



CITY OF BISHOP

CITY COUNCIL MEETING AGENDA

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

MONDAY, AUGUST 12, 2024 - 5:00 PM

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

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

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

Public comments may be made:

1. In person: Members of the public desiring to speak on a matter appearing on the agenda should ask the Mayor for the opportunity to be heard when the item comes up for Council consideration (or complete a speaker card prior to the meeting). Comments for all agenda items are limited to a speaking time of three minutes unless modified by the Mayor.
2. In writing: Go to http://bishop-ca.granicus.com/ViewPublisher.php?view_id=8 to submit an "eComment" for the corresponding meeting. Please note that eComment submissions closes at 3:00 p.m. on the day of the meeting. You may also hand deliver public comments to the City drop/payment box located at the Church Street entrance to City Hall on or before the deadline noted above. Written public comments received after the deadline will be provided to the Council at the earliest possibility. Please note written public comments received will not be read aloud at the meeting.

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

1. CALL TO ORDER - 5:00 p.m. Monday, August 12, 2024
2. ROLL CALL
3. PUBLIC COMMENT PRIOR TO CLOSED SESSION

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

4. CLOSED SESSION

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

5. OPEN SESSION - 6:00 p.m. Monday, August 12, 2024

6. MOMENT OF SILENCE - As we begin tonight's meeting, please join me in a moment of silence for self-meditation, prayer, or reflection.

7. PLEDGE OF ALLEGIANCE - Mayor Pro Tem Kong will lead the pledge of allegiance.

8. ROLL CALL

9. PUBLIC COMMENT

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

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

11. DEPARTMENT REPORTS

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

A. Fire Department - Fire Chief Bret Russell

B. Police Department - Police Chief Nate Derr

C. Public Works Department - Public Works Director Nora Gamino

D. Community Services Department - Community Services Manager Dan McElroy

E. Planning Department - Assistant Planner Ana Budnyk

F. Administration - City Administrator Deston Dishion

A. Fire Department Report - Fire Chief Bret Russell

[Fire Department Report - July 2024](#)

[Information Packet - 2024](#)

[Training Photos - shared at the City Council Meeting 8 12 2024](#)

B. Police Department Report - Police Chief Nate Derr

[Police Department Report - July 2024](#)

C. Public Works Department Report - Public Works Director Nora Gamino

[Public Works Department Report - July 2024](#)

- D. **Community Services Department Report - Community Services Manager Dan McElroy**
[Community Services Department Report - July 2024](#)
- E. **Planning Department Report - Assistant Planner Ana Budnyk**
[Planning Department Report - July 2024](#)
- F. **City Administrator Report - City Administrator Deston Dishion**
[City Administrator Report - July 2024](#)

12. COUNTY OF INYO UPDATE

Presented by Second District Supervisor Jeff Griffiths

13. CONSENT CALENDAR

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

- A. **[Second Reading and Adoption of an Ordinance Amending Title 8, Health and Safety, Chapter 8.32 Smoking, Section 8.32.020 \(Definition\) and Section 8.32.030 \(Smoking Prohibition\).](#)**
Recommended Action: Council consideration to approve the second reading and adoption of the proposed ordinance (by title only).
[V2_Updated Smoking Prohibition Ordinance](#)
- B. **[Flock Camera Agreement](#)**
Recommended Action: Review and approve Flock Camera agreement to provide the City with two new surveillance cameras on City property with a cost not to exceed \$7,000.00.
[CA - Bishop PD - Law Enforcement Agreement](#)
[MSA - CA - Bishop PD - Law Enforcement Agreement](#)
- C. **Full-Time Monthly Salary Schedule - July 1, 2024 - June 30, 2025**
Recommended Action: Approve the Full-Time Monthly Salary Schedule for July 1, 2024 - June 30, 2025 as presented.
[2024-2025 Full Time Salary Schedule - 2024 8 12](#)
- D. **Planning Commission Meeting Cancellation Notice**
Recommended Action: Council is requested to receive and file the attached Planning Commission Cancellation Notice
[July 23, 2024 - Cancellation Notice](#)
- E. **Planning Commission Special Meeting Agenda**
Recommended Action: Council is requested to receive and file the attached Planning Commission Special Meeting Agenda
[July 30, 2024 - Planning Commission Special Meeting Agenda](#)
- F. **Building Permits Issued Report**
Recommended Action: Council is requested to receive and file.
[Building Permits Issued Report - July 2024](#)
- G. **Alcoholic Beverage License Application for 777 N. Main Street, Bishop, California 93514 (Owner: SALT AND CO, LLC)**

14. NEW BUSINESS

A. Sewer Line Inspection System Replacement

Recommended Action: Council consideration to approve a purchase order with Haaker Equipment Company for a new sewer line inspection system at a total cost of \$125,257.33 and authorize the Public Works Director to sign the purchase order.

[Rover X Brochure](#)

[Bid Analysis](#)

[Quote 2_low bidder_Final](#)

[Quotes](#)

B. Task Order Amendment for the West Line Water Main Replacement Project

Recommended Action: Council consideration to approve the Public Works Director to sign an amendment to existing Task Order #1 with Wood Rodgers for a revised scope as described for \$47,000 and approve a budget adjustment to the Water Fund as proposed.

[Task Order 1 Amendment](#)

[Task Order 1](#)

[2023.10.23 Staff Report](#)

C. Task Order to Update City Standards and Details

Recommended Action: Council consideration to approve the Public Works Director to sign a task order with Wood Rodgers to update the City's standards and details for a not-to-exceed fee of \$65,275 and approve a budget adjustment as proposed.

[Task Order 03_City Standards & Details Update](#)

15. FUTURE AGENDA ITEMS

16. COUNCIL AND COMMITTEE REPORTS

17. ADJOURNMENT

Monday, August 26, 2024 at 6:00 p.m. Regular Meeting in the City Council Chambers

Bishop Fire Department

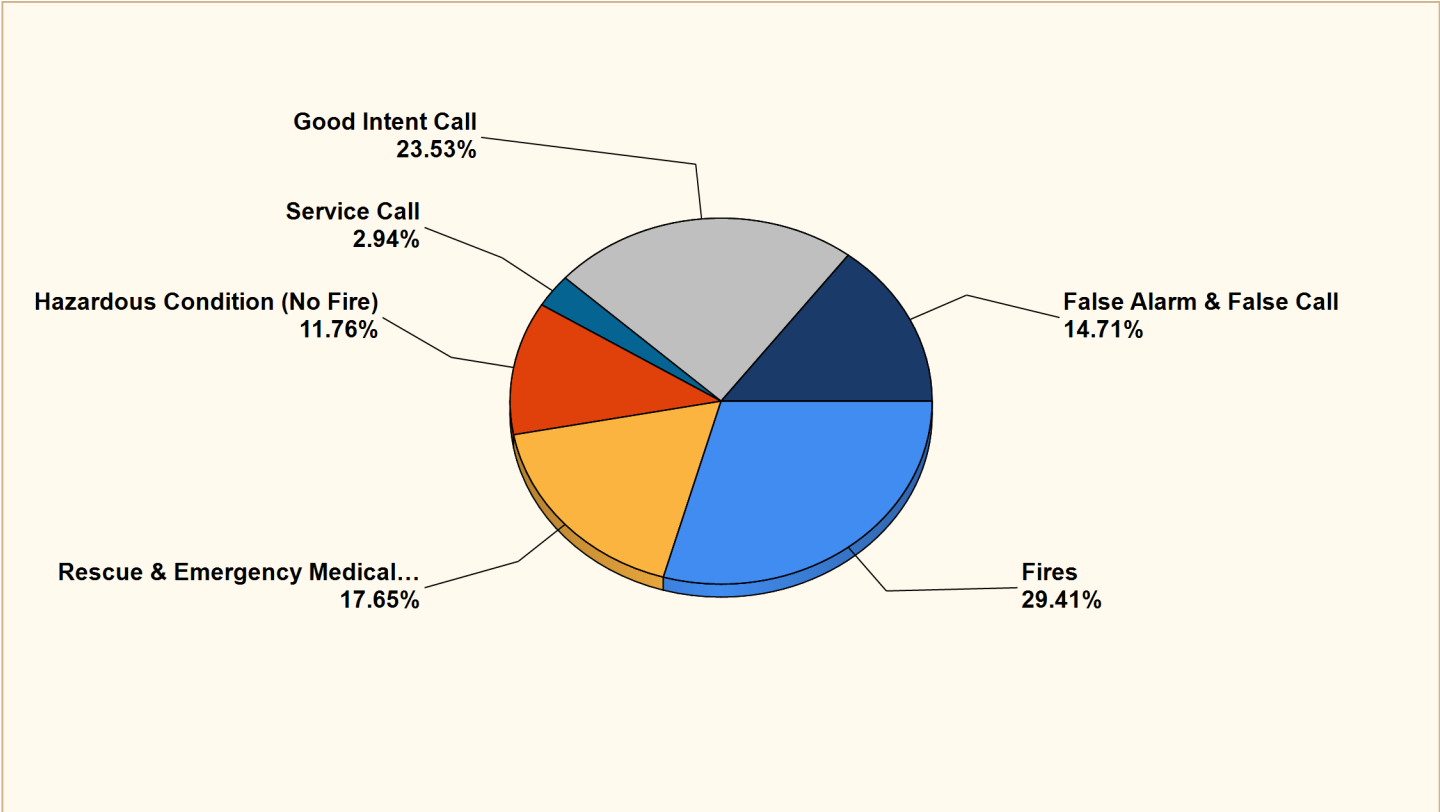
Bishop, CA

This report was generated on 8/6/2024 9:54:59 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 07/01/2024 | End Date: 07/31/2024



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	10	29.41%
Rescue & Emergency Medical Service	6	17.65%
Hazardous Condition (No Fire)	4	11.76%
Service Call	1	2.94%
Good Intent Call	8	23.53%
False Alarm & False Call	5	14.71%
TOTAL	34	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
118 - Trash or rubbish fire, contained	1	2.94%
132 - Road freight or transport vehicle fire	4	11.76%
137 - Camper or recreational vehicle (RV) fire	1	2.94%
142 - Brush or brush-and-grass mixture fire	3	8.82%
160 - Special outside fire, other	1	2.94%
311 - Medical assist, assist EMS crew	2	5.88%
322 - Motor vehicle accident with injuries	3	8.82%
361 - Swimming/recreational water areas rescue	1	2.94%
400 - Hazardous condition, other	1	2.94%
411 - Gasoline or other flammable liquid spill	2	5.88%
413 - Oil or other combustible liquid spill	1	2.94%
500 - Service Call, other	1	2.94%
611 - Dispatched & cancelled en route	7	20.59%
651 - Smoke scare, odor of smoke	1	2.94%
700 - False alarm or false call, other	1	2.94%
735 - Alarm system sounded due to malfunction	1	2.94%
743 - Smoke detector activation, no fire - unintentional	1	2.94%
745 - Alarm system activation, no fire - unintentional	2	5.88%
TOTAL INCIDENTS:	34	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



INFORMATION **PACKET**

DO YOU HAVE WHAT IT TAKES?



BISHOP FIRE DEPARTMENT

PROFESSIONALISM // RESPECT // INTEGRITY // DEDICATION // EXECUTION

WELCOME

Dear Applicant,

We welcome your application to join the Bishop Fire Department. The following Information Packet will provide you with instructions on how the application process works and what steps that you will need to take in order to complete the application process.

INTEGRITY IS PARAMOUNT

As I am sure you will agree, our organization is one in which integrity is paramount. Our reputation is directly related to the code of conduct displayed by each of our members. Our members deal directly with the public and it is important that they be concerned for the safety and welfare of the public at all times. Therefore, please be aware that we will thoroughly scrutinize the information that you provide on the membership application. We do this in an effort to provide the citizens of our city with individuals who will uphold the excellent reputation of the Bishop Fire Department.

**THANK YOU FOR YOUR INTEREST, AND WE LOOK FORWARD TO
YOU BECOMING A VALUABLE PART OF OUR CREW.**



SCAN HERE TO FILL OUT THE APPLICATION



WHAT TO EXPECT AS A FIREFIGHTER

**BEING AN EMERGENCY RESPONDER IS A REWARDING EXPERIENCE
AND AN EXTRAORDINARY WAY TO SERVE YOUR COMMUNITY.**

It takes compassion, dedication, sacrifice, leadership, and mental and physical stamina.

Being a firefighter is challenging, exciting, fun, and most of all, rewarding. Accomplishing huge tasks as a team brings a large sense of self satisfaction that keeps our members coming to the aid of others every day.

Firefighting is hazardous, and new members can expect that it will take some time to learn the trade. The first step to becoming involved is to come on down to the station and meet the crew. You will have the opportunity to watch our trainings, ask questions, and learn about who we are and what we do.

The next steps will be to fill out the application and waivers, take your physical agility test, and then an interview – if you are approved you'll go ahead and move forward. This is where your training begins. Initial education is a hybrid of on-line classes, lectures, hands-on drills, and on the job training. There's lots to learn, and this process takes close to a year.

KEEP IN MIND:

You can expect a range of calls to come in 24 hours a day, 7 days a week.

You will encounter stressors that include: car accidents, burn victims, deceased bodies, incidents involving children, being with people during their last moments, or witnessing difficult living situations.

There are outlets to support you when you need to talk about what you experienced.

Be prepared to see all walks of life; we are not here to judge people, we are here to help people on their worst day.





MINIMUM ELIGIBILITY REQUIREMENTS

**BEING A
FIREFIGHTER IS AN
AMAZING PRIVILEGE**
AND IT CAN ALSO BE
CHALLENGING

01

At least 18 years of age.

02

High school diploma or GED.

03

Valid driver's license.

04

Live within the limits of the Bishop Fire District.

05

Have lived within the Bishop Fire District for at least one (1) year.

06

Pass the physical agility test.

07

Must be able to think critically and solve complex problems during physical exertion in stressful, hazardous environments.

**Some exceptions may apply, per the fire chief's approval*



FREQUENTLY ASKED QUESTIONS

Q: Do I have to live in the volunteer department's district?

A: Yes. Some exceptions may apply, per the fire chief's approval, but in general you must live within the department's district.

Q: Are there ongoing training requirements after the initial training?

A: Yes. There is both mandatory and optional training provided year-round. BFD meets every Wednesday night from 7-9. See our upcoming events calendar for more information.

Q: What if I work during the day?

