



AGENDA

Regular City Council Meeting
and Successor Agency to the Former
Redevelopment Agency

Tuesday, April 6, 2021, 6:00 p.m.

Via Zoom Webinar

www.cityofwasco.org

IMPORTANT NOTICE REGARDING APRIL 6, 2021 COUNCIL MEETING

This meeting is being conducted utilizing teleconferencing, and electronic means consistent with Executive Order N-29-20, Issued by Governor Gavin Newsom on March 17, 2020, and, to the extent applicable, Government Code Section 54953(b) in-person participation by the public will not be permitted. No physical location from which the public may observe the meeting will be available. Remote public participation is allowed in the following ways via Zoom Webinar; please see the instruction below:

Listen to the meeting live via zoom

Member of the public may participate in the meeting by joining the Zoom Webinar via PC, Mac, iPad, iPhone, or Android device using the URL:

<https://us02web.zoom.us/j/81387364060>

Listen to the meeting live via telephone

The public may participate via phone only (without a computer/ smart device) by dialing the below numbers:

Dial Number: 1-669-900-9128

Meeting ID: **81387364060**

ALL PARTICIPANTS WILL BE MUTED AUTOMATICALLY UPON ENTERING THE MEETING. THE CITY CLERK WILL UNMUTE THOSE WHO WISH TO SPEAK AT APPROPRIATE TIME. PLEASE KEEP YOURSELF ON MUTE WHEN NOT SPEAKING. SPEAKERS ARE LIMITED TO TWO (2) MINUTES.

Verbal Participation using Zoom

Please use the "Raise Hand" button to request to speak. Raised hands will only be acknowledged during the Public Hearing and Public Comment sections of the agenda and when the Meeting's presiding officer requests public comments.

Verbal Participation over the phone

Please dial *9 to "raise your hand" to request to speak. Raised hands will only be acknowledged during the Public Hearing and Public Comment sections of the agenda and when the Meeting's presiding officer requests public

comments. Please be advised you will be called on by the phone number you are calling from.

Submitting written comments:

You can also submit your comments via email to cityclerk@cityofwasco.org; such email comments must be identified by adding the Agenda Item Number in the email's subject line. Every effort will be made to read your comment into the record; however, they are limited to two (2) minutes. If a comment is received after the agenda item is heard but before the meeting is adjourned, the comment will still be included as a part of the record of the meeting but will not be read into the record.

American Disability Act Accommodations:

Meetings are accessible to people with disabilities. Requests in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and its materials. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting or who have a disability and wish to request an alternative format for the meeting materials should contact the City Clerk at cityclerk@cityofwasco.org or call 661-758-7203. Every attempt will be made to swiftly address each request. (28 CFR 35.102–35.104 ADA Title II)

You can also submit your comments via email to cityclerk@cityofwasco.org; such email comments must be identified by adding the Agenda Item Number in the email's subject line. Every effort will be made to read your comment into the record; however, they are limited to two (2) minutes. If a comment is received after the agenda item is heard but before the meeting is adjourned, the comment will still be included as a part of the record of the meeting but will not be read into the record.

REGULAR MEETING – 6:00 p.m.

- 1) **CALL TO ORDER:** Mayor
- 2) **FLAG SALUTE:** Mayor
- 3) **INVOCATION:**
- 4) **ROLL CALL:** Mayor Garcia, Mayor Pro Tem Reyna, Council Member Cortez, Martinez, Pallares
- 5) **PRESENTATIONS:**
 - a. Proclamation for Hall Ambulance for their 50th anniversary.
 - b. Proclamation for National Donate Life Month.
 - c. Retirement Recognition for Debra Andreotti for 15 years of Service.

6) PUBLIC COMMENTS: (PLEASE REFER TO THE INSTRUCTION PAGE FOR MORE INFORMATION)

This portion of the meeting is reserved for persons desiring to address the Council and including the Council acting as the Governing Board for the Successor Agency on any matter not on this agenda and over which the Council and Successor Agency has jurisdiction. Speakers are limited to two (2) minutes. Please state your name for the record before making your presentation.

The City Council is very interested in your comments; however, no action may be taken at this meeting due to Brown Act requirements. Should your comments require further consideration by the City Council or the Successor Agency, the item will be agendized for a report and discussed at a future City Council meeting.

7) SUCCESSOR AGENCY BUSINESS: None

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS:

- a. Receive and file department payments totaling \$1,708.64 (Perez-Hernandez)

CITY COUNCIL BUSINESS:

9) CONSENT CALENDAR:

The Consent Calendar consists of items that, in staff's opinion, are routine and non-controversial. These items are approved in one motion unless a Council Member or member of the public requests removal of a particular item.

- a. Approval of Minutes for March 16, 2021, Regular City Council Meeting.
- b. Receive and file department payments totaling \$136,207.70
- c. Receive and File the Investment Report for the month ended February 28, 2021.
- d. Approval of the Acceptance of the Labor Camp Asbestos Testing Project and Authorization for the City Clerk to file the Notice of Completion.
- e. Adopt a Resolution Accepting New Pedestrian Easement Located at 1148 E Street and Authorizing the City Clerk to File the Grant of Pedestrian Easement with the County Recorder.
- f. Adopt a Resolution Authorizing the City Manager to Approve Amendment to Existing Agreement No. 2020-003 with Willbanks Environmental Consulting Inc, for Environmental Reporting Services in an amount not to exceed \$7,500.
- g. Approve Final Change Orders reducing contract amount by \$36,706.40, Accept the Notice of Completion and Acceptance of the Labor Camp Fencing Project.
- h. Adopt a Resolution Approving an Application for Funding and Authorizing the City Manager to Execute all Required Documents for the Alternative Fuels Mechanic Training with the San Joaquin Valley Air Pollution Control District.

- i. Adopt a Resolution Authorizing the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Following Project: Zero-Emission Bus Purchase Project, \$29,980.00.
- j. Adopt a Resolution Authorizing the City Manager or City Manager's designee to enter into an Administrative Services Agreement with International City Management Association Retirement Corporation (ICMA-RC) for Participation in their 401(a) Money Purchase Plan.
- k. Adopt a Resolution Authorizing the City Manager to Endorse and Enter into an On-Call Services Agreement for Professional Engineering Services Related to Wastewater with John Kular Consulting.

10) PUBLIC HEARINGS: None

11) DEFERRED BUSINESS: None

12) NEW BUSINESS:

- a. Adopt a Resolution for the City Manager to Sign and Execute Award of Agreement with David Knott Inc. in the amount of \$41,288.00 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$5,000 for the Demolition Project located at 764 H Street. (Bishop)
- b. Discussion and Possible Minute Action Legislative Update: 2021 Bill Introduction. (Ortiz Hernandez)
- c. Update on the High-Speed Rail Project. (Ortiz Hernandez)

13) REPORTS FROM COMMISSION AND COMMITTEES:

- a. Kern Economic Development Corporation (Cortez)
- b. Kern Council of Government (Garcia)
- c. Wasco Task Force (Martinez & Reyna)

14) REPORTS FROM KC FIRE AND SHERIFF :

15) REPORTS FROM CITY MANAGER:

16) REPORTS FROM CITY COUNCIL:

17) CLOSED SESSION:

- a. Approval of Closed Session Minutes for March 16, 2021 Meeting.
- b. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Pursuant to Paragraph (2) of Paragraph (d) and Paragraph (3) of Paragraph (e) of Section 54956.9: Claim filed by Peter A. Habell and Yolanda Figueroa

c. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Pursuant to Paragraph (2) of Paragraph (d) and Paragraph (3) of Paragraph (e) of Section 54956.9: Claim filed by Blue Oak Energy, LLC

18) CLOSED SESSION ACTION:

19) ADJOURNMENT:

This is to certify that this agenda was posted at Wasco City Hall on April 2, 2021. The agenda is also available on the City website at www.cityofwasco.org



Maria O. Martinez, City Clerk

All agenda item supporting documentation is available for public review in the city website www.cityofwasco.org and the office of the City Clerk of the City of Wasco, 746 8th Street, Wasco, CA 93280 during regular business hours, 7:30 a.m. – 5:00 p.m. Monday through Thursday and 8–5 p.m. Friday (closed alternate Friday's), following the posting of the agenda. Any supporting documentation related to an agenda item for an open session of any regular meeting that is distributed after the agenda is posted and prior to the meeting will also be available for review at the same location and available at the meeting. **Please remember to turn off all cell phones, pagers, or electronic devices during Council meetings.**

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Bill Pay List

WPFA : Tuesday April 06, 2021

WarrantNo	Amount
W030121	604.16
W010121	552.24
W020121	552.24
Grand Total	\$ 1,708.64

Verified by:
Finance Director

Isarel Perez-
Hernandez

Digitally signed by: Isarel Perez-
Hernandez
DN: CN = Isarel Perez-Hernandez email
= iperez@cityofwasco.org C = US O =
City of Wasco
Date: 2021.04.02 12:04:23 -08'00'

	A	B	C	D	E	F	G	H	I
	WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	CkNo	Description	Amounts
1	W030121	NBS GOVERNMENT FINANCE GRO	2458		221000401		2373	DISTRICT 91-2B,93-1,PROFESSIONAL SRVCS MA	604.16
2	W030121 Total								604.16
3	W010121	NBS GOVERNMENT FINANCE GRO	2458		1120000560		2371	DISTRICT 91-2B,93-1,PROFESSIONAL SRVCS JAN	552.24
4	W010121 Total								552.24
5	W020121	NBS GOVERNMENT FINANCE GRO	2458		1210000118		2372	DISTRICT 91-2B,93-1,PROFESSIONAL SRVCS FEE	552.24
6	W020121 Total								552.24
7								GRAND TOTAL	1,708.64



Bill Pay List

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Council Meeting: Tuesday April 06, 2021

WarrantNo	Amount
MB021021	2,352.37
WF022821	9,715.72
G030221	28,412.03
G020721	60,942.88
A030121	449.77
G011321	812.44
G111220	6,077.50
G121620	82,436.36
G020821	8,203.44
G030321	13,513.73
A030221	370.15
G030421	32,341.94
G020921	12,471.71
A030321	114,927.77
A020521	8,008.58
G111320	120.00
Grand Total	\$ 381,156.39

Isarel Perez
Hernandez

Digitally signed by: Isarel Perez-
Hernandez
DN: CN = Isarel Perez-Hernandez
email = isperes@cityofwasco.org
C = US O = City of Wasco
Date: 2021.04.02 12:03:57 -0800

Verified by:
Finance Director

	A	B	C	D	E	F	G	H	I
	WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	CkNo	Description	Amounts
1	MB021021	CARD SERVICE CENTER	4919	20217	DO011421-021021		5030	ZOOM SRVCS 01/23/20-02/22/21	129.94
2	MB021021	CARD SERVICE CENTER	4919	20217	DO011421-021021		5030	ZOOM SRVCS 02/02/21-02/22/21	101.57
3	MB021021	CARD SERVICE CENTER	4919		DO011421-021021		5030	CAMERA SYSTEM PURCHASE AT KCSO'S FOR SHERIFF'S SUBSTATION	1,255.69
4	MB021021	CARD SERVICE CENTER	4919		DO011421-021021		5030	2021 CITY MANAGERS CONFERENCE: ATTENDEE REGISTRATION	325.00
5	MB021021	CARD SERVICE CENTER	4919		DO011421-021021		5030	BUSINESS PRIME MEMBERSHIP FEE	540.17
6	MB021021 Total								2,352.37
7	WF022821	WELLS FARGO CREDIT CARD	4426	20217	WF022821-FAC		5031	BATTERIES FOR HAND SANITIZER STATIONS	8.65
8	WF022821	WELLS FARGO CREDIT CARD	4426	20217	WF022821-FAC		5031	BATTERIES FOR HAND SANITIZER STATIONS	8.65
9	WF022821	WELLS FARGO CREDIT CARD	4426	20217	WF022821-FAC		5031	PROPANE TANKS FOR OUTDOOR HEATERS FOR CITY COUNCIL GOAL SETTING	99.37
10	WF022821	WELLS FARGO CREDIT CARD	4426	20217	WF022821-FAC		5031	TIE DOWN SUPPLIES FOR REOPENING OF PIZZA FACTORY	131.24
11	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-CC		5031	BUSINESS CARDS FOR COUNCIL MEMBER	29.23
12	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-CM		5031	ASSIST TO CITY MANAGER ICMA ELDG TRAINING	102.32
13	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-CM		5031	OFFICE SUPPLIES FOR CITY HALL	15.91
14	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-CCLERK		5031	ANNUAL MEMBERSHIP FEE FOR CITY CLERK	115.00
15	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FIN		5031	BUSINESS CARDS FOR FINANCE DIRECTOR	29.23
16	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-HR		5031	HAND DELIVER FINAL CHECK FOR HR	78.12
17	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-HR		5031	MEMBERSHIP DUES 03/01/21-02/28/22-HR	219.00
18	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-PLAN		5031	Information stand for customer-Planning Dept	197.63
19	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-CH		5031	STARBUCK GIFT CARDS FOR EMPLOYEES BIRTHDAY	300.00
20	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-ENG		5031	2021 ICMA WEST COAST REGIONAL CONFERENCE: ICMA MEMBERS	129.00
21	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-ENG		5031	2021 PUBIC WORKS OFFICERS INSTITUTE - LEAGUE OF CALIFORNIA CITIES	225.00
22	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-ENG		5031	2021 PUBLIC WORKS OFFICERS INSTITUTE	225.00
23	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-ENG		5031	APWA SOUTHERN CA CHAPTER EVENT REGISTRATION	10.00
24	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-ENG		5031	LEAGUE OF CALIFORNIA CITIES 2021 PUBLIC WORKS OFFICERS	225.00
25	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-ENG		5031	BACKPACKS FOR LAPTOPS	64.94
26	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-BUILD		5031	Membership Renewal for Marlo Glaser	250.00
27	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-BUILD		5031	BACKPACKS FOR LAPTOPS	64.93
28	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-CODE		5031	Training for Christian Tovar	299.00
29	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-CODE		5031	BACKPACKS FOR LAPTOPS	64.92
30	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-ST		5031	CONCRETE FOR ROAD SIGNS	136.40
31	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-ST		5031	DOWNTOWN LIGHTS	19.45
32	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-ST		5031	FENCE REPAIR POSO	15.13
33	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-ST		5031	MAN HOLE COVER AND RING REPLACEMENT AT H STREET	359.82
34	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-ST		5031	BACKPACK BLOWER: BACK PLATE AND 501 OIL	208.25
35	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-ST		5031	EDGER BLADE	106.71
36	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-ST		5031	FOR IRRIGATION CONTROL	11.90
37	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-ST		5031	SPRINKLER VALVE D STREET AND 7TH STREET	84.65
38	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-ST		5031	VALVE PART TO REPLACE VALVE ON D STREET AND 7TH ST	9.61
39	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-ST		5031	CONCRETE FOR MANHOLE ON H STREET SOUTH OF 9TH STRT	288.50
40	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-ST		5031	PHOTO CELL FOR STREET LIGHT	64.90
41	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-ST		5031	SPRINKLER PARTS	365.36
42	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-ST		5031	SPRINKLER PARTS FOR FILBURN	58.06
43	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	ANIMAL CONTROL #33: HARMONIC BALANCER INSTALL TOOL	6.49



Bill Pay List

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	A	B	C	D	E	F	G	H	I
	WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	CkNo	Description	Amounts
44	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	ANIMAL CONTROL #33: POWER SWTEERING PUMP	152.33
45	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	ANIMAL CONTROL #33: TIMING COVER SEAL AND GASKET	43.29
46	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	POWER STEERING PULLER AND FLUID	75.73
47	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	STREET #88: 2 GALLON OF ANIT-FREEZE	18.69
48	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	STREET #88: DOOR LOCKS	48.58
49	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	STREETS #107 AND #108: OIL AND FILTERS	65.87
50	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	SHOP #: 220 VOLTS CONNECTOR AND TAPE	31.47
51	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	SHOP #11 COMPRESSOR 2 BELTS	52.52
52	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	SHOP #11: SHOP COMPRESSOR, ELECTRIC CABLES	54.63
53	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	SHOP #11: SHOP LIGHT	18.99
54	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	SHOP #GENERAL: AIR COMPRESSOR VALVE	53.03
55	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	SHOP: ELECTRICAL FUSES	34.62
56	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	DIPSOSAL #23: DEF	49.77
57	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	DISPOSAL #13: ARM MAS FABRICATION AND ANGLE IRON	31.18
58	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	DISPOSAL #13: ELECTRICAL CLEANER	11.06
59	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	DISPOSAL #13: ELECTRICAL CONNECTORS	12.21
60	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	DISPOSAL #15: 2 TIRE MOUNT	80.00
61	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	DISPOSAL #15: TRANSMISSION FLUID	243.30
62	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	DISPOSAL #15: TRANSMISSION HOSE	180.97
63	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	DISPOSAL #19: METAL AND NUTS AND BOLTS	79.77
64	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	DISPOSAL #19: NUTS AND BOLTS	95.77
65	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	DISPOSAL #20: TRACTOR TIRE REPLACEMENT	190.00
66	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	DISPOSAL #22: CUTTING WHEELS	69.63
67	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	DISPOSAL #22: HYDRAULIC HOSE	77.58
68	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	DISPOSAL #86: PM SERVICE FILTERS	51.85
69	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	DISPOSAL #GENERAL: #12 HEAVY DUTY GLASS CLEANER	53.13
70	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	DISPOSAL #25: CENTER BROOM BOLTS AND NUTS	16.95
71	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	DISPOSAL #15: AIR PRESSURE PIPE FITTINGS	3.89
72	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	MATERIAL # GENERAL: SHOP WALL CABLES	27.94
73	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	MATERIAL #: DEGREASER SPRAY BOTTLE AND SHOP LIGHT	45.45
74	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	MATERIAL#GENERAL: TIRE REMOVAL SOAP	7.51
75	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SHOP		5031	MATERIAL #GENERAL: PIPE FITTINGS AND HOSES	135.07
76	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	BATTERIES FOR HAND SANITIZER STATION	18.18
77	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	PROJECT CHAIN FOR LABOR CAMP	103.14
78	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	ELECTRICAL CABLE 25 FT	22.72
79	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	EPOXY PUTTY AND 2 COPIED KEYS	10.25
80	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	FENCE PROJECT TO REPAIR LABOR CAMP FENCING	39.37
81	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	GORILLA GLUE ADHESIVE	7.03
82	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	LOCKS FOR LABOR CAMP	133.08
83	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	SAWZALL BLADES	8.11
84	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	SCOTCH TAPE ROLL	1.40
85	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	SCREWDRIVER AND STEPSTOOL	74.66
86	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	KEY COPIES FOR COURTHOUSE 3X	6.07
87	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	KEYS COPIED FOR COURTHOUSE	7.97
88	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	KEYS MADE FOR PW AND COURTHOUSE FOR CITY CLERK	7.49
89	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	LIGHT SWITCH REPLACEMENT FOR CITY HALL	10.00
90	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	PAINT SUPPLIES FOR COUNCIL CHAMBERS PAINT JOB	280.50
91	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	SANDING BLOCK FOR CITY OF WASCO SIGN AT COUNCIL CH	4.10
92	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	KEY COPIES FOR COURTHOUSE 3X	6.07
93	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	KEY COPIES FOR COURTHOUSE 3X	6.06
94	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	PIPE CAP FOR SEWER LEAK	4.32
95	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	POWER STRIP FOR PLANNING	4.83
96	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	FENCE HARDWARE FOR ANIMAL CONTROL	1.40
97	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	2 KEYS MADE FOR WELL #14	3.98
98	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	GATE HARDWARE FOR WELL #14	19.22
99	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	BATTERIES FOR HAND SANITIZER STATION	16.23
100	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	EPOXY PUTTY AND SCREWS FOR TOILET LEAK	7.07
101	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	HAND SANITIZERS AND ALCOHOL WIPES FOR GOAL SETTING	23.75
102	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	HAND SANITIZERS AND ALCOHOL WIPES FOR GOAL SETTING	58.42
103	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-FAC		5031	KEY MADE AND PLUMBING SUPPLIES FOR PUBLIC WORKS	18.48
104	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-WWT		5031	KEYBOARD COMBO FOR WASTE WATER OFFICE	46.52
105	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-WWT		5031	MOUSE AND PENS FOR WATER DEPARTMENT	36.68
106	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-WWT		5031	BACKPACKS FOR LAPTOPS	32.46
107	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-WWT		5031	CAY FLAT HOUSE FOR TRASH PUMP	171.61
108	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-WWT		5031	CHART RECORD FOR FLOWS AND PUMPING RATES	206.03



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	A	B	C	D	E	F	G	H	I
	WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	CkNo	Description	Amounts
109	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-WWT		5031	GLOVES FOR DAILY OPERATION	229.08
110	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-WWT		5031	GLOVES FOR WATER DEPARTMENT DRILL PUMPS FOR WATER	100.02
111	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-WWT		5031	LOCKS AND CLASP FOR PANEL AT LIFT STATION	51.57
112	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-WWT		5031	LOCKS FOR CABINET AND HOUSE COUPLING FOR HOSE REPA	45.40
113	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-WWT		5031	U-BELTS FOR BLOWERS, FILTER FOR PUMPS AND DEGREASE	141.13
114	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-WTR		5031	AWWA: SMALL WATER UTILITY INSIGHTS AWIA COMPLIANCE	50.00
115	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-WTR		5031	GAS FOR TORCH	5.19
116	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-WTR		5031	ROPE FOR WACKER PACKER	4.64
117	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-WTR		5031	METER WRENCH	118.52
118	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-WTR		5031	CORDLESS COMBO KIT	728.23
119	WF022821	WELLS FARGO CREDIT CARD	4426		WF022821-SAN		5031	BACKPACKS FOR LAPTOPS	32.46
120	WF022821	WELLS FARGO CREDIT CARD	4426	21038	WF022821-PW		5031	GATE SIGNS	37.22
121	WF022821	WELLS FARGO CREDIT CARD	4426	21038	WF022821-PW		5031	LABOR CAMP MEETING SUPPLIES	34.91
122	WF022821 Total								9,715.72
123	G030221	ADVANTAGE ANSWERING PLUS	2564		000020-348-211		20750	ANSWERING SRVCS MAR 21	339.80
124	G030221	AMAZON CAPITAL SERVICES, INC	4968		1MTR-3X11-6LJF		20751	FIELDPIECE HS36: AUTORANGING TRUE RMS STICK	241.67
125	G030221	AMAZON CAPITAL SERVICES, INC	4968		1PFV-LK64-7749		20751	MICROPHONE FLR STAND/CASE WTR/SHOCK PRF-CC/SHERIFF	81.16
126	G030221	AMAZON CAPITAL SERVICES, INC	4968		1KW3-GRYT-JMCH		20751	TPMS SENSOR TOOL	368.05
127	G030221	AMAZON CAPITAL SERVICES, INC	4968	21038	17GK-PLR6-PNNQ		20751	ZIPTIES FOR HANGING SIGNS @ LABOR CAMP	66.87
128	G030221	BC LABORATORIES, INC.	63		B407972		20752	WTR SAMPLE TEST 2/23/21 BACTERIOLOGICAL	70.00
129	G030221	BC LABORATORIES, INC.	63		B408208		20752	WW SAMPLE TEST 2/23/21 INFLUENT MONITORING	70.00
130	G030221	BRIGHT HOUSE NETWORK, LLC	68		6.41624E+13		20753	INTERNET SRVCS 02/28/21-03/27/21 FOR COW	224.55
131	G030221	CALIFORNIA HIGHWAY PATROL	508		GPPV 2021		20754	GPPV PARATRANSIT 5 VEHICLES INSPECTION FOR 2021	250.00
132	G030221	CAMARILLO, STELLA	5302	21042	S.CAMARILLO-REBATE		20755	S.CAMARILLO NEIGHBORHOOD CAMERA REBATE MEASURE X	100.00
133	G030221	CARTER PUMP & MACHINE, INC.	413		24726		20756	4 INCH ALUMINUM AIR VENTS	353.33
134	G030221	CINTAS CORPORATION NO. 3	4480		4077745614		20757	UNIFORM SRVCS 03/05/21	318.53
135	G030221	CITY OF WASCO-UB PAYMENTS	1875		582376		20758	01/15/21-02/15/21 810 8TH ST	56.44
136	G030221	CITY OF WASCO-UB PAYMENTS	1875		581968		20758	03/01/21-03/31/20 810 8TH ST	15.80
137	G030221	CITY OF WASCO-UB PAYMENTS	1875		582408		20758	01/15/21-02/15/21 1445 12TH ST	46.32
138	G030221	CITY OF WASCO-UB PAYMENTS	1875		582674		20758	01/15/21-02/15/21 800 BLOCK OF CENTRAL	91.52
139	G030221	CITY OF WASCO-UB PAYMENTS	1875		582677		20758	01/15/21-02/15/21 1100 CENTRAL AVE	91.52
140	G030221	CITY OF WASCO-UB PAYMENTS	1875		582679		20758	01/15/21-02/15/21 1500 BLOCK OF CENTRAL	91.52
141	G030221	CITY OF WASCO-UB PAYMENTS	1875		582795		20759	01/15/21-02/15/21 764 E ST	121.56
142	G030221	CITY OF WASCO-UB PAYMENTS	1875		582008		20759	03/01/21-03/31/21 764 E ST	182.21
143	G030221	CITY OF WASCO-UB PAYMENTS	1875		582849		20759	01/15/21-02/15/21 847 F ST	121.56
144	G030221	CITY OF WASCO-UB PAYMENTS	1875		582882		20758	01/15/21-02/15/21 1300 BLOCK OF FILBURN	91.52
145	G030221	CITY OF WASCO-UB PAYMENTS	1875		583237		20758	01/15/21-02/15/21 NW MAPLE/MARGALO	91.52
146	G030221	CITY OF WASCO-UB PAYMENTS	1875		583238		20758	01/15/21-02/15/21 MAPLE/GROMER	91.52
147	G030221	CITY OF WASCO-UB PAYMENTS	1875		583279		20758	01/15/21-02/15/21 2700 BLOCK OF MONDAVI	91.52
148	G030221	CITY OF WASCO-UB PAYMENTS	1875		583335		20758	1500 BLOCK OF PALM	91.52
149	G030221	CITY OF WASCO-UB PAYMENTS	1875		583342		20758	01/15/21-02/15/21 2100 BLOCK OF PALM	91.52
150	G030221	CITY OF WASCO-UB PAYMENTS	1875		583344		20758	01/15/21-02/15/21 400 N BLOCK OF PALM	91.52
151	G030221	CITY OF WASCO-UB PAYMENTS	1875		583346		20758	01/15/21-02/15/21 1700 BLOCK OF PALM #A	91.52
152	G030221	CITY OF WASCO-UB PAYMENTS	1875		583366		20758	01/15/21-02/15/21 1200 BLOCK OF PECAN ST	91.52
153	G030221	CITY OF WASCO-UB PAYMENTS	1875		583369		20758	01/15/21-02/15/21 PENELOPE	91.52
154	G030221	CITY OF WASCO-UB PAYMENTS	1875		583420		20758	01/15/21-02/15/21 1700 BLOCK OF POPLAR	91.52
155	G030221	CITY OF WASCO-UB PAYMENTS	1875		583421		20758	01/15/21-02/15/21 1700 BLOCK OF POPLAR	91.52
156	G030221	CITY OF WASCO-UB PAYMENTS	1875		583461		20758	01/15/21-02/15/21 2500 BLOCK OF POSO DR	91.52
157	G030221	CITY OF WASCO-UB PAYMENTS	1875		583465		20758	01/15/21-02/15/21 2700 BLOCK OF POSO AVE	91.52
158	G030221	CITY OF WASCO-UB PAYMENTS	1875		583492		20759	01/15/21-02/15/21 PALM N. PROSPERITY	91.52
159	G030221	CITY OF WASCO-UB PAYMENTS	1875		583597		20759	01/15/21-02/15/21 1700 BLOCK OF MARGALO	91.52
160	G030221	CITY OF WASCO-UB PAYMENTS	1875		583781		20759	01/15/21-02/15/21 1300 BLOCK OF WILLOW	91.52
161	G030221	COASTLINE EQUIPMENT COMPANY	1947		778033		20760	DISPOSAL #20: HYDRAULIC HOSES & STRAPS	228.71
162	G030221	CUMMINS INC	376		Y8-4323		20761	DISPOSAL #17: ENGINE OXIDE SENSOR	685.02
163	G030221	ELIA GUTIERREZ	5299		14322-0009010390		20762		12.92
164	G030221	FED EX	123		7-296-56934		20763	FEDEX SRVCS MAR 21	27.66
165	G030221	GENERAL OFFICE MACHINE COMPANY	1195		16769		20764	COPIER METER READING 02/01/21-03/01/21	379.68
166	G030221	GLOBAL ENVIRONMENTAL PRODUCTS, INC	4681		662177		20765	DISPOSAL#25:SWEEPER CONVERTER & BELT BRAKETS & SQG	508.28
167	G030221	KERN COUNTY WASTE MANAGEMENT DEPT.	19		LANDFILL MAR 21		20766	LANDFILL FOR MAR 21	12,648.26
168	G030221	LANDEROS, JENNIFER	5300	21042	J.LANDEROS-REBATE		20767	J.LANDEROS NEIGHBORHOOD CAMERA REBATE	100.00
169	G030221	R3 CONSULTING GROUP, INC.	3930		10242		20768	SB1383 SUPPORT SERV & FUND RATE MODEL:TASK 1,4,5	8,286.25
170	G030221	RODRIGUEZ, BERNADETTE	5301	21042	B.RODRIGUEZ-REBATE		20769	B.RODRIGUEZ NEIGHBORHOOD CAMERA REBATE MEASURE X	100.00
171	G030221	SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT	1198		S157131		20770	21/22 ANNUAL PTO: MCCOMBS & ANNIN	577.00
172	G030221 Total								28,412.03



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	WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	CkNo	Description	Amounts
173	G020721	ACC BUSINESS	4766		210463825		20734	FIBER NETWORK SRVCS FEB 21	812.44
174	G020721	AMAZON CAPITAL SERVICES, INC	4968	20217	17XM-3MGW-MGYL		20735	FOLDABLE PROJECTOR SCREEN-GOAL SETTING PUBLIC MTNG	115.80
175	G020721	AMAZON CAPITAL SERVICES, INC	4968	20217	1JLH-CPYL-HR6K		20735	RANKIE DISPLAY PORT TO HDMI CABLE-GOAL SETTING PUB	161.76
176	G020721	AMAZON CAPITAL SERVICES, INC	4968	20217	1N17-44WY-CH1D		20735	4 DEXBOARDS DRY ERASE -GOAL SETTING PUBLIC MTNG	391.59
177	G020721	AMAZON CAPITAL SERVICES, INC	4968	20217	19JQ-61LL-6RVL		20735	RETURN CREDIT FROM INV:1N17-44WY-CH1D	(12.83)
178	G020721	AMAZON CAPITAL SERVICES, INC	4968	20217	1XH9-JC1X-1JRY		20735	BLUETOOTH SPEAKER & CABLE-GOAL SETTING PUBLIC MTNG	705.45
179	G020721	AMAZON CAPITAL SERVICES, INC	4968		1C1D-XN3V-31VC		20735	PLYMOUTH KEYPAD ENTRY W/AUTO-LOCK-CH ANNEX	102.21
180	G020721	AMAZON CAPITAL SERVICES, INC	4968		1C4F-XP74-HJ9M		20735	THERMAL IMAGING MONOCULAR-SHERIFF'S DEPT	2,484.34
181	G020721	AMAZON CAPITAL SERVICES, INC	4968		1FVQ-JHN3-4RWVW		20735	TRENDNET PUNCH DOWN TOOL-FACILITY MAINT.	19.47
182	G020721	AMAZON CAPITAL SERVICES, INC	4968		1WKR-QWF1-VMK1		20735	HEAVY DUTY STAMP FOR HR	27.01
183	G020721	CITY OF WASCO-UB PAYMENTS	1875		579865		20737	02/01/21-02/28/21 810 8TH ST	15.80
184	G020721	CLARK PEST CONTROL	117		27724224		20738	PC: 5409 7TH ST FOR FEB 2021	49.00
185	G020721	CLEAN STRIDE LLC	5289	20217	2935		20739	FEB 2021 MONTHLY CLEANING SERV	1,300.00
186	G020721	CLEAN STRIDE LLC	5289		2935		20739	FEB 2021 MONTHLY CLEANING SERV	4,897.00
187	G020721	CORTECH ENGINEERING, A DXP COMPANY	4876		51960770		20741	REBUILT CENTRIFUGE SLUDGE PUMP LABOR ONLY	2,810.00
188	G020721	CORTECH ENGINEERING, A DXP COMPANY	4876		51960770-1		20741	CENTRIFUGE SLUDGE PUMP PARTS TO COMPLETE REBUILD	1,523.12
189	G020721	COUNTRY TIRE & WHEEL	4953		2206425		20740	DISPOSAL #GENERAL: 6 NEW TIRES	3,538.62
190	G020721	COUNTRY TIRE & WHEEL	4953		5023720		20740	WASTE WTR #42: 4 NEW TIRES	738.15
191	G020721	HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC.	2651		1404		20742	FEB 2021 BIOSOLIDS LOADS	3,842.58
192	G020721	INNOVATIVE ENGINEERING SYSTEMS, INC	4907	20196	35822		20743	FRESH WTR PLANT WELL 14 PROGRAMMING	7,202.50
193	G020721	JEFFRIES BROS., INC	140		84055CT		20744	FUEL FOR FEB 21	9,133.67
194	G020721	PETERSON AUTO SUPPLY	152		337207		20745	SHOP AIR REELS AND AIR HOSES	408.81
195	G020721	PETERSON AUTO SUPPLY	152		337207		20745	SHOP AIR REELS AND AIR HOSES	37.16
196	G020721	PG & E COMPANY	85		46754368564 02/26/21		20746	NE COR CENTRAL AVE & MARGALO ST 02/26/21	204.41
197	G020721	PG & E COMPANY	85		51997041895 02/25/21		20746	UB 02/25/21 MULTIPLE LOCATIONS	18,308.95
198	G020721	THE BAKERSFIELD CALIFORNIAN	206	20213	2737611		20748	7TH STREET TREE WELL REPAIRS ADVERTISEMENT	760.68
199	G020721	THE RADAR SHOP INC.	4400		RS-11715		20749	SHIPPING FROM INV:13290 & 13291 DATED 01/27/21	20.00
200	G020721	T-MOBILE	4899		964042089 FEB 21		20747	CELL PHONES 01/21/21-02/20/21	745.19
201	G020721	VELAZCO, JESUS	4764		87931		20736	STREETS #32: 2 SEATS AND OVERHEAD LINER UPHOLSTER	600.00
202	G020721 Total								60,942.88
203	A030121	ADMINISTRATIVE SOLUTIONS-FRESNO	2208		44258		5032	MEDICAL CHECK RUN 03/03/21	449.77
204	A030121 Total								449.77
205	G011321	ACC BUSINESS	4766		00001212019-JAN 21		20733	ACCT:00001212019 NETWORK SRVCS JAN 21	812.44
206	G011321 Total								812.44
207	G111220	R3 CONSULTING GROUP, INC.	3930		10018		20730	SB1383 SUPPORT SERV & FUND RATE MODEL: TASK 1-5	6,077.50
208	G111220 Total								6,077.50
209	G121620	BRADLEY & SONS, INC.	2409	20207	153280000		20731	GROUNWATER MONITORING WELLS	73,460.00
210	G121620	WILLBANKS ENVIRONMENTAL CONSULTING, INC.	4147	20207	20757		20732	MW INSTALLATION	8,976.36
211	G121620 Total								82,436.36
212	G020821	CODE PUBLISHING COMPANY	2775		69031		20775	890 PRINTING MUNICIPAL CODE-FULL CODE PRINT	433.50
213	G020821	CORTECH ENGINEERING, A DXP COMPANY	4876		51956736		20776	PUMP AND FLANGE BOLTS INSTALLATION	588.71
214	G020821	INFO SEND, INC.	4244		187436		20777	INSERT:PRINT & MAIL FEB 21 UB BILLS	2,790.31
215	G020821	NEW YORK LIFE INSURANCE COMPANY	4733		510763000 FEB 21		20778	INS. PREMIUM FEB 21	408.00
216	G020821	SWAGIT PRODUCTIONS, INC	5178		17291		20779	VIDEO STREAMING SRVCS FEB 21	1,435.00
217	G020821	THE LAW OFFICES OF YOUNG WOOLDRIGE	4965		74794		20782	LEGAL SRVCS FEB 21	660.00
218	G020821	UNIVAR USA INC	111		48985039		20780	LIQUID CHLORINE WELL #8 POSO	471.86
219	G020821	UNIVAR USA INC	111		48985040		20780	LIQUID CHLORINE WELL #10 IRIS & GRIFFITH	380.05
220	G020821	VERIZON WIRELESS SERVICE LLC	4237		9874185830		20781	CELL PHONES & IPADS 01/26/21-02/25/21	1,036.01
221	G020821 Total								8,203.44
222	G030321	ACCUONTEMPS	268		57244693		20783	TEMP M.SOLORIO WE 02/26/21	746.64
223	G030321	ACCUONTEMPS	268		57284927		20783	TEMP M.SOLORIO WE 03/05/21	825.96
224	G030321	ADMINISTRATIVE SOLUTIONS-FRESNO	2208		A1011250		20784	HRA ADMIN 03/21-03/22 & FSA ANNUAL FEE	322.00
225	G030321	AMAZON CAPITAL SERVICES, INC	4968		14HG-TVUJ-FVDM		20785	CHARGER FOR CITY IPADS & IPHONES	28.12
226	G030321	AMAZON CAPITAL SERVICES, INC	4968		17DH-KFTJ-GRCG		20785	OFFICE SUPPLIES- DIAL-A-RIDE DRIVERS	331.61
227	G030321	AMAZON CAPITAL SERVICES, INC	4968		19P3-74NV-C6TM		20785	AIR COMPRESSOR FILTERS & PACK OF 12X GLOVES	79.18
228	G030321	AMAZON CAPITAL SERVICES, INC	4968		1NGG-VNWD-PNJX		20785	PRINTER INK & HEAD FOR PW/GIS	772.85
229	G030321	AMAZON CAPITAL SERVICES, INC	4968		1RJJ-MVLG-L1QR		20785	RETURN CREDIT FROM INV:1NGG-VNWD-PNJX	(82.22)
230	G030321	AMERICAN REFUSE INC	183		94982		20786	RECYCLING @ 801 8TH ST FOR MARCH 2021 PW	81.81
231	G030321	AMERICAN REFUSE INC	183		94983		20786	RECYCLING @ 764 E ST FOR MARCH 2021	81.81
232	G030321	BC LABORATORIES, INC.	63		B408335		20787	WW SAMPLE TEST 2/25/21 INFLUENT MONITORING	70.00
233	G030321	BC LABORATORIES, INC.	63		B408550		20787	WTR SAMPLE TEST 3/2/21 BACTERIOLOGICAL	70.00
234	G030321	BC LABORATORIES, INC.	63		B408578		20787	WW SAMPLE TEST 2/16/21 INFLUENT MONITORING	153.00
235	G030321	BRIDGEPORT TRUCK MANUFACTURING, INC	4493		41830-00		20788	DISPOSAL #23: PTO SEAL KIT	256.30
236	G030321	BRIGHT HOUSE NETWORK, LLC	68		7.72614E+13		20749	INTERNET SRVCS 03/09/21-04/08/21 SHERIFF SUB	131.96
237	G030321	CALLTOWER, INC	5098		200699582		20790	PHONE SRVCS FOR FEB 21	52.41



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238	G030321	CENTRAL CALIFORNIA POWER INC	2552		115329		20791	DISPOSAL #18: VALVE COVER AND DPF SYSTEM	2,839.88
239	G030321	COASTLINE EQUIPMENT COMPANY	1947		779672		20793	DISPOSAL #20: WATER PUMP	376.22
240	G030321	DEPARTMENT OF JUSTICE	1668		498395		20794	FINGERPRINT FOR FEB 21	81.00
241	G030321	FED EX	123		7-304-24661		20795	FEDEX SRVCS MAR 21	137.72
242	G030321	INFO SEND, INC.	4244		188015		20796	INSERT:ORGANICS OUTREACH FLYERS WITH STATEMENTS	1,070.74
243	G030321	INFO SEND, INC.	4244		188014		20796	INSERT:WAC IST QRT 2021 WITH STATEMENTS	735.00
244	G030321	JEFFRIES BROS., INC	140		84494		20797	PUMP OIL USED FOR ALL WELL LOCATIONS	1,397.93
245	G030321	KAREN JANETH VALDEZ MARTINEZ	5303		15728-0135003410		20798	RFND CREDIT 341 C ST	0.50
246	G030321	OFFICE DEPOT, INC	33		1.62929E+11		20799	OFFICE SUPPLIES FOR FINANCE	68.05
247	G030321	PG & E COMPANY	85		35931967851 03/08/21		20800	UB NW NE SE 9 27 24 GEN-ANNEX BUILDING 03/08/21	645.05
248	G030321	PG & E COMPANY	85		44600014086 03/10/21		20800	CENTRAL AVE & HWY 46 NW 03/10/21	92.33
249	G030321	PG & E COMPANY	85		54155040196 03/09/21		20800	CENTRAL AVE & HWY 46 NW FLASHING BEACON 03/09/21	12.88
250	G030321	SHAFTER-WASCO IRRIGATION DISTRICT	1055		2ND ISTALL AG LAND		20802	2ND INSTALL MUNICIPAL AG LAND	1,670.00
251	G030321	SOUTHERN CALIFORNIA GAS COMPANY	1438		02/01/21-03/01/21		20803	CNG FUEL BILL 02/01/21-03/01/21	152.00
252	G030321	TAG/AMS, INC	298		2787803		20804	URINE DRUG TEST 02/05/21	85.00
253	G030321	THE SHAFTER PRESS/ WASCO TRIBUNE	4787		2026		20801	ADVERTISING:ADMINISTRATIVE ASSIST I	48.00
254	G030321	VELAZCO, JESUS	4764		87934		20792	WATER #50: DRIVER SEAT UPHOLSTER	180.00
255	G030321 Total								13,513.73
256	A030221	ADMINISTRATIVE SOLUTIONS-FRESNO	2208		44264		5034	MEDICAL CHECK RUN 03/09/21	370.15
257	A030221 Total								370.15
258	G030421	ACCOMTEMS	268		57323818		20810	TEMP M.SOLORIO WE 03/12/21	800.01
259	G030421	AMAZON CAPITAL SERVICES, INC	4968		1RR1-7PV4-P6QY		20811	2021 AT-A-GLANCE CALENDAR FOR WWT	28.75
260	G030421	AMAZON CAPITAL SERVICES, INC	4968		1QN1-VMPM-PCJ9		20811	HDMI CABLES FOR PLANNING DEPT	10.96
261	G030421	AMAZON CAPITAL SERVICES, INC	4968	21038	1Y94-FHN1-TGRN		20811	2X ZIPTIES FOR HANGING SIGNS @ LABOR CAMP	23.02
262	G030421	BC LABORATORIES, INC.	63		8409048		20812	WTR SAMPLE TEST WELL #11 3/2/21 DRINKING WTR-EDT	118.00
263	G030421	BOOT BARN #26	1063		INV00097365		20813	FY 20/21: E. QUINTANA BOOT ALLOWANCE	200.00
264	G030421	BOOT BARN #26	1063		INV00097364		20813	FY 20/21: E. BARRAZA BOOT ALLOWANCE	146.13
265	G030421	BRIGHT HOUSE NETWORK, LLC	68		6.44775E+13		20814	INTERNET SRVCS 03/03/21-04/12/21-COW	117.38
266	G030421	CLARK PEST CONTROL	117		28316339		20816	MARCH 2021: 5410 7TH ST PEST CONTROL SERVICE	51.00
267	G030421	CLEAN STRIDE LLC	5289	20217	31107		20817	DISINFECT/FOG,WASH 16 PASSENGER INSIDE & OUT VAN	400.00
268	G030421	FED EX	123		7-312-40372		20818	FEDEX SRVCS MAR 21	23.57
269	G030421	FERGUSON ENTERPRISES INC	1008		1610599		20819	REPLACEMENTS FOR METERS NOT CURRENTLY WORKING	1,722.65
270	G030421	GERMAN ROJAS	5304		16846-0350002210		20820	RFND CREDIT 221 PETERS	80.50
271	G030421	GRAYBAR	493		9320458408		20821	COW LIGHTING: POST TOP FIXTURE HEADS	972.27
272	G030421	INNOVATIVE ENGINEERING SYSTEMS, INC	4907	20196	36086		20822	FRESH WTR PLANT WELL #14 PROGRAMMING	2,397.50
273	G030421	INNOVATIVE ENGINEERING SYSTEMS, INC	4907		36043		20822	COW PRESSURE TRANSMITTER INSTALLATION	4,917.57
274	G030421	JEFFRIES BROS., INC	140		84748		20823	533 X NESTEMY RNWBL DYED DSL 99	1,569.42
275	G030421	JEFFRIES BROS., INC	140		84749		20823	209X NESTEMY RNWBL DYED DSL 99	615.42
276	G030421	KERN COUNTY WASTE MANAGEMENT DEPT.	19		WAS FEB 21		20824	FEB 2021: WASCO GATE FEE	1,851.35
277	G030421	KNIGHT'S PUMPING & PORTABLE SERVICE, INC	1075		84251		20825	3/09/21 TO 4/05/21: GREEN WASTE PORTABLE TOILET	57.67
278	G030421	MARTIN, ARMANDO JR	5195		805		20833	FEB 2021 SERVICES: ANIMAL REMOVAL & DISPOSAL	1,200.00
279	G030421	OFFICE DEPOT, INC	33		1.62929E+11		20826	3 CUSTOM STAMPS FOR AP	87.65
280	G030421	PG & E COMPANY	85		02579048568 03/12/21		20827	UB 2692 GRAPEVINE LN 03/12/21	12.13
281	G030421	PG & E COMPANY	85		00079945770 5409 7TH		20827	UB FEB21 5409 7TH STREET	100.19
282	G030421	PG & E COMPANY	85		58161952393 03/15/21		20827	UB MCCOMBS & GRIFFITH SE COR 03/15/21	3,619.53
283	G030421	PG & E COMPANY	85		21147131763 03/17/21		20827	UB STREET LIGHT TRACT 7311-4 ON FILLBURN 03/17/21	18.04
284	G030421	PG & E COMPANY	85		29915249253 03/16/21		20827	UB 810 8TH ST 03/16/21	32.08
285	G030421	PG & E COMPANY	85		34334121893 03/16/21		20827	UB 25' N/O FILBURN ON BECKES 03/16/21	11.01
286	G030421	PG & E COMPANY	85		27677027560 03/18/21		20827	UB 603 PALM AVE 03/18/21	19.01
287	G030421	PG & E COMPANY	85		83658717562 03/17/21		20827	UB ANNEX PARKING LIGHT 03/17/21	10.83
288	G030421	PHOENIX GROUP INFORMATION SYSTEMS	4913		22021239		20828	CITATIONS FEES & SRVCS FEB 21	422.44
289	G030421	READYREFRESH BY NESTLE	4027		11C0018613430		20829	2/15/21 TO 3/14/21: 5410 7TH ST DRINKING WTR	135.62
290	G030421	SEMITROPIC WATER STORAGE DISTRICT	329		487-200-06-00-5 2021		20830	2020/2021 2ND INSTALLMENT PAYMENT	120.00
291	G030421	SILVER & WRIGHT LLP	4804	20191	27574		20831	NUISANCE ABATEMENT FEB 21	90.40
292	G030421	THE GAS COMPANY	246		054416554304 FEB 21		20832	02/09/21-03/11/21 SAL-1445 12TH ST	44.63
293	G030421	THE GAS COMPANY	246		08331820137 FEB 21		20832	02/09/21-03/11/21 COURTHOUSE-757 F ST	51.65
294	G030421	THE GAS COMPANY	246		08961820373 FEB 21		20832	02/09/12-03/11/21 CITY YARD-845 F ST	243.35
295	G030421	THE GAS COMPANY	246		08121820008 FEB 21		20832	02/09/21-03/11/21 SHERIFF'S-748 F ST	124.46
296	G030421	VELAZCO, JESUS	4764		87938		20815	WATER #51: UPHOLSTER 2 SEATS 7 HEAD LINER	420.00
297	G030421	VERIZON CONNECT NWF INC	4908		OSV000002377034		20834	MONTHLY GPS FEB 21 MULTIPLE DEPT	152.00
298	G030421	WILLIAM C. STATLER	5136		NO.1 JAN-FEB 2021		20835	JAN-FEB 21 FINANCIAL MGMNT SRVCS/PER AGRMNT1/19/21	9,323.75
299	G030421 Total								32,341.94
300	G020921	CALIFORNIA RURAL WATER ASSOCIATION	1084		MEM DUES,APR 21-22		20806	APR 2021-APR 2021 MEMBERSHIP RENEWAL	1,367.00
301	G020921	CINTAS CORPORATION NO. 3	4480		4077081391		20805	UNIFORM SRVCS 02/26/21	320.29
302	G020921	DEE JASPAR AND ASSOCIATES, INC	378	20196	21-02035		20808	WASCO WELL#14 PROFESSIONAL SRVCS 02/03/21-02/22/21	1,665.81



Bill Pay List

	A	B	C	D	E	F	G	H	I
	WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	CkNo	Description	Amounts
303	G020921	DEE JASPAR AND ASSOCIATES, INC	378		21-02039		20808	SCADA REVIEW PROFESSIONAL SRVCS 2/17/21	154.00
304	G020921	DEE JASPAR AND ASSOCIATES, INC	378	21027	21-02036		20808	WELL#15 PROJECT PROFESSIONAL SRVCS 2/1/21-2/26/21	4,895.08
305	G020921	DEE JASPAR AND ASSOCIATES, INC	378	21024	21-02038		20808	WELL #16 PROJECT PROFESSIONAL SRVCS 2/2/21-2/28/21	2,255.03
306	G020921	DEE JASPAR AND ASSOCIATES, INC	378	20218	21-02045		20808	WELL #12 TCP EPS#10298 02/28/21	705.00
307	G020921	INNOVATIVE ENGINEERING SYSTEMS, INC	4907	20196	35992		20809	FRESH WTR PLANT WELL #14 PROGRAMMING	857.50
308	G020921	INNOVATIVE ENGINEERING SYSTEMS, INC	4907		35991		20809	COW FRESH WATER	252.00
309	G020921 Total								12,471.71
310	A030321	ADMINISTRATIVE SOLUTIONS-FRESNO	2208		44272		5035	MEDICAL CHECK 03/17/21	583.77
311	A030321	CSJVRMA	78		RMA 2021-0409		5036	20/21 4TH QTR DEP LIABILITY & WORKER' S COMP	114,344.00
312	A030321 Total								114,927.77
313	A020521	METROPOLITAN LIFE INSURANCE COMPANY	4932		TS059540570001 MAR21		5037	INS. PREMIUYM MAR 21	8,008.58
314	A020521 Total								8,008.58
315	G111320	SEMITROPIC WATER STORAGE DISTRICT	329		487-200-06-00-5 2020		20805	2020/2021 1ST INSTALLMENT PMT	120.00
316	G111320 Total								120.00
317	(blank)	(blank)	(blank)	(blank)	(blank)		(blank)	(blank)	
318	(blank) Total								
319								Grand Total	381,156.39

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Meeting of March 16, 2021
Regular Meeting – 6:00 p.m.
Via Zoom Webinar

REGULAR MEETING – 6:00 p.m.

