB-3(A), KC KN32 Class A, KC KN35, RCM AS/NZS CISPR 32 Class A, VCCI Class A Safety IEC/EN 62368-1, IEC 62471, IS 13252 Environment IEC 60068-2-X, IEC/EN 60529 IP66/IP67, IEC/EN 62262 IK08 Network NIST SP500-267	
Dimensions	Length: 170 mm (6.7 in) ø 101 mm (4.0 in)	

Weight	491 g (1.1 lb)
Included accessories	Installation guide, Windows® decoder 1-user license, Torx® L-key, connector guard
Optional accessories	<p> AXIS T94B03L Recessed Mount AXIS T94B02D Pendant Kit AXIS T94B01P Conduit Back Box AXIS T94B02M J-Box/Gang Box Plate AXIS T94 mounts for various installations AXIS Surveillance Cards For more accessories, see axis.com </p>
Video management software	AXIS Companion, AXIS Camera Station, video management software from Axis Application Development Partners. For more information, see axis.com/vms

Languages English, German, French, Spanish, Italian, Russian, Simplified Chinese, Japanese, Korean, Portuguese, Polish, Traditional Chinese

Warranty 5-year warranty, see axis.com/warranty

- a. Reduced frame rate in Motion JPEG
- b. This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (openssl.org), and cryptographic software written by Eric Young (ey@cryptsoft.com).

Environmental responsibility:

axis.com/environmental-responsibility

SPECIFICATIONS

For

Police Department Security Cameras

SCOPE:

A. The “City Representative” shall refer to the City’s IT Manager, or his or her designee. The terms “Contract” shall refer to the contract entered between City and the selected Contractor.

B. The City Representative will supply a list of areas the cameras will need to cover. The number of cameras, and placement, may vary depending on location requirements, Camera model, and placement,

- Front of building – This view shall include the front entrance and front parking area.
- Lobby
- West hallway – This view shall include the entire length of the hallway and connecting hallways.
- East hallway – This view shall include the entire length of the hallway and connecting hallways.
- Room 1
- Room 2
- Room 3
- Room 4
- Covered parking behind the building. – This view shall include the view of the covered parking, the back 2 doors, and some of the parking lot.
- Rear parking lot
- West parking lot
- Front gate
- Rear gate
- Fire department engine bay
- Fire department front door
- Upstairs – Room 5
- Upstairs – Hallway
- Upstairs – Room 6
- Upstairs – Room 7

- C. All cameras shall:
- Be Axis brand.
 - Be IP-based - Any device that only outputs an analog signal is not acceptable for this project.
 - Have infrared night vision.
 - Be a minimum of 2MP for cameras located indoors and 4MP for cameras located outside.
 - Have an SD card for local recording and retain a minimum of 14 day of video.
- D. Cameras and VMS (Video Management System) shall reside on its own network. A POE switch will be required.
- E. Cabling will be installed to all relevant and applicable standards and best practices. All cabling will be yellow in color.
- F. All new network wiring will be terminated in a patch panel, supplied by contractor, and clearly labeled on both ends with label maker.
- G. Cameras and VMS shall comply with the FEMA and Homeland Security mandate which prohibits the use of certain video surveillance equipment. The City Representative will supply the letter from FEMA stating the restrictions.
- H. The proposed VMS shall include:
- All necessary software/hardware licensing.
 - All necessary camera licensing.
 - Enough storage for a 90-day retention period plus an extra 30TB.
 - RAID 5 or RAID 6 storage configuration.
 - 5-year warranty.
- I. Contractor will provide and complete network cable installation including wiring/cabling, testing, certification, cable hangers, jacks, boxes, faceplates, raceway, patch panels, connectors, labels, as needed. Existing racks are in place and to be used. All network cable will be properly installed according to the NEC, supported with J-hooks or hangers as needed.
- J. All equipment and material must be new. Used, refurbished or repurposed equipment or material is not acceptable.
- K. All new network wiring, patch panels, and connectors will be a minimum Category 6, tested, labeled and certified to at least 1 Gb/s.
- L. Map locations are approximations for bidding, exact locations to be mutually agreed upon prior to installation.
- M. All labor within this project will be prevailing wage.

N. The Contractor shall take a proactive approach in correcting problems within the Contractors' span of responsibility and control. Other problems and suggestions for improvements, both short and long term, must be submitted promptly to the City Representative for appropriate action.

O. All contracted employees while on the site shall exhibit a professional appearance.

P. Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City Representative and shall be rectified in an approved manner back to its condition prior to damage, at the Contractor's expense, within 72 hours. Any hazardous conditions noted, or seen, by the Contractor that have occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City Representative.

Q. Contractor agrees to perform all work outlined in the Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A. Safety Requirements at all times so as to protect all person, including Contractor's employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on City property, including a complete written report thereof to the City Representative within twenty-four (24) hours following the occurrence.

R. During the progress of the work, if latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the City Representative in writing of such specific differing conditions before they are disturbed and before the affected work is performed. Upon notification, the City Representative will investigate the conditions, and if the City Representative determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the work under the Contract, an adjustment will be made, and the Contract modified in writing accordingly. The City Representative will notify the Contractor of his determination if an adjustment of the Contract is warranted in writing. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has requested such in writing. No Contract adjustment will be allowed under provisions specified in this section for any effects on unchanged work.

S. Contractor shall invoice the City upon completion of the project in a form approved by the City representative. Invoicing shall include a detail of costs for work performed during the project.

T. Payment will be made for work satisfactorily completed as called for in the Contract. The City Representative shall inspect and notify the Contractor of any unsatisfactory work. Unsatisfactory work shall be corrected within 5 business days. Contractor or Contractor's representative shall meet with a representative from the City as requested by the City, during the life of the Contract, in order to inspect work performed. Full compensation for conforming to the work of these specifications shall be considered as included in the Contract unit prices, or the proposed hourly rates and material markup, and no further payment may be made thereof. The Contract rates shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing the work as specified herein, and as directed by the City.

U. If City gives reasonable notice to Contractor, City may propose in writing changes to Contractor's work within the Scope of Services described. If Contractor believes any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes. Contractor may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of this Agreement covering such Scope of Services. When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to this Agreement. In the event the Parties cannot reach agreement as to the proposed change, at the City's sole discretion, Contractor shall perform such work and will be paid for labor, materials, equipment rental, etc., used to perform the work. City shall not be liable for payment of any changes in this section, nor shall Contractor be obligated to perform any such changes, except upon such written amendment or supplement; provided that if, upon City's written request, Contractor begins work in accordance with a proposed change, City shall be liable to Contractor for the amounts due with respect to Contractor's work pursuant to such change, unless and until City notifies Contractor to stop work on such change. Any additional work requested once the not-to-exceed amounts for the term of the Contract have been reached will require a formal amendment to the Contract.

V. Rates shall include all direct and indirect costs. For labor or equipment not listed in the Bid Proposal which is needed to perform additional work, the hourly rate shall be agreed upon between the City and Contractor before the services are performed.

W. It will be the responsibility of the Contractor to provide all equipment and labor as necessary to perform the work described in these documents in a safe, efficient, aesthetically pleasing, and legal manner.

X. The City requires contractors to obtain and maintain insurance throughout the contract term. The required insurance certificates must comply with all requirements

described in and must be provided with the Contract.

Y. The City will award one contract for the work to a responsive and responsible bidder, provided that the Bidder is determined to be qualified based on the requirements listed herein. In order to be determined responsive, a Bidder must respond to all requested information and supply all required information in this RFP. Any bid may be rejected if it is conditional, incomplete, or contain irregularities. Minor or immaterial irregularities in a bid may be waived. Waiver of an irregularity shall in no way modify this RFP nor affect recommendation for award of contract.

Your proposal will require a returned signed copy of this Specification from the authorized submitter of the bid for this service:

Ryan Bradford

Printed Name of Signatory

TEC-COM LOW VOLTAGE SOLUTIONS INC.

Name of Company or Business

Ryan Bradford

Signature

03-06-2024

Date

AGREEMENT 3500

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on **April 2, 2024**, by and between the City of Oroville, a municipal corporation (“City”) and **Tec-Com Low Voltage Solutions, Inc.** (“Contractor”).

RECITALS

- A. Contractor is specially trained, experienced, and competent to perform the installation of a surveillance camera system, which will be required by this Agreement as described in Attachment A; and
- B. Contractor possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement and in Attachment A on the terms and conditions described herein.
- C. City desires to retain Contractor to render the work of as set forth herein and in Attachment A.

AGREEMENT

1 SCOPE OF WORK.

Except as specified in this Agreement, Contractor shall furnish all professional services, including labor, material, equipment, transportation, supervision, and expertise (collectively referred to as “Work”) to satisfactorily complete the installation of a surveillance camera system required by City at Contractor's own risk and expense. The materials and work to be provided to City are more fully described in Attachment “A” entitled “PROJECT SCOPE AND QUOTATION.” All the attachments referenced in this Agreement are attached and are incorporated by this reference.

1.1 City Obligations

All data applicable to the project and in possession of the City are to be made available to the Contractor.

2 TIME OF PERFORMANCE.

Tec-Com Low Voltage Solutions, Inc. will make all reasonable efforts to observe the dates requested for installation or other performance, however Tec-Com Low Voltage Solutions, Inc. shall not be liable for delay in performance due to unforeseen circumstances or causes beyond its control, including without limitation weather conditions, lockout, riot, war, fire, acts of God, accident, delays caused by any supplier or by the Customer, inability to obtain or substantial rise in the cost of labor or materials or compliance with any law, regulation or order. Performance shall be deemed suspended during and extended for such time as any such circumstances or causes delay its execution.

3 COMPENSATION.

Compensation to be paid to Consultant shall not exceed \$82,165, and shall be in accordance with the Cost Proposal described in Exhibit "A", which is attached hereto and incorporated herein by reference. City shall pay sales tax on all applicable items, in excess of the amount outlined above. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment. In no event shall Contractor's compensation exceed the amounts set forth in Attachment "A" without the prior written approval of the City.

4 METHOD OF PAYMENT.

Consultant shall submit billing to City describing the work performed. Consultant's bills shall include a brief description of the services performed, the date the services were performed, including any pertinent information required by City. City shall pay Consultant

no later than 30 days after approval of the monthly invoice by City staff. Contractor shall be fully responsible for payment to any subcontractors, suppliers or services utilized by Contractor to fulfill Contractor's responsibilities under this agreement. Contractor agrees to release and hold the City harmless to any and all obligations encumbered by Contractor in the fulfillment of this agreement.

5 EXTRA WORK.

At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Contractor's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without prior written authorization from City.

6 TERMINATION.

This Agreement may be terminated by the City immediately for cause and without cause upon thirty (30) days written notice of termination. Upon termination, Contractor shall be entitled to compensation for work properly performed up to the effective date of termination.

7 OWNERSHIP OF DOCUMENTS.

All media, reports, plans, studies, documents, and other writings prepared by and for Contractor, in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon Contractor's completion of such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such media, reports, plans, studies, documents, and other

writings to City within three (3) days after written request. Contractor shall not be responsible for liabilities, losses, or claims resulting from unauthorized modifications, or reuse other than original intended purpose.

8 LICENSING OF INTELLECTUAL PROPERTY.

This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in media, documents or works of authorship fixed in any tangible medium of expression, including, but not limited to, data magnetically or otherwise recorded on computer disks, which are prepared or caused to be prepared by Contractor under this Agreement (“Documents and Data”). Contractor represents and warrants that Contractor has the legal right to license any and all Documents and Data. Contractor makes no such representation and warranty in regard to Documents and Data which may be provided to Contractor by City. City shall not be limited in any way in its use of the Documents and Data at any time.

8.1 Confidentiality.

All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, media, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor, which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed

confidential. Contractor shall not use City's name, seal, or photographs relating to project for which Contractor's services are rendered, or participate in any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium, without the prior written consent of City.

8.2 Contractor's Books and Records.

8.2.a Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to performance of or charges for services, expenditures and disbursements charged to City for a minimum period of two (2) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.

8.2.b. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of **three (3) years**, or for any longer period required by law, from the date of termination or completion of this Agreement.

8.2.c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, Chief of Police or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection electronically or at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.

9 INDEPENDENT CONTRACTOR.

It is understood that Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Contractor hereby expressly waives any claim it may have to any such rights.

10 INTEREST OF CONTRACTOR.

Contractor (including principals, associates, and professional employees and subcontractors) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and

direction of the City or any City official, other than normal agreement monitoring;
and

- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

11 PROFESSIONAL ABILITY OF CONTRACTOR.

City has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. Contractor shall manage and approve the work of all persons performing professional work under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

12 COMPLIANCE WITH LAWS.

Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

13 LICENSES.

Contractor represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature, which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain, at all times during the term of this Agreement, any licenses, permits, certifications, insurance and approvals which are required by the City for its business.

14 INDEMNITY.

Contractor agrees to defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses,

damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from Contractor's negligent performance, intentional acts, misconduct or omissions relating to the work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

15 INSURANCE REQUIREMENTS.

Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Attachment "B" attached hereto.

16 NOTICES.

Any notice required to be given under this Agreement shall be in writing and will either be served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: Brian Ring
 City Administrator
 City of Oroville
 1735 Montgomery St.
 Oroville, CA 95965

If to Contractor: Tec-Com, Inc.
 P.O. Box 1626
 Yuba City, CA 95992

17 ENTIRE AGREEMENT.

This Agreement constitutes the complete and exclusive statement of Agreement between

the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

18 **AMENDMENTS.**

This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

19 **ASSIGNMENT AND SUBCONTRACTING.**

The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties, or obligations of the Contractor under this Agreement will be permitted only with the express prior written consent of the City. No subcontractors (other than those listed on Attachment "A") shall work under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and a subcontractor of the Contractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

20 **Waiver.**

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21 **SEVERABILITY.**

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22 CONTROLLING LAW VENUE.

This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state or federal court with jurisdiction over the County of Butte.

23 LITIGATION EXPENSES AND ATTORNEY'S FEES.

If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

24 EXECUTION.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

27 AUTHORITY TO ENTER AGREEMENT.

Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

28 PROHIBITED INTERESTS.

Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent

upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29 EQUAL OPPORTUNITY EMPLOYMENT.

Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex, age, or in any other way prohibited by law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

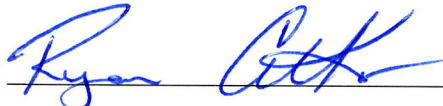
IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the date first written above.

CITY OF OROVILLE

LICENSED CONTRACTOR

By: _____

David Pittman, Mayor

By:  _____

Title: Ryan Cetko / Vice President

APPROVED AS TO FORM:

ATTEST:

By: _____

Scott Huber, City Attorney

By: _____

Kayla Reaster, City Clerk

ATTACHMENT "A"

Scope of Work

Camera System

1. Provide site with working IP base Camera System as requested on plans and specifications for the Police and Fire Department.
2. Provide and install the following IP cameras with all mounting hardware and components.
 - Qty. 8 – Single Lens 360° Fisheye Cameras. Axis M4317-PLVE
 - Qty. 6 – Four Sensor 360° Dome Camera. Axis P3737-PLE
 - Qty. 3 – Single Lens Outdoor Dome Cameras. Axis P3267-LVE
 - Qty. 11 – Indoor Bullet Camera. Axis M2036-LE
3. Provide and install new Cat5 Plenum cable and associated hardware from existing telecom room to all new camera locations.
4. Provide and install new 96 TB Server in existing Rack allowing for 90 days recording and an additional 30TB. Axis Video Recorder S1296 this allows options add more cameras later.
5. Provide conduit and components where needed for all outdoor camera locations.
6. Test all newly installed cabling and provide as-built drawing, warranty & test result documentation package.
7. Configure system and cameras for optimal viewing and retention and train owner on use of system.

EXCLUSIONS:

1. Pathways / Sleeves / Cable Tray (hangers only).
2. Network / Phone / WAP / AV Active Hardware.
3. Patch Cords and patching of owners equipment.
4. Any spec section or work not listed above.

ATTACHMENT "B"

Insurance Requirements

The Contractor, in advance of performing activities on the work under the Agreement between the City and the Contractor, shall, at no expense to the City, obtain the following insurance policies:

The Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor or Contractor's agents, representatives, employees or subcontractors.

If applicable to Contractor, coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Error and Omission Insurance:** **\$1,000,000** in coverage.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers shall be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of project work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such project work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this work, the Contractor's insurance coverage shall be primary

insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

All liability insurance policies shall be maintained for the duration of work construction and for 3 years after completion of the work.

Contractor hereby agrees to waive rights of subrogation that any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: JESS DARNELL, ASSISTANT CHIEF OF POLICE

RE: ADDITION OF SCHOOL SERGEANT CLASSIFICATION

DATE: APRIL 2, 2024

SUMMARY

The Council will consider adding the classification of School Sergeant. This change will better meet the needs of the Oroville Police Department, in order to solidify important leadership and supporting positions.

DISCUSSION

The Oroville Police Department requests to make the following change to the department's structure:

1. Authorize the creation and filling (two allocations) of the School Sergeant job classification.

School Sergeant

The Oroville Police Department currently has five permanent Sergeants. Two of the Sergeants are currently assigned to the position of School Resource Officer (SRO). These Sergeants perform very important work in the schools and are necessary to help secure our most precious asset, our children. To ensure better patrol supervision, the Department would like to create a new classification for these duties, School Sergeant, and reclassify these Sergeants to this new classification. The new position will be placed at the same salary range as SRO Sergeants. The two allocations of School Sergeant would replace two existing Officer allocations, resulting in a slight increase to salary and benefits, however, keeping the allocations to the department the same.

Having adequate Sergeants working patrol is critical to the success of our organization. Sergeants are necessary for each shift to ensure compliance with Department rules and regulations, to assist with complex cases, to counsel Officers as necessary, to direct responses, and to facilitate mutual aid requests. Currently the Department does

not have the desired coverage to perform all these duties, twenty-four hours/day, seven days/week.

The Oroville Police Department needs to add two additional sergeant positions to the structure to ensure adequate supervision of all patrol shifts. The Department plans to do a comprehensive full recruitment to ensure we bring on the most qualified candidates to the organization. The additional cost for these positions (approximately \$35,000 annually plus roll ups) will come salary savings that are already in the current Fiscal Year budget due to vacancies.

FISCAL IMPACT

Fiscal impact of approximately \$35,000 annually plus roll ups. Funding is available within the existing operational budget of the Oroville Police Department. This will require an increase in the budget next fiscal year.

RECOMMENDATION

1. Authorize the job classification of School Sergeant, the conversion of two vacant Police Officers to School Sergeants

ATTACHMENTS

1. Proposed School Sergeant job description.

CITY OF OROVILLE

POLICE SCHOOL SERGEANT**DEFINITION**

Oroville Police Department School Sergeant serves as a School Resource Officer (SRO). SROs serve as a vital member of the educational community, ensuring a safe and secure environment for students, staff, and visitors. The SRO collaborates with school administrators, faculty, students, and local law enforcement agencies to promote safety, prevent incidents, and address concerns within the school community. School Sergeants may also be tasked to supervise and participate in the daily law enforcement and crime prevention activities, to perform specialized or technical analytical, investigative or administrative support functions as assigned; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from a Lieutenant, Assistant Chief, or Chief of Police.

Exercises direct supervision over police officers during assigned special events and / or school functions.

EXAMPLES OF ESSENTIAL FUNCTIONS - *Essential functions may include, but are not limited to, the following:*

Patrol school premises regularly to monitor for any suspicious activity, unauthorized individuals, or potential security threats.

Promptly respond to and investigate incidents such as fights, disturbances, or violations of school policies or laws.

Assist in the development and implementation of emergency response plans, including drills and procedures for various scenarios.

Foster positive relationships with students, staff, parents, and community members to promote trust and cooperation.

Provide support and assistance during crises or emergencies, including providing counseling or referrals to appropriate services when needed.

Enforce local, state, and federal laws within the school setting, taking appropriate action as necessary.

Conduct presentations or workshops on topics such as drug prevention, internet safety, bullying prevention, and conflict resolution.

CITY OF OROVILLE

Mediate conflicts between students or staff members, employing conflict resolution techniques and de-escalation strategies.

Conduct investigations into incidents occurring within the school, collaborating with school administrators and local law enforcement agencies as needed.

Provide training and support to school staff on topics related to safety, security, and emergency preparedness.

Perform additional duties as required in support of the Oroville Police Department, and school under your charge, to include but not limited to attending school or police functions.

Maintain accurate records and documentation related to incidents, investigations, and interactions within the school community.

Participates in officer and civilian employee training; may organize and conduct specialized training as assigned.

Reviews and evaluates reports of subordinate officers for accuracy, completeness and compliance with departmental policies and procedures; determines and monitors follow-up actions required; prepares and submits a variety of police reports, records and correspondence.

Analyzes departmental activities and policies and makes recommendations to increase unit and overall departmental effectiveness and efficiency.

Inspects weapons, vehicles and equipment for proper condition and compliance with departmental policies and standards; maintains assigned equipment.

Responds to and investigates traffic accidents on or near school property; participates in traffic enforcement activities.

Testifies and presents evidence in court.

Cooperates with other law enforcement agencies on cases and projects as appropriate.

Keeps supervisor informed of operational or personnel problems encountered.

Represents the Police Department by attending school functions, meetings, and events

MINIMUM QUALIFICATIONS

Knowledge of:

Pertinent federal, state and local laws, regulations, codes and ordinances.

Methods, organization and supervision of a municipal law enforcement agency.

Other state and local law enforcement agencies.

Up-to-date law enforcement and law enforcement training procedures.

Methods and materials used in criminal investigations.

Courtroom procedures and legal practices.

Firearms, automotive, radio and other law enforcement equipment.

The layout of local roads and of the locations and characteristics of various neighborhoods, schools / school properties.

Administrative principles involved in implementing and supervising various police programs and related activities.

Principles of supervision and performance evaluation.

Modern office practices and technology, including the use of computers for word and data processing.

Basic record-keeping and report writing.

English usage, spelling, grammar and punctuation.

Safe work practices.

Public / community relations techniques.

Ability to:

Read, understand, interpret, apply and enforce federal, state and local laws, rules and regulations.

Assist in supervising an effective public safety program for the City of Oroville.

Effectively train, supervise and evaluate the work of assigned staff.

Perform duties under the pressure of very high expectations for exemplary and non-erring leadership, management, professionalism and implementation of law enforcement procedures.

Plan, organize and prioritize daily assignments and work activities.

Analyze problems, identify alternative solutions, determine consequences of proposed actions and implement recommendations in support of goals.

Appraise situations and people accurately quickly, and adopt an effective course of action.

Perform responsible police work in accordance with all applicable laws, regulations, policies, procedures and guidelines.

Participate in criminal investigations.

Observe, remember and recall detailed information, names, faces and facts.

Work under stressful or dangerous conditions, often involving considerable personal risk or risk to others.

React quickly and calmly in emergency situations.

Deal courteously, yet firmly and effectively with the public in police situations.

Properly use firearms and other work-related equipment.

Learn standard police radio procedures and codes.

Prepare clear and concise records and reports.

Perform mathematical computations with accuracy.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Learn and utilize new skills and information to improve job performance and efficiency.

Meet the physical requirements necessary for successful job performance.

Experience:

Four years of experience as a Peace Officer within the State of California.

Education:

Graduation from high school or GED and possess a minimum of 60 college semester units from an accredited college or university.

Substitution:

Possession of an Associate of Arts degree in Police Science, Business, Public Administration or a related field from an accredited college or university may be

substituted for one year of the required experience.