A: Many of our volunteers have full-time jobs yet still find it rewarding to serve the community as a firefighter. We are flexible with the time that you can commit, but a commitment is needed.

Q: On average how many calls does the department run a month?

A: We average 37 calls per month.

Q: What will the training and supplies cost me?

A: There is no cost to you. All necessary training, equipment, supplies and materials are paid for by the department.

Q: Do volunteers receive any sort of compensation?

A: Benefits are available to those who participate. There is a small stipend available for training and responses.

Q: What is the typical time commitment once I'm a trained volunteer?

A: Time requirements vary by need. Time commitment will depend on several factors, such as the number of calls, training, and community activities. As a new firefighter, there is a lot to learn. Expect to be busy for your first year.

ON-BOARDING PROCESS

STAGE 01

APPLICATION PERIOD

Come meet the crew, observe how the department operates.

STAGE 02

A one (1) year PROBATIONARY PERIOD

Complete a one (1) year probationary period where you will learn the foundations of being a firefighter while you finish your taskbook.

STAGE 03

FULL FIREFIGHTER STATUS

Probationary status removed, and the learning continues.



PHYSICAL AGILITY TEST

Firefighters must have the agility and physical strength to do prolonged and arduous work under adverse conditions. This test will be taken wearing a structure jacket, helmet, gloves, and air pack. You will have 10 minutes to complete this test. No running will be allowed - fire ground pace only.



WE WANT YOU TO SUCCEED.

The CPAT is designed to inform and prepare candidates for what duties they will encounter as a firefighter. Being a firefighter is a physically demanding job and extremely fulfilling. We want you to succeed. Before your test, you will be walked through each event and advised on how to complete each task. Candidates will be accompanied by a test proctor. You may ask any questions before and during each event, but please note, the time does not stop. Each event must be completed exactly as prescribed and within the allotted time in order to pass the test.

01

Ladder

Pick up 14 foot ladder, carry (shoulder or suitcase) it to the designated spot, perform a single person ladder raise and stabilize the ladder against the building. Once stabilized, you may proceed to the next event.

02

Tool Carry

Pick up one tool in each hand and begin walking the designated course. At the end, place the tools back on the ground and proceed to the next event.

03

Stair Ascent with Apartment Pack

Pick up the apartment pack and place over your shoulder. Begin walking up to the third story of the tower. One hand must be on the rail at all times. You may skip steps on the way up. Once at the third story window place the apartment pack in the designated spot and proceed to the next event.

04

Hose Aloft

Grab the rope at the window and begin pulling up the hose. Bring the rolled hose into the window and touch it to the ground. Once completed, you must lower the rolled hose back to the ground level. You may not allow the rope to slide through your hands. Once on the ground, you may proceed to the next event.

05

Stair Descent with Apartment Pack

Pick up the apartment pack, place over your shoulder and begin walking back down the stairs. One hand must be on the rail at all times. You may not skip any steps. Once at the bottom place the apartment pack in the designated spot and proceed to the next event.

06

Charged Line

Pick up the charged line, open the bale, knock off the ball on the first cone. Close the bale, drag the charged line to the first cone, repeat procedure knocking off the ball on the second cone. Once the second ball has been knocked off, set down the line and proceed to the next event.

07

Tire Strike

Pick up the sledgehammer and begin striking the tire - 20 times. You must re-set after each strike. If you "half-strike" or miss the tire, that strike will not be counted. The proctor will count your reps out loud. Once you hit your 20th strike, the test is complete.





NEED TO KNOW

OBSERVATION PERIOD

Gear, pagers, and training will be provided once you become a member.

The Bishop Fire Department is an equal opportunity employer and will not discriminate against any applicant due to age, race, sex, religion, and national origin or due to nonmerit factors.

EXPECTATIONS

DURING THIS PERIOD YOU ARE EXPECTED TO:

- Attend trainings.
- Be an observer to the Bishop Fire Department activities and requirements.
- Ask questions and be interactive.

RESTRICTIONS

DURING THIS PERIOD YOU ARE NOT ALLOWED TO:

- respond to calls.
- be unattended at the station.

TRAINING SCHEDULE

FOLLOWING IS OUR TRAINING SCHEDULE.
SUBJECT TO CHANGE.

EVERY WEDNESDAY *Training*

**3RD TUESDAY
OF THE MONTH** *Work Night*

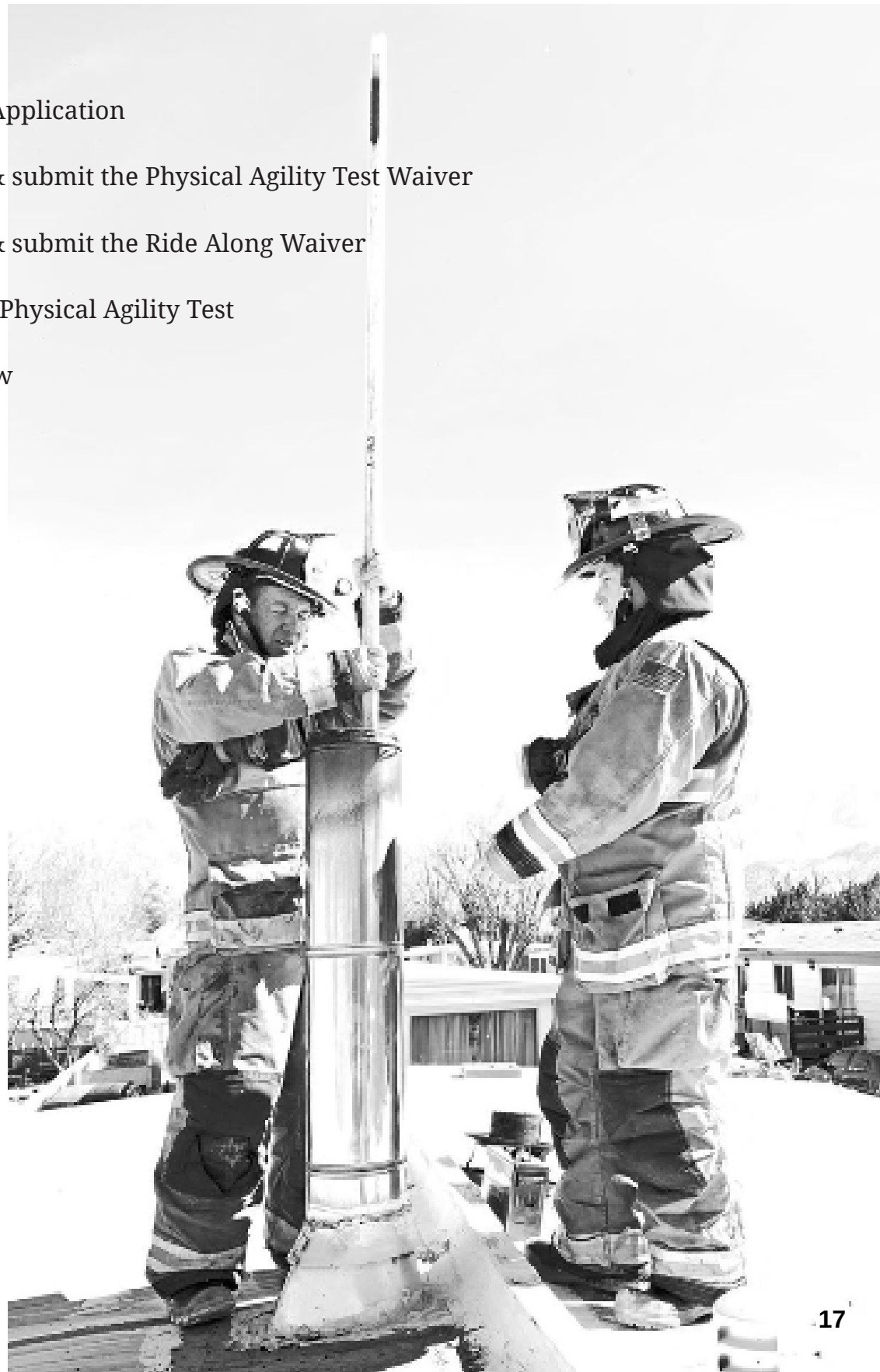
NOTE OF EXCEPTION:
If there is a 5th wednesday within the month, no training will be held.

NEXT STEPS

CHECKLIST

TASK

- ☐ Submit Application
- ☐ Fill out & submit the Physical Agility Test Waiver
- ☐ Fill out & submit the Ride Along Waiver
- ☐ Pass the Physical Agility Test
- ☐ Interview



TRAINING

City Council Meeting August 12, 2024

NADS-603
6"DISPLAY SHELLS
6"BLUE PEONY W/COCONUT PISTIL WITH
SILVER TAIL
6"椰芯蓝牡丹升银尾
03E22

COMPANY NAME: Pyro Spectaculars, Inc
ADDRESS: 3196 N. Locust Street.
Riverside, CA 92507
PRODUCING DATE: Nov 20, 2022
MADE IN CHINA
MANUFACTURER: NEW-ART PYRO

















BISHOP FIRE DEPARTMENT

Quince-Landis

LOWER BLVD
WEEK LANE













Bishop Police Department

July 2024 End of Month Report

		JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
	TOTAL INCIDENTS	1106	985	1057	1093	1277	1130	1227					
	CALLS FOR SERVICE	625	583	612	660	778	749	745					
	OFFICER INITIATED INCIDENTS	481	402	445	433	499	381	482					
	TRAFFIC STOPS	78	60	72	44	33	27	53					
	OTHER OIA INC.	403	342	373	389	466	354	429					
	BUS/BUILDING CHECKS	2	10	4	6	6	4	5					
	VEH/PED CHECKS	42	33	24	31	42	36	72					
	TOTAL OFFICER REPORTS	87	74	88	78	87	91	101					
	ACCIDENT	3	0	1	1	4	2	6					
	CRIMINAL ACCIDENT	3	2	6	7	6	2	2					
	FELONY	22	18	14	20	14	15	23					
	INFORMATION	23	28	31	22	31	32	28					
	INFRACTION	0	0	0	0	0	1	0					
	MISDEMEANOR	31	26	36	28	32	39	42					
	TC WITH INJURIES	1	1	0	1	2	2	1					
	TC NO INJURIES	5	1	7	7	8	2	8					
	TOTAL MISDEMEANOR & FELONY ARRESTS	21	15	26	23	16	20	34					
	MISDEMEANOR ARRESTS	13	7	18	11	14	16	23					
	ADULT	13	7	18	11	14	16	23					
	JUVENILE	0	0	0	0	0	0	0					
	FELONY ARRESTS	8	8	8	12	2	4	11					
	ADULT	8	8	8	11	2	4	11					
	JUVENILE	0	0	0	1	0	0	0					
	CITATIONS	73	48	68	41	45	47	54					
	MOVING	21	7	17	8	8	7	13					
	NON-MOVING	42	17	33	22	15	23	16					
	CRIMINAL	10	24	18	11	22	17	25					

		JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
DISPATCH PHONE ACTIVITY													
911 CALLS		180	167	193	214	286	256	237					
	INBOUND	169	161	186	205	272	251	226					
	ABANDONED	11	6	7	9	14	5	11					
ADMINISTRATIVE CALLS		1107	923	1060	1302	1262	1244	1123					
	INBOUND	776	656	743	850	848	848	790					
	OUTBOUND	325	260	317	445	404	390	325					
	ABANDONED	5	7	0	7	10	6	8					



*Small Town with a
Big Backyard!*

CITY OF BISHOP

377 West Line Street - Bishop, California 93514

Post Office Box 1236 - Bishop, California 93515

760-873-8458 publicworks@cityofbishop.com

www.cityofbishop.com

Public Works Report

July 2024

Water

1. Water consumption for the month was down 9% compared to July 2013.
2. Took monthly bacteria samples.
3. Checked static water levels at Wells #1, #2 and #4.
4. Continued to work with Wood Rodgers on the design for the W. Line water main replacement project.
5. Continued with backflow testing.
6. Installed valve box at 506 Grove Street.
7. Cut up and removed locust tree that fell on fence at the storage tank site. Repaired the fence.

Sewer

1. Performed video inspections of various sewer mains for evidence of inflow, infiltration, and damage.
2. Poured concrete pad and installed sewer flow meter control panel at the East end of Clarke Street.
3. Cleaned problem sewer mains.
4. Pulled weeds at the WWTP and pulled tumble weeds out of Pond #1.
5. Replaced 27 feet of damaged 4" sewer main on the North end of Hammond Street.
6. Periodically check the diversion manhole for obstructions.
7. Mowed pastures and continued with irrigation within the WWTP effluent discharge area.
8. Continued to serve as the Administrator for the Bishop Area Wastewater Authority.
9. Sprayed weeds along irrigation ditches at the WWTP.



*Small Town with a
Big Backyard!*

CITY OF BISHOP

377 West Line Street - Bishop, California 93514

Post Office Box 1236 - Bishop, California 93515

760-873-8458 publicworks@cityofbishop.com

www.cityofbishop.com

Streets

1. Routinely checked the Sierra Bike Path for trash and debris.
2. Washed the thermo plastic school crossings on Home Street and painted yellow cross walks around all schools in preparation for the start of school in August.
3. Pulled weeds along MacIver and Spruce Street and Wye Rd shoulders.
4. Replaced damaged street signs at various locations.
5. Trimmed low hanging tree branches along City streets, sidewalks, and signs.
6. Patched potholes and gutters along City streets.
7. Swept City streets and parking lots.

Miscellaneous

1. Provide weekly safety meetings for PW crew.
2. Marked city utilities for Dig Alert tickets.
3. Performed routine maintenance on Public Works fleet.
4. Continued to work with Control Point Engineering to complete the fine tuning of the new SCADA System.
5. Mowed Field behind City Park and along Sierra Street Bike Path.
6. Provided signage and generator for the Bishop Market on Church Street.
7. Set up road closures on Hanby and Spruce Street for the 4th of July Fire Work Show at the City Park.