1) CALL TO ORDER:

This meeting was called to order by Mayor Garcia at 6:02 pm and announced the meeting was being held Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020. All members are joining this meeting remotely via Zoom Webinar.

2) FLAG SALUTE: Led by Mayor Garcia.

3) INVOCATION: Pastor Sam Estes from City Advance

4) ROLL CALL:

Present: Mayor Garcia, Mayor Pro Tem Reyna, Council Members Martinez, Pallares
Absent: Member Cortez

5) PRESENTATIONS:

- a. Warren Craig- Retirement Recognition for 20 Years of Service.

Mayor Garcia and Public Works Director Bishop recognized Warren Craig for 20 years of service.

6) PUBLIC COMMENTS: None

7) SUCCESSOR AGENCY BUSINESS: None

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS: None

CITY COUNCIL BUSINESS:

9) CONSENT CALENDAR:

The Consent Calendar consists of items that, in staff's opinion, are routine and non-controversial. These items are approved in one motion unless a Council Member or member of the public requests removal of a particular item.

- a. Approval of Minutes for
 - 1. February 16, 2021, Regular City Council Meeting.
 - 2. March 2, 2021, Study Session and Regular City Council Meeting.

- b. Receive and File Department payments totaling \$ 378,277.14

- c. Adopt a Resolution Authorizing the City Manager to Execute Contract Change Orders in an Amount Not to Exceed an Aggregate Amount of \$146,339.10 for the Equipping of the New Irrigation Well Project with Zim Industries, Inc, dba Bakersfield Well & Pump Co. Agreement No. 2020-063 and to Make Necessary Budget Adjustments in an Amount not to Exceed \$11,166.10.
Reso#2021-3588
Agmt# 2020-063(1)
- d. Adopt a Resolution Authorizing the City Manager to Sign and Execute the First Amendment to Lease Agreement No. 2021-004 with I&M Sheep Company to Permit Grazing on the City's Municipal Ag Land.
Reso# 2021-3589
Agmt# 2021-004(1)
- e. Adopt a Resolution Authorizing the City Manager to Sign and Execute Task Order #14 with BHT Engineering, Inc. to update the City of Wasco's Pavement Management System in an Amount not to Exceed \$39,000.
Reso# 2021-3590
Agmt # 2020-008(14)
- f. Adopt a Resolution Authorizing the City Manager to Sign and Execute Award of Agreement to MAC General Engineering Inc. in the amount of \$378,603.70 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$35,000 for the 2021 SB1 Streets Overlay project.
Reso# 2021-3591
Agmt# 2021-010
- g. Adopt a Resolution Authorizing the City Manager to Sign and Execute an Agreement with Toter, LLC, a Subdivision of Wastequip in the amount of \$36,651.09 to purchase 636, 96-gallon refuse carts via Sourcewell Contract #041217-WQL.
Reso# 2021-3592
Agmt# 2021-011
- h. Adopt a Resolution Authorizing the City Manager to Negotiate and Enter into an Agreement with Verizon Connect, Inc. to Provide Global Positioning System (GPS) Hardware and Service on Forty-Four City Vehicles in an Amount \$10,005.60/Year.
Reso# 2021-3593
Agmt# 2021-012
- i. Adopt a Resolution Authorizing the City Manager to Sign and Execute Task Order #15 with BHT Engineering to Prepare Design and Specifications and Assist with Project Management of the FY 2021 CIP Project No. 21036 Central and Filburn Connection Intersection Widening in an Amount not to Exceed \$69,270.00.
Reso# 2021-3594
Agmt# 2020-008(15)

Motion was made by Council Member Reyna, **seconded** by Council Member Martinez to approve the Consent Calendar by the following roll call vote:

AYES: GARCIA, REYNA, MARTINEZ, PALLARES
NOES: NONE
ABSTAIN: NONE
ABSENT: CORTEZ

10) PUBLIC HEARINGS:

- a. Adopt a Resolution to Declare There Are No Unmet Transit Needs that can reasonably be met within the City of Wasco and to Establish a Finding for Unmet Needs that are reasonable to meet with the Public Transportation System for the Fiscal Year 2021-2022. (Perez-Hernandez)

Reso# 2021-3595

Mayor Garcia opened the hearing at 6:18 p.m.

Mayor Garcia closed the hearing at 6:19 p.m.

Motion was made by Member Pallares, **seconded** by Mayor Garcia to approve the Consent item 10a, by the following roll call vote:

AYES: GARCIA, REYNA, MARTINEZ, PALLARES
NOES: NONE
ABSTAIN: NONE
ABSENT: CORTEZ

11) DEFERRED BUSINESS: None

12) NEW BUSINESS:

- a. Presentation and possible minute action on Wasco Community Taskforce (Orange Hearts Foundation & Pastor Sam Estes, City Advance Director at Communities Inc.)

Presentation by Pastor Sam Estes, Orquidea Ocampo, and Traci Clendenen

Mayor Garcia appointed Council Member Martinez and Mayor Pro Tem Reyna to an Adhoc Committee for a one-year term on the Wasco Community Task Force.

- b. Appointment of City Council Representative to Attend the Local Road Safety Plan Stakeholder Meetings.

Presentation by Public Works Director Bishop

Mayor Garcia appointed Mayor Pro Tem Reyna as the City Council Representative for the Local Road Safety Plan Stakeholder meetings and Council Member Pallares Contingent on availability.

- c. Discussion and Information on the Central Valley Salts Control Program and Per- and Polyfluoroalkyl Substances (PFAS) (Bishop)
Discussion item only. No reportable action.

- d. Approve Employment Agreement with Luis Villa as the Deputy Public Works Director in the amount of \$98,756.11 annually. (Ortiz Hernandez)
Reso# 2021-3596
Agmt# 2021-013

Motion was made by Mayor Pro Tem Reyna, **seconded** by Member Pallares to approve the Consent item 12d, by the following roll call vote:

AYES:	GARCIA, REYNA, MARTINEZ, PALLARES
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	CORTEZ

- e. Update and possible minute action on Capital Improvement Project NO. 20228 - New Animal Shelter at former Wasco Farm Labor Housing complex located at 750 H Street. (Ortiz Hernandez)

Public Comments made by Tina Newman.

Staff will provide additional information and bring back agenda item at a future meeting.

Discussion item only. No action.

- f. Rejection Of Bid Received for the 7th Street Tree Well Repairs Located in the Historic Downtown District and published on February 7, 2021. (Bishop)

Motion was made by Mayor Pro Tem Reyna, **seconded** by Member Pallares to approve the rejection of the bid and rebid the project by the following roll call vote:

AYES:	GARCIA, REYNA, MARTINEZ, PALLARES
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	CORTEZ

- g. Update on COVID-19 and City Operations.

City Manager Ortiz Hernandez updated the Council on the following items:

- City facilities and workstations have been updated the majority have been completed for (Covid-19) compliance.
- City offices and lobby will open to the public on April 5, 2021.
- Dial A Ride Transit operations will be impacted; one bus driver, advance reservation process, riders will schedule pick up and return trip.

13) REPORTS FROM COMMISSION AND COMMITTEES:

a. Kern Economic Development Corporation (Cortez)

No reports.

b. Kern Council of Government (Garcia)

No reports.

14) REPORTS FROM KC FIRE AND SHERIFF :

No KFC fire report.

Seargent Martinez gave a criminal activity report.

15) REPORTS FROM CITY MANAGER:

City Manager Ortiz Hernandez updated the Council on the following items:

- Caltrans 2021 plan – raise the question of the expansion of 46.
- City Council Brown Act and AB 992 training on April 10, 2021.
- The vaccination site located in Wasco is open and operating.

16) REPORTS FROM CITY COUNCIL:

Mayor Pro Tem Reyna:

- Expressed a need for a stop sign 9th Place and Griffith Avenue and street lighting.
- Thanked staff for the reports submitted at the City Council Meetings.
- Mentioned Father Guillermo Preciado of St. John's the Evangelist Church proposed closing Griffith Avenue between 9th Place and 9th Street during Sunday mass.

Member Martinez:

- Thanked Seargent Martinez, Lieutenant Augie Moreno, and Chief Deputy Avery Simpson for joining the Community task force meeting.

Member Pallares:

- Thanked Warren Craig for 20 years of service.

Mayor Garcia:

- Assembly Member Salas and Kern Public Health Director at the vaccination site highlighting the services of testing and vaccinations last week.
- Kern County Board Member given a tour of the former Wasco Farm Labor Housing Complex.
- Phone meeting with David Valadao's field representative regarding the former Wasco Farm Labor Housing Complex.
- The last Cal van meeting was canceled.
- Thanked Warren Crag for his years of service.

Mayor Garcia adjourned into closed session at 8:35 p.m.

Mayor Garcia adjourned out of closed session at 9:24 p.m.

17) CLOSED SESSION:

- a. Approval of Closed Session Minutes for:
 - 1. February 16, 2021 Meeting
 - 2. March 2, 2021 Meeting
- b. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1 potential cases)
- c. **THREAT TO PUBLIC SERVICES OR FACILITIES**
Consultation with: City Manager and City Attorney per Government Code Section 54957(a).

18) CLOSED SESSION ACTION:

Attorney Schroeter reported out.

- a. Approval of Closed Session Minutes for:
 - 1. February 16, 2021 Meeting
 - 2. March 2, 2021, Meeting

Motion was made by Mayor Pro Tem Reyna, **seconded** by Member Pallares to approve February 16, 2021, the closed session meeting minutes by the following roll call vote:

AYES:	GARCIA, REYNA, PALLARES
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	CORTEZ, MARTINEZ

Motion was made by Member Pallares, **seconded** by Member Martinez to approve as amended to approve March 2, 2021, closed session meeting minutes, by the following roll call vote:

AYES:	REYNA, MARTINEZ, PALLARES
NOES:	NONE
ABSTAIN:	GARCIA
ABSENT:	CORTEZ

b. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1 potential cases)

Motion was made by Mayor Pro Tem Reyna, **Seconded** by Member Pallares, to issue a letter of support for the High-Speed Rail application for an INFRA grant by the following roll call vote:

AYES:	GARCIA, REYNA, MARTINEZ, PALLARES
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	CORTEZ

c. **THREAT TO PUBLIC SERVICES OR FACILITIES**

Consultation with: City Manager and City Attorney per Government Code Section 54957(a).

No reportable action.

19) ADJOURNMENT:

Mayor Garcia adjourned the meeting at 9:27 p.m.

Maria O. Martinez, City Clerk

Alexandro Garcia, Mayor



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Isarel Perez-Hernandez, Finance Director

DATE: April 06, 2021

SUBJECT: Receive and File the Investment Report for the month ended February 28, 2021.

Recommendation:

Staff recommends the City Council receive and file the Investment Report for the month ended February 28, 2021.

Background:

This report is prepared and presented to the City Manager and City Council pursuant to the requirements of the City's Investment Policy and the California Government Code. The City's investment policy requires the Treasurer or Chief Fiscal Officer to render monthly investment reports to the City Manager and the City Council and requires certain information about the City's investments be presented in the report and that the report contains statements that:

- 1) The City is in compliance with its investment policy; and
- 2) The City is able to meet its expenditure requirements for the following six (6) months or provide an explanation why sufficient funds will or may not be available.

The City's investment strategy continues to prioritize its investment opportunities on the following; in order of importance:

- 1) Safety;
- 2) Liquidity; and
- 3) Yield

This strategy is consistent with the Government Code and stresses keeping the citizens' funds safe and available for operations, rather than attempting to maximize returns by making riskier investments.

The Finance Department has prepared the Investment Report for the month ended February 28, 2021. This report meets the latest requirements of the City's Investment Policy as presented to the City Council on June 16, 2020, as well as Government Code Section 53646.

Discussion:

The market value of the City's total cash and Investments on February 28, 2021, is \$44,653,997 compared to \$45,066,461 on January 31, 2020. This is a \$412,464 decrease from the previous month (\$393,526 decrease on the cost basis).

The \$450,817 increase in cash on hand from January to February was primarily due to an investment transfer of \$850,000 from the Local Agency Investment Fund (LAIF) into the Money Market Accounts. The decrease in investments is primarily due to unrealized losses in CD's and Other Cash Pools.

As of February 28, 2021, the City has \$32.7 million (73.34%) of its Cash and Investment Portfolio held in the State of California Local Agency Investment Fund ("LAIF"), which earned 0.63 % during the quarter (ended December 31, 2020). This earnings rate exceeded the short-term benchmark. Other cash pools held a combined \$6.1 million (13.82 %) of the City's Cash and Investment Portfolio. The City also has \$3.09 million (6.92 % of its Portfolio) held by UnionBanc Investment Services ("UBIS") and invested, pursuant to City instructions, in Certificates of Deposit and Governmental Securities with a Money Market account being used to maximize returns on otherwise idle cash.

The metrics used in the attached report are based on Securities issued by the United States Government. The short-term benchmark of 0.04 % is the average earned by a 3-month Treasury Bill during the month ended February 28, 2021, and the long and medium-term benchmark of 0.17 % is the average earnings of 2-year and 3-year treasury notes during that time frame. Lastly, the one-year U.S Treasury benchmark for the month ended February 28, 2021, was 0.07%.

All the information presented in this report is consistent with the disclosures included in the City's Audited Financial Statements previously presented to the City Council.

Fiscal Impact:

There is no fiscal impact to this action

Attachments:

1. Investment Report for the month ended February 28, 2021.



Investment Report
Sunday, February 28, 2021

	Average Earnings Rate this Month	Metrics (3)	Cost	Market Value(1)	Days	% of Portfolio	WAM (2)
Investments							
Local Agency Investment Fund (LAIF) - Beginning	Available Quarterly	0.04%	33,437,134	33,601,404			
Local Agency Investment Fund (LAIF) - Deposit Wells Fargo			(850,000)	(850,000)			
Local Agency Investment Fund (LAIF) - Total			32,587,134	32,751,404	7	73.34 %	0.01
Other Cash Pools:							
CSJVRMA Investment Pool	1.67%	0.04%	1,252,850	1,287,902	7	2.88 %	0.00
Cal Trust Short Term Money Market Fund	0.37%	0.04%	1,588,746	1,600,327	1	3.58 %	0.08
Cal Trust Medium Term Money Market Fund	0.59%	0.17%	3,219,064	3,282,795	3	7.35 %	0.00
Investments held in trust by UnionBanc Investment Services, Inc. (see Details on next page)							
Certificates of Deposit	1.08%	0.17%	3,000,000	3,090,835	5,068	6.92 %	0.08
Money Market Funds (February 28, 2021)	0.01%	0.04%	20,274	20,274	1	0.05 %	0.00
Investments current month (February 28, 2021)			41,668,068	42,033,537			0.08
Investments previous month (January 31, 2020)			42,512,411	42,896,818			
Total Investments - Increase(Decrease)			(844,343)	(863,281)			
Less New Cash Investment			850,000	850,000			
Net Investment Increase(Decrease) (February 28, 2021)			5,657	(13,281)			
Cash on Hand (February 28, 2021)							
Cash Transfer In from LAIF			1,770,460.89	1,770,461	1	4.21 %	0.00
			850,000	850,000			
			2,620,461	2,620,461			
Cash on Hand (December 30, 2020)			2,169,644	2,169,644	1		-
Total Deposits and Cash on Hand - Increase(Decrease)			450,817	450,817			
Total Cash and Investments (February 28, 2021)			44,288,528	44,653,997			
Total Cash and Investments previous month (January 31, 2021)			44,682,055	45,066,461			

- (i) *The City's Portfolio of Investments comply with the City's Investment Policy.*
- (ii) *According to Government Code Section 53646(b)(3) this report shall include a statement denoting the City's ability to meet its expenditure requirement for the next six months. The City has sufficient available funds on hand to meet its estimated expenditures for the next six months but is also relying on cash inflows to supplement its available funds.*

(1) Sources: State of CA PMIA, National Financial Services, LLC and published Sources

(2) Weighted Average Maturity

(3) Metrics from public sources

- Long and Medium Term Portfolio: Average US Treasury Note 2 and 3 year rate
- Short Term Portfolio: 13 Week Treasury Bill Rate
- One-year U.S Treasury Benchmark .07%

(*) May include true-up adjustments from previous periods.

Certificates of Deposit and Government Securities Held in trust by Unionbanc Investment Services
February 28, 2021

Investment	Tranche if applicable	CUSIP	Rate	Maturity	Cost	Market Value ⁽¹⁾	Days	% of Portfolio	WAM ⁽²⁾
CERTIFICATES OF DEPOSIT									
PRIVATEBANK &TC CHICAGO ILL		74267GVM6	1.500 %	8/30/2021	250,000	251,783	183	0.56 %	0.00
WELLS FARGO BANK NATL ASSN		949763AM8	1.600 %	8/31/2021	250,000	251,960	184	0.56 %	0.00
ALLY BANK MIDVALE UTAH		02007GEY5	3.000 %	9/13/2021	250,000	253,995	197	0.56 %	0.00
SALLIE MAE BK SLT LAKE CITY UT		795450W35	3.000 %	9/13/2021	250,000	253,995	197	0.56 %	0.00
CROSSFIRST BK LEAWOOD KS		2276ABQ7	1.850 %	9/22/2021	250,000	252,550	206	0.56 %	0.00
STEARNS BK NA ST CLOUD MN		857894UM9	1.950 %	9/29/2021	250,000	252,800	213	0.56 %	0.00
FIRST PREMIER BK SIOUX FALLS		33610RRG0	1.950 %	10/5/2021	250,000	252,875	219	0.56 %	0.00
INSBANK NASHVILLE TENN		45776NCU8	3.050 %	9/21/2022	250,000	261,498	570	0.56 %	0.01
AMERICAN EXPRESS CENTRN		02587D2Q0	2.500 %	10/5/2022	250,000	259,533	584	0.56 %	0.01
AMERICAN EXP FED SVGS BK		02587CHK9	2.500 %	12/12/2022	250,000	260,075	652	0.56 %	0.01
COMENTITY CAP BK UTAH		20033AF43	3.300 %	9/14/2023	250,000	269,818	928	0.56 %	0.01
CITIBANK NATIONAL ASSOCIATION		17312QT33	3.300 %	9/21/2023	250,000	269,955	935	0.56 %	0.01
TOTAL CERTIFICATES OF DEPOSIT					3,000,000	3,090,835	5,068	6.92 %	0.08
MONEY MARKET FUNDS									
FIDELITY TREASURY MMKT CAPITAL RESERVES		FSRXX	0.010 %	3/1/2021	20,274	20,274	1	0.05 %	0.00
Total Held by Unionbanc Investment Services					3,020,274	3,111,109	5,069	6.97 %	0.08

(1) Sources: National Bank Financial Services, LLC

(2) Weighted Average Maturity



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Biridiana Bishop, Public Works Director

DATE: April 6, 2021

SUBJECT: Approval of the Acceptance of the Labor Camp Asbestos Testing Project and Authorization for the City Clerk to file the Notice of Completion.

Recommendation:

Staff recommends the City Council review and accept the Notice of Completion and acceptance and authorize the City Clerk to file the Notice of Completion.

Discussion:

Council awarded a bid in the amount of \$44,444.00 to Andersen Integrated Services on December 15, 2020, for the Labor Camp Asbestos Testing Project and authorized the City Manager to make quantity adjustments and approve change orders as needed in an amount not to exceed \$5,000. The scope of work included testing of materials within all structures located on the property in order to provide a final report detailing the extent to which the property contains hazardous materials. This report can be used to determine the extent of hazardous materials abatement, which will be required prior to demolition of these structures. Staff has reviewed the final report and finds it to be complete. It should also be noted that during their course of testing, Andersen Integrated Services consulted with the San Joaquin Valley Air Pollution Control District (SJVAPCD) to ensure that the scope of their testing and reporting would be sufficient to cover any future demolition permits that would be obtained for the property. (SJVAPCD is responsible for issuing demolition permits for structures to be demolished within the San Joaquin Valley)

Due to the size of the property and number of buildings, the consultant broke their testing up into 3 quadrants (see final report map). Within each quadrant, they found multiple sources containing >1% asbestos which is the threshold that requires the asbestos to be abated prior to disturbance. Sources containing asbestos include but are not limited to flooring mastic, roofing membrane, roofing mastic, transite roof vents, and ceiling spray. See pages 6-8 of the attached report for the full list of asbestos-containing samples taken.

The Project did not have any cost additions and was completed within a timely manner.

The total project costs included the following:

Testing & Final Report

Total - \$44,444.00

Fiscal Impact:

This Project was paid for with available general funds. The Project had no change orders or cost increases from the original award.

Attachments:

1. Notice of Acceptance
2. Notice of Completion
3. Final Report (Shortened Version)



NOTICE OF ACCEPTANCE

NOTICE IS HEREBY GIVEN that the Public Works Director, City of Wasco, State of California, by and through the powers vested in his office by the Members of the City Council has reviewed and accepted as complete the work performed under contract by the Contractor.

The information pertinent to this Notice is as follows:

1. Owner: City of Wasco
2. Contractor: Andersen Integrated Services Inc.
3. Surety of Faithful Performance and Labor and Material Bond: N/A
4. Contract For: Labor Camp Asbestos Testing
5. Date of Contract: December 15. 2020
6. Date of Completion: April 6, 2021

I, Biridiana Bishop, hereby declare under penalty of perjury that the foregoing is true and the provisions of the contract have been met and are accepted on April 6, 2021.

Biridiana Bishop
Public Works Director
City of Wasco

Recording Requested By: CITY OF WASCO Maria Martinez, City Clerk	
When Recorded Mail to: City of Wasco 764 E Street Wasco, CA 93280	

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is **OWNER** or Agent of the **OWNER** of the interest or estate stated below in the property hereinafter described.

2. The **FULL NAME** of the **OWNER** is City of Wasco

3. The **FULL ADDRESS** of the **OWNER** is 746 8th Street, Wasco CA 93280

4. The **NATURE OF THE INTEREST** or **ESTATE** of the undersigned is: In Fee.

(if other than fee, Strike "In Fee" and insert, for example, "Purchaser under contract of purchase," or "Lessee.")

5. The **FULL NAMES** and **FULL ADDRESSES** of **ALL PERSONS**, if any, **WHO HOLD SUCH INTEREST** or **ESTATE** with the undersigned as **JOINT TENANTS IN COMMON** are:

Names

Addresses

6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

Names

Addresses

7. A work of improvement on the property hereinafter described was **COMPLETED** April 6, 2021

8. The work of improvement completed is described as follows: Labor Camp Asbestos Testing

9. The **NAME OF THE ORIGINAL CONTRACTOR**, if any, for such work of improvement is: Andersen Integrated Services Inc.

10. The street address of said property is: N/A

11. The property on which said work of improvement was completed is in the City of Wasco, County of Kern, State of California, and is described as follows:

Farm Labor Camp between H Street and J Street from 6th Street to 9th Street

04/06/2021

Date

Mr. Alejandro Garcia, Mayor, City of Wasco

Verification for **INDIVIDUAL** owner

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

NOT APPLICABLE

NOT APPLICABLE

Date and Place

Signature of Owner named in paragraph 2

Verification for **NON-INDIVIDUAL** owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the **Mayor** of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

04/06/2021, City of Wasco, CA

Date and Place

Mr. Alejandro Garcia, Mayor, City of Wasco



FARM LABOR HOUSING ASBESTOS SURVEY

750 H Street, Wasco, California 93280

City of Wasco
746 8th Street
Wasco, California 93280

Project No. 212-168 | February 22, 2021

10020 National Blvd Unit B,
Los Angeles, CA 90034
(310) 854-5453

This Asbestos Survey report for the property located at 750 H Street Wasco, California dated February 21, 2021, was prepared and reviewed by the following:



Prepared By:
Steven Perez, CAC, LRC I/A
Senior Project Professional



Reviewed by:
Dennis Ironi, CIH, CSP, REHS
Senior Project Manager



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- A Individual Certifications
- B Summary Table for Asbestos Results
- C Asbestos Analytical Results and Chain of Custodies
- D Site Photographs

LIMITATIONS/DISCLAIMER

This report has been prepared for **City of Wasco** with specific application to an asbestos survey conducted for 750 H Street, Wasco, California.

This report has been prepared in accordance with the care and skill generally exercised by reputable professionals, under similar circumstances, in this or similar localities. No other warranty, express or implied, is made as to the professional opinions presented herein. No other party, known or unknown to Andersen Integrated Services (Andersen) is intended as a beneficiary of this work product, its content or information embedded therein. Third parties use this report at their own risk.

Changes in site conditions may occur due to variation in rainfall, temperature, water usage, or other factors. Moreover, change in site use may alter the conclusions of this report. Additional information that was not available to the consultant at the time of this investigation or changes that may occur on the site or in the surrounding area may result in modification to the site that would impact the summary and recommendations presented herein. This report is not a legal opinion.

Please note that Andersen utilized destructive/intrusive sampling techniques with the intent to identify and categorize all suspect asbestos containing waste materials, however, it is possible that some materials not identified in this report may be concealed and/or are not readily accessible. For instance, additional building construction materials that may be present in other areas within the site structures included but not limited to wall cavities/incased or subsurface materials, fixed window framing beading sealants, etc. Immediately prior to and/or during demolition activities, any newly discovered suspect building construction materials not characterized or identified in this report should be sampled and analyzed for asbestos.

PROJECT BACKGROUND

Andersen Integrated Services (Andersen) was retained by the City of Wasco, to conduct a pre-demolition asbestos survey and prepare a report of findings for the property located at 750 H Street Wasco, California (the "Property"). This report provides the results of the survey conducted of the Structures with an address of 750 H Street Wasco, California.

All project scheduling and coordination was done through Kameron Arnold of the City of Wasco.

This survey was performed on February 16 and 17, 2021 by Steven Perez, a Division of Occupational Safety and Health (DOSH) Certified Asbestos Consultant (CAC) Cert. No. 15-4457 and Jacob Pulliam, a DOSH CAC Cert. No. 12-4969. Copies of certifications are provided in **Appendix A**.

SCOPE OF SERVICES

The objective of the scope of services consisted of assessing the property for the possible presence and type of asbestos-containing materials (ACMs), and asbestos-containing construction materials (ACCMs) in the Structures that will be impacted by proposed demolition activities. Definitions of ACMs and ACCMs are provided below.

The United States Environmental Protection Agency (US-EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) and the San Joaquin Valley Unified Air Pollution Control District requires an survey for asbestos to be performed on all structures (minor exemptions apply to single unit family dwellings) prior to demolition and renovation operations. ACMs are those materials in which asbestos content is greater than one percent (1%) by weight (Federal threshold). ACCMs are those materials in which asbestos content is greater than 0.1 %, but less than 1% by weight (California Threshold). Materials found to contain asbestos may need to be removed prior to the start of demolition or renovation operations that may disturb such materials. This report represents a record of activities, observations, analytical results and recommendations based on this survey.

SITE DESCRIPTION

The following table provides a limited description of the Structures. Please note that descriptions include information obtained through visual observations during the survey and were not performed by a building engineer.

Site	Structure Description
Quadrant 1	This portion of the property consists of one administrative area, a laundry room/structure, two carports, a playground, a basketball court, one triplex

	<p>and 11 duplex structures. Available information indicates the Structures were built circa 1944. According to historical investigations completed by Andersen, the property was occupied until 2019 as Farm Labor Housing. The Property is currently vacant.</p> <p>Duplex & Triplex</p> <ul style="list-style-type: none">Construction materials for the triplex and duplex Structures consists of wood framing. The exteriors consists of a combination of wood panels, imitation (styrofoam) brick, and stucco façades. The roofing materials consists of built-up roofing membranes. The interior wall system consists of sheetrock “drywall” with a combination of sliding and fixed windows, constructed over concrete slab on grade foundations. Various structures were observed to be in disrepair with a variety of debris (i.e., broken windows, damaged building materials, waste, refuse/liter, etc.) and had also been damaged as a result of fire and vandalized. Materials in these units were found to be similar in color, texture, intended use and historical build, therefore deemed homogenous. <p>Laundry Room Structure</p> <ul style="list-style-type: none">Construction materials consists of wood framing. The exterior consists of a stucco façade. The roofing materials consists of composite roofing shingles. The interior wall system consists of sheetrock “drywall” with fixed windows, constructed over concrete slab on grade foundation. The Structure was observed to be in great disrepair with a variety of debris (i.e., broken windows, damaged building materials, human waste, refuse/litter, etc.) and was damaged as a result of fire with signs of vandalism. <p>Administration Area #2</p> <ul style="list-style-type: none">One main structure, one modular structure and two adjacent sheds. Construction materials consists of wood framing. The exteriors consists of a combination of wood panels and stucco façades. The roofing materials consists of composite rolled on roofing membranes or shingles. The interior wall system consists of sheetrock “drywall” with a combination of sliding and fixed windows, constructed over concrete slab on grade foundations. <p>Two Carports</p>
--	--

	<ul style="list-style-type: none"> Steel framing and corrugated metal paneled roof covers. No suspect construction materials were observed for the purpose of sampling. <p>Basketball Court</p> <ul style="list-style-type: none"> Concrete slab foundation and a metal pole for a basketball hoop.
Site	Structure Description
Quadrant 2	<p>The middle section was the 3rd phase built circa 1974. This area includes 31 duplexes, 14 triplexes, three playgrounds, a storage unit, a single unit and 2 administrative offices that are at the west end. It was reported by the City of Wasco, that the two administrative offices (located on the west end) were previously surveyed for ACMs and therefore, were not included as a part of this investigation.</p> <p>Duplex & Triplex</p> <ul style="list-style-type: none"> Construction materials for the triplex and duplex structures consist of wood framing. The exterior consists of a combination of wood panels, imitation (styrofoam) brick, and stucco façades. The roofs consists of composite shingles, and built-up roofing membranes. The interior wall system consists of both sheetrock “drywall” with a combination of sliding and fixed windows, constructed over concrete slab on grade foundations. Materials in these units were found to be similar in color, texture, intended use and historical build, therefore deemed homogenous. <p>Playgrounds</p> <ul style="list-style-type: none"> Non existent. No suspect construction materials were observed for the purpose of sampling. <p>Storage Unit (Unit 503)</p> <ul style="list-style-type: none"> Construction materials consist of wood framing. The exterior consist of a stucco façade. The roofing material consists of a composite built-up roofing membrane. The interior wall system consists of sheetrock “drywall”, constructed over concrete slab on grade foundation. Unit was severely vandalized with a partially collapsed roof. <p>Single Unit (Unit 602)</p>

	<ul style="list-style-type: none"> Construction materials consist of concrete framing. The exterior consist of concrete façade. The roofing material consists of a composite built-up roofing membrane. The interior wall system consists of both sheetrock “drywall” and concrete with fixed windows, constructed over concrete slab on grade foundation. <p>Multiple structures were observed to be in disrepair with a variety of debris (i.e., broken windows, damaged building materials, waste, refuse/liter, etc.) and at the time of our inspection units 604 & 608 had been damaged as a result of fire with several others showing signs of vandalization.</p>
Site	Structure Description
Quadrant 3	<p>The southernmost section was the 2nd phase built circa 1971. This area includes 23 duplexes, 16 triplexes, a playground and a basketball court.</p> <p>Duplex & Triplex</p> <ul style="list-style-type: none"> Construction materials for the triplex and duplex Structures consists of wood framing. The exteriors consist of stucco façades. The roofs consist of composite shingle or built-up roofing membranes. The interior wall system consists of sheetrock “drywall” with a combination of sliding and fixed windows, constructed over concrete slab on grade foundations. Materials in these units were found to be similar in color, texture, intended use and historical build, therefore deemed a homogenous. <p>Playground</p> <ul style="list-style-type: none"> Non existent. No suspect construction materials were observed for the purpose of sampling. <p>Basketball Court</p> <ul style="list-style-type: none"> Concrete slab foundation and a metal pole for a basketball hoop. <p>Multiple structures were observed to be in disrepair with a variety of debris (i.e., broken windows, damaged building materials, waste, refuse/liter, etc.) and at the time of our inspection units 102, 103, 104, 105, 203, 204, 208, 605, 608, 626, 623/619, 651 and the laundry room had been damaged as a result of fire with several others showing signs of vandalization</p>

Building materials suspected of containing asbestos content were observed in conditions ranging from good to damaged condition.

METHODOLOGY AND REGULATORY COMPLIANCE

A visual inspection of the Structures was conducted to identify representative suspect materials and homogeneous areas that are visually similar in color, texture, general appearance, and that were likely installed at the same time. As part of the sampling activities, the inspector listed materials suspected to contain asbestos and gave a general description of their location. The inspector also evaluated the overall condition of the materials and assess whether the materials were friable¹ or non-friable by touching the material, where practicable. Bulk samples of suspect materials were collected using a clean knife, chisel or other appropriate tool. Each sample was sealed in the appropriate sized plastic zip lock bag and the bag was then labeled with a unique identification number. The sample number, description, and location were then recorded on a log (chain of custody), and plotted on a floor plan of the Structure(s) or area(s). Sampling tools were cleaned after collecting each sample.

This survey for ACMs was performed in general accordance with applicable rules and regulations, including but not limited to the following:

- Asbestos Hazard Emergency Response Act (AHERA); Title 40, Code of Federal Regulations (40 CFR) 763 Subpart E
- Asbestos School Hazard Abatement Reauthorization Act (ASHARA); Section 206 of the Toxic Substance Control Act
- National Emissions Standards for Hazardous Air Pollutants (NESHAPS); 40 CFR 61 Subpart M.
- San Joaquin Valley Air Pollution Control District (SJVAPCD), Rule 4002
- California Code of Regulations (CCR), Title 8, Section 1529

The determination of homogenous sampling areas was based on historical data, use of the structures, development dates, uniformity of materials (i.e., color, texture) and with the review of SJVAPCD. Representatives of SJVAPCD, visited the site on multiple occasions prior to and during the Andersen site assessment.

¹ Friable ACMs are materials that can be crushed or pulverized by hand pressure when dry. Materials can also be rendered friable when subjected to crushing, sanding, sawing, shot blasting, or through demolition or renovation activities.

TESTING METHODS

Bulk samples were analyzed using polarized light microscopy (PLM) and dispersion staining in accordance with the USEPA Interim Method for the Determination of Asbestos in Bulk Samples (40 CFR 763, Subpart F, Appendix A). The limit of detection for this analytical method is less than one percent by weight. In multilayer samples, unless otherwise specified, the asbestos concentration is reported for the layer where asbestos is found.

1,020 bulk samples in total were collected from the Structures within Quadrants 1-3 were submitted to Eurofins EMLab P&K (Eurofins), in Glendale, California. Eurofins is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP) for analysis of asbestos content (NVLAP lab code 200757-0).

FINDINGS

Please refer to in **Appendix B**, which presents the homogenous suspect materials identified during the survey and the content of those identified materials. Homogeneous materials are building materials that are uniform in appearance, color, texture and the date of application. Homogenous areas (HA) are the areas where homogenous materials are located.

Presumed asbestos containing materials (PACM) are materials assumed to contain asbestos in lieu of collecting samples. The rows, which contain "PACM", represent materials identified and presumed to contain asbestos by Steven Perez, CAC No.: 15-5547 and Jacob Pulliam, CAC No.: 12-4969. The rows which contain bold letters with the table represent materials in which asbestos was detected (as applicable).

SUMMARY AND CONCLUSIONS

By federal definition, any substance that is presumed or confirmed to contain more than one percent asbestos is classified as an ACM. CCR 1529 defines ACCMs as materials containing greater than one-tenth of one percent ($>0.1\%$), but less than one percent. ACMs are regulated by federal, state, and local agencies. ACCMs are regulated by the state of California.

The laboratory results identified the following materials within the Structure as containing asbestos above the threshold limit of greater than one percent ($>1\%$), and shall be treated and disposed of as **ACMs** prior to disturbance:

Quadrant 1

Duplexes (11 Structures) & Triplexes (1 Structure) - Homogeneous Structures

- Off white compound associated with vinyl floor tiles
- All black flooring mastic associated with floor coverings
- White compound and linoleum (vinyl sheet flooring)
- Built up roofing core membrane
- Black roofing mastic (penetrations, patches, seams, etc.)
- Joint compound associated with “drywall” wall system
- Transite roof vent pipes

Quadrant 2

Duplexes (31 Structures) & Triplexes (14 Structures) - Homogeneous Structures

- Joint compound associated with “drywall” wall system
- Vinyl beige floor tile and associated black flooring mastic
- Black flooring mastic associated with linoleum (vinyl sheet flooring)
- Acoustic ceiling spray
- Roofing felt associated with roofing membrane
- Transite roof vent pipes

Quadrant 3

Duplexes (23 Structures) & Triplexes (16 Structures) - Homogeneous Structures

- Joint compound associated with “drywall” wall system
- Black flooring mastic and linoleum (vinyl sheet flooring)
- Vinyl beige floor tile and associated black flooring mastic
- Transite roof vent pipes

Auxiliary Structures

Storage Structure #1 (1 Structure)

- All suspect sampled materials associated with this work area were identified as “None Detected” for asbestos.

Laundry Room

- Black roofing mastic (penetrations, patches, seams, etc.)

Single Unit #602 (1 Structure)

- Acoustic ceiling spray
- All black flooring mastic associated with floor coverings

- Black Roofing Mastic with Silver Paint

Storage Structure #503 (1 Structure)

- Joint compound associated with “drywall” wall system
- Black roofing mastic (penetrations, patches, seams, etc.)

Administrative Area #2 (1 Permanent Structure, 1 Modular & 3 Sheds)

- Stucco associated with the permanent office structure (located behind wood paneling)
- Black roofing mastic associated with the permanent office structure
- All other suspect sampled materials associated with this work area, Modular Building and 3 Sheds were identified as “None Detected” for asbestos.

Five Playgrounds

- No suspect construction materials were observed for the purpose of sampling.

Two Basketball courts

- No suspect construction materials were observed for the purpose of sampling other than the concrete foundation that was homogenized with all other concrete.

Other Miscellaneous Materials

- Cement “transite” pipes and pipe debris relating with the utility lines.

The analytical results did not identify the presence of asbestos content in all other sampled materials listed in **Appendix B**. Analytical Laboratory reports are provided in **Appendix C**. Please refer to the enclosed **Figures Section** for all corresponding locations of homogenous material areas within each structure.

RECOMMENDATIONS

The following recommendations are based on Andersen's experience, laboratory results, and the assumption that the Structures are scheduled for demolition.

- Materials found to contain asbestos and/or presumed to contain asbestos above regulatory thresholds for what is considered ACMs or ACCMs that may be impacted during renovation or demolition activities must, by law, first be

abated and properly disposed of by a licensed asbestos abatement contractor prior to such work. Contractors must hold current licenses for asbestos-related work by the California Department of Industrial Relations (DIR) Division of Occupational Safety and Health (DOSH). A list of contractors with current licenses may be found at <https://www.dir.ca.gov/databases/doshacru/acrusearch.html>.

- Asbestos abatement should be monitored by an independent third party asbestos consultant (Andersen). Third-party monitoring is conducted to ensure documentation of the abatement activities and to limit the building owner's liability. Monitoring should include: development of project specifications; visual inspections during and after the project; and, air monitoring prior to, during, and at project completion to verify that the area is safe for re-occupancy.
- Samples that were reported to contain less than one percent and up to 10 percent (<1% - <10%) asbestos by standard PLM analysis are recommended by the EPA for further analysis using the 1,000 point count method. This analysis method has a lower detection limit and may if performed yield lower results. This analysis method may prove to be beneficial with the goal to reduce waste disposal cost. In the absence of performing the additional 1,000 point count analyses, these materials shall be treated as ACMs (>1%).
- The areas (identified with ACM debris) depicted in the attached **Figure 3** should be immediately isolated. Removal of the damaged asbestos transite cement pipe debris should be addressed, by a licensed asbestos abatement contractor. Clean up efforts should include all visible associated transite pipe debris and 2 inches in depth of soil from the depicted locations with embedded transite debris (as applicable).
 - The following structures (Laundry Bldg, 604, 608, 203, 105), subjected to fire damage identified with ACM debris should be immediately isolated. Removal of the damaged ACMs and surrounding debris and contaminated materials should be addressed, by a licensed asbestos abatement contractor. Clean up efforts should include all damaged ACMs, debris and contaminated materials (i.e., damaged building materials, waste, refuse/liter, etc.).
- Inaccessible and/or hidden building materials (i.e. underground coatings and/or utilities, window frame beads, encased, enclosed, etc.), not identified as a part of this survey, that may be impacted during work activities, must be

presumed to contain asbestos until laboratory analysis of an adequate number of samples proves otherwise.

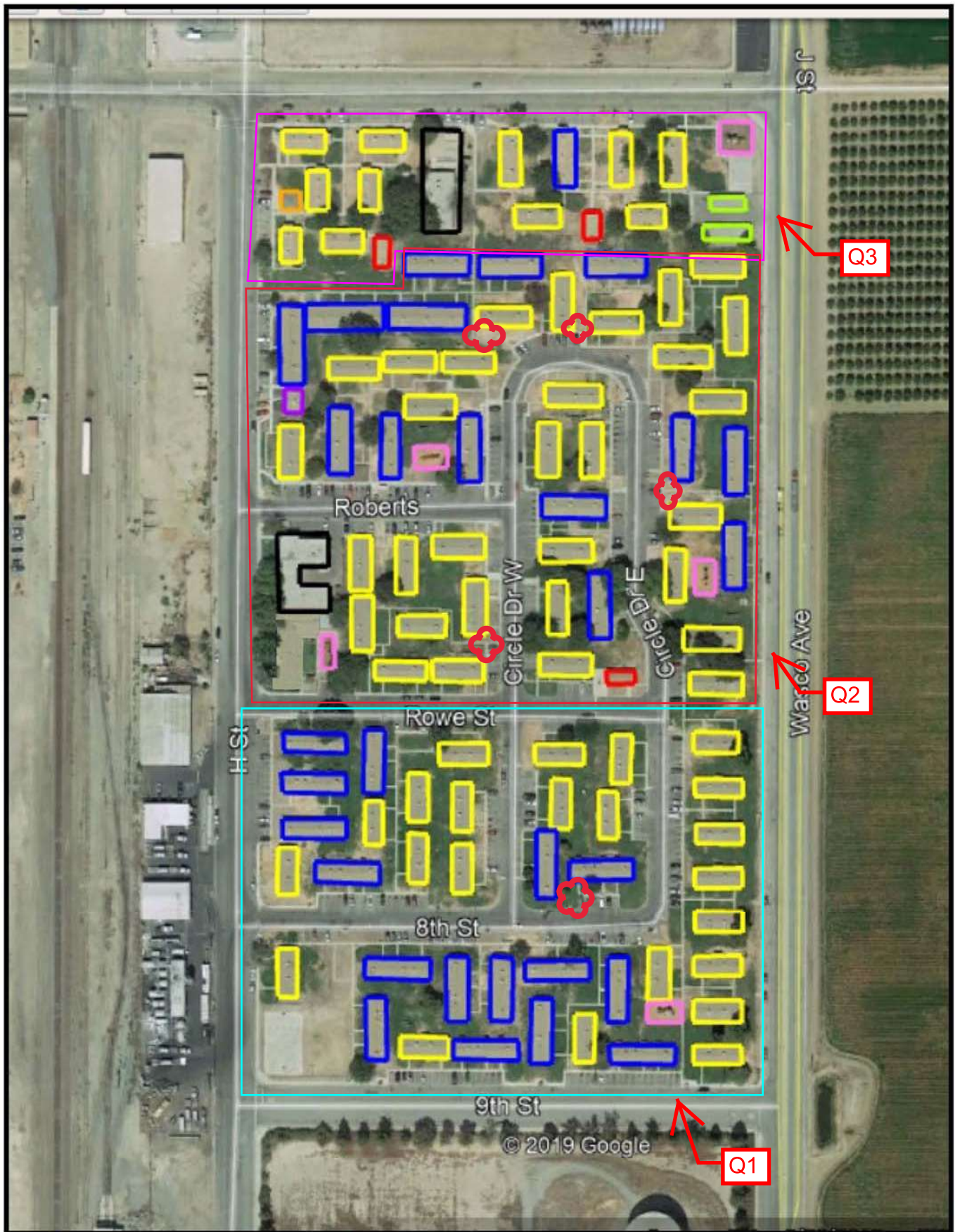
- Various buried utilities suspected of containing asbestos were observed on the surface and were therefore, readily accessible for the purpose of sampling. The cement “transite” water lines were identified as an ACM.

Figures

750 H Street Wasco, CA



- | | | |
|---|---|--|
| 65 Duplexes approx. 2,000 sq. ft. each | 3 storage buildings approx. 1,000 sq. ft. each | 5 playground structures |
| 31 Triplexes approx. 2,700 sq. ft. each | Office 1 — 5,000 sq. ft. Office 2 — 6,200 sq. ft. | |
| 1 single unit approx. 900 square feet | 2 carport structures approx. 2,120 sq. ft. total | 1 Laundry building 780 sq. ft. |



65 Duplexes approx. 2,000 sq. ft. each

31 Triplexes approx. 2,700 sq. ft. each

1 single unit approx. 900 square feet

3 storage buildings approx. 1,000 sq. ft. each

Office 1—5,000 sq. ft. Office 2—6,200 sq. ft.

2 carport structures approx. 2,120 sq. ft. total

5 playground structures

1 Laundry building 780 sq. ft.



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Biridiana Bishop, Public Works Director

DATE: April 6, 2021

SUBJECT: Adopt a Resolution Accepting New Pedestrian Easement Located on the South end of the property of 1148 E Street from Next Generation LLC, and Authorizing the City Clerk to File the Grant of Pedestrian Easement with the County Recorder

Recommendation:

Staff recommends that the City Council adopt a resolution accepting new pedestrian easement located at 1148 E Street from NEXT GENERATION, LLC, and authorize the City Clerk to file the Grant of Pedestrian Easement with the County Recorder.

Discussion:

NEXT GENERATION LLC is nearing completion of a duplex located at 1148 E Street. The existing right of way on the South end of the property does not allow sufficient room to install sidewalks and ADA ramps for pedestrian use without entering the property. In order to properly complete the Project, the applicant installed new curb and gutter, sidewalks, and handicap ramps on the South end of the property. The newly installed sidewalks encroach into the property approximately 4 feet, as does the new handicap ramp installed on the South West corner of the property.

In each direction from this property, there is existing curb, gutter, and sidewalks. The installation of the improvements at 1148 E Street has essentially infilled an existing gap of public sidewalks and has also improved ADA access as well drainage. Acceptance of this easement will ensure that this pedestrian access will stay in place without disruption from future owners of this property.



It is staff's conclusion that the granted easement would be in the best interest of the City to accept in order to ensure that no future owners ever disrupt the newly installed walkway or ADA access ramps.

Fiscal Impact:

The exact financial impact is unknown; however, minimal impact is anticipated with maintenance of new sidewalk and ADA ramps.