Additional Requirements:

Possession of a valid California driver's license.

Possession of Intermediate Certification as issued by the state of California Commission on Peace Officer's Standards and Training.

Must complete the P.O.S.T. Supervisory Course within two years from date of appointment.

Must be eligible or obtain a P.O.S.T. Supervisory Certificate within two years from the date of appointment.

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment. Incumbent drives on surface streets and may be exposed to traffic and equipment hazards, adverse weather conditions, temperature and noise extremes, violence, heights, explosives, fumes, dusts, odors, toxic or caustic chemicals, pathogenic substances, vibration.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and field environment. Requires the ability to sit at desk and intermittently walk, stand, run, climb, balance, bend, squat, twist and reach while performing office duties and/or police work; lift and/or move more than 100 pounds of weight; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen. Requires the strength and stamina to perform law enforcement duties, including handling firearms, making arrests, and driving a motor vehicle.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR,
LARK MCNEILL, INTERWEST PLANNING GROUP**

**RE: SECOND READING OF ZONING CODE AMENDMENT (ZC) 24- 02;
CHANGING THE SECTION'S TITLE FROM SECOND DWELLING UNITS
TO ACCESSORY DWELLING UNITS AND AMENDING MUNICIPAL
CODE SECTION 17.16.010**

DATE: APRIL 2, 2024

SUMMARY

The Council will again consider adopting ZC 24-02, changing the title of Municipal Code Section 17.16.010 from Second Dwelling Units to Accessory Dwelling Units, and establishing regulations and standards for accessory dwelling units.

DISCUSSION

On March 5, 2024, the City Council conducted a public hearing and unanimously approved the first reading of Ordinance No. 1878 with two minor changes. At a second public hearing on March 19, 2024, the Council approved the ordinance with a 30-day minimum stay. Those changes have been made and the ordinance is presented for Council approval.

Background: Changes to Municipal Code Section 17.16.010 are necessary to address recent changes to State la1600w regarding accessory dwelling units. The proposed amendments to Municipal Code Section 17.16.010 are necessary to bring the Municipal Code into compliance with these new laws. The new laws will allow two accessory dwelling units on a property with a primary residence on every single-family zoned property. The Section's title will also be changed from "Second Dwelling Units" to "Accessory Dwelling Units".

FISCAL IMPACT

All ADUs and JADUs will pay applicable fees at the time building permit applications are submitted to the city.

RECOMMENDATION

Staff recommends the following actions:

1. **Approve the second reading and introduce by title only, Ordinance 1878 – AN ORDINANCE OF THE OROVILLE CITY COUNCIL AMENDING SECTION 17.16.010 OF THE ZONING ORDINANCE OF THE CITY OF OROVILLE CONSISTENT WITH STATE LAW RELATING TO ACCESSORY DWELLING UNITS.**

ATTACHMENTS

- A. Ordinance No. 1878

CITY OF OROVILLE ORDINANCE NO. 1878**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADOPTING ZONING CODE AMENDMENT (ZC) 24-02 AMENDING THE OROVILLE MUNICIPAL CODE BY CHANGING THE TITLE OF SECTION 17.16.010 FROM “SECOND DWELLING UNITS” TO “ACCESSORY DWELLING UNITS” AND AMENDING SECTION 17.16.010 ESTABLISHING REGULATIONS AND STANDARDS FOR ACCESSORY DWELLING UNITS**

WHEREAS, Assembly Bill 1033 went into effect January 1, 2024, which allows accessory dwelling units to be sold independently of the primary dwelling unit on a property in a single-family residential zone; and

WHEREAS, Assembly Bill 1033 authorizes a local agency to adopt a local ordinance to allow the separate conveyance of the primary dwelling unit and accessory dwelling unit or units as condominiums, as specified; and

WHEREAS, accessory dwelling units are intended to increase the supply of non-transient housing in the State. Accessory dwelling units are permitted in all areas zoned to allow single-family or multifamily dwelling residential uses within the City limits; and

WHEREAS, City staff recommends amending the title of Section 17.010.16 in the Zoning Code from “Second Dwellings” to “Accessory Dwelling Units” and amending the Oroville Municipal Code Section 17.010.16 to establish regulations for accessory dwelling units in compliance with current State law; and

WHEREAS, The Planning Commission conducted a public hearing on December 21, 2023, and again on January 25, 2024, where Resolution No. P2023-03 was subsequently adopted recommending that the City Council adopt zoning code amendment (ZC) 24- 03; and

WHEREAS, the proposed amendments are internally consistent with other applicable provisions of the Zoning Code, the 2030 General Plan, and compatible with the uses authorized in the applicable zoning districts for which the revisions are proposed; and

WHEREAS, the proposed Zoning Code Amendment is not subject to the California Environmental Quality Act (CEQA), Class 15301. This ordinance is

applicable city-wide to residential properties and structures. The additional residential units created through this ordinance are exempt from density restrictions pursuant to Government Code Section 65852.2.; and

WHEREAS, at a duly noticed public hearing, the City Council considered the comments and concerns of public agencies, property owners, and members of the public who are potentially affected by the approval of the code changes described herein and considered the City's staff report regarding the project.

NOW, THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF OROVILLE DO ORDAIN AS FOLLOWS:

SECTION 1: Findings.

The City Council of the City of Oroville adopts and finds as true and correct the aforementioned recitals and incorporate them herein as findings.

Section 2: Amendment to the Oroville Municipal Code changing the title of 17.16.010 from Second Dwelling Units to Accessory Dwelling Units.

Section 3: Amendment to the Oroville Municipal Code
The Oroville Municipal Code Section 17.16.010 is hereby amended as follows:

17.16.010 Second dwelling units.

Purpose. Accessory dwelling units are intended to increase the supply of non-transient housing. Accessory dwelling units are permitted in all areas zoned to allow single-family or multifamily dwelling residential uses within the City limits unless the water and/or sewer provider indicates in writing to the City Building Department that it has insufficient capacity to serve the accessory or junior accessory dwelling unit. All accessory dwelling units must be rented out for terms longer than thirty (30) days. Any accessory dwelling unit may be rented separate from the primary residence. Any accessory dwelling unit (not including a junior accessory dwelling unit) may be sold separately from the primary residence as described in Government Code Section 65852.2(a)(10)(E) as amended.

Relationship with the General Plan and Zoning. Any Accessory Dwelling Unit or Junior Accessory Dwelling Unit which conforms with the requirements of this Chapter shall be deemed to be consistent with the General Plan designation and zoning for the parcel, regardless of any limitations on residential density imposed by the General Plan or zoning. Accessory Dwelling Units shall not be counted when determining residential density for conformance with General Plan or Zoning.

A. Definitions

1. "Accessory dwelling unit" means an attached or a detached residential dwelling unit and garage that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes an efficiency unit or a manufactured home, as defined in Section 18007 of the Health and Safety Code.
2. "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.
3. "Efficiency unit" has the same meaning as defined in Section 17958.1 of the Health and Safety Code.
4. "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
5. "Nonconforming condition" means a physical improvement on a property that does not conform to current zoning standards or building code.
6. "Objective standards" means standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal.
7. "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.
8. "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
9. "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
10. "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

B. Permit Required.

1. A planning department application for an accessory dwelling unit or a junior accessory dwelling unit shall be considered and approved ministerially without discretionary review or a hearing, notwithstanding Government Code Section 65901 or 65906 or any City ordinance regulating the issuance of variances or special use permits. The City shall either approve or deny the planning department application to create or serve an accessory dwelling unit or a junior accessory dwelling unit within thirty (30) days from the date the City receives a completed application if there is an existing single-family or multifamily dwelling on the lot.
 2. If the planning department application to create or serve an accessory dwelling unit or a junior accessory dwelling unit is submitted with a building permit application to create a new single-family or multifamily dwelling on the lot, the City may delay approving or denying the planning department application for the accessory dwelling unit or the junior accessory dwelling unit until the City approves or denies the planning department application to create the new single-family or multifamily dwelling, but the planning department application to create or serve the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the City has not approved or denied the completed planning department application within 60 days, the planning department application shall be deemed approved.
 3. A certificate of occupancy for an accessory dwelling unit shall not be issued before the certificate of occupancy is issued for the primary dwelling. An existing legally permitted accessory structure, accessory living unit, or family care unit may be converted into an accessory dwelling unit consistent with the provisions of the Chapter.
 4. A demolition permit for a detached garage that is to be replaced with an accessory dwelling unit must be reviewed with the application for the accessory dwelling unit and issued at the same time as the building permit for the accessory dwelling unit.
- C.** If the City denies a planning department application for an accessory dwelling unit or junior accessory dwelling unit, the City shall, within the time period described within this section, return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.
- D. Preapproved building plans.** Beginning January 1, 2025, the City shall make available preapproved building plans for ADUs. The City will charge a reasonable fee for the use of the preapproved building plans. The City shall comply with Government

Code Section 65852.27, as amended, regarding preapproved building plans for any type of accessory dwelling unit.

E. Addressing Accessory Dwelling Units. All accessory dwelling units shall be assigned an address. The Building Department will inform local agencies, service providers, and the United States Postal Service of the address of the proposed accessory dwelling unit followed by an identifying letter or number.

F. Junior accessory dwelling unit (JADU). “Junior accessory dwelling unit” means a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure and garage. A junior accessory dwelling unit has the same definition as defined by the State of California at the time an application for a junior accessory dwelling unit is received by the City. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing structure.

1. JADUs can only be constructed on a site with a proposed or existing single-family dwelling.
2. No JADU may occupy more than 500 square feet of an existing residence.
3. A JADU may be located within an existing legally authorized single-family dwelling that does not meet setback requirements and it would not be considered an expansion of a legal non-conforming structure unless the conversion increases the non-conformity of the structure.
4. No additional on-site parking is required for a JADU.
5. A separate entrance to the JADU shall be provided.
6. A JADU may share a bath with the single-family dwelling or have its own bath.
7. A JADU is required to include an efficiency kitchen as defined in Section 17958.1 of the State of California Health and Safety Code.
8. For the purposes of fire and life protection ordinances and regulations, a JADU is to be considered part of the single-family dwelling.
9. A JADU shall not be sold separately from the primary residence.

G. Maximum Number of All Units. There are four categories of the allowed number of ADUs and JADUs on a single parcel. (A) One ADU and one JADU are permitted per lot. The JADU must be within the proposed space of a single-family dwelling or existing space of a

single-family dwelling or accessory structure that meets specified requirements such as exterior access and setbacks for fire and safety. (B) One detached new construction ADU that does not exceed four-foot side and rear yard setbacks. This ADU may be combined on the same lot with a JADU and cannot exceed a maximum unit size of 850 square feet. (C) Multiple ADUs within the portions of multifamily structures that are not used as livable space at the time of the conversion of the non-residential floor space to an ADU are permitted, and in up to 25 percent of the existing multifamily structures. (D) Up to two detached ADUs on a lot that has existing multifamily dwellings that are subject to height limits prescribed in Government Code Section 65852.2 (as amended at the time of the building permit application) and four-foot rear and side yard setbacks.

H. Location. A second dwelling unit may be either attached to or detached from the primary dwelling unit on the parcel. The City shall not issue a certificate of occupancy for an accessory dwelling unit before the City issues a certificate of occupancy for the primary dwelling.

I. Development Standards. ADUs shall be subject to the fees and charges allowed by the State of California at the time an application for an ADU is submitted to the City. ADUs shall conform to height, setback, site plan review, fees, charges, and other zoning requirements generally applicable to residential construction within the zone in which the ADU is located with the following exceptions:

1. The combined site coverage of the primary dwelling unit and any accessory structures on the parcel are limited to the maximum allowable site coverage in the underlying zone district. An ADU square footage is not included in calculating the maximum allowable site coverage in the underlying zone district. A minimum front yard setback of twenty (20) feet is required unless this setback would prohibit the construction of an ADU of less than 800 square feet on the subject property. When necessary to deviate from the twenty (20) foot front yard setback, the required minimum front yard setback to create an ADU of at least 800 square feet will be established on a case-by-case basis as demonstrated on the proposed ADU site plan. A minimum setback of no more than four (4) feet from the side and rear lot lines shall be required for an ADU.
2. An existing legally authorized accessory structure which does not meet front, rear or side yard setback requirements may be converted to an ADU or reconstructed to the same dimensions as the existing structure and converted to an ADU and would not be considered an expansion of a legal, non-conforming use unless the conversion increases the non-conformity of the structure.

3. For an ADU, off-street parking shall be provided in accordance with the provisions of Municipal Code Section 17.12.070, except that in districts with a minimum lot area of at least 5 acres, parking spaces for the ADU may be surfaced with gravel. One (1) parking space is required per ADU, and the space may be provided through tandem parking. Parking for ADUs is allowed in front, rear and side setback areas. ADUs located: within one-half (½) mile walking distance of a public transportation stop along a prescribed route according to a fixed schedule, or located within one (1) block of a car share parking spot, or located entirely within the primary residence and the ADU does not result in a net increase in habitable floor area on the property, or located in an area where on-street permit parking is required, but such permits are not available to the tenant, or located within a designated historic district, are exempt from providing an additional off-street parking space.
4. All ADUs shall have exterior points of ingress and egress (door).
5. A maximum height of 16 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multifamily dwelling unit.
6. A maximum height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multifamily dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code. An additional two feet in height to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit is also permitted.
7. A maximum height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed multifamily, multistory dwelling.
8. A maximum height of 25 feet or the height limitation in the local zoning ordinance that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling. This clause shall not require a local agency to allow an accessory dwelling unit to exceed two stories.
9. The construction of ADUs units shall comply with City Building Code requirements in effect at the time of construction.
10. Fire sprinklers, however, shall not be required in an ADU or JADU if they are not required in the existing single-family or multifamily dwelling.
11. ADU's and JADU's shall be prohibited if the proposed property is in a designated Very

High Fire Hazard Zone as defined in Government Code Section 51178 unless the property has two separate points of direct access to a highway or other safe egress.

12. The property owner may elect to have a separate electrical and gas service provided to the JADU or ADU. The property owner may elect to have the JADU or ADU served by the existing electrical or gas service and will be required to upgrade any existing service connections as required by the building code or service provider.
13. Any ADU constructed on properties listed in the California Register of Historical Resources shall conform to the City of Oroville Municipal Code Section 17.44.040, Downtown Historic Overlay as necessary to prevent adverse impacts on that property. Any ADU constructed on properties located within the Downtown Historic Overlay abutting a property listed in the California Register of Historical Resources shall conform to the City of Oroville Municipal Code Section 17.44.040, Downtown Historic Overlay as necessary to prevent adverse impacts to the listed property.
14. The total floor area for a detached ADU shall not exceed 1,200 square feet, except that in districts with a minimum lot size of at least 5 acres, the ADU floor area shall not exceed 2,000 square feet.
15. For an attached ADU, total floor space may not exceed one thousand (1,000) square feet. In no instance shall the floor space of an attached ADU be restricted to less than one thousand (1,000) square feet for an attached ADU that provides more than one (1) bedroom or less than eight hundred fifty (850) square feet for an attached ADU that provides one (1) or less bedroom.
16. Notwithstanding any other provision of this section, an attached unit that qualifies as an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code, shall be allowed regardless of the ratio between its floor area and the living area of the existing dwelling unit.
17. No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit.

K. Multi-family zoned property. At least one accessory dwelling unit is allowed within an existing multifamily dwelling, and accessory dwelling units up to 25 percent of the existing multifamily dwelling units are allowed by right. Multiple accessory dwelling units may be created within the portions of existing multifamily dwelling structures that

are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings. Up to two accessory dwelling units are allowed on each multi-family zoned property, subject to the height and setback restrictions in this ordinance.

L. Fees. ADUs up to 750 square feet are exempt from impact fees, and ADUs that are 750 square feet or larger may be charged impact fees but only such fees that are proportional in size (by square foot) to those for the primary dwelling unit. The construction of ADUs shall be subject to the payment of all fees applicable to the construction of a single-family dwelling on the same property.

M. Sale of Accessory Dwelling Units. Junior accessory dwelling units may not be sold separate from the primary residence on a legal lot.

N. Sale of Accessory Dwelling Unit by a Qualified nonprofit corporation. The City shall allow an accessory dwelling unit to be sold or conveyed separately from the primary residence to a qualified buyer as set forth in Government Code 65852.26 as amended, at the time an application under that section is submitted to the city. All conditions of Government Code 65852.26 apply, including but not limited to the requirement for separate utilities for the ADU and a 45-year low-income restriction on the JADU or ADU, whichever is proposed.

(1) For purposes of this section, the following definitions apply:

(a) "Qualified buyer" means persons and families of low or moderate income, as that term is defined in Section 50093 of the Health and Safety Code.

(b) "Qualified nonprofit corporation" means a nonprofit corporation organized pursuant to Section 501(c)(3) of the Internal Revenue Code that has received a welfare exemption under Section 214.15 of the Revenue and Taxation Code for properties intended to be sold to low-income families who participate in a special no-interest loan program.

O. Use Restriction.

1. Any single-family zoned property with a primary residence and an ADU constructed after January 1, 2025, shall be occupied by the property owner in either residence on the subject property. "Constructed" shall mean any ADU for which a building permit was applied for after January 1, 2025.

2. Prior to obtaining a building permit for an ADU or JADU, a deed restriction, approved by the City, shall be recorded with the County Recorder's office, which shall include the prohibition on the use of any dwelling on the subject parcel for transient habitation. The deed shall state the ADU or JADU lease agreement shall be for a term equal to or greater than thirty (30) days.
 3. The property owner shall provide the city, upon written request, a copy of the rental agreement with the occupant of the ADU or JADU. The ADU or JADU may not be sub-let or rented out to another individual or entity by the occupant.
 4. The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the zoning administrator, providing evidence that the ADU or JADU has in fact been eliminated. The City Building Department shall confirm this evidence in writing. The zoning administrator may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the zoning administrator's determination consistent with other provisions of this code. If the ADU or JADU is not entirely physically removed but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this code.
 5. The deed restriction is enforceable by the zoning administrator or his/her designee for the benefit of the city. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the city is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.
- P. Conflicts If this ordinance conflicts with State law at the time an ADU or JADU building permit is submitted to the city, the State law shall govern. Where the Zoning Ordinance is silent, State law shall prevail for ADUs and JADUs.

Section 4: Environmental Determination.

Zoning Code Amendment ZC23-02 is not subject to the provisions of the California Environmental Quality Act ("CEQA") pursuant to Existing Facilities, Title 14, CCR, §15301. This ordinance is applicable city-wide to existing residential properties and structures in compliance with State planning law. The additional residential units

created through this ordinance are exempt from density restrictions pursuant to Government Code Section 65852.2.

Section 5: Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 6: Effective Date.

This ordinance shall take effect thirty (30) days after the date of its final adoption. The City Clerk shall certify to adoption thereof and cause its publication according to law.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on this 2nd day of April 2024, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk



**December 19, 2023
MEETING MINUTES**

This agenda was posted on December 15, 2023. This meeting was recorded and may be viewed at Cityoforoville.org or on YouTube.

CALL TO ORDER / ROLL CALL

Mayor Pittman Opened the Meeting at 3:30pm.

PRESENT: Council Member(s) Tracy Johnstone, Krysi Riggs, Scott Thomson, Janet Goodson (virtual via zoom), Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957.6, the Council will meet with the Personnel Officer and City Attorney to discuss labor negotiations related to the following bargaining units: All Bargaining Units
2. Pursuant to Government Code section 54956.8, the Council will meet with Real Property Negotiators, City Administrator and City Attorney, regarding the following property: APN 012-035-005.
3. Pursuant to Government Code Section 54957(b), the Council will meet with the Personnel Officer and City Attorney to consider employment related to the following position: Assistant Police Chief.
4. Pursuant to Government Code Section 54957(b), the Council will meet with the Personnel Officer and City Attorney to consider the annual evaluation of performance related to the following positions: All Department Heads.
5. Pursuant to Government Code section 54956.9(a), the Council will meet with the City Administrator, and the City Attorney relating to existing litigation: City of Oroville v. Design Build, Inc., et al., Butte County Superior Court, Case No. 21CV03051.

OPEN SESSION

1. **Announcement from Closed Session** = No action taken
2. **Pledge of Allegiance** = Led by Council member Johnstone
3. **Adoption of Agenda** = Motioned by Vice Mayor Smith; Seconded by Council Member Riggs

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

Item 7.

NOES: None

ABSTAIN: None

ABSENT: None

PRESENTATIONS AND PROCLAMATIONS

1. Presentation by Emily Swearingen and Jennifer Skinner on the National Fentanyl Crisis

Emily Swearingen, Program Manager and Jennifer Skinner, Program Manager Supervisor in the Prevention Unit at Butte County Behavioral Health, will provide an update on the fentanyl crisis that the nation is facing.

Jennifer Skinner of Butte County, presented this item to the City Council.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item.

Speaker 1: Bill Speer

Speaker 2: The CameraMan

Speaker 3: Bobby O’Reiley

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

Mayor Pittman- spoke on his attendance at the SCOR meeting, the Ruddy Creek land acquisition approval, and how Jon Clark of the Butte County Association of Governments has officially retired.

2. Administration Reports

Brian Ring, City Administrator – Spoke on the 2nd meeting had with the YMCA and Feather River Recreation and Park District. It is predicted to cost approximately \$32,500 to repair the pool.

Ron Belser, Code Enforcement Director – Spoke on the Clean Streets Grant

Fred Mayo, Public Work Director – Spoke on how Accularm is now in all museums and able to detect smoke.

CONSENT CALENDAR

Motioned by Council Member Riggs

Seconded by Vice Mayor Smith

AYES: Council Member(s) Johnstone, Riggs, Thomson, Vice Mayor Smith, Mayor Pittman

NOES: Council Member(s) Goodson, Webber

ABSTAIN: None

ABSENT: None

1. Recology Service Rate Increase for the Collection and Disposal of Solid Waste

The Council received an update on the Recology service rate increase for the collection and disposal of solid waste that will become effective January 1, 2024.

2. Approval of Bid Proposal for City Hall Carpet Project

Approved and awarded the proposal for carpet replacement at City Hall to Carpets Galore.

3. Second Reading and Adoption of Safety Assessment Placards Ordinance

Adopted the ordinance; and directed the Assistant City Clerk to publish the ordinance summary in a newspaper of general City circulation within fifteen days.

4. Memorandum of Understanding with California Office of Emergency Services for Supportive Services During and After Disaster Events

Authorized the Mayor to execute an MOU with CalOES to provide supplemental inspection services in the wake of a disaster event.

5. Memorandum of Understanding with the County of Butte for Funding for Mission Esperanza Project

Authorized the City Administrator to sign MOU.

6. Revised 2024 City of Oroville Meeting Schedule

Approved the revised City of Oroville 2024 Meeting Schedule.

REGULAR BUSINESS

7. An Ordinance of the City Council of the City of Oroville Related to the Addition of Chapter 9 Section 6.08.102(A) a Dangerous or Vicious Animal Policy (First Reading)

Waived the first reading and Introduced by title only Ordinance No. 1875 – An Ordinance of the City Council of the City of Oroville Adding a Dangerous or Vicious Animal Policy, Amending Title 6 to Include Chapter 6.08.120(A) to 6.08.129(D), Dangerous or Vicious Animal Policy, for the City Of Oroville; and directed staff to return to Council for Second Reading and to conduct a Public Hearing.