*Small Town with a
Big Backyard!*

CITY OF BISHOP

377 West Line Street - Bishop, California 93514

Post Office Box 1236 - Bishop, California 93515

760-873-8458

www.cityofbishop.com

Community Services Report

July 2024

Programs

1. After School Stay and Play program is operating at the Elm Street School, Monday through Friday. After School Stay and Play is not operating during the Summer session. Registration for 2024 School Year is now closed. The Stay and Play program is full, with a waiting list. Staff will prepare the Classroom the first week in August for the first day of school on August 15th.
2. The Bishop Park Pool is open for Public swim, Swim Lessons, Swim Team, Swim Parties, and Lap Swim. The Park Pool Swim Lessons are well attended. Conducted Lifeguard certifications and trainings for all new staff for operations, swim lessons, and special needs participants that attend our programs. The Bishop Park Pool hosted the annual employee swim and BBQ.
3. Kids Night Out will have a break for the summer and will pick back up in the fall.
4. Gymnastics sessions are closed. Staff is planning our Fall Session for September.
5. Summer Camps are full, with waiting lists. We are wrapping up the summer with Playhouse Camp with the Winnie the Poo themed performance at the Bishop Union High School Auditorium.
6. Senior Yoga class continues to be successful. Hosted at the City Auditorium on Mondays and Wednesdays at 10am.
7. City League Softball has wrapped up our regular season and are moving into playoffs with Men's Division, A Division, and B Division.
8. Adult Co-ed Soccer registration is open, with league play beginning on August 17th.

Parks and Facilities

1. Softball and Baseball field prep on fields 2 and 4 for travel teams.
2. City League Softball use of field 1.
3. Spring/Summer Soccer use on field 6.
4. Preparations for Fall Soccer, layout and stripping of 12 soccer fields.
5. Clean up and irrigation repairs to landscape at Gear exchange.
6. Installed Foul Ball signage on Spruce Street.
7. Purchased new mower.
8. Seasonal cleaning of flower beds on Main Street.
9. Seasonal routine maintenance of all mowing and landscape equipment.
10. Daily maintenance of the City Park Pool.
11. Daily routine of trash and cleaning of restrooms.
12. Cleaned debris from the creek, pond, and fountain.
13. Use of blower on Main Street Mondays and Fridays.
14. Seasonal adjustments made to all City irrigation and City Park. As we move into Summer, Irrigation systems will be Audited for function and set for operation.
15. Completed work on the pump house at the Park pool. Items to address are routine pump maintenance, filtration, heating units, and leaks in the pump inlet.
16. Summer tree trimming at the City Park is ongoing. Eastern Sierra Tree Service continues to perform safety trimming.
17. Worked with Bike Park Group on moving old materials for the Bike Park Area, to facilitate track construction. Phase one pump track is complete and work has begun on the skills area.
18. Worked with Little League organization for Field Lighting Project.
19. Maintenance of Flower Baskets on Main Street and Warren Street.
20. Repaired multiple irrigation lines on Main Street, City Hall, and at the City Park.

21. Hired 2 new seasonal staff members for the summer.
22. Repairs were made to the Talmage Park restroom from vandalism.
23. Mowed and cleaned weeds around the Community Garden and Field 6.
24. Aeration and fertilizer of the City Park including all Sports fields, in preparation for Fall Soccer.

Sunrise

1. Daily routine of trash, debris, and inspections.
2. Collected rents and payments for utilities.
3. Weekly routine maintenance of all lawns, landscapes, and common areas.
4. Began planning process of street and sidewalk replacement. Consultant has begun general design. Design is complete. We are seeking funding to complete this project.
5. Irrigation of common areas and the front of all units has begun.
6. The use of Organic Cat-Mase to mitigate feral cats.
7. Worked with Optimum to supply new internet services.

Budget/Administrative

1. Held weekly staff meetings Tuesdays and Wednesdays.
2. Attended by-weekly City Council meetings.
3. Attended weekly Department Head Meetings.
4. Purchase of new mower for City Park. This item was accounted for in the 2024-2025 budget.

5. Vehicle surplus of the City Park Ford F-150 to the Bishop Unified School District.
6. Organized all Youth Sports Organizations on the use of Sportsites for schedules and games.
7. Conducted Coed Soccer managers meeting to discuss upcoming season.
8. Conducted a review of public comments for the Public Workshop City Park Master Plan.
9. Communication with Bishop Area Bike Organization for the installation and maintenance of the Bike Park. Phase one Pump Track is complete, and the group has begun work on the Skills Track.
10. Meet with Southern California Edison to discuss the Electrical Design for the Field 6 Enhancement Project. Prepared supporting documents for future installation of the Field 6 Electrical Service. Waiting for the Inyo County Budget approval to seek funding for this project.
11. California Urban Greening Grant has been awarded to the City of Bishop, coordination with the Friends of the Eastern Sierra Community Gardens. Began drafting plans for bidding documents. Facilitated meeting with Community Gardeners to address Irrigation Plans and Pergola Plans.
12. Worked with Little League Organization and DWP for the Field Lighting project. This Project will allow for lights on fields 2, 3, and 4. Little League, DWP and Southern California Edison will work together to provide lights, starting with field 3. Plan for the Electrical are being developed and will be submitted for inspections.
13. Scheduling of outside events and parties hosted at the Bishop City Park facilities.

Events

1. Hosted the Friday Night Market at The Academy Street venue.
2. Preparations for Hispanic Heritage Day.
3. Preparations for Inyo-350 hosted at the Bishop City Park
4. Preparations for Fall Colors Car Show hosted at the Bishop City Park.



*Small Town with a
Big Backyard!*

CITY OF BISHOP

377 West Line Street - Bishop, California 93514

Post Office Box 1236 - Bishop, California 93515

760-873-8458 publicworks@cityofbishop.com

www.cityofbishop.com

Planning Department Report

July 2024

1. Coordinated the scope of the regional housing assessment study.
2. Provided review for Eastern Sierra Jobs First Strategic Plan. Developed RFP project ideas in collaboration with Inyo County. Participated in Eastern Sierra Jobs' First meeting in Bishop and Mammoth, and office hours. Submitted 1 project for technical assistance related to Infrastructure Assessment to Expand Recreational Tourism.
3. Downtown Bishop Parkways Project (Whitney Alley): reviewed resubmitted documentation from Stantec Engineers, covering 60% of the construction documentation.
4. Worked with ESCH and HCD on CDBG and HOME program reporting.
5. Prepared presentation materials for the East Line Bridge Replacement Project for the Planning Commission meeting.
6. Conducted additional public outreach for the Prohousing Designation Program.
7. Worked with the applicant on an SB9 subdivision, should be completed in the next few weeks.
8. Worked with the applicant on a housing remodel application for 275 May St.
9. Attended the meeting with Graphic Solutions to kick off the Branding and Wayfinding project.
10. Submitted yearly reporting for the PLHA program.
11. Facilitated the Planning Commission Public Hearing to approve the variance for the increased signage height at 777 N Main St, for Salt airstream retail space.



*Small Town with a
Big Backyard!*

CITY OF BISHOP

377 West Line Street - Bishop, California 93514

Post Office Box 1236 - Bishop, California 93515

www.cityofbishop.com

City Administrators Report

July 2024

1. Continue to work with Inyo, Mono and the Town Of Mammoth on a regional Housing Study. Each entity appointed one staff member to drive the project. This group meets weekly.
2. Finance Director Aukee and I met with Tawni Thomson of the Bishop Visitor Center to discuss a more useful agreement that allows for Chamber funding.
3. Continued to work with AP Triton for the EMS effort. Provided necessary data and documents for them to develop a model.
4. Met with Friends of the Fair and discussed the Friday Night Markets and how to bolster them and make the event sustainable.
5. Met with Inyo County CAO Nate Greenberg to discuss EMS and the County owned Jay Street property.
6. Met with City Staff to discuss the viability of the projects that have been brought forward in the California Jobs First program.
7. Continued the effort to develop a strategic plan for City owned properties and a city-wide parking study with Wood Rogers.
8. Continue to work closely with Rojas Communications to monitor Earmarks and active grant applications.
9. Attended the Bishop Rural Fire Protection District's board meeting.
10. Met with Patricia Robertson of Mammoth Lakes Housing to develop a plan to move the housing project known as Silver Peaks forward.
11. Continue to routinely meet with Adam Perez to discuss LADWP land that can be made available for housing and commercial.
12. Continue to meet with Assistant City Attorney Russel Hildebrand and a development group out of Pasadena to develop a plan to move properties acquired from LADWP forward as soon as possible when sale is completed.

13. Continued meeting with each department within the city to discuss strategies to manage their department more efficiently and effectively.
14. Continued to work closely with the Personnel Department, Risk Management and California Joint Powers Authority to manage claims within the city.
15. Met individually with City Council members on a weekly basis.
16. Facilitated weekly Department Heads meetings.
17. Worked closely with Personnel to navigate several personnel issues.



Agenda Item: 13.A
Date of Meeting: August 12, 2024
Department: Police

STAFF REPORT

To: City Council
From: Nate Derr
Subject: **Second Reading and Adoption of an Ordinance Amending Title 8, Health and Safety, Chapter 8.32 Smoking, Section 8.32.020 (Definition) and Section 8.32.030 (Smoking Prohibition).**
Prepared On: August 5, 2024
Attachments: V2_Updated Smoking Prohibition Ordinance

Background/History:

By combining education, regulation, and community support, the City can create a balanced approach to marijuana legalization that respects individual choices while safeguarding those who do not partake, particularly the youth.

A public notice was recorded in the Inyo Register on May 30th to comply with the law.

The first reading and introduction of the proposed ordinance was held on the June 10, 2024 City Council meeting. Per Council's request the proposed ordinance was modified as attached.

Analysis/Discussion:

By incorporating these elements, the ordinance will not only comply with California Health and Safety Code 11362 but also effectively safeguard youth and respect the preferences of those who do not partake in marijuana use.

Economic Impacts:

N/A

Budget Impacts:

N/A

Legal Review:

City Attorney Pucci has reviewed this item and finds it complies with the law.

Recommended Action:

Council consideration to approve the second reading and adoption of the proposed ordinance (by title only).

Approved By: Ethan Aukee 8/5/2024
Approved By: Robin Picken 8/5/2024
Approved By: Deston Dishion 8/6/2024
Approved By:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, TO AMEND TITLE 8, HEALTH AND SAFETY, CHAPTER 8.32 SMOKING, SECTION 8.32.020 (DEFINITION) AND 8.32.030. (SMOKING PROHIBITION)

WHEREAS, Bishop Municipal Code Chapter 8.32 Smoking, Section 8.32.020 (Definitions) and 8.32.030 (Smoking Prohibited) only discusses a ban on smoking tobacco; and

WHEREAS, the California Health and Safety Code section 11362.3(a)(1) and (a)(2) prohibits the “smok[ing] and ingest[ing] cannabis or cannabis products in a public place” as well as, “smok[ing] cannabis or cannabis products in a location where smoking tobacco is prohibited;” and

WHEREAS, the City desires to these amendments to be made to the Bishop Municipal Code to be compliant with the California Health and Safety Code and disallow any smoking of any kind.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP DOES ORDAIN AS FOLLOWS:

SECTION 1. Findings. The City Council finds, determines and declares:

1. A duly-noticed public hearing has been conducted by the City Council to consider the Amendment to Chapter 8.32 Smoking, Section 8.32.020 (Definitions) and 8.32.030 (Smoking Prohibited).

SECTION 2. Section 8.32.010 – Purpose is deleted, and a new language is added to read as follows:

This chapter recognizes the right of the residents and visitors to the City to be free from unwelcome secondhand smoke, which is deemed to be a public nuisance. The purpose of this chapter is to promote and protect the public health, safety, and general welfare by prohibiting smoking in public places which, includes City facilities and on City property where persons will be exposed to unwelcome secondhand smoke and also the risks and dangers associated with fires. This chapter is further intended to ensure a cleaner and more hygienic environment for the City, its residents and visitors, and its natural resources.

SECTION 3. Section 8.32.020 (D) - Definitions is amended to read as follows:

D. Smoke or smoking means and includes any of the following:

1. The consumption of gases, particles, or vapors released into the air as a result of combustion, burning, inhalation, vaporization, or other forms of breathing in any plant or unregulated drug products, including but not limited to tobacco and cannabis, intended for human inhalation.
- 2.
3. The holding or carrying of a lighted or electronically charged smoking device; or
4. Emitting or exhaling the smoke or vapor directly from a cigar, cigarette, pipe, joints, electronic cigarette or any other lighted smoking device or substance.

SECTION 4. Section 8.32.030 - Smoking Prohibited is amended to read as follows:

Smoking is prohibited and unlawful within all areas posted as a "no smoking" area by the city by signs of sufficient number and posted in such locations as to be readily seen by persons within such area, including, but not limited to:

- A. Public facilities as defined in section 8.32.020.
- B. Within any park.
- C. Within 50 feet of any park perimeter, provided that if any such perimeter encroaches on private property, this section's prohibition shall not apply to the private property. This prohibition shall also not apply to persons and vehicles in route along the public streets and sidewalks.
- D. Within the parking lot and enclosed fenced areas of all city-owned sports facilities, grounds or structures.
- E. Within the parking lot and enclosed fenced areas of city-owned community gardens.

The prohibitions set forth in this section apply to walking or riding on a street, sidewalk, or city rights-of-way, so long as the person smoking is in or upon any of the places where smoking is prohibited by this article.

This section shall be construed broadly, to the extent authorized by law, to effectuate the purpose of providing a smoke- and drug-free environment in places where the public, and particularly children, may be exposed to unwanted and potentially harmful second-hand smoke and vapors. The restrictions set forth in the section are in addition to, and not exclusive of, any other restrictions set forth in any other state or local law or regulation.

SECTION 5. COMPLIANCE WITH CEQA. Adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines [14 CCR § 15061(b)(3)] because this ordinance does not have the potential to cause a significant effect on the environment.

SECTION 6. INCONSISTENCIES. Any provision of the Bishop Municipal Code or appendices thereto inconsistent with the provisions of this ordinance, to the extent of such inconsistencies and or further, is hereby repealed or modified to the extent necessary to affect the provisions of this ordinance.

SECTION 7. SEVERABILITY. If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses or applications of this ordinance that can be implemented without the invalid provision, clause or application; and to this end, the provisions of this ordinance are declared to be severable.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be in full force and effect commencing thirty (30) days after its final adoption and a summary hereof shall be published once within fifteen (15) days in The Inyo Register, a newspaper of general circulation printed and published in the County of Inyo and circulated in the City of Bishop and hereby designated for that purpose by the City Council.

SECTION 9. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published in the manner and form provided by law in the Inyo Register, a newspaper of general circulation printed and published in the City of Bishop, State of California, which said newspaper is hereby designated for that purpose.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2024.