Attachments:

1. Resolution
2. Exhibit A
3. Exhibit B
4. Approved Street Plan
5. Grant of Pedestrian Easement (Notarized)

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO ACCEPTING NEW PEDESTRIAN EASEMENT LOCATED ON THE SOUTH END OF THE PROPERTY LOCATED AT 1148 E STREET FROM NEXT GENERATION LLC AND AUTHORIZE THE CITY CLERK TO FILE THE GRANT OF PEDESTRIAN EASEMENT WITH THE COUNTY RECORDER

WHEREAS, the City wishes to accept grant of pedestrian easement located on the South end of the Property located at 1148 E Street from NEXT GENERATION LLC; and

WHEREAS, NEXT GENERATION LLC and the City each acknowledge that each party and their respective legal counsel have reviewed the grant of easement; and,

WHEREAS, the grant of easement shall be filed by the City Clerk with the County.

WHEREAS, the easement accepted is described in Exhibit "A" and Exhibit "B"; and

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

SECTION 1: Accepts the pedestrian easement located at 1148 E Street from NEXT GENERATION LLC.

SECTION 2: Authorizes the City Clerk to file the easement with the County.

-o0o-

I **HEREBY CERTIFY** that the foregoing Resolution No. 2021 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on April 6, 2021 by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

ALEXANDRO GARCIA,
MAYOR of the City of Wasco

Attest: _____

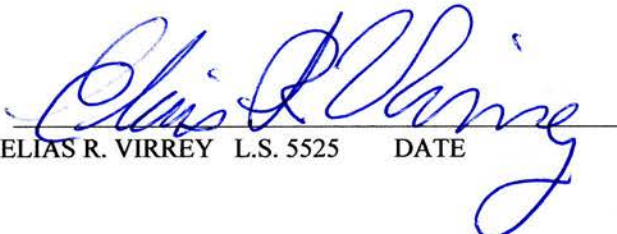
MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

EXHIBIT " A "
PEDESTRIAN EASEMENT

BEING THE SOUTH 4.00 FEET OF LOT DESCRIBED IN GRANT DEED RECORDED AUGUST 21, 2019 IN DOCUMENT NO. 219104594 IN THE OFFICE OF THE KERN COUNTY RECORDER'S ALSO BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), OF SECTION 12, TOWNSHIP 27 SOUTH, RANGE 24 EAST OF THE MOUNT DIABLO MERIDIAN, IN THE CITY OF WASCO, STATE OF CALIFORNIA.

TOGETHER WITH A TRIANGULAR SHAPED PARCEL BOUNDED ON THE SOUTH BY THE NORTH LINE AND BOUNDED ON THE WEST BY THE WEST LINE OF THE ABOVE MENTIONED PARCEL, THE SOUTH DIMENSION BEING 10.00 FEET AND THE WEST LINE BEING 7.00 FEET FROM THE NORTHWEST CORNER OF THE MENTIONED 4.00 FOOT WIDE PARCEL.

CONTAINS : 635 SQ. FT. MORE OR LESS

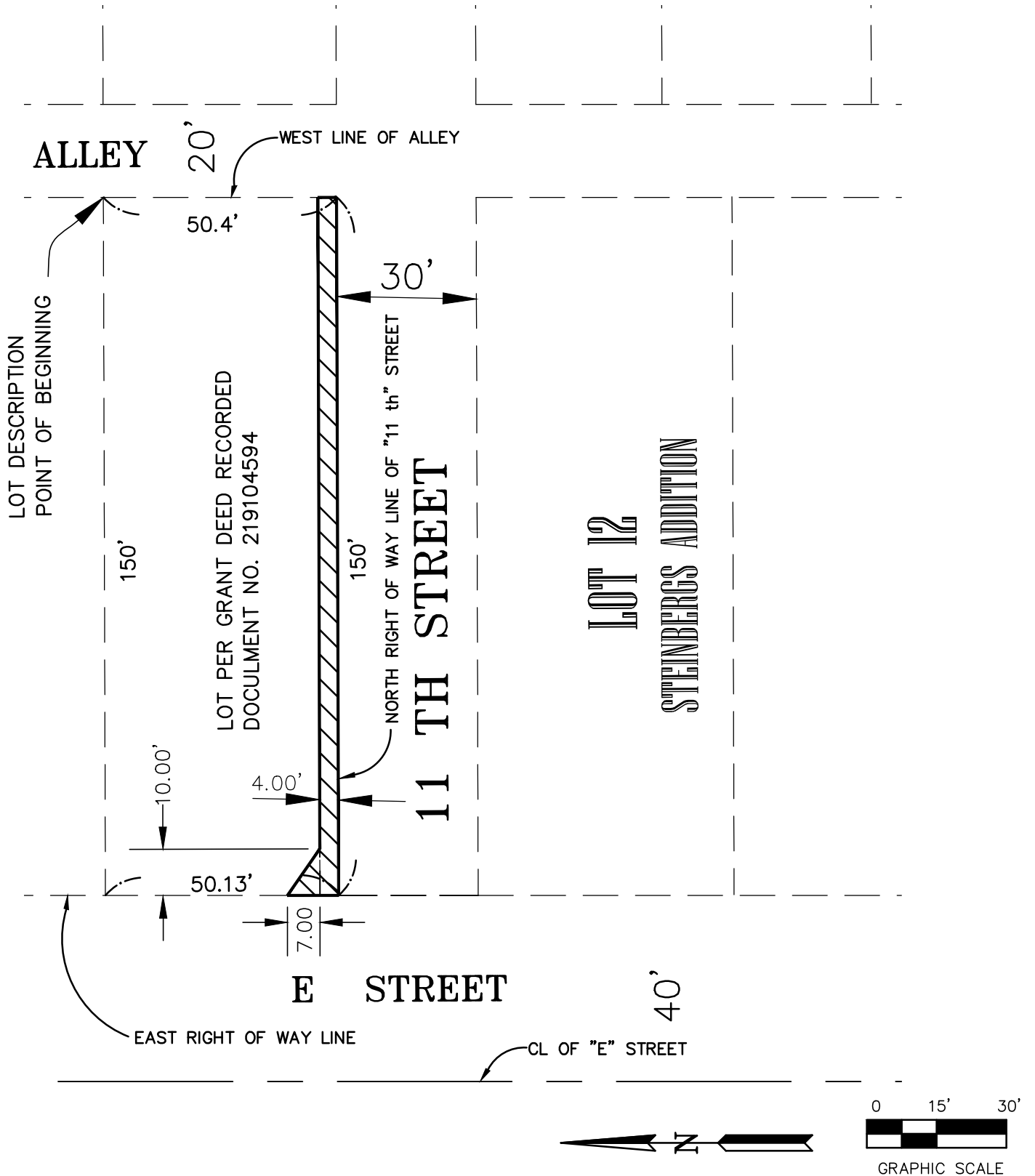

ELIAS R. VIRREY L.S. 5525 DATE



March 11, 2021

EXHIBIT "B"

BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 27 SOUTH, RANGE 24 EAST, MOUNT DIABLO MERIDIAN IN THE CITY OF WASCO, COUNTY OF KERN, STATE OF CALIFORNIA.

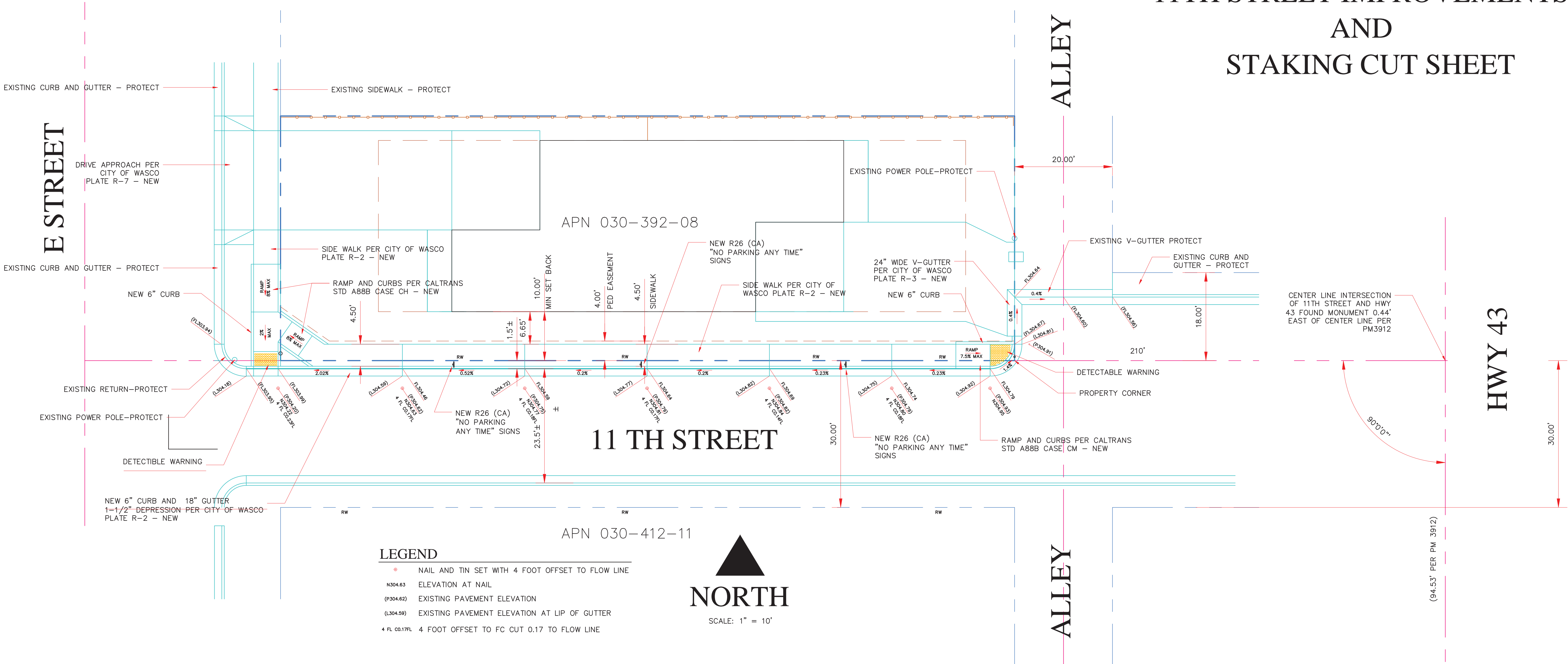


" THIS MAP IS PROVIDED FOR ILLUSTRATIVE PROPOSES ONLY"

SCALE: 1" = 30'

PAGE 1 OF 1 PAGES

CITY OF WASCO
11TH STREET IMPROVEMENTS
AND
STAKING CUT SHEET



PRIVATE ENGINEER'S NOTICE TO CONTRACTOR:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WAS OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES TO VERIFY THE LOCATION AND ANY DISCREPANCY BETWEEN THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER.

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITION DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY AND THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR ALSO AGREES TO DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

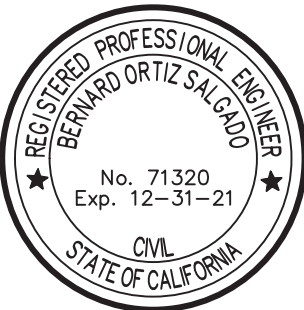
ALL UTILITIES IN EFFECTED WORK AREA WILL BE POTHOLED AT CONTRACTORS EXPENSE PRIOR TO EXCAVATION. OWNER, ARCHITECT, AND ENGINEER WILL BE NOTIFIED 48 HOURS PRIOR TO POTHOLE WORK. ALL EXPOSED UTILITIES WILL BE INSPECTED AND MEASURED BY ENGINEER PRIOR TO BACKFILL.

ENGINEER'S STATEMENT

THESE PLANS AND SPECIFICATIONS WERE PREPARED BY ME OR UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH LOCAL ORDINANCES, STANDARDS AND INCLUDE ALL IMPROVEMENT REQUIREMENTS OF THE ADVISORY AGENCY OR OTHER REVIEW BOARD.

ANY ERRORS, OMISSIONS OR DEVIATIONS FROM THOSE ORDINANCES OR STANDARDS ENCOUNTERED DURING CONSTRUCTION SHALL BE CORRECTED AND SUCH CORRECTIONS REFLECTED ON THE PLANS AND SUBMITTED TO THE ENGINEER.

Bernard O Salgado
BERNARD ORTIZ SALGADO/ R.C.E. 71320
DATE 08-15-2021



APPROVED BY: City of Wasco
Juan M. Pantoja 03/18/21
Juan M. Pantoja, City Engineer Date
RCE 64740 Exp. 06-30-21

CENTER LINE INTERSECTION OF
12TH STREET AND HWY 43
FOUND MONUMENT PER PM3912

12TH ST.



RECORDING REQUESTED BY

City of Wasco

AND WHEN RECORDED MAIL TO

CITY CLERK
CITY OF WASCO
746 8TH STREET
WASCO, CA 93280

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 030-392-08

GRANT OF EASEMENT FOR PEDESTRIAN PURPOSES

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned,

NEXT GENERATION LLC, a California Limited Liability Company

do(es) hereby **grant** to the **CITY OF WASCO**, a municipal corporation, of the State of California, its successors or assigns, a perpetual easement and right-of-way for, and the right to use for **PEDESTRIAN PURPOSES**, and those appurtenances and uses commonly associated therewith, through, in, on, over, above, under and across that certain portion of Grantor's real property situated in the City of Wasco, County of Kern, State of California, more particularly described and illustrated on Exhibits "A" and "B", attached hereto and made a part hereof by this reference.

SEE LEGAL DESCRIPTION MARKED EXHIBIT "A" AND A SKETCH THEREOF MARKED EXHIBIT "B", ATTACHED HERETO AND INCORPORATED HEREBY REFERENCED.

The easement rights granted herein included the following: (a) the right of ingress and egress, from the easement herein described, across the lands of Grantor for all purposes useful or convenient in connection with or incidental to the exercise and enjoyment of the rights herein granted at locations which shall not interfere with grantor's reasonable use of its remainder property; (b) the right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and repass over, along, and beside said easement and right-of-way; and (c) the right to deposit tools, implements and material there on, by said City of Wasco, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said City, its successors or assigns, whenever and wherever necessary for the purposes above set forth.

Grantor shall not plant any tree within or erect any fence, wall or any other type of structure over, across or upon said easement and right-of-way without first obtaining written permission from Grantee, which shall not be unreasonably withheld.

The conveyance of said easement and right-of-way is made for the benefit of all parties who have or may acquire any right, title, or interest in any part of the above described real property. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

Dated:

By: Hector Delgado
Print Name:
Title: Board Member

By: _____
Print Name:
Title:

State of California
County of KERN

On 03-24-2021 before me, JERRY W GARRISON NOTARY PUBLIC
appeared HECTOR DELGADO

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature [Signature] (Seal)





STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Biridiana Bishop, Public Works Director

DATE: April 6, 2021

SUBJECT: Adopt a Resolution Authorizing the City Manager to Approve Amendment No. 1 to Existing Agreement No. 2020-003 with Willbanks Environmental Consulting Inc, for Environmental Reporting Services in an amount not to exceed \$7,500.

Recommendation:

Staff recommends adopting a resolution authorizing the City Manager to approve Amendment to existing Agreement No. 2020-003 with Willbanks Environmental Consulting, Inc. for environmental reporting services in an amount not to exceed \$7,500.

Discussion:

The City of Wasco is required to submit a quarterly and annual groundwater monitoring well report to the Regional Water Quality Control Boards.

Each year, the City contracts with Willbanks Environmental Consulting, Inc. to conduct quarterly and annual reports required by the Regional Water Quality Control Boards for the 2021 compliance year. Staff has been satisfied with Willbanks Environmental Consulting, Inc. and would like to continue utilizing their services for the required environmental reporting. The proposal Willbanks Environmental put together to continue servicing the City in 2021 does not include any cost increases to the previous year.

The agreement was previously drafted by the City Attorney, and the Amendment modifies the agreement to accommodate the new year. Staff is requesting the City Council adopt a resolution to authorizing the City Manager to approve Amendment to existing Agreement No. 2020-003 with Willbanks Environmental Consulting, Inc. for environmental reporting services in an amount not to exceed \$7,500.

Fiscal Impact:

The \$7,500 is paid for by the Wastewater Professional Services Fund on an annual basis.

Attachments:

1. Agreement No. 2020-003
2. Resolution
3. Amendment to Agreement No. 2020-003(1)
4. Willbanks Environmental Proposal

AGREEMENT NO. 20 20-003

THIS AGREEMENT made this 21st day of January, 2020, by and between the CITY OF WASCO, a municipal corporation (the "City") and WILLBANKS ENVIRONMENTAL CONSULTING, INC., a California Corporation ("Consultant"),

W I T N E S S E T H :

WHEREAS, City wishes to contract with Consultant to perform environmental reporting services associated with the groundwater monitoring requirements for the City's wastewater treatment facility as required by the Regional Water Quality Control Board and related services as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services") under the terms and conditions described hereinafter and Consultant is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. Consultant shall provide the Services to City under the terms and conditions described hereinafter.
3. Consultant shall perform the Services for the following fee (the "Fee") and utilizing its employee rate schedule attached hereto as Exhibit "B" and by this reference made a part hereof: for the three quarterly reports, the total Fee shall not exceed \$5,250.00, and for the annual report, the Fee shall not exceed \$2,250.00. Consultant may bill City no more often than following Consultant's issuance of each quarterly report and the annual report (each such bill hereinafter referred to as the "Invoice"). Each Invoice shall describe in detail the Services rendered and include such other information as required by the City Manager or his designee. The City Manager or designee shall have the right of reasonable review of each Invoice and, upon completion of review and approval, shall place the matter on the agenda for the next available City Council meeting for consideration by the City Council. Upon approval of each such Invoice by the City Council, the Invoice shall be paid in the regular cycle of payments made by City for other bills and

claims.

4. Each quarterly report and the annual report shall be completed no later than the due dates issued by the Regional Water Quality Control Board for each such report.

(a) Either party may terminate this Agreement at any time by giving the other party thirty (30) days prior written notice, provided that in such event Consultant shall be entitled to payment for those Services rendered through the date of termination, provided satisfactory to City. Notwithstanding the foregoing, in the event City terminates the Agreement due to Consultant's breach of any of its obligations hereunder, no payments shall be due Consultant for services rendered to the date of termination to the extent of Consultant's default under this Agreement.

5. All documents produced, written, authored, coauthored or prepared by Consultant pursuant to this Agreement or in which Consultant has had any input whatsoever (the "City Documents") shall belong to City and City shall be the sole owner of same whether maintained on City premises or at Consultant's offices. Any City Documents maintained at Consultant's offices shall be transferred to City upon City's request at no charge to City. Any City Documents maintained at Consultant's offices shall not be destroyed or removed without City's prior written consent, provided, however, that if Consultant does not wish to maintain them and City will not agree to their destruction, Consultant shall have the right to return them to City and City shall accept them. Consultant shall release all City Documents as instructed by City in writing from time to time.

6. All notices given under this Agreement shall be in writing and shall be deemed served if personally delivered to the party to be noticed or (a) on the next business day following deposit with an overnight delivery service, provided the overnight carrier's records confirm delivery, (b) when sent by confirmed facsimile transmission, (c) when sent by electronic mail ("email"), (d) when delivered by United States mail, postage prepaid, registered or certified mail, return receipt requested with the date of signing the return receipt (or refusal to sign) deemed the date of service, or (e) two business days after deposit in the United States mail, postage prepaid, first class addressed as follows: if to City - City Manager, 746 8th Street, Wasco, California 93280, Fax - (661) 758-7214, Email - daortiz@CI.WASCO.CA.US; or if to Consultant - Noelle Willbanks, Principal Engineer, 755 North Peach Avenue, Suite G9, Clovis, California 93611, Fax - (559) 797-4181, Email - noelle@willbanksenvco.com. Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein

7. Time is of the essence with regard to each covenant, condition and provision of this Agreement.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. This Agreement constitutes the entire agreement between the parties with regard to the subject matter herein and supersede all prior oral and written agreements and understandings between the parties with respect thereto.

10. Consultant shall indemnify and hold harmless City, its officers, Councilpersons, employees, and agents from any and all claims, liabilities, injuries, damages, and expenses of any nature, including, without limitation, attorney's fees (collectively, the "Claims"), arising out of or in any way connected with, any act or omission by or on behalf of Consultant in performance of the Services.

11. Without limiting Consultant's obligations under paragraph 10 of this Agreement, Consultant shall obtain and maintain during the life of this Agreement, comprehensive general liability insurance coverage in an amount not less than \$1 million per occurrence, and such worker's compensation insurance as required by statute. Consultant shall provide City with a certificate of insurance naming City, its officers, Councilpersons, employees, and agents as additional insureds and designate all such insurance as "primary" and providing further that same shall not be terminated nor coverage reduced without ten (10) days prior written notice to City. In addition to the foregoing, Consultant hereby represents and warrants that it maintains professional errors and omissions insurance coverage in amounts not less than \$1 million per claim and \$2 million in the aggregate and shall maintain such coverage throughout the term of this Agreement.

12. This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties.

13. In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and actual costs.

14. This Agreement may be executed in counterparts. A facsimile or electronic copy of this fully executed Agreement shall be as effective as the original for all purposes.

15. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

16. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns. Notwithstanding the foregoing, Consultant shall not, under any conditions, assign this Agreement or any part thereof to any other entity or individual.

17. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the

remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

18. City and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

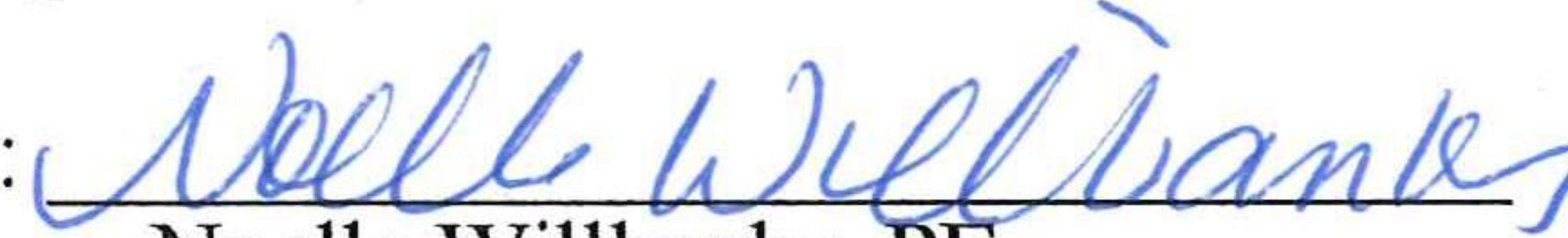
19. Consultant's relationship to the City is that of independent Consultant and not an employee and Consultant is not entitled to participate in any plans, arrangements, or distributions that City may now or hereafter have, including, without limitation, any retirement plan, health care or similar benefits for regular employees.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.



TEOFILO CORTEZ, JR., Mayor, City of
Wasco, California

WILLBANKS ENVIRONMENTAL
CONSULTING, INC., a California
Corporation, "Consultant"

By: 

Noelle Willbanks, PE,
Principal Engineer

EXHIBIT "A"

[Scope of Services]

Scope of Services

WEC proposes the following scope of services to continue to assist the City with environmental compliance associated with groundwater reporting:

- WEC will review groundwater sampling data from 4 rounds of quarterly sampling conducted by Del-Tech Geotechnical Support Services for the 2020 compliance year;
- Prepare three quarterly groundwater monitoring reports and one annual report for submittal to the RWQCB for each compliance year. All reports will include a groundwater contour map prepared by a licensed civil engineer or geologist as required by the RWQCB.

Groundwater sampling is being performed by an entity other than WEC. WEC assumes all pertinent data required for the preparation of the reports will be provided by the City of Wasco.

Schedule

WEC can begin preparation of the reports within one week of receiving the data from the City/Deltech. It is estimated that the quarterly reports will take approximately two weeks to complete. The annual reports will require an additional week to complete.

Fees

The estimated cost to complete the proposed work and provide sampling equipment is as follows:

<i>One Annual Report</i>	<i>\$2,250</i>
<i>Three Quarterly Reports</i>	<i>\$5,250</i>
	<i>\$7,500</i>

This is an estimate based on previous experience with groundwater monitoring reports. This cost will not be exceeded without prior authorization from the City. Costs will be billed on a monthly basis and invoices are due and payable upon receipt. Fees for additional services not included herein, will be billed on a time and materials basis in accordance with the attached schedule of fees and as approved by the City of Wasco.

Limitations

WEC will perform its services consistent with that level of care and skill ordinarily exercised by other consultants practicing in the same discipline and locale at the time the services are performed. No other warranties, either express or implied, are provided. Please review the attached Agreement and Provisions. If this proposal is acceptable to you, please sign and return the attached Agreement as your authorization to proceed. A countersigned copy of the Agreement will be returned to you for your files.

EXHIBIT "B"

[CONSULTANT Employee Hourly Rates]



2020 SCHEDULE OF FEES

PROFESSIONAL STAFF

Principal.....	(per hour)	\$180
Hydrogeologist.....	(per hour)	170
Senior Professional.....	(per hour)	156
Qualified SWPPP Developer.....	(per hour)	156
Project Manager.....	(per hour)	156
Project Professional.....	(per hour)	127
Staff Professional.....	(per hour)	117
Qualified SWPPP Practitioner.....	(per hour)	117
Technician.....	(per hour)	98
Technical Illustrator.....	(per hour)	70
Administrative Assistant/Clerical.....	(per hour)	62

EQUIPMENT

Sample Truck.....	(per day)	\$360
Photo-ionization Detector.....	(per day)	\$150
Flame-ionization Detector.....	(per day)	Rent Rate
Hand Auger.....	(per day)	150
Generator.....	(per day)	100
Truck.....	(per day)	105
Imhoff Cone Test.....	(per day)	85
Submersible Pump.....	(per day)	80
Rotary Hammer.....	(per day)	50
Water Quality Meter.....	(per day)	50
Electronic Sounder.....	(per day)	31
Turbidity Meter.....	(per day)	30
Diffusion Bag.....	(each)	30
Hand-held Monitoring Equipment.....	(per day)	26
Groundwater Sampling Baiters.....	(each)	16

Tedlar Bags.....	(each)	15
Padlocks.....	(each)	13
Sample Sleeves.....	(each)	10
Gas Syringe 60ml.....	(each)	3
Flexguard Sleeves.....	(per ft.)	3
Polyethylene Tubing.....	(per ft.)	0.29

MISCELLANEOUS

Per Diem.....	(per day)	\$125
Mileage.....	(per mile)	1.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jimmy Widjaja 105 Bullard Ave Clovis, CA 93612	CONTACT NAME: Jimmy Widjaja	
	PHONE (A/C, No, Ext): 559-297-5964	FAX (A/C, No): 559-326-1919
INSURED Willbanks Environmental Consulting, Inc. 755 N PEACH AVE STE G-9 CLOVIS, CA 93611	E-MAIL ADDRESS: jwidjaja@farmersagent.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Nautilus Insurance Company	NAIC # 21709
	INSURER B: Farmers Insurance Exchange	21652
	INSURER C: Mid Century Insurance Company	21687
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ECP201101000-15	03/15/2019	03/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		605881673	12/09/2019	12/09/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		606684935	04/22/2019	04/22/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	A09475629	11/17/2019	11/17/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	E & O			ECP201101000-15	03/14/2019	03/14/2020	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Wasco , its officers, Councilpersons, employees, and agents are named as additional insureds and designate all such insurance as "primary" and providing further that same shall not be terminated nor coverage reduced without ten (10) days prior written notice to City Of Wasco

CERTIFICATE HOLDER ADDITIONAL INSURED: City of Wasco 764 E St Wasco, CA 93280	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

RESOLUTION NO. 2020 - 3414

**A RESOLUTION OF THE CITY COUNCIL OF WASCO APPROVING THE AGREEMENT WITH
WILLBANKS ENVIRONMENTAL CONSULTING, INC.**

WHEREAS, the City wishes to contract with Willbanks Environmental Consulting, Inc. to provide environmental reporting services to complete quarterly and annual groundwater monitoring well reports required by the Regional Water Quality Control Boards; and

WHEREAS, the services provided are described in the agreement, attached as Exhibit "A"; and

WHEREAS, said Agreement has been made in the form and manner prescribed by the City of Wasco Municipal Code and the California Public Contract Code; and,

WHEREAS, Willbanks Environmental Consulting, Inc. and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

WHEREAS, the Agreement shall be governed by and construed in accordance with the laws of the State of California; and,

WHEREAS, Willbanks Environmental Services, Inc. shall maintain all worker's compensation insurance were and, in the amounts, required by law and comprehensive general public liability insurance as outlined in the agreement.

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

SECTION 1: Approves the agreement with Willbanks Environmental Consulting, Inc.

SECTION 2: Authorizes the Mayor and the City Clerk to endorse the agreement.

-o0o-

CITY OF WASCO
ORIGINAL

I **HEREBY CERTIFY** that the foregoing Resolution No. 2020 - 3414 was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on January 21, 2020 by the following vote:

COUNCIL MEMBERS: CORTEZ, ESPITIA, GARCIA, PALLARES, REYNA

AYES:

NOES:

ABSTAIN:

ABSENT:

NONE

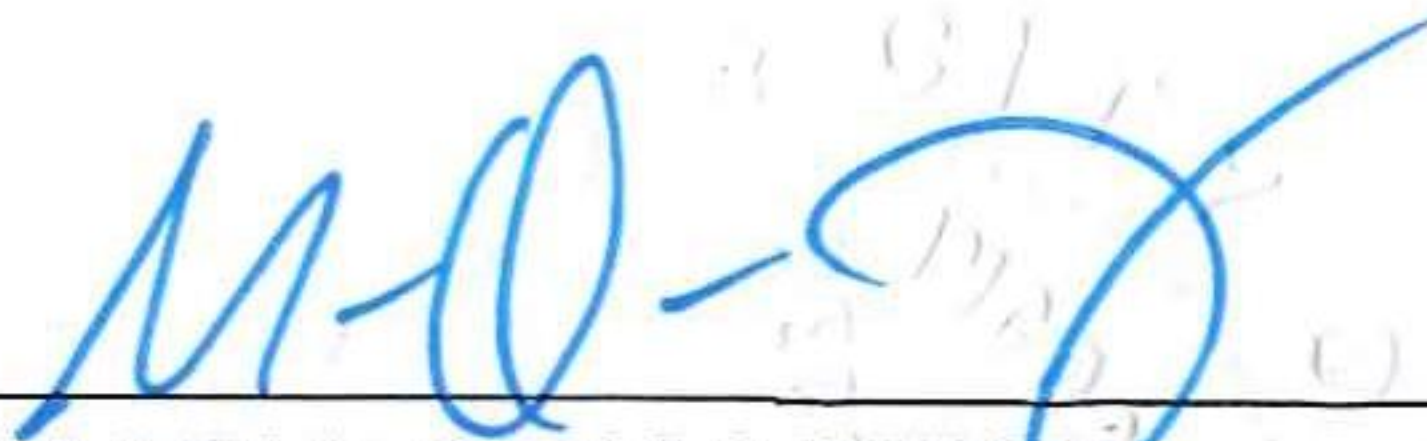
NONE

NONE



TEOFILO CORTEZ JR.,
MAYOR OF THE City of Wasco

Attest: January 21, 2020



MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk
of the Council of the City of Wasco

CITY OF WASCO
ORIGINAL

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF WASCO APPROVING AMENDMENT TO AGREEMENT NO. 2020-003 WITH WILLBANKS ENVIRONMENTAL CONSULTING, INC.

WHEREAS, the City wishes to continue contracting with Willbanks Environmental Consulting, Inc. to provide environmental reporting services to complete quarterly and annual groundwater monitoring well reports required by the Regional Water Quality Control Boards; and

WHEREAS, the services provided are described in the agreement, attached as Exhibit "A"; and

WHEREAS, said Agreement has been made in the form and manner prescribed by the City of Wasco Municipal Code and the California Public Contract Code; and,

WHEREAS, Willbanks Environmental Consulting, Inc. and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

WHEREAS, the Agreement shall be governed by and construed in accordance with the laws of the State of California; and,

WHEREAS, Willbanks Environmental Services, Inc. shall maintain all worker's compensation insurance where and, in the amounts, required by law and comprehensive general public liability insurance as outlined in the agreement.

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

SECTION 1: Approves the amendment to Agreement No. 2020-003 with Willbanks Environmental Consulting, Inc.

SECTION 2: Authorizes the City Manager to endorse the agreement.

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I HEREBY CERTIFY that the foregoing Resolution No. 2021 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on April 6, 2021 by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

ALEXANDRO GARCIA,
MAYOR of the City of Wasco

ATTEST: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk
of the Council of the City of Wasco

AMENDMENT TO AGREEMENT 2020-003 (1)

THIS AMENDMENT TO AGREEMENT (the "Amendment") made this 6th day of April, 2021, by and between the CITY OF WASCO, a municipal corporation (the "City") and WILLBANKS ENVIRONMENTAL CONSULTING, INC., a California Corporation ("Consultant"),

W I T N E S S E T H :

WHEREAS, City and Consultant entered into that certain agreement dated January 21, 2020 (the "Agreement") to perform environmental reporting services associated with the groundwater monitoring requirements for the City's wastewater treatment facility as required by the Regional Water Quality Control Board and related services and the parties wish to amend the Agreement to extend the Agreement to and through calendar year 2021 under the terms and conditions described hereinafter and Consultant is agreeable thereto.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim. The capitalized terms used herein shall have the same meaning as in the Agreement unless otherwise specifically described herein.

2. The parties hereby amend the Agreement by extending the Services to be performed to and through calendar year 2021 under the same terms and conditions as in the Agreement.

3. Except as amended herein, the Agreement and each of its terms and conditions shall remain in full force and effect. Any inconsistency or ambiguity between the Agreement and this Amendment shall be resolved in favor of this Amendment.

4. This Amendment may be executed in counterparts. A facsimile or electronic copy of this Amendment shall be as effective as the original for all purposes.

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IN WITNESS WHEREOF, the parties have executed this Amendment on

the date first hereinabove written.

DANIEL ORTIZ HERNANDEZ, City
Manager, City of Wasco, California

WILLBANKS ENVIRONMENTAL
CONSULTING, INC., a California
Corporation, "Consultant"

By:

Noelle Willbanks, PE,
Principal Engineer

EXHIBIT "A"

[Scope of Services]

Scope of Services

WEC proposes the following scope of services to continue to assist the City with environmental compliance associated with groundwater reporting:

- WEC will review groundwater sampling data from 4 rounds of quarterly sampling conducted by Del-Tech Geotechnical Support Services for the 2021 compliance year;
- Prepare three quarterly groundwater monitoring reports and one annual report for submittal to the RWQCB for each compliance year. All reports will include a groundwater contour map prepared by a licensed civil engineer or geologist as required by the RWQCB.

Groundwater sampling is being performed by an entity other than WEC. WEC assumes all pertinent data required for the preparation of the reports will be provided by the City of Wasco.

Schedule

WEC can begin preparation of the reports within one week of receiving the data from the City. It is estimated that the quarterly reports will take approximately two weeks to complete. The annual reports will require an additional week to complete.

Fees

The estimated cost to complete the proposed work and provide sampling equipment is as follows:

<i>One Annual Report</i>	<i>\$2,250</i>
<i>Three Quarterly Reports</i>	<i><u>\$5,250</u></i>
	<i>\$7,500</i>

This is an estimate based on previous experience with groundwater monitoring reports. This cost will not be exceeded without prior authorization from the City. Costs will be billed on a monthly basis and invoices are due and payable upon receipt. Fees for additional services not included herein, will be billed on a time and materials basis in accordance with the attached schedule of fees and as approved by the City of Wasco.

Limitations

WEC will perform its services consistent with that level of care and skill ordinarily exercised by other consultants practicing in the same discipline and locale at the time the services are performed. No other warranties, either express or implied, are provided. Please review the attached Agreement and Provisions. If this proposal is acceptable to you, please sign and return the attached Agreement as your authorization to proceed. A countersigned copy of the Agreement will be returned to you for your files.

EXHIBIT "B"
[CONSULTANT Employee Hourly Rates]

SCHEDULE OF FEES

PROFESSIONAL STAFF

Principal	(per hour)	\$170
Hydrogeologist	(per hour)	155
Senior Professional	(per hour)	148
Qualified SWPPP Developer	(per hour)	148
Project Manager	(per hour)	134
Project Professional	(per hour)	124
Staff Professional	(per hour)	111
Qualified SWPPP Practitioner	(per hour)	111
Technician	(per hour)	93
Technical Illustrator	(per hour)	67
Administrative Assistant/Clerical	(per hour)	59

EQUIPMENT

Sample Truck	(per day)	\$360
Photo-ionization Detector	(per day)	Rent Rate
Flame-ionization Detector	(per day)	Rent Rate
Hand Auger	(per day)	150
Truck	(per day)	105
Imhoff Cone Test	(per day)	85
Submersible Pump	(per day)	80
Rotary Hammer	(per day)	50
Water Quality Meter	(per day)	50
Electronic Sounder	(per day)	31
Turbidity Meter	(per say)	30
Diffusion Bag	(each)	30
Hand-held Monitoring Equipment	(per day)	26
Groundwater Sampling Bailers	(each)	16
Tedlar Bags	(each)	15

Padlocks.....	(each)	13
Sample Sleeves	(each)	10
Gas Syringe 60ml.....	(each)	3
Flexguard Sleeves.....	(per ft.)	3
Polyethylene Tubing	(per ft.)	0.29

MISCELLANEOUS

Per Diem.....	(per day)	\$125
Mileage	(per mile)	1.00



WILLBANKS

ENVIRONMENTAL CONSULTING, INC

755 North Peach Ave, Ste. G-9 • Clovis, CA 93611
(559) 797-4181 Office • www.WillbanksEnvCo.com

March 26, 2021

WEC Proposal P21.224

Ms. Biridiana Bishop
City of Wasco
5410 7th Street
Wasco, California 93280

**Re: Proposal for Continued Environmental Consulting/Reporting Services
City of Wasco WDR Compliance
5410 7th Street
Wasco, California**

Dear Ms. Bishop:

Willbanks Environmental Consulting Services (WEC) has prepared this proposal for the City of Wasco (City) to continue to perform environmental reporting services associated with the groundwater monitoring requirements for the City of Wasco Wastewater Treatment Facility (WWTF) located at 5410 7th Street, Wasco, California. The site is currently regulated by the Regional Water Quality Control Board (RWQCB) under Waste Discharge Requirement Order, Monitoring and Reporting Program No. R5-2002-0198 (Order). The Order requires quarterly and annual groundwater sampling and reporting.

Scope of Services

WEC proposes the following scope of services to continue to assist the City with environmental compliance associated with groundwater reporting:

- WEC will review groundwater sampling data from 4 rounds of quarterly sampling conducted by Del-Tech Geotechnical Support Services for the 2021 compliance year;
- Prepare three quarterly groundwater monitoring reports and one annual report for submittal to the RWQCB for each compliance year. All reports will include a groundwater contour map prepared by a licensed civil engineer or geologist as required by the RWQCB.

Groundwater sampling is being performed by an entity other than WEC. WEC assumes all pertinent data required for the preparation of the reports will be provided by the City of Wasco.

Schedule

WEC can begin preparation of the reports within one week of receiving the data from the City. It is estimated that the quarterly reports will take approximately two weeks to complete. The annual reports will require an additional week to complete.

Fees

The estimated cost to complete the proposed work and provide sampling equipment is as follows:

<i>One Annual Report</i>	<i>\$2,250</i>
<i>Three Quarterly Reports</i>	<i><u>\$5,250</u></i>
	<i>\$7,500</i>

This is an estimate based on previous experience with groundwater monitoring reports. This cost will not be exceeded without prior authorization from the City. Costs will be billed on a monthly basis and invoices are due and payable upon receipt. Fees for additional services not included herein, will be billed on a time and materials basis in accordance with the attached schedule of fees and as approved by the City of Wasco.

Limitations

WEC will perform its services consistent with that level of care and skill ordinarily exercised by other consultants practicing in the same discipline and locale at the time the services are performed. No other warranties, either express or implied, are provided. Please review the attached Agreement and Provisions. If this proposal is acceptable to you, please sign and return the attached Agreement as your authorization to proceed. A countersigned copy of the Agreement will be returned to you for your files.

We appreciate the opportunity to submit this proposal for the City of Wasco. Please contact the WEC office at (559) 797-4181 if you have any questions or comments.

Regards,
Willbanks Environmental Consulting, Inc.



Noelle Willbanks, PE

Attachments:
Agreement between Client and Consultant
2021 Schedule of Fees



AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES

THIS AGREEMENT, effective as of this _____ day of _____ 20__,

is by and between _____ (“Client”)

and _____ (“Consultant”).

THE PROJECT is generally described as:

and is located at _____

_____ (“Project Site”).

THIS AGREEMENT consists of the following documents which are incorporated herein by reference:

- GENERAL CONDITIONS FOR ENVIRONMENTAL CONSULTING SERVICES; and
- Consultant’s SCOPE OF SERVICES AND SCHEDULE OF CHARGES (Exhibit A); and
- Any documents specifically listed below or incorporated by reference in the listed documents.

Consultant agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

CLIENT:

CONSULTANT:

Signature:

Print Name:

Title:

Company:

Address:

Date:

GENERAL CONDITIONS FOR ENVIRONMENTAL CONSULTING SERVICES

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors, and including its/their subcontractors of every tier, retained to perform remediation work on the Project for which Consultant is providing Services under this Agreement

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. Any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Governmental Agencies. All federal, state and local agencies having jurisdiction over the Project.

1.6. Services. The professional services provided by Consultant as set forth in this Agreement, the SCOPE OF SERVICES included in Exhibit A and any written amendment to this Agreement.

1.7. Work. The labor, materials, equipment and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

Consultant will perform the Services set forth in the attached SCOPE OF SERVICES, which may be amended by Client and Consultant in writing.

2.1. Changes in Scope. If Consultant provides Client with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Consultant on the Project are subject to the terms and limitations of this Agreement. If Consultant provides Services, but the parties do not reach agreement concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 18, "Disputes."

2.2. Licenses. Consultant will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. Consultant's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES.

2.3.1. General. Client expressly waives any claim against Consultant resulting from its failure to perform recommended additional Services that Client has not authorized Consultant to perform, and any claim that Consultant failed to perform services that Client instructs Consultant not to perform.

2.3.2. Biological Pollutants. Consultant's SCOPE OF SERVICES specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. Consultant's SCOPE OF SERVICES will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that Consultant has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless Consultant from all claims by any third party concerning Biological Pollutants, except for damages caused by Consultant's sole negligence.

3. PAYMENTS TO CONSULTANT

3.1. Basic Services. Consultant will perform all Services set forth in the SCOPE OF SERVICES AND SCHEDULE OF CHARGES for the amount(s) set forth therein.

3.2. Additional Services. Any Services performed under this Agreement, except those Services expressly identified in the attached SCOPE OF SERVICES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. Consultant will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Consultant. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that Consultant will not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

3.4. Rates. Client will pay Consultant at the rates set forth in the SCHEDULE OF CHARGES.

3.4.1. Changes to Rates. Client and Consultant agree that the Schedule of Charges is subject to periodic review and

amendment, as appropriate to reflect Consultant's then-current fee structure. Consultant will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and Consultant and Client cannot agree upon a new fee structure within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth under Section 17, "Termination."

3.4.2. Prevailing Wages. Unless Client specifically informs Consultant in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless Consultant from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. Payment Timing; Late Charge. All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. Professional Standards. Client acknowledges that Projects that include hazardous or toxic materials and/or investigations of chemicals in the environment involve inherent uncertainties, such as limitations on laboratory analytical methods and variations in subsurface conditions. Such uncertainties may adversely affect a Project's results, even though the Services are performed with skill and care.

4.1.1. Evolving Technologies. The investigation, characterization and remediation of hazardous wastes involve technologies which are rapidly evolving. Existing state-of-the-art technologies are often new and untried, and future technologies may supersede current techniques. In addition, standards for remediation, including statutes and regulations, change with time. Client understands that Consultant's recommendations must be based upon current technologies and standards and may differ from the recommendations that might be made at a later time.

4.1.2. Level of Service. Consultant offers different levels of Environmental Consulting Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of service adequate for its purposes. Client has reviewed the SCOPE OF SERVICES and has determined that it does not need or want a greater level of service than that being provided.

4.1.3. Standard of Care. Subject to the limitations inherent in the agreed SCOPE OF SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant may perform its Services consistent with that level

of care and skill ordinarily exercised by other consultants practicing in the same discipline and locale under similar circumstances at the time the Services are performed.

4.2. No Warranty. No warranty, express or implied, is included or intended by this Agreement.

5. CONTRACTOR'S PERFORMANCE

5.1. Contractor's Performance. Consultant is not responsible for the means, methods, techniques or sequences used by Contractor during the performance of the Work. Consultant will not supervise or direct Contractor's Work, nor be liable for any failure of Contractor to complete its Work in accordance with the Contract Documents or with applicable laws and regulations. Client understands and agrees that Contractor, and not Consultant, has sole responsibility for the safety of persons and property at the Project Site during remediation.

5.2. Tests. Tests performed by Consultant on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. Consultant's tests and observation of the Work are not a guarantee of the quality of other parties' work and do not relieve other parties from their responsibility to perform their work in accordance with applicable plans, specifications and requirements.

6. ESTIMATE OF REMEDIATION COSTS

Client acknowledges that environmental remediation costs are subject to many influences that are not subject to precise forecasting and are outside of Consultant's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by Consultant and that Consultant does not warrant or guaranty the accuracy of environmental remediation cost estimates.

7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

7.1. Cooperation. Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.

7.2. Representative. Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

7.3. Rights of Entry. Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Consultant will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that Consultant's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

7.4. Relevant Information. Supply Consultant with all information and documents in Client's possession or knowledge that are relevant to Consultant's Services. Client warrants the accuracy of any information supplied by it to Consultant, and acknowledges that Consultant is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Consultant of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

7.5. Subsurface Structures. Correctly designate the location of all subsurface structures on plans to be furnished to Consultant such as pipes, tanks, cables and utilities within the property lines of the Project Site(s) and be responsible for any damage inadvertently caused by Consultant to any such structure or utility not so designated. Consultant is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to Consultant.

7.6. Manifests. Execute all manifests or other documents evidencing ownership, possession or control over Hazardous Materials.

7.7. Notification to Authorities. Provide all required notifications to applicable Governmental Agencies, regulatory bodies or the public related to the existence, discharge, release, disposal, and/or transportation of Hazardous Materials.

8. CHANGED CONDITIONS

If Consultant discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Consultant will notify Client in writing of the Changed Conditions. Client and Consultant agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If Consultant and Client cannot agree upon amended terms and conditions within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth in Section 17, "Termination."

9. CERTIFICATIONS

Client agrees not to require Consultant to execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) Consultant believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Consultant believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by Consultant, and does not constitute a warranty or guaranty, either expressed or implied.

10. ALLOCATION OF RISK

10.1. Limitation of Liability. The total cumulative liability of Consultant, its subconsultants and subcontractors, and all of

their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities") to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Consultant under this Agreement or \$50,000, whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Consultant's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Consultant and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Consultant's fee, provided that they amend this Agreement in writing as provided in Section 19.

10.2. Indemnification.

10.2.1. Indemnification of Client. Subject to the provisions and limitations of this Agreement, Consultant agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") to the extent caused by Consultant's negligent performance of its Services under this Agreement.

10.2.2. Indemnification of Consultant. Client will indemnify and hold harmless Consultant Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Consultant's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Consultant Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

10.3. Consequential Damages. Neither Client nor Consultant will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

10.4. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If Consultant provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

11. INSURANCE

11.1. Consultant's Insurance. Consultant will obtain, if reasonably available, the following coverages:

11.1.1. Statutory Workers' Compensation/Employer's Liability Insurance;

11.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000;

11.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

11.1.4. Professional Liability Insurance in amounts of \$1,000,000 per claim and annual aggregate.

11.2. Contractor's Insurance. Client will require that all Contractors and subcontractors for the Project name Consultant as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name Consultant and its subcontractors and subconsultants as additional insureds on the General Liability insurance.

11.3. Certificates of Insurance. Upon request, Consultant and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

12. OWNERSHIP AND USE OF DOCUMENTS

12.1. Client Documents. All documents provided by Client will remain the property of Client. Consultant will return all such documents to Client upon request, but may retain file copies of such documents.

12.2. Consultant's Documents. Unless otherwise agreed in writing, all documents and information prepared by Consultant or obtained by Consultant from any third party in connection with the performance of the Services, including, but not limited to, Consultant's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of Consultant. Consultant has the right, in its sole discretion, to dispose of or retain the Documents.

12.3. Use of Documents. All Documents prepared by Consultant are solely for use by Client and will not be provided by either party to any other person or entity without Consultant's prior written consent. Except as set forth herein, neither Consultant nor Client will disclose, disseminate or otherwise provide such reports or information except as required for the completion of Contractor's Work or the monitoring of the Project by Governmental Agencies.

12.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with this

Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

12.3.2. Use by Consultant. Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from Services and the right to use the Documents for any purpose.

12.4. Electronic Media. Consultant may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by Consultant in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, Consultant's electronic Documents and media will conform to Consultant's standards. Consultant will provide any requested electronic Documents for a 30-day acceptance period, and Consultant will correct any defects reported by Client to Consultant during this period. Consultant makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

12.5. Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Consultant's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Client waives any and all claims against Consultant resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

13. SAMPLES AND CUTTINGS

13.1. Sample Retention. If Consultant provides laboratory testing or analytic Services, Consultant will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

13.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during an investigation by Consultant, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

14. RELATIONSHIP OF THE PARTIES

Consultant will perform Services under this Agreement as an independent contractor.

15. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the services of others without obtaining Client's consent if Consultant deems it necessary or desirable for others to perform certain Services.

16. SUSPENSION AND DELAYS

16.1. Procedures. Client may, at any time, by 10 days written notice suspend performance of all or any part of the Services by Consultant. Consultant may terminate this Agreement if Client suspends Consultant's work for more than 60 days and Client will pay Consultant as set forth under Section 17, "Termination." If Client suspends Consultant's Services, or if Client or others delay Consultant's Services, Client and Consultant agree to equitably adjust: (1) the time for completion of the Services; and (2) Consultant's compensation in accordance with Consultant's then current SCHEDULE OF CHARGES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Consultant for demobilization and subsequent remobilization.

16.2. Liability. Consultant is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Consultant's control, including, but not limited to, pollution, contamination or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

17. TERMINATION

17.1. Termination for Convenience. Consultant and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

17.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

17.3. Payment on Termination. Following termination other than for a material breach of this Agreement by Consultant, Client will pay Consultant for the Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in

accordance with Consultant's then current SCHEDULE OF CHARGES.

18. DISPUTES

18.1. Mediation. All disputes between Consultant and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

18.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or mediation occurred but does not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

18.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

18.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Consultant's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

19. MISCELLANEOUS

19.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is found to be void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

19.2. Modification of This Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

19.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

19.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

19.5. Waiver. The waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

End of General Conditions



SCHEDULE OF FEES

PROFESSIONAL STAFF

Principal	(per hour)	\$170
Hydrogeologist	(per hour)	155
Senior Professional	(per hour)	148
Qualified SWPPP Developer	(per hour)	148
Project Manager	(per hour)	134
Project Professional	(per hour)	124
Staff Professional	(per hour)	111
Qualified SWPPP Practitioner	(per hour)	111
Technician	(per hour)	93
Technical Illustrator	(per hour)	67
Administrative Assistant/Clerical	(per hour)	59

EQUIPMENT

Sample Truck	(per day)	\$360
Photo-ionization Detector	(per day)	Rent Rate
Flame-ionization Detector	(per day)	Rent Rate
Hand Auger	(per day)	150
Truck	(per day)	105
Imhoff Cone Test	(per day)	85
Submersible Pump	(per day)	80
Rotary Hammer	(per day)	50
Water Quality Meter	(per day)	50
Electronic Sounder	(per day)	31
Turbidity Meter	(per say)	30
Diffusion Bag	(each)	30
Hand-held Monitoring Equipment	(per day)	26
Groundwater Sampling Bailers	(each)	16
Tedlar Bags	(each)	15

Padlocks.....	(each)	13
Sample Sleeves	(each)	10
Gas Syringe 60ml.....	(each)	3
Flexguard Sleeves.....	(per ft.)	3
Polyethylene Tubing	(per ft.)	0.29

MISCELLANEOUS

Per Diem.....	(per day)	\$125
Mileage	(per mile)	1.00

General Costs

Rates for personnel will increase by 3% per year on January 1 of each subsequent year.
Outside services will be billed at cost plus 15%.

Overtime Charges

Work performed in excess of 8 hours per day Monday through Saturday will be charged at 1.5 times the unit rate.

Work performed on Sundays, holidays, or in excess of eight hours on Saturdays will be billed at 2.0 times the unit rate.



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Biridiana Bishop, Public Works Director

DATE: April 6, 2021

SUBJECT: Approve Final Change Orders reducing contract amount by \$36,706.40, Accept the Notice of Completion and Acceptance of the Labor Camp Fencing Project.

Recommendation:

Staff recommends the City Council Approve Final Change Orders reducing contract amount by \$36,706.40, Accept the Notice of Completion and Acceptance of the Labor Camp Fencing Project.

Discussion:

Council awarded a bid in the amount of \$146,250.00 to Rudnick Fence Co. on December 15, 2020, for the Labor Camp Fencing Project and authorized the City Manager to make quantity adjustments and approve change orders as needed in an amount not to exceed \$25,000. The scope of work included the installation of fencing around the entire perimeter of the property. In addition, 4 vehicle gates and 5 main gates were installed to ensure access for emergency crews.

The goal for this Project was to install a perimeter fence that could help deter transients from entering the property and continuing to damage and vandalize the buildings. It was our hope that the fence will deter negative activity in the area as much as possible until the time that the buildings can be demolished. The fence is now being vandalized and cut almost daily. Staff is working on developing a request for proposals to contract fence repair services for the on-going repair of the fence.

Staff has reviewed the installation of the fence, including the tautness of the chain-link, bonding of the connections, reinforcement of the supports, etc., and has determined that the installation is sufficient to close out the Project.



In order to reduce costs, and due to many areas of the fence already having concrete underneath, we removed the requirement to place curbing under the entirety of the fencing. This exclusion saved the City \$38,720.00. See attached change order summary for full details on total cost savings.

The total project cost ended up at \$109,543.60

Fiscal Impact:

The City originally budgeted \$175,000 in the 2020 - 21 budget. The current total costs for the Project construction total \$109,543.60.

Attachments:

1. Notice of Acceptance
2. Notice of Completion
3. Final Balancing Change Order



NOTICE OF ACCEPTANCE

NOTICE IS HEREBY GIVEN that the Public Works Director, City of Wasco, State of California, by and through the powers vested in his office by the Members of the City Council, has reviewed and accepted as complete the work performed under contract by the Contractor.

The information pertinent to this Notice is as follows:

1. Owner: City of Wasco
2. Contractor: Rudnick Fence Company.
3. Surety of Faithful Performance
and Labor and Material Bond: Western Surety Company
4. Contract For: Labor Camp Fencing Project
5. Date of Contract: December 15. 2020
6. Date of Completion: April 6, 2021

I, Biridiana Bishop, hereby declare under penalty of perjury that the foregoing is true and the provisions of the contract have been met and are accepted on April 6, 2021.

Biridiana Bishop
Public Works Director
City of Wasco

Recording Requested By: CITY OF WASCO Maria Martinez, City Clerk	
When Recorded Mail to: City of Wasco 764 E Street Wasco, CA 93280	

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is **OWNER** or Agent of the **OWNER** of the interest or estate stated below in the property hereinafter described.

2. The **FULL NAME** of the **OWNER** is City of Wasco

3. The **FULL ADDRESS** of the **OWNER** is 746 8th Street, Wasco CA 93280

4. The **NATURE OF THE INTEREST** or **ESTATE** of the undersigned is: In Fee.

(if other than fee, Strike "In Fee" and insert, for example, "Purchaser under contract of purchase," or "Lessee.")

5. The **FULL NAMES** and **FULL ADDRESSES** of **ALL PERSONS**, if any, **WHO HOLD SUCH INTEREST** or **ESTATE** with the undersigned as **JOINT TENANTS IN COMMON** are:

Names

Addresses

6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

Names

Addresses

7. A work of improvement on the property hereinafter described was **COMPLETED** April 6, 2021

8. The work of improvement completed is described as follows: Labor Camp Fencing Project

9. The **NAME OF THE ORIGINAL CONTRACTOR**, if any, for such work of improvement is: Rudnick Fence Company

10. The street address of said property is: N/A

11. The property on which said work of improvement was completed is in the City of Wasco, County of Kern, State of California, and is described as follows:

Fencing around the old Farm Labor Camp between H Street and J Street from 6th Street to 9th Street

04/06/2021

Date

Mr. Alexandro Garcia, Mayor, City of Wasco

Verification for **INDIVIDUAL** owner

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

NOT APPLICABLE

NOT APPLICABLE

Date and Place

Signature of Owner named in paragraph 2

Verification for **NON-INDIVIDUAL** owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the **Mayor** of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

04/06/2021, City of Wasco, CA

Date and Place

Mr. Alexandro Garcia, Mayor, City of Wasco



Final Balancing Change Order

Date of Contract: December 15, 2020 **Date:** April 6, 2021
Contract Amount: \$146,250.00
Contractor: Rudnick Fence Co. **Project:** Labor Camp Fencing Project

INCREASE IN CONTRACT ITEMS OF WORK:

*Requested price for man-gates for additional access points for police and fire. Price approved - \$400/gate
**Cost added for core-drilling where required as existing concrete needed to be drilled into to place posts. \$100/core drill.

	Estimated	Actual	Difference
Item #3 Vehicle Gates	3	4	1 @ \$1,750/Gate = \$1,750.00
- Line item Increased due to additional gates Requested for Fire Dept. access			
*Man-Gates	0	5	5 Gates @ \$400/EA = \$2,000.00
- Line item added for better access.			
**Core-Drilling	0	14	14 Holes @ \$100/EA = \$1,400.00
- Line Item added to drill into existing Concrete areas to install gate posts.			

Total Increase: = \$5,150.00

DECREASE IN CONTRACT ITEMS OF WORK:

****Deduction of \$10 per linear foot due to deletion of concrete mow scurb for entire length of fence due to existing concrete in most areas and lack of necessity for mow curb. New cost per LF - \$24.50**

	Estimated	Actual	Difference
Item #2 Fencing Per Standard M4	4,000	3,872	(128) @ \$24.50/LF = - \$ 3,136.40
- Line item reduced after measurements of Final conditions			
** Deduction due to removal of mow curb	3,872	3,872	3,872 @ \$10/LF = - \$38,720.00

Total Decrease: = -\$41,856.40

Original Contract Amount	-	-	-	-	-	-	-	-	\$146,250.00
Net Quantity Adjustments/Change Orders	-	-	-	-	-	-	-	-	(\$ 36,706.40)
Final Balance	-	-	-	-	-	-	-	-	\$109,543.60



Public Works (661) 758-7270 Fax (661) 758-1728
764 E. Street, Wasco, CA. 93280

ACCEPTED BY: _____ DATE: _____
Rudnick Fence Company

RECOMMENDED BY: _____ DATE: _____
Biridiana Bishop, Dir. Public Works

APPROVED BY: _____ DATE: _____
Mr. Daniel Ortiz-Hernandez, City Manager



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Biridiana Bishop, Public Works Director

DATE: April 6, 2021

SUBJECT: Adopt a Resolution Approving an Application for Funding and Authorizing the City Manager to Execute all Required Documents for the Alternative Fuels Mechanic Training with the San Joaquin Valley Air Pollution Control District.

Recommendation:

Staff recommends the City Council adopt a resolution approving the application for funding and authorize the City Manager to execute all required documents for Alternative Fuels Mechanic Training with the San Joaquin Valley Air Pollution Control District.

Discussion:

The San Joaquin Valley Air Pollution Control District (Air District) is providing funding to public agencies for the purchase and providing Alternative Fuels Mechanic Training and education to shop and fleet personnel that will allow the City effectively and safely manage, inspect, and repair Compressed Natural Gas (CNG) fueling stations and vehicles systems. The City shares its CNG station with other local customers and school districts who rely on CNG fuel for large refuse and sweepers, school busses, and various public transportation vehicles.

The City currently owns and operates a CNG Fueling Station. This station is currently managed by shop personnel with support from contractors as needed. This training affords mechanics CNG systems training on operations and maintenance as well as provide them certification as CNG Fuel System Inspectors.

Staff was made aware of this grant opportunity by the Air District and submitted application for both of the City's shop mechanics to attend this virtual on-line training and certification. The City has the opportunity to receive up to \$15,000 per fiscal year for eligible education and training from the Air District, therefore this Alternative Fuel Mechanics Training falls well below the limit with a cost of only \$4,893.24.

Funding from this grant would cover the following courses:

1. Natural Gas Driver and Fueling
2. Natural Gas Essentials and Safety Practices
3. CNG Fuel System Inspector Training (With Exam)
4. Essentials of CNG Station Operation and Maintenance

The San Joaquin Valley Air Pollution Control District Alternative Fuels Mechanic Training requires a resolution as part of the application. Staff is requesting the council adopt the necessary resolution for the grant application to San Joaquin Valley Air Pollution Control District to assist with this recommended training.

Fiscal Impact:

This funding will be grant funded by the San Joaquin Valley Air Pollution Control District Alternative Fuels Mechanic and training will be provided virtually by the Natural Gas Vehicle Institute.

Attachments:

1. Resolution
2. Application

RESOLUTION NO. 2021 - _____

A RESOLUTION OF THE CITY COUNCIL OF WASCO APPROVING AN APPLICATION FOR FUNDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL REQUIRED DOCUMENTS FOR THE ALTERNATIVE FUELS MECHANIC TRAINING WITH THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

WHEREAS, the San Joaquin Valley Air Pollution Control District (Air District) provides annual grant funding for education and training to qualifying agencies in the amount of \$15,000; and,

WHEREAS, the City applied for grant funding for Shop personnel to receive Alternative Fuels Mechanic Training; and,

WHEREAS, the City operates and owns a Compressed Natural Gas (CNG) station providing an alternative fuel source for the community; and,

WHEREAS, the City has applied for grant funding to receive Alternative Fuels Mechanic Training and certification to safely operate and maintain the City's CNG station; and,

WHEREAS, the City has been approved and qualified by the Air District to receive grant funding in the amount of \$4,893.24; and

WHEREAS, the City must provide proof of an approved resolution to receive this grant funding.

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

SECTION 1: Approves the application for funding for education and training.

SECTION 2: Authorizes the City Manager to execute all required documents.

-o0o-

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2021 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on April 6, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

ALEXANDRO GARCIA,
MAYOR of the City o Wasco

Attest: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

ALTERNATIVE FUELS MECHANIC TRAINING REMOVE II PROGRAM APPLICATION

A. APPLICANT INFORMATION			
Organization:		City of Wasco Public Works	
Contact name:		Charles Sobolewski Public Works Deputy Director	
Person with contract signing authority:		Biridiana Bishop Public Works Director	
Street/mailling address:		746 8th Street	
City:	Wasco	State:	CA Zip code: 93280
Phone:	(661) 758-7223	Fax:	(661) 758-5411
E-mail:	chsobolewski@cityofwasco.org	Mobile Phone:	(661) 374-7166
Geographic area served by organization: City of Wasco, CA / San Joaquin Valley			
Geographic area to be served by the alternative fuels technology training (if different than above): 			

I hereby certify that all information provided in this application and any attachments are true and correct to the best of my knowledge, and that I have read the separate Guidelines, Policies and Procedures document for this program component.

Printed Name of Responsible Party: Charles Sobolewski	Title: Public Works Deputy Director
Signature of Responsible Party: (Must sign in BLUE INK ONLY)	Date: March 2, 2021

7.	Date of the scheduled course and the duration of the training (workshop days or semester): Recurring on-line (self-paced)
8.	Additional funding sources solicited and amounts, if available:

C. INFORMATION OF THE FLEET AND INFRASTRUCTURE	
1.	Number and description of alternative fuel vehicles currently in the fleet: 3 refuse trucks 1 street sweeper
2.	Proposed expansion or modification to the current alternative fuel fleet: The City of Wasco currently maintains 4 special-duty CNG vehicles and will be expanding its CNG fleet over the next 10 years. The City of Wasco plans to add 3 more CNG refuse trucks in FY 2021 for a total of 7 CNG capable vehicles through FY 2025. The City of Wasco will be adding an additional 3 more CNG refuse trucks in FY 2026 for a grand total of 10 refuse vehicles. The City of Wasco plans to continue its conversion to alternative and clean fuel systems operations up to 2033 when the City will begin planning for the fleet transition from fossil fuels to fully electric vehicles (EV).
3.	Description of current alternative fuel infrastructure: Currently the City operates and maintains a CNG station providing service to Wasco city vehicles, community school districts, and other agencies in need of CNG fuel supplies.

ALTERNATIVE FUEL VEHICLE MECHANIC TRAINING INCENTIVE COMPONENT REMOVE II PROGRAM APPLICATION

March 3, 2021

Prepared by: Charles Sobolewski
City of Wasco
Public Works Deputy Director

Objective: The City of Wasco appreciates SJVAPD funding opportunities and wishes to apply for funding in the amount of \$4,893.24 for the following training opportunities provided by the Natural Gas Vehicle Institute (NGVi) directly related to the safe operation and maintenance of the city's CNG resources as well as support the overall improvement of air quality within the San Joaquin Valley region. The City of Wasco is seeking to obtain this funding assistance from the San Joaquin Valley Air Pollution Control District (SJVAPD) for Compressed Natural Gas (CNG) fuel systems and station operating equipment training and education for the city's fleet operations mechanics. The City of Wasco will be expanding its CNG fleet over the next 10 years and would like to ensure our mechanics are fully capable and qualified to perform inspections, repairs, and troubleshooting on vehicles, equipment, and CNG facilities.

Cost Analysis :

	Course	Institution	Hours	Type Training	Cost per class	Total (2 Mechanics)
1	NGV Driver and Fueling	NGVi	0.6	E-Learning (Self-paced)	\$89	\$178
2	NGV Essentials and Safety Practices	NGVi	3.0	E-Learning (Self-paced)	\$495	\$990
3	CNG Fuel System Inspector Training (with Exam)	NGVi	7.0	E-Learning (Self-paced)	\$895	\$1,790
4	Essentials of CNG Station Operation and Maintenance*	NGVi	10.0	E-Learning (Self-paced)	\$775	\$1,550
				Registration Processing Fees (3%)	3%	\$135.24
				Participant Guide (Textbook) *	\$125	\$250
TOTAL						\$4,893.24

1. NGV Driver and Fueling (0.6 hours)

Natural Gas Vehicle Driver and Fueling Training is a 40-minute, on-demand learning course that teaches the elements involved in safe driving and fueling of today's natural gas vehicles (NGVs). This training provides all the information necessary to ensure that your NGV fleet is driven and fueled to meet or exceed current safety standards.

Course Objectives:

- Describe the advantages of CNG as a transportation fuel
- Describe the properties of compressed natural gas (CNG); identify the differences compared to liquid fuels
- Identify major safety features of natural gas vehicles
- Employ safety precautions and techniques when driving natural gas-powered vehicles
- Identify CNG station and fueling procedures and safety systems and be able to use them
- Describe and employ the process to safely fuel a CNG vehicle
- Distinguish and employ the proper procedures to follow during an emergency

4. Essentials of CNG Station Operation and Maintenance (10 hours)

CNG fueling stations are complex systems. Because CNG stations provide extremely high-pressure fuel, NFPA 52 (the primary CNG fueling station design, operation and maintenance code) requires a written maintenance plan for every existing and new station. Station owners, maintenance technicians and third-party providers must understand and implement required maintenance practices to ensure the safety of everyone who enters the station. In addition, they must be able to ensure station reliability and protect the financial investment.

This e-learning course teaches station owners, managers, third-party providers and maintenance technicians the maintenance requirements and practices for each component. You'll also learn how to develop and implement the required maintenance plan, how to meet all regulatory requirements, and the practical how-to's of preventative maintenance, diagnostics and troubleshooting, record keeping, and conducting safety evaluations.

For CNG fueling station owners, operators and third-party maintenance contractors, the Essentials course provides the knowledge necessary to design and implement a successful maintenance plan that ensures the highest level of equipment and system reliability and fuel quality required by today's NGV operators.

This e-learning course consists of 10 hours of video-based training broken down into 20 segments.

Course Objectives

- List and describe physical properties and health hazards of natural gas
- Describe causes and effects of gas quality in a CNG fueling station
- Understand the reasons for and components of the CNG Fueling Station Operation & Maintenance Plan
- List the most frequently needed spare parts for maintaining a CNG fueling station
- List the most common specifications required in a third-party CNG Fueling Station Maintenance Contract
- Describe the necessity for an Emergency Fueling Plan
- Be familiar with the most common CNG fueling station troubleshooting techniques
- Describe major CNG fueling station components and maintenance practices for each
- Describe federal safety regulations for CNG fueling stations
- Describe the general safety issues associated with CNG fueling stations and how to mitigate risk
- List safety procedures and precautions required when maintaining CNG fueling stations
- Understand the key components of and how to conduct a CNG fueling facility safety evaluation
- Understand waste tracking requirements for a CNG fueling station, including Hazardous Waste
- Understand elements of a HAZOP plan as they relate to a CNG fueling station

Course Outline

Module 1	Introduction to Compressed Natural Gas
Module 2	Health Hazards of Natural Gas
Module 3	Gas Quality
Module 4	The Operation and Maintenance Plan
Module 5	Major Fueling Station Components and Maintenance Practices
Module 6	Safety Procedures and Guidelines
Module 7	NGV Facility Safety
Module 8	Filtration
Module 9	Waste Tracking and Disposal
Module 10	Tube Fitting Installation

Current Training Needs – The City of Wasco has two Fleet/Shop mechanics managing both diesel and CNG vehicles and understand that CNG training opportunities are critical to ensure the SJVAPD regulatory guidelines as well as provide for the sustainment of the new CNG vehicles.

City of Wasco Mechanics are often called upon when the presence or odor of natural gas is detected at our CNG station, however City Mechanics are not qualified to inspect or troubleshoot CNG systems and have requested CNG training opportunities that

- ☐ Driver Training or Operator Training
- ☐ Mechanic Training
- ☐ Maintenance Procedures and Practices
- ☐ General Alternative Fuels Technology Overview
- ☒ Other:

☒ The training and equipment location:

- ☐ In-house Training Site Option (operator's site)
- ☒ College/Institutional Training Site Option
- ☐ Other:

☒ The training program duration:

- ☒ Workshop Course up to ten (10) consecutive days
- ☐ Semester course
- ☐ Other:

☒ Provide a Cost Analysis List stating the separate fees for the course program, instructional materials, equipment and facility costs relative to the number of individuals in the training group.

☒ Provide a detailed course description or outline provided by the training coordinator.

☒ Provide a description of the current training needs of the mechanics and operational technicians.

☒ Provide a description of the organization's alternative fuel fleet and infrastructure composition.

☒ Provide an explanation of how the training will contribute to the development and transition to the incorporation of alternative fuels technology in the fleet or infrastructure operations.

☒ The organization or agency is based within the geographic area of the SJVAPCD and the operational activities of the fleet or infrastructure is within the boundaries of the SJVAPCD.

☒ The organization is actively pursuing measures for the development and transition to alternative fuel technology:

- ☐ The organization is conducting its first major transitional action for the incorporation of alternative fuel technology (first time purchase of alternative fuel vehicles, modification of infrastructure, etc.).
- ☒ The organization is making a substantial incremental change to increase or expand the existing alternative fuel technology in the current fleet or infrastructure operations (purchase additional alternative fuel vehicles, modification/retrofit technology, infrastructure equipment/components, etc.).



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Isarel Perez-Hernandez, Finance Director

DATE: April 6, 2021

SUBJECT: Adopt a Resolution Authorizing the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Following Project: Zero-Emission Bus Purchase Project, \$29,980.00.

Recommendation:

Staff recommends the City Council receive and file this report and approve a Resolution of the City Council of the City of Wasco authorizing the execution of the Certifications and Assurances and Authorized Agent forms for the Low Carbon Transit Operations Program (LCTOP) for the following project: Zero-Emission Bus Purchase Project, \$29,980.00.

Discussion:

LCTOP funds are to be expended by transit agencies on operating and capital assistance that reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities. Funds are to be used to directly enhance or expand transit service, increase transit mode share, or purchase zero-emission buses and the equipment and infrastructure necessary to operate and support such vehicles. The purpose of this resolution is to authorize: the submittal of the application for LCTOP funds; and, the City Manager to execute the Certifications and Assurances and Authorized Agent forms.

Fiscal Impact:

No impact at this time. No match funds are required.

Attachments:

- A. Resolution
- B. Kern COG Apportionment schedule

RESOLUTION NO. 2021 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) FOR THE FOLLOWING PROJECT: ZERO-EMISSION BUS PURCHASE PROJECT, \$29,980.00

WHEREAS, the City of Wasco is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the City of Wasco wishes to delegate authorization to execute these documents and any amendments thereto to Daniel Ortiz-Hernandez, City Manager.

WHEREAS, the City of Wasco wishes to implement the following LCTOP project listed above,

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

SECTION 1: That the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations, and guidelines for all LCTOP funded transit projects.

SECTION 2: That Daniel Ortiz-Hernandez, City Manager be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

SECTION 3: That it hereby authorizes the submittal of the following project nomination and allocation request to the Department in FY 2020-2021 LCTOP funds:

Project Name: Zero-Emission Bus Purchase Project

Amount of LCTOP Funds Requested: \$29,980.00

Short Description of Project: Purchase one new zero-emission transit bus with LCTOP funds rolled over from FY2020-21 through FY 2023-24.

Benefit to a Priority Population: The zero-emission bus will be physically located in and benefit a disadvantaged and low-income community (per SB 535 and AB 1550). It will reduce criteria air pollutant emissions in Wasco which is ranked at

the 91st percentile for ozone pollution and the 100th percentile for PM_{2.5} pollution (per CalEnviroScreen 3.0).
Amount to benefit Priority Populations: \$29,980.00
Contributing Sponsors: Kern Council of Governments

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2021 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on April 6, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

ALEXANDRO GARCIA,
MAYOR of the City o Wasco

Attest: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

Low Carbon Transit Operations Draft Program Attachment

"A"

Program of Projects		Kern County		FY 2021/2022	
Agency	Project Description	99313	99314	Total apportionment	Project Amount
Arvin		\$22,328	\$447	\$22,775	\$0
California City		\$14,586	\$185	\$14,771	\$0
Delano		\$54,624	\$2,008	\$56,632	\$0
GET		\$520,500	\$42,262	\$562,762	\$0
Kern Transit		\$213,964	\$8,584	\$222,548	\$0
McFarland		\$14,820	\$87	\$14,907	\$0
Ridgecrest		\$30,231	\$1,144	\$31,375	\$0
Shafter		\$21,055	\$414	\$21,469	\$0
Taft		\$8,941	\$2,588	\$11,529	\$0
Tehachapi		\$13,141	\$203	\$13,344	\$0
Wasco		\$29,751	\$229	\$29,980	\$0
Regional Totals		\$943,941	\$58,151	\$1,002,092	\$0

Regional Surplus			Regional Surplus Amt.
			\$0



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager

DATE: April 6, 2021

SUBJECT: Adopt a Resolution Authorizing the City Manager or City Manager's designee to enter into an Administrative Services Agreement with International City Management Association Retirement Corporation (ICMA-RC) for Participation in their 401(a) Money Purchase Plan.

Recommendation:

Staff recommends to adopt a Resolution authorizing the City Manager or City Manager's designee enter into an Administrative Services Agreement with International City Management Association Retirement Corporation (ICMA-RC) for Participation in their 401(a) Money Purchase Plan.

Discussion:

The International City Management Association Retirement Corporation (ICMA-RC) is a non-profit independent financial services corporation focused on providing retirement plans and related services for close to a million public sector participant accounts and approximately 9,000 retirement plans. The 401(a) Money Purchase Plan is one of those many plan options available with the ICMA-RC. The City of Wasco currently contracts with the ICMA for a 457 Plan. The 401(a) Money Purchase Plan allows pre-tax contributions similar to that of the 457 plan. The current annual limit for the 401(a) Plan for calendar year 2021 is \$58,000 for both employer and employee contributions. The addition of the 401(a) plan will allow staff members to further diversify their retirement portfolios.

Fiscal Impact:

Fiscal impact is equivalent to the amount to be paid for plan administration services under this Agreement shall be 0.55% per annum of the amount of Plan assets invested in VantageTrust. an annual Employer fee of \$1000. The annual Employer Fee will be billed in equal amounts on a quarterly basis and is payable within 30 days after the quarterly billing cycle.

Attachments:

1. Resolution
2. Administrative Services Agreement Between ICMA Retirement Corporation and City of Wasco
3. Get to Know Your 401A Plan

RESOLUTION NO. 2021 - _____

A RESOLUTION TO AUTHORIZING THE CITY MANAGER OR CITY MANAGER'S DESIGNEE TO ENTER INTO AN ADMINISTRATIVE SERVICES AGREEMENT WITH INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION (ICMA-RC) FOR PARTICIPATION IN THEIR 401(A) MONEY PURCHASE PLAN.

WHEREAS, the City Council Approval of a Resolution to Authorizing the City Manager or City Manager's designee to enter into an administrative services agreement with International City Management Association Retirement Corporation (ICMA-RC) for participation in their 401(a) money purchase plan; and

WHEREAS, ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

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

SECTION 1: The City Council hereby approves the proposed administrative services agreement for participation in the 401(a) money purchase plan between International City Management Association Retirement Corporation (ICMA-RC) and the City of Wasco

SECTION 2: Authorizes the City Manager or City Manager's designee to endorse the agreement.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2021-_____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on April 6, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

ALEXANDRO GARCIA
MAYOR of the City of Wasco

Attest:

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

City of Wasco

Type: **401**

Account #: **100213**

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (“Agreement”), made as of this day, (please enter date) _____, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation (“ICMA-RC”), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **City of Wasco** (“Employer”), an **Entity** organized and existing under the laws of the State of **California** with an office at **764 E Street, Wasco, California 93280**.

RECITALS

Employer acts as public plan sponsor of a retirement plan (“Plan”), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

ICMA-RC, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

ICMA-RC has designed, and VantageTrust offers, a series of separate funds (the “Funds”) for the investment of plan assets as referenced in VantageTrust’s principal disclosure documents, the VantageTrust Disclosure Memorandum and the Funds’ Fact Sheets (together, “VT Disclosures”); and

ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of ICMA-RC

Employer hereby appoints ICMA-RC as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by ICMA-RC shall be those set forth in Exhibit A to this Agreement.

2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the VT Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

Employer is required to send in contributions through EZLink, the online plan administration tool provided by ICMA-RC. Alternative electronic methods may be allowed but must be approved by ICMA-RC for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to ICMA-RC through electronic data feeds from external sources (such as Morningstar) or third-party fund providers, the Employer is responsible for providing to ICMA-RC timely fund investment updates for disclosure to Plan participants. Such updates may be provided to ICMA-RC through the Employer's investment consultant or other designated representative.

4. ICMA-RC Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of ICMA-RC, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for ICMA-RC, or its wholly owned subsidiary, to serve in that capacity.
- (b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c) ICMA-RC shall maintain and administer the Plan in accordance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue Code and other applicable federal law; provided, however, ICMA-RC shall not be responsible for the qualified status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of ICMA-RC's model plan document, ICMA-RC shall not be responsible for the qualified status of the Plan to the extent affected by the differing terms in the Employer's plan document. ICMA-RC shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements regarding plan administration unless Employer notifies ICMA-RC of any such local or state requirements.

5. Employer Representations and Warranties

Employer represents and warrants to ICMA-RC that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that ICMA-RC's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the

Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render investment advice, is neither the “Plan Administrator” nor “Plan Sponsor” as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. ICMA-RC does not perform any service under this Agreement that might cause ICMA-RC to be treated as a “fiduciary” of the Plan under applicable law, except, and only, to the extent that ICMA-RC provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.

- (c) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan’s investment options. Employer shall have exclusive responsibility for the Plan’s investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VT Retirement IncomeAdvantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the VT Disclosures and that it has read the information therein concerning the VT Retirement IncomeAdvantage Fund.
- (d) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (e) Employer approves the use of its Plan in ICMA-RC external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

6. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies ICMA-RC otherwise, Employer consents to the disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

7. Compensation and Payment

- (a) **Plan Administration Fee.** The amount to be paid for plan administration services under this Agreement shall be **0.55%** per annum of the amount of Plan assets invested in VantageTrust. Such fee shall be computed based on average daily net Plan assets in VantageTrust.
- (b) **Compensation for Management Services to VantageTrust, Compensation for Advisory and other Services to the VT III Vantagepoint Funds and Payments from Third-Party Mutual Funds.** Employer acknowledges that, in addition to amounts payable under this Agreement, ICMA-RC, or its wholly owned subsidiary, receives fees from VantageTrust for investment advisory services and plan and participant services furnished to VantageTrust. Employer further acknowledges that ICMA-RC, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the VT III Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a VantageTrust Fund that invests substantially all of its assets in a third-party mutual fund not affiliated with ICMA-RC, ICMA-RC or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the VT Disclosures and ICMA-RC's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, ICMA-RC receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.
- (c) **Employer Fee.** There shall be an annual Employer fee of **\$1000**. The annual Employer Fee will be billed in equal amounts on a quarterly basis and is payable within 30 days after the quarterly billing cycle. The Employer Fee will be charged as long as there are Plan assets, regardless of the status of the participant(s). The Employer acknowledges that, in the event the Employer fails to pay the Employer fee when due, such fee shall be paid directly from assets held on behalf of the Plans(s) under VantageTrust, i.e., deducting the fees from the Plan participant accounts. Plans that are initially established mid-year will be billed on a pro-rata basis.
- (d) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are

specified in the prospectus for the individual mutual fund and referenced in the VT Disclosures.

- (e) **Payment Procedures.** All payments to ICMA-RC pursuant to Section 7(a) shall be paid out of the Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. All payments to ICMA-RC pursuant to Section 7(c) shall be paid directly by Employer and shall not be deducted from Plan Assets. The amount of Plan assets administered by ICMA-RC shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 7 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 7 are contingent upon the Employer's use of ICMA-RC's EZLink system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement.

8. Contribution Remittance

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by ICMA-RC and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred to ICMA-RC, ICMA-RC may return it to Employer with proper instructions.

9. Indemnification

ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than ICMA-RC in connection with the administration or operation of the Plan. Employer shall indemnify ICMA-RC against, and hold ICMA-RC harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ICMA-RC's negligence, bad faith, or willful misconduct.

10. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). This Agreement may be terminated without penalty by either party on sixty days advance notice in writing to the other; provided however, that the Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the Vantagepoint PLUS Fund, offered by

VantageTrust, as an investment option in its investment line-up), ICMA-RC retains full discretion to release Plan assets invested in the Vantagepoint PLUS Fund in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of a replacement for ICMA-RC as administrator of the Plan (or a replacement investment option for the Vantagepoint PLUS Fund).

11. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) ICMA-RC may modify this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies ICMA-RC in writing that it objects to such modification.
- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

12. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

ICMA-RC: Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile; (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

13. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly

sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

14. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

15. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **California**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

Plan number 100213

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF WASCO

By _____
Signature/Date

By Nancy Vera
Name and Title (Please Print)

**INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION**

By 
Erica McFarquhar
Assistant Secretary

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Via DocuSign
- (b) Electronically to PlanAdoptionServices@icmarc.org, or
- (c) In paper form to ICMA-RC
ATTN: PLAN ADOPTION SERVICES
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

Exhibit A

Administrative Services

The administrative services to be performed by ICMA-RC under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through EZLink.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom ICMA-RC receives appropriate enrollment instructions. ICMA-RC is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to ICMA-RC through Account Access or EZLink), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through EZLink. Participants will have access to account information through Participant Services, Voice Response System, Account Access, and TextAccess, and through quarterly statements that can be delivered electronically through Account Access or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or ICMA-RC are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to ICMA-RC's web site, to allow participants to access certain account information and initiate certain plan transactions at any time. Account access is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://accountaccess.icmarc.org>.
- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.

- (k) Making available access to ICMA-RC's plan sponsor EZLink web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. EZLink is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://ezlink.icmarc.org>.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through Account Access or via form.
- (m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through Account Access.
- (o) Guided Pathways Advisory Services – ICMA-RC's participant advice service, "Fund Advice", and asset allocation service, "Asset Class Guidance" may be made available through a third-party vendor on the terms specified on ICMA-RC's website.
- (p) ICMA-RC will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).

Certificate Of Completion

Envelope Id: 261A5877B6E54B97AA0B08118F2556FA

Status: Delivered

Subject: Please DocuSign: ICMA-RC New 401 City of Wasco 100213 SSC 1026

Source Envelope:

Document Pages: 12

Signatures: 0

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

ICMA-RC Client Contracts Administration

777 North Capitol St. NE

washington DC, WA 20002

clientcontracts_icma-rc@icmarc.org

IP Address: 199.91.140.12

Record Tracking

Status: Original

1/29/2021 12:04:51 PM

Holder: ICMA-RC Client Contracts Administration

clientcontracts_icma-rc@icmarc.org

Location: DocuSign

Signer Events

Signature

Timestamp

Nancy Vera

navera@cityofwasco.org

Security Level: Email, Account Authentication
(None)

Sent: 1/29/2021 12:08:40 PM

Viewed: 1/29/2021 1:15:08 PM

Electronic Record and Signature Disclosure:

Accepted: 1/29/2021 1:15:08 PM

ID: f41d113b-cac6-4e25-8338-a5580d444101

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

ASA Administration

ASA_Administration@icmarc.org

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 1/29/2021 12:08:40 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Isaiah Carter

ICarter@icmarc.org

ICMA-RC

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 1/29/2021 12:08:40 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Plan Adoption Services

PlanAdoptionServices@icmarc.org

ICMA-RC - Client Services

Security Level: Email, Account Authentication
(None)

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Sent: 1/29/2021 12:08:40 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/29/2021 12:08:40 PM
Certified Delivered	Security Checked	1/29/2021 1:15:08 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, ICMA-RC- Client Contracts (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact ICMA-RC- Client Contracts:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: clientcontracts_icma-rc@icmarc.org

To advise ICMA-RC- Client Contracts of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at clientcontracts_icma-rc@icmarc.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from ICMA-RC- Client Contracts

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to clientcontracts_icma-rc@icmarc.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with ICMA-RC- Client Contracts

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to clientcontracts_icma-rc@icmarc.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

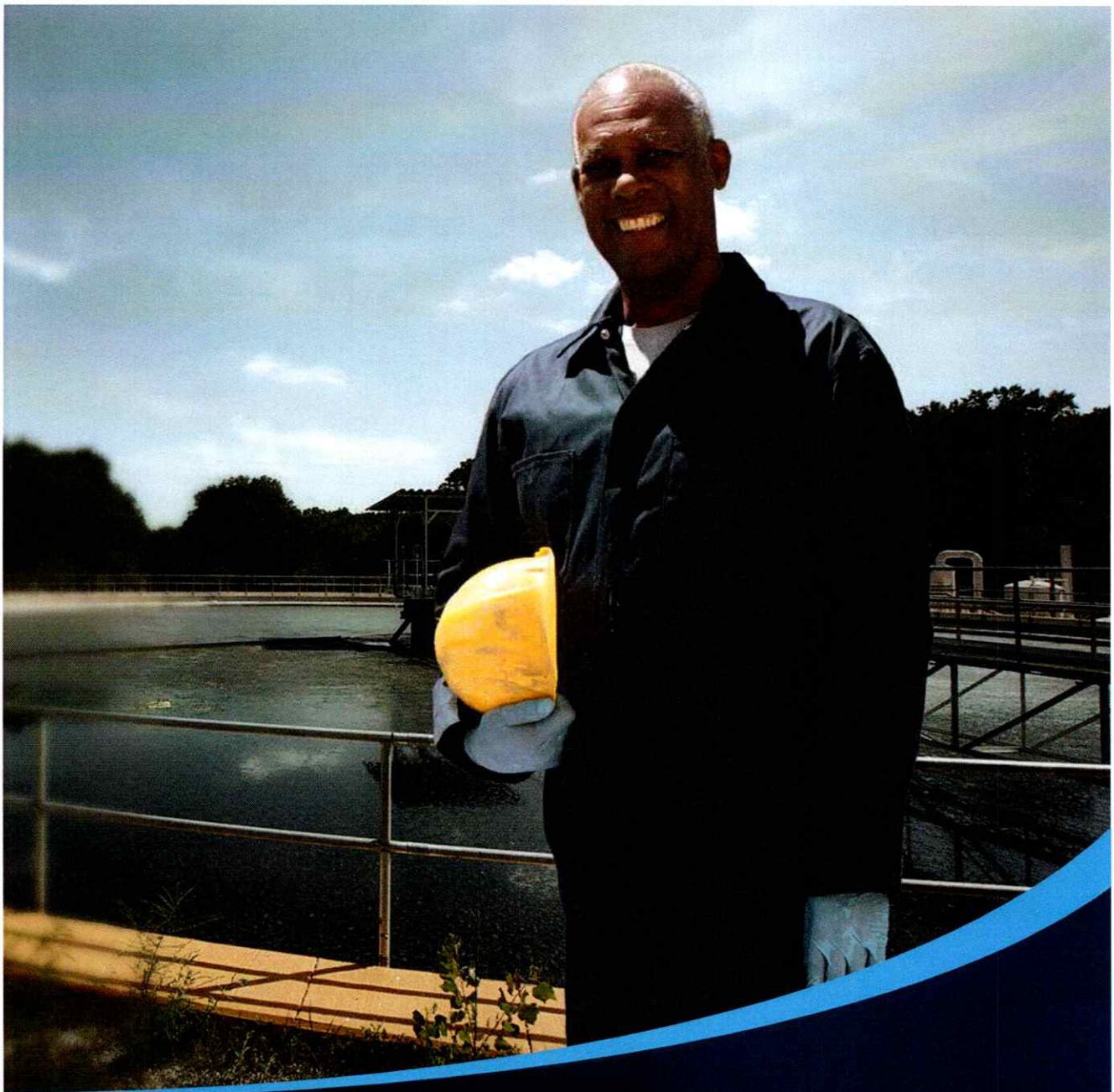
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

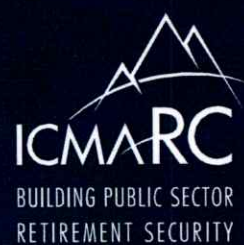
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify ICMA-RC- Client Contracts as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by ICMA-RC- Client Contracts during the course of your relationship with ICMA-RC- Client Contracts.



GET TO KNOW YOUR 401(A) MONEY PURCHASE PLAN



A **MONEY PURCHASE PLAN** may be your primary source of retirement income or play a key supporting role. The more you know about how it works, the better you can plan for your retirement.

A Retirement Plan You Control

An account in your employer's 401(a) Money Purchase Plan will help you accumulate retirement savings.

- ▶ Your account is funded by contributions made by you and/or your employer.
- ▶ The value of your account fluctuates based on the performance of the investments you select.
- ▶ You don't pay any taxes on the money in your account until you withdraw it.
- ▶ You have flexible withdrawal options upon separation from service.
- ▶ In the event of your death, your designated beneficiaries will receive the money in your account.

Contributions

You and your employer contribute to your account each year based on a set formula, which is generally determined by your employer. See retirement savings contribution limits at www.icmarc.org/contributionlimits.

Vesting

Your ownership in employer contributions to the plan (if applicable) is determined by the plan's vesting schedule.

- ▶ You are always vested (fully own) 100 percent for all contributions you make, as well as any associated earnings.
- ▶ Your ownership of employer contributions is typically based on a vesting schedule in which you have to work a certain number of years before being vested 100 percent.

Manage Your Investments

- ▶ You control how the money in your account is invested. Review the available investments and consider using the online resources ICMA-RC makes available to help you decide how to invest contributions to your account. On an ongoing basis, you manage the investments in your account and can make changes at any time.

A wide range of investment options is available to help you build a diversified portfolio. And ICMA-RC can help you make your investment decisions through **Guided Pathways®** at www.icmarc.org/guidedpathways.

Access to Your Money

When you leave your employer, you can withdraw vested assets, regardless of the reason and your years of service.

Under certain conditions, based on your employer's plan rules, withdrawals may also be allowed while you're still working.

You have the following flexible withdrawal options for vested assets:

- ▶ Your entire balance
- ▶ Periodic, partial withdrawals as you see fit
- ▶ Installment payments of a certain dollar amount and frequency, such as monthly or quarterly; scheduled withdrawals can be changed at any time.
- ▶ Lifetime income payments

After you reach age 70½ or separate from service, whichever is later, you will be required to withdraw at least a minimum amount from your account each year, per IRS rules.

If plan rules allow, you may also borrow against your vested assets through a loan, subject to IRS rules.

Note: Unlike with 457 plans, withdrawals prior to age 59½ are subject to the IRS 10 percent penalty tax unless an exception, such as separation from service in the year you turn age 55 or later (or age 50 or later for qualifying public safety employees), applies.

Rollovers

After leaving your employer, vested assets can also be transferred — or rolled over — to another eligible retirement plan without being taxed.

Designate Beneficiaries

Make sure to designate a beneficiary or multiple beneficiaries for your account to ensure that assets are distributed according to your wishes in the event of your death.

- ▶ Married participants are generally required to name their spouse as the beneficiary for their account. Your spouse may waive their rights and allow you to name someone else as beneficiary.
- ▶ Failure to designate beneficiaries for your account may result in the money going to your estate, where probate costs, creditor claims and delays may negatively impact your intended beneficiaries.

SERVING THE PUBLIC SECTOR SINCE 1972

Founded in 1972, ICMA-RC is a non-profit independent financial services corporation focused on providing retirement plans and related services for close to a million public sector participant accounts and approximately 9,000 retirement plans. ICMA-RC's mission is to help build retirement security for local and state government employees. The organization's mission is delivered through our RealizeRetirement® approach in which ICMA-RC representatives actively **engage** participants in their retirement programs, help them **build** their asset base toward a stated objective, and help them **realize** their retirement goals through a comprehensive retirement planning strategy. All of ICMA-RC's retirement programs, administrative services, and educational tools have been developed specifically for public sector retirement plan administrators and participants. For more information, visit www.icmarc.org.

- ▶ To learn more about your 401 plan, visit www.icmarc.org/401 or contact your ICMA-RC representative.
- ▶ To manage your account online, log in to your account at www.icmarc.org/login.
- ▶ For more tips and tools to help you realize your retirement, visit www.icmarc.org/education.



ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG
BRC000-000-31468-0217-0000-51



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Biridiana Bishop, Public Works Director

DATE: April 6, 2021

SUBJECT: Adopt a Resolution Authorizing the City Manager to Endorse and Enter into an On-Call Services Agreement for Professional Engineering Services Related to Wastewater with John Kular Consulting.

Recommendation:

Staff recommends the City Council adopt a Resolution authorizing the City Manager to endorse and enter into an on-call services agreement for wastewater engineering services with John Kular Consulting.

Discussion:

Staff would like to enter into an on-call services agreement with John Kular to assist with wastewater-related matters requiring professional engineering services. This agreement will provide professional engineering support to staff as needed. John Kular will assist the City with wastewater related matters such as, but not limited to:

- Development of a sewer system model to identify whether or not the City can service new development as it comes in.
- Understanding and navigating new state mandates and regulations such as PFAS and Salts.
- Industrial Discharge permit review and compliance monitoring.
- Plant capacity flows and loads analysis to ensure adequate capacity for existing and future demand.

The agreement was drafted by the City Attorney. It is a month-to-month agreement and can be terminated by either party with a 10-day notice. Entering into this agreement will allow staff to utilize professional engineering services as needed via the current task order method used for other professional services agreements. Engineering services will be paid on a time and material basis based on the firm's rate schedule. The engineer's rate schedule shall remain unchanged for a period of two years, with the exception of any positions requiring prevailing wage rates.

Fiscal Impact:

Engineering services will be paid on a time and material basis.

Attachments:

1. Resolution
2. Agreement

RESOLUTION NO. 2021 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE AGREEMENT FOR ENGINEERING SERVICES WITH JOHN KULAR CONSULTING

WHEREAS, the City wishes to contract with John Kular Consulting to provide engineering services for tasks relating to the City's wastewater treatment plant and collection system; and

WHEREAS, the services provided are described in the Agreement found in Exhibit "A"; and

WHEREAS, said Agreement has been made in the form and manner prescribed by the City of Wasco Municipal Code and the California Public Contract Code; and,

WHEREAS, John Kular Consulting and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

WHEREAS, the Agreement shall be governed by and construed in accordance with the laws of the State of California; and,

WHEREAS, John Kular Consulting shall perform services on a "time and materials" basis;

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

SECTION 1: Approves the agreement with John Kular Consulting.

SECTION 2: Authorizes the City Manager to endorse the agreement.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2021 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on April 6, 2021 by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

ALEXANDRO GARCIA,
MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

ENGINEERING SERVICES AGREEMENT No. 2021-

THIS AGREEMENT (the "Agreement") made this 6th_day of April 2021, by and between the CITY OF WASCO, a municipal corporation (the "City"), and JOHN KULAR, P.E. dba JOHN KULAR CONSULTING (the "Engineer").

WITNESSETH:

WHEREAS, City wishes to hire Engineer to be available for engineering services relating to waste water matters affecting the City as assigned to Engineer as hereinafter described pursuant to the terms and conditions of this Agreement and Engineer is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. During the term of this Agreement, Engineer shall serve at the pleasure of the City Manager or his designee. Engineer shall perform those services related to waste water matters as determined by and as requested by the City Manager or his designee by written communication or email directed to Engineer and within the time frames and the terms and conditions described therein. In that regard, whenever a service is requested, Engineer shall submit a scope of work and cost proposal for same and City and Engineer shall negotiate, where necessary, over the terms of same. Notwithstanding any other provision to this Agreement, City may contract with any other engineers to perform any services otherwise described herein and shall have no obligation or responsibility to utilize Engineer for any such services.

3. Engineer shall receive payment for all services performed by Engineer hereunder based on "Time and Materials." As used in this Agreement, "Time and Materials" shall mean the number of hours devoted by Engineer and its staff to such services charged at the rate set forth in the Engineer's Rate Schedule attached hereto as Exhibit "A" and by this reference made a part hereof. The Engineer's Rate Schedule shall remain unchanged for two (2) years from the date of this Agreement subject to changes in prevailing wage as they apply to employees who receive prevailing wage.