Motioned by Council Member Thomson

Seconded by Vice Mayor Smith

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSTAIN: None

ABSENT: None

8. Authorization to Issue a Request for Proposals to Implement the Oroville Marketing Campaign

Authorized staff to issue a Request for Proposal for business recruitment, tourism, and community pride services for the City of Oroville.

Action made: No motion - Direction given to Staff.

9. Presentation of Airport Update and Request to Modify Contract Between the City of Oroville and JenCo Aviation.

Accepted the update for information and approved the changes to the contract between JenCo Aviation and the City of Oroville to include all utilities at FBO, the stipend for the fuel truck, and costs associated with maintenance of the portion of the truck that dispenses fuel to jet aircraft.

Motioned by Vice Mayor Smith

Seconded by Council member Goodson

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSTAIN: None

ABSENT: None

PUBLIC HEARINGS

10. Public Hearing – 5:30PM – Continued from December 5, 2023 Feather River Recreation and Park District Nexus Fee Study and Proposed Fee Increases

The Council continued the Public Hearing until March 19, 2024.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

No additional public comment received.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items

Council Member Webber - Requested staff look into the YMCA Pool and what it would take to get it operational and running.

Council member Goodson – Requested staff look into Council compensation and the Oroville City Council compares to neighboring Cities.

2. Correspondence

i. Oroville Police Department November 2023 Report

ADJOURN THE MEETING

The meeting was adjourned at 7:26PM.

ATTESTED:

APPROVED:

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor



Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

**February 06, 2024
MEETING MINUTES**

This agenda was posted on February 2, 2024. This meeting was recorded and may be viewed at Cityoforoville.org or on YouTube.

CALL TO ORDER / ROLL CALL

MAYOR PITTMAN OPENED THE MEETING AT 4PM:

PRESENT: Council Members Tracy Johnstone, Krysi Riggs, Scott Thomson, Janet Goodson, Vice Mayor Eric Smith, Mayor David Pittman

ABSENT: Council Member Webber

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council will meet with the Personnel Officer and City Attorney to consider the annual evaluation of performance related to the following positions: All Department Heads
2. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the City Administrator and City Attorney regarding potential exposure to litigation – One case.
3. Pursuant to Government Code Section 54957.6, the Council will meet with the Personnel Officer and City Attorney to discuss labor negotiations related to the following bargaining units: All Represented Units.

OPEN SESSION

1. Announcement from Closed Session = No Reportable Action Taken, per Counsel.
2. Pledge of Allegiance = Council Member Johnstone led the Pledge of Allegiance.
3. Adoption of Agenda = Motioned: Council Member Goodson Seconded by: Vice Mayor Smith

AYES: Council Members Johnstone, Riggs, Thomson, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: Council Member Webber

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

This is the time to address the Council about any item not listed on the agenda. If you wish to address the Council on an item listed on the agenda, please follow the directions listed above.

BLUECARD SPEAKER 1: SEAN REESE

BLUECARD SPEAKER 2: BILL SPEER

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

Pittman: Spoke on the Docent Dinner, Year of the Dragon Celebration, and the Oroville Rotary Roundup.

Goodson: Spoke on the United Way Equity Event she attended.

2. Administration Reports

Bill LaGrone, Chief of Police: Provided A Lexipol Update Coming March For Adoption, Charter Update to Come The 1st Meeting In March.

Kayla Reaster, Assistant City Clerk: Provided the Council with an update on NextRequest, the City's new PRA Software.

Patrick Piatt, Community Development Director: Provided an update on the progress of Civic 101 and when the application process can be expected to begin.

Fred Mayo, Public Works Director: Provided a storm update.

CONSENT CALENDAR

Motioned: Council Member Riggs Seconded By: Council Member Goodson

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: Council Member Webber

1. Extension and Addition to the Exclusive Negotiating Agreement (ENA) with Veterans Housing Development Corporation (VHDC)

Council Adopted Resolution No. 9228 – A Resolution Of The City Council Of The City Of Oroville, California Authorizing And Directing The Mayor To Extend The Exclusive Negotiating Agreement Between The City Of Oroville And Veterans Housing Development Corporation Until February 28, 2027.

2. Exempt Surplus Land

The City Council Adopted Resolution No. 9225 - A Resolution Declaring The Property Located At Oro Dam Lot At Orange/Highlands (APN 033-232-001) As Exempt Surplus Land And Making Associated Findings; Adopted Resolution No. 9224 - A Resolution Declaring The Property Located At Oro Dam Lot At Orange (APN 033-232-021) As Exempt Surplus Land And Making Associated Findings; Adopted Resolution No. 9222 - A Resolution Declaring The Property Located At 3555 Argonaut Avenue (APN 033-462-032) As Exempt Surplus Land And Making Associated Findings; Adopted Resolution No. 9223 - A Resolution Declaring The Property Located At 3265 Glen Avenue (APN 068-300-095) As Exempt Surplus Land And Making Associated Findings; Adopted Resolution No. 9221- A Resolution Declaring The Property Located At 1130 Pomona Avenue (APN 012-135-140) As Exempt Surplus Land And Making Associated Findings; Adopted Resolution No. 9226 - A Resolution Declaring The Property Located At 1550 And 1560 Veatch Street (APN 012-133-009) As Exempt Surplus Land And Making Associated Findings; And Adopted Resolution No. 9227 - A Resolution Declaring The Property Located 1218 Bird Street (APN 012-076-007) As Exempt Surplus Land And Making Associated Findings.

3. Contract with Chavan & Associates, LLP. for Professional Auditing Services

The Council Approved Agreement 3493 And Authorize The Finance Director To Sign The Engagement Letter With Chavan & Associates For Professional Auditing Services.

4. Authorization to Purchase Two Tool Sets for the Mechanic Shop

The City Council Authorized The Director Of Public Works To Purchase Two Mechanic Tool Kits.

REGULAR BUSINESS

5. Award of Contract to Lamon Construction, Inc. for the State Route 162 ATP Pedestrian Mobility And Safety Improvement Project

The Council Directed The City Administrator To Award The Construction Contract To Lamon Construction Inc. For Construction On The SR-162 Pedestrian Safety And Mobility Project.

Fred Mayo, Public Works Director presented this item.

Motioned By: Council Member Riggs

Seconded: Vice Mayor Smith

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: Council Member Webber

6. CalFire Contract Amendment to Include Fire Equipment Service and Repairs

City Council Approved The Contract Amendment With CalFire To Include Fire Equipment Services And Repairs.

FRED MAYO PRESENTED:

Fred Mayo, Public Works Director presented this item.

Motioned By: Council Member Goodson

Seconded: Council Member Riggs

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: Council Member Webber

7. Purchase of 655 Cal Oak and Associated Budget Adjustments

The CITY COUNCIL APPROVED THE PURCHASE OF 655 CAL OAK WITH THE FOLLOWING FUNDING:

- \$1,066,284.45 - REDEVELOPMENT AGENCY BOND PROCEEDS
- \$688,724.25 – SEWER ENTERPRISE FUNDS (25%)
- \$999,888.30 – LOCAL FISCAL RECOVERY FUNDS; AND

APPROVED THE FOLLOWING EXPENDITURES:

- \$250,000 - MECHANIC SHOP INFILL WORK
- \$200,000 - ADMINISTRATIVE BUILDING INFILL WORK
- \$500,000 - PERIMETER FENCING
- \$400,000 - EMERGENCY GENERATOR
- \$250,000 - DECOMMISSION EXISTING SITE AND GRADING
- \$400,000 – ADDRESSING FUEL ISLAND SITUATION (MOVE CURRENT TANK, PURCHASE NEW TANK OR MOVE TO CARDLOCK FACILITY)
- \$16,000 - SHELVING, MATERIAL RACKS AND AIR COMPRESSOR

BY UTILIZING THE FOLLOWING FUNDS:

- \$504,000 – SEWER ENTERPRISE FUND (25%)
- \$1,512,000 – LOCAL FISCAL RECOVERY FUND

Fred Mayo, Public Works Director presented this item.

Motioned By: Council Member Goodson

Seconded: Council Member Johnstone

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: Council Member Webber

8. Establish the Mission Esperanza Project as a Project with Great Community Benefit and Consider the Development Impact and Art in Public Spaces Fees

The City Council Deferred The Development Impact And Art In Public Spaces Fees; And Deferred The Frontage Improvements Until Change Ownership; And Acknowledged The Mission Esperanza Project As A Project With Substantial Community Benefit And Adopt A Resolution Waiving Development And Art In Public Spaces Fees, As Well As Frontage Improvement Costs Associated With The Project.

Suzi Kochems, Consultant and Amy Bergstrand, Business/Housing Assistance Director presented this item.

Fred Mayo, Public Works Director presented this item.

Motioned By: Council Member Goodson

Seconded: Council Member Johnstone

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: Council Member Webber

9. Amendment to the Lease Agreement Between the City of Oroville and the YMCA of Superior California for Operations at the Convention Center

The Council Adopted Resolution No. 9216 To Amend The Lease Agreement With The YMCA Of Superior California (YMCA) For The Operation Of The Convention Center And Directed The Mayor To Execute The Attached Amendment To Agreement 3317.

Patrick Piatt, Community Development Director presented this item.

Motioned by: Council Member Goodson Seconded by: Vice Mayor Smith

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: Council Member Webber

10. Opportunity to Compete for Funding of a Microgrid Designed to Provide Energy Resiliency During Disaster Events

Patrick Piatt, Community Development Director, and Curt Dowdy of OurEnergy presented this item.

Accepted for information.

PUBLIC HEARINGS

11. 5:00PM - Agreement for City's Participation in the SCIP and BOLD Programs

The Council Directed The City Administrator To Enter a JPA Agreement With The CSCA And The CMFA Agencies.

Patrick Piatt, Community Development Director presented this item.

Motioned by: Council Member Riggs Seconded by: Vice Mayor Smith

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: Council Member Webber

12. 5:15PM - Modifications to the Community Development Block Grant (CDBG) Owner-Occupied Rehabilitation Loan Program Guidelines

The Council Adopted Resolution No. 9217 - A Resolution Of The Oroville City Council Authorizing Modifications To The Community Development Block Grant Home Rehabilitation Program Guidelines.

Kaitlyn Lorson, Program Analyst 1 presented this item.

Motioned by: Council Member Riggs Seconded by: Council Member Goodson

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: Council Member Webber

13. 5:15PM - First Reading of an Amendment of Oroville Municipal Code Section 17.16.150 – Mobile Food Vending

The City Council Adopted A Categorical Exemption For Amendments To Municipal Code Section 17.156.150; and Adopted Resolution 9215

Lark McNeill, Consultant and Wes Ervin, Principal Planner presented this item.

Motioned by: Vice Mayor Smith Seconded by: Council Member Goodson

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: Council Member Webber

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

This is the time to address the Council about any item not listed on the agenda. If you wish to address the Council on an item listed on the agenda, please follow the directions listed above.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items

Mayor Pittman: AT&T Proposal To CPUC To Remove Coverage From The Area- An Issue For Rural Population. (Letter To Be Sent)

2. Correspondence - None

ADJOURN THE MEETING

The meeting was adjourned at 7:56PM.

ATTESTED:

APPROVED:

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: FRED MAYO, DIRECTOR OF PUBLIC WORKS

**RE: AGREEMENT WITH BARTLE WELLS ASSOCIATES AND FEE STUDY
UPDATE**

DATE: APRIL 2, 2024

SUMMARY

The City Council may consider authorizing the execution of an agreement with Bartle Wells and Associates Wastewater Rate Study for the City of Oroville.

DISCUSSION

Due to time constraints associated with implementing a new regional sewer Equivalent Dwelling Unit (EDU) formula, along with updated sewer fees, staff entered into an agreement with Bartle Wells and Associates ("BW&A"). BW&A is a well-established firm that also contracted with Sewage Commission Oroville Region (SCOR), Thermalito Water and Sanitary District (TWSD), and Lower Oroville Public Utility District (LOPUD) to conduct their comprehensive wastewater fee study and develop recommendations for wastewater rates. Studies should be conducted every five years, and the City's last rate study was conducted in 2013. The fiscal impact of this agreement is not to exceed \$27,000.

In addition to the contract with BW&A, staff will be seeking direction on the preliminary fee study analysis.

FISCAL IMPACT

Not-to-exceed \$27,000 dollars- Sewer Enterprise Fund

RECOMMENDATION

Authorize the Director of Public Works to execute an agreement with Bartle Wells and Associates for the Wastewater Rate Study in Oroville;

Provide input on the preliminary wastewater fee study analysis; and

Authorization to mail out proposition 218 notices.

ATTACHMENTS

1. Quote for Wastewater Rate Study;
2. Wastewater rate study tables;
3. Wastewater rate study presentation; and
4. Draft Proposition 218 Notification.

Proposal to the City of Oroville for a Wastewater Rate Study



February 12, 2024



BARTLE WELLS ASSOCIATES
INDEPENDENT PUBLIC FINANCE ADVISORS



BARTLE WELLS ASSOCIATES
INDEPENDENT PUBLIC FINANCE ADVISORS

2625 Alcatraz Ave, Item 8.
Berkeley, CA 94708
Tel 510 653 3399
www.bartlewells.com

February 12, 2024

Fred Mayo, Director of Public Works
Public Works Department
1735 Montgomery Street
Oroville, CA 95965

Re: Proposal - 2024 Wastewater Rate Study

Bartle Wells Associates is pleased to submit this proposal to assist the City of Oroville in conducting a wastewater rate study. We specialize in providing independent financial advisory and utility rate consulting services to California public agencies. We have extensive experience developing long-term financial plans and water and wastewater rate studies and have served over 600 cities and special districts throughout California.

Bartle Wells Associates has worked with many regional agencies and is very familiar with the issues that California water and wastewater agencies are facing including the drought, changes in regulations, and aging infrastructure. We have worked with clients across California to develop strategic financial plans that address the ever-increasing cost of operations and long-term capital improvements. Our recent clients include the Sewerage Commission – Oroville Region and Thermalito Water and Sewer District. Our rate studies throughout California are based on a comprehensive analysis of each agency's customer base, consumption patterns, costs and demands to ensure rate structure recommendations reflect local needs and objectives.

Our overall goal for this project would be to work closely with the City to evaluate financial and rate alternatives and their impacts, gain ongoing input, and build consensus for final recommendations.

We are very interested in working with the City on this project. We propose to assign Michael DeGroot to work on this project. Michael will serve as principal in charge and project manager. Please contact us if you have any questions or would like any additional information.

Sincerely,

BARTLE WELLS ASSOCIATES

Michael DeGroot
Vice President

Table of Contents

TABLE OF CONTENTS	1
SECTION 1: FIRM OVERVIEW	1
SECTION 2: PROJECT TEAM QUALIFICATIONS	3
SECTION 3: REFERENCES	5
SECTION 4: SCOPE OF WORK	6
SPECIFIC PROJECT APPROACH	6
PROPOSED SCOPE OF SERVICES	6
TASK A. PROJECT INITIATION & DATA COLLECTION	7
TASK B. WASTEWATER FINANCIAL PLAN	8
TASK C. WASTEWATER RATE STUDIES	10
TASK D. RATE IMPLEMENTATION (MEETINGS/PRESENTATIONS, REPORTS, PROP 218 COMPLIANCE).....	11
SECTION 5: PROPOSED BUDGET	13
SECTION 6: PROPOSED SCHEDULE	14
AVAILABILITY & FEES	15

Section 1: Firm Overview

Bartle Wells Associates (BWA) is an independent public finance advisory firm with expertise in the areas of utility rates and project financing. BWA was established in 1964 and has over 58 years of experience advising public agencies on the complexities and challenges in public finance. We have advised over 600 agencies throughout California and the western United States. We have a diversity of abilities and experience to evaluate all types of financial issues faced by local governments and to recommend the best and most-practical solutions.

Bartle Wells Associates has a highly qualified professional team. Our educational backgrounds include finance, civil engineering, business, public administration, public policy, and economics.

BWA specializes in three professional services: utility rate and fee studies, strategic financial plans, and project financing. We are the only independent financial advisor providing *all three* of these interrelated services to public agencies.



RATE & FEE STUDIES Our rate studies employ a cost-of-service approach and are designed to maintain the long-term financial health of a utility enterprise while being fair to all customers. We develop practical recommendations that are easy to implement and often phase in rate adjustments over time to minimize the impact on ratepayers. We also have extensive experience developing impact fees that equitably recover the costs of infrastructure required to serve new development.

BWA has completed over 1,000 utility rate and fee studies. We have helped California communities implement a wide range of rate and fee structures and are knowledgeable about the legal requirements governing rates and impact fees including Proposition 218, Proposition 26, and Government Code 66000. We develop clear, effective presentations and have represented public agencies at hundreds of public hearings to build consensus for our recommendations.

BWA Key Services

- *Financial Plans*
- *Rate & Fee Studies*
- *Project Financing*

FINANCIAL PLANS Our financial plans provide agencies with a flexible roadmap for funding long-term operating and capital needs. We evaluate the wide range of financing options available, develop a plan that recommends the best financing approach, and clearly identify the sources of revenue for funding projects and repaying any debt. We also help agencies develop prudent financial policies, such as fund reserve targets, to support sound financial management. BWA has developed over 1,000 financial plans to help public agencies fund their operating and capital programs, meet debt service requirements, and maintain long-term financial health.

PROJECT FINANCING BWA has served as independent financial advisor on over 300 financings. To date, we have helped California agencies obtain over \$5 billion of financing via bonds, bank loans/private placements, lines of credit, low-rate State Revolving Fund Loans, and other funding programs. We work only for public agencies. We are independent financial advisors and do not buy, trade, or resell bonds. BWA is a registered municipal advisory firm with the SEC and MSRB. All of our lead consultants are MSRB Registered Municipal Advisors. Our work is concentrated on providing independent advice that enables our clients to finance their projects on the most favorable terms—lowest interest rates, smallest issue size, and greatest flexibility.



COLLABORATIVE APPROACH BWA has a strong track record of building consensus and public acceptance for rate and finance recommendations. BWA uses a collaborative approach to ensure final recommendations reflect the input and objectives of the agencies we serve. Our general approach is to work closely with our clients to clarify objectives, evaluate alternatives, gain ongoing input, and remain flexible to resolve unanticipated issues. We support our clients every step of the way, from project initiation through final adoption and implementation.

COMMUNITY OUTREACH Rate and fee increases can be controversial. BWA has assisted many agencies with community outreach efforts aimed at fostering understanding and acceptance for final recommendations. BWA has substantial experience working with governing boards and City councils, citizen advisory committees, community groups, and other stakeholders. We have found that gaining community and Board/Council input and buy-in during the process can pave the way for smoother adoption and implementation of rate increases, rate structure modifications, and increased investment for aging infrastructure.



We also help agencies develop and implement effective public outreach strategies and have worked in partnership our client's public relations staff and independent public relations firms. We have a long track record of helping our clients successfully adopt rate increases in challenging political environments.

**Bartle Wells Associates is committed to providing value and the best advice to our clients.
Our strength is quality—the quality of advice, service, and work we do for all our clients.**

Section 2: Project Team Qualifications

Our general project approach is to work closely with staff and other members of the project team, identify objectives, set milestones, have frequent communication, and remain flexible to resolve unanticipated issues.

Bartle Wells Associates has a highly qualified professional team. All members of our team are experienced with sewer and water rate studies, rate modeling, urban sewer demands, familiarity with sewer rates in other communities in California, sewer rate structure and design analysis, capital project and financial planning, community involvement and public outreach, and Proposition 218 noticing requirements.

Michael DeGroot will serve as the main person of contact and will provide project management, rate modeling and financial analysis.

Michael DeGroot, Principal Consultant

Michael DeGroot is a vice president of BWA with 10 years of experience conducting water and wastewater rate and capacity fee studies in California. He specializes in developing long-term financial models and utility rates based on a cost-of-service approach.



Michael will serve as the project manager and will be the primary day-to-day contact person.

MICHAEL J. DEGROOT



Principal Consultant

Michael DeGroot is a Principal Consultant and registered Municipal Advisor with Bartle Wells Associates. He specializes in developing long-term financial plans, water and wastewater rates, and development impact fees for cities and special districts. Mr. DeGroot has ten years of experience working with a wide range of California public agencies. He works closely with City staff, engineers, lawyers, and other consultants to develop financial projections and rate recommendations including equitable rate structures for water and sewer enterprises.

Education

B.S., Business Administration – U.C. Berkeley Walter A. Haas School of Business, Berkeley, CA

Representative Projects

- **Sewerage Commission – Oroville Region:** Sewer rate study.
- **Thermalito Water and Sewer District:** Water and sewer rate study and sewer capacity fees.
- **City of Santa Barbara:** Water rate study and water and sewer capacity fees.
- **Mariposa County:** Water and sewer financial plans for six utilities and funding plan for roads.
- **Casitas Municipal Water District:** Water rate study.
- **City of Patterson:** Water rate study and water, wastewater, and stormwater capacity fee studies.
- **City of Foster City:** Water and sewer rate study and analysis of alternative rate structures.
- **City of Colma:** Sewer rate study and evaluation of fixed and volumetric rate structure alternatives.
- **Fairfield-Suisun Sewer District:** Sewer rate and capacity fee study.
- **West Valley Sanitation District:** Detailed financial plan, including debt funding alternatives for significant expenditure projections related to the \$2 billion wastewater facility upgrade.
- **City of Benicia:** Sewer rate analysis and drought rate alternatives.
- **Stege Sanitary District:** Sewer rate study.
- **Palmdale Water District:** Water rate study.
- **City of Fresno:** Water capacity fees.
- **Crestline Sanitation District:** Sewer rate study.
- **Malaga County Water District:** Water and sewer rate study and capacity fees.
- **Sutter Community Services District:** Water rate study and financial plan.
- **City of Hughson:** Water rate study and SRF loan support.
- **Grizzly Flats CSD:** Water rate study.
- **City of Santa Clarita:** Feasibility study of the City's takeover and operation of its sewer enterprise from LACSD.
- **City of Pacifica:** Sewer rate and capacity fee study.
- **Root Creek Water District:** Benefit Assessment District formation support.
- **City of Placerville:** Water and wastewater rate study.
- **City of Angels Camp:** Water and wastewater rate study.
- **Castro Valley Sanitary District:** Financial plan and financial adviser for revenue bond issue.
- **Oro Loma Sanitary District:** Financial plan and financial adviser for revenue bond issue.

Section 3: References

Sewerage Commission – Oroville Region

The Sewerage Commission – Oroville Region (SC-OR) retained Bartle Wells Associates (“BWA”) to develop a financial plan and cost of service study for SC-OR’s wastewater rates to ensure financial stability over the next five years (FY 2023/24 to FY 2027/28).



SC-OR operates and maintains the Oroville area wastewater treatment plant under the authority of a Joint Powers Agreement between the City of Oroville (City), Lake Oroville Area Public Utility District (LOAPUD) and Thermalito Water and Sewer District (TWSD). The City, LOAPUD and TWSD bill wastewater customers for the cost of operating and maintaining the wastewater treatment plant and the cost of operating and maintaining each entity’s wastewater collection system.

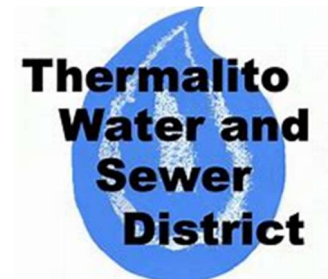
Michael DeGroot served as Project Manager.