Jose Garcia, Mayor

Attest:

By: _____
Robin Picken, City Clerk



Agenda Item: 13.B
Date of Meeting: August 12, 2024
Department: Police

STAFF REPORT

To: City Council
From: Nate Derr
Subject: **Flock Camera Agreement**
Prepared On: August 7, 2024
Attachments: CA - Bishop PD - Law Enforcement Agreement
MSA - CA - Bishop PD - Law Enforcement Agreement

Background/History:

The City of Bishop currently has City Properties with no video surveillance. One of those properties is the City parking lot on Warren occupied by Tesla Chargers. The addition of the Tesla charging stations without restroom facilities has caused numerous complaints from local residents and businesses of public defecation and urination in this area.

The second camera would be placed at Talmage park. This City property has seen several vandalisms over the past years costing the City and tax payers unnecessary monetary lose. Most recently there was a \$1,500.00 hand dryer removed from the wall and broken, additionally vandalism to the locking mechanism of the men's bathroom door caused a patron to be locked in the bathroom for 30 minutes while a lock smith had to respond to open the door and let the patron out.

The Police Department has conducted extra patrols in these areas, however we are unable to monitor these areas 24 hours a day without proper surveillance cameras.

The installation of surveillance cameras at these locations will provide a proactive approach to addressing public concerns and preventing further incidents. By investing in these measures, the City can enhance safety, reduce vandalism, and improve overall community satisfaction.

Analysis/Discussion:

While researching and obtaining quotes for cameras systems, it was identified that Flock safety has become the industry standard for Law Enforcement through-out the country. This system would allow the Bishop Police Department to access Flock data from through-out the state and country leading to more efficient investigations and a higher case closure. Recently Mammoth Lakes approved eight Flock products and this would allow us to share data with them and vis versa with a simple login.

Implementing Flock Safety cameras will not only address the current issues at the City parking lot and Talmage Park but also enhance overall investigative capabilities through broader data access and collaboration. This investment in advanced surveillance technology aligns with modern law enforcement practices and supports community safety and efficiency.

Economic Impacts:

This is a one-year contract that can be renewed year over year. Although not specifically budgeted for this fiscal year (24/25) the cost able to be expensed out of current funds.

Budget Impacts:

Public Works, Community Services and the Police Department have agreed to share the overall cost for this project for this fiscal year (24/25), with plans to include this as a budgeted item for next fiscal year (25/26) if the City plans to renew the contract. The below expense accounts would need to be increased as indicated.

General Fund, Police Department, IT (001-020-52045): \$2,266.67

General Fund, Parks & Recreation, IT (001-031-52045): \$2,266.67

General Fund, Streets, IT (001-023-52045): \$2,266.66

Legal Review:

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

Recommended Action:

Review and approve Flock Camera agreement to provide the City with two new surveillance cameras on City property with a cost not to exceed \$7,000.00.

Approved By: Ethan Aukee 8/7/2024

Approved By: Robin Picken 8/7/2024

Approved By: Deston Dishion 8/7/2024

Approved By:

Flock Safety + CA - Bishop PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Caroline Fraher
caroline.fraher@flocksafety.com
3108443659

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features	
Simplified Search	Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include: • Vehicle make • Body type • Color • License plates ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition • Decals • Bumper stickers • Back racks • Top racks
National and Local Sharing	Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases: <i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i>
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

Video	
Dramatically increase the effectiveness of your investment in vehicle recognition by layering live video. Live video streaming and retention provide officers more context before arriving on the scene of an incident (i.e., enhanced situational awareness) and more substantial evidence during post-incident case resolution, promoting safety and crime reduction. Display live video streams, retain video footage, and sift through video footage from third-party and Flock Safety video cameras.	
Flock Safety Wing™ Integration	Flock Safety Condor™ Video
Integrate third-party live video streams to bolster LPR effectiveness with situational awareness. Build better cases with a built-in video management system (VMS). Collect and manage video evidence with 7-day footage retention, instant replay, and downloadable MP4 evidence.	Access real-time and recorded video with a video-as-a-service subscription. Respond to incidents more confidently and solve more crime without managing hardware procurement, installation, or infrastructure and IT maintenance.

Your Flock Safety Team	
Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.	
Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.



EXHIBIT A
ORDER FORM

Customer: CA - Bishop PD
Legal Entity Name: CA - Bishop PD
Accounts Payable Email:
Address: 207 W Line St Bishop, California 93514

Initial Term: 12 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$6,500.00
Flock Safety Video Products			
Solar Condor TM Fixed	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	2	\$300.00

Subtotal Year 1: \$6,800.00
Annual Recurring Subtotal: \$6,500.00
Estimated Tax: \$0.00
Contract Total: \$6,800.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$6,800.00
Annual Recurring after Year 1	\$6,500.00
Contract Total	\$6,800.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
One-Time Fees	Service Description	
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.	
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - Bishop PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”). This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.14 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.15 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.16 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for

malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“**Service Suspension**”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information,

content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the

foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or

third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION

11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the

chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

DRAFT

CITY OF BISHOP
MONTHLY SALARY SCHEDULE
July 1, 2024 - June 30, 2025

DRAFT**ADMINISTRATION**

Position	Step 1	Step 2	Step 3	Step 4	Fixed
City Administrator	Approved by Council 7/22/24				\$15,361-\$14,629
Assistant to the City Administrator (Not Filled)	\$7,811	\$8,592	\$9,364		
City Clerk					\$8,649
Personnel/Payroll & Benefits Specialist	Correction (prior approved Salary Schedule did not include 4% COLA for 24/25 FY)				\$8,161
Executive Secretary/Assistant City Clerk (Not Filled)	\$5,578	\$6,138	\$6,751	\$7,426	

FINANCE DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Finance Director	\$8,649	\$9,514	\$10,464		
Accounting Secretary/Budget Manager (Not Filled)	\$5,579	\$6,138	\$6,751	\$7,426	
Administrative / Accounting Assistant	\$4,419	\$4,863	\$5,347	\$5,884	

COMMUNITY SERVICES DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Community Services Director (Not Filled)					\$11,622
Community Services Manager					\$7,845
Community Services Administrative Assistant	\$4,419	\$4,863	\$5,347	\$5,884	
Parks Supervisor	\$4,573	\$5,032	\$5,534	\$6,514	
Recreation Supervisor (Not Filled)	\$4,573	\$5,032	\$5,534	\$6,514	
Parks Facilities Lead Worker	\$4,155	\$4,571	\$5,027	\$5,531	

FIRE DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Fire Chief					\$11,622
Deputy Fire Chief (Not Filled)					\$10,105
Assistant Fire Chief	\$3,557	\$3,912	\$4,304	\$4,734	
Fire Prevention Officer II (Not Filled)	\$5,211	\$5,734	\$6,307	\$6,940	
Fire Prevention Officer I	\$4,573	\$5,032	\$5,534	\$6,087	
Administrative Assistant	\$4,419	\$4,863	\$5,347	\$5,884	

POLICE DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Chief					\$13,520
Lieutenant					\$10,105
Sergeant	\$7,583	\$8,341	\$9,175		
Corporal	\$6,759	\$7,435	\$8,178		
Police Officer	\$6,202	\$6,891	\$7,659		
Police Officer in Training	\$4,685	\$5,152	\$5,669		
Community Services Officer	\$4,419	\$4,863	\$5,347		
Police Records Clerk	\$4,419	\$4,863	\$5,347	\$5,884	
Police Services Technician	\$4,471	\$4,918	\$5,410	\$5,951	
Senior Communications Operator	\$5,152	\$5,668	\$6,235	\$6,858	
Communications Operator	\$4,258	\$4,685	\$5,152	\$5,669	

PUBLIC WORKS DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Public Works Director					\$12,662
Public Works Superintendent (Not Filled)					\$9,926
Public Services Officer (Not Filled)	\$5,896	\$6,485	\$7,132	\$7,846	
Public Works Supervisor	\$5,896	\$6,485	\$7,132	\$7,846	
Lead Maintenance Worker	\$5,211	\$5,734	\$6,307	\$6,940	
Maintenance Worker	\$4,573	\$5,032	\$5,534	\$6,087	
Public Works Secretary	\$4,419	\$4,863	\$5,347	\$5,884	

PLANNING DEPARTMENT

Position	Step 1	Step 2	Step 3	Step 4	Fixed
Senior Planner (Not Filled)					\$7,687
Assistant Planner	\$5,211	\$5,734	\$6,307	\$6,940	

Cost of Living Adjustments for Miscellaneous, Mid-Management, Management, and Bishop Police Officers Association contracts for Fiscal Years as follows:
2024/2025 - 4%

For all Step Classifications -Step Increases occur annually with one year in between each step based on successful employee evaluations.

Approved by Council on:



City of Bishop Planning Commission

There will be no Planning Commission Meeting
July 23, 2024

The next regularly scheduled meeting will be
August 27, 2024

Bishop City Council Chambers
301 West Line Street
Bishop, CA 93514
(760) 873-8458



CITY OF BISHOP

PLANNING COMMISSION MEETING

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

TUESDAY, JULY 30, 2024 - 6:00 PM

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

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

1. Attending this meeting in person at the City of Bishop City Council Chambers located at 301 West Line Street in Bishop, California.
2. Observing this meeting live from the City of Bishop website at: https://www.cityofbishop.com/government/planning_commission/index.php

Public comments may be made:

1. In person: Live at the meeting. Members of the public desiring to speak on a matter appearing on the agenda should ask the Chair for the opportunity to be heard when the item comes up for Commission consideration. Comments for all agenda items are limited to a speaking time of three minutes.
2. In writing: Please email publicworks@cityofbishop.com and write "Public Comment" in the subject line. In the body of the email, include the item number and/or title of the item as well as your comments. All comments received by 2:00 p.m. will be emailed to the Planning Commissioners and included as an attachment under the Agenda's Item Number as "Public Comment" prior to the meeting. You may also hand deliver public comments to the City drop/payment box located at the Church Street entrance to City Hall on or before the deadline noted above.

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

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in this meeting, please contact the City Clerk at 760-873-5863 Extension 24. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102.35.104 ADA Title II].

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PUBLIC COMMENT: NOTICE TO THE PUBLIC** : This time is set aside to receive public comment on matters not calendared on the agenda. When recognized by the Chairman, it is requested that you please state your name and address for the record and please limit your comments to three minutes. Under California law the Planning Commission is prohibited from generally discussing or taking action on items not included in the agenda; however, the Planning Commission may briefly respond to comments or questions from members of the public. Therefore, the Planning Commission will listen to all public comment but will not generally discuss the matter or take action on it.
5. **CONSENT CALENDAR NOTICE TO THE PUBLIC**: All matters under the Consent Calendar are considered routine by the Authority and will be acted on by one motion.
 - A. Planning Commission Meeting Minutes
[April 9, 2024 - Special Meeting Minutes](#)
6. **NEW BUSINESS**
 - A. **Discussion and Public Comment on City of Bishop Prohousing Application**
Recommended Action: None
[Prohousing Designation Program Application - City of Bishop](#)
[Public Comment](#)
 - B. **East Line Street Bridge Replacement Project – Crosswalks and Railings**
Recommended Action: Planning Commission consideration to approve the recommended design layout of crosswalks, traffic calming measures, and railing style for the East Line Street Bridge Replacement Project.
[East Line Street PC Presentation](#)
[Transcribed Comment Cards \(Anonymous\)](#)
7. **PUBLIC HEARING**
 - A. **Variance Request for Monument Signage at 777 North Main Street, APN 001-02-00-100**
Recommended Action: The Planning Commission to hold a public hearing and approve the request for a variance to waive the five-foot height restriction for monument sign proposed at 777 North Main Street. This approval will permit the construction of a monument sign with a maximum height of 8 feet 6 inches, as illustrated in Exhibit A.

Alternatives:
 - The Planning Commission may approve the Variance Application with additional conditions.
 - Continue the public hearing to a future date, and provide specific direction to

staff regarding what additional information and analysis is needed.

- Deny the Variance Application.

[Variance Application](#)

[Resolution Signage Variance Draft](#)

[Attachment A - Sign Rendering](#)

8. STAFF AND COMMISSION REPORTS

- 9. ADJOURNMENT:** The next regularly scheduled meeting of the Planning Commission will be August 27, 2024 at 6:00 p.m. in the Bishop City Council Chambers, 301 West Line Street, Bishop.



*Small Town with a
Big Backyard!*

CITY OF BISHOP

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

Department of Public Works Building Permits Issued

7/2024

**Building Permit Fees
Received \$7,935.51**

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
Commercial					
7/8/2024	Methodist Church 205 North Fowler Street Eastern Sierra Plumbing	Sewer Main Repair	3000	\$0.84	\$1.00
7/16/2024	Jordan Lopez 133 East Line Street	Tenant Improvements	14000	\$3.92	\$1.00
7/1/2024	US Bank National Association 362 North Main Street Phoenix Construction and Man	Mini Split System	20000	\$2.80	\$1.00
7/1/2024	Mack Bhakta 190 West Pine Street	Air/Heat Window Units	2580	\$0.72	\$1.00
Commercial Totals			\$39,580.00	\$8.28	\$4.00
Residential					
7/1/2024	Samantha Jeppsen 618 West Elm Street	HVAC Units / Mini-Split	14000	\$1.30	\$1.00
7/1/2024	Rentz Trust William K 424 Clarke Street Pagenkopp Construction/ Dann	Electrical Upgrade	15000	\$1.95	\$1.00
7/1/2024	Laura Gleason 506 Grove Street	Water Line Connection	250	\$0.50	\$1.00
7/16/2024	162 East Line LLC 162 East Line Street	Conversion to Apartments	690500	\$89.70	\$28.00

Date	Owner/Location/Contractor	Short Description	Value	SMIP	Rev Fund
7/10/2024	Towneast Homeowners Associ 261 East Line Street Cervantes Construction	Wall Repair	6500	\$0.85	\$1.00
7/29/2024	Antonio Mojarro 315 Short Street Lopez Roofing	Reroof	11760	\$1.30	\$1.00
7/15/2024	The James Snell Trust 587 Lagoon Street	Solar / Siding / Windows	16000	\$2.08	\$1.00
7/17/2024	Jason Chien 212 Hanby Avenue, Units B, C,	Home Improvements	45000	\$5.85	\$2.00
7/22/2024	Aristheo Lizarraga 157 East South Street Clair Concrete	Sewer Lateral Replacement	10000	\$1.30	\$1.00
7/24/2024	Dawn Cunko 425 Grove Street True Pact Electric Inc.	Electrical Remodel	19000	\$1.30	\$1.00
7/24/2024	Ben McShan 386 Clarke Street Highpoint Solar	Solar	25000	\$3.25	\$1.00
7/22/2024	Kyle Gilpin 186 Iris Street Sierra Solar	Solar	20095	\$2.61	\$1.00
7/24/2024	Ugene Song 474 High School Drive Clean Finish Construction	Reroof	10000	\$1.30	\$1.00
7/9/2024	Fawn Sexton 663A West Elm Street	Bathroom Remodel	4000	\$0.52	\$1.00
Residential Totals			\$887,105.00	\$113.81	\$42.00