4. Engineer shall bill City no more often than monthly by invoice (the "Invoice") for the services provided. Each Invoice shall include a description of the work done by each employee or contractor and the amount of time spent by each and such additional information as may be required by the City Manager or his designee. City

Manager or his designee shall have the right of reasonable review of each Invoice and, at the conclusion of the review, City Manager shall place the matter on the agenda for the next available City Council meeting for consideration by the City Council. Upon approval of the Invoice by the city council, same shall be paid in the regular cycle of payments made by City for other bills and claims.

5. Engineer shall not provide engineering services within the City to any entity or individual other than City without the prior written consent of the City which consent may be given or denied in City's sole and absolute discretion.

6. Information, data, plans and specifications, engineer's estimates, and all other project documents drafted or created by Engineer or on behalf of Engineer for City shall belong to City and Engineer hereby assigns all of its copyright interests therein to City, irrevocably and forever and agrees that City shall be the owner of all such copyrights. All of the foregoing documents hereafter prepared by Engineer for City or on behalf of Engineer for City shall be retained and maintained for City by Engineer in its offices at no additional cost to City. Engineer shall release all such files and documents as instructed by City from time to time, and all such files and documents shall belong to City. Engineer shall not be liable for use of any such files or documents for purposes other than their original intended purpose.

7. (a) Engineer hereby agrees to indemnify, defend, and hold harmless City, its agents, officers, Councilmembers, employees, and representatives from any and all claims, liabilities, expenses, and damages, including, without limitation, attorneys' fees, for injury to or death of any person, and for damage to any property, arising out of or in any way related to any negligent or intentional act, error, or omission by or on behalf of Engineer in performance of services under this contract.

(b) In the event Engineer is a "design professional" as defined in Civil Code Section 2782.8, Engineer shall indemnify, defend and hold harmless City, its officers, agents and employees against any and all liability, claims, actions, causes of actions or demands, against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, that only arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Engineer and only for the Engineer's proportionate percentage of fault.

8. The term of this Agreement shall be from month to month commencing as of the date of this Agreement and shall be deemed automatically renewed at the commencement of each month. Either party may terminate this Agreement at any time upon ten (10) days prior written notice to the other party. In the event of termination, Engineer shall be entitled to payment under the terms of this Agreement for the work completed by Engineer to the reasonable satisfaction of the City Manager, provided, however, if this Agreement is terminated due to a default by the Engineer, no payment shall be due to the Engineer for the Services to which the default applied.

9. All notices required to be given under this Agreement or by law shall

be in writing and shall be deemed served if personally delivered or when sent by confirmed facsimile or electronic mail ("Email") or by United States mail, certified, return receipt requested, with date of signing the return receipt (or refusal to sign) as the date of service or by United States mail, postage prepaid with notice deemed served on the third business day thereafter. All such notices shall be served as follows: if to City - City Manager, 746 8th Street, Wasco California 9328, Fax – (661) 758-7239, Email - daortiz@cityofwasco.org or if to Engineer – John Kular, 890 Lindamere Ct., Simi Valley, California 93065, Fax – (661) 302-1292, Email – johnkularpe@gmail.com. Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

10. Time is of the essence with regard to each covenant, condition and provision of this Agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. This Agreement and the projects arising hereunder constitute the entire agreement between the parties with regard to the subject matter herein and supersede all prior oral and written agreements and understandings between the parties with respect thereto.

13. This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties.

14. In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and actual costs.

15. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

16. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns. Notwithstanding the foregoing, Engineer shall not, under any conditions, assign this Agreement or any part thereof to any other entity or individual.

17. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

18. City and Engineer acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to

the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

19. Without limiting Engineer's obligations under Paragraph 7 of this Agreement, Engineer shall obtain and maintain during the life of this Agreement:

(a) Comprehensive general liability insurance coverage in an amount not less than \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles;

(b) Professional/negligent acts, errors and omissions insurance satisfactory to City in an amount not less than \$1 million per claim; and Engineer shall provide City with appropriate certificates of insurance and endorsements for the comprehensive general liability insurance coverage in which City, its officers, Councilpersons, employees, and agents shall be named as additional insureds and specifically designating all such insurance as "primary," and providing further that same shall not be terminated nor coverage reduced without ten days prior written notice to City.

20. Engineer is an independent contractor under this Agreement and is not an agent or employee of City.

21. This Agreement or any amendment to same may be executed in counterparts. A facsimile or electronic copy of this Agreement shall be as effective as the original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

DANIEL ORTIZ-HERNANDEZ, City Manager,
City of Wasco, California, "City"

JOHN KULAR, P.E., dba JOHN KULAR
CONSULTING, "Engineer"

EXHIBIT “A”
[Engineer Rate Schedule]

Appendix 1

2021

RATE SHEET FOR JOHN KULAR CONSULTING

DESIGNATION	HOURLY RATE
Principal Engineer	\$195.00
Sr. Design Engineer	\$170.00
Project Engineer	\$140.00
Assistant Engineer (EIT)	\$105.00
Sr. CAD Technician	\$105.00
CAD Technician	\$75.00
Project Assistant	\$75.00

Expenses

All subconsultants and expenses are billed at cost plus 15%. Expenses which are billed include, but are not limited to, postage, courier, plots and reproduction. Mileage is charged at \$0.56/mile.



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Biridiana Bishop, Public Works Director

DATE: April 6, 2021

SUBJECT: Accept Bids and adopt Resolution for the City Manager to Sign and Execute Award of Agreement with David Knott Inc. in the amount of \$41,288.00 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$5,000 for the Demolition Project located at 764 H Street.

Recommendation:

Staff recommends adopting a resolution for the award of a construction contract to David Knott Inc. in the amount of \$41,288.00.

Discussion:

The purpose of this project is to demolish the old Labor Camp Preschool located at 764 H Street. The demolition of this structure allows the City to move forward with future plans to relocate the Animal Control Facilities to 750 H Street. Demolition of this building will allow for future installation of outdoor kennels and a block wall. This is the first phase in the plan moving towards the new Animal Shelter. Following this phase will be the installation of a block wall around the perimeter of the area while also securing the location prior to starting the renovations of the building. Staff prefers not to discuss security measures that will be taken as a security measure to minimize breach of security.

The City had an Asbestos Survey performed on the building in anticipation of the Demolition. The Asbestos Survey (which can be found in the attached RFP) determined that the roofing mastic and acoustic spray need to be removed by a licensed asbestos abatement contractor prior to demolition of this structure due to the presence of asbestos. David Knott Inc. has an abatement subcontractor that will be performing the abatement work for them prior to demolition.

City staff put a preliminary engineer's estimate together in May 2020 for the remodel of 750 H Street to be converted to an Animal Shelter. Staff estimated the total cost to retrofit would be approximately \$710,950. Since May 2020, the

building has experienced severe vandalism and damage to electrical and plumbing components. Because of this, staff and the City's consulting engineer performed a site assessment to revise the existing estimate. The revised estimate attached to this staff report, estimates the new remodel cost to be \$940,700. The new estimate is \$229,750 more than the previous estimate and \$140,700 more than the original amount budgeted for this project. At the March 16th City Council meeting, Councilmembers expressed an interest in moving forward with the animal shelter project.

For perspective, staff obtained costs to build new shelters in neighboring cities and identified the following:

- The City of Delano paid approximately \$2,200,000 for a new shelter.
- The City of McFarland will have paid approximately \$1,000,000 for their new shelter that is nearing completion.
- The City of Shafter paid approximately \$700,000 for a new shelter in 2008



The project to demolish 764 H Street was advertised for bids on January 17, 2021. On February 17, 2021, the City of Wasco received five bids from the following contractors:

FIRM	BID TOTAL
David Knott Inc.	\$ 41,288.00
Bowen Engineering & Env.	\$ 46,000.00
Blake Arnold Construction	\$ 52,100.00
MP Environmental	\$ 65,495.48
Resource Environmental	\$ 66,700.00

After reviewing all 5 bid submittals, Staff has determined that David Knott, Inc. is the low-cost most qualified bidder on the Project, and as such Staff recommends awarding the Project to David Knott, Inc.

Fiscal Impact:

The City budgeted \$800,000.00 in the 2020 - 21 budget for the new Animal Shelter. After this demolition, there will be \$758,712.00 remaining for the new Animal Shelter Facilities Project this fiscal year. Staff will need to increase the budgeted amount in the 2021-22 fiscal year budget.

Attachments:

1. Revised Engineer's Estimate
2. RFP
3. Bid Results
4. Resolution
5. Agreement

**City of Wasco
Engineer's Estimate
Animal Shelter - Labor Camp Conversion**

ITEM NO.	ITEM CODE	UNIT OF MEASURE	ESTIMATED QUANTITY	PRICE PER UNIT	TOTAL PRICE
1	Misc. Demolition & Cleanup	LS	1	\$30,000.00	\$ 30,000.00
2	Remove Existing Asphalt	SF	3,400	\$ 5.00	\$ 17,000.00
3	Asphalt Paving - .33'	TONS	85	\$ 150.00	\$ 12,750.00
4	Exterior ADA Improvements	L.S.	1	\$15,000.00	\$ 15,000.00
5	Window Replacement	EA.	10	\$ 750.00	\$ 7,500.00
6	Exterior Door Replacement (Including Roll Ups)	LS	1	\$15,000.00	\$ 15,000.00
7	Sewer Relocate & Tie In with Kennel Trough	LS	1	\$40,000.00	\$ 40,000.00
8	Block Wall (8' W/Barbed Wire)	LF	215	\$ 500.00	\$ 107,500.00
9	Electric Gate	LS	1	\$11,000.00	\$ 11,000.00
10	Security System	LS	1	\$20,000.00	\$ 20,000.00
11	Emergency Generator	LS	1	\$85,000.00	\$ 85,000.00
12	Roof Replacement	LS	1	\$50,000.00	\$ 50,000.00
13	Misc. Electrical & Communications	LS	1	\$15,000.00	\$ 15,000.00
14	Misc Plumbing & Fixtures	LS	1	\$12,500.00	\$ 12,500.00
15	Kennels	EA.	40	\$ 550.00	\$ 22,000.00
16	Misc Drywall Repairs	LS	1	\$ 7,500.00	\$ 7,500.00
17	Misc Painting	LS	1	\$12,000.00	\$ 12,000.00
18	Misc Flooring	SF	2,000	\$ 10.00	\$ 20,000.00
19	Misc Abatement	LS	1	\$15,000.00	\$ 15,000.00
20	Misc. Finish Appurtenances	LS	1	\$ 1,000.00	\$ 1,000.00
21	Dog Runs	LS	1	\$70,000.00	\$ 70,000.00
22	HVAC	LS	1	\$40,000.00	\$ 40,000.00

SUBTOTAL: \$ 625,750.00
 Contingency: **\$ 125,150.00**
Construction Total: \$ 750,900.00
 Construction Engineering: \$ 19,100.00
 Preliminary Engineering: \$ 30,000.00

TOTAL: \$ 800,000.00

City of Wasco
Engineer's Estimate
Animal Shelter - Labor Camp Conversion

ITEM NO.	ITEM CODE	UNIT OF MEASURE	ESTIMATED QUANTITY	PRICE PER UNIT	TOTAL PRICE
1	Misc. Demolition & Cleanup	LS	1	\$ 50,000.00	\$ 50,000.00
2	Remove Existing Asphalt	SF	3,400	\$ 5.00	\$ 17,000.00
3	Asphalt Paving - .33'	TONS	85	\$ 200.00	\$ 17,000.00
4	Exterior ADA Improvements	L.S.	1	\$ 15,000.00	\$ 15,000.00
5	Comercial Window Replacement	EA.	10	\$ 1,500.00	\$ 15,000.00
6	Exterior Door Replacement (Including Roll Ups)	LS	1	\$ 15,000.00	\$ 15,000.00
7	Sewer Relocate & Tie In with Kennel Trough	LS	1	\$ 40,000.00	\$ 40,000.00
8	Block Wall (8' W/Barbed Wire)	LF	215	\$ 500.00	\$ 107,500.00
9	Electric Gate	LS	1	\$ 15,000.00	\$ 15,000.00
10	Security System	LS	1	\$ 20,000.00	\$ 20,000.00
11	Emergency Generator	LS	1	\$100,000.00	\$ 100,000.00
12	Roof Replacement	LS	1	\$ 50,000.00	\$ 50,000.00
13	Misc. Electrical & Communications	LS	1	\$ 25,000.00	\$ 25,000.00
14	Misc Plumbing & Fixtures	LS	1	\$ 15,000.00	\$ 15,000.00
15	Kennels	EA.	40	\$ 550.00	\$ 22,000.00
16	Misc Drywall Repairs	LS	1	\$ 7,500.00	\$ 7,500.00
17	Misc Painting	LS	1	\$ 15,000.00	\$ 15,000.00
18	Misc Flooring	SF	2,000	\$ 15.00	\$ 30,000.00
19	Misc Abatement	LS	1	\$ 15,000.00	\$ 15,000.00
20	Misc. Finish Appurtenances	LS	1	\$ 2,000.00	\$ 2,000.00
21	Dog Runs	LS	1	\$ 70,000.00	\$ 70,000.00
22	HVAC	LS	1	\$ 45,000.00	\$ 45,000.00
23	Furniture	LS	1	\$ 35,000.00	\$ 35,000.00

SUBTOTAL: \$ 743,000.00

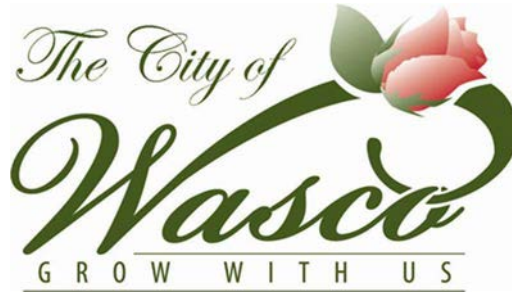
Contingency: **\$ 148,600.00**

Construction Total: \$ 891,600.00

Recommend to use 10% of estimated =====> Construction Engineering: \$ 19,100.00

Recommend to use 10% of estimated =====> Preliminary Engineering: \$ 30,000.00

TOTAL: \$ 940,700.00



CITY OF WASCO

REQUEST FOR PROPOSALS

FOR

764 H STREET DEMOLITION

ALL PROPOSALS MUST BE SEALED, RECEIVED AND DATE/TIME STAMPED BY THE CITY CLERK'S OFFICE ON OR BEFORE THE PROPOSAL DUE DATE. ANY PROPOSALS RECEIVED UNSEALED OR AFTER THE DUE DATE/TIME STATED WILL BE RETURNED TO THE PROPOSERS UNOPENED.

Job Walk (**MANDATORY**): 9 AM, January 27, 2021 meet at 764 H Street Wasco,

CA SEALED PROPOSALS DUE: 2:00 p.m., February 17, 2021

PLACE: City Clerk's Office, City of Wasco – 746 8th Street, Wasco, California.

PROPOSAL INQUIRIES: Kameron Arnold

Phone: (661) 758-7204

Email: Kaarnold@cityofwasco.org



CITY OF WASCO

NOTICE INVITING PROPOSALS

PUBLIC WORKS DEPARTMENT

801 8th Street
Wasco, California 93280

INVITATION FOR PROPOSALS:

The City of Wasco is seeking the services of a qualified, experienced Contractor to provide abatement and the demolition of structures located at 764 H Street in Wasco, CA. All structures on this property as shown in the attached map will need to be abated, demolished and the site cleared. The demolition and abatement will need to comply with the SJVAPCD requirements in accordance with the EPA regulations. See also attached testing report for reference of abatement requirements.

Parties interested in this project are asked to submit the SEALED proposal labeled "764 H ST DEMOLITION" no later than 2:00 PM on February 17, 2020 to:

City of Wasco
746 8th Street
Wasco, California 93280

The City of Wasco reserves the right to reject any or all proposals, to waive any technicalities, informalities, and irregularities, to accept or reject all or any part of the proposal, and to be the sole judge of the suitability of the proposal offered. Questions regarding this Notice Inviting Proposals should be directed to Kameron Arnold. If any person or firm contemplating the submittal of a proposal in response to this Request for Proposals is in doubt as to the true meaning of any part of this Request for Proposals, he/she may submit to Kameron Arnold a written request for an interpretation or correction thereof. Any interpretation or correction of any



part of this Request for Proposals will be made only by addendum. Copies of such addenda will be mailed or delivered to those persons who have received this Request for Proposals.

The selected Contractor will be notified once all proposals are evaluated. If the City elects to move forward with the RFP process, proposals may be presented to the City Council for their approval. The City reserves the right to reject any and all proposals and any item or items therein, and to waive any non-conformity of proposals with this Notice Inviting Proposals, whether of a technical or substantive nature, as the interest of the City may require.

I. PROJECT DESCRIPTION

This project scope is to provide abatement and the demolition of structures located at 764 H Street in Wasco, CA. All structures on this property as shown in the attached map will need to be abated, demolished and the site cleared. The demolition and abatement will need to comply with the SJVAPCD requirements in accordance with the EPA regulations. All permitting and disposal are the responsibility of the Contractor. See attached testing report for reference of abatement requirements.

II. SCHEDULE OF EVENTS

January 17, 2021	Issuance of Request for Proposals
January 27, 2021	PRE-BID MEETING/JOB WALK
February 5, 2021	Deadline for Written Questions
February 17, 2021	Proposals Due by 2:00 PM
March 2, 2021	City Council Approval of Contract
March 22, 2021	Issuance of Notice-to-Proceed (est. date)

III. SCOPE OF WORK

This project scope is to provide hazardous material abatement and the demolition of structures located at 764 H Street in Wasco, CA. All structures on this property as shown in the attached map will need to be abated, demolished and the site cleared. The demolition and abatement will need to comply with the SJVAPCD requirements in accordance with the EPA regulations. All permitting and disposal are the responsibility of the Contractor. See attached testing report for reference of abatement requirements.

All Firms shall complete the attached cost estimate. The cost estimate shall include all labor and materials required to complete the Project.

IV. PROPOSAL REQUIREMENTS

1. Content & Format

The City requests that proposals submitted be organized and presented in a neat and logical format and are relevant to these services. Firm's proposals shall be clear, accurate, and comprehensive. Excessive or irrelevant material will not be favorably Received.



The proposal should include the following:

- Signed and completed cost estimate attached to this RFP
- Bid Bond

V. GENERAL REQUIREMENTS

- a) If the proposal is submitted by a corporation, it must be signed on behalf of the corporation by the following combination of corporate officers: (i) the Chairman of the Board, the President or any Vice President, on the one hand, **AND** (ii) the Secretary, an Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer, on the other hand. If the proposal is submitted by a corporation under the signature of only one corporate officer or representative or with a different combination of the foregoing corporate officers, it must be accompanied by the original of a Secretary's Certificate, to which is attached a corporate resolution duly authorizing the named individual to consummate the transaction contemplated by the proposal for and on behalf of the corporation.
- b) If the proposal is submitted by a sole proprietorship, the owner's signature is acceptable.
- c) If the proposal is submitted by a partnership, the signature of the managing general partner or the general partner(s) authorized to bind the partnership to such transactions must appear on the proposal.
- d) If the proposal is submitted by a limited liability company and such company operates through officers, it must be signed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, **AND** any secretary, assistant secretary, the chief financial officers or any assistant treasurer.



- e) If the proposal is submitted by a limited liability company that operates through a manager or managers, it must be signed by at least two such managers or by one manager if the limited liability company operates with the existence of only one manager.
- f) Proposals may be rejected if the proper documentation is not provided.
- g) All proposals must be signed, electronic signatures are acceptable.

Prevailing Wages

Notice is hereby given that in accordance with California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), the Firm is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work or services pursuant to this Agreement are performed and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of the State prevailing wage rates and the latest revisions thereto are available on the Internet at www.dir.ca.gov. Firm shall fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws).

VI. PREPARATION OF PROPOSAL

The preparation of the proposal, including visits to the site prior to submittal of the proposal shall be at the expense of the Proposers. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the proposal and shall be disregarded by the City. Any changes or corrections in the proposal must be initialed in ink by the person signing the proposal. No telephonic or telegraphic proposals are acceptable.

VII. EXAMINATION OF PROPOSAL

Each Proposer is responsible for examining this Notice Inviting Proposals and submitting its proposal complete and in conformance with these instructions.

VIII. CONDITIONS OF SITE/WORK

Each Proposer shall carefully examine the documents and project site(s) to become fully informed regarding all existing and expected conditions and matters which could affect performance, cost or time of the work in any way.

IX. DISCREPANCIES IN PROPOSAL DOCUMENTS



If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of this request, he/she shall request, in writing, for an interpretation or correction thereof. The person submitting such a request shall do so no later than seven (7) calendar days prior to proposal due date. Submit to Kameron Arnold. All such interpretations of the contract documents will be made only by Addenda duly issued and a copy of each such Addendum will be mailed or delivered to each person receiving a set of contract documents at his/her last address of record or via email. The City will not be responsible for any other explanations or interpretations of the contract documents.

X. ORAL STATEMENTS

The City of Wasco is not responsible for oral statements made by any of their employees or agents concerning this Invitation to Proposal. If a Proposer requires specific information, it must request that it be supplied in writing by the City of Wasco.

XI. CONTRACT PAYMENT

The Contractor will be paid for satisfactory work performed under the Contract once the project is completed. The Contractor shall submit a detailed invoice.

- a) This invoice shall be subject to review and approval by the City's Representative.
- b) All submitted invoices shall be paid within thirty (30) days of approval by the City.
- c) Any charges in the invoice not approved by the City's Representative shall not be paid by the City.

XII. AWARD OF CONTRACT

The award of contract, if awarded, will be to the most qualified & Cost Effective proposal that complies with all requirements of this Notice Inviting Proposals. The award of contract, if made, shall be made within ninety (90) days after the opening of the proposals. Bids shall be valid for 90 days after the bid date.

Prior to the award of any work hereunder and before any work can commence, the City and the successful proposer will enter into a written contract.

XIII. BONDING & CERTIFICATE OF INSURANCE

All documents submitted in compliance with the requirements of this bid package and the contract must be scannable and photocopyable. The City hereby invokes its protest right under [California Code of Civil Procedure 995.660](#) for any proposed surety bond submitted in satisfaction of the requirements of this agreement if the submitted bond is not issued by an admitted surety rated A-, VII or better by Best's Rating Service.



Proof of insurance is not required to be submitted with your proposal but will be required prior to the City's award of the contract in accordance with the terms of the written contract.

XIV. SPECIFICATIONS NOT CONTRACTUAL

Nothing contained in this Notice Inviting Proposals shall create any contractual relationship between the proposer and the City. The City accepts no financial responsibility for costs incurred by any proposer regarding this Notice Inviting Proposals.

XV. SAFETY APPROVAL

Where required by City of Wasco regulations, any items delivered must carry Underwriters Laboratories Approval or City of Wasco Public Works Dept. approval. Failure to so comply will be cause to reject Proposal. In addition, any equipment must conform to the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

XVI. SUBMISSION DATE AND WITHDRAWAL OF PROPOSALS

An original shall be submitted. Each proposal must be delivered to the location and received on or before the due date and time. Proposals will not be accepted after the date and time stated above. Proposals may be withdrawn without prejudice providing the written request is received by Kameron Arnold no later than the time set for opening proposals. Withdrawals will be returned to Proposers unopened.

XVII. EVALUATION PROCESS AND SELECTION CRITERIA

The selection process will be based on the Contractor's qualification to bid and cost.



BID SCHEDULE

764 H Street Demolition

ITEM NO.	ITEM CODE	UNIT OF MEASURE	ESTIMATED QUANTITY	PRICE PER UNIT	TOTAL PRICE
1	Hazardous Material Abatement	LS	1		
2	Demolition & Disposal Services	LS	1		
3	Site Clearing	LS	1		

TOTAL BID AMOUNT: _____

Acknowledgment of Addenda
Addendum No. Initial

Signature _____

Printed Name / Title

Company

License Number / Expiration Date

Selection of bidder shall be based on the lowest responsive and responsible bid for the combined total of construction items

The City has the option to reject all bids with or without cause. The City also may at its discretion remove any item(s) from this project. It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown.



**764 H Street
Demolition Location
Map**



Leon Environmental Services

Richard "Danny" Leon CAC # 04-3708

Tommy Leon CAC # 05-3882

November 6, 2020

Mr. Kameron Arnold

City of Wasco

801 8th Street

Wasco, CA 93280

**Re: Asbestos Survey
Classroom Building
764 H Street
Wasco, CA
Job No. S122-20-02**

Dear Kameron:

Attached is the asbestos survey report for the above referenced building. This report includes inspection observations, a list of all samples taken, bulk sample analysis results, a sample location drawing, and recommendations concerning asbestos containing materials.

If you have any questions or need additional information, please do not hesitate to call. Thank you for using Leon Environmental Services. We look forward to working with you in the future.

Respectfully,

Thomas M. Leon

Digitally signed by Thomas M. Leon
DN: cn=Thomas M. Leon, o=Leon Environmental
Services, ou, email=LeonEnviro@comcast.net, c=US
Date: 2020.11.09 09:05:37 -08'00'

Tommy Leon

Certified Asbestos Consultant

Certification No. 05-3882

4545 N. Brawley Ave., Suite 104, Fresno, CA 93722

Phone: 559.274.9200 Fax: 559.274.9240 Email: LeonEnviro@comcast.net

Asbestos Survey: Classroom Building, 764 H Street, Wasco, CA **S122-20-02**

BUILDING DESCRIPTION

An asbestos survey was performed on **October 21, 2020** at **764 H Street, Wasco, CA**. The building is approximately 50-60 years old and approximately 2,900sqft. It has a wood frame, stucco exterior, and asphalt shingled roof. The interior walls and ceilings are sheetrock with associated joint compound, texture, and acoustic ceiling spray. The floor is concrete covered with linoleum, floor tile, and carpet. At the time of the survey the building was vacant.

ASBESTOS ANALYSIS RESULTS

All bulk samples of suspect asbestos containing materials were taken in accordance with US EPA Guidelines and accepted industry standards by a state certified asbestos consultant. McCall and Spero Environmental, Inc., a NVLAP accredited laboratory performed a total of **72** analyses from **46** samples collected from this structure at this site. The samples listed on the table below were positive for asbestos. The full list of all samples taken is on the following pages. Sample locations are indicated on the drawings included with this report. ***Quantities listed below are estimates, for sampling purposes only, and should be verified prior to asbestos abatement.***

Sample	Location	Material	% Of ACM	Friable	Sq. Ft.
22	Room #1 Ceiling	Acoustic Spray	4%	Yes	1,400
23	Room #1 Ceiling	Acoustic Spray	4%	Yes	1,400
24	Room #2 Ceiling	Acoustic Spray	4%	Yes	1,400
31	Roof	Roof Mastic	4%	No	10
42	Office Building Roof	Roof Mastic	3%	No	5

COMMENTS AND RECOMMENDATIONS

Non-Friable Asbestos

The Roof Mastic (samples 31, 42) is positive for asbestos at 3-4%.

These materials are considered a ***non-hazardous non-friable ACM***. It is required that a licensed asbestos abatement contractor remove these materials prior to renovation and or demolition of this structure.

Asbestos Survey: Classroom Building, 764 H Street, Wasco, CA **S122-20-02**

Friable Asbestos

The Acoustic Spray (samples 22, 23, 24) located on the ceilings in rooms #1 and #2 is positive for asbestos at 4%.

These materials are considered ***friable hazardous ACM*** and it is required that a licensed asbestos abatement contractor remove these materials prior to renovation and or demolition of this structure.

CONCLUSIONS AND REGULATIONS

US EPA NESHAP (40 CFR Part 61)

Based on our survey, sampling and subsequent laboratory analysis and regulatory guidelines affecting this site, the types of ACM identified on the previous page require removal (in most cases) prior to demolition and/or renovation procedures to comply with local, state and federal agencies. The US EPA NESHAP (40 CFR Part 61 – November 20, 1990) requires materials containing greater than one percent asbestos be removed prior to renovation or demolition. If those materials are friable or likely to become friable due to the forces expected to act upon them during renovation or demolition, they become a regulated asbestos containing material (RACM) and require a 10-day notification to the local Air Pollution Control District prior to abatement.

CAL OSHA-----Construction Industry-----8CCR, 1529

Cal/OSHA worker health and safety regulations apply during any disturbance of ACM by a person while in the employ of another. This is true regardless of friability or quantity disturbed. If there is greater than 100 square feet of ACM which will be affected by the demolition, a California Licensed Contractor who is registered with Cal/OSHA for asbestos is required. The regulations regarding asbestos are found in Title 8 CCR Section 1529, and also include formal notification requirements to Cal/OSHA at least 24 hours prior to removal. It is required that removal be conducted with the material kept in a wetted state to contain dust and hazardous emissions.

The construction industry standard covers employees engaged in demolition and construction, and the following related activities likely to involve asbestos exposure: removal, encapsulation, alteration, repair, maintenance, insulation, spill emergency cleanup, transportation, disposal and storage of ACM.

Demolition contractors typically require that a building owner/operator accept responsibility for removal of all ACM found during the building inspection prior to start of demolition activities.

Non-friable and non-regulated ACM, in most cases, may be disposed of as construction debris in a landfill that accepts ordinary construction debris. All friable waste containing more than 1% asbestos (RACM) should be manifested as hazardous waste for disposal purposes.

Asbestos Survey: Classroom Building, 764 H Street, Wasco, CA **S122-20-02**

LIMITATIONS OF LIABILITY

Conclusions and recommendations presented in this report are qualitative judgments based on the prevailing regulations and accepted industry standards at the time of the report issuance. Leon Environmental Services provides no other guarantees, either expressed or implied. All quantities of materials listed herein are estimates for sampling purposes only, and should be verified by Owner representative or an abatement contractor prior to asbestos abatement.

The nature of demolition and asbestos abatement is such that materials can be uncovered which previously were unknown to exist. Therefore, Leon Environmental Services cannot be responsible for materials not previously detected due to lack of accessibility or concealment, although every effort was made during the inspection to detect all suspect materials. If any materials other than those included herein are discovered during renovation or demolition, it must be assumed that the materials are asbestos containing, and should be treated accordingly until further testing and analysis is performed.

The data interpretations and recommendations are based solely on information available to Leon Environmental Services at the time of our inspection. The customer recognizes that site conditions or accessibility may vary, from those encountered at the time of our inspection and sample collection. Varying conditions or access could result in additional information that would lead us to revise conclusions and recommendations. Leon Environmental Services will not be responsible for the interpretation or use by others of information contained within this report.

Thomas M. Leon

Digitally signed by Thomas M. Leon
DN: cn=Thomas M. Leon, o=Leon Environmental Services,
ou, email=LeonEnviro@comcast.net, c=US
Date: 2020.11.09 09:06:27 -08'00'

Thomas Leon
Certified Asbestos Consultant
Certification No. 05-3882

DATE:

***Abbreviation Key:**

Asbestos Containing Material — ACM (equal to or greater than 0.1% by weight)

Vinyl Asbestos Tile – VAT

No Asbestos Detected--N.A.D or N.D.

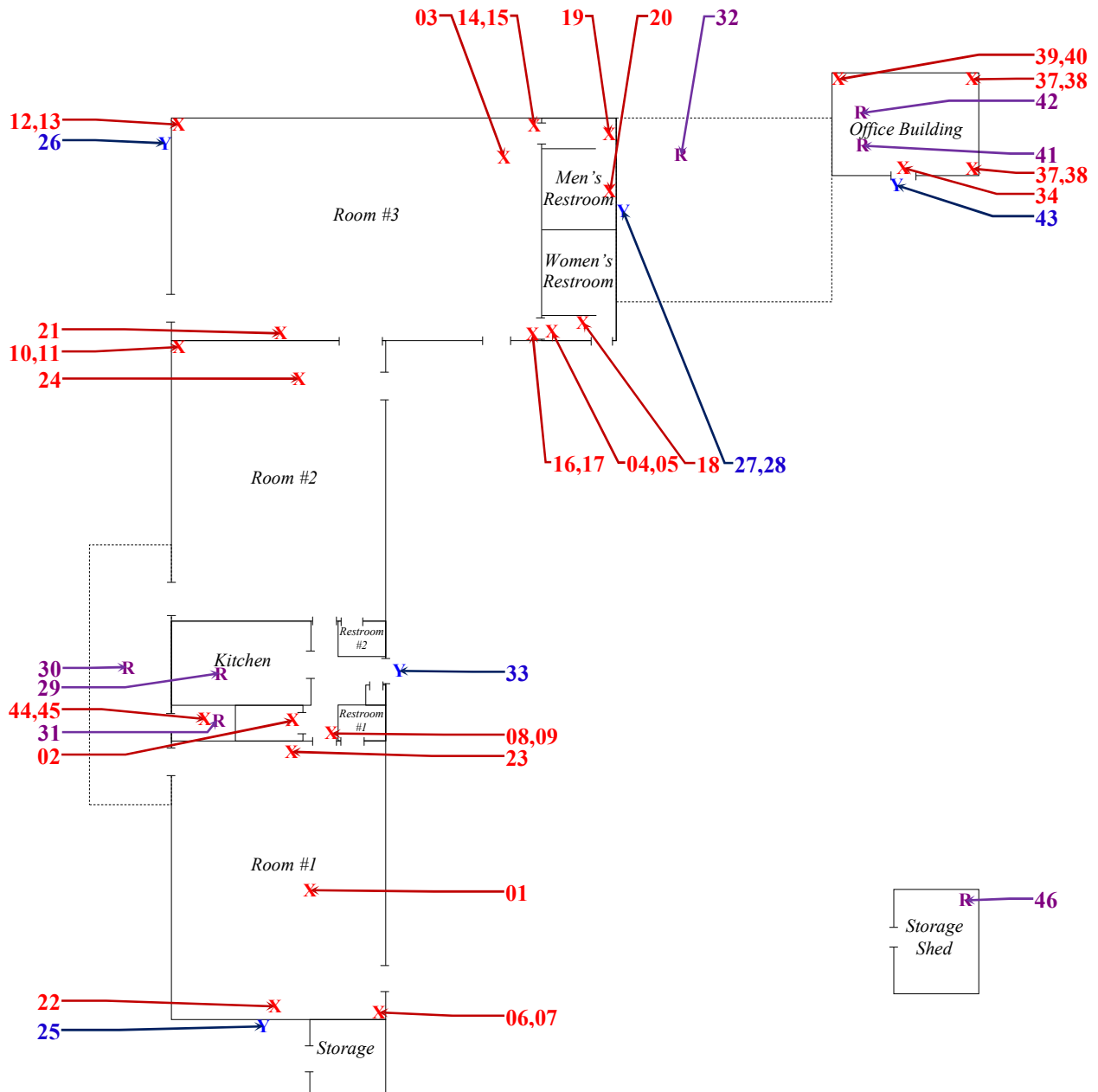
Homogeneous—H

Not Sampled--NS

Leon Environmental Services

Richard "Danny" Leon CAC Certification No. 04-3708
Tommy Leon CAC Certification No. 05-3882

Job S122-20-02 Sample Location Diagram
Classroom Building / 764 H Street, Wasco, CA
Kameron Arnold / City of Wasco
Drawing not to Scale





McCall and Spero
Environmental, Inc.

Specialists in Microanalysis

Williamson Court • Suite 100 • Louisville, KY 40223
Phone (502) 244-7135 • FAX (502) 244-7136

E-mail: customerservice@mselabs.com • Website: www.mselabs.com

Date: October 27, 2020

Attention: Tommy Leon
Leon Environmental Services

Subject: Analysis of bulk samples for asbestos mineral fibers by Polarized Light
Microscopy (PLM) with Dispersion Staining (EPA/600/R-93/116)

RE: MSE-PO230LEO
Kameron Arnold, City of Wasco; Classroom Building, 764 H Street, Wasco
CA Project
LEO# S122-20-02

Dear Mr. Leon:

McCall & Spero Environmental, Inc. has completed the analyses of the bulk samples we received from your offices on October 23, 2020. These samples represent the bulk samples from the Kameron Arnold, City of Wasco; Classroom Building, 764 H Street, Wasco CA Project.

The PLM bulk analysis was performed according to the "Method of the Determination of Asbestos in Bulk Building Materials", R. L. Perkins and B. W. Harvey (EPA/600/R-93/116).

The results for the seventy-two (72) samples are summarized in the following report. Please note that for samples consisting of two or more distinct components, each component is analyzed and reported individually (EPA 40 CFR Part 61 [FRL-4821-71]).

Thank you for consulting McCall & Spero Environmental, Inc. Should you have any questions concerning these results, please contact our office.

Sincerely,

Amber D. Schultz, B.A.
Senior Analyst

SUMMARY OF PLM BULK ANALYSIS RESULTS

Page 1

Project Name: Kameron Arnold, City of Wasco; Classroom Building, 764 H Street, Wasco CA Project
McCall & Spero Environmental Project No. MSE-PO230LEO

MSE # PO230LEO	SAMPLE # DESCRIPTION	ASBESTOS TYPE & %	OTHER FIBROUS MATERIAL & %	% NON-FIBROUS MATERIAL	COLOR
001 (A)	01 (A) Linoleum	ND	Cellulose / 35% Synthetics / 5%	60%	Teal
001 (B)	01 (B) Adhesive	ND	Cellulose / 5%	95%	Brown
001 (C)	01 (C) Linoleum	ND	Cellulose / 10%	90%	Gray/White
001 (D)	01 (D) Backing	ND	Cellulose / 80%	20%	Tan
002 (A)	02 (A) Linoleum	ND	Cellulose / 35% Synthetics / 5%	60%	Teal
002 (B)	02 (B) Adhesive	ND	Cellulose / 5%	95%	Brown
002 (C)	02 (C) Backing	ND	Cellulose / 80%	20%	Tan
003 (A)	03 (A) Linoleum	ND	Cellulose / 10% Glass / 5% Synthetics / 10%	90%	Gray/White
003 (B)	03 (B) Adhesive	ND	Cellulose / 5%	95%	Yellow
003 (C)	03 (C) Backing	ND	Cellulose / 80%	20%	Tan
004 (A)	04 (A) Linoleum	ND	Cellulose / 35% Glass / 5% Synthetics / 10%	50%	Teal
004 (B)	04 (B) Adhesive	ND	Cellulose / 5%	95%	Yellow
004 (C)	04 (C) Backing	ND	Cellulose / 80%	20%	Tan
005 (A)	05 (A) Linoleum	ND	Cellulose / 35% Glass / 5% Synthetics / 10%	50%	Teal

McCall & Spero Environmental, Inc.

SUMMARY OF PLM BULK ANALYSIS RESULTS

Page 2

MSE # PO230LEO	SAMPLE # DESCRIPTION	ASBESTOS TYPE & %	OTHER FIBROUS MATERIAL & %	% NON-FIBROUS MATERIAL	COLOR
005 (B)	05 (B) Adhesive	ND	Cellulose / 5%	95%	Yellow
006	06 Texture/Paint	ND	Cellulose / 4%	96%	White
007 (A)	07 (A) Joint Compound	ND	Cellulose / 4% Glass / 3%	93%	White
007 (B)	07 (B) Sheetrock	ND	Cellulose / 10% Glass / 5%	85%	White
008	08 Texture/Paint	ND	Cellulose / 4%	96%	White
009 (A)	09 (A) Joint Compound	ND	Cellulose / 4% Glass / 3%	93%	White
009 (B)	09 (B) Sheetrock	ND	Cellulose / 10% Glass / 5%	85%	White
010	10 Texture/Paint	ND	Cellulose / 4%	96%	White
011 (A)	11 (A) Joint Compound	ND	Cellulose / 4% Glass / 3%	93%	White
011 (B)	11 (B) Sheetrock	ND	Cellulose / 10% Glass / 5%	85%	White
012	12 Texture/Paint	ND	Cellulose / 4%	96%	White
013 (A)	13 (A) Joint Compound	ND	Cellulose / 4% Glass / 3%	93%	White
013 (B)	13 (B) Sheetrock	ND	Cellulose / 10% Glass / 5%	85%	White
014	14 Texture/Paint	ND	Cellulose / 4%	96%	White
015 (A)	15 (A) Joint Compound	ND	Cellulose / 4% Glass / 3%	93%	White

McCall & Spero Environmental, Inc.

SUMMARY OF PLM BULK ANALYSIS RESULTS

Page 3

MSE # PO230LEO	SAMPLE # DESCRIPTION	ASBESTOS TYPE & %	OTHER FIBROUS MATERIAL & %	% NON-FIBROUS MATERIAL	COLOR
015 (B)	15 (B) Sheetrock	ND	Cellulose / 10% Glass / 5%	85%	White
016	16 Texture/Paint	ND	Cellulose / 4%	96%	White
017 (A)	17 (A) Joint Compound	ND	Cellulose / 4% Glass / 3%	93%	White
017 (B)	17 (B) Sheetrock	ND	Cellulose / 10% Glass / 5%	85%	White
018 (A)	18 (A) Texture/Color Coat	ND	Cellulose / 2%	98%	White
018 (B)	18 (B) Plaster	ND	Cellulose / 4%	96%	Gray
019 (A)	19 (A) Texture/Color Coat	ND	Cellulose / 2%	98%	White
019 (B)	19 (B) Plaster	ND	Cellulose / 4%	96%	Gray
020	20 Wall Panel Adhesive	ND	Cellulose / 3%	97%	Yellow
021	21 Base Cove Mastic	ND	Cellulose / 3%	97%	Yellow/ Black
022	22 Acoustic Spray	CH / 4%	Cellulose / 3% Glass / 3%	90%	White
023	23 Acoustic Spray	CH / 4%	Cellulose / 3% Glass / 3%	90%	White
024	24 Acoustic Spray	CH / 4%	Cellulose / 3% Glass / 3%	90%	White
025 (A)	25 (A) Color Coat	ND	Cellulose / 3%	97%	Beige
025 (B)	25 (B) Plaster	ND	Cellulose / 5%	95%	Gray

McCall & Spero Environmental, Inc.

SUMMARY OF PLM BULK ANALYSIS RESULTS

Page 4

MSE # PO230LEO	SAMPLE # DESCRIPTION	ASBESTOS TYPE & %	OTHER FIBROUS MATERIAL & %	% NON-FIBROUS MATERIAL	COLOR
026 (A)	26 (A) Color Coat	ND	Cellulose / 3%	97%	Beige
026 (B)	26 (B) Plaster	ND	Cellulose / 5%	95%	Gray
027 (A)	27 (A) Color Coat	ND	Cellulose / 3% Glass / 2%	95%	Beige
027 (B)	27 (B) Plaster	ND	Cellulose / 5%	95%	Gray
028	28 Vapor Barrier	ND	Cellulose / 35% Glass / 10%	55%	Black
029 (A)	29 (A) Asphalt Shingle	ND	Cellulose / 5% Glass / 10%	85%	Black/Tan
029 (B)	29 (B) Tar Paper	ND	Cellulose / 35%	65%	Black
030	30 Rolled Roofing Material	ND	Cellulose / 5% Glass / 10% Synthetics / 5%	80%	Black/Tan
031	31 Roof Mastic	CH / 4%	Cellulose / 3%	93%	Black/Gray
032	32 Roof Sealant	ND	Cellulose / 3%	97%	White
033	33 Concrete	ND	Cellulose / 2%	98%	Gray
034 (A)	34 (A) Linoleum	ND	Cellulose / 10% Glass / 5% Synthetics / 10%	75%	Beige
034 (B)	34 (B) Adhesive	ND	Cellulose / 3% Synthetics / 2%	95%	Yellow
035	35 Texture/Paint	ND	Cellulose / 3%	97%	White
036 (A)	36 (A) Joint Compound	ND	Cellulose / 3%	97%	White

McCall & Spero Environmental, Inc.

SUMMARY OF PLM BULK ANALYSIS RESULTS

Page 5

MSE # PO230LEO	SAMPLE # DESCRIPTION	ASBESTOS TYPE & %	OTHER FIBROUS MATERIAL & %	% NON-FIBROUS MATERIAL	COLOR
036 (B)	36 (B) Sheetrock	ND	Cellulose / 15%	85%	White
037	37 Texture/Paint	ND	Cellulose / 3%	97%	White
038 (A)	38 (A) Joint Compound	ND	Cellulose / 3%	97%	White
038 (B)	38 (B) Sheetrock	ND	Cellulose / 15%	85%	White
039	39 Texture/Paint	ND	Cellulose / 3%	97%	White
040	40 (A) Joint Compound	ND	Cellulose / 3%	97%	White
040	40 (B) Sheetrock	ND	Cellulose / 15%	85%	White
041	41 Rolled Roofing Material	ND	Cellulose / 10% Glass / 15%	75%	Black/ White
042	42 Roof Mastic	CH / 3%	Cellulose / 3%	94%	Black/Gray
043	43 Concrete	ND	Cellulose / 3%	97%	Gray
044	44 Duct Joint Tape	ND	Cellulose / 75%	25%	Tan
045	45 Duct Joint Tape	ND	Cellulose / 75%	25%	Tan
046	46 Rolled Roofing Material	ND	Cellulose / 20% Glass / 10%	70%	Black/ White

McCall & Spero Environmental, Inc.

SUMMARY OF PLM BULK ANALYSIS RESULTS

Page 6

NOTES:

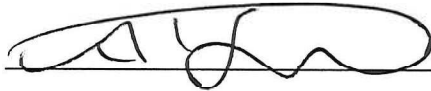
ND = None Detected CH = Chrysotile A = Amosite AC = Actinolite
CR = Crocidolite AN = Anthophyllite TR = Tremolite

For samples consisting of separate components, each component is analyzed and reported separately.

Results apply only to items tested. Quantification is accurate to within $\pm 10\%$. Results from this report must not be reproduced, except in full, with the approval of McCall & Spero Environmental, Inc. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government.

** EPA recommends that bulk materials found negative for asbestos or less than one percent asbestos by polarized light microscopy that fall into one of five dominantly nonfriable categories be reanalyzed by an additional method, such as transmission electron microscopy. (EPA Notice of Advisory, FR Vol. 59, No. 146 & Test Method EPA 600/ R-93/ 116).

Analyst: Amber D. Schultz, B.A.



McCall & Spero Environmental, Inc.

Leon Environmental Services

4545 N. Brawley Ave., Suite 104, Fresno, CA 93722 Phone: 559.274.9200 Fax: 559.274.9240 Email: LeonEnviro@comcast.net

Customer: Kameron Arnold

Company

City of Wasco

Date: October 21, 2020

Job No.

S122-20-02

Analysis

PLM

Turn Around:

2hr Rush

Same Day

24hr

48hr

3-5 days

Inspection Site : Classroom Building, 764 H Street, Wasco, CA

Sample No	Location	Material		Quantity
		Color	Type	
01	Room #1 - Floor		Linoleum	
	Room #1 - Floor		Adhesive	
	Room #1 - Floor		Linoleum	
	Room #1 - Floor		Adhesive	
02	Storage Room - Floor		Linoleum	
	Storage Room - Floor		Adhesive	
03	Room #3 - Floor		Linoleum	
	Room #3 - Floor		Adhesive	
	Room #3 - Floor		Floor Tile	
	Room #3 - Floor		Adhesive	
04	Women's Bathroom - Floor		Linoleum	
	Women's Bathroom - Floor		Adhesive	
05	Women's Bathroom - Floor		Linoleum	
	Women's Bathroom - Floor		Adhesive	
06	Room #1 - Wall		Texture / Paint	
07	Room #1 - Wall		Joint Compound	
	Room #1 - Wall		Sheetrock	
08	Hallway - Wall		Texture / Paint	
09	Hallway - Wall		Joint Compound	
	Hallway - Wall		Sheetrock	
Relinquished				

By Cheryl Lura

Date 10-22-20

Received

By [Signature]

Date

10/22/20

Leon Environmental Services

4545 N. Brawley Ave., Suite 104, Fresno, CA 93722 Phone: 559.274.9200 Fax: 559.274.9240 Email: LeonEnviro@comcast.net

Customer: Kameron Arnold

Company

City of Wasco

Date: October 21, 2020

Job No.

S122-20-02

Analysis

PLM

Turn Around:

2hr Rush

Same Day

24hr

48hr

3-5 days

Inspection Site : Classroom Building, 764 H Street, Wasco, CA

Sample No	Location	Material			Quantity
		Color	Type	Finish	
10	Room #2 - Wall		Texture / Paint		
11	Room #2 - Wall		Joint Compound		
	Room #2 - Wall		Sheetrock		
12	Room #3 - Wall		Texture / Paint		
13	Room #3 - Wall		Joint Compound		
	Room #3 - Wall		Sheetrock		
14	Room #3 - Wall		Texture / Paint		
15	Room #3 - Wall		Joint Compound		
	Room #3 - Wall		Sheetrock		
16	Room #3 - Wall		Texture / Paint		
17	Room #3 - Wall		Joint Compound		
	Room #3 - Wall		Sheetrock		
18	Women's Bathroom - Wall		Texture / Color Coat		
	Women's Bathroom - Wall		Plaster		
19	Men's Bathroom - Wall		Texture / Color Coat		
	Men's Bathroom - Wall		Plaster		
20	Men's Bathroom - Wall		Wall Panel Adhesive		
21	Room #3 - Wall		Base Cove Mastic		
22	Room #1 - Ceiling		Acoustic Spray		
23	Room #1 - Ceiling		Acoustic Spray		
Relinquished		Received			
By <i>Kameron Arnold</i>		By <i>[Signature]</i>		Date 10-22-20	
				Date 10/23/20	

Leon Environmental Services

4545 N. Brandy Ave., Suite 104, Fresno, CA 93722 Phone: 559.274.9200 Fax: 559.274.9240 Email: LeonEnviro@comcast.net

Customer: Kameron Arnold

Company

City of Wasco

Date: October 21, 2020

Job No.