Reference:

Glen Sturdevant, Plant Manager
P.O. Box 1350 (mailing address)
2880 South 5th Avenue (plant)
Oroville, CA 95965
(530) 534-0353

Thermalito Water and Sewer District

Thermalito Water and Sewer District (“The District”) retained Bartle Wells Associates (“BWA”) to develop a financial plan and cost of service study for the District’s water and wastewater rates to ensure financial stability over the next five years (FY 2023/24 to FY 2027/28).



The District provides water treatment, distribution services, and wastewater collection to residents within the area of the City of Oroville north and west of the Feather River as well as within the adjacent unincorporated areas of Butte County. The Wastewater Enterprise contracts with the Sewerage Commission – Oroville Region (SCOR) to provide wastewater treatment. Treatment charges are collected by the District and passed on to SCOR.

Michael DeGroot served as Project Manager.

Reference:

Chris Heindell, P.E.
410 Grand Avenue
Oroville, CA 95965
(530) 533-0740

Section 4: Scope of Work

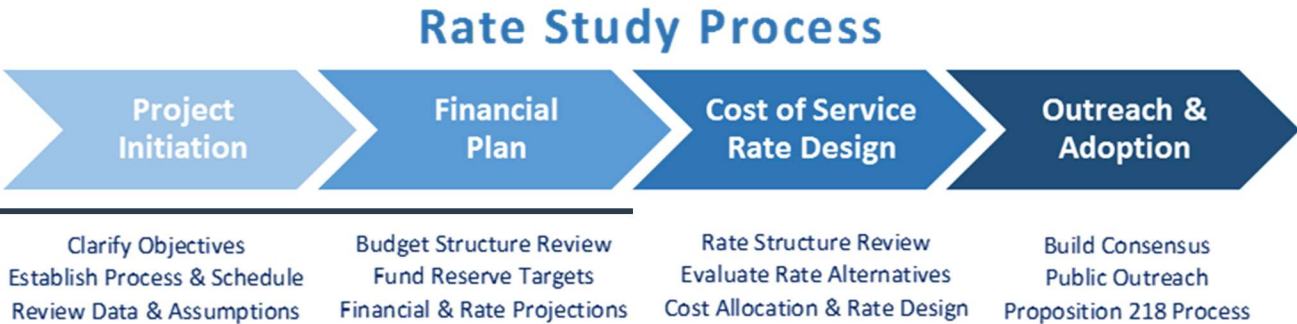
SPECIFIC PROJECT APPROACH

Bartle Wells Associates’ approach to this project is to provide a comprehensive review of the City’s wastewater finances and to develop recommendations for the wastewater rates to fund the utility’s cost of service. BWA uses a collaborative project approach to ensure final recommendations reflect the policy preferences and objectives of the agencies we serve. Our general project approach is to work closely with City staff, the City Council and/or subcommittees, and other stakeholders; identify objectives; set milestones; have frequent communication; and remain flexible to resolve unanticipated issues. We have a long track record of completing projects on time and on schedule and for providing independent, high-quality advice and work products.

BWA’s methodology for each project is based on an inclusive review of each agency’s unique financial situation. We do not have a “one-size-fits-all” rate model. We tailor each study to fit the distinct requisites of each agency to ensure that all recommendations reflect local needs and objectives.

PROPOSED SCOPE OF SERVICES

This section presents a draft work plan and scope of services that we believe forms a sound basis for completing the Wastewater Rate Study. Bartle Wells Associates will work with the project team to finalize a scope of services that meets the study objectives. Our scope of work is based on four interrelated components as shown on the figure below:



TASK A. PROJECT INITIATION & DATA COLLECTION

1. Project Team Orientation

To initiate our work, hold a meeting with City staff and others as appropriate, to accomplish the following:

- Identify members of City staff, Council, engineering consultants, and others who will participate in the project.
- Determine the roles and responsibilities of all project participants.
- Identify other parties that may have a significant interest in the project, such as community groups, business organizations, developers, and large customers.
- Establish project schedule and key milestone dates.
- Confirm the key goals and expectations of the project team.

2. Investigation and Data Collection

Assemble the information necessary to understand the City's sewer systems, finances, customers and usage, rate and fee structures, capital improvement needs and alternatives, and legal agreements. Assistance and cooperation of City staff will be needed to assemble the relevant background information. The objectives of investigation and data collection are to develop a complete understanding of the wastewater enterprise and its finances, and to reach an agreement on basic assumptions to be used in the study as well as key alternatives for evaluation. Investigation will include, but is not limited to, the following areas:

- Current and historical documents including current and projected budgets, financial statements, and other financial studies or internal finance projections
- Capital improvement plans and engineering master plans
- Current and historical rates and fees
- Historical and projected growth and demand
- Long-term infrastructure replacement needs
- Formal and informal financial policies
- Agreements with other agencies and/or organizations.
- Conditions leading up to this project

Task A Deliverables Include:

- Project kickoff meeting
- List of project goals and objectives
- Project schedule and budget
- Project team contact list
- Summary of current and historical rates and finances
- List of key assumptions and alternatives underlying the rate study

TASK B. WASTEWATER FINANCIAL PLAN

1. Develop Forecasts and Projections

Based on evaluation of the data assembled and input provided by the City, prepare forecasts and projections to be used in the development of financial projections for the City's wastewater utility. Review projections and alternatives with City staff for agreements on assumptions, interpretation of data, and completeness of approach. Analysis will include, but is not limited to, the following areas:

- **Long Term Capital Repairs & Replacements:** Identify future capital improvement program costs or alternatives to include in the financial analysis and determine a reasonable amount to include for future, ongoing capital repairs and replacements. BWA often recommends that agencies phase in funding for long-term system rehabilitation.
- **Sewer Demand, Supply, & Cost:** With City input, forecast wastewater demand, future conservation projections, and costs. Identify potential water reduction scenarios for evaluation.
- **Cost Escalation Factors:** Review historical cost trends and work with project team to develop reasonable cost escalation factors for both operating and capital expenditures. Work with City staff to identify any anticipated changes in future staffing, benefits, and/or other operating costs.

2. Evaluate Financing Alternatives for Capital Improvements

If warranted, evaluate options for financing capital improvement projects. Our evaluation will:

- Estimate the amount and timing of any debt, if needed, to finance capital projects.
- Evaluate the alternative borrowing methods available including bonds, COPs, state and federal loan programs, bank loans and lines of credit, and other options.
- Recommend the appropriate type of debt, its term and structure.
- Develop debt service estimates to incorporate in the financial projections.

3. Review Minimum Fund Reserve Targets

Evaluate the adequacy of the City's current utility fund reserves. If needed, establish prudent minimum fund reserve targets based on the City's operating and capital funding projections. Develop an implementation plan for achieving and maintaining the recommended reserve fund levels.

4. Develop 10-Year Financial Projections

Develop cash flow projections showing the financial position of the wastewater enterprise over the next 10 years. The cash flows will project fund balances, revenues, expenses, and debt service coverage, and will incorporate the forecasts developed with staff input. After developing a base-case cash flow scenario, we can develop alternatives for additional evaluation such as capital improvement alternatives, project financing alternatives, the impacts of various levels of wastewater demand, etc. During this phase, BWA will work closely with the project team to evaluate financial and rate projections under alternative scenarios and assumptions.

5. Evaluate Rate Increase Options

Based on the cash flow projections, determine the annual revenue requirements and project the overall level of required wastewater rate increases. Evaluate rate adjustment alternatives, such as gradually phasing in required rate increases over a number of years. If appropriate, evaluate different levels of rate increases and their impacts on the City's ability to fund future operating and capital needs.

6. Develop Financial & Rate Models

Develop user-friendly wastewater financial and rate models designed to be used by City staff to update projections, change assumptions, and evaluate financial scenarios and their impacts on future utility rates. The models will detail key assumptions and can be used to evaluate alternatives and "what if" scenarios. BWA has developed numerous rate and financial models for utility enterprises. We have found that keeping a model as straightforward as possible, without unnecessary complexity, can increase the model's usability and improve effectiveness as an in-house planning tool.

Task B Deliverables Include:

- Summary of long-term capital improvement plan & key alternatives if appropriate
- Evaluation of financing alternatives for capital improvements
- Recommendations for minimum fund reserve targets
- 10-year cash flow projections with supporting tables
- User-friendly wastewater financial and rate models designed to enable staff to update projections and evaluate alternative financial scenarios
- Evaluation of rate increase options
- Meet with the City's project team to present findings, discuss alternatives, gain feedback, and develop preliminary recommendations

TASK C. WASTEWATER RATE STUDIES

1. Identify & Evaluate Rate Structure Modifications & Alternatives

Review the City's current wastewater rate structures and discuss advantages and disadvantages compared to other rate approaches. Discuss pros and cons of different rate structure options and their general impacts on different types of customers. Rate structure options will be refined as the study progresses based on input from the City's project team.

2. Conduct Survey of Regional Wastewater Rates

Review and summarize sewer rates of other regional and/or comparable agencies. Summarize results in easily understandable tables and/or charts. Confer with staff on agencies to include in the survey.

3. Allocate Costs to Billing Parameters

Allocate costs identified in the wastewater financial plans to appropriate fixed and variable rate components. Sewer rates will be based on cost allocations to wastewater flow, BOD, and SS to develop underlying unit charges that will then be applied to the wastewater discharge characteristics of different customer classes. Rates will be designed to be equitable to all customers and comply with the substantive requirements of Proposition 218.

4. Develop Preliminary & Final Rate Recommendations with City Input

Based on evaluation of rate structure alternatives and the financial plan update, develop draft rate alternatives for input. The recommendations may include a multi-year phase in of both overall rate increases and proposed rate structure adjustments in order to help mitigate the annual impact on ratepayers. Review preliminary recommendations and key alternatives with the project team and City Council. Revise recommendations based on input received. Develop a plan for implementing rate increases and rate structure modifications.

Final rate recommendations will be designed to:

- a) fund the wastewater utility's long-term costs of providing service, including operating, capital, and deferred maintenance needs
- b) be fair and equitable to all customers,
- d) provide a prudent balance of revenue stability and conservation incentive,
- e) be easy to understand and administer, and
- f) comply with the substantive requirements of Proposition 218.
- g) adhere to industry standards, including the American Water Works Association, and recent legislation

5. Evaluate Rate Impacts on a Range of City Customers

Calculate the impacts of each rate alternative on a range of City customers (e.g. different customer classes, customers with different levels of water use, etc.). Work with the City's project team to identify customer and usage profiles to use for calculating the rate impacts. Discuss additional rate structure adjustments that may reduce the impact on certain customers if warranted.

Task C Deliverables Include:

- Evaluation of potential rate modifications
- Wastewater rate survey
- Analysis of historical utility billing data
- Cost allocations supporting sewer rate components
- Development of draft rate alternatives for City evaluation and input
- Meet with the City's project team to present findings, discuss alternatives, gain input, and develop preliminary and final rate recommendations

TASK D. RATE IMPLEMENTATION (MEETINGS/PRESENTATIONS, REPORTS, PROP 218 COMPLIANCE)

Our proposal includes project team meetings as needed, two City Council meetings, and the public hearing.

1. Project Team Meetings (as needed)

Meet with the City's project team virtually as needed to gather information and present findings, discuss alternatives and their impacts, gain ongoing input, and develop and hone recommendations.

2. City Council Presentations & Proposition 218 Hearing (2 Council Meetings & 1 rate hearing)

Develop wastewater rate presentation materials for the City Council and public. Participate in an initial Council meeting to present findings, preliminary recommendations, and key alternatives, and to obtain Council and public input. Incorporate input and hone recommendations as warranted to ensure final recommendations reflect Council preferences. Present revised, final recommendations at a subsequent Council Meeting to gain approval to move forward with the Proposition 218 process.

Attend the Proposition 218 Public Hearing Meeting and present a summary of findings and recommendations. Remain available to respond to Council and public comments. BWA has extensive experience presenting financial and rate recommendations to non-technical audiences, dealing with challenging questions, and building acceptance for final recommendations.

3. Prepare Draft & Final Reports

Develop an administrative draft report summarizing key background issues, study objectives, findings, assumptions, draft recommendations and alternatives, impacts on ratepayers, and the rate and fee surveys. The report will include: a) brief descriptions of the wastewater utility system, service areas, and population, b) overview of historical financial operations, c) discussion of the current wastewater utility rates, d) a description of wastewater capital improvement programs, including potential impacts of State and Federal regulatory requirements, e) presentation of 10-year financial projections and key assumptions, f) explanation of cost allocation and derivation of recommended wastewater rates, g) impacts of proposed rates on a range of customer types and usage profiles, and h) results from the wastewater rate and fee surveys.

The report will be written for a non-technical audience and will clearly explain the rationale for recommendations and key alternatives when applicable. Submit a preliminary draft report for City review and feedback. Incorporate input into an administrative draft report for distribution to the City Council. Incorporate any revisions into a final report and provide the City with printed and electronic copies.

4. Proposition 218 Rate Notice

Proposition 218 establishes requirements for adopting or increasing property-related fees and charges. In July 2006, the California Supreme Court ruled that wastewater rates are subject to Prop. 218 (Articles XIIC and XIID of the state constitution). Prop. 218 requires that the City: 1) mail notification of proposed rate increases and the date, time, and place of public hearing to all affected property owners (and potentially ratepayers who are renters that pay wastewater bills), 2) hold a public hearing not less than 45 days after the notices are mailed, and 3) subject the rate increases to majority protest; if more than 50% of property owners submit written protests, the proposed rate increases cannot be adopted. Wastewater rates are exempt from the voting requirements of Prop. 218 provided rates do not exceed the cost of providing service and meet the substantive rate requirements of Proposition 218.

Develop a draft Proposition 218 notice for City review. Incorporate revisions and develop a final notice. BWA recommends the notice go beyond the minimum legal requirements and provide clear and concise explanation of the reasons for any rate adjustments. BWA has helped many agencies adopt rates via the Proposition 218 process. We have found that ratepayers are generally much more accepting of rate increases or rate structure modification when they understand the reasons underlying the adjustments.

5. Public Education and Consensus-Building

Rate and fee adjustments are often controversial. BWA has extensive experience developing clear presentations that facilitate public understanding of the need for rate increases. We understand the importance of building consensus and public acceptance for our recommendations and can assist the City in any outreach and public education efforts.

Task D Deliverables Include:

- Project team meetings as needed to discuss findings, alternatives, recommendations and obtain input
- 3 Council meetings to a) present findings and preliminary recommendations and receive input, b) present revised recommendations for additional input, and c) present a summary at the Prop. 218 Public Hearing
- PowerPoint presentations summarizing key findings, alternatives, and recommendations
- Draft and final reports summarizing background information, key findings, alternatives, and recommendations
- Draft of required Proposition 218 Notice of proposed rate increases

Section 5: Proposed Budget

This section shows a breakdown of projected hours and the estimated budget for each task. The budget can be refined with the project team to meet the City's study objectives.

PROJECT TASK	Estimated Hours	M. DeGroot @ \$270/hr	Total Cost
TASK A. PROJECT INITIATION & DATA COLLECTION	10	10	\$2,700
1. Project Team Orientation			
2. Investigation and Data Collection			
TASK B. WASTEWATER FINANCIAL PLAN	30	30	\$8,100
1. Develop Forecasts and Projections			
2. Evaluate Financing Alternatives for Capital Improvements			
3. Review Minimum Fund Reserve Targets			
4. Develop 10-Year Financial Projections			
5. Evaluate Rate Increase Options			
6. Develop Financial & Rate Models			
TASK C. WASTEWATER RATE STUDY	30	30	\$8,100
1. Identify & Evaluate Rate Structure Modifications & Alternatives			
2. Conduct Survey of Regional Wastewater Rates			
3. Allocate Costs to Billing Parameters			
4. Develop Preliminary & Final Rate Recommendations			
5. Evaluate Rate Impacts on Customers			
TASK D. RATE IMPLEMENTATION	25	25	\$6,750
1. Project Team Meetings			
2. Presentations & Proposition 218 Hearing			
3. Prepare Draft & Final Reports			
4. Proposition 218 Notice			
5. Public Education and Consensus-Building			
TOTAL ESTIMATED HOURS	95	95	\$25,650
ESTIMATED DIRECT EXPENSES			\$500
TOTAL PROJECT COSTS			\$26,150

Section 6: Proposed Schedule

This section presents a preliminary draft schedule for completing the project with an estimated project start date of February 2024, and the proposed rates effective July 1, 2024. BWA will work with the project team to develop key milestones and a final schedule.

PROJECT TASK	FEB	MAR	APR	MAY	JUN
Project Initiation & Data Collection	█				
Wastewater Financial Plans		█	█		
Wastewater Rate Study		█			
Draft & Final Reports/Model		█	█		
Project Team Meetings (TBD)		█			
Council Meetings			█	█	
Prop. 218 Process & Hearing (TBD)				█	█

Note: Individual project milestones will be established based on consultation with the project team.

Availability & Fees

1. Bartle Wells Associates is prepared to begin work upon the City's authorization to proceed.
2. During the project development period, we will be available at all reasonable times and on reasonable notice for meetings and for consultation with City staff, attorneys, consulting engineers, and others as necessary.
3. Bartle Wells Associates will perform all work related to the assignment. Michael DeGroot, Principal Consultant and Vice President will be assigned as project leader on this assignment.
4. The fees for services outlined in this proposal will not exceed \$25,650 plus direct expenses estimated not to exceed \$500. The fee is based on the following assumptions:
 - The project will be completed by June 30, 2024, or at another mutually agreeable date preferred by the City. BWA will work to meet all City scheduling requirements and deadlines.
 - All necessary information will be provided by the City and/or its other consultants in a timely manner.
 - BWA will develop one preliminary draft, one administrative draft, and one final version of both the calculation tables and the report. Time and expenses involved in revising tables and assumptions and additional report revisions may constitute additional services if not achievable within the budget.
 - The fee is based on project team meetings as needed, a total of 3 virtual City Council / Committee meetings.
5. Progress payments and direct expenses are payable monthly on a time and materials basis as the work proceeds as provided in our Billing Rate Schedule 2024, which will remain in effect for the duration of this project.
6. In addition to the services provided under this proposal, the City may authorize Bartle Wells Associates to perform additional services for which the City will compensate us based on consultants' hourly rates at the time the work is performed, plus direct expenses.
7. Bartle Wells Associates will maintain in force, during the full term of the assignment, insurance as provided in the Certificate of Insurance attached.
8. Bartle Wells Associates is an independent public finance advisory firm that is registered as a Municipal Advisor with the Securities and Exchange Commission (SEC Registration No. 867-00740) and the Municipal Securities Rulemaking Board (MSRB ID K0414).
9. If the project is terminated for any reason, Bartle Wells Associates is to be reimbursed for professional services and direct expenses incurred up to the time notification of such termination is received.



BARTLE WELLS ASSOCIATES
BILLING RATE SCHEDULE 2024
Rates Effective 1/1/2024

Professional Services

Financial Analyst I	\$120 per hour
Financial Analyst II	\$140 per hour
Associate Consultant	\$160 per hour
Consultant	\$180 per hour
Senior Consultant	\$210 per hour
Project Manager	\$240 per hour
Principal Consultant	\$270 per hour

The hourly rates for professional services include all overhead and indirect expenses. Bartle Wells Associates does not charge for administrative support services. Expert witness, legal testimony, or other special limited assignments will be billed at one and one-half times the consultant’s hourly rate.

The above rates will remain in effect through December 31, 2024, at which point they will be subject to adjustment.

Direct Expenses

Subconsultants will be billed at cost plus ten percent. Other reimbursable direct expenses incurred on behalf of the agency will be billed at cost plus ten percent. These reimbursable costs include, but are not limited to:

- Travel, meals, lodging
- Printing and photocopying
- Special statistical analysis
- Outside computer services
- Bond ratings
- Automobile mileage
- Messenger services and mailing costs
- Graphic design and photography
- Special legal services
- Legal advertisements

Insurance

Bartle Wells Associates maintains insurance in the amounts and coverage as provided in the attached schedule of insurance. Additional or special insurance, licensing, or permit requirements beyond what is shown on the schedule of insurance are billed in addition to the contract amount.

Payment

Fees are typically billed monthly or bi-monthly for the preceding work period and are due and payable within 30 days of the date of the invoice. A late charge of 1.0 percent per month may be applied to balances unpaid after 60 days.

SCHEDULE OF INSURANCE

Insured: BARTLE WELLS ASSOCIATES

Bartle Wells Associates will maintain in force, during the full term of the assignment, insurance in the amounts and coverage as provided in this schedule. If additional insurance is required, and the insurer increases the premium as a result, then the amount of the increase will be added to the contract price.