**Building Permit Fees
Received \$7,935.51**

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 4800 STOCKDALE HWY
 STE 213
 BAKERSFIELD, CA 93309
 (661) 395-2731

File Number: **659864**
 Receipt Number: **2906386**
 Geographical Code: **1401**
 Copies Mailed Date: **June 17, 2024**
 Issued Date: TV

DISTRICT SERVING LOCATION: **BAKERSFIELD**First Owner: **SALT AND CO, LLC**Name of Business: **SALT.**

Location of Business: **777 N MAIN ST**
BISHOP, CA 93514

County **INYO**Is Premises inside city limits **Yes**

Mailing Address: (If different
 from
 premises address) **2699 SIERRA VISTA WAY**
BISHOP, CA 93514

Type of license(s): **41**Census Tract: **4.00**Dropping Partner: Yes ☐ No ☒

Transferor's license/name:

RECEIVED

JUN 25 2024

CITY OF BISHOP

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
41 - On-Sale Beer And Wine - Eating	ORI	Y			
<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	FEDERAL FINGERPRINTS	NA	1	06/17/24	\$24.00
Application Fee	STATE FINGERPRINTS	NA	1	06/17/24	\$39.00
Application Fee	ADD PRIMARY LICENSE TYPE	NA	0	06/17/24	\$1,065.00
41 - On-Sale Beer And Wine - Ea	ANNUAL FEE	NA	0	06/17/24	\$530.00
Total					\$1,658.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the
 Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of INYO

Date: June 17, 2024

Applicant Name(s)

SALT AND CO, LLC



Agenda Item: 14.A
Date of Meeting: August 12, 2024
Department: Public Works

STAFF REPORT

To: City Council
From: Nora Gamino
Subject: **Sewer Line Inspection System Replacement**
Prepared On: August 2, 2024
Attachments: Rovver X Brochure
Bid Analysis
Quote 2_low bidder_Final
Quotes

Background/History:

Over the next 5 years, the Public Works Department's has a goal to get back on track with regular inspection and cleaning (preventative maintenance) of the sewer collection system. Two critical steps have already been taken to accomplish this goal. The first was the purchase of a new vacuum truck (expected delivery date is March 2025) and the second was the purchase of a new root cutter. This fiscal year, the step we are taking to accomplish our goal is an upgrade to our technology with the replacement of the sewer inspection system.

We currently own a sewer line inspection camera system and trailer jointly with the Eastern Sierra Community Services District (ESCSA). The existing unit was purchased in 2008 at a cost of \$144,511.05. The primary purpose of the camera system is to perform regular inspections of the city's sewer collection system. Additionally, the camera is used to identify locations of laterals, area of concern, and blockages. It also works in parallel with other equipment used for maintenance and cleaning, such as the root cutter and vacuum truck.

The average life expectancy of an inspection camera is 10 years. While the current setup has served the city for over 16 years, the system is failing. Not only is the technology and software out of date, but there have also been costly repairs to keep it operable. Major issues with the current system include:

- Video recording is intermittent, but mostly non-functional. When it does work, downloading videos to a thumb drive can take hours. There are also hours of recording saved, but they are not available for download or viewing.
- It frequently gets stuck due to worn mechanical components of the robot mixed with the poor condition of the pipe. As a result, a lot of sections of pipe do not get inspected because the risk of getting stuck is too great. The system is unable to navigate obstacles.

- Outdated software.
- The system is temperamental and difficult to operate.
- Setting the robot to go from smaller to larger diameter pipe is time consuming.
- Costly repairs include, but are not limited to, motor on robot not functioning, leaks in the shaft cover oil seal, old seals and O-rings, degraded connectors, replacement of old wiring, and no video feed from robot to monitor.

With these issues constantly on the rise, the system has become something to avoid using because it is increasingly frustrating, and the outcome is often wasted time and energy. As a result, problem sewers, such as those with roots, infiltration, and broken sections, do not get identified and fixed until they are causing significant problems. Consequently, the sewer maintenance program has become reactive rather than proactive due to the lack of a reliable, easy to use camera inspection system.

Analysis/Discussion:

New inspection systems were researched, and EnviroSight's Rovver X was identified as meeting the department's needs. EnviroSight is a trusted brand in the sewer inspection market and they specialize in robotic crawlers and push cameras. The staff attended a Rovver X demonstration on one of the problem sewer lines in the City. Staff were impressed with the ease of use, the user interface, and functionality of the system.

The Rovver X package includes the necessary components we need for a new system, including the camera, robot crawler, control unit, cable reel and cabling, and pressurization kit.

The quote also includes the elevator kit, which raises the camera lens above the water level, for better inspection of pipes that have high flow. There was an option to have an enclosure for the system, however this was removed from the final quote as our intention is to continue utilizing an enclosed trailer to operate the system from.

An analysis of the quotes is attached. The low bidder is Haaker Equipment Company at \$125,257.33. The lead time on the unit is 4 to 6 weeks. Once the new camera system is received, the old camera system will be auctioned and proceeds will be split evenly between the ESCSD and the City. ESCSD has already procured a new camera inspection system, which is ATV mounted, therefore they no longer need the existing system or trailer.

Economic Impacts:

None.

Budget Impacts:

This item is not included in the 2024-2025 Fiscal Year Budget. If this item is approved, Capital Equipment within the Sewer Fund, expense account 002-051-56028, will be increased by \$125,257.33.

The estimated starting cash balance for 24-25 within the Sewer Fund is roughly \$2.7 million, and including the above adjustment, total estimated spending would exceed total estimated revenues by about \$280,000. The estimated spending in excess of revenue is adequately sustained by the existing cash balance. There are no fund sustainability concerns with regard to approving this proposed expenditure.

Legal Review:

Not required.

Recommended Action:

Council consideration to approve a purchase order with Haaker Equipment Company for a new sewer line inspection system at a total cost of \$125,257.33 and authorize the Public Works Director to sign the purchase order.

Approved By: Ethan Aukee 8/2/2024

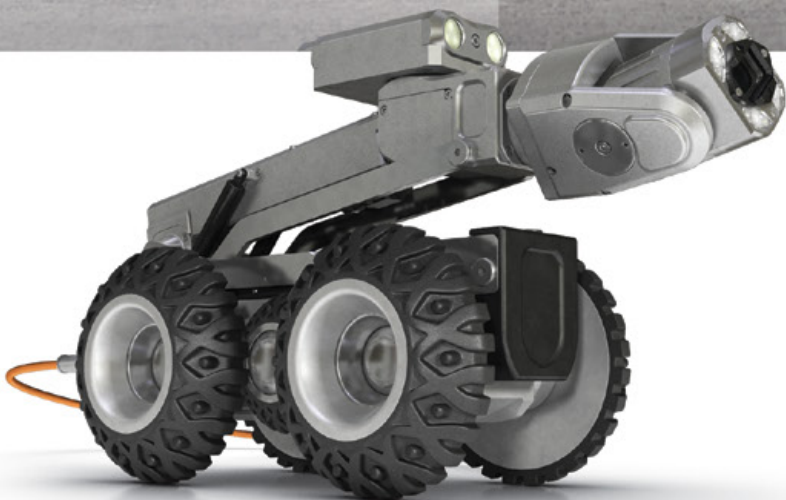
Approved By: Robin Picken 8/2/2024

Approved By: Deston Dishion 8/2/2024

Approved By:

ROVVER X

AGILE, INTELLIGENT
SEWER INSPECTION
SYSTEM



 **ENVIROSIGHT**

GAIN DEEPER INSIGHT

When you open a manhole, be ready to get the full picture.

With unmatched power and agility, ROVVER X delivers the insight you need to make critical maintenance decisions. It offers industry-leading productivity with a simple interface, advanced capabilities and support for digital workflows.



SIMPLE

Cut out complexity for your crew with technology that's easy to learn and use, a responsive support team, and a regional service network that delivers rapid turnaround.



RELIABLE

Stay on schedule and within budget with ROVVER X's industry-low downtime and cost-of-ownership. Not only is it built to endure punishment, its intuitive design lets you perform routine maintenance right in the field.



ADAPTABLE

Tackle any inspection challenge. ROVVER X accessories and wheels swap in seconds to fit any pipe size, material and condition. And when the job calls for specialized capabilities, easily add lateral launch, laser profiling, side scanning and more.



AGILE

Power past obstacles that sideline other crawlers. With steerable six-wheel drive, ROVVER X avoids obstructions and climbs over debris and offsets. An array of onboard sensors helps you avoid hazards.

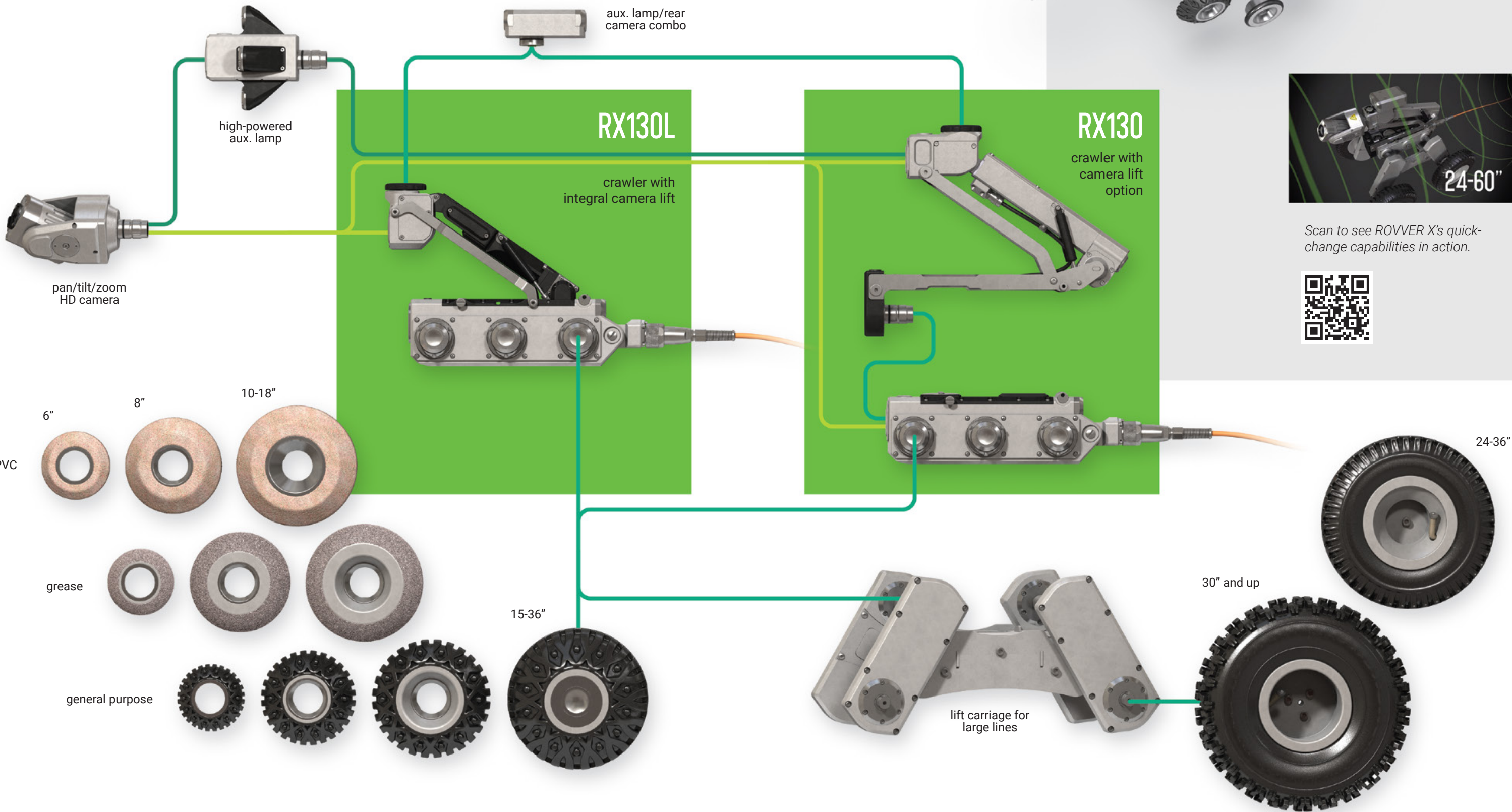


SMART

Access every capability from a single interface—operate the crawler, record video, overlay text, log observations, measure defects and create reports. Inspection data streams securely to the cloud, and the system auto-updates to the latest features.

ADAPTABLE

ROVVER X is the only crawler system that lets you change wheels and accessories rapidly without tools. Achieve new levels of productivity, and confidently handle any combination of pipe size, material and condition.



SMART

Simple to learn yet powerfully capable, ROVVER X's touchscreen controls support your entire inspection workflow. And with built-in Wi-Fi, you can share inspections online and keep your ROVVER X system updated with the latest features.

FLEXSPECTION

Sometimes you need maximum detail, sometimes you need minimum file size—and sometimes you need a compromise. With Flexspec, the choice is yours.

SD

HD 720P

HD 1080P

NEED LESS?

This remote control puts all major crawler and reel functions in the palm of your hand, and it comes standard with every ROVVER X system.



NEED EVEN MORE?

For maximum productivity, this optional desktop command center offers precision control, full QWERTY keyboard, and ergonomic comfort.



Flexspec only available on VC500 HD controller.

OPERATE

Control every ROVVER X function using twin multi-function joysticks, intuitive touchscreen controls and real-time feedback. Onscreen notifications help warn against operating hazards.

OVERLAY TEXT

With drag-and-drop simplicity, create an overlay that has static text, live data, observation details and your logo. Customize text position, color and background to your preference.