S122-20-02

Analysis

Turn Around:

2hr Rush

Same Day

24hr

48hr

3-5 days

Inspection Site : Classroom Building, 764 H Street, Wasco, CA

Sample No	Location	Material			Quantity
		Color	Type	Fridge	
24	Room #2 - Ceiling		Acoustic Spray		
25	Exterior South Wall		Color Coat		
	Exterior South Wall		Plaster		
26	Exterior West Wall		Color Coat		
	Exterior West Wall		Plaster		
27	Exterior East Wall		Color Coat		
	Exterior East Wall		Plaster		
28	Exterior East Wall		Vapor Barrier		
29	Roof		Asphalt Shingle		
	Roof		Tar Paper		
30	Porch Roof		Rolled Roofing Material		
31	Roof	Gray	Roof Mastic		
32	East Patio Roof	White	Roof Sealant		
33	Foundation		Concrete		
34	Office Bldg - Floor		Linoleum		
	Office Bldg - Floor		Adhesive		
35	Office Bldg - Wall		Texture / Paint		
36	Office Bldg - Wall		Joint Compound		
	Office Bldg - Wall		Sheetrock		
37	Office Bldg - Wall		Texture / Paint		
Relinquished		Received			
By <i>Johnny Lee</i>		By <i>AT</i>			
Date 10-22-20		Date 10/23/20			

4545 N. Brawley Ave., Suite 104, Fresno, CA 93722 Phone: 559.274.9200 Fax: 559.274.9240 Email: leonenviro@comcast.net

City of Masco

S122-20-02

3-5 days

48hr

166 of 513



City of Wasco Bid Results

Date: 2/17/2020

Bid Package-Project Description:

764 H Street Demolition

Company	Date	Time	Time	Bid Proposals \$	Addendum	Bid Bond
	Received	Received	Opened			
Bowen Engineering & Environmental	2/16/2021	1:29 PM	2:02 PM	\$46,000.00	Yes	Yes
David Knott Incorporated	2/17/2021	8:33 AM	2:01 PM	\$41,288	Yes	Yes
Blake Arnold Construction	2/17/2021	9:30 AM	2:03 PM	\$52,100.00	Yes	Yes
Resource Environmental Inc	2/17/2021	10:46 AM	2:04 PM	\$66,700.00	Yes	Yes
MP Environmental Services	2/17/2021	11:09 AM	2:05 PM	\$65,495.48	No	Yes

Crystal Jones
City of Wasco
Deputy City Clerk

RESOLUTION NO. 2021 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE AGREEMENT WITH DAVID KNOTT INC.

WHEREAS, the City wishes to contract with David Knott Inc. to demolish the building at 764 H Street; and

WHEREAS, the services provided are described in the Agreement found in Exhibit "A"; and

WHEREAS, said Agreement has been made in the form and manner prescribed by the City of Wasco Municipal Code and the California Public Contract Code; and,

WHEREAS, David Knott Inc. and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

WHEREAS, the Agreement shall be governed by and construed in accordance with the laws of the State of California; and,

WHEREAS, David Knott Inc. shall provide to the City a Faithful Performance Bond and the Labor Materials Bond as required in the Agreement prior to the start of construction.

WHEREAS, David Knott Inc. agrees to comply with the State prevailing wage determination in effect ten days prior to the bid opening of February 17, 2021.

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

SECTION 1: Approves the agreement with David Knott Inc.

SECTION 2: Authorizes the City Manager to endorse the agreement.

SECTION 3: Authorizes the City Manager to execute contract change orders and make quantity adjustments to the contract in an amount not exceeding an aggregate of \$5,000.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2021 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on April 6, 2021 by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

ALEXANDRO GARCIA,
MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

AGREEMENT

THIS AGREEMENT made this 6th day of April, 2021, by and between the CITY OF WASCO, hereinafter "City", and DAVID KNOTT, INC, a California Corporation, hereinafter "Contractor,"

W I T N E S S E T H:

WHEREAS, City wishes to hire Contractor to provide abatement and the demolition of structures located at 764 H Street, Wasco, California as more particularly described in the City of Wasco *Notice Inviting Proposals for 764 H Street Demolition* (the "Plans and Specifications") which are incorporated herein by this reference (collectively, the "Services") pursuant to the terms and conditions hereinafter described and Contractor is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. Contractor hereby agrees to perform the Services pursuant to the terms and conditions described hereinafter and pursuant to the Plans and Specifications to the extent not inconsistent with these terms and conditions.
3. Contractor shall perform the Services for a total price of not to exceed \$41,288.00 (the "Total Price"). The Total Price shall be allocated as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof. The Total Price shall be payable upon completion and acceptance of the Services by the City and after receipt of an invoice from Contractor which shall be subject to approval by the City Manager or his designee and the City Council.
4. Contractor shall complete the Services within ____ working days from issuance of a Notice to Proceed pursuant to the CalTrans 5-day workday calendar.
5. Contractor shall provide a performance bond to insure completion of the Services and a payment bond to insure payment to subcontractors and suppliers, each in the full amount of the Total Price and as approved by City. In the performance of Contractor's duties hereunder, Contractor shall also provide all vehicles, tools, personnel, equipment, supplies and all such other items as are necessary or convenient to completing the Services at Contractor's sole cost and expense.

6. Contractor, at Contractor's sole cost and expense, shall maintain throughout the term of this Agreement all worker's compensation insurance where and in the amounts required by law and a comprehensive general public liability insurance policy from a company approved by City for protection against liability to the public arising as an incident of Contractor's performance hereunder in amounts not less than \$1 million per occurrence and said policy shall be primary insurance naming City, its officers, councilpersons, employees, contractors, and representatives as additional insureds and affording City at least ten (10) days notice prior to cancellation or reduction of coverage. In the event any such policy shall lapse or be canceled, City may, at City's sole discretion, terminate this Agreement without further notice to Contractor. Contractor shall provide City with a Certificate of Insurance verifying Contractor's compliance with the foregoing. This Agreement shall not be effective until City has received and approved same.

7. Contractor shall pay, and shall require subcontractors to pay, employees working for a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determination and wage standards for the State of California. In accordance with Section 1775 of California Labor Code, Contractor shall pay such penalties and incur such costs as described therein and as are more particularly determined by the Labor Commissioner, in the event of any violation of the foregoing requirement. In addition to the foregoing, Contractor and its subcontractors shall pay to persons employed in the performance of the Services no less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the Labor Code. Copies of the prevailing rate of per diem wages are on file at City's principal office and are available for examination by any interested party on request, during normal business hours. Contractor shall keep an accurate payroll record showing the name, address, Social Security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employee employed by Contractor.

8. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof and any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

9. In addition to any other method of termination described in this Agreement, City, in its sole and absolute discretion, may terminate this Agreement at any time upon ten (10) days written notice to Contractor. In the event of any such

termination and except as otherwise described herein, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance. City may terminate this Agreement upon twenty-four (24) hours notice to Contractor in the event of Contractor's default hereunder in which case, Contractor shall not be entitled to payment for any Services which were performed in breach of this Agreement. In addition to City's right to terminate this Agreement due to Contractor's default, City shall have all other remedies available under this Agreement in the event of Contractor's default as well as all remedies available at law or in equity.

10. Contractor's Services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

11. In the performance of its obligations hereunder, Contractor acknowledges that Contractor and Contractor's employees, subcontractors, agents, and representatives may encounter dangerous conditions on the premises where the Services are performed. Contractor for itself and on behalf of its employees, subcontractors, agents, and representatives assumes the risk of same and hereby waives, releases, and forever discharges City, its officers, councilpersons, employees, contractors, agents, and representatives from any and all liability, claims, actions, losses, costs, and expenses arising out of all injuries, and damages which may be suffered by Contractor or Contractor's employees, subcontractors, agents, or representatives including any of same attributable in any way to any act or omission to act or any negligence whatsoever, whether passive or active, by Contractor, or Contractors' officers, employees, , subcontractors, agents, or representatives. Contractor represents and warrants that it has read and fully understands the provisions of Section 1542 of the Civil Code of California which states as follows:

"A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her must have materially affected his or her settlement with the debtor or released party. "

Contractor on behalf of itself and its employees, subcontractors, agents, and representatives hereby expressly waives and releases any right or benefit which each has or may have under Civil Code Section 1542.

12. Contractor shall not assign any portion of this Agreement to any other person or entity without City's written consent which may be given, conditioned or

denied in City's sole discretion.

13. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, the invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

14. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to be noticed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or when sent by facsimile transmission or when sent by electronic mail ("Email"). The following shall be used in providing the foregoing notices: City — City Manager, 746 8th Street, Wasco, California 93280, Fax — (661) 758-7239, Email— daortiz@cityofwasco.org; and Contractor — David T. Knott, David Knott, Inc, 4711 Blythe Avenue, Fresno, CA. 93722, Fax — (559) 271-3366, Email — Dave@DavidKnottinc.com Any party may change its address or fax number by giving notice to the other party in the manner herein described.

15. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

16. This Agreement may only be amended by a writing executed by all parties.

17. Each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

18. This Agreement contains the entire agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

19. This Agreement may be executed in counterparts. A facsimile or electronic version of this Agreement shall be as effective as the original for all purposes.

20. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Subject to the restrictions on assignment in Paragraph 12, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

22. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

23. Time is of the essence with regard to each covenant, condition, and provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

DANIEL ORTIZ HERNANDEZ, City Manager
City of Wasco, California, "**City**"

DAVID KNOTT, INC, a California Corporation,
"**Contractor**"

By: _____
DAVID T. KNOTT, CEO

EXHIBIT "A"
[Allocation of Services]



BID SCHEDULE

764 H Street Demolition

ITEM NO.	ITEM CODE	UNIT OF MEASURE	ESTIMATED QUANTITY	PRICE PER UNIT	TOTAL PRICE
1	Hazardous Material Abatement	LS	1	8900.00	8900.00
2	Demolition & Disposal Services	LS	1	22,400.00	22,400.00
3	Site Clearing	LS	1	9988.00	9988.00

TOTAL BID AMOUNT: \$41,288.00

Acknowledgment of Addenda

Addendum No. Initial

1 OTK

Signature *[Signature]*

Printed Name / Title

DAVID T. KNOR, PRESIDENT

Company

DAVID KNOR INC.

License Number / Expiration Date

895358 / 4/30/2021

CLASS A/C2L

Selection of bidder shall be based on the lowest responsive and responsible bid for the combined total of construction items

The City has the option to reject all bids with or without cause. The City also may at its discretion remove any item(s) from this project. It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown.

Legislative Briefing: 2021 Bill Introduction

Thursday, March 18, 2021
1:00 – 3:00 p.m.

Agenda

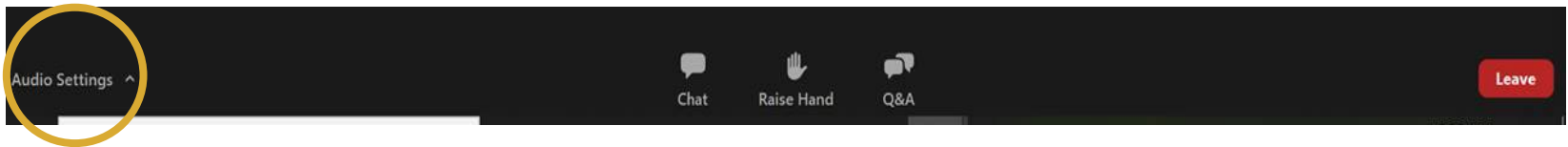
- Introduction and Overview
- Community Services
- Environmental Quality
- Revenue and Taxation
- Transportation, Communications, and Public Works
- Housing, Community, and Economic Development
- Governance, Transparency, and Labor Relations
- Public Safety

Introduction and Overview

Melanie Perron, Deputy Executive Director
Advocacy and Public Affairs
mperron@cacities.org

Housekeeping Notes for Attendees

1. Please make sure your audio is connected. You should have been prompted to connect your audio when joining the webinar, but you can confirm by clicking the audio settings on your tool bar.

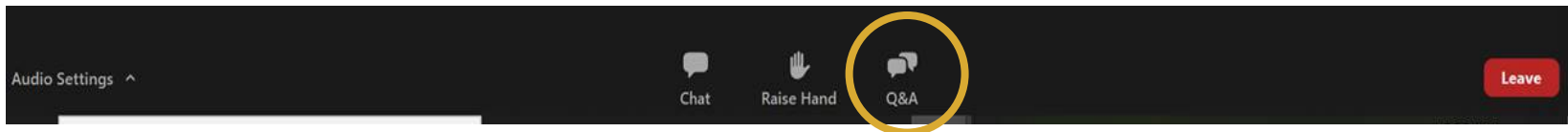


2. All attendees have been muted upon entry.

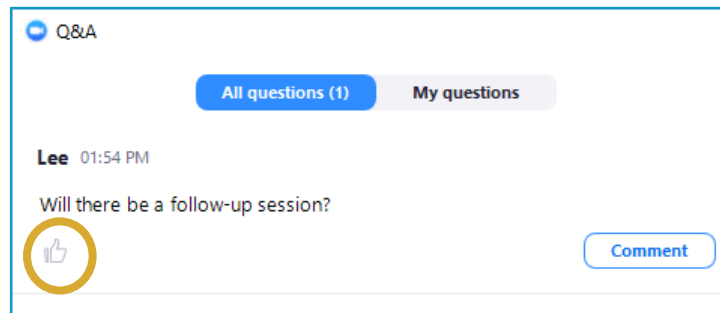
3. This webinar is being recorded.

How to Ask a Question

To write in a question, select the 'Q&A' button on your tool bar.



You can also “up vote” other attendee’s questions if you have the same question. This will help speakers prioritize questions during the Q&A portion of the presentation.



Cal Cities Legislative Representatives

**Melanie Perron,
Deputy Executive
Director**

Advocacy and Public Affairs



**Jason Rhine, Assistant
Legislative Director**

*Housing, Community, and
Economic Development*



**Derek Dolfie, Legislative
Representative**

*Community Services,
Environmental Quality*



**Bijan Mehryar,
Legislative
Representative**

*Governance, Transparency,
and Labor Relations*



**Elisa Arcidiacono,
Legislative
Representative**

Public Safety



**Nick Romo,
Legislative
Representative**

Revenue and Taxation



Cal Cities Legislative Team

**Meg Desmond,
Legislative and Policy
Development Specialist**



**Johnnie Piña,
Legislative Analyst**

- *Housing, Community and Economic Development*
- *Governance, Transparency and Labor Relations*
- *Revenue and Taxation*



**Caroline Cirrincione,
Legislative Analyst**

- *Community Services*
- *Environmental Quality*
- *Public Safety*
- *Transportation,
Communications and Public Works*



Submitting City Position Letters

Process for Submitting City Letters

How to submit a position letter from your city:

- Letters must be uploaded to the electronic legislative letter portal which will automatically send letters to the author's office and the committee(s) of jurisdiction.
- To create an account and upload the letter, please visit <https://calegislation.lc.ca.gov/advocates/>. If you are having difficulty accessing the portal, please contact Meg Desmond at mdesmond@cacities.org.
- In addition to submitting the letter through the portal, please send a copy to your legislator(s), and email a copy to cityletters@cacities.org as well as your Regional Public Affairs Manager.

Community Services

Derek Dolfie, Legislative Representative
ddolfie@cacities.org

Tobacco, Vaping, and E-Cigarettes

AB 422 (Friedman) Tobacco Products. Individuals Under 21 Years of Age.

This measure would authorize cities to adopt an ordinance prohibiting someone under 21 from possessing tobacco products.

Cal Cities Position: Pending

Homelessness

SB 344 (Hertzberg) California Emergency Solutions and Housing Program. Grants. Homeless Shelters. Pets and Veterinary Services.

This measure would require the Department of Housing and Community Development (HCD) to develop and administer a program to award grants to qualified homeless shelters to provide shelter, food, and basic veterinary services for pets owned by people experiencing homelessness.

Cal Cities Position: Support

Disaster and Emergency Response

AB 418 (Valladares) Emergency Services. Grant Program.

This measure would establish the Community Power Resiliency Program, via the California Office of Emergency Services (Cal OES), to support local governments in priority areas including schools, elections offices, food storage reserves, COVID-19 testing sites, and traffic signals and street lamps.

Upon appropriation, this measure would provide these grants to local governments, special districts, and tribes for various purposes relating to power resiliency, and would require those entities applying for funding to describe the portion of their emergency plan that includes power outages.

Cal Cities Position: Pending

Disaster and Emergency Response

AB 536 (Rodriguez) Office of Emergency Services. Mutual Aid Gap Analysis.

This measure would require Cal OES to prepare a gap analysis of the state's mutual aid systems on a biennial basis, beginning on January 1, 2022. The measure would also require the gap analysis to be provided to specified committees of the Legislature no later than February 1, 2022, and by February 1 thereafter on a biennial basis.

Cal Cities Position: Pending

Disaster and Emergency Response

AB 580 (Rodriguez) Emergency Services. Vulnerable Populations.

This measure would require Cal OES to add “access and functional needs” person to pertinent committees tasked with emergency management.

Cal Cities Position: Pending

Disaster and Emergency Response

AB 973 (Rodriguez) Office of Emergency Services. California Disaster Assistance Act. Annual Report.

This measure would require Cal OES by January 15, 2022, and annually thereafter, to submit a written report to the Assembly Committee on Emergency Management, the Assembly Committee on Budget, the Senate Committee on Governmental Organization, and the Senate Committee on Budget and Fiscal Review that details the priority investments and expenditures of funds made available pursuant to the California Disaster Assistance Act.

Cal Cities Position: Pending

Disaster and Emergency Response

AB 1071 (Rodriguez) Office of Emergency Services. Tabletop Exercises.

This measure would require Cal OES to biennially convene key personnel and agencies that have emergency management roles and responsibilities to participate in tabletop exercises in which the participant's emergency preparedness plans are discussed and evaluated under various simulated catastrophic disaster situations.

Cal Cities Position: Pending

Questions?

Environmental Quality

Derek Dolfie, Legislative Representative
ddolfie@cacities.org

Solid Waste and Recycling

SB 619 (Laird) Organic Waste. Reduction Regulations.

This measure would delay the implementation date of CalRecycle's SB 1383 regulations for an unspecified amount of time.

Cal Cities Position: Pending Support

AB 818 (Bloom) Solid Waste. Premoistened Nonwoven Disposable Wipes.

This measure would require certain disposable wipes manufactured on or after July 1, 2022, to be labeled clearly and conspicuously with the phrase "Do Not Flush" and a related symbol.

Cal Cities Position: Support

Solid Waste and Recycling

SB 343 (Allen) Environmental Advertising. Recycling Symbol.

This measure would only allow products CalRecycle deems to be “recyclable” to use the “chasing arrows” recycling symbol

Cal Cities Position: Pending

AB 1200 (Ting) Plant-Based Food Packaging. Cookware. Hazardous Chemicals.

This measure would prohibit, beginning January 1, 2022, the sale of any food packaging that contains intentionally added PFAS chemicals.

Cal Cities Position: Pending

Solid Waste and Recycling

AB 1201 (Ting) Solid Waste. Plastic Products. Labeling. Composability and Biodegradability.

This measure would prohibit from using the term “compostable” unless it meets specific criteria developed by CalRecycle.

Cal Cities Position: Pending

SB 54 (Allen) Plastic Pollution Producer Responsibility Act.

This measure would prohibit producers of single-use, disposable packaging or single-use, disposable food service ware products from offering for sale, selling, distributing, or importing in or into the state such packaging or products that are manufactured on or after January 1, 2032, unless they are recyclable or compostable. (Spot Bill)

Cal Cities Position: Watch

Solid Waste and Recycling

AB 881 (Gonzalez) Plastic Waste. Diversion. Recycling. Export.

This measure would make the export out of the country of a mixture of plastic wastes “disposal”, unless the mixture includes only certain plastics, in which case that export would constitute diversion through recycling. The measure would bring California in compliance with the Basel Convention.

Cal Cities Position: Pending

SB 38 (Wieckowski) Beverage Containers.

This measure would require distributors of beverage containers in the state to form a beverage container stewardship organization to take back CRV bottles and can. The measure would completely overhaul the current bottle bill to replace with the Oregon model.

Cal Cities Position: Watch

Solid Waste and Recycling

AB 1454 (Bloom) The California Beverage Container and Litter Reduction Act.

This measure would create a nine-member Beverage Container Recycling Program Advisory Board to advise CalRecycle on the beverage container recycling program. This measure would also make changes to help address California Redemption Value (CRV) redemption center issues.

Cal Cities Position: Pending

Climate Change and Air Quality

AB 897 (Mullin) Office of Planning and Research. Regional Climate Networks. Climate Adaptation Action Plans.

This measure would authorize “eligible entities” to establish and participate in a regional climate network. This measure would also require the Office of Planning and Research (OPR) to develop guidance that establish how a regional climate network may develop a regional climate adaptation action plan.

Cal Cities Position: Taking to EQ Policy Committee.

Climate Change and Air Quality

AB 585 (Luz Rivas) Extreme Heat and Community Resilience Program

This measure would require OPR to establish the Extreme Heat and Community Resilience Program to coordinate the state's efforts to address extreme heat and to facilitate the implementation of regional and state climate change planning into effective projects. The measure would, upon appropriation from the Legislature, award competitive grants to eligible entities for implementation of those projects.

Cal Cities Position: Pending

Climate Resiliency Bonds

AB 1500 (E. Garcia) Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, and Workforce Development Bond Act of 2022.

This measure would place a \$6.7 billion bond on the November 8, 2022 ballot.

Cal Cities Position: Pending Support

SB 45 (Portantino) Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2022.

This measure would place a \$5.510 billion bond on the November 8, 2022 ballot.

Cal Cities Position: Pending Support

Energy and Utilities

SB 617 (Wiener) Residential Solar Energy Systems. Permitting.

This measure would require every city and county, over 10,000 population, to implement an online, automated permitting platform that verifies code compliance and instantaneously issues permits for a residential photovoltaic solar energy system and an energy storage system paired with a residential photovoltaic solar energy system. This measure would also require that cities offer, at no extra cost, a video or remote inspection service.

Cal Cities Position: Pending Oppose

Energy and Utilities

AB 1124 (Friedman) Solar Energy Systems.

This measure would revise the definition of “solar energy system” to include any structural design feature by eliminating the provision that it be a feature of a building.

Cal Cities Position: Pending

Energy and Utilities

SB 612 (Portantino) Electrical Corporations and Other Load-Serving Entities. Allocation of Legacy Resources.

This measure would add new sections to the Public Utilities Code designed to ensure fair and equal access to the benefits of legacy resources, and ensure resources held in the Investor Owned Utility (IOU) portfolios are managed to maximize value for all customers. This measure would also provide Community Choice Aggregator (CCA), IOU, and direct access customers equal right to receive legacy resource products that were procured on their behalf in proportion to their load share if they pay the full cost of those products.

Cal Cities Position: Pending Support

Energy and Utilities

SB 99 (Dodd) Community Energy Resilience Act of 2021.

This measure would require the Energy Commission (CEC) to develop and implement a grant program for local governments to develop community energy resilience plans. The measure would also require the CEC to develop and adopt project evaluation guidelines for applicants to submit a funding proposal to develop a community energy resilience plan.

If a local government receives funding from this program they must conduct an analysis of critical facilities, identify areas most likely to experience loss of power, and include a preliminary feasibility analysis of expected costs and benefits for anticipated projects in the city.

Cal Cities Position: Pending

Sea Level Rise and Coastal Issues

SB 1 (Atkins) Coastal Resources. Sea Level Rise.

This measure would create the California Sea Level Rise State and Regional Support Collaborative. The Collaborative, upon appropriation, would be authorized to spend \$100 million in grants to local governments to update local and regional land use plans to take into account sea level rise, and for directly related investments to implement those plans.

Cal Cities Position: Pending

Sea Level Rise and Coastal Issues

SB 83 (Allen) California Infrastructure and Economic Development Bank. Sea Level Rise Revolving Loan Program.

This measure would create the Sea Level Rise Revolving Loan Program within the California Infrastructure Bank (IBank) to provide low-interest loans to local jurisdictions for the purchase of coastal properties in their jurisdictions identified as vulnerable coastal property.

Cal Cities Position: Pending

Sea Level Rise and Coastal Issues

SB 418 (Laird) Sea Level Rise Planning. Database.

This measure would extend the sunset date for OPR's Planning for Sea Level Rise Database from January 1, 2023 to January 1, 2024.

Cal Cities Position: Pending

Hazardous Materials & Waste

AB 332 (Committee on Environmental Safety and Toxic Materials) Hazardous Waste. Treated Wood Waste. Management Standards.

This measure would create a stop gap measure to extend treated wood waste variances that sunset this year.

Cal Cities Position: Pending Support

Hazardous Materials & Waste

AB 1 (C. Garcia) Hazardous Waste.

This measure would reform the Department of Toxic Substances Control. This measure would, among other things, also create the Board of Environmental Safety in the California Environmental Protection Agency.

Cal Cities Position: Watch

Wildfires and Disasters

AB 1403 (Levine) Emergency Services.

This measure would add “deenergization”, defined as a planned public safety power shutoff, within the conditions constituting a state of emergency and a local emergency.

Cal Cities Position: Support

SB 52 (Dodd) State of Emergency. Local Emergency. Sudden and Severe Energy Shortage. Planned Power Outage.

This measure would expand the definition of “sudden and severe energy shortage” to include a “deenergization event,” defined as a planned power outage, as specified, and would make a deenergization event one of those conditions constituting a state of emergency and a local emergency.

Cal Cities Position: Support

Wildfires and Disasters

SB 109 (Dodd) Office of Emergency Services. Office of Wildfire Technology Research and Development.

This measure would establish the Office of Wildfire Technology Research and Development within Cal OES. The measure would make the Office responsible for studying, testing, and advising regarding procurement of emerging technologies and tools in order to more effectively prevent and suppress wildfires, and serve as the central organizing hub for the state government's identification of emerging wildfire technologies.

Cal Cities Position: Support

Wildfires and Disasters

SB 468 (Dodd) State of Emergency. Local Emergency. Electromagnetic Pulse Attack.

This measure would add “electromagnetic pulse attack” among those conditions constituting a state of emergency or local emergency.

Cal Cities Position: Pending

Water and Water Quality

AB 377 (Rivas) Water Quality. Impaired Waters.

This measure, among other things, would require all surface waters in California to be fishable, swimmable, and drinkable by 2050. Further, the measure would completely overhaul the current Municipal Separate Storm Sewer System (MS4) and regulatory storm water permitting structure.

Cal Cities Position: Oppose

Water and Water Quality

SB 222 (Dodd) Water Affordability Assistance Program.

This measure would establish a water affordability assistance program for the state. The measure also would establish a “Water Affordability Assistance Fund” in the State Treasury to help provide water affordability assistance, for both drinking water and wastewater services, to low-income ratepayers and ratepayers experiencing economic hardship in California. This could include direct water bill assistance for water customers.

Cal Cities Position: Pending

Water and Water Quality

SB 223 (Dodd) Discontinuation of Residential Water Service.

This measure would require all public water systems (with under 200 connections) to have a written policy on discontinuation of residential water service in multiple languages, and include provisions for not shutting off water for certain customers meeting specified criteria, prohibit shutoff of water service until the bill has been delinquent for 60 days, and cap the reconnection fees for restoring water service.

This measure would also require the written policy for all water systems on discontinuation of residential service for nonpayment to include an arrearage management plan.

Cal Cities Position: Pending

Water and Water Quality

AB 1434 (Friedman) Urban Water Use Objectives. Indoor Residential Water Use.

This measure would establish, beginning January 1, 2023, until January 1, 2025, the standard for indoor residential water use as 48 gallons per capita daily. The measure would establish, beginning January 1, 2025, the standard as 44 gallons per capita daily and, beginning January 1, 2030, 40 gallons per capita daily. The measure would eliminate the requirement that the Department of Water Resources, in coordination with the State Water Resources Control Board (SWRCB), conduct necessary studies and investigations and jointly recommend to the Legislature a standard for indoor residential water use.

Cal Cities Position: Pending

Water and Water Quality

SB 323 (Caballero) Local Government. Water or Sewer Service. Legal Actions.

This measure would create a 120-day window for legal challenges to water rates after the effective date.

Cal Cities Position: Support

Water and Water Quality

SB 426 (Rubio) Municipal Separate Storm Sewer Systems. Financial Capability Analysis.

This measure would require the SWRCB to establish financial capability assessment guidelines for MS4 permittees that are adequate and consistent when considering the costs to local jurisdictions.

Cal Cities Position: Support

Questions?

Revenue and Taxation

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Sales Tax Exemptions and Exclusions

AB 217 (Valladares) Sales and Use Taxes. Exemption. Tax Holiday. School Supplies.

This measure would provide a sales tax exemption for a whole list of school supplies for a single back-to-school buying season (July 30, 2022 to August 1, 2022).

Cal Cities Position: Oppose

Sales Tax Exemptions and Exclusions

AB 607 (Arambula) Sales and Use Taxes. Exemptions. Blood Screening.

This measure would provide a five-year sales and use tax exemption for licensed blood bank equipment and supplies.

Cal Cities Position: Oppose

Sales Tax Exemptions and Exclusions

AB 879 (Rubio) California Tax Amnesty and Revenue Recovery Act.

This measure would require the California Department of Tax and Fee Administration (CDTFA) to open a penalty free payment window from February 2022 to March 2022 to incentivize tax payments.

Cal Cities Position: Watch

Sales Tax Exemptions and Exclusions

AB 906 (Carrillo) Zero-emission Trucks. Tax and Fee Exemptions.

This measure would exempt zero emission heavy duty trucks from sales tax, vehicle license fees, registration fees, *and* weight fees.

Cal Cities Position: Watch

Sales Tax Exemptions and Exclusions

AB 1121 (Rodriguez) Sales and Use Taxes. Emergency Preparation Items.

This measure would exempt specified emergency preparedness items during a three-day period the last week of June for the next two years.

Cal Cities Position: Oppose

SB 771 (Becker) Sales and Use Taxes. Zero Emission and Hybrid Vehicles Exemption.

This measure would exempt full and hybrid electric vehicles valued under \$25,000 from sales and use taxes.

Cal Cities Position: Oppose

Soda Tax

AB 1163 (Nazarian) Local government: taxation: prohibition: groceries.

This measure would restore local authority to tax carbonated and non-carbonated non-alcoholic beverages.

Cal Cities Position: Watch

Online Sales

AB 1402 (Levine) Marketplace Facilitator. Fee Collection.

This measure would expand the online sales tax collection framework, installed after the Wayfair decision, to include any fees that should be collected on sales.

Cal Cities Position: Watch

SB 792 (Glazer) Sales and Use Tax. Retailers. Reporting.

This measure would require online retailers, with over \$1 million in sales, to report to CDTFA the city and zip code of the purchaser of a product.

Cal Cities Position: Watch

Property Taxes

SB 219 (McGuire) Property Taxation. Delinquent Penalties and Costs. Cancellation. Public Health Orders.

This measure would provide tax collectors authority and clarity to provide penalty relief to delinquent taxpayers due to economic hardship because of shelter-in-place orders. Taxpayers would have to pay the principal to receive penalty relief.

Cal Cities Position: Support

SB 539 (Hertzberg) Proposition 19. Intergenerational Transfers.

This measure would implement Proposition 19 (The Home Protection for Seniors, Severely Disabled, Families, and Victims of Wildfire or Natural Disasters Act) and clarify law about responsibilities, documentation, and oversight.

Cal Cities Position: Watch

Diners, Drive-Ins, and Dives

AB 286 (Gonzalez) Food Delivery Platform Fees.

This measure would issue statewide limits on platform delivery fees.

Cal Cities Position: Watch

AB 1181 (Nguyen) Local Restaurant Fee Prohibition and Refunds. This measure would prohibit cities and counties from imposing or collecting license fees from restaurants from January 1, 2020 through 2021. It would also require a full refund of any collected fees.

Cal Cities Position: Oppose

Short-Term Rentals

SB 60 (Glazer) Residential Short-term Rental Ordinances. Health or Safety Infractions. Maximum Fines.

This measure would raise the maximum fines for violation of an ordinance relating to a residential short-term rental that is an infraction and poses a threat to health or safety, to \$1,500 for a first violation, \$3,000 for a second violation of the same ordinance within one year, and \$5,000 for each additional violation of the same ordinance within one year of the first violation.

Cal Cities Position: Watch

Short-Term Rentals

SB 555 (McGuire) Online Short-Term Rental Facilitator Program.

This measure would provide an opt-in program for cities to delegate short-term rental Transient Occupancy Tax (TOT) collection authority to CDTFA. It would also require short-term rental platforms to register with CDTFA and collect TOT.

Cal Cities Position: Watch

Economic Development: EIFD and CRIA

SB 696 (Allen) Enhanced Infrastructure Financing Districts (EIFDs) Powers.

This measure would provide EIFDs with powers to acquire property and utilize eminent domain similar to powers provided to Community Revitalization and Investment Authorities (CRIAs). The measure would allow the state to participate in EIFDs and contribute state resources.

Cal Cities Position: Watch

Economic Development: EIFD and CRIA

SB 780 (Cortese) Local finance: public investment authorities.

This measure would provide several revisions to the EIFD and CRIA laws intended to further incentivize their use and attract investors. The measure would also remove the 10 year protest provision.

Cal Cities Position: Watch

Questions?

Transportation, Communications, and Public Works

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Broadband: California Advanced Services Fund

AB 14 (Aguiar-Curry) Communications. Broadband Services. California Advanced Services Fund.

SB 4 (Gonzalez) Communications. California Advanced Services Fund.

These measures would reform the existing California Advanced Services Fund (CASF) surcharge to help close the digital divide.

- Continue to fund CASF beyond the original 2022 sunset date;
- Make it easier for local governments to apply for these grants;
- Expand the definition of unserved;
- Create Bond Financing and Securitization Accounts; and
- Develop a model for streamlined permits through the Governor's Office of Business and Economic Development.

Cal Cities Position: Support

Broadband Bond

AB 34 (Muratsuchi) Communications. Broadband for All Act of 2022.

This measure would declare the intent of the Legislature to enact the Broadband for All Act of 2022, a \$10 billion general obligation bond measure for the statewide general election ballot on November 8, 2022.

- Allocate funding to cities, counties, special districts, school districts, universities, community colleges, state emergency service providers, California Native American tribes, and joint power authorities;
- Reserve 25% of funding for unserved or disadvantaged communities; and
- Direct the Department of Technology to administer funds.

Cal Cities Position: Support in Concept

Broadband: Permitting

SB 378 (Gonzalez) Local Government. Broadband Infrastructure Development Project Permit Processing. Microtrenching Permit Processing Ordinance.

This measure would:

- Give providers of fiber facilities sole authority to determine the method of installation of fiber; and
- Forbid local governments from “prohibiting, or unreasonably discriminating in favor of or against the use of, aerial installations, open trenching or boring, or microtrenching.”

Cal Cities Position: Pending Oppose

Broadband: Permitting (FCC)

AB 537 (Quirk) Local Permitting. Broadband Projects.

This measure would:

- Implement FCC rules around broadband permitting into state law; and
- Prohibit cities and counties from unreasonably discriminating in favor of or against any particular technology in the broadband permitting process.

Cal Cities Position: Pending Oppose

SB 556 (Dodd) Utility Poles and Support Structures. Attachments.

This measure would:

- Implement FCC rules around broadband permitting into state law; and
- Require cities and counties to make utility poles, traffic signal poles, street light poles available to telecommunications providers;

Cal Cities Position: Pending Oppose

Broadband: DIVCA

SB 28 (Caballero) Rural Broadband and Digital Infrastructure Video Competition Reform Act of 2021.

This measure would:

- Allow the California Public Utilities Commission to conduct hearings to determine if a Digital Infrastructure Video Competition (DIVCA) license should be transferred back for future licensing to a local franchising authority; and
- Require the following state departments - General Services, Transportation, Education, and Technology - to identify all state real properties, rights of way, and other resources suitable for a public private partnership for broadband network development.

Cal Cities Position: Watch

Micromobility

AB 859 (Irwin) Mobility Devices. Personal Information.

This measure would limit the type of data local agencies could receive from for-profit mobility providers, operating in their jurisdictions, to only aggregated data.

Cal Cities Position: Oppose

Electric Vehicle Charging

AB 970 (McCarty) Planning and Zoning. Electric Vehicle Charging Stations. Permit Application. Approval.

This measure would create a 15-day deemed approved permit shot clock for electric vehicle charging stations.

Cal Cities Position: Pending Oppose

Local Streets and Roads: SB 1

AB 1035 (Salas) Transportation. Road Maintenance and Rehabilitation Program. Recycled Material.

This measure would require cities and counties to adopt specifications for the use of recycled materials from the Department of Transportation's most recently published standard specifications book to maintain eligibility for SB 1 funding by 2022.

Cal Cities Position: Pending

Emergency Telecommunications

AB 1060 (Rodriguez) Governor's Office of Emergency Services. California Alert.

This measure would establish a statewide emergency alert system where local emergency alerts are backed up by a statewide system with the same capabilities. This system would:

- Ensure uniform alerts are being sent when emergencies or disasters affect multiple jurisdictions; and
- Seek to increase the number of people who receive emergency alerts.

Cal Cities Position: Pending

Seismic Safety

AB 1329 (Nazarian) Building Codes: Earthquakes: Functional Recovery Standard.

This measure would require the Building Standards Commission to develop, adopt, and publish building standards that would require new construction of buildings, to be designed and built to a functional recovery standard.

Cal Cities Position: Watch

Emergency Telecommunications

SB 341 (McGuire) Telecommunications Service. Outages.

This measure would:

- Require each provider of telecommunications service to maintain a public outage map on its website showing outages; and
- Require the CPUC to develop and implement backup electrical supply rules requiring providers of telecommunications service to maintain backup electrical supply for their infrastructure sufficient to maintain service for at least 72 hours.

Cal Cities Position: Support

Bike Safety

AB 122 (Boerner Horvath) Vehicles. Required Stops. Bicycles.

This measure would allow bicyclists to yield at stop signs instead of making complete stops.

Cal Cities Position: Watch

Questions?

Housing, Community and Economic Development

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Planning and Zoning

SB 6 (Caballero) Local Planning. Housing in Commercial Zones.

This measure would create the Neighborhood Homes Act, which would require cities to allow housing development projects on lots zoned for office or retail commercial that is not adjacent to an industrial use.

Cal Cities Position: Oppose Unless Amended

Planning and Zoning

SB 8 (Skinner) Housing Crisis Act of 2019.

This measure would extend the sunset date for the Housing Crisis Act of 2019 from 2025 to 2030. The Housing Crisis Act declared a statewide housing crisis and froze nearly all development related fees once a developer submits a “preliminary” application, including essential project specific fees.

Cal Cities Position: Oppose

Planning and Zoning

SB 9 (Atkins) Housing Development Approvals.

This measure would require a local government to ministerially approve a housing development containing two residential units in single-family zones. Additionally, this measure would require local governments to ministerially approve urban lot split.

Cal Cities Position: Oppose Unless Amended

SB 10 (Wiener) Planning and Zoning. Density.

This measure would, notwithstanding any local restrictions on adopting zoning ordinances, authorize a local government to pass an ordinance to zone any parcel for up to 10 units of residential density per parcel, at a height specified in the ordinance, if the parcel is located in a transit-rich area, a jobs-rich area, or an urban infill site.

Cal Cities Position: Watch

Planning and Zoning

SB 15 (Portantino) Housing Development. Incentives. Rezoning of Idle Retail Sites.

This measure, upon appropriation by the Legislature in the annual Budget Act or other statute, would require the Housing and Community Development Department to administer a program to provide incentives in the form of grants allocated to local governments that rezone idle sites used for a big box retailer or a commercial shopping center to instead allow the development of workforce housing.

Cal Cities Position: Support

Planning and Zoning

SB 55 (Stern) Very High Fire Hazard Severity Zone. State Responsibility Area. Development Prohibition.

This measure would prohibit the creation or approval of a new commercial or residential development in a very high fire hazard severity zone (VHFHSZ) or a state responsibility area (SRA).

Cal Cities Position: Oppose

SB 478 (Wiener) Planning and Zoning Law. Housing Development Projects.

This measure would prohibit a local agency from imposing standards, including a minimum lot size that exceeds an unspecified number of square feet on parcels zoned for at least 2 units, but not more than 4 units, or a minimum lot size that exceeds an unspecified number of square feet on parcels zoned for at least 5 units, but not more than 10, units. This measure would also prohibit a city from imposing a floor-to-area ratio standard that is less than 1.5.

Cal Cities Position: Pending

Planning and Zoning

SB 581 (Atkins) General plan.

This measure would require a city or county to include in their annual report, required under housing element law, whether the city or county is a party to a court action related to a violation of state housing law, and the disposition of that action.

Cal Cities Position: Pending

SB 809 (Allen) Multijurisdictional Regional Agreements. Housing Elements.

This measure would allow a city or county to satisfy part of its requirement to identify zones suitable for residential development by adopting and implementing a multijurisdictional regional agreement. A multijurisdictional regional agreement shall identify the jurisdiction that is contributing suitable land for residential development and the jurisdiction or jurisdictions that are contributing funding for that development.

Cal Cities Position: Pending

Planning and Zoning

AB 115 (Bloom) Planning and Zoning. Commercial Zoning. Housing Development.

This measure would require local governments to allow housing developments in all commercial zones as long as the housing development sets aside at least 20% of the total number of units for affordable housing. This includes for rent and for sale units.

Cal Cities Position: Oppose Unless Amended

AB 215 (Chiu) Housing Element.

This measure would require the Housing and Community Development Department (HCD) to notify a city, county, or city and county, and authorizes HCD to notify the office of the Attorney General, that the city, county, or city and county is in violation of the Housing Crisis Act of 2019 (SB 330).

Cal Cities Position: Watch

Planning and Zoning

AB 617 (Davies) Planning and Zoning. Regional Housing Needs. Exchange of Allocation.

This measure would authorize a city or county, by agreement, to transfer all or a portion of its allocation of regional housing need to another city or county. This measure would also allow the transferring city to pay the transferee city or county an amount determined by that agreement, as well as a surcharge to offset the impacts and associated costs of the additional housing on the transferee city.

Cal Cities Position: Pending

Planning and Zoning

AB 1258 (Nguyen) Housing Element. Regional Housing Need Plan. Judicial Review.

This measure would subject the final regional housing need plan to judicial review.

Cal Cities Position: Watch

Planning and Zoning

AB 1295 (Muratsuchi) Residential Development Agreements. Very High Fire Risk Areas.

This measure, beginning on or after January 1, 2022, would prohibit the legislative body of a city or county from entering into a residential development agreement for property located in a very high fire risk area. The bill would define “very high fire risk area” for these purposes to mean a very high fire hazard severity zone designated by a local agency or a fire hazard severity zone classified by the director.

Cal Cities Position: Oppose

Planning and Zoning

AB 1322 (Bonta) Land Use. Single-Family Homes.

This measure would, commencing January 1, 2022, prohibit enforcement of single-family zoning provisions in a charter city's charter if more than 90% of residentially zoned land in the city is for single-family housing or if the city is characterized by a high degree of zoning that results in excluding persons based on their rate of poverty, their race, or both.

Cal Cities Position: Pending

Planning and Zoning

AB 1401 (Friedman) Residential and Commercial Development. Parking Requirements.

This measure would prohibit a local government from imposing a minimum parking requirement, or enforcing a minimum parking requirement, on residential, commercial, or other development if the development is located on a parcel that is within one-half mile walking distance of public transit or located within a low-vehicle miles traveled area.

Cal Cities Position: Oppose

Planning and Zoning

AB 1551 (Santiago) Planning and Zoning. Housing. Adaptive Reuse of Commercial Space.

This measure would prohibit a city that has not met its share of the regional housing need from restricting the adaptive reuse of commercial space for residential use if that commercial space was constructed no more than 5 years before the date on which the applicant submits an application for a conditional use permit or other discretionary approval for the adaptive reuse of that commercial space.

Cal Cities Position: Oppose Unless Amended

Accessory Dwelling Units (ADU)

SB 765 (Stern) Accessory Dwelling Units. Setbacks.

This measure would remove the four foot maximum setback requirement and would instead provide that the rear and side yard setback requirements for accessory dwelling units may be set by the local agency. This measure would also authorize an accessory dwelling unit applicant to submit a request to the local agency for an alternative rear and side yard setback requirement if the local agency's setback requirements make the building of the accessory dwelling unit infeasible.

Cal Cities Position: Pending

Affordable Housing

SB 5 (Atkins) Housing Bond.

This measure expresses the intent of the Legislature to authorize the issuance of a \$6.5 billion bond to fund unspecified housing-related programs.

Cal Cities Position: Pending

Homelessness

SB 621 (Eggman) Conversion of Motels and Hotels. Streamlining.

This measure would authorize a development proponent to submit an application for a development for the complete conversion of a structure with a certificate of occupancy as a motel or hotel into multifamily housing units to be subject to a streamlined, ministerial approval process, provided that the development proponent reserves an unspecified percentage of the proposed housing units for lower income households, unless a local government has affordability requirements that exceed these requirements. This measure would not apply to a hotel or motel conversion on a site that is in a coastal zone, as defined.

Cal Cities Position: Pending

Homelessness

AB 71 (Rivas, Luz) Homelessness Funding. Bring California Home Act.

This measure would generate \$2.4 billion of state funding for long-term solutions to homelessness. These funds will go to local governments to invest in housing solutions that take into account a community's unique needs, whether urban or rural. The measure does so by conforming to federal tax law to close corporate tax loopholes and restoring historic corporate tax rates on corporations with \$5 million or more in profits.

Cal Cities Position: Pending

Homelessness

AB 816 (Chiu) State and Local Agencies. Homelessness Plan.

This measure would, on or before January 1, 2023, require each local agency to submit to HCD an actionable county-level plan for meeting specific annual benchmarks with the goal of reducing homelessness by 90% by 2029. Additionally, this measure would allow the Inspector General to bring an action against the state, a local agency, or a city to compel compliance with the homelessness action plan.

Cal Cities Position: Pending

Homelessness

AB 1220 (Rivas, Luz) Homelessness. Office to End Homelessness.

This measure would create the Office to End Homelessness, which would be administered by the Secretary on Homelessness appointed by the Governor. This measure would require that the office serve the Governor as the lead entity for ending homelessness in California and would task the office with coordinating homelessness programs, services, data, and policies between federal, state, and local agencies, among other responsibilities.

Cal Cities Position: Pending

Homelessness

AB 1372 (Muratsuchi) Right to Temporary Shelter.

This measure would require every city, or every county in the case of unincorporated areas, to provide every person who is homeless with temporary shelter, mental health treatment, resources for job placement, and job training until the person obtains permanent housing if the person has actively sought temporary shelter in the jurisdiction for at least 3 consecutive days and has been unable to gain entry into all temporary shelters they sought for specified reasons. This measure would require the city or county to provide a rent subsidy, if it is unable to provide temporary shelter. This measure would also authorize a person who is homeless to enforce the bill's provisions by bringing a civil action.

Cal Cities Position: Pending

Development Fees

SB 695 (Ochoa Bogh) Mitigation Fees.

This measure would make numerous changes to how cities impose development fees. Changes include expanding nexus study requirements to include dedications of parkland or in-lieu fees imposed under the Quimby Act and construction excise taxes. This measure would prohibit a housing impact requirement from exceeding the amount necessary to maintain the existing level of service identified in the nexus study for the type of capital facility for which the housing impact requirement is imposed.

Cal Cities Position: Oppose

Development Fees

AB 602 (Grayson) Development Fees.

This measure is a SPOT BILL that would make changes to the Mitigation Fee Act.

Cal Cities Position: Watch

ACA 1 (Aguiar-Curry) Local Government Financing. Affordable Housing and Public Infrastructure. Voter Approval.

This measure would reduce the voting threshold to 55% for ad valorem taxes to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes.

Cal Cities Position: Support

Miscellaneous

ACA 7 (Muratsuchi) Local government. Police Power. Municipal Affairs. Land Use and Zoning.

This measure would, if approved by the voters, provide that a county or city ordinance or regulation enacted under the police power that regulates the zoning or use of land would prevail over conflicting general laws.

Cal Cities Position: Pending

Questions?

Governance, Transparency, and Labor Relations

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Elections

AB 37 (Berman) Elections. Vote By Mail ballots.

This measure would require a ballot to be mailed to every registered voter for every election.

Cal Cities Position: No Position

AB 53 (Low) Election Day. Holiday.

This measure would make the statewide election day a holiday by making Washington Day only observed in odd-numbered years.

Cal Cities Position: No Position. Taking to policy committee.

Elections

SB 443 (Newman) Elections. Redistricting.

This measure would revise the criteria used for local redistricting by changing to the criteria used for Senate, Assembly, and Congressional districts.

Cal Cities Position: Oppose

SB 590 (Allen) 2022 Statewide Primary Election. Terms Of Office.

This measure would resolve an issue affecting some cities that have council members impacted by the change of statewide primary date in 2022.

Cal Cities Position: Support

Brown Act

AB 339 (Lee) Local Government. Open Meetings.