TYPE OF INSURANCE	COMPANY POLICY NUMBER	COVERAGES AND LIMITS	EXP. DATE
Commercial General Liability	Hartford Insurance Company Policy #35-SBA PA6857	<ul style="list-style-type: none"> ▪ \$2,000,000 General Aggregate ▪ \$2,000,000 Products Comp/Op Aggregate ▪ \$2,000,000 Personal & Advertising Injury ▪ \$1,000,000 Each Occurrence 	6/1/24
Excess/Umbrella Liability	Hartford Insurance Company Policy #35-SBA PA6857	<ul style="list-style-type: none"> ▪ \$1,000,000 Aggregate ▪ \$1,000,000 Each Occurrence 	6/1/24
Automobile Liability	Hartford Insurance Company Policy #35-UEC VU2842	<ul style="list-style-type: none"> ▪ \$1,000,000 Combined Single Limit 	6/1/24
Workers Compensation & Employers' Liability	Hartford Underwriters Insurance Company Policy #35-WEC FG7858	<p>Workers' Compensation: Statutory Limits for the State of California. Employers' Liability:</p> <ul style="list-style-type: none"> ▪ Bodily Injury by Accident - \$1,000,000 each accident ▪ Bodily Injury by Disease - \$1,000,000 each employee ▪ Bodily Injury by Disease - \$1,000,000 policy limit 	6/1/24
Professional Liability	Axis Surplus Lines Insurance Company Policy #ENN603224	<p>Solely in the performance of services as municipal financing consultants for others for a fee.</p> <p>Limit: \$2,000,000 Per Occurrence & Aggregate (including defense costs, charges, and expenses)</p>	6/1/24

City of Oroville

Wastewater Rate Study



Tables
March 28, 2024



BARTLE WELLS ASSOCIATES
Independent Public Finance Advisors

Table 1
City of Oroville
Current Monthly Wastewater Rates

All Users	\$/Equivalent Dwelling Unit/Month
City of Oroville	\$23.56
Sewerage-Commission, Oroville Region	<u>\$23.85</u>
Total Monthly Charge, per EDU	\$47.41

Table 2
City of Oroville
Operating Expenses

Inflation Factors	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34
Inflation Factor			5%	5%	5%	5%	5%	5%	5%	5%	5%	5%

Operating Expenses	Projected							Extended Projection				
	Budget 2022/23	Budget 2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34
Salaries & Benefits	\$650,959	\$716,055	\$751,858	\$789,451	\$828,923	\$870,369	\$913,888	\$959,582	\$1,007,561	\$1,057,939	\$1,110,836	\$1,166,378
Estimated SC-OR Charges	2,257,600	2,704,876	2,777,460	2,915,823	3,062,124	3,215,230	3,376,275	3,376,275	3,376,275	3,376,275	3,376,275	3,376,275
Estimated Services & Supplies	1,482,872	1,208,074	1,331,138	1,398,179	1,467,551	1,540,900	1,617,632	1,867,296	2,129,443	2,404,698	2,693,715	2,997,183
Transfers Out	<u>255,762</u>	<u>255,761</u>	<u>268,549</u>	<u>281,977</u>	<u>296,075</u>	<u>310,879</u>	<u>326,423</u>	<u>342,744</u>	<u>359,881</u>	<u>377,875</u>	<u>396,769</u>	<u>416,608</u>
Total Operating Expenses	\$4,647,193	\$4,884,766	\$5,129,004	\$5,385,429	\$5,654,673	\$5,937,379	\$6,234,218	\$6,545,897	\$6,873,161	\$7,216,788	\$7,577,596	\$7,956,444

Table 3
City of Oroville
Capital Improvement Plan

Description	2024/25	2025/26	2026/27	2027/28	2028/29
Bypass Pumping	\$1,000,000				
Ruddy Creek Lift Station	\$2,500,000				
Corp Yard Infrastructure	\$1,200,000				
Orangewood Pump Station		2,500,000			
Olive Glen Lift Station			3,000,000		
South Seven Lift Station				1,500,000	
Sewer Lines					1,000,000
Total CIP	\$4,700,000	\$2,500,000	\$3,000,000	\$1,500,000	\$1,000,000

Description	2024/25	2025/26	2026/27	2027/28	2028/29
Bypass Pumping	\$1,000,000				
Ruddy Creek Lift Station	\$2,500,000				
Corp Yard Infrastructure	\$1,200,000				
Orangewood Pump Station		\$2,625,000			
Olive Glen Lift Station			\$3,307,500		
South Seven Lift Station				\$1,736,438	
Sewer Lines					\$1,215,506
Total CIP (Inflated)	\$4,700,000	\$2,625,000	\$3,307,500	\$1,736,438	\$1,215,506
				5 Year Total:	\$13,584,444

Table 4
City of Oroville
Revenue Estimate FY 2023/24

Category	Count	Revenue (City)	Revenue (SC-OR)
<u>Residential</u>			
Single Family Residential	2,642	\$746,946	\$756,140
Unit of Multi-family Residential	675	190,836	193,185
Apartment Unit	1,570	443,870	449,334
Mobile Home Parks	270	76,334	77,274
<u>City - Special</u>			
Outside S/S-Residential	118	33,361	33,772
Outside S/S-Multi-family Unit	-	-	-
Outside S/S-Light Non-residential	21	5,937	6,010
Outside S/S-Government Agency	-	-	-
<u>Light Non-Residential</u>			
Hotels and Motels	313	88,491	89,581
Offices and Retail Establishment	913	258,123	261,301
Churches and Schools	249	70,397	71,264
Not Elsewhere Coded	136	38,450	38,923
Convenience Food Stores	17	4,806	4,865
New, Unknown Category	31	8,764	8,872
Industrial-Domestic Waste	128	36,188	36,634
Rest Homes	132	37,319	37,778
Gov't. Offices and Installations	568	160,585	162,562
<u>Medium Non-Residential (wtd. x 3)</u>			
Service Stations,Auto Dealers,W	234	66,156	66,971
Grocery Stores	180	50,890	51,516
Food Preparation	666	188,292	190,609
Laundries	36	10,178	10,303
Hospitals and Funeral Homes	351	99,235	100,456
Self-service Laundromats	42	11,874	12,020
Car Washes	84	23,748	24,041
Machine and Metal Fabrication	3	848	859
City O/S/S-Medium Non-residential	-	-	-
<u>Heavy Non-Residential (wtd .x5)</u>			
Commercial Photographers	5	1,414	1,431
X-ray Laboratories	15	4,241	4,293
Light Manufacturing	25	7,068	7,155
Medical Laboratories	15	4,241	4,293
City O/S/S-Heavy Non-residential	-	-	-
Industrial	12	3,393	3,434
TOTALS	9,451	\$2,671,987	\$2,704,876

Table 5
City of Oroville
Cash Flow Projection

	Budgeted	Projected					Extended Projection				
	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34
Beginning Fund Balance		\$13,600,000	\$9,493,252	\$7,644,106	\$5,320,879	\$4,766,036	\$4,953,133	\$4,497,165	\$4,189,542	\$4,009,476	\$3,982,572
% Rate Revenue Increase		7.00%	7.00%	7.00%	7.00%	7.00%	9.00%	9.00%	8.00%	8.00%	8.00%
Growth - %		3.00%	3.00%	3.00%	2.00%	2.00%	1.50%	1.00%	1.00%	1.00%	1.00%
REVENUES											
Operating Revenue											
City Service Charge	2,671,987	2,944,797	3,245,460	3,576,822	3,903,743	4,260,545	4,713,654	5,189,262	5,660,447	6,174,416	6,735,053
SC-OR Service Charge	<u>2,704,876</u>	<u>2,777,460</u>	<u>2,915,823</u>	<u>3,062,124</u>	<u>3,215,230</u>	<u>3,376,275</u>	<u>3,376,275</u>	<u>3,376,275</u>	<u>3,376,275</u>	<u>3,376,275</u>	<u>3,376,275</u>
Total Operating Revenues	5,376,863	5,722,256	6,161,283	6,638,946	7,118,974	7,636,821	8,089,930	8,565,537	9,036,722	9,550,691	10,111,328
Total Revenues	5,376,863	5,722,256	6,161,283	6,638,946	7,118,974	7,636,821	8,089,930	8,565,537	9,036,722	9,550,691	10,111,328
EXPENSES											
Operating Expenses											
Salaries & Benefits	716,055	751,858	789,451	828,923	870,369	913,888	959,582	1,007,561	1,057,939	1,110,836	1,166,378
Estimated SC-OR Charges	2,704,876	2,777,460	2,915,823	3,062,124	3,215,230	3,376,275	3,376,275	3,376,275	3,376,275	3,376,275	3,376,275
Estimated Services & Supplies	1,208,074	1,331,138	1,398,179	1,467,551	1,540,900	1,617,632	1,867,296	2,129,443	2,404,698	2,693,715	2,997,183
<u>Transfers Out</u>	<u>255,761</u>	<u>268,549</u>	<u>281,977</u>	<u>296,075</u>	<u>310,879</u>	<u>326,423</u>	<u>342,744</u>	<u>359,881</u>	<u>377,875</u>	<u>396,769</u>	<u>416,608</u>
Total Operating Expenses	4,884,766	5,129,004	5,385,429	5,654,673	5,937,379	6,234,218	6,545,897	6,873,161	7,216,788	7,577,596	7,956,444
Net Revenues	492,097	593,252	775,854	984,273	1,181,595	1,402,603	1,544,032	1,692,376	1,819,935	1,973,095	2,154,884
Non-Operating Expenses											
<u>CIP</u>	<u>375,000</u>	<u>4,700,000</u>	<u>2,625,000</u>	<u>3,307,500</u>	<u>1,736,438</u>	<u>1,215,506</u>	<u>2,000,000</u>	<u>2,000,000</u>	<u>2,000,000</u>	<u>2,000,000</u>	<u>2,000,000</u>
Total Non-Operating Expenses	375,000	4,700,000	2,625,000	3,307,500	1,736,438	1,215,506	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Net Income	117,097	(4,106,748)	(1,849,146)	(2,323,227)	(554,843)	187,097	(455,968)	(307,624)	(180,065)	(26,905)	154,884
Ending Fund Balance	\$13,600,000	\$9,493,252	\$7,644,106	\$5,320,879	\$4,766,036	\$4,953,133	\$4,497,165	\$4,189,542	\$4,009,476	\$3,982,572	\$4,137,455
Fund Reserve Target: 50% of O&M	2,442,383	2,564,502	2,692,714	2,827,337	2,968,689	3,117,109	3,272,949	3,436,580	3,608,394	3,788,798	3,978,222
Target Met	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Table 6
City of Oroville
Proposed Rate Calculation based on Equivalent Dwelling Units FY 2023/24

Category	EDUs	Proposed Factor	Proposed EDUs
<u>Residential</u>			
Single Family Residential	2,760	1.00	2,760
Multi-Family	2,245	0.88	1,976
Mobile Home Parks	270	0.85	230
All Other	<u>4,176</u>	<u>1.00</u>	<u>4,176</u>
Total	9,451		9,141
Fixed City Cost	\$2,671,987		
Fixed Charge per EDU	\$24.36		

Table 7
City of Oroville
Proposed Rates

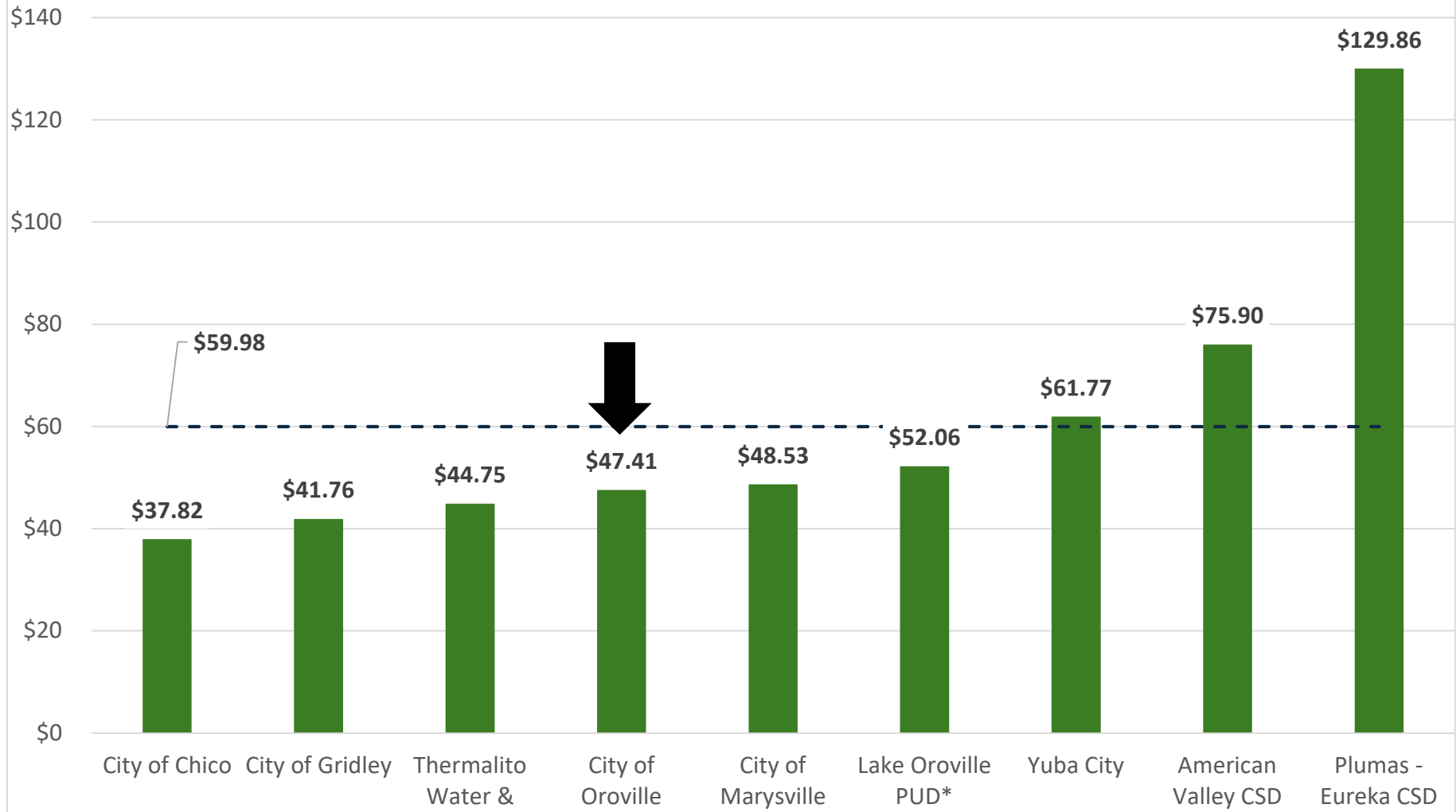
	<u>Current</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>	<u>2027/28</u>	<u>2028/29</u>
Monthly Wastewater Rates						
Fixed Charge (\$/EDU)	\$23.56	\$26.06	\$27.88	\$29.83	\$31.92	\$34.15
<u>SC-OR Charge</u>	<u>\$23.85</u>	<u>\$24.49</u>	<u>\$25.71</u>	<u>\$27.00</u>	<u>\$28.35</u>	<u>\$29.77</u>
Total Monthly Charge	\$47.41	\$50.55	\$53.59	\$56.83	\$60.27	\$63.92

Table 8
City of Oroville
Monthly Bill Impacts - Single Family Home

<u>Charge Category</u>	<u>Current</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>	<u>2027/28</u>	<u>2028/29</u>
Wastewater Collection	\$23.56	\$26.06	\$27.88	\$29.83	\$31.92	\$34.15
Wastewater Treatment	<u>\$23.85</u>	<u>\$24.49</u>	<u>\$25.71</u>	<u>\$27.00</u>	<u>\$28.35</u>	<u>\$29.77</u>
Total	\$47.41	\$50.55	\$53.59	\$56.83	\$60.27	\$63.92

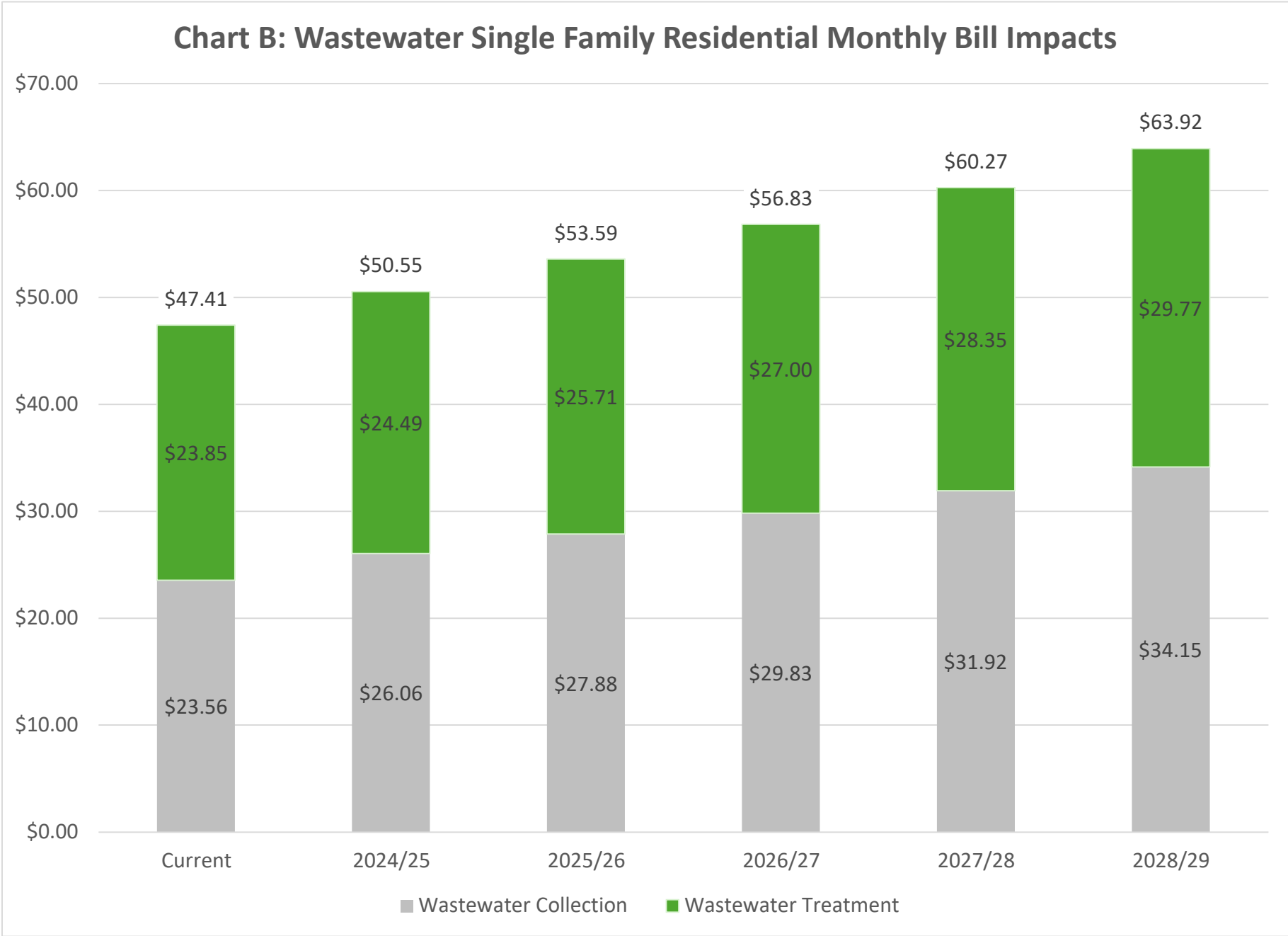
<u>Monthly Bill Impact</u>						
Wastewater Collection		\$2.50	\$1.82	\$1.95	\$2.09	\$2.23
Wastewater Treatment		<u>\$0.64</u>	<u>\$1.22</u>	<u>\$1.29</u>	<u>\$1.35</u>	<u>\$1.42</u>
		\$3.14	\$3.04	\$3.24	\$3.44	\$3.65

Chart A: Monthly Single Family Residential Sewer Bills Conducted March 2024



*Regular gravity customer
**Adopted rate increases up to \$56.41 by July 1, 2027.

■ Total Charge - - - Average Charge





City of Oroville

Council Meeting *Wastewater Rate Study*

April 2, 2024



Presentation Overview



Legal Requirements (Proposition 218)

Item 8.



Wastewater Enterprise Background



Wastewater Rate Survey and Bill Impacts

180

Legal Requirements (Proposition 218)

Procedural		Substantive		
Must mail a notice of the proposed rate increases to all affected property owners	Must hold a public hearing prior to adopting the proposed rate increases not less than 45 days after the required notices are mailed.	The amount of the fee or charge levied on any customer shall not exceed the proportional cost of service attributable to that customer.	Revenues derived from the fee or charge cannot exceed the funds required to provide the service.	Revenues derived from the fee or charge can only be used for the purpose for which the fee was imposed.

Wastewater Enterprise Background



The City provides wastewater collection, while Sewerage Commission – Oroville Region (“SCOR”) provides wastewater treatment. The City collects and passes on treatment charges to SCOR.

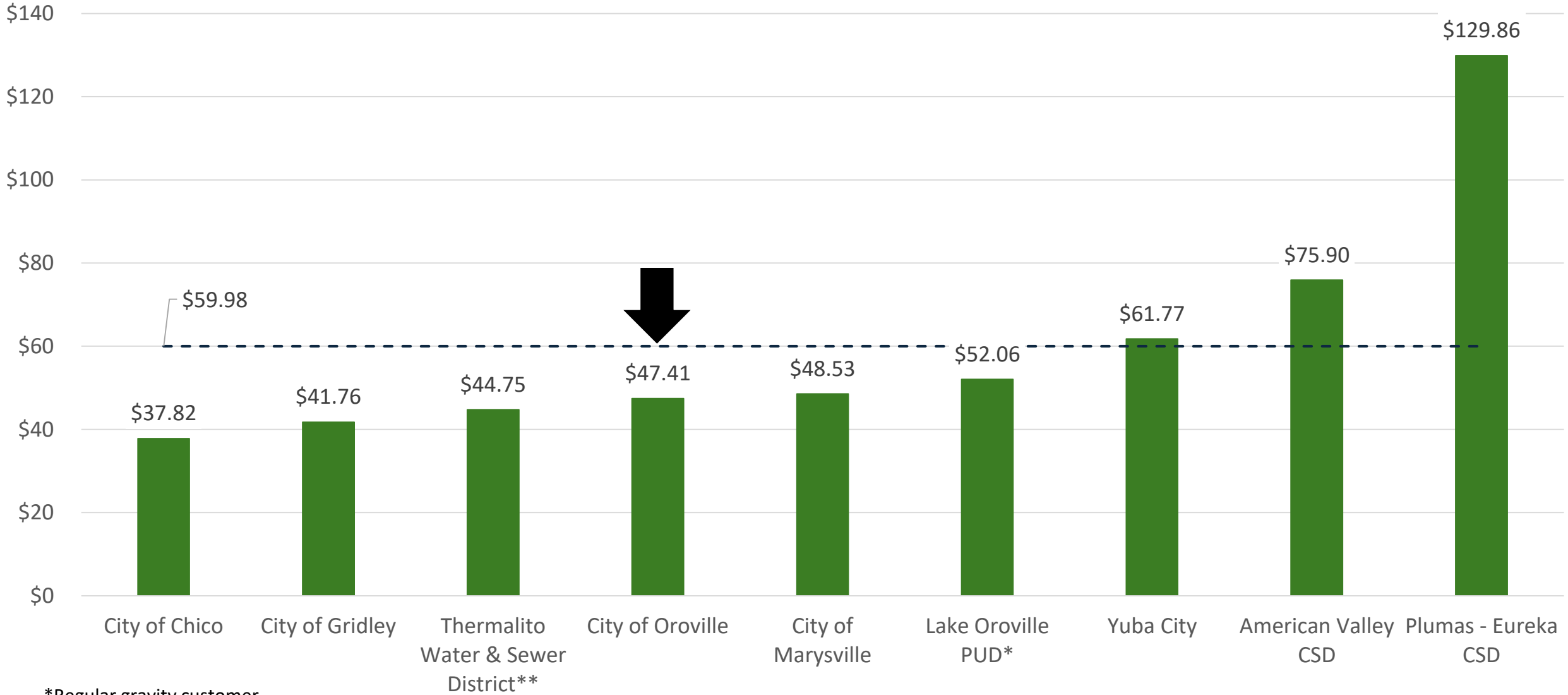
The City has left wastewater collection rates unchanged over the last 5 years, while SCOR treatment rate increases were passed through.

Current Wastewater Rates

All Users	\$/Equivalent Dwelling Unit/Month
City of Oroville (WW Collection)	\$23.56
Sewerage-Commission, Oroville Region (WW Treatment)	<u>\$23.85</u>
Total Monthly Charge, per EDU	\$47.41

Monthly Single Family Residential Sewer Bills Conducted March 2024

Item 8.



*Regular gravity customer
**Adopted rate increases up to \$56.41 by July 1, 2027.

■ Total Charge - - - Average Charge

Reasons for Wastewater Rate Increase

- Projected future inflation in operating costs.
- The City is projected to incur ~\$13.6 million for wastewater enterprise collection system capital improvement projects over the next 5 years.
- Pass through for treatment costs (SCOR treatment plant upgrade project).

Equivalent Dwelling Unit Changes

- SCOR adopted new EDU definitions for multi-family and mobile home units.
- Multi-family is equal to 0.88 EDUs per unit and mobile home units are equivalent to 0.85 EDUs.
(Previously 1 EDU).
- The change is based on regional census data which shows less people per unit on average for multi-family and mobile home units.
- The change results in a difference of 310 EDUs for the City of Oroville (3.3%).
- BWA projects 3% growth in the next 3 years and 2% in the following 2 years.