MEASURE DEFECTS

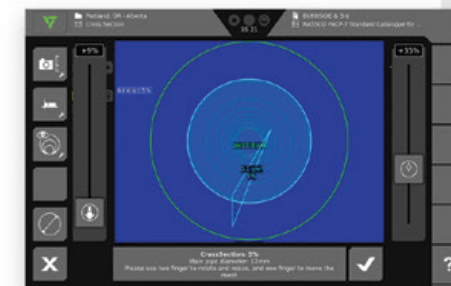
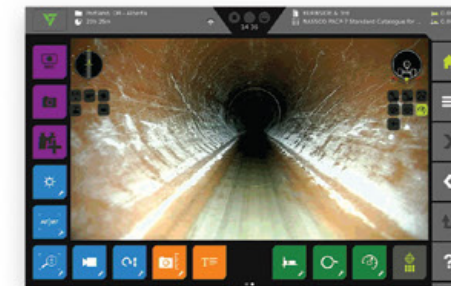
Powerful measurement tools let you size up cracks, water level, pipe diameter, wall features, bend angles, inclination and much more.

ENTER OBSERVATIONS

Create an inspection, then log observations with help from onboard defect catalogs, including PACP and WRc.

CREATE REPORTS

Generate PDF reports from completed inspections, then deliver them via USB drive.



CONNECTED

Wirelessly upload your inspections directly to WinCan Web, the cloud platform for sewer inspection data. Review, edit, analyze and map inspection data online, and securely share results with your entire team.

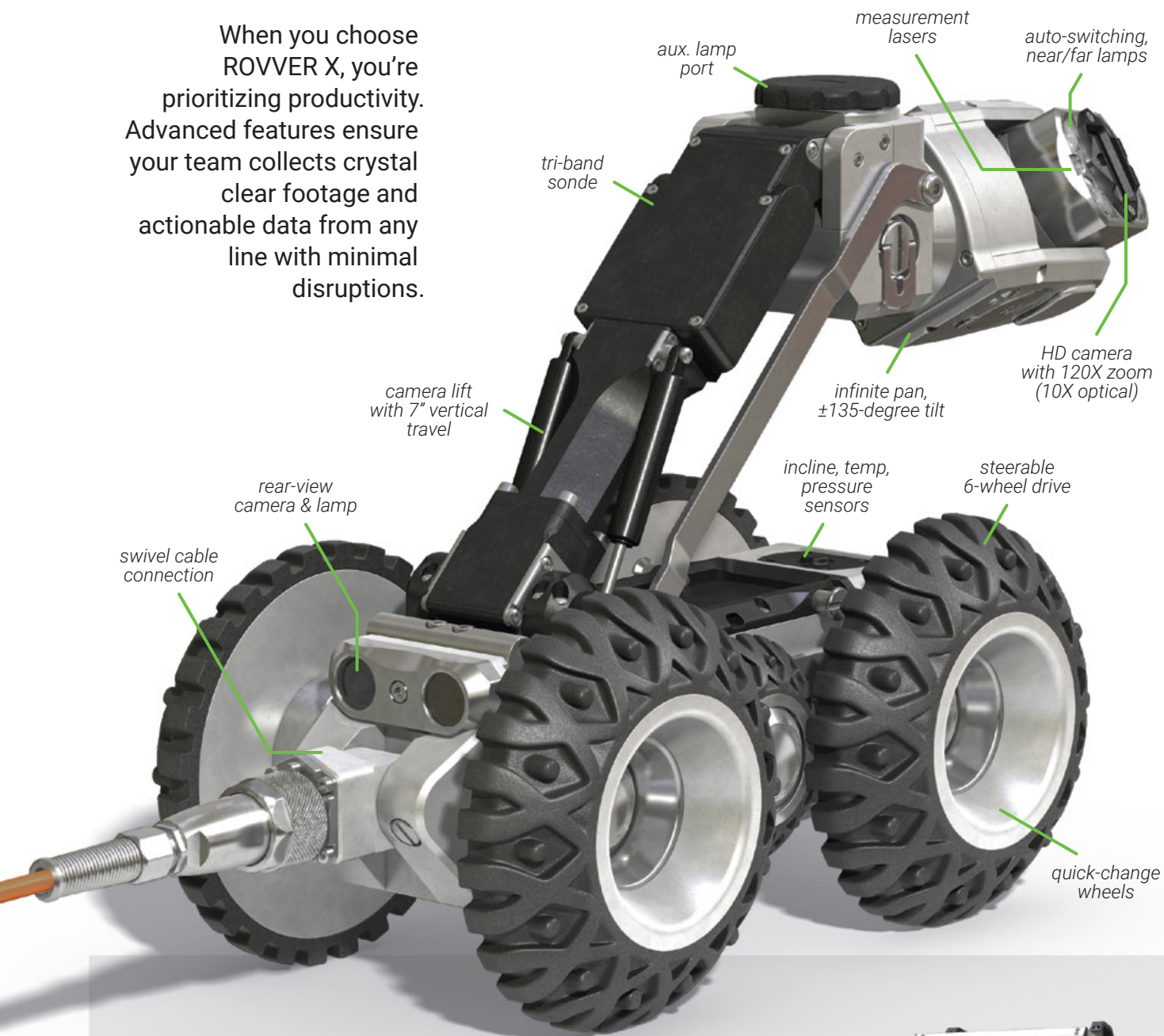


Scan to set up your free WinCan Web trial account:

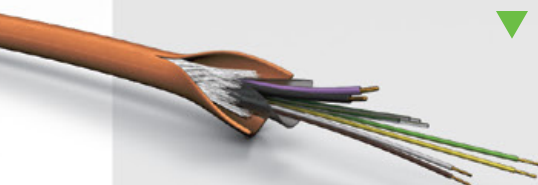


CAPABLE

When you choose ROVVER X, you're prioritizing productivity. Advanced features ensure your team collects crystal clear footage and actionable data from any line with minimal disruptions.



The rugged **ROVVER X cable** boasts a 1000-lb break strength. And with just 6 conductors, it's easy to field-reterminate.



Available in 984' and 1640' versions, the **ROVVER X reel** automatically feeds cable so the crawler doesn't have to pull it off the reel. This extends travel range and reduces crawler wear-and-tear.



SCALABLE

Once you own the ROVVER X platform, the sky is the limit. Specialty crawlers and attachments give you plug-and-play capability, so you can meet any inspection challenge.

SMALL DIAMETER

The ROVVER X 95 crawler fits into relined 4" pipe to inspect laterals and industrial lines.

LATERAL LAUNCH

SAT II lets you crawl up to 984' into mains and then launch 147' into lateral lines to locate cross bores and illicit flows.

LASER SCANNING

Measure pipe ovality, erosion and defects—ROVVER X's laser profiling attachment captures accurate geometry.

SIDE SCANNING

Using the Digisewer camera head, capture a sewer side-scan with detail from every square inch of pipe wall.

EXTRA-LARGE DIAMETER

The ROVVER X 400 crawler is ideal for interceptors and trunk lines, and has an integral camera lift to rise above high flows.

Consult sales representative for ideal setup and compatibility.

MOBILE

Stay safe, productive and comfortable while deploying your ROVVER X in the field. EnviroSight-built vehicles protect your crew and offer full amenities—ensuring your equipment, tools, and safety gear are within easy reach.



PANEL VANS

Fit into alleys and other tight spaces while deploying ROVVER X or lateral launch. Choose among Sprinter, Transit and ProMaster options, with power from an inverter or vehicle PTO.

Power options include generator (gas or diesel), inverter with battery, or engine PTO.

BOX TRUCKS

Get maximum elbow room, plus extra capacity for lateral launch systems, generator power sources and cranes.



TRAILERS

Gain flexibility when inspection is part time or when inspection equipment must be shared between crews.



ENCLOSURES

Deploy an EnviroSight Outpost when you need access to easements and other remote worksites using a pickup or ATV.



TRUSTED

Standing behind ROVVER X is a team with decades of experience helping sewer professionals succeed. We've built the industry's largest network of regional support and service locations—so wherever the job takes you, help is never far.



Don't take our word for it. Some of the largest cities and contractors trust ROVVER X. Scan to read their stories.



LOCAL PRESENCE

Success in our industry is a ground game. That's why we have systems, parts inventory and capabilities strategically deployed nationwide, ready for you on demand.

WARRANTY

ROVVER X is backed by one of the industry's most comprehensive warranties. Optional maintenance plans and extended warranties offer further cost predictability. And with more than 25 factory-certified service centers across North America, we're never far when you need help.

TRAINING

Your operators will be productive out of the gate with on-site training from certified ROVVER X instructors. Not only do we cover equipment care, operation and safety, we're available to provide PACP training, too. Need virtual training? We deliver it on demand from a fully equipped studio.

TURNAROUND

Gain access to our comprehensive online parts portal, where in-stock orders placed before 3:00 pm ship the same day, with next-day delivery available. And when unique challenges require unique capabilities, know that rental gear is available from 23 locations across the continent.

5000+
crawler systems
worldwide

46
locations in
North America

4%
average yearly
cost of ownership
compared to purchase price

4000'+
average distance
inspected per day
per crew

SPECIFICATIONS

system

ratings CE, NRTL
power 120-240 Vac, 60 Hz
viewing capability pipelines 4–96" dia.
operating temp 32 to 104°F
storage temp -4 to 158°F

camera (RCX90 HD)

sensitivity 0.05 lux
resolution 1920 x 1080 pixels
zoom lens 120x (10x optical, 12x digital)
pressure rating 1 bar
protection class IP68
features auto shutter; auto/manual focus
illumination dimmable LED, dual mode
articulation ±135 deg tilt; infinite pan
measurement twin laser diodes spaced 1.97"
sensing temperature, pressure, pan/tilt
size 6.6"x3.2"x2.8" (168x81x72 mm)
weight 3.3 lb (1.5 kg)
materials aluminum, stainless steel

crawler (RX130 HD, RX130L HD)

drivetrain steerable 6-wheel drive
turn radius down to 0.0"
camera color rear-view with tri-LED lamp
sensors pitch, roll, temperature, pressure
pressure rating 1 bar
protection class IP68
size (130) 12.2"x4.3"x3.5" (310x110x90 mm)
size (130L) 15.1"x5.0"x4.6" (384x126x117 mm)
weight (130) 13.2 lb (6 kg)
weight (130L) 17.6 lb (8 kg)
lift range (130L) 7.1" (180 mm)
materials aluminum, stainless steel
sonde transmitter 33kHz/512Hz/640Hz

control pendant (VC500 HD)

controls joysticks, touchscreen, power, stop
touchscreen 10.1" color TFT, multi-touch,
1280x800 px, 1280 cd/m², 150-deg view angle
video capture MPEG-4 AVC (H.266)
image capture JPEG or PNG
internal storage 128 GB
connectivity LAN, USB 2, USB 3, Wi-Fi, HDMI
protection class IP55
size 11.8"x10.5"x2.8" (300x267x71 mm)
weight 4 lb (1.81 kg)
housing plastic (ABS, PC), IP55-rated

auxiliary lamp (RAL200 HD, optional)

forward illumination twin tri-LED lamps
camera color rear-view with tri-LED lamp
sonde transmitter 33 kHz / 512 Hz
protection class IP68
dims. 2.8"x1.3"x4.0" (72x33x102 mm)
weight 1.3 lb (0.6 kg)
materials aluminum, stainless steel



explosion-proof
models available

cable reel (RAX300 HD)

cable length 984' (300 m)
cable diameter ¼" (6.5 mm)
cable weight 0.03 lb/ft
cable strength 1000 lb
cable conductors 6
controls (local) power, emergency stop
controls (via pendant) auto/manual, speed,
forward/reverse, pull strength
sensors tension, tilt
size 24.6"x14.5"x22.6" (625x368x575 mm)
protection class IP44
weight 123.4 lb (56 kg)
connections pendant, service, video in/out

camera lift (optional)

lift range 7.1" (180 mm)
materials aluminum, stainless steel

carriage (optional)

wheelbase (w/l) 14.5"/12.2" (368/310 mm)
weight 34.2 lb (15.5 kg)
materials aluminum, stainless steel

TYPICAL SYSTEM

- RX130 HD crawler body
- RCX90 HD camera head
- RAX300 HD reel with 984' cable
- VC500 HD control pendant
- WinCan VX software (basic)
- handheld wireless remote control
- assortment of wheels
- transport case(s)
- tools



Request a FREE
On-site Demo



www.envirosight.com • (866) 936.8476

©2022 Envirosight, LLC. All rights reserved.
Specifications subject to change without notice.
The ROVER X, Flexspection and Envirosight names and logos are trademarks of Envirosight.
Patents and patents pending.

Bid Analysis, as provided

Item	Quote 1	Quote 2	Quote 3
	Echelon	Haaker	U Rock
Rover X Package	\$ 105,264.50	\$ 95,695.00	\$ 95,695.00
Elevator Kit	\$ 19,561.30	\$ 17,783.00	\$ 17,783.00
Enclosure	\$ 17,794.43	\$ 16,176.75	\$ 16,500.00
<i>sub-total</i>	\$ 142,620.23	\$ 129,654.75	\$ 129,978.00
Sales Tax (7.75%)	\$ 11,053.07	\$ 10,048.24	\$ 10,073.30
Shipping	\$ -	\$ 1,850.00	\$ 2,000.00
Total Price	\$ 153,673.30	\$ 141,552.99	\$ 142,051.30

low bidder

Bid Analysis, adjusted to remove enclosure and correct sales tax

Item	Quote 1	Quote 2	Quote 3
	Echelon	Haaker	U Rock
Rover X Package	\$ 105,264.50	\$ 95,695.00	\$ 95,695.00
Elevator Kit	\$ 19,561.30	\$ 17,783.00	\$ 17,783.00
Enclosure			
<i>sub-total</i>	\$ 124,825.80	\$ 113,478.00	\$ 113,478.00
Sales Tax (8.75%)	\$ 10,922.26	\$ 9,929.33	\$ 9,929.33
Shipping	\$ -	\$ 1,850.00	\$ 2,000.00
Total Price	\$ 135,748.06	\$ 125,257.33	\$ 125,407.33

low bidder

HAAKER

EQUIPMENT COMPANY

SINCE 1972

July 29, 2024

Hector Martinez
City of Bishop
690 N. Main Street
Bishop, CA 93514

Quote for High Definition EnviroSight Rovver X Pipeline Inspection System.