This measure would:

- Require all meetings to allow attendance via a call-in option or an internet-based service;
- Require the translation of agendas and documents explaining how to access the meeting in languages spoken by 5% of the jurisdictions population; and
- Require public agencies to employ a sufficient number of translators to provide translation services during a meeting.

Cal Cities Position: Oppose

AB 361 (R. Rivas) Open meetings. Local Agencies.

This measure would codify the Governor's executive orders relating to the Brown Act in the case of a statewide or local declared emergency.

Cal Cities Position: Support

Brown Act

AB 703 (Rubio) Open meetings. Local Agencies.

This measure would remove current teleconferencing requirements from law and would require local agencies to implement a system for resolving Americans with Disabilities Act issues swiftly if the entire meeting is teleconferenced.

Cal Cities Position: No Position

Public Records Act

AB 473 and AB 474 (Chau) California Public Records Act.

These measures would recast and recodify the Public Records Act and would make conforming revisions to law.

Cal Cities Position: No position. Taking to policy committee.

Labor Relations

AB 237 (Gray) Public Employment. Unfair Practices.

This measure would require public agencies to continue to provide health insurance to employees on a strike.

Cal Cities Position: No Position

SB 270 (Durazo) Public Employment. Labor Relations.

This measure would make it an unfair labor practice if mistakes are made in statutorily required information to be provided to an employees exclusive representative.

Cal Cities Position: Oppose

Workers' Compensation

- **SB 284 (Stern) Workers' compensation: firefighters and peace officers: post-traumatic stress (PTSD).**

This measure would expand the PTSD presumption for workers' compensation to classifications previously excluded.

Cal Cities Position: Oppose

Pension

AB 845 (Rodriguez) Disability Retirement. COVID-19 Presumption.

This measure would allow an individual to retire with a disability pension as a result of a COVID-19 illness.

Cal Cities Position: No Position. Taking to policy committee.

SB 278 (Leyva) Public Employees' Retirement System. Disallowed Compensation.

This measure would require in instances of disallowed compensation that a public agency must continue to paying a retiree the amount reduced in their retirement allowance.

Cal Cities Position: Oppose

Questions?

Public Safety

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Minimum Qualifications for Law Enforcement

AB 89 (Jones-Sawyer) Peace Officers. Minimum Qualifications.

This measure would increase the minimum qualifying age for peace officers, from 18 to 25 years of age, unless the individual has a bachelor's or advanced degree from an accredited college or university.

Cal Cities Position: Pending. Taking to policy committee.

SB 387 (Portantino) Peace Officers. Certification, Education, and Recruitment.

This measure would:

- Require Peace Officers Standards Training (POST) to work with stakeholders to develop a list of courses to include as requirements for obtaining a basic certificate.
- Establish the Statewide Law Enforcement Education Fund
- Require POST to establish statewide K-12 recruitment teams

Cal Cities Position: Pending. Taking to policy committee.

Decertification of Law Enforcement

AB 60 (Salas) Law Enforcement.

This measure would disqualify a person from being employed as a peace officer if that person has been convicted of, or has been adjudicated by a military tribunal as having committed an offense that would have been a felony if committed in this state following POST substantiation.

Cal Cities Position: Pending. Taking to policy committee.

SB 2 (Bradford) Peace Officers. Certification: Civil Rights.

This measure would outline standards for peace officer decertification and would eliminate qualified immunity for peace officers and custodial officers, or public entities employing peace officers or custodial officers sued under the act.

Cal Cities Position: Oppose

Release of Law Enforcement Records

AB 603 (McCarty) Law Enforcement Settlements and Judgments. Reporting.

This measure would require municipalities to annually post information relating to settlements and judgments resulting from allegations of improper police conduct.

Cal Cities Position: Pending. Taking to policy committee.

Release of Law Enforcement Records

SB 16 (Skinner) Peace Officers. Release of Records.

This measure would:

- Make every incident involving use of force, sustained findings of unlawful arrests and unlawful searches, and incidents where a peace officer or custodial officer engaged in conduct involving prejudice or discrimination on the basis of specified protected classes to be subject to disclosure
- Require indefinite retention of all complaints and related reports or findings currently in the possession of a department or agency
- Require records subject to disclosure to be provided no later than 45 days from the date of a request for their disclosure, and would impose a civil fine not to exceed \$1,000 per day for each day beyond 30 days that records subject to disclosure are not disclosed.

Cal Cities Position: Oppose

Officer Use of Force

AB 26 (Holden) Peace Officers. Use of Force.

This measure would:

- Require officers to immediately report incidents of force and to intercede when observing another officer using excessive force.
- Make excessive force resulting in great bodily injury or death and failure to intercede with another officer would result in disqualification from law enforcement.
- Make an observing officer who does not intercede and/or report an incident an accessory to the crime

Cal Cities Position: Pending

Officer Use of Force

AB 48 (Gonzalez) Law Enforcement. Kinetic Energy Projectiles and Chemical Agents.

This measure would:

- Prohibit the use of kinetic energy projectiles or chemical agents in order to disperse any assembly, protest, or demonstration, and would prohibit their use solely due to a violation of an imposed curfew, verbal threat, or noncompliance with a law enforcement directive.
- Limit those weapons only to be used to defend against a threat to life or serious bodily injury to any individual, including a peace officer

Cal Cities Position: Pending

Law Enforcement Investigations

AB 594 (McCarty) Law Enforcement Policies.

This measure would:

- Require an agency to cause a criminal investigation of specified force incidents to be conducted, and would prohibit a law enforcement agency from conducting the criminal investigation into those incidents involving an officer employed by that agency.
- Instead provide alternative protocols for investigations of those incidents, including investigation by the district attorney's office, another law enforcement agency, or a multiagency task force.

Cal Cities Position: Pending

Law Enforcement Investigations

AB 718 (Cunningham) Peace Officers. Investigations of Misconduct.

This measure would:

- Require a law enforcement agency or oversight agency to complete its investigation despite the peace officer's or custodial officer's voluntary separation from the employing agency.
- Require an agency that conducts an investigation of these allegations to disclose its findings with the employing agency no later than the conclusion of the investigation.

Cal Cities Position: Pending

SB 210 (Wiener) Automated License Plate Recognition Systems. Use of Data.

This measure would require Automated License Plate Reader (ALPR) data that does not match a hot list be destroyed within 24 hours.

Cal Cities Position: Pending Oppose

Law Enforcement Technology/Access

SB 98 (McGuire) Public Peace. Media Access.

This measure would:

- Require media access to law enforcement command posts and closed areas, and would prohibit law enforcement from intentionally assaulting, interfering with, or obstructing a duly authorized representative who is gathering, receiving, or processing information for communication to the public.
- Prohibit a duly authorized representative who is in a closed area from being cited for the failure to disperse, a violation of a curfew, or a violation of other, specified law.

Cal Cities Position: Pending

Mental Health

AB 988 (Bauer-Kahan) Mental Health. Mobile Crisis Support Teams. 988 Crisis Hotline.

This measure would establish the 988 Crisis Hotline Center, in compliance with existing federal law and standards governing the National Suicide Prevention Lifeline to be implemented by the Office of Emergency Services, including hiring a director with specified experience and designating a 988 crisis hotline center or centers to provide crisis intervention services and crisis care coordination to individuals accessing the 988.

Cal Cities Position: Support

Mental Health

AB 785 (Rivas) Mental Health.

This measure would establish the Mental Health Response and Treatment Challenge Grant Pilot Program through Board of State and Community Corrections to provide flexible funds to cities, counties, or other local governmental agencies that interact with the criminal justice system to develop programs that seek to improve services in three areas.

Cal Cities Position: Support

Bail/Pre-Trial Reform

AB 38 (Cooper) Statewide Bail Schedule.

This measure would require the Judicial Council to prepare, adopt, and annually revise a statewide bail schedule for all bailable felony offenses and for all misdemeanor and infraction offenses except Vehicle Code infractions. For a person charged with 2 or more offenses, the amount would be computed under the bail schedule for the charge having the highest amount of bail.

Cal Cities Position: Watch

AB 329 (Bonta) Bail.

This measure would require the Judicial Council to prepare, adopt, and annually revise a bail schedule for the exempt offenses.

Cal Cities Position: Watch

Bail/Pre-Trial Reform

SB 262 (Hertzberg) Bail.

This measure would require the Judicial Council to prepare, adopt, and annually revise a bail schedule for the exempt offenses. It would also require bail to be set at \$0 for all offenses except, among others, serious or violent felonies, violations of specified protective orders, battery against a spouse, sex offenses, and driving under the influence.

Cal Cities Position: Watch

AB 297 (Gallagher) Fire Prevention.

This measure would continuously appropriate \$480,000,000 and \$20,000,000 to the Department of Forestry and Fire Prevention and the California Conservation Corps, respectively, for fire prevention activities.

Cal Cities Position: Support

Cannabis

AB 725 (Ward) Cannabis Tax. Penalty.

This measure would remove the monetary penalty imposed on a licensee who fails to pay the excise or cultivation tax enacted by the Adult Use of Marijuana Act (AUMA), which requires these taxes and penalties to be deposited in the California Cannabis Tax Fund, a continuously appropriated fund, for specified purposes required under AUMA.

Cal Cities Position: Watch

SB 59 (Caballero) Cannabis Licenses.

This measure would extend the repeal date of provisional license provisions to July 1, 2028.

Cal Cities Position: Watch

SB 398 (Skinner) Cannabis Licenses. Cannabis Licensing Agreements. Cannabis Excise Tax.

This measure would allow cities having difficulty enacting regulations governing local cannabis businesses, to give that regulatory authority over to the state, on a purely voluntary basis.

Cal Cities Position: Pending

Gambling Establishments

AB 1321 (Lackey) Gambling Establishments.

This measure would explicitly authorize a city, county, or city and county to expand, by ordinance, the number of tables permitted in a gambling establishment.

Cal Cities Position: Support

SB 576 (Archuleta) Gambling. Local Moratorium.

This measure would extend until January 1, 2028, the moratorium on cities and counties regarding expansions for legal gaming beyond what was permitted on January 1, 1996.

Cal Cities Position: Oppose

Questions?

Thank you!



City of Wasco City Council

(661) 758-7214 Fax (661) 758-5411
746 8th Street, Wasco, CA 93280
www.cityofwasco.org

March 16, 2021

Brian Kelly, CEO
California High-Speed Rail Authority
770 L Street, Suite 620
Sacramento, CA 95814

Re: INFRA Funding Opportunity by US DOT

Dear CEO Kelly:

The City of Wasco (City) is pleased to provide this letter of support for the California High-Speed Rail Authority's (Authority) proposal for federal funding under the Infrastructure for Rebuilding America (INFRA) grant to construct the Wasco SR 46 Project.

The SR 46 Project (Project) is within the city limits of Wasco, and the Project improvements included in this proposal will have profound and long-lasting positive effects for the City. Further, the City is willing to assist the Authority with creative financial leveraging by providing a laydown yard for the duration of Project construction should the Authority demolish the existing (vacant) structures on the site to create the laydown yard.

Currently, the City is experiencing a multitude of struggles that the Project would improve and/or completely resolve:

First, the existing intersection to be addressed in this Project is a two-lane underpass at a BNSF RR crossing. The BNSF crossing is 14'6" above grade and doesn't meet the current Caltrans clearance minimum of 16'6". Freight trucks exceeding 14'6" must reroute onto side streets to get around the BNSF crossing. This project will lower the ground level at the grade separation to increase the clearance height to the Caltrans standard, increase .4 miles of highway at the underpass from two lanes to four lanes, add an ADA compliant pedestrian and bicycle sidewalk through the underpass, and replace the current intersection/signaling with a roundabout to improve traffic flow.

Second, the City has an abandoned farmworker housing complex on 23 acres. The City is willing to let the Authority use it as a construction laydown yard once the housing complex is demolished under this grant opportunity. In 2014, the Authority approved the Final Environmental Impact Report/Environmental Impact Statement (Final EIR/EIS) for the Fresno to Bakersfield section of the HSR Project. Within the Final

EIR/EIS, the Authority identified the City of Wasco Housing Authority Farm Labor Housing complex. The former housing facility was located east of the BNSF railroad line on 6th and “J” Street and next to the high-speed rail alignment being constructed through Wasco. The EIR/EIS identified the site as an environmental justice community requiring mitigation. In 2016, the Authority entered into a mitigation agreement that provided \$10 million and initiated the Wasco Farmworkers Housing Relocation Project (Relocation Project).

The Relocation Project constructed and relocated the farm labor housing community to Rosaleda Village. Rosaleda Village is a new 17-acre 226-unit affordable housing development constructed as part of the Relocation Project located .7 miles from the high-speed rail alignment and closer to schools, shopping centers, and other activities. The \$52.4 million Relocation Project was a joint effort requiring the participation of local, state, federal, and community partners, including the City of Wasco Housing Authority (WHA) and Housing Authority of the County of Kern. Funding for the project was made possible by the following tax credits, loans, and contributions:

Low Income Housing Tax Credit Equity:	\$21,012,484
State Affordable Housing & Sustainable Communities Loan:	\$18,108,667
California High-Speed Rail Authority Mitigation Agreement:	\$10,000,000
City of Wasco Land Donation:	\$758,938
Housing Authority of the County of Kern loans:	\$678,000
Wasco Housing Authority Loan:	\$650,504
Wasco Affordable Housing, Inc. Loan:	\$375,200
Solar Tax Credit Equity:	\$192,339
Deferred Developer costs:	\$708,242

The majority of residents from the farm labor housing community were relocated to Rosaleda Village starting in November 2018, resulting in the complex being partially vacant. The final tenant relocated on or about January 27, 2021, resulting in a completely vacant complex. Currently, the former farm labor housing site is a significant burden and detriment negatively impacting the City of Wasco and its residents. The impact of the former Wasco Farm Labor complex's status and the condition is taking a considerable toll on the City's resources, especially its law enforcement resources. The Kern County Sheriff's Office, which provides contracted law enforcement services within the city limits, assessed the impact the labor camp was having on law enforcement and the community. In a February 12, 2021 letter prepared with the assistance of a highly experienced Deputy assigned to the Wasco Substation and who previously served on the Gang Suppression Section, the Kern County Sheriff's Office stated the following:

“Even though the Labor Camp is vacated, there are frequent calls for service generated at this location. Several of these calls are related to trespassing. Moreover, once deputies arrive, the calls are elevated to a much more severe crime. Several deputies and I have come in contact with wanted subjects that have been subsequently arrested and often times located with weapons, illegal drugs, and stolen property. I can attest several of the subjects located and arrested at the Labor Camp are documented gang members who are often absconding from their warrants.

... The Labor camp is essentially seen as a place where several gang members and criminals break into, hideout, and conduct illegal activity. As much directive patrol that has been conducted at this location, it has not deterred the ongoing illegal activities.”

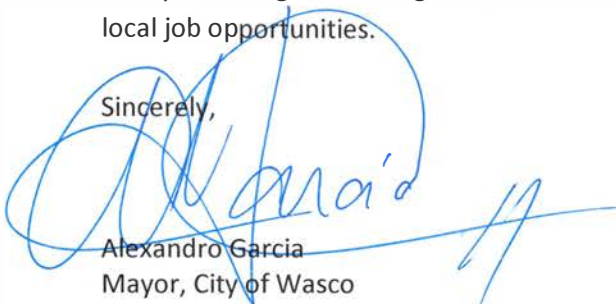
The City is at a pivotal point. It cannot afford the cost to demolish the former farm labor housing complex, but it also cannot afford to let the complex further deteriorate and continue to be a burden on the community and City resources. The City of Wasco is a community with a majority population being Hispanic or Latino (76.7%). The High-Speed Rail Project's construction area in Wasco is entirely within California's SB 535 and AB 1550 Disadvantaged and Low-income Community, and all of the City of Wasco is either located in an SB 535 and AB 1550 Disadvantaged and Low-Income Community Area or is located within ½ mile of these areas.

Should the California High-Speed Rail Authority be unable to mitigate the condition created by its initial mitigation efforts, the City would be forced to utilize its own funds to demolish it itself. The significant cost would be an insurmountable burden for years to come and cause irreparable harm to the residents in Wasco City services would be negatively impacted either through cuts that may have to be imposed or the inability to expand or add new services required of our growing community.

Upon Project completion and equipment removal, the City is considering various options to repurpose the land, including remodeling an existing building into a new animal shelter for the community, developing crucial water infrastructure to address water wells that are reaching their life expectancy, and constructing water storage and treatment facilities to ensure safe and reliable drinking water. In addition, the City is considering options to enhance economic vitality in this disadvantaged and low-income community through attracting and constructing new businesses that will lead to local job creation and removing barriers to opportunity while supporting social, economic, and racial equity.

The City supports the Authority's efforts to pursue the INFRA Funding opportunity provided that the City of Wasco is not required to provide any matching funds for the Authority's project and efforts, subject to the Authority and the City entering into an agreement that enables the site to be used as a laydown yard for an agreeable duration and such use does not conflict with the City's operations or capital improvement projects in and around the property. I urge you to give all due consideration to the Authority's proposal as it is an innovative solution that offers multiple benefits to the City in improving safety, relieving traffic congestion/resultant pollution, and will provide near-term economic benefits and local job opportunities.

Sincerely,



Alexandro Garcia
Mayor, City of Wasco

Attachments:

1. Kern County Sheriff's Office Letter Regarding Labor Camp Criminal Activity
2. Former Wasco Farm Labor Housing Gang & Criminal Activity & Graffiti Pictures through Feb 2021



1350 Norris Road
Bakersfield, California 93308-2231

February 12, 2021

To whom it may concern:

My name is Luis Almanza, I have been a Deputy with the Kern County Sheriff's Office, for approximately twelve (12) years, and I am currently assigned to the Wasco Sub-Station. I have been assigned to the Wasco substation for approximately 2.5 years.

During my career as a Deputy Sheriff, at the Sheriff's Office, I was at one point assigned as a gang investigator in the Gang Suppression Section (GSS). I was assigned to the GSS for approximately four (4) years. During my time in the GSS, I testified at the state and federal level as an expert in numerous cases related to gang offenses. Several of the gang cases I testified in included the following: Homicide, robberies, carjacking, extortion, weapon possession, narcotic sales, vandalism, graffiti and several other property and violent crimes.

While working in Wasco, I became very familiar with several problematic areas within the city. One area being the "Old Wasco Labor Camp," located at 750 H Street. The Labor Camp became a centralized area for illegal activities. The Labor Camp was at one point used as a housing area for several farm labor workers. Since then, the Labor Camp has been condemned and vacated.

Even though the Labor Camp is vacated, there are frequent calls for service generated at this location. Several of these calls are related to trespassing. Moreover, once deputies arrive, the calls are elevated to a much more severe crime. Several deputies and I have come in contact with wanted subjects that have been subsequently arrested and often times located with weapons, illegal drugs and stolen property. I can attest several of the subjects located and arrested at the Labor Camp are documented gang members who are often absconding from their warrants.

In the City of Wasco there is an active criminal gang known as Varrio Wasco Rifas (VWR). I have testified in court as an expert on the existence of VWR and their engagements and pattern of criminal activities. Several of the subjects contacted and arrested at the Wasco Labor Camp are documented VWR and/or associate gang members.

As days go on at the Wasco Labor Camp, I continue to see to see it vandalized with gang graffiti related to VWR. The graffiti is often spray painted on the exterior walls of the Labor Camp. It should be noted that the Labor Camp is not secured with a cover solid wall or fence to block the view of the buildings and to prevent trespassing. The the gang graffiti is easily seen by the public and anyone walking or driving by.

Based on my training and experience, I know the act of spray panting gang graffiti is to promote the gang itself and to show territory to rival gang members. Recently I saw gang graffiti which

February 12, 2021

Page 2

represented a McFarland gang. McFarland is a neighboring city near Wasco. Historically McFarland and Wasco have had gang related problems. As of today, McFarland and Wasco continue to have the same problems within their gangs. I know rival gangs will enter rival gang territory and spray paint their gang names as a form of disrespect, as it has been done on several occasions.

The Labor camp is essentially seen as a place where several gang members and criminals break in to, hide out and conduct illegal activity. As much directive patrol that has been conducted at this location, it has not deterred the ongoing illegal activities.

Sincerely,

DONNY YOUNGBLOOD, Sheriff-Coroner

By:  Avery Simpson, Chief Deputy
Law Enforcement Bureau

/LA



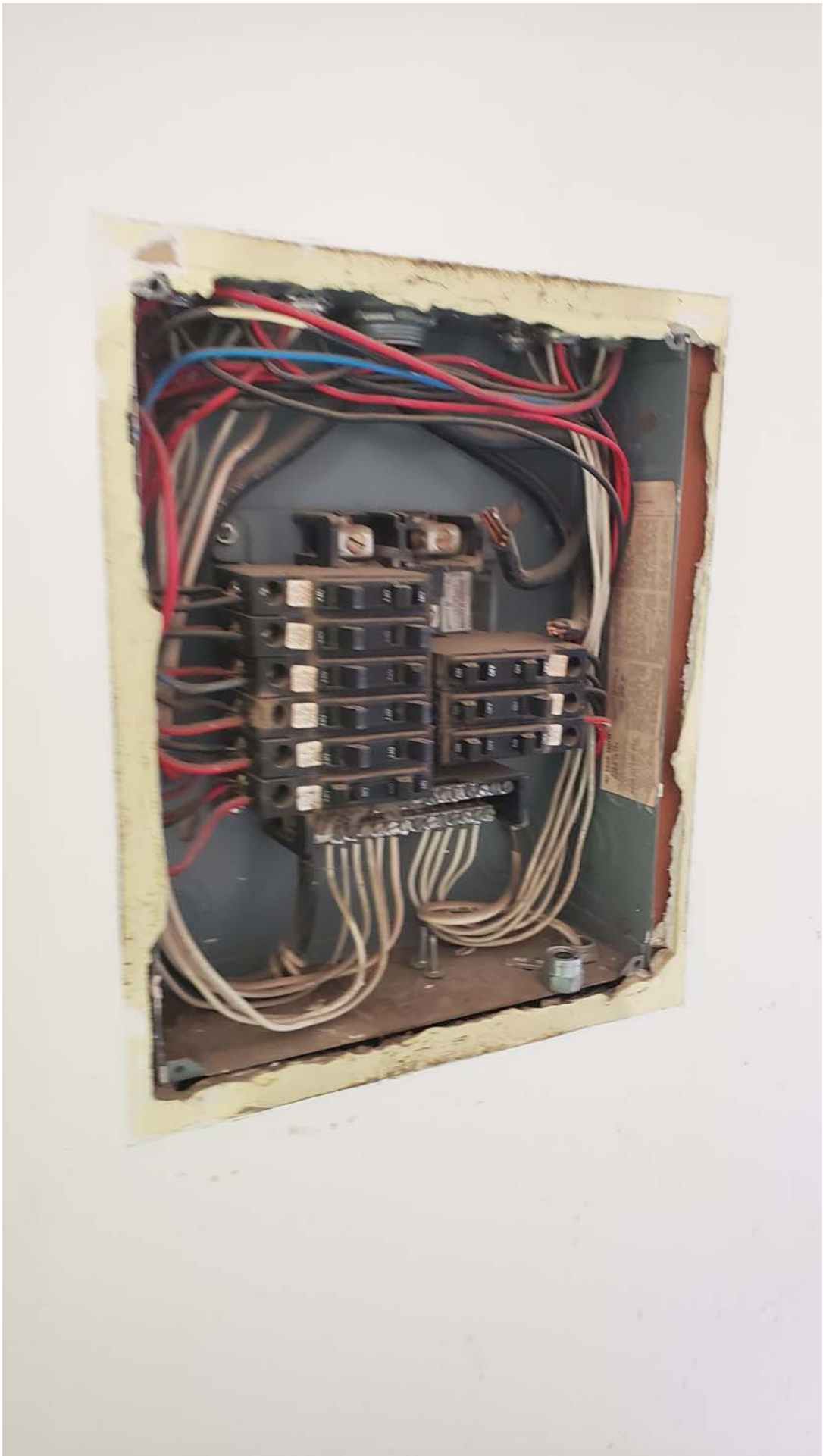
Former Wasco Farm Labor Housing Complex

Pictures of Gang & Criminal
Activity & Graffiti February 2021





























































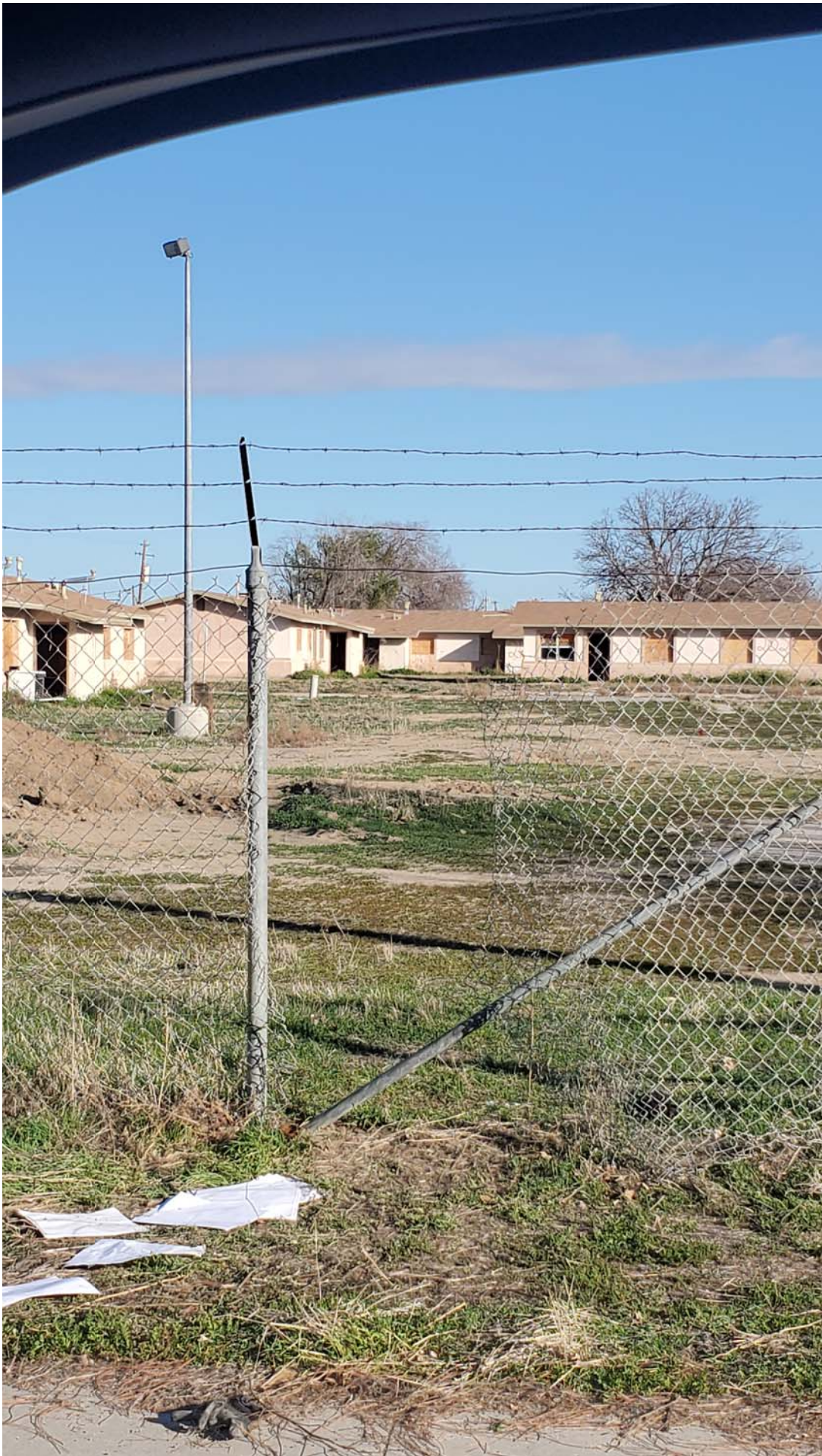


























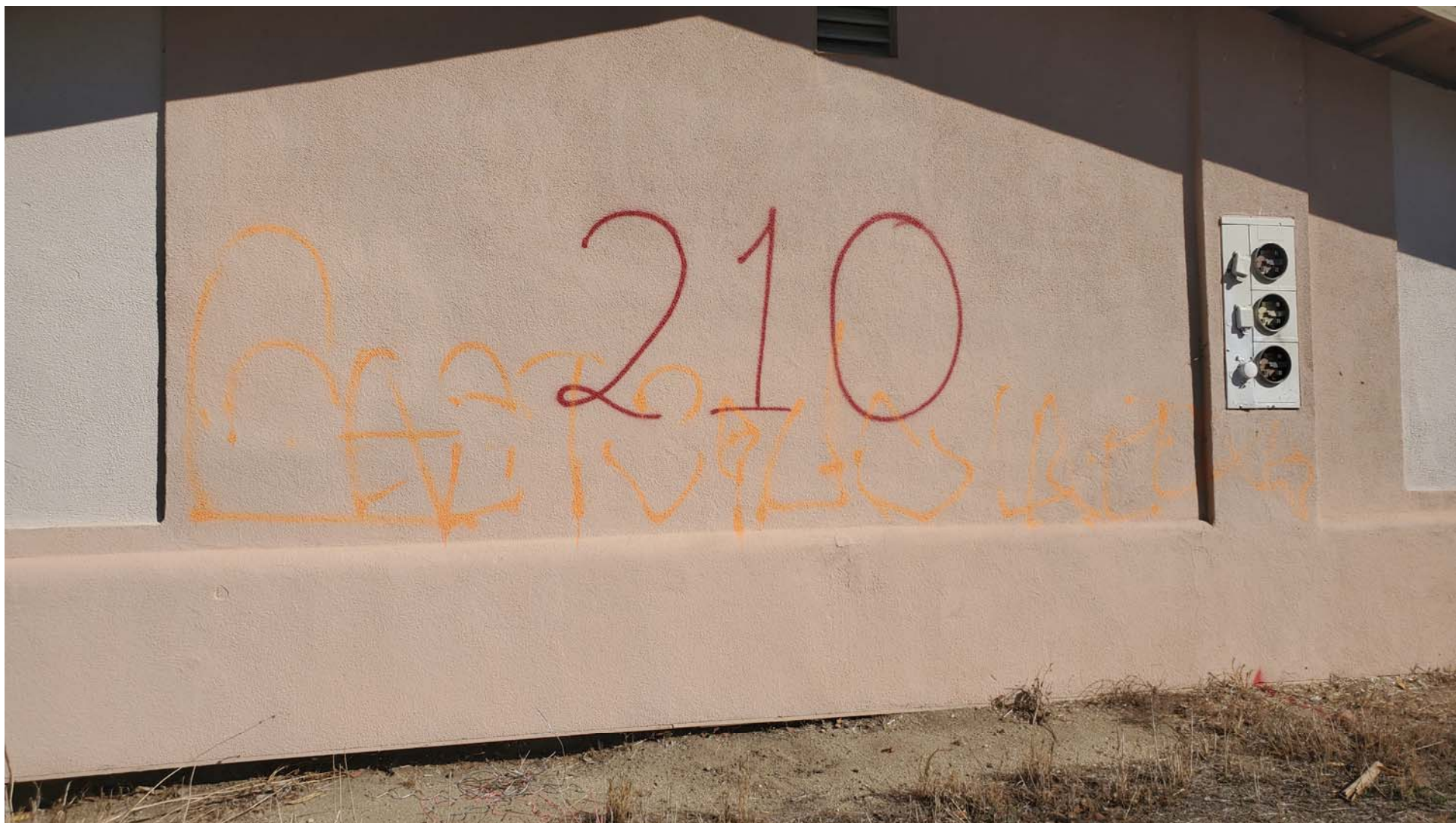


























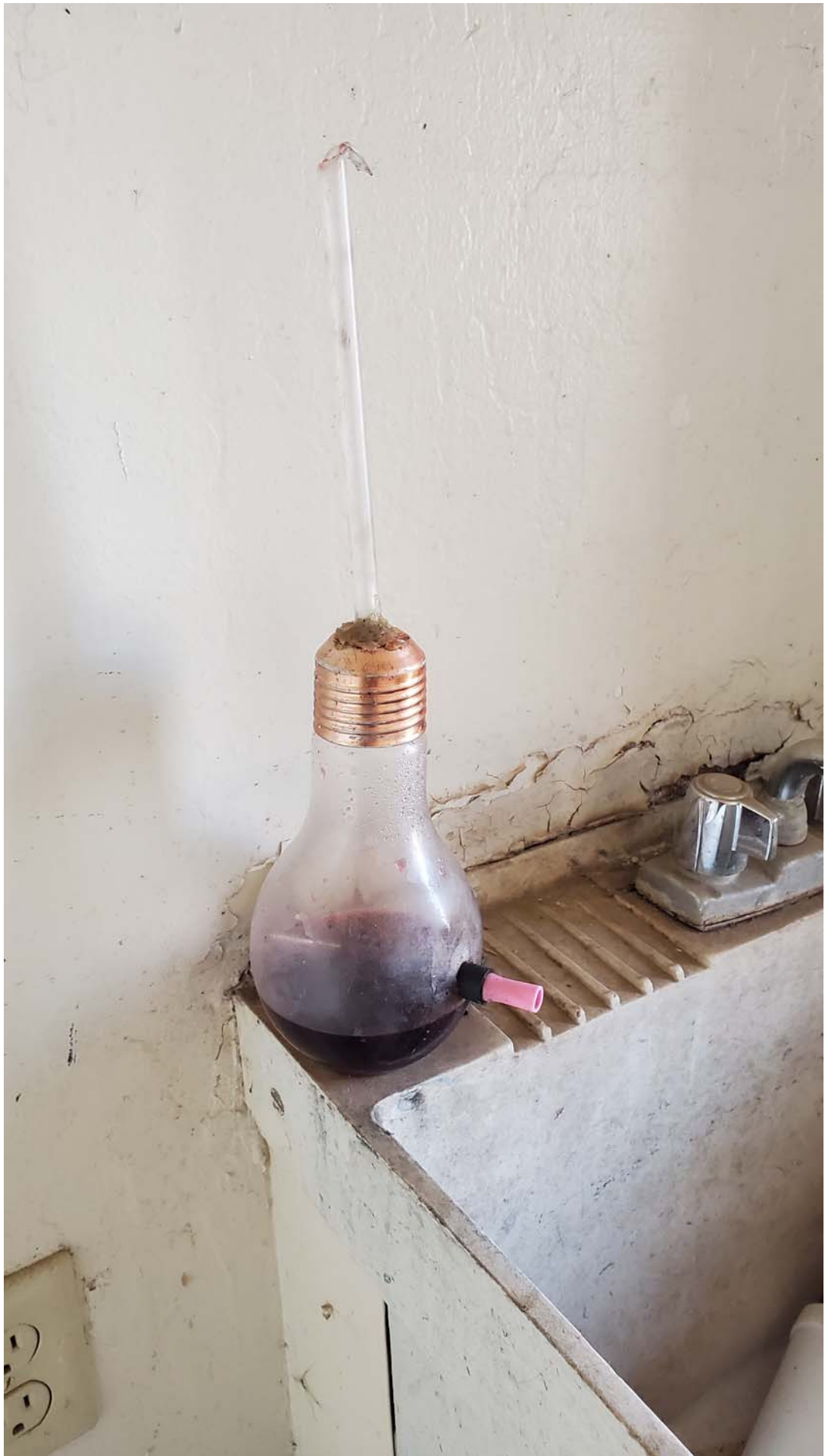


















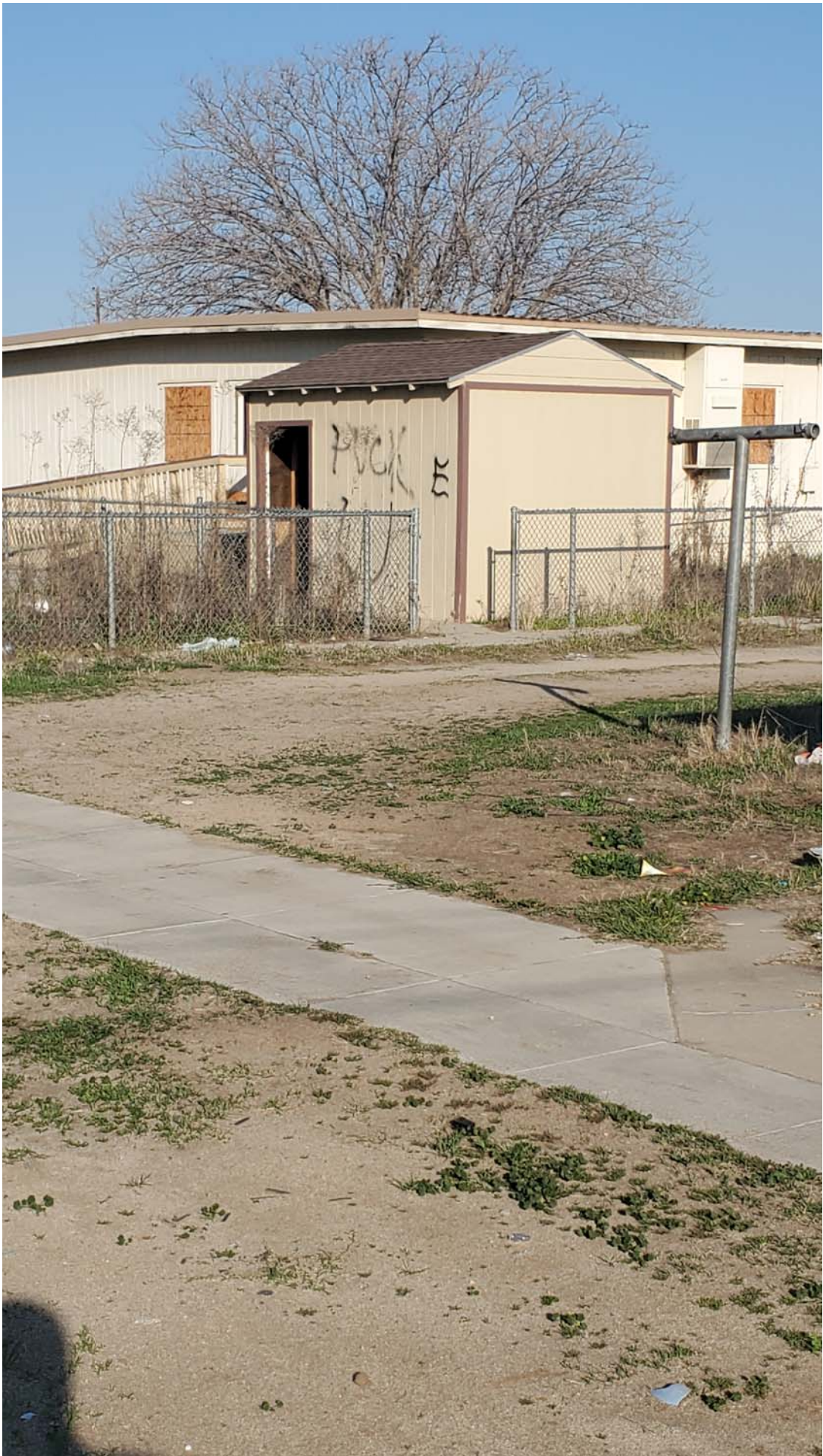












































Former Wasco Farm Labor Housing Complex

Pictures of Gang & Criminal
Activity & Graffiti January 2021

































































Former Wasco Farm Labor Housing Complex

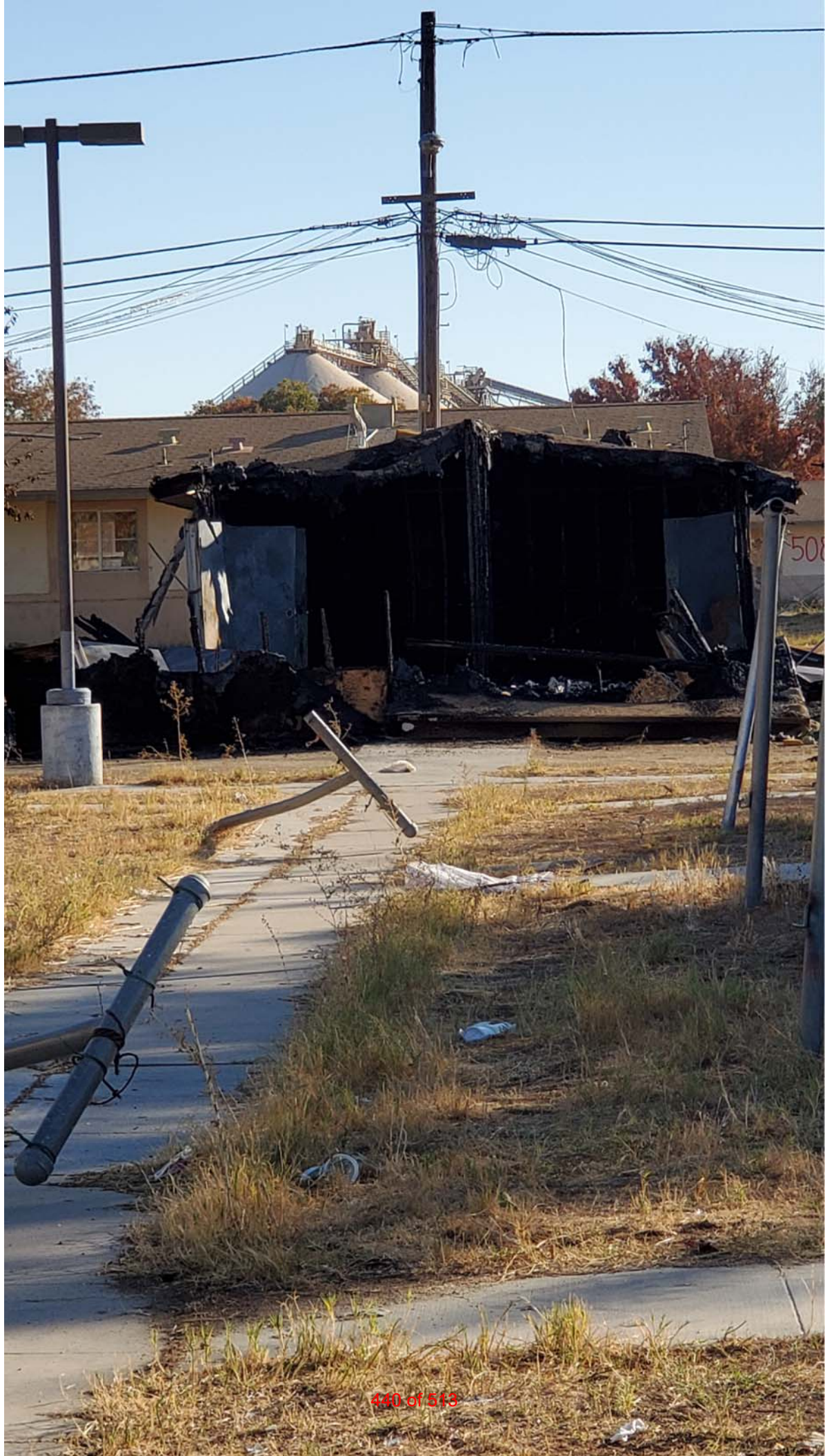
Pictures of Gang & Criminal
Activity & Graffiti November 2020