5 Year Capital Improvement Plan

Description	2024/25	2025/26	2026/27	2027/28	2028/29
Bypass Pumping	\$1,000,000				
Ruddy Creek Lift Station	\$2,500,000				
Corp Yard Infrastructure	\$1,200,000				
Orangewood Pump Station		\$2,625,000			
Olive Glen Lift Station			\$3,307,500		
South Seven Lift Station				\$1,736,438	
Sewer Lines					\$1,215,506
Total CIP (Inflated)	\$4,700,000	\$2,625,000	\$3,307,500	\$1,736,438	\$1,215,506
				5 Year Total:	\$13,584,444

Proposed Rates

Current and Proposed Wastewater Rates

Fixed Monthly Rates per Equivalent Dwelling Unit (EDU)¹

<u>Charge Category</u>	<u>Current</u>	<u>July 1, 2024</u>	<u>July 1, 2025</u>	<u>July 1, 2026</u>	<u>July 1, 2027</u>	<u>July 1, 2028</u>
Wastewater Collection ¹	\$23.56	\$26.06	\$27.88	\$29.83	\$31.92	\$34.15
<u>Wastewater Treatment²</u>	<u>\$23.85</u>	<u>\$24.49</u>	<u>\$25.71</u>	<u>\$27.00</u>	<u>\$28.35</u>	<u>\$29.77</u>
Total	\$47.41	\$50.55	\$53.59	\$56.83	\$60.27	\$63.92

¹ Proposed mobile home units are equivalent to 0.85 EDUs and multifamily units 0.88 EDUs. (Currently 1 EDU).

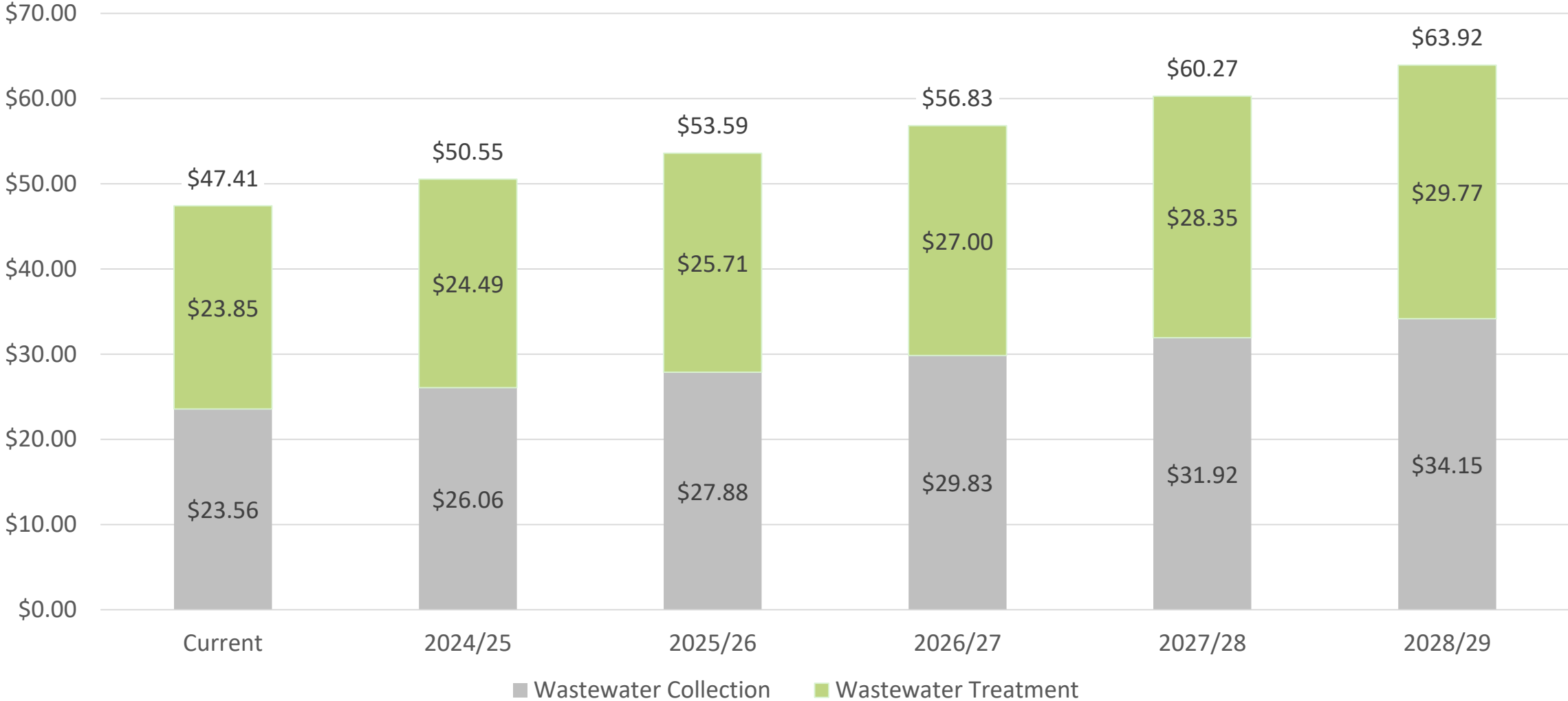
² Sewerage Commission – Oroville Region provides wastewater treatment for the City.

Single Family Residential Monthly Bill Impacts (\$ Increase)

<u>Charge Category</u>	<u>Current</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>	<u>2027/28</u>	<u>2028/29</u>
Wastewater Collection	\$23.56	\$26.06	\$27.88	\$29.83	\$31.92	\$34.15
<u>Wastewater Treatment</u>	<u>\$23.85</u>	<u>\$24.49</u>	<u>\$25.71</u>	<u>\$27.00</u>	<u>\$28.35</u>	<u>\$29.77</u>
Total	\$47.41	\$50.55	\$53.59	\$56.83	\$60.27	\$63.92

<u>Monthly Bill Impact</u>						
Wastewater Collection		\$2.50	\$1.82	\$1.95	\$2.09	\$2.23
Wastewater Treatment		<u>\$0.64</u>	<u>\$1.22</u>	<u>\$1.29</u>	<u>\$1.35</u>	<u>\$1.42</u>
		\$3.14	\$3.04	\$3.24	\$3.44	\$3.65

Single Family Residential Monthly Bill Impacts



Proposed Rate Increase Comparisons

<u>City of Oroville</u>	<u>Current</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>	<u>2027/28</u>	<u>2028/29</u>
Wastewater Collection	\$23.56	\$26.06	\$27.88	\$29.83	\$31.92	\$34.15
<u>Wastewater Treatment</u>	<u>\$23.85</u>	<u>\$24.49</u>	<u>\$25.71</u>	<u>\$27.00</u>	<u>\$28.35</u>	<u>\$29.77</u>
Total	\$47.41	\$50.55	\$53.59	\$56.83	\$60.27	\$63.92
<u>Thermalito Water & Sewer</u>	<u>Current</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>	<u>2027/28</u>	<u>2028/29</u>
Wastewater Collection	\$20.90	\$25.79	\$30.95	\$32.19	\$33.48	\$34.82
<u>Wastewater Treatment</u>	<u>\$23.85</u>	<u>\$24.49</u>	<u>\$25.71</u>	<u>\$27.00</u>	<u>\$28.35</u>	<u>\$29.77</u>
Total	\$44.75	\$50.28	\$56.66	\$59.19	\$61.83	\$64.59
<u>Lake Oroville Public Utility District*</u>	<u>Current</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>	<u>2027/28</u>	<u>2028/29</u>
Wastewater Collection	\$28.21	\$29.83	\$31.08	\$32.39	\$33.76	\$35.20
<u>Wastewater Treatment</u>	<u>\$23.85</u>	<u>\$24.49</u>	<u>\$25.71</u>	<u>\$27.00</u>	<u>\$28.35</u>	<u>\$29.77</u>
Total	\$52.06	\$54.32	\$56.79	\$59.39	\$62.11	\$64.97

**Gravity flow customer. Pumped customers are proposed to pay an additional \$6.07 per month.*



Schedule

- Approval of rates April 2nd meeting
- Notices finalized and postmarked by April 16th
- Public hearing on Tuesday June 4th

Optional Delayed Schedule:

- Second Board meeting to present any changes to the rates on April 16th
- Notices finalized and postmarked by April 30th
- Public hearing on June 18th

STATE
NLC
GRADUATION
NOV 8
5PM

Questions & Comments



[Address]

**City of Oroville
Proposition 218 Notification
NOTICE TO PROPERTY OWNERS OF PUBLIC HEARING
ON WASTEWATER RATES**

APN Number: <INSERT APN#>

<INSERT OWNER NAME>
<INSERT ADDRESS 1>
<INSERT ADDRESS 2>

Hearing Date & Time: June 4, 2024, at X:00 PM or as soon thereafter as possible
Hearing Location:
Questions / More Information

Why Am I Receiving This Notice?

You are receiving this notice in accordance with Proposition 218, a state law which requires providers of public utility services (including wastewater service) to notify rate payers of increases in proposed rates. The property listed above receives wastewater service from the **City of Oroville (“the City”)**.

This notice is intended to provide you with information on the service provided by the City, the reasons for the proposed rates, and the methods by which you can protest the proposed rates if you desire.

What Service Do Rates Fund?

The City provides wastewater service to approximately 9,140 equivalent dwelling units (EDUs) in the City service area.

Why is a Rate Increase Needed?

Current rates do not reflect the full cost necessary to provide wastewater services. The proposed rates are designed to sustainably operate and maintain the wastewater utility.

- Projected future inflation in operating costs.
- City is projected to incur about \$13.6 million for wastewater enterprise collection system capital improvement projects over the next 5 years.
- Pass through for wastewater treatment costs for the regional wastewater treatment plant, including operations and maintenance and a wastewater treatment plant upgrade project.

Basis of Proposed Rates

Article XIIIID of the California Constitution (also known as Proposition 218) requires that providers of public utility services levy service charges that are clearly linked to the cost of providing the service to each parcel. The cost of service calculation includes expenses such as labor, energy, chemicals and other supplies, and the cost of providing required maintenance of the system. The rates proposed herein are designed to meet all legal requirements and fairly and equitably recover the required revenue from all customers. The rates were developed by an independent consultant retained by the City.

Wastewater Rate Background

Wastewater customers are charged a fixed monthly rate per equivalent dwelling unit. The City provides wastewater collection, while Sewerage Commission – Oroville Region (“SCOR”) provides wastewater treatment.

Wastewater Treatment Charge Passthrough

The City collects and passes on treatment charges to SCOR. If SCOR adopts higher treatment charges, at least 30 days before the effective date of the adjustment, the City will provide its customers with notice of the new charge. There is no requirement to hold a public hearing or any additional action by the Council.

Current and Proposed Wastewater Rates

Current and Proposed Wastewater Rates

Fixed Monthly Rates per Equivalent Dwelling Unit (EDU)¹

<u>Charge Category</u>	<u>Current</u>	<u>July 1, 2024</u>	<u>July 1, 2025</u>	<u>July 1, 2026</u>	<u>July 1, 2027</u>	<u>July 1, 2028</u>
Wastewater Collection ¹	\$23.56	\$26.06	\$27.88	\$29.83	\$31.92	\$34.15
Wastewater Treatment ²	<u>\$23.85</u>	<u>\$24.49</u>	<u>\$25.71</u>	<u>\$27.00</u>	<u>\$28.35</u>	<u>\$29.77</u>
Total	\$47.41	\$50.55	\$53.59	\$56.83	\$60.27	\$63.92

¹ Proposed mobile home units are equivalent to 0.85 EDUs and multifamily units 0.88 EDUs. (Currently 1 EDU).

² Sewerage Commission – Oroville Region provides wastewater treatment for the City.

Community Input, Written Protest Procedures & Statute of Limitations

Members of the public are invited to attend the Public Hearing and provide input on the proposed rates. Property owners and customers may also submit written protests against the proposed rates. Written protests must: a) identify the affected property or properties, such as by address, Assessor’s Parcel Number, or customer account number, b) include the name and original signature of the customer or property owner submitting the protest and c) indicate opposition to the proposed wastewater rate increases. Written protests should be mailed or delivered to: **Attn: City Clerk, 735 Montgomery Street Oroville, CA 95965.**

Pursuant to California law, one written protest will be counted per parcel. Protests submitted by e-mail, facsimile or other electronic means are not counted. The proposed rates cannot be adopted if written protests are received from a majority of affected parcels. Written protests must be submitted prior to the close of each Public Hearing. Additionally, pursuant to California Government Code 53759, there will be a 120 day statute of limitations for challenging any new, increased, or extended fees, including wastewater service charges.



MARK THOMAS

March 18, 2024

City of Oroville
 Public Works Department
 1735 Montgomery Street
 Oroville, CA 95965
 Attn: Fred Mayo, Director of Public Works

RE: Proposal for Active Transportation Program (ATP) – Cycle 7 Grant Writing Assistance

Dear Mr. Mayo:

The City of Oroville (City) has developed an infrastructure concept to transform Washington Avenue/Table Mountain Boulevard into a complete street. This backbone facility will include Class II bike lanes and sidewalk gap closures to provide multimodal accessibility for residents. The project has two distinct segments:

- Segment 1: Washington Avenue from Oro Dam Boulevard to the Table Mountain Boulevard roundabout, approximately 0.7 miles in length.
- Segment 2: Table Mountain Boulevard from Feather River Bridge to County Center Drive, approximately 1.25 miles in length.

The City is interested in pursuing Active Transportation Program (ATP) Cycle 7 to implement the improvements and leverage Congestion Mitigation and Air Quality (CMAQ) program funding from Butte County Association of Governments (BCAG). Mark Thomas met with the City to discuss the project. As discussed, we recommend the City submit multiple applications for the project to increase the chances of receiving funding. A similar approach was developed by Mark Thomas staff based on direct dialogue with Commission staff in 2022 when we prepared multiple County of Orange grant applications for various OC Loop segments. This resulted in securing over \$50 million in ATP funding for three trail segments.

Mark Thomas has prepared our scope and fee to lead community engagement activities and prepare up to three (3) ATP Cycle 7 grant applications. The scope of work is based upon the grant funding program guidelines and requirements. Project final design,



environmental clearance, right of way and utility services, and surveying and mapping services are excluded from this scope.

SCOPE OF WORK

Task 1 – Project Management

Task 1.1 – Project Management

Mark Thomas will communicate directly with City and manage the internal project team to deliver the services described below. The project status will be reviewed regularly to meet key milestones.

Mark Thomas will facilitate twice monthly meetings with the City. The first meeting will serve as a project kick-off to discuss the project goals, background, milestones, and anticipated grant pursuits. Subsequent meetings will focus on project progress, schedule, and reviews.

Deliverables

- Meeting Agendas and Notes

Task 2 – Segments 1 & 2 Application Development

Task 2.1 – Grant Narrative

Segments 1 & 2 application is anticipated to be a Large application (per the grant guidelines). The ATP application consists of three parts. Part A: General Application with questions relating to the administering agency, project scope and details, right of way impacts, delivery schedule, and project costs. Part B: Narrative Questions consists of seven questions involving responses about disadvantaged communities, potential to increase walking and biking, collisions and enhancing safety, public participation and planning, context sensitive and innovative design, leverage funds, scope and plan consistency, and conservation corps coordination and involvement. Part C: Application Attachments includes signature page, engineer's checklist, project location map, project plans, site photos, project estimate, letters of support, and additional attachments.

Mark Thomas will prepare the draft and final versions of the three parts of the application. We will confirm leverage funding amounts and schedule with the City. Mark Thomas will prepare draft narrative responses for Part B in a Microsoft Word file for a



streamlined review process and the ability to track changes. We will leverage prior and new community engagement activities and planning studies to the maximum extent possible for the narrative responses.

Mark Thomas will provide analysis of existing data to support the grant narratives. We will use the University of California Berkeley Transportation Injury Mapping Systems (TIMS) ATP Maps and Summary Data module to create collision heat maps and collision summary lists. Mark Thomas will use the CalEnviroScreen (CES), low-income data, and California Healthy Places Index (HPI) to demonstrate benefits to disadvantaged communities. Since there are multiple potential criteria, we will use the most advantageous disadvantaged communities definition to maximize application scoring.

Additionally, Mark Thomas will coordinate with the two conservation corps organizations to confirm their potential involvement during the construction phase. This will be documented and included in the application as required by the state.

Task 2.2 – Letters of Support

Mark Thomas will draft a letter of support template for all three applications and list of potential stakeholders. Upon City approval, we will coordinate with the identified stakeholders and collect support letters.

Task 2.3 – Exhibits and Graphics

Mark Thomas will develop graphics and exhibits to support the grant application. This includes disadvantaged communities map, gap closure and connections/new routes/barrier removal map, project area collision map, and up to two (2) other graphics/exhibits identified during the development of the application.

Deliverables

- Draft and final narrative responses
- Stakeholder support letters tracking sheet
- Draft letter of support template for three (3) applications
- Draft and final exhibits



Task 3 – Segment 1 Application Development

Task 3.1 – Grant Narrative

Segment 1 application is anticipated to be a Medium application (per the grant guidelines). Mark Thomas modify the application prepared in Task 2.1 to be specific to Segment 1. We will prepare the draft and final versions of the three parts of the application. We will confirm leverage funding amounts and schedule with the City. Mark Thomas will prepare draft narrative responses for Part B in a Microsoft Word file for a streamlined review process and the ability to track changes.

Mark Thomas will provide analysis of existing data to support the grant narratives. We will use the University of California Berkeley TIMS ATP Maps and Summary Data module to create collision heat maps and collision summary lists.

We will coordinate with the two conservation corps organizations to confirm their potential involvement during the construction phase. This will be documented and included in the application as required by the state.

Task 3.2 – Exhibits and Graphics

Mark Thomas will modify the maps and graphics developed in Task 2.3 to focus on Segment 1 only.

Deliverables

- Draft and final narrative responses
- Draft and final exhibits

Task 4 – Segment 2 Application Development

Task 4.1 – Grant Narrative

Segment 2 application is anticipated to be a Medium application (per the grant guidelines). Mark Thomas modify the application prepared in Task 2.1 to be specific to Segment 2. We will prepare the draft and final versions of the three parts of the application. We will confirm leverage funding amounts and schedule with the City. Mark Thomas will prepare draft narrative responses for Part B in a Microsoft Word file for a streamlined review process and the ability to track changes.



Mark Thomas will provide analysis of existing data to support the grant narratives. We will use the University of California Berkeley TIMS ATP Maps and Summary Data module to create collision heat maps and collision summary lists.

We will coordinate with the two conservation corps organizations to confirm their potential involvement during the construction phase. This will be documented and included in the application as required by the state.

Task 4.2 – Exhibits and Graphics

Mark Thomas will modify the maps and graphics developed in Task 2.3 to focus on Segment 2 only.

Deliverables

- Draft and final narrative responses
- Draft and final exhibits

Task 5 – Concept Design and Estimate

Task 5.1 – Concept Design

Mark Thomas will prepare the concept design using AutoCAD software for Segments 1 & 2. Based upon City input, we will prepare conceptual design, including 40-scale layout plan and typical cross section of existing and proposed conditions. We will leverage City provided design files as much as possible. The concept design will meet the ATP guideline requirements and will include:

- North arrow and scale
- Layout sheet(s) on readily available aerial showing project length, right of way data from readily available sources, and improvements with notes depicting widths
- Typical cross sections for the existing and proposed condition including vehicle lane widths, sidewalk and/or bikeway widths, and right of way
- Street labels

Using the Segments 1 & 2 design, we will prepare concept layout plan and typical cross section for Segment 1 and Segment 2.



Task 5.2 – Cost Estimate

Utilizing the concept design prepared by Mark Thomas, we will prepare preliminary cost estimates for Segments 1 & 2, Segment 1, and Segment 2 using the ATP cost estimate template. The cost estimates will include support costs for environmental clearance, final design, right of way, and construction and capital costs for right of way and construction, accounting for limitations on maximum costs for various construction phases such as construction support.

Deliverables

- Draft and final concept design for 3 project applications
- Draft and final cost estimate in ATP format for 3 project applications

Task 6 – Community Engagement

Task 6.1 – Community Pop-Up Events

We will work with City staff to identify community festivals or other large events within nearby communities to attend, promote the project, and solicit input. Given the timing of the grant deadline, we suggest consideration of hosting a pop-up event at a community park, participating religious institutions, Butte County facilities, or ballfields. This will allow us to meet people where they are.

We will host an interactive “booth” at these events with staff to engage the community, answer questions, and encourage participation. Experience has found that these kinds of events engage a greater variety of audiences, and we plan on hosting up to two (2) pop-up/tabling events.

Task 6.2 – Community Workshop

We will plan, organize, and facilitate one (1) virtual workshop as a method to promote the project, share information with the community, and solicit input on key concerns or issues. We will ensure there is a mechanism to engage the participants through prompted questions and facilitated question and answer period. The meeting could take place on a weekday evening or during the daytime on a weekend. We will work with City staff to identify the most effective times for the workshop. We anticipate City staff will participate in the workshop, with Mark Thomas leading the event and facilitating.

Task 6.3 – Project Survey

We will develop an online project survey to solicit input from the community at large. The survey will align with other engagement activities and will provide an opportunity for



people to identify their key issues and concerns. The survey will provide a chance for us to ask for input and prioritization support aligned with key questions on the grant such as trip purpose, traffic safety concerns, and goals for desired outcomes. We have facilitated surveys for other ATP grant applications and can leverage this experience to customize the questions for use on the proposed project.

Task 6.4 – Language Translation

We will ensure the public engagement materials and activities will include both English and Spanish language translation. Mark Thomas staff will provide the translation to Spanish using our in-house staff dedicated to this project. Additionally, our Spanish fluent staff can facilitate simultaneous translation during the pop-up events and virtual workshop.

Deliverables

- Community Pop-Up Events (Assume 2 events with 2 staff in attendance)
- Workshop with Digital Promotion (Assume video-conference based workshop, flyer, and social media content)
- Project Survey (Assume Microsoft Forms, Mentimeter, or similar software tool)
- Language Translation (assume Spanish translation of printed materials, and bilingual staff at pop-up events and virtual workshop)
- Engagement Summary Memorandum

PROJECT SCHEDULE

The ATP Cycle 7 Call for Projects for the statewide competition is scheduled to be released following approval at the March CTC meeting, March 21 or 22. Applications will be due by June 17, 2024.

Mark Thomas has developed the schedule below to deliver the application for the statewide competition.

Date	Activity
April 1	City issues Notice to Proceed.
April 2	Application kick-off meeting and review of prior BCAG application by the City.
April 5	Mark Thomas provide draft list of stakeholders and letter of support template for City review.



Date	Activity
April 10	City provides comments on stakeholder list and template letter.
April 12	Mark Thomas addresses letter of support and stakeholder list comments. Requests letters of support by May 10.
April 19	Mark Thomas provide draft of Segments 1 & 2 application narrative responses and maps for City review.
April 24	Mark Thomas concept designs and cost estimate.
May 3	City provides comments on Segments 1 & 2 application narrative responses and maps to Mark Thomas.
May 4	Mark Thomas hosts 1st pop up event (or other date to be determined). Mark Thomas publishes the online survey.
May 8	City provides comments on concept designs and cost estimates. Mark Thomas facilitates virtual workshop
May 17	Mark Thomas provides draft Segment 1 and Segment 2 application packages to City for review.
May 18	Mark Thomas hosts 2nd pop up event.
May 24	City provides comments on Segment 1 and Segment 2 applications to Mark Thomas.
May 24	Mark Thomas provide final draft Segments 1 & 2 application package for City review.
May 31	City provides final review comments on Segments 1 & 2 application.
June 5	Mark Thomas provides final draft Segment 1 and Segment 2 application packages to City for review.
June 12	City provides final review comments on Segment 1 and Segment 2 applications to Mark Thomas.
June 14	Mark Thomas addresses final application packages comments and submits the final application.

COST ESTIMATE

Mark Thomas' proposed cost estimate for the grant applications is \$72,000. Costs by task and subtask are detailed in the table below.