Description	Price:
<u>HD Rovver X Package (Qty1):</u>	\$95,695.00
<u>HD RCX90 Zoom Camera;</u> High-Definition CCD color zoom camera with 10x optical and 12x digital zoom, auto shutter, auto/manual focus, built-in LED lighting, +/-135 degree tilt, endless 360 degree rotation, pressure sensor, and twin laser diodes for measuring feature.	
<u>HD ROVVER X 130 Crawler;</u> Steerable with twin high-performance motors and 6-wheel drive, anodized aluminum/stainless steel chassis with pressure indicator, inclination and tilt sensors, location transmitter, rear viewing video camera. Wheels; 6 small rubber wheels, 4 medium rubber wheels, 4 large rubber wheels, 4 wheel spacers and all necessary hardware.	
<u>VC500 Control Pendant;</u> To operate crawler, reel and camera, daylight viewable touch screen, MPEG-4 video recording, and desk mount dock.	

HAAKER

EQUIPMENT COMPANY

SINCE 1972

<u>RAX300 automatic motorized cable reel;</u> With meter counter, splash-proof rating, 1000' orange transmission cable; power supply for 115/230V; wireless remote control (for equipment set up); 25' extension cable (connecting VC500 to RAX300) with emergency power switch.	
<u>Pressurization Kit;</u> Regulator, air valve, and two (2) CO2 Canisters, for replacing air into camera, crawler, and accessories. Crawler lowering tool and tool kit.	
<u>RovverX Elevator Kit;</u> Allows you to raise and lower the camera head to compete inspections on pipes up to 35 inches.	\$17,783.00
Sub Total:	\$113,478.00
Sales Tax 8.75%:	\$9,929.32
Freight:	\$1,850.00
Equipment Training:	Included
Total Price:	\$125,257.33

We appreciate the opportunity to present this proposal and look forward to being of further and continued service.

Sincerely,

Jorge (George) Lopez
Jorge (George) Lopez

Estimate Date Jul 23, 2024

Good Until 8/22/2024

CAGE: 71ED1 TIN: 45-4829065 DUNS: 078456757 Seller Permit: 102244227

1230 High Street, Suite 215B | Auburn, CA 95603 | T 916.426.1608 | F 916.426.1609

Certs: Service Disabled Veteran Owned Small Business Enterprise, CA DVBE/SB certification #1745218, HUBZone Firm

Customer	Ship To	Sales Rep
City of Bishop Hector Martinez 690 N. Main Street Bishop, CA 93514	City of Bishop Hector Martinez 690 N. Main Street Bishop, CA 93514	Christine Marler c.marler@echelondistribution.com (916) 426-1608

Line	QTY	Unit	UOM Factor	Item#	Description	Unit Price	Total
1	1.00	ea		HD Rovver X	HD Rovver X Package (Qty1) HD RCX90 Zoom Camera; High-Definition CCD color zoom camera with 10x optical and 12x digital zoom, auto shutter, auto/manual focus, built-in LED lighting, +/-135 degree tilt, endless 360 degree rotation, pressure sensor, and twin laser diodes for measuring feature. HD ROVVER X 130 Crawler; Steerable with twin high-performance motors and 6-wheel drive, anodized aluminum/stainless steel chassis with pressure indicator, inclination and tilt sensors, location transmitter, rear viewing video camera. Wheels; 6 small rubber wheels, 4 medium rubber wheels, 4 large rubber wheels, 4 wheel spacers and all necessary hardware. VC500 Control Pendant; To operate crawler, reel and camera, daylight viewable touch screen, MPEG-4 video recording, and desk mount dock. RAX300 automatic motorized cable reel; With meter counter, splash-proof rating, 1000' orange transmission cable; power supply for 115/230V; wireless remote control (for equipment set up); 25' extension cable (connecting VC500 to RAX300) with emergency power switch. Pressurization Kit; Regulator, air valve, and two (2) CO2 Canisters, for replacing air into camera, crawler, and accessories. Crawler lowering tool and tool kit.	\$105,264.50	\$105,264.50
2	1.00	ea		RovverX Elevator	RovverX Elevator Kit; Allows you to raise and lower the camera head to compete inspections on pipes up to 35 inches.	\$19,561.30	\$19,561.30

Line	QTY	Unit	UOM Factor	Item#	Description	Unit Price	Total
------	-----	------	------------	-------	-------------	------------	-------

3	1.00	ea		RovverX Outpost	RovverX Outpost Enclosure;	\$17,794.43	\$17,794.43
---	------	----	--	-----------------	----------------------------	-------------	-------------

SubTotal	\$142,620.23
Sales Tax	\$11,053.07
Shipping	\$0.00
Total	\$153,673.30

HAAKER

EQUIPMENT COMPANY

SINCE 1972

July 18, 2024

Hector Martinez
City of Bishop
690 N. Main Street
Bishop, CA 93514

Quote for High Definition EnviroSight Rovver X Pipeline Inspection System.



<u>Description</u>	<u>Price:</u>
<u>HD Rovver X Package (Qty1):</u>	\$95,695.00
<u>HD RCX90 Zoom Camera;</u> High-Definition CCD color zoom camera with 10x optical and 12x digital zoom, auto shutter, auto/manual focus, built-in LED lighting, +/-135 degree tilt, endless 360 degree rotation, pressure sensor, and twin laser diodes for measuring feature.	
<u>HD ROVVER X 130 Crawler;</u> Steerable with twin high-performance motors and 6-wheel drive, anodized aluminum/stainless steel chassis with pressure indicator, inclination and tilt sensors, location transmitter, rear viewing video camera. Wheels; 6 small rubber wheels, 4 medium rubber wheels, 4 large rubber wheels, 4 wheel spacers and all necessary hardware.	
<u>VC500 Control Pendant;</u> To operate crawler, reel and camera, daylight viewable touch screen, MPEG-4 video recording, and desk mount dock.	

HAAKER

EQUIPMENT COMPANY

SINCE 1972

<u>RAX300 automatic motorized cable reel;</u> With meter counter, splash-proof rating, 1000' orange transmission cable; power supply for 115/230V; wireless remote control (for equipment set up); 25' extension cable (connecting VC500 to RAX300) with emergency power switch.	
<u>Pressurization Kit;</u> Regulator, air valve, and two (2) CO2 Canisters, for replacing air into camera, crawler, and accessories. Crawler lowering tool and tool kit.	
<u>RovverX Elevator Kit;</u> Allows you to raise and lower the camera head to compete inspections on pipes up to 35 inches.	\$17,783.00
<u>RovverX Outpost Enclosure;</u>	\$16,176.75
Sub Total:	\$129,654.75
Sales Tax 7.75%:	\$10,048.24
Freight:	\$1,850.00
Equipment Training:	Included
Total Price:	\$141,552.93

We appreciate the opportunity to present this proposal and look forward to being of further and continued service.

Sincerely,

Jorge (George) Lopez
Jorge (George) Lopez

U•ROCK

July 23, 2024

Hector Martinez
City of Bishop
690 N. Main Street
Bishop, CA 93514

Quote for High Definition Envirosight Rovver X Pipeline Inspection System.



<u>Description</u>	<u>Price:</u>
<u>HD Rovver X Package (Qty1):</u>	\$95,695.00
<u>HD RCX90 Zoom Camera;</u> High-Definition CCD color zoom camera with 10x optical and 12x digital zoom, auto shutter, auto/manual focus, built-in LED lighting, +/-135 degree tilt, endless 360 degree rotation, pressure sensor, and twin laser diodes for measuring feature.	
<u>HD ROVVER X 130 Crawler;</u> Steerable with twin high-performance motors and 6-wheel drive, anodized aluminum/stainless steel chassis with pressure indicator, inclination and tilt sensors, location transmitter, rear viewing video camera. Wheels; 6 small rubber wheels, 4 medium rubber wheels, 4 large rubber wheels, 4 wheel spacers and all necessary hardware.	
<u>VC500 Control Pendant;</u> To operate crawler, reel and camera, daylight viewable touch screen, MPEG-4 video recording, and desk mount dock.	



<u>RAX300 automatic motorized cable reel;</u> With meter counter, splash-proof rating, 1000' orange transmission cable; power supply for 115/230V; wireless remote control (for equipment set up); 25' extension cable (connecting VC500 to RAX300) with emergency power switch.	
<u>Pressurization Kit;</u> Regulator, air valve, and two (2) CO2 Canisters, for replacing air into camera, crawler, and accessories. Crawler lowering tool and tool kit.	
<u>RovverX Elevator Kit;</u> Allows you to raise and lower the camera head to compete inspections on pipes up to 35 inches.	\$17,783.00
<u>RovverX Outpost Enclosure;</u>	\$16,500.00
	Sub Total: \$129,978.00
	Sales Tax 7.75%: \$10,228.95
	Inbound Freight: \$2,000.00
	Equipment Training: Included
	Total Price: \$142,206.95

We appreciate the opportunity to present this proposal and look forward to being of further and continued service.

Sincerely,

Mark Paduweris

Mark Paduweris



Agenda Item: 14.B
Date of Meeting: August 12, 2024
Department: Public Works

STAFF REPORT

To: City Council
From: Nora Gamino
Subject: **Task Order Amendment for the West Line Water Main Replacement Project**
Prepared On: July 31, 2024
Attachments: Task Order 1 Amendment
Task Order 1
2023.10.23 Staff Report

Background/History:

Task Order #1 was issued to Wood Rodgers, Inc on October 26, 2023 for the design and engineering of the West Line Street Water Main Replacement. For additional details regarding the need for the project, please see the attached Staff Report from the October 23, 2023 City Council Meeting for the approval of the design contract and the attached Task Order #1.

Analysis/Discussion:

The project is currently more than 60% designed and is estimated to cost over \$2,000,000 to construct. The timeline for construction is being driven by the upcoming Caltrans Bishop Pavement Project. The goal is to complete construction on the water line before late summer of 2025 when it is expected Caltrans will begin their work on this section of road.

The City does not have a cash balance or anticipated future cash flows within the Water Fund to cover a capital expense of this size up-front. Alternative funding sources and financing options have been investigated as listed below:

1. State Water Resource Control Board: The Clean Water State Revolving Fund could be an option for financing, however due to the timeline constraints of the project, this option is not viable. The process to apply and meet State requirements is lengthy and they have not been responsive to inquiries.
2. Inyo County Loan Program: The maximum term on an Inyo County loan is 60 months. For a project of this size, the City's Water Fund cannot meet these repayment terms.
3. USDA Rural Development: The Water and Environment Program offers low interest loans with 40-year fixed terms. They can process loan approvals relatively quickly with the submission of a complete application.

Applying for a USDA Rural Development (RD) loan is the only feasible option for construction

funding with the expedited construction timeline. A preliminary engineering report (PER) and NEPA compliance are required to apply for a USDA RD loan. These two items are not currently part of the scope of work under Wood Rodgers current task order. The development of the simple PER is \$32,000 and preparation of a NEPA report is \$15,000. The City will also have to comply with CEQA, but that was included in the original scope of work with Wood Rodgers.

If this task order amendment is not approved, we can still complete the design and the California Environmental Quality Act (CEQA) process while exploring other funding options. However, this could lead to Caltrans moving forward with their planned road project, which may severely damage the City's water main. Although Caltrans would be responsible for repairing any damage they cause, the City will have to dig into the road eventually to replace the water line. This approach contradicts one of the main goals of the project, which is to proactively prevent costly and disruptive damage to the water main. By adopting a proactive strategy, we can save money and successfully implement a "dig-once" approach, minimizing the need for multiple excavations.

Economic Impacts:

Completing this water line replacement proactively, prior to the Bishop Pavements Project, will result in cost savings for both the City and Caltrans. It will also prevent unexpected services disruptions to residents and businesses along West Line Street.

Budget Impacts:

This item is not currently included in the 2024-2025 Fiscal Year Budget. An adjustment to the Water Fund for capital improvements (004-051-56027) in the amount of \$47,000 is being proposed to cover the cost of the contract.

Legal Review:

Not required.

Recommended Action:

Council consideration to approve the Public Works Director to sign an amendment to existing Task Order #1 with Wood Rodgers for a revised scope as described for \$47,000 and approve a budget adjustment to the Water Fund as proposed.

Approved By: Ethan Aukee 8/1/2024

Approved By: Robin Picken 8/2/2024

Approved By: Deston Dishion 8/2/2024

Approved By:



July 29, 2024

Ms. Nora Gamino
Director of Public Works
City of Bishop
377 West Line Street
Bishop, California 93514

**Re: Wood Rodgers Task Order #1
West Line Street Water Main Replacement Project
Amendment #1 – USDA WEP Loan Program Support & NEPA Environmental Processing**

Dear Nora,

Wood Rodgers (WR) is pleased to present our proposed amendment for the above referenced Task Order to assist the City of Bishop (City) with applying for U.S. Department of Agriculture (USDA) Rural Development Water & Environmental Grant (WEP) Loan funding and National Environmental Policy Act (NEPA) environmental processing in support for the West Line Street Water Main Replacement Project. After review of the documentation and guidelines provided by the City of Bishop and the USDA, our understanding is a Preliminary Engineering Report (PER) will be required to accompany the loan application. Preparation of the PER is anticipated to be collaborative between Wood Rodgers and the City and is further described below.

Based upon this understanding, we have developed the following Scope of Services for this amendment:

SCOPE OF SERVICES

TASK 1 – USDA WEP LOAN PROGRAM SUPPORT

For this task, Wood Rodgers will perform the following:

- Prepare a simplified PER based on the outline provided by USDA. The following table describes the PER outline and identifies WR, the City or USDA as the lead party responsible for providing the information for each section. Once all information is prepared, Wood Rodgers will compile into one PER document.

PER Sections	Lead Party
1. PROJECT PLANNING	
a) Location Maps	WR
b) Environmental Resources Present	WR
c) Population Trends	WR
d) Community Engagement	WR
2. EXISTING FACILITIES	
a) Facilities Layout Map	WR
b) History	City
c) Condition of Existing Facilities	WR
d) Financial Status of Existing Facilities	City
e) Water/Energy/Waste Audits	City

PER Sections (Continued)	Lead Party
3. NEED FOR PROJECT	
a) Health, Sanitation and Security	USDA
b) Infrastructure Issues	USDA
c) Reasonable Design Capacity	WR
4. ALTERNATIVES CONSIDERED	
a) Project Need and Solution	WR
b) Describe Solution Alternatives Considered	WR
c) Cost Estimates	WR
5. SELECTION OF AN ALTERNATIVE	
a) Life Cycle Cost Analysis	WR
b) Non-Monetary Factors	WR
6. PROPOSED PROJECT	
a) Preliminary Project Design	WR
b) Project Schedule	WR
c) Permit Requirements	WR
d) Sustainability Considerations	WR
e) Total Project Cost Estimate	WR
f) Annual Operating Budget	City
7. CONCLUSIONS AND RECOMMENDATIONS	WR

- Maps, Exhibits, Schedules and Cost Estimates will be prepared as necessary for each PER Section.
- Attend virtual meetings as necessary throughout the duration of this task. Anticipated meetings include two (2) coordination meetings and one (1) draft PER review meeting.
- We will submit to the City a draft of the PER for review and comment. We will respond to one set of review comments from the City. After comments are addressed, a final PER will be submitted to the City.
- Through USDA RDAApply website, we will apply for a Level 2 eAuth account to obtain access and submit the grant loan application package. Wood Rodgers will upload the final PER and other required documents to the USDA RDAApply website.