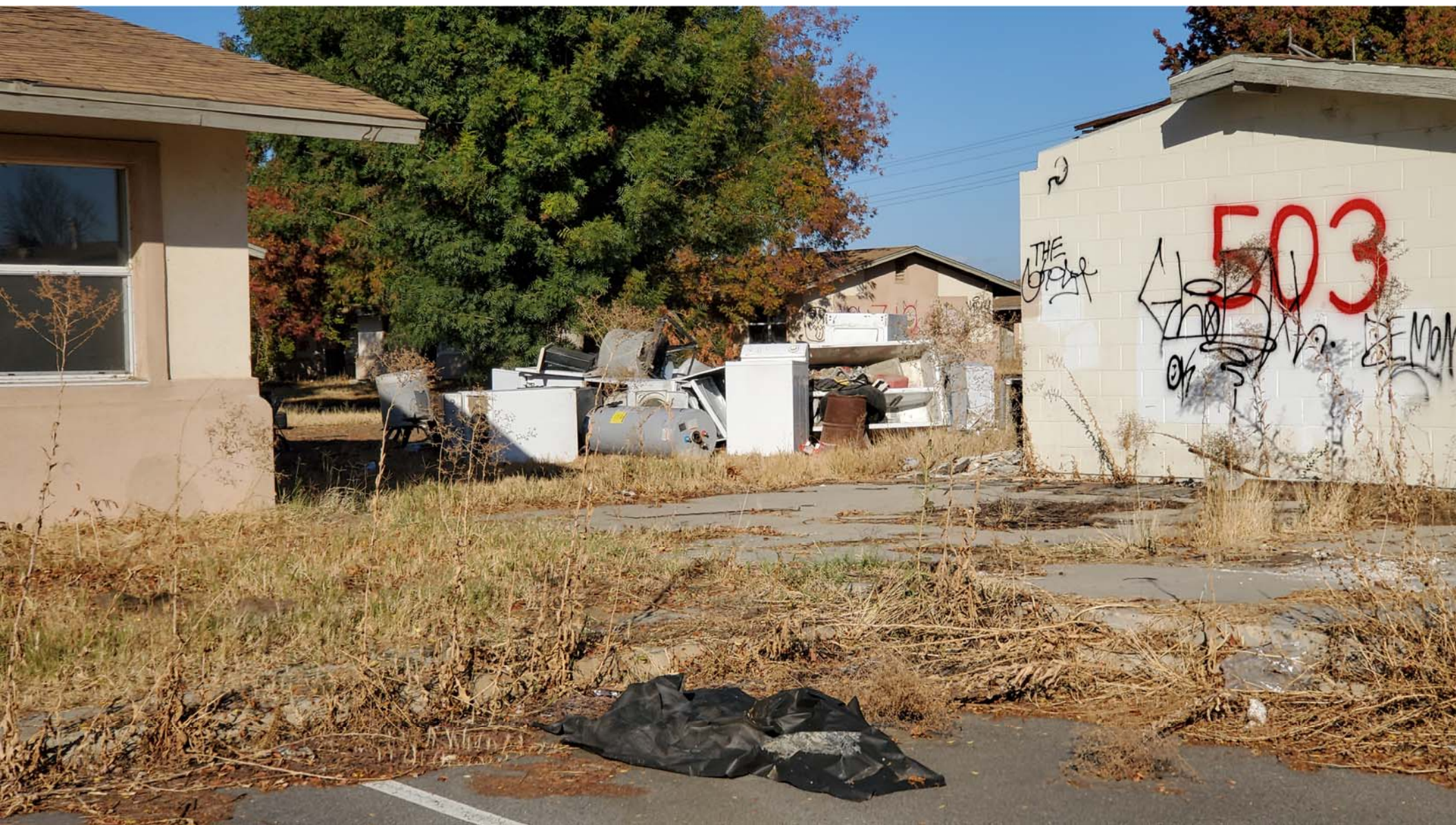












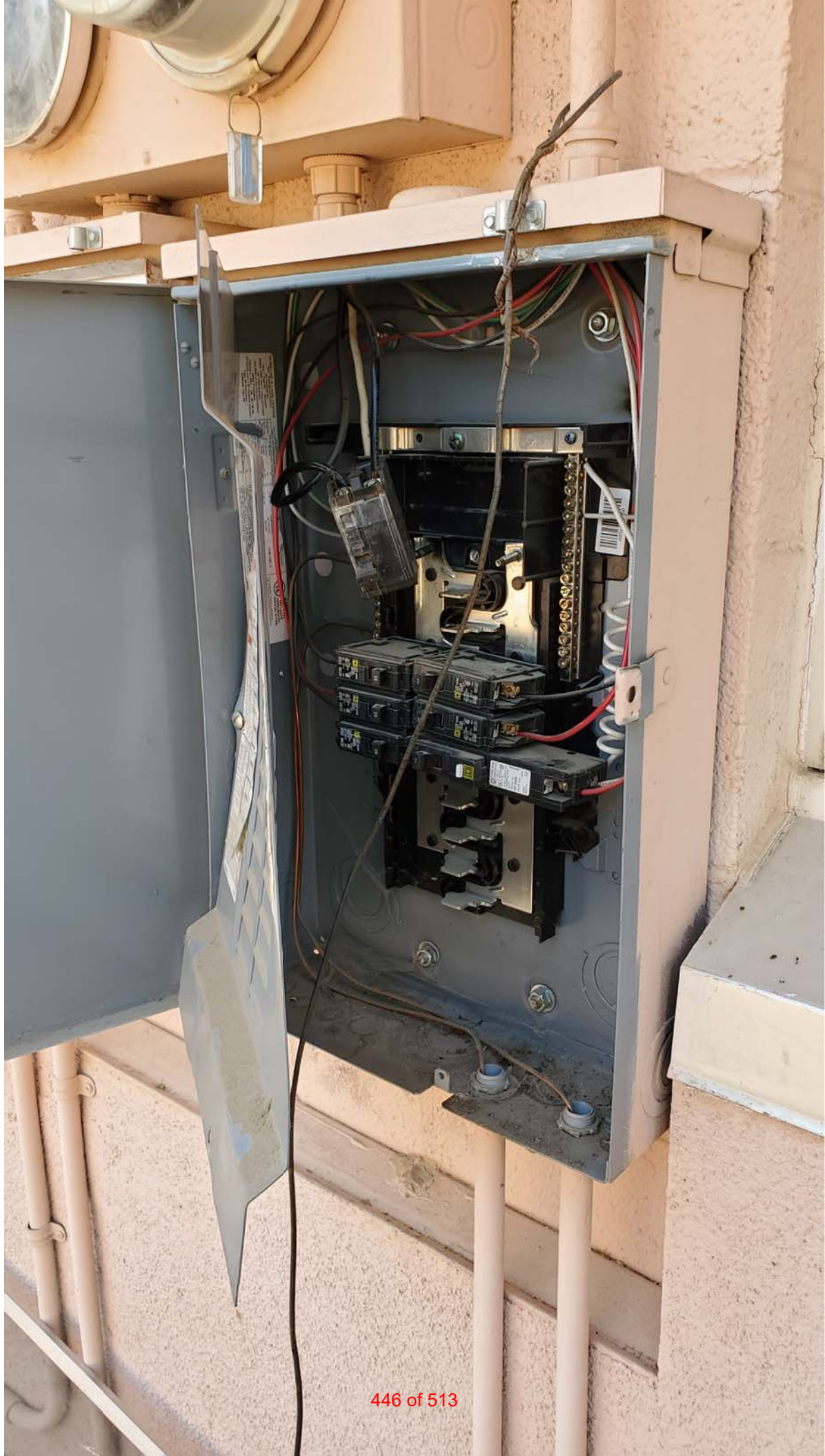






Former Wasco Farm Labor Housing Complex

Pictures of Gang & Criminal
Activity & Graffiti September 2020

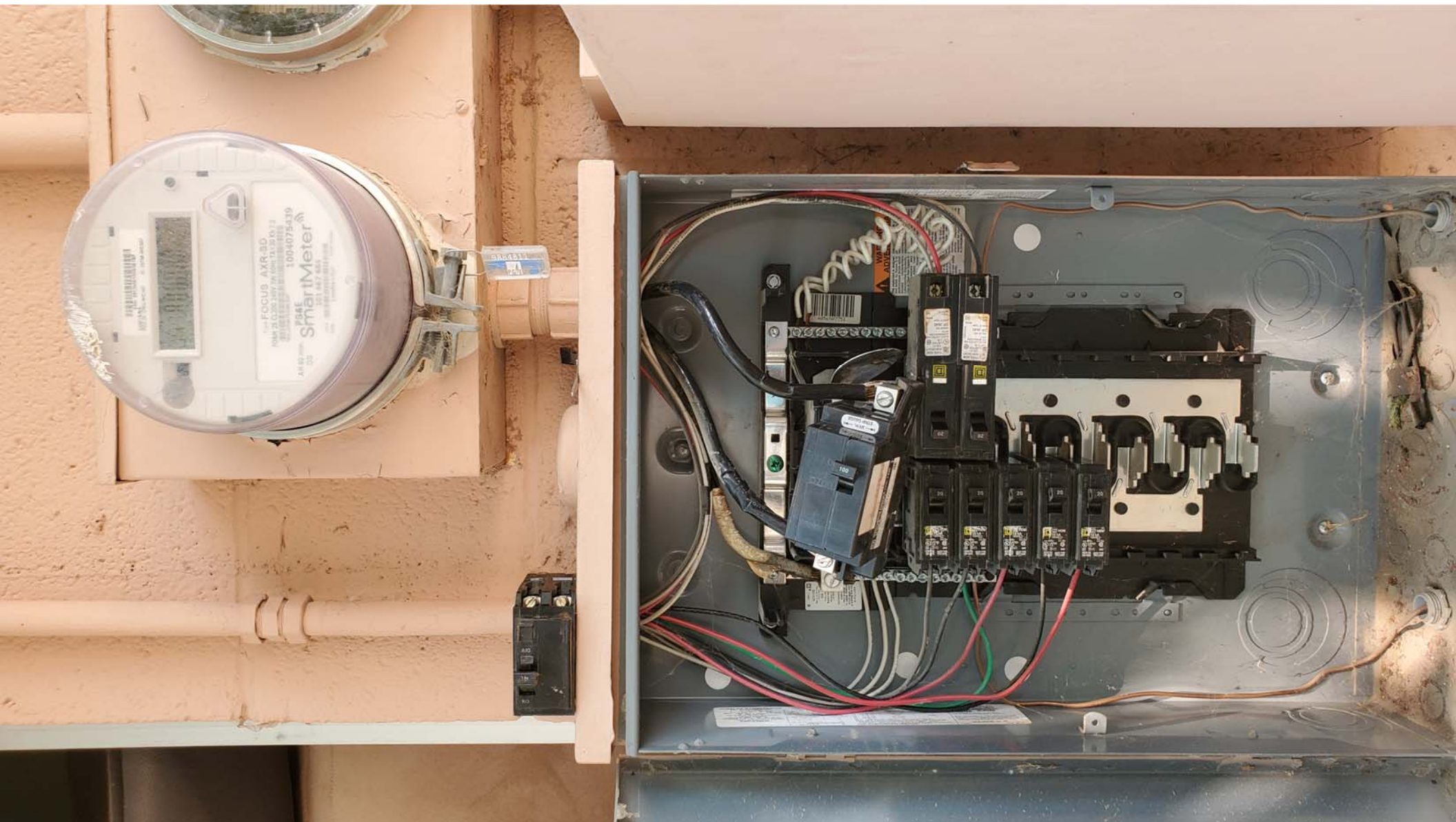


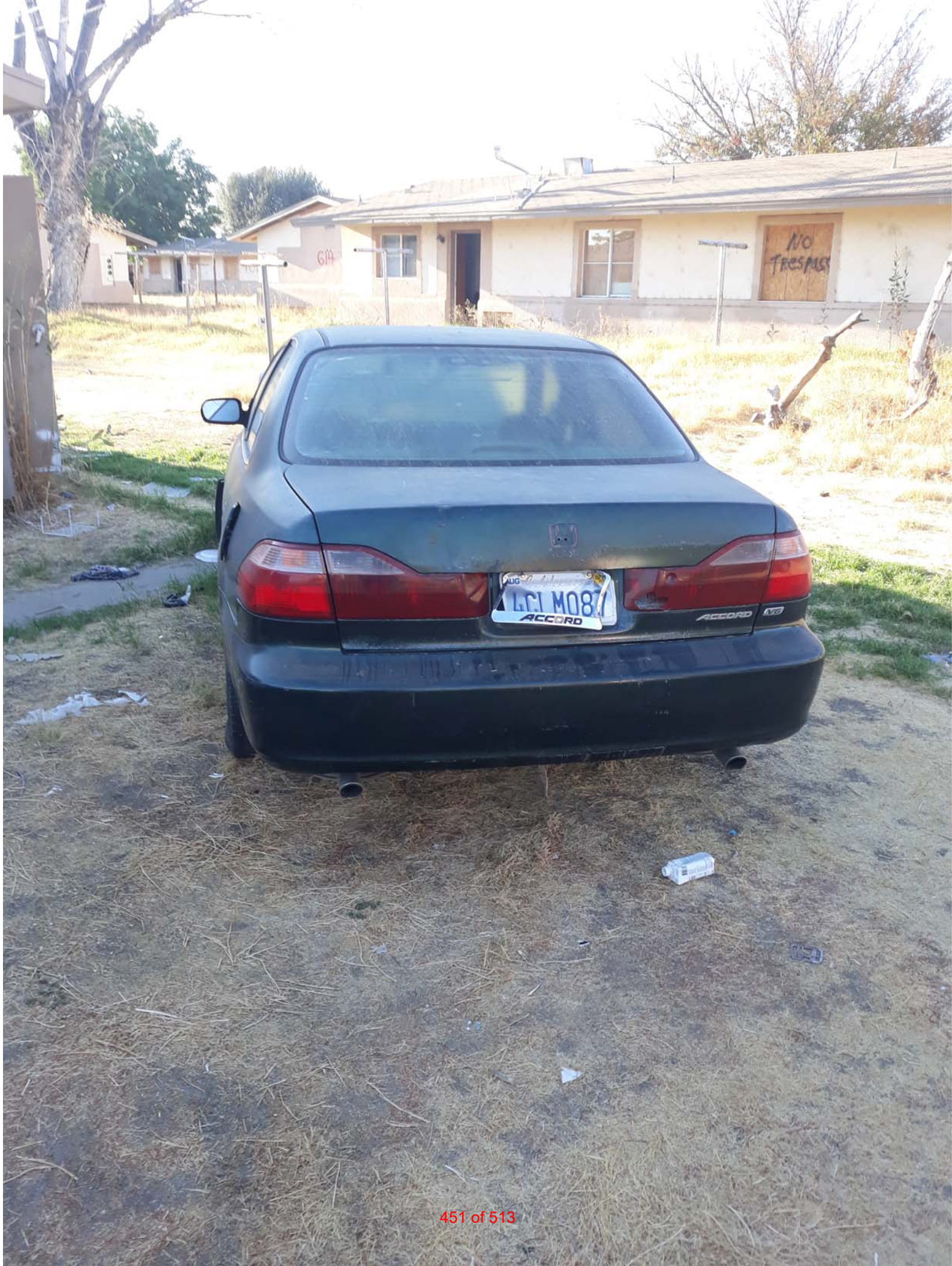




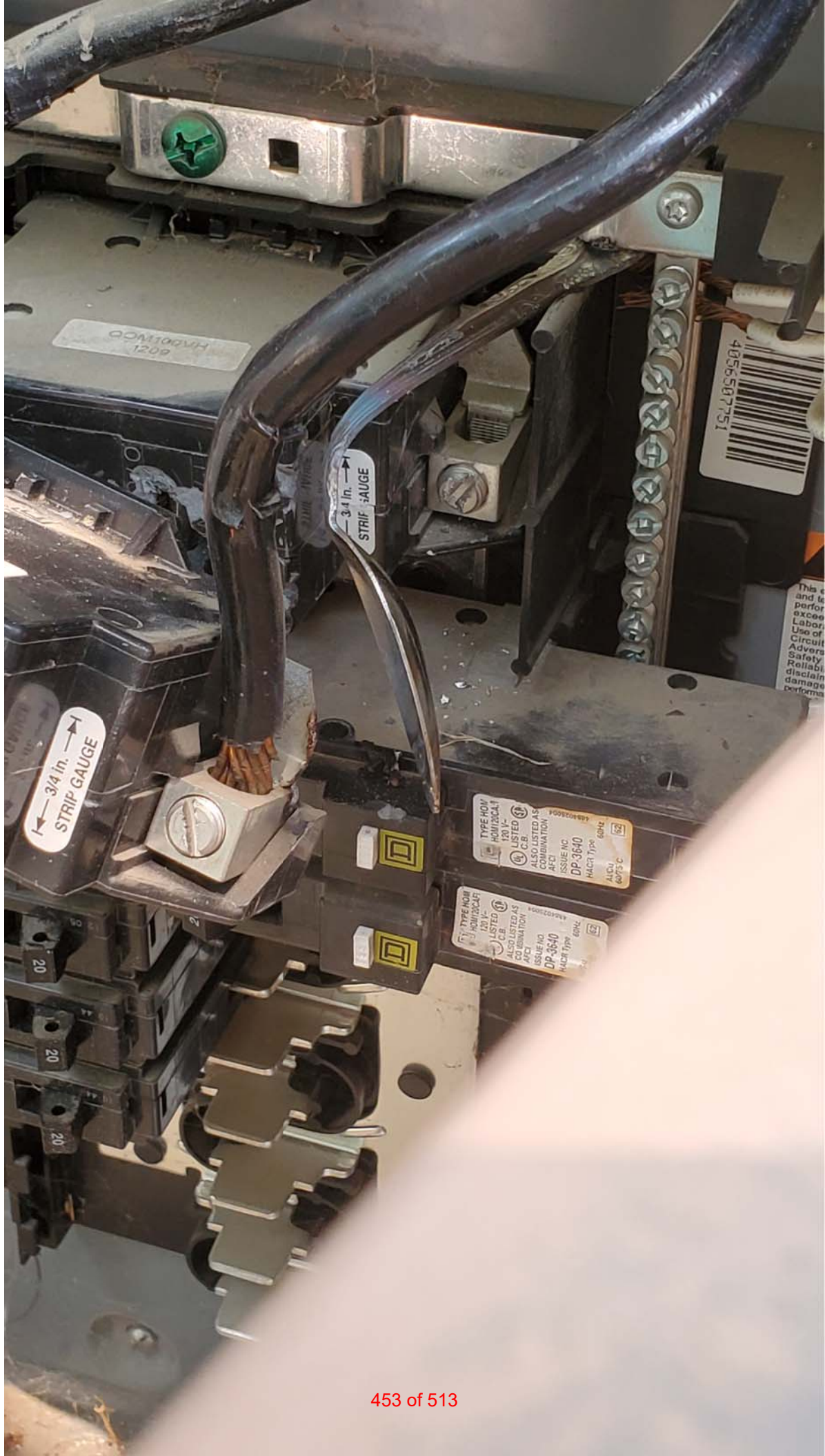
Former Wasco Farm Labor Housing Complex

Pictures of Gang & Criminal Activity & Graffiti August 2020





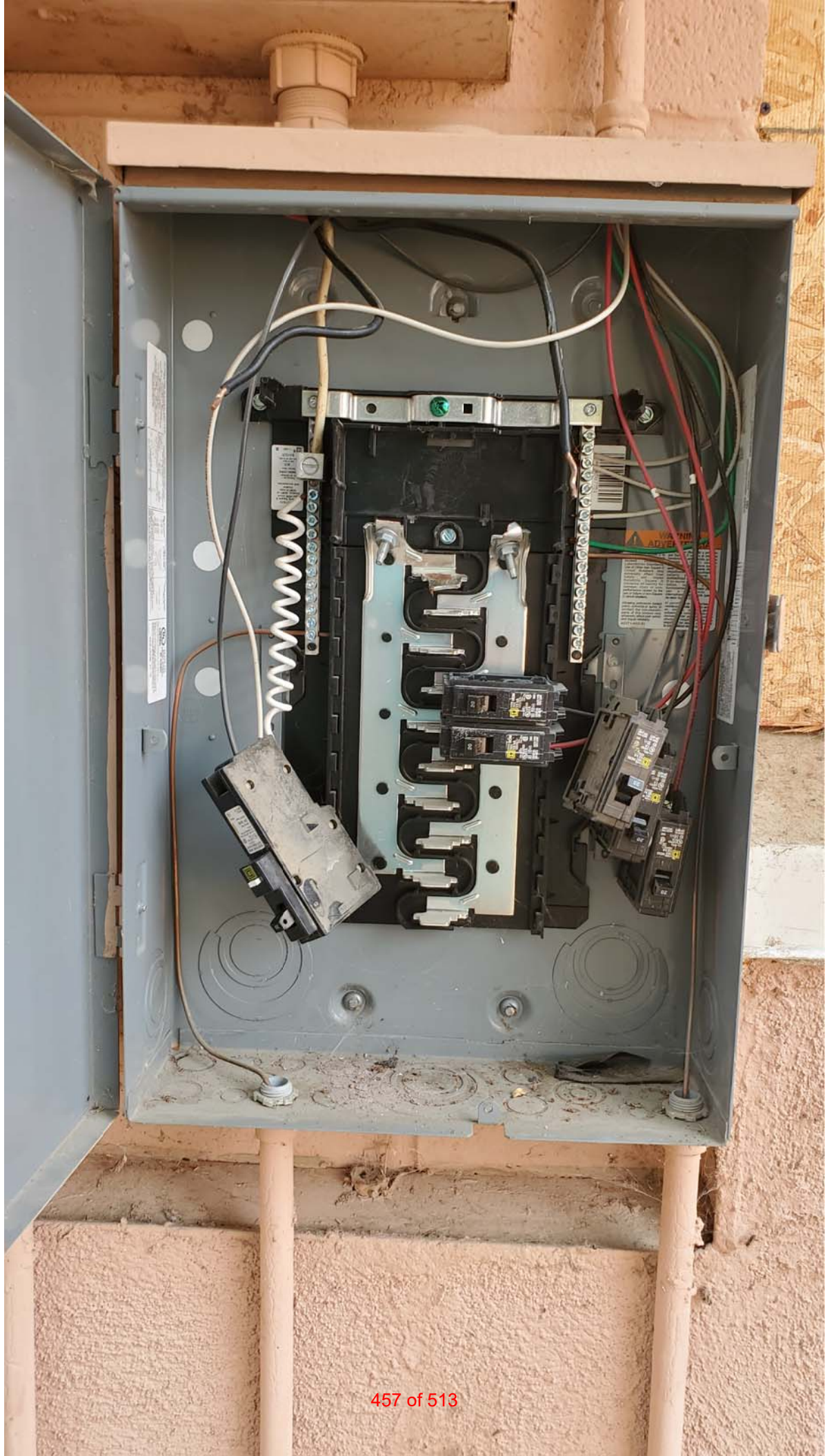












Former Wasco Farm Labor Housing Complex

Pictures of Gang & Criminal
Activity & Graffiti July 2020









Former Wasco Farm Labor Housing Complex

Pictures of Gang & Criminal
Activity & Graffiti May 2020

To: Gracy ^{and My Love}

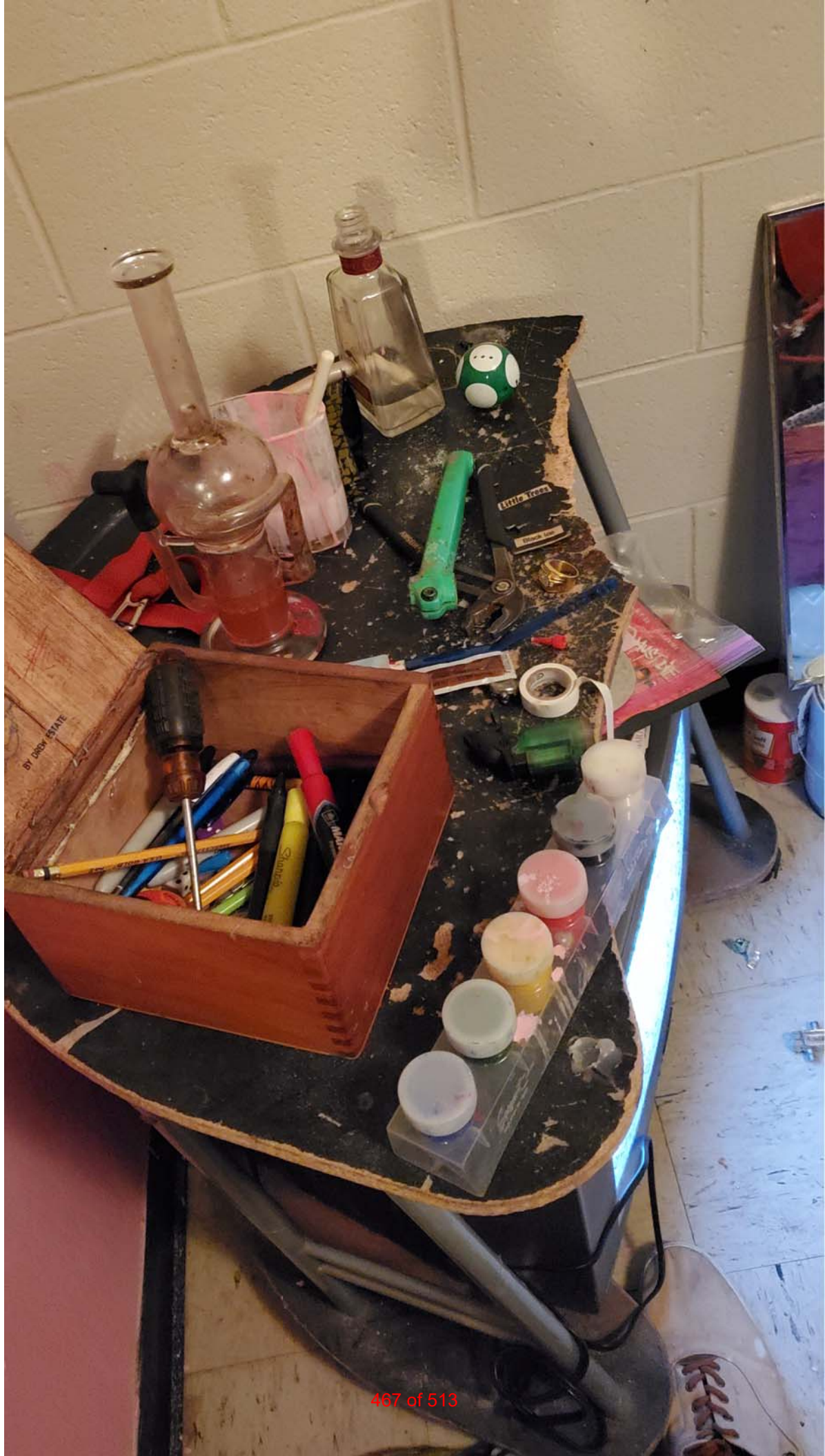
Well, over all, I could at least say
that the time we did spend together
was fun & well worth it, to me anyways.
I just wanna ^{give} you my (appologies) ^{direct but sure on the spelling}
for any of the negativity or "Bad times that we
went through during the, "You & I" times
I guess is what you can call it. And as for

the Wonderful and Positive
times that we had, I can easily say
that we could still be together
each other and I want you to stay
with me. I'm gonna miss you
comes to worst for me, I'll be there for you and
don't forget about me... I'll be there for you
Someone Baby... ^{Shawn}
Tasty

I Love You Gracy. And
I'll always remember our love, if worst
comes to worst, I'll need someone just
like you have. I'll be here for you say, Please
I'll be here for you need

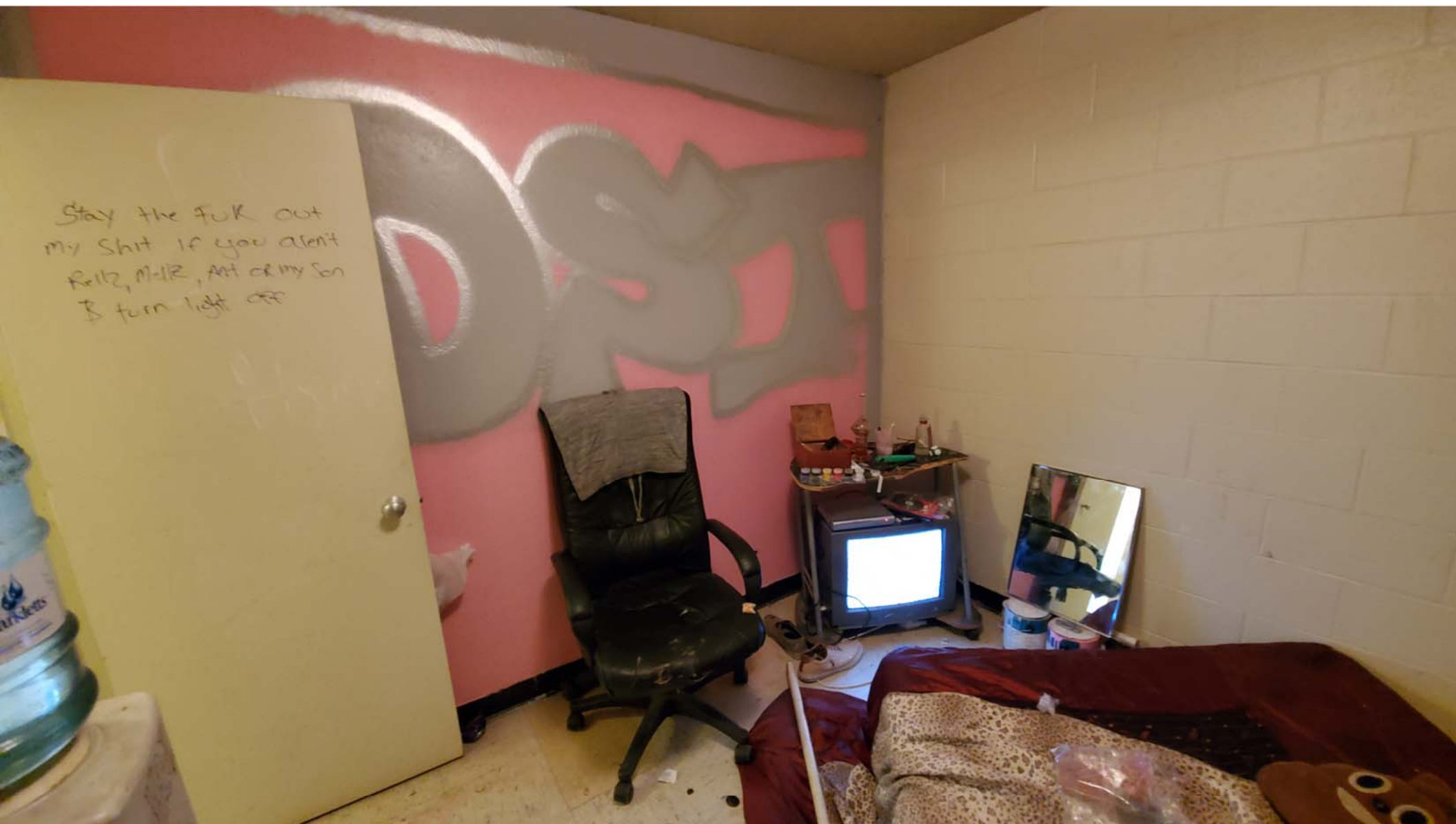


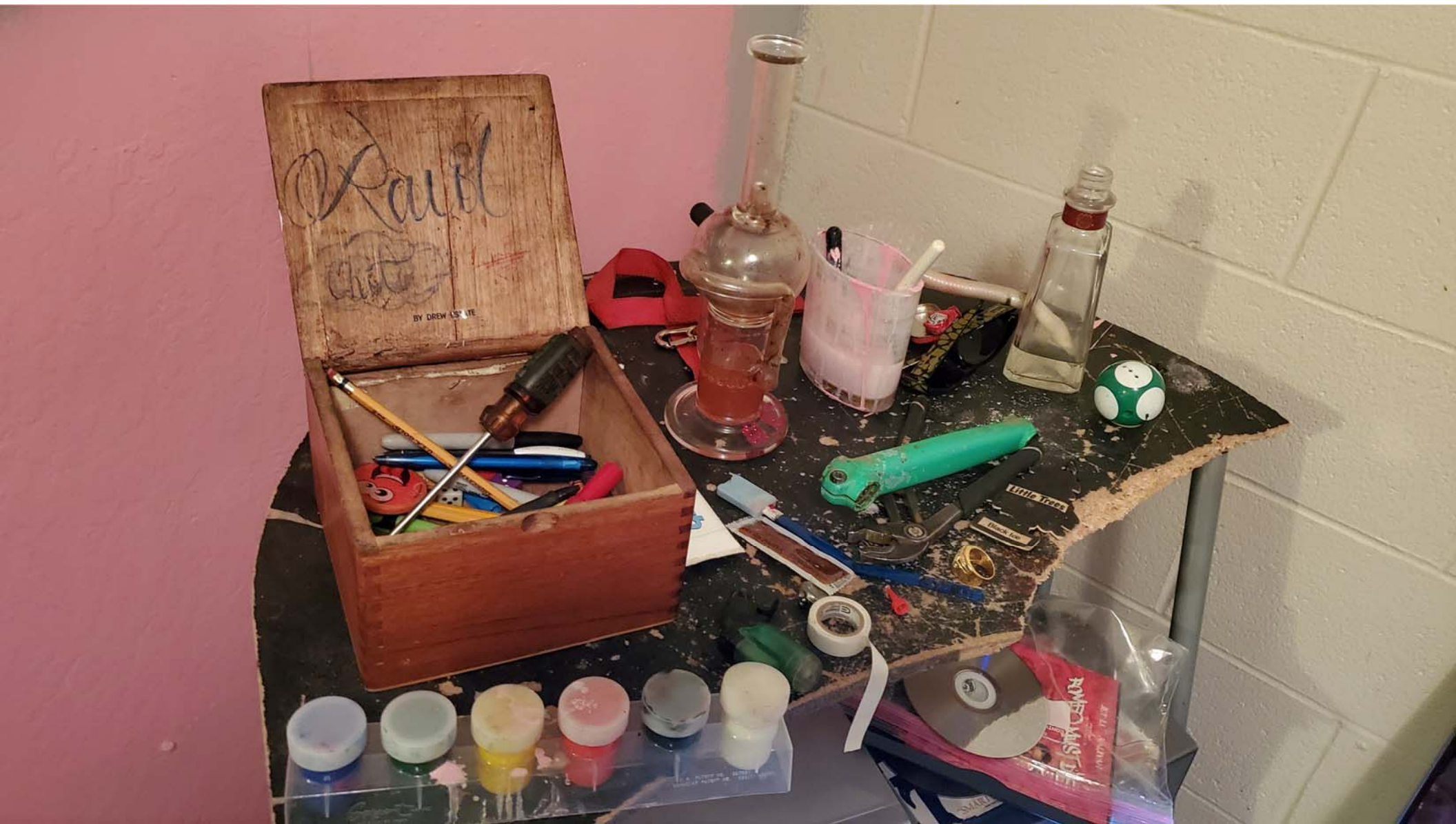
If I'm not
here, I could still
be somewhere in
the camp. So feel
free to give the
whistle & blow.











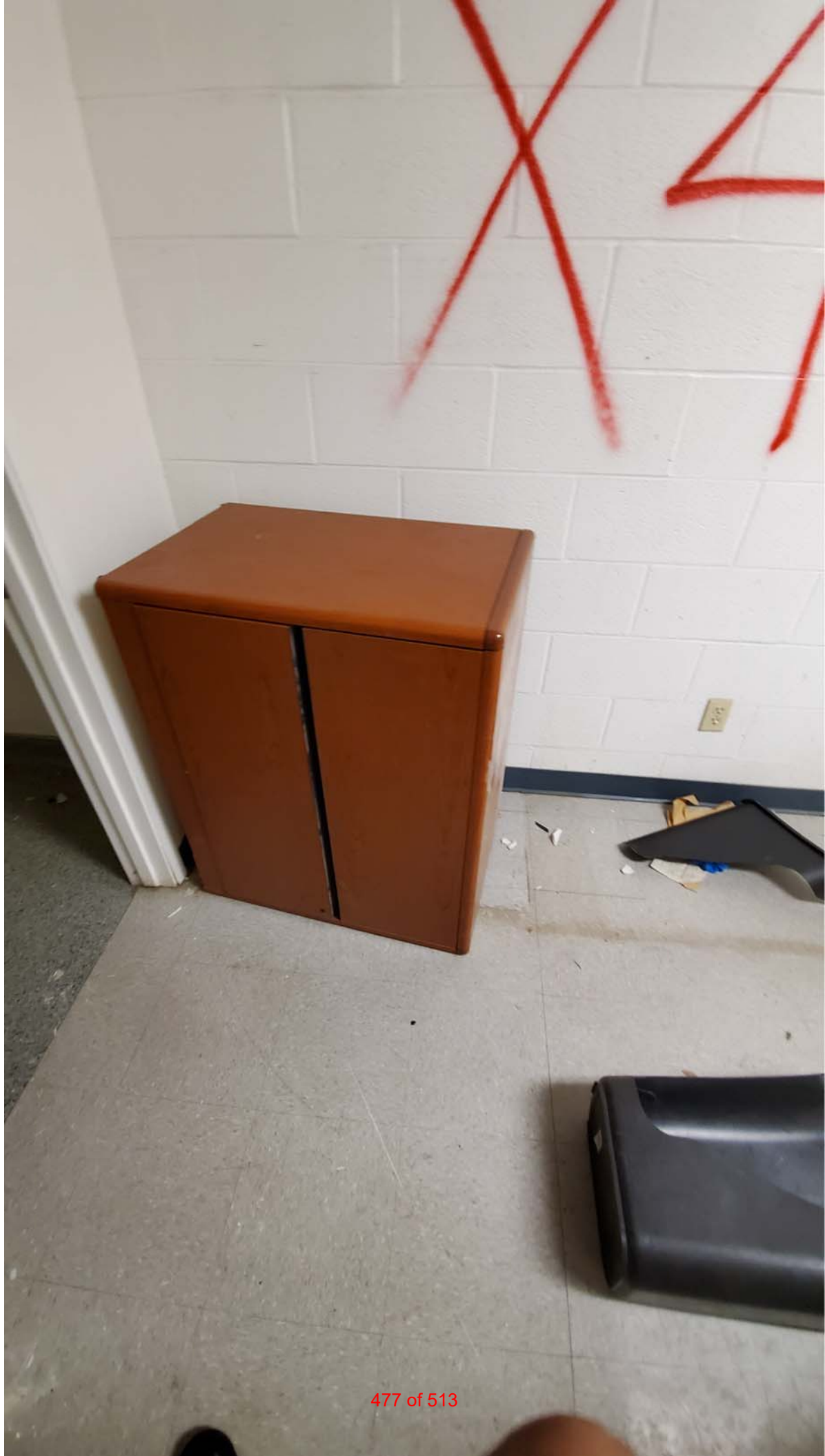




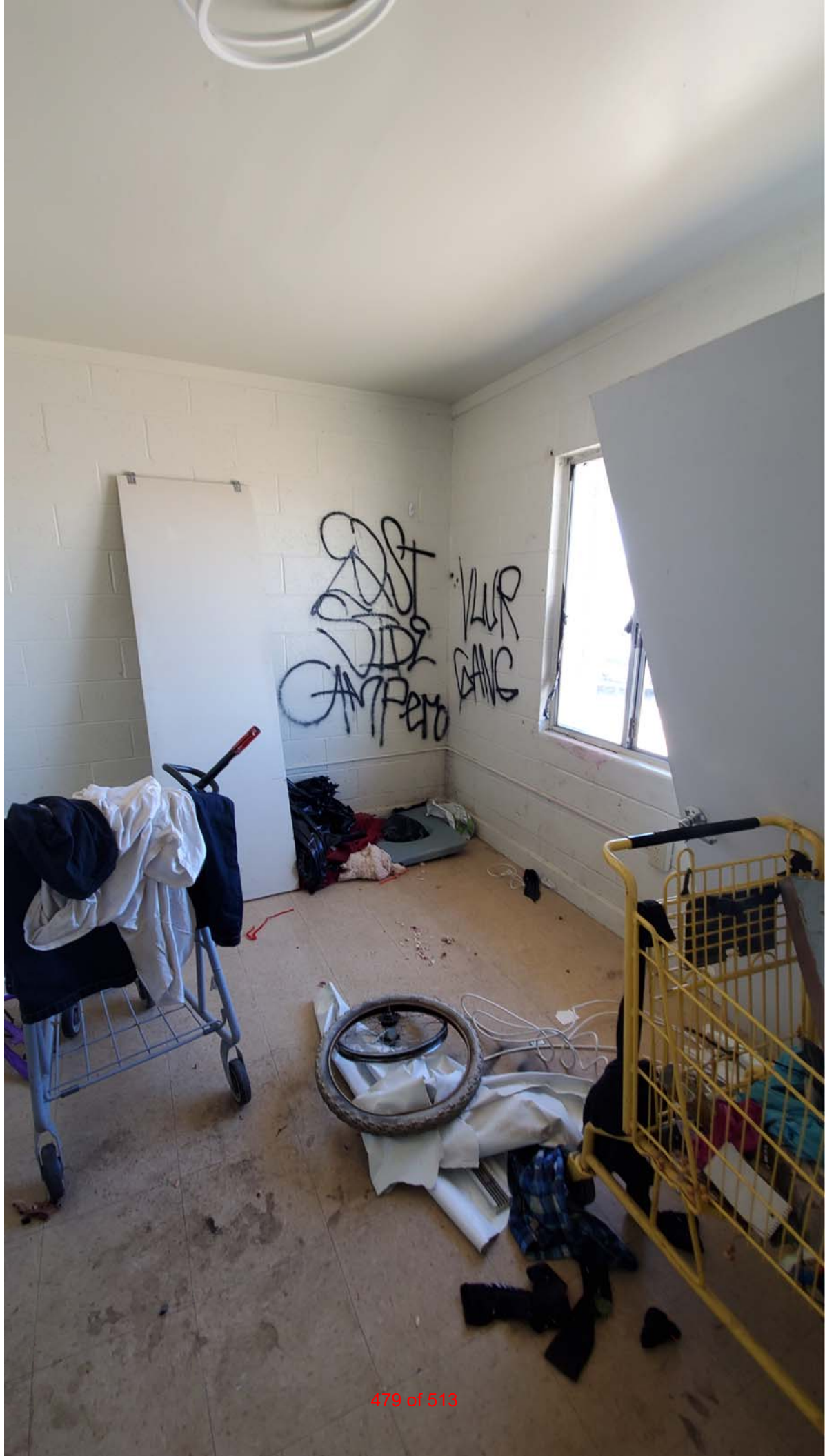


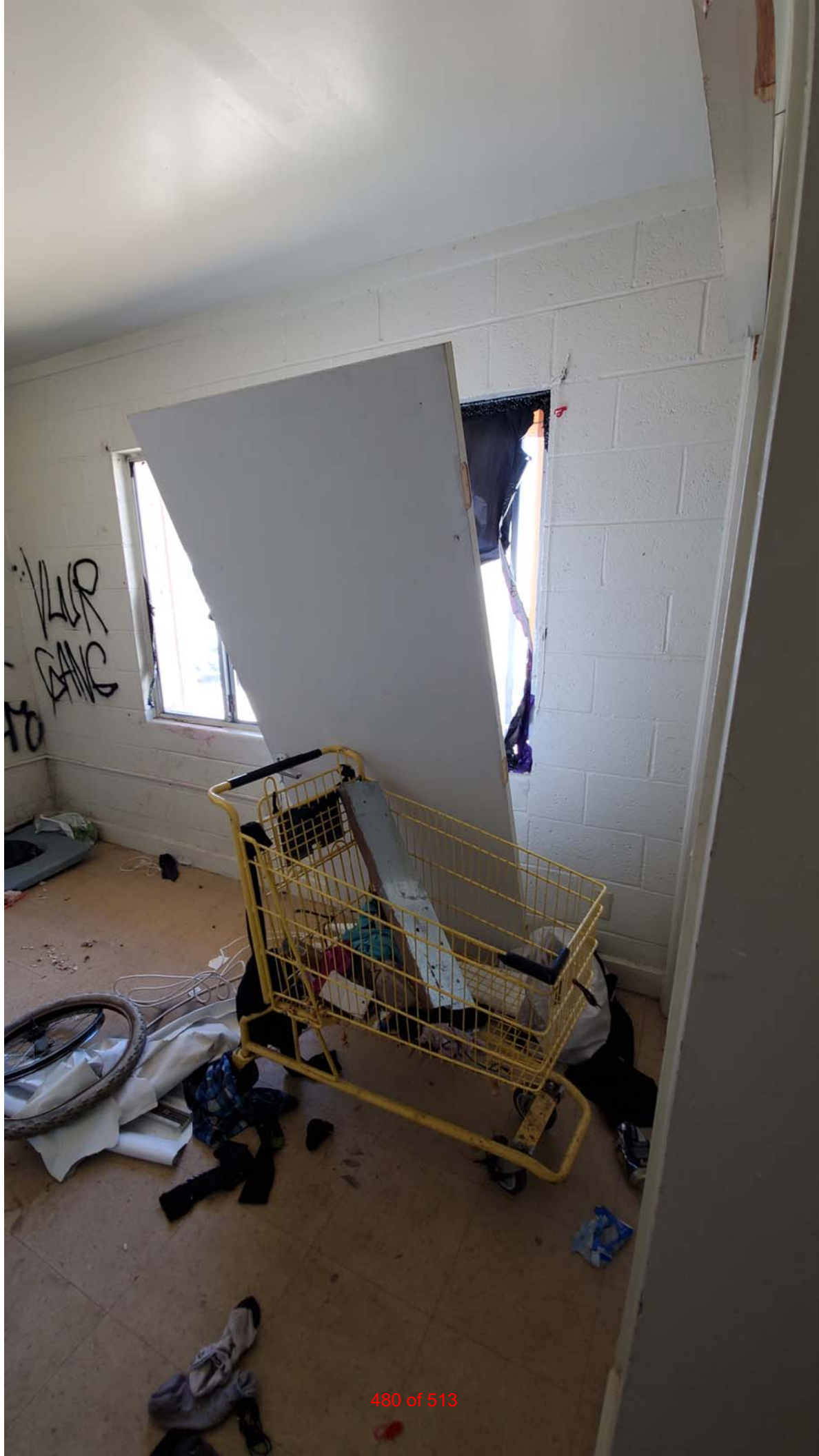


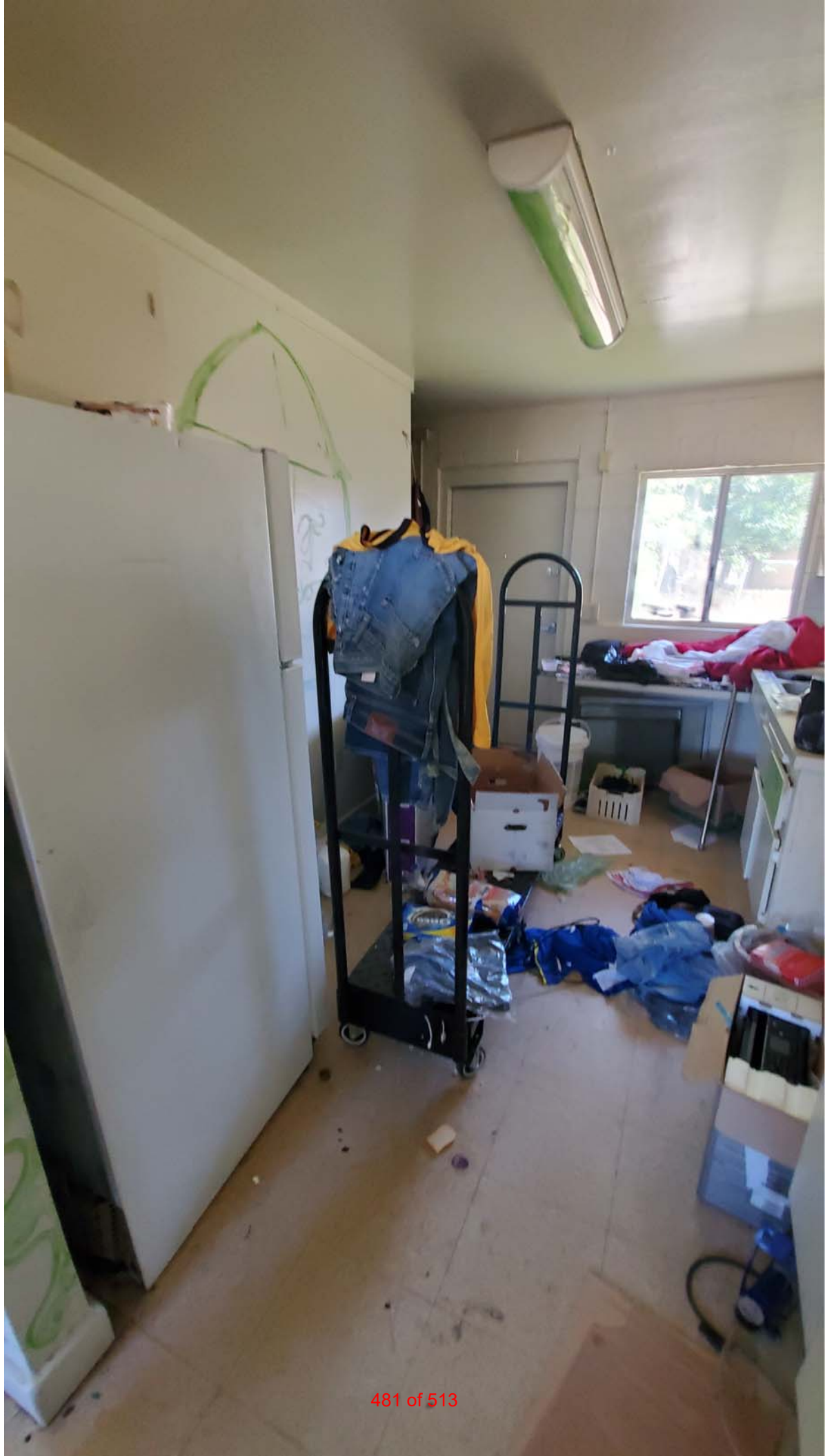


























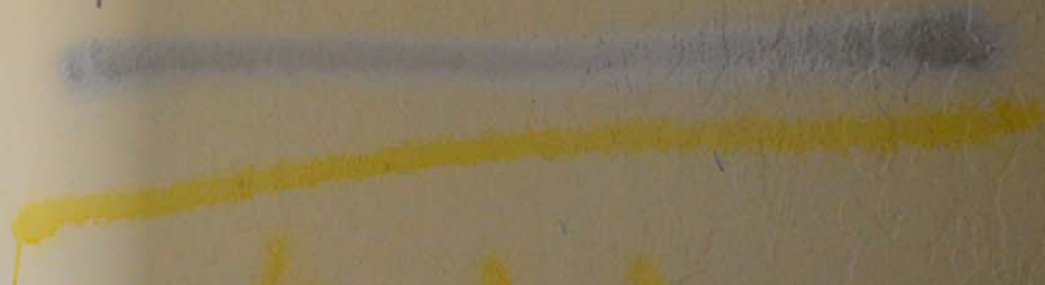






















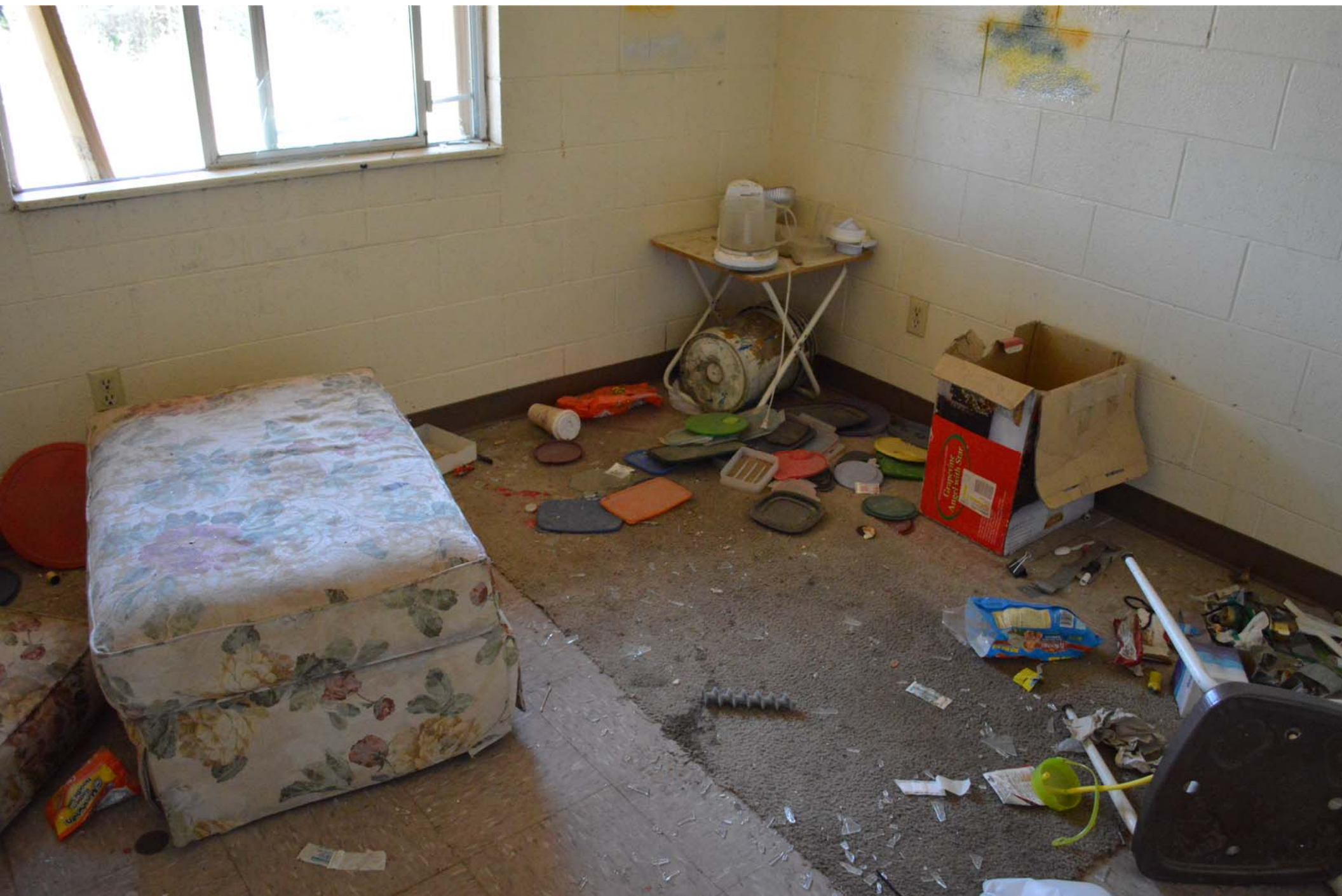


















Former Wasco Farm Labor Housing Complex

Pictures of Gang & Criminal
Activity & Graffiti

Sheriff Activity League (SAL)
Graffiti Clean Up January 2020









Knight's
PROPERTY AND PESTICIDE SERVICES, INC.
661-397-4116
COMMERCIAL & RESIDENTIAL
PESTICIDE SERVICES
PROPERTY MAINTENANCE
LANDSCAPING SERVICES