Task	Fee
Task 1 – Project Management	\$4,500
Task 1.1 – Project Management	\$4,500
Task 2 – Segments 1 & 2 Application Development	\$30,000
Task 2.1 – Grant Narrative	\$20,000



Task	Fee
Task 2.2 – Letters of Support	\$3,000
Task 2.3 – Exhibits and Graphics	\$7,000
Task 3 – Segment 1 Application Development	\$9,500
Task 3.1 – Grant Narrative	\$8,000
Task 3.2 – Exhibits and Graphics	\$1,500
Task 3 – Segment 1 Application Development	\$9,500
Task 3.1 – Grant Narrative	\$8,000
Task 3.2 – Exhibits and Graphics	\$1,500
Task 5 – Concept Design and Estimate	\$12,500
Task 5.1 – Concept Design	\$8,000
Task 5.2 – Cost Estimate	\$4,500
Task 6 – Community Engagement	\$18,500
Task 6.1 – Community Pop-Up Events	\$6,000
Task 6.2 – Community Workshop	\$5,000
Task 6.3 – Project Survey	\$4,000
Task 6.4 – Language Translation	\$3,500
Total	\$84,500

Thank you again for the opportunity to work with the City to prepare these grant applications. If you have any questions regarding our scope and fee, please don't hesitate to contact me at (916) 539-4680 or email me at rbissegger@markthomas.com.

Sincerely,

MARK THOMAS & COMPANY, INC.



Matt Brogan, PE

Principal + Vice President





CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: FRED MAYO, DIRECTOR OF PUBLIC WORKS

RE: AGREEMENT WITH MARK THOMAS AND COMPANY, INC. FOR ACTIVE TRANSPORTATION PROJECT - CYCLE 7 - GRANT WRITING ASSISTANCE FOR TABLE MOUNTAIN AND WASHINGTON AVENUE FUNDING

DATE: APRIL 2, 2024

SUMMARY

The City Council may consider authorizing the execution of an agreement with Mark Thomas and Company, Inc. ("Mark Thomas") for grant writing assistance for the Active Transportation Project (ATP) - Cycle 7 grant opportunity. The focus of this grant request would be for Table Mountain and Washington Avenue.

DISCUSSION

Due to time constraints, staffing shortages, and the complexity of the ATP grant writing process, the City would like to enlist the help of Mark Thomas to assist in preparing and submitting an application for the ATP grant funding Cycle 7. This grant opportunity is for the Washington Ave / Table Mountain corridor project. Mark Thomas's expertise in grant writing will enhance the city's chances of success in securing funding for this or future ATP grants and other grant funding opportunities. The fiscal impact of this agreement is not to exceed \$85,000.

FISCAL IMPACT

Not-to-exceed \$85,000 dollars - included in FY 2023/24 Budget from District tax fund (Measure U funds)

RECOMMENDATION

Authorize the staff to execute an agreement with Mark Thomas and Company, Inc. for the ATP Application preparation and submission.

ATTACHMENTS

1. Quote for ATP application preparation and submittal



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: FRED MAYO, PUBLIC WORKS DIRECTOR

RE: PROJECT TASK ORDER FOR PROFESSIONAL CONSTRUCTION MANAGEMENT AND PLANNING SERVICES WITH TROVER CONSTRUCTION MANAGEMENT FOR NEW CORPORATION YARD

DATE: APRIL 2, 2024

SUMMARY

The Council may consider approving Task Order with Trover Construction Management to evaluate and space plan existing buildings and proposed improvements and the new City corporation yard. Work shall include master plan site development, conceptual site plan, development of bid packages for architectural site plan/ contractor services.

DISCUSSION

On February 6, 2024, the City Council approved allocations of funds for site improvements at the 655 Cal Oak property. Trover Construction Management, a qualified professional construction management firm, would oversee the planning and managing of the redesign and construction management, provide professional space planning, pre and post construction management and design services to support the City's new corporation yard improvement projects.

While the City has Trover currently contracted with other City owned projects, the need for further assistance with the site improvements (space planning, construction management and managing bid packages) of existing and new corporation yard facility projects is needed.

Contracting with Trover Construction Management has proven valuable with the successful completion of the Sank Park fence, City Hall and Chinese Temple roof project and currently working on the Convention Center and the additional City Hall improvements.

Anticipate costs for pre-construction management work, construction management and post construction management work is anticipated to be approximately \$82,000.

FISCAL IMPACT

For the Cal Oak Road Corporation Yard improvements, Council to approve the use of the following funds:

\$ 41,000 -Sewer Enterprise Fund

\$ 41,000- Local Fiscal Recover Funds

RECOMMENDATION

Authorize approval of Task Order with Trover Construction Management to provide construction management services for the necessary site improvements at the new corporation yard.

ATTACHMENTS

Trover Construction Management Task Order 1

**CITY OF OROVILLE
CORPORATION YARD**

**CONSTRUCTION MANAGEMENT AGREEMENT
TABLE OF CONTENTS**

ARTICLE 1 - GENERAL PROVISIONS

- 1.1 GENERAL REQUIREMENTS
- 1.2 CONSTRUCTION MANAGER STANDARD OF CARE
- 1.3 DEFINITIONS

ARTICLE 2 - CM'S SERVICES AND RESPONSIBILITIES - BASIC SERVICES

- 2.1 PRE-CONSTRUCTION
- 2.2 CONSTRUCTION
- 2.3 POST CONSTRUCTION

ARTICLE 3 - CM'S SERVICES AND RESPONSIBILITIES - ADDITIONAL SERVICES

- 3.1 PRE-CONSTRUCTION
- 3.2 CONSTRUCTION
- 3.3 POST-CONSTRUCTION
- 3.4 GENERAL

ARTICLE 4 – CITY OF OROVILLE RIGHTS AND RESPONSIBILITIES

- 4.1 ADMINISTRATION
- 4.2 PROVISION OF INFORMATION, SURVEYS, AND REPORTS

ARTICLE 5 - COMPENSATION

- 5.1 COMPENSATION FOR PRECONSTRUCTION SERVICES
- 5.2 COMPENSATION FOR BASIC SERVICES
- 5.3 COMPENSATION FOR ADDITIONAL SERVICES
- 5.4 REIMBURSABLE EXPENSES

ARTICLE 6 - PAYMENTS

- 6.1 PAYMENTS FOR BASIC SERVICES
- 6.2 PAYMENTS FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES
- 6.3 PROJECT SUSPENSION
- 6.4 INSURANCE

ARTICLE 7 - CM'S RECORDS AND FILES

ARTICLE 8 - OWNERSHIP AND USE OF DOCUMENTS, MATERIALS AND SYSTEMS

- 8.1 OWNERSHIP
- 8.2 INDEMNIFICATION

ARTICLE 9 - DISPUTES

- 9.1 NEGOTIATION
- 9.2 MEDIATION
- 9.3 ARBITRATION OR LITIGATION

ARTICLE 10 - EXTENT OF AGREEMENT

- 10.1 AUTHORITY OF AGREEMENT
- 10.2 EXHIBITS
- 10.3 THIRD-PARTY BENEFICIARIES

ARTICLE 11 - NOTICES

- 11.1 CITY OF OROVILLE AND CM

ARTICLE 12 – SUCCESSORS AND ASSIGNS

- 12.1 CM'S DEATH OR INCAPACITATION

ARTICLE 13 - TERMINATION OF AGREEMENT

- 13.1 CITY OF OROVILLE-INITIATED TERMINATION
- 13.2 CM-INITIATED TERMINATION
- 13.3 DOCUMENTS AND MATERIALS

TROVER

CONSTRUCTION PROJECT MANAGEMENT

Item 10.

AGREEMENT 3484 TASK ORDER 1

CONSTRUCTION MANAGEMENT AGREEMENT

between

CITY OF OROVILLE

and

TROVER CONSTRUCTION PROJECT MANAGEMENT LLC (CM)

This AGREEMENT is made on the _____ day of _____ in the year ____ between CITY OF OROVILLE, hereinafter called "Owner", and Trover Construction Project Management LLC, hereinafter called "CM" or "TCPM", for the following Project:

Corporation Yard Project – Master plan site, coordinate with City staff on needs, evaluate and space plan existing buildings, evaluate and propose improvements based on City needs, develop conceptual site plan, develop rough project cost estimate, develop bid packages for architectural/contractor services, manage bid process and provide construction management services.

ARTICLE 1 - GENERAL PROVISIONS

1.1 GENERAL REQUIREMENTS

- 1.1.1 This Agreement shall be governed by the laws of the State of California.
- 1.1.2 In the event of a conflict between the provisions of any exhibit to this Agreement and the Agreement, the provisions of this Agreement shall govern.
- 1.1.3 Time is of the essence for this Agreement.
- 1.1.4 CM shall cooperate with Owner, its designees, and Contractor in furthering the interests of Owner.
- 1.1.5 CM will comply with all background check requirements of the Owner.

1.2 CONSTRUCTION MANAGER STANDARD OF CARE

- 1.2.1 CM, its officers, agents, employees, subcontractors, consultants and any persons or entities for whom CM is responsible, shall provide all services pursuant to this Agreement in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project (including its contracting mode), and shall possess all required licenses to perform the Work.

1.3 DEFINITIONS

- 1.3.1 *As-builts (As-built Drawings and Specifications).* The term "As-builts" shall mean

974 Forest Ave Chico CA, 95928
info@trovercpm.com (530) 519-7132

210

the record copy of the Contract Documents prepared by the Construction Contractor to record as-built conditions, current changes, and selections made during construction.

- 1.3.2** *Construction Budget.* The term "Construction Budget" shall mean the Owners written statement of funds available to pay for the cost of construction.
- 1.3.3** *Construction Documents.* The term "Construction Documents" shall mean the drawings and specifications, prepared by the Design Professional, setting forth in detail the requirements for the construction of the Project.
- 1.3.4** *Contract Documents.* The term "Contract Documents" shall mean the Advertisement for Bids, Instruction to Bidders, Supplementary Instructions to Bidders, Bid Form, Agreement, General Conditions, Supplementary Conditions, Affirmative Action Program, Exhibits to the Construction Documents, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion and all other items identified in the Construction Contract Agreement.
- 1.3.5** *Contractor.* The term "Contractor" shall mean the entity or, in the case of a design build contract, a contractor and design professional team with whom Owner has contracted to construct the Work associated with this Project.
- 1.3.6** *Project.* The term "Project" shall mean the project described on page 1 of this Agreement.
- 1.3.7** *CM.* The term "CM" shall mean the specific Owner-approved CM individual named in this Agreement who is assigned to the Project, and is CM's designated principal or staff member, as the designated person in charge of providing all services required by this Agreement.
- 1.3.8** *Project Program.* The term "Project Program" is a written statement of Owner's design objectives, constraints, and criteria, including space requirements and relationships, flexibility and expendability, special equipment and systems, and Project site requirements.
- 1.3.9** *Project Schedule.* The term "Project Schedule" shall mean the schedule prepared by CM for Owner showing Project milestones, funding, design, design, design review, construction, and other deadlines applicable to the Project.
- 1.3.10** *Record Documents.* The term "Record Documents" shall mean the Design Professional's record drawings and final specifications made from the As-built documents received from the Contractor.
- 1.3.11** *Bidding Documents.* The term "Bidding Documents" shall mean those documents prepared and furnished by Owner for the purpose of obtaining bids from contractors to construct the Project, including without limitation, the General Conditions and General Requirements which are hereby incorporated by reference.
- 1.3.12** *Work.* The term "Work" shall mean all construction, services, and other

requirements of the Contract Documents, or as modified by Change Order, whether completed or partially completed, and includes all labor, materials, equipment, tools, and services provided or to be provided by Contractor to fulfill Contractor's obligations, The Work may constitute the whole or a part of the Project.

- 1.3.13** *Preconstruction Services.* The term "Preconstruction Services" shall mean the scoping, programing, bidding and Project development process.

ARTICLE 2 - CM'S SERVICES AND RESPONSIBILITIES - BASIC SERVICES

Basic Services to be provided by CM consist of the services described in this Article 2.

2.1 PRECONSTRUCTION

- 2.1.1** CM shall assist Owner on developing project needs and scope
- 2.1.2** CM shall develop conceptual site plan and space plan existing buildings for City needs
- 2.1.3** CM shall develop a conceptual project budget based on Owner defined scope
- 2.1.4** CM shall assist owner in contracting with additional consultants as necessary
- 2.1.5** CM shall advise Owner on various delivery systems and develop bid packages based on the City's desired delivery method

2.2 CONSTRUCTION

- 2.2.1** CM shall assist Owner and Contractor as requested in the preparation of the pre- construction meetings
- 2.2.2** CM shall assist Owner and Contractor in monitoring written communications between Contractor, Owner's Administrator and Contractor(s).
- 2.2.3** CM shall assist Owner, in the resolution of disputes between Owner and the Contractor.
- 2.2.4** CM shall maintain a regular presence on site as necessary to facilitate coordination, resolve construction related issues, and provide regular written updates to Owner.
- 2.2.5** CM shall monitor construction activities and provide regular reporting of progress, issues, and changes to schedule, scope, and budget.
- 2.2.6** CM shall assist and process monthly contractor and subconsultant pay applications for Owner.

- 2.2.7 CM Shall assist Owner in responding to RFI's
- 2.2.8 CM shall maintain, monitor, and update the Cost Control System. The monthly Cost Report shall compare the original Project Budget with the current Project cost, identify expenditures to date, state the budget required for completion of each major category of Work, identify actual and anticipated Change Orders, and predict the current estimated total Project cost.
- 2.2.9 CM shall assist Owner in evaluating Contractor Change Order Requests.
- 2.2.10 CM shall assist in negotiations with Contractor as requested by Owner.
- 2.2.11 CM shall assist Owner, in obtaining back-up documentation, shop drawings, and materials submittals from Contractor.
- 2.2.12 CM shall assist Owner and Contractor on obtaining necessary permits with pertinent regulating bodies.
- 2.2.13 CM, its officers, agents, employees, subcontractors, and any persons or entities for whom CM is responsible, must provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. Owner' review, approval of, or payment for any of the Services required under this Agreement must not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care or (ii) applicable statutes, regulations, rules, or this Agreement.

2.3 POST-CONSTRUCTION

- 2.3.1 CM shall manage the completion of the Project punch list
- 2.3.2 CM shall assist in project turn over and Owner occupancy
- 2.3.3 CM shall assist in budget reconciliation if necessary
- 2.3.4 CM shall assist in project close out and contractor demobilization

ARTICLE 3 - CM'S SERVICES AND RESPONSIBILITIES - ADDITIONAL SERVICES

Unless required to be performed as part of Basic Services, the services described in this Article 3 are Additional Services. These Additional Services shall be paid for by Owner, as provided in this Agreement, in addition to the compensation for Basic Services. CM shall provide Additional Services only when and as authorized in a written Amendment signed by Owner. No Additional Services shall be compensable unless so authorized. Additional services shall be compensated hourly as referenced by Appendix A or via lump sum as negotiated between Owner and CM.

- 3.1 **PRECONSTRUCTION** as requested by client
- 3.2 **CONSTRUCTION** as requested by client
- 3.3 **POST-CONSTRUCTION** as requested by client
- 3.4 **GENERAL** as requested by client

ARTICLE 4 - OWNERS RIGHTS AND RESPONSIBILITIES

4.1 ADMINISTRATION

- 4.1.1 Owner will designate, in writing, an Owner Representative who will act on behalf of Owner with respect to this Agreement. CM shall accept directives only from the designated Owner Representative and not from other Owner employees. Owner may replace the designated Owner Representative at its sole option; if this replacement is made, Owner will notify CM in writing.

4.2 PROVISION OF INFORMATION, SURVEYS, AND REPORTS

- 4.2.1 Owner will have the right to make changes to the Project Program. When such changes increase the duties of CM beyond those reasonably and customarily provided in Basic Services, CM shall be compensated in accordance with this Agreement.
- 4.2.2 Owner will have the right to make reasonable changes to its Bidding Documents and CM shall be bound by such changes. When such changes increase the duties of CM, beyond those reasonably and customarily provided in Basic Services, CM shall be compensated in accordance with this Agreement.
- 4.2.3 Owner shall furnish information to CM for purposes of updating the Project Schedule as dates and durations applicable to the Project such as funding deadlines, review periods, anticipated periods of Project suspension, and construction deadlines become known.
- 4.2.4 The services, information, surveys, and reports required by this Article 4 will be furnished at Owner's expense.
- 4.2.5 Owner will furnish copies of Drawings, Specifications, and other Project-related documents deemed necessary by Owner and CM for the performance of CM's services under this Agreement.

ARTICLE 5 - COMPENSATION

Owner will compensate CM for the scope of services provided, in accordance with this Article 5 and with the other terms and conditions of this Agreement as follows:

5.1 COMPENSATION FOR PRECONSTRUCTION SERVICES

5.1.1 The fee for pre-construction as described in the project description and section 2.1 shall be billed hourly at the rates indicated in Exhibit A and shall not exceed twenty-five thousand dollars, (\$25,000.00).

5.1.2 During preconstruction, projects often confront numerous challenges and undergo multiple changes. The not to exceed (NTE) amount is based on the assumed scope of the Project and needs of the Owner. While the NTE amount reflects the expected needs, it does not serve as a guarantee that Preconstruction Services will be completed within the NTE amount. Should CM anticipate exceeding the NTE amount, CM shall promptly notify Owner and receive authorization for additional services before continuing Preconstruction Services.

5.2 COMPENSATION FOR CONSTRUCTION AND POST-CONSTRUCTION

5.2.1 The fee for Construction and Post-construction services shall be a fixed fee of Fifty seven Thousand Dollars (\$57,000.00) based on CM's understanding of scope and the estimated Project budget of One Million Two Hundred Thousand Dollars (\$1,200,000.00).

5.2.2 The fee for the Project is in part based on the estimated project budget. Should the actual Project budget or awarded contract vary by Twenty Percent (20%) of the estimated budget, the CM or Owner may request the renegotiation of the CM fee.

5.2.3 For Construction and Post-construction services, compensation shall be payable monthly, as a percent complete based on construction progress.

5.2.4 Any change orders to the prime contract between Contractor and Owner that increases the contract amount shall increase the CM fee by Four Percent (4%) of the Change Order cost.

5.2.5 Owner reserves the right to withhold monies for services not received as part of Basic Services and Supplemental Services unless an Amendment is issued by Owner for extension of services.

5.3 COMPENSATION FOR ADDITIONAL SERVICES

5.3.1 For the Additional Services of CM, as described in Article 3, compensation shall be in accordance with the attached Rate Schedule (Exhibit A).

5.3.2 Owner reserves the right to change time and scope of the Work (Change Orders). If Owner changes either time or scope, the CM's fees shall be adjusted in accordance with the attached Rate Schedule (Exhibit A).

5.4 REIMBURSABLE EXPENSES

5.4.1 For Reimbursable Expenses, only actual, reasonable costs will be reimbursed. Paid invoices or other proof of payment shall be submitted when requesting reimbursement.

- 5.4.2** Reimbursable Expenses are paid in addition to the compensation for Basic and Additional Services and are actual expenditures made by CM and CM's consultants in relation to the services provided in this Agreement.
- 5.4.3** Should owner request CM to pay for additional consultants, CM will mark up the consultants fee by Ten Percent (10%) and the reimbursement shall not be a part of the NTE or fixed fee amounts.

ARTICLE 6 - PAYMENTS

6.1 PAYMENTS FOR BASIC SERVICES

- 6.1.1** Payments for Basic Services, as defined in Article 2, shall be made monthly as stipulated in section 5.

6.2 PAYMENTS FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

- 6.2.1** Payments for CM's Additional Services, as defined in Article 3, and for Reimbursable Expenses, as defined in paragraph 5.3, shall be made monthly after presentation of CM's statement of services rendered, or expenses incurred, with invoices, receipts and other justification thereof.

6.3 PROJECT SUSPENSION

- 6.3.1** If the Project is suspended or abandoned for more than 3 consecutive months, and such suspension was not scheduled at the beginning of the Project, as provided under subparagraph 4.2.4, CM shall be compensated for all authorized services performed prior to the receipt of written notice from Owner of such suspension or abandonment, together with Reimbursable Expenses then due. If the Project is resumed after being suspended for more than 3 consecutive months, CM's compensation shall be adjusted to compensate CM for any additional costs reasonably incurred as the result of the suspension.

6.4 INSURANCE

CM shall maintain the required insurance for its operations, including general liability insurance in an amount of at least \$1,000,000 and professional liability insurance in an amount of at least \$1,000,000, as well as workers' compensation insurance as required by law, with an insurance company or companies that are rated "A-VII" or higher by A. M. Best's key rating guide, and are authorized to do business in the State of California. CM shall provide Owner with certificates of insurance and signed insurance policy endorsements, on forms acceptable to Owner, as evidence that the required insurance is in full force and effect. Each certificate of insurance and signed insurance policy endorsement must specifically provide verification that Owner and its directors, agents, officers, and employees have been added as additional insureds on the insurance policy being referenced. CM and any insurance company providing the insurance required by this section must waive any right of recovery or subrogation it may have against Owner.

ARTICLE 7 - CM'S RECORDS AND FILES

CM shall make files available for inspection and copying by Owner upon reasonable notice. Owner or Owner's authorized representative shall have access to the CM's premises and records for inspection and auditing during normal business hours, shall be allowed to interview CM employees pursuant to the provisions of this Article, and be provided adequate and appropriate workspace in order to conduct audits in compliance with this Article. The provisions of this Article shall also apply to parent, affiliate, and subsidiary companies as necessary to verify costs associated with this Agreement.

ARTICLE 8 - OWNERSHIP AND USE OF DOCUMENTS, MATERIALS AND SYSTEMS

8.1 OWNERSHIP

All systems, materials and documents developed for and with Owner resources shall become the property of Owner, whether or not the Project for which they are developed is executed. Upon completion or termination of CM's Basic Services and Additional Services under this Agreement, CM shall promptly provide to Owner all files related in any way to the Project, including but not limited to all documents, correspondence (including internal and external correspondence), systems and materials, both electronic and hard copy format, excluding CM's internal accounting books and records addressed in Article 7. CM shall be permitted to retain copies for information and reference at CM's expense.

8.2 INDEMNIFICATION

Owner will not defend, indemnify or save harmless CM, its officers, agents, or employees from any costs or claims asserted or imposed by any person or entity claiming that Owner's or CM's use of systems, materials or documents is contrary to or in violation of any copyright, patent, trade secret, trade name, trademark, or any proprietary, contractual or legal right pertaining to their use.

ARTICLE 9 - DISPUTES

9.1 NEGOTIATION

- 9.1.1** The parties will attempt in good faith to resolve any controversy or Claim arising out of or relating to this Agreement by negotiation.

9.2 MEDIATION

- 9.2.1** Within 60 days, but not earlier than 30 days following the earlier of (1) receipt of notice by the other party from the American Arbitration Association (AAA) of the disputing party's demand for arbitration or (2) receipt by the other party of the disputing party's notice of election to litigate, the parties may submit the matter to non-binding mediation administered by the AAA under its construction industry mediation rules.

9.3 ARBITRATION OR LITIGATION

- 9.3.1** Disputes arising from this Agreement between CM and Owner which cannot be settled through negotiation or mediation shall be subject to arbitration or litigation as follows:

ARBITRATION WITH CONTRACTOR

If any claim arises under the Construction Contract Documents for the Project and is submitted to arbitration, and either Contractor or Owner claims that the acts or omissions of CM are involved, in whole or in part, any claim by Owner against CM arising out of or in connection therewith may be asserted, at the option of Owner, against CM in the same arbitration proceeding which shall be conducted under the procedures specified in the General Conditions of the construction contract.

LITIGATION WITH CONTRACTOR

If any claim arises under the Construction Contract Documents for the Project and is submitted to litigation, and either Contractor or Owner claims that the acts or omissions of CM are involved, in whole or in part, any claim by Owner against CM arising out of or in connection therewith may be asserted, at the option of Owner, against CM in the same litigation.

ARTICLE 10 - EXTENT OF AGREEMENT

10.1 AUTHORITY OF AGREEMENT

- 10.1.1** This Agreement represents the entire and integrated agreement between Owner and CM and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Owner and CM.

10.2 EXHIBITS

- 10.2.1** This Agreement includes the following exhibits attached hereto:

Exhibit A: Rate Schedule

10.3 THIRD-PARTY BENEFICIARIES

- 10.3.1** Nothing contained in this Agreement is intended to make the Contractor or any Subcontractor (regardless of tier), any employee or agent of the Contractor or any Subcontractor, or any person, including Design Professional or any consultant of Design Professional (regardless of tier), a third-party beneficiary of any obligations between Owner and CM.
- 10.3.2** It is agreed that the relationship of CM to Owner is that of an independent contractor, that CM shall provide all Services under this Agreement as an independent contractor, and that CM shall not have the authority to bind or make any commitment on behalf of Owner. Nothing herein shall be construed to create a joint venture, partnership, employer-employee, association, or principal-agent relationship between CM and Owner. As there is no agency relationship

with Owner, CM and its employees are not employees of Owner and therefore not eligible for unemployment insurance, disability insurance, workers' compensation, employee benefits, and/or other stipulations of Owner' personnel policy.

- 10.3.3** This Agreement has been executed and delivered in the State of California and the venue will be the Plumas County and the validity, enforceability and interpretation of any of the clauses of this Agreement will be determined and governed by the laws of the State of California.

ARTICLE 11 - NOTICES

11.1 OWNER AND CM

All notices or other documents required or permitted to be given hereunder shall be personally delivered, sent by private overnight courier, or sent by certified mail, postage prepaid, return receipt requested, addressed to the parties at the address for that party on the signature page of this Agreement.

Notices sent by certified mail shall be deemed received the third business day after posting in the US Mail, and notices sent by private overnight courier shall be deemed received the first business day after delivering the same to the private overnight courier during regular business hours.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon Owner and CM and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, may be assigned by CM without the prior written consent and approval of Owner.

12.1 CM'S DEATH OR INCAPACITATION

- 12.1.1** If CM transacts business as an individual, upon CM's death or incapacitation, Owner may, at its option, terminate this Agreement as of the date of such event. If so terminated, neither CM nor CM's estate shall have any further right to perform hereunder, and Owner shall pay CM or the estate the compensation payable under Article 5 for any services rendered prior to this termination not theretofore paid. This compensation shall be reduced by the amount of additional costs that will be incurred by Owner by reason of this termination.

- 12.1.2** If CM transacts business as a corporation, partnership, sole proprietorship or other entity with more than one officer, employee, or representative accepted by the Owner as the CM, and any one of them dies or becomes incapacitated, and the others continue to render the services covered herein, Owner may choose to continue services with CM and make payments to CM as though there had been no such death or incapacitation; Owner will not be obliged to take any account of the person who died or became incapacitated, or to make any payment to this person or this person's estate. These provisions shall apply in

the event of progressive or simultaneous occasions of death or incapacitation among any group of persons retained or employed by CM herein. If death or incapacitation befalls the last member of this group before the services under this Agreement are fully performed, then the rights set forth under subparagraph 15.1.1 shall apply.

ARTICLE 13 - TERMINATION OF AGREEMENT

13.1 OWNER-INITIATED TERMINATION

13.1.1 If Owner determines that CM has failed to perform in accordance with the terms and conditions of this Agreement, Owner may terminate all or part of the Agreement for cause. This termination shall be effective if CM does not cure its failure to perform within 10 days (or more, if authorized in writing by Owner) after receipt of a notice of intention to terminate from Owner specifying the failure in performance. If a termination for cause does occur, Owner will have the right to withhold monies otherwise payable to CM until the Project is completed. If Owner incurs additional costs, expenses, or other damages due to the failure of CM to properly perform pursuant to the Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted, the balance will be paid to CM upon completion of the Project. If the costs, expenses, or other damages incurred by Owner exceeds the amount withheld, CM shall be liable to Owner for the difference.

13.1.2 Owner may terminate this Agreement for convenience at any time upon written notice to CM, in which case Owner will pay CM in full for all services performed in compliance with and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to Owner or in the possession of CM, and to authorized Reimbursable Expenses. No other compensation or lost profit will be payable for such termination.

13.2 CM-INITIATED TERMINATION

13.2.1 CM may terminate this Agreement for convenience at any time upon thirty (30) days' written notice to Owner, in which case Owner will pay CM in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination, minus all costs incurred by Owner in identifying, contracting with, and bringing up to date a new construction manager to manage the Work. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to Owner or in the possession of CM, and to authorized Reimbursable Expenses. No other compensation or lost profit will be payable for such termination.

13.3 DOCUMENTS AND MATERIALS

13.3.1 In the event of Agreement termination by either party for any reason, Owner

reserves the right to receive, and CM shall promptly provide to Owner, all documents and materials prepared by CM for the Project. In the event of termination, any dispute regarding the amount to be paid under Article 6 shall not derogate from the right of Owner to receive and use such documents or materials.

14. INDEMNIFICATION

14.1 CM shall indemnify, protect, defend and hold free and harmless Owner and its board members, agents, representatives, officers, employees, and volunteers (the "Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, delays, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), errors or omissions, or willful misconduct of CM, its directors, officials, officers, employees, contractors, subcontractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or this Agreement. This indemnity excludes CM's liability as to the active or sole negligence or willful misconduct of Owner.

IN WITNESS WHEREOF, THE CITY OF OROVILLE (OWNER) and TROVER CONSTRUCTION PROJECT MANAGEMENT LLC (CM) have executed this Agreement as of the date on page 2 of 15 of this agreement.

CONSTRUCTION MANAGER FIRM NAME: Trover Construction Project Management LLC

By: Name: Nick Trover Title: Owner

(Signature)

(Date)

CONSTRUCTION MANAGER ADDRESS: 974 Forest Ave Chico, CA 95928

CITY OF OROVILLE REPRESENTATIVE:

By: Name: Title:

(Signature)

(Date)

CITY OF OROVILLE ADDRESS: 1735 Montgomery Street Oroville, CA 95965

EXHIBIT A

TROVER CONSTRUCTION PROJECT MANAGEMENT FEE SCHEDULE

Discipline	Hourly Rate
Project Management Services	
Project Manager	\$165.00
Assistant Project Manager	\$145.00
Project Engineer / Coordinator	\$120.00

*VEHICULAR REIMBURSEMENT \$0.60 PER MILE

**MISC. EXPENSES CHARGED AT ACTUAL COST PLUS 10%



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: FRED MAYO, DIRECTOR OF PUBLIC WORKS

RE: AGREEMENT WITH ACCULARM FOR SECURITY MONITORING SERVICES AT 655 CAL OAK ROAD

DATE: APRIL 2, 2024

SUMMARY

The City Council may consider authorizing the execution of an agreement with Accularm for security services at the new corporation yard located at 655 Cal Oak Road.

DISCUSSION

Accularm has been a contracted vendor for the City for several years and is responsible for monitoring and maintaining the Citywide alarm systems. The need to upgrade and enhance the current alarm facilities at 655 Cal Oak Road, also known as the "New Corporation Yard," is necessary to prevent theft, damage, or vandalism to City property. This site encompasses approximately 6.5 acres, including the administration building, warehouse, mechanic shop buildings, and all open areas of the site. The proposed enhancements include the installation of cameras, audio alarm horns, and the modernization of the central call monitoring and reporting capabilities of these systems. These upgrades will significantly elevate the level of protection for our new facility compared to the current setup in place. The fiscal impact is not-to-exceed \$75,000.00.

FISCAL IMPACT

Not-to-exceed \$75,000.00. \$ 37,500 Sewer Enterprise Fund
\$ 37,500 Local Fiscal Recover Fund

RECOMMENDATION

Authorize the Director of Public Works to execute an agreement with Accularm, subject to legal compliance and approval by the City Attorney, for security services at the new corporation yard located at 655 Cal Oak Road, Oroville, CA.

ATTACHMENTS

1. Quote for Intrusion Alarms
2. Quote for Camera System
3. Quote for Outdoor PE Beams Protection
4. Quote for Fire Alarm Monitor Systems

Quote For:



City of Oroville Public Works
 New Site Intrusion Alarm
 655 Cal Oak Rd.
 Oroville, CA. 95965
 Contact: Fred 530-538-2405
 Sales Manager: Seng Phan
 3/15/2024
 Quote valid for 90 days from date submitted

2348
 Orovil
 (5:
 (5:
 (8)

Basic Monitoring	\$34.00
Cellar / App	\$17.00
Total Monthly Fees	\$153.00

System Type: Owned

Hardware

Part #	Qty	Description
XR-150 for Main Office	1	Main Office upgrade Control Panel to hadle Cellar
7060	2	Main Office upgrade Keypads - Front, Hall
LED	1	Main Office LED Light Indicator
ELK-1RT	1	Main Office New Exterior Sounder
ELK-100	1	Main Office New Exterior Siren Driver
263-LTEV	1	Main Office Cellar Radio as primary communication
Tri-Tech	6	Main Office upgrade Motion Detector
XR-150 for Main Warehouse	1	New Warehouse Main Control Panel
7070	1	New Warehouse Keypad
LED	1	New Warehouse LED Light Indicator
ELK-1RT	1	New Warehouse Exterior Sounder
ELK-100	1	New Warehouse Exterior Siren Driver
263-LTEV	1	New Warehouse Cellar Radio as primary communicator
944	1	New Warehouse Front Door
Nascom	3	New Warehouse Roll UP Door
OP-CDXNAM	3	New Warehosue Long Rang Motion Detectors
944	2	New Warehouse Man Doors
XR-150 for Mechanic Shop	1	New Mechanic Shop Main Control Panel
7070	1	New Mechanic Shop Keypad
LED	1	New Mechanic LED Light Indicator
ELK-1RT	1	New Mechanic Exterior Sounder
ELK-100	1	New Mechanic Exterior Siren Driver
263-LTEV	1	New Mechanic Cellar Radio as primary communication
944	1	New Mechanic Front Door
Nascom	3	New Mechanic Roll Up Doors
Tri-Tech	2	New Mechanic Motion Detectors
335	2	New Interior Sounders - Main Warehouse, Mechanic Shop
Misc	1	Misc-Conduits, Back Boxes, Wires
App	1	New App Service for remote arming and disarming
714/8	2	New Zones Expanders
SMP3PM	2	New Power Supplies
Labor	1	Labor to new equipment

Total Cost \$23,720.00

Main Office - Upgrade to Cellar commication and upgrade Motions

Accularm will program App Service for remote arming and disarming

Mian Warehouse will be all new Install of Equipment

Mechanic Shop will ne all new Install of equipment

Quote For:



City of Oroville Public Works
 New Camera System
 655 Cal Oak Rd.
 Oroville, Ca 95965
 Contact: Fred 530-538-2405
 Sales Manager: Seng Phan
 3/15/2024
 Quote valid for 90 days from date submitted

2348 Baldwin Ave
 Oroville, CA 95966
 (530) 532-0885
 (530) 895-0885
 (800) 722-2852

System Type: Owned

Hardware
Part #
RLN16-410
UPS
RLC-833A
Ares Lock Box
CAT-5
Misc
Labor

Qty	Description
1	New 16 Channels NVR POE IP 24/7 Recording
1	New Back Up Power Supply
8	New 4K POE IP Color Cameras
1	New Lock Boxes for Security
1	New Pharmacy CAT 5 Wire
1	Misc- CAT5
1	Labor to install new equipment

Installation Cost \$7,970.00

Customer will maintain adequate Internet Services for remote viewing

Accularm do not monitor customer recording

Quote For:



City of Oroville Public Works
 Outdoor PE Beams Protection
 655 Cal Oak Rd.
 Oroville, CA.96965
 Contact: Fred 530-538-2405
 Sales Manager: Seng Phan
 3/15/2024
 Quote valid for 90 days from date submitted

2348 Baldwin Ave
 Oroville, CA 95966
 (530) 532-0885
 (530) 895-0885
 (800) 722-2852

System Type: Owned

Hardware

Part #	Qty	Description	
SL-650DN	6	New 650' Outdoor PE Beams	
SL-350DN	1	New 350' Outdoor PE Beams	
SMP3PM	2	New Power Supplies	
ELK-1RT	3	New Outdoor Exterior Sounders	
ELK-100	3	New Outdoor Exterior Siren Driver	
7070	1	New Keypad at Gate	
STI-7510B	1	New Keypad Enclosure	
Misc	1	Misc - Conduits, Connectors, Waterproof Back Boxes	
Labor	1	Labor for long wires and conduits runs	
			Total Cost \$18,155.00

Accularm will tie the Outdoor PE Beams
 the Burglar for monitoring and services

Quote For:



City of Oroville Public Works
 Sprinkler Fire Alarm Monitoring Systems
 655 Cal Oak Rd.
 Oroville, CA. 95965
 Contact: Fred 530-538-2405
 Sales Manager: Seng Phan
 3/15/2024
 Quote valid for 90 days from date submitted

Two Fire Alarm Monitor Systems for Main Office and
 Big Warehouse Sprinkler Waterflows

2348 Baldwin Ave
 Oroville, CA 95966
 (530) 532-0885
 (530) 895-0885
 (800) 722-2852

Fire Alarm
 With Cellar
 Monitor fees **\$250.00** Per Month

System Type: Owned

Hardware	Qty	Description	
Part #			
XF6-100	2	New Fire Alarm Control Panel	
630F	2	New Fire Alarm Annunicator	
CellcomF-LET-V	2	New Fire Alarm Cellar Radio as primary communication	
850D	2	New Fire Alarm Manual Pull Station	
2WT-BLX	2	New Fire Alarm Smoke Detector	
WH-HSR	2	New Fire Alarm Horn Strobe	
869	2	New Fire Module for Waterflow Switch	
869	1	New Fire Module for PIV Switch	
869	2	New Fire Module for OS&Y Switch	
381-2	2	New Fire Cellar Wire Harness	
BT-12V7A	2	New Fire Back up Batteries	
Misc	1	New Red Fire Wires	
Plan	2	New Fire Plan Drawing	
Permit	2	New City Permit Fees	
Fire Final	2	City Fire Final Inspection	
RED Knockbox	2	Red Fire Knockbox for Fire Dept entry	
Fire Sign	2	New Fire Sign for Fire Dept.	
SSU00685	2	New Fire Red Storage Cabinet	
Labor	1	Labor to install New Fire ALarm Devices per Plan and	
			Total \$24,025.00

Accularm will connect to Customer own
 install Tamper Switches only.

Accularm will connect to Customer own HVAC Unit for
 shut down.

Customer is responsible for the following:

- Waterflow Tamper Switch
- PIV Tamper Switch
- OS&Y Tamper Switch
- Red 110V Breaker
- Red Fire Sprinkler Bell
- Break a way Lock and Chain for OS&Y

Annual Sprinkler Inspection include back flow test will be
 billed sepertly after inspection.

Customer must provide a dedicated 110V
 Power to New Fire Panels

Customer must provide underground PVC
 chases to all the PIV, and OS&Y Switches



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: FRED MAYO, DIRECTOR OF PUBLIC WORKS

RE: AGREEMENT WITH WILLIAM'S ELECTRIC COMPANY FOR ELECTRICAL SERVICES AT 655 CAL OAK ROAD

DATE: APRIL 2, 2024

SUMMARY

The City Council may consider authorizing the execution of an agreement with William's Electrical Company for electrical services.

DISCUSSION

William's Electric Company has been contacted for commercial electrical services related to the 655 Cal Oak Property (New Corp yard). The proposed enhancements include installation of new electrical tie-in points for the facilities' security system, and perimeter lighting around the large open bay buildings, warehouse/mechanic shops, and administration building. Additionally, non-functional photocells will be replaced to existing area lighting, in addition to, abandoning electrical service, in various locations, that will allow for demolition.

These upgrades will significantly improve the level of lighting at our new facility compared to the current setup in place. The fiscal impact is not-to-exceed \$43,000.00.

FISCAL IMPACT

Not-to-exceed \$43,000.00.

\$21,500.00 - Sewer Enterprise Fund

\$21,500.00 - Local fiscal Recovery Fund

RECOMMENDATION

Authorize the Director of Public Works to execute an agreement with William's Electric Company for required repairs, new electrical connections, and lighting at the new corporation yard located at 655 Cal Oak Road, Oroville, CA.

ATTACHMENTS

1. Quote for Electrical services.
2. Agreement No. _____



Williams Electric Company

City of Oroville
City Of Oroville
Montgomery
Oroville, Ca 95965

(916) 705-8007
fmayo@cityoforoville.org

ESTIMATE	Item 12.
ESTIMATE DATE	Mar 25, 2024
SERVICE DATE	Mar 21, 2024
TOTAL	\$42,064.50

SERVICE ADDRESS

655 Cal Oak Rd
Oroville, CA 95965

CONTACT US

5625 Baggett Marysville Rd
Oroville, CA 95965

(530) 717-3253
wee.incorporated@gmail.com

ESTIMATE

Services	qty	unit price	amount
Fleet building Small building farthest south on lot South 5th Corp Yard	1.0	\$4,319.32	\$4,319.32
Two LED lights. One at each peak of Eve facing east and west tied to photocell existing tie into that circuit with pipe and wire Safety off unsafe electrical			
Safety off unsafe electrical South 5th Corp Yard	1.0	\$8,389.81	\$8,389.81
Remove electrical from both 2 old. Saw barns back pull wire and install traffic rated pull boxes at both locations			
Clean up extension cord, photocell and other things on switchgear Make sure all unneeded feeders from MCC are in the off position			
Truck Barn South 5th Corp Yard	1.0	\$9,861.62	\$9,861.62
Three 3 LED lights on a photocell facing on both sides with pipe and wire 3 lights facing west will be 150 watt knuckle mount Three 3 lights under the overhang will be 1x2 high bay total of 6 light Safety off unsafe electrical			

Equipment barn South 5th Corp yard	1.0	\$2,684.17	\$ Item 12.
Clean up electrical. Troubleshoot lighting Safety off unsafe electrical			
110 power tie in for laser sensor Northeast corner Thai electrical from Pole to post where laser will be mounted within 50 ft City provides trench and post	1.0	\$1,736.45	\$1,736.45
Warehouse South 5th Corp Yard	1.0	\$11,637.96	\$11,637.96
Three 3 LED lights on a photocell facing on both sides with pipe and wire 3 lights facing west will be 150 watt knuckle mount total of 6 light Electrical laser sensor northwest fence line Install pipe and wire from panel in Warehouse up to mezzanine level wherefore over to wall penetrate run pipe down exterior building tie into trench fence line. Tie into panel within 150 ft City provides trench and post Safety off unsafe electrical			
Photocells South 5th Corp Yard	1.0	\$2,763.74	\$2,763.74
Photocell for existing poles 3 east side of front yard this is to maintain constant power for the alarm laser at the end of the row pointing down front fence towards gate			
office remove and replace wall pack	1.0	\$671.43	\$671.43
city provides permit	1.0	\$0.00	\$0.00
			Services subtotal: \$42,064.50
		Subtotal	\$42,064.50
		Tax (card 3.5%)	\$0.00
		Total	\$42,064.50

We appreciate your business. All payments are due upon receipt. A 10% late fee will be added on 10 days after invoice is delivered and 10% every 30 days after that. We appreciate your prompt payment.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES

RE: CITY INVESTMENTS

DATE: MARCH 19, 2024

SUMMARY

The Council may consider investing in US Treasuries with LPL Financial where our CDs are currently held in accordance with the City's Investment Policy.

DISCUSSION

The opportunity exists to receive consistent income while maintaining safety and liquidity by investing funds in US Treasuries. The City's Investment Policy allows for 100% allocation to US Treasuries because they are backed by the US Government. As of now, there is no allocation to US Treasuries. This will help diversify the City's portfolio by adding funds to another asset class. A big reason for this is to avoid interest rate risk.

The Local Agency Investment Fund (LAIF) has seen a substantial rise in its yield; however, it is susceptible to interest rate risk. Short-term rates have likely seen the top, and interest rates will be dropping in the future. Over the next 12-18 months the probability of this is very high. When this happens, the yield on the LAIF account will drop. With the US Treasuries, there is no danger of interest rate risk. If they are held until maturity, the interest payments will stay the same. The City is considering 2-5 year maturity ranges.

On July 18, 2023, the City Council approved staff to move forward with opening an account with CLASS (California Cooperative Liquid Assets Securities System) Prime and CAMP (California Asset Management Trust) in the amount of \$10,000,000 total (\$5,000,000 each). These investment accounts were never opened and staff is requesting to redirect these funds to purchase US Treasuries in the amount of \$10,000,000.

US Treasuries have a current yield of 4.00 - 4.25%, while LAIF's current yield is 4.01% but is subject to interest rate risk in the coming months.

The City currently has approximate cash balances as follows:

Operating Account	\$ 4 million
Local Agency Investment Fund (LAIF)	\$ 53 million
LPL Financial, CD's	\$ 10 million

These investments will come from LAIF and be readily accessible for cash flow purposes anytime.

FISCAL IMPACT

\$10,000,000 investment in US Treasuries with maturities in 2-5 years

RECOMMENDATION

Adopt Resolution No.9243 – A RESOLUTION AUTHORIZING THE CITY TO INVEST \$10,000,000 IN US TREASURIES, WITH RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR – ADMINISTRATIVE SERVICES AND BRIAN RING, CITY ADMINISTRATOR AS SIGNATORIES ON THE ACCOUNT.

CITY OF OROVILLE
RESOLUTION NO. 9243

1

A RESOLUTION AUTHORIZING THE CITY TO INVEST \$10,000,000.00 IN US TREASURIES, WITH RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR – ADMINISTRATIVE SERVICES, AND BRIAN RING, CITY ADMINISTRATOR AS SIGNATORIES ON THE ACCOUNT.

4

NOW, THEREFORE, BE IT RESOLVED by the Oroville City Council as follows:

5

- 6 1. The City is hereby authorized and directed invest \$10,000,000 in US
- 7 Treasuries, and the Council authorizes Assistant City Administrator –
- 8 Administrative Services Ruth Duncan, and City Administrator Brian
- 9 Ring to be signatories on the account.
- 2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on April 2, 2024 by the following vote:

10

- AYES: 12
- NOES: 13
- ABSTAIN: 14
- ABSENT: 15

16

David Pittman, Mayor

17

APPROVED AS TO FORM:

ATTEST:

18

Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk

19

20

21

22

23

24

25

26



Memo

Date: March 11, 2024
 To: JPA Members
 From: Glen
 RE: New sewer service charge rate schedule

At our special board meeting of February 28, 2024, the Commission adopted the Bartle Wells Associates rate study and 5-year fee schedule. Following are the monthly rates and when they will be effective for the next 5 years, beginning this year, July 2024, for all users.

<u>7/1/24</u>	<u>7/1/25</u>	<u>7/1/26</u>	<u>7/1/27</u>	<u>7/1/28</u>
\$24.49	25.71	27.00	28.35	29.77

Thanks.

Glen