TASK 2 – NEPA SUPPORT

Wood Rodgers will provide environmental planning support to the City of Bishop in coordination with USDA to obtain a NEPA approval for the West Line Street Water Main Project. This project requires a NEPA approval since the USDA is issuing federal grant funding for the project. Based on early coordination with USDA, Wood Rodgers understands the project will be approved with a Categorical Exclusion (CE) using Section 1970.54(b) *Small-scale corridor development* but that this type of Categorical Exclusion requires a summary Environmental Report be provided to justify that the project does in fact meet the requirements of a Categorical Exclusion. Wood Rodgers will prepare the CE Environmental Report pursuant to USDA requirements, including discussion sections outlining why the project would have no impacts to federally listed species or their habitat, cultural resources pursuant to Section 106 of the National Historic Preservation Act, and coordination with local Native American Tribes. The Environmental Report will include a description of the project, the project purpose and need, and an exhibit delineating environmental study area. After the City has reviewed and approved the draft Environmental Report, it will be submitted to USDA for their review and will be used to justify their ultimate NEPA Categorical Exclusion approval.

Task 2 Assumptions:

1. This scope of work does not include any stand-alone environmental technical studies.
2. This scope of work does not include preparation or support for a NEPA Environmental Assessment which is a more robust environmental document. If USDA determines that an Environmental Assessment is required, an amendment to the environmental support services Wood Rodgers provides will be needed.

SCHEDULE AND FEE

We can complete the above scope of services on a time and materials basis as follows:

Task 1 – USDA WEP Loan Program Support	\$32,000
Task 2 – NEPA Environmental Processing	\$15,000
Total Amendment	\$47,000

We can begin work immediately upon formal written authorization. The draft PER will be available approximately four (4) weeks following notice to proceed.

CLOSING

This proposed amendment is based on knowledge of the Project at its current status. If this proposal meets with your approval, please sign below and return to our office. Work performed under this proposal shall be in compliance with Wood Rodgers Task Order #1 executed between City of Bishop and Wood Rodgers on October 26, 2023.

Thank you for the opportunity to provide these professional services and we look forward to continuing work with you on this Project. If you have any questions or require additional information, please do not hesitate to contact me at our office.

Sincerely,
WOOD RODGERS INC.



Mike Davidson, PE
Principal Engineer

IN AGREEMENT WITH THE ABOVE TERMS:

City of Bishop

By: _____

Name: _____

Title: _____



CITY OF BISHOP

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

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

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

A. PROJECT DESCRIPTION AND BACKGROUND INFORMATION

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

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

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

B. SCOPE OF SERVICES

Task 1 – Construction Documents - \$83,920

For this task, we will perform the following:

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

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

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

For this task, we will perform the following:

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

Task 2 Deliverables – Caltrans Encroachment Permit Application.

Task 3 – Bidding Assistance - \$4,240

For this task, we will perform the following:

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

Task 3 Deliverables – RFI Responses.

Task 4 – Construction Support - \$12,940

For this task, we will perform the following:

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

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

C. ASSUMPTIONS AND PROVIDED DOCUMENTS

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

D. PROPOSED PROJECT SCHEDULE

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

E. FEES

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

F. CONTACT PERSON

City of Bishop
Nora Gamino
Public Works Director
760-873-8459
ngamino@cityofbishop.com

Wood Rodgers, Inc.
Mike Davidson, PE
Principal Engineer
775-823-4064
mdavidson@woodrogers.com

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



Nora Gamino
Public Works Director
City of Bishop

10/26/2023

Date



Mike Davidson, PE
Principal Engineer
Wood Rodgers, Inc.

10/26/2023

Date

Wood Rodgers Task Order 1 - Water line design

Final Audit Report

2023-10-26

Created:	2023-10-26
By:	Nora Gamino (ngamino@cityofbishop.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUwhT3UokYiR497Np7gaJL1W1PZWGrSMW

"Wood Rodgers Task Order 1 - Water line design" History



Document created by Nora Gamino (ngamino@cityofbishop.com)

2023-10-26 - 9:01:30 PM GMT



Document emailed to mdavidson@woodrogers.com for signature

2023-10-26 - 9:02:36 PM GMT



Email viewed by mdavidson@woodrogers.com

2023-10-26 - 9:03:22 PM GMT



Signer mdavidson@woodrogers.com entered name at signing as Michael Davidson

2023-10-26 - 10:49:55 PM GMT



Document e-signed by Michael Davidson (mdavidson@woodrogers.com)

Signature Date: 2023-10-26 - 10:49:57 PM GMT - Time Source: server



Agreement completed.

2023-10-26 - 10:49:57 PM GMT



Adobe Acrobat Sign



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

STAFF REPORT

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

Background/History:

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

Analysis/Discussion:

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

Economic Impacts:

None

Budget Impacts:

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

Legal Review:

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

with the law.

Recommended Action:

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

Approved By: Ethan Aukee 10/17/2023

Approved By: Robin Picken 10/17/2023

Approved By: Nora Gamino 10/17/2023

Approved By:



Agenda Item: 14.C
Date of Meeting: August 12, 2024
Department: Public Works

STAFF REPORT

To: City Council
From: Nora Gamino
Subject: **Task Order to Update City Standards and Details**
Prepared On: July 30, 2024
Attachments: Task Order 03_City Standards & Details Update

Background/History:

Construction standards and details are essential guidelines used by designers, engineers, contractors, and city staff to ensure that all construction projects meet safety and quality requirements. They provide clear instructions on how to build different parts of a project, such as roads, water systems, sanitary sewers, and landscaping.

The City of Bishop currently relies on a mix of outdated documents: the 1991 Specifications for Domestic Water and Sanitary Sewer Systems, the 1996 Landscaping Details, and the 2012 Domestic Water and Sanitary Sewer Detail. City Council has emphasized the need to improve infrastructure and overall growth and development. These documents, which are now decades old, do not reflect current best practices, technological advancements, or the evolving regulatory landscape. Additionally, it is critical to have baseline design standards to reference if there is ever a need to deviate from State Standards which would require exceeding local standards. Updating these standards is essential to ensure that future construction projects meet the City's goals for safety, sustainability, and efficiency.

Analysis/Discussion:

Updating construction standards is an investment that will have many benefits, as listed below:

1. **Enhanced Safety and Compliance:**
Updating construction standards will ensure compliance with current state and federal regulations, which are continually evolving. This aligns with the City's obligation to protect public safety and the welfare of residents.
2. **Improved Quality of Construction:**
By establishing clear and modernized standards and specifications, the City will promote higher quality construction practices. This can lead to longer-lasting infrastructure and potentially lower maintenance costs over time.
3. **Standardization of Processes:**
A comprehensive update will provide uniform guidelines for designers and contractors,

which streamlines the design and construction process and minimizes confusion. This can enhance efficiency in project execution and allow for more predictable outcomes in project timelines and budgets.

4. **Cost-Effectiveness in the Long Run:**

Although the initial investment may seem significant, the long-term benefits of updated standards will likely result in cost savings through reduced project delays, lower maintenance needs, and improved durability of construction.

The proposed contract is a strategic investment in the City of Bishop's future. By updating the City's construction standards and specifications, which currently include outdated documents from 1991, 1996, and 2012, we will ensure that the City continues to uphold high standards of safety, quality, and sustainability in all future developments. This forward-thinking approach will ultimately benefit our community and enhance the overall quality of life for residents.

Economic Impacts:

By updating construction specifications, local contractors would benefit from clearer guidelines, potentially increasing participation in City projects. This could foster a more competitive local market and contribute to the overall economic health of Bishop.

Budget Impacts:

This item is not currently included in the 2024-2025 Fiscal Year Budget. An adjustment to the General Fund (Streets), Sewer Fund, and Water Fund for professional and technical services (line items 001-023-52015, 002-051-52015, and 004-051-52015, respectively) in the amount of \$21,759 each, is proposed to cover the \$65,275 cost of the contract.

Legal Review:

Not required.

Recommended Action:

Council consideration to approve the Public Works Director to sign a task order with Wood Rodgers to update the City's standards and details for a not-to-exceed fee of \$65,275 and approve a budget adjustment as proposed.

Approved By: Ethan Aukee 8/1/2024

Approved By: Robin Picken 8/1/2024

Approved By: Deston Dishion 8/2/2024

Approved By:



CITY OF BISHOP

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

Wood Rodgers, Inc. Task Order 3 for As Needed On-Call Engineering and Surveying Services

Date: July 26, 2024
Consultant: Wood Rodgers Inc.
Contract No: WR TO 03
Project Title: City of Bishop Standards and Details Update
Not to Exceed Fee: \$65,275

A. PROJECT DESCRIPTION AND BACKGROUND INFORMATION

The City of Bishop seeks a proposal from Wood Rodgers, Inc. to update the current City Standards, Specifications and Details. The City's Standards and Details currently consist of a combination of the 1991 Specifications for Domestic Water and Sanitary Sewer Systems, 1996 Landscaping Details and 2012 Domestic Water and Sanitary Sewer Details. Updates to the Standards, Specifications and Details are anticipated to include the following items:

- ❑ Utilize the 1991 document as a starting point for the Standards and Specifications updates. Sections may be added, modified or removed based on the latest generally accepted requirements or as requested by the City. Anticipated updates may include applying the latest AWWA standards to the Domestic Water System requirements and updating landscaping standards.
- ❑ Update existing details and create new details for City standard plans including street sections, pavement structural sections, concrete improvements, pavement patching, utility trenching, sanitary sewer, storm drain, domestic water, signage, striping, human-level lighting and landscaping.

B. SCOPE OF SERVICES

Task 1 – Project Management & Coordination

For this task, we will perform the following:

- ❑ Initiate an in-person Kick-Off Meeting to discuss the City's goals and needs for the Project. Wood Rodgers will prepare the agenda and minutes for the Kick-Off Meeting.

- ❑ Attend Project coordination meetings as necessary. Approximately six (6) virtual monthly meetings and one (1) in-person meeting are anticipated. Wood Rodgers will prepare the agendas and minutes for each coordination meeting.
- ❑ Submit monthly progress reports and invoices.

Task 1 Deliverables:

- Monthly Progress Reports.
- Meeting Agendas and Minutes.

Task 2 – Standards and Details Preparation

- ❑ Utilizing the 1991 Standards as a starting point, Wood Rodgers will develop an outline of the proposed standards update. It is anticipated that the standards update will focus on revising existing sanitary sewer and domestic water guidelines as well as creating standards related to roadway design, structural pavement sections, storm drainage, landscaping and lighting. The outline will be submitted once for review by the City. Wood Rodgers will address comments and provide a final outline for City acceptance.
- ❑ Based on the City accepted outline, Wood Rodgers will develop the updated City Standards and Specifications Document. The document is anticipated to be a collaboration between the City and Wood Rodgers and will be submitted in draft and final forms. The draft document will consist of two (2) rounds of reviews. Wood Rodgers will address comments from each round of reviews and submit a final standards document after comments have been addressed.
- ❑ Prepare standard details (8.5"x11" sheet size) that may include approximately the following:
 - Abbreviations
 - Roadway Sections
 - Utility Trench Bedding & Backfill
 - Concrete Details – Sidewalk, Curb & Gutter, Pedestrian Ramps, Valley Gutter and Driveway Aprons
 - Pavement Patching
 - Bollards
 - Sanitary Sewer and Storm Drain Details – Yard Drain, Drain Inlets, Manholes, Manhole Frame & Cover, Manhole Collar, Sanitary Sewer Lateral and Cleanouts
 - Domestic Water Details – Fire Hydrant, Valve Box, Water Service Laterals, Blow-Off Assembly, Thrust Blocks and Backflow Prevention Assemblies
 - Landscaping – Standards, Residential and Commercial Tree Planting Wells

- Human-Level Street Lighting – Street Light Pole, Pull Boxes and Light Pole Footings
- Signage and Striping – Street Name Sign, Traffic Sign Installation, Parking Space Markings and Intersection Striping
- Standard details will be submitted concurrently with the City Standards and Specifications Document deliverable milestones.
- Wood Rodgers will be available to provide support during City Council review and approval of the provided documents.

Task 2 Deliverables:

- Draft and Final Standards Outline.
- Draft and Final Standards Document.
- Draft and Final Standard Details.

C. ASSUMPTIONS AND PROVIDED DOCUMENTS

- Wood Rodgers is not responsible for updating contracting, insurance or bonding requirements that are currently included in the 1991 City Standards and Specifications Document.

D. PROPOSED PROJECT SCHEDULE

Milestone	Est. Duration (weeks)	Due Date
Notice to Proceed	0	August 2024
Kick-Off Meeting	1	August 2024
Draft Outline Preparation	2	August 2024
City Review – Outline	2	September 2024
Address Outline Comments	1	September 2024
Final Outline Complete	1	September 2024
Draft Standards & Details	4	October 2024
City Review – Draft S&D	4	November 2024
2 nd Draft Standards & Details	2	December 2024
City Review – 2 nd Draft S&D	2	December 2024
Final Standards & Details	2	January 2025
City Council Approval	1	January 2025

E. FEES

The total cost to complete the work included in the Scope of Services shall not exceed \$65,275 without written authorization. This work and any additional work outside the Scope of Services will be billed on a time and materials basis based on the fee schedule attached as EXHIBIT A.

F. CONTACT PERSON

WR TO 03
City of Bishop Standards and Details Update

Page 3 of 4

City of Bishop
Nora Gamino
Director of Public Works
(760)-874-8983
ngamino@cityofbishop.ca.gov

Wood Rodgers Inc.
Mike Davidson, PE
Principal Engineer
775-823-4064 Direct
mdavidson@WoodRodgers.com

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

Nora Gamino
Director of Public Works
City of Bishop

Date

Mike Davidson, PE
Principal Engineer
Wood Rodgers Inc.

